Little Calumet River Basin Development Commission

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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, MAY 3, 2006 AT THE COMMISSION OFFICE 6100 SOUTHPORT ROAD PORTAGE, IN

ONE-HALF HOUR WORK STUDY SESSION – 5:30 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 April 5, 2006
5. Chairman's Report
   - Status of Stage V-2 regarding Cabela's /Schedule
   - Public meeting will be scheduled with Hammond Councilman Dan Repay
6. Action Required:
   - Finance: Approval of claims for April 2006
     Approval of O&M claims for April 2006
   - Land Acquisition: Approval of increased offer on DC-1104
7. Executive Director's Report
   - Burr Street – Gary funding agreement approval/ construction schedule
   - Burr Street – LCRBDC status
     > NSRR agreement

8. Standing Committees
   A. Finance Committee – Report by Treasurer Arlene Colvin
      - Financial status report
      - COE request for cash escrow share contributions
        - $516,000 for ongoing West Reach contracts
        - $300,000 for Burr Street Phase 2 Little Cal portion
      - Issues for discussion

   B. Land Acquisition/Land Management Committee – Committee Chair Bob Marszalek
      Land Acquisition
      - Appraisals, offers, acquisitions
      - Status of activity for Stage V-2 and VII

      Land Management
      - Update on current lease income

   C. Project Engineering Committee – Committee Chair Bob Huffman
      - Griffith levee walk-thru on May 3
      - INDDOT (Indpls Blvd) coordination meeting to be scheduled in mid-May
      - Stage VIII engineering review of proposed real estate acquisitions

   D. Operation & Maintenance – Committee Chair Bob Huffman
      - Update on Stage III Remediation pump station agreement – Legals given to attorney to pursue
      - Status of the 4 Gary pump stations being turned over To Gary – Ongoing
      - Excess lands being turned over to Gary - Ongoing
      - Emergency response meeting in Crown Point held on April 24
      - Levee inspections held with the COE on April 26-27-28

   E. Environmental Committee – Committee Chair Mark Reshkin
      - Field inspection on 4/28 re: Blue Heron nesting area (Highland)

   F. Legislative Committee – Committee Chair George Carlson
      - Communications with IDNR re: Commission funding
      - Non-Federal funding status

   G. Recreational Development Committee – Committee Chair Bob Huffman

   H. Marina Development Committee – Committee Chair Charlie Ray
      - City of Portage moving ahead with additional marina slip development

   I. Policy Committee – Committee Chair Bob Marszalek

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, APRIL 5, 2006
6100 SOUTHPORT ROAD
PORTAGE, INDIANA

Chairman William Biller called the meeting to order at 6:15 p.m. Eight (8) Commissioners were present. Pledge of Allegiance was recited. The guests were recognized.

Development Commissioners:
George Carlson
Arlene Colvin
Robert Huffman
William Biller
Steve Davis
Mark Reshkin
Robert Marszalek
John Mroczkowski

Visitors:
Steve Enger - Munster
Imad Samara – Army Corps
Jomary Baller - IDNR
Phil Gralik – R. W. Armstrong Company

Staff:
Dan Gardner
Lou Casale
Jim Pokrajac
Judy Vamos
Sandy Mordus

A motion to approve the March 1, 2006 minutes was made by Bob Marszalek; motion was seconded by Bob Huffman; motion passed unanimously.

Chairman's Report – Chairman Biller reported on a meeting held on March 27 with the city of Hammond and the IN Economic Development Commission, regarding the financing for Cabela's. The State is trying to work with Cabela's on what type of a financing incentive package they would accept. They are getting closer to a mutual agreement. Cabela's would like to have their store open by 2007 and completed in 2008. They have come to an agreement with INDOT for an entrance road into the property. One of the problems is having the levee construction completed there so they can be out of the floodplain. Even if the store is built on higher property, all of the out lots would still be in the floodplain. Cabela's want a guarantee that the entire area can come out of floodplain. Mr. Gardner gave a presentation on what is needed for that to happen. With no guarantee for funding in place, it makes it hard to plan ahead. We are moving as fast as we can with the funding we have. Discussion took place on where funding may be able to come from. One of the problems is that if the State does not come up with the state inventive that Cabela's is looking for, they very possibly may want to get money for the easements we need from them and not donate them to us. Commissioner Reshkin stated that it may be a good idea to have an economic study for the entire project area in total but especially the Cabela's area. Imad Samara stated that a cost ratio was done years ago by the Corps and maybe we could update it but Mr. Gardner thought it did not look at economic development. Jomary Baller from IDNR mentioned that we need to think about the FEMA process also. That is not a quick process and relative to areas being petitioned to come out of the floodplain, we'll need to start the process with FEMA early.

• Chairman Biller reported on the meeting held on March 31 with IDNR. They are doing their own review of the Commission to better understand our funding process. They have asked for some information from us; i.e. contracts, acquisitions, local participation, budgets, claims, funding projections, etc; also, if municipalities could help with engineering fees for local participation with utility coordination or engineering reviews. Staff will assemble whatever information is needed. Chairman Biller stated that the process we have is the Federal Corps rules and regulations that we are required to follow.

• Chairman Biller mentioned that he is in the process of scheduling a date to meet with Hammond Councilman Dan Repay to provide a project overview and answer questions from residents. He will look into a public facility, i.e. possibly a library, to have a public meeting.

Executive Director's Report - Mr. Gardner referred to the Addendum #1 that was approved by the City of Gary for the funding of the Burr Street Phase II Gary portion of the levee construction. Since the Commission is capped at a 25% cost share level, the Gary Storm Water Management will fund the gap between what the City will pay and we will pay. The lowest bid came in higher than what the COE had estimated (bid amount was $2,492,245).
• Mr. Gardner went on to emphasize the need for the Burr Street Little Cal portion of the levee to be under contract. The #1 item holding up the signing of a right-of-entry for the Corps is the NSRR. The attorneys have been talking but there has been no resolution yet. We are trying to separate the ROE agreement language from the language for a right to construct. It is hoped that a solution could be found that would be acceptable to all parties; if it is not, we are still in condemnation proceedings with them.
• Mr. Gardner shared a "public information/communication sheet" that staff developed to try to identify where we could improve communications with local residents, especially once construction starts. After listening to some residents' complaints where VI-2 construction is going on, it appears that we, as well as the Corps and the contractor, could do a better job of addressing their concerns. This was a draft document; any comments Board members may have, could be forwarded to staff to incorporate into the draft. There was also discussion on conceptuals of before-and-after construction conditions that staff had done using the NIRPC Graphics Dept. This shows what the line of protection would look like behind residents' houses. Discussion ensued if the quality of the pictures would depict actual conditions.

Action Required – Treasurer Arlene Colvin referred to page 8 for the claims. She proceeded to make a motion to approve the claims in the amount of $92,795.71; motion seconded by John Mroczkowski; motion passed unanimously.
• Ms. Colvin then presented the O&M claims for approval in the amount of $54,548.26. Ms. Colvin made a motion for approval; motion seconded by Bob Huffman; motion passed unanimously.
• Commissioner Bob Marszalek made a motion to approve a 15% increase on DC1120, increasing the amount to $4,370; motion seconded by Bob Huffman; motion passed unanimously.

Finance Committee – Treasurer Arlene Colvin presented the financial status sheet on page 6 & 7 in the agenda packet.

Land Acquisition/Land Management Committee – Committee Chairman Bob Marszalek referred to Judy Vamos to give the report.
• Mrs. Vamos stated that there are 37 acquisitions in Stage V-2 (Kennedy to Northcote, both north and south levees); 26 offers have been sent out; we are negotiating with 8; we have accepted offers on 15 properties (4 acquisitions may or may not be needed).
• Ms. Vamos reported that there are 54 acquisitions in Stage VII (Northcote to Columbia). This stage is in two sections: Hammond (north of the river) where appraisal are complete and Munster (south of the river) – appraiser is now completing a gross appraisal to obtain approximate total land values for budgeting purposes and discussions with town of Munster officials.
• Jim Pokrajac reported that we are working with Chicago Tower for an additional leasing area by Verizon Wireless. This will increase the monthly lease amount of the current license agreement. Chairman Biller inquired whether we had any other properties that we could lease to tower companies; it appears we do not at this time.

Project Engineering Committee – Committee Chairman Bob Huffman that Lawson-Fisher inspected the Griffith levee on March 28 and they are developing a report on what needs to be done to certify the levee. That report should be available soon. Staff will have a walk-thru with them to discuss the items they have found. Commissioner Reshkin recommended that a Corps person attend as well. It was noted.
• Mr. Huffman reported that Cabela's has agreed to the Corps re-design of the levee alignment on their south line of protection. This is extremely important to proceeding with Stage V-2 construction on time.

Operation & Maintenance Committee – Committee Chairman Bob Huffman reported that the legal descriptions for the area that the pump stations in Stage III Remediation area sits on are complete. Jim Pokrajac added that they were given to the attorney today for him to proceed with the agreements.

- Jim Pokrajac referred to pages 6-12 in the agenda packet that lists out a punch list of items and their status. We have received a complete billing from Austgen Electric (the Corps sub-contractor for the construction) in the amount of $58,753, as well as a summarization of items that R. W. Armstrong completed for us in the amount of $20,962. Mr. Pokrajac explained the charges in that it made more sense to repair the four pumps when they were pulled out rather than just note them and then bid them out and have them pulled and repaired the second time. It is estimated that we saved a lot of money by just having Austgen repair them. We will not have to bid out now.
- In regard to the North 5th Avenue pump station in Highland, the contractor is correcting a problem with the trash rack. Highland has been maintaining this station several years now without a formal agreement in place. Staff will pursue the official turnover of this station to the town and have an agreement put in place.
- Jim Pokrajac reported that he wrote a letter to the Corps transmitting Gary's request for the landscape contract to specify native grasses instead of turf-type grass for their maintenance along the levee. The city did not want to do the controlled burns that would be required with the turf-type grass. In the Corps' response letter, they said it was not possible, at this point in time, to make the change in the landscaping contract.

Environmental Committee – There was no report

Legislative Committee – Mr. Gardner referred to a meeting held on March 14 with Clarence Ehlers, who was asked by the Governor to help facilitate the review of Indiana commissions. Mr. Ehlers is reviewing the shoreline Commission, N.W. IN Advisory Commission, Kankakee River Basin Commission, Lake Michigan Marina Development Commission, and the LCRBDC from our area. He had the packet of information we had previously sent down state, which stated our purpose and why we felt we were a viable body that needs to remain in tact to finish this project. We shared some figures with him, comparing the monies we received from the State from the monies we had requested to keep up with the federal schedule. Mr. Gardner referred to the sheet showing the figure of almost $6 million needed to get through the Stage V-2 area.

- Committee Chairman George Carlson talked about the construction contract going on in Stage VI-1 South. He thought the length of the contract time was too long. He visits the site each day and thinks they could be moving much faster. He still did not feel that the same contractor should have both contracts on both sides of the river.
- Mr. Carlson still has a concern regarding the area behind the Southeast Hessville pump station. Staff will meet with him on site to visually see the area. Project Manager Imad Samara also invited him to attend the any one of the construction progress meetings with the contractor that is held monthly in the Griffith Corps office.

Recreation Committee – Committee Chairman Bob Huffman questioned why a meeting to discuss some of the recreation had not been scheduled yet. It was discussed that a meeting could be held to discuss recreation issues in Stage V-2 only.

Marina Committee – Dan Gardner reported that we received a copy of the permit application that the city of Portage had submitted to the IDNR for the construction of additional slips at the marina.

Policy Committee – There was no report.

Other Issues/New Business – Bob Huffman inquired what else was needed besides the NSRR easement for Burr Street Phase 2 Little Cal portion to allow us to sign a right-of-entry for the Corps. Mr. Gardner replied the only other thing would be the money. We only have a small portion to get us started and not enough to complete.

