



# Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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✓ 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

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## MEETING NOTICE

THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
AT 6:00 P.M. WEDNESDAY, SEPTEMBER 7, 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 August 3, 2005
5. Chairman's Report

- October Commission meeting will be held at the Jean Shepherd Community Center, 3031 J. f. Mahoney Drive, Hammond, Art Room (map will be attached to Oct. agenda)
- Coordination meeting held with Gary on August 5 regarding steps needed for project completion in Gary and assumption of O&M

### 6. Executive Director's Report

- Meeting held at Munster Town Hall on 8/24 with area residents to discuss SV-2
- Meeting held with Mayor McDermott on 8/15

### 7. Outstanding Issues

add WB +  
RA for per diem  
for Munster mty.

1-4

— announce  
Oct. 15

5-6

+ Phil Mark  
S.O.B.  
Spice  
Gmail  
+ Wink  
Mark Lopez

Log see what  
Kurt does w/  
SS. bel jacket!

RM=  
no tour!

John  
look at N.C. area

from  
Lions Club

8. Standing Committees

A. Finance Committee – Report by Treasurer Arlene Colvin

- Financial status report
- Approval of claims for August 2005
- Approval of O&M claims for August 2005
- U.S.G.S. request to fund Munster gage station for 10/05-9/06 (\$5,500)
- Issues for discussion

7  
8-9  
10  
11-12

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

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

Land Management

- Levee mowing inspected and found satisfactory
- Issues for discussion

C. Project Engineering Committee – Committee Chair Bob Huffman

- Stage VI-1 North bid opening
- Pre-construction meeting held on August 23 with Dyer Construction for Stage VI-2
- Issues for Discussion

D. Operation & Maintenance – Committee Chair Bob Huffman

- Austgen Electric awarded emergency repairs for 2 pump stations – Need ratification
- Stage III Remediation lift stations – Received spare parts and warranties on August 23
- Issues for Discussion

E. Environmental Committee – Committee Chair Mark Reshkin

- Issues for Discussion

F. Legislative Committee – Committee Chair George Carlson

- State Budget Agency meets in September – Commission request for allocation of \$2 million from the 2005/07 session
- Continuing contact with West Reach communities for non-Federal funding/donation
- Issues for Discussion

G. Recreational Development Committee – Committee Chair Bob Huffman

- Issues for Discussion

H. Marina Development Committee – Committee Chair Charlie Ray

- Update on marina property transfer to city of Portage – Meeting held 8/17
  - > Recommended modification regarding U.S.Steel jetty removal from property transfer
- Issues for Discussion

05-01

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

**MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**  
**HELD AT 6:00 P.M. WEDNESDAY, AUGUST 3, 2005**  
**6100 SOUTHPORT ROAD**  
**PORTAGE, INDIANA**

Chairman William Biller called the meeting to order at 6:15 p.m. ten (10) Commissioners were present. Pledge of Allegiance was recited. The guests were recognized.

**Development Commissioners:**

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

**Visitors:**

Ron McAhron - IDNR  
Imad Samara - U.S. Army Corps  
Elizabeth Johnson - Congressman's Office  
Steve Enger - Munster resident  
Phil Gralik - R. W. Armstrong Company  
Jomary Crary - IDNR

**Staff:**

Dan Gardner  
Lou Casale  
Jim Pokrajac  
Sandy Mordus  
Judy Vamos

A motion to approve the July 6, 2005 minutes was made by George Carlson; motion was seconded by Bob Huffman; motion passed unanimously.

**Chairman's Report** - Chairman Bill Biller announced that we will hold our October board meeting in the west reach, possibly at the Jean Shepherd Center at Kennedy Avenue and I-80/94. We will confirm at the September meeting.

- We will be discussing on how to proceed with the Woodmar Country Club appraisal, now that we have received Corps approval. Staff will also be meeting this Friday, August 5, with the city of Gary and Gary Sanitary District to discuss O&M coordination for turnover.
- Chairman Biller stated he would like to schedule a Work Study Session for Board members on a Saturday, sometime in September or October. He would propose to have it at the lab building in the Hammond Sanitary District. Staff will pursue and we will announce the date at the September meeting.

**Executive Director's Report** - Mr. Gardner announced the meeting at the Munster Town Hall scheduled for August 24 at 7:00 p.m. to meet with area residents along Hawthorne Drive in Munster. He has talked to Matt Fritz, assistant town manager, who will notify the other town council members. Elizabeth Johnson, Congressman Visclosky's office, was invited to attend. LCRBDC will also notify North Township of the meeting. The meeting will address concerns that the residents have in regard to the proposed levee in their area. Munster resident and spokesperson Steve Enger will notify the appropriate residents of this meeting. He will also send a letter to the Commission prior to the meeting stating their concerns/questions to the Commission and the Corps. Mr. Gardner also requested a list of all addresses in the Munster floodplain; the town has all addressed in a GIS system.

- Mr. Gardner spoke on the Griffith levee on River Road certification issue. He has talked to the town's engineering consultant from Lawson & Fisher, who originally did the work. It appears that the levee was IDNR-approved but was not Federally-approved because it did not meet the 200 year FEMA criteria for floodplain removal. We will check our files to see what information we have when the levee was built; Lawson & Fisher will also check. Discussion ensued on if we have to pay for new engineering work, it will take away limited monies we have earmarked for the west reach

acquisition. Mark Reshkin asked if there were any other options for funding; Mr. Gardner replied that the Congressman's Office has requested that we take the lead in funding the work due to it is not part of the Federal project, but the local preference for levee vs. floodproofing. The town of Griffith is currently at financial capacity with the ongoing Cady Marsh Ditch project. It was estimated that the cost would be around \$50-60,000 for just engineering and review. It appears that the levee meets the State's 100 yr but does not meet the 200 yr. Imad Samara added that although the Federal levee is 200 yr and the Griffith levee is only 100 yr, we are not making it any worse conditions for that area.

- Mr. Huffman distributed pictures that Jim Pokrajac took of the ongoing VI-1 South construction.

**Finance Committee** – Treasurer Arlene Colvin referred to the financial status report and the claim sheet. She proceeded to make a motion to approve the claims for July, after adding an additional claim of \$10,000 for appraisal services for DC1199 (to be reimbursed by the city of Hammond); motion seconded by John Mroczkowski; motion passed unanimously.

- Ms. Colvin then proceeded to make a motion to approve the pending O&M claim of \$13.59; motion seconded by Bob Huffman; motion passed unanimously.

**Land Acquisition/Land Management Committee** – Committee Chairman Bob Marszalek reported that we've already approved the claim addition for payment of the invoice to Integra for their services rendered in appraising easements for the Woodmar Country Club property. The money will come out of the real estate line budget item.

- Mr. Marszalek made a motion to approve a proposal from Integra for \$19,000 to complete the next set of six appraisals in the Interstate plaza area. Motion was seconded by Arlene Colvin; motion passed unanimously. Mr. Biller added that Integra completed the Woodmar Country Club appraisal and the appraisal report has been approved by the Corps. Attorney Casale was authorized to contact Woodmar to start the process. We are not extending an offer to them for the needed easements at this time. We are only informing them that the appraisal has been done. We have scheduled a meeting with the Mayor of Hammond.
- Judy Vamos informed the Board members that we are on schedule with land acquisition, as per the schedule we developed with the Corps for the Congressman.
- Discussion was held on how we were proceeding with Norfolk Southern Railway for the required easements for Burr Street II – LCRBDC. Staff has been working with them to coordinate with the COE to provide a design that is acceptable. So far, an acceptable design has not been reached. Discussion ensued on whether the attorney should file condemnation. Attorney Casale stated he already has the authority, which was passed at the last meeting, but if it is necessary, he will file the condemnation if an agreement is not reached in a week's time.
- Commissioner Marszalek reported that we have received a proposal for a monthly increase in the rental agreement from the Chicago Towers. The current rent was at \$1400 but would be increased by \$168, as per the consumer price index rating. An additional proposal was submitted by Chicago Tower to expand the lease area to accommodate the installation of a back-up generator for Verizon Wireless, increasing the new rent by \$132 for a total of \$1,700. Discussion was held on whether there would be any environmental concerns. Attorney Casale stated that he would make sure it was addressed in the addendum he will draft for them to sign.

**Project Engineering Committee** – Committee Chairman Bob Huffman reported that the two pump stations in the Stage III Remediation area are ready to be turned over to Gary for O&M responsibility. There are a few minor items that the Corps is completing and then Gary should be ready for turnover. Attorney Casale is drafting an agreement for turnover.

- Mr. Huffman reported that communications have been ongoing with the pipeline companies for Stage V-2.
- There is a meeting with Gary scheduled for August 5 in which the Burr Street Betterment levee, Phase II Gary portion will be discussed. Technical issues need to be resolved and we need to develop an inter-local agreement outlining the responsibilities of the Corps, the Commission, and Gary. The meeting is scheduled for 9:00 a.m. at the Gary Sanitary District.

- Bids were opened for Stage VI-2 (Liable to Cline, south of the river). Dyer Construction is the apparent low bidder.
- Discussion is still on the table with INDOT for possible funding to assist the LCRBDC with our associated costs for real estate or construction. INDOT wants to award their contract from Ridge Road to the river but needs the pump station constructed at the same time as our line of protection to operate as designed. We are hoping to know more by the end of August.

**Operation & Maintenance Committee** – Committee Chairman Bob Huffman reported that a committee meeting was held on July 26. A discussion was held declaring that we have an emergency and that immediate repairs are needed. Under the emergency declaration, we will solicit a minimum of three companies that can do the repairs and award the contract to the lowest bidder. Mr. Huffman made a motion to cap the contract at an amount not to exceed \$10,000 total for both stations; motion seconded by Bob Marszalek; motion passed unanimously. Jim Pokrajac will put together a scope of work so when we're ready to obtain quotes, it will all be broken down. He will work with the attorney. The company submitting the lowest quote will be selected and authorized to proceed; action will be ratified at the next meeting.

- It was reported that R. W. Armstrong submitted a proposal to coordinate the analysis phase of all four pump stations in the amount of \$11,600. After discussion of a work scope, Mr. Huffman made a motion to approve their proposal; motion seconded by Bob Marszalek; motion passed unanimously. The payment will come out of the O&M funds.

**Environmental Committee** – There was no report.

**Legislative Committee** – Committee Chairman George Carlson inquired about communicating with local communities regarding our accelerated schedule. Mr. Gardner replied that he has talked to the town of Highland and Munster officials and the city of Hammond. We were hoping to have a meeting with the Mayor of Hammond by now but that meeting has been rescheduled. After we meet with Hammond, we will meet with Munster. We have talked with the Munster town staff, as well as with North Township. Regarding Highland, there are only small pieces of property yet needed and we are hopeful that they will donate those parcels. It is hoped that INDOT can participate in some LCRBDC/COE costs for construction or help acquire easements to make their pump station functional in the Tri-State area. That would save the Commission much needed monies that could be used elsewhere in the West Reach.

- Mr. Gardner talked with a new budget analyst today. They are organizing for their August meeting. We are hoping to be on their September agenda to get the release of \$2 million from appropriated 2005/07 budget monies. We are documenting our need for this money from the Corps schedule.

**Recreation Committee** – There was no report.

**Marina Committee** – Committee Chairman Charlie Ray reported that he has talked to Elizabeth Johnson, from the Congressman's staff, and they want to schedule another meeting with the city of Portage to continue discussion. Mr. Gardner talked about the easements that were donated to the LCRBDC for the breakwater. Commissioner Ray will pursue another meeting after two weeks.

**Policy Committee** – No report.

**Public Relations Committee** – No report.

**New Business** – Mr. Pokrajac stated that he had several extra packets of documentation left from the O&M committee meeting if anyone would like a set. He also mentioned that he would be available after the meeting to answer any questions regarding the photos on display for VI-1 South.

- Commissioner Charlie Ray asked about how the work scope differed from what Austgen did for the diagnostics of the pump stations from what R. W. Armstrong is going to do. Pokrajac answered that Austgen diagnostics determined

deficiencies of all four pump stations to make sure they were operational. R. W. Armstrong's scope will be to comprise a total scope of work for all four pump stations based upon these diagnostics and all other information obtained to provide a scope of work to advertise for repairs.

**Statements from the Floor -** Project Manager Imad Samara invited the Commissioners to coordinate with the area office to schedule a time to visit the job site to observe completed or ongoing construction. We could also see the Cady Marsh ditch tunnel project.

There being no further business, the next meeting was scheduled for **6:00 p.m. Wednesday, September 7, 2005**



CHRISTOPHER SMITH PHOTOS | THE TIMES

Barb Buono and her daughter, Isabella, 4, pick up berries Monday as Amelia, 4 months, sleeps in her stroller in an area of green space that has been dubbed Wicker Woods by neighborhood residents. Some Munster residents are fighting to make sure they don't lose green space when a planned levee is built in 2007. Residents, representatives from the North Township trustee's office and officials with the U.S. Army Corps of Engineers have agreed to meet again in a couple of weeks to discuss preserving such areas as the project is developed.

# Preserving a neighborhood

## Munster homeowners gain input into levee construction

BY SUSAN BROWN  
sbrown@nwtimes.com  
219.836.3780

**MUNSTER** | The federal flood control project winding its way toward the northeast side of Munster has prodded residents of this picturesque part of town to band together to save their neighborhood's loveliness.

Just this side of Highland's Wicker Park, dozens of trees, some believed to be at least 100 years old, and other vegetation

camouflage parts of Hart Ditch along Hawthorne Drive from Ridge Road to River Road, just south of the Hammond line.

People living in the area believe the U.S. Army Corps of Engineers means to level the area to make way for the levee, one disheartened resident told local and federal officials last week.

The neighborhood group met with the officials to gain input into the construction plans for



Wildflowers line the edge of a green space dubbed Wicker Woods in Munster.

See **NEIGHBORHOOD, B2**



# Neighborhood

Continued from B1

the levee, which are due by March for construction in 2007.

"One of our biggest concerns is aesthetics," said Stephen Enger, a Hawthorne Drive resident and a leader among the Committee for the Preservation of Wicker Woods.

During last week's regular meeting of the Town Council, Enger had submitted to the council a lengthy list of questions the group intended to ask the Little Calumet River Basin Development Commission when it met at Town Hall later in the week.

Munster Clerk-Treasurer David Shafer provided the list to Dan Gardner, the commission's executive director.

Shafer told Gardner the council would not be responding to the group, but sitting in on the commission's meeting on behalf of the town was Town Engineer Jim Mandon. Also on hand was Imad Samara, project manager for the Army Corps, and Dennis Simala, representing the office of the North Township trustee, the actual owner of the property.

Samara told the group he agreed aesthetics are important, but so is cost.

"Aesthetics can be more costly," he said.

It was to Gardner to whom the responsibility would fall to obtain the money to accommodate any aesthetics that go beyond construction needs, Samara said.

The flood control project already is nearly 10 years beyond its original completion date because of funding problems, he said.

"Funding drives everything," Samara said.

U.S. Rep. Pete Visclosky, D-Ind., has upheld his end of the bargain every year by coming up with the federal money for the massive \$200 million project, but state funding has been slow to



CHRISTOPHER SMITH | THE TIMES

Munster residents who live near Wicker Woods are expressing their concerns about losing green space when a levee is built through the area in 2007.

arrive, the officials told the group.

"We have been the ones to delay the project, not the congressman," Gardner said.

That said, the officials told the group landscaping costs are built into the project, and no trees would be destroyed that aren't in the direct path of the levee.

The stage of the project set to reach Munster by early 2007 is the first one that will deal largely with residential areas, Gardner said. The work began in areas of Gary where the river flowed downstream and there were no levees.

"The main residences are in the Munster, Hammond and Highland areas," Gardner said. "That's why we're here now."

Gardner said he agreed there needs to be a re-planting program.

"I will bring my team here to meet with you," Samara told the group.

"This is a neighborhood of old homes," Enger told the officials in arguing for preservation.

"It's not (just) me," he said. "It's an organization. We're willing to help."

Enger persisted in asking for specifics in how the group can participate in the final construc-

tion design.

The officials, and the group agreed to meet again in two weeks. In addition, officials agreed to survey the trees and provide aerials and other materials for discussion. Environmental groups will be brought in to assist.

Simala, however, remained unclear about the group's direction and asked that the property owners focus on their priorities.

"The trustee is willing to work with the residents," he assured the group.

The interest of the Munster residents has been the most intense of the groups impacted by the project, Gardner later said.

They are worried about the initial cutting of the trees, the alignment of the levee and the impact on bike trails and other amenities, he said.

But the commission is interested in not only the residents' concerns. It also is interested in those of the North Township trustee. If satisfied, the trustee may donate land, which the commission won't have to purchase, minimizing public expenditure.

"We want to keep everyone happy," Gardner said.



