



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

✓
WILLIAM BILLER, Chairman
Governor's Appointment

✓
ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's
Appointment

DR. MARK RESHKIN, Secretary
Governor's Appointment

✓
GEORGE CARLSON
Mayor of Hammond
Appointment

✓
STEVE DAVIS
Dept. of Natural Resources
Appointment

SAM DIMOPOULOS
Lake County Commissioners'
Appointment

✓
ROBERT MARSZALEK
Governor's Appointment

✓
JOHN MROCZKOWSKI
Governor's Appointment

CHARLIE RAY
Porter County Commissioners'
Appointment

VACANCY
Governor's 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, JULY 6, 2005
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN

WORK STUDY SESSION – 5:00 P.M.

AGENDA

1. Call to order by Chairman Bill Biller
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of June 1, 2005 1-3
5. Chairman's Report
6. Executive Director's Report
 - Accelerated construction schedule to complete project to Illinois state line
 - Funding needs and implementation time table 4-7
 - Change of real estate management for project to the Detroit District
 - Letter to Project Manager regarding Commission contract appraisal review and associated costs 8-9
7. Outstanding Issues



new notepink
pc. copy set.
Dep - absent

8. Standing Committees

A. Finance Committee – Report by Treasurer Arlene Colvin

- Financial status report
 - Approval of claims for June 2005
 - Approval of O&M claims for June 2005
 - Approval to transfer \$30,000 into Administrative Budget
 - Executive Order from Governor's Office - FYI
 - Issues for discussion
- 10
11-12
13
14
15-16

B. Land Acquisition/Land Management Committee – Committee Chair Bob Marszalek

Land Acquisition

- Appraisals, offers, acquisitions, recommended actions
- Report on Real Estate meeting held 6/14 with Detroit Corps and Project Manager
- Issues for discussion

Land Management

- RFP's sent out for mowing contract – due back July 1
- VIEW OUTDOOR ADV. billboard construction expected soon
- Issues for discussion

C. Project Engineering Committee – Committee Chair Bob Huffman

- Construction of VI-1S (Kennedy to Liabe, south of river) is ongoing ✓
- Utility Relocation coordination ongoing ✓
- Issue pending on J.F. New proposal to do corrective drainage design for MS4 issues for Burr Street II – Gary portion ✓
- SV-2B-INDOT's willingness to work with us so they can proceed with their lift station construction ✓
- Meeting held 6/30 with town of Griffith to discuss their levee certification ✓
- Corps bid opening for VI-2 construction rescheduled to July 6 ✓
- Issues for Discussion

D. Operation & Maintenance – Committee Chair Bob Huffman

- Meeting held 6/20 with city of Gary, Corps, LCRBDC to discuss final pump station inspections. Pump station in ERR inspected & accepted.
- Attorney drafting O&M agreement for city of Gary
- Issues for Discussion

E. Environmental Committee – Committee Chair Mark Reshkin

- Need to inform IDNR regarding Commission's obligation for mitigation requirements fulfilled
- Issues for Discussion

F. Legislative Committee – Committee Chair George Carlson

- Communication to local communities regarding accelerated schedule and funding needs
- Issues for Discussion

G. Recreational Development Committee – Committee Chair Bob Huffman

- Inspection held 6/23 for Stage III Remediation – Access roadway & ramp to trail have been inspected & accepted
- Issues for Discussion

H. Marina Development Committee – Committee Chair Charlie Ray

- Update on marina transfer to city of Portage
- Issues for Discussion

I. Policy Committee – Committee Chair Bob Marszalek

- Issues for Discussion

9. Other Issues / New Business

10. Statements to the Board from the Floor

11. Set date for next meeting; adjournment

✓ put in 6:00 mch.

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 6:00 P.M. WEDNESDAY, JUNE 1, 2005
6100 SOUTHPORT ROAD
PORTAGE, INDIANA

Chairman William Biller called the meeting to order at 6:05 p.m. Eight (8) Commissioners were present. Pledge of Allegiance was recited. The guests were recognized.

Development Commissioners:

Charlie Ray
Arlene Colvin
Robert Huffman
William Biller
Steve Davis
Mark Reshkin
George Carlson
Sam Dimopoulos

Visitors:

Sandy O'Brien - Hobart
Mark Lopez - Congressman's Office
Elizabeth Johnson - Congressman's Office
Meda Enger - Munster resident
Tim Zorn - Post Tribune reporter
Imad Samara - Army Corps project manager

Staff:

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

A motion to approve the May 4, 2005 minutes was made by Bob Huffman; motion was seconded by Arlene Colvin; motion passed unanimously.

Chairman's Report - Chairman Bill Biller reported on the Executive Session held on May 17, where the main topic was land acquisition issues and the Congressman's request to complete the construction by December 2009. Discussion ensued on how we would be able to do that with the limited funding that we have. Consensus was that we definitely need to meet with the city and towns to see what assistance they could offer (whether through funding or land donations).

• Also discussed was the settlement of several properties. Attorney Casale recommended the settlement of two properties - DC1010E to settle for \$154,000 (which has already been paid into court) and DC1022-1024 to settle for \$80,000 (we paid \$30,000 into court and would need to pay an additional \$50,000). Mark Reshkin made a motion to approve the settlement on DC1010E; motion seconded by Arlene Colvin; motion passed unanimously. Bob Huffman made a motion to approve the settlement on DC1022-24; motion seconded by Arlene Colvin; motion passed unanimously.

Executive Director's Report - Mr. Gardner reported that we have been working with the Corps on scheduling and budgeting and have met with them several times. We have provided the Corps with our estimate to complete land acquisition, utility relocation, completion of Burr Street levee II, local share contribution, professional services, etc. The Corps will respond back to the Congressman with a construction schedule listing the costs, both federal and local, for each stage of construction. The easement acquisition in the west reach includes 261 properties. Staff has also met with a large appraisal firm (Integra) that has the capability of doing the appraisal work quickly. They are already approved by the Corps of Engineers. Chairman Biller inquired whether we would contract with Integra to assist with the land acquisition. Judy Vamos answered that we have already met with Integra and they could complete all of the appraisal work within a year and a half. We would have a separate contract for each individual stage. We would hire our own reviewer and the appraiser and reviewer would work together on the format so it would go smoother and faster. On previous appraisals, the Corps was the reviewer. Now the Corps has changed the process and they request

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that we hire our own reviewer. They will only review it again when it is submitted for crediting. Whatever process we use, it is regulated by the Corps of Engineers. Since time is of the essence, we need to move the process along as quickly as we can with the control that we have. Attorney Casale added that we do not have to bid out for professional services on hiring appraisers; we only need to get proposals. Commissioner Huffman inquired whether we would be spending all this money to get the appraisals but then not have the money to purchase the easements. Mr. Gardner reiterated that we have no choice; the appraisal process is the first step and we need to keep moving forward. Judy Vamos added that the appraisals would be a mass appraisal; not individual appraisals on each DC number. Commissioner Reshkin stated that we should ask the Corps to reduce the cost to us that would be reduced from the Corps not using their own review appraiser. He made a motion that their cost be offset to us and that cost should be reflected in a reduction of hours, and therefore cost, by the Corps; motion seconded by Bob Huffman; motion passed unanimously. Staff will draft a letter to the Corps stating such.

Staff was directed to secure several proposals by appraisal firms to do this appraisal work for us. Judy Vamos also stated that we are meeting with the Detroit Corps office on June 13 and 14. They will be here for an inspection of the west reach area and will attend our monthly Real Estate meeting.

Finance Committee – Treasurer Arlene Colvin stated that the \$700,000 note has been broken and been made available for land acquisition. We have started to spend it down; \$608,000 remains. Mr. Gardner asked for approval that the \$185,000 (Interest money) and the \$133,721.49 (Sand money) be made available for the O&M Fund to meet requirements in the LCA for ongoing maintenance. Bob Huffman proceeded to request the transfer of those funds into the O&M account; motion seconded by Arlene Colvin; motion passed unanimously.

- Ms. Colvin then presented the financial report and the claim sheet for May. She proceeded to make a motion to approve the claims totaling \$42,645.80; motion seconded by George Carlson; motion passed unanimously.

- Ms. Colvin then proceeded to make a motion to approve the pending O&M claims totaling \$4,267.45; motion seconded by Bob Huffman; motion passed unanimously.

Land Acquisition/Land Management Committee – In Committee Chairman Bob Marszalek's absence, Jim Pokrajac stated that the agreements with VIEW OUTDOOR have been approved and signed. They are going through the process to obtain permits. Land Acquisition items have already been covered.

Project Engineering Committee – Committee Chairman Bob Huffman reported that staff met with Greeley & Hansen and J. F. New on May 26 to review the MS-4 issue for Burr Street II – Gary. J. F. New will submit a proposal to us to provide design to the Corps to be incorporated in the bid documents and plans in order to be in compliance with the new MS-4 ruling. This issue needs to be addressed immediately so we can keep on schedule to advertise this portion by mid-July.

- A pre-bid meeting for Stage VI-2 was held on May 12. The bid due date was extended to June 23 because of addendums that required clarification.

- Mr. Huffman reported that staff will be contacting the pipeline companies in the Stage V-2 area. There are 14 pipelines (six different owners) to coordinate with. We have received the modified Corps design using sheet piling and "bridging" over the pipelines in lieu of a concrete "T" wall. Jim Pokrajac added that after our initial written correspondence with the pipeline companies, we will meet with them.

- Mr. Huffman also reported that the backcheck set of Corps design for Stage VI-1 North has been distributed to affected parties with comments due back by June 10.

Operation & Maintenance Committee – Committee Chairman Bob Huffman reported that the final pump station inspection will be scheduled with the city of Gary very soon. We have sent a letter to them requesting a meeting.

- A conference call was held on May 24 with the Corps and USGS to discuss new river monitoring equipment. If funds are available, the old equipment would be replaced during this Corps fiscal year using Federal funds.

- Mr. Huffman referred to the letter we wrote in response to the Corps letter stating we have not been in compliance with the LCA for O&M responsibilities. We did comply with their request by contracting with Austgen Electric to do the necessary diagnostics to determine deficiencies and completed corrective action to make the stations operational. We then contracted with them to do the repair work to bring the pumps to an automatic operational state. We are working with the city to determine a final scope of work to bring all four stations up to "as-built" condition.
- Chairman Biller inquired what the schedule is for construction of the Burr Street Phase 2 levee. Mr. Pokrajac answered that if we can finalize, we would start construction this year. Mr. Gardner added that we have to make the money available. He will be writing a letter to the State Budget Committee to get on the August agenda for approval of the release of the \$2 million appropriated 2005-07 funds. That money is needed for the Burr Street remaining construction.
- Staff will work on developing a time schedule to complete O&M turnover to Gary. .

Environmental Committee – Committee Chairman Mark Reshkin reported that we had a successful dedication at Hobart Marsh. He thanked Sandy O'Brian for her assistance. She led a tour of the area.

Legislative Committee – Committee Chairman George Carlson referred to the news article in which the House passed \$6.5 million for the Little Calumet River project. The bill must now go to the Senate for approval. Mr. Gardner stated that the amount is significant and notable because originally there were no monies allocated to the Corps for the project. Chairman Biller added that we will do everything we can to comply with the Congressman's request to finish the project in four years. Mr. Gardner added that we will look at all opportunities where we can to save money and meet with the individual communities to request help. Discussion ensued on asking for the donation of easements needed from the communities for the entire area. Chairman Biller inquired about private donations. Judy Vamos added that she always asks the private residents for the donation of their easement before sending them a land easement offer. Commissioner Reshkin emphasized that we really need to get the word out and inform the people of the money situation. They need to know the reality of the consequences if we do not have the money. We're doing this for the residents – not to the residents.

Recreation Committee – Committee Chairman Bob Huffman reported that the Corps has committed to completing the levee construction first and that trails on the levee easements will be constructed secondarily. Mr. Huffman expressed concern that there would not be money for the trail completion. Imad Samara answered that we will have another meeting to talk about the recreational trails; but we will not delay the levee project because of recreational trails.

Marina Committee – Committee Chairman Charlie Ray stated that the agreement for the transfer of the marina was sent to Portage by Attorney Casale. Attorney Casale stated that he has talked to the city's attorney, Greg Sobkowski and he understands that the agreement is being reviewed by him. At this point in time, we do not know what their reaction is to the agreement.

Policy Committee – No report.

Public Relations Committee – No report.

New Business – None.

Statements from the Floor – None.

There being no further business, the next meeting was scheduled for 6:00 p.m. Wednesday, July 6, 2005.



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO IL 60606-7208

May 27, 2005

**REPLY TO
ATTENTION OF**

**Planning & Project Management Division
Project Management Branch**

**Honorable Peter J. Visclosky
Representative in Congress
701 East 83rd Avenue, Suite 9
Merrillville, Indiana 46410**

Dear Mr. Visclosky:

I am responding to your letter of March 30, 2005 requesting an expedited schedule for completion of the Little Calumet River Flood Control Project. The Chicago District, in conjunction with the Little Calumet River Basin Development Commission (LCRBDC), has developed a plan to complete this project by December 2009 as requested. Enclosed is a schedule laying out the real estate acquisition and design and construction activities for the remaining stages of this project.

The critical activities are the real estate acquisitions and utility relocations. There are approximately 261 real estate acquisitions necessary to complete this project. Our experience in the west reach indicates that approximately 50 percent of these acquisitions will require condemnation actions. In addition, there will be approximately 232 utility relocations. The Chicago District has provided the LCRBDC with all the real estate requirements for Stage V and VII so that they can aggressively proceed with the acquisitions and relocations. The LCRBDC has indicated strong commitment to meeting the expedited schedule for real estate acquisitions and utility relocations.

The Chicago District will have awarded all of the construction contracts for Stage VI and the Burr Street Betterment Levee contract by September 30, 2005. The LCRBDC will have to provide a minimum of 5 percent of the appropriated federal amount by October 1, 2005. If Congress appropriates \$6,500,000 they must provide \$325,000. In addition, the LCRBDC must provide \$900,000 for the Burr Street Betterment Levee.


The Chicago District is confident of our ability to meet the expedited schedule for the design and construction of the remaining stages of the project. The Chicago District has demonstrated its ability to complete design and construction activities on this project, consistent with the federal funds appropriated for the project through your support, \$98,000,000 through fiscal year 2005.



Significant additional funding, both Federal and Non-Federal, is required in order to execute in accordance with the expedited schedule. Enclosed is a summary of the Federal and Non-Federal funding required by fiscal year. The Federal funding requirement is predicated on the LCRBDC providing the necessary real estate acquisition, utility relocation and local cash required to award contracts for the remaining stages.

If I can assist you further, please contact me at 312-846-5300, or contact Mr. Roy Deda at (312) 846-5302. We would be pleased to meet with you to discuss the path forward to completion of this project.

Sincerely,


Gary E. Johnston
Colonel, U.S. Army
District Engineer

Enclosures



Little Calumet River
Expedited Schedule Funding needs

Fiscal Year	Federal Funding Needs	Non Federal Funding Needs
FY 2005	\$5,000,000	\$1,850,000
FY 2006	\$15,000,000	\$6,300,000
FY 2007	\$8,800,000	\$3,500,000
FY 2008	\$16,200,000	\$600,000
FY 2009	\$10,000,000	\$550,000
FY 2010	\$1,000,000	\$100,000
Total	\$56,000,000	\$12,900,000
*Wetland Mitigation, Recreation and other Miscellaneous work	\$5,000,000	\$725,000

* Part of the project not included in the expedited schedule since it will not impact completing the Levee System and get residents out of the flood plain.

	FY 2005				FY 2006				FY 2007				FY 2008				FY 2009				FY 2010				FY 2011				FY 2012				FY 2013				FY 2014				FY 2015				FY 2016				FY 2017				FY 2018				FY 2019				FY 2020				FY 2021				FY 2022				FY 2023				FY 2024				FY 2025				FY 2026				FY 2027				FY 2028				FY 2029				FY 2030				FY 2031				FY 2032				FY 2033				FY 2034				FY 2035				FY 2036				FY 2037				FY 2038				FY 2039				FY 2040				FY 2041				FY 2042				FY 2043				FY 2044				FY 2045				FY 2046				FY 2047				FY 2048				FY 2049				FY 2050				FY 2051				FY 2052				FY 2053				FY 2054				FY 2055				FY 2056				FY 2057				FY 2058				FY 2059				FY 2060				FY 2061				FY 2062				FY 2063				FY 2064				FY 2065				FY 2066				FY 2067				FY 2068				FY 2069				FY 2070				FY 2071				FY 2072				FY 2073				FY 2074				FY 2075				FY 2076				FY 2077				FY 2078				FY 2079				FY 2080				FY 2081				FY 2082				FY 2083				FY 2084				FY 2085				FY 2086				FY 2087				FY 2088				FY 2089				FY 2090				FY 2091				FY 2092				FY 2093				FY 2094				FY 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Dan I'm responding to your Memo dated June 28, 2005 regarding the Change of review appraisal Process.

As I have informed you on our telephone conversation that this is an activity that has to be done for the project. So as a project cost there is no savings because the LCRBDC is going to perform this task in place of the COE. The only change is that the Commission is funding this activity, and these funds will count as part of your 25% cost share.

Each appraisal's review cost is different because of the different complicity of each appraisal. This is very similar to the different appraisal contract cost Judy Vamos has for different appraisals. I don't have a cost per appraisal because I funded the appraisals effort as an entire effort.

M E M O R A N D U M

TO: Imad Samara, Project Manager

FROM: Dan Gardner, Executive Director

SUBJECT: Change of review appraisal process

DATE: June 28, 2005

This communication is a follow-up to our telephone conversation last week regarding the change in the LCRBDC appraisal review process. Appraisal review was previously a Corps function and is now a Commission contract function.

After my reporting this change at our monthly Commission meeting in June, our commissioners asked me to write you and request that the Corps project charge for appraisal review be reduced for that activity. Could you also provide me a dollar amount of savings from that reduction?

In our conversation, you indicated that the amount previously charged by the Corps for the individual doing the review would vary depending on who the reviewer is. Could you please confirm our conversation and answer my request with a written response? Thank you.

/sjm

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2005 - MAY 31, 2005

CASH POSITION - JANUARY 1, 2005

CHECKING ACCOUNT	
LAND ACQUISITION	120,883.59
GENERAL FUND	34,095.43
TAX FUND	0.00
INVESTMENTS	885,000.00
SAVINGS	224,287.94
ESCROW ACCOUNT INTEREST	1,951.86
	<hr/>
	1,266,218.82

RECEIPTS - JANUARY 1, 2005 - MAY 31, 2005

LEASE RENTS	17,547.90
LEL MONIES (SAVINGS)	
INTEREST INCOME(FROM CHECKING & FIRST NATL)	18,579.66
LAND ACQUISITION	1,619,007.36
ESCROW ACCOUNT INTEREST	3,073.23
MISC. RECEIPTS	20,069.97
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	523.68
TRANSFERRED FROM SAVINGS	165,858.80
PROCEEDS FROM VOIDED CHECKS	
TOTAL RECEIPTS	<hr/>
	1,844,660.60

DISBURSEMENTS - JANUARY 1, 2005 - MAY 31, 2005

ADMINISTRATIVE	
2004 EXPENSES PAID IN 2005	92,289.74
PER DIEM	3,300.00
LEGAL SERVICES	1,473.65
NRPC	33,658.03
TRAVEL & MILEAGE	546.85
PRINTING & ADVERTISING	687.72
BONDS & INSURANCE	6,406.25
TELEPHONE EXPENSE	2,798.47
MEETING EXPENSE	88.90
LAND ACQUISITION	
LEGAL SERVICES	46,388.54
APPRAISAL SERVICES	24,750.00
ENGINEERING SERVICES	16,107.50
LAND PURCHASE CONTRACTUAL	18,400.00
FACILITIES/PROJECT MAINTENANCE SERVICES	
OPERATIONS SERVICES	
LAND MANGEMENT SERVICES	85,352.77
SURVEYING SERVICES	42,800.63
MISCELLANEOUS EXPENSES	
ECONOMIC/MARKETING SOURCES	9,655.00
PROPERTY & STRUCTURE COSTS	1,334,825.00
MOVING ALLOCATION	
TAXES	
PROPERTY & STRUCTURES INSURANCE	
UTILITY RELOCATION SERVICES	4,548.78
LAND CAPITAL IMPROVEMENT	
STRUCTURAL CAPITAL IMPROVEMENTS	
BANK CHARGES MERCANTILE	62.30
PASS THROUGH FOR SAVINGS	61,508.25
PAYBACK TO SAVINGS	104,150.00
TOTAL DISBURSEMENTS	<hr/>
	1,797,508.64

CASH POSITION - MAY 31, 2005

CHECKING ACCOUNT	
LAND ACQUISITION	177,132.70
GENERAL FUND	21,925.05
TAX FUND	0.00
TOTAL FUNDS IN CHECKING ACCOUNT	<hr/>
	199,057.75

BANK ONE SAVINGS ACCOUNT BALANCE	959,728.13
(LAND ACQ IN HOUSE PROJECT FUNDS)	*608,693.61
(O & M MONIES)	**343,564.06

*Note: Original \$700,000 note

**Note: O & M Fund comprised of remaining LEL Money, \$185,000 Interest Money, and \$133,721.49 Marina Sand Money

SAVINGS INTEREST	7,470.46
TOTAL SAVINGS	959,728.13
ESCROW ACCOUNT INTEREST AVAILABLE	<hr/>
	5,025.09
TOTAL OF ALL ACCOUNTS	<hr/>
	1,163,810.97

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, JUNE 2005

	2005							ALLOCATED	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	10,000.00	0.00	0.00	0.00	0.00	0.00	2,850.00	2,850.00	7,150.00
5811 LEGAL EXPENSES	8,500.00	311.83	283.33	283.33	283.33	283.33	283.33	1,728.48	6,771.52
5812 NIRPC SERVICES	130,000.00	10,952.61	11,576.93	11,185.14	11,278.74	11,311.69	11,357.19	67,662.30	62,337.70
5821 TRAVEL/MILEAGE	10,000.00	25.84	6.12	66.43	23.12	48.47	353.60	523.58	9,476.42
5822 PRINTING/ADVERTISING	2,500.00	50.00	36.15	637.72	0.00	0.00	0.00	723.87	1,776.13
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	6,406.25	0.00	0.00	6,406.25	1,593.75
5824 TELEPHONE EXPENSES	5,000.00	0.00	389.73	804.73	422.05	413.39	620.30	2,650.20	2,349.80
5825 MEETING EXPENSES	6,000.00	0.00	0.00	88.90	0.00	0.00	0.00	88.90	5,911.10
5840 PROFESSIONAL SERVICES	600,000.00	60,961.53	44,209.31	67,649.81	47,949.27	29,976.59	41,790.84	292,537.35	307,462.65
5860 PROJECT LAND PURCHASE EXP.	2,337,073.00	0.00	1,200,841.00	127,462.00	346.00	459.31	0.00	1,329,108.31	1,007,964.69
5882 UTILITY RELOCATION EXP.	100,000.00	194.46	129.64	1,955.00	0.00	153.02	0.00	2,432.12	97,567.88
5883 PROJECT LAND CAP. IMPROV.	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
5884 STRUCTURES CAP. IMPROV.	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
5892 PROJECT COSTSHARE/ESC ACCT	472,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	472,500.00
	3,227,073.00	72,496.27	1,257,472.21	210,133.06	66,708.76	42,645.80	57,255.26	1,706,711.36	1,520,361.64

	2005							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	10,000.00							2,850.00	7,150.00
5811 LEGAL EXPENSES	8,500.00							1,728.48	6,771.52
5812 NIRPC SERVICES	130,000.00							67,662.30	62,337.70
5821 TRAVEL/MILEAGE	10,000.00							523.58	9,476.42
5822 PRINTING/ADVERTISING	2,500.00							723.87	1,776.13
5823 BONDS/INSURANCE	8,000.00							6,406.25	1,593.75
5824 TELEPHONE EXPENSES	5,000.00							2,650.20	2,349.80
5825 MEETING EXPENSES	6,000.00							88.90	5,911.10
5840 PROFESSIONAL SERVICES	600,000.00							292,537.35	307,462.65
5860 PROJECT LAND PURCHASE EXP.	2,337,073.00							1,329,108.31	1,007,964.69
5882 UTILITY RELOCATION EXP.	100,000.00							2,432.12	97,567.88
5883 PROJECT LAND CAP. IMPROV.	5,000.00							0.00	5,000.00
5884 STRUCTURES CAP. IMPROV.	5,000.00							0.00	5,000.00
5892 PROJECTCOSTSHARE/ESC ACCT	472,500.00							0.00	472,500.00
	3,227,073.00	0.00	0.00	0.00	0.00	0.00	0.00	1,706,711.36	1,520,361.64