Statements from the Floor - Munster resident Steve Enger expressed his concern about the loss of aesthetics along Hawthorne Drive adjacent to Hart Ditch with our project coming. He stated that he is still waiting for a letter from the Corps answering his questions. Project Manager Imad Samara stated that he would get a letter out to him. It was explained to Mr. Enger that the design plans are not completed yet for this area, and that the residents' concerns that live in that immediate area would be taken into account. We have met several times with the residents and we will meet again with them, as soon as a written response is available. Mr. Gardner added that with Cabela's approving their design change in this area, it will greatly help the overall design of the project along Hawthorne Drive.

There being no further business, the next meeting was scheduled for **6:00 p.m. Wednesday, May 3, 2006**

The Times
Sunday, April 23, 2006

Legislature, property owners should expedite levee project

The issue: Flood control

Our opinion: The Little Calumet flooding last week is a reminder of the need to get the Little Calumet River Basin Development Commission's levee work moving faster. The General Assembly needs to provide the necessary funding, and property owners should stop driving up the cost of acquiring easements.

The heavy rains and resultant flooding along the Little Calumet River last week are a solid – or rather liquid – reminder of the need to finish the levee system along the river.

The Little Calumet River Basin Development Commission's completion date is a moving target, continually delayed as state funding fails to materialize at the level needed to keep the project on target.

Also delaying it is dickering with property owners over the cost of easements. That is particularly ironic. The owners whose very properties are to be protected are demanding so much for easements that the protection is delayed.

The flooding last week soaked Wicker Park's golf course.

"If the river overflows, there's nothing we can do. It's an act of God," said Pete Auksel of the North Township Advisory Board, which oversees Wicker Park.

Actually, there is something the township could be doing. It could expedite construction of the levee system by granting the necessary easements.

Dan Gardner, executive director of the Little Calumet agency, is "trying desperately" to keep the Highland leg of the levee on track for completion by October 2008. That will affect an estimated 1,500 properties.

Construction of the levee system, which will stretch from Interstate 65 to the state line, began 16 years ago. Progress has been slower than expected.

But as the levees are erected, homes can be taken out of the flood plain, which saves residents a bundle because they no longer need costly flood insurance.

The Indiana General Assembly's penny pinching has slowed the project. U.S. Rep. Pete Visclosky has been securing federal matching funds for the work, but the state needs to spend its fair share to make the work flow faster.

The General Assembly needs to make sure funding is allocated to finally get the job done. And property owners along the river should do their part by not driving up the cost of acquiring the necessary easements.

It should not take repeated flooding to remind everyone of the project's importance.

Your opinion, please

What do you think of the Little Calumet River Basin Development Commission's levee project? Share your thoughts at **www.nwitimes.com/youropinion**

WEDNESDAY, APRIL 19, 2006

free

highland CalumetPRESS

on the web at wjobcalpress.com

Volume 67, Issue 13

April Showers Flood Region

The scene at Wicker Park early Monday afternoon after Easter rain forced the Little Calumet to flood areas in Highland and Munster.
(photo by Colleen Kujawa)

by Ron Johnson
news@wjobcalpress.com

MUNSTER/ HIGHLAND – An Easter Sunday rainstorm caused some members of the Munster Family Christian Center Church to switch from celebrating Christ's resurrection to thinking of Noah and his Ark as they pumped more than eight inches of water from the floor of their sanctuary.

Due to serious storm activity, the National Weather Service issued a flood warning Monday morning for sections of the Little Calumet River. Homes, business and at least one church flooded as several inches of rain deluged some areas of the Calumet Region on April 16.

The flooding of the Little Calumet River threatened areas of Munster and Highland. Munster Police reported more than 60 calls about flooded basements. Retention ponds filled in the Westlake subdivision in Munster.

Hart Ditch and the Little Calumet flowed into Wicker Park, and the Cady Marsh Ditch flooded its banks at Liable Road and Kleinman Avenue in Highland.

Industrial Drive and Express Drive in Highland also suffered high water levels. Highland police answered more than 25 basement flooding calls. Retention ponds in Highland's White Oak Estates, Highland Terrace Estates, and Lakeside subdivisions were filled.

Streams, ditches, and retention ponds throughout the area were filled and backed up as the topography, nature's rivers, and man's flood control projects tried to deal with the unusual rain amounts.

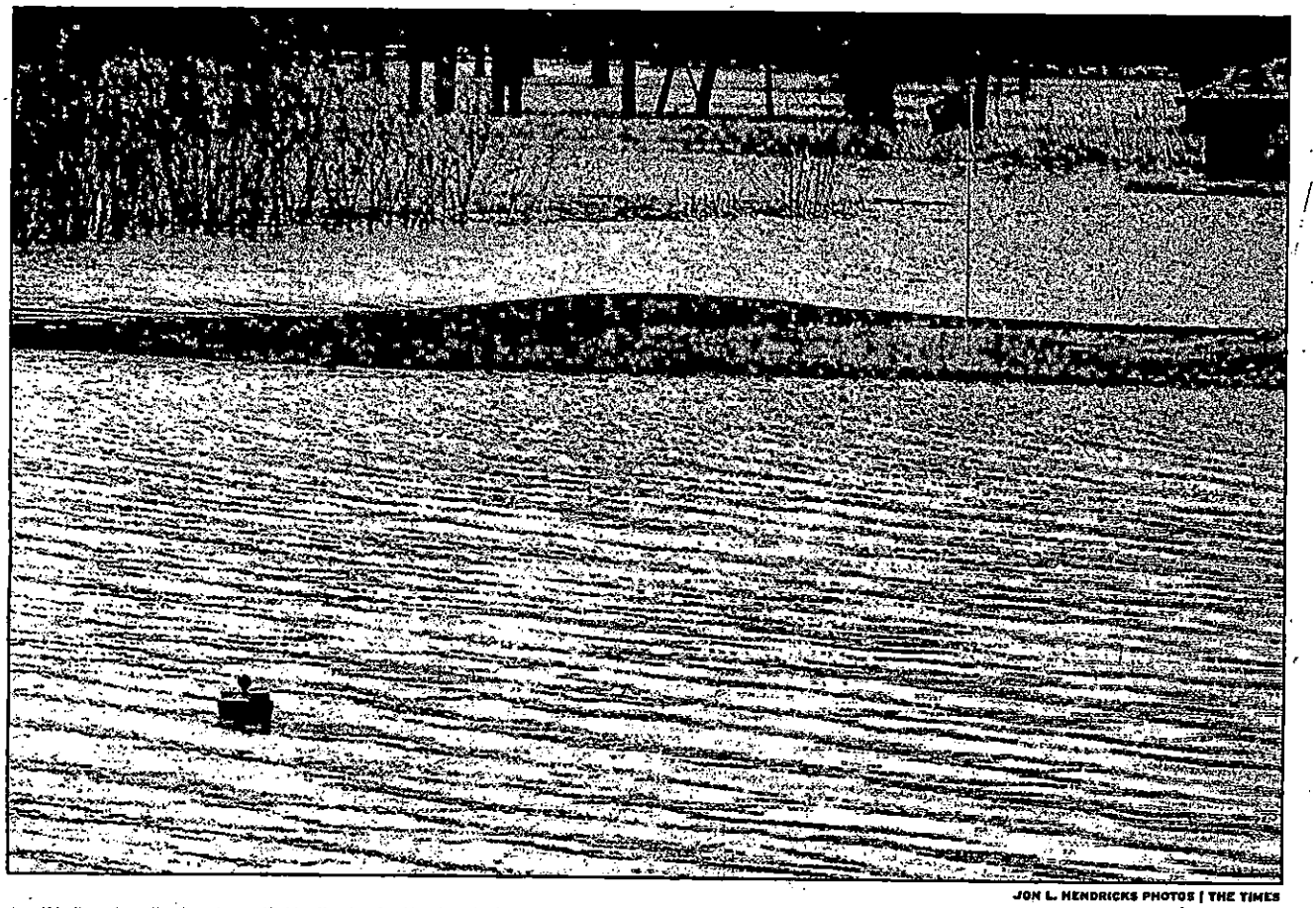
for full story, go to wjobcalpress.com

localNews

griffith. highland. munster. calumet township.

TUESDAY . APRIL 18 . 2006 localNews.nwitimes.com RIDGE | SECTION B

Wicker Park gets soaked



JON L. HENDRICKS PHOTOS | THE TIMES

A golf ball washer sits almost engulfed by flood water Monday at Wicker Park Golf Course in Highland.

Other local areas fare better after heavy rains

BY SUSAN BROWN
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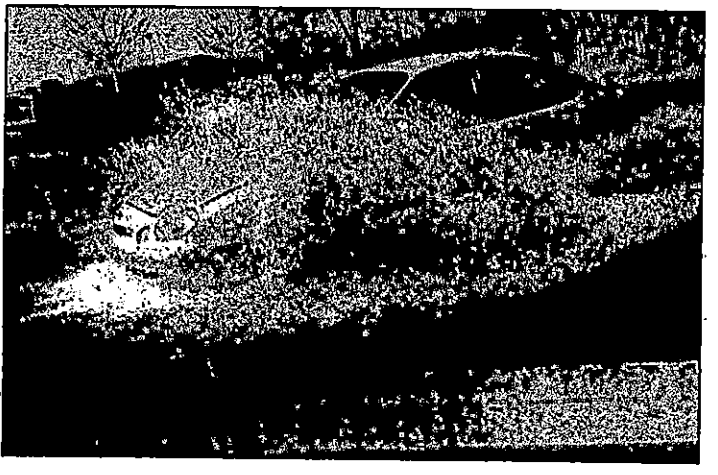
Just as golfers were raving about the course at Highland's Wicker Park, Mother Nature stepped in Sunday, ending all play for several weeks.

"I was shocked," said Pete Auksel, the veteran of the three-member North Township Advisory Board that oversees Wicker Park.

Auksel stopped at the golf course Monday morning to inspect the damage from the overnight flooding.

"I couldn't believe it," he said.



A car on Monday runs through the flooded Eagle Ridge Drive in Schererville.

INSIDE

Flood warnings were abundant Monday for areas surrounding the Little Calumet River and Thorn Creek. According to officials, many low areas in the south suburbs reported flooding after heavy rains Sunday night and early Monday morning. **SEE B9**

Soaked

Continued from B1

"It looks like an area flooded for a lake."

Auksel said just last week golfers reported they found the golf course to be in "plush" condition.

"It's going to cost us three weeks of 18-hole golf," Auksel said.

As the water is pumped back into the river, some golfers might be persuaded to play the same nine holes twice, but it won't be easy, he said.

"If the river overflows, there's nothing we can do," he said. "It's an act of God."

"The other problem is they cannot pump the water out until the river is below (flood) level," he said.

Parks and Recreation Director Janice Orlich said workers will be watching for the waters to crest, which she hopes will happen today, but more rain is forecast for Thursday.

At 8:20 p.m. Monday the National Weather Service Chicago issued a flood statement for the Little Calumet River saying moderate flooding was occurring at Munster. At 8 p.m., the river was measured at 14.2 feet and rising. Flood stage for the river is 12 feet. The weather service forecasted the river would crest today at 14.5 feet, then water levels would fall below flood stage by early Wednesday.

When the pumping begins, Orlich said crews will be working round-the-clock, further increasing the cost.

Orlich said the flooding hit with plenty of force, knocking down the fence at Hart's Ditch.

The flooding is the worst in her memory in a decade, she said.

Orlich said it didn't help that pumps at the closed Woodmar Country Club haven't been working.

"I knew with one rain we'd be devastated with the water already on the (Woodmar) golf course," she said.

North Township Trustee Frank Mrvan said the situation at Woodmar played a role though how much is undeterminable.

Mrvan said Cabela's, the property's new owner, was being contacted to see if Woodmar's pump was sold during an auction.

Cabela's spokesman James Powell said the company has someone on retainer to help with interim grounds maintenance.

"Nobody here was aware of the problem," Powell said. "We will definitely look into that and check into our property."

After many attempts over the years, the township's own drainage improvements at the golf course are set to begin in November.

The township is in the midst of negotiating the easements for the levy construction.

