



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

ARLENE COLVIN, Chairperson
Mayor of Gary's
Appointment

EMERSON DELANEY, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

ROBERT MARSZALEK, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

ROBERT HUFFMAN
Governor's Appointment

MARK LOPEZ
Lake County Commissioners'
Appointment

JOHN MROCZKOWSKI
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

CHARLIE RAY
Porter County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

MEETING NOTICE

**THERE WILL BE A MEETING OF THE
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
AT 6:00 P.M. WEDNESDAY, JANUARY 7, 2004
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN**

WORK STUDY SESSION - 5:00 P.M.

A G E N D A

1. Call to Order by Chairperson Arlene Colvin
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of December 3, 2003
5. Chairperson's Report
 - Report of Nominating Committee/Election of Officers
6. Executive Director's Report
 - Request for map revision filed with FEMA
 - Letter from Congressman to Griffith regarding Griffith removal from floodplain
 - INDOT letter regarding bridge credit status
 - Letter from Congressman Visclosky requesting review of west reach property (Munster) removal from floodplain
7. Outstanding Issues
 - Update on Commission-directed letter from attorney ordering vacation of property to allow for demolition.

*Check me mail
letter re: W.R.
out of floodplain*

*2 pc
velour
blk pant suit*

1-4

5-9

10

11

12-13

14

*Phil + Galik
Lynn
RW
Kelsoe, Sean*

*Wed
Eng. mtg.
week before
Comm. mtg.
Shodv
Carmen*

8. Standing Committees

A. Finance Committee – Committee Chairman Curt Vosti

- Financial status report
- Approval of claims for December 2003
- Report on Finance Committee meeting held 12-17
 - Proposed 2004 Commission budget
 - 2004 contracts for NIRPC administrative services, contract employees, legal services with Lou Casale, and engineering services with R. W. Armstrong Co.
- Approval of O&M claim

15
16-18
19
20-23
24

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

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

Land Management

- Issues for Discussion

Operation & Maintenance – Committee Chairman Bob Huffman

- Issues for Discussion

C. Environmental Committee – Committee Chairman Mark Reshkin

- Mitigation status of Hobart Marsh area
- Issues for Discussion

D. Legislative Committee – Committee Chairman George Carlson

- Issues for Discussion

E. Project Engineering Committee – Committee Chairman Bob Huffman

- Issues for Discussion

F. Recreational Development Committee – Committee Chairman Emerson Delaney

- Issues for Discussion

G. Marina Development Committee – Committee Chairman Emerson Delaney

- Issues for Discussion

H. Policy Committee – Committee Chairman George Carlson

- Issues for Discussion

I. Public Relations Committee – Committee Chairman Bob Marszalek

- Issues for Discussion

9. Other Issues/New Business

10. Statements to the Board from the Floor

11. Set date for next meeting

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 6:00 P.M. WEDNESDAY, DECEMBER 3, 2003
6100 SOUTHPORT ROAD
PORTAGE, INDIANA

Chairperson Arlene Colvin called the meeting to order at 6:10 p.m. Nine (9) Commissioners were present. Pledge of Allegiance was recited. Guests were recognized.

Development Commissioners:

Arlene Colvin
Robert Huffman
Mark Reshkin
George Carlson
Mark Lopez
Charlie Ray
Bob Marszalek
Curt Vosti
Steve Davis

Visitors:

Don Ewoldt - LEL
Kelsee Waggoner - Congressman's Office
Jomary Crary - IDNR
Imad Samara - COE
Sandy O'Brien - Hobart
Joseph Askew - Gary resident
Patt Russell - Gary resident

Staff:

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

There were two (2) corrections made to the minutes of the November 5, 2003 meeting. They were (1) on page 2, under Land Acquisition/Management Report, change "low bidder" to read "high bidder" on farm land bids and (2) on page 4, under Finance Report, change "savings account" to read "savings accounts" (plural - not singular. With these corrections, the minutes were approved by a motion from Curt Vosti; motion seconded by Bob Huffman; motion passed unanimously.

Chairperson's Report - Chairperson Arlene Colvin referred to the Executive Session meeting held prior to this meeting. The meeting regarded real estate issues. She felt that the Board members now have a clearer understanding on the land acquisition we are pursuing, in both Hobart Marsh for mitigation and in Stage VI-1.

• Ms. Colvin also stated that the request for an administrative hearing that was filed by Don Ewoldt in regard to the IDNR permit that was received for the east reach levee construction has been withdrawn by Mr. Ewoldt..

Executive Director's Report - Mr. Gardner referred to a draft schedule, as the best case scenario, that he prepared regarding the critical steps that needs to happen to remove Gary from the floodplain. Other factors may throw the schedule off; but if all parties can work together quickly, he feels that the summer of 2004 is a realistic target date. A lengthy discussion ensued with questions regarding Gary's removal from the floodplain. The Grant and Broadway interchanges at I-80/94 need to be completed, Burr Street II needs to be constructed, and the Griffith levee between Cline and the NSRR need to have tie-back assurance before removal. These all also affect the issuance of the west reach permit. Questions arose as to who actually applies for the removal; what data needs to be submitted for documentation; does O&M have to be in place before removal, etc. Imad Samara stated that the actual construction start of Burr St. 2 does not have to happen as long as we have the commitment by the city in place. Burr Street needs to be completed before construction in VI-1 but not before Gary is removed from the floodplain. He is hoping that Burr Street construction will start no later than September 2004. Imad also stated that the COE will fill out the FEMA application forms but they will require the Commission's signature and the Commission will act as a facilitator. The COE is

submitting the MT2 to FEMA with the necessary data. The COE will produce the floodplain maps and FEMA will verify the floodway.

- It was discussed that it appears the city is pursuing a conservancy district within their boundary. It was felt that it was important to coordinate efforts with them to address O&M at the same time. If a district were in place as those areas come out of the floodplain, it would be easier to impose a much lesser "fee" at that time.
- Commissioner Vosti inquired if it would be possible to use the same procedure for removing sections of Hammond from the floodplain as levee sections were completed. Mr. Vosti informed Imad Samara that before an O&M plan is approved, it needs to be reviewed and approved by this Commission. Imad concurred.
- Mr. Gardner thanked the Commission members who attended the engineering issues meeting held on November 19.
- Mr. Gardner informed the members that Jim Pokrajac accompanied Greg Moore and Marty Maupin on a field investigation Commission owned properties in the east reach to determine what areas could be used for hydric soil areas. Mr. Pokrajac explained that all areas were looked at and, unfortunately, according to Mr. Maupin, only about 85 acres appear to be "suitable"; most of the Commission properties are already existing wetlands. He stated that Greg Moore is writing a letter, documenting their findings. As soon as we receive it, it will be shared with the members.
- Commissioner Mark Lopez inquired whether we have heard anything further from Rich Whitney of INDOT relative to highway bridge credits. Mr. Gardner replied that the COE had received a letter and they are making some comments before responding to it. Kelsee Waggoner said she just talked to Laurie Maudlin of INDOT today and she will have her fax a copy of their letter to us. The letter does contain a dollar figure which Imad thought was around \$4 million but he did not know whether it included all the bridges or highway construction. INDOT's original letter talked about the possibility of \$19 million for bridge credits. We will continue to keep this a priority item.

Outstanding Issues – Regarding several outstanding issues that need addressing by the COE, Jim Pokrajac stated he will work with Imad to see if Gary can get some elevation prints from the COE. The COE is still addressing the road closure issue so a response can be given back to Spike Peller.

- Mr. Vosti made a motion to suspend the rules in order to allow Gary resident Joe Askew to address the Board; motion seconded by Bob Huffman; motion passed unanimously. Mr. Gardner first stated that, after the last Commission meeting, Mr. Askew thought he would be able to stay on our property and rent a barn from us to board his horses. After staff investigated the insurance issue, it was found that in order to have the property covered under our liability policy, the barn must be insured. Upon talking to the Commission's structures insurance provider, it was declared that the barn is "uninsurable". The concern is that we do not want to put our liability insurance policy at risk. Accordingly, the barn needs to be demolished due to property liability insurance policy for vacant property only. Mr. Askew then addressed the Board, stating that although he understands about our insurance coverage, he feels that he could make it insurable. He does have a plan for the land and feels it would benefit residents of Gary, as well as us, by paying rent. He also checked with an insurance company and he again stated he would be willing to sign a waiver dismissing us from liability. He asked to be able to come back at the next meeting with a plan for what he wants to do with the property. Attorney Casale proceeded to state that a signed waiver would only provide coverage for him up to the value of his assets, not anyone else who would enter the property. A lengthy discussion ensued. Commissioner Lopez stated that our energy should be directed toward flood control and did not feel all this discussion on the property rental warranted the time and effort we were giving it. Mr. Gardner agreed, stating that the horses were already stabled there when we bought the property. Mr. Askew had no claim to it; he just moved his horses in a vacant barn he saw without permission from anyone. The land purchase, as a flowage easement, is intended for flood storage and environmental restoration. Commissioner Bob Marszalek agreed with Mark Lopez in that if the insurance company says the barn is uninsurable, it should be demolished and not rented out for the horses. Even with a waiver, we'd probably be sued anyway. The Board was sympathetic to Mr. Askew's plight but felt we should not rent to him. Mr. Vosti made a motion to return to normal business agenda; motion seconded by Bob Huffman; motion passed unanimously.

Steve Davis asked Attorney Casale if he signed a waiver after the last meeting and Attorney Casale said he did not send him a waiver to sign after he found out about the insurance issue. Bob Marszalek proceeded to make a motion to not rent the barn to Mr. Askew because the barn is not insurable and we do not want to put our land liability insurance at risk; motion seconded by Curt Vosti; motion passed with one abstention by Bob Huffman. Mark Lopez made a motion for the Commission to proceed to notify him to have his horses removed and stabled at another location so we can proceed to have the barn demolished to comply with insurance requirements; motion seconded by Charlie Ray; motion passed. Mr. Vosti informed Mr. Askew that he could come back anytime in the future with a proposal for the land for consideration by the Board.

Land Acquisition/Land Management Committee – Committee Chairperson Arlene Colvin made a motion for approval to increase an offer on DC1010-E to \$29,037.50 (from \$25,250) which is a standard COE 15% creditable increase; motion seconded by Curt Vosti; motion passed unanimously.

- Ms. Colvin made a motion to accept a donation of 5 acres of property (needed for a permanent and temporary work area easement) located south of the K-Mart area in Hammond; motion seconded by Curt Vosti; motion passed unanimously. This is the first time we are acquiring property through a donation.

Operation & Maintenance Committee – Committee Chairman Bob Huffman informed the Commission that R. W. Armstrong Company is completing an O&M report identifying manpower/cost information for Stage II-3C, which is the sample "target" area for preliminary discussion/approval for O&M purposes. Once completed, a committee meeting will be scheduled to discuss the format.

- Mr. Huffman also stated that a conference call had been held with Jim Meyer regarding an issue he has with IDEM's certification of water quality and how that affects Gary. A meeting needs to be scheduled for further discussion.

Environmental Committee – Committee Chairman Mark Reshkin reported that TPL has secured a 1 month extension for the 173 acres in Hobart Marsh we are pursuing for acquisition. The owners are expected to sign the option and a closing should be the first week of January. It was stated that the Attorney General's Office has to sign off on the DNR offer. Mr. Gardner felt that DNR staff would help facilitate this. TPL will be contacting the next set of landowners once staff has identified property ownership through the Surveyor's Office.

- Dr. Reshkin referred to Dr. Spencer Cortwright's presentation at the Environmental Committee meeting held on October 23. He inquired whether it would be possible to ask Dr. Cortwright to be a member of the Environmental Committee. It was determined that only Commission members should serve on the committees but he could be invited, as a guest, to all Environmental committee meetings. Curt Vosti recommended the issue go to the Policy Committee. Mr. Reshkin stated that he and Dan Gardner attended a meeting at IUN regarding the University Park project. This is a project proposed by the city and IUN that extends from Grant Street to MLK and encompasses a lot of acreage that can be restored, as well as developed.

- Steve Davis mentioned that he had received a response letter from the COE regarding his question of plantings the DNR had concern with on the levees. He forwarded the response to DNR. Jomary Cray stated that she understands that the response is acceptable to DNR.

Legislative Committee – Committee Chairman George Carlson referred to the Times article in which the Congressman has been successful in securing \$4 million Federal money for levee construction this fiscal year. Bob Huffman added that he was glad to see that Federal money was secured for Cady Marsh Ditch in Griffith. Mr. Gardner added that the town of Griffith is the only sponsor for the Cady Marsh project. Imad Samara is their project manager.

Project Engineering Committee – Committee Chairman Bob Huffman informed the Board that the Pump Station 1A progress meeting was held on November 21. The second pump should be installed no later than 12/5/03.

- A utility coordination meeting for Stage VI-1 was held with the COE on November 18. All utilities have been identified in Hammond and Highland. It is anticipated that actual utility relocation costs to the Commission will be

considerably less than what was first estimated. Much of the relocation work will be done as part of the COE construction contract. Mr. Gardner commended Jim Pokrajac on the fine job he is doing coordinating the utilities.

- Final plans for review for Stage VI-1, VI-2, and Burr Street 2 should be distributed for final engineering review and comments by early February, 2004.

Recreation Committee – There was no report.

Marina Committee – There was no report but Commissioner Charlie Ray inquired about the funding requirement we have at the Portage Public Marina. Mr. Gardner explained that we financed phase 1 of marina slip construction through a revenue bond in which the city is paying back. Our obligation with the COE still remains another 100 slips to be built yet. These would also be financed through a revenue bond. We were pursuing plans for phase 2 last year with the city and the bank but an agreement between the city and the Commission was not finalized and plans did not materialized. It is hoped that we can begin discussions again with the city.

Finance Committee – Committee Chairman Curt Vosti gave the financial report. He referred to the financial status sheet and current claims. He made a motion to approve the financial status sheet and the claims for the month of November; motion seconded by Bob Marszalek; motion passed unanimously. He then referred to a proposed 12 month budget for the year of 2004. The budget will be voted on at the January meeting.

- Mr. Vosti then made a motion for a budget transfer of \$200,000 from Budget Line 5860 to Budget Line 5840 to cover November and December expenses; motion seconded by Bob Huffman; motion passed unanimously.

- Mr. Vosti referred to the Finance Committee meeting held November 6 covering items such as funding for O&M, Commission notes that will come due in April, renewal of contracts for the new year, a proposed 2004 budget, the Executive Director's time being reduced from 50% to 20% for a 3 month period, hourly increases for legal and engineering agreements, etc. Another committee meeting will be scheduled before the January meeting to finalize all pending business to be brought before the Commission members in January.

- Mark Lopez inquired whether we solicit for RFPs for professional services. Mr. Gardner replied that when the project construction started, we did a major solicitation for a consultant to review the Coe's project plans and specifications. R. W. Armstrong Company was selected at that time through a several phase interview and qualifications review process. Over the time, they have developed an expertise knowing the project and have been retained on a yearly basis. Mr. Lopez voiced a concern whether or not R. W. Armstrong would have a conflict with us because they are doing other work for the city of Gary. It was discussed that perhaps a clause could be put in their contract addressing potential conflicts. Mr. Lopez asked to be invited to any other meetings with GSD.

Policy Committee – There was no report.

Public Relations Committee – There was no report.

Other Issues – Jim Pokrajac will pursue possible County bridge credits with Lake County Highway Dept. Mr. Pokrajac will talk with Duane Alverson of LCHD in regard to re-construction of the Columbia Avenue bridge.

Statements from the Floor – There were none.

There being no further business, the next meeting was scheduled for 6:00 p.m. Wednesday, January 7, 2004



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

FEMA Map Coordination Contractor
12101 Indian Creek Court
Beltsville, Maryland 20705

To Whom It May Concern:

The City of Gary, Indiana is part of the U.S. Army Corps of Engineers Little Calumet River, Indiana, Local Flood Protection and Recreation Project, authorized by the Water Resources Development Act of 1986. The flood protection project consists of 22 miles of levees and floodwalls designed to protect the communities of Gary, Griffith, Hammond, Highland and Munster from a 200-year flood, and as such also provides protection for the 100-year flood. In addition to the structural protection afforded by the levees and floodwalls, the project also includes bridge modifications, channel clearing and relocations and a flood warning system. The project, once complete, will provide protection to more than 9,500 homes and businesses in Northwest Indiana, resulting in nearly \$11 million dollars in average annual flood damage reduction. Construction on the project began in 1990 and is expected to be complete in 2010. Construction in the Gary reach of the project is nearly complete.

At present there are three segments of the flood control project in Gary that are not complete. These three segments are dependent on other entities for completion. Two of the segments consist of raising I-80/94 off ramps (at Broadway and Grant Streets). The levee project was designed to include the raised ramp, but the roadway reconstruction is being accomplished by the Indiana Department of Transportation (IndOT), and so was not constructed at the same time as the line of protection. The raised ramps will result in freeboard closures (i.e. less than 3 feet). Construction on these two ramps is expected to be complete in the fall of 2004. The Corps will provide documentation of the ramp raise completion, at which time the certification process for the Gary levees can be finalized. A third segment, the Burr Street Betterment Levee is not yet complete. A separate request for remapping will be provided for this segment once the levee and appurtenant features is complete.

The Corps of Engineers is requesting, as an Agent for the City of Gary and the Little Calumet River Basin Development Commission, that a Conditional Letter of Map Revision (CLOMR) be initiated for the Little Calumet Flood Control project levees that have been constructed in the City of Gary. We request that you review the completed MT-2 form, Levee Certification and enclosed documentation in support of this request. A draft version of the Operations and

-2-

Maintenance Manual will be submitted to your office separately by January 31, 2004. A final version of the Operations and Maintenance Manual will be provided to FEMA when available.

Questions regarding the Little Calumet River Flood Control and Recreation project should be directed to Mr. Imad Samara, the Project Manager. Mr. Samara can be reached at 312-846-5560. Questions regarding the technical content of the submittal should be directed to Ms. Susanne Davis (312-846-5510) or Mr. Rick Ackerson (312-846-5511).

Sincerely,



Roy J. Deda, P.E.
Deputy for Project Management

Enclosures

Copies furnished:

Hon. Scott King
City of Gary
(w/o enclosures)

Kelsee Waggoner
Congressional Relation Manager
Congressman Peter J. Vesclosky
(w/o enclosures)

Mr. Dan Gardner
Little Calumet River BDC
(w/o enclosures)

Mr. Ken Hinterlong
Region V
Federal Emergency Management Agency
Department of Homeland Security

Jomary Crary
Indiana DNR, Division of Water

Rajindra Gosine
Indiana DNR, Division of Water

Anita Nance
Indiana DNR, Division of Water

Dennis Zebell
Lawson-Fisher Associates P.C.

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

Technical Services Division

FEMA Map Coordination Contractor
12101 Indian Creek Court
Beltsville, Maryland 20705

To Whom It May Concern:

The City of Gary, Indiana is part of the U.S. Army Corps of Engineers Little Calumet River, Indiana, Local Flood Protection and Recreation Project, authorized by the Water Resources Development Act of 1986. The flood protection project consists of 22 miles of levees and floodwalls designed to protect the communities of Gary, Griffith, Hammond, Highland and Munster from a 200-year flood, and as such also provides protection for the 100-year flood. In addition to the structural protection afforded by the levees and floodwalls, the project also includes pump stations, bridge modifications, channel clearing and relocations and a flood warning system. The levees, floodwalls, and all appurtenant drainage and structural features were designed and constructed in accordance with all applicable Corps of Engineers Design Guidance.

Accordingly, I hereby certify that the analysis, design, and construction of the Little Calumet River Flood Control Project at the city of Gary, Indiana was performed in accordance with all U.S. Army Corp of Engineers design guidance and sound engineering practices.

Sincerely,

A handwritten signature in cursive script, reading "Linda M. Som", is positioned above the typed name.

Linda M. Som, P.E.
Chief, Technical Services Division

Enclosures

FEDERAL EMERGENCY MANAGEMENT AGENCY
OVERVIEW & CONCURRENCE FORM

*OMB No. 3067-0148 Expires
September 30, 2005*

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472, Paperwork Reduction Project (3067-0148). Submission of the form is required to obtain or retain benefits under the National Flood Insurance Program. Please do not send your completed survey to the above address.

A. REQUESTED RESPONSE FROM FEMA

This request is for a (check one):

- ☒ CLOMR: A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision, or proposed hydrology changes (See 44 CFR Ch. 1, Parts 60, 65 & 72).
- ☐ LOMR: A letter from FEMA officially revising the current NFIP map to show the changes to floodplains, regulatory floodway or flood elevations. (See Parts 60 & 65 of the NFIP Regulations.)

B. OVERVIEW

1. The NFIP map panel(s) affected for all impacted communities is (are):

| Community No. | Community Name | State | Map No | Panel No. |
|---------------|----------------------|---------|--------|-----------|
| 180132 | City Of Gary Indiana | Indiana | 180132 | 0001-0018 |

2. Flooding Source: Little Calumet River

3. Project Name/Identifier: Little Calumet River Levee Project

4. FEMA zone designations affected: (choices: A, AH, AO, A1-A30, A99, AE, AR, V, V1-V30, VE, B, C, D, X)

5. Basis for Request and Type of Revision: Levee construction along Little Calumet River

a. The basis for this revision request is (check all that apply)

- ☒ Physical Change ☐ Improved Methodology/Data
- ☐ Regulatory Floodway Revision ☐ Other (Attach Description)

Note: A photograph and narrative description of the area of concern is not required, but is very helpful during review.

b. The area of revision encompasses the following types of flooding and structures (check all that apply)

- | | | | |
|--------------------|--|---|---|
| Types of Flooding: | <input checked="" type="checkbox"/> Riverine | <input type="checkbox"/> Coastal | <input type="checkbox"/> Shallow Flooding (e.g., Zones AO and AH) |
| | <input type="checkbox"/> Alluvial fan | <input type="checkbox"/> Lakes | <input type="checkbox"/> Other (Attach Description) |
| Structures: | <input type="checkbox"/> Channelization | <input checked="" type="checkbox"/> Levee/Floodwall | <input type="checkbox"/> Bridge/Culvert |
| | <input type="checkbox"/> Dam | <input type="checkbox"/> Fill | <input type="checkbox"/> Other, Attach Description |

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C. REVIEW FEE

Has the review fee for the appropriate request category been included? Yes Fee amount: \$ 4,500 (submitted by Community)
 No, Attach Explanation
 Please see the FEMA Web site at http://www.fema.gov/fhm/fm_fees.shtml for Fee Amounts and Exemptions.

D. SIGNATURE

All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Name: Linda Sorn

Company: U.S. Army Corp of Engineers - Chicago District

Mailing Address:

111 North Canal Street, Suite 600
 Chicago, IL 60606

Daytime Telephone No.:

(312) 846-5400

Fax No.:

(312)-353-2156

E-Mail Address: Linda.M.Sorn@usace.army.mil

Signature of Requester (required):

Linda M. Sorn

Date:

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision (LOMR) or conditional LOMR request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a conditional LOMR, will be obtained. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(p), and that we have available upon request by FEMA, all analyses and documentation used to make this determination.