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5801	WILLIAM BILLER	350.00	PER DIEM 1/12/05-6/1/05
5801	ROBERT HUFFMAN	550.00	PER DIEM 1/5/05-6/1/05
5801	ARLENE COLVIN	300.00	PER DIEM 1/12/05-6/1/05
5801	MARK RESHKIN	300.00	PER DIEM 1/12/05-6/1/05
5801	GEORGE CARLSON	300.00	PER DIEM 1/12/05-6/1/05
5801	SAM DIMOPOULOS	200.00	PER DIEM 2/2/05-6/1/05
5801	ROBERT MARSZALEK	250.00	PER DIEM 1/5/05-6/1/05
5801	JOHN MROCZKOWSKI	250.00	PER DIEM 1/12/05-5/17/05
5801	CHARLIE RAY	350.00	PER DIEM 1/24/05-6/1/05
5811	CASALE ,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER FOR MONTH OF MAY 2005
5812	NIRPC	11,357.19	SERVICES PERFORMED MAY 2005
5821	SANDY MORDUS	10.20	MILEAGE 5/31/05-6/20/05
5821	WILLIAM BILLER	25.84	MILEAGE 1/12/05-2/2/05
5821	ROBERT HUFFMAN	115.60	MILEAGE 1/5/05-6/1/05
5821	ARLENE COLVIN	34.68	MILEAGE 1/12/05-6/1/05
5821	MARK RESHKIN	57.12	MILEAGE 1/12/05-6/1/05
5821	SAM DIMOPOULOS	51.68	MILEAGE 2/2/05-6/1/05
5821	ROBERT MARSZALEK	23.80	MILEAGE 1/5/05-5/17/05
5821	CHARLIE RAY	34.68	MILEAGE 1/24/05-6/1/05
5824	AT & T	369.96	BILLING PERIOD 5/16/05-6/13/05(TOTAL BILL 384.71, KRBC 14.75)
5824	VERIZON NORTH	122.45	BILLING PERIOD 5/16/05-6/16/05(TOTAL BILL 239.81, KRBC 112.36)
5824	VERIZON NORTH	127.89	BILLING PERIOD 6/16/05-7/16/05(TOTAL BILL 240.25, KRBC 112.36)
5842	R. W. ARMSTRONG	4,593.00	PROFESSIONAL SERVICES FOR PERIOD ENDED 6/10/05
5843	STEWART TITLE SERVICES OF NORTHWEST	400.00	TITLE WORK FOR DC-1171
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1172
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1173
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1177
5843	STEWART TITLE SERVICES OF NORTHWEST	400.00	TITLE WORK FOR DC-498
5843	STEWART TITLE SERVICES OF NORTHWEST	400.00	TITLE WORK FOR DC-517
5843	STEWART TITLE SERVICES OF NORTHWEST	555.00	TITLE WORK FOR DNR 40
5844	JAMES E POKRAJAC	4,317.30	ENGINEERING SERVICES 5/16/05-5/31/05
5844	JAMES E POKRAJAC	183.94	MAY MILEAGE
5844	JAMES E POKRAJAC	4,210.70	ENGINEERING SERVICES 6/1/05-6/15/05
5844	JUDITH VAMOS	3,068.00	LAND ACQUISITION AGENT SERVICES 5/16/05-5/31/05
5844	JUDITH VAMOS	19.38	MAY MILEAGE
5844	JUDITH VAMOS	3,528.20	LAND ACQUISITION AGENT SERVICES 6/1/05-6/15/05
5844	JUDITH VAMOS	31.28	MILEAGE 6/1/05-6/15/05
5844	LORRAINE KRAY	1,017.60	CREDITING TECHNICIAN/LAND ACQUISITION ASST 5/19/05-5/31/05
5844	LORRAINE KRAY	1,171.20	CREDITING TECHNICIAN/LAND ACQUISITION ASST 6/1/05-6/15/05
5847	GARCIA CONSULTING	2,175.00	PROFESSIONAL SERVICES FOR DC-1183
5847	GARCIA CONSULTING	660.00	PROFESSIONAL SERVICES FOR DC-1182
5847	GARCIA CONSULTING	172.50	PROFESSIONAL SERVICES FOR DC-1181
5847	GARCIA CONSULTING	330.00	PROFESSIONAL SERVICES FOR DC-1177
5847	GARCIA CONSULTING	820.00	PROFESSIONAL SERVICES FOR DC-1174
5847	GARCIA CONSULTING	600.00	PROFESSIONAL SERVICES FOR DC-1173
5847	GARCIA CONSULTING	1,050.00	PROFESSIONAL SERVICES FOR DC-1172
5847	GARCIA CONSULTING	1,930.00	PROFESSIONAL SERVICES FOR DC-1171
5849	CASALE.WOODWARD & BULS LLP	8,702.74	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 6/22/05

TOTAL

57,255.26

12

**APPROVAL TO PAY THE FOLLOWING INVOICES
FROM O&M FUND (LEL MONIES)
JULY 6 , 2005**

-
- **\$13.00 to NIPSCO for costs incurred for elec. & gas at 3120 Gerry Street in Gary**

TOTAL \$ 13.00

Approval to add \$185,000 (interest monies) and \$133,721.49 (sand money) into O&M account given at June 1, 2005 Board meeting

Balance in O&M account after paying this invoice will be \$343,551.06

BUDGET TRANSFER

\$30,000 FROM O&M ACCOUNT INTO ADMINISTRATIVE BUDGET TO COVER PENDING INVOICES (NIRPC April invoice, per diem and mileage claims)

- **\$30,000 will be deducted from the \$185,000 interest monies that were deposited into the O&M account**
- **Balance in the O&M fund will then be \$313,551.06 (after payment of invoices)**

*George
need all
for 6/1/00*



STATE OF INDIANA

Mitchell E. Daniels Jr., Governor

DEPARTMENT OF ADMINISTRATION
Office of the Commissioner

Indiana Government Center South
402 West Washington Street, Room W479
Indianapolis, IN 46204
(317) 232 - 3114

June 13th, 2005

Dear Business Owner,

One of Governor Daniels' first priorities was introducing the Buy Indiana initiative. In Executive Order 05-05, he established a goal for state agencies to procure ninety cents of each dollar from Indiana businesses. In addition, he established the criteria for defining an Indiana business. The order established five (5) guidelines under which a company may qualify as an Indiana business. The order also instructed the Indiana Department of Administration (IDOA) to develop policies and procedures around the Buy Indiana preference. The following information is the policy developed by Indiana Department of Administration (IDOA), the Office of Management and Budget (OMB), and the Indiana Economic Development Corporation (IEDC). The effective date for these changes is July 1st, 2005. Any solicitation issued July 1st and after will follow these procedures to determine if a company qualifies as an Indiana business.

Defining an Indiana Business:

The Executive Order designates an entity as being an Indiana business that meets any one of the five conditions as set out in I.C. 5-22-15-20.5.

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana as defined below.
- (5) A business that has a substantial positive economic impact on Indiana as defined below.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it may submit documentation/justification to the State for additional review and consideration for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or corporate income taxes (DOR); shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it may submit documentation/justification to the State for additional review and consideration for inclusion under this category. If you need assistance in determining if your business qualifies under this criterion,

please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours.

Procurement Methods and Basis for Award:

Bids – will follow the process set forth in statute - I.C. 5-22-15-20.5.

Request for Proposals – will use a revised scoring system for determining the award as follows:

Management Assessment/Quality	30 pts	
Price	25 pts	
Buy Indiana	25 pts	Indiana Company -10 pts Indiana Economic Impact - 15 pts
MWBE Requirement	<u>20 pts</u>	10 pts each for Women and Minority participation
Total	<u>100 pts</u>	

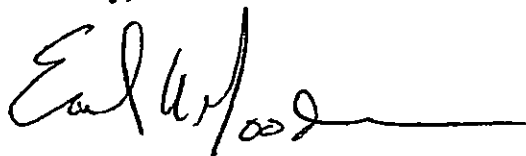
Professional Services – will be awarded using the criteria above.

Beginning June 15th, the immediate next step is for your company to certify its status. If you have previously registered your business with IDOA, please go to www.BuyIndiana.IN.gov and click on the link to update your registration. Click on the tab titled **Buy Indiana**. Please select the appropriate category for your business. You may only select one category. The next step is to certify the selection by clicking the check box next to the certification paragraph. Once this is complete, please save your selection and exit your account.

If you have not previously registered with IDOA, please go to www.BuyIndiana.IN.gov and click on the link to register your business. During the registration process, you will follow the steps outlined in the paragraph above to certify your status.

We are committed to advancing the Governor's plan for revitalizing Indiana's economy. A key component of this endeavor is for state government to invest in and support those firms that have made, and continue to make, significant economic investment in Indiana. Thank you for your support and we encourage you to take this opportunity to become an Indiana Business partner with state government. If you have any questions concerning the policy or the certification process, please contact the Department of Administration at 1-877-77BUYIN (1-877-772-8946).

Sincerely,



Earl A. Goode
Commissioner
Indiana Department of Administration

WORK STUDY SESSION
OPERATION AND MAINTENANCE
July 6, 2005
BOB HUFFMAN, Committee Chairman

1. ✓ A meeting was held with Gary on June 20, 2005 to discuss the final inspection of the four (4) pump stations already completed in Gary.
 - A final inspection needs to be done in all four (4) stations to determine all deficiencies that need to be corrected. This will be incorporated with previously completed diagnostics by AUSTEN ELECTRIC, and the inspection with the Army Corps.
 - Gary cannot do these inspections, nor will they participate in the cost of these inspections on facilities they do not own. LCRBDC will coordinate obtaining a contractor. (It appears LCRBDC owns the underlying property for the Burr Street pump station, but the remaining (3) stations are in the name of the city of Gary or a department of the city of Gary.)
 - R. W. Armstrong will coordinate the inspections and combine that data with previous inspections data to assemble a bid package for advertisement to bring stations to "as-built" condition for acceptance by Gary Stormwater Board for operation & maintenance.
2. O&M agreement drafted for review and discussion for the city of Gary.
3. A memo has been drafted for information at the request of the Commissioners regarding the time sequence of turning over O&M to Gary (refer to handout).

PK/

authorizing KWA
to develop bid package
Phil said
number would be
\$50,000
not to exceed -

Don mentioned
Law working on
O&M agreement

→

WORK STUDY SESSION
LAND MANAGEMENT
JULY 6, 2005
Bob Marszalek, Committee Chairperson

1. Levee Mowings ✓

- Levees will have (2) mowings: First to be completed by July 22, and the second to be completed by October 21. (Refer to handout for breakdown sheet and Page 3 of the attachments to the Land Management Report).
- Action needed to accept using C&H Mowing in the total amount of \$13,799.31 (see attached breakdown sheet).

2. VIEW OUTDOOR ADVERTISING (3 billboards) ✓

- Received letter from VIEW on June 10 transmitting recorded agreements and informing us that structures are ordered and we will be notified when ready to begin construction (see page 1 of attachments of Land Management Report).

BREAKDOWN SHEET

LEEVE MOVING SERVICES - EAST REACH

COMPLETED SEGMENTS - E. LEVEE RR TO MIK

JULY, 2005

(BID INCLUDES APPROX. 60,000 TOTAL LINEAL FEET OF MOVING -
AND 19,308 FEET OF THIS ARE ALONG I-80/44 (MOW UP TO NORTH R/W))

CONTRACTOR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
C & H MOVING, INC.	\$ 805	\$36.10	\$ 713	\$ 598	\$141.97	\$ 198	\$ 192	\$59.44	\$ 274	\$519.30	\$506	\$1058	\$1123.80	\$1445	\$ 13,799.31
COMPTONS MOVING	\$1500	\$1000	\$1500	\$ 500	\$1000	\$3000	\$1500	\$1500	\$1000	\$1500	\$1000	\$3500	\$1500	\$4000	\$24,000
S. SHORE MARINA	FAILED TO SUBMIT A BID														
BOUN ENTERPRISES	FAILED TO SUBMIT A BID														
PRECISION LAWN CARE	FAILED TO SUBMIT A BID														

NOTE: THIS BID INCLUDES (2) FULL MOVINGS - 1ST TO BE COMPLETED BY JULY 22, 2005, AND THE 2ND BY OCTOBER 21, 2005. (FULL MOVING INCLUDES TOP, BOTH SIDE SLOPES, AND ONE PASS ALONG THE TOP).

* WE RECOMMEND USING C & H MOVING, INC. TO DO THIS WORK BASED UPON THEIR SUBMITTING THE LOWEST BID AND UPON THEIR RECORD OF MOVING THE HIGHWAY CORRIDOR FOR ABOUT OVER THE PAST SEVERAL YEARS AND FOR THE LEVEE, OVER THE LAST 4 YEARS.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: July 6, 2005

LOCATION: 6100 Southport Rd, Portage CHAIRMAN: William Biller

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	STEVE ENGER	8248 Hawthorne Dr/MUNSTER, IN 46321
2	Juanita Cray	DNR
3	Celina A. Weatherway	U.S. Senator Richard Lugar
4	Phil Gralik	R.W. Armstrong
5	Elizabeth Johnson	Congressman Pete Vuclosky
6	Imad Samara	USACE
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OPERATION AND MAINTENANCE REPORT

For meeting on Wednesday, July 6, 2005

(Information in this report is based upon latest data provided at the time the report is put together. Dates and costs may vary depending upon ongoing design and/or coordination with the Army Corps.

Report period is from May 26 – June 29, 2005)

O&M Committee (Ongoing issues):

A. Funding to complete O&M obligations.

1. A letter was received from the COE on April 14th, 2004, indicating that FEMA will require that the city of Gary must provide certification that they will provide O&M in compliance with the COE manual prior to FEMA completing their re-mapping of the floodplain.(Ongoing)
 - As part of the City of Gary's request for taking O&M responsibility, they requested that the COE assume responsibility for complying with IDEM requirements for water quality regarding discharges for the Little Calumet River Flood Control Project.
 2. A conference call was held with the Corps, LCRBDC, and representatives for Gary on May 6, 2005 to discuss the status of the closure structure east of Chase Street along the north line of protection.
 - The Corps is finalizing their design in coordination with Gary. (This was one of several items remaining will Gary that needs to be resolved for them to accept O&M responsibility.
 - Jay Niec (Greeley & Hansen) and Jim Pokrajac (LCRBDC) will work together and contact J.F. New to determine what will be required for water quality at the east end of the drainage ditch as part of the Burr Street II – Gary project.
 - **A coordination meeting was held with J.F. New, Greeley & Hansen, and the LCRBDC on May 26, 2005 to discuss and review the Scope of Work for providing design for MS4 issues for Burr Street II – Gary portion.**
 - **A proposal was received on June 7, 2005 by J.F. New for design services in the amount of \$18,250.** 1-2
 3. **The issue of water quality in the drainage ditch south of the NIPSCO R/W between Colfax and Burr St., as part of the Burr Street (betterment levee) – Stage II Gary portion, is an ongoing concern that Gary feels should be addressed as part of the bid package.**
- B. A meeting was held with the city of Gary on June 28, 2004, to discuss land transfers, Corps upgrades on lift stations, and Gary Stormwater Management District O&M.
1. Land transfers (approximately 359 acres) were discussed. LCRBDC passed a resolution at the July 7, 2004 Commission meeting to begin process.
 - **A meeting will be scheduled with the city of Gary to formulate a method to transfer these lands. This will all be part of the process of entering into an interlocal agreement with Gary that is currently ongoing.**

2. Inspections were held with the Corps, LCRBDC, and representatives from Gary as follows:
 1. All four pump stations in Gary were inspected on September 13, 2004 (these included Burr St. North, Grant, Broadway, and Ironwood). Representatives from the Corps, Greeley & Hansen, United Water, and the LCRBDC attended.
 - Costs to correct these deficiencies **will be** obtained to determine total costs to correct. A meeting will be held with Gary when all reports **are combined to get a scope of work.**
 - **A meeting was held with the LCRBDC and Gary on June 20, 2005 to discuss the final inspection, which will be coordinated with Gary. The results of this inspection will be combined with diagnostics from Austgen Electric and results of the pump station inspections with the Corps to comprise a scope of work to advertise for remediation.**
 3. Sluice gates were inspected on September 14 and Sept. 22, 2004 with representatives from the COE, Greeley & Hansen, United Water (provided the compressor), and LCRBDC.
 - Final sluice gate inspections were held on April 14, 2005 and April 21, 2005. The Corps participated on the 14th, but ran out of funds and could not attend on the 21st.
 - When the summarization is completed, it will be forwarded to the Corps.
 4. Levee inspections were held September 24, 28, and 29, 2004.
- C. A letter was sent to the town of Griffith on December 20, 2004 requesting them to take over O&M between the EJ&E RR and Colfax Avenue (Burr Street Betterment-Phase 1)
 1. A meeting needs to be scheduled with Griffith to review their O&M responsibilities. LCRBDC is requesting information from Corps for scope of work.
 2. **A meeting was held on June 30, 2005 at the Griffith Town Hall regarding the process of Griffith being removed from the flood plain.** 3-4
- D. The Army Corps and the USGS proposed to replace current monitoring equipment for river levels, as part of the emergency response plan, and wanted to schedule a conference call to discuss.
 - A conference call was held on May 24, 2005 to discuss how this plan will be implemented.
 - **The Corps put in a request for funding on June 27, 2005. (It is estimated that the cost for Indiana upgrades would be \$77,060).** 5-6

June 7, 2005



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

Re: Design for Ditch 5 drainage between Calhoun and Burr Street

Dear Jim:

708 Roosevelt Road
Walkerton, Indiana 46574
Phone: 574-586-3400
Fax: 574-586-3446

Dustin F. New
Contracts Manager
dnew@jfnew.com

JFNew appreciates the opportunity to work with you on the above referenced project. As we discussed, JFNew is confident we can provide the design requirements to satisfy the needs for both water conveyance and water quality improvement. Our confidence is derived from our experience gained through successfully designing several similar projects.

During our meeting, we discussed several options for JFNew's involvement. These options included straight design and design/build. We believe the design/build option may not be appropriate because this is a relatively small portion of a much larger project. Therefore, we are proposing to provide the necessary design services.

Our proposed design services will include development of plans and specifications for the section of the drainage between Calhoun and Burr Streets as shown on the provided plans. The design will utilize the existing corridor for the drainage way, including the designated beginning and end points and elevations indicated on the plans. Between these two points, we will design a low flow channel that will meander through a series of raised jetties and/or islands. These raised areas will be designed to allow high flows to pass over their top as well. Throughout the drainage area, we will incorporate native plant and erosion control materials suitable for the anticipated conditions. The native plants will provide the long-term stabilization necessary to minimize future maintenance. Additionally, and as appropriate, we will incorporate areas to isolate sediment to maximize the ease of future maintenance.

The plans will be provided to you and the U.S. Army Corps of Engineers (Corps) for review at two critical stages in the design process: 70% and 90%. Following the review, we will make necessary modifications to the design. The 100% will be provided with a set of draft specifications for review and will be suitable for incorporation into the project bid package. Our proposed fee for completing these services is \$18,250.00.

In order to complete the design as efficiently as possible, we will require the current plans in an AutoCAD compatible format. We will also need any existing design calculations or information on the anticipated flow through the channel, including the outlet capacity of the Burr St. pump station.

As we discussed, we will coordinate throughout the design process with you, the Corps, and other stakeholders as necessary. We also understand the need to complete this design in a timely manner in order to maintain the existing project schedule. We look forward to working with you on this project and producing a design that will provide the necessary conveyance while providing water quality benefits and minimizing future maintenance. Please contact me at your earliest convenience if you have any questions or need any additional information.

Sincerely,

Dustin F. New
Contracts Manager



MEMORANDUM

June 20, 2005

TO: Imad Samara
Dan Gardner
→ Jim Pokrajac
Mark Lopez
Mike Gulley
Wayne Govert
George Jerome
Patrick Janke
Jim Reyome

FROM: Dennis A. Zebell, P.E. *DAZ*

RE: Coordination Meeting – River Road Levee Certification

DATE/TIME: Thursday, June 30, 2005, at 10:00 A.M.

PLACE: Griffith Town Hall – Basement Meeting Room

Proposed Agenda:

1. Review current status of LCR Flood Control Project
2. Discuss need for River Road Levee certification
3. Review history of levee construction and IDNR approvals
4. Review FEMA levee certification process and required engineering analyses
5. Review need for current levee survey
6. Discuss required improvements to levee (remove trees, fill as needed, etc.)
7. Review schedule for engineering analyses, survey of levee system and levee improvements
8. Discuss funding for proposed work and responsible entity

DAZ/bsa

c: Bob Schwerd

Sandy Mordus

From: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
To: "Dennis A. Zebell" <dzebell@lawson-fisher.com>; "Jim Pokrajac" <jpokrajac@nirpc.org>; "Dan Gardner" <dgardner@nirpc.org>; "Jim Reyome" <griffithpublicworks@comcast.net>; "Mark Lopez" <Mark.Lopez@mail.house.gov>
Sent: Thursday, June 16, 2005 3:29 PM
Subject: RE: Coordination Meeting - River Road Levee Certification

Per discussion with Dan Gardner the 30th work best for us.

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

From: Dennis A. Zebell [mailto:dzebell@lawson-fisher.com]
Sent: Thursday, June 16, 2005 3:04 PM
To: Samara, Imad LRC; Jim Pokrajac; Dan Gardner; Jim Reyome; Mark Lopez
Subject: Coordination Meeting - River Road Levee Certification

Gentlemen,

We would like to set up a coordination meeting to discuss the requirement to obtain certification of the River Road Levee in Griffith, Indiana from the EJ&E Railroad to the Tie-Back at Cline Avenue. We understand that this is now a critical element of the Little Calumet River Flood Control Project. The meeting would include:

1. Review of the Little Calumet River Flood Control Project requirements in this area and why the need for certification of this levee is now critical.
2. Review the past history of levee construction and permitting approvals already received from the IDNR – Division of Water.
3. Review the FEMA levee certification process and required engineering analyses.
4. Discuss schedule for performing the analyses, survey of the entire levee system and any levee construction work which needs to be completed (such as removal of the trees on the tie-back levee or placement of fill to meet required design elevation if necessary).
5. Determine party responsible for performing the analyses, survey and levee improvements and where the funding will come from.

We are proposing a meeting at the Griffith Town Hall at 10:00 AM on one of the following dates: June 24 (Friday), 27 (Monday), 28 (Tuesday) or 30 (Thursday). Would you please email me back regarding your availability on these dates.

Thank you.

Dennis A. Zebell, P.E.
 Lawson-Fisher Associates P.C.
 525 West Washington Avenue
 South Bend, Indiana 46601
 (574) 234-3167

Sandy Mordus

From: "Ackerson, Rick D LRC" <Rick.D.Ackerson@lrc02.usace.army.mil>
To: <jpokrajac@nirpc.org>
Sent: Monday, June 27, 2005 4:12 PM
Subject: FW: LCRDAN upgrade proposal

Jim,

For your information.

Rick Ackerson

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

From: Davis, Susanne J LRC
Sent: Monday, June 06, 2005 9:35 AM
To: 'Scott E Morlock'
Cc: Ackerson, Rick D LRC
Subject: RE: LCRDAN upgrade proposal

Scott

I've discussed the costs with the PM. We may need to prioritize gages - list FY and next. I'll put a reminder on my outlook to discuss with him next week.

Sue

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

From: Scott E Morlock [mailto:smorlock@usgs.gov]
Sent: Thursday, May 26, 2005 10:24 AM
To: Davis, Susanne J LRC
Cc: Ackerson, Rick D LRC; Gary P Johnson; Phillip G Dennis; James A Stewart; Michael S Rehmel; Paul R Baker; Susan L Ellis; Richard F Duwelius
Subject: LCRDAN upgrade proposal

Sue:

Attached please find a Word file containing a proposal and cost for upgrading the LCRDAN network per our discussions. The Illinois office concurs with the cost information.

(See attached file: lcrdan.upgrade.proposal.may.2005.doc)

Please note that we ended up with a per gage estimate of \$7,000 instead of \$6,000 when I ran the numbers. That is intended to cover equipment only, and the equipment will be purchased through our USGS Hydrologic

S

6/28/2005

Instrumentation Facility (HIF). If we buy from HIF the USGS assessments are quite a bit less than if we were to go open market, plus HIF tests equipment that they sell.

Also, I did include \$\$ for work on the email/text messaging programs. We do have a successful program here, but it is only for a single stage threshold exceedence so we would probably need to do some fairly extensive modification to accomodate the needs of your project.

If this is approved, we could start ordering equipment once we got the appropriate MIPRs. In that case I'd suggest you add the proposal amount to the usual O&M amount in separate MIPRS to Illinois and Indiana. The proposal is broken down into the amounts for IL and IN. For IN, for example, the upgrade would be \$57,060 and the outstanding MIPR for O&M of the IN side of the network this FY is \$20,000 -- so the MIPR for IN would be \$77,060.

Please let us know if you have questions or need further information. I'll be out of the office from May 31 -- June 10, but I'm sure Jim Stewart or Gary Johnson could answer your questions or get ahold of me. Susan Ellis, our AO (I've cc'd) her could answer questions regarding MIPRs.

Thanks and take care.

Scott

Scott Morlock
Chief, Hydrologic Data Section
USGS Indiana Water Science Center
5957 Lakeside Boulevard
Indianapolis, IN 46278
317-290-3333 ext. 153
Fax 317-290-3313
<http://in.water.usgs.gov>

6

6/28/2005

LAND MANAGEMENT REPORT

For meeting on Wednesday, July 6, 2005

(Information in this report is based upon latest data provided at the time the report is put together. Dates and costs may vary depending upon ongoing design and/or coordination with the Army Corps.

Report period is from May 26 – June 29, 2005)

A. 3120 GERRY STREET (RENTAL HOUSE):

- One bid was received in the amount of \$7,502.00
- Being that the bid on the house was less than 90% of the appraisal, the sale needs to be approved by the Governor. Package sent to Dept. of Administration for coordination on November 16, 2004.
- Package went to the Governor's office on December 20th, 2004.
- K&S Testing completed the environmental site assessment report on May 11, 2005. This was forwarded to LCRBDC attorney with directions to proceed.
- Governor's Office requested additional information and our Attorney's office has provided all information they required, the last of which was the environmental assessment report, which was sent on May 12, 2005.