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

LEASE RENTS	25,247.06
LEL MONIES (SAVINGS)	
INTEREST INCOME(FROM CHECKING & FIRST NATL)	18,758.06
LAND ACQUISITION	1,673,133.45
ESCROW ACCOUNT INTEREST	5,070.37
MISC. RECEIPTS	20,069.97
STEWART TITLE	355.00
CLERK OF SUPERIOR COURT	5,593.00
CHICAGO TITLE	14,121.97
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	1,026.85
TRANSFERRED FROM SAVINGS	200,139.25
PROCEEDS FROM VOIDED CHECKS	
TOTAL RECEIPTS	<hr/>
	1,943,445.01

DISBURSEMENTS - JANUARY 1, 2005 - JULY 31, 2005

ADMINISTRATIVE	
2004 EXPENSES PAID IN 2005	92,289.74
PER DIEM	6,150.00
LEGAL SERVICES	2,040.31
NIRPC	78,726.76
TRAVEL & MILEAGE	948.92
PRINTING & ADVERTISING	687.72
BONDS & INSURANCE	6,406.25
TELEPHONE EXPENSE	4,057.72
MEETING EXPENSE	88.90
LAND ACQUISITION	
LEGAL SERVICES	61,822.45
APPRAISAL SERVICES	30,750.00
ENGINEERING SERVICES	21,674.75
LAND PURCHASE CONTRACTUAL	22,800.00
FACILITIES/PROJECT MAINTENANCE SERVICES	
OPERATIONS SERVICES	
LAND MANGEMENT SERVICES	120,313.22
SURVEYING SERVICES	60,173.89
MISCELLANEOUS EXPENSES	
ECONOMIC/MARKETING SOURCES	9,655.00
PROPERTY & STRUCTURE COSTS	1,334,978.31
MOVING ALLOCATION	
TAXES	
PROPERTY & STRUCTURES INSURANCE	
UTILITY RELOCATION SERVICES	4,701.80
LAND CAPITAL IMPROVEMENT	
STRUCTURAL CAPITAL IMPROVEMENTS	
BANK CHARGES MERCANTILE	70.50
PASS THROUGH FOR SAVINGS	65,794.84
PAYBACK TO SAVINGS	104,150.00
TOTAL DISBURSEMENTS	<hr/>
	1,935,991.34

CASH POSITION - JULY 31, 2005

CHECKING ACCOUNT	
LAND ACQUISITION	147,217.59
GENERAL FUND	10,144.73
TAX FUND	0.00
TOTAL FUNDS IN CHECKING ACCOUNT	<hr/>
	157,362.32

BANK ONE SAVINGS ACCOUNT BALANCE	875,210.27
(LAND ACQ IN HOUSE PROJECT FUNDS)	*554,567.52
(O & M MONIES)	**309,283.61

\*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	11,359.14
TOTAL SAVINGS	875,210.27
ESCROW ACCOUNT INTEREST AVAILABLE	<hr/>
	7,022.23
TOTAL OF ALL ACCOUNTS	<hr/>
	1,039,594.82

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

**MONTHLY BUDGET REPORT, AUGUST 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
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>472,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>472,500.00</b>
	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

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	2005							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	10,000.00	0.00	0.00					2,850.00	7,150.00
5811 LEGAL EXPENSES	8,500.00	283.33	283.33					2,295.14	6,204.86
5812 NIRPC SERVICES	130,000.00	11,412.61	11,435.66					90,510.57	39,489.43
5821 TRAVEL/MILEAGE	10,000.00	9.62	36.04					569.24	9,430.76
5822 PRINTING/ADVERTISING	2,500.00	0.00	0.00					723.87	1,776.13
5823 BONDS/INSURANCE	8,000.00	0.00	0.00					6,406.25	1,593.75
5824 TELEPHONE EXPENSES	5,000.00	491.64	780.66					3,922.50	1,077.50
5825 MEETING EXPENSES	6,000.00	0.00	90.20					179.10	5,820.90
5840 PROFESSIONAL SERVICES	600,000.00	34,424.89	37,548.84					364,511.08	235,488.92
5860 PROJECT LAND PURCHASE EXP.	2,337,073.00	31,000.00	0.00					1,360,108.31	976,964.69
5882 UTILITY RELOCATION EXP.	100,000.00	270.00	0.00					2,702.12	97,297.88
5883 PROJECT LAND CAP. IMPROV.	5,000.00	0.00	0.00					0.00	5,000.00
5884 STRUCTURES CAP. IMPROV.	5,000.00	0.00	0.00					0.00	5,000.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>472,500.00</b>	<b>0.00</b>	<b>0.00</b>						<b>472,500.00</b>
	3,227,073.00	77,892.09	50,174.73	0.00	0.00	0.00	0.00	1,834,778.18	1,392,294.82

# CLAIMS PAYABLE FOR AUGUST 2005

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER FOR MONTH OF JULY 2005
5812	NIRPC	11,200.77	SERVICES PERFORMED JULY 2005
5812	UPS	30.66	OVERNIGHT MAIL
5812	UPS	33.12	OVERNIGHT MAIL
5812	UPS	24.36	OVERNIGHT MAIL
5812	G. LORRAINE KRAY	27.19	REIMBURSEMENT FOR OFFICE SUPPLIES
5812	JIM POKRAJAC	52.56	REIMBURSEMENT FOR FILM & DEVELOPING
5812	KRAMER & LEONARD	67.00	OFFICE SUPPLIES
5821	SANDY MORDUS	36.04	MILEAGE 7/28/05-8/24/05
5824	AT & T	318.21	BILLING PERIOD 7/14/05-8/13/05(TOTAL BILL 336.03, KRBC 17.82)
5824	VERIZON NORTH	126.02	BILLING PERIOD 8/16/05-9/16/05(TOTAL BILL 238.16, KRBC 112.14)
5824	AT & T TELECONFERENCE SERVICES	336.43	CONFERENCE CALL
5825	SAND RIDGE BANK	37.20	MEETING 8/15/05 WITH MAYOR TOM MC DERMOTT SVI-2
5825	SAND RIDGE BANK	53.00	PREMEETING EXPENSE FOR 8/24/05 MUNSTER RESIDENT MEETING
5841	SNELL	3,800.00	APPRAISAL FEE RETAINER FOR DC-1198
5842	R. W. ARMSTRONG	6,418.09	PROFESSIONAL SERVICES FOR PERIOD ENDED 8/12/05
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1009
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1010B
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1010D
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1014A & 1014B
5843	STEWART TITLE SERVICES OF NORTHWEST	100.00	TITLE WORK FOR DC-1014A & 1014B(2 OF 3)
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1014A & 1014B(3 OF 3)
5843	STEWART TITLE SERVICES OF NORTHWEST	485.00	TITLE WORK FOR DC-1030A
5843	STEWART TITLE SERVICES OF NORTHWEST	585.00	TITLE WORK FOR DC-1174
5844	JAMES E POKRAJAC	4,637.10	ENGINEERING SERVICES 7/18/05-7/29/05
5844	JAMES E POKRAJAC	177.14	JULY MILEAGE
5844	JAMES E POKRAJAC	5,063.50	ENGINEERING SERVICES 8/1/05-8/15/05
5844	JUDITH VAMOS	2,761.20	LAND ACQUISITION AGENT SERVICES 7/18/05-7/29/05
5844	JUDITH VAMOS	21.08	JULY MILEAGE
5844	JUDITH VAMOS	3,355.63	LAND ACQUISITION AGENT SERVICES 8/1/05-8/15/05
5844	LORRAINE KRAY	796.80	CREDITING TECHNICIAN/LAND ACQUISITION ASST 7/19/05-7/28/05
5844	LORRAINE KRAY	892.80	CREDITING TECHNICIAN/LAND ACQUISITION ASST 8/2/05-8/15/05
5844	SANDY MORDUS	37.50	CREDITING TECHNICIAN SERVICES 8/9/05
5849	CASALE,WOODWARD & BULS LLP	5,993.00	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 8/25/05
TOTAL		50,174.73	

**APPROVAL TO PAY THE FOLLOWING INVOICES  
FROM O&M FUND (LEL MONIES)  
SEPTEMBER 7 , 2005**

- 
- **\$7.74 to NIPSCO for costs incurred for elec. & gas at 3120 Gerry Street in Gary**
  - **\$7,200 to C&H MOWING, INC. for 1st cycle 2005 levee mowing from Cline Avenue to MLK Drive in Gary**

**TOTAL \$ 7,207.74**

1354.

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**Balance in O&M account after paying this invoice will be \$306,329.73**



RECEIVED AUG 25 2005

## United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Indiana Water Science Center  
5957 Lakeside Boulevard  
Indianapolis, Indiana 46278-1996  
(317) 290-3333

August 19, 2005

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

Dear Ms. Mordus:

Enclosed are three copies of the Joint Funding Agreement for operation and maintenance of the streamflow gaging station located on Hart Ditch at Munster for federal fiscal year 2006 (October 1, 2005 to September 30, 2006). Please sign all originals; return one signed original to this office by September 30, 2005, and retain the other originals for your records.

Work performed with funds from this agreement will be conducted on a fixed-price basis. You will receive one billing for the total agreement at the end of the federal fiscal year (September 2006). The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

If you have any questions concerning this agreement, please call the Administrative Officer, Susan Ellis, at (317) 290-3333, extension 146. Should you have any technical questions please contact Scott Morlock, Hydrologic Data Section Chief, at (317) 290-3333, extension 153. We appreciate your support in this program and look forward to continuing our successful relationship during future federal fiscal years.

Sincerely,

James A. Stewart  
Director

Enclosures

Form 9-1366  
(Nov. 1998)U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding AgreementCustomer # IN042  
Agreement # 06E4IN2412004  
Project # 2412-00100  
TIN # 351517363  
Fixed Cost Agreement Yes

FOR

THIS AGREEMENT is entered into as of the 19th day of August, 2005, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LITTLE CALUMET RIVER BASIN COMMISSION, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to operate streamflow gaging station on Hart Ditch at Munster herein called the program.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.

- |     |            |  |
|-----|------------|--|
| (a) | \$5,500.00 | by the party of the first part during the period<br>October 1, 2005 to September 30, 2006  |
| (b) | \$5,500.00 | by the party of the second part during the period<br>October 1, 2005 to September 30, 2006 |

USGS is providing a 50 percent match per 43USC50;36C;50B

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. Billing for this agreement will be rendered on September 30, 2006. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. GEOLOGICAL SURVEY  
UNITED STATES  
DEPARTMENT OF THE INTERIOR

Little Calumet River Basin Commission

By: James A. Stewart Date: 8-12-05 By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: James A. Stewart, Director

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

*to do  
in County*

**WORK STUDY SESSION  
OPERATION AND MAINTENANCE  
September 7, 2005  
BOB HUFFMAN, Committee Chairman**

---

- 1* 1. Austgen Electric was awarded a contract to complete emergency repairs at the Grant Street and Ironwood pump stations in the amount of \$7,150.
  - They were the only contractor of four (4) who submitted a quote. Declining to bid were Marquiss Electric, Progressive Pump & Machine, and Gasvoda & Associates.
  - Refer to page 12 & 13 of monthly O&M Report.
  - Pumps at Ironwood repaired (under \$500) - Impellers were rusted;
  - Grant Street trash rack will be cleaned September 8.
  
- 2* 2. Stage III Remediation lift station turnovers (32<sup>nd</sup> & Cleveland and Marshalltown)
  - LCRBDC has received all spare parts, warranties, etc. necessary for turnover to Gary on August 23. Only remaining item necessary are Army Corps "as-built" drawings.
  
3. A meeting was held with representatives from Gary on August 5 to discuss their acceptance of O&M responsibilities, project completion in Gary, and bringing existing flood features up to "as-built" conditions before their acceptance.
  - This will be discussed as part of the Chairman's report.
  - Refer to pages 2-7 of the attachments to the monthly O&M Report for minutes of the meeting.
  - Page 1 of the attachment requested comments from Gary attendees by September 7 - No comments were received, Gary was contacted and will have comments by September 14.
  
- 4* 4. A preliminary draft of combined punch list items has been put together which will serve as the scope of work as part of the bid release documents (refer to attached draft of these items). *1-4*
  - This will be forwarded to Gary for concurrence/additions/deletions.

*PM  
eliminated  
New items  
stuff  
Recommendation  
we bid out.*



Attached are the punch list items for each of the four (4) pump stations in Gary that need to be brought up to "as-built" condition in order for Gary to accept pump station O&M.

These will be forwarded to Gary for final review and comment. Upon concurrence from Gary, these will be part of the bid documents. Gary will be involved in the inspection process.

The following bullet points are a summary of the scope of work needed for GSWMD to accept the four pumping stations. These pumping stations are located on Burr Street, Grant Street, Broadway, and Ironwood Circle in Gary, Indiana.

Some items still need further investigation to determine exactly what repairs/changes are needed. These items are listed in the last section.

Items noted by the US ACOE, Austgen Electric, and the GSWMD are:

#### **Burr Street**

1. Pump Number 1 needs repair to make it automatically operational.
2. Pump Number 1 does not discharge to the river. This may be a problem with the pump and/or the discharge line.
3. Pump Number 2 is not operational because a necessary module has been removed.
4. The sump pump is not operational because the phased motor relay needs to be replaced.
5. An O&M Manual needs to be stored in the pump station.
6. Wall mounted heater and/or thermostat need repair.
7. Debris and obstruction need to be removed.
8. Metallic parts are showing some signs of corrosion and may need to be resurfaced.
9. The alarm on phase loss and phase reversal is not working. This can be corrected by replacing the switchgear metering device.
10. The light bulbs in the exit sign of the station need to be replaced.
11. There is a spliced cable inside the wet well. This cable should be replaced.
12. One of the conduits is packed full of cables. Another conduit should be installed and some of the existing cables re-routed through it.
13. The high level alarm is not working and needs to be repaired.
14. The level control cords need to be properly secured in the wet well.
15. Security locks are needed on the wet well hatches, discharge structure hatches, and roof hatches.
16. Electronic indication of wet well level and basin level needs to be added.
17. The Emergency Generator Connection may need to be relocated so that it is accessible during a flood event.
18. Outfall structures need to be properly fenced.
19. Verification is needed that the 480-volt generator connection works.
20. Damaged fencing and gate need to be repaired.
21. A problem with the main pump power and associated breaker resets needs to be investigated further.
22. The electric heater needs to be raised inside the station.

#### **Grant Street**

1. The sump pump and corresponding discharge piping and wiring, which is shown on the as-built drawings, was not installed. This pump, piping, and wiring need to be installed.

2. A shaft bracket on the right side of the east sluice gate is broken and needs to be repaired.
3. An O&M Manual needs to be stored in the pump station.
4. Two of the gates leak significantly according to the ACOE inspection and need to be repaired. (Further investigation needs to be done to determine which two gates and what repairs are required.)
5. Metallic parts are showing some signs of corrosion and may need to be resurfaced.
6. Pump Number 2 indicates a seal failure. This pump needs to be removed and analyzed further to determine what repairs are required.
7. The east flap gate, according to Austgen Electric's inspection, is in operable. This must be repaired.
8. New light bulbs are needed in the indicator lamps.
9. A surge suppressor needs to be installed. It was found in the station and had apparently never been installed.
10. A new control panel heater is needed.
11. New exterior alarm lights are needed.

#### **Broadway**

1. Pump Number 2 does not run. It needs to be removed and examined further to determine what repairs are necessary.
2. The gate travel indicators do not accurately reflect the position of the gate. This should be recalibrated.
3. An O&M Manual needs to be stored in the pump station.
4. Metallic parts are showing some signs of corrosion and may need to be resurfaced.

#### **Ironwood**

1. The grounding cable attached to the fence needs to be tightened.
2. The gate travel indicators do not accurately reflect the position of the gate. This should be recalibrated.
3. An O&M Manual needs to be stored in the pump station.
4. Metallic parts are showing some signs of corrosion and may need to be resurfaced.
5. The ACOE was to supply a spare pump and lifting apparatus to the station to satisfy the GSWMD's concern regarding replacing a pump during a flood event.
6. The ladders at the station do not have cages that may be required by OSHA. If this is required, the cages will have to be installed.
7. Verification is needed that the 480-volt generator connection works.
8. A sump pump needs to be added to this station.
9. Alarms need to be added to this station.
10. Fencing modifications are needed to provide needed access for pump removal.
11. Verification is needed to confirm the floats are operational.
12. Replace handle on generator safety switch.
13. Toe plates need to be installed.

14. Control panel design does not allow access to pump controls. The cabinet strut blocks access to controls. (Similar situations exist in other stations.)

**Areas that need further investigation before bid documents can be prepared:**

1. The addition of a sump pump and alarms to the Ironwood Pumping Station.
2. OSHA regulation need to be reviewed to determine whether or not cages are needed at the Ironwood Pumping Station.
3. The location of the Emergency Generator connection points and their functionality needs to be verified at each pumping station.
4. The problem with the main pump power and associated breaker resets at the Burr Street pump station needs to be investigated further. The GSWMD has determined there is a problem here, but the ACOE and Austgen Electric do not mention it.
5. Exactly which gates at the Grant Street Pumping Station are leaking needs to be determined as well as what repairs are necessary to correct the problems.

DRAFT

RESOLUTION NUMBER 05-01  
OF THE LITTLE CALUMET RIVER  
BASIN DEVELOPMENT COMMISSION

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 3<sup>rd</sup> 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, hereinafter the "PRIOR INTERLOCAL AGREEMENT;" and,

WHEREAS, the COMMISSION and the CITY have, pursuant to the PRIOR 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 or otherwise controls the 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, dated March 30, 1984, between the COMMISSION and the U.S. Army Corps of Engineers, hereinafter the "LCA," upon the transfer of ownership of the underlying fee simple title and easements

and/or leases to the real estate upon which the PORTAGE MARINA lies from the COMMISSION to the CITY; and,

WHEREAS, the COMMISSION and CITY desire that the Interlocal Cooperation Agreement attached hereto and marked Exhibit "A," hereinafter referred to as the "INTERLOCAL AGREEMENT," replace the PRIOR INTERLOCAL AGREEMENT.