Community Official's Name and Title: Dan Gardner

Director - Little Calumet River Basin Develop Commission

Telephone No.:

(219) 763-0696

Community Name:

Community Official's Signature (required):

Date:

City of Gary

CERTIFICATION BY REGISTERED PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

Certifier's Name:

Linda M. Sorn

License No.:

IL 062-048367

Expiration Date:

30 NOV 2005

Company Name:

USACE - Chicago District

Telephone No.:

(312) 846-5400

Fax No.:

(312) 353-2156

Signature:

Linda M. Sorn

Date:

19 Dec 03

PETER J. VISCLOSKY
1ST DISTRICT, INDIANA

COMMITTEE ON APPROPRIATIONS

SUBCOMMITTEES:

DEFENSE

ENERGY AND WATER DEVELOPMENT

CONGRESSIONAL STEEL CAUCUS

VICE-CHAIRMAN

U.S. HOUSE LAW ENFORCEMENT
CAUCUS

Congress of the United States
House of Representatives
Washington, DC 20515-1401

2313 RAYBURN BUILDING
WASHINGTON, DC 20515-1401
(202) 226-2461

701 EAST 83RD AVENUE, SUITE 9
MERRILLVILLE, IN 46410
(219) 795-1844

Call Toll Free
1 888 423 PETE
(1 888 423-7383)

INTERNET:
<http://www.house.gov/visclosky/>

December 8, 2003

Mr. Stanley Dobosz
Town Council President
Town of Griffith
111 North Broad Street
Griffith, Indiana 46319

Dear Stan:

I write today to follow-up on a recent conversation you had with my Manager of Projects and Grants, Kelsee Waggoner, as it relates to the Little Calumet River flood control project and the Griffith tieback.

It is my understanding that the levee located along the Little Calumet River from Cline Avenue east to the railroad tracks was originally built in the 1970's and has since been upgraded in 1999. However, according to the Federal Emergency Management Agency (FEMA) and the Indiana Department of Natural Resources (IDNR), this tieback is not certified. In order for communities along the Little Calumet River to be removed from the floodplain, one of the requirements identified is that the Griffith tieback must be formally certified. I respectfully ask that the Town of Griffith start the process in order to get this tieback certified.

As you may know, construction on the Little Calumet River flood control project began in 1990 and is currently approximately 50 percent complete. When finished, this flood control project will protect more than 9,500 homes and businesses in Gary, Griffith, Hammond, Highland, and Munster.

I appreciate your assistance with this matter.

Sincerely,



Peter J. Visclosky
Member of Congress

PJV:kw

cc: Dan Gardner, Little Calumet River Basin Development Commission



INDIANA DEPARTMENT OF TRANSPORTATION
100 North Senate Avenue
Room N755
Indianapolis, Indiana 46204-2249
(317) 232-5533 FAX: (317) 232-0238
An Equal Opportunity Employer • <http://www.in.gov/dot>

JOSEPH E. KERNAN, Governor
J. BRYAN NICOL, Commissioner

November 13, 2003

Writer's Direct Line

Mr. Inad Samara
Department of the Army
Chicago District, U.S. Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

Dear Mr. Samara:

The Indiana Department of Transportation (INDOT) and the Indiana Division of the Federal Highway Administration (FHWA) are writing to provide documentation of the eligibility of certain highway projects for State credit towards Corps of Engineers federal funding.

The project associated with Contract B-21488, involving a bridge replacement on US 41 over the Little Calumet River, has been determined to be fully creditable as 100% of the work was associated with the Little Calumet Watershed Development. This project had a total cost of \$3,059,316 including design, right of way and construction costs. Of this amount, \$506,349 was financed with State funds.

The project associated with Contract D-26411 has also been determined to be 100% creditable. The project to replace the bridge over I-80 at Georgia Street had a final cost of \$3,081,000, of which \$616,200 is available for State credit use.

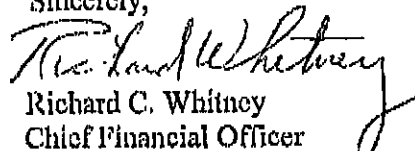
Finally, INDOT's project on I-80 at Grant Street to reconstruct the road, Contract R-23493, had a final cost of \$3,945,000. Of this amount, \$2,868,234 is creditable for state match as it was comprised of State highway funds and State bond proceeds.

In total, \$3,990,784 is available for use by the Little Calumet River Basin Development Commission (Commission) as matching credit towards their federal funds. The State Highway funds and State bond proceeds have not been used to credit any other project, and are available solely for the Commission's use.

As you know, INDOT has determined that up to \$19,593,239 can be used in this credit, contingent on the amount of each project that has been determined to be creditable. We will continue to work with your office and the Commission to determine the amount of credits yet available for this important project.

Please do not hesitate to contact us if you have any questions or need any further information.

Sincerely,


Richard C. Whitney
Chief Financial Officer

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PETER J. VISCLOSKY
1ST DISTRICT, INDIANA

COMMITTEE ON APPROPRIATIONS
SUBCOMMITTEES:
DEFENSE
ENERGY AND WATER DEVELOPMENT
CONGRESSIONAL STEEL CAUCUS
VICE-CHAIRMAN
U.S. HOUSE LAW ENFORCEMENT
CAUCUS

Congress of the United States
House of Representatives
Washington, DC 20515-1401

2313 RAYBURN BUILDING
WASHINGTON, DC 20515-1401
(202) 225-2481

701 EAST 83RD AVENUE, SUITE 9
MERRILLVILLE, IN 46410
(219) 795-1844

Call Toll Free
1 888 423 PETE
(1 888 423-7383)

INTERNET:
<http://www.house.gov/visclosky/>

December 16, 2003

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

Dear Dan:

Enclosed please find correspondence submitted to my office by my constituent, Mr. Harvey Cleland.

Mr. Cleland has contacted my office with concerns regarding twelve (12) acres of vacant land he owns in Munster near the Little Calumet River. Mr. Cleland has inquired as to when his property along Castle Drive and Fairway Avenue will be removed from the flood plain. I would greatly appreciate your review of the circumstances involved in this matter.

Please feel free to contact Kelsee Waggoner, my Manager of Projects and Grants, at the Merrillville District Office should you have any questions or comments pertaining to this request.

Thank you for your kind attention to this matter.

Sincerely,



Peter J. Visclosky
Member of Congress

PJV:kw



100 N. GRIFFITH BOULEVARD • GRIFFITH, INDIANA 46319•2154
(219) 924-1999 • (219) 756-1999 • (708) 891-0900 • Fax (219) 924-2903

December 11, 2003

Kelsey Waggoner
Merrillville District Office
701 East 83rd Ave. Suite 9
Merrillville, In 46410

Re: Flood Plain Land in Munster, Indiana

Dear Kelsey,

Enclosed is pertinent data regarding approximately twelve (12) acres of vacant land in Munster adjoining the Little Calumet River.

The question is:

- A) Is there any possibility of this land being taken out of the flood plain designation within the next two years?
- B) If not two years, a reasonable time estimate of when.

DEC 15 2003

Sincerely,

Harvey Cleland
(HC)

Harvey Cleland
HC:ps
enclosures

13

HEATING • COOLING • PLUMBING • ELECTRIC

1. The first part of the document is a list of names and addresses of the members of the committee. The names are written in a cursive hand, and the addresses are written in a more formal, printed hand. The list is organized in a table-like format with three columns: Name, Address, and a third column that appears to contain some numerical or identifying information.

2. The second part of the document is a long, continuous block of text. It appears to be a letter or a report, written in a cursive hand. The text is dense and covers most of the page. It begins with a salutation, possibly "Dear Sir" or "My dear Sir", and continues with several paragraphs of text. The handwriting is somewhat slanted and fluid, characteristic of the cursive style of the 18th or 19th century.

3. The third part of the document is a list of names and addresses, similar to the first part. It is also organized in a table-like format with three columns. The names are written in a cursive hand, and the addresses are written in a more formal, printed hand. This list is also quite long and covers a significant portion of the page.

4. The fourth part of the document is a list of names and addresses, similar to the previous lists. It is organized in a table-like format with three columns. The names are written in a cursive hand, and the addresses are written in a more formal, printed hand. This list is also quite long and covers a significant portion of the page.

5. The fifth part of the document is a list of names and addresses, similar to the previous lists. It is organized in a table-like format with three columns. The names are written in a cursive hand, and the addresses are written in a more formal, printed hand. This list is also quite long and covers a significant portion of the page.

ATTORNEYS AT LAW

CASALE, WOODWARD & BULS, LLP

9223 BROADWAY-SUITE A • CAMBRIDGE COMMONS • MERRILLVILLE, IN 46410 • TELEPHONE: 219-736-9990 • FAX: 219-736-9991
417 S. DEARBORN STREET - SUITE 1000 • CHICAGO, ILLINOIS 60605 • TELEPHONE: 312-663-0901 • FAX: 312-663-0991
1205 S. HALLECK STREET • DEMOTTE, IN 46310 • TELEPHONE: 219-987-7770
E-MAIL: thefirm@cwblawfirm.com

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

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENZ
CAROL E. BERWANGER
REBECCA A. ROSENBAUM
PAMELA R. MILLER
FINANCIAL COORDINATOR
JULIE MALKOWSKI

December 4, 2003

DC 739
Mr. Joseph Askew
1165 Harrison Boulevard
Gary, IN 46407

Received
12/8/03
gm.

RE: DC 739 (Lot 64 Carver Small Farms in the East Remediation area)

Dear Mr. Askew:

This correspondence concerns your possession and use of the above referenced property and your request to lease the property. While the Commission has taken your request into consideration and made efforts to accommodate your circumstances, due to insurance and liability considerations, it will not be able to allow you to remain on the property described above. This correspondence is official notice for you to vacate the premises within thirty (30) days of the date of this letter.

Please be aware that if you do not vacate the premises within thirty (30) days, judicial action may be brought against you in order to remove you from the premises, and the Commission may seek reimbursement of the costs in bringing that action. Please take this letter under advisement and act accordingly.

All future inquiries and correspondence should be forwarded to my attention.

Sincerely,

CASALE, WOODWARD & BULS, LLP


Louis M. Casale

LMC/amo

cc: Dan Gardner, LCRBDC

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

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2002 - NOVEMBER 30, 2003

CASH POSITION - JANUARY 1, 2003

| | |
|-------------------------|--------------|
| CHECKING ACCOUNT | |
| LAND ACQUISITION | 134,776.87 |
| GENERAL FUND | 43,780.09 |
| TAX FUND | 0.00 |
| INVESTMENTS | 958,000.00 |
| SAVINGS | 315,341.09 |
| ESCROW ACCOUNT INTEREST | 1,015.16 |
| | <hr/> |
| | 1,452,913.21 |

RECEIPTS - JANUARY 1, 2003 - NOVEMBER 30, 2003

| | |
|---|------------|
| LEASE RENTS | 48,737.10 |
| LEL MONIES (SAVINGS) | |
| INTEREST INCOME(FROM CHECKING & FIRST NATL) | 28,777.35 |
| LAND ACQUISITION | 508,946.76 |
| ESCROW ACCOUNT INTEREST | 278.65 |
| MISC. RECEIPTS | 42,002.34 |
| KRBC REIMBURSEMENT RE: TELEPHONE CHARGE | 1,372.29 |
| TRANSFERRED FROM SAVINGS | 97,350.14 |
| PROCEEDS FROM VOIDED CHECKS | 228.92 |
| TOTAL RECEIPTS | <hr/> |
| | 727,693.55 |

DISBURSEMENTS - JANUARY 1, 2002 - NOVEMBER 30, 2003

| | |
|---|------------|
| ADMINISTRATIVE | |
| 2001 EXPENSES PAID IN 2002 | 119,002.99 |
| PER DIEM | 7,950.00 |
| LEGAL SERVICES | 4,241.63 |
| NIRPC | 129,095.71 |
| TRAVEL & MILEAGE | 1,221.00 |
| PRINTING & ADVERTISING | 2,093.88 |
| BONDS & INSURANCE | 6,429.00 |
| TELEPHONE EXPENSE | 5,172.11 |
| MEETING EXPENSE | 889.45 |
| LAND ACQUISITION | |
| LEGAL SERVICES | 70,733.54 |
| APPRAISAL SERVICES | 52,275.00 |
| ENGINEERING SERVICES | 39,592.67 |
| LAND PURCHASE CONTRACTUAL | 81,831.00 |
| FACILITIES/PROJECT MAINTENANCE SERVICES | 0.00 |
| OPERATIONS SERVICES | 0.00 |
| LAND MANGEMENT SERVICES | 188,203.73 |
| SURVEYING SERVICES | 12,910.00 |
| MISCELLANEOUS EXPENSES | 0.00 |
| ECONOMIC/MARKETING SOURCES | 0.00 |
| PROPERTY & STRUCTURE COSTS | 47,469.67 |
| MOVING ALLOCATION | 0.00 |
| TAXES | 6,842.85 |
| PROPERTY & STRUCTURES INSURANCE | 200.00 |
| UTILITY RELOCATION SERVICES | 24,918.85 |
| LAND CAPITAL IMPROVEMENT | 0.00 |
| STRUCTURAL CAPITAL IMPROVEMENTS | 2,484.00 |
| BANK CHARGES MERCANTILE | 90.05 |
| PASS THROUGH FOR SAVINGS | 115,565.90 |
| TOTAL DISBURSEMENTS | <hr/> |
| | 800,210.04 |

CASH POSITION - NOVEMBER 30, 2003

| | |
|-----------------------------------|--------------|
| CHECKING ACCOUNT | |
| LAND ACQUISITION | 75,231.32 |
| GENERAL FUND | 30,530.50 |
| TAX FUND | 0.00 |
| TOTAL FUNDS IN CHECKING ACCOUNT | 105,761.82 |
| TOTAL INVESTMENTS | 958,000.00 |
| FIRST NATIONAL BANK | 700,000.00 |
| (BASE CAPITAL INVESTMENT) | 4/26/2004 |
| FIRST NATIONAL BANK | 258,000.00 |
| (MISC INTEREST/RENTAL INVESTMENT) | 4/26/2004 |
| BANK ONE SAVINGS ACCOUNT BALANCE | 274,536.95 |
| (LEL MONEY) | 140,102.15 |
| (MARINA SAND MONEY) | 133,721.49 |
| + (STATE DRAW MONIES) | - |
| (GARY PARKS & REC MONIES) | - |
| SAVINGS INTEREST | 713.31 |
| TOTAL INVESTMENTS & SAVINGS | 1,232,536.95 |
| ESCROW ACCOUNT INTEREST AVAILABLE | <hr/> |
| | 1,293.81 |

TOTAL OF ALL ACCOUNTS 1,339,592.58

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, DECEMBER 2003

| | 2003 | | | | | | | 9 MONTH ALLOCATED | UNALLOCATED BUDGETED |
|--|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|----------------------|-------------------------|
| | BUDGET | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200.00 | 15,800.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 593.66 | 283.33 | 310.33 | 589.33 | 634.33 | 697.33 | 3,108.31 | 5,391.69 |
| 5812 NIRPC SERVICES | 135,000.00 | 10,210.39 | 10,747.62 | 10,448.76 | 10,456.63 | 10,809.44 | 10,416.63 | 63,089.47 | 71,910.53 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 91.42 | 13.44 | 11.48 | 7.28 | 15.96 | 23.52 | 163.10 | 13,836.90 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 0.00 | 203.88 | 0.00 | 0.00 | 0.00 | 0.00 | 203.88 | 4,796.12 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 77.00 | 0.00 | 0.00 | 6,352.00 | 0.00 | 6,429.00 | 1,071.00 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 115.61 | 384.39 | 296.20 | 290.49 | 405.42 | 0.00 | 1,492.11 | 5,507.89 |
| 5825 MEETING EXPENSES | 8,000.00 | 109.90 | 68.65 | 24.84 | 78.00 | 90.80 | 329.35 | 701.54 | 7,298.46 |
| 5840 PROFESSIONAL SERVICES | 550,000.00 | 22,062.06 | 27,986.54 | 38,322.98 | 42,878.68 | 47,427.93 | 34,239.27 | 212,917.46 | 337,082.54 |
| 5860 PROJECT LAND PURCHASE EXP. | 4,563,121.00 | 1,300.00 | 1,650.00 | 155.61 | 79.00 | 5,532.00 | 34.00 | 8,750.61 | 4,554,370.39 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 691.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 691.00 | 24,309.00 |
| 5882 UTILITY RELOCATION EXP. | 200,000.00 | 0.00 | 0.00 | 0.00 | 10,133.15 | 2,096.19 | 745.80 | 12,975.14 | 187,024.86 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 250,000.00 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 2,484.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,484.00 | 22,516.00 |
| 5892 PROJECT COSTSHARE/ESC ACCT | 400,000.00 | | | | | | | | |
| | 6,214,121.00 | 37,858.04 | 41,414.85 | 49,570.20 | 64,512.56 | 73,364.07 | 46,485.90 | 313,205.62 | 5,500,915.38 |

9/

| | 2003 | | | | | | | 9 MONTH ALLOCATED | UNALLOCATED BUDGETED |
|---------------------------------------|-------------------|------------|-----------|-----------|-----------|-----------|------------|----------------------|-------------------------|
| | BUDGET | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 3,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,050.00 | 7,350.00 | 8,650.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 283.33 | 283.33 | 283.33 | 283.33 | 283.33 | 283.33 | 4,808.29 | 3,691.71 |
| 5812 NIRPC SERVICES | 135,000.00 | 10,483.16 | 10,636.33 | 10,437.66 | 10,754.71 | 10,417.18 | 10,476.70 | 126,295.21 | 8,704.79 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 349.68 | 24.92 | 29.68 | 17.64 | 41.30 | 467.12 | 1,093.44 | 12,906.56 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 0.00 | 1,880.00 | 0.00 | 66.28 | 0.00 | 0.00 | 2,150.16 | 2,849.84 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,429.00 | 1,071.00 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 705.20 | 513.07 | 0.00 | 643.57 | 322.35 | 347.57 | 4,023.87 | 2,976.13 |
| 5825 MEETING EXPENSES | 8,000.00 | 0.00 | 59.70 | 91.12 | 37.09 | 172.37 | 19.50 | 1,081.32 | 6,918.68 |
| 5840 PROFESSIONAL SERVICES | 550,000.00 | 67,948.68 | 42,710.61 | 44,668.83 | 34,467.68 | 55,132.73 | 74,392.61 | 532,238.60 | 17,761.40 |
| 5860 PROJECT LAND PURCHASE EXP. | 4,563,121.00 | 30,055.28 | 8,510.00 | 126.00 | 6,046.57 | 23,750.00 | 25,100.00 | 102,338.46 | 4,460,782.54 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 891.00 | 24,109.00 |
| 5882 UTILITY RELOCATION EXP. | 200,000.00 | 3,076.92 | 5,019.17 | 3,554.18 | 0.00 | 6,028.70 | 778.10 | 31,432.21 | 168,567.79 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 250,000.00 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,484.00 | 22,516.00 |
| 5892 PROJECTCOSTSHARE/ESC ACCT | 400,000.00 | | | | | | | | |
| | 6,214,121.00 | 116,202.25 | 69,637.13 | 59,190.80 | 52,316.87 | 96,147.96 | 115,914.93 | 822,615.56 | 4,991,505.44 |

CLAIMS PAYABLE FOR DECEMBER 2003

| ACCT | VENDOR NAME | AMOUNT | EXPLANATION OF CLAIM |
|------|-------------------------------------|-----------|--|
| 5801 | ARLENE COLVIN | 350.00 | PER DIEM 7/2/03-12/3/03 |
| 5801 | EMERSON DELANEY | 200.00 | PER DIEM 7/2/03-10/1/03 |
| 5801 | CURT VOSTI | 400.00 | PER DIEM 7/2/03-12/3/03 |
| 5801 | ROBERT MARSZALEK | 350.00 | PER DIEM 8/6/03-12/3/03 |
| 5801 | GEORGE CARLSON | 650.00 | PER DIEM 7/2/03-10/23/03 |
| 5801 | MARK LOPEZ | 400.00 | PER DIEM 7/10/03-12/3/03 |
| 5801 | CHARLIE RAY | 400.00 | PER DIEM 7/2/03-12/3/03 |
| 5801 | MARK RESHKN | 450.00 | PER DIEM 7/2/03-12/3/03 |
| 5801 | JOHN MROCKOWSKI | 150.00 | PER DIEM 7/24/03-10/1/03 |
| 5801 | ROBERT HUFFMAN | 700.00 | PER DIEM 7/2/03-12/3/03 |
| 5811 | CASALE, WOODWARD & BULLS LLP | 283.33 | MONTHLY RETAINER THROUGH 12/21/03 |
| 5812 | NIRPC | 10,379.04 | SERVICES PERFORMED NOVEMBER 2003 |
| 5812 | UNITED PARCEL SERVICE | 34.00 | OVERNIGHT MAIL |
| 5812 | UNITED PARCEL SERVICE | 18.75 | OVERNIGHT MAIL |
| 5812 | JAMES E. POKRAJAC | 37.65 | REIMBURSEMENT FOR OFFICE SUPPLIES |
| 5812 | SAND RIDGE BANK | 9.26 | PURCHASE OF STATIONERY FOR COMMISSION USE |
| 5821 | SANDY MORDUS | 13.50 | TRANSPORTATION COSTS INCURRED FOR 12/8/03 COE REAL ESTATE MEETING IN CHICAGO |
| 5821 | ROBERT HUFFMAN | 124.32 | MILEAGE 7/2/03-12/03/03 |
| 5821 | MARK RESHKN | 70.56 | MILEAGE 7/2/03-12/03/03 |
| 5821 | CHARLIE RAY | 35.84 | MILEAGE 7/2/03-12/03/03 |
| 5821 | MARK LOPEZ | 80.64 | MILEAGE 7/10/03-12/3/03 |
| 5821 | ROBERT MARSZALEK | 31.36 | MILEAGE 8/6/03-12/3/03 |
| 5821 | EMERSON DELANEY | 17.92 | MILEAGE 7/2/03-10/1/03 |
| 5821 | ARLENE COLVIN | 35.28 | MILEAGE 7/2/03-12/3/03 |
| 5821 | DAN GARDNER | 25.50 | TRANSPORTATION COSTS INCURRED FOR 12/5/03 |
| 5821 | SANDY MORDUS | 32.20 | MILEAGE 12/4/03-12/31/03 |
| 5824 | VERIZON | 123.96 | BILLING PERIOD 12/16/03-1/16/04(TOTAL BILL 236.63, KRBC 112.67) |
| 5824 | AT & T | 223.61 | BILLING PERIOD 11/13/03-12/12/03(TOTAL BILL 233.42, KRBC 9.81) |
| 5825 | GEORGE CARLSON | 19.50 | EXPENSES INCURRED FOR 11/17/03 NOMINATING COMMITTEE MEETING |
| 5841 | ASSOCIATED PROPERTY COUNSELORS LTD | 2,500.00 | APPRAISAL FEE FOR DC-1023 |
| 5841 | ASSOCIATED PROPERTY COUNSELORS LTD | 2,500.00 | APPRAISAL FEE FOR DC-1022 & 1024 |
| 5841 | JANET O'TOOLE & ASSOCIATES | 2,500.00 | APPRAISAL FEE FOR DC-92 |
| 5841 | JANET O'TOOLE & ASSOCIATES | 3,500.00 | APPRAISAL FEE FOR DC-465 |
| 5841 | ROBERT W. METZ | 1,000.00 | COURT ORDERED APPRAISAL FOR DC-1012B |
| 5841 | HAROLD L. WHEELER | 1,000.00 | COURT ORDERED APPRAISAL FOR DC-1012B |
| 5841 | TONY ZALESKI JR | 1,000.00 | COURT ORDERED APPRAISAL FOR DC-1012B |
| 5842 | R. W. ARMSTRONG | 3,114.09 | PROFESSIONAL SERVICES FOR PERIOD ENDED 12/12/03 |
| 5843 | LAKE COUNTY RECORDER | 32.00 | RECORDING FEES FOR DC-1010F |
| 5843 | LAKE COUNTY RECORDER | 16.00 | RECORDING FEES FOR DC-1174 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 570.00 | TITLE WORK FOR DC-826(PART OF SECTIONS 13 & 14-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-549(PART OF HARRISON ST IN SECTION 21-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-550(PART HARRISON ST IN SECTION 21-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 570.00 | TITLE WORK FOR DC-822(PART SECTION 14-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-550(PART OF BROADWAY Section 21 & 22 36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART OF CALUMET HOME GARDENS SUBDIV) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 85.00 | TITLE WORK FOR DC-1011B |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART OF CALUMET HOME GARDENS SUBDIV) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-614(PART LOTS & 8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART OF LOT 44) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART SECTION 14-36-9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART OF SECTION 14-36-9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-614(PART OF SE QUARTER IN SECT 14-36-9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-614(PART OF SE QUARTER IN SECT 14-36-9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-603 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-69 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 425.00 | TITLE WORK FOR DC-1174 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOTS 3-6, BLOCK 6) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 14 BLOCK 4) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 15 BLOCK 3) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOTS 2-5 BLOCK 7) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 11 BLOCK 7) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(Lots 7-9 block 7) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 7 BLOCK 6) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 8 BLOCK 6) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 9 BLOCK 6) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOTS 10-11 BLOCK 6) |