B. BILLBOARDS:

- **LCRBDC received a letter from VIEW OUTDOOR ADVERTISING on June 10 indicating the structures have been ordered and they will notify us when they are ready to begin construction.**

C. Coordination of property use of 30 acres of land east of Clay Street (in Lake Station) and north of Burns Ditch.

- A meeting was held with the Land Management Committee and several Commissioners on March 8 to discuss potential coordination with LEL to use this land for wetland banking.
- The Commissioners suggested that staff put together a package whereby we will solicit for bids.
- LEL would need to relinquish their rights in the License Agreement for us to proceed.

D. Received a copy of a letter from the Lake County Highway Dept. to the Detroit Corps indicating the "Declaration of Restriction on Land Use for Wetland Mitigation" for the Burr Street bridge has been recorded.

- This fulfills all necessary requirements for the land donated by the LCRBDC to Lake County for this project.

E. LCRBDC advertised for (2) full mowings of the levees on June 23, 2005. Bids due July 1. First mowing to be completed by July 22; second mowing by October 21.

View

Outdoor Advertising

June 10, 2005

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

Re: IN-120, IN-115, IN-116

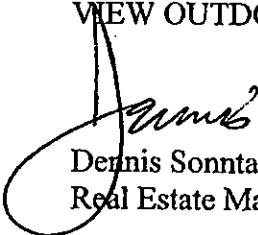
Dear Mr. Pokrajac,

Enclosed please find a fully executed copy of the License Agreement and Recorded Memorandum of Sign Location License Agreement for IN-120, IN-115, and IN-116. We will notify you when we are ready to begin construction. The structures have been ordered.

If you have any questions, please feel free to contact me personally. I look forward to a long and mutually beneficial relationship.

Sincerely,

VIEW OUTDOOR ADVERTISING LLC



Dennis Sonntag
Real Estate Manager



Duane A. Alverson, P.E.
Engineer



Lake County Highway Department

1100 E. Monitor Street
Crown Point, Indiana 46307
Phones: 219-663-0525
219-374-5608
219-769-4247
Fax: 219-662-0497

June 20, 2005

Department of the Army
Detroit District, Corps of Engineers
Box 1027
Detroit, Michigan 78321-1027

ATTN: Mary C. Anderson

RE: Engineering & Technical Services
Regulatory Office
File No.92-075-012-1
Lake County Bridge #218, Burr Street over the Little Calumet River

Dear Ms. Anderson:

Please find enclosed a copy of the recorded Declaration of Restriction on Land-Use for the wet land mitigation area for the replacement of Lake County Bridge #218, Burr Street over the Little Calumet River.

The Declaration of Restriction was approved by the Lake County Board of Commissioners and the Little Calumet River Basin Development Commission. The Declaration has also been filed with the Lake County Auditor and Recorded by the Lake County Recorder.

Hopefully this fulfills all the requirements for the Wetland Mitigation area constructed as part of the replacement for Lake County Bridge #218, Burr Street over the Little Calumet River.

If you have any questions, do not hesitate to call.

Sincerely,

Duane A. Alverson
Engineer

DAA/daa

c: Marcus Malczewski, Superintendent
Jill Stochel, Assistant Superintendent
Rich Combs, Assistant Engineer
James Pokrajac, LCRBDC
Scott A. Namestnik, J.F. New

2





Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

June 23, 2005

WILLIAM BILLER, Chairman
Governor's Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

RENE COLVIN, Treasurer
Mayor of Gary's
Appointment

R. MARK RESHKIN, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor's of Hammond
Appointment

TEVE DAVIS
Dept. of Natural Resources
Appointment

AM DIMOPOULOS
Lake County Commissioners'
Appointment

ROBERT MARSALEK
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

HARLIE RAY
Porter County Commissioners'
Appointment

VACANCY
Governor's Appointment

JAN GARDNER
Executive Director

JO CASALE
Attorney

Mr. Ron Bales
BOLIN ENTERPRISES, INC.
P. O. Box 70
Casey, Illinois 62420

Mr. David Zak
SOUTH SHORE MARINA, INC.
1700 Marine Street
Portage, Indiana 46368

Mr. John Kelly Hall
C&H MOWING, INC.
918 South 250 West
Hebron, Indiana 46341

Mr. Jerry Holcomb
PRECISION LAWN CARE AND LANDSCAPING
3101 Broadway
Gary, Indiana 46409

Mr. Jeff Compton
COMPTON MOWING SERVICE
7440 South 100 East
Star City, Indiana 46985

Dear Dave:

Enclosed is a location map showing the areas we propose to have mowed as part of our flood control project for the Little Calumet River. We estimate approximately 60,000 linear feet of mowing on both levee side slopes, including one pass adjacent to the toe where allowable (collector ditches do not need to be mowed). We estimate that approximately 19,328 linear feet will require mowing along I-80/94 from Chase Street to MLK Drive, which will include mowing up to the I-80/94 R/W fence. The bid shall be the combined cost of (2) mowings. The first to be completed by July 22, 2005, and the second to be completed by October 21, 2005.

Also enclosed is a general information and specification sheet and a bid form. Please fill out the bid form indicating the cost per section as noted along with total base bid that will be used to evaluate this proposal. This request is part of our solicitation for bids as required by the Development Commission and will be evaluated based upon the lowest total base bid and job experience.

Please submit this bid back to me no later than **2:00 p.m. Friday, July 1, 2005** and submit it to:

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

If you have any questions regarding this proposal, please call me at the above number. If you need to do a site visit or need access to this property, please contact me in advance in order that I may provide you a key to enter these areas.

Sincerely

James E. Pokrajac, Agent
Land Management/Engineering

/encl.

PROJECT ENGINEERING MONTHLY STATUS REPORT

For meeting on Wednesday, July 6, 2005

(Information in this report is based upon latest data provided at the time the report is put together. Dates and costs may vary depending upon ongoing design and/or coordination with the Army Corps)

Report period is from May 26 – June 29, 2005

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. Project completed in September, 1998.
Rausch Construction – Contract price: \$3,288, 102

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

1. Project completed in December, 1998.
WEBB Construction – Contract price: \$3,915,178

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

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

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

1. Project completed in November, 2004.
Dyer Construction – Contract price: \$4,285,345

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

1. Contract award date – June 30, 2004
2. Notice to proceed – July 29, 2004 (430 days to complete)
3. Bids were opened on June 30 and the low bidder was ECO SYSTEMS, INC.
 - 104 acres included in bid – 100 to be herbicided, remaining 4 acres are ditches.
 - First seeding is scheduled to be done in the Fall of 2005.
4. **Received construction status report from the Corps on June 29, 2005.**
 - Environmental protection plan approved, with minor changes, storm water pollution prevention plan approved by DNR, reviewing tree planting before herbiciding.

STAGE III Drainage Remediation:

1. **Project completed on June 23, 2005.**
 - A. **Dyer Construction – Contractor**
 - B. **Final Inspection – June 23, 2005**
 - A memo was received from Greeley & Hansen (Eric Tonk) on June 27, 2005, with a summarization of the inspections. Pumps operated as installed and minor items remained which will be remediated.
 - C. **Project money status:**
 - Original contract estimate - \$1,695,822
 - Original contract amount - \$1,231,845
 - Current contract amount - \$1,625,057
 - Amount overrun - \$70,765 (4%)
 - D. **Received Corps monthly construction status report on June 29, 2005.**

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. The only item needed to be completed is to assure turf growth in all areas.
 - Current plantings are for erosion control that will give way to native grasses. Native grasses weren't planned on this contract, but will be needed to be included in an upcoming contract.
 - LCRBDC has a concern with sloughing in the concrete ditch bottom between Colfax and Calhoun.
 - We received a response from the Corps on January 7, 2003, addressing vegetation.
 - **Currently, the entire concrete ditch bottom is filled with silt and dirt and has cattails growing. Neighbors have complained and LCRBDC is getting a cost to clean.**

- A letter will be sent to the COE requesting their participation for a design modification to prevent this sloughing from re-occurring.

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

1. Project completed in November, 1998.
Dyer Construction – Contract price: \$3,329,464

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. Project completed in July, 2001.
Dyer Construction. – Contract price: \$2,228,652

STATUS (Betterment Levee – Phase 2 – Gary) Colfax to Burr St.

1. This portion of construction will be advertised, paid for, and coordinated by the City of Gary. The Army Corps will oversee the construction to assure compliance with federal specifications.
2. The issue of water quality in the drainage ditch, south of the NIPSCO R/W, between Colfax and Burr St., as part of the Burr St. (betterment) levee – Stage II – Gary, is an ongoing concern that Gary feels should be addressed as part of the bid package.
 - Jay Niec (Greeley & Hansen) and Jim Pokrajac (LCRBDC) will work together and contact J.F. New to determine what will be required for water quality at the east end of the drainage ditch as part of the Burr Street II - Gary project.
 - A meeting was held with J.F. New, LCRBDC, and Greeley & Hansen on May 26
 - A proposal was received from J.F. New on June 7, 2005, in the amount of \$18,250, which would provide for them to modify the Army Corps plans to include provisions for water quality to be in compliance with regulations. 5-6
3. A meeting was held with the Corps, LCRBDC, and Jim Meyer (GSD attorney) on March 23, 2004, to discuss their portion of this project, funding, project management, and coordination.
 - Gary will contribute \$1.4 million toward this portion of construction.
 - The scope of work will be reviewed by the Corps to reduce their estimate of \$1.8 million to allow Gary appropriate budget.

STATUS (Betterment Levee – Phase 2 - LCRBDC) North of the NSRR, East of Burr St., and ½ mile East, back South over RR approx. 1400

1. This portion of construction will be advertised, coordinated, and facilitated by the Corps and LCRBDC as a project cost.
2. The Corps provided a current schedule for West Reach and betterment contracts at the June 14, 2005 Real Estate meeting.
 - The schedule shows an October, 2005 construction start and a November, 2006 construction completion. 7
3. A letter was sent to the NSRR (Dave Orrison) on November 12, 2004 along with the current cross-sectional and plan view drawings of our impacts to the railroad. A field meeting will be scheduled to review and discuss. (No response as of June 29, 2005. Legals, appraisals, and easement agreements were sent to the NSRR on June 6, 2005. Refer to Land Acq. Report.)

STATUS (Stage V Phase 1) Wicker Park Manor:

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

STATUS (Stage V Phase 2) Kennedy Avenue to Northcote: (This segment is separated into two (2) segments for preliminary coordination only):

Note:

- The COE provided a current schedule for West Reach and betterment contracts at the June 14, 2005 Real Estate meeting.
- The current schedule projects a May, 2007 construction start and a November, 2008 completion.

A. Stage V-2A (Kennedy Avenue to the NSRR)

1. LCRBDC received an e-mail from Siavash Beik to the COE dated January 4, 2005 regarding the Scheduling of our upcoming West Reach projects, and LCRBDC commitment to obtaining necessary real estate.
 - LCRBDC received a letter from Christopher Burke (Siavash Beik) sent to Hammond on January 21, 2005 indicating that Hammond could come out of the floodplain east of the NSRR when all construction is completed to Cline Avenue.
2. LCRBDC received modified design drawings from the Corps on May 11, 2005. (Refer to Item #5 of May 11, 2005 letter to the Corps.
 - A. Modified design will eliminate the use of a concrete "T" wall which would require pipeline sleeving and accordingly, should save on utility re-location costs.
 - Sheet piling and bridging will be used which would minimize construction impacts to the pipes.
 - B. Letters are being sent to each of the pipeline companies requesting their comments, engineering review, easement agreement with NIPSCO, and cost information.
 - A letter was sent to Buckeye Partners (four pipelines) on June 20, 2005.
 - A letter was sent to Conoco Phillips Pipeline on June 2, 2005, regarding (2) 8" pipelines West of the NSRR, and to update a cost estimate (dated November 6, 1996) for (2) directional bores.
 - A letter was sent to NIPSCO on June 2, 2005, upcoming construction on both sides of the river on their right-of-way and requesting input on their (3) pipelines.
3. A letter was sent to the NSRR on April 4th, 2005, requesting a letter on what their position is regarding an "at-grade" crossing over their tracks West of Kennedy Avenue. (No response as of June 29th, 2005).

B. Stage V-2B (NSRR to Northcote Avenue)

1. INDOT drainage issues at Indianapolis Blvd. and the Little Calumet River.
 - A. LCRBDC received an e-mail from United Engineering (INDOT consultant) on May 19 questioning our current schedule and requesting cost and design information
 - In a conversation with United Engineering on June 15th, 2005, there is a possibility that INDOT may be able to make some funds available for V-2 to help LCRBDC expedite this portion in order that they could schedule their segment of construction in this area.

- LCRBDC discussed the possibility of modifying design west of the NSRR by using the "sheet pile & bridging" technique to eliminate the \$450,000 directional bores for (2) 8" pipelines.
- **A letter & design were sent to Phillips Pipeline on June 2, 2005.**
- Army Corps would like to complete all of the original V-2 as one contract.

10

STATUS (Stage V Phase 3) Woodmar Country Club:

1. Refer to Land Acquisition report for status of appraisal.
 - The current schedule shows a September 2006 acquisition deadline. The schedule shows a February, 2009 construction start.
 - **The Corps provided a current schedule for West Reach and betterment contracts at the June 14, 2005 Real Estate meeting.**
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. In June 2004, it was discussed with the COE, Woodmar, and LCRBDC that Woodmar might be able to come out of the floodplain if they provided their own tie back levees along Indianapolis Blvd. on the east and Northcote on the west, northward to tie into the I-80/94 embankment.

7

STATUS Stage VI-1 (South) South of the river – Kennedy to Liabe

1. Illinois Constructors Corporation was awarded the contract on September 30, 2004.
 - COE estimate (without profit) - \$6,141,815.00
 - Low bid (awarded amount) - \$6,503,093.70 (Awarded September 30, 2004)
 - 700 days to complete from contractor receiving his "Notice to Proceed" (November 4, 2004)
2. Received monthly construction status report from the Corps on June 29, 2005.
3. The Town of Highland issued a memo on June 18, 2005, to Illinois Constructors requesting they obey speed limits and keep roads clean.
4. Received modification to contract #3 on June 2, 2005, requesting \$500,000 additional money for continued contract finding.

18
19

20-21

STATUS (Stage VI – Phase 1-North) Cline to Kennedy – North of the river

1. We received a modified schedule from the COE at the June 14, 2005 Real Estate meeting, indicating a contract award date of July 2005, with a construction completion date of March, 2007.
2. A coordination meeting was held on August 25, 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 the existing bridge deck.
 - COE agreed we could accept the cost for the incremental difference for a 10' cantilevered recreational trail, include the concrete closure slabs, engineering costs, and minor clay work. This will be facilitated after the final COE design is completed and incorporated into their plans for bid.
 - An interlocal agreement will need to be signed between the COE, Lake Co. Hwy., and the LCRBDC. (Needs to be facilitated.)

7

- LCRBDC received an e-mail from Lake Co. Highway on December 21st, 2004, with their schedule for construction. Let bid in January 2006, start construction in April, 2006.

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

1. Rani Engineering was awarded the A/E contract by the COE in January 2000. They are out of St. Paul, Minnesota.)
2. The ROE was signed on April 15, 2005. This project was advertised in early May, with a bid due date of May 20, 2005. (This date was extended to **July 6, 2005**). It is currently scheduled to be awarded in **July**, with an anticipated construction start in the Fall, 2005. **It is scheduled to be completed in March of 2007.** 22
 - **The COE provided a current schedule for West Reach and betterment contracts at the June 14, 2005 Real Estate meeting.** 7
3. NIPSCO submitted a cost estimate to the LCRBDC in the amount of \$75,000 to provide sleeves for their three pipelines.
 - LCRBDC sent a letter to the COE to review on March 17. (COE concurrence assures LCRBDC credit). Ongoing.
 - LCRBDC sent a letter to the COE on April 27 requesting a cost substantiation review for \$19,773 to install a pole and down guys west of the Cline Avenue frontage road.

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 provided a current schedule for West Reach and betterment contracts at the June 14th, 2005 Real Estate meeting.** 7
 - **The schedule shows a June, 2008 construction start and a July, 2009 Completion.**

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.)
3. A letter was sent to the Corps by Congressman Visclosky's office indicating they want a December 2009 construction completion date for the project.
4. **The COE provided a current schedule for West Reach and betterment contracts at the June 14th, 2005 Real Estate meeting.** 7

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 has been completed as part of the Stage III remediation project. (See Stage III remediation in this report for details.) **Pump station final inspection was held on June 23, 2005, and was found to be satisfactory.** 3

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

1. Bids were opened on September 17, 2002, and Renewable Resources, Inc. (from Barnesville, Georgia) is the successful bidder.
 - The current contract amount is \$1,341,940.96
 - Amount overrun - \$420,838 (above their bid). This is approx. a 46% overrun.
2. A final inspection was held on both sites on May 12, 2004, with the Corps, LCRBDC, project A/E, and Renewable Resources.
 - A summarization of the inspection was received by the LCRBDC on June 4, 2004.
3. Received monthly construction status report from the Corps on April 25, 2005.
4. The 24 month monitoring period began on May 15, 2004 (Cost - \$3,000/month)
5. **Received a modification to contract #12 in the amount of \$3,000 for continued contract funding.** 23-24

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 August 26, 2004)
 - Current contract amount - \$4,974,280.67
 - Original contract amount - \$4,638,400
 - Amount overrun – \$335,880 (7.2%)
3. The COE sent Overstreet a cure letter on October 19, 2004 due to lack of progress.
4. Project currently on hold – Refer to construction status report.
5. **Received Corps monthly construction status report on June 29, 2005.** 25
 - Refer to this Report for status on all four (4) stations and the status of the "termination of contract".

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. Project completed in September 2001.
Thieneman Construction – Contract price: \$2,120,730

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
 - Current contract amount - \$2,501,776
 - Original contract amount- \$2,387,500
 - Amount overrun - \$114,276 (4.8%)
 - Project is currently 99% completed
2. LCRBDC received a copy of the pre-inspection punch list from Highland on February 2, 2004. (Dated January 29, 2004.)

General

1. INDOT coordination for Grant St. & Broadway interchanges with I-80/94.
 - A. INDOT sent a letter to the COE on April 15th, 2004, indicating they worked out an agreement with the COE whereby flood control features will be included in their contract

at no cost to the Corps, which could be credited to the LCRBDC for that portion constructed for the flood control of the Little Calumet River.

- LCRBDC is awaiting a letter from the Corps indicating that all of the flood control related features done as part of the INDOT construction will be creditable to the LCRBDC. (Ongoing as of May 22, 2005)
- LCRBDC had a call with INDOT on March 17 whereby INDOT projected a potential cost of approx. \$650,000 at the interchanges for flood protection related features. (This would be creditable).
- **LCRBDC sent a letter to INDOT on June 20, 2005, requesting that their contractor set aside pertinent data involving any features related to our flood control project in order to make our request for credit an easier process.**

26-28

2. Scheduling

- A letter was written by Congressman Visclosky on March 30, 2005 indicating he wanted all construction completed by December 2009.
- LCRBDC worked out a schedule and funding requirements with the Army Corps, to meet the December 2009 deadline from the Congressman and submitted it, for review, to the Corps on May 24. A meeting was held in Chicago to discuss and modify this.
- A meeting was held with the Corps and the Congressman's office to discuss this on May 25, 2005.

CONTRACT NO.: W912P6-04-C-0003
 CONTRACTOR: Eubanks & Associates, Incorporated of Glenview, IL
 DESCRIPTION: Little Calumet River Landscaping, Phase 2

TS-C-S
 Anderson
 Druzicki
 Rundzaitis

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Jun-04	648,995.25
NTP DATE/CURRENT CONTRACT AMOUNT: Mods	29-Jul-04	648,995.25
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	2-Oct-05	430
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	2-Oct-05	430
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	2-Oct-05	0

ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No.	0.00
B. Estimated Earnings thru end of reporting period	0.00
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
TOTAL ESTIMATED PROGRESS (A+B+C)	0.00

D. Work Paid for but not in Place (Materials in Storage)	0.00
--	------

TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)	0.00
--	------

E. Potential Termination Costs (% of Remaining Costs){If Applicable}	0.00
--	------

FINANCIAL PROGRESS - (A+B+C+D-E)	0.00
----------------------------------	------

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod.	No Mods Issued	648,995.25
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications		0.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)		648,995.25

FUNDS OBLIGATED FOR PAYMENT: thru Modification	No Mods Issued	20,000.00
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	0.00%
---	-------

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	0.00%
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ESTIMATE EARNINGS FOR FY vs FUNDS AVAILABLE	0.00
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PROJECT STATUS/MAJOR ISSUES:

Meeting held with Eubanks to discuss lack of progress to date. Reviewed what is necessary to start construction.
 Eubanks completing submittals to begin herbiciding in July.
 Will try to have Eubanks purchase trees (pay under stored materials) to maximize FY05 expenditures.
 Mod will have to be processed to allow for planting of plugs in spring 2006. This would have had to be done in fall 2005 under existing contract which would not have given plugs a good survival rate.

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Spike Peller" <spike@garysan.com>; <willette@garysan.com>; "Dwain Bowie (E-mail)" <dwain.bowie@unitedwater.com>
Cc: "Smales, Donald" <dsmales@greeley-hansen.com>; <Robert.A.Craib@lrc02.usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Sent: Friday, June 10, 2005 3:32 PM
Subject: Stage III Remediation Final Inspection

I received an e-mail from the Army Corps on June 9 indicating a final inspection will be held with the Army Corps, Dyer Construction, and the LCRBDC on **June 23, 2005 at 9:00 a.m.** at the drain tile pump station, which is located approximately 1/4 mile west of Grant Street in line with 32nd Avenue.

We would request that you have appropriate representatives for the city of Gary attend this inspection. The scope of the inspection is to check the operation and installation of this station as well as the lift station located adjacent to Marshalltown. The Army Corps indicated that the work, and the previous punch list, have been completed and it is their intent to complete this inspection, which will relieve the contractor of any further obligations. Materials will be turned over to the LCRBDC, which would include spare parts, manuals, and "as-built" drawings. As part of our ongoing coordination with Gary to accept for the operation & maintenance of this project, this material will eventually be turned over to the appropriate representatives for Gary at the time an agreement is signed. The Army Corps also indicated to me that a startup of these pump stations was done on July 20, 2004 and no problems were noted at that point in time. It was also indicated to me that there were representatives from the city of Gary at this startup.

Please make arrangements to have the appropriate representatives for the city of Gary attend this final inspection. If you have any questions regarding this request, please let me know.

James I. Pokrajac, Agent
Engineering/Land Management
Little Calumet River Basin
Development Commission
Phone 219/763-0696
Fax 219/762-1653
jpokrajac@nirpc.org

**GREELEY AND HANSEN**

MEMO

Date: June 27, 2005
To: Spike Peller, GSD Director
C:
From: Eric Tonk
Subject: Inspection of the LCR Levee Grant Street Tile and Marshall Town Lift Stations

Per the request of the Gary Sanitary District, Greeley and Hansen LLC has attended the inspection of the Grant Street Tile Lift Station and the Marshall Town Lift Station with the Little Calumet River Basin Development Commission, the US Army Corp of Engineers, and Dyer Construction. These inspections were conducted on June 23, 2005.

Grant Street Tile Lift Station

Upon arrival of this station, it was determined that there was not enough water in the wet well to cycle the pump automatically. This station consists of two main submersible pumps, and in order to see the pumps cycle through their operations, it would take several minutes of operating time, and due to the dry weather, insufficient water was available. This station has hour meters installed for each pump, and the No. 1 Pump had 661 hours of operation time, while the No. 2 Pump had 632 hours. This indicates that the pumps are cycling properly. Both pumps were operated in hand for about five seconds each, and both operated properly, without any excessive noise or vibration. The effluent "Duck Bill" gates were in poor condition, and are in need of replacement. The US ACOE recognized this, and indicated they are to be replaced by flap gates. The Sump Pump was also operated in hand at this station, and it operated properly as well. A sluice gate has been installed to the wet well of the station, but it was not operated. The US ACOE and Dyer Construction both indicated that this influent sluice gate was just exercised last month.

Marshall Town Lift Station

Upon arrival of this station, it was determined that there was not enough water in the wet well to cycle the pumps automatically. This station consists of two main submersible pumps, and in order to see the pumps cycle through their operations, it would take several minutes of operating time, and due to the dry weather, insufficient water was available. The hour readings for the No. 1 Pump indicated 212 hours of operation time, and the No. 2 Pump hour reading indicated 182 hours of operation time. These hour readings indicate that the pumps are cycling properly. Both pumps were operated in hand for about 2 seconds each due to the lack of water, and both appeared to operate fine without any excessive noise or vibration. The effluent "Duck Bill" gates were in good condition, and sealed after the pump was turned off. The Sump Pump was also operated in hand at this station, and it operated properly as well.