NOW THEREFORE, it is hereby resolved by the COMMISSION as follows:

1. The INTERLOCAL AGREEMENT attached hereto and marked Exhibit "A" is hereby adopted and approved in the form as attached.
2. The COMMISSION Chairman is hereby authorized to cause a copy of this Resolution to be forwarded to the CITY for its consideration at a duly held public meeting.
3. Upon passage of a substantially similar resolution adopting and approving the attached INTERLOCAL AGREEMENT by the appropriate governing bodies of the CITY, the COMMISSION Chairman is hereby authorized to sign, on the COMMISSION'S behalf, the INTERLOCAL AGREEMENT in the form as attached hereto.
4. Upon countersignature by the appropriate public officials of the CITY of the INTERLOCAL AGREEMENT, the Attorney for the COMMISSION is hereby authorized and directed to forward both the COMMISSION and CITY'S

resolutions and the signed INTERLOCAL AGREEMENT to the Attorney General of the State of Indiana for his review and written approval thereof.

5. Upon receipt of the reviewed and approved INTERLOCAL AGREEMENT with the Indiana State Attorney General's signature affixed thereto, the Chairman of the COMMISSION is further authorized to execute, on the COMMISSION'S behalf, such document or documents necessary to transfer to the COMMISSION'S property interests upon which the PORTAGE MARINA lies, as well as assessment of such easements, contracts, leases and debt instruments pertaining to the operation and development of the PORTAGE MARINA to the CITY.

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Chairman



**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 3<sup>rd</sup> 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, except as provided in Paragraph C3a below, and shall legally substitute itself as local sponsor in said LCA, subject to U.S. Army Corps of Engineers concurrence.
  - a. The COMMISSION shall retain maintenance responsibility for the Midwest Steel Jetty as provided in Paragraph 1J of the LCA for a period of five (5) years from the date of this Agreement or until the Midwest Steel Jetty is federalized, whichever comes first. In the event the Midwest Steel Jetty is not federalized within five (5) years the CITY will be responsible thereafter for its maintenance as provided in the LCA.
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, LLP,**  
9223 Broadway, Suite A, Merrillville, IN 46410, Telephone: 219/736-9990

## WORK STUDY SESSION ENGINEERING COMMITTEE

September 7, 2005  
Bob Huffman, Committee Chairman

RH  
put in  
#1.

#1.

Stage VI-1 North bid opening (refer to attachment #15 to the Engineering Report)

- Illinois Constructors Corporation is the successful bidder (same contractor as VI-1 South)
- Bid amount - \$5,566,871
- COE estimate (without profit) - \$6,525,253
- Bid is \$958,382 under COE estimate (approximately 14.7%)

#2.

Pre-Construction meeting held with Dyer Construction for VI-2 (Liable to Cline, south of the river) on August 23, 2005.

- Contractor has 540 days to complete this stage from the Notice to Proceed. This projects to a February 2007 completion date.
- Construction start anticipated by end of September 2005.

#3.

Meeting at Munster town hall on August 24 to discuss construction impacts to residents in V-2

- This will be discussed under the Executive Director's report
- Refer to attachments page 5 & 6 of full agenda for news article
- Discussed altering design to preserve aesthetics
- Discussed recreation trail alignment

#4.

The concrete ditch bottom in Stage IV-1 North is filled with material that has sloughed from the embankments due to a seam of sand.

- A letter will be sent to the COE to correct this engineering deficiency
- LCRBDC received an estimate to clean this ditch in the amount of \$8,200 dry; \$11,640 wet.

#5. put in

#5.

Griffith Golf Center development

- This will be discussed under the Executive Director's report
- A letter was received from the golf center's attorney on September 6 indicating a meeting is scheduled for September 15 to discuss potential development of this property (See attached correspondence)

### NOTE:

**The three (3) awarded contracts between Cline Avenue and Kennedy total over \$16,000,000 in contract costs. These (3) contracts are currently scheduled for completion by the spring of 2007.**



**WIESER  
& STERBA**

Attorneys at Law

**JAMES L. WIESER**

Certified Civil Mediator

Email: jlwieser@wieserandsterba.com

September 6, 2005

Via Facsimile and First Class MailFax No. (219) 762-1653

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

**RE: MEETING OF ALL AFFECTED ENTITIES CONCERNING  
DEVELOPMENT OF THE SITE KNOWN AS THE GRIFFITH GOLF  
CENTER, 1901 CLINE AVENUE, GRIFFITH, INDIANA**

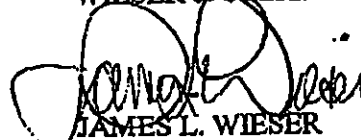
Dear Mr. Gardner:

I spoke late last Friday with Ron Szarfarczyk, the Clerk-Treasurer of the Town of Griffith, who was kind enough to arrange to make available for us a conference room at the Griffith Town Hall for a meeting to be conducted on the 15<sup>th</sup> day of September, 2005, at 10:00 a.m., for a full and frank discussion concerning the development of the above-captioned site. All interested parties are expected to be in attendance, which would include representatives of the potential purchaser, owner, U.S. Army Corps. of Engineers, Indiana Department of Natural Resources, Little Calumet River Basin Commission, Town of Griffith and U.S. Congressman Visclosky's office. This will be a critical meeting to determine the potential for development of the site, and a complete discussion of the process to do so. We anticipate that the meeting will take approximately one and one-half (1.5) to a maximum of two (2) hours.

We look forward to your attendance and cooperation, and, in that regard, would ask that you conduct my secretary, Beth Tague, to confirm your attendance at the Griffith Town Hall on that date. Of course, should you have any questions in the meantime, please do not hesitate to contact me prior to the meeting.

Thank you for your anticipated cooperation.

Very truly yours,  
WIESER & STERBA

  
JAMES L. WIESER  
Attorney at Law

JLW:bt

# ***PROJECT ENGINEERING MONTHLY STATUS REPORT***

**For meeting on Wednesday, September 7, 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 July 28 – August 31, 2005**

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## **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 1<sup>st</sup>, 1993  
Dyer/Ellas Construction – Contract price: \$1,220,386

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

1. Project completed on January 13<sup>th</sup>, 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 6<sup>th</sup>, 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. Construction status report from the Corps (Refer to Handout)
  - 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.** 1-2
    - Received partial O&M manuals and spare parts from the COE on July 13, 2005; received remainder of manuals & spare parts on August 23.
    - Awaiting as-built drawings.
    - **A letter was sent to the Corps on August 16 indicating that the 32<sup>nd</sup> & Cleveland and Marshalltown pump stations cannot be turned over to Gary until drawings, training, and parts and warranties are available. (Refer to O&M Report).** 3
  - 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. LCRBDC requested COE review of previously designated flowage (occasional ponding) areas since the installation of a ditch and pump system outside the line of protection. (Ongoing)
  - E. Construction status report from the Corps (Refer to Handout)

**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. **LCRBDC got a cost to clean the concrete bottom of the drainage ditch on August 18 during dry conditions in the amount of \$8,200; and wet conditions in the amount of \$11,640.**
  - 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. **This will be included as part of the bid package and the design will be provided to the Corps by J. F. New.**
  - A meeting is being scheduled with Gary to finalize coordination for responsibilities in an interlocal agreement to get this project out for bids.
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.
4. **A meeting was held with Gary on August 5, 2005 to discuss O&M turnover and Burr Street Gary coordination (Refer to O&M Report, Item A, which refers to attachments 1-7 as draft minutes of that meeting).**

**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.
- 3. A conference call was held with the Norfolk Southern Railway Company on July 11, 2005, and a follow-up call on July 18, 2005 to discuss coordination to get an easement agreement and a right to construct.
  - Engineering drawings were re-sent to the NSRC on July 18 as part of the process toward getting an agreement (for engineering review and comments).
  - **A design was provided by the Corps on August 24 at 10:27 a.m., and was rejected by NSRR (Mark Sawyer) at 2:38 p.m. – Railroad does not want any structure in their ballast.**

**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. **NIPSCO pipeline corridor east of the Norfolk Southern Railway Company, west of Kennedy Avenue. (LCRBDC received conceptual drawings from the Corps on May 11, 2005)**
  - 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 **have been sent to all** of the pipeline companies requesting their comments, engineering review, easement agreement with NIPSCO, and cost information.
    - A letter was sent to WILTEL COMMUNICATIONS on July 22, 2005 (communications lines in conduit on NSRC R/W) requesting comments and concerns with our proposed construction.
    - A letter was sent to the Norfolk Southern Railway Company (Danny young) on July 26, 2005 to coordinate with a fiberoptic cable conduit on their r/w.
  - C. **Letter sent to the Corps on August 16 requesting Corps review of NIPSCO cost to weld reinforcement sleeves adjacent to both lines of protection in order to proceed with any agreements.**

4-5

- 6-7
- D. A letter was sent to the Corps on August 16, enclosing a letter from Wolverine (dated August 10) addressing their concerns of design & construction.
3. A letter was sent to the NSRR on April 4<sup>th</sup>, 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 August 27, 2005).

**B. Stage V-2B (NSRC 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 15<sup>th</sup>, 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.
    - A meeting was held with the COE, LCRBDC, and United Engineering on July 13, 2005. United currently checking upon funding availability.
    - **A follow-up call was made on August 22. Information of our project has been forwarded and is currently being reviewed.**
  - B. 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.

**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.

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

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)(6% over estimate)
  - **Current contract amount \$6,733,494 (10% over estimate)**
  - 700 days to complete from contractor receiving his "Notice to Proceed" (November 4, 2004)
2. Construction status report from the Corps (Refer to Handout)

3. Received weekly Corps meeting minutes for the August 23, 2005 meeting with activity, contract status, scheduling, and funding information. 8-10
4. Received modification to Contract #5 on August 15, 2005 requesting an increase to the contract in the amount of \$230,400 for an increase of \$14,400 additional cu.yds. of material to be stripped. 11-14

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

1. The bid results for this project were posted on August 24, 2005 and the apparent low bidder is the Illinois Constructors Corporation. 15
  - The bid amount is \$5,566,871, and the Army Corps estimate (without profit) is \$6,525,253.
  - The bid is \$958,382 (or 14.7%) under the Federal estimate
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.)
  - LCRBDC received an e-mail from Lake Co. Highway on December 21<sup>st</sup>, 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. 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.
  - Bids were opened by the COE on July 13, 2005 and the apparent low bidder is Dyer Construction.
  - The COE estimate (without profit) was \$5,720,757 and the low bid from Dyer Construction is \$4,205,645.16 (\$1,515,112 under the estimate) **This is approximately 26% under Corps estimate (without profit)**
2. 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.
3. A pre-construction meeting was held with Highland, utilities, Corps, Dyer Construction, and LCRBDC on August 23, 2005 to discuss upcoming construction. 16-17
  - Contractor has 540 calendar days to complete construction. This projects to a February 2007 completion.
  - Construction start, after approval of submittals, is tentatively going to be end of September.



#### **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 21<sup>st</sup>, 1999.
2. The COE provided a current schedule for West Reach and betterment contracts at the June 14<sup>th</sup>, 2005 Real Estate meeting.
  - The schedule shows a June, 2008 construction start and a July, 2009 Completion.
3. All survey work has been ordered. **Anticipate completion by the middle of September.**

#### **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 14<sup>th</sup>, 2005 Real Estate meeting.

#### **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.

#### **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)

#### **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 7<sup>th</sup>, 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. Construction status report from the Corps (Refer to Handout)
  - 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 81<sup>st</sup> 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 15<sup>th</sup>, 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 July 29, 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.

**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. This schedule was completed and distributed at the June 14, 2005 Real Estate meeting.



# 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

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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.

**To:** Charles Peller, P.E.

June 27, 2005

**From:** Eric Tonk

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It should be noted that neither Pump Station's Automatic Controls were tested, and Greeley and Hansen cannot confirm that the pumps cycle automatically. Because of the lack of water in the wet wells, testing the control panel was not possible during the inspections. It is suggested that the floats, which controls the automatic operations of the pump, be actuated by hand in order to confirm automatic operations of the control panels for both Pump Stations. Also, Greeley and Hansen was not provided with a copy of the specifications, so we were unable to determine if the pump stations were built per the ACOE's design.

It is the recommendation of Greeley and Hansen that the control panels for each station be fully tested to determine if the pumps are fully automatic before the stations are accepted by the Gary Sanitary District.



# Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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*Porter County Commissioners' Appointment*

**VACANCY**  
*Governor's Appointment*

**DAN GARDNER**  
*Executive Director*

**LOU CASALE**  
*Attorney*

August 16, 2005

**Mr. Imad Samara**  
Project Manager  
U. S. Army corps of Engineers  
111 N. Canal Street  
Chicago, Illinois 60606-7206

Dear Imad:

Enclosed is a memo from Greeley & Hansen regarding the inspection held on June 27, 2005 for the two pump stations that are part of the Stage III Remediation contract. These include the Marshalltown lift station and the 32<sup>nd</sup> & Cleveland lift station west of Grant Street.

As was discussed in our meeting with the city of Gary on August 5, it is our intent to turn these two stations over to the city of Gary while both stations are operating as per design. However, Jim Meyer indicated that we several items needed to be addressed before Gary would assume the O&M responsibilities. These items include the following:

- "as-built" drawings
- assurances that the minor items mentioned in the attached memo and that were addressed by the Corps have been completed
- all spare parts, manuals, guarantees, and warranties are provided
- adequate training has been provided and documented for operation of these stations

We would appreciate you addressing the above mentioned items as soon as possible in order that we may turn these two stations over to Gary while everything is in operating condition.

Sincerely,

  
Dan Gardner  
Executive Director

/sjm  
encl.  
cc:

Jim Meyer, Spike Peller  
Don Smales, Eric Tonk  
Lou Casale



# Little Calumet River Basin Development Commission

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*Porter County Commissioners'  
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DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

August 16, 2005

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

Dear Imad:

I received a letter from NIPSCO dated July 14, 2005 regarding the sleeving of the three (3) NIPSCO pipelines that are located on the Stage V Phase 2 pipeline corridor west of Kennedy Avenue. As NIPSCO had quoted us in the past, they propose that, even though we are using a "bridging technique", they have a concern regarding vibrations that would require sleeving for all three pipelines both north and south of the river. I have enclosed a copy of their letter and estimate for the installation of these sleeves in the amount of \$139,682 which will require your review, concurrence, and approval in order for me to proceed with any appropriate utility relocation agreements.

If you have any questions regarding their estimate or of this request, please let me know.

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm  
encl.

cc: Mark Pasyk, NIPSCO  
Eric Sampson, ACOE

**Northern Indiana Public Service Company  
Utility Highway Affairs**



**A NiSource Company**

801 E. 86th Avenue  
Merrillville, IN 46410

July 14, 2005

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

RE: Little Calumet River Basin Projects  
Levee Stage ~~V-2~~ <sup>V-2</sup> Kennedy Avenue to Northcote, Highland  
Sheet Pole design with bridging over pipelines – no sleeving

**NIPSCO Gas Pipeline Protection Work.**

Dear Mr. Pokrajac,

We reviewed the proposed excavation and bridging plan in the aforementioned area and determined a worse case scenario to address our concerns for the integrity of our 3 natural gas pipelines in this area. I have enclosed four (4) copies of the cost estimate for the protection of the welds on the 30", 12" and 8" gas main north and south of the Little Calumet River in this area. The costs involve installing weld-reinforcing sleeves on all three pipelines on the north and south excavation. Due to lack of x-ray testing and weld records of the existing natural gas pipelines, the sleeves are to protect these welds during pile driving for the I-Wall on both sides. The total estimated cost for this project is \$139,682.00 that includes a contract labor estimate of \$76,500 (based on previous contractor expenses for similar work at Colfax Street several years ago) with dewatering. The level of reinforcing involved with this project will be determined at the time of construction based on the proximity of the pipeline welds at the pile driving area. Two (2) weld-reinforcing sleeves could potentially be required on each end for each natural gas pipeline for a total of 12 maximum sleeves.

Please review the attached documentation for reimbursement and coordinate the necessary Agreements so we can proceed as necessary. Work will commence within 60 days of receipt of approved executed utility agreement.

If you have any questions feel free to contact me at 219.647.4299, or Neal E. Arndt, Gas Transmission Engineer at 219.647.4779.

Sincerely,

Mark L Pasyk  
Utility Highway Affairs

MLP  
Enclosures

N. Arndt, NIPSCO

5



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

August 16, 2005

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

Re: Stage V Phase 2 Pipeline Corridor  
Wolverine engineering responses

Dear Imad:

Enclosed is a copy of a letter I received from the Wolverine Pipeline Company dated August 10, 2005 regarding the current design for the Stage V-2 pipeline corridor west of Kennedy Avenue. Their letter indicated certain concerns regarding clearances of their pipelines relative to the sheet piling as well as concerns regarding the vibrations which could damage their pipe during the installation. There was also an additional concern regarding the extent of the depth of the sheet piling relative to the pipelines. Will you please address and consider these concerns for any modifications you may be doing before we present the final design to all of the pipelines.

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

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm  
encl.

cc: Fred Hipshear  
Eric Sampson





RECEIVED AUG 12 2005

**WOLVERINE PIPE LINE COMPANY**

August 10, 2005

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

Attn: Jim Pokrajac

RE: Little Calumet River Flood Protection  
Stage V, Phase 2

Thank you for sending the plan view for the alignment south of the Little Calumet River for the subject project with your letter dated July 26, 2005. Wolverine's Engineer has reviewed the prints for this project and has the following concerns.