7

CLAIMS PAYABLE FOR DECEMBER 2003 PAGE 2

| ACCT | VENDOR NAME | AMOUNT | EXPLANATION OF CLAIM |
|------|-------------------------------------|-----------|--|
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 13 BLOCK 7) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 3 BLOCK 9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOT 13 BLOCK2) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOTS 7-8 BLOCK 9) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-548(LOTS7-10,12-14 BLOCK 8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-493 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-613 |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-827(PART SECTIONS 13 & 14 IN 36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-827(PART SECTIONS 13 & 14 IN 36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 355.00 | TITLE WORK FOR DC-827(PART SECTION 13-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-827(PART SECTION 13-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 485.00 | TITLE WORK FOR DC-1020A |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-614(PART OF SECTION 14-36-8) |
| 5843 | STEWART TITLE SERVICES OF NORTHWEST | 470.00 | TITLE WORK FOR DC-614(PART OF SECTION 14-36-8) |
| 5843 | MERIDIAN TITLE CORPORATION | 285.00 | TITLE WORK FOR DC-320 |
| 5843 | MERIDIAN TITLE CORPORATION | 285.00 | TITLE WORK FOR DC-360 |
| 5843 | MERIDIAN TITLE CORPORATION | 285.00 | TITLE WORK FOR DC-1011B |
| 5843 | TICOR TITLE INSURANCE COMPANY | 85.00 | TITLE WORK FOR DC-1032 |
| 5844 | JAMES E. POKRAJAC | 4,075.50 | ENGINEERING SERVICES 11/16/03-11/30/03 |
| 5844 | JAMES E. POKRAJAC | 140.28 | NOVEMBER MILEAGE |
| 5844 | JAMES E. POKRAJAC | 4,807.00 | ENGINEERING SERVICES 12/1/03-12/15/03 |
| 5844 | JUDITH VAMOS | 2,669.80 | LAND ACQUISITION SERVICES 11/16/03-11/25/03 |
| 5844 | JUDITH VAMOS | 28.84 | NOVEMBER MILEAGE |
| 5844 | JUDITH VAMOS | 3,666.00 | LAND ACQUISITION SERVICES 12/1/03-12/15/03 |
| 5844 | G. LORRAINE KRAY | 752.00 | CREDITING TECHNICIAN/LAND ACQUISITION ASST 11/18/03-11/28/03 |
| 5844 | G. LORRAINE KRAY | 864.80 | CREDITING TECHNICIAN/LAND ACQUISITION ASST 12/02/03-12/11/03 |
| 5844 | SANDY MORDUS | 257.25 | CREDITING TECHNICIAN SERVICES 11/17/03-11/25/03 |
| 5844 | SANDY MORDUS | 330.75 | CREDITING TECHNICIAN SERVICES 12/2/03-12/15/03 |
| 5846 | NATIONAL FLOOD INSURANCE PROGRAM | 4,500.00 | APPLICATION PROCESSING FEE FOR LOMR MT-2 FEMA APPLICATION |
| 5847 | DLZ | 2,030.50 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 1,700.00 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 1,670.00 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 517.50 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 372.50 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 75.00 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 3,170.50 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 445.00 | PROFESSIONAL SERVICES FOR SVI-II |
| 5847 | DLZ | 785.00 | PROFESSIONAL SERVICES FOR SVI-II |
| 5849 | CASALE, WOODWARD & BULS LLP | 7,137.50 | LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 12/21/03 |
| 5861 | VIRGINIA STINCIO | 25,100.00 | PURCHASE PRICE OF DC-1012B |
| 5882 | SHORT ELLIOTT HENDRICKSON INC | 758.50 | UTILITY RELOCATE ASSISTANCE SVI-I |
| 5882 | NIES | 19.60 | UTILITY RELOCATE ASSISTANCE SVI-II |

107,666

TOTAL 115,914.93

18

PROPOSED 2004 OPERATING BUDGET

| Budget Code | Category | 2003 (12 month) Budget | 2004 (12 month) Budget |
|-------------------------------------|----------------------------|------------------------------|------------------------------|
| <u>ADMINISTRATIVE BUDGET</u> | | | |
| 5801 | Per diem expenses | \$16,000.00 | \$15,000.00 |
| 5811 | Legal Services | \$8,500.00 | \$8,500.00 |
| 5812 | NIRPC Services | \$135,000.00 | \$130,000.00 |
| | a) Basic staff support | | |
| | b) Mileage/expenses | | |
| | c) Room rental | | |
| | d) Postage | | |
| | e) Copying machine | | |
| | f) Printing/graphics labor | | |
| | g) Office supplies | | |
| | h) Other | | |
| 5821 | Travel and Mileage | \$14,000.00 | \$10,000.00 |
| 5822 | Printing and Advertising | \$5,000.00 | \$5,000.00 |
| 5823 | Bonds and Insurance | \$7,500.00 | \$8,000.00 |
| 5824 | Telephone Costs | \$7,000.00 | \$7,000.00 |
| 5825 | Meeting Expenses | \$8,000.00 | \$8,000.00 |
| SUB TOTAL | | \$201,000.00 | \$191,500.00 |

LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET

| | | | |
|---------------------|--|-----------------------|-----------------------|
| 5840 | Professional/Consultant Services | \$350,000.00 | \$650,000.00 |
| 5841 | Appraisal Services | | |
| 5842 | Engineering/design services | | |
| 5843 | Land Purchase contractual services | | |
| 5844 | Land management services | | |
| 5845 | Facilities/project maintenance services | | |
| 5846 | Operational services | | |
| 5847 | Surveying services | | |
| 5848 | Economic/marketing sources | | |
| 5849 | Legal Services | | |
| 5860 | Project Land Purchase Contracts | \$4,763,121.00 | \$4,073,177.00 |
| 5861 | Property & Structures costs | | |
| 5862 | Moving/relocation costs | | |
| 5863 | Real Estate Taxes owed account (pass through account) | | |
| 5881 | Property/Structure Insurance | \$25,000.00 | \$25,000.00 |
| 5882 | Utility Relocation Costs | \$200,000.00 | \$200,000.00 |
| 5883 | Land Capital Improvements | \$250,000.00 | \$25,000.00 |
| 5884 | Structures Capital Improvements | \$25,000.00 | \$25,000.00 |
| 5892 | Project Cost Share Payments/Escrow Account | (\$400,000.00) | (\$400,000.00) |
| SUB TOTAL | | \$6,013,121.00 | \$4,998,177.00 |
| TOTAL BUDGET | | \$6,214,121.00 | \$5,189,677.00 |

Note:

- \$5 million allocated on 8/14/03 from 2003/04 - 2004/05 General Fund budget
- \$2 million appropriated from 2003/04 - 2004/05 yet to be allocated

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

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

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

1. (1) NIRPC shall assign Daniel Gardner to serve part time in the capacity of Executive Director of the Little Calumet River Basin Development Commission. NIRPC and the LCRBDC shall agree each month as to whether the LCRBDC share of his time shall be 20% or 50% of full time. If 20% time is assigned to the LCRBDC, the LCRBDC shall compensate NIRPC fifteen hundred (\$1,500) per month for these services. If 50% time is assigned to the LCRBDC, the LCRBDC shall compensate NIRPC three thousand, seven hundred and fifty (\$3,750) per month for these services. If more than 50% of time is desired by the LCRBDC, the parties to this agreement may negotiate an additional amount for such services. ✓

(2) NIRPC shall assign Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. For these services the LCRBDC shall compensate NIRPC four thousand (\$4,000) dollars per month. ✓

(3) NIRPC shall provide the LCRBDC with the provision of space, basic utilities such as gas, electric and water, use of conference and meeting rooms, use of other common facilities, and the provision of reception services including the answering of telephones and greeting of visitors. For these services, the LCRBDC shall compensate NIRPC one thousand (\$1,000) per month. ✓

(4) Should the need arise to replace either of these staff members during the course of the Agreement; it will be done with the mutual consent of both parties to this Agreement. Should either staff member receive a salary increase during the course of this agreement, the amount charged will be increased on a basis equivalent to the percentage salary increase.

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

C. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with two additional 10' by 10' offices and one partitioned space for use by its employees, contractors or agents. For these staff spaces, the LCRBDC shall compensate NIRPC at the rate of eight hundred and seventy-five (\$875) dollars per month. Should the LCRBDC desire additional space, NIRPC will make it available at a mutually agreed to cost.

+ \$35
(4%)

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

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

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

F. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of six hundred seventy-five (\$675) dollars per month.

+ \$25
(3.7%)

1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.
 2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.
 3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.
 4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.
 5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.
- G. The LCRBDC and NIRPC shall work out arrangements for telephone service and equipment in a manner that is mutually agreeable and cost effective to both parties.
- H. NIRPC shall make available use of its postage machine. Actual postage costs shall be billed to the LCRBDC.
- I. NIRPC shall make available to the LCRBDC the use of its copy machine. Use of this equipment will be billed at the rate of \$5.00 per month plus \$.06 per copy. ✓ same
- J. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of \$5.00 per month. ✓ same
- K. LCRBDC agrees not to install within the NIRPC offices telephone, copier, or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the LCRBDC.
- L. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics, printing, and clerical time charges will be billed at twenty-seven dollars and fifty cents (\$27.50) per hour. No per copy charge will be made. No charge will be made for bond. ✓ + \$1.50 (5.4%)

paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.

- M. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.
- N. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.
- O. This agreement shall be effective January 1, 2004 and shall terminate December 31, 2004. However, either party may terminate the agreement at an earlier date by providing written notice of intent at least sixty (60) days prior to an effective termination date, which shall coincide with the last day of a calendar month.

**NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION**

By:

**James E. Ranfranz
Executive Director**

ATTEST:

**Hugh Rhein
Director of Administrative Services**

**LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION**

By:

**Arlene Colvin
Chairperson**

ATTEST:

**Dan Gardner
Executive Director**



Little Calumet River Basin Development Commission

Approval to pay the following invoices from O&M fund (LEL):

- \$1,450 to South Shore Marina for handrail removal on the Portage Public Marina
- \$1,750 to C&H Mowing for clearing brush, cutting trees & treating stumps from all headwalls, pump stations & miscellaneous structures for the east reach area from Burr Street to MLK Drive.



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

December 30, 2003

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

Dear Mr. Pokrajac,

In an email dated October 22, 2003 you requested that we identify the sequence where sections of the west reach would come out of the floodplain, as the west reach construction is being completed. This request was discussed at your Commission meeting on October 1, 2003.

I have asked our Hydraulic and Hydrology team member Rick Ackerson to respond to you request. Here are Mr. Ackerson's findings:

Stage VI – The elevations of Kennedy Avenue is too low north and South of the river for tiebacks, so Stage VI is not taken out of the floodplain once Stage VI construction is complete.

Stage V-2 - All areas on the south side of the river and east of Hart Ditch landward of levees would be removed from the floodplain (except for any designated ponding areas) once construction of Stage V-2 is completed. The elevation of Indianapolis Blvd. is too low to provide a tieback to the north. Conrail also too low and ballast would be permeable

Stage V-3 – After this stage is built no additional floodplain removed. (Northcote and Indianapolis are too low to provide tiebacks) Abandoned railroads west of Indianapolis not high enough and ballast would be permeable.

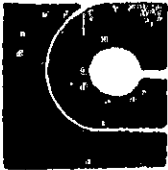
Stage VII - After this stage is built no additional floodplain removed (Northcote, Columbia too low to provide tiebacks)

Stage VIII - After this stage is built all leveed areas removed from the floodplain.

So basically after V-2 you get all area east of Hart Ditch and south of the Little Calumet River taken out of the floodplain, then nothing else will come out of the floodplain until the end of the project. I hope this has addressed your request and if you have any other questions regarding this request please call me at 312-846-5560.

Sincerely Yours

Imad N Samara
Project Manager



WORK STUDY SESSION
ENGINEERING COMMITTEE

January 7, 2004

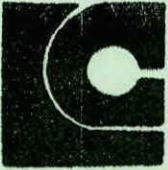
Bob Huffman, Committee Chairman

1. A pump station progress meeting was held on December 11, 2003 with Overstreet Construction to review contracts for 1A and North 5th Street
 - The Baring Avenue Pump Station currently has all pumps operational and has been at full pumping capacity since December 12, 2003.
2. R. W. Armstrong will discuss, and present to the Commission members, the potential "conflict of interest" issue between the Development Commission and the GSD.
3. The COE sent a letter to the LCRBDC on December 30, 2003 providing information as to what segments of the West Reach can come out of the flood plain after the line of protection is installed.
 - The only portion that could be removed after levee segments are sequentially completed would be south of the river between Cline Avenue and Hart Ditch.
 - Potential removal for segments in Hammond may exist if the Columbia Avenue bridge could be raised as part of the upcoming Lake County Highway Department rehabilitation project. This may allow the area from Cline to Columbia, north of the river, to be removed.
 - If Columbia cannot be hydrologically addressed, none of the Hammond segments could be removed until the entire project is completed.

401
Lt. J. A. M. W. C. S. J. J.

Good Luck
- 2 -
Good Luck

Good Luck
- 2 -
Good Luck



Im copy

WORK STUDY SESSION

7 January 2004

ENVIRONMENTAL COMMITTEE

Dr. Mark Reshkin, Chairperson

1.) Good news. The landowners of the 173 acres signed the option to purchase on Monday 5 January 2004. The money for the purchase price (\$1,066,400) is being requested from the state. The actual closing will be scheduled.

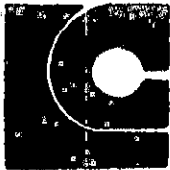
2.) TPL is continuing to contact landowners. Results are:

Refusals on a 50 acre tract, a 48 acre tract

Waiting for response to offers on a 38 acre tract, a 40 acre tract, a 32 acre tract

Two small 15 acre tracts (each) will be pursued at a later date

157 41
957
Su 15
42
12 October



Little Calumet River Basin Development Commission

WORK STUDY SESSION
OPERATION AND MAINTENANCE
JANUARY 7, 2004
Bob Huffman, Committee Chairman

1. R. W. Armstrong anticipates a completion of manpower/cost information for the East Reach O&M and coordination with the Coe to be completed by the February 4 Board meeting.
 - Will discuss & review with the COE for clarifications.
 - The preliminary draft will be distributed to each member of the O&M Committee, at the January 7 Work Study Session.
 - A meeting will be scheduled for the O&M Committee to finalize and discuss the format and how to proceed with the city of Gary.
2. Clearing and grubbing have been completed by C&H Mowing in the East Reach around all headwalls, fencing, culverts, and pump stations.
 - The area north of the observation deck in Stage II-3C will be cleared in order to view wetlands area.
3. Status of the GSD agreement to operate the pump stations
 - COE will generate a letter of commitment to water quality equipment to meet the MS4 requirements (Federally funded). Imad still awaiting technical information from Jay Niec of Greeley & Hanson.



Little Calumet River Basin Development Commission

WORK STUDY SESSION

7 January 2004

LAND ACQUISITION COMMITTEE

Arlene Colvin, Chairperson

1.) There are no increased offers.

2.) We are asking authority for four (4) condemnations.

These acquisitions are the remaining tracts in the Burr Street Betterment Levee (BBL) Stage 2 to be acquired. We are asking for condemnation authority to use as a last resort. These acquisitions were started in spring and summer of 2001 then put on hold because the state would not approve BBL for crediting to the project. Now that funding is available for construction from the state and City of Gary we're completing the acquisitions. The following is background information on actions over the last few months:

DC 69/584 The owner refused the easement offer of \$38,500 and accepted the fee offer of \$59,000. His attorney was completing the paperwork when BBL was put "on hold." The owner's attorney has been very difficult to reach to finalize the acquisition.

DC 69-A The owner refused the easement offer of \$8,000 and wanted to sell in fee. An appraisal was completed just as BBL was put "on hold" and we couldn't make the offer. We've had a new appraisal completed, however, over time the water on the land has increased and the land value has decreased. The new appraisal value has come back at \$9,600. We'll make the new offer the week of 12 January 2004.

DC 582/583 The land was in receivership from the owner's having declared bankruptcy and our attorney was in contact with the owner's attorney to purchase the property when BBL was put "on hold." The owner's attorney has been very difficult to reach to finalize the acquisition. Offer was \$8,600.

DC 603 The owner refused the easement offer of \$3,400 offer and wanted to sell in fee. An appraisal was completed and we were in negotiations when BBL was put "on hold." A new appraisal with land value at \$4,000 has been completed and we'll mail the new offer the week of 12 January 2004.

3.) Good news about DC 1174 Stage V in the West Reach Owner Hammond Vacant Associates (Bill Spatz) has donated 5 acres to LCRBDC with the requirement that the property transfer occur before 31 December 2003. It is done. The five acres are located east of Indianapolis Boulevard and south of the K-Mart.



WORK STUDY SESSION

LAND MANAGEMENT

JANUARY 7, 2004

Arlene Colvin, Committee Chairperson

-
1. A meeting was held with Chase Street Farm Stand and the LCRBDC on December 18, 2003 to review the current lease (see page 1 of attachments to Land Management Report)
 - Current lease is \$1700/month; motion was made to increase to \$2000/month, but with construction on Chase Street at I-80/94 affecting his business, the rent was reduced to \$1500/month until construction was completed.
 - ACTION: To continue \$1700/month on a month-to-month basis and waive the back rent due. (This is because of ongoing construction at Grant Street and 35th).
 2. Joseph Askew request to lease property and barn to stable his horses
 - Mr. Askew has information on insurance that could affect our previous decision for him to vacate the property (see pages 3-6 of attachments to Land Management Report)

Approval to pay the following invoices from O&M fund (LEL):

- \$1,450 to South Shore Marina for handrail removal on the Portage Public Marina
- \$1,750 to C&H Mowing for clearing brush, cutting trees & treating stumps from all headwalls, pump stations & miscellaneous structures for the East Reach area from Burr Street to MLK Drive.
- \$700 to Don Powers Insurance Agency for renewal of Directors & Officers liability insurance policy

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBOC DATE: Jan. 7, 2008

LOCATION: 6100 Southport Rd, Portage CHAIRMAN: Arlene Colvin

PLEASE SIGN IN

| | NAME (PLEASE PRINT) | ORGANIZATION, ADDRESS, PHONE NUMBER |
|----|---------------------|-------------------------------------|
| 1 | Kelsee Waggoner | Visclosky's Office |
| 2 | Sean Foley | DNR |
| 3 | Louise Derwowski | Sierra Club |
| 4 | Imad Samara | |
| 5 | Carmen Samara | |
| 6 | Lynn Gralik | |
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Little Calumet River Basin Development Commission

TO: LCRBDC members
FROM: George Carlson, Chairman of Nominating Committee
SUBJECT: Chairman's Report for the Nominating Committee
DATE: January 7, 2004

The Nominating Committee began its work two months ago and at that time, I did not realize it would be so difficult to select a nominee for Chairman.

We decided to review the distribution of chairmanship between the east reach and the west reach since the inception of the Commission in 1980. The figure is 19 chairmanships for the east reach and 4 chairmanships for the west reach. It was obvious that this imbalance should be addressed.

The By-Laws provided that the Nominating Committee should consider THE REAFFIRMED GOALS OF OFFICERS AND COMMITTEE ROTATION POLICY. A similar policy statement had been adopted on May 1, 1997. It stated THAT ALL MEMBERS OF THE COMMISSION SHALL BE GIVEN AN OPPORTUNITY TO SERVE ANNUALLY AS AN OFFICER OF THE COMMISSION ON AN EQUITABLE BASIS.

The problem regarding members of the Commission, whose terms have lapsed, was discussed and the assistance of State officials was requested verbally by the Committee. In the mean time, the Committee decided to proceed under the existing practice of permitting the 6 members with lapsed appointments to serve until the appropriate appointee was either reappointed or replaced. Subsequently, it became apparent that a member could lose his seat on the Commission during this process. This was not the intent of the Nominating Committee. We were merely requesting the 6 lapsed appointments be updated.

Early on, and with the approval of the Commissioners, I had asked 4 members of the Commission if they would serve as officers of the Commission in 2004 if they were nominated. Commissioner Vosti was originally asked if he would serve as Chairman of the Commission because he met criteria considered important by the Committee – i.e. being from the west reach, his seniority, and never having served. Commissioner Vosti called me on January 3, 2004 and requested that his name be withdrawn from consideration for the office of Chairman at this time.