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

TS-C-S
 Anderson
 G. Anderson
 Craib

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	29-Sep-02	1,231,848.50
NTP DATE/CURRENT CONTRACT AMOUNT: Mods A00009 Thru P00006	14-Nov-02	1,625,056.81
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	9-Nov-03	360
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	15-Jun-05	944
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	15-Jun-05	0

ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No. 13	1,605,886.24
B. Estimated Earnings thru end of reporting period	23,314.82
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
TOTAL ESTIMATED PROGRESS (A+B+C)	1,629,201.06
D. Work Paid for but not in Place (Materials in Storage)	0.00

TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D) 1,629,201.06

E. Potential Termination Costs (% of Remaining Costs){If Applicable} 0.00

FINANCIAL PROGRESS - (A+B+C+D-E) 1,629,201.06

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod. A00009 Thru P00006	1,625,056.81
G. Current Value of Overruns/Underruns (+/-)	4,144.25
H. Directed, Pending Modifications	0.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)	1,629,201.06

FUNDS OBLIGATED FOR PAYMENT: thru Modification A00009 Thru P00006 1,625,056.81

ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H) 100.00%

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart) 100.00%

ESTIMATE EARNINGS FOR FY vs FUNDS AVAILABLE 1,371,699.85

PROJECT STATUS/MAJOR ISSUES:

- Two sluice gates approximately 1/2 mile west of the drain tile pump station have been closed by LCRBDC. These gates will need to be re-opened by LCRBDC which was confirmed during the final inspection on June 23, 2005.
- A prefinal inspection was held on May 17, 2005, and a punchlist was developed.
- The Final Inspection was completed on June 23, 2005 - no punch list items were identified.
- Red-line As-Built's provided by Dyer contained drawings that were missing some printed information. It is believed to be a Microstation issue we are working to resolve.

June 7, 2005



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

Re: Design for Ditch 5 drainage between Calhoun and Burr Street

Dear Jim:

JFNew appreciates the opportunity to work with you on the above referenced project. As we discussed, JFNew is confident we can provide the design requirements to satisfy the needs for both water conveyance and water quality improvement. Our confidence is derived from our experience gained through successfully designing several similar projects.

During our meeting, we discussed several options for JFNew's involvement. These options included straight design and design/build. We believe the design/build option may not be appropriate because this is a relatively small portion of a much larger project. Therefore, we are proposing to provide the necessary design services.

Our proposed design services will include development of plans and specifications for the section of the drainage between Calhoun and Burr Streets as shown on the provided plans. The design will utilize the existing corridor for the drainage way, including the designated beginning and end points and elevations indicated on the plans. Between these two points, we will design a low flow channel that will meander through a series of raised jetties and/or islands. These raised areas will be designed to allow high flows to pass over their top as well. Throughout the drainage area, we will incorporate native plant and erosion control materials suitable for the anticipated conditions. The native plants will provide the long-term stabilization necessary to minimize future maintenance. Additionally, and as appropriate, we will incorporate areas to isolate sediment to maximize the ease of future maintenance.

The plans will be provided to you and the U.S. Army Corps of Engineers (Corps) for review at two critical stages in the design process: 70% and 90%. Following the review, we will make necessary modifications to the design. The 100% will be provided with a set of draft specifications for review and will be suitable for incorporation into the project bid package. Our proposed fee for completing these services is \$18,250.00.

708 Roosevelt Road
Walkerton, Indiana 46574
Phone: 574-586-3400
Fax: 574-586-3446

Dustin F. New
Contracts Manager
dnew@jfnew.com

In order to complete the design as efficiently as possible, we will require the current plans in an AutoCAD compatible format. We will also need any existing design calculations or information on the anticipated flow through the channel, including the outlet capacity of the Burr St. pump station.

As we discussed, we will coordinate throughout the design process with you, the Corps, and other stakeholders as necessary. We also understand the need to complete this design in a timely manner in order to maintain the existing project schedule. We look forward to working with you on this project and producing a design that will provide the necessary conveyance while providing water quality benefits and minimizing future maintenance. Please contact me at your earliest convenience if you have any questions or need any additional information.

Sincerely,

Dustin F. New
Contracts Manager

[illegible]



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman
Governor's Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

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Dept. of Natural Resources Appointment

SAM DIMOPOULOS
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ROBERT MARSZALEK
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CHARLIE RAY
Porter County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

June 20, 2005

Mr. Don Samala
BUCKEYE PARTNERS
5002 Buckeye Road
Emmaus, Pennsylvania 18049

Dear Mr. Samala:

Approximately nine years ago, Stanley Consultants was contracted out by the Army Corps of Engineers to do the engineering for the Stage V Phase 2 construction segment (Kennedy Avenue to Northcote in Hammond and Highland). Part of their task was to coordinate utility agreements with the pipelines on the NIPSCO right-of-way located approximately ¼ mile west of Kennedy Avenue, south of I-80/94. According to our records, it appears there are 14 pipelines that are currently owned and/or operated by six different owners on this right-of-way. I have enclosed, for your information, a copy of the survey indicating the location and elevation of the pipelines. It appears Buckeye Partners has a 10" line; and through recent acquisitions, they have also acquired (2) 8" pipelines from Transmontaigne, and a 14" line from Equilon or Shell Chevron, all of which are located on this NIPSCO R/W. Our line of protection will be along both sides of the river and accordingly, will impact each of these pipelines twice. The original Army Corps design was to construct a concrete "T-wall" whereby these pipelines would be sleeved through and sealed as we have done in the past. I have also enclosed two sets of the modified design recently provided by the Army Corps showing that we are proposing to install sheet piling and will use a "bridging" technique over the pipelines, whereby no sleeving would be required.

Recently, we have been directed by Congressman Visclosky to expedite the completion of the Little Calumet River Flood Control project by December 2009. The current Army Corps schedule is to have all the real estate and utility agreements for this segment no later than April of 2007. The Army Corps would advertise this project shortly thereafter and we would anticipate the award of a contract in July of 2007 with a construction start in the fall of 2007. This schedule allows time for condemnations, which could be resolved in a shorter time frame. This stage and phase are critical and will allow us to move westward with our line of protection to the Illinois

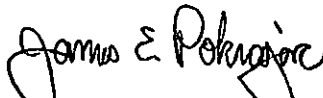
Mr. Don Samala
June 20, 2005
Page 2

state line. I request that you review the enclosed engineering design and submit your comments to me no later than July 8. If there are costs involved, will you please provide me an explanation of these charges and a detailed breakdown of what these costs would be.

It appears that your pipelines on this right-of-way would have subordinated agreements with NIPSCO. If you have a copy of this agreement, would you also send me a copy. It is part of what is required by the Army corps of Engineers for us to enter into an agreement with you. Will you also review the enclosed drawing for accuracy and let me know if our information of size and ownership is correct. This data for depth and location are based upon GPS data shot on the exposed pipelines in 2001. Upon receipt of information from all of the pipelines, we intend to have a coordination meeting with the Army Corps of Engineers to finalize the design.

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

Sincerely,



James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.
cc:

Al Kosior, Buckeye
Mark Pasyk, NIPSCO
Imad Samara, Project Manager, ACOE
Eric Sampson, ACOE
William Biller, Chairman, LCRBDC
Bob Huffman, LCRBDC Engineering



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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E-mail: littlecal@nirpc.org

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CHARLIE RAY
Porter County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

June 2, 2005

Mr. Gary Hanten
Conoco Phillips Pipe Line Company
400 E. Columbus Drive
East Chicago, Indiana 46312

Dear Mr. Hanten:

In November of 1996, the Little Calumet River Basin Development Commission contacted you regarding the two (2) 8" pipelines that are west of the Norfolk Southern RR that pass underneath the Little Calumet River. I enclosed a copy of your correspondence dated November 6, 1996 which provided a cost estimate for doing two (2) directional bores. I realize it has been a long period of time with no action. Recently, we have been directed by Congressman Visclosky to expedite the completion of the Little Calumet River Flood Control project by December 2009. For this Stage V Phase 2 segment, the current Army Corps schedule is to have all the real estate and utility agreements no later than May of 2006. The Army Corps would advertise this project shortly thereafter and we would anticipate the award of a contract in August of 2006 with a construction start in the fall of 2006.

The Development Commission has completed all of our construction east of Cline Avenue and currently, has three ongoing contracts in the area between Kennedy Avenue and Cline. Our next construction segment will be Stage V Phase 2 (Kennedy to Northcote) which includes your two pipelines. Will you please update your cost estimates and provide me current costs to complete this task. I will provide this information to the Army Corps for their review and concurrence. I would appreciate receiving this information from you no later than June 24.

If you have any questions, please let me know.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/s/jm
encl.
cc:

Imad Samara, Project Manager, ACOE
Eric Sampson, ACOE
William Biller, Chairman, LCRBDC
Bob Huffman, LCRBDC Engineering



210 W. PARK AVE., SUITE 2400
OKLAHOMA CITY, OKLAHOMA 73102

November 6, 1996

File: IN/Lake R039
(LCRBDC)

Mr. Jim Pokrajack
Little Calumet River Basin Development Commission
6100 Southport Rd.
Portage, IN 46368

**Re: Pipeline Adjustments Accommodating Little Calumet River Levee
Reconstruction Projects, Lake County, Indiana**

Dear Mr. Pokrajack:

Phillips Pipeline Company and the Little Calumet River Basin Development Commission "LCRBDC" have previously entered into a pipeline Relocation Agreement whereby Phillips will relocate its two 8" pipelines "up and over" into the freeboard area of the recently reconstructed Little Calumet River's South levee. The cost of the performing the pipeline adjustments was estimated to be \$185,500.00 (Cost Estimate enclosed).

Prior to commencing the work, we were contacted by Stanley Consultants and requested to present an estimate to go up and over the North levee also. A copy of our \$197,000.00 cost estimate forwarded to Stanley Consultants this past spring is enclosed.

The estimated cost to go "up and over" both levees is \$382,500.00.

In light of the request to present a second estimate for the North levee, Phillips recommends that consideration be given to merging the projects together and that the pipeline replacements be made through the installation of new directionally drilled crossings. While the total estimated Phillips cost of replacing the pipelines in this manner is greater, estimated to be \$430,000.00, we believe

that this method of pipeline adjustments offers the best protection for our lines in a manner that insures the least disturbance to the reconstructed levees. Specific advantages of replacement with directionally drilled crossings are:

- * new lines across the river and levees/less potential for problems in river
- * less erosion potential
- * less potential of third party damage
- * less construction equipment
- * elimination of four tie-ins
- * faster construction/less dependent on weather

Our conclusion is that directionally drilled replacements will result in a lower risk construction project offering safer, higher integrity crossings.

Please advise if this manner of performing the required pipeline adjustments is acceptable to the LCRBDC and the Corps of Engineers.

If you have any questions concerning these estimates or with our proposal, please contact Andrew Alvarez at (918) 661-6478 or myself at (405) 270-8381.

Very truly yours,

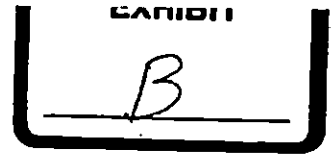


Jim Noland

encl.

cc: C.E. Kimber
Gary Hanten

Phillips Pipe Line Company
Reimbursable Cost Estimate



File: 3299

Date: August 2, 1995

The Following Is A Cost Estimate Of Reimbursable AFE

Title: Little Calumet River
Adjustment of two (2) 8 inch pipelines to accommodate flood control project

Attachment A - Material Purchases		\$40,160.00
Attachment B - Warehouse- Transferred Materials		N/A
Attachment C - Surplus Materials		N/A
Attachment D - Company Labor		\$116,947.65
Attachment E - Vehicles and Equipment		\$200.00
Attachment F - Miscellaneous Expense		\$2,500.00
Attachment G - Contract Charges		\$6,500.00
	Sub-Total	\$166,307.65
	Contingency 11.54 %	\$19,192.35
	TOTAL COST	\$185,500.00

Prepared By: M H CORTEZ

Approved By: 



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman
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CHARLIE RAY
Porter County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

June 2, 2005

Mr. Mark Pasyk
NIPSCO
801 E. 86th Avenue
Merrillville, Indiana 46410

Dear Mark:

Approximately nine years ago, Stanley Consultants was contracted out by the Army Corps of Engineers to do the engineering for the Stage V Phase 2 construction segment (Kennedy Avenue to Northcote in Highland). Part of their task was to coordinate utility agreements with the pipelines on the NIPSCO right-of-way located approximately ¼ mile west of Kennedy Avenue. According to our records, it appears there are 14 pipelines that are currently owned and/or operated by six different owners. I have enclosed, for your information, (2) copies of a survey indicating the location and elevation of the pipelines on this right-of-way. It appears NIPSCO has three pipelines on this right-of-way, which include an 8", a 12", and a 36" line. Our line of protection will be along both sides of the river and accordingly, will impact each of these pipelines twice. The original Army Corps design was to construct a concrete "T-wall" whereby these pipelines would be sleeved through and sealed as we have done in the past. I have also enclosed two sets of the modified design recently provided by the Army Corps showing that we are proposing to install sheet pile installation and using a "bridging" technique over the pipelines, whereby no sleeving would be required.

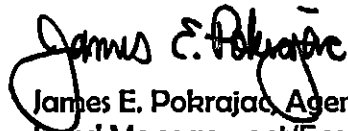
Recently, we have been directed by Congressman Visclosky to expedite the completion of the Little Calumet River Flood Control project by December 2009. The current Army Corps schedule is to have all the real estate and utility agreements no later than May of 2006. The Army Corps would advertise this project shortly thereafter and we would anticipate the award of a contract in August of 2006 with a construction start in the fall of 2006. This stage and phase are critical and will allow us to move westward with our line of flood protection to the Illinois state line. I request that you review the enclosed engineering design and submit your comments to me no later than June 24. If there are costs involved, will you please provide me an explanation of these charges and a detailed breakdown of what these costs would be.

Mr. Mark Pasyk
June 2, 2005
Page 2

All of the other pipelines on this right-of-way appear to have subordinated agreements with your company. We will also be contacting them in the same regard. I feel we need to have a coordination meeting to discuss how we will proceed in this area. Please contact me to establish a day and time that would be good for the appropriate NIPSCO personnel and yourself.

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

Sincerely,


James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.
cc:

John Henry, Real Estate, NIPSCO
Neil Arndt, NIPSCO
Imad Samara, Project Manager, ACOE
Eric Sampson, ACOE
William Biller, Chairman, LCRBDC
Bob Huffman, LCRBDC Engineering

Sandy Mordus

From: "Jim Pokrajac" <jpokrajac@nirpc.org>
To: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Cc: <allene@ucea.com>
Sent: Wednesday, June 15, 2005 2:49 PM
Attach: Microsoft Word.lnk
Subject: Fw: US 41 Group Lift Station

(GET BY EARLY JULY)

Imad:

In a conversation with Allen Egilmez on June 15, he indicated that there may be a possibility that INDOT could investigate this possibility of getting funds to pay for our flood protection construction in the Stage V Phase 2 area that would allow their pump station to function as intended by their design. As we discussed before, their pump station cannot be constructed, or be operational, until we complete our line of protection in this area. Allen suggested that we provide the information he requested on May 19 (see e-mail below) in order that he may coordinate the possibility of obtaining funds.

He indicated to me that INDOT is in the process of scheduling their funding for upcoming projects. Their Phase 1-A of the U.S. 41 project includes this lift station, as well as the other construction between Ridge Road and 81st Avenue. They don't want to push their schedule back again for this phase and seem to want to work with us financially, if possible.

I might suggest you gather this information and you, Dan, Allen, and myself have a conference call. This may be a wonderful opportunity to move their project along more rapidly and reduce the amount of money needed from both the Federal government as well as from us for construction in this area. We could make the Congressman's Office aware of this issue. I think we need to respond back to Allen as soon as we can.

Jim Pokrajac, Agent
 Engineering/Land Management

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

From: Egilmez, Allen
To: 'James E. Pokrajac' (jpokrajac@nirpc.org)
Cc: 'Imad N. Samara' (Imad.Samara@usace.army.mil); Hammond, Chris; Bryant, Keith; Richter, Dave
Sent: Thursday, May 19, 2005 7:50 AM
Subject: US 41 Group Lift Station

Jim,

INDOT is in the process of re-assessing the status of their projects. One of the projects I've been asked about is the Phase 1-A of the US 41 project which includes the group lift station near Little Calumet River.

INDOT would like to know the status of the levee project near the lift station (stage 5-2 I believe).

What I need is the following:

1. Status of Design Plans ✓
2. Status of Land Acquisition
3. Status of Permits

4. Estimated Construction Cost for this portion of the levee (~~ALL of I-2~~ w. of INDPIS. BLVD.)
5. If available, estimated land costs
6. Any other information (local participation, commitments, Corps schedule, etc.)

If you could provide me this information at your earliest convenience, I would appreciate it. I will pass the information on the INDOT. I believe they are considering funding portion of the project but I am not sure.

Allen R. Egilmez, P.E.
Transportation Department Manager
United Consulting Engineers, Inc.
1625 North Post Road
Indianapolis, IN 46219-1995
Ph: (317) 895-2585 ext. 125

Cell: (317) 250-3761
Fax: (317) 895-2596

CONTRACT NO.:	W912P6-04-C-0007	TS-C-S
CONTRACTOR:	Illinois Constructors Corporation	Anderson
DESCRIPTION:	Local Flood Protection Little Calumet River, Indiana Stage VI-1 South Levee	Druzicki
		Waldrom

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Sep-04	6,503,093.70
NTP DATE/CURRENT CONTRACT AMOUNT: Mods P00003 & A00001	4-Nov-04	6,503,093.70
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	4-Dec-06	760
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	4-Dec-06	760
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	4-Dec-06	0

ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No.	4	353,016.89
B. Estimated Earnings thru end of reporting period		254,600.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
TOTAL ESTIMATED PROGRESS (A+B+C)		607,616.89

D. Work Paid for but not in Place (Materials in Storage)		0.00
--	--	------

TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)		607,616.89
---	--	-------------------

E. Potential Termination Costs (% of Remaining Costs) {If Applicable}		0.00
---	--	------

FINANCIAL PROGRESS - (A+B+C+D-E)		607,616.89
---	--	-------------------

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod.	P00003 & A00001	6,503,093.70
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications		165,000.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)		6,668,093.70

FUNDS OBLIGATED FOR PAYMENT: thru Modification	P00003 & A00001	874,999.00
--	-----------------	------------

ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)		9.11%
---	--	-------

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)		10.00%
--	--	--------

ESTIMATE EARNINGS FOR FY vs FUNDS AVAILABLE		0.00
---	--	------

PROJECT STATUS/MAJOR ISSUES:

- Clearing and grubbing 70% complete. Wick Drains installed. Top soil stripped and levee placement started at Liable Road.
- Sheet pile driven at Kennedy Ave. North and South. Rebar placed, start concrete pouring of I-wall at Kennedy South.
- Test panels poured for the 2 types of form liners used at 5th St.
- Sheet pile wall being driven at N. 5th Pump Station. Sheet pile started on North Drive I-wall.
- Mod for Stripped material bid qty error being routed for signature. (+\$230,000). Need to process mod for deletion of Corps office trailer (-\$65,000 approx).

Memorandum

June 18, 2005

To: Illinois Contractors, Inc. (via FAX)
Grimmer Construction, Inc. (via FAX)
From: John Bach, Public Works Director
Re: Truck Routes
Little Calumet River Flood Protection Project

With the earthen levee construction phase of the Little Calumet River Flood Protection Project now underway, please be advised that the Highland Police Department has been requested to actively enforce the speed limit restrictions on the local haul routes. The Project is extremely important to the Town of Highland and we recognize the need to utilize residential streets in order to complete the construction. However, we expect that those trucks will strictly obey the speed limit. The speed limit on all streets in the Town of Highland, unless otherwise posted, is 20 miles per hour.

Please instruct all truck drivers accordingly.

In addition, we request that you take care of any dust problems or the tracking of materials onto the paved streets.

If you have any questions, please contact me.

C: Highland Police Department
U.S. Army Corps of Engineers (via FAX)
Little Calumet River Basin Development Commission (via FAX)
Highland Town Council

- VI-1 South - Mod. #3
- CONTINUED CONTRACT FUNDING
- REQUEST FOR \$500,000 ADDL. FUNDS

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

02 JUN 2005

MEMORANDUM FOR: See Distribution

- INCREASED MONEY AVAILABILITY FROM
\$374,999 TO \$874,999

SUBJECT: Contract No. W912P6-04-C-0007
Local Flood Protection
Little Calumet River, Indiana
Stage VI-1 South Levee
Modification No. P00003 - Executed

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

David E. Druzbecki
David E. Druzbecki
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) D. Druzbecki
CELRC-TS-C-S (Mod. Only) B. Waldrom
CELRC-TS-C-S (Mod. Only) Project Binder
CELRC-PM-PM (Mod. Only) I. Samara
✓LCRBDC (Mod. Only) J. Pokrajac

SUMMARY OF CHANGES**SECTION SF 30 - BLOCK 14 CONTINUATION PAGE**

The following have been added by full text:

MODIFICATION NO. P00003**A. SCOPE OF WORK****SS005 Continuing Contract Funding -- \$500,000.00**

Pursuant to the "Continuing Contracts" clause, this modification hereby increases the total Contract funded amount by \$500,000.00.

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 December 4, 2006.

D. CLOSING STATEMENT

Pursuant to the "Continuing Contracts" clause, this modification hereby obligates and amount of \$500,000.00 for this contract; thus, increasing the total Contract funded amount to \$874,999.00.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS**Accounting and Appropriation****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$500,000.00 from \$374,999.00 to \$874,999.00.

Contract Level Funding:

AD: 96 NA X 8862.0000 H6 X 08 2426 075325 96112 3230 KF4KF0 NA 72JB27
was increased by \$25,000.00 from \$13,750.00 to \$38,750.00

AC: 96 NA X 3122.000 H6 X 08 2426 075325 96112 3230 1C94LF NA B1GB82
was increased by \$475,000.00 from \$356,249.00 to \$831,249.00

(End of Summary of Changes)

Sandy Mordus

From: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
To: "Little Calument (E-mail)" <littlecal@nirpc.org>; "Elizabeth Johnson (E-mail)" <Elizabeth.Johnson@mail.house.gov>
Sent: Sunday, June 26, 2005 12:37 PM
Subject: FW: Lit Cal Stage VI-2.

FYI

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

From: Zamarocy, Linda L LRC
Sent: Friday, June 24, 2005 2:17 PM
To: Blair, Regina G LRC; Samara, Imad LRC; Taylor, Elaine R LRC; Groboski, John A LRC; Albert, Dick LRC; Deda, Roy J LRC; Burnsied, Mary J LRC
Subject: Lit Cal Stage VI-2 S.

Hi All,

The Bid Opening Date has been extended to 6 July 2005 for Solicitation No. W912P6-05-B-0006.

Linda Z

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

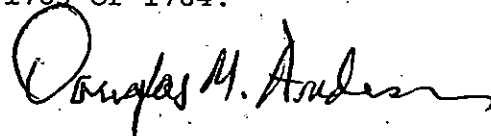
MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW23-02-C-0011
Local Flood Protection And Recreation
Mitigation Implementation
Little Calumet River, Indiana
Modification No. P00012 - Executed

- MITIGATION IMPLEMENTATION - MOD.#12
- CONTINUED CONTRACT FUNDING
- REQUEST FOR \$3,000 ADDL. FUNDS
- INCREASED MONEY AVAILABILITY FROM
\$1,284,940.96 to \$1,287,940.96

2 FEB 2005

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00012, under the subject contract.
2. Any questions concerning the enclosed items shall be directed to Mr. Gary R. Anderson at (219) 923-1763 or 1764.



DOUGLAS M. ANDERSON, P.E.
Contracting Officer's
Representative

Enclosures

Distribution:

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

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
MODIFICATION NO. P00012

A. SCOPE OF WORK

SS012 Continuing Contract Funding – \$3,000.00

Pursuant to the "Continuing Contracts" clause, this modification hereby increases the total Contract funded amount by \$3,000.00.

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.

D. CLOSING STATEMENT

Pursuant to the "Continuing Contracts" clause, this modification hereby obligates and amount of \$3,000.00 for this contract; thus, increasing the total Contract funded amount to \$1,287,940.96.

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 \$3,000.00 from \$1,284,940.96 to \$1,287,940.96.

Contract Level Funding:

AD: 96 NA X 8862.0000 H6 X 08 2426 075325 96112 3230 KF4KF0 NA DD93KF
was increased by \$1,000.00 from \$0.00 to \$1,000.00
The contract ACRN AD has been added.

AC: 96 NA X 3122.0000 H6 X 08 2426 075325 96112 3230 1C94LF NA 723J83
was increased by \$2,000.00 from \$0.00 to \$2,000.00
The contract ACRN AC has been added.

(End of Summary of Changes)

CONTRACT NO.: DACW27-01-C-0001
CONTRACTOR: Overstreet Engineering and Construction, Inc.
DESCRIPTION: Little Calumet River - Pump Station Rehabilitation Phase 1A

TS-C-S
Anderson
Anderson
Crab, Waldron

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	5-Oct-00	4,638,400.00
NTP DATE/CURRENT CONTRACT AMOUNT: Mods thru A00015 & P00019	7-Nov-00	4,974,280.67
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	8-Oct-02	700
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	21-Oct-04	1,444
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	28-Feb-05	130

ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No.	30	4,239,286.58
B. Estimated Earnings thru end of reporting period		0.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
TOTAL ESTIMATED PROGRESS (A+B+C)		4,239,286.58

D. Work Paid for but not in Place (Materials in Storage)		0.00
--	--	------

TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)		4,239,286.58
--	--	--------------

E. Potential Termination Costs (% of Remaining Costs) (If Applicable)		Not Available
---	--	---------------

FINANCIAL PROGRESS - (A+B+C+D-E)		4,239,286.58
----------------------------------	--	--------------

TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod.	thru A00015 & P00019	4,974,280.67
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications	(Thru RFP SS038)	0.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)		4,974,280.67

FUNDS OBLIGATED FOR PAYMENT: thru Modification thru A00015 & P00019		4,382,627.09
---	--	--------------

ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)		85.22%
---	--	--------

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)		100.00%
--	--	---------

ESTIMATE EARNINGS FOR FY vs FUNDS AVAILABLE		4,192,792.74
---	--	--------------

PROJECT STATUS/MAJOR ISSUES:

- No physical construction work since last month's progress report.
- Corps sent Overstreet a "cure letter" on 19 OCT 2004 due to lack of progress. Overstreet submitted a number of partial responses to the COB Cure Letter. Overstreet has been unsuccessful in definitizing a subcontract with a pump rebuilding subcontractor to complete the work.
- The Corps sent Overstreet and Overstreet's bonding company a "show-cause" letter on February 7, 2005 indicating the Government is considering terminating the Contract under the provisions for Default and giving Overstreet the opportunity to provide information on whether the failure to perform arose from causes beyond its control and without fault or negligence on its part.
- On February 16, 2005, Overstreet responded with a preliminary plan on the remaining Contract work. Overstreet's response indicated that it had not yet been able to finalize a subcontract with a pump rebuilding subcontractor to complete the work.
- On March 9, 2005, Overstreet gave the Corps a copy of the lone proposal received for completing the pump rehabilitation work, from the team of HydroAire and Magnatech. The proposal is for almost \$900,000, which is approximately \$500,000 more than the unpaid amount remaining in Viking's.
- Overstreet's bonding company met with Overstreet on March 21 and 22, 2005 to collect information on the Contract. A conference call between the bonding company, the Corps, and Overstreet was supposed to be scheduled but never occurred.
- Contracting Officer issued a followup "show cause" notice on 30 MAR 2005. Overstreet has not formally responded and the CO is in the process of terminating them for default.