JON L. HENDRICKS | THE TIMES

Joseph Smith checks on his bathroom Monday while dirty water is pumped from his flooded basement at his home on Sherman Drive in Lansing. Smith said his $7,000 pool table was covered by water.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, APRIL 2006

	2006 BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	10,000.00	0.00	0.00	0.00	0.00			0.00	10,000.00
5811 LEGAL EXPENSES	8,500.00	283.33	283.33	283.33	283.33			1,133.32	7,366.68
5812 NIRPC SERVICES	130,000.00	11,315.41	11,937.77	12,034.56	12,230.77			47,518.51	82,481.49
5821 TRAVEL/MILEAGE	10,000.00	14.40	32.60	20.80	47.20			115.00	9,885.00
5822 PRINTING/ADVERTISING	2,500.00	0.00	0.00	0.00	0.00			0.00	2,500.00
5823 BONDS/INSURANCE	8,000.00	77.00	0.00	0.00	6,406.20			6,483.20	1,516.80
5824 TELEPHONE EXPENSES	5,000.00	418.14	452.56	1,104.19	112.49			2,087.38	2,912.62
5825 MEETING EXPENSES	6,000.00	36.00	0.00	104.95	34.24			175.19	5,824.81
5840 PROFESSIONAL SERVICES	600,000.00	66,612.24	49,432.37	54,487.56	76,775.39			247,307.56	352,692.44
5860 PROJECT LAND PURCHASE EXP.	836,498.00	20,123.94	15,335.50	24,622.28	14,155.00			74,236.72	762,261.28
5882 UTILITY RELOCATION EXP.	100,000.00	1,708.00	0.00	138.04	5,983.14			7,829.18	92,170.82
5883 PROJECT LAND CAP. IMPROV.	2,500.00	0.00	0.00	0.00	0.00			0.00	2,500.00
5884 STRUCTURES CAP. IMPROV.	2,500.00	0.00	0.00	0.00	0.00			0.00	2,500.00
5892 PROJECT COSTSHARE/ESC ACCT	**866,635.00**	0.00	0.00	0.00	0.00			0.00	866,635.00
	2,588,133.00	100,588.46	77,474.13	92,795.71	116,027.76	0.00	0.00	386,886.06	2,201,246.94

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	2006 BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	10,000.00							0.00	10,000.00
5811 LEGAL EXPENSES	8,500.00							1,133.32	7,366.68
5812 NIRPC SERVICES	130,000.00							47,518.51	82,481.49
5821 TRAVEL/MILEAGE	10,000.00							115.00	9,885.00
5822 PRINTING/ADVERTISING	2,500.00							0.00	2,500.00
5823 BONDS/INSURANCE	8,000.00							6,483.20	1,516.80
5824 TELEPHONE EXPENSES	5,000.00							2,087.38	2,912.62
5825 MEETING EXPENSES	6,000.00							175.19	5,824.81
5840 PROFESSIONAL SERVICES	600,000.00							247,307.56	352,692.44
5860 PROJECT LAND PURCHASE EXP.	836,498.00							74,236.72	762,261.28
5882 UTILITY RELOCATION EXP.	100,000.00							7,829.18	92,170.82
5883 PROJECT LAND CAP. IMPROV.	2,500.00							0.00	2,500.00
5884 STRUCTURES CAP. IMPROV.	2,500.00							0.00	2,500.00
5892 PROJECTCOSTSHARE/ESC ACCT	**866,635.00**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	866,635.00
	2,588,133.00	0.00	0.00	0.00	0.00	0.00	0.00	386,886.06	2,201,246.94

CLAIMS PAYABLE FOR APRIL 2006

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE ,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER THROUGH 4/20/06
5812	NIRPC	11,799.80	SERVICES PERFORMED MARCH 2006
5812	UPS	16.65	OVERNIGHT MAIL
5812	KRAMER & LEONARD	110.32	OFFICE SUPPLIES
5812	KRAMER & LEONARD	304.00	FILE CABINET FOR COMMISSION USE
5821	SANDY MORDUS	47.20	MILEAGE FOR MARCH 2006
5823	DON POWERS AGENCY	6,406.20	DIRECTORS & OFFICERS RENEWAL POLICY
5824	VERIZON	112.49	BILLING PERIOD 4/16/06-5/16/06 TOTAL BILL 234.85 KRBC 112.36
5825	BANKCARD SERVICES	34.24	MEETING EXPENSE TO MEET WITH IDNR 3/31/06
5841	THE OETZEL HARTMAN GROUP	8,300.00	APPRAISAL FOR DC-813
5841	CLERK LAKE SUPERIOR COURT	1,500.00	COURT ORDERED APPRAISAL FEE FOR DC-1115
5841	HERITAGE APPRAISAL SERVICE	16,800.00	APPRAISAL FOR DC-1201 TO DC-1214
5842	GARCIA CONSULTING	412.50	PROFESSIONAL SERVICES FOR DC-1175
5842	GARCIA CONSULTING	385.00	PROFESSIONAL SERVICES FOR DC-1174
5842	GARCIA CONSULTING	220.00	PROFESSIONAL SERVICES FOR DC-1173
5842	GARCIA CONSULTING	220.00	PROFESSIONAL SERVICES FOR DC-1172
5842	GARCIA CONSULTING	1,280.00	PROFESSIONAL SERVICES FOR DC-1212
5842	GARCIA CONSULTING	3,405.00	PROFESSIONAL SERVICES FOR DC-1209
5842	GARCIA CONSULTING	1,642.50	PROFESSIONAL SERVICES FOR DC-1206
5842	GARCIA CONSULTING	1,090.00	PROFESSIONAL SERVICES FOR DC-1202
5842	GARCIA CONSULTING	3,675.00	PROFESSIONAL SERVICES FOR DC-1232
5842	GARCIA CONSULTING	3,388.75	PROFESSIONAL SERVICES FOR DC-1128
5842	GARCIA CONSULTING	3,712.50	PROFESSIONAL SERVICES FOR DC-1219
5842	GARCIA CONSULTING	1,930.00	PROFESSIONAL SERVICES FOR DC-1216
5842	GARCIA CONSULTING	1,567.50	PROFESSIONAL SERVICES FOR DC-1198
5842	GARCIA CONSULTING	165.00	PROFESSIONAL SERVICES FOR DC-1199
5842	GARCIA CONSULTING	220.00	PROFESSIONAL SERVICES FOR DC-1182
5842	GARCIA CONSULTING	220.00	PROFESSIONAL SERVICES FOR DC-1177
5843	STEWART TITLE SERVICES OF NORTHWEST	685.00	TITLE WORK FOR DNR42
5843	STEWART TITLE SERVICES OF NORTHWEST	835.00	TITLE WORK FOR DNR2
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1119
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1121
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1123
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1125
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1128
5843	STEWART TITLE SERVICES OF NORTHWEST	385.00	TITLE WORK FOR DC-1129
5843	STEWART TITLE SERVICES OF NORTHWEST	165.00	TITLE WORK FOR DC-1129
5844	JAMES E POKRAJAC	3,097.95	ENGINEERING SERVICES 3/16/06-3/31/06
5844	JAMES E POKRAJAC	247.60	MARCH MILEAGE
5844	JAMES E POKRAJAC	4,837.15	ENGINEERING SERVICES 4/1/06-4/15/06
5844	JUDITH VAMOS	3,537.00	LAND ACQUISITION AGENT SERVICES 3/16/06-3/31/06
5844	JUDITH VAMOS	62.40	MARCH MILEAGE
5844	JUDITH VAMOS	2,397.30	LAND ACQUISITION AGENT SERVICES 4/1/06-4/15/06
5844	G. LORRAINE KRAY	1,081.83	CREDITING TECHNICIAN & LAND ACQUISITION ASSISTANT 3/16/06-3/31/06
5844	G. LORRAINE KRAY	883.33	CREDITING TECHNICIAN & LAND ACQUISITION ASSISTANT 4/1/06-4/15/06
5844	SANDY MORDUS	287.50	CREDITING TECHNICIAN SERVICES 3/16/06-3/31/06
5844	SANDY MORDUS	112.50	CREDITING TECHNICIAN SERVICES 4/1/06-4/15/06
5849	CASALE.WOODWARD & BULS LLP	7,202.08	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 4/20/06
5861	MERCANTILE NATL BANK	12,900.00	PURCHASE PRICE OF DC-1115
5861	CLERK LAKE SUPERIOR COURT	1,100.00	PURCHASE PRICE OF DC-832
5861	LAKE COUNTY RECORDER	101.00	TITLE WORK RE: DC-832,1122,1124,1126, & DC-1130
5861	LAKE COUNTY RECORDER	54.00	TITLE WORK RE: DC-1120 & DC-1171
5882	NIES	1,642.22	UTILITY LOCATE ASSISTANCE SV-II
5882	NIES	3,923.67	UTILITY LOCATE ASSISTANCE SV-II
5882	SEH	417.25	UTILITY COORDINATION SV-IIN
	TOTAL	***116,027.76***	

APPROVAL TO PAY THE FOLLOWING INVOICES FROM O&M FUND
May 3, 2006

- **$40.17 to NIPSCO for costs incurred for elec. & gas at 3120 Gerry Street in Gary**
- **$1,591.50 to R. W. Armstrong Company for O&M issues and Burr Street 2 plan review**
- **$1,812.50 to R. W. Armstrong Company for pump station remediation plans and specs**
- **$6,776.99 to Lawson-Fisher Associates for services from March 1 thru 31, 2006 for the River Road levee in Griffith IN**
- **$67.50 to Hessville Cable & Sling Company for repair of three electric sluice gate operators**
- **$15,042.00 to Austgen Electric for pump repair at Grant Street**
- **$13,889 to Austgen Electric for pump repair at North Burr**

TOTAL $ 39,219.66

Balance in O&M account after paying this invoice will be $59,302.69

//

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

April 27, 2006

Mr. Spike Peller, P.E., Director
Gary Sanitary District &
Gary Storm Water Management
3600 West 3rd Avenue
Gary, Indiana 46406

Dear Spike:

This letter is to officially notify you that the Development Commission's 25% cost share in the Burr Street Phase 2 Gary portion has been received from the State and placed into a separate account named:

Little Calumet River Basin Development Commission
Burr Street Phase 2 – Gary contract

The amount received was $623,061. Please consider this as your notice to proceed with the awarding of the contract.

We are happy that we were able to reach a satisfactory agreement for the funding identification. We look forward to working with Gary to complete this last phase of levee construction within the city. We are hoping to be able to advertise this summer for the LCRBDC portion of the levee, thereby completing all remaining Gary levee construction. We will then start the process with FEMA to remove Gary from the floodplain. I will call you shortly to set up a conference call with the key players.