The Nominating Committee therefore recommends the following as officers for the year 2004:

| | | |
|------------------|---|---------------|
| Arlene Colvin | - | Chairperson |
| Robert Marszalek | - | Vice Chairman |
| Mark Lopez | - | Treasurer |
| John Mroczkowski | - | Secretary |

cc: Dan Gardner
Lou Casale

**LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
APPOINTMENT STATUS
11-member board
(AS OF 10/14/03)**

| <u>Name</u> | <u>Appointing Authority</u> | <u>Term Expiration</u> |
|-------------|---------------------------------|----------------------------|
|-------------|---------------------------------|----------------------------|

DEMOCRAT

| | | |
|------------------|------------------------------|----------|
| Robert Marszalek | Governor | 12-31-03 |
| George Carlson | Mayor of Hammond | 12-31-05 |
| Arlene Colvin | Mayor of Gary | 12-31-06 |
| Dr. Mark Reshkin | Governor | 12-31-03 |
| John Mroczkowski | Governor | 12-31-02 |
| Mark Lopez | Lake County Commissioners | 12-31-05 |

REPUBLICAN

| | | |
|-----------------|--------------------------------|----------|
| Emerson Delaney | Governor | 12-31-03 |
| Robert Huffman | Governor | 12-31-03 |
| Charlie Ray | Porter County Commissioners | 12-31-06 |
| Curtis Vosti | Governor | 12-31-02 |

INDEPENDENT

| | | |
|-------------|------------------|----------|
| Steve Davis | IDNR Director | 12-31-04 |
|-------------|------------------|----------|



Little Calumet River Basin Development Commission

WORK STUDY SESSION

7 January 2004

LAND ACQUISITION COMMITTEE

Arlene Colvin, Chairperson

1.) There are no increased offers.

2.) We are asking authority for four (4) condemnations.

These acquisitions are the remaining tracts in the Burr Street Betterment Levee (BBL) Stage 2 to be acquired. We are asking for condemnation authority to use as a last resort. These acquisitions were started in spring and summer of 2001 then put on hold because the state would not approve BBL for crediting to the project. Now that funding is available for construction from the state and City of Gary we're completing the acquisitions. The following is background information on actions over the last few months:

DC 69/584 The owner refused the easement offer of \$38,500 and accepted the fee offer of \$59,000. His attorney was completing the paperwork when BBL was put "on hold." The owner's attorney has been very difficult to reach to finalize the acquisition.

DC 69-A The owner refused the easement offer of \$8,000 and wanted to sell in fee. An appraisal was completed just as BBL was put "on hold" and we couldn't make the offer. We've had a new appraisal completed, however, over time the water on the land has increased and the land value has decreased. The new appraisal value has come back at \$9,600. We'll make the new offer the week of 12 January 2004.

DC 582/583 The land was in receivership from the owner's having declared bankruptcy and our attorney was in contact with the owner's attorney to purchase the property when BBL was put "on hold." The owner's attorney has been very difficult to reach to finalize the acquisition. Offer was \$8,600.

DC 603 The owner refused the easement offer of \$3,400 offer and wanted to sell in fee. An appraisal was completed and we were in negotiations when BBL was put "on hold." A new appraisal with land value at \$4,000 has been completed and we'll mail the new offer the week of 12 January 2004.

3.) Good news about DC 1174 Stage V in the West Reach Owner Hammond Vacant Associates (Bill Spatz) has donated 5 acres to LCRBDC with the requirement that the property transfer occur before 31 December 2003. It is done. The five acres are located east of Indianapolis Boulevard and south of the K-Mart.

LAND ACQUISITION REPORT

For meeting on Wednesday, January 7, 2004

(Information in this report is from November 26, 2003 – January 2, 2004)

STATUS (Stage III) – Chase to Grant:

1. Six landowners want to complete their acquisitions. Appraisal has been approved by the COE. Title work is coming in. Offers are being mailed.
2. Landowners are asking for increases. **(Ongoing)**

STATUS (Stage III) – REMEDIATION

Pumping west of Grant Street

1. Status of Right-of-Entry:
 - ROE was signed by the LCRBDC on April 4th, 2002.
 - Contract awarded – Construction started February, 2003.

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

1. Construction on the WIND Radio station property has been completed using a right-to-construct. We still need a permanent easement on the property to perform O&M.
2. **Tim Harris of Professional Appraisal Services completed the appraisal on December 19th, 2003. It will be sent to the COE appraisal reviewer in Pittsburgh when he takes over on January 5th, 2004.**

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

1. Stage V-2 is (2) segments as follows:
 - Stage V-2A (Kennedy to Indianapolis Blvd.)
 - Stage V-2B (Indianapolis Blvd. to Northcote)
2. A revised schedule for budgeting appropriations proposes land acquisition for Stage V-2 to begin in April 2004, with a tentative construction start in October 2005.

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

1. Construction is currently projected to start in the summer of 2006.
2. Woodmar Country Club acquisition is “on hold”.
3. A meeting was held with Woodmar on December 4th, 2003. Woodmar and COE are discussing timetables for construction (Ongoing).

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

1. The appraisals on the old Burger King property and the Deja Vu property are completed. They were sent overnight to reviewer in Pittsburgh on January 2nd, 2004. He will start his review on January 5th, 2004.
2. A permanent roadway permit was sent to INDOT on September 19, 2003 for approval.
 - **INDOT attorney is discussing legal issues with our attorney before signing the two easement permits needed for Kennedy Industrial Park.**
3. Condemnation hearing for DC1011-C (Best Western Motel) was held on November 19. Court appointed appraisers were sworn in on December 4th, 2003, and will return with appraisal on January 9, 2004.

4. Krosan (DC 1015) condemnation is proceeding. This is the vacant Krosan property. Krosan (DC 1014), the improved lot, is currently being appraised.
5. We received a letter from Accor North America (Motel 6 in the Kennedy Industrial Park) expressing concerns about our offer and easements.
 - The Accor (Motel 6) letter and map were sent to COE on November 11, 2003 for their review and response.
 - COE requested we send engineering drawings to Accor. Letter with drawings was sent December 22nd, 2003.
6. The last residential appraisal (DC 1032) was approved by the COE on November 25th, 2003. The offer is waiting on updated title work and will be sent as soon as the update is received. 1-3
7. The condemnation on DC 1012-B (7 acres of vacant land in Kennedy Industrial Park) resulted in \$25,100 compensation to the landowner. Our offer was \$15,500.
8. We forwarded a letter, dated December 16th, 2004, from the COE to the DC 1011-B landowner. The letter addresses his concerns about our acquisition of a large portion of his property for a staging area. 4

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

1. Stage VI-2 is under way. All surveys are scheduled to be completed by January 8th, 2004. At Real Estate meeting with the COE, it was discussed to hire an appraisal company with several appraisers to complete the appraisals simultaneously.
 - We will be interviewing Integra Appraisals of Chicago for an estimate to complete the entire Stage VI-2 on January 9th, 2004. We will also be contacting local firms for their estimates.
2. A letter was sent to RANI Engineering (COE A/E for VI-2) on December 23rd, 2003, requesting real estate information east of Cline Ave. to allow completion of legals. 5

STATUS (Stage VII) – Northcote to Columbia:

1. The COE has put Stage VII on hold.

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

1. The COE has put Stage VIII on hold.

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

1. Seven remaining Burr Street levee acquisitions are in the works.
2. Updated offers on Mansard Apartments (DC 603) and I-80/94 Auto Parts (DC 69-A) will be going to landowners the first week of January, 2004.
3. New assessments have been mailed to landowners. In some instances, new land values are much higher than previous values. Higher land values may result in landowners asking for higher increased offers than previous.
4. Attorney is in contact with the attorneys for DC 584, 69, 582/583. The appraisals will be updated to current land values.
5. We are in contact with Norfolk & Southern Railroad. A right-to-construct will be obtained while the appraisal is being completed.

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

1. 10 flowage properties remain to be acquired in the East Reach Remediation area. These are on hold while West Reach properties are a priority.

IN-PROJECT MITIGATION:

1. Acquisition on in-project mitigation is complete. Construction started March, 2003 and we anticipate completion by February, 2004.
 - Renewable Resources is the contractor.

CREDITING:

1. The COE appraisal reviewer is requiring a survey or copy of the real estate drawing on appraisals for property acquired before the LCA signing date of 9/26/90. We are complying in order to receive credit for these lots. (Ongoing)
2. A memo was sent to the COE on December 11th, 2003, requesting a “letter of clarification” regarding flowage easements not designated as such on the COE real estate drawings.
 - This includes all lands between the levees and adjacent to the Little Calumet River that are in the overbank floodwater storage areas.
3. We are waiting for COE real estate to approve 47 packets of credited DC's. These total \$212,728.

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**U. S. ARMY CORPS OF ENGINEERS
HUNTINGTON DISTRICT
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701**

*Received
12/1/03
for.*

APPRAISAL REVIEW:

PROJECT: Little Calumet River, Indiana
Flood Control and Recreation Project

TRACT NUMBER: DC 1032

LOCATION: Lot 7, Block 12 in Homestead Gardens Master Addition in
Highland, Lake County, Indiana

OWNER: Todd Dust (per letter from the Little Calumet River Basin
Development Commission)

ESTATE(S) APPRAISED: Fee simple

APPRAISAL PURPOSE: Acquisition of the property

PROPERTY APPRAISED: A parcel of land containing 7,405 square feet and improved
with a hard surface driveway

HIGHEST & BEST USE: Single family residential development

VALUATION DATE: 16 September 2003

REPORT DATE: 9 October 2003

ESTIMATED VALUE: \$15,000

APPRAISER: Dale J. Kleszynski, MAI, SRA
Associated Property Counselors, LTD.

REVIEWER: Christopher D. Borton, MSA
Chief Appraiser
Huntington District, USACE

REVIEW CLIENT/USER: Chicago District, USACE

INTENDED USE: Confirmation of the appraisal, quality control and assurance

DATE OF REVIEW: 25 November 2003

*This is the
appraised
appraisal
review
for.
12/1/03*

PURPOSE AND SCOPE OF REVIEW:

The purpose of this review is to ensure the data and analyses developed and reported in the appraisal process substantiate the estimated market value and that compliance with the applicable governing regulations and standards is met. Adherence to the current editions of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and the Uniform Standards of Professional Appraisal Practice (USPAP) are of special significance.

I have not inspected the subject property in detail, but have familiarized myself with the subject area. I have not confirmed any sale data and other supporting information with either the buyer or seller, or other knowledgeable party. The undersigned appraiser has performed a technical desk review.

GENERAL COMMENTS:

The report is a complete, summary appraisal report. It accurately establishes the appraisal problem and employs proper appraisal methods and techniques to support the analyses, opinions, and conclusions contained within. The report is considered to adhere to UASFLA and USPAP appraisal standards.

SPECIAL ASSUMPTIONS:

As disclosed in the appraisal report, the property does not maintain a 70' width for the entire depth of the parcel and which is required at the building line by the city of Highland zoning ordinance. The estimated market value is based on the assumption that a building variance would be granted (as the site is approximately 10-20% less than the 70' width required in the reviewer's estimation). This assumption is considered reasonable and accepted by the reviewer. The appraiser reserves the right to amend the appraisal report should the assumption prove to be erroneous.

SUMMARY:

The identified appraisal report, effective date 16 September 2003, is approved for just compensation in the amount of \$15,000 as indicated on page 1 of the report. No further action or comment is required.

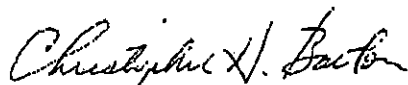
REVIEW CERTIFICATION:

This review accepts the assumptions and limiting conditions as set out in the appraisal.

I certify that, to the best of my knowledge and belief:

- the facts and data reported by the review appraiser and used in the review process are true and correct.
- the analysis, opinions, and conclusions in this review are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this review.
- my analysis, opinions, and conclusions were developed, and this review was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a physical inspection of the property that is the subject of this review. This is considered a technical desk review.
- no one provided significant professional assistance to the person signing this certification.



Christopher D. Borton, MSA
Review Appraiser
Washington General Certification
Certification No. 1100619

25 November 2003



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

December 16, 2003

Planning Programs and Project
Management Division

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

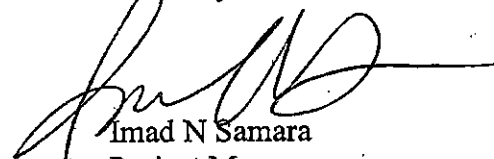
De
1011-B

Dear Mr. Gardner:

I just want to inform you that yesterday I had a telephone conversation with Mr. Barry Isringhausen regarding the B and B property that they own at the Kennedy Industrial Park. As you know this property is located at the Stage VI-1 of the Little Calumet River Flood Control Project. I informed Mr. Isringhausen that the design for Stage VI-1 is complete and design changes cannot be made at this time. I also informed him that when the COE plans the design it is based on existing conditions and not future development. At his property we are requesting easements for the construction of a levee and a ditch along the levee. This property is not developed and can accommodate the COE easement requirements. But I told Mr. Isringhausen that if the owners of the B and B Property in the future desire changes to what the COE has built they could submit a plan that includes the design calculations and construction plans for the changes. And as long as these changes are being done in accordance with the COE design requirements and regulations, the COE will review the submission for approval. This statement was important for Mr. Isringhausen that he felt I need to put it in writing. So I am writing this letter to you so that you can forward to Mr. Isringhausen.

If you feel a meeting is necessary with Mr. Isringhausen please let me know I will make myself available. If you have any questions or concerns regarding this letter please call me at 312-846-5560.

Sincerely Yours



Imad N Samara
Project Manager



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

December 23, 2003

ARLENE COLVIN, Chairperson
*Mayor of Gary's
Appointment*

EMERSON DELANEY, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

ROBERT MARSZALEK, Secretary
Governor's Appointment

GEORGE CARLSON
*Mayor of Hammond's
Appointment*

STEVE DAVIS
*Dept. of Natural Resources'
Appointment*

ROBERT HUFFMAN
Governor's Appointment

MARK LOPEZ
*Lake County Commissioners'
Appointment*

JOHN MROCZKOWSKI
Governor's Appointment

DR. MARK RESHIN
Governor's Appointment

CHARLIE RAY
*Porter County Commissioners'
Appointment*

DAN GARDNER
Executive Director

LOU CASALE
Attorney

Ms. Susan Rani
RANI ENGINEERING
556 Rice Street
St. Paul, Minnesota 55103

Dear Susan:

As per our conversation of December 22, I am requesting some information regarding the real estate requirements for Stage VI Phase 2.

In reviewing the current drawing, it appears that there is an overlap onto the NIPSCO right-of-way east of Cline Avenue. It also appears that there is an overlap of the easement west of the east right-of-way line of Cline Avenue. I believe it was the original intent of the Army Corps to not have their easements extend past those right-of-way lines. Will you please confirm whether or not the coordinates provided to us are accurate or need to be changed to avoid taking unnecessary interests.

We have currently contracted out DLZ to do the legal descriptions based upon the current real estate drawings. These all need to be completed in order that we may begin our appraisal process to start acquisition of these lands. The point of contact is: Mr. Ray Keilman; phone number 219/787-8586; e-mail address is rkeilman@dlz.com. Please facilitate this request through Mr. Keilman.

If you have any questions regarding this request, please contact me at 763-0696. Thank you for your attention to this matter.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Imad Samara, COE
Ray Keilman, DLZ
Lou Casale, LCRBDC attorney
Judith Vamos, LCRBDC Land Acquisition

5

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Cc: "Judy Vamos" <jvamos@nirpc.org>; <lkray@nirpc.org>
Sent: Thursday, December 11, 2003 3:57 PM
Subject: Note from Jim Pokrajac

Imad:

As we discussed at our December 5 Real Estate meeting, I would request that you write a letter regarding the crediting for flowage easements we have obtained in the East Reach. We referred to the real estate drawings that you submitted to us for the right-of-entries and in many cases, these properties that lie between the levees and are adjacent to the river were not designated as flowage areas. As we have previously discussed, and as shown on the project map, it shows these areas as overbank floodwater storage.

We need a letter from you indicating that although these properties were not designated as flowage, we can get credit for these properties. This was brought to our attention by Chris Borton, review appraiser, who stated we need to include the COE real estate mapping in appraisals to obtain crediting for these lands. If you have any questions regarding this request, please let me know.

Jim Pokrajac, Agent
Land Management/Engineering

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12/11/2003

Lorraine Kray

From: <Kahla.M.Sharp@lrc02.usace.army.mil>
To: <lkray@nirpc.org>; <Kahla.M.Sharp@lrc02.usace.army.mil>
Cc: <Judy.Vamos@nirpc.org>
Sent: Wednesday, December 17, 2003 1:20 PM
Subject: RE: Claim Sheets

Judy, SHOULD HAVE GONE TO LORRAINE

You're right I had expected to finish that work last week and get it out to you I did not because I was out in the field all week. This week has been as hectic but actually I am stopping all other requests to finish have everything signed and returned to you guys this week. My intention is to devote Thurs. and Fri to this effort.

Kahla

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

From: Lorraine Kray [mailto:lkray@nirpc.org]
Sent: Wednesday, December 17, 2003 11:38 AM
To: Kahla Sharp
Cc: Judy.Vamos@nirpc.org
Subject: Claim Sheets

Hi Kahla,

I am currently trying to finalize my crediting report for the end of the year. As we discussed at our December 5th Real Estate meeting, you stated that you were in the process of copying the Acquisition Claim sheets of the approved packets. To date, I have not received anything in the mail from you.

Is there a problem? If I can help in any way, please don't hesitate to phone me.

Please understand that the approved claim information is crucial for my crediting year end report to the LCRBDC Board of Commissioners. I realize that this is a busy time for all of us, but if you could possibly help me in this matter I certainly would appreciate it.

Much thanks,
 Lorraine

Crediting not returned from the corp.

47 tracts outstanding = \$212,728.⁰⁰

7

12/17/03

PROJECT ENGINEERING MONTHLY STATUS REPORT

**For meeting on Wednesday, January 7, 2004
(Information in this report is from November 26, 2003 – January 2, 2004)**

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

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

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

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

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

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

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

1. Rausch Construction started on November 20th, 1995. (Construction is now completed)
 - Current contract amount - \$3,288,101.88
 - Original contract amount - \$3,293,968.00
 - Amount overrun – current contract is under COE estimate.
2. A final inspection with the LCRBDC and the COE was held on December 18th, 2002.
LCRBDC received O&M Manuals & inspection was found to be completed as per plans & specifications.
 - Awaiting “as-built” drawings.Contractor is relieved from any further contractual responsibilities.
3. Refer to monthly contract status report (Handout)

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

1. WEBB Construction was the contractor.
 - Original contract amount - \$3,451,982.36.
 - Current contract amount - \$3,915,178.36
 - Amount overrun - \$463,196 (13%)

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

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

Landscaping Contract – Phase II (This contract includes all completed levee segments in the East Reach not landscaped):

1. Projected date to advertise – August, 2003.
2. Projected construction start – Spring, 2004.
3. Anticipated construction cost \$1,787,000.

4. Kickoff meeting held with Chicago COE & A/E (St. Paul Army Corps District) on December 5th, 2002.
5. LCRBDC received 50% plans for review and comment.
 - General comments were submitted to the COE on September 22, 2003, indicating more detail would be put in for the next review when we receive more detail.
6. Refer to COE monthly contract status report. (Handout)

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

1. Project completed on January 6, 2003.
 - Rausch Construction Company – Contract price: \$4,186,070.75

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. The bid opening was September 10, 2002
 - A. The contractor is Dyer Construction
 - Contract was awarded on September 30, 2002
 - Construction started February, 2003
 - Anticipated completion February, 2004.
 - B. Project money status:
 - Original contract estimate - \$1,695,822
 - Original contract amount - \$1,231,845
 - Current contract amount - **\$1,301,801**
 - C. 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 Street. The remainder will be applied 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 St., North to our line of protection.
3. A meeting was held on September 16th, 2003, with NIPSCO, LCRBDC, COE, Dyer Construction and their electrical contractor.
 - A. NIPSCO completed cost estimates for electrical drops and supply west of Grant and west of Marshalltown (to serve both pump stations.). These were forwarded to the City of Gary on September 18th, 2003. (Need Gary to sign off as owner.)
 - LCRBDC submitted an email to Gary on October 20th, 2003, requesting the status of our request.
 - Gary submitted response on October 20th, 2003, indicating they wouldn't sign because of an outstanding issue regarding Gary's future responsibilities for violations of the Clean Water Act. **(Ongoing)**
4. **Modification #5 to the contract was received on December 22, 2003 increasing the contract amount by \$13,730.26 to construct a reinforced concrete valve vault needed in Marshalltown. This makes the new total contract amount \$1,301,800.83.**
5. Refer to COE monthly contract status report (Handout)

1-4

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

1. IV-1 (North) The drainage system from Colfax to Burr St. North of the Norfolk Southern RR.
 - Current contract amount - \$2,956,964.61
 - Original contract amount - \$2,708,720.00
 - Amount overrun - \$248,244.60 (9%)
2. We received “as built” drawings from the COE on March 13th, 2002. The only item needed to be completed is to assure turf growth in all areas.
3. We received a response from the COE on January 7th, 2003, addressing vegetation.
 - Current plantings are for erosion control that will give way to native grasses. Native grasses weren’t planned on this contract, but will be part of the upcoming landscaping II contract.
 - LCRBDC has a concern with sloughing in the concrete ditch bottom between Colfax and Calhoun.

STATUS (Stage IV Phase 1 – South) EJ&E Railroad to Burr St., South of the Norfolk Southern RR.):

1. Dyer Construction was low bidder. Given 450 days to complete
 - Current contract amount - \$4,285,345
 - Original contract amount – 3,862,737
 - Amount overrun - \$422,608 (11%)
2. An inspection was held with Dyer Construction/COE/LCRBDC on December 18th, 2002.
 - The inspection was found to be satisfactory as per plans and specifications, and the contractor is relieved of any further contractual responsibilities.
 - The LCRBDC received O&M Manuals, “as-built” drawings on the day of inspection.
3. Refer to COE monthly construction status report

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

1. Dyer Construction – 100% complete.
 - Current contract amount - \$3,329,463.66
 - Original contract amount - \$2,473,311.50
 - Amount overrun - \$856,152 (34%)
2. The North Burr St. stormwater pumping station has been completed.
 - A. LCRBDC requested phase indicator system for generator plug-in. This will be done as part of the Stage III Remediation contract.
 - Awaiting as-built drawings.
3. The final inspection was held on December 18th, 2002, with the COE, Dyer & LCRBDC and found to be satisfactory as per plans and specifications.
 - We received O&M Manuals and the hand held programmer on December 18th, 2002
4. Refer to COE monthly contract status report.(Handout)

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

1. Project completed on October 2, 2002.
 - Dyer Construction Company, Inc. - Contract price: \$1,948,053

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

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

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

1. The projected government estimate for this project is approx. \$3.6 million.
 - The City of Gary has agreed to commit \$1.4 million to this project, which will be available by February, 2004. This will allow utility re-locations to begin.
2. A letter was sent to Wolverine Pipeline on July 18, 2003 requesting coordination for utility re-locates for their two (2) 16" pipelines.
3. A conference call was held on September 9th, 2003, with the COE, City of Gary, and the LCRBDC to preliminarily discuss coordination regarding the City of Gary request for city ordinance compliance.
 - Tentative schedule – January 2004 for review of plans; advertise spring 2004; start construction early summer 2004; and construction completion late 2004.