1. On drawing S-05 (south side of the river) it appears that the top of Wolverine's 16-inch pipeline will be only 10-inches from the bottom of the wall passing overhead. The American Society of Mechanical Engineers stipulates in Standard B31.4 that "...minimum clearance of 12 in. (0.3m) shall be provided between the outside of any buried pipe or component and the extremity of any other underground structures...", and Wolverine adheres to this guideline. Please show on the prints that this minimum clearance will be adhered to.
2. Drawing S-01 shows how the piling will be positioned around the pipelines, bridging overtop the pipelines and extending down full-depth between the pipelines, and it shows the distances between the pipelines and the piling that extends down full-depth. The clearances shown are acceptable to Wolverine Pipe Line Company, provided the sheet piling can be driven without excessive vibration which may damage the pipe. Please advise the manner in which this sheet piling will be driven.
3. Drawing S-05 does not show the piling extending full-depth between the pipelines or the clearances as described in item 2 above. Please add this information to drawing S-05 in order that Wolverine's Engineer can determine its acceptability to Wolverine Pipe Line Company. Your phone conversation with Mr. Bill Keenan, Wolverine's Engineer, on August 2, 2005 indicated that there will be piling extending full-depth on the south side as there is indicated on the north side.

Thanks for your continued coordination of this complex project. If you need any additional information about any of these concerns, or if any new information becomes available, please contact me at this office.

Fred W. Hipshear  
Right-of-Way Agent

**MEETING MINUTES #0011  
LITTLE CALUMET RIVER, HIGHLAND**

**STAGE VI-1  
SOUTH**

Weekly Construction Progress: 8/23/05

Next Mtg. 9/13/05 @ 9:00am

**Last 8/09/05**

**Attended By:**

Illinois Constructors Corporation – Brian Schallhorn  
Illinois Constructors Corporation – Phil Ross  
USACE - Brad Waldron  
USACE – Dave Druzicki

**Non-Attendees:**

**1. OLD BUSINESS**

**2. SCHEDULE**

**A. LAST TWO WEEKS**

1. Forming of walls at North Drive
2. Reinforcing Steel walls at North Drive, Gateway Erectors
3. Concrete Placement 2 of 22 at North Drive Wall, 8/8/05
4. Concrete Placement 3 of 22 at North Drive Wall, 8/10/05
5. Concrete Placement 4 of 22 at North Drive Wall, 8/17/05
6. Concrete Placement 5 of 22 at North Drive Wall, 8/19/05
7. Fine grading slopes at East end of project, Grimmer

**B. THIS & NEXT WEEK**

1. Form walls at North Drive
2. Re-steel at North Drive walls, Gateway Erectors
3. I-Wall Concrete Placement 6 thru 10 of 22 North Drive
4. Form & Pour Gate-well Structure at Kennedy North
5. Construct temporary levee for North Drive pump station
6. Earthwork Kennedy to 5<sup>th</sup>, Grimmer

**CRITICAL ACTIVITY: Earthwork & Pump House Excavation**

**C. TWO WEEK LOOK AHEAD**

1. See attached Schedule

**D. CONTRACT STATUS**

Original contract completion date: 12/12/06 Current contract completion date: 12/12/06  
Original contract amount: \$6,503,093.70 Current contract amount: \$6,714,812.00

**E. ESTIMATE JOB COMPLETION PERCENTAGE TO DATE: 32%**

**F. CONTRACT FUNDS**

1. Contract reduction for deletion of Corps office trailer

2. See attached S-Curve

**3. WEATHER DAYS**

Weather Days in April 2005 = 1

Weather Days in May 2005 = 0

Weather Days in June 2005 = 1

Weather Days in July 2005 = 2

Weather Days over specification schedule effecting Critical Path to date = 0

**4. PUNCHLIST OR CORRECTIVE ITEM ISSUES**

1. ICC to repair area at E.P.S. w/ new foliage

**5. STORED MATERIALS**

**6. SUBMITTALS**

1. See attached submittal register

2. Critical submittals in review

3. Outstanding submittals

**7. CHANGED CONDITIONS**

1. DLZ coordinates of existing storm sewer system at 81<sup>st</sup> submitted to the Corps by ICC.

2. Unsatisfactory materials discovered in inspection trench between Kennedy and 5<sup>th</sup>.

3. Landfill waste discovered between 5<sup>th</sup> and Parrish.

4. Muck determined to be contaminated between Parrish and North Drive pump house.

**8. PAY ESTIMATES**

A. PAID TO DATE: \$1,083,883

B. ESTIMATES PENDING: \$864,184.10

**9. SAFETY and SECURITY**

1. Housekeeping policed daily

**10. CQC and TESTING**

A. SOIL –

B. CONCRETE – Fourth truck rejected on 8/19/05 placement, pour slump.

C. ASPHALT – Need certification

**11. RFI'S / RFC'S**

1. See attached RFI log dated 8/22/05, RFI's 1 thru 18.

**12. RFP'S**

Contract reduction for deletion of Corps office trailer

**13. COORDINATION WITH OTHERS**

**14. OUTSTANDING ISSUES**

1. Review attached ICC Serial Letter Log

**15. NEW BUSINESS / OTHER MISC.**

RECEIVED AUG 16 2005

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

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. W912P6-04-C-0007  
Local Flood Protection  
Little Calumet River, Indiana  
Stage VI-1 South Levee  
Modification No. P00005 - Executed

- MOD. # 5 - STAGE VI-1 SOUTH
- STRIPPED MAT'L'S. QUANTITY CORRECTION
- INCREASE CONTRACT BY \$230,400.00

15 August 2005

- INCREASE FROM \$6,503,094 to \$6,733,494
- ADDITIONAL 14,400 cu.yds STRIPPED

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00005, under the subject contract.
2. Any questions concerning the enclosed items shall be directed to the undersigned at (219) 923-1763.



Enclosures

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE Construction	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. W81G6650265276	5. PROJECT NO. (If Applicable)	
6. ISSUED BY CHICAGO DISTRICT 111 North Canal Street Suite 600 Chicago, IL 60606-7206		CODE	7. ADMINISTERED BY (If other than item 6) USAED, Chicago (TS-C-S) Calumet Area Office 906 Griffith Boulevard Griffith, IN 46319	CODE	H6L1CS0
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) Illinois Constructors Corporation PO Box 745 St. Charles, IL 60174 Cook			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER X W912P6-04-C-0007 NA		
CODE			10B. DATED (SEE ITEM 13) 30 Sep 2004		
FACILITY CODE					

### 11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA

See Page 2.

Contract Amount Increased \$230,400.00.

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Contract for Local Flood Protection, Stage VI-1 South at Little Calumet River, Indiana. Reference No. R00003 SS003 Stripped Materials Quantity Correction See Page 2.	
---	--

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

15A. NAME AND TITLE OF SIGNER (Type or print) Phillip L. Ross, Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Regina G. Blair Contracting Officer	
15B. CONTRACTOR/OFFEROR Phillip L. Ross (Signature of person authorized to sign)	15C. DATE SIGNED 7/19/05	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 7-27-2005

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105-2

STANDARD FORM 30 (REV. 10-83)  
PRESCRIBED BY GSA  
FAR (48 CFR) 101-11.6

**MODIFICATION OF CONTRACT**

DATE SIGNED

See Block 16C

PAGE OF PAGES

2 | 3

Contract No: W912P6-04-C-0007 NA  
Modification No: P00005  
Contractor: Illinois Constructors Corporation  
Contract Title: Local Flood Protection, Stage VI-1 South  
Location: Little Calumet River, Indiana

Reference No. R00003

**12. ACCOUNTING AND APPROPRIATION DATA (Continued)**

In accordance the Continuing Contract Clause 52.232-5001 contract funding remains unchanged and funds are available to extent of specific amounts on the formal notice to the Contractor through Modification P00003 which equals \$874,999.00.

**14. DESCRIPTION OF MODIFICATION (Continued)****A. SCOPE OF WORK****SS003 Stripped Materials Quantity Correction**

As a result of a typographical error contained in Amendment 0001 to the Solicitation for which this Contract resulted, this Modification is issued to make a correction to the Bid Schedule as follows: The quantity of Bid Item 0004, "Stripped Material" should read as 16,000 cy in lieu of 1,600 cy.

CLIN No.	DESCRIPTION	PREVIOUS QUANTITY	CHANGE IN QUANTITY	REVISED QUANTITY
0004	STRIPPED MATERIALS	1,600.00 CY	14,400.00 CY	16,000.00 CY

**B. CHANGE IN CONTRACT SPECIFICATIONS**

Specification Section Bid Schedule Section 00010 - Solicitation Contract Form, Page 4 of 77, Item No. 0004 Stripped Materials to 16,000 cy.

**C. CHANGE IN CONTRACT PRICE**

Total contract price is increased by \$230,400.00.

**Quantity Changes**

CLIN No.	DESCRIPTION	CHANGE IN QUANTITY	UNIT PRICE	CHANGE AMOUNT
0004	STRIPPED MATERIALS	14,400.00 CY	\$16.00 /CY	\$230,400.00

No change in contract unit price.

Total Change Amount **\$230,400.00**

**D. CHANGE IN CONTRACT TIME**

The contract completion date shall remain unchanged by this modification.

**E. CLOSING STATEMENT**

It is understood and agreed that pursuant to the above, the contract time remains unchanged, and the contract price is INCREASED by \$230,400.00 from \$6,503,093.70 as established in the contract award to \$6,733,493.70, which reflects all credits due the Government and all debits due the Contractor.

It is further understood and agreed that this adjustment constitutes compensation in full on behalf of the Contractor and its Subcontractors and Suppliers for all costs and markups directly or indirectly attributable for the change ordered, for all delays related thereto, for all extended overhead costs, and for performance of the change within the time frame stated.

It is also understood and agreed that any equitable adjustment under

**MODIFICATION OF CONTRACT**

DATE SIGNED

See Block 16C

PAGE OF PAGES

3 | 3

Contract No: W912P6-04-C-0007 NA

Reference No. R00003

Modification No: P00005

Contractor: Illinois Constructors Corporation

Contract Title: Local Flood Protection, Stage VI-1 South

Location: Little Calumet River, Indiana

the Variation in Estimated Quantity Clause (FAR 52.211-18) will be based on the new quantity of stripped materials provided for in this modification.

It is also understood that the Contractor will be required to obtain additional bonding capability commensurate with the increased Contract price established in this modification and upon providing a paid invoice for this additional bonding cost will be allowed to request reimbursement under CLIN0028 - Performance and Payment Bonds.



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

**From:** Zamarocy, Linda L LRC

**Sent:** Wednesday, August 24, 2005 3:24 PM

**To:** Samara, Imad LRC; Groboski, John A LRC; Taylor, Elaine R LRC; Druzicki, David E LRC; Anderson, Douglas M LRC; Albert, Dick LRC; Abeyta, Priscilla LRC; Simpkins, Anita R LRC; Blair, Regina G LRC; Taylor, Yolanda R LRC; Solomon, Sanford A LRC

**Subject:** Bid Results STAGE VI-1 NORTH (KENNEDY TO CLINE, N. of RIVER)

Below are the Bid Results for Solicitation No. W912P6-05-B-0010.

## **BID OPENING RESULTS**

**24 August 2005**

Little Calumet River, Local Flood Protection, Stage VI-1 N. Levee, Hammond, Indiana

**SOLICITATION NUMBER: W912P6-05-B-0010**

**Bid Opening Officer:** Linda Zamarocy, Contract Specialist

**Bid Reader:** Regina G. Blair, Contracting Officer

**Bid Recorder:** Anita Simpkins, Contract Specialist

**APPARENT LOW BIDDER: Illinois Constructors Corporation**

P.O. Box 745

St. Charles, Illinois 60174

**Total Bid Amount: \$5,566,871.00**

**2<sup>nd</sup> Apparent Low Bidder: Superior Construction Company, Incorporated**

2045 East Dunes Highway

P.O. Box 64888

Gary, Indiana 46401

**Total Bid Amount: \$5,972,345.50**

**3<sup>rd</sup> Apparent Low Bidder: Dyer Construction**

1716 Sheffield Avenue

Dyer, Indiana 46311

**Total Bid Amount: \$6,800,000.00**

**4<sup>th</sup> Apparent Low Bidder: Kovilic Construction Company, Incorporated**

3721 Carnation Street

Franklin Park, IL 60131

**Total Bid Amount: \$7,460,705.00**

**Government Estimate: Total Amount: \$6,525,253.00**  
**(without Profit)**

15

**CELRC-TS-C-S**

**August 23, 2005  
Calumet Field Office  
1:00 P.M.**

**SUBJECT: Contract No. W912P6-05-C-0006  
Local Flood Protection  
Little Calumet River, Indiana  
Stage VI- Stage II  
Preconstruction Conference Minutes**

**1. INTRODUCTIONS**

A. Attendees: Reference sign in sheet.

**2. PURPOSE**

A. The purpose of this Preconstruction Conference is to develop a mutual understanding between Contractor and the Government regarding procedures on contractual and administrative matters. Discuss Contract Clauses, Accident Prevention, and Environmental Protection provisions of the contract. Allow the Contractor and the Government an opportunity to exchange questions and thoughts on how the project will be accomplished.

Contracting Officer:	Regina Blair
Administrative Contracting Officer:	Dick Albert
Area Engineer and Alternate Contracting Officer's Representative	Douglas M. Anderson
Contracting Officer's Representative:	David Druzicki
QA Site Representative:	Bradley Waldrom

**3. PROJECT DESCRIPTION**

The Contractor will be responsible for providing all necessary facilities, plants, labor, transportation, materials, and equipment to construct a levee protection system consisting of; 8,250 lineal feet (LF) of earthen levee, 1,600 LF of steel sheet pile floodwall, excavations, 3 gate well structures, culverts and sewer appurtenances, gravel access roads, traffic restraints, asphalt removal, tree planting and seeding.

**4. PROCEDURES FOR SUBMITTING CORRESPONDENCE**

A. Letter correspondence shall be addressed and sent to the following in original form with two copies attached:

Mr. Douglas M. Anderson  
U.S. Army Corps of Engineers, Chicago District  
Calumet Area Office

906 Griffith Boulevard  
Griffith, Indiana 46319

Messrs. Anderson, Druzicki and Waldrom can be reached at (219) 923-1763. The facsimile number is (219) 923-2957. Mr. Albert can be reached at (312) 846-5490.

#### **5. CONTRACTOR'S SCHEDULE, METHODS, PROCEDURES AND EQUIPMENT**

The Contractor will present a brief overview of the Contractor's preliminary project schedule, proposed methods, procedures, equipment, and/or other relevant aspects of the Contractor's plans.

#### **6. LOCAL COMMUNITY QUESTIONS/CONCERNS**

Representatives will be given the opportunity to discuss local community concerns.

- Town of Highland
  
- NIPSCO
  
- Little Calumet River Basin Development Commission  
HAULING -

#### **7. SECTION 00700 - CONTRACT CLAUSES**

A. **52.252-2 CLAUSES INCORPORATED BY REFERENCE:** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at this/these addresses:

<http://farsite.hill.af.mil/>  
<http://arnet.gov/far/>

B. **52.203-3 GRATUITIES:** The Contractor shall not offer gratuity to a Government employee to obtain favorable treatment under the Contract.