Sincerely,

Dan Gardner

Dan Gardner
Executive Director

Cc: Elizabeth Johnson, Congressman's Office
Honorable Rudy Clay, Mayor of Gary
James Meyer, attorney, City of Gary
Arlene Colvin, City of Gary, LCRBDC
Ron McAhron, IDNR
Bill Biller, LCRBDC Chairman
Lou Casale, attorney, LCRBDC
Superior Construction

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2006 - MARCH 31, 2006

CASH POSITION - JANUARY 1, 2006			
CHECKING ACCOUNT			
LAND ACQUISITION		149,768.81	
GENERAL FUND		17,675.85	
TAX FUND		0.00	
INVESTMENTS			
SAVINGS		619,699.72	
ESCROW ACCOUNT INTEREST		11,279.31	
			798,423.69
RECEIPTS - JANUARY 1, 2006 - MARCH 31, 2006			
LEASE RENTS		6,952.74	
LEL MONIES (SAVINGS)			
INTEREST INCOME(FROM CHECKING & FIRST NATL)		276.00	
LAND ACQUISITION		255,091.02	
ESCROW ACCOUNT INTEREST		1,555.05	
MISC. RECEIPTS		10,000.00	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE		477.10	
TRANSFERRED FROM SAVINGS		193,853.81	
PROCEEDS FROM VOIDED CHECKS			
TOTAL RECEIPTS			468,205.72
DISBURSEMENTS - JANUARY 1, 2006 - MARCH 31, 2006			
ADMINISTRATIVE			
2004 EXPENSES PAID IN 2005	120,614.81		
PER DIEM		2,850.00	
LEGAL SERVICES		849.99	
NIRPC		34,586.34	
TRAVEL & MILEAGE		509.40	
PRINTING & ADVERTISING			
BONDS & INSURANCE		77.00	
TELEPHONE EXPENSE		1,958.52	
MEETING EXPENSE		258.21	
LAND ACQUISITION			
LEGAL SERVICES		19,778.14	
APPRAISAL SERVICES		48,300.00	
ENGINEERING SERVICES		30,328.99	
LAND PURCHASE CONTRACTUAL		19,229.00	
FACILITIES/PROJECT MAINTENANCE SERVICES			
OPERATIONS SERVICES		482.70	
LAND MANGEMENT SERVICES		53,211.48	
SURVEYING SERVICES		56,064.75	
MISCELANEOUS EXPENSES			
ECONOMIC/MARKETING SOURCES			
PROPERTY & STRUCTURE COSTS		41,226.44	
MOVING ALLOCATION			
TAXES			
PROPERTY & STRUCTURES INSURANCE			
UTILITY RELOCATION SERVICES		1,978.00	
LAND CAPITAL IMPROVEMENT			
STRUCTURAL CAPITAL IMPROVEMENTS			
BANK CHARGES MERCANTILE		17.40	
PASS THROUGH FOR SAVINGS		32,443.32	
PAYBACK TO SAVINGS		133,629.90	
TOTAL DISBURSEMENTS			477,779.58
CASH POSITION - MARCH 31, 2006			
CHECKING ACCOUNT			
LAND ACQUISITION		144,260.33	
GENERAL FUND		12,055.42	
TAX FUND		0.00	
TOTAL FUNDS IN CHECKING ACCOUNT		**156,315.75**	

BANK ONE SAVINGS ACCOUNT BALANCE	574,816.21	
(LAND ACQ IN HOUSE PROJECT FUNDS)	337,818.45	
(O & M MONIES)	**230,635.76	

*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	6,362.00	
TOTAL SAVINGS		574,816.21
ESCROW ACCOUNT INTEREST AVAILABLE		2,039.66
TOTAL OF ALL ACCOUNTS		**733,171.62**

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified the Local cash contribution required for fiscal years 2006 and 2007. We are now requesting that the Little Calumet River Basin Development Commission provide the local cash contribution for FY 06 in the amount of $516,000. This cash contribution is for the Little Calumet River Flood Protection and Recreation Project and is in accordance with Articles II and VI of the Local Cooperation Agreement (LCA) executed on August 16, 1990. Please deposit the funds into the established escrow account (Number 7500-0244-4747) as specified in Article VI.6.2 of the LCA.

The Requested contribution represent the Commission's obligation to contribution in cash 5 to 7 present of the costs estimated to be incurred (related to structural flood control measures) through the end of the Federal Government's fiscal year ending on September 30, 2006. This funding will be used in FY 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Samara
Project Manager

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified $350,000 to initiate the construction of the Burr Street Betterment Levee Phase 2. At this time we are only requesting $300,000 so that the COE can award a construction contract in June 2006. As you know the Burr Street Betterment levee is the number 1 priority for construction under the Little Calumet River Flood Protection and Recreation Project Little. The funds requested will have to be in the escrow account before we can advertise the contract. To achieve a June construction contract award the funds will have to be in COE account no later than May 15, 2006.

To complete the construction of the Burr Street Betterment Levee Phase 2, the COE will contribute $1,600,000 in Fiscal Year 07. The Commission will have to provide the necessary funds to required for the completion of this construction. The commission will have to contribute at least an additional $600,000 in FY 07 which starts on October 1, 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Samara
Project Manager

The Times

SUNDAY, APRIL 9, 2006

Portage to add slips at municipal marina

Addition of 48 spots won't meet demand this spring

BY JOYCE RUSSELL
joycer@nwitimes.com
219.762.1397

PORTAGE | The 150 boaters who dock their crafts at the Portage Public Marina each year are likely to get a few new neighbors later this spring.

The city is in the midst of a permitting process that will add 48 slips to the 10-year-old marina this spring and add another 32 in the future.

This also will be the first season the marina is under total control of

See MARINAS, A5

Marinas

Continued from A1

the city. When built in the mid-1990s the marina was owned by the Little Calumet River Basin Development Commission and operated by the city.

The two entities entered into negotiations more than a year ago to turn the ownership over to the city, after failed attempts in 2003 by the city and commission to agree on financing of a proposed expansion. The transfer of ownership was finalized in February.

"The whole idea was once we got ownership, we would finish the marina," said Mayor Doug Olson, adding the marina is managed by the city's Port Authority, an all-volunteer board. The only paid employees at the marina are its office manager and a summer labor crew.

But when the city took over ownership, it learned the permit from the U.S. Army Corps of Engineers had expired Dec. 31, 1997, said Craig Hendrix, director of public works.

"We didn't know it had expired and only found out when we took it over from the Little Cal. We quickly whipped up some drawings and submitted the application for the permit," Hendrix said.

Because the new application had some changes in the lengths of the docks to meet market demands, the permit was required to go through a public notice and comment period.

That's where it stands now, said Hendrix, adding he anticipates the permit will be approved in about 30 days.

Hendrix said the new docks will be wider than normal to allow wheelchair access. Flotation Docking Systems of Cedarville, Mich., has been awarded the contract to provide the new docks.

That will allow construction of the new docks, a $300,000 project officials would like to see completed sometime in May, said Olson. The mayor would like to see the remaining docks added and the marina completed sometime within the next five years.

The new slips will range in the 30 to 35 feet long, Olson said. The debt will be paid by the Port Authority through user fees.

Of the 48 new slips, 20 to 24 will be leased to Bass Pro Shops, which is building a large store at AmeriPlex at the Port, just south of the public marina. The city's Redevelopment Commission will pay for the slips and Bass Pro Shops will lease the slips from the commission.

Even with the new slips, Olson doesn't anticipate any vacancies. While the waiting list to rent a slip at the marina varies, he estimated it now stands at 150. Nor will the expansion help boaters seeking a new home in 2007 when the Hammond Public Marina is idled during the construction of the new Horseshoe Casino.

The city also is in the process of refinancing the original bond issued in 1996 to the Little Calumet River Basin Development Commission for construction.

When the city took ownership, it also took on the remaining debt of about $457,000. That, too, will be paid off through user fees during the next 10 years.

"We don't want to go into debt," Olson said.

The average boater spends ...

$126 per trip on lodging, travel, food and drink at the body of water.

$116 per trip on boating expenditures such as fuel and equipment.

$15 per trip on access and rental fees.

How much is that overall?

The total estimated boating expenditures at all bodies of water for the entire state of Indiana is $650 million. The top five bodies of water, ranked by the amount attributed to that body of water:

Patoka Creek	$29,728,833
Lake Michigan	$25,844,811
Monroe Reservoir	$24,413,855
Ohio River	$20,997,083
Lake Wawasee	$19,420,112

Source: Indiana Department of Natural Resources 2004 boater survey

CASEY RIFFE | THE TIMES

Wind whips up sand at the new Marina Shores development on the west side of the municipal marina in Portage. The city is in the midst of a permitting process that will add 48 slips to the 10-year-old Portage Public Marina this spring and add another 32 in the future.

PROJECT ENGINEERING
MONTHLY STATUS REPORT

For meeting on Wednesday, May 3, 2006
(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 March 30 – April 26, 2006)

COMPLETED CONSTRUCTION

STATUS (Stage II Phase 1) Harrison to Broadway – North Levee:
1. Project completed on July 10th, 1992.
   Dyer Construction – Contract price: $365,524

STATUS (Stage II Phase II) Grant to Harrison – North Levee:
1. Project completed on December 1st, 1993
   Dyer/Ellas Construction – Contract price: $1,220,386

STATUS (Stage II Phase 3A) Georgia to Martin Luther King – South Levee:
1. Project completed on January 13th, 1995
   Ramirez & Marsch Construction – Contract price: $2,275,023

STATUS (Stage II Phase 3B) Harrison to Georgia – South Levee:
1. Project completed in September, 1998.
   Rausch Construction – Contract price: $3,288, 102

STATUS (Stage II Phase 3C2) Grant to Harrison: **(8A contract)**
1. Project completed in December, 1998.
   WEBB Construction – Contract price: $3,915,178

STATUS (Stage II Phase 4) Broadway to MLK Drive – North Levee:
1. Project completed on January 6, 2003.
   - Rausch Construction Company – Contract price: $4,186,070.75

STATUS (Stage III) Chase to Grant Street:
1. Project completed on May 6th, 1994
   Kiewit Construction – Contract price: $6,564,520

Landscaping Contract – Phase I (This contract includes all completed levee segments) installing, planting zones, seeding, and landscaping):
1. Project completed June 11, 1999
   Dyer Construction – Final contract cost: $1,292,066

STATUS (Stage IV Phase 2B) Clark to Chase:
1. Project completed on October 2, 2002.
   - Dyer Construction Company, Inc. - Contract price: $1,948,053

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

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

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 (Stage V Phase 1) Wicker Park Manor:

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

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%)

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.

2. This pump station is in the process of being turned over to the city of Gary for O&M responsibility.
    - A follow-up inspection was held with the COE and Greeley & Hansen on February 17, 2006. Both stations were found to be satisfactory as per COE plans and specs.

West Reach Pump Stations – Phase 1B:

1. The two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st St. (Highland). Overall contract work is completed.
2. Project completed in September 2001.
   Thieneman Construction – Contract price: $2,120,730

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
    - Current contract amount - $2,501,776
    - Original contract amount- $2,387,500
    - Amount overrun - $114,276 (4.8%)
    - Project is currently 99% completed
2. LCRBDC received a copy of the pre-inspection punch list from Highland on February 2, 2004. (Dated January 29, 2004.)
3. Minor items remain to be completed.
4. A final inspection was held with the COE, town of Highland, and the LCRBDC on February 28, 2006 as part of the O&M turnover.
    - A letter was sent by the Army Corps to Overstreet on March 15, 2006 listing the items remaining to complete the contract.
    - This letter also summarized their contractual obligations, and a sequence of events to complete the punch list. They demonstrated an unsatisfactory performance on this contract and have failed to complete these items in a timely manner.