STATUS (Stage V Phase 1) Wicker Park Manor:

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

STATUS (Stage V Phase 2):

1. A meeting was held with the LCRBDC and the COE on May 14, 2003 to discuss revised scheduling with the recent appropriation from the State.
 - A. We considered breaking up Stage V-2 into (2) segments as follows:
 - Stage V-2A (Kennedy to Indianapolis Blvd.)
 - Stage V-2B (Indianapolis Blvd. to Northcote)
 - A letter was sent to the COE on June 5 requesting division of V-2 into (2) segments & also hydrology data and recreational tie-in. (Response is ongoing.)
 - B. A revised schedule proposes to begin real estate acquisition for Stage V-2B this biennium if money is available. Real estate costs in the Kennedy Industrial Park could prohibit this.
 - This would be done approximately the same time, or slightly after, the INDOT Tri-State pump station
2. INDOT drainage issues at Indianapolis Blvd. and the Little Calumet River.
 - A. We received an e-mail from INDOT on August 11th, 2003, requesting funding information for our construction in the Tri-State area.
 - A letter of response was sent back to INDOT on September 3rd, 2003, indicating that we do not know at this point what the balance of our \$7 million will be at the time this construction will be done, and indicated what the current monetary priorities are.

- B. INDOT had a coordination meeting on August 12th, 2003, to review their projects in the Lake County area.
- We received minutes of this meeting on October 14th, 2003.
 - INDOT indicated the earliest they could release Phase 1A (Ridge Road to Little Calumet River.) would be in 2005. Lift station couldn't be in use until we complete our levee in that area.

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. 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.
3. A meeting with Woodmar was held on December 4, 2003 to discuss current status.

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

1. The COE is currently planning to advertise this project in the spring of 2004, award in May of 2004, and start construction in June of 2004. The contract estimate for Stage VI-1 is \$6 million, and North Drive pump station at \$1.5 million, these two contracts are estimated at a cost of \$7,500,000 (local share at 7% would be \$525,000.)
2. A coordination meeting was held on August 25th, 2003, with the Lake County Highway Dept., LCRBDC, and the Army Corps to discuss the upcoming construction by the county for their bridge and our construction on and adjacent to Kennedy Ave.
 - The county is only re-building portions of the existing bridge deck.
 - COE agreed we could accept the cost for the incremental difference for a 10' trail, include the concrete closure slabs, engineering costs, and minor clay work.
 - An interlocal agreement will need to be signed between the COE, Lake Co. Hwy., and the LCRBDC.
3. Plans and specifications for 65% BCOE review were received from the COE on August 12th, 2003, and distributed to Hammond and Highland, as well as other affected parties.

UTILITY COORDINATION

1. A contract was signed on May 21, 2003 with SEH Engineering to coordinate all Hammond utility re-locations, Water Department, Hammond Sanitary District, etc.
2. A contract was signed with NIES Engineering to coordinate all Highland utility re-locations on May 23.
3. A utility coordination meeting was held with the COE on November 18 to review all currently identified utilities, get in-pu on which need agreements, cost estimates, compensability review, and which will be included as part of the contract.
 - Tables for VI-1 utility identification

STATUS (Stage VI – Phase 2) Liabe 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.) (COE anticipates 100% review set will be available in February, 2004).
 - The anticipated construction cost for this segment is \$3,650,000.

2. It is the intent of the COE to advertise this segment separately from Stage VI-1. A schedule has not yet been determined because the final engineering and real estate have not yet been completed, nor reviewed.
 - 3. NIES Engineering has been given the task to do all utility coordination

STATUS (Stage VII) Northcote to Columbia:

1. The final contract with Earth Tech to do the A/E work for this stage/phase of construction was signed and submitted by the COE on December 21st, 1999.
2. The COE anticipates we should be getting the 100% drawings for review and comment no later than the spring of 2004. (ongoing)
 - LCRBDC completed plan and spec review and submitted it to the COE on July 9th, 2003.
 - **LCRBDC received Earth Tech comments from the COE on December 9, 2003. The COE will handle the update of the plans when project is reactivated.**
3. Refer to COE monthly contract status report. (Handout)

5-8

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

1. Project currently on hold.
2. Some preliminary design has been completed by SEH. (Contract has been terminated at this 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
 - Original contract amount - \$1,657,913.00
 - Amount overrun - \$215,971 (13%)
2. The lift station at the Southwest corner of the existing levee that will handle interior drainage is being done as part of the Stage III remediation project. (See Stage III remediation in this report for details.) Construction started March, 2003. **Approximately 95% complete.**

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

1. Bids were opened on September 17th, 2002, and Renewable Resources, Inc. (from Barnesville, Georgia) is the successful bidder.
 - The government estimate is \$1,017,082 and the low bid came in at \$921, 103 (this is \$95,979 under the estimate).
 - Construction started in late March, 2003. On site at Chase Street; clearing and grubbing, signage installed, trenching and backfilling.
2. Refer to COE monthly contract status report.(Handout)
3. **Modification #3 and Modification #4 to the contract were received on December 22, 2003. Both were requests for continued contract funding. Combined, they increase available money from \$500,000 to \$685,000.**

9-14

West Reach Pump Stations – Phase 1A:

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. Low bidder was Overstreet Construction. Notice to proceed was given on November 7th, 2000 – 700 work days to complete (Anticipated completion date is July 23, 2003.)
 - Current contract amount - \$4,855,320

- Original contract amount - \$4,638,400
 - Amount overrun - \$216,920 (4.7%)
3. We received the project progress update from the COE on **December 12, 2003**. For any detailed information regarding construction status, refer to the attached "Project Progress Update Report".
- **Baring Pump Station**
90% complete
 - **Walnut Pump Station**
63% complete
 - **S. Kennedy Pump Station**
58% complete
 - **Hohman/Munster Pump Station**
91% complete
4. A progress meeting was held by the COE, HSD, Overstreet Construction, and the LCRBDC on **December 11, 2003**.
5. Refer to COE monthly contract status report. (Handout)
- 15
- 16-22

West Reach Pump Stations – Phase 1B:

1. The two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st St. (Highland). Overall contract work is completed.
2. Thieneman Construction from Griffith, IN was the successful bidder.
 - Final contract amount - \$2,120,730.12
 - Original contract amount - \$1,963,400.00
 - Amount overrun - \$157,330 (9%)

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
 - Current contract amount - \$2,486,277
 - Original contract amount- \$2,387,500.00
 - Amount overrun - \$98,777 (4.1%)
 - Project is currently 85% completed
 - Project completion date was scheduled for May 28, 2003.
 2. We received the Project Progress Update from the COE on **December 12, 2003**.
 3. Refer to COE monthly contract status report. (Handout)
- 15

GENERAL:

- A. An Engineering coordination meeting was held on November 19 to discuss the project, the history of the project, cost responsibilities, and current and future cost containments.
- B. LCRBDC received a public notice on behalf of INDOT on September 8th, 2003, regarding their upcoming construction at the Grant St. and Broadway interchanges at I-80/94.
 1. A meeting was held with the COE, INDOT, J.F. New, and the LCRBDC on October 20th, 2003, to review the project and discuss status and responsibilities.

- Project is design/build and is at 30% completion.
 - All unsuitable material to be removed and be replaced with compatible material
(10' of peat is in the area)
 - **The COE submitted geotechnical recommendations to INDOT on December 19, 2003 indicating that only a clay seal embankment is required at this time and existing material under Grant Street need not be removed.** 23-24
2. INDOT is anticipating letting out for bids in December, 2003, with a tentative construction start in the Spring of 2004. Interchanges – 1 year to complete, 2nd year to complete ramps.
- C. The removal of sections in the West Reach from the floodplain was discussed at the October 1st, 2003 Commission meeting. Could sections be done on a individual basis after construction is completed.
1. An email was sent to the COE on October 22nd, 2003, requesting a response to this issue.
 2. **INDOT and Lake County Highway mapping were provided to the COE on December 30, 2003 and will be included as part of their submittal to FEMA.**

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

17 DEC 2003

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW23-02-C-0010
 Local Flood Protection
 Stage III Drainage Remediation
 Little Calumet River, Indiana
 Modification No. A00005 - Executed

• STAGE II REM. - MOD. #5

• ADD. TO CONTRACT - \$13,730.26

(REINFORCED CONC. VALVE VAULT)

• PREVIOUS TOT. CONTRACT - \$1,288,070.4

• CURRENT CONTRACT - \$1,301,800.8

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. A00005, under the subject contract.
2. Any questions concerning the enclosed items shall be directed to the undersigned at (219) 923-1763 or 1764.

Enclosures

Robert B. Amolar
 Ven S. Garces
 Project Engineer
 Calumet Area Office

Distribution:

CELRC-TS-C-S (Complete Mod. File)
 CELRC-TS-C-S (Complete Mod. File)
 CELRC-CT (Complete Mod. File)
 CELRC-TS-C-S (Complete Mod. File) V. Garces
 CELRC-TS-C-S (Mod. Only) E. Karwatka
 CELRC-TS-C-S (Mod. Only) Project Binder
 CELRC-PM-PM (Mod. Only) I. Samara
 LCRBDC (Mod. Only) J. Pokrajac

| | | | | |
|---|------------------------------------|---|-------------------------------------|------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE Construction | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. A00005 | 3. EFFECTIVE DATE SEE BLOCK 16C | 4. REQUISITION/PURCHASE REQ. NO. W81G6621774112 | 5. PROJECT NO. (If Applicable) | |
| 6. ISSUED BY CHICAGO DISTRICT 111 North Canal Street Suite 600 Chicago, IL 60606-7206 | CODE | 7. ADMINISTERED BY (If other than item 6) USAED, Chicago (CO-S) Calumet Area Office 906 Griffith Boulevard Griffith, IN 46319 | CODE | DACW23 |

| | |
|---|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) Dyer Construction Co., Inc. 1716 Sheffield Avenue Dyer, Indiana 46311-1598 Lake, IN | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER X DACW23-02-C-0010 NA |
| CODE | 10B. DATED (SEE ITEM 13) 29 Sep 2002 |

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA
 See Page 2.
 Contract Amount Increased \$13,730.26.

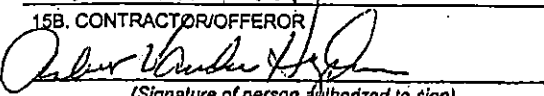
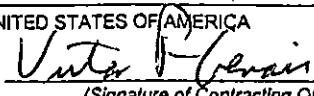
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | | |
|---|--|---|
| X | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) TRACT ORDER NO. IN ITEM 10A. | THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON- |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | (Such as changes in paying office, |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | |
| | D. OTHER (Specify type of modification and authority) | |

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Contract for Stage III Drainage Remediation at Little Calumet River, Indiana.
 Reference No. R00008
 SS009 Reinforced Concrete Valve Vault
 See Page 2.

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

| | | | | | |
|---|---|------------------------------|--|--|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT VANDER HEYDEN SEC'Y TREAS. | 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 12-17-03 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Victor Gervais Administrative Contracting Officer | 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | 16C. DATE SIGNED 12-17-03 |
|---|---|------------------------------|--|--|------------------------------|

MODIFICATION OF CONTRACT

DATE SIGNED

See Block 16C

PAGE OF PAGES

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Contract No: DACW23-02-C-0010 NA
Modification No: A00005
Contractor: Dyer Construction Co., Inc.
Contract Title: Stage III Drainage Remediation
Location: Little Calumet River, Indiana

Reference No. R00008

12. ACCOUNTING AND APPROPRIATION DATA (Continued)

| APPROPRIATION | WORK ITEM | CONTRACT CHANGE |
|-------------------|-----------|-----------------|
| 96-NA-X-3122-0000 | 1DFCD8 | \$12,769.14 |
| 96-NA-X-8862-0000 | FC74K8 | \$961.12 |
| Total | | \$13,730.26 |

14. DESCRIPTION OF MODIFICATION (Continued)**A. SCOPE OF WORK****SS009 Reinforced Concrete Valve Vault**

Provide an approved design for and construct a reinforced concrete valve vault.

B. CHANGE IN CONTRACT SPECIFICATIONS

Section 01270 - Add the following paragraphs:

1.1.19 Reinforced Concrete Valve Vault (Bid Item 0020)

1.1.19.1 Payment

All costs associated with the design and construction of a reinforced concrete valve vault shall be paid for under the contract lump sum price.

1.1.19.2 Measurement - Not Used

1.1.19.3 Unit of Measurement

Unit of Measurement: Lump Sum (LS)

C. CHANGE IN CONTRACT PRICE

Total contract price is increased by \$13,730.26.

New CLINs

| CLIN No. | DESCRIPTION | QUANTITY | UNIT PRICE | CHANGE AMOUNT |
|----------|---------------------------------|----------|-------------|---------------|
| 0020 | Reinforced Concrete Valve Vault | 1.00 LS | \$13,730.26 | \$13,730.26 |

Total Change Amount \$13,730.26

D. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification.

E. CLOSING STATEMENT

It is understood and agreed that pursuant to the above, the contract time is not affected, and the contract price is increased \$13,730.26 from \$1,288,070.57 to \$1,301,800.83, which reflects all credits due the Government and all debits due the Contractor. It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the Contractor and its Subcontractors and Suppliers for all costs and markups directly or indirectly

MODIFICATION OF CONTRACT

DATE SIGNED

See Block 16C

PAGE OF PAGES

3 3

Reference No. R0000

Contract No: DACW23-02-C-0010 NA
Modification No: A00005
Contractor: Dyer Construction Co., Inc.
Contract Title: Stage III Drainage Remediation
Location: Little Calumet River, Indiana

attributable for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated.

In accordance with the Special Contract Clause entitled "Continuing Contracts", and the provisions contained therein, funds are only available to the extent of specific amounts in formal notice to the Contractor. Funds available through and including this modification equal \$1,075,021.50.



LETTER OF TRANSMITTAL

To: Jim Pokrajac
Little Calumet River Basin Development
Commission

Date 10-Dec-03

Thru:

Project No: Little Calumet River Flood
Control Project

Re: Stage VII Pre-Final Review Responses

Attn:

X

| No. of Copies | |
|------------------|-------------------------------|
| 1 | Comments Responses Letter |
| 1 | Utility Report Folder |
| 1 | Utility Correspondence Folder |
| | |
| | |

Sent to you for the following reason:

For Approval

Review Completed

Revise and Resubmit

X For Your Use

Not Reviewed

Returned

For Review and Comment

Other:

Remarks:

Please review the responses to your comment and keep the Utility Report folders for your use.

Copy To: File

Signed: 

U.S. Army Corps of Engineers, Chicago District
111 North Canal Street, Chicago, Illinois 60606-7206, (312) 353-6400, FAX (312) 353-2156

LRC FORM 1110-1 (RE), June 1997

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1118 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1157 | 1158 | 1159 | 1160 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 1183 | 1184 | 1185 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1194 | 1195 | 1196 | 1197 | 1198 | 1199 | 1200 | 1201 | 1202 | 1203 | 1204 | 1205 | 1206 | 1207 | 1208 | 1209 | 1210 | 1211 | 1212 | 1213 | 1214 | 1215 | 1216 | 1217 | 1218 | 1219 | 1220 | 1221 | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 | 1231 | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 | 1241 | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 | 1251 | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 | 1261 | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 | 1271 | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 | 1281 | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 | 1291 | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 | 1301 | 1302 | 1303 | 1304 | 1305 | 1306 | 1307 | 1308 | 1309 | 1310 | 1311 | 1312 | 1313 | 1314 | 1315 | 1316 | 1317 | 1318 | 1319 | 1320 | 1321 | 1322 | 1323 | 1324 | 1325 | 1326 | 1327 | 1328 | 1329 | 1330 | 1331 | 1332 | 1333 | 1334 | 1335 | 1336 | 1337 | 1338 | 1339 | 1340 | 1341 | 1342 | 1343 | 1344 | 1345 | 1346 | 1347 | 1348 | 1349 | 1350 | 1351 | 1352 | 1353 | 1354 | 1355 | 1356 | 1357 | 1358 | 1359 | 1360 | 1361 | 1362 | 1363 | 1364 | 1365 | 1366 | 1367 | 1368 | 1369 | 1370 | 1371 | 1372 | 1373 | 1374 | 1375 | 1376 | 1377 | 1378 | 1379 | 1380 | 1381 | 1382 | 1383 | 1384 | 1385 | 1386 | 1387 | 1388 | 1389 | 1390 | 1391 | 1392 | 1393 | 1394 | 1395 | 1396 | 1397 | 1398 | 1399 | 1400 | 1401 | 1402 | 1403 | 1404 | 1405 | 1406 | 1407 | 1408 | 1409 | 1410 | 1411 | 1412 | 1413 | 1414 | 1415 | 1416 | 1417 | 1418 | 1419 | 1420 | 1421 | 1422 | 1423 | 1424 | 1425 | 1426 | 1427 | 1428 | 1429 | 1430 | 1431 | 1432 | 1433 | 1434 | 1435 | 1436 | 1437 | 1438 | 1439 | 1440 | 1441 | 1442 | 1443 | 1444 | 1445 | 1446 | 1447 | 1448 | 1449 | 1450 | 1451 | 1452 | 1453 | 1454 | 1455 | 1456 | 1457 | 1458 | 1459 | 1460 | 1461 | 1462 | 1463 | 1464 | 1465 | 1466 | 1467 | 1468 | 1469 | 1470 | 1471 | 1472 | 1473 | 1474 | 1475 | 1476 | 1477 | 1478 | 1479 | 1480 | 1481 | 1482 | 1483 | 1484 | 1485 | 1486 | 1487 | 1488 | 1489 | 1490 | 1491 | 1492 | 1493 | 1494 | 1495 | 14 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-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December 9, 2003

Mr. Imad Samara, Project Manager
U.S. Army Corps of Engineers, Chicago District
111 N. Canal Street, Suite 600
Chicago, IL 60606-7206

Subject: Little Calumet River, Indiana
Local Flood Protection and Recreation Project
Stage VII Plans
One Hundred (100) Percent Submittal – LCRBCD Comment Response

Dear Mr. Samara:

This letter serves as the Earth Tech (A/E) response to the comment letter dated July 9, 2003 forwarded by the ACOD on behalf of the LCRBDC. Each item in the letter will be addressed below.

1.a. The U.S. Army Corps of Engineers (USACE) will handle the updating of the plans when the project is reactivated. Earth Tech will respond to the USACE's need for assistance in updating project documents as required at that time.

2. Responses to the February 1, 2001 letter were submitted to the USACE on February 12, 2001, a copy of which has been attached for reference. The word "noted" has subsequently been changed to "noted and addressed" or a similar indication of resolution.

3.a. An additional copy of the final "Utility Report" has been provided to the USACE in conjunction with this letter. Correspondences with utility companies are contained in the report.

3.b.1. The utility companies have accepted the proposed remediations, as documented in the utility report. When the utility companies were initially contacted, they were informed that they were responsible for the remedial actions required as part of this project. They were informed as to the proposed remedial actions and requested to provide information to either support or refute these proposed remediations. Locations were verified by the utility companies, but the exact locations and elevations were not determined by exposing each relocate, this would be outside of the scope of work for the contract, and will be completed by the general contractor prior to commencing



A **tyco** INTERNATIONAL LTD. COMPANY

construction, as is required in Section 01100 of the project specifications, submitted as part of the 100% submittal package.

3.b.2. The utility remediation table on Sheet C-10 has an incorrect reference to telephone pole relocation. As indicated on the sheet and in the plan view, there is an IBT (now Ameritech, the drawings have been revised to show Ameritech) duct below the surface grade. There are no above ground poles that need to be relocated on this sheet, therefore the utility remediation table has been revised to remove item 037a. Communication from Ameritech to Earth Tech that is contained in the utility report verifies this information.

3.b.3. As the project will be released for bid in four to five years, providing the types of utility information requested at this point in time is not efficient, as property owners and costs for relocation will change over time. It is also outside of the scope of work to provide all of this information to the local sponsor. The pertinent information required for contacting the utility companies, and documentation of their acceptance of these remediations, is contained in the utility report and on the construction drawings.

3.c. The proposed landscaping has been reduced in scope because of the implementation of the value engineering proposal where fewer areas will be disturbed. It is the intent of the design to retain as much of the existing natural landscape as possible. Section 01010, Summary of Work, is being modified to make this clear and to highlight the need to rely on the Contracting Officer or representative to determine which trees are to be removed. Contractor activities in the area between the levees is covered in Section 01354, Environmental Protection, Section 02220, Demolition, Section 02230, Clearing and Grubbing, and in notes contained on the construction drawings. Section 02230, 3.1.1 states that "all trees, shall be cleared within the work limits as shown on the drawings", while the same Section, part 3.1.1.1 states that "certain trees, as designated by the Contracting Officer, may be left standing". Trees to be saved would be determined either upon project reactivation, and noted on the drawings, or in the field by the Contracting Officer, as the USACE determines. Minutes from the Mid-Design Conference meeting state that identification of the trees to be removed is outside of Earth Tech's scope of work and that the US Army Corps of Engineers will discuss tree removal concerns directly with the local sponsor. Earth Tech will await further guidance from the USACE before performing this work. Given the length of time before construction, trees marked for either removal or to be left standing will change, due to tree growth, infestations, damage, dead trees, etc.

3.d. As addressed in the attached letter of 2/12/2001, landscaping has been provided in accordance with the US Army Corps of Engineers standards and the scope of work. Coordination with the Hammond Parks and Recreation Department will take place upon project reactivation, as public interest, community demands and landscape conditions will probably change between issuance of the construction drawings and project reactivation. Coordination will be handled by the US Army Corps of Engineers: coordination is to take place prior to issuing revised contract drawings for public review and comment, once the project is reactivated.

3.e. The contractor is required to restore areas disturbed during construction in accordance with the provisions in Section 02921, Turfing.

Please feel free to contact me if you should have any questions.

Very truly yours,
Earth Tech


Julie Apolinario
Project Manager

RECEIVED DEC 22 2003

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

17 DEC 2003

MEMORANDUM FOR: See Distribution.