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman
Governor's Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

DR. MARK RESHKIN, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor's of Hammond Appointment

STEVE DAVIS
Dept. of Natural Resources Appointment

SAM DIMOPOULOS
Lake County Commissioners' Appointment

ROBERT MARSZALEK
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CHARLIE RAY
Porter County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOU CASALE
Attorney

June 20, 2005

Mr. Greg Kicinski
IN Dept. Transportation
100 N. Senate Avenue, N855
Indianapolis IN 46204-2249

Dear Greg:

I have enclosed a copy of a letter dated April 15, 2004 from Richard C. Whitney, Deputy Commissioner/Chief Financial Officer, to Imad Samara, project manager for the Little Calumet River Flood Control/Recreation Project. This letter indicated that "While the Corps has agreed to pay for the construction, I would like to request that INDOT pay for this work. We intend to pay for the levee work with 100% state funds, and ask that the full amount of state funds paid on the contract be credited towards the Little Calumet River Basin Development Commission's match requirement for Corps federal funding." We received a verbal confirmation from the Army Corps that this would be acceptable to them.

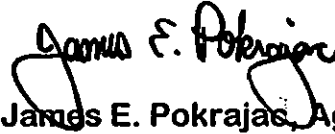
In order for the LCRBDC to get credit for the associated costs related to our flood control project, we need a detailed breakdown of what costs were incurred. The Army Corps requires that we submit substantiating data to assure that the costs for this work are correct. We would appreciate, at this point in time, your contractor setting aside any volumes of materials, man hours, equipment costs, drawings, and any other associated costs, that could be presented to us as a package upon the completion of construction at each of these interchanges. We would then present these details, and costs, to the Corps for crediting. On previously completed INDOT projects that we are trying to get associated crediting, we have had difficulty pulling out the associated costs from full sets of drawings and full sets of cost breakdowns. By doing this prior to

Mr. Greg Kicinski
June 20, 2005
Page 2

the completion of construction, it would be much easier to coordinate crediting with the Corps.

If you have any questions regarding this request, please contact me at my office. I appreciate INDOT working with us on this request. In the long run, it will save a lot of time and energy for both of us.

Sincerely,



James E. Pokrajas, Agent
Engineering/Land Management

/sjm
encl.

cc: R. C. Whitney, INDOT
Allen Egilmez, United Consulting
Imad Samara, ACOE



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

Writer's Direct Line

April 15, 2004

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

Dear Mr. Samara:

I understand the Indiana Department of Transportation (INDOT) and the U.S. Corps of Engineers (Corps) have reached an agreement regarding INDOT's work at Grant Street and Broadway in Lake County, Indiana, in which the Corps has agreed to pay for the levee construction that is taking place as part of the interchange-reconstruction with I-80.

I understand that the levees will be constructed in accordance with the specifications provided the Corps, in which a portion the Broadway embankment will be removed at the point where the levee crosses and replaced with select material. At Grant Street, INDOT will not replace the embankment because of soft base soils, but instead connect the levee with the existing clay liner.

At the completion of the project, the levees will be graded to the prescribed elevations and seeded. We expect the majority of the levees to be constructed in 2005 with the final acceptance expected in May 2006.

While the Corps has agreed to pay for the construction, I would like to request that INDOT pay for this work. We intend to pay for the levee work with 100% state funds, and ask that the full amount of state funds paid on the contract be credited towards the Little Calumet River Basin Development Commission's match requirement for Corps federal funding.

If this contract cannot be used for the Little Calumet credit, or if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Richard C. Whitney".

Richard C. Whitney
Deputy Commissioner/Chief Financial Officer

cc: Dan Gardner, Little Calumet River Basin Development Corp.
Jay Dumontelle, Federal Highway Administration
Greg Kicinski, Indiana Department of Transportation

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*
DAVID W. MASSE
MARK A. GOODRICH
DANETTE GARZA
*LICENSED IN INDIANA & ILLINOIS

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENZ
CAROL E. BERWANGER
PAMELA K. MILLER
KAREN SHANAHAN
MICHELLE L. POLING

FINANCIAL COORDINATOR
CHRISTY DUERR

June 29, 2005

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

VIA FACSIMILE ONLY (219) 762-1653

Dear Dan:

Enclosed please find Interlocal Agreement between the City of Gary and the Little Calumet River Basin Development Commission. This is in draft form and can provide an outline to be completed in detail after discussion. Please contact me.

Sincerely,

CASALE, WOODWARD & BULS, LLP


Louis M. Casale

LMC/amo

Enclosures

**INTERLOCAL AGREEMENT BETWEEN
THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION,
THE CITY OF GARY AND THE GARY STORMWATER MANAGEMENT BOARD
FOR THE DEVELOPMENT, TRANSFER, MAINTENANCE AND OPERATION
OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION'S
FLOOD CONTROL PROJECT IN THE CITY OF GARY**

WHEREAS, the Little Calumet River Basin Development Commission, a public body corporate and politic, organized, existing and operating under the laws of the State of Indiana, hereinafter the "COMMISSION" and the City of Gary, a municipal corporation organized and existing under the laws of the State of Indiana, hereinafter the "CITY," and the Gary Stormwater Management Board, a political subdivision of the State of Indiana and the CITY, hereinafter the "BOARD," desire to enter into and carry out the terms and agreements outlined in this Interlocal Agreement so as to expedite the development and operation and maintenance of the Little Calumet River Flood Control Project, hereinafter the "PROJECT," within the Gary City limits, and,

WHEREAS, the "COMMISSION" is the local sponsor of the PROJECT for the United States Army Corps of Engineers, hereinafter the "CORPS," which is governed by the terms and conditions of a Local Cooperation Agreement between the Department of the Army and the COMMISSION which was entered into on the 16th day of August 1990, a copy of which is attached hereto and marked Exhibit A, hereinafter the "LCA;" and,

WHEREAS, the parties desire to cooperate in the construction of the Burr Street Betterment Levee, the maintenance and operation of the PROJECT within the City of Gary and the maintenance and operation of the pump station portion of the PROJECT within the City of Gary; and

WHEREAS, the Parties desire to cooperate to cause the Federal Emergency Management Agency, hereinafter "FEMA," to de-designate the area along the Little Calumet River within the corporate boundaries of the City of Gary from flood plain designation; and,

WHEREAS, the COMMISSION, as compensation to the CITY and the BOARD for assisting in the development and providing operation and maintenance of the PROJECT within the City of Gary boundaries, desires to transfer ownership of real estate owned by it and described in Exhibit B attached hereto to the CITY,

NOW THEREFORE, it is agreed as follows:

1. Operation and Maintenance of the Project. When the CORPS, pursuant to the terms and conditions of the LCA, determines that a functional portion or portions of the PROJECT, within the City of Gary, is complete, subject to the Parties right to inspect and comment pursuant to the LCA, the CITY agrees to assume the responsibility for the operation, maintenance, replacement and rehabilitation of said fundamental portion or portions of the PROJECT as provided in the LCA at the CITY'S sole cost and expense, except as provided in Paragraph (2) below.

2. Operation and Maintenance of the Project Pump Stations. When the CORPS, pursuant to the terms and conditions of the LCA, determines that any one or more of the pump station portions of the PROJECT, within the City of Gary, hereinafter the "PUMP STATIONS," described in Exhibit C attached, hereto have been completed, subject to the Parties' right to inspect and comment as provided in the LCA, the BOARD agrees to assume, at its sole cost, the responsibility for the operation, maintenance, replacement and rehabilitation of said pump station or pump stations as provided in the LCA.

3. Burr Street Betterment Levee. The Burr Street Betterment Levee portion of the PROJECT consists of the area described in Exhibits D, D-1 and D-2 attached hereto and shall be constructed, operated and maintained as follows:

- a. The CITY shall, pursuant to applicable public works bidding statutes, regulations and ordinances, publish and award bids for the construction of the portion of the Burr Street Betterment described in Exhibit D-1, hereinafter referred to as BURR-GARY." The CORPS will furnish supervision and oversight for the BURR-GARY project which shall be constructed pursuant to CORPS specifications.
- b. The COMMISSION and CORPS shall cause the construction of the portion of the Burr Street Betterment described in Exhibit D-2, hereinafter referred to as BURR-COMMISSION.
- c. Funding for the Burr Street Betterment Levee shall be provided as follows:
 - (1) The CITY shall fund construction of the BURR-GARY portion of the Burr Street Betterment Levee in an amount not to exceed \$1,400,000.00.
 - (2) The COMMISSION and the CORPS shall fund construction of the BURR-COMMISSION portion of the Burr Street Betterment Levee in the following amounts:

(a)	COMMISSION	\$ 600,000.00
(b)	CORPS	\$2,700,000.00
 - (3) The COMMISSION shall fund any costs for the BURR-GARY portion of the project in excess of the \$1,400,000.00 to be furnished by the CITY in an amount not to exceed \$300,000.00
- d. Maintenance and operation of the completed Burr Street Betterment Levee shall be at the sole cost of the CITY.

4. Letter of Map Revision. After completion of the PROJECT, within the City of Gary, and acceptance of the operation and maintenance thereof by the CITY and BOARD in accordance with the CORPS Operation and Maintenance Manual, all as outlined in a letter dated 4/14/04 a copy of which is attached hereto and marked Exhibit E the Parties hereto in conjunction with the CORPS and FEMA will use their best efforts to obtain a Letter of Map Revision in order to remove areas currently designated flood plain along the Little Calumet River in Gary, Indiana.

5. Transfer of Real Property. The COMMISSION shall, upon execution of this Agreement by all Parties, commence proceedings to transfer title of certain parcels of property it owns along the Little Calumet River in the City of Gary to the CITY, at no cost to the CITY. Said property to be transferred from the COMMISSION to the CITY is described in Exhibit B attached hereto.

CITY OF GARY

GARY STORMWATER MANAGEMENT BOARD:

BY: _____

BY: _____

ATTEST:

ATTEST:

DATE: _____

DATE: _____

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION:

BY: _____

ATTEST:

DATE: _____

LCA

LOCAL COOPERATION AGREEMENT
BETWEENTHE DEPARTMENT OF THE ARMY
ANDTHE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FOR CONSTRUCTION OF THE
LITTLE CALUMET RIVER, INDIANA LOCAL FLOOD PROTECTION
AND RECREATION PROJECT

THIS AGREEMENT, entered into this 16 day of August, 1990, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the Little Calumet River Basin Development Commission (hereinafter referred to as the "Commission"), acting by and through its Chairperson,

WITNESSETH, THAT:

WHEREAS, construction of the Little Calumet River, Indiana Local Flood Protection and Recreation Project at the Little Calumet River between the Illinois - Indiana State line and the Consolidated Rail Corporation Railroad crossing in Gary, Indiana (hereinafter referred to as the "Project", as defined in Article I.a. of this Agreement), was authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662), to be constructed substantially in accordance with Plan 3A contained in the Report of the Chief of Engineers, dated June 2, 1984; and,

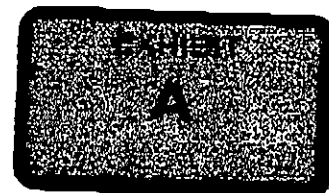
WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost sharing requirements applicable to the Project; and,

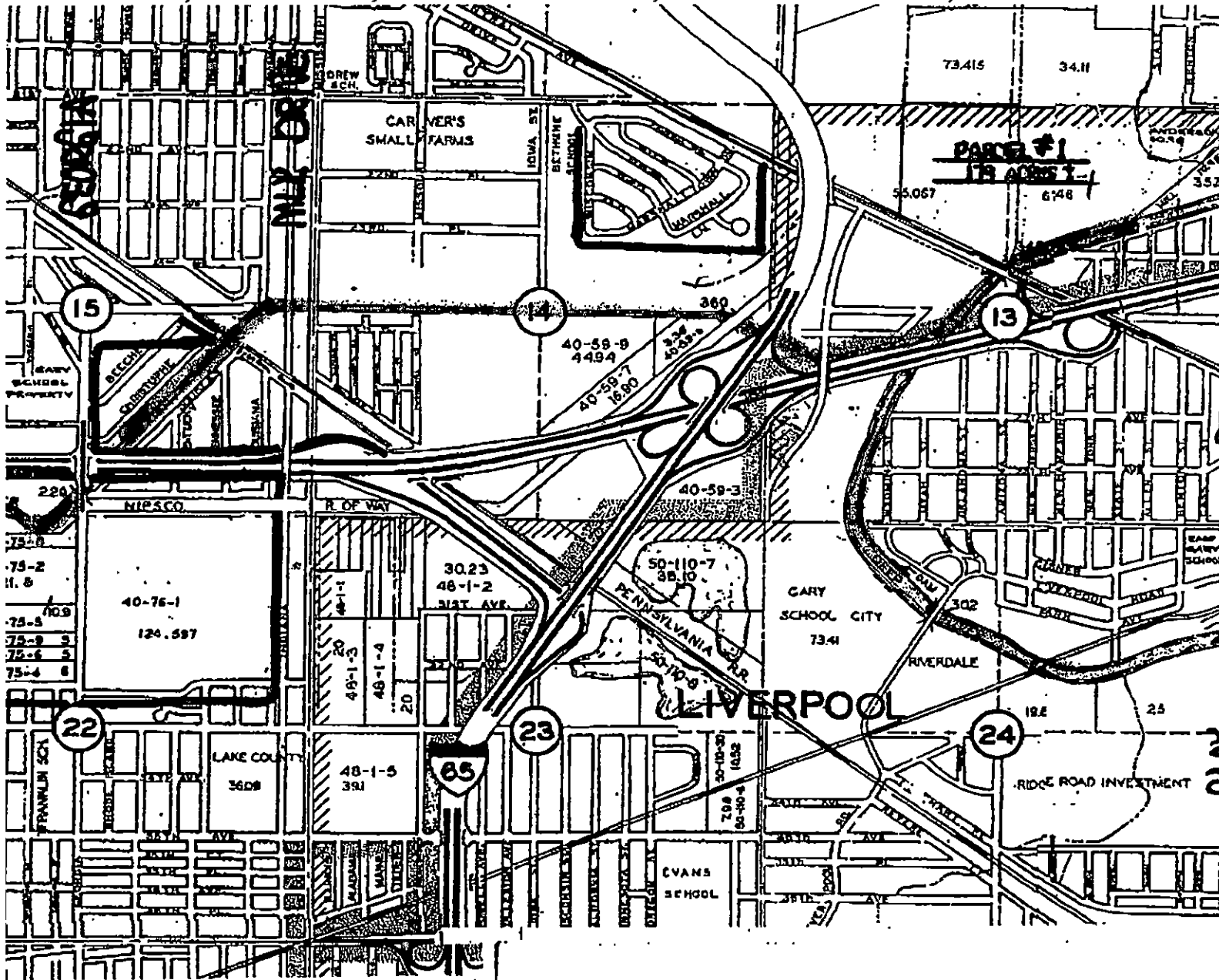
WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until each non-federal interest has entered into a written agreement to furnish its required cooperation for the project; and,

WHEREAS, on 1 June, 1988, the Assistant Secretary of the Army (Civil Works) approved a credit with an estimated value of \$1,667,200 for the Little Calumet River Basin Development Commission toward the Commission's share of project cost in accordance with Section 104 of the Act; and,

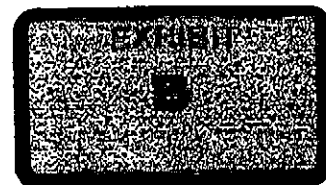
WHEREAS, the Commission does not qualify for a reduction of the maximum non-Federal cost share pursuant to the guidelines which implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, published in 33 C.F.R., sections 241.1 - 6, entitled "Flood Control Cost-Sharing Requirements Under the Ability to Pay Provision"; and,

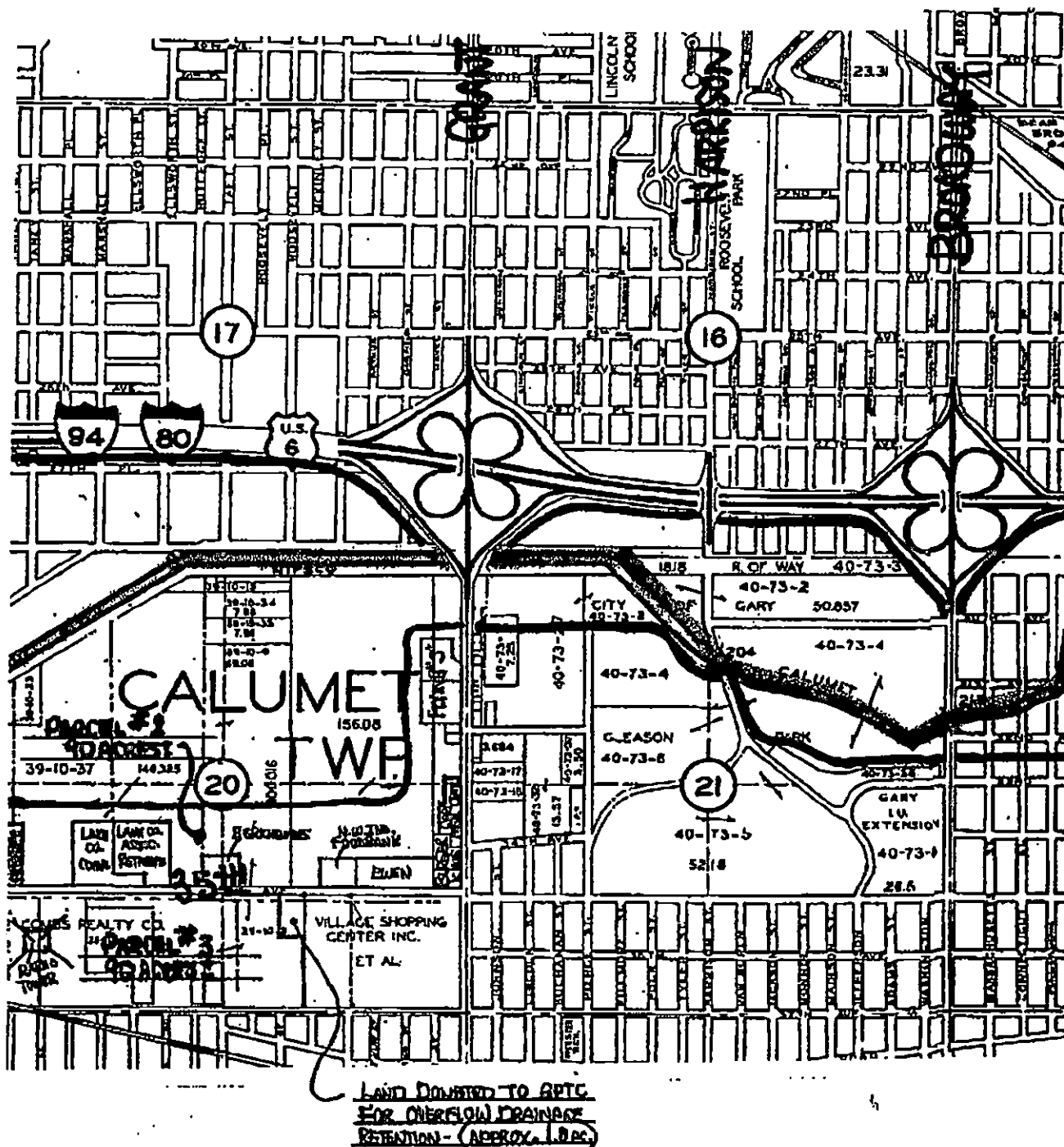
P108 -





EXISTING LINE OF PROTECTION
LAKE & RICHMOND



**NOTE:**

• THESE (3) PARCELS REPRESENT DEVELOPABLE LANDS (OUTSIDE THE LINE OF PROTECTION) THAT ARE OWNED IN FEE BY THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION. FOLLOWING IS A LIST OF (3) PARCELS ALONG WITH THEIR APPROXIMATE ACREAGES:

- PARCEL #1 - APPROX. 179 ACRES (LOCATED WEST OF CLAY STREET, NORTH OF BURN DITCH, AND SOUTH OF THE NIPSCO R/W.)
- PARCEL #2 - APPROX. 90 ACRES (LOCATED BETWEEN CHASE ST. AND GRANT, NORTH OF 35th AVENUE).
- PARCEL #3 - APPROX. 90 ACRES (LOCATED EAST OF CHASE ST.,

Exhibit C

DESCRIPTION OF PUMP STATIONS
TO BE ATTACHED

Exhibit D, D-1& D-2

**BETTERMENT LEVEE MAP
TO BE ATTACHED**



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

April 14, 2004

Programs and Project
Management Branch

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

Dear Mr. Gardner:

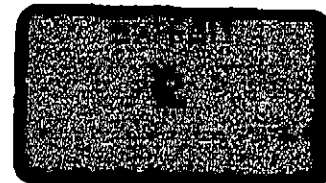
As you are aware, the Chicago District, acting as an agent for the City of Gary and the Little Calumet River Basin Development Commission, has filed a request for a Conditional Letter of Map Revision (CLOMR). As we discussed during our telephone conference call on March 5, 2004, the City of Gary must provide certification to the Federal Emergency Management Agency (FEMA), that they agree to operate and maintain the line of protection in accordance with the Corps of Engineers' Operation and Maintenance Manual (Chicago District 2004). This certification must be provided by the City of Gary before FEMA will issue the Letter of Map Revision (LOMR). A copy of the revised Operations and Maintenance Manual was provided to your office under separate cover.

As we discussed on March 5, 2004, it is anticipated that the entire remapping process, including the CLOMR and the LOMR will take approximately one year. The CLOMR was initiated the end of 2003. Issuance of the LOMR is dependent on the completion of the ramps at Grant and Broadway, submission of the as-builds, certification of the project level of protection by the Chicago District, and acceptance of O&M responsibilities by the City of Gary. As the acceptance by Gary of the O&M responsibilities is an integral part of the remapping, we would ask that the Commission, as the local sponsor on the flood control project, work with the City of Gary in formulating and submitting the required certification.

Questions regarding the remapping effort should be directed to Mr. Imad Samara, the Project Manager at 312-846-5560, or Mr. Rick Ackerson and Ms. Susanne Davis of the Hydraulic Engineering Section. Mr. Ackerson can be reached at 312-846-5511. Ms. Davis can be reached at 312-846-5510.

Sincerely,

Imad N. Samara
Project Manager



OPERATION & MAINTENANCE TURNOVER TO THE CITY OF GARY

The Little Calumet River Basin Development Commission has been in the process of working with the city of Gary to turn over the operation and maintenance of completed east reach flood control features to the city of Gary. The Army Corps of Engineers has provided a current O&M manual along with "as-built" drawings, spare parts, guarantees and warranties, and other miscellaneous information that will be provided to Gary at the time of the turnover. Following are a number of critical points and/or issues that need to be resolved prior to the signing off by the city of Gary to accept this responsibility.

- (1) Several outstanding technical issues need to be resolved.
- (2) Upgrading the existing pump stations to "as-built" condition
 - LCRBDC needs to facilitate a final inspection to determine a scope of work that will be used to bid this work out. (approximately one month)
 - LCRBDC will solicit for bids.
 - After award of a contract and work is completed, a final inspection will be done with the city of Gary to assure all deficiencies have been corrected to their satisfaction.
- (3) All other flood control features need to be brought up to "as-built" condition prior to turnover, which include sluice gates, flap gates, recreational trails, etc.
 - Inspections have been completed on these features by the LCRBDC, Army Corps, and representatives from the city of Gary.
 - These will be put into a format whereby this work would be contracted out to correct any deficiencies before Gary accepts the responsibility for these remaining features.
- (4) An O&M agreement needs to be put together whereby Gary will accept this responsibility.
 - Attorney Casale has completed a draft agreement that is currently being reviewed by staff and will be shared with O&M Committee.

Little Cal staff has been requested by the Commissioners to establish a time frame whereby all of these issues could be completed and Gary will sign off as the responsible party for operation and maintenance in Gary. The above-mentioned items that need to be resolved are ongoing. At this point in time, we have not received enough information that a timeline could be established. We are in the process of getting inspection results which could take a few months to include soliciting for bids, awarding a contract, and completing a "yet-to-be-determined" scope of work.