ONGOING CONSTRUCTION

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.
4. A walk-thru inspection was held with the COE and the contractor on October 25, 2005.
    - Scope of work – Approximately ½ of East Reach to plant trees, do herbiciding starting spring of 2006, clean up growth in collector ditches, plant new native grasses on levees.
5. An email was sent to the COE on March 16 requesting the contract be modified to leave the "turf type" grass and eliminate the proposal for native grasses (No herbiciding).
    - In a conversation with Gary, it appears they would prefer mowing to controlled burns; levee inspections would be easier (2 mowings per year) and could be done after mowings; and no future controlled burns would be required.
6. **Monthly Construction Status Report from COE (Refer to Handout)**
7. **COE response was to keep the contract the same. They will herbicide the landward side of the levees & plant with native grasses. (Refer to O&M Report for details)**

STAGE III Drainage Remediation:

1. Project completed on June 23, 2005.
   A. Dyer Construction – Contractor
   B. Final Inspection – June 23, 2005
      - Received partial O&M manuals and spare parts from the COE on July 13, 2005; received remainder of manuals & spare parts on August 23.
      - Received as-built drawings from the COE on December 23, 2005. (This is the last item that was needed to turn over the (2) pump stations to Gary for O&M responsibility)
      - Agreement for O&M turnover to Gary is being finalized (Ongoing) **(Refer to O&M Report for details)**
   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%)

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

1. This portion of construction will be advertised, partially paid for, and coordinated by the City of Gary. The Army Corps will oversee the design and construction to assure compliance with Federal specifications.
   - The Memorandum of Agreement was signed by Gary on December 21, 2005 (Board of public Works), and Gary Stormwater Management Group on December 13, 2005.
   - The fully executed agreement was forwarded to Gary on January 6, 2006.
   - The project was advertised on December 7, 2005.
   - The pre-bid meeting was held on December 19, 2005 at 10 a.m. at the Gary City Hall (only attending contractors are eligible to bid).
   - A second pre-bid meeting was held on January 5, 2006 because Gary felt there was not enough notice for the contractors to attend at the first pre-bid.
2. Bid opening was held at the Board of Public Works meeting on January 18, 2006.
   - Apparent low bidder is Superior Construction with a bid of $2,492,245
   - Evaluations are ongoing to see where the additional money necessary will come from or to possibly re-visit the bids. (Ongoing)
   - The Gary Board of Public Works signed the "Notice of Award of Bid" at their February 1, 2006 Board of Public Works meeting.
   - **A letter was sent to the GSD by their engineering consultant (Greeley & Hansen) on March 27, 2006 indicating the low bid by Superior was reduced by $190,727 through negotiations, and is currently $2,301,518. It included the cost breakdown of all funding to complete this project for Gary & LCRBDC** /-3
3. Agreement has been submitted to the Gary Storm water Management District and the Gary Board of Public Works for their approval. Those Board meetings were scheduled for March 28 and 29, respectively. Additional funding was approved at the GSWMD on the 28th and, with that in hand, the Gary Board of Public Works voted to sign the agreement.
   - **The signed addendum to the Memo of Agreement is available upon request.**
   - **LCRBDC received our 25% cost share for the project construction ($623,061) from the State. The monies were placed in a separate account; City of Gary was notified that our portion of funding is in place.**

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 betterment levee.
2. The COE submitted plans for final review on January 12, 2006 with a final submittal with comments to the COE no later than January 26, 2006; and to award by July 2006.
   - LCRBDC distributed all plans & specs to affected entities on January 12, 2006
   - Comments received from Wolverine Pipe Line on January 27, 2006 and these were forwarded to the COE on January 30.
3. **LCRBDC received a letter from the COE on April 20, 2006 requesting $300,000 to initiate construction for Burr Street Betterment Phase 2 construction to allow a construction contract in June 2006.** 4

STATUS (Stage V Phase 2) Kennedy Avenue to Northcote

1. A field trip was held on January 31, 2006 (This includes a field walk-thru to preliminarily review construction and discuss ongoing design issues, alignment, and type of construction).
   - The COE had an initial "In house" meeting for V-2 on January 17, 2006. This was to review current design & to familiarize new "team members" with this segment.
2. Buckeye Partners:
   - Received comments from Buckeye Partners regarding pipeline impacts due to our construction on November 4, 2005, and submitted them to the Corps on November 9, 2005.
3. 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. Letters have been sent to all of the pipeline companies requesting their comments, engineering review, easement agreement with NIPSCO, and cost information.
      - Follow-up letters were sent to all of the owners of the pipelines on October 18-Oct. 19 requesting comments on design and to provide cost estimates.
      - Supplemental follow-up letters were sent to pipelines who had not yet responded on January 19, 2006 (Marathon, B.P.Amoco, and Explorer)
   B. With the engineering for plans and specs to re-start it is the intent to gather all information from the pipeline companies and forward it to the COE as they come in, in order to incorporate this data and their design concerns, into the plans.
4. Currently, NIES Engineering (Highland side), and SEH Engineering (Hammond side) are contracted out to assist LCRBDC with utility coordination. Excluded is the pipeline corridor coordination – LCRBDC is doing.
5. 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 was sent to the Conoco Phillips Pipeline Company on March 20, 2006 enclosing previous correspondence from the past year and trying to schedule a field meeting in mid-April.
   - This was sent to their main office in Missouri rather than coordinating locally.
6. An email was sent on January 26, 2006 from INDOT to all affected parties indicating that their project from Ridge Road to the Little Calumet River on Indianapolis Blvd. will be on hold until we construct our line of protection in this area.
   - Emails have been sent by INDOT, United Consulting Engineers, and the COE discussing delays because of the lack of LCRBDC funding.

- **A meeting will be scheduled in early/mid May with LCRBDC, COE, INDOT, North Township, and the town of Highland to review design changes in the area, scheduling, and pump station installation/participation.** 5

7. A meeting was held with North Township on December 20 (Frank Mrvan Jr) to discuss, and familiarize him with our project and to present current design and options being considered.
   - A meeting was held on February 2, 2006 to make a presentation to the North Township Trustee and Wicker Park staff.
   - **A follow-up meeting will be scheduled to make a presentation to the new North Township board members.**
8. A suggestion was proposed by Commissioner Bob Huffman (Engineering Committee Chairman) to re-align the levee west of tri-State Bus Terminal (on Cabela's property) to avoid the expense of sheet piling and the easements for construction on tri-State property. forwarded to the COE for consideration on January 19, 2006.
   - **The COE re-considered the alignment and have modified the levee onto Cabela's property (received re-alignment drawing mid-March 2006)**

STATUS (Stage V Phase 3) Cabelas' Retail, Inc. (Now combined with Stage V Phase 2 as one contract)

1. Refer to Land Acquisition report for status of appraisal.
   - (Stage V-3 will now be advertised with Stage V-2 as one contract)
2. The Army Corps submitted a conceptual design modification to Cabela's, INDOT, and the LCRBDC on March 14, 2006 requesting comments no later than March 22.
   - The LCRBDC responded to the COE on March 17, and agreed to moving the levee north from Wicker Park, and west from Tri-State Bus Lines.
   - **The Army Corps concurred, provided a modified alignment onto Cabela's property which would tie into the existing levee north of the bus terminal. Design and coordinates are forthcoming by the COE.**

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 $7,378,033 (13% over estimate)
   - 700 days to complete from contractor receiving his "Notice to Proceed" (November 4, 2004) Date is currently March 4, 2007.
2. **Monthly Construction Status Report from the COE (Refer to Handout).**
3. A weekly progress meeting was held on **April 11, 2006** with the COE and Illinois Constructors. (Copy of total report available upon request) 6-8
   - Contractor anticipates entire line of protection to be completed no later than September 2006, and the entire project in the spring of 2007.

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 low bidder is the Illinois Constructors Corporation.
   - The bid amount is $5,566,871, and the Army Corps estimate (without profit) is $6,525,253. (Official award was September 30, 2005)
   - The bid is $958,382 (or 14.7%) under the Federal estimate
   - Current scheduled completion date is July 2, 2007.

- Approximately 3% of the construction is completed to date.

2. Coordination with the Lake County Highway Dept., LCRBDC, and the Army Corps will be required for 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 contract is awarded by Lake County Highway. The COE will contract out separately with their scope of work.
3. **Monthly Construction Status Report from the COE (Refer to Handout)**

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

1. Dyer Construction was awarded the contract on July 29, 2005.
   - Corps estimate (without profit) - $5,720,757
   - Low bid (awarded amount) - $4,205,645 (approx. 26% under Corps estimate)
   - 540 days to complete from contractor receiving his "Notice to Proceed" (August 11, 2005)
   - Current construction completion date – February 2, 2007
2. Project Description
   - Construct a levee protection system consisting of 8,250 lineal feet of earthen levee, 1,600 lineal feet of steel sheet pile floodwall, (3) gatewell structures, culverts & sewer appurtenances, and miscellaneous tree planting and seeding.
3. NIPSCO utility coordination
   A. An executed agreement was **received from NIPSCO on April 17, 2006 in the amount of $7,452.** 9-10
      - **Scope of work includes utility de-energizing lines west of Cline Avenue to allow the driving of sheet piling by Dyer Construction.**
      - **This re-location was completed by NIPSCO on April 19 and the sheet piling has been driven.**
4. **Monthly Construction Status Report from the COE (Refer to Handout)**
5. **A letter was sent to Dennis Cobb (First Group Engineering) on April 25 requesting they pursue getting permission from INDOT to do a recreation trail crossing at the light on Cline Avenue, south of the NIPSCO R/W.** 11

STATUS (Stage VII) Northcote to Columbia:

1. The final contract with Earth Tech to do the A/E work for this stage/phase of construction was signed and submitted by the COE on December 21st, 1999.
2. The schedule shows a June, 2008 contract award and a July, 2009 Completion.
3. All survey work north of the river has been completed.
4. Survey work south of the river is 90% completed (27 residential properties)
   - **Refer to monthly Land Acquisition Report**

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

1. The COE indicated at the October 20 Real Estate meeting that they will be focusing engineering on Stage VIII until April, 2006 in order to assure real estate acquisitions are current and accurate.
   - **The COE has provided final real estate plans for review on March 23.**
   - **LCRBDC made comments and concerns on April 19, 2006.** 12-17

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 and was found to be satisfactory for this portion of the overall project.
3. 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 7th, 2000 – 700 work days to complete (Anticipated completion date is August 26, 2004)
   - Current contract amount - $4,974,280.67
   - Original contract amount - $4,638,400
   - Amount overrun – $335,880 (7.2%)
3. **Monthly Construction Status Report from the COE (Refer to Handout).**
   - Refer to this Report for status on all four (4) stations and the status of the "termination of contract".
   - Most recent action was October 21, 2005 whereby a revised termination of default memo was sent out for verification and signatures.

Griffith Golf Center (North of NIPSCO R/W, East of Cline Avenue)

1. LCRBDC was directed by the COE to obtain a flowage easement on the entire property in a letter dated October 7, 2005.
   - **Refer to Land Acquisition Report for current update of appraisal.**
2. An informational meeting was held with the DNR, COE, LCRBDC, Griffith, and the owner (Bob Farag) on February 1, 2006.
3. A letter was received from the COE on January 13, 2006 indicating any construction shall not compromise our project in any manner and that compensatory flood storage would need to be provided.

Griffith Levee (EJ&E RR to Cline Avenue, north of River Drive)

1. An email was sent to Lawson-Fisher on December 27 informing them to proceed with their scope of work at a cost not to exceed $9,700.
   - Scope includes determining what is required by FEMA to certify this line of protection.
   - A meeting was held with the COE, FEMA, IDNR, LCRBDC, and Lawson- Fisher to discuss the scope of work. (This was held at the FEMA office in Chicago on February 9, 2006 at 10:00 a.m.)
2. **Lawson Fisher did an inspection of the levee on March 28 and has a draft report on what is required for levee certification.** 18
   - **LCRBDC will review the draft report and walk the site on May 3 to discuss their recommendations.**

General

1. INDOT coordination for Grant St. & Broadway interchanges with I-80/94.
   A. INDOT sent a letter to the COE on April 15th, 2004, indicating they worked out an agreement with the COE whereby flood control features will be included in their contract at no cost to the Corps, which could be credited to the LCRBDC for that portion constructed for the flood control of the Little Calumet River.
      - LCRBDC had a call with INDOT on March 17, 2005 whereby INDOT projected a potential cost of approx. $650,000 at the interchanges for flood protection related features. (This would be creditable).
      - A follow-up e-mail was sent to INDOT on October 27, 2005 requesting the construction status of these interchanges and to provide us a detailed cost breakdown that we could use for crediting.(Ongoing)
2. **LCRBDC received a letter from the COE on April 20, 2006 requesting $516,000 for a local cash contribution for fiscal years 2006 and 2007. This will go into the established escrow account for ongoing local partcipation construction.** 19
3. **Wicker Park Golf Course flooded on April 18, 2006 after heavy rains overflowed the east bank of Hart Ditch.** 20

GREELEY AND HANSEN
587 S. Lake Street
Gary, Indiana 46403
p 219 938 8354
f 219 938 8376
www.greeley-hansen.com

March 27, 2006

Mr. Charles G. Peller, Jr., P.E.
Director
GSD/GSWMD and
City Engineer
3600 West Third Avenue
Gary, Indiana 46404

Subject: Local Flood Protection – Little Calumet River, Indiana
Burr Street Betterment Levee Phase 2 (West)
Project Summary

Dear Mr. Peller:

The subject project is required as part of the Army Corp of Engineer's (ACOE's) completion of its Flood Protection Levee system along the banks of the Little Calumet River within the boundaries of Lake County. The portion of the levee system from Burr Street west to Colfax Avenue and the portion of the levee system from Burr Street east to Clark Avenue is termed a "Betterment Levee" because the ACOE determined that the economic benefit to cost ratio for constructing a levee in this area was not cost effective. Therefore, to improve drainage and provide a level of flooding protection for the homes in this area, the City of Gary was asked to partially fund this section of the levee. The ACOE's commitment is related to the design and construction management only. The City of Gary and the Little Calumet River Basin Development Commission (LCRBDC) share in the responsibility to fund their respective levee section (Gary's portion - Colfax to Burr, LCRBDC's portion – Burr to Clark). The ACOE estimated the construction cost of Gary's portion of the Betterment Levee at $2,283,139.25.