SUBJECT: Contract No. DACW23-02-C-0011.
Local Flood Protection And Recreation
Mitigation Implementation
Little Calumet River, Indiana
Modification No. P00003 - Executed.

• IN PROJECT MITIGATION - MOD. #3

• CONTINUED CONTRACT FUNDING

• INC. \$ AVAILABLE BY \$ 155,000

• MONEY CURRENTLY AVAILABLE INC. FROM
\$500,000 TO \$655,000

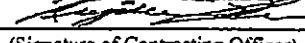
1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00003, under the subject contract.
2. Any questions concerning the enclosed items shall be directed to the undersigned at (219) 923-1763 or 1764.

Enclosures

Robert B. Smolar
Ven S. Garces
Project Engineer
Calumet Area Office

Distribution:

CELRC-TS-C-S (Complete Mod. File)
CELRC-TS-C-C (Complete Mod. File)
CELRC-CT (Complete Mod. File)
CELRC-TS-C-S (Complete Mod. File) V. Garces
CELRC-TS-C-S (Mod. Only) E. Karwatka
CELRC-TS-C-S (Mod. Only) Project Binder
CELRC-PM-PM (Mod. Only) I. Samara
LCRBDC (Mod. Only) J. Pokrajac ✓

| | | | | | |
|---|------------------|--|--|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE 24-Sep-2003 | 4. REQUISITION/PURCHASE REQ. NO. WB1G66-1325-0858 | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, CHICAGO 111 N. CANAL ST. CHICAGO IL 60606-7208 | | CODE DACW23 | 7. ADMINISTERED BY (If other than Item 6) CALUMET AREA OFFICE 808 N. GRIFFITH BOULEVARD GRIFFITH IN 48319 | | CODE H6L1CSO |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RENEWABLE RESOURCES, EXTENSION OF DAVID ELLIS RENEWABLE FORESTRY SERVICE INC 265 DEAN ROAD BAINESVILLE GA 30204 | | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | X 10A. MOD. OF CONTRACT/ORDER NO. DACW23-02-C-0011 | |
| | | | | X 10B. DATED (SEE ITEM 13) 29-Sep-2002 | |
| CODE 09Q20 | | FACILITY CODE | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | |
| X D. OTHER (Specify type of modification and authority) EFARS 52.232-5001- Continuing Contracts | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Contract for Mitigation Implementation at Little Calumet River, Indiana. Reference No. R00003 SS003 Continuing Contract Funding, \$155,000.00 See Page 2. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) REGINA G BLAIR / ADOPTED BY SUMI TEL: 312.848.5371 EMAIL: regina.g.blair@usace.army.mil | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | | 16C. DATE SIGNED 25-Sep-2003 | |

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

MODIFICATION NO. P00003**A. SCOPE OF WORK**

SS003 Continuing Contract Funding – \$155,000.00

Pursuant to the "Continuing Contracts" clause, this modification hereby increases the total Contract funded amount by \$155,000.00.

B. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

C. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification.

The current Contract completion date, as required by the Original Contract, Remains 11 January 2004.

D. CLOSING STATEMENT

Pursuant to the "Continuing Contracts" clause, this modification hereby obligates and amount of \$155,000.00 for this contract; thus, increasing the total Contract funded amount to \$655,000.00.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$155,000.00 from \$500,000.00 to \$655,000.00.

Contract Level Funding:

AA: 96 NA X 3122.0000 H6 X 08 2426 075325 96112 2520
was increased by \$144,150.00 from \$465,000.00 to \$609,150.00

AB: 96 NA X 8862.0000 H6 X 08 2426 075325 96112 2520
was increased by \$10,850.00 from \$35,000.00 to \$45,850.00

(End of Summary of Changes)

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

17 DEC 2003

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW23-02-C-0011
 Local Flood Protection And Recreation
 Mitigation Implementation
 Little Calumet River, Indiana
 Modification No. P00004 - Executed

• IN PROJECT MITIGATION - MOD. #4
• CONTINUED CONTRACT FUNDING
• INC. \$ AVAILABLE BY \$30,000
• MONEY CURRENTLY AVAILABLE
FOR FUNDING - \$685,000

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00004, under the subject contract.
2. Any questions concerning the enclosed items shall be directed to the undersigned at (219) 923-1763 or 1764.

Enclosures

for Robert B. Smolar
 Ven S. Garces
 Project Engineer
 Calumet Area Office

Distribution:

CELRC-TS-C-S (Complete Mod. File)
 CELRC-TS-C-C (Complete Mod. File)
 CELRC-CT (Complete Mod. File)
 CELRC-TS-C-S (Complete Mod. File) V. Garces
 CELRC-TS-C-S (Mod. Only) E. Karwatka
 CELRC-TS-C-S (Mod. Only) Project Binder
 CELRC-PM-PM (Mod. Only) I. Samara
 LCRBDC (Mod. Only) J. Pokrajac ✓

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE

J

PAGE OF PAGES

1

2

AMENDMENT/MODIFICATION NO.

P00004

3. EFFECTIVE DATE

16-Dec-2003

4. REQUISITION/PURCHASE REQ. NO.

W81G68-1325-0858

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

W912P6

U. S. ARMY ENGINEER DISTRICT, CHICAGO
111 CANAL STREET
CHICAGO IL 60606

7. ADMINISTERED BY (If other than item 6)

CODE

H6L1CSO

CALUMET AREA OFFICE
908 N. GRIFFITH BOULEVARD
GRIFFITH IN 46319

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

RENEWABLE RESOURCES, EXTENSION OF
DAVID ELLIS
RENEWABLE FORESTRY SERVICE INC
265 DEAN ROAD
BAINESVILLE GA 30204

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.
DACW23-02-C-0011

X 10B. DATED (SEE ITEM 13)

29-Sep-2002

CODE - 09Q20

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer

☐ is extended;

☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN

REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

X D. OTHER (Specify type of modification and authority)
EFARS 52.232-5001 - Continuing Contracts

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

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

Contract for Mitigation Implementation at Little Calumet River, Indiana.

Reference No. R00004

SS004 Continuing Contract Funding, \$30,000.00

See Page 2.

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
REGINA G BLAIR / ADDED BY SUMI

TEL: 312.846.5371

EMAIL: regina.g.blair@usace.army.mil

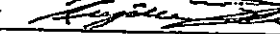
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY 
(Signature of Contracting Officer)

16-Dec-2003

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

13

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
MODIFICATION NO. P00004

A. SCOPE OF WORK

SS004 Continuing Contract Funding – \$30,000.00

Pursuant to the "Continuing Contracts" clause, this modification hereby increases the total Contract funded amount by \$30,000.00.

B. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

C. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. The current Contract completion date, as required by the Original Contract, remains 11 January 2004.

D. CLOSING STATEMENT

Pursuant to the "Continuing Contracts" clause, this modification hereby obligates and amount of \$30,000.00 for this contract; thus, increasing the total Contract funded amount to \$68,000.00.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$30,000.00 from \$655,000.00 to \$685,000.00.

Contract Level Funding:

AB: 96 NA X 8862.0000 H6 X 08 2426 075325 96112 2520
was increased by \$2,100.00 from \$45,850.00 to \$47,950.00

AA: 96 NA X 3122.0000 H6 X 08 2426 075325 96112 2520
was increased by \$27,900.00 from \$609,150.00 to \$637,050.00

(End of Summary of Changes)

Project Progress Update: 12/12/2003
Pump Rehab 1A Contract C-0001 (Overstreet Electric Co.)
Current contract completion date: December 1, 2003

Baring Ave Pump Station - 90%+- Complete.

1. The SWP-1 pump and motor installation is complete and is in service.
2. The SWP-2 pump, motor and discharge piping have been installed and are expected to be placed into service today. This would mean all pumps and motors are new and the station is at full pumping capacity. The two standby pumps (outside the station) will be removed for the site soon.
3. Concrete work for jib crane is expected soon.
4. Demolition of old and installation of new electrical equipment has resumed.
5. Heating and ventilation ductwork has been installed and will be tested soon.
6. Painting of equipment is expected soon.

South Kennedy Ave Pump Station - 58%+- Complete.

1. Johnston pump #4 has been rebuilt and tested. Factory performance test reports have recently been submitted and are in review by the COE.
2. Demolition of old and installation of new electrical equipment is intermittent.
3. Laborers installed a wet well ladder.
4. Removal of old and installation of new heating and ventilation equipment has resumed.

Hohman/Munster Pump Station- 91%+- Complete.

1. A new comminutor has been previously installed at this station. The comminutor is operational, but only in the hand mode. Overstreet still has not acquired the flow sensor as of this date.
2. Removal of old and installation of new heating and ventilation equipment has resumed.
3. Painting is still expected soon.

Walnut Ave. Pump Station - 63%+- Complete.

1. Viking Engineering has previously removed and rebuilt three pumps (#1, #2, and #3). Viking has factory tested these pumps and they meet the specified performance criteria.
2. The rehabilitation of the existing pump bases for pumps #1 through #3 continues. Once new concrete is placed the rebuilt pumps can be installed and made operational.
3. The new mechanical trash rack was previously installed. Commissioning and station operator training is still expected soon.
4. Removal of old and installation of new heating and ventilation equipment has resumed.
5. Demolition of old and installation of new electrical equipment is intermittent.

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

N.5th. Pump Station - 98%+- Complete. Current contract completion date: June 4, 2003.

1. New pumps and motors for #1, #2, #6, #7, #8, #9 and #10 have been installed and have been commissioned.
2. Pumps #3, #4, and #5 and motors have been removed and existing concrete pump bases have been removed and replaced with new concrete bases. The new pumps have been installed and one new motor, for #5, has been set in place. Motors #3 and #4 cannot be installed until new structural steel plates placed under the motors. The existing concrete under the motors has been determined to be unsound and will be removed.
3. The new mechanical trash rack discharge shoot has been ordered.
4. Demolition of old and installation of new electrical equipment has been put on hold until motors for #3 and #4 have been installed.
5. The new sump pump #2 has not been commissioned, due to grit previously clogging the pump. Overstreet is required to perform additional work and install a concrete barrier around the sump pit in an attempt to prevent grit from clogging the pump. Work is expected to start soon.
6. Painters are now on site painting equipment.

**PUMP STATIONS REHABILITATION - PHASE 1A
DACW27-01-C-0001**

**Agenda
PROGRESS MEETING
December 11, 2003**

1. Attendees:

USACE: Vic Gervais
Doug Anderson
Robert Craib
Imad Samara

Overstreet: Morgan Overstreet
Ed Harris
Gary Averill
Joe Brewer

Hammond SD: John Devine

LCRBDC: Jim Pokrajac

2. Phase 1A Progress: * Actual: 72% (\$3,487,205.15) Projected earnings for December: _____

Original Contract Completion Date: 3 October 2002
Current Required Completion Date: 1 December 2003**

Original Contract Amount: \$4,638,400.00
Current Contract Amount: \$4,859,564.85**
Obligated Amount: \$3,542,427.59 **
Earnings To Date: \$3,487,205.15*
Paid To Date: \$3,462,305.15*

* Thru September 29, 2003, Contractor's Pay Estimate No. 22.

** Thru Modification A00011 and P00015

3. Baring Ave Pump Station

Work Since Last Meeting:

- a. Continued work on installation of SWP#2.
- b. Installation of ladders.
- c. HVAC work continued.
- d. Install/demo electrical work.

e.

f.

g.

Work Expected or Scheduled Within in the Next Two Weeks:

- a. Complete installation of SWP-2. Startup is scheduled for Dec ____.
- b.
- c.
- d.
- e.
- f.

PUMP STATIONS REHABILITATION - PHASE 1A
DACW27-01-C-0001

Agenda
PROGRESS MEETING
December 11, 2003
(Continued)

4. Hohman Ave. Pump Station

Work Since Last Meeting:

- a. Installed a ladder.
- b. Continued HVAC work.
- c.
- d.
- e.

Work Expected or Scheduled Within in the Next Two Weeks:

- a.
- b.
- c.
- d.
- e.

5. Walnut Ave. Pump Station

Work Since Last Meeting:

- a. Continue pump base work for SWP 1, 2, & 3
- b. Only one pump base (SWP-3) is being made ready for concrete. The two remaining bases have not been made ready for concrete.
- c.
- d.

Work Expected or Scheduled Within in the Next Two Weeks:

- a. Continue pump base work.
- b.
- c.
- d.
- e.

6. South Kennedy Pump Station

Work Since Last Meeting:

- a. November 25, SWP-4 factory tested. Submittal received.
- b.

PUMP STATIONS REHABILITATION - PHASE 1A

DACW27-01-C-0001

Agenda

PROGRESS MEETING

December 11, 2003

(Continued)

c.

d.

Work Expected or Scheduled Within in the Next Two Weeks:

a.

b.

c.

d.

7. Old Business

- a. The Corps sent a letter to Overstreet on October 7 requesting Overstreet to inform the Corps of the steps that will be taken to improve progress. Overstreet responded with a letter dated November 3, 2003. Last meeting it was discussed that the most recent progress schedule submittal shows that Overstreet will not complete work by the contract completion date of December 1, 2003. Paul Perkins stated that he would prepare next pay estimate and schedule a meeting with the Corps to finalize the pay estimate. Once the pay estimate is finalized then Overstreet plans to use the info to revise the progress schedule. A meeting/conference call was held, at the Calumet area office on Wed November 25 at 9:00 AM, to discuss the schedule and pay estimate.
- b. Overstreet previously indicated that Baring work should be done by December 1, 2003. Startup of SWP-2 took place on December 4th, but the pump discharge pie has not been installed.
- c. At a previous progress meeting, the pump bases for pumps 1, 2, and 3 at the Walnut Ave. pump station were discussed. Overstreet stated they would contact the COE and provide an inspection date. An inspection was performed by COE on October 20, 2003. A letter was sent indicating bases are suitable to build on. Overstreet has since cut the remaining bases down and evaluated further. Overstreet will request another anchor bolt inspection as soon as they have completed evaluations.
- d. Rebuilt pump #4, from Kennedy, was scheduled for installation by Dec 9 if it passes testing.
- e. The permanent electrical conductors have not been installed for the flow meter and chart recorder at the Hohman station.
- f. Overstreet has not located an acceptable ultrasonic level flow sensor for the comminutor at Hohman. When does Overstreet plan on submitting an ultra sonic flow sensor for approval? (Hohman Comminutor)

**PUMP STATIONS REHABILITATION - PHASE 1A
DACW27-01-C-0001**

**Agenda
PROGRESS MEETING
December 11, 2003
(Continued)**

- g. Overstreet ordered motor bolts for DWP-1 at Hohman.
- h. Field Change SS026 – delete Baring Ave. discharge box grade beam, was issued on September 19, 2003. Corps is evaluating Overstreet's proposal.
- i. Standby pump modification – Overstreet will provide cost data when pump is removed from the Baring Ave. site.
- j. Overstreet previously estimated the rebuilt Walnut Ave. pumps would be installed by Dec 24, 2003.

8. New Business

- a. In an effort to prevent another life threatening condition to exist (Hohman Ave.), while working in permit required confined spaces, when does Overstreet plan on having James Rizk review site conditions and provide direction on safety requirements? Is James monitoring Overstreet's safety program? Does Overstreet's project superintendent have the safety experience as required under specification section 01010 paragraph 1.8.1?
- b.
- c.

10. Outstanding Submittals:

- See attached register copies. Attached are a complete submittal register and a register identifying only outstanding submittals.
- a. Factory test results of new motors for rebuilt pumps at Walnut including pump #5 at S. Kennedy, which has been recently commissioned. Overstreet previously stated they would check and work with Bob to clear up confusion.
- b. Ensure all section 15100 submittals are completed.

**PUMP STATIONS REHABILITATION - PHASE 1A
DACW27-01-C-0001**

**Agenda
PROGRESS MEETING
December 11, 2003
(Continued)**

11. Modifications/Field Changes:

- P00001 - Administrative - Transfer of contract from CELRL-CT to CELRC-CT.
- P00002 - Field Change FC-01.03 - Administrative - \$400,000.00 Funding
- P00003 - Field Change FC-01.02 - Partnering Conference, Government's Share - \$1,592.50
- P00004 - Field Change FC-01.04 - Administrative - De-obligate (\$170,000.00)
- P00005 - Field Change FC-01.05 - Administrative - \$464,087.50 Funding
- P00006 - Field Change FC-01.06 - Equal Access to Justice Act Settlement - \$35,912.50
- P00007 - Field Change FC-01.07 - Administrative - \$100,000.00 Funding
- P00008 - Field Change FC-01.09 - Administrative - \$100,000.00 Funding
- P00009 - Field Change FC-01.08 - Walnut Ave Fairbanks Pump Refurbishment - \$21,273.47
- P00010 - Field Change FC-01.10 - Administrative - \$100,000.00 Funding
- A00002 - Field Change FC-01.12 - Administrative - \$500,000.00 Funding
- A00003 - Field Change FC-01.13 - Administrative - \$500,000.00 Funding
- A00004 - Field Change FC-01.01 - South Kennedy Trash Rack Structure - \$16,993.52
- A00005 - Field Change FC-01.14 - Replace Hohman Ave. Seal Water Pump - \$29,000.00
- A00006 - Field Change FC-01.11 Baring Ave Float Tube, FC-01-12a Baring Underground Service, FC-01-15 Walnut Sediment, FC-01-16 Walnut Trash Rack, FC-01-17 Relocate Hohman Roof Drain, FC-01-18 South Kennedy Slab, FC-01-19 Overload Relay & Leak Indicator Power Connection, FC-01-21 Conduits Between MCC and Pump Controller - \$67,652.80
- P00011 - Field Change FC-01.20 - Administrative - \$600,000.00 Funding
- A00007 - SS016 - Time Extension for Union Picketing - No Cost
- P00012 - SS017 - Administrative - \$150,000.00 Funding
- A00008 - Field Change SS018 - Pump Impeller Change Out - \$38,915.30
- P00013 - SS022 - Administrative - \$500,000.00 Funding.
- A00009 - SS019 - Lighting Panel Relocation/ Baring Ave, and SS021 - Valve Replacement/Hohman - \$5,579.68. Modification complete.
- P00014 - SS024 - Administrative - de-obligate of \$150,000.00 - Complete.
- A00010 - SS023 - NPSH time extension - Adds 129 calendar days - Complete
- A00011 - SS020 - New Handrail on Johnson Pump Discharge/South Kennedy - Adds \$4,245.08 - Complete.
- P00015 - SS025 - Administrative - \$160,000.00 Funding
- SS026 - Delete Baring Ave. discharge box grade beam - Corps is evaluating contractor's proposal.

The next progress meeting will be on Thursday January 8, 2003 at 9:00AM in the Calumet Area Office.

12/11/03

Overstreet Engineering & Construction, Inc.

Contract No.: DACW27-01-C-0001

Phase 1A - Pump Station Rehabilitation, Hammond, Indiana

Baring Ave. Pump Station

Work in past 2 weeks:

1. Completed Motor/Pump installation SWP-2 (except discharge pipe)
2. Completed Pump Base installation SWP-2
3. 12/4/03, Start-up Activities with Start-up team on SWP-2
4. Removed concrete housekeeping pad in from of VFD on SWP-1 (QA Punchlist)
5. Installed ladder (east discharge box)
6. Concrete formwork for 5'x2' lifting hoist pad
7. HVAC work (exhaust fans, exhaust fan stand, ductwork, mechanical louvers)
8. Began sub-base for Asphalt repairs
9. Compaction testing today for Asphalt and new davit hoist slab

Work in next 2 weeks:

1. Shipment and Installation of SWP-2 Discharge Pipe (12/11/03)
2. Place SWP-2 in-service, after Item #1 finished.
3. Removal of Mechanical Contractors lifting apparatus beams
4. Continue with final Installation of New Electrical Equipment associated with SWP-2 work.
5. Finish remaining Demolition of Electrical Items
6. Patch and repair any holes in deck (ie. Old HVAC or Old Electrical)
7. Punch List: Work starting on punch list items noted during Overstreet "QC Punch-Out" inspections. (ongoing)
8. Floor modification at access hole begins after Item #2 is complete.
9. Installation of Dry Well Access ladder.
10. Clean-up, pressure washing of station
11. Prep work and Painting Activities will begin

Walnut Ave. Pump Station

Work in past 2 weeks:

1. Worked continued on SWP-3 pump base rehabilitation.
2. HVAC work continued

Work in next 2 weeks:

1. Place concrete and finish pump base rehab on SWP-3
2. Begin installation of SWP-3, Pump/Motor
3. Punch List: Work starting on punch list items noted during Overstreet "QC Punch-Out" inspections. (ongoing)

S. Kennedy Ave. Pump Station

Work in past 2 weeks:

1. SWP-4, Offsite Rehabilitation work completed
2. SWP-4, Test Result Submittal sent to COE.
3. HVAC work continued
4. Structural Column on South Side of New Beam installation in progress
5. Ladder installation (wet well, east)

Work in next 2 weeks:

1. SWP-4, installation pending on Test Result Submittal approval.
2. SWP-4, pump/new motor re-installation at pump station week of 12/15/03.
3. SWP-4, Electrical/Telemetry Hook-up (after Item #1 is completed, TBD)
4. SWP-4, Start-up (after Item(s) #1, and #2)
5. Unit Heater(s) installed and started-up
6. Ladder and safety rail work (ongoing)
7. Removal of SWP-3, Pump/Motor
8. Inspect pump bases for SWP-3
9. After Item #8, begin repairs if any to SWP-3 pump base
10. Punch List: Work starting on punch list items noted during Overstreet "QC Punch-Out" inspections. (ongoing)

Hohman Ave. Pump Station

Work in past 2 weeks:

1. OEC has contacted Austgen Electric to schedule Technician to work on Flow Meter (date TBD)
2. Ladder and safety rail work
3. HVAC work continued
4. Consulted with our controls contractor in reference to the Comminutor ultra-sonic level sensor and the new sequence of operation as per COE response to RFI. Use of this type of control device for this specific application is in question by controls Vendor. Vendor submitted to OEC an alternative device to achieve this sequence of operation logic. Under review by OEC.
5. Reset Start-Stop elevations for pumps as directed by COE

Work in next 2 weeks:

1. Flow Meter Electrical Hook-up date (TBD by Austgen Electric)
2. Ladder and safety rail work (ongoing)
3. Finish HVAC work
4. Prep for painting activities begin today, Prep Inspection meeting 12/12/03
5. Painting activities begin after Item #4
6. Additional research needed on ultra-sonic level sensor.
7. Finish remaining electrical work and Demo
8. Deliver (2) electric hoists to station for Hand over Punch List: Work starting on punch list items noted during Overstreet "QC Punch-Out" inspections. (ongoing)

Sandy Mordus

From: <Imad.Samara@lrc02.usace.army.mil>
To: <ALLENE@ucea.com>
Cc: <MMONAHAN@indot.state.in.us>; <jpokrajac@nirpc.org>; <RBRITTAIN@indot.state.in.us>; <wland@indot.state.in.us>; <BRIANC@ucea.com>; <KURTF@ucea.com>; <CHRISP@ucea.com>; <DAVER@ucea.com>; <MIKER@ucea.com>; <DEVINS@ucea.com>; <BENS@ucea.com>
Sent: Friday, December 19, 2003 11:11 AM
Attach: Response to INDOT.doc
Subject: FW: Grant Street INDOT Request

Allen, I think I have a x-mas gift for you in this email. Please review our Geotechnical Engineer recommendations. Have a nice Holiday.