Attached is a draft copy of our "Little Calumet River Project Operation & Maintenance Approach" which was developed earlier at the request of the Commission. This includes information on responsibility for the O&M, the technical plan components and the organizational approach.

LITTLE CALUMET RIVER PROJECT

OPERATION & MAINTENANCE APPROACH

Note: This approach has been reviewed and approved by the Commission's Finance Committee

1. Responsibility

- The Little Calumet River Basin Development Commission is designated currently by the Local Cooperation Agreement with the U. S. Army Corps of Engineers as the project local sponsor and, therefore, responsible for the operation and maintenance of the flood control/recreation project features to federal standard once the project is construction complete and turned over from the Federal government.
- Failure to adequately maintain and operate the flood control/recreation features would result in local default of obligations contained in the Local Cooperation Agreement. This could lead to legal action; loss of project certification and return of the area to the floodplain designation; and risk to the adjacent communities to failure of the flood control feature to function under flooding conditions.

2. Technical Plan Components

- The U. S. Army Corps of Engineers has prepared a draft technical O&M manual that has been reviewed by the Commission and is undergoing changes and formatting modifications to provide a clearer and more concise manual for use.
- Concurrently, R. W. Armstrong Company is helping to prepare with the aid of the O&M Committee (Board members) and Jim Pokrajac, a simplified "check list" format to identify each of the items of operation, the schedule for maintenance, and the requirements to keep in operational compliance.
- A final draft of both documents will be available by the end of 2003.

3. Organizational Approach

- A research scan of potential options for funding the required O&M activities is being undertaken by the Commission's legal consultant, with oversight by the Commission's Finance Committee.
- Armed with the technical requirements manual and the list of potential funding/organizational options, an advisory committee chaired by the Commission's Treasurer will explore with each community a preferred option.

- The Advisory Committee will be chaired by the Commission Treasurer (Finance chair) and include members from each community affected by the project and having O&M features.
- Once a preferred alternative is identified, discussions will be held with the community leaders (mayors, city and town councils and state legislators), with final recommendation given back to the Commission for final approval.
- Goal for preferred option being identified, discussed, and consensus sought with local leaders, legislators, and state liaison is one (1) year (August 2004).
- A hierarchy of responsibilities will be suggested to minimize the actual new funding needed to meet ongoing responsibilities to assure federal compliance.

(1) All efforts will be made to incorporate appropriate operational functions into existing local, qualified entities.

i.e. Pump Stations O&M – Hammond and Gary Sanitary Districts
Emergency Response Notification – Agreement with Lake County
Emergency Management Agency
Park Facilities managed by appropriate municipal/county/township agency

(2) Commission lands not directly utilized for flood control, or in project mitigation, or active recreation will attempt to be environmentally restored and a source of operation/maintenance funding established through a public wetland mitigation project. Sale of created credits will be dedicated to O&M expenses.

(3) The remaining gap of needed O&M funding will be the focus of the aforementioned committee to recommend a feasible option that will raise sufficient funds in a fair and politically acceptable method. Implementation will follow immediately.

**INTERLOCAL AGREEMENT BETWEEN
THE LITTLE CALUMET RIVER BASIN DEVELOPMENT
COMMISSION AND THE CITY OF PORTAGE FOR
THE TRANSFER, DEVELOPMENT AND OPERATION
OF THE PORTAGE MARINA**

WHEREAS, the Little Calumet River Basin Development Commission, a public body corporate and politic, organized, existing and operating under the laws of the State of Indiana, hereinafter the "COMMISSION" and the City of Portage, a municipal corporation organized existing and operating under the laws of the State of Indiana, hereinafter the "CITY" entered into an Interlocal Cooperation Agreement dated the 3rd day of October, 1991 for the construction and operation of a public access marina, boat launch ramps and ancillary facilities in the City of Portage, State of Indiana, a copy of which is attached hereto and marked Exhibit "A," hereinafter the "INTERLOCAL AGREEMENT;" and,

WHEREAS, the COMMISSION and the CITY have, pursuant to the attached INTERLOCAL AGREEMENT operated, maintained and developed a public access marina, boat launch ramp and ancillary facilities hereinafter to be referred to as the "PORTAGE MARINA;" and,

WHEREAS, the COMMISSION owns fee simple title to the underlying real estate upon which the CITY operates the PORTAGE MARINA; and,

WHEREAS, the CITY desires to complete the development of the PORTAGE MARINA and to operate it solely at its expense and pursuant to the Local Cooperation Agreement between the COMMISSION and the U.S. Army Corps of Engineers a copy of which is attached hereto and marked Exhibit "B," hereinafter the "LCA," upon the transfer of ownership of the underlying fee simple title to the real estate upon which the PORTAGE MARINA lies from the COMMISSION to the CITY; and,

WHEREAS, the COMMISSION and CITY desire that this AGREEMENT replace the INTERLOCAL AGREEMENT attached hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants set out herein, the undersigned parties promise and agree as follows:

A. DURATION, PURPOSE AND FINANCING.

1. The term of this Agreement shall be from the date it is signed by both parties hereto and shall thereafter run concurrently with the "LCA."
2. The purpose of this Agreement is to effectuate the transfer of ownership of the real property upon which the PORTAGE MARINA lies from the COMMISSION to the CITY, and thereafter for the CITY to complete the development, maintenance and operation of the PORTAGE MARINA in conformance with the LCA, the funding for which shall be furnished solely by the CITY.

B. TRANSFER OF REAL ESTATE AND MARINA DEVELOPMENT

1. Upon the execution of this Agreement by the COMMISSION and CITY, and approval by the Attorney General of the State of Indiana, the COMMISSION shall execute a quit claim deed in the form as attached in Exhibit "C" conveying fee simple title to the CITY of the real estate underlying the PORTAGE MARINA to the CITY.
2. After transfer of the said real property from the COMMISSION to the CITY pursuant to this Agreement, the CITY shall commence, at its sole cost and expense, to complete the development of the PORTAGE MARINA in conformance with the LCA.
3. Operation and maintenance of the PORTAGE MARINA shall continue at the sole cost and expense of the CITY.

C. ASSUMPTION OF OBLIGATIONS

1. The CITY agrees to assume the obligation to any and all financial institutions and or owners of the revenue bonds sold to finance development of the PORTAGE MARINA pursuant to the INTERLOCAL

AGREEMENT attached hereto, and shall execute any and all documents as is necessary to assume said obligation and to relieve the COMMISSION therefrom or, in the alternative, to indemnify and hold the COMMISSION harmless from said obligations.

2. The CITY and COMMISSION entered into a lease with NIPSCO, a copy of which is attached hereto and marked Exhibit "D," hereinafter the "NIPSCO LEASE," so as to allow the operation and development of access and parking for the PORTAGE MARINA. The CITY hereby agrees to provide lease payments and all other payments thereunder and to hold harmless and indemnify the COMMISSION from any liability, lawsuit, claim or damage arising by reason of the NIPSCO LEASE and will endeavor to assume all obligations thereunder subject to NIPSCO'S acquiescence thereto.
3. The CITY hereby agrees to assume at its sole cost, the ongoing maintenance obligations of the COMMISSION under the LCA with the U.S. Army Corps of Engineers and shall legally substitute itself as local sponsor in said LCA, subject to U.S. Army Corps of Engineers concurrence.
4. The CITY agrees to indemnify and hold the COMMISSION harmless from any and all damages, claims, liability or action that may have arisen or that might arise during, or as a result of, the ownership, development, operation and maintenance of the facilities by the CITY or pursuant to the operation and development of the PORTAGE MARINA pursuant to the INTERLOCAL AGREEMENT unless caused by the negligence of the COMMISSION or its contractors or employees.
5. If any term, covenant or condition of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition other than those as to which are held invalid or unenforceable, shall not be affected thereby

and each term, covenant and condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law or in equity.

- 6. This Agreement shall bind the successors and assigns of the Parties hereto, and shall not be assignable without the written consent of the Parties hereto.
- 7. This Agreement is subject to U.S. Army Corps of Engineers and the State of Indiana Attorney General's approval.

The Parties sign, seal and deliver this document this _____ day of _____, 20____.

THE CITY OF PORTAGE

THE LITTLE CALUMET RIVER
BASIN DEVELOPMENT COMMISSION

BY:
TITLE:

BY:
TITLE:

ATTEST:

ATTEST:

BY:
TITLE:

BY:
TITLE:

REVIEWED AND APPROVED:

STEVE CARTER, ATTORNEY GENERAL
FOR THE STATE OF INDIANA

This instrument prepared by:
LOUIS M. CASALE, Casale, Woodward & Buls, LLP,
9223 Broadway, Suite A, Merrillville, IN 46410, Telephone: 219/736-9990

REVIEWED AND APPROVED:

**UNITED STATES ARMY CORPS
OF ENGINEERS**

BY: _____

TITLE:

**This instrument prepared by:
LOUIS M. CASALE, Casale, Woodward & Buls, L.L.P.,
9223 Broadway, Suite A, Merrillville, IN 46410, Telephone: 219/736-9990**

RECREATION REPORT

For meeting on Wednesday, July 6, 2005

(Information in this report is based upon latest data provided at the time the report is put together. Dates and costs may vary depending upon ongoing design and/or coordination with the Army Corps.
Report period is from May 26 – June 29, 2005)

RECREATION – PHASE I

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

A. OXBOW (Hammond)

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

B. GLEASON PARK (Gary Parks & Recreation)

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

C. LAKE ETTA (Lake County Parks)

1. October 27th, 1998 was the date that this facility was turned over to the Lake County Parks Department.

D. CHASE STREET TRAIL (City of Gary)

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

EAST REACH RECREATION

- A. At this point in time, the existing construction contracts in the East Reach are almost all completed. The only remaining area of construction is the Betterment Levee – Phase II.
- B. Currently, the joint recreation venture with the Army Corps is completed; 90% of the completed East Reach levees have stoned trails completed; the remainder of East Reach trails are currently being coordinated and should be included in an upcoming recreation contract.
- C. Recreation trail re-alignments will be required in the East Reach due to heavy traffic in the proposed crossings at Grant Street and Broadway.

1. **Broadway to Harrison Crossing – Stage II-3B – Crossing at Broadway** (currently on hold until the next recreation contract.)
 - Additional land, and some construction, will be required to extend a recreation trail along both the sidewalks East and West of Broadway to allow recreation trail continuation.
 - Upon completion of I.U. Northwest modifications on, and adjacent to, Broadway, we may be able to install a permanent trail crossing south of the river and along the line of flood protection, as originally proposed by the COE (Ongoing)
2. **Harrison to Grant Street Crossing – Stage II-3C – Crossing at Grant** (currently on hold until the next recreation contract.)
 - In the Corps letter dated February 7th, 2002, they indicated, under the “remaining East Reach recreation features” response, that these remaining

features will be incorporated into the next recreation contract.

- As part of the Stage III Remediation contract, the access roadway, and ramp up to the existing recreation trail, **have been completed, and accepted, as per the inspection on June 23, 2005.**
 - The remainder of the trail system is currently proposed along the east side of Gilroy Stadium to 32nd Street, then west to Grant, where crossing could be done at the existing stop light.

3. **EJ&E at-grade crossing – East of Cline Avenue**

- A. A letter was sent to the EJ&E RR on March 11, 2005 requesting them to re-visit their requirements which would allow the LCRBDC to install a new at-grade crossing for a recreational trail.
 - A letter was received from the EJ&E RR on April 6 indicating they will not allow an at-grade crossing in this area. They suggest the topography would be most ideal for an under grade crossing.
 - It is currently being reviewed by the Corps. Above grade is restricted by real estate and cost, and the nearest at grade crossings are too far away. This could be done as part of the final Recreation Phase II contract. **(The re-engineering will be coordinated prior to the release of the Recreation Phase II project).**

WEST REACH RECREATION

Cline Avenue Crossing:

1. LCRBDC has contracted First Group Engineering (Dennis Cobb) to coordinate crossing Cline Avenue at the NIPSCO right-of-way.
 - A letter was received from INDOT on March 4 (dated March 1) indicating they had no objection to this crossing.
 - At the March 15, 2005 Real Estate meeting, the COE indicated that this crossing, and the trail from Cline east to the EJ&E RR will be done as part of an upcoming construction contract.

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

- A. In a conversation with Mr. David Orrison (NSRR Coordinating engineer) in January 2005, he indicated that the LCRBDC could not cross over their railroad adjacent to the NIPSCO right-of-way west of Kennedy Avenue (Awaiting the letter).
 1. A letter of reminder was sent to the NSRR on April 4th requesting their position in writing. (No response as of **June 29, 2005**)
 2. Refer to Stage V-2 (V-2A portion) in the Engineering Report for general information.
 3. LCRBDC and the Corps agreed on a conference call on February 16, 2005 that the recreation trail bridge from west of Indianapolis Blvd. would be re-located to an area east of the NIPSCO R/W, west of Kennedy Avenue. (Refer to Item #1 of a letter to the Corps on May 11 requesting written documentation of this major change)

- This will be coordinated in a meeting with Hammond and Highland. We will then be able to cross at an existing at-grade crossing which is to the south on Grand Avenue.
- A letter was sent to the Corps on May 11, 2005 requesting coordination information for both real estate and engineering issues.

C. Stage VIII Trails:

1. Currently on hold as part of the Stage VIII construction due to lack of funding.
2. We received a letter from NICTD on October 15th, 2001 (dated October 9th) indicating problems with the location of our trail on their R/W under I-80/94
 - They feel it is a safety concern and suggested we re-route our trail along their R/W to 173rd Street.
3. A meeting was held with NICTD on March 11th, 2002, to review recreation trail re-alignment, review hydraulic information, and discuss other local and COE concerns.
 - It appears we may be doing our construction in this area before the railroad would be proceeding. It is our intent to use our current design and when they proceed, we can work together accordingly.
4. The trail alignment in this area will be re-visited when the Stage VIII plans come up for review and comments.
 - **As per the revised schedule for construction and expenditures received from the Corps at the June 14, 2005 Real Estate meeting, Stage VIII plans and specifications will be ongoing from July 2005 until October 2007.**

GENERAL:

At a coordination meeting with the Army Corps on May 24, 2005 to review the scheduling and funding for the rest of the project, it was agreed that the line of protection should be the focus of first available money.

- Recreation, river clean-up, and landscaping would be done secondarily.
- This would allow the municipalities to come out of the floodplain at an earlier date.

LAND ACQUISITION REPORT

For meeting on Wednesday, July 6, 2005

(Information in this report is based upon latest data provided at the time the report is put together. Dates and costs may vary depending upon ongoing design and/or coordination with the Army Corps. Report period is from May 26 – June 29, 2005)

EAST REACH – REMAINING ACQUISITIONS

1. In compliance with the Congressman's request to complete the project by December, 2009, we are reviewing remaining East Reach acquisitions for acquisition either on tax sale or from landowner.
2. Two properties we need are on August 2005 Tax Sale. We are pursuing DC517 and DC763. /
3. We will be appraising the "WLTH" Radio property, DC813, on Martin Luther King Drive. The owner has requested we finish this acquisition to determine how the flood control project is affecting his property.

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.
 - Contract currently 95% complete

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. Appraiser Tim Harris will start the appraisal in July, 2005.

STATUS (Stage V-2) Kennedy Avenue to Northcote, both North and South levees

1. Since the Corps has given us permission to contract our own reviewer, we've had a team meeting to coordinate the new appraisal process. On June 13 & 14, we met with Integra Realty Resources, Professional Appraisal Services, Heritage Appraisal Service, Chief of Real Estate in Detroit Vic Kotwicki, Appraisal Chief in Detroit Steve Petrocci, and LCRBDC to discuss the "team" approach. We discussed new Federal rules, appraisal estimates, deliver time, etc. A full report will be presented at the Commission meeting. 2-18
2. We have changed our regular appraiser's contract to reflect the new review procedure. The Corps will be reviewing appraisals only at crediting. 19
3. All recreation features of Stage V-2 are on hold until land acquisition is completed.

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

1. The Woodmar appraisal was submitted on time by Integra Realty Resources. It was e-mailed to Reviewer Chris Borton and his Corps supervisor in HQ in Cincinnati, Paul Klote. Both are conferring as of today's date. We expect an approval soon. 20

STATUS (Stage VI-Phase 1 South) – Kennedy to Liable - South of the river:

Land Acquisition deadline July, 2004

1. Construction is starting and we've heard from two landowners expressing their appreciation that "we are there".

STATUS (Stage VI-Phase 1 North) – Cline to Kennedy – North of the river:

Land Acquisition deadline April 30, 2005

1. Acquisition is complete. Two landowners who filed exceptions to the condemnation court awards are now signing negotiated settlements.

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

Land Acquisition deadline April 15, 2005

1. The LCRBDC signed the ROE on April 15, 2005 and submitted it to the Corps on April 18, 2005.

STATUS (Stage VII) – Northcote to Columbia:

1. In compliance with the Congressman's request to complete the project by December, 2009, we will be re-identifying landowners and parcels, ordering title work and surveys in July 2005, according to our management plan.

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

1. The COE has put Stage VIII on hold. We will be reviewing parcels, cost, schedule on Stage VIII with the Corps in light of Congressman's Visclosky's letter to complete the project by December 2009.

STATUS (Betterment Levee – Phase 1 - Gary) Colfax to Burr Street:

Land Acquisition is completed.

1. This portion of construction will be advertised, paid for, and coordinated by the city of Gary. The COE will oversee the construction to assure compliance with Federal specifications. We still need a signed agreement with Gary before we can sign our right-of-entry.
2. Agreement for easements west of Burr and south of the NSRR were submitted to NIPSCO for approval on February 9, 2005. This agreement was signed on March 28, 2005.

STATUS (Betterment Levee – Phase 2 North of the NSRR east of Burr Street, and ½ mile east, back South over RR approximately 1400':

Land Acquisition deadline is May, 2005

1. At our monthly Corps/LCRBDC Real Estate meeting on March 15, 2005, it was agreed to continue with Burr Street as far as possible. Deadline is August 2005. Corps will possibly know then if they will receive their Burr Street funding. (ongoing)
2. The last private landowner acquisition (DC582/583) is still in condemnation court. Court-appointed appraisers will be sworn in when family attorneys agree to a date. (ongoing)
3. A uniform offer of \$20,700 for an easement acquisition was sent to the NSRR on June 6, 2005. We've spoken with railroad representatives and they have informed us that the offer and easement have to be reviewed by Engineering, Transportation, Operations, Real Estate, etc. The process could take six months. We will not meet our August/September deadline.

21 +
22

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

1. We will be reviewing parcels, cost schedule with the Corps in light of Congressman Visclosky's letter to complete the project by December 2009.
2. **DC810/811 involves 13 separate lots. We will contact the new owner after the sale is recorded.**

23

CREDITING:

1. LCRBDC had a conference call with John Weaver of INDOT on March 16, 2005 requesting incremental cost data at Cline Avenue that would substantiate crediting. Best estimate still is in the range of \$300,000-\$400,000. (ongoing)
2. **We are officially transferred to the Detroit Corps.**

GENERAL INFORMATION:

1. **We continue to supply information to the Congressman's Office as requested.**
2. **We have a total of \$1,892,943 in crediting pending at he Corps.**

24

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Louis Casale" <lcasale@cwblawfirm.com>; "Angela Ogrentz" <aogrentz@cwblawfirm.com>
Sent: Wednesday, June 08, 2005 2:57 PM
Subject: two properties we need - on 8/30/05 tax sale

8 June 05

Dear Lou,
cc: Angie

I have found two properties that we need for the East Reach listed on the Lake County Commissioners 30 August 05 tax sale. I phoned Rosa Rosas at the Lake County Government Center and she said to:

- send a letter to Gerry Scheub asking to purchase the properties before the sale,
(I think you already have a letter from past sales)
- we'll be issued a Tax Title Deed and have to pursue quiet title,
(could we get Mark Goodrich's help again?)
- then we'll receive a Deed from the county.

I need to take make an inspection of the properties. The properties are:

- 1.) DC 517 owner [REDACTED]
429 East 27th Avenue Gary
Lot 17 Block 1 Liberty Farmettes
Key # 25) 45-0407-0017
- 2.) DC 763 owner [REDACTED]
1619-35 East 23rd Avenue Gary
Lot 92 Carver Small Farms
Key # 25) 42-0299-0002

Could you get the paperwork going and I'll be in touch with you? Please call if questions. Thanks!

JV

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

*Spoke with Lou 6/9/05
"he'll get going on it."
Jm.
6-9-05*

6/8/05



IN REPLY REFER TO

17 June 2005

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
BOX 1027

DETROIT, MICHIGAN 48231-1027

Ms. Judy Varnos
Land Acquisition Agent
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368

VIA FACSIMILE 219.762.1653

RE: Action Items for Little Calumet River Flood Control and Recreation Project

Hi Judy:

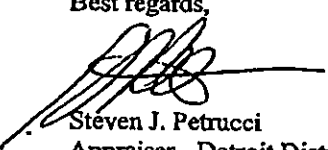
Per our conversation, enclosed are the following items we discussed during our June 13&14 2005 kick-off meeting with TEAM players:

- 1) Modification of the 5/5/05 Little Cal Stage/Phase Cost Estimate to include an estimated cost for the initial Appraisal Review and an estimated cost to update the Appraisals and Appraisal Reviews for Court purposes.
- 2) Internet web page to access the latest Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book):
<http://www.usdoj.gov/enrd/land-ack/>
- 3) Copy of "Effective Acquisition Under the Updated Uniform Act Regulation" (IRWA May/June 2005).

I will also be sending you an example Scope of Work for Appraisal Review Contract by next week.

Please contact us to discuss any questions you may have.

Best regards,


Steven J. Petrucci
Appraiser - Detroit District
477 Michigan Ave. 6th Floor
Detroit, Michigan 48226
Phone: 313.226.3399
Email: steven.j.petrucchi@lre02.usace.army.mil

*Attached is
Detroit's figures
incurred costs of
Contracting on own
appraisal reviewer.
See incorporate
the figures for
a new
project cost
estimate
for 6/20/05*

cc: V. Kotwicki, Chief, Real Estate Division
w/o attachments

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

FLOOD PROJECT ESTIMATED COST BY STAGE/PHASE (6/05 to 9/07) (dated 5/5/05)

GRAND TOTAL = \$12,135,378 (plus recreation contract)

First Priority:

BURR STREET BETTERMENT LEVEE: \$ 900,000

Deadline 9/05

Burr Street (Gary Phase I) Construction = \$ 300,000 (\$1.4 mil contribution from Gary)

Burr Street (Little Cal Phase) Construction = \$ 600,000

TOTAL ESTIMATED \$ 900,000

STAGE V-2 TOTAL = \$ 3,717,853 (see page 3 for explanation)

Start 6/05 to 10/06 for 43 Acquisitions

Title Work: 43 @ \$385 per	\$ 16,555	
Surveys: 43 @ \$2,000 per	\$ 86,000	
Appraisals: 43 @ \$2,500 per	\$ 107,500	+ 43 APPRAISAL REVIEWS @ \$1,000 = 43,000
Land Acquisition: Does the below include ADMINISTRATIVE FEES, CLOSINGS, ETC?		
Residential: 16 @ \$3,500	\$ 56,000	✓
Corporate: 17 @ varied amounts	\$ 840,500	
Municipal: 5 @ \$10,000	\$ 50,000	
NIPSCO: 2 @ \$9,000	\$ 18,000	
INDOT: 2 @ \$5,000	\$ 10,000	
Railroads: 2 @ \$45,000	\$ 90,000	
Unknowns: 0	\$ 0	
*Condemnations: 21 @ \$7,500	\$ 157,500	+ APPRAISAL UPDATE FOR COURT @ \$1,000 = 21,000
**Utility Relocation: 75 relocations	\$1,728,298	
Local Spon. 5% Construction Cost Share	\$ 550,000	(Fed. construct. contract \$1.1 mil) 121,000
TOTAL ESTIMATED	\$ 3,710,353	

REVISED 3,714,353

STAGE V-3 TOTAL = \$ 1,254,195

Start 9/05 To 1/07 for 7 Acquisitions

Title Work: 7 @ \$385 per	\$ 2,695	
Surveys: 7 @ \$2,000 per	\$ 14,000	
Appraisals: 7 @ \$2,500 per	\$ 17,500	+ APPRAISAL REVIEWS = \$7,000
Land Acquisition: (SEE QUESTION ABOVE)		
Residential: 0	\$ 0	
Corporate: 1 (Woodmar C.C.)	\$1,000,000	
Municipal: 2 @ \$10,000	\$ 20,000	
NIPSCO: 0	\$ 0	
INDOT: 3 @ \$5,000 per	\$ 15,000	
Railroads: 1 @ \$45,000	\$ 45,000	
Unknowns: 0	\$ 0	
*Condemnations: (1) @ \$15,000	\$ 15,000	+ APPRAISAL UPDATE FOR COURT = \$1,000
**Utility Relocations: 0	\$ 0	
Local Spon. 5% Construction Cost Share	\$ 125,000	(Fed. construct. contract \$2.5 mil)
TOTAL ESTIMATED	\$ 1,254,195	

REVISED \$1,262,195

REVISIONS
ADDED
17 JUNE 2005

ALL ADDED REVISIONS
ARE ESTIMATED...
ACTUAL COSTS MAY VARY.