On January 18, 2006 bids were received for Gary's portion of the Burr Street Betterment Levee Project. Superior Construction Co. submitted the lowest bid in the amount of $2,492,245.00. Subsequently, the City of Gary issued Superior a "Notice of Selection of Bid", as a means to notify Superior that its bid was the lowest, and to initiate negotiations to reduce the overall project cost. Subsequently, by negotiations between the GSWMD, NIRPC, LCRBDC, ACOE, and Superior Construction, a reduction of $190,727.00 was identified that now brings the cost of the project down to $2,301,518.00.

The City of Gary had previously committed an amount of $1,400,000.00 to construct its portion of the levees. The NIRPC and LCRBDC committed to fund 25 percent of the final negotiated construction cost of the Gary portion; therefore, the City of Gary needs to provide 75

percent of the negotiated construction cost.

The following Table summarizes the funding amount and funding source required to move forward with construction of the City of Gary's section of the Burr Street Betterment Levee.

ITEM	AMOUNT
Project Bid Amount	$2,492,245.00
Negotiated Reduction	($190,727.00)
Project Negotiated Amount	$2,301,518.00
NIRPC/LCRBDC Commitment (25%)	$575,379.50
City of Gary Original Commitment	$1,400,000.00
Sub-Total	$1,975,379.50
Remaining Funding Needed	$326,138.50

Therefore, an additional $326,138.50 is required to fund the construction of the City of Gary's section of the Burr Street Betterment Levee.

If you have any questions or comments regarding this matter, please contact us.

Yours very truly,

Greeley and Hansen LLC

Jay H. Niec

Attachments:
Bid Report

Cc: Honorable Board of Directors, GSWMD
Ms. Vern Webbs, Deputy Director/Finance Manager GSWMD
Mr. James B. Meyer, GSD/GSWMD Attorney

GARY STORM WATER MANAGEMENT
BOARD OF DIRECTORS
RESOLUTION # SW06-02

AUTHORIZING THE STORM WATER MANAGEMENT DISTRICT TO CONTRIBUTE FUNDS FOR THE CONSTRUCTION OF THE GARY SEGMENT OF THE BURR STREET WEST LEVEE

WHEREAS, the City of Gary has a Memorandum of Agreement between The Little Calumet River Basin Development Commission, The City of Gary and The Gary Storm Water Management District (GSWMD) Board of Directors (Board) regarding the construction of the Burr Street West Levee project (Project); and,

WHEREAS, the City of Gary Board of Public Works and Safety has requested that the Gary Storm Water Management District contribute funding towards the construction of the Gary segment of the Project in the amount of ~~$300,000.00~~ $326,138.50 and,

WHEREAS, the new levee will benefit the City of Gary, as well as, the Storm Water Management District.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Storm Water Management Directors approves the Gary Storm Water District to pay for the construction of the Burr Street West Levee Project an amount not to exceed ~~$300,000.00~~ $326,138.50

Approved this 28th day of March 2006

GARY STORM WATER MANAGEMENT DISTRICT
BOARD OF DIRECTORS

BY: _____
President

By: _____
Attorney

By: _____
Director

By: _____
Vice-President

By: _____
Secretary

By: _____
Director

By: _____
Director

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified $350,000 to initiate the construction of the Burr Street Betterment Levee Phase 2. At this time we are only requesting $300,000 so that the COE can award a construction contract in June 2006. As you know the Burr Street Betterment levee is the number 1 priority for construction under the Little Calumet River Flood Protection and Recreation Project Little. The funds requested will have to be in the escrow account before we can advertise the contract. To achieve a June construction contract award the funds will have to be in COE account no later than May 15, 2006.

To complete the construction of the Burr Street Betterment Levee Phase 2, the COE will contribute $1,600,000 in Fiscal Year 07. The Commission will have to provide the necessary funds to required for the completion of this construction. The commission will have to contribute at least an additional $600,000 in FY 07 which starts on October 1, 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Sammara
Project Manager

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Egilmez, Allen" <ALLENE@ucea.com>
Cc: <imad.samara@usace.army.mil>; <Rick.D.Ackerson@lrc02.usace.army.mil>; <hpatel@jsengr.com>; "Wright, John" <JWRIGHT@indot.IN.gov>; <RBRITTAIN@indot.in.gov>; <GKICINSKI@indot.in.gov>; <RBUSKIRK@indot.in.gov>; <KMCCLURE@indot.in.gov>; "Bryant, Keith" <KEITHB@ucea.com>; "Hammond, Chris" <CHRISH@ucea.com>; "Richter, Dave" <DAVER@ucea.com>; "Stettler, Devin" <DEVINS@ucea.com>; "Oliphant, Mike" <MIKEO@ucea.com>
Sent: Thursday, April 13, 2006 10:47 AM
Subject: Re: Indianapolis Pump Station, US 41 Phase 1-A, Des. No. 0300049

Allen:

In a conversation with Imad Samara on April 12, we concurred that it would be beneficial to have a meeting to discuss the coordination, and interaction, for both of our projects in the area south of the Little Calumet River adjacent to Indianapolis Blvd. The actual final design and layout of the station is not critical at this time, although a conceptual could identify the location of your station, but Imad needs to know your intent of design for the discharge from that station to the Little Calumet River.

In addition, I feel that we need to update and familiarize North Township and the town of Highland with INDOT and the Corps' current schedule and impacts to properties in this area. North Township does have a new trustee and the town of Highland has a new town manager. Being that both of these parties need to be brought up to speed; we do feel it would be a useful meeting.

You indicated in your April 10th email that you would be available all of next week and also the week after. I need to identify dates with all projected attendees and would like to confirm that the last two weeks of April would still be good for you. It would be our intent to schedule a meeting at the Highland Town Hall sometime between 9:30 to 10:30 a.m., whichever is better for most attendees. As soon as you get back to me, I'll pursue establishing a date for this meeting.

Jim Pokrajac, Agent
Engineering/Land Management

----- Original Message -----
From: Egilmez, Allen
To: Sandy Mordus
Cc: imad.samara@usace.army.mil ; Rick.D.Ackerson@lrc02.usace.army.mil ; hpatel@jsengr.com ; Wright, John ; RBRITTAIN@indot.in.gov ; GKICINSKI@indot.in.gov ; RBUSKIRK@indot.in.gov ; KMCCLURE@indot.in.gov ; Bryant, Keith ; Hammond, Chris ; Richter, Dave ; Stettler, Devin ; Oliphant, Mike
Sent: Monday, April 10, 2006 2:49 PM
Subject: RE: Indianapolis Pump Station, US 41 Phase 1-A, Des. No. 0300049

Jim,

I am open all next week and the week after that. Just let me know when you have the meeting scheduled.

Allen

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Monday, April 10, 2006 3:44 PM
To: Egilmez, Allen

MEETING MINUTES #025
LITTLE CALUMET RIVER, HIGHLAND

Weekly Construction Progress: 4/11/06 Next Mtg. 4/25/06 @ 9:00am

Last, 3/28/06

Attended By:
Illinois Constructors Corporation – Phil Ross
Illinois Constructors Corporation – Brian Schallhorn
Illinois Constructors Corporation – Vince Turner
USACE – Dave Druzbicki
USACE – Curtis Lee

Non-Attendees:
Illinois Constructors Corporation – Jeff Rausch
USACE – Scott Babcock
USACE – Doug Anderson
LCRBDC – Jim Pokrjac

1. OLD BUSINESS

1. House keeping – Deleted Grimmer work.

2. SCHEDULE

A. LAST TWO WEEKS

1. Form, place re-steel, and pour walls and slabs at North Drive pump station
2. Remove Pre-load area
3. Sheeting 7S 17+70 to 32+10

B. THIS & NEXT WEEK

1. FPS walls North Drive pump station
2. Sheeting 7S 17+70 to 32+10
3. Planting Zone 7S 32+10 to Pump Station, Grimmer – North Drive Gabion

CRITICAL ACTIVITY: Pump House

C. CONTRACT STATUS

Original contract completion date: 12/12/06 Current contract completion date: 3/04/07
Original contract amount: $6,503,093.70 Current contract amount: $7,378,033.30

D. ESTIMATE JOB COMPLETION PERCENTAGE TO DATE: 75%

E. CONTRACT FUNDS

1. 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 in August 2005 = 1
Weather Days in September 2005 = 1
Weather Days in October 2005 = 3
Weather Days in November 2005 = 2
Weather Days in December 2005 = 3

Weather Days in January 2006 = 2
Weather Days in February 2006 = 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 – Irrigation system damaged by Rex possibly (stock pile pipe)
   2. Correct 1st pilaster top at North wall, reveal in incorrect location.
      ICC to submit corrective action procedure - SL 29.
   3. Elevation Bust at Pump Station, ICC to submit corrective action procedure.
      ICC submitted corrective action procedure on 3/16/06, S.L. 33

5. **STORED MATERIALS**
   Under estimate #12 #13 will be Driven.
   PZ-22 Sheeting
   C 12x25

6. **SUBMITTALS**
   1. See attached submittal register
   2. Critical submittals in review – Flap gate coating, submittal # 05500-2.2, clarification check with Erin any comment
   3. Outstanding critical submittals
      a. Sweeney Electric

7. **OUTSTANDING CHANGED CONDITIONS**
   Rex Construction – S.L. 34 – Attach copy of Letter

8. **PAY ESTIMATES**

   A. PAID TO DATE: $4,135,784.17

   B. ESTIMATES PENDING: #12 - $ 720,745.82 – Driving records for SS Title on 30" RMS MH 191 plugged by Simon

9. **SAFETY and SECURITY**
   1. Housekeeping policed daily – SSP does nice job
   2. Maintaining safety fence at pump station site

10. **CQC and TESTING**
    A. SOIL – Need to get Full copy of testing reports

    B. CONCRETE –

    C. ASPHALT –

11. **RFI'S / REC'S**
    1. See attached RFI log, RFI's 1 thru 23.

12. **RFP'S**
    1. 81st Street RFP review by Corps since 1/6/06, Grimmer to breakdown labor. –
    2. Catch Basin 183 RFP in review by Corps since 3/10/06. Grimmer breakdown mgl

13. **COORDINATION WITH OTHERS**
    1. ICC to take responsibility of repairing dog run area upon Overstreet's departure from 8100 5th Street office
    2. Working with Town of Highland & residents for duration of project.

14. **OUTSTANDING ISSUES**
    1. Review attached ICC Serial Letter Log, SL's 1 thru 33. New 34 Rex

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

Pump meeting April 20th Pumping Tech, Hydrocair, Town Highland (Mike Pipta)
9:00 am.
ICC Trailer

Northern Indiana Public Service Company
Utility Highway Affairs

A NiSource Company

801 E. 86th Avenue
Merrillville, IN 46410

April 17, 2006

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
Install two (2) switches and de-energize 12.5KV circuit
Lake County, IN.