Imad N. Samara
Project Manager
111 N Canal Street
Chicago, IL 60606
Tel: 312-846-5560.
Fax: 312-353-4256

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

From: Formek, John T LRC
Sent: Friday, December 19, 2003 10:32 AM
To: Samara, Imad LRC
Cc: Ackerson, Rick D LRC
Subject: Grant Street INDOT Request

Imad,

Attached are my comments and recommendation for the INDOT inquiry regarding replacement of road subgrade at Grant Street. Sorry for the delay, but I could not get a readable copy of the plans until 5:00 pm yesterday.

JF

Response to INDOT E-mail of 9 December 2003

Regarding comments of Ed Karwatka

1. From statements in his e-mail, it appears that Ed was working from memory and/or plans not an on-site inspection. The plans I received do show lightweight fill (slag) and the clay seal embankments, 2 feet thick.

Response to INDOT inquiry

2. I am not aware of any Corps guidance for the design and construction of seal embankments. I scanned the 2000 version of EM 1110-2-1913 (Design and Construction of Levees). The very early seal embankment designs were 3 feet thick, but this may have been the first seal actually constructed. I anticipate that the slag will be highly porous. Any water permeating through the seal embankment can conceivably migrate behind the line of protection and exit as seepage. Since the seal embankments reportedly extend over 700 feet on both sides of the river, the seepage quantities and gradients should be quite small. I personally would prefer to see a 3 foot blanket, but if our office previously reviewed and approved the INDOT drawings, it would be embarrassing to request a change now.

3. INDOT's main concern, as I read the e-mail, is whether they need to remove the existing slag fill and replace it with a compacted clay core as was done on some of the interchange re-constructions. Statements that soft foundation soils were removed and lightweight fill used indicate potential settlement problems. Placing compacted clay may cause unnecessary long-term maintenance problems and motorist safety issues.

4. My recommendation is not to replace the existing material under Grant Street. Construct the levees between the ramps. If we observe unacceptable seepage during a future flood event, we can consider adding a seepage berm or toe drain. This will likely be much less expensive.

LAND MANAGEMENT REPORT

For meeting on Wednesday, January 7, 2004

(Information in this report is from November 26, 2003 – January 2, 2004)

A. NON-PROJECT LAND MANAGEMENT

Charles Agnew Park sign will be finished. However, the dedication will be rescheduled for spring 2004.

1. 3120 GERRY STREET (RENTAL HOUSE)

- A lease agreement was signed by the tenants on June 19 for \$350/month on a month-to-month agreement.

2. CHASE STREET FARM STAND (VILLAGE FARM STAND)

- A letter was sent to the Chase St. Farm Stand (Village Farm Stand) on August 11th, 2003, indicating that Chase St. construction over I-80/94 is now complete and that as per a previous motion by the Commission, their monthly rental will be increased to \$2,000 per month.
- We have had no acknowledgement of our letter to them. We have received payments since September still in the amount of \$1500.
- A meeting was held on December 18, 2003 with Bert Witvoet (owner), Lou Casale, and Jim Pokrajac to discuss the lease agreement and back rent due.
- A letter was sent to the Chase Street Farm Stand (Bert Witvoet, owner) on December 24, 2003 as a letter of summary.
- A motion will be made at the January 7, 2004 Board meeting regarding future rent and back rent due.

3. FARM LEASES:

- LCRBDC met with the Bult brothers on November 13 to review concerns with site conditions, pumping, and new project instructions. A meeting was held with Don Ewen on December 2.
- Modified farm license agreements were sent to both parties on December 30, 2003.

B. PROJECT RELATED LAND MANAGEMENT

A. O&M Committee (ongoing issues)

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

1. The O&M Committee consists of the following members: Bob Huffman (Chairman), Arlene Colvin, Steve Davis, Emerson Delaney, and Bob Marszalek.
2. A meeting was held by the GSD on June 13 to review the pre-construction status of the re-building of the 27th & Chase Street pump station.
 - A letter was sent to the COE on July 2 regarding access during a flood event to the Ironwood Pump Station. A meeting will be scheduled during the week of January 12-16, 2004.

C. A field inspection was held with the O&M committee on August 25th, 2003, to review the construction of the South levee between Grant and Harrison. (Stage II-3C)

1. A letter was sent to the COE on September 22nd, 2003, requesting a response to the settlement around settlement gage east of Harrison.

2. LCRBDC received a response from the COE on October 17th, 2003, with their findings and recommendations.
 - COE visited the site on October 15th, 2003, and found that a 4' diameter area around the settlement gage had subsided about 18".
 - The COE said it may be due to inadequate compaction.
 - COE feels levees are sound and only to fill and compact this area with clay. COE will remove remaining gages 12" below crest, fill with grout, the backfill.
 3. Supplemental request to COE on October 7th, 2003, to obtain elevations on gages and levee for record purposes. (Ongoing)
 4. **LCRBDC received an estimate from C&H Mowing on November 25, 2003 for general clean-up around headwalls, culverts, and pump stations in the East Reach for \$1,750. Also, to clear the view north of the observation deck for \$1,750.**
 - **This will be completed before Spring, 2004.**
- D. Emergency Management/River Monitoring
1. LCRBDC sent a letter to the COE on September 12th, 2003, requesting an updated, current project map showing road closings and sandbagging locations.
 - The COE submitted modified tables from the upcoming O&M manual on November 4. These need to be put in a different format prior to the LCRBDC submitting to the city of Gary (as requested by Spike Peller)
 - **Information being obtained from Gary and format being reviewed by LCRBDC.**
- E. 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 completed.
1. LCRBDC received a copy of a letter from Attorney Allegretti on March 12 (dated March 1) with (8) concerns from the HSD before approving.
 - **A meeting will be scheduled with the HSD to review our final proposal for agreement for the S.E. Hessville Pump Station.**
- F. LCRBDC received a request from INDOT for a right-of-entry for a 12' strip of land adjacent to the I-80/94 south right-of-way from Chase Street to MLK Drive on June 27th, 2003.
1. A letter was sent to INDOT on November 3 indicating some concerns with wording in the INDOT ROE request.
 - **LCRBDC & INDOT finalizing wording of INDOT request.**
- G. The LCRBDC received information from our insurance company that the only remaining demolition in the East Reach Remediation area is not insurable.
1. Mr. Askew requested at our November 5 Board meeting to rent the barn on this property from us to stable his horses. Without insurance, we need to do demolition. LCRBDC to write letter denying his request.
 2. **A letter was sent to Mr. Askew by the LCRBDC on December 4, 2003 indicating he cannot remain on property due to insurance and liability concerns. He has 30 days to vacate.**

- 3-6
3. **Mr. Askew called December 19 and also faxed liability insurance forms. He still desires to rent the barn. He would like to discuss situation again at the January 7, 2004 Commission meeting.**
- H. COE letter received September 8, 2003 requesting hydric soil lands
1. LCRBDC sent a letter to the COE on October 9th, 2003, requesting consideration to use lands we own other than the 200 acres between levees between Chase and Grant for hydric soils.
 2. A field meeting was held with Marty Maupin (IDEM), Greg Moore (COE) and Jim Pokrajac (LCRBDC) on November 20 to review LCRBDC lands to see if they may be used for mitigation.
 - The only area that could be acceptable is an 85 acre parcel west of the Chase Street "in project" mitigation area.
 - Some additional soil analysis needs to be done and some minor culvert and berm installations.
 - **Greg Moore (COE representative) to write memo of meeting & also provide coordination for additional soil analysis.**



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

ARLENE COLVIN, Chairperson
Mayor of Gary's
Appointment

EMERSON DELANEY, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

ROBERT MARSZALEK, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

ROBERT HUFFMAN
Governor's Appointment

MARK LOPEZ
Lake County Commissioners'
Appointment

JOHN MROCZKOWSKI
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

CHARLIE RAY
Porter County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

December 24, 2003

Mr. Bert Witvoet
Village Farm Stand
1 West Sibley
South Holland, Illinois 60473

Dear Bert:

This letter is to serve as a short summary of our meeting with you, Attorney Lou Casale, and myself on Thursday, December 18, 2003. Following are some of the points that we had discussed which will be presented to the Development Commission for its consideration:

- Starting January 2004 your rent will continue to be \$1,700 per month on a month to month basis.
- Attorney Casale indicated that at that point in time, the Development Commission may want to advertise for re-leasing this facility.
- We anticipate that the work on 35th Street is close to be being completed right now and that future access to your store along this street should not be impaired.
- It was also agreed that access from the north on Chase Street was available again after INDOT completed their overpass on I-80/94 early in August 2003.
- We discussed back payment of money you owed us since Chase Street was opened but you felt that, according to your letter of April 1, 2003, you had indicated that future construction of Grant and 35th Street would also impair your business. You took the position that the \$1,500 you had been paying us since August 2003 was fair and that you should not have to pay the back payment.
- We will present this summary letter to our Board of Commissioners at our January 7th meeting for its consideration in allowing waiver of back rent and continued \$1,700 per month rent on a month to month basis.
- You presented to us a list of your gross income for 2002, 2003 and agreed that you would have no problem with us providing this information to our Commissioners.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
cc;

Arlene Colvin, LCRBDC Chairperson
Lou Casale, Attorney

1000

1000

1000

1000

1000

ATTORNEYS AT LAW

CASALE, WOODWARD & BULS, LLP

9223 BROADWAY-SUITE A • CAMBRIDGE COMMONS • MERRILLVILLE, IN 46410 • TELEPHONE: 219-736-9990 • FAX: 219-736-9991
417 S. DEARBORN STREET • SUITE 1000 • CHICAGO, ILLINOIS 60605 • TELEPHONE: 312-663-0901 • FAX: 312-663-0991
1205 S. HALLECK STREET • DEMOTTE, IN 46310 • TELEPHONE: 219-987-7770
E-MAIL: thefirm@cwblawfirm.com

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

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
CAROL E. BERWANGER
REBECCA A. ROSENBAUM
PAMELA R. MILLER

FINANCIAL COORDINATOR
JULIE MALKOWSKI

December 4, 2003

Mr. Joseph Askew
1165 Harrison Boulevard
Gary, IN 46407

RE: DC 739 (Lot 64 Carver Small Farms in the East Remediation area)

Dear Mr. Askew:

This correspondence concerns your possession and use of the above referenced property and your request to lease the property. While the Commission has taken your request into consideration and made efforts to accommodate your circumstances, due to insurance and liability considerations, it will not be able to allow you to remain on the property described above. This correspondence is official notice for you to vacate the premises within thirty (30) days of the date of this letter.

Please be aware that if you do not vacate the premises within thirty (30) days, judicial action may be brought against you in order to remove you from the premises, and the Commission may seek reimbursement of the costs in bringing that action. Please take this letter under advisement and act accordingly.

All future inquiries and correspondence should be forwarded to my attention.

Sincerely,

CASALE, WOODWARD & BULS, LLP

Louis M. Casale

LMC/amo

cc: Dan Gardner, LCRBDC

DEC 17 2003

4 pages

TO: JUDY VAMOS

FROM: JOE ASKEW

RE: LITTLE CALUMET RIVER BASIN
DEVELOPMENT

Joe
708-243-9976

Mr. Askew called 12/19/03. Wants to continue renting the barn for his horses. Faxed the attached liability insurance forms. He will assume all liability. Would like to appear at our Commission work study session on 1/7/04 to discuss the situation.

3

JK

12/19/03

Equine Commercial General Liability

THE EQUESTRIAN GROUP

P.O. Box 9957 Phoenix, AZ 85068
(800) 874-9191 FAX (602) 992-8327



Producer: _____ Number: _____
Policy and/or Renewal #: _____
Expiration Date: _____
Desired Effective Date: _____

Applicant: _____ Contact: _____

Business Name (DBA): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Location of business if different from above and locations where you have additional Equine Activities for which coverage is desired:

User: _____

Address: _____ City: _____ State: _____ Zip: _____

Past and/or present Insurance Company: _____ Last Year's Premium: \$ _____

Does Insured: ☐ Own ☐ Rent Ownership: ☐ Individual ☐ Corporation ☐ Association ☐ Partnership

Equine Commercial General Liability

| | | | |
|-----------------------------------|------------------------------------|------------------------------------|--------------------------------------|
| Each Occurrence Limit | \$300,000 <input type="checkbox"/> | \$500,000 <input type="checkbox"/> | \$1,000,000 <input type="checkbox"/> |
| Fire Damage Limit (Any one Fire) | \$50,000 | \$50,000 | \$50,000 |
| Medical Payments (Any one Person) | \$5,000 | \$5,000 | \$5,000 |

| | | | |
|-----------------------------------|--|--------------------------|--|
| Products and Completed Operations | Yes <input type="checkbox"/> No <input type="checkbox"/> | Personal Endorsement | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Double Aggregate | Yes <input type="checkbox"/> No <input type="checkbox"/> | Professional Endorsement | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Excess Coverage | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |

Excess limits: \$1m ☐ \$2m ☐ \$3m ☐ \$4m ☐

List Additional Insureds with relationship descriptions. (Independent Instructors / Trainers and Employees are Not Qualified.)

| | |
|----------------|---------------------|
| 1. Name: _____ | Relationship: _____ |
| 2. Name: _____ | Relationship: _____ |
| 3. Name: _____ | Relationship: _____ |
| 4. Name: _____ | Relationship: _____ |

Have you had any liability claims or reported incidents in the past three years? Yes ☐ No ☐
Explain all claims and reported incidents for the past three year period. Give dates, cause of loss, and amount paid:

DEFINITIONS AND INSTRUCTIONS

- **COMMERCIAL GENERAL LIABILITY:** Coverage for Commercial Equine Activities, which are both declared and approved on the application.
- **PERSONAL HORSE OWNER'S COVERAGE:** Provides coverage for personal, non-commercially owned pleasure horses both on and off premises.
- **EQUESTRIAN PROFESSIONAL COVERAGE:** Professional Equestrian Errors and Omissions coverage.
- **DOUBLE AGGREGATE:** Doubles the amount of coverage that is available during the policy period, but does not increase the occurrence limit.
- **EXCESS LIMITS:** Increases the per occurrence and aggregate limit. Primary limits of 1mm per occurrence and 2mm aggregate are required.
- **ADDITIONAL INSURED:** List Land Owners and/or Owners of facilities leased, etc. Spouses are covered automatically, but if children are of legal age and are part of your commercial operations, they need to be listed as Additional Insureds. Independent Instructors / Trainers and Employees are not qualified. (An Employee is an Insured while working within their job description.)
- **INDEPENDENT TRAINERS / INSTRUCTORS:** List all Riding Instructors and Trainers who utilize your facility. On Premises Coverage will be provided for those Independent Riding Instructors and Trainers listed. If any Instructors and/or Trainers require Off Premises coverage, they must complete their own application. We will provide a quotation to cover your Riding Instructor's activities, which will avoid duplication of coverage and cost. If your Independent Instructor or Trainer has coverage elsewhere, please send proof of coverage listing you and your business as an additional insured. (An Employee is an insured while working within their job description.)
- **CARE, CUSTODY & CONTROL:** CCC coverage is to protect you in the case of a lawsuit claiming negligence by you or an employee resulting in injury or death of a horse that is in your Care, Custody and Control. There is NO Coverage provided under the Commercial General Liability for other people's horses in your care.

Remember: *If you have activities which are not described within the application, they must be listed with explanations, volume of activity, and revenues for coverage to be approved.*

4

Summary of Equestrian Activities

Total number of horses owned / leased by you or your business: _____

Maximum number of horses owned / leased taken off premises (horse shows etc.): _____

Maximum number of horses used for Riding Instruction / School Horses: _____

Give a brief description of operation: _____

Total professional years in this type of an operation: _____

Briefly list officiating, judging, instructor licenses and/or competition experience: _____

If you are not the primary manager, Manager's Name: _____

Age: _____ Years Exp: _____

Any claims in the last three years

Yes ☐ Enclose full detailsNo ☐

24-hour supervision of facility

Yes ☐No ☐

Emergency numbers posted

Yes ☐No ☐

Safety & Barn Rules posted and written out

Yes ☐ Enclose CopiesNo ☐

Current liability waivers utilized

Yes ☐ Enclose CopiesNo ☐

State Equine Liability signs posted

Yes ☐No ☐

Smoking allowed in barns

Yes ☐No ☐

Shoes with heels required

Yes ☐No ☐**Helmets are Required:**☐ By everyone ALL OF THE TIME☐ 18 and under ALL OF THE TIME☐ Everyone while jumping/speed work☐ Only 18 and under while jumping☐ Optional

Describe precautions taken to keep horse(s) from having access to public roads: _____

Coverage will be provided only for exposures marked "Yes"**Breeding**Yes ☐ No ☐

What is your average Stud Fee charged: \$ _____

Total number of stallions standing stud on your premises: _____

Total number of stallions which you own or have partial ownership, standing at stud off premises: _____

Total number of mares covered annually on premises: _____

Covered off premises, which you own: _____

BoardingYes ☐ No ☐

Average number of horses boarded monthly: _____

Horse SalesYes ☐ No ☐

Total horses sold annually: _____

TrainingYes ☐ No ☐

Average number of horses in training monthly: _____

Independent TrainersYes ☐ No ☐

(Must be 18 years old.)

1. _____ Years Exp. _____

3. _____ Years Exp. _____

2. _____ Years Exp. _____

4. _____ Years Exp. _____

Riding InstructionYes ☐ No ☐

Anyone under 21 giving riding instruction:

Yes ☐ No ☐

Type of instruction: _____

Operation's Total Riding Instruction, both On and Off Premises, including all Independents' On Premises Instruction.

Total lessons given annually: _____

Average number of weekly lessons given on Client's Own horse(s): _____

Average cost per lesson: \$ _____

Average number of weekly lessons given on School/Insured's horse(s): _____

On Premises Riding ClinicsYes ☐ No ☐

Total Clinic Days: _____

Number of participants per day: _____

Off Premises Riding ClinicsYes ☐ No ☐

Total Clinic Days: _____

Number of participants per day: _____

Independent InstructorsYes ☐ No ☐

(Must be 18 years old.)

1. _____ Years Exp. _____

3. _____ Years Exp. _____

2. _____ Years Exp. _____

4. _____ Years Exp. _____

Officiating/JudgingYes ☐ No ☐

Total show days Judging / Officiating annually: _____

Host Shows / EventsYes ☐ No ☐

Average number of competitors per Show / Event: _____

Average number of spectators per Show / Event Day: _____

Hosted Sanctioned Show Days per year: _____

Maximum number of competitors: _____

Maximum number of spectators: _____

Sanctioning Organization(s): _____

Hosted Non-Sanctioned Show Days per year: _____

Maximum number of competitors: _____

Maximum number of spectators: _____

Type of Shows / Events: _____

Show dates: _____

Note: If dates have not been set, Written Notice of the event must be received in our office prior to the show date.
Coverage is not provided for show dates that have not been declared to the company in advance of the event.

5

Tack Store / Retail Sales Yes ☐ No ☐ (Tack manufacture and repair not eligible.)
 Pony & Horse Drawn Vehicle Rides Yes ☐ No ☐ (If yes, the Pony Ride / Horse Drawn Vehicle Rides Supplemental Form must be completed.)
 Do you own dogs? Yes ☐ No ☐ If yes, how many, what type, and for what purpose: _____
 Has any dog which you own or on your premises bitten or caused injury to anyone. (If Yes, attach details on a separate page.) Yes ☐ No ☐
 Other animals on premises Yes ☐ No ☐ If yes, describe: _____
 Hunting on premises? Yes ☐ No ☐ If yes, by: Owners Others Do you charge a fee? Yes ☐ No ☐
 Swimming pool on premises? Yes ☐ No ☐ Do you have a security fence around your pool? Yes ☐ No ☐

Is CARE, CUSTODY & CONTROL (CCC) coverage desired? Yes ☐ No ☐

The rates below include "Transportation Coverage" for transportation of non-owned horses in your care while in Continental U.S. and Canada.
 (Excludes Licensed Commercial Haulers.)

Select from the limits below. Premiums shown are for up to 20 horses.

| Limit Per Horse | Max Limit Per Policy | Annual Base Premium | Per horse over 20 horses |
|-----------------|----------------------|---------------------|--------------------------|
| 1) \$5,000 | \$25,000 | \$300.00 | \$5.00 |
| 2) \$5,000 | \$50,000 | \$375.00 | \$8.00 |
| 3) \$10,000 | \$50,000 | \$400.00 | \$9.00 |
| 4) \$10,000 | \$100,000 | \$475.00 | \$10.00 |
| 5) \$15,000 | \$100,000 | \$500.00 | \$13.00 |
| 6) \$25,000 | \$100,000 | \$550.00 | \$15.00 |
| 7) \$25,000 | \$250,000 | \$800.00 | \$17.00 |
| 8) \$25,000 | \$300,000 | \$700.00 | \$18.00 |
| 9) \$50,000 | \$300,000 | \$1,100.00 | \$20.00 |
| 10) \$100,000 | \$300,000 | \$1,400.00 | \$25.00 |
| 11) \$100,000 | \$500,000 | Submit for Quote | |
| 12) \$250,000 | \$500,000 | Submit for Quote | |
| 13) \$500,000 | \$1,000,000 | Submit for Quote | |

If only local transportation coverage is desired, mark "No" and \$100 will be deducted from the total CCC premium. No ☐

(If you marked "No", local transportation coverage will be provided only up to a 100 mile radius from the address shown on the declaration page.)

Average number of non-owned horses in your Care, Custody & Control (Breeding, Boarding, Training, etc.): _____

Maximum number of non-owned horses in your Care, Custody & Control (Breeding, Boarding, Training, etc.): _____

Are your horse trailers in good repair and on a proper maintenance program: Yes ☐ No ☐

How often and for what reasons do you transport horses for others: _____

LIST TOTAL ANNUAL GROSS REVENUES

Breeding: \$ _____ Boarding: \$ _____ Horse Sales: \$ _____
 Training: \$ _____ Riding Instruction: \$ _____ Riding Clinics: \$ _____
 Judging: \$ _____ Hosting Shows: \$ _____ Tack / Retail Sales: \$ _____
 Pony Rides: \$ _____ Horse Wagon Rides: \$ _____ Day Camps: \$ _____
 Other (): \$ _____ Total Annual Gross Revenue: \$ _____

If you have not listed all of your activities and exposures with explanations and revenues, list them here.
 (REMEMBER: EXPOSURES NOT DECLARED ARE NOT COVERED.)