STEVE PETRUCCI
APPRAISER
DETROIT DISTRICT

STAGE VII TOTAL = \$ 1,767,755

Start 1/06 to 3/07 for 63 Acquisitions

Title Work: 63 @ \$385 per	\$ 24,255	
Surveys: 63 @ \$2,000 per	\$ 126,000	
Appraisals: 63 @ \$2,500 per	\$ 157,500	+ 63 APPRAISAL REVIEWS @ \$1750 = \$ 47,250
Land Acquisition: (SEE ABOVE QUESTION)		
Residential: 29 @ \$3,500	\$ 101,500	
Corporate: 1 @ est. amount	\$ 200,000	
Municipal: 13 @ \$10,000	\$ 130,000	
NIPSCO: 2 @ \$9,000	\$ 18,000	
INDOT: 0	\$ 0	
Railroads: 0	\$ 0	
Unknowns: 18 @ \$3,500	\$ 63,000	
** Condemnations: 25 @ \$7,500	\$ 187,500	+ APPRAISAL UPDATES FOR COURT = \$25,000
** Utility Relocation: total	\$ 460,000	
Local Spon. 5% Construction Cost Share	\$ 300,000	(Fed. construct. contract \$6 mil)
TOTAL ESTIMATED	\$1,767,755	
	<u>REVISED</u>	<u>1,840,005</u>

STAGE VIII = TOTAL \$ 3,261,815

Start 4/06 to 9/07 for 119 Acquisitions

Title Work: 119 @ \$385 per	\$ 45,815	
Surveys: 119 @ \$2,000 per	\$ 238,000	
Appraisals: 119 @ \$2,500 per	\$ 297,500	+ 119 APPRAISAL REVIEWS = \$207,250
Land Acquisition: (SEE ABOVE QUESTION)		
Residential: 79 @ \$3,500	\$ 276,500	
Corporate: 5 @ est. amounts	\$ 312,000	
Municipal: 29 @ \$10,000	\$ 290,000	
NIPSCO: 0	\$ 0	
INDOT: 3 @ \$5,000 per	\$ 15,000	
Railroads: 1 @ \$45,000	\$ 45,000	
Unknowns: 2 @ \$3,500	\$ 7,000	
** Condemnations: 50 @ \$7,500	\$ 375,000	+ APPRAISAL UPDATES FOR COURT = \$50,000
** Utility Relocation:	\$ 910,000	
Local Spon. 5% Construction Cost Share	\$ 450,000	(Fed. construct. cost \$9 mil)
TOTAL ESTIMATED	\$3,261,815	
	<u>REVISED</u>	<u>3,401,065</u>

OTHER COSTS = \$ 1,541,200

Mitigation Construction Cost Share =	\$ 175,000	
Pump Stations Cost Share =	\$ 375,000	
** Professional Services = 28 mon. x \$35,400 per =	\$ 991,200	
TOTAL ESTIMATED	\$ 1,541,200	

TBD

(DID NOT ADJUST)

- * + ADD ADD'L \$1,000 PER PARCEL TO DO SECOND REVIEW
- * Condemnations are \$7,500 per acquisition (\$1,500 for 3 court appraisers = \$4,500 plus \$3,000 for attorney fees calculated at 50% condemnation rate of total acquisitions per stage/phase)
- ** Utility Relocations are based on 2/94 drawings and will be brought up-to-date as the project progresses OR UPDATED APPRAISAL FOR COURT.
- ** Professional Services of \$35,400 per month for 28 months calculated from 6/05 to 9/07

STAGE V-2 is actually two sections:

Kennedy to the N. & S. Railroad

Title Work:	23 @ \$385 per	\$	8,855 (already started)	
Surveys:	23 @ \$2,000 per	\$	46,000 (already started)	
Appraisals:	23 @ \$2,500 per	\$	57,500 (to be assigned May 05) + APPRAISAL REVIEW =	
Land Acquisition: (see question above)				\$23,000
Residential:	14 @ \$3,500	\$	49,000	
Corporate:	3 @ varied amounts	\$	150,500	
Municipal:	3 @ \$10,000	\$	30,000	
NIPSCO:	2 @ \$9,000	\$	18,000	
INDOT:	0	\$	0	
Railroads:	1 @ \$45,000	\$	45,000	
Unknowns:	0	\$	0	
* Condemnations:	(11) @ \$7,500	\$	82,500 + APPRAISAL UPDATE FOR COURT =	\$11,000
** Utility Relocation:	75 relocations	\$	1,728,298	
Local Spon. 5% Construction Cost Share		\$	550,000 (total contract \$1.1 mil)	
TOTAL =			\$2,765,653	
	REVISED		2,799,653	

N. & S. Railroad to Northcote Avenue

Title Work:	20 @ \$385 per	\$	7,700	
Surveys:	20 @ \$2,000 per	\$	40,000	
Appraisals:	20 @ \$2,500 per	\$	50,000 + APPRAISAL REVIEW =	\$20,000
Land Acquisition: (see question above)				
Residential:	2 @ \$3,500	\$	7,000	
Corporate:	14 @ varied amounts	\$	690,000	
Municipal:	2 @ \$10,000	\$	20,000	
NIPSCO:	0	\$	0	
INDOT:	2 @ \$5,000	\$	10,000	
Railroads:	1 @ \$45,000	\$	45,000	
Unknowns:	0	\$	0	
* Condemnations:	(10) @ \$7,500	\$	75,000 + APPRAISAL UPDATE FOR COURT =	\$10,000
** Utility Relocation:		\$	0 (In Stage V-2 Kennedy Ave. to Railroad)	
Local Spon. 5% Construction Cost Share		\$	0 (In Stage V-2 Kennedy Ave. to Railroad)	
TOTAL =			\$ 944,700	
	REVISED		1,747,700	

3 May 05

Judy Vamos

From: "Petrucchi, Steven J LRE" <Steven.J.Petrucchi@lre02.usace.army.mil>
To: <jvamos@nirpc.org>; "Klote, Paul J LRDOR" <Paul.J.Klote@lrdor.usace.army.mil>; "Kotwicki, Victor L LRE" <Victor.L.Kotwicki@lre02.usace.army.mil>
Sent: Monday, June 20, 2005 10:28 AM
Attach: Appraisal Review Contract.doc; APPR Rev Con.pdf
Subject: DRAFT Appraisal Review Contract/Scope of Work

Good Morning,

Per our kick-off meeting (6/13&14/05), I was asked to provide Judy a sample Review Contract / Scope of Work to assist the LCRBDC in their contracting process.

Attached is a DRAFT Fee Appraisal Review Contract / Scope of Work for your review, comment, editing, etc.

Please feel free to discuss, add, modify, or omit anything as needed. The idea is to hammer-out a document that will be acceptable to all and fit the specific needs of the Little Cal River Basin Development Comm.

Also attached for Judy's FYI are the specific requirements from the Uniform Appraisal Standards for Federal Acquisitions.

I look forward to working with you on this document.

Steve Petrucci
Appraiser
Detroit District
313.226.3399

*New Reviewer
Contract Attached.
This is an
example.
Jm.
6/20/05*

DRAFT

Contract Appraisal Review Assignment Proposal & Fee Estimate

This is a solicitation for your bid to prepare a Fee Appraisal Review Contract for the Little Calumet River, Indiana Flood Control and Recreation Project.

Brief description of parcels / type of appraisal conducted here: _____

The Appraisal Review Contractor's duties and responsibilities include but not limited to the following: The Review Appraiser will examine each appraisal report to ensure compliance with the Uniform Appraisal Standards for Federal Land Acquisitions, the Uniform Standards of Professional Appraisal Practice (USPAP), and, if applicable, the State of Indiana Department of Transportation Appraisal Requirements:

A) This written review analysis will address the following aspects of the appraisal report in the following manner as stated in the Standards for Review of Appraisals:

- 1) A concise description of the subject property citing appropriate dimensions, areas, improvements, zoning, utilities, Highest & Best Use, etc.
- 2) A summary of the appraised values derived from the Cost, Income, and Market approaches and correlated value conclusion as applicable.
- 3) A comprehensive discussion regarding the appraiser's methods of valuation along with appropriate comment regarding the appropriateness of the sales data and other supporting data utilized in the report and also reasonableness and logic involved in the appraiser's adjustments of sales data.

B) In addition to the written analysis, a Signed Review Appraiser's Certification as set forth by the Uniform Appraisal Standards for Federal Land Acquisitions and/or the Uniform Standards of Professional Appraisal Practice (USPAP) Rule 2-3 must be submitted with each appraisal review report:

C) It will be the Review Appraiser's responsibility to inspect the subject property and verify sales data for reliability.

D) All mathematics must be checked for accuracy.

E) In the case of a project involving numerous appraisals, parcels, or appraisers, the Review Appraiser shall make all reasonable effort to ensure that appraised land values are relatively consistent between the appraisers along the project alignment.

F) The reviewer will contact the appraiser to secure corrections and explanations necessary to provide an acceptable appraisal report.

G) The USACE District appraiser shall be contacted at least monthly regarding review progress and/or to address specific review concerns encountered.

H) If necessary, the Review Appraiser may be required to provide updated reviews of updated appraisals for Court purposes. A fee estimate for this function shall be included in this proposal.

I) If necessary, the Review Appraiser may be required to testify in Court. A fee estimate for this function shall be included in this proposal.

J) If applicable, Fixture appraisals are to be reviewed by a qualified Fixture Review Appraiser. A copy of the fixture review shall be furnished to the Review Appraiser. Also if applicable, a Building Salvage Value letter shall be furnished to the Review Contractor. These figures shall be included in the Appraisal Review by the Appraisal Review Contractor.

K) If applicable, for those parcels where two appraisals are ordered (double) and there exists a substantial divergence of value, the review appraiser will attempt to reconcile the differences through normal review procedures and consequently bring the respective concluded values within a more acceptable range.

If, after thorough discussions with both appraisers regarding their value conclusions, and the noted differences between the two reports, there still exists a substantial value spread, the review appraiser will contact the District Appraiser to determine whether a combined meeting with the two fee appraisers, the review appraiser, and the District Appraiser would be beneficial and warranted. If the District Appraiser concludes that a meeting should be scheduled, the review appraiser will arrange the meeting date at the earliest possible time for all concerned.

After the meeting, if the two value conclusions cannot be reconciled, the reviewer will complete a review analysis explaining the differences and then recommend what he concludes to be the proper value and/or action.

L) Date of Delivery: _____

M) Typed original and four copies of each appraisal review will be delivered to:

Ms. Judy Vamos

Land Acquisition Agent

Little Calumet River Basin Development Commission (LCRBDC)

6100 Southport Road

Portage, Indiana 46368

N) This contract is subject to penalty in the form of liquidated damages if performance of either the entire contract or any individual parcels in the contract are delayed beyond the due date. Damages are to be assessed in a sum of money equal to one third of one percent (1/3 of 1%) per calendar day for the first fifteen days; and after the fifteenth day, the amount shall be increased to one percent (1%) per calendar day of the total fee.

Upon written request by the review appraiser, an extension of time may be granted by the LCRBDC. This extension is to be in writing and may be granted in the event the review appraiser has not received from the LCRBDC proper information needed to complete the reviews. Or, in the event other extenuating circumstances occur, the time may be similarly extended. It is further agreed that if a liquidation of damages is imposed pursuant to the aforesaid provisions, any money due and payable to the LCRBDC thereby, may be retained out of any money earned by the review appraiser under the terms of this contract.

O) Please submit your bid, along with a write-up of your understanding of the scope of the work to be performed to the LCRBDC Office within 10 days of receipt of this request for proposal. A self addressed envelope is enclosed for your convenience.

Scope of Work

SCOPE OF WORK
REAL ESTATE APPRAISAL
OF PRAXAIR-LINDE BUILDING #31

*Detroit Scope
of Work. Received
6/24/05 to compare
to prev. app.
6/24/05*

SCOPE: This is a solicitation for your bid to prepare a narrative appraisal report in compliance with the Uniform Appraisal Standards For Federal Land Acquisitions, (USAFLA), Washington, D.C. 2000 and the Uniform Standards of Professional Practice (USPAP). At a minimum, the appraisal must meet the USPAP requirements for a Complete Appraisal in a Self-Contained Appraisal Report Format.

The UASFLA is available via the Internet at <http://www.usdoj.gov/enrd/land-ack/>
The USPAP is also available via the Internet at <http://www.appraisalfoundation.org/uspap/toc.htm> The bid submitted in response to this request must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract.

PROPERTY LOCATION: Praxair-Linde, Inc.
175 East Park Drive
Town of Tonawanda, Erie County, New York

OWNER OF RECORD: Praxair-Linde, Inc.

PURPOSE OF APPRAISAL: The purpose of the appraisal is to provide an independent opinion of Real Estate market value to aid in the evaluation of the subject property (Building 31) for possible acquisition purposes and subsequent demolition in conjunction with concurrent contamination remediation actions by the Federal Government on the subject property.

ASSIGNMENT: Prepare a Total Acquisition appraisal in accordance with the described Scope and Purpose.

BRIEF BUILDING DESCRIPTION: Building 31 is one of numerous buildings located on the 100-acre+ Praxair-Linde research and development property. The irregular-shaped Class C Industrial masonry/steel building was constructed in the 1940's with another warehouse added in 1960. Essentially a free-standing two-story warehouse, the second story and the former high-bay room was converted into office area. Total square footage is estimated at 27,000 s/f +. See attached floor plan and photos.

DATE OF VALUATION: Determined as of the appraiser's last date of inspection.

VALUE REQUESTED: Fair Market Value as of the Date of Valuation.

The following definition of Market Value **must be used in the appraisal**:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration, to all available economic uses of the property at the time of the appraisal*

*Uniform Appraisal Standards For Federal Land Acquisitions, Section B-2, Page 30.

INTEREST TO BE APPRAISED: Fee Simple Estate. (Provide Definition in Report)

All applicable approaches to value should be considered. The appraisal shall include a comprehensive analysis of the Highest and Best Use of the subject as vacant and as improved.

The Highest and Best Use analysis shall provide written reasoning to the extent and detail required to support opinions of value. The Highest and Best Use conclusion must be for an economic use. So called "public interest value", including but not limited to, preservation and conservation, or any non-economic highest and best use is not acceptable. Sales to and from public or quasi-public agencies are not acceptable as comparables unless the appraiser can demonstrate that the transfers were at arm's length, free from any threat of condemnation or inducement including, but not limited to, tax incentives not available to the general public. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define, or explain the basis for all analysis and conclusions.

The appraisal report must be so complete, consistent, and comprehensive that a reviewer can clearly understand the methodology used by the appraiser to arrive at value estimates.

The description of subject land and buildings shall include a discussion of any deficiencies or sufficiency's which affect value. By example, wetlands, drainage ways, any market stigma, etc. In the case of the subject, the appraisal shall assume that Building 31 is free of any structural or subsurface contaminants.

The report shall contain adequate color photographs of subject site and improvements. The report shall also contain adequate discussion of comparable sales with complete write-up, color photos, and location map.

Tangible personal property not defined as realty shall not be included in the value estimate.

INSPECTIONS: The appraiser is required to personally speak with the owner(s) or their agents or representatives. The appraiser will offer the owner or his designated

representative the invitation to accompany him/her in the detailed inspection of the property and give careful, considerate attention to all the information and comments offered. The owner may be a prime source of detailed information of importance.

ORIGINALS/COPIES: One original with original signatures and photographs and six (6) copies with original signatures and photographs shall be furnished.

SUPPLIED MATERIALS: Upon Notice to Proceed, the following materials will be supplied:

- 1) Legal description of the property to be appraised.
- 2) Name & phone number of contact for site inspection.

DELIVERY: The appraisal report and all copies shall be submitted on or before 45 days after Authorization to Proceed with the assignment.

PLACE OF DELIVERY: United States Engineer District, Detroit
ATTN: Victor L. Kotwicki, Chief, Real Estate Division
McNamara Federal Building, 6th Floor
477 Michigan Avenue, Detroit, Michigan 48226

APPRAISER LICENSING: The responsible appraiser must be the principal appraiser/owner of the appraisal company and licensed as a Certified General Appraiser in the State of New York. The responsible appraiser must also possess an MAI designation. The responsible appraiser shall be identified and a copy of the appraiser's qualifications and current license must be submitted with the bid proposal. The report will be certified and signed by the Principal Appraiser.

CONFERENCES: The appraiser shall be available for conferences, either by phone or at his/her office for no additional charge.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT: The appraiser shall modify or supplement any appraisal report when additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report. Where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either the Uniforms Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. Corrections for errors (i.e. methodology, math, or typographical) discovered during the appraisal review process shall also be provided at the request of the Review Appraiser. This service shall be rendered without additional cost.

PAYMENT: The sum set out in the contract for the appraisal report shall constitute full payment to the appraiser and shall include all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports upon delivery and acceptance of such reports accompanied by a properly certified invoice.

The appraisal report will be reviewed by an authorized review appraiser. The appraiser will be required to clarify any issues. The work product will be accepted for review with payment authorized upon appraisal review approval.

The report, as reviewed and approved, will be submitted to the indicated Place of Delivery by 45 days after Date of Authorization to Proceed with the assignment.

APPRAISAL REPORTS TO BE CONFIDENTIAL: All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The appraiser shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the United States Corps of Engineers.

The bid submitted must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract. A copy of this Scope of Work shall be included in the addendum of the appraisal.

Please address any questions to: Vic Kotwicki, Chief, Real Estate Division @ 313. 226.3480

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Steven Petrucci" <Steven.J.Petrucci@lre02.usace.army.mil>
Sent: Friday, June 24, 2005 1:28 PM
Attach: Woodmar Scope of Work.doc
Subject: LCRBDC Appraisal Scope of Work

24 June 05

Dear Steve,

Attached is the Appraisal Scope of Work we used for [REDACTED]. This is the form I've used for other appraisals. Ours is not a "bid" for work since we don't bid for appraisals. We request and compare work estimates after the appraisers do a visual inspection of the property.

Our commissioners have set \$7,000 as the cap for professional contracts without a bid and most of our appraisals are \$2,500 to \$3,000. When the Chicago Corps had an Appraisals Reviewer he would oversee our real estate and approve the cost of appraisals, however, that hasn't happened in a while.

Call if questions. Thanks.

JV

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

*Detroit requested
info from us for
your practices.
JW
6/24/05*

*Detroit + LCRBDC
"Scope of Work" are
attached.*

**SCOPE OF WORK
REAL ESTATE APPRAISAL**

Owner: (Name)
(DC Number)
(Stage/Phase)

(Date)

LITTLE CALUMET RIVER FLOOD CONTROL AND RECREATION PROJECT

PURPOSE OF APPRAISAL:

The purpose is to estimate the *as is* market value of the fee simple interest held by a private entity *Before and After* the imposition of the following easements by the LCRBDC. Estates needed:

- 1.) Flood Protection Levee Easements
- 2.) Temporary Work Area Easements
- 3.) Flowage Easements
- 4.) (others listed as needed)

The *Before and After* estimate will address any *damages* as a loss to the remainder. All estimates are to be utilized by LCRBDC for acquisition purposes. NOTE: This site is improved.

This parcel generally fronts Northcote Avenue on the west, Indianapolis Boulevard (Rte. 41) on the east, Wicker Park on the south, and I-80/94 on the north.

SCOPE:

A. The appraisal report is to be prepared in compliance with the *Uniform Appraisal Standards For Federal Land Acquisitions*, as amended and provided by LCRBDC and the *Uniform Standards of Professional Appraisal Practice (USPAP)*, as amended. Section B-1 CONTENTS OF APPRAISAL REPORT: of B. DATA DOCUMENTATION AND APPRAISAL REPORTING STANDARDS, pages 63 to 83 of *Uniform Appraisal Standards For Federal Land Acquisitions* shall be the minimum reporting standard. Section C-13 PROJECT APPRAISAL REPORTS:, pages 100 through 110, may be requested in advance where a *mass appraisal* is in the best interest of the project.

B. The report shall include the following value estimates:

1. *Fee Simple as is* value estimate of lands, buildings and site improvements that form the subject property *Before and After* imposition of the easements referenced above in the Purpose of the Appraisal.
2. *Salvage value estimates* of any improvement should mentioned to satisfy construction requirements

C. The appraisal shall include analyses of economic Highest and Best Use that provide written reasoning to the extent and detail required to support the opinions of value. All Highest and Best Use Analyses conclusions must be for an economic use. So called "public interest value" including but not limited to preservation and conservation or any noneconomic highest and best use are not acceptable. Sales to and from public or quasi public agencies are not acceptable as comparables unless the contractor can demonstrate that the transfers were at arms length, free from any threat of condemnation or inducement including but not limited to tax incentives not available to the general public.

LCRBDC
Scope of Work
for an
appraisal
JF
6/24/05

D. Uneconomic remnants (so called severance damages) as a result of the project must be valued on a *Before* and *After* basis. If, in the opinion of the contractor, an easement will result in a *permanent damage*, the appraisal will be in the *Before* and *After* format. This methodology will estimate the value of the estate taken as well as any loss to the remainder. A *damage* that is considered *temporary* in nature does *not* require the *Before* and *After* format. *Damages* that are curable due to the passage of time or by other mitigating circumstances (ten years or less for both), may use economic rent (income) as a basis for estimating a short term damage.

E. Hazardous, Toxic, Radioactive Wastes (HTRW)

In the event that the Contractor, through ordinary and usual means available to real estate appraisers and/or as provided by LCRBDC, determines that the subject site is impacted or contaminated by HTRW, value estimates shall be reported as follows: HTRW regulated under CERCLA shall be estimated on an *As Remediated* or *As Clean* basis if the Purpose Of Appraisal above is for *crediting* purposes. If the Purpose of Appraisal is to *acquire* an interest from a private land owner or if it is found that a project owned parcel(s) is impacted or contaminated by an HTRW that is *not* regulated by CERCLA, the appraisal shall estimate value(s) *As Is*. The contractor shall provide to the LCRBDC, through the report, the basis for any determination as to HTRW. Contact LCRBDC before proceeding if you have any questions in regard to this paragraph.

F. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define and explain the basis for all analyses and conclusions. Appraisals must be well-supported with documents that follow a logical and factual sequence to arrive at an estimate of value. Each report will be reviewed for its completeness, comprehensiveness and consistency. Appraisals shall clearly and fully describe, define and explain the basis for analyses and conclusions. Each report shall be so sufficient that a far removed reviewer can clearly understand and explain, if necessary, the methodology used to arrive at the value estimate. Discussions, explanations, analyses should only be long enough to convince the reader that the resulting conclusions are reasonable and probable.

G. Tangible personal property not defined as realty shall not be included in value estimates.

H. *Cost to Cure* estimates, if any, shall not exceed the estimated damage(s) from any *Before* and *After* appraisal and report. Any *cost to cure* estimate of damage shall include direct and indirect costs to cure, effects of delay, if applicable, and entrepreneurial profit, if appropriate.

I. The description of subject land and buildings shall include a discussion of deficiencies and sufficiencies which affect value. By example, wetlands, drainageways, etc. normally can not be developed for an economic use and can not be included in density calculations for land use in most jurisdictions. Therefore, undevelopable land, for any reason, can not be appraised as equivalent with upland areas when estimating value. Another example would include improved properties that contain elements of functional obsolescence or superadequacies that affect value. An item of functional obsolescence may diminish the value of a property while a superadequacy, by definition, is an overimprovement that would not increase the overall value of the property in an amount that would equal or exceed the cost of the overimprovement when installed new.

J. All market analyses utilizing the *Sales Comparison Approach* will include an *adjustment grid* that, in terms of dollar or percentage adjustments, measures the relative differences between the subject and each comparable cited. All adjustments must be explained and appropriately supported. Each must be consistent and logical. Gross adjustments in either dollars or percentages that exceed 30% are not acceptable unless it can be demonstrated that the comparable is critical to the final value conclusion and there are no available substitute sales that are more comparable to the subject.

K. A permanent easement is an estate and not a fee acquisition of a part taken. Therefore, a value estimate less than fee for a permanent easement is required. The location and extent of a permanent easement may leave a landowner with little remaining utility. The appraiser is to be guided by that understanding applying "D." above as required.

L. Temporary easements of less than three (3) years should not be discounted. The estimated values for an economic return or rent on project land areas are de minimis and need not be further reduced by discounting for this period of time. A temporary easement that exceeds three (3) years shall be discounted in the fourth (4) year and beyond.

M. Site improvements located within permanent and temporary work easements that have been identified to be demolished and removed shall be appraised *as is*. Salvage values must be assigned by the appraiser for these items. Those site improvements scheduled for removal can be sold back to the homeowner for the salvage value with the understanding that the owner will remove the items at their own expense within a time frame in accordance with the construction schedule.

N. Landscaping scheduled for removal within all project work areas should be replaced as a project cost, not as items of compensation. To value landscaping to be removed within project limits for compensation purposes and at the same time replace it at completion would result in a windfall. When dealing with landscaping including trees, the unit rule as adopted by court decisions proffers that different elements of a parcel are not to be separately valued and then added together. A property is to be valued as an entirety, a whole. The various parts of that whole are to be considered only as they contribute to the overall value, avoiding a cumulative appraisal. An analysis of separate elements with a conclusion that they either enhance, diminish and/ or do not affect the value of the whole must be supported by market evidence. For instance, a treed lot should be compared to sales of *treed* lots. Comparing a *treed* lot to an *open* one may have a market supported adjustment that indicates the contribution to value of the trees to the entire site. However, an adjustment for a tree or trees as separate elements will generally be unacceptable.

O. Ownership - Value estimates will be furnished for a contiguous area of land owned by the same person, entity. Land will be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc, if interests held by the owners(s) are uniform and a reasonable likelihood exists for a near term integrated unitary purpose.