C. **52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK:**  
The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work

*we're getting an e-m from Steve Davis (some Corps) in a couple of days*

*★ Chul out WB's memo - Retired COTLence approval by Chellis*

**WORK STUDY SESSION  
7 August 2005**

*September 7*

**LAND ACQUISITION COMMITTEE  
Robert Marszalek, Chairman**

*per 7 hearing date*

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

**FYI: DC 598 Owner the Norfolk Southern Railroad  
Condemnation filed 2 September 05.**

**We have been in negotiations with the railroad for the last three months hoping to agree on several engineering issues. The Corps has offered possible solutions and they were rejected by the railroad. We are amenable to continue negotiations as the condemnation progresses. This is the last acquisition in the Burr Street Betterment Levee/ Little Cal Phase. We will continue with this acquisition as quickly as the court will allow, however, the Corps will not be able to advertise for the construction contract in September as previously planned.**

*# 20 700  
examined  
plans*

**2.) UPDATE ON LAND ACQUISITION SCHEDULE:**

**V-2 Kennedy Avenue to Northcote – we are on time. Most appraisals are in and the appraiser has asked for a one week extension (granted) to complete the assignment. The appraisal reviewer has found some problems with the submitted appraisals which will be corrected. We have until the end of November to have all appraisals reviewed and approval. Offers and negotiations are scheduled to be starting in December.**

**VII Northcote to Columbia – we are about two weeks behind schedule. Surveys and title work were to be completed by 1 September, but will not be finished until mid-to-late September. This time can be made up during the appraisal/review phase because the appraisal problems we've experienced in Stage V-2 will be corrected and the appraisal format will have been established. Offers and negotiations are scheduled to begin in March of 2006.**

**3.) FUNDING PROBLEMS AFFECTING ACQUISITION SCHEDULE:**

**The state budget is constructed so that the Commission will access only the first \$1,000,000 of our \$2,000,000 appropriated budget this year. Commission needs to seek a way to accelerate access to next year's second \$1,000,000 to stay on schedule for project completion.**

*★ per Biller - schedule committee meeting @ budget - @ NSR design issue  
get e-mails from NSR to Comm re design*



# LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: 9-7-05

LOCATION: \_\_\_\_\_ CHAIRMAN: Bill Boller

## PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	<u>Phil Gedik</u>	<u>R.W. Armstrong</u>
2	<u>Sandy O'Brien</u>	<u>Hobart</u>
3		
4	<u>Imad Samara</u>	
5	<u>Elizabeth Johnson</u>	<u>Congressman Esclosky</u>
6	<u>Spike Peller</u>	<u>GSD/GSWMD</u>
7	<u>MARK LOPEZ</u>	
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## Agency Summary

Agency	Source	FY 2005-2006	FY 2006-2007
760 Purdue University	General+PTR	367,640,645	374,758,025
	Dedicated	5,586,109	5,586,109
	Federal	69,215	69,215
	Total	373,295,969	380,413,349
770 Indiana State University	General+PTR	84,810,597	83,255,126
775 University of Southern Indiana	General+PTR	40,971,617	41,871,255
	Dedicated	674,751	674,751
	Total	41,646,368	42,546,006
780 Ball State University	General+PTR	138,992,695	140,569,425
	Dedicated	20,000	20,000
	Total	139,012,695	140,589,425
790 Vincennes University	General+PTR	42,634,855	43,019,199
800 Department of Transportation	General+PTR	600,000	600,000
	Dedicated	713,685,040	704,777,481
	Federal	621,225,027	621,225,178
	Local	650,000	650,000
	Total	1,336,160,067	1,327,252,659
885 Little Calumet River Basin Development Commission	General+PTR	1,000,000	1,000,000
<b>GRAND TOTAL</b>			
	General+PTR	12,076,372,206	12,244,762,346
	Dedicated	2,559,572,969	2,558,608,099
	Federal	6,682,866,861	6,771,561,661
	Local	69,712,487	71,412,487
	Total	21,388,524,523	21,646,344,593

275 pages

## Agency Summary

Agency	Source	FY 2005-2006	FY 2006-2007
760 Purdue University	General+PTR	367,640,645	374,758,025
	Dedicated	5,586,109	5,586,109
	Federal	69,215	69,215
	Total	373,295,969	380,413,349
770 Indiana State University	General+PTR	84,810,597	83,255,126
775 University of Southern Indiana	General+PTR	40,971,617	41,871,255
	Dedicated	674,751	674,751
	Total	41,646,368	42,546,006
780 Ball State University	General+PTR	138,992,695	140,569,425
	Dedicated	20,000	20,000
	Total	139,012,695	140,589,425
790 Vincennes University	General+PTR	42,634,855	43,019,199
800 Department of Transportation	General+PTR	600,000	600,000
	Dedicated	713,685,040	704,777,481
	Federal	621,225,027	621,225,178
	Local	650,000	650,000
	Total	1,336,160,067	1,327,252,659
885 Little Calumet River Basin Development Commission	General+PTR	1,000,000	1,000,000
<hr/>			
GRAND TOTAL	General+PTR	12,076,372,206	12,244,762,346
	Dedicated	2,559,572,969	2,558,608,099
	Federal	6,682,866,861	6,771,561,661
	Local	69,712,487	71,412,487
	Total	21,388,524,523	21,646,344,593



**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

**MARINA REVENUE BOND CLAIM  
Due OCTOBER 1, 2005**

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**Marina Sinking Account #185018027630**

**001-05**

**CHASE (BANK ONE)**

**\$ 28,643.84**

**Sandy Mordus**

---

**From:** "Little Calumet" <littlecal@nirpc.org>  
**To:** <smordus@nirpc.org>  
**Sent:** Tuesday, August 23, 2005 4:10 PM  
**Attach:** 01BurnsDitch 1967-82 Arrow & Quad Map.pdf; 02Midwest-USSteelWaterIntakePipeNOAANavChartArrow.pdf; 03BurnsSmallBoatHarborCorpsFactSheet.pdf  
**Subject:** Fw: Midwest Steel East Jetty - shoreline attachment; Water intake pipe path; Jetty protected from storm waves

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

**From:** "Stephen Davis" <sdavis@dnr.IN.gov>  
**To:** "John Smolar" <jsmo@verizon.net>; "Tim Kroll" <tim.kroll@usace.army.mil>  
**Cc:** "James Hebenstreit" <jhebenstreit@dnr.IN.gov>; "Elizabeth Johnson" <Elizabeth.Johnson@mail.house.gov>; "Mark Lopez" <Mark.Lopez@mail.house.gov>; "Dan Gardner" <littlecal@nirpc.org>; "Lou Casale" <lcasale@cwblawfirm.com>; "Bill Biller" <billerW@hmdin.com>; "Charlie Ray" <cray@dunelandgroup.com>  
**Sent:** Tuesday, August 23, 2005 12:01 PM  
**Subject:** Midwest Steel East Jetty - shoreline attachment; Water intake pipe path; Jetty protected from storm waves

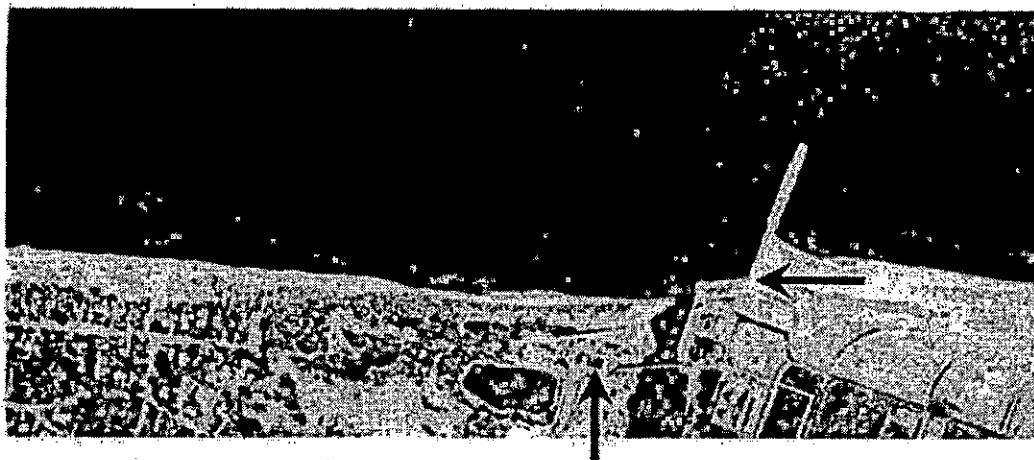
- > John Smolar and Tim Kroll: (City of Portage; Corps of Engineers)
- >
- > Per our discussion about the need for coastal information - following
- > the meeting with the City of Portage, Corps of Engineers, Congressman
- > Visclosky's office, Little Calumet River Basin Development Commission -
- > on 08/17/05 at Portage City Hall - concerning turnover of the Portage
- > Public Marina from the Little Calumet River Basin Development Commission
- > to the City of Portage - there were several questions and concerns
- > expressed - about:
- >
- > (1) the Midwest Steel East Jetty and where it attached to the shoreline
- > when it was constructed;
- >
- > (2) whether the Midwest Steel / US Steel "water intake pipe" did or did
- > not go under the Midwest Steel East Jetty wall; and
- >
- > (3) whether, and how well, the Midwest Steel East Jetty is protected
- > from wave action on Lake Michigan (its future stability).
- >
- > I have prepared several documents - to address these issues.
- >
- > FIRST FILE: The first attached file - shows the Midwest Steel East Jetty
- > wall was attached to the shoreline that existed in the 1967-1969 time
- > frame, and is also attached to an erosion prevention wall located along
- > the shoreline on its west side - between the jetty and Burns Ditch.
- >
- > SECOND FILE: The second file shows the location of the "water intake

> pipe" - and the fact that the water intake pipe "does not" go under the  
> Midwest Steel East Jetty wall.  
>  
> THIRD FILE: The third file provides additional information showing the  
> 'path' of the "water intake pipe" with respect to the Burns Small Boat  
> Harbor 'north' breakwater. This file also describes how most of the  
> jetty wall (except for its extreme north end) is well protected from  
> storm wave action on Lake Michigan on both its east and west sides -  
> suggesting that this wall would be expected to remain stable for many  
> years. - (barring an extreme (and unlikely) catastrophic event).  
>  
> Let me know if you have any questions.  
>  
> All for now --- Stephen Davis  
> IDNR Lake Michigan Specialist  
> NEW e-mail: [sdavis@dnr.IN.gov](mailto:sdavis@dnr.IN.gov)  
> Phone 219-874-8316  
> Fax 219-879-2499  
>

Midwest Steel East Jetty – Shoreline Attachment



7-37a Burns/Portage Waterway entrance in 1967



7-37b Burns/Portage Waterway entrance in 1969



7-37c Burns/Portage Waterway entrance in 1982

Three Aerial Photos (1967, 1969, 1982): (Construction of the Midwest Steel East Jetty wall)

In the 1967 aerial photo - there is no offset of the shoreline from the east to the west sides of Burns Ditch. The offset begins to form after the construction of the Port of Indiana industrial complex and the construction of the Midwest Steel East Jetty wall to the east. Accretion (east) and erosion (west) are evident in 1969 and 1982.

**RIGHT ARROW:** (The Midwest Steel East Jetty is attached to the shoreline and an east-west wall.)

In each aerial photo, the right arrow points to the location where the Midwest Steel East Jetty is attached to the shoreline. The arrow also points to an east-west (shore-parallel) wall - protecting the shoreline from eroding west of the jetty. As soon as the Midwest Steel East Jetty was constructed, sand began to accumulate on the east side of the wall. The beach widened and sand dunes began to grow in the back-beach area. The amount of sand accumulated can be seen by comparing the water's edge movement with respect to the right arrow and the east-west wall position - with time. This sand accumulation on the east side of the jetty provides significant protection to the east side of the jetty by protecting it from Lake Michigan storm waves. This sand accretion also provides protection to the Midwest Steel (now US Steel) plant facility.

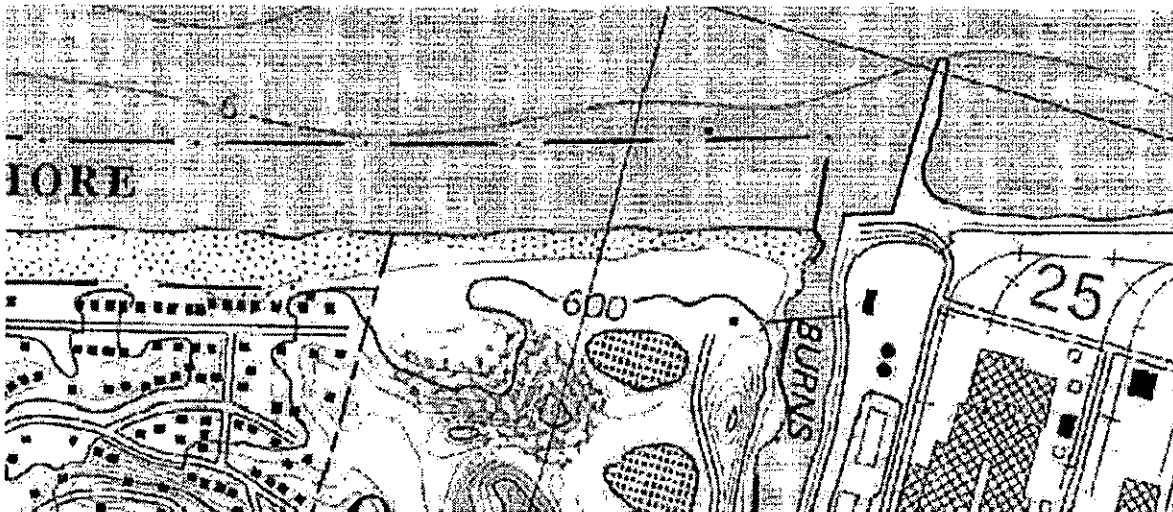
**LEFT ARROW:** (Wastewater treatment plant, and beach erosion west of Burns Ditch)

The left arrow points to the location of the existing Midwest Steel wastewater treatment plant on the west side of Burns Ditch. The amount of beach erosion on the west side of Burns Ditch can be seen by comparing the water's edge movement with respect to the wastewater treatment plant. By 1982, the beach and dune bluff have eroded back to the position of the wastewater treatment plant building.

=====

Ogden Dunes USGS Quadrangle Map (1968)

Connection of the shore-perpendicular (north-south) Midwest Steel East Jetty wall to the shoreline is shown. The shore-perpendicular jetty is also connected to the shore-parallel (east-west) wall located along the west shoreline, between the jetty and Burns Ditch.



Use the two "circular features" on the 'east' side of the Burns Ditch, and the square "wastewater treatment plant" on the 'west' side of Burns Ditch and the pipe bridge over Burns Ditch as references in the aerial photos.

This 1968 Quad map was Photo Revised in 1980.

Note the addition of the new buildings at the north end of the Midwest Steel building.

These buildings are not present in the 1967 or 1969 aerial photos.

# Midwest Steel / US Steel "Water Intake Pipe" Location (1982 Navigation Chart)

The Midwest Steel / US Steel "water intake pipe" does "not" go under the shore-perpendicular East Jetty wall. The water intake pipe goes through the west "shore-parallel" wall, between the jetty and Burns Ditch.

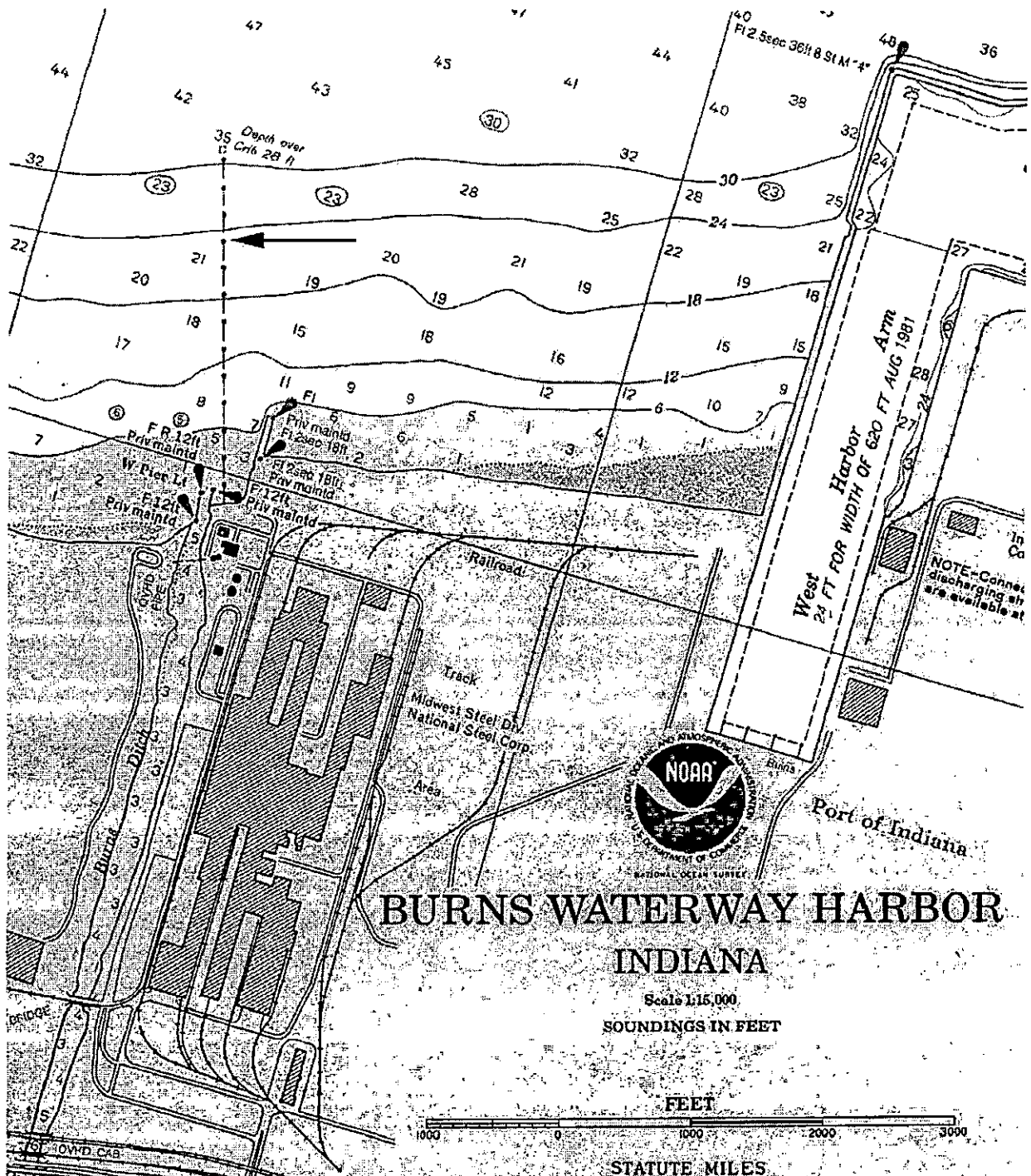


Chart 14926  
 United States - Great Lakes  
 Michigan - Indiana - Illinois  
 Chicago and South Shore of Lake Michigan  
 U.S. Dept. of Commerce, National Oceanic and Atmospheric Administration, National Ocean Survey  
 4<sup>th</sup> Ed. May 8/82

**Sandy Mordus**

---

**From:** "Stephen Davis" <sdavis@dnr.IN.gov>  
**To:** "John Smolar" <jsmo@verizon.net>; "Tim Kroll" <tim.kroll@usace.army.mil>; "Elizabeth Johnson" <Elizabeth.Johnson@mail.house.gov>; "Mark Lopez" <Mark.Lopez@mail.house.gov>; "Dan Gardner" <littlecal@nirpc.org>; "Lou Casale" <lcasale@cwblawfirm.com>; "Bill Biller" <billerW@hmidin.com>; "Charlie Ray" <cray@dunelandgroup.com>  
**Cc:** "James Hebenstreit" <jhebenstreit@dnr.IN.gov>  
**Sent:** Wednesday, August 24, 2005 10:00 AM  
**Attach:** 04 1987-1999BurnsSmallBoatHarborAerialPhotosArrow.pdf; 05LakeLevelGraph1996-2005.pdf; 06LakeLevelGraph1960-2005.pdf  
**Subject:** Coastal dynamics - US Steel shoreline stability depends on US Steel maintaining the Midwest Steel East Jetty wall

All:

Per discussions during the meeting with the City of Portage, Corps of Engineers, Congressman Visclosky's office, and Little Calumet River Basin Development Commission) on 08/17/05 at Portage City Hall - concerning turnover of the Portage Public Marina from the Little Calumet River Basin Development Commission to the City of Portage - the issue of US Steel understanding the importance of them maintaining the stability of the Midwest Steel East Jetty wall in the future was discussed.