NIPSCO WO#52370-X7L

Dear Mr. Pokrajac,

I have enclosed three (3) Executed Utility Agreement between NIPSCO and the Little Calumet River Basin Development Commission. This agreement is for the reimbursement of our costs associated with the site located at the existing frontage road to Cline Avenue south of I80/94. Work involves the installation of two 12.5 KV switches, 34KV line clearance (de-energize), and physical removal of one span of 12.5KV overhead conductor during pile-driving operations. The cost estimate for this work is $7,452.00.

If you have any questions feel free to contact me at 219.647.4299, or James Hayward, Electric Transmission Engineer at 219.647.5035.

Sincerely,

Mark L Pasyk
Utility Highway Affairs

MLP
Enclosures

J. Hayward, NIPSCO

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Anderson, Douglas M LRC" <Douglas.M.Anderson@lrc02.usace.army.mil>
Cc: <imad.samara@usace.army.mil>; "Druzbicki, David E LRC" <David.E.Druzbicki@lrc02.usace.army.mil>; <mlpasyk@nisource.com>; <JKHayward@NiSource.com>
Sent: Tuesday, April 18, 2006 4:38 PM
Subject: De-energized power west of Cline Avenue

Doug:

We have received the executed agreement from NIPSCO to install two (2) new switches and provide line clearance west of Cline Avenue, along the NIPSCO right-of-way to allow the driving of sheet piling in Stage VI Phase 2 by Dyer Construction.

In talking with Mark Pasyk today, he indicated that they will be scheduled to start this work on Wednesday, April 19th. I'm not sure of the duration but if you have any questions regarding this work, please contact Mr. James Hayward (NIPSCO Electric Transmission Engineer) at 219-647-5035. If you have any other questions regarding this, please let me know.

Jim Pokrajac, Agent
Engineering/Land Management

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

April 25, 2006

Mr. Dennis Cobb, P.E.
President
FIRST GROUP ENGINEERING
5714 W. 75th Street
Indianapolis, Indiana 46278

Dear Dennis:

As per our conversation on April 21, 2006, I am forwarding you our current recreational trail layout that shows the location of the crossing we propose at Cline Avenue. This location is south of the NIPSCO right-of-way and will tie in the Griffith levee on the east with the new recreational trail that will be installed as part of our Stage VI Phase 2 contract (Cline Avenue to Liable Road) that is projected to be completed in February of 2007. Our proposal is to cross at the existing stoplight on Cline Avenue.

Will you please pursue whatever is necessary to coordinate with INDOT to get us a permit, or easement, at this intersection? If you have any questions or if you need any additional information, please let me know at either 219-763-0696 or my email jpokrajac@nirpc.org.

Sincerely,

James E. Pokrajac, Agent
Engineering/Land Management

/sjm
encl.
cc: Bob Huffman, LCRBDC

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

April 19, 2006

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

Dear Imad:

I have completed my review of the current Stage VIII real estate drawings and following are a list of my comments based upon what was submitted to us at the March 23rd at the Real Estate meeting.

(1) Is the background mapping on these prints current? What is the date of the background mapping?

- This is a concern because there may have been recent construction or modifications to utilities in these areas. It would save us time and money by knowing impacts ahead of time in order to address any potential design changes. Would the COE provide a field visit to confirm what is currently shown on these plans?

(2) It appears there are no control points shown on any of the drawings. If we are to perform a survey, as we have done in the past, it is necessary to have these shown on the drawings.

(3) Work limits are not shown on the river side in back of the properties. If we are to do legals in these areas, how far back on the properties should we include for acquisition purposes?

(4) Have Hammond or Munster been contacted for comments to see if any other future development is proposed in the near future in these areas relative to our current work limits?

(5) On real estate drawings RE-1, RE-2, and RE-3, the same property ownerships are shown on these plans that were obtained back in 2001. Are these current and if not, who will confirm that we will be dealing with the current property owners?

- Please make the tract numbers bolder in order for easier reference to the tables of property ownership. Could you also put the tract numbers on the remaining real estate drawings?

(6) On sheet RE-4, will the temporary easement around the Forest Avenue pump station stay the same or will this be modified as per Rick Ackerson's investigation as to what type of work we will actually be doing at the pump station?

(7) On sheet RE-5:

- This shows a permanent easement that extends onto Hohman Avenue. This construction was previously done by the Lake County Highway Department and is currently in place. What type of an easement will we need in this area (will it be a road closure easement? If so, we need coordinates).
- In Parcels 10 through 24, the Development Commission had meetings with the residents to assure them that the line of protection and the easements behind their homes would be minimized to reduce impacts to the back of their property. It appears the work limits extend up to houses, swimming pools, and/or garages behind the houses – is this necessary?
- In Parcels 26 & 27, we were contacted a few years ago by the city of Hammond indicating that there was interest for development in this area. Have you confirmed if there has been development and if there is, we may have to modify the design to use a flood wall rather than a levee.
- Has anyone confirmed that since the I-80/94 construction from the Illinois state line to Central Avenue, have there been any structural modifications or any changes that would require any modifications of design on their right-of-way?

8. On sheet RE-6:

- In the temporary easement south of 177th Street, which is owned by the Hammond Parks Department, are there any existing developments in that area that could affect the acquisition, such as a development of a new park?
- In the areas south of the levee extending to the meander of the river, what are the southern work limits?
- It appears that in Parcel 53, that there is a garage that extends into our work limits. This is directly south of 177th Street near the northern end of the temporary work area easement. In meetings that the Development Commission had with Ted Muta and the owners of the "old Botanical Gardens" directly to the east, there are a number of

buildings, parking lots, and other structures that I feel need to be shown in order to realize the impact of our project in this area. (We may need to modify easements to reduce what could be a large monetary settlement).

9. On sheet RE-7:
   - In the staging area bounded by "W61, W62, W63, and W68", this area is a highly-used parking area by the current owner during the 4th of July and Halloween holidays. This may be a tremendous expenditure for loss of parking spaces during particular times of the seasons. Is it possible to re-consider the location of this staging area to a near-by parcel of property that would not have as much impact? (please note that there is also a billboard in this area that should be avoided).
   - You showed the southern work limits on this drawing that were not necessary and are shown on RE-13.

10. On sheets RE-8 and RE-9:
   - This depicts the Riverside Park area (and no background mapping is shown), we would suggest getting input from the Hammond Parks Department as to what is currently installed in this area and what their comprehensive plan is for future development. Will their future plans be taken into account for our design in this area?
   - On RE-9, it shows a staging area west of Columbia Avenue. This is currently a parking lot that serves for vehicles that will be playing in the adjacent ball fields. Is it possible to re-visit to a location near by that would not impact a highly-used parking lot?

11. On sheet RE-10:
   - In the area east of Hohman Avenue and south of the Little Calumet River, there is a large temporary work area easement that we will ultimately be using to construct a future recreation area. Do we need to get a permanent easement rather than a temporary in order that this could be a future dedicated park?

12. On sheet RE-12 and RE-13:
   - Has our flood protection system in this area taken into account any modifications for storm drainage, as proposed by the town of Munster? If there are catch basins and storm sewers that have been installed since 2001, or are proposed to be installed in the near future, should we be contacting Jim Mandon, Munster Town Engineer, to take that information into account? This could modify our work limits.
   - On Parcel 77 which is owned by the town of Munster, there are tanks and facilities on this property. It appears that by the points P-105, P-106, P-107, and P-108, we are encroaching inside the fenced area by approximately 25' for a permanent easement. Is this necessary?

13. On sheet RE-14:
    - From Station 4+00 to 8+00 on the line of protection, we will be encroaching onto a number of parking spaces for the Hammond Clinic. I feel the background mapping should be shown in this area and if we have to modify our line of protection further north to the river, we should be doing it in this area to minimize impacts to the clinic parking.
    - The temporary easement that comes from the south up to the levee as indicated by prints W-120, W-121, W-122, W-123, W-124, and W-125 overlay onto Euclid Avenue. Is this the only access to do our levee construction? This roadway also provides access to a large amount of the parking for the Hammond clinic and may need to be kept open to the public.

14. On sheet RE-15:
    - This shows work limits extending across Columbia Avenue that include road closures and a storage area for material that would be used to install the closures. Will this be part of the Stage VIII or Stage VII construction?
    - On Columbia Avenue, we will need coordinates for a "permanent road closure easement" as we have previously done in the city of Gary.

In reviewing my old Stage VIII file, I came across a series of correspondence that I have enclosed. These were concerns by the Development Commission, the Army Corps Real Estate Department, municipalities, and utilities that I'm not sure were ever addressed. Before we finalize the real estate drawings, I feel that some of these items do need to be addressed because they could affect the design, and accordingly, the real estate. Following are a list of these correspondences:

(1) **Pages 1-4**:
- These are meeting minutes and site observations by the Army Corps and SEH for a meeting held on June 20 and 21, 2001.
- Some issues in these meetings could affect design and real estate and we feel these should be visited by your design group prior to finalizing the real estate.

(2) **Pages 5-6**:
- This is a correspondence from NICTD dated October 2, 2001 to SEH regarding the impacts of our project relative to the old Monon corridor.
- This discusses some easement questions and also could affect some of the design at the 50% level that was submitted by SEH.

(3) **Pages 7-9**:

- This is an agenda for a 50% BCOE coordination meeting held on October 3 & 4, 2001 by SEH.

(4) **Pages 10-18**:

- These are minutes from the meeting held on October 3, 2001 also indicating potential real estate problems relative to engineering and stating some of the concerns from the site visit as indicated by Items 67-75 on Page 14.
- On Pages 15-18; these are minutes from the meeting held on October 4, 2001 also indicating engineering concerns that could affect real estate.

(5) **Pages 19-21**:

- This is a list of comments from Chrystal Spokane who represented the Real Estate Division in the Acquisition Branch, with her comments regarding real estate in this area.
- There were no responses to the comments submitted at that time and I feel they also need to be addressed in the real estate drawings.

(6) **Pages 22-29**:

- This is a letter dated October 16, 2001 from Jim Flora and Jim Pokrajac with a list of the 50% BCOE review and comments from R. W. Armstrong Company and the Development Commission.
- There are 44 items and we do need responses to these, once again, because some of our engineering concerns could affect the real estate.

(7) **Page 30**:

- This is a letter from you to Dan Gardner dated October 18, 2001. You indicated that you had a concern of proceeding further without having any public input. You also mentioned that you did not want to progress any further without having a public meeting.
- You suggested we hold a meeting between the Development Commission and the Army Corps to discuss the coordination and what would be done in a public meeting.
- Do you still feel we should have public involvement before proceeding any further?

I realize I have included a lot of old information, but in order to save time and money during the acquisition process, I feel that we need more information up front in order to accurately portray what portions of what properties will be required for our construction. As we experienced in Stage VII, it also was older real estate information. We had problems with easements overlapping onto existing structures, and also additional lands that were not needed to complete our project. We would like to work with you to help coordinate providing

A more detailed and accurate set of real estate drawings to expedite this process and to minimize impacts to residents, municipalities, and utilities.

With our current accelerated schedule, we need to strategize how we will pursue this massive acquisition area. Maybe we could begin surveys and appraisals in areas where there are no questions or concerns. In areas of conflict, we should actively work together to make wise decisions to minimize real estate impacts. We could possibly discuss this at our scheduled real estate meeting on April 19th. If you have any questions regarding these comments, please contact either myself or Dan Gardner.

Sincerely,

James E. Pokrajac, Agent
Engineering/Land Management

/sjm
encl.
cc: Vic Kotwicki, Detroit COE Real Estate
Steve Petrucci, Detroit COE Real Estate
John Groboski, Chicago COE Office
Doug Anderson, Griffith COE Office
Jim Flora, R. W. Armstrong Co.
Bill Biller, LCRBDC Chairman
Bob Huffman, LCRBDC Engineering Committee

Sandy Mordus

From: "Dennis A. Zebell" <dzebell@lawson-fisher.com>
To: "'Sandy Mordus'" <smordus@nirpc.org>
Cc: "John Fisher" <jfisher@lawson-fisher.com>
Sent: Tuesday, April 25, 2006 5:59 AM
Subject: RE: Griffith levee walk-thru

Jim,

I will be in Griffith for meetings all day the next two Wednesdays. We could meet this Wednesday at about 9:00 am or Wednesday May 3 at 8:00 am. We plan to have the draft report in the mail to you hopefully yet today. The report is a concise memorandum discussing issues with the levee that must be corrected and describing the engineering analyses to be performed with Phase II and an estimated cost range. We have included a location map, photographs and the federal regulations discussing the levee analyses.