PROPERTY LOCATION:

(use legal and general description of the property)

OWNER OF RECORD/ SUBJECT IDENTIFIERS/ LAND AREA:

OWNER/ADDRESS/PHONE of RECORD: (name)

KEY NUMBER(S): (list)

LAND AREA: (amount of total square footage or acreage)

FORMAT:**Narrative Appraisal Report**

In order to meet the requirements as an *Appraisal Report*, it must comply with Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice as amended. A *Restricted* report is not acceptable. A report identified as *Limited* means that the *Departure Provision* has been invoked. Any appraisal that invokes the *Departure Provision* must be approved in advance. If approved, a prominent section at the beginning of the report must be included that clearly identifies the extent of the appraisal process and the *departure(s)* taken.

ORIGINALS/ COPIES:

(Reference: SCOPE: A.)

Three originals with original signatures and photographs (digitals are acceptable) shall be furnished that comply with the Reporting Standards of Uniform Appraisal Standards For Federal Land Acquisitions and Uniform Standards of Professional Appraisal Practice.

SUPPLIED MATERIALS:

Upon issuance of a Notice to Proceed by LCRBDC, the following materials will be supplied:

1. Legal description of the subject property, with estates (name easements) to be appraised. All descriptions will include areas and dimensions.
2. Current title report that includes easements of record that run with the site
3. Assessor's maps with KEY number annotations
4. Plot Plan
5. National Wetlands Maps and Flood Plain Maps, if needed

INSPECTIONS:

The appraiser is required to personally speak with the owner(s), their agents or representatives. In the case of this assignment this may require the appraiser of record to meet with the owners' attorney(s) or others.

The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance.

DELIVERY:

A. The Contractor agrees to submit the completed appraisal report and all copies to the LCRBDC on or before the agreed time as stated in the contract.

B. The appraisal report and all copies shall be submitted within _____ calendar days after official notice to proceed.

PLACE OF DELIVERY:

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

In care of: Ms. Judith (Judy) Vamos, Land Acquisition Agent

APPRAISER LICENSING:

The *responsible appraiser* must be licensed as a **Certified General Appraiser**. The responsible appraiser shall be identified and a copy of a current Indiana license must be submitted with the bid proposal.

CONFERENCES:

Contractor shall make themselves available for conferences, either by phone, at the office of the contractor or the office of LCRBDC. Said conferences are without additional cost to the contract.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT(S):

Contractor shall modify or supplement any appraisal report where additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report; where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either Uniform Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met.

PAYMENT:

The sum set out in the contract for the appraisal report shall constitute full payment to the contractor and shall include costs of all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports in toto upon delivery and acceptance of such reports accompanied by a properly certified invoice.

APPRAISAL REPORTS TO BE CONFIDENTIAL:

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The contractor shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the LCRBDC.

***** END *****

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Louis Casale" <lcasale@cwblawfirm.com>
Sent: Monday, June 20, 2005 2:43 PM
Attach: Wicker contract for appraiser John Snell.doc
Subject: Wicker appraisal contract with the appraiser

20 June 05

Dear Lou,

Attached is our regular contract for appraisers to complete an appraisal. I've spoken with John Snell who's to do an update on his Wicker Park Appraisal and I just read all the references in here to "approval by the Army Corp reviewer." We will not be using an Army Corps Reviewer.

Please look at this contract and delete the references to the "Army Corps reviewer" and insert - what- "independent contractor reviewer" - ? Mr. Snell is waiting on the contract to update his appraisals. Priority on this one. Thanks!

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

*Our contract needs
to be changed to
reflect the change
in appraisal review.
Jm
6/20/05*

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Patricia McGarr" <pmcgarr@irr.com>
Sent: Wednesday, June 08, 2005 3:55 PM
Subject: info on Monday 6/13/05 mtg. at LCRBDC

DE
1199

8 June 05

Dear Pat,

First - thank you, thank you, thank you for getting the Woodmar Appraisal in on time to me and the Corps. I know how much work it took by everyone and I am truly appreciative. We'll wait now for Chris B. to approve it so we can make the offer.

Second - when you attend the meeting with the new Corps Real Estate personnel on Monday 6/13/05 at 1:00 pm, would you please bring a copy of your qualifications for their review?

Thirdly - thank you, thank you, thank you for the Woodmar Appraisal.

JV

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

Woodmar Appraisal in on time.
Also e-mailed to Chris Bortone
Corps. Personnel. Jv.
6/8/05

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*
DAVID W. MASSE
MARK A. GOODRICH
DANETTE GARZA
*LICENSED IN INDIANA & ILLINOIS

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
CAROL E. BERWANGER
PAMELA R. MILLER
KAREN SHANAHAN
MICHELLE L. POLING

FINANCIAL COORDINATOR
CHRISTY DUERR

June 6, 2005

Norfolk and Western Railway Company
Attention: Karl Autenrieth, Business Department
1717 Arch Street, 49th Floor
Philadelphia, PA 19103

CERTIFIED MAIL NO. 7004 1160 0001 9682 5657

RE: PT. W2. NW. SE. PT. W2. SW. NE. S.24 T.36 R.9 1.84 A. R. OF W. 50 FT.
EACH SIDE OF R.R. SUBJ. TO EASMT.

Dear Mr. Autenrieth:

Enclosed please find an original and one copy of a Uniform Easement Acquisition Offer. The Little Calumet River Basin Development Commission is prepared to offer you \$20,700.00 for the described land.

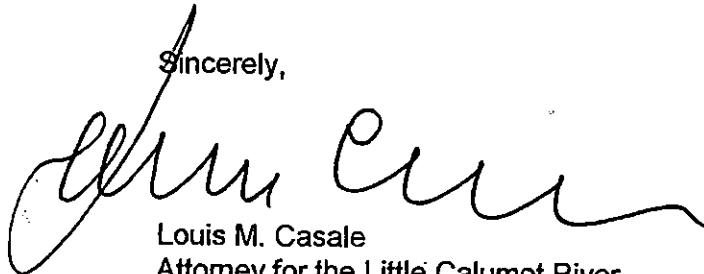
In accordance with Indiana Code (IC) 32-24-1, the offer of \$20,700.00 was arrived at by appraisers using standard appraisal methods. Also in accordance with IC 32-24-1, you have twenty-five (25) days from receipt of the offer in which to accept or reject the offer.

If you decide to accept the offer, please sign the Uniform Easement Acquisition Offer in front of a Notary Public and have it properly notarized. Forward the original to me in the enclosed self-addressed, stamped envelope retaining the copy for your files. Upon receipt, I will prepare the necessary documents to close the acquisition.

If you should have any questions regarding this matter, I encourage you to contact Judy Vamos at the Little Calumet River Basin Development Commission at (219) 763-0696.

Thank you for your cooperation.

Sincerely,



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

LMC/amo
Enclosures

cc: Judy Vamos, LCRBDC

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

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Louis Casale" <lcasale@cwblawfirm.com>
Sent: Wednesday, June 22, 2005 10:17 AM
Subject: Fw: N&S Railroad - Not Good News

DE 598 -
Burr Street II
Problem
Jm.

6/22/05

Lou,

② E-mailed the following to Imad to keep him informed.

JV

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

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

From: Judy Vamos
To: Samara, Imad LRC
Sent: Wednesday, June 22, 2005 10:15 AM
Subject: N&S Railroad - Not Good News

22 June 05

Dear Imad,

① My message today is about the Norfolk & Southern Railroad acquisition for Burr Street Phase II Little Cal. Offer was sent 6/3 to Karl Autenreith in Real Estate/Business at the railroad. I spoke with him yesterday as a follow-up.

Mr. Autenreith said, "The offer is still in my IN box, after I review it I'll send it to engineering, they send it to transportation, then it goes to interstate transportation, then to the real estate attorneys. The procedure may take at least six months."

Things to think about:

Lou is preparing the condemnation papers now because we think that is a probability and we will most likely not have the railroad acquisition by our September 05 Burr Street deadline.

Please call me if you have questions. Sorry about this "not good news."

JV

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

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: <turtledog@comcast.net>
Sent: Friday, June 03, 2005 3:13 PM
Subject: Properties needed for the flood project.

De
8/10/871

3 June 05

Dear [REDACTED]

My message today will re-enforce our conversation from this afternoon.

The properties I listed in my recent e-mail are definitely needed for the Little Calumet River Flood Project. I understand you have had other offers for these properties, however, the flood project has not made you our offer yet. You can do whatever you want with the properties up to the time we make you the offer. If you decide to sell them we will make an offer to the new landowner, but the properties are definitely needed for the project.

I'm currently having the lots re-appraised and will soon make you an offer. If you have any questions please call me at 219-763-0696. Thank you.

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

We acquired property from Mr. Ginnine
in Portant Marsh area also. We need
lots from her in the ERP. The buyer
has made an offer to purchase the lots
and has back taxes - we can not pay
for the taxes. Not creditable.
Spoke with her attorney on 6/3/05
told him: We'll confer
with Mr. Ginnine.

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Johnson, Elizabeth" <Elizabeth.Johnson@mail.house.gov>
Sent: Tuesday, June 28, 2005 2:04 PM
Subject: Re: Little Cal Land Acquisition

*info to
Congressman's
office
Jr.
6/28/05*

28 June 05

Dear Elizabeth,

2 The number of parcels to be acquired for project end is 261 (approximately). This number includes the rest of tracts in the West Reach (Cline to IL border) and some additional flowage tracts in the East Reach. I write "approximately" because there may be more or less as we progress through the acquisition procedure. Sometimes the Corps changes real estate work limits and then our real estate acquisitions have to be adjusted.

But, hey, you were close at 262.

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

— Original Message —

From: Johnson, Elizabeth
To: 'jvamos@nirpc.org'
Sent: Tuesday, June 28, 2005 9:07 AM
Subject: Little Cal Land Acquisition

13 Good Morning Judy -

How many parcels/properties/etc. have to be acquired for the remainder of the project? I have the number 262 in my mind, but thought I'd get the good word from you!

Thanks for your help,

Liz

S

WORK STUDY SESSION
6 July 2005

LAND ACQUISITION COMMITTEE
Robert Marszalek, Chairman

1.) There are no increased offers.

There is one condemnation: (Need action)

DC 598 Norfolk & Southern Railroad

The offer for \$20,700 for a temporary easement was sent certified mail 6/6/05. Conversations with the Norfolk & Southern Property Manager who directs the offer through the railroad's departments said "it will take approximately six months for several departments to review it." Condemning the railroad now will perhaps speed-up the review process at the railroad. (Acquisition deadline is September 05.)

✓ WILL MAKE NOTICE RM/

2.) REPORT ON APPRAISAL TEAM MEETING ON 13 JUNE 05:

On 13 June we had a team meeting to coordinate our new appraisals procedure. Shortening the acquisition procedure will be a deciding factor in the efficiency of acquiring the 261 properties for project end. Attending the meeting were:

Integra Realty Resources (Pat McGarr and David Lines, Appraisers)
Professional Appraisal Services, LLC (Tim Harris, Appraiser)
Heritage Appraisal Services (Alan Landing, Appraiser Reviewer)
Chief of Detroit Real Estate Vic Kotwicki,
Detroit Appraisal Reviewer Steve Petrucci
LCRBDC

It was agreed for each appraiser to submit a proposal for their services that would be presented to the commissioners at tonight's meeting. New contract language, the Scope of Work for Appraisals, new Federal Regulations, costs of the project, new formats to use, etc. were some of the topics discussed at the team meeting. A team was put together that has a goal and the confidence to achieve and surpass that goal. Adding our own Review Appraiser will increase our acquisition costs approximately \$174,000.

3.) NEED ACTION ON APPRAISAL ESTIMATES:

Attached are proposals from two appraisers and one review appraiser to complete The first 26 acquisitions in Stage V-2. (See attached)

✓ SV explained - RM/ To approve appraiser (Integra)

ask Jim 25 + 26

4.) UNCLAIMED PROPERTIES:

V SU explained

A concerned citizen has contacted us that we have monies in the Unclaimed Holdings Division of the State of Indiana. We called and, yes, there is \$22,000 sitting in Unclaimed Holdings in Indianapolis from condemnations court awards that landowners did not retrieve from court. We will petition for the money and try to find the landowners. (See attachment)

HERITAGE APPRAISAL SERVICE

received 6/20/05
Jm.

June 16, 2005

Judy Vamos
Land Acquisition Agent
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, IN 46388

REVIEW APPRAISER
PROPOSAL

Judy:

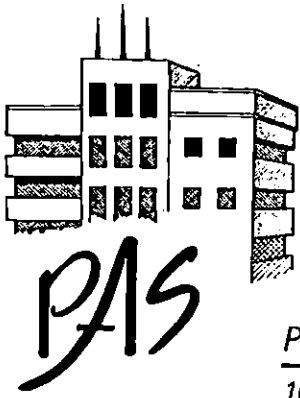
Thanks so much for giving me hew opportunity to work on your Calumet River project. I think which ever Appraiser I review we will have a good working relationship. I also feel very comfortable working with Steve Petrucci. I have given some though to what my review fee will be and although I do not know the exact format the Appraisers will use I do know that I will be looking at a before and after review of each parcel.

Based on this knowledge and after speaking with some of who have been reviewers in similar situations my fee per parcel would be \$750. I will use one of the many formats now in my software or if necessary format my own. In any case I will have Steve approve any form I decide to use.

I am sure there is a more formal contract you will submit for my signature however I hope this is enough to get my end of the project moving.

Respectfully Submitted


Alan M Landing SRA



Received
7/13/05
gm.

TIM HARRIS
PROPOSAL

PROFESSIONAL APPRAISAL SERVICES, LLC

1050 BROADWAY, SUITE 12 ■ CHESTERTON, IN 46304 ■ PHONE: (219) 929-1696 ■ FAX: (219) 929-1946

July 1, 2005

Ms. Judith Vamos
Land Acquisition Agent
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368

Dear Ms. Vamos:

As per our meeting and your request of June 13, 2005, the following is a proposal for appraisals on the twenty six properties which are a part of the Stage 5 property identification chart. We propose to provide you with complete appraisals reported to you in summary appraisal reports on each of these properties. The appraisals and the reports will be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice. Based on the current work volume on our office we can complete these assignments in eight to ten weeks time, given cooperation of the property owners and the ability to make the necessary inspections in a timely manner. The total cost for these reports would be \$65,000.00. If you require a breakdown of the estimated cost for each individual assignment, please let me know and I will provide you this detail.

If you have any questions with regard to this or any other matter, please feel free to contact me or my partner Ed Rich at your convenience. Our office number is (219)-929-1696, my cell phone is (219)-928-6013, and our e-mail address is pasinc@verizon.net.

Respectfully,

Timothy M. Harris
Indiana Certified General Appraiser
CG49600086

*Received
6/27/05*

*INTEGRA
PROPOSAL
pg. 1 of 3*

PROPOSAL FOR PROFESSIONAL SERVICES

June 29, 2005
 VIA FAX (219) 762-1653 AND U.S. MAIL
 Direct dial (219) 763-0696

AT THE REQUEST OF: Ms. Judith Vamos, Land Acquisition Agent
 Little Calumet River Basin Development Commission
 6100 Southport Road
 Portage, Indiana 46368
 On behalf of
 The Little Calumet River Basin Development Commission

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTIES:

26 properties

**STAGE V-2
 Kennedy Avenue to the Norfolk & Southern Railway**

	DC Number	Property Owner
1	1101	Gerald Stack
2	1103	Whitco Industries, Inc.
3	1104	J. & A. Enterprises, an IN Partnership (Wendy's)
4	1107	Lake County Indiana Convention and Visitors Bureau
5	1112	NIPSCo North Easement on R/W
6	1113	NIPSCo South Easement on R/W
7	1115	Mercantile National Bank Trust 3751 (Donald Webber)
8	1115A	Town of Highland, Indiana
9	1116 & 1117	Town of Highland, Indiana
10	1118	Burton R. Brin, et.al (2741 North Drive, Highland Gardens)
11	1119	John & Erika Dananay (2735 North Drive, Highland Gardens)
12	1120	George Franklin, III (2729 North Drive, Highland Gardens)
13	1121	Russell & Donna Antczak (2727 North Dr., Highland Gardens)
14	1122	Janis C. Panku (2723 North Drive, Highland Gardens)
15	1123	Phyllis June Pritchett (2719 North Dr. Highland Gardens)
16	1124	Robert & Ruth Williams (2715 North Dr, Highland Gardens)
17	1125	Joseph & Crystal Sadewicz (2711 North Dr., Highland Gardens)
18	1126	Alex Sakelaris (2709 North Drive, Highland Gardens)
19	1127	First Bank of Whiting 1391 (2707 North Dr., Highland Gardens)
20	1128	Frances Pauline Danner (2705 North Drive, Highland Gardens)
21	1129	Alice M. Germak (2703 North Drive, Highland Gardens)
22	1130	Shirley Schreier (2701 North Drive, Highland Gardens)
23	1169	Norfolk & Southern Railroad (N & S of the river)
24	1185-A	City of Hammond, Corinne Drive

*25 } 1100T
26 } easements
2.*

INTEGRA REALTY RESOURCES - CHICAGO, PROPOSES TO PROVIDE THE FOLLOWING SCOPE OF CONSULTING AND EVALUATION SERVICES:

Phase I - Appraisals

The scope of Phase I will include inspection of the subject properties and surrounding area: review of available site surveys, engineering and soil reports or other relevant documentation; analysis of all requirements and restrictions, research and analysis of market data; review and analysis of zoning and proposed plans for the future development of the area; research and analysis of the highest and best use of the subject property, research sales of comparable land and improved property sales, consideration of all applicable property valuation standards for the subject; valuation of the whole prior to the taking (Impressment of Permanent Easements & Temporary Construction Easements), the value of the part taken, and the value of the remainder after the takings including any damages or special/general benefits to the remainder parcels as a result of the partial taking and the project. Just compensation will be evaluated based on the eminent domain laws of Indiana. Preparation of complete appraisal report, in summary narrative format setting forth all facts, data and reasoning in support of our opinion of value and just compensation, in accordance with the Appraisal Institute and USPAP regulations and the Uniform Appraisal Standards for Federal Land Acquisitions. The format of the completed appraisal reports, may be modified to include abbreviated forms, as may be acceptable to the Project's Appraisal Reviewer and the Review from the Army Corps of Engineers.

Phase II - Support Services

The scope of Phase II will include all meetings, conferences and additions to the scope of services requested by the client or the client's representatives; review of reports prepared for the opposing legal counsel; preparation, appearance(s) and/or testimony in support of the conclusions of INTEGRA REALTY RESOURCES - CHICAGO. Only court testimony will carry half-day minimums.

MS. JUDITH VAMOS, LAND ACQUISITION AGENT on behalf of The Little Calumet River Basin Development Commission DOES HEREBY RETAIN INTEGRA REALTY RESOURCES - CHICAGO, BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of each phase will be as follows:

- Phase I - Within thirty (30) days from the date of scheduled inspections of each property, and acceptance and return of this executed proposal.
- Phase II - will be determined by client.

The fee for the stated scope of services will be as follows:

- Phase I - \$2,500 per property/appraisal report (Estimated to be \$60,000 for the 24 parcels in this project)
- Phase III - will be billed monthly at INTEGRA REALTY RESOURCES - CHICAGO, regular hourly rates as set forth below, until complete, or instructions to terminate work are received from client or legal counsel:

Gary K. DeClark, MAI	\$300
Patricia L. McGarr, MAI	\$250
Senior Appraisers	\$155 to \$175
Appraisal Staff	\$100 to \$135
Research Assistants	\$ 75 to \$85

All invoices must be paid prior to any appearance or testimony at hearing(s) or negotiation meeting(s).

Reimbursable expenses will be charged on the basis of time and actual cost and include exhibits, special maps or plats and overnight or messenger service.

The preceding fee is guaranteed for the calendar year 2005. In the event time is expended in subsequent years as part of this agreement, the fee charged will reflect any increases, which are established for that subsequent year.

To facilitate correct billing of this proposed assignment, the person, department, company, or agency responsible for payment of the fee quoted within this proposal is requested to complete the following informational fields:

3 66 3
No

Company or Agency Name _____
Contact/Authorizing Person _____
Title _____
Address _____
Telephone Number _____
Fax Number _____
Fund ID or Purchase Order # _____
Special client billing instructions _____

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF (NONE REQUESTED) DOLLARS, with the balance of the recited fee to be paid **WITHIN 20 DAYS OF INVOICE DATE**, **MS. JUDITH VAMOS** on behalf of **The Little Calumet River Basin Development Commission**, does hereby confirm the above terms and conditions in addition to accepting those **standard CONTINGENT AND LIMITING CONDITIONS ATTACHED HERETO AS Exhibit "A"**, which requires your signature after review. **INVOICES UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance. In the event collection procedures become necessary to obtain payment for fees and costs, the parties signing this agreement agree to be held liable for all such fees, costs, and collection expenses, including but not limited to attorney fees.

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **INTEGRA REALTY RESOURCES - CHICAGO**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his/her review and acceptance.

This proposal is valid for **THIRTY (30)** days from the date affixed by **INTEGRA REALTY RESOURCES - CHICAGO**, it is understood that work on this assignment will only commence upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **INTEGRA REALTY RESOURCES - CHICAGO**, is pleased to have the opportunity to be of service to you in this assignment.



DATE June 27, 2005

INTEGRA REALTY RESOURCES - CHICAGO, by
Gary K. DeClark, Managing Director

DATE _____

Ms. Judith Vamos, on behalf of The Little Calumet River Basin Development Commission
Little Calumet River Basin Development Commission

IRR.

page 1 of 2

Judy Vamos

From: <SKirsch@atg.state.in.us>
To: <jvamos@nirpc.org>
Sent: Thursday, June 16, 2005 10:35 AM
Attach: Little Cal River Basin.xls
Subject: Unclaimed Property spreadsheet

Judith,

Attached is the unclaimed property spreadsheet for the Little Calumet River Basin Development Corp with cause numbers.
Please call me if you should have any questions.

Thanks,

Scott Kirsch
Analyst
Office of the Indiana Attorney General
Unclaimed Property Section
302 W Washington St., 5th Fl
Indianapolis, IN 46204
317-233-8438 (voice)

list of "unclaimed
holdings" in
Indianapolis is attached.
js
6/16/05

"
UNCLAIMED HOLDINGS"

THIS IS MONEY WITHIN 11110 COURT FOR
CONDEMNATIONS BUT NOT RETREIVED BY
LANDOWNERS. WE WILL RETREIVE THE MONEY AND
TRY
TO
FINO
THE
LAND
OWNER
JW.
6/16/

Little Calumet River Basin Development Commission				*These properties require a court order from the court of origin		
Property ID	Owner's name (as listed)	Amount	Last date of activity	Year reported	Holder's Name	Cause number
1445374	LITTLE CAL R B	\$1,100.00	2/26/92	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049111CP1030
1445382	LITTLE CAL R B	\$1,200.00	11/15/94	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049406CP880
1445383	LITTLE CAL R B	\$1,200.00	11/15/94	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049406CP881
1445384	LITTLE CAL R B	\$1,400.00	11/15/94	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049406CP878
1445385	LITTLE CAL R B	\$1,350.00	11/15/94	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049407CP963
1445390	LITTLE CAL R B	\$1,400.00	3/14/95	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D049408CP1251
1445398	LITTLE CAL R B	\$516.54	2/5/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039507CP3162
1445402	LITTLE CAL R B	\$603.00	3/28/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039512CP3842
1445403	LITTLE CAL R B	\$278.00	3/28/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039512CP3841
1445405	LITTLE CAL R B	\$160.12	3/28/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039512CP3839
1445406	LITTLE CAL R B	\$1,305.00	5/1/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039601CP187
1445407	LITTLE CAL R B	\$389.81	5/1/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039512CP3840
1445410	LITTLE CAL R B	\$702.00	8/9/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039603CP910
1445412	LITTLE CAL R B	\$450.00	8/13/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039604CP1269
1445419	LITTLE CAL R B	\$190.00	11/20/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039606CP1881
1445420	LITTLE CAL R B	\$900.00	11/20/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039606CP1879
1445421	LITTLE CAL R B	\$120.00	11/20/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039606CP1882
1445422	LITTLE CAL R B	\$75.00	12/3/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039606CP1878
1445423	LITTLE CAL R B	\$190.00	12/3/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039606CP1880
1445424	LITTLE CAL R B	\$450.00	12/6/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039607CP2125
1445425	LITTLE CAL R B	\$450.00	12/6/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039607CP2491
1445427	LITTLE CAL R B	\$1,326.40	8/9/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039603CP908
1445428	LITTLE CAL R B	\$468.00	8/9/96	2002	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039406CP1270
1961969	LITTLE CAL RIVER BASIN	\$383.87	1/8/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D039708CP2510
1961971	LITTLE CAL RIVER BASIN	\$698.00	1/8/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9708 CP 2508
1961976	LITTLE CAL RIVER BASIN	\$648.00	4/2/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9709 2833
1961980	LITTLE CAL RIVER BASIN	\$703.00	4/2/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9707 CP 2832
1961982	LITTLE CAL RIVER BASIN	\$295.00	5/21/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9712 CP 3900
1961983	LITTLE CAL RIVER BASIN	\$722.00	5/21/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9710 CP 3226
1961992	LITTLE CAL RIVER BASIN	\$1,131.35	11/19/98	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9806 CP 2115
1961995	LITTLE CAL RIVER BASIN	\$212.00	2/5/99	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9806 CP 2116
1962018	LITTLE CAL RIVER BASIN	\$1,340.00	11/18/99	2004	LAKE SUPERIOR COURT CIVIL DIV GARY IN	45D03 9705 CP 1454

Totals	32 Court Properties	\$22,357.09				
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