== = Maintaining US Steel's stable shoreline:

The attached file provides a description and summary of the coastal dynamics that presently exist in the area of Burns Ditch - explaining why US Steel should be ready to maintain the structural integrity of the Midwest Steel East Jetty wall - in order to maintain their beach and sand dune system that has protected the plant facility from the forces of Lake Michigan for many years.

The Midwest Steel East Jetty is the structure that originally captured the sand that created the existing "beach and sand dune system" protecting the US Steel facility from the forces of Lake Michigan. The Jetty is also the structure that keeps this sand protection in place.

Historical aerial photographs show the protective beach and sand dunes along the shoreline of US Steel have been stable for many years through periods of both high lake levels and severe storms. This stable shoreline should continue as long as US Steel maintains the Midwest Steel East Jetty wall.

I have put together a description of the "potential" consequences to US Steel - if the Midwest Steel East Jetty wall were ever to fail - for some unlikely reason. It is extremely important that US Steel be aware of the need to maintain the integrity of the Midwest Steel East Jetty wall in the future.

I have also included Lake Michigan lake level graphs showing the 1986 record high lake level and the most recent 1997 high water events that

8/24/2005

the protective beach and sand dunes on the US Steel shoreline have already survived over the years.

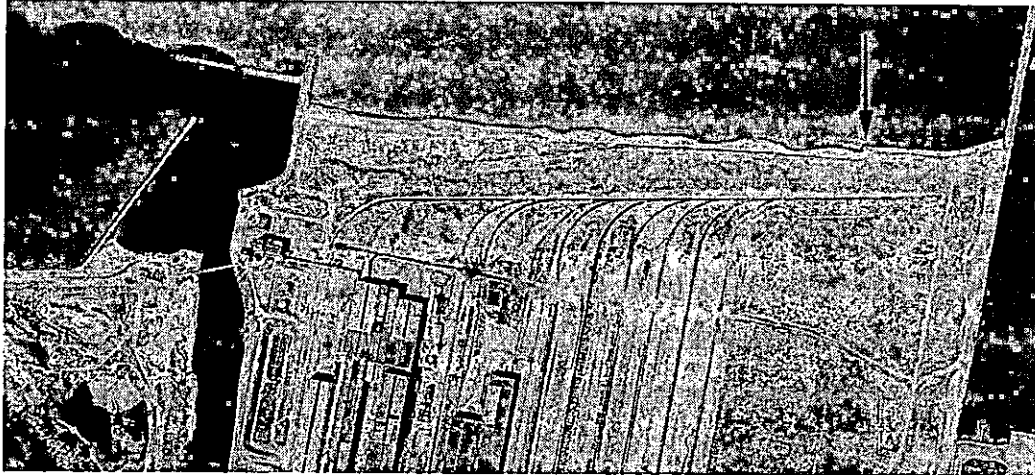
Let me know if you have any questions!

All for now --- Stephen Davis  
IDNR Lake Michigan Specialist  
NEW e-mail: [sdavis@dnr.IN.gov](mailto:sdavis@dnr.IN.gov)  
Phone 219-874-8316  
Fax 219-879-2499

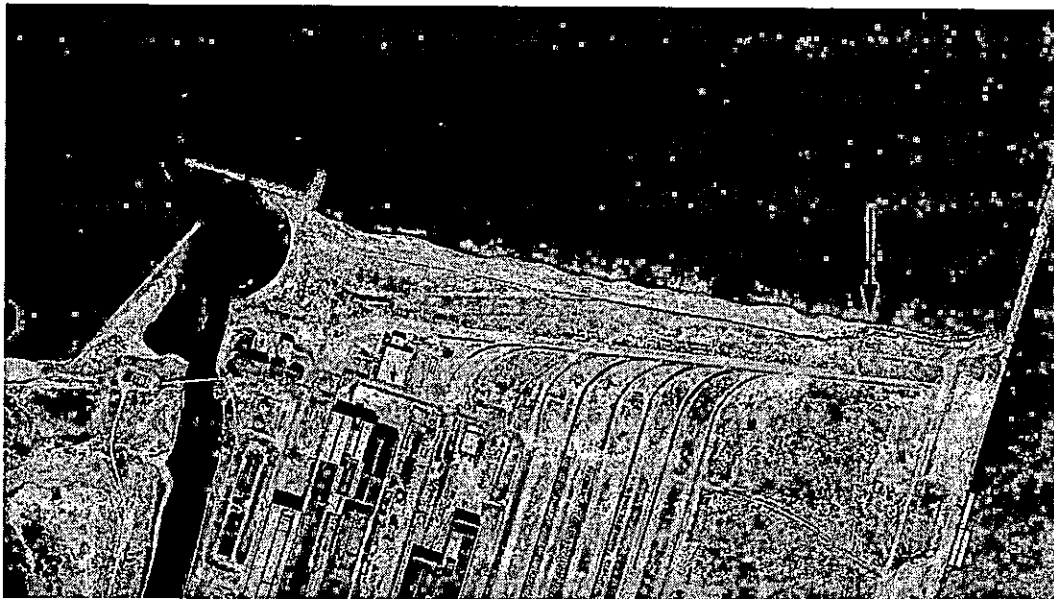


### US Steel Shoreline Stability

1987 Aerial Photo (top) – Burns Small Boat Harbor and shoreline over to the Port of Indiana  
The Midwest Steel East Jetty wall is effectively maintaining a beach and sand dune system on the US Steel shoreline in 1987 even after the 1986 record high lake levels on Lake Michigan. On the right side of the picture, note the shore-parallel rock wall extending west from the Port wall.



1999 Aerial Photo (below)– Burns Small Boat Harbor and shoreline over to the Port of Indiana  
Note the same shore-parallel rock wall extending west from the Port wall as seen in 1987. The fact that this wall has not been extended westward over the years suggests a relatively stable shoreline exists. The general stability of the shoreline exists even following the 1997 high lake levels and the 1998 winter storm (blizzard). The 1998 blizzard caused significant damage to Indiana's coast, but resulted in only erosion of the dune-bluff here. The Midwest Steel East Jetty wall continues to maintain a stable beach, providing protection to the steel mill infrastructure, even through the worst adverse lake levels (1986 and 1997) and storm conditions in recent time.



#### US STEEL SHORELINE STABILITY:

The Midwest Steel East Jetty is providing and maintaining an effective barrier between the infrastructure of the US Steel facility and the forces of Lake Michigan - in the form of a "beach and sand dune system" that accumulated east of the jetty wall since it was built. As shown in the 1987 and 1999 aerial photos above - this shoreline stability survived the 1986 record high lake level, and the more recent 1997 high waters, in addition to the 1998 winter storm that caused significant damage to other parts of the Indiana shoreline. The 1998 winter storm resulted in some cutting back of the protective dune, but the beach position remains stable.

#### EAST JETTY WALL STABILITY:

The Midwest Steel East Jetty wall is protected along almost all of its length on both its east and west sides, which helps retain the jetty's long-term stability into the future.

**EAST SIDE:** The beach and dunes that have built up on the east side of the jetty protect the "east side of the Midwest Steel East Jetty" wall from storm wave forces of Lake Michigan. As long as the beach and dunes remain, the jetty wall is essentially protected on its east side.

**WEST SIDE:** The presence of the Burns Small Boat Harbor's north and west rock breakwaters provides protection to the "west side of the Midwest Steel East Jetty" wall from storm waves. The north breakwater prevents the largest north waves from reaching the wall and its connecting point to the shoreline, and the west breakwater wall prevents the full force of smaller waves coming from the west from reaching the jetty.

The Midwest Steel East Jetty wall is protected from wave action along most of its length by these features.

#### US Steel's Dependence on the continued stability of the Midwest Steel East Jetty Wall.

It is extremely important that US Steel be aware of the need to maintain the integrity of the Midwest Steel East Jetty wall in the future. This includes the short portion of the jetty wall that extends north into Lake Michigan - north of the Burns Small Boat Harbor "north breakwater". Even this short northernmost portion of the Jetty wall helps maintain the present configuration and position of the beach and sand dunes protecting the US Steel plant facilities. It is imperative that US Steel maintain the stability of the protective beach and sand dune system that has built up on the east side of the jetty. It is this beach and sand dune system that protects the steel mill infrastructure from the forces of Lake Michigan. The Midwest Steel East Jetty wall keeps this protective beach and sand dune system in place.

#### LARGE POTENTIAL: (Coastal Dynamics)

In 1967, before there was a jetty, there was no offset in the shoreline position from one side of Burns Ditch to the other. So, the likelihood that sand would move either east or west past the mouth of Burns Ditch was about equal. Water depths were also the same on both sides of Burns Ditch - so the potential for sand to move one way over the other was very low. Sand moved in either direction, depending on the direction of the waves and currents carrying it. Sand could move east or west without much trouble.

However, once the large offset in the position of the shorelines on the east and west sides of Burns Ditch formed - a tremendous potential for sand to move westward toward Ogden Dunes from the US Steel shoreline was created. The Midwest Steel East Jetty is preventing this sand movement from occurring, which is the reason for the word "potential".

Dynamically, this large potential exists because of the deeper water that now exists offshore of Ogden Dunes, west of the accumulated sand. This deeper water is the result of Ogden Dune's sand continuing to move westward in the prevailing waves and currents - off the Ogden Dunes beach and off the offshore sand bars on the lake bottom. With little or no sand coming in to replace this westward moving sand - the Ogden Dunes beaches have narrowed and the offshore water depths have gotten deeper with time. Also, the growth of the accumulated beach and sand dunes out farther into Lake Michigan on US Steel's shoreline has added to this potential.

Since deep water lies west of the accumulated sand at US Steel, the potential for rapid loss of US Steel's sand toward the west is great - if the Midwest Steel East Jetty were to fail. Even though it is unlikely that the Jetty will fail, the large potential for US Steel to lose its protective shoreline exists. As shown by the aerial photos above, as long as the Midwest Steel East Jetty wall is maintained by US Steel, the protection provided by the existing stable shoreline will continue.

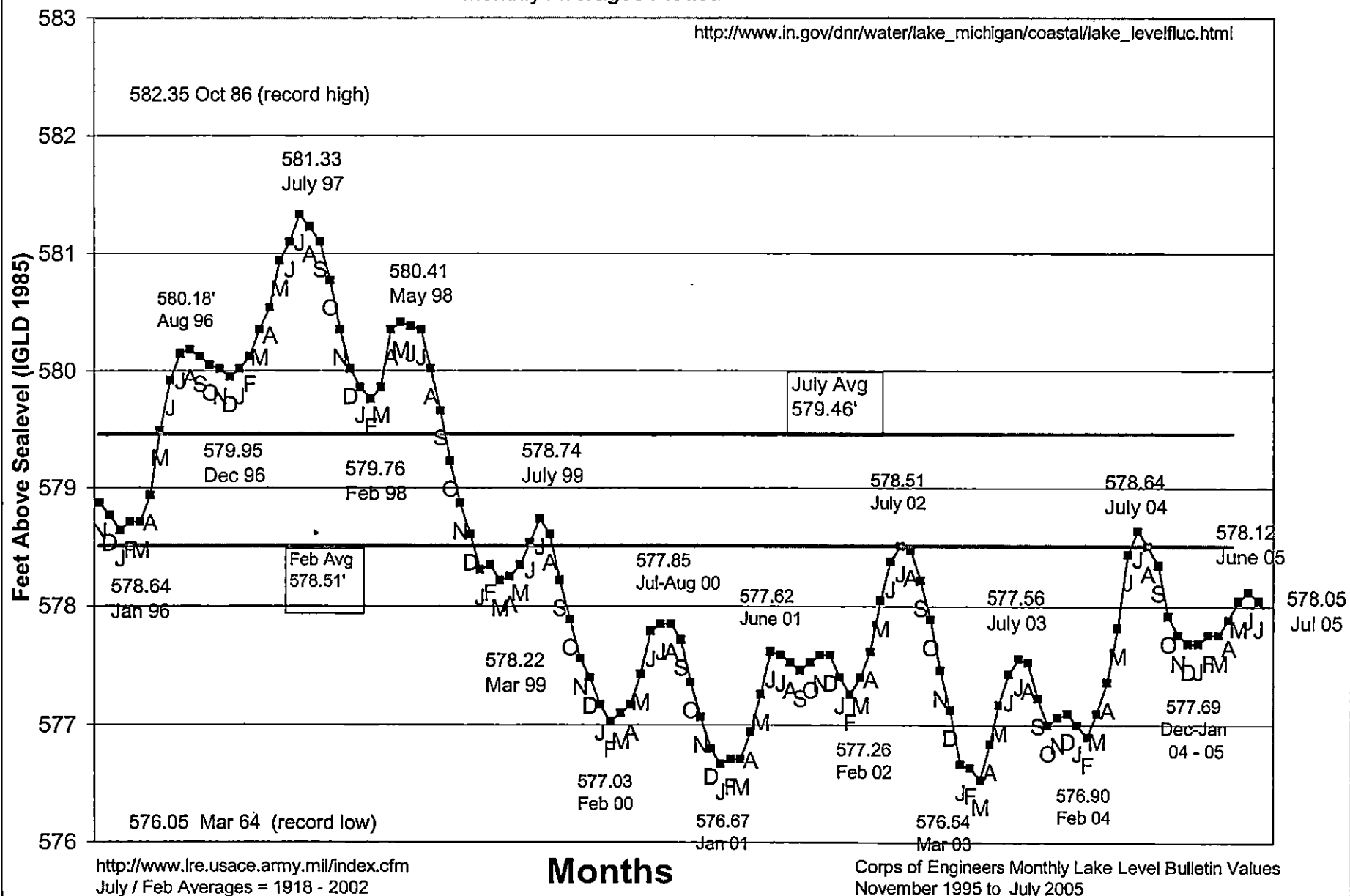
**CONSEQUENCE OF THE LARGE POTENTIAL:** While failure of the Midwest Steel East Jetty wall is unlikely, given that it is protected from Lake Michigan storm waves on both its east and west sides, the large potential for sand to move westward still exists. Compromise of any part of the jetty wall would mean the sand that now protects the infrastructure of the US Steel facility would begin to move westward into the deeper water offshore of Ogden Dunes. Since the entire length of the present jetty wall acts to retain sand on US Steel's shoreline, even the loss of the short stub breakwater (north of the Burns Small Boat Harbor north breakwater) would allow sand to move westward around the Burns Small Boat Harbor. It is in the best interest of US Steel to maintain the entire Midwest Steel East Jetty wall in its present configuration, and to be prepared to take the necessary steps to repair any damage or degradation of the jetty that might occur in the future. Failure by US Steel to maintain this jetty wall could result in sand moving westward off the US Steel shoreline toward Ogden Dunes - resulting in the loss of the beach and sand dune barrier that has protected US Steel from the forces of Lake Michigan since the jetty was constructed.

The continued future stability of the existing protective beach and sand dune system on US Steel's Lake Michigan shoreline depends on the presence and maintenance of the Midwest Steel East Jetty wall.

Note: All of these numbers  
are the average of 6 gages  
in Lake Michigan and Huron.