THERE IS NO COVERAGE PROVIDED FOR COMMERCIAL TRAIL RIDE OPERATIONS!

I/We understand and agree that any misstatement of warranty or fact on this application shall be considered a violation of coverage afforded under any policy issued on the basis of this application. I/We understand and agree that this application shall form part of any policy issued and that the Company requires that I/We obtain additional insured certificates of insurance for independent contractors for coverage to remain in effect. I/We hereby make application to The Equestrian Group and it's Companies for Commercial Equine Liability Insurance. I/We understand any policy issued will not provide Worker's Compensation. The insured assigns as security for the total premium and/or fees payable any and all unearned premiums and dividends which may become payable. I/We agree to pay reasonable attorneys fees, costs and expenses necessarily incurred if suit or collection becomes necessary (not to exceed 50%).

APPLICANT'S SIGNATURE: _____

PRINT: _____ DATE: _____

2004 COMMITTEE PREFERENCE

Commissioner _____

Committees you currently sit on in 2003:

Land Acquisition/Management

Project Engineering

Legislative

Finance

Policy

Marina

Recreation

Public Relations

Environmental

Operation & Maintenance

Committees you wish to serve on in 2004:

Land Acquisition/Management

Project Engineering

Legislative

Finance

Policy

Marina

Recreation

Public Relations

Environmental

Operation & Maintenance

***Committee meetings held as needed.
Please select at least 2-3 committees
Please return to Sandy***

Construction Progress Report **Thru End of: Dec-2003**

1 OF 2

CONTRACT NO: DACW27-01-C-0008
 CONTRACTOR: Overstreet Engineering and Construction, Inc.
 DESCRIPTION: N. 5th. Ave Pump Station Rehabilitation
 Little Calumet River, Lake County, Indiana

COS-TS-C-S
 Robert Craib

| | | | |
|---------------------------------------|--------|-----------|----------------|
| ORIGINAL CONTRACT AMOUNT: | At NTP | 16-Apr-01 | \$2,387,500.00 |
| REVISED CONTRACT AMOUNT: Thru P-00012 | | | \$2,486,276.73 |
| ORIGINAL CONTRACT COMPLETION DATE: | | 17-Mar-03 | 700 |
| REVISED CONTRACT COMPLETION DATE | | 30-Jul-03 | 135 |
| PENDING SCHEDULE COMPLETION DATE: | | 01-Feb-04 | 31 |

ESTIMATED PROGRESS

| | |
|---|----------------|
| A. Present Earnings as of Pay E: Est # 20 | \$2,386,406.74 |
| B. Estimated Earnings thru end of reporting period | \$99,869.99 |
| C. Value of Work Performed on Directed, Pending Mods (earned but not paid) | \$0.00 |

LINE 1: SUB-TOTAL (A+B+C) \$2,486,276.73

D. Minus Work Paid for but not in place \$0.00

LINE 2: TOTAL VALUE OF PHYSICAL PROGRESS (LINE 1 - D) \$2,486,276.73

E. POTENTIAL TERMINATION COSTS (% remaining) \$0.00

FINANCIAL PROGRESS - FINANCIAL PROGRESS (LINE 1 + E) \$2,486,276.73

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

| | |
|---|----------------|
| F. Current Contract Amount thru Mod. P00012 | \$2,486,276.73 |
| G. Current Value of Overruns/Underruns (+/-) | \$0.00 |
| H. Directed, Pending Modifications (Thru RFP "SS020") | \$27,671.63 |

LINE 3: TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H) \$2,513,948.36

FUNDS AVAILABLE FOR PAYMENT: thru P00012 \$2,486,276.73

ACTUAL PERCENT COMPLETE (LINE 2 / LINE 3) 99%

SCHEDULED PERCENT COMPLETE (as per NAS/Progress Chart Approved) 99%

ESTIMATED EARNINGS NEXT THREE MONTHS VS FUNDS AVAILABLE

| EARNINGS | | REMAINING FUNDS |
|---------------------|----------|-----------------------|
| <u>\$127,471.63</u> | Jan-2004 | <u>(\$127,471.63)</u> |

NORTH FIFTH
2 OF 2

BREAKDOWN OF LINE B-ABOVE
WORK ITEM EARNINGS

0023V, 0023X 99,869.99

Remarks: Preparing Modification for SS-018 and SS-020
Painting efforts are ongoing.

Construction Progress Report **Thru End of: Dec-2003**

1 OF 2

CONTRACT N° DACW27-01-C-0001
 CONTRACTOR Overstreet Electric Co, Inc.
 DESCRIPTION Pump Station Rehabilitation Phase 1A
 Little Calumet River, Lake County, Indiana

COS-TS-C-S
 robert craib

| | | | |
|---------------------------------------|--------|-----------|----------------|
| ORIGINAL CONTRACT AMOUNT: | At NTP | 07-Nov-00 | \$4,638,400.00 |
| REVISED CONTRACT AMOUNT: Thru P-00016 | | | \$4,859,564.85 |
| ORIGINAL CONTRACT COMPLETION DATE: | | 08-Oct-02 | 700 |
| REVISED CONTRACT COMPLETION DATE | | 01-Dec-03 | 419 |
| PENDING SCHEDULE COMPLETION DATE: | | 01-Apr-03 | 121 |

ESTIMATED PROGRESS

| | |
|---|----------------|
| A. Present Earnings as of Pay Est. Est # 23 | \$3,763,416.10 |
| B. Estimated Earnings thru end of reporting period | \$100,000.00 |
| C. Value of Work Performed on Directed, Pending Mods (earned but not paid) | \$0.00 |

LINE 1: SUB-TOTAL (A+B+C) \$3,863,416.10

D. Minus Work Paid for but not in place \$0.00

LINE 2: TOTAL VALUE OF PHYSICAL PROGRESS (LINE 1 - D) \$3,863,416.10

E. POTENTIAL TERMINATION COSTS (% remaining) \$0.00

FINANCIAL PROGRESS - FINANCIAL PROGRESS (LINE 1 + E) \$3,863,416.10

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

| | |
|---|----------------|
| F. Current Contract Amount thru Mod. A00006/P00016 | \$4,859,564.85 |
| G. Current Value of Overruns/Underruns (+/-) | \$0.00 |
| H. Directed, Pending Modifications (Thru RFP "SS026") | -\$4,000.00 |

LINE 3: TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H) \$4,855,564.85

FUNDS AVAILABLE FOR PAYMENT: thru P00016 \$3,792,427.59

ACTUAL PERCENT COMPLETE (LINE 2 / LINE 3) 80%

SCHEDULED PERCENT COMPLETE (as per NAS/Progress Chart Approved) 99%

ESTIMATED EARNINGS NEXT THREE MONTHS VS FUNDS AVAILABLE

| <u>EARNINGS</u> | | <u>REMAINING FUNDS</u> |
|-----------------|----------|------------------------|
| \$250,000.00 | Jan-2004 | (\$320,988.51) |
| \$250,000.00 | Feb-2004 | (\$570,988.51) |
| \$250,000.00 | Mar-2004 | (\$820,988.51) |

2 OF 2
PVMP /ABREAKDOWN OF LINE B-ABOVE
WORK ITEM EARNINGS

0229B, 0229C 100,000.00

Remarks: Received Overstreets proposal for SS026 (Delete Grade Beam)
Baring Ave: Pump station now at designed pumping capacity.
S. Kennedy: New pump #5 is on line. New pump #4 installed although, not on line.
Hohman Ave: Painting efforts have begun.
Walnut Ave: Viking Engineering began installation of rebuilt pump #3.

10F2

Construction Progress Report **Thru End of: Dec-2003**

CONTRACT NO: **DACW23-02-C-0011**
 CONTRACTOR: **Renewable Resources**
 DESCRIPTION: **Mitigation**

| | | |
|--------------------------------------|-----------|--------------|
| ORIGINAL CONTRACT AMOUNT: | 07-Nov-02 | \$921,102.68 |
| REVISED CONTRACT AMOUNT: thru P00004 | | \$921,102.68 |
| ORIGINAL CONTRACT COMPLETION DATE: | 11-Jan-04 | 430 |
| REVISED CONTRACT COMPLETION DATE | 11-Jan-04 | 0 |
| PENDING SCHEDULE COMPLETION DATE: | 11-Jan-04 | 0 |

ESTIMATED PROGRESS

| | |
|---|--------------|
| A. Present Earnings as of Pay Est. No. 6 | \$680,390.98 |
| B. Estimated Earnings thru end of reporting period | \$0.00 |
| C. Value of Work Performed on Directed, Pending Mods (earned but not paid) | \$0.00 |

| | |
|---------------------------|--------------|
| LINE 1: SUB-TOTAL (A+B+C) | \$680,390.98 |
|---------------------------|--------------|

| | |
|---|--------|
| D. Minus Work Paid for but not in place | \$0.00 |
|---|--------|

| | |
|---|--------------|
| LINE 2: TOTAL VALUE OF PHYSICAL PROGRESS (LINE 1 - D) | \$680,390.98 |
|---|--------------|

| | |
|--|--------|
| E. POTENTIAL TERMINATION COSTS (% remaining) | \$0.00 |
|--|--------|

| | |
|--|--------------|
| FINANCIAL PROGRESS - FINANCIAL PROGRESS (LINE 1 + E) | \$680,390.98 |
|--|--------------|

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

| | |
|---|--------------|
| F. Current Contract Amount thru Mod. P00004 | \$921,102.68 |
| G. Current Value of Overruns/Underruns (+/-) | \$0.00 |
| H. Directed, Pending Modifications (Thru RFP "P") | \$0.00 |

| | |
|---|--------------|
| LINE 3: TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H) | \$921,102.68 |
|---|--------------|

| | |
|--|--------------|
| FUNDS AVAILABLE FOR PAYMENT: thru P00004 | \$685,000.00 |
|--|--------------|

| | |
|---|-----|
| ACTUAL PERCENT COMPLETE (LINE 2 / LINE 3) | 74% |
|---|-----|

| | |
|--|-----|
| SCHEDULED PERCENT COMPLETE (as per NAS/Progress Chart Approved) | 74% |
|--|-----|

ESTIMATED EARNINGS NEXT THREE MONTHS VS FUNDS AVAILABLE

| EARNINGS | REMAINING FUNDS |
|--------------|-------------------------|
| \$240,711.70 | Jan-2004 (\$240,711.70) |
| \$0.00 | Feb-2004 (\$240,711.70) |
| \$0.00 | Mar-2004 (\$240,711.70) |

BREAKDOWN OF LINE B-ABOVE
WORK ITEM EARNINGSMITIGATION
PAGE 2 OF 2

\$ -

Remarks:

- Contractor is on-site and working on the following at Chase Street.
- Installed split rail fencing along Chase Street and Clark Road.
- Burning of stockpile is complete.
- Cleaning of debris at Black Oak site.
- Installation of two (2) dia. reinforced concrete pipe is completed.
- Seeding Black Oak site.
- CDF visited jobsite to determine course of action for erosion from overflow of plugged field tile

1 OF 2

Construction Progress Report Thru End of: Dec-2003

CONTRACT NO: DACW23-02-C-0010
 CONTRACTOR: Dyer Construction Company, Inc.
 DESCRIPTION: Stage III Remediation

| | | |
|---|-----------|----------------|
| ORIGINAL CONTRACT AMOUNT: | 14-Nov-02 | \$1,231,848.00 |
| REVISED CONTRACT AMOUNT: thru A00006/P00004 | | \$1,310,053.17 |
| ORIGINAL CONTRACT COMPLETION DATE: | 09-Nov-03 | 360 |
| REVISED CONTRACT COMPLETION DATE | 29-Nov-03 | 20 |
| PENDING SCHEDULE COMPLETION DATE: | 29-Nov-03 | 0 |

ESTIMATED PROGRESS

| | |
|---|----------------|
| A. Present Earnings as of Pay Est. No. 6 | \$1,181,792.61 |
| B. Estimated Earnings thru end of reporting period | \$0.00 |
| C. Value of Work Performed on Directed, Pending Mods (earned but not paid) | \$0.00 |

LINE 1: SUB-TOTAL (A+B+C) \$1,181,792.61

D. Minus Work Paid for but not in place \$0.00

LINE 2: TOTAL VALUE OF PHYSICAL PROGRESS (LINE 1 - D) \$1,181,792.61

E. POTENTIAL TERMINATION COSTS (% remaining) \$0.00

FINANCIAL PROGRESS - FINANCIAL PROGRESS (LINE 1 + E) \$1,181,792.61

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

| | |
|--|----------------|
| F. Current Contract Amount thru Mod. A00006/P00004 | \$1,310,053.17 |
| G. Current Value of Overruns/Underruns (+/-) | \$0.00 |
| H. Directed, Pending Modifications (Thru RFP "P") | \$101,744.69 |

LINE 3: TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H) \$1,411,797.86

FUNDS AVAILABLE FOR PAYMENT: thru A00006/P00004 \$1,205,021.50

ACTUAL PERCENT COMPLETE (LINE 2 / LINE 3) 84%

SCHEDULED PERCENT COMPLETE (as per NAS/Progress Chart Approved) 92%

ESTIMATED EARNINGS NEXT THREE MONTHS VS FUNDS AVAILABLE

| EARNINGS | | REMAINING FUNDS |
|--------------|----------|-----------------|
| \$230,005.24 | Jan-2004 | (\$230,005.24) |
| \$0.00 | Feb-2004 | (\$230,005.24) |
| \$0.00 | Mar-2004 | (\$230,005.24) |

BREAKDOWN OF LINE B-ABOVE WORK ITEM EARNINGS

L62KGC, 0012N4 \$

Remarks:

- Installed underground conduit to the drain tile pump station, and Marshalltown pump station
- Installed electrical at both pump stations.
- Completed bollard retrofit and hardware.
- Installed fencing at both pump stations.
- Installing service road to drain tile pump station.
- Installed service road to marshalltown pump stations.
- Installed service road to marshalltown pump stations.

2 OF 2
STAGE III

- Installing exterior ditch to drain tile pump.
- Modification A00002 for \$2,296.19 for Concrete Demolition. ACO signed and final distribution to follow
- Modification A00003 for \$4,324.52 Stone Riprap at Culverts. ACO signed and final distribution to follow.
- Modification A00004 for \$30,235.55 - For Access Road to Pump Stations.
- Modification A00005 for \$13,730.26 - For Valve Vault at Marshalltown.
- Modification A00005 for \$13,730.26 - For Valve Vault at Marshalltown.
- Contract expected to be completed in APR 04.

THE
TIMES

Short session begins with bad fiscal news

INDIANAPOLIS (AP) — Lawmakers convened Tuesday with news that state tax collections were \$13.6 million below target in December and are nearly \$154 million behind expectations six months into the fiscal year.

Despite the latest hit on Indiana's finances, however, Gov. Joe Kernan's administration and legislative leaders said it was unnecessary now to open the state's two-year budget and cut spending.

They pointed to an improving national economy and hopes that it will begin to rub off on Indiana and increase state revenue. The governor and legislators also would like to avoid the politically unpleasant chore of making spending cuts, especially during an election year.

Indiana's economy and state government's \$1 billion budget deficit are sure to be campaign issues during the governor's race and other contests. Kernan, a Democrat, is seeking a full term this year, and Republicans believe he is vulnerable on both fronts.

But lawmakers began their short session Tuesday debating legislation on other issues, including property taxes. Democrats who control the House wasted no time

sending bills for new or expanded tax deductions for homeowners to the full chamber.

Still, officials and lawmakers were aware of the sour financial news.

State Budget Director Marilyn Schultz called the December dip in revenue "very disappointing," in part because tax collections came in slightly above projections the previous month. That had raised hopes that Indiana's economy was on the mend.

Although corporate taxes were \$19.1 million above projections in December, individual income taxes lagged by \$20.9 million and sales taxes were \$1.9 million

below target. Gambling and other taxes were down about \$10 million.

The economic upturn nationally has not paid off in big employment gains, Schultz said, and few states have seen major gains in tax revenue.

"We are plodding along with all the rest of the states, and each governor and each Legislature are hoping every month that we will see an upturn," Schultz said.

Kernan has held open the possibility of asking lawmakers to revisit the state budget and make cuts.



2004
INDIANA
GENERAL
ASSEMBLY

For your information, we have enclosed copies of the contracts requiring action at the January meeting.

2004 CONTRACTS REQUIRING COMMISSION ACTION/APPROVAL

1. James E. Pokrajac, Agent, Land Management/Engineering (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
2. Judith A. Vamos, Land Acquisition Agent (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
3. Lorraine Kray, Crediting Technician (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
4. Sandy Mordus, Crediting Technician (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
5. Louis Casale, contract for legal services (proposed 2004 contract enclosed)
6. R. W. Armstrong contract for engineering review services (proposed 2004 contract enclosed)

The contract for administrative services with NIRPC for 2004 is included in the Agenda packet.

2003
contract

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this 8th day of January, 2003 by and between The Little Calumet River Basin Development Commission ("Commission"), and James E. Pokrajac, an individual residing at 236 N. Elgin Avenue, Griffith IN 46319 (the "Independent Contractor").

Preliminary Statements

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

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

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

1. Agreement to Provide Services.

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

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

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

3. Remuneration.

(a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor \$ 52.25 per hour.

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

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

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

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

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

5. Right of Control.

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

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

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

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

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

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

9. **Business Cards, Letterhead, Etc.** Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.

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

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

12. Independent Contractor.

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

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

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

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

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

15. Remedies.

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

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

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

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

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

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

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

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

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

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: 

Title: Executive Director



JAMES E. POKRAJAC

Exhibit A

WORK SCOPE: DUTIES AND RESPONSIBILITIES

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

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

2003
Contract

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this 8th day of January, 2003 by and between The Little Calumet River Basin Development Commission ("Commission"), and Judith A. Vamos, an individual residing at 12060 - 97th Point, St. John IN 46373 (the "Independent Contractor").

Preliminary Statements

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

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

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

1. Agreement to Provide Services.

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

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

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

3. Remuneration.

(a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor \$37.60 per hour.

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

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

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

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

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

5. Right of Control.

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

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

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

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

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

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

9. **Business Cards, Letterhead, Etc.** Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.

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

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

12. **Independent Contractor.**

(a) Notwithstanding any other provision of this Agreement to the contrary, this

agreement does not constitute a hiring by either party nor does it constitute a contract of employment. Commission and Independent Contractor intend that Independent Contractor shall serve as an independent contractor and not as an employee of Commission.

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

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

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

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

15. Remedies.

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

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

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

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

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

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

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

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

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

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: 

Title: Executive Director


JUDITH A. VAMOS

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

JOB DESCRIPTION

LAND ACQUISITION AGENT

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

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

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

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

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

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

A. TERMS AND CONDITIONS OF CONTRACT:

1. Contract shall be for a period not to exceed twelve (12) months effective from the date of signature of both parties or their legal representatives.
2. Contract shall be reviewed on an as-need basis and can be renewed or revised upon review and consent of both contracting parties. Compensation will be reviewed at that time.
3. The contract can be terminated upon written notice of thirty (30) days by either contracting party.

B. COMPENSATION FOR SERVICES:

1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of \$18.50.
2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.
3. The contractor shall be considered self-employed for the purpose of this contract, and as such, the contractor shall be responsible for the payment of all applicable State and Federal taxes associated with this employment status.
4. The contractor shall submit invoices and claims on a bi-monthly basis for services rendered. The invoices shall record the number of hours that the contractor has worked in that period. The Development Commission will review and process the claims and submit vouchers for State payment on a weekly basis. The contractor shall be paid upon receipt of the State payment.
5. The contractor shall receive mileage reimbursement at the rate of \$.28/mile for work-related travel as approved by the Commission Executive Director. The point of departure and return for valid mileage reimbursement shall be from the Commission office. Mileage claims shall be submitted on a monthly basis and are subject to rules and regulations of the State Board of Accounts.

In witness whereof, the parties have executed this agreement on this 8th day of January, 2003.

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: Dan Gardner
Dan Gardner
Executive Director

GEORGETTE LORRAINE KRAY

Georgette Lorraine Kray
Contractor

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

**SANDRA J. MORDUS
9348 Wildwood Drive
Highland, Indiana 46322
219/924-9496**

For hourly contract services described as crediting technician.

A. TERMS AND CONDITIONS OF CONTRACT:

1. Contract shall be for a period not to exceed twelve (12) months effective from the date of signature of both parties or their legal representatives.
2. Contract shall be reviewed on an as-need basis and can be renewed or revised upon review and consent of both contracting parties. Compensation will be reviewed at that time.
3. Contract can be terminated upon written notice of thirty (30) days by either contracting party.

B. COMPENSATION FOR SERVICES:

1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of 24.50 /hour.
2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.
3. The contractor shall be considered self-employed for the purpose of this contract, and as such, the contractor shall be responsible for the payment of all applicable State and Federal taxes associated with this employment status.
4. The contractor shall submit invoices and claims on a weekly basis for services rendered. The invoices shall record the number of hours that the contractor has worked for that weekly period. These hours will be verified by the Time Clock. Work done under this contract shall not be done during regular business hours. The Development Commission will review and process the claims and submit vouchers for State payment on a weekly basis. The contractor shall be paid upon receipt of the State payment.

In witness whereof, the parties have executed this agreement on this 8th day of January, 2003.

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: Dan Gardner
Executive Director

SANDRA J. MORDUS

Sandra J. Mordus

AGREEMENT

Come now the Parties hereto, the LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, hereinafter referred to as the "Commission," and LOUIS M. CASALE of CASALE, WOODWARD & BULS, LLP, hereinafter referred to as "Attorney," and agree as follows:

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

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

2. Attorney shall provide such Special Services as required by the Commission, to be billed at the Attorney's current hourly rate for governmental agencies, which is presently One Hundred Dollars (\$100.00) per hour, plus out-of-pocket expenses incurred by Attorney, but only after receiving authorization to proceed from the Commission, its Chairman or the Executive Director of the Commission. Special Services shall include, but not be limited to, the following items:

- a. Representation in connection with any litigation affecting the Commission.
- b. Representation in connection with changes in boundaries or formation, operation and dissolution of ancillary organizations.
- c. Consultation, preparation of documents, and representation in connection with any real or personal property transaction.
- d. Attendance at any meetings in excess of the meetings provided under the basic retainer services.

- e. Preparations of opinions, reports, memoranda, contracts, leases, resolutions, legislation, and similar documents that require research or revision.
- f. Representation in any Bond Issue Proceedings.

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

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

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

5. This Agreement may be terminated by either party upon thirty (30) days notice.

Dated this _____ day of _____, 20____.

ATTORNEY

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

Louis M. Casale
CASALE WOODWARD & BULS, LLP
9223 Broadway, Suite A
Merrillville, IN 46410
(219) 736-2163

By:
Title: Commission Chairperson

ATTEST:

By:
Title: Commission Secretary