# LAKE MICHIGAN LAKE LEVEL 1996 - 2005

Monthly Averages Plotted

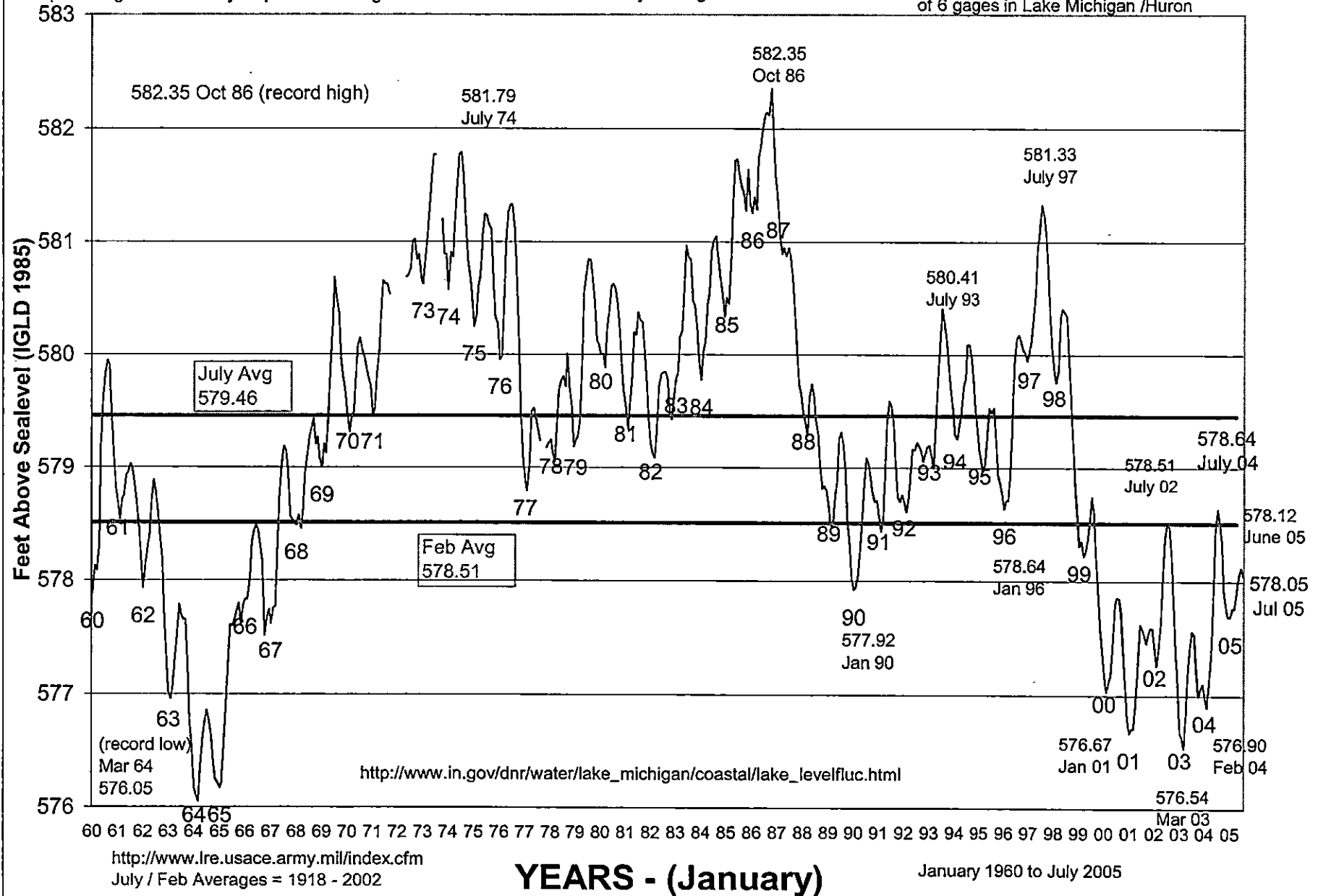


# LAKE MICHIGAN LAKE LEVELS 1960 - 2005

Corps of Engineers Monthly Report for "Michigan - Huron"

Monthly Averages Plotted

Note: All of these numbers are the average of 6 gages in Lake Michigan /Huron





## ***LAND MANAGEMENT REPORT***

***For meeting on Wednesday, September 7, 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 July 28 – August 31, 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 20<sup>th</sup>, 2004. **(Still ongoing as of August 31<sup>st</sup>, 2005.)**
- 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. CHICAGO TOWER LEASING CORPORATION:**

1. Received a proposal with the rental increase, based upon the consumer price index for the last (5) years from Chicago Tower on July 12, 2005
  - Increase from \$1400/month to \$1568/month.
  - Submitted to LCRBDC attorney for review and comment on July 14, 2005
  - This increase is based upon existing agreement with Chicago Tower
  - **The proposal from Stan Stann was agreed upon by the commissioners at the August 3<sup>rd</sup>, 2005 board meeting, to increase the monthly rent from \$1,400 to \$1568, based upon the current CPI.**
  - **A letter confirming this was sent to Chicago Tower, on August 16<sup>th</sup>, 2005, indicating LCRBDC attorney was working on a modified agreement.**
2. LCRBDC received a letter from Chicago Tower on July 22, 2005 proposing additional lease space for Verizon Wireless
  - They would require a 11' x 15' space for a diesel generator site to provide emergency backup power in the event of a power outage.
  - LCRBDC needs to coordinate and negotiate, **after receipt of information from Chicago Tower.**

### **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. **To date, they feel their exercised option gives them “first standing” in a proposal.**
- D. LCRBDC advertised for (2) full mowings of the levees on June 23, 2005.
- **1<sup>st</sup> mowing was completed on August 5<sup>th</sup>, 2005. Inspection was made and mowing found satisfactory.**



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

August 16, 2005

Mr. Stan Stann  
CHICAGO TOWER LEASING CORPORATION  
105 Murphy Lake Road  
Park Ridge, Illinois 60068

Dear Stan:

At our August 3 Commission meeting, it was agreed upon and approved that we would accept your estimate to increase the monthly rent from \$1400 to \$1568 beginning July 1 of 2005. We appreciate your providing the substantiating data from your accountant regarding the Consumer Price Index. Our attorney is currently working on an agreement that will be forwarded to you for your signature.

In response to your request on behalf of Verizon Wireless to add an 11' x 15' space for the installation of a diesel generator, it was also approved at the same meeting to increase the new monthly rate from \$1568 per month to a total of \$1700 per month, which would calculate to \$132 per month increase for the addition of Verizon. Prior to finalizing that addendum to the existing agreement, Commissioners requested that you provide us all pertinent data as to where this addition will be installed, along with data regarding the generator, and agreeing to assume all responsibilities and liabilities for any potential environmental concerns. We will then structure an addendum to the agreement which would address these concerns.

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

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm

cc: Robert Marszalek, LCRBDC  
Robert Huffman, LCRBDC  
Lou Casale, LCRBDC attorney



## **OPERATION AND MAINTENANCE REPORT**

**For meeting on Wednesday, September 7, 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 July 28 – August 31, 2005)**

---

### O&M Committee (Ongoing issues):

#### A. Funding to complete O&M obligations.

1. A letter was received from the COE on April 14<sup>th</sup>, 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)
  - A. **A meeting was held with the Army Corps, representatives from Gary, and the LCRBDC on August 5<sup>th</sup>, 2005, to review O&M turnover, Burr Street (Gary) construction, and pump station rehabilitation.**
    - **Minutes of the meeting were submitted to all parties from review and comment on August 16<sup>th</sup>, 2005. Final minutes will be distributed to the commissioners upon receipt and input of participants.** 1-7
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. (27<sup>th</sup> and Chase)
  - 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.
  - **LCRBDC received a memo from the COE dated July 11<sup>th</sup>, 2005, on August 10<sup>th</sup>, 2005, providing status and data regarding miscellaneous drainage problems.** 8-11
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.
  - 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.
  - A proposal was received on June 7, 2005 by J.F. New for design services in the amount of \$18,250.
  - **At the August 5<sup>th</sup>, 2005 coordination meeting with Gary, Gary agreed to coordinate with J.F. New for design and agreed to pay for these services out of existing funds (Refer to pager 3 of the meeting minutes – Item #4.**



- 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. A developer is interested in purchasing property in Gary from Chase to Grant, north of 35<sup>th</sup>, outside our line of protection.
    - A request was sent to the COE on July 12 requesting a review of their original flowage designation in this area to see if it may have changed after the installation of the ditch and pump system as part of the Stage III Remediation project  
**(Ongoing)**
  3. Inspections were held with the Corps, LCRBDC, and representatives from Gary as follows:
    - A. 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.
    - B. **A motion was made at the August 3<sup>rd</sup>, 2005 board meeting to solicit for quotes to do emergency repairs at the Grant Street and Ironwood Pump Stations. (Sent for quotes on August 11<sup>th</sup>, 2005.)** 12-13
      - Staff was given authorization to award work to the low bidder.
      - Austgen Electric was the only contractor of (4) to submit a quote – This was in the amount of \$7,150, with a \$500 allowance/station to do immediate repairs.
      - Agreement was sent to Austgen on August 25<sup>th</sup>, 2005 – anticipate start on August 31<sup>st</sup>, 2005. 14
  4. 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 14<sup>th</sup>, but ran out of funds and could not attend on the 21<sup>st</sup>.
    - When the summarization is completed, it will be forwarded to the Corps.  
**(ongoing)**
  5. Gary indicated they would take over O&M responsibilities for the (2) recently completed lift stations (32<sup>nd</sup> & Cleveland and Marshalltown) as soon as all criteria are met by LCRBDC & the COE. (Refer to minutes of the August 5<sup>th</sup>, 2005 meeting – page 5 of minutes, item #2.) 15
    - A letter was sent to the Corps on August 16 regarding turnover and items needed.

- 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.
    - The COE agreed to do the initial survey work.
    - It appears LCRBDC will need to contract out services for Griffith to gather information for levee certification as requested by FEMA.

**Sandy Mordus**

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**From:** "Sandy Mordus" <smordus@nirpc.org>  
**To:** "Sandy Mordus" <smordus@nirpc.org>; "James Meyer" <jmeyer@meyerwyattpc.com>; "Spike Peller" <spike@garysan.com>; "Smales, Donald" <dsmalles@greeley-hansen.com>; "Niec, Jay" <jniec@greeley-hansen.com>; "Dwain Bowie (E-mail)" <dwain.bowie@unitedwater.com>; "Bob Huffman" <huffmun@sbcglobal.net>  
**Sent:** Thursday, August 25, 2005 3:12 PM  
**Subject:** Re: Minutes of the August 5 coordination meeting with Gary

To all Parties:

Below is the request for your review of the minutes from our meeting on August 5. To date, we have not received any responses from the attendees. Our next Commission meeting is scheduled for September 7 and I would like to have your comments no later than September 1 in order that I may share the minutes of this meeting with our Commissioners. If I do not receive your comments by that date, I will assume that the minutes can stand as presented to you. If you have any questions regarding this request, please let me know.

Jim Pokrajac, Agent  
Engineering/Land Management

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

**From:** Sandy Mordus  
**To:** James Meyer ; Spike Peller ; Smales, Donald ; Niec, Jay ; Dwain Bowie (E-mail) ; Bob Huffman  
**Sent:** Tuesday, August 16, 2005 11:23 AM  
**Subject:** Minutes of the August 5 coordination meeting with Gary

Attached are minutes of the August 5 meeting between Gary, their representatives, the LCRBDC, and the Army Corps to discuss the O&M turnover for the flood control features completed in Gary, as well as the upcoming coordination for the Burr Street – Gary levee between Colfax and Burr.

The LCRBDC and the Army Corps have completed their preliminary review of these minutes. We would like for you to review these and either approve, modify, add to, or change any items you think are pertinent for the record of this meeting. The items that are bolded are action items.

If you have any questions regarding this, please let me know. I would appreciate hearing back from you as soon as you able. Thanks,

Jim Pokrajac, Agent  
Engineering/Land Management

8/25/2005



**MINUTES OF THE MEETING OF BETWEEN THE  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
AND THE CITY OF GARY TO DISCUSS THE  
O&M TURNOVER PROCESS  
AUGUST 5, 2005**

**Attendees:**

Jim Meyer, Attorney, GSWMD/Gary  
Spike Peller, GSWMD  
Don Smales, Greeley & Hansen  
Jay Niec, Greeley & Hansen, GSWMD  
Dwain Bowie, United Water  
Hal Black, United Water  
Cass Villacin, WREP/United Water  
Dan Gardner, LCRBDC, Executive Director  
Jim Pokrajac, LCRBDC, Engineering/Land Management Agent  
Bob Huffman, LCRBDC Commissioner  
Lou Casale, LCRBDC Attorney  
Imad Samara, USACOE, Project Manager (via tele-conference call)

**I. Overview of Little Calumet River Project Status**

- A. Dan Gardner explained the current construction status of the overall flood control project to the Illinois state line
1. August 2005 scheduled release for bids for Stage VI-1N (Kennedy Avenue to Cline, north of the Little Calumet River)
  2. Stage VI-2 has already been awarded and construction will start this fall (Cline to Cline, south of the Little Calumet River)
- Dan Gardner also explained Congressman Visclosky's letter dated March 30, 2005 targeting the entire project to the Illinois state line be completed by December 2009.
4. There was an explanation of the upcoming Betterment levee projects
    - Gary portion – Colfax to Burr
    - LCRBDC portion – Burr to Clark
  5. Imad Samara mentioned that the Army Corps currently had \$1.5 million set aside for flood proofing that will be made available for Burr Street construction east of Burr Street.
    - Dan Gardner mentioned that the LCRBDC has a total of \$900,000 approved by the State Budget Committee for both betterment levee segment projects. The Army Corps estimate for the project east of Burr Street would require approximately \$600,000 be made available from the LCRBDC in addition to Army Corps money to complete that construction.
    - That would provide \$300,000 that the LCRBDC could use for the construction with Gary between Colfax to Burr.

- Jim Meyer indicated the city of Gary also has a limited budget and that the \$1.4 million that was originally earmarked would be their total participation in this project.
  - Lou Casale indicated that the current Army Corps estimate is above the available funding and that if Gary provides \$1.4 million, LCRBDC would still only have approximately \$300,000 available for the balance of construction cost.
  - Jim Meyer asked that if the cost exceeds the Corps estimate, who would pay for this overage.
  - Lou Casale indicated that as part of the agreement, they would indicate that "if the bids come back over the estimate, the city of Gary and the LCRBDC would have to agree on who pays what part of the overage before the award of the contract".
  - Jim Meyer asked Imad Samara what the current Army Corps estimate is for the Little Calumet River portion of construction from Burr to Clark (Imad Samara indicated that they don't have a current estimate for the Burr Street - Little Cal portion but they should have it by the end of August. The current estimate was \$3.5 million for the entire Burr Street Phase II (which includes the Gary portion), but has not been re-visited.
  - This estimate does not include profit.
6. Dan Gardner mentioned the overall requirements for Gary to come out of the floodplain are as follows:
- Grant Street and Broadway interchanges and I-80/94 need to be completed by INDOT (anticipated construction completion fall of 2005).
  - City of Gary needs to accept O&M responsibility for completed construction in Gary and sign an agreement accordingly.
  - The Army Corps needs to certify the levee construction as a requirement by FEMA.
  - All betterment levee construction needs to be completed between Colfax and Clark. Construction contracts need to be let to allow the petition to have FEMA begin reviewing the paperwork.

## II. Burr Street Gary Levee - Project Sequence

- A. **Imad Samara indicated that the Corps will provide (1) completion of the plans and specifications for the levee and drainage work; (2) provide engineering during construction; (3) review submittals from the contractor in accordance with the specifications developed by the Corps; and (4) construction management by the Corps' Calumet Area office personnel. Imad Samara further indicated that the plans and specs have already been completed by the Corps and are ready to advertise.**
- B. As per the city of Gary's request to include MS4 design addressing water quality, J. F. New has a proposal in the amount of \$18,250 to supplement the Corps' plans and specifications.
1. **J. F. New has been given the disk with the design for Burr Street as provided by the Corps. They will modify these drawings to include**

**features that will address water quality and submit it to the Corps for final review.**

- **Jim Pokrajac to get CD disk to Don Smales for Burr Street (the design on this disk is 6-8 months old and is the most current).**
- 2. **Army Corps will review this design and upon concurrence, will include these modifications as part of the bid package.**
- 3. **The city of Gary and their representatives will review this disk to cross reference earlier comments to see how the Corps has addressed previous concerns of design.**
- 4. **J. F. New contract is for \$18,250**
  - Lou Casale indicated the LCRBDC does not have additional money to pay for this design.
  - Lou Casale also indicated that if the LCRBDC were to assume this responsibility, they would have to R.F.P. to use J. F. New.
  - Jay Niec indicated the proposed design would be to have a shallow, low flow ditch incorporated within the high flow ditch which will include a plunge bowl at both the east and west ends of the drainage ditch. Also, that plantings (native vegetation) and meanderings would be included.
  - Jim Meyer asked why J. F. New would have to provide the civil design for this concept. Jim Pokrajac pointed out that the Corps does not have "in-house" design capability for this type of concept.
  - Jim Meyer questioned the amount of maintenance that would be required for this system after the project was completed (Jay Niec indicated the plunge bowl would need to be cleaned occasionally and that native grasses, once established, would not require any assistance or maintenance).
  - Jim Meyer requested that we talk to J. F. New to get a separate cost of construction to incorporate this design for discussion purposes.
  - Jim Meyer indicated that the city of Gary will pay for the services to be performed by J. F. New from existing funds and will proceed to retain to use J. F. New asap.
- 5. **The LCRBDC distributed the most recent Corps construction estimates for the Gary portion of the Burr Street levee. This is to be kept confidential.**
  - Jay Niec mentioned that there would be some overlap with the estimate, whereby MS4 costs would be included (type of plantings in the ditch).
- 6. **Lou Casale asked the Corps to explain the current construction schedule**
  - Imad Samara indicated that once the design was completed, that the city of Gary would have their own time frame based upon their bid procedures.
  - The LCRBDC schedule for the segment east of Burr Street is currently dependent on executing the Norfolk Southern Railway Company agreements. (anticipating 2-3 months to advertise).
- 7. **Dan Gardner asked if it would be more desirable to the Corps to have both Burr Street projects going on simultaneously (Imad Samara mentioned that it did not matter because the Corps was going to dedicate one construction field manager for both projects).**

- Dan Gardner asked if any of the current construction items could be removed or reduced (Imad Samara indicated that one possibility would be to eliminate the construction trailer as a bid item).
8. Lou Casale discussed the upcoming agreement that will be needed between the LCRBDC and the city of Gary regarding the Betterment levee – Gary portion of construction.
- Jim Meyer indicated that the main issue appeared to be money and that, at this point in time, no one could anticipate what respective funding would be until the bids came back.
  - Imad Samara asked the city of Gary how this project was to be bid. Jim Meyer indicated that the apparent low bidder would be considered after final evaluations and that any qualified contractors could bid on this project.
  - Jay Niec, discussing money issues for this segment, indicated that the Corps estimate included a 20 mile travel to and from the borrow site (if the contractor selects to use the near-by “Brian Doughman” site, that it is adjacent to the construction and would save considerable money for travel time.
  - **Lou Casale indicated that from a time frame perspective, that it could take more than 45 days to get the Attorney General’s signature to complete the execution of this agreement, which would be required per State statute.**
9. Lou Casale questioned the Corps as to whether or not they would be part of the signing of the upcoming agreement.
- Imad Samara indicated they would not, because they have a current agreement with the LCRBDC.
  - **Lou Casale indicated he would have a draft agreement made available to Jim Meyer, hopefully, within a few weeks.**

### III . Pump Stations Rehabilitation/Inspection/Acceptance by Gary for O&M

1. Dan Gardner indicated that the LCRBDC had an Operation & Maintenance Committee meeting on July 26 to discuss the facilitation of turning over the six pump stations to the city of Gary.

- **The Commissioners gave authorization to complete emergency repairs at the Ironwood and Grant Street pump stations.**
- Lou Casale asked if the agreement was in place
- **Jim Pokrajac indicated that it was being solicited for quotes and that by August 19, a contract would be awarded to complete these items.**
- **Jim Meyer indicated that an agreement be put together for the pump stations whereby WREP, LCRBDC, GSD, and the GSWMD would all sign off agreeing to complete construction to make the pump stations “as-designed”.**
- Lou Casale indicated that everyone will work together to complete a scope of work that is acceptable to all parties.



- **Jim Pokrajac mentioned that the scope of work should be completed for bids by the middle of September**
- **Jim Pokrajac indicated that they are working with R. W. Armstrong to complete a scope of work and will coordinate with Jay Niec from Greeley & Hansen to determine the final scope of work. (A field visit will be held at each site to assure that all items required to get to "as-designed" condition would be satisfactory to all parties.)**
- **Dwain Bowie questioned the status of the \$35,000 in charges that need to be reimbursed to United Water for services performed over the past several years to keep the pump stations operational.**
- **Jim Pokrajac distributed the current lists of items to be completed as performed from diagnostic testing from Austgen Electric, a separate inspection with the Corps, and items that were addressed by the city of Gary. These were distributed to Don Smales and Dwain Bowie.**
- **Jim Meyer questioned the status of the transfer of real estate for excess lands from the LCRBDC to the city of Gary (Lou Casale indicated this is ongoing).**
- **Jim Meyer indicated that the city of Gary needs to either own the land or have an easement agreement upon the land upon which they will be performing O&M. Lou Casale asked about the four pump stations and Jim Pokrajac indicated that two were on land currently owned by the LCRBDC and two were on properties owned by the city of Gary.**
- **Jim Meyer indicated that the city of Gary needs, not only to have rights on the lands that they need to perform O&M, but they need easements to access these sites.**
- **Lou Casale suggested that we could turn over the pump stations first because of the urgency to insure their operation during a potential flood event and that the other easements or transfers would follow later.**
- 2. **Recently, an inspection was completed by the Army Corps, LCRBDC, and Greeley & Hansen for the Stage III Remediation project, which included two lift stations (Marshalltown and 32<sup>nd</sup> & Cleveland).**
- **Imad Samara asked if we could turn these over to the city of Gary right now because they were found satisfactory and could be turned over in "as-designed" condition.**
- **Jim Meyer indicated they would take these two pump stations over for maintenance but they would require several items prior to agreeing to take over these stations. (confirm that any punch list items have been completed, any spare parts be turned over, O&M manuals and/or guarantees and warranties would be made available, all as-built drawings be provided to the city of Gary, and that proper training has been provided to representatives from Gary.**

- **Jim Meyer indicated to Lou Casale that they would need to work out an agreement whereby those lands, currently owned by LCRBDC, need to be turned over or transferred to the city of Gary.**
- **Lou Casale suggested that we combine all land transfer (excess lands as well as all easements or rights to work on the land that would accommodate Gary for O&M responsibilities) and we submit these to the Attorney General at one time.**
- **Jim Meyer asked for a map that would show all of the properties that the LCRBDC would turn over to Gary. Jim Pokrajac indicated that we had previously given them these drawings and that if they needed extras, we could provide them.**
- **Jim Pokrajac will coordinate with LCRBDC staff to comprise a package of all plats and legal descriptions which will be included as attachments to the agreement which would be worked out between Attorney Casale and Jim Meyer.**
- **Spike Peller asked about the sluice gates and flap gates and whether or not they should be included as part of the contract to bring project features to "as-designed" condition. (Jim Pokrajac indicated that it may be best to treat this as a separate item and that a few sluice gates still need to be inspected.**
- **Jim Pokrajac also indicated that flap gates may need to be cleaned as well as the sluice gates need to be lubricated.**
- **Don Smales asked what the status was for the 27<sup>th</sup> and Chase Street sluice gates and whether or not we would advertise that with the Burr Street Betterment project.**
- **Imad Samara indicated this would be handled separately.**
- **Jay Niec indicated he was working with Rick Ackerson. The Army Corps still needs to submit their proposal to Jay Niec for review and comment. Imad Samara to facilitate.**
- **The Army Corps will bid that project out separately and provide all necessary coordination.**
- **Jim Pokrajac was given the assignment to comprise the minutes of this meeting and will work on other involved parties to assure all items are addressed and/or current and accurate before final distribution.**

CELRC-TS-HH

JUL 11 2005

MEMORANDUM FOR CELRC-PM-PM  
CELRC-TS-D  
CELRC-TS-DM  
CELRC-TS-DS  
CELRC-TS-DE

REC'D. ON  
AUGUST 10, 2005

SUBJECT: Little Calumet River, 27<sup>th</sup> and Chase Street, Miscellaneous Drainage Problems

1. Plans and specifications were developed and reviewed by the local sponsor regarding the above project. A meeting was held to discuss the local sponsors comments regarding the plans and specifications. Due to questions and comments, additional data exchanges between the local sponsors engineering firm, Greeley and Hansen and the Corps were made to better clarify the drainage problem. Prior to the meeting there was some data provided by RQAW regarding the highway drainage. The Corps developed an HEC-HMS model incorporating the drainage information from RQAW and expanding to include other local drainage to the Corps gatewell structure. The Corps provided Greeley and Hansen with the local HMS drainage model. The Corps also provided stage statistics for the Burr Street gage developed from hourly data for approximately 5 years of record. Greeley and Hansen provided the Corps with an estimate of the flow capacity of the 5'X 8' storm sewer running to the old pump station and overflowing to the ditch along the east side of Chase Street, along with a profile of the sewer and estimates of the combined pump capacity from the old station.
2. Stage statistics developed from hourly stage data taken from the Little Calumet River Gage at Burr Street are as follows:

Average stage 590.49 ft NGVD

>=587ft	NGVD	100.000%
>=588ft	NGVD	99.995%
>=589ft	NGVD	95.777%
>=590ft	NGVD	70.180%
>=591ft	NGVD	26.575%
>=592ft	NGVD	6.159%
>=593ft	NGVD	1.945%
>=594ft	NGVD	0.609%
>=595ft	NGVD	0.204%
>=596ft	NGVD	0.000%

The maximum capacity of the 5'x 8' sewer was estimated to be 230 cfs. As discussed with Greeley and Hansen, this capacity would be less than the 100 year flow from the upland areas feeding the sewer. This sewer has been separated to outlet only storm

8

CELRC-TS-HH

SUBJECT: Little Calumet River, 27<sup>th</sup> and Chase Street, Miscellaneous Drainage Problems

water, where previously it was a combined sewer. The old pump station had three pumps, two 700 gpm pumps sized for sanitary flow and one 6,000 gpm (13 cfs) pump for storm flow. Peak 100 year flow from the local drainage areas from the HMS model totaled 17 cfs. From this information the maximum 100 year flow to the gatewell would be approximately 250 cfs (230cfs +17 cfs).

3. Since the time of the meeting, the Corps put together a few HEC-RAS models to look at the effects of the raised gatewell and raised culverts through the access road compared to gatewells and culverts placed at the invert of the ditch. A model of the outlet ditch to the Little Cal from the Corps gatewell structure to its confluence was developed and also a model of the 5'x 8' sewer. These models were developed as tools to help to determine a solution to the problem of the incorrect invert elevations of the gatewell and access road culverts (constructed 2 feet too high). The model also includes the effects of an overflow area to the north where when flows back up they would overflow to the ditch along the south side of the Borman and pass through culverts and a gatewell at Grant Street (elevation 588.5).
4. The HEC-RAS outlet ditch model was developed using a surveyed section at the gatewell and assuming a Manning's "n" value of 0.05. The outlet ditch is approximately 1300 feet long. The average River stage (590.5 ft NGVD) was taken from the Burr Street statistics and used as the downstream boundary condition. A rating curve for the river side of the Corps gatewell is shown on enclosure 1.
5. A model was developed using HEC-RAS model that includes the gates and access road culverts and also includes the effects of the overflow area shown on enclosure 2. The ditches and existing culverts along Chase Street north of the access road are not included in the model, so overflow values are conservative. Enclosures 3 through 10 present rating curve comparisons for different stages on the river side of the gates. The legend on enclosures 3 through 10 can be interpreted as follows: The numbers at the end of the labels are the elevations on the river side of the gate for each plot. The label that includes an "h" just before the number is the label for the line that represents the "high" gatewell/access road culvert condition. For example the label "gates593" is the label for the gates at the invert of the channel and a water level of 593 on the river side of the gates. The label "gatesh593" would be the same condition, but for the incorrectly constructed "high" gatewell/culvert condition.

Paragraph 3 above estimated that 250 cfs would reach the gatewell during a 100 year event. Looking again at enclosure 2 this would translate into a stage of 593.6 on the river side of the gate. Enclosure 11 shows a plot of the two gatewell/culvert conditions assuming a riverside elevation of 593.6. From the plot the stage produced on the landside of the gate with the lower gatewell elevation would be approximately

CELRC-TS-HH

SUBJECT: Little Calumet River, 27<sup>th</sup> and Chase Street, Miscellaneous Drainage Problems

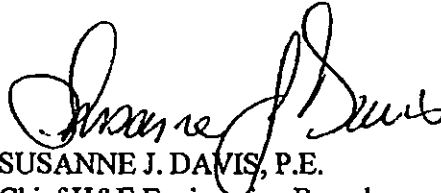
595.7. With the higher gatewell the elevation would be 596.3 or about 0.6 ft higher. This increased stage would be translated upstream of the 5' X 8' culvert and induce more flooding upstream of the culvert. If 55 cfs could be diverted, it would mitigate for this induced flooding.

6. One alternative would be to build a 55 cfs (25,000 gpm) pump station. This would be very expensive. Another alternative would be to connect Collector Ditch 6-2 to Collector Ditch 6-3 (see enclosure 12) and divert flows to the gatewell at Grant Street (invert 588.5). An HEC-RAS model was constructed for extending Collector Ditch 6-2 to Collector Ditch 6-3. The ditch was assumed to have an adverse invert slope and backflowing due to assumed ditch inverts for Collector Ditch 6-3. Collector Ditch 6-3 was assumed to be at the maximum 100 year stage (592.4 ft NGVD) as taken from the FDM-3 interior flood hydrology analysis for the downstream boundary condition. A Manning's "n" of 0.05 was assumed for the backflow ditch. A rating curve was developed for the location where Collector Ditch 6-2 connects to the existing ditch along Chase Street. Enclosure 13 presents this rating curve for an extension of the ditch with the as built 5 ft bottom. At elevation 595.7 (see above paragraph) the ditch would divert approx 230 cfs, far exceeding the 55 cfs needed to mitigate the stage increase.
7. Connecting Collector Ditch 6-2 to Collector Ditch 6-3 mimics the condition modeled with the interior flood analysis presented in FDM-3, subarea 6 (see enclosure 14). The FDM-3 interior analysis assumes that all areas are hydraulically connected below the 100 year elevation, which is not true in reality without this connection. It should also be noted that the raised gatewell invert was included in the analysis and even with the raised gatewell elevation did not show residential flooding. It should also be noted that the analysis assumes that all upland flows reach the gatewell and are not restricted by undersized storm sewers, so assumes larger flows through the gatewells than this analysis.

CELRC-TS-HH

SUBJECT: Little Calumet River, 27<sup>th</sup> and Chase Street, Miscellaneous Drainage Problems

8. Recommend extending the collector ditch to remediate the induced stage increases due to the raised gate opening. Because of the new connection with the ditch along the Borman, suggest doubling the capacity of the previously designed pump station to alleviate nuisance flooding (standing water in the ditches) that will not drain due to the raised gates and access road culverts. Besides remediating the Chase Street Ditch standing water problems, it will also help lower standing water levels along the Borman. The pipe crossing of Chase Street recommended with the previous plan is also still recommended to help alleviate the drainage problems just west of Chase Street.
9. Please refer questions to Rick Ackerson at extension 5511.



SUSANNE J. DAVIS, P.E.  
Chief H&E Engineering Branch



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

August 11, 2005

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*

Mr. Jim Dines  
MARQUISS ELECTRIC, INC.  
203 E. Harrison Street  
Michigan City, Indiana 46360

Mr. Mike Austgen  
AUSTGEN ELECTRIC, INC.  
801 E. Main Street  
Griffith, Indiana 46319

Mr. Bill Kennedy  
PROGRESSIVE PUMP & MACHINE  
918 Kennedy Avenue  
Schererville, Indiana 46375

Mr. Ed Bukowski  
GASVODA & Associates, Inc.  
1530 Huntington Drive  
Calumet City, Illinois 60409

Dear Mike:

Recently it has been brought to the attention of the Little Calumet River Basin Development Commission that there are emergency situations in two (2) of our existing pump stations in Gary that are integral to our flood protection project for the Little Calumet River. One of the items to address is at our **North Grant Street pump station** which is located east of Grant, south of I-80/94 directly north of the Steel City Truck Stop in Gary, IN. This station has accumulated debris around its intake. Please provide us a quote to clean out the trash and other debris from the trash rack and other areas surrounding the intake.

Secondly, we have a problem at the **Ironwood pump station**, where recent testing has shown that the rotors are seized in the two existing pumps. The Ironwood pump station is located east of Martin Luther King Drive, north of the Norfolk Southern Railroad, adjacent to the Ironwood subdivision, in Gary, IN. Please provide a quote to remove and inspect the two pumps and a separate price for the re-installation of the pumps after the repairs are made. The cost to make the actual repairs to the pumps will be determined once the pumps have been removed from the wet well. The cost to repair may need the approval of our full Commission, depending on the nature of repairs required. The successful contractor will be authorized to make the repairs immediately if the cost of such repairs is less than \$500 for each pump. Enclosed is a detail of the pump station. Additional information will be provided on the field visit.

I am scheduling a field meeting on **Wednesday, August 17<sup>th</sup> at 9:00 a.m.** at the Grant Street pump station to allow you to visually determine the scope of the work. I intend to visit the Ironwood pump station immediately following. Quotes would then need to be submitted no later than **Monday, August 22<sup>nd</sup> at 2:00 p.m.**

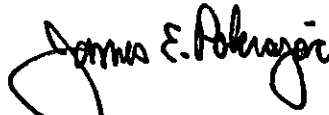
August 11, 2005  
Page 2

Please send your quote to the following address:

James E. Pokrajac, Agent  
Engineering/Land Management  
Little Calumet River Basin  
Development Commission  
6100 Southport Road  
Portage, Indiana 46368  
219/763-0696  
Fax 219/762-1653  
[jpokrajac@nirpc.org](mailto:jpokrajac@nirpc.org)

If you have any questions or would like any additional information prior to the field meeting, please contact me.

Sincerely,



James E. Pokrajac, Agent  
Engineering/Land Management

/sjm  
encl.  
cc:

William Biller, LCRBDC  
Bob Huffman, LCRBDC  
Lou Casale, LCRBDC attorney  
Phil Gralik, R. W. Armstrong Company





# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

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VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

August 25, 2005

Mr. Mike Austgen  
AUSTGEN ELECTRIC, INC.  
801 East Main Street  
Griffith, Indiana 46319

Re: Agreement for emergency  
repairs at the Ironwood and Grant  
Street stormwater pumping stations

Dear Mike:

Enclosed please find two (2) copies each of the partially executed agreement between Austgen Electric and the Development Commission for doing emergency repairs at the above referenced pumping stations. The agreement is a total lump sum bid of \$7,150, as stated in your proposal.

Please sign these copies of the agreement and return one copy back to this office. Upon receiving the signed copy, please consider this letter as your notice to proceed. Please keep the second copy for your files. If you have any questions, please call me.

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm  
encl.



# Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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Appointment

SAM DIMOPOULOS  
Lake County Commissioners'  
Appointment

ROBERT MARZALEK  
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

August 16, 2005

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

Dear Imad:

Enclosed is a memo from Greeley & Hansen regarding the inspection held on June 27, 2005 for the two pump stations that are part of the Stage III Remediation contract. These include the Marshalltown lift station and the 32<sup>nd</sup> & Cleveland lift station west of Grant Street.

As was discussed in our meeting with the city of Gary on August 5, it is our intent to turn these two stations over to the city of Gary while both stations are operating as per design. However, Jim Meyer indicated that we several items needed to be addressed before Gary would assume the O&M responsibilities. These items include the following:

- "as-built" drawings
- assurances that the minor items mentioned in the attached memo and that were addressed by the Corps have been completed
- all spare parts, manuals, guarantees, and warranties are provided
- adequate training has been provided and documented for operation of these stations

We would appreciate you addressing the above mentioned items as soon as possible in order that we may turn these two stations over to Gary while everything is in operating condition.

Sincerely,

  
Dan Gardner  
Executive Director

/sjm  
encl.  
cc:

Jim Meyer, Spike Peller  
Don Smales, Eric Tonk  
Lou Casale

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