Let me know if you would like to meet tomorrow or next Wednesday.

Thanks

Dennis

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Monday, April 24, 2006 7:25 PM
To: dzebell@lawson-fisher.com
Subject: Griffith levee walk-thru

Dennis:

I talked with John Fisher a few weeks back, and John indicated you would have a draft report for the certification of the levee in Griffith. He also indicated that you and I could do a field walk-thru to discuss the items you both found on your walk-thru inspection. This would be done prior to your final issuance of a letter with all of the requirements needed to certify the levee. Would you please contact me in order that you and I could schedule this walk-thru . Our next Commission meeting is scheduled for Wednesday, May 3 and the task of updating the status of this levee was assigned to me. I would like to be able to provide an update that would probably be part of our agenda at that meeting. I'll look forward to hearing from you. Thanks,

Jim Pokrajac, Agent
Engineering/Land Management

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified the Local cash contribution required for fiscal years 2006 and 2007. We are now requesting that the Little Calumet River Basin Development Commission provide the local cash contribution for FY 06 in the amount of $516,000. This cash contribution is for the Little Calumet River Flood Protection and Recreation Project and is in accordance with Articles II and VI of the Local Cooperation Agreement (LCA) executed on August 16, 1990. Please deposit the funds into the established escrow account (Number 7500-0244-4747) as specified in Article VI.6.2 of the LCA.

The Requested contribution represent the Commission's obligation to contribution in cash 5 to 7 present of the costs estimated to be incurred (related to structural flood control measures) through the end of the Federal Government's fiscal year ending on September 30, 2006. This funding will be used in FY 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Sarraa
Project Manager

WEDNESDAY, APRIL 19, 2006

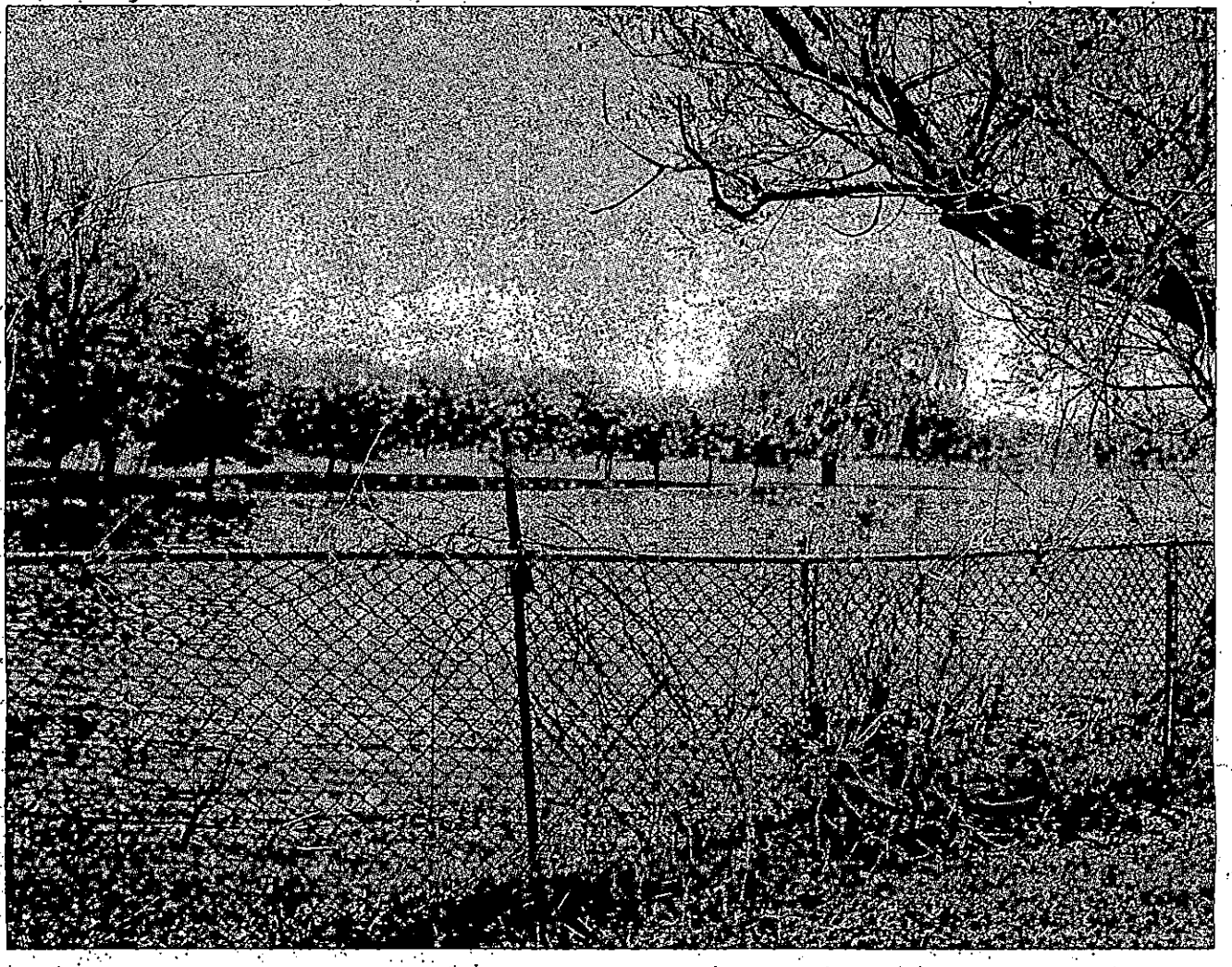
free

highland CalumetPRESS

on the web at wjobcalpress.com

Volume 67, Issue 13

April Showers Flood Region



The scene at Wicker Park early Monday afternoon after Easter rain forced the Little Calumet to flood areas in Highland and Munster.
(photo by Colleen Kujawa)

by Ron Johnson
news@wjobcalpress.com

MUNSTER/ HIGHLAND – An Easter Sunday rainstorm caused some members of the Munster Family Christian Center Church to switch from celebrating Christ's resurrection to thinking of Noah and his Ark as they pumped more than eight inches of water from the floor of their sanctuary.

Due to serious storm activity, the National Weather Service issued a flood warning Monday morning for sections of the Little Calumet River. Homes, business and at least one church flooded as several inches of rain deluged some areas of the Calumet Region on April 16.

The flooding of the Little Calumet River threatened areas of Munster and Highland. Munster Police reported more than 60 calls about flooded basements. Retention ponds filled in the Westlake subdivision in Munster.

Hart Ditch and the Little Calumet flowed into Wicker Park, and the Cady Marsh Ditch flooded its banks at Liable Road and Kleinman Avenue in Highland.

Industrial Drive and Express Drive in Highland also suffered high water levels. Highland police answered more than 25 basement flooding calls. Retention ponds in Highland's White Oak Estates, Highland Terrace Estates, and Lakeside subdivisions were filled.

Streams, ditches, and retention ponds throughout the area were filled and backed up as the topography, nature's rivers, and man's flood control projects tried to deal with the unusual rain amounts.

for full story, go to wjobcalpress.com

Sandy

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WORK STUDY SESSION
MAY 3, 2006
5:30 – 6:00 p.m.

ACTION ITEMS:

Finance
Approval of claims for April 2006
Approval of O&M claims for April 2006

Land Acquisition
Approval of increased offer on DC-1104

ITEMS OF IMPORTANCE/POLICY:

- Status of Burr Street – Phase 2
  Gary portion
  - Funding agreement approval/construction schedule
  LCRBDC portion
  - Still have not worked out an agreement with NSRR

- Status of Stage V-2 regarding Cabela's
- Communication with IDNR
  - Several phone calls with Ron McAhron. They requested Commission information regarding funding shortage/schedule in Stage V-2

LAND ACQUISITION COMMITTEE
3 May 2006

Robert Marszalek, Chairman

1.) *There is one condemnation:*

DC 1101 Legal: Pt E 150 ft. School Lot 20 In E ½ SW ¼ Sec. 16, T36N, R9W

We have not been able to find the landowner and respectfully request the Commission's approval to condemn this acquisition to meet the September 06 deadline of Stage V.

Offer: Permanent Easement = $5,450 Temporary Easement = $500

OPERATION AND MAINTENANCE REPORT

For meeting on Wednesday, May 3, 2006

(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 March 30 – April 26, 2006)

A. OPERATION AND MAINTENANCE

1. Funding to complete O&M obligations:
   - A letter was received from the COE on April 14th, 2004, indicating that FEMA will require that the city of Gary must provide certification that they will provide O&M in compliance with the COE manual prior to FEMA completing their re-mapping of the floodplain. (Ongoing)
2. 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.
   - Land transfers (approximately 359 acres) were discussed. LCRBDC passed a resolution at the July 7, 2004 Commission meeting to begin process.
   - Survey work has been completed and will be forwarded to the LCRBDC attorney to incorporate into an agreement as part of the O&M turnover.
   - **These excess lands include acreage west of Clay Street, south of the NIPSCO R/W, east of I-65, and north of and adjacent to Burns Ditch. This is approx. 196 acres)** 1
   - **The other area is between Chase and Grant adjacent to both sides of 35th Avenue. (This is approximately 189 acres)** 2
3. **Four (4) pump stations will be part of the O&M turnover to Gary.** These four pump stations 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.
   - A list of all items to be included for turnover as the scope of work (including supplemental comments with more detail from Austgen Electric and the Griffith COE) have been completed.
   - **Austgen Electric has completed all items of repair as part of their diagnostic scope of work with a total cost of $58,752.74.**
   - **R. W. Armstrong Company has completed their scope of work to date for a total cost of $20,961.55.**
   - **LCRBDC submitted the punch list items to Greeley & Hansen and the Army Corps inspection team on April 25. The Corps will schedule an inspection of pump stations in mid-May.** 3
4. **Remaining items on the composite punch list for turnover include fencing, sluice gates, and flap gates.**

- A letter was sent to the Army Corps on March 27 requesting they address certain items that are part of the final punch list. **(No response as of April 26)**
- A letter was sent to Spike Peller, GSD, on March 24 providing a status of all items (copy included) and indicating some items Gary requested cannot be part of the project responsibility. **(No response as of April 26)**
- It is the intent to advertise sluice gates and flap gates separately from the pump stations and will include lubrication, clean-up, and punch list items.

5. **Stage III Remediation pump station turnover is for 32nd & Cleveland and Marshalltown**
   - **Legal descriptions for the pump station property were submitted to LCRBDC attorney on April 5 to proceed with agreement with Gary.** 4
     - As per a request from the city of Gary, legal descriptions and drawings are to be completed by LCRBDC to use as an attachment to the agreement to give Gary rights to the land.
     - Legal descriptions are now complete and the LCRBDC will work with the city of Gary to get an agreement whereby Gary will assume O&M responsibilities.
   - **Gary requires stations be in good repair (inspection found stations satisfactory), plans and specs need to be reviewed by Gary (ongoing), O&M manuals need to be turned over (completed), and training is required (completed during completion of construction).**
6. A meeting was held on June 30, 2005 at the Griffith Town Hall regarding the process of Griffith being removed from the flood plain.
   - LCRBDC contracted out services for Griffith to gather information for levee certification as requested by FEMA. **(Lawson-Fisher)**
   - An email was sent to Lawson-Fisher on December 27 informing them to proceed with their scope of work at a cost not to exceed $9,700.
     > Scope includes determining what is required by FEMA to certify this line of protection.
   - **Lawson-Fisher completed their on site levee walk thru/inspection on March 28, 2006**
     > **LCRBDC will do walk-thru on May 3 with Lawson-Fisher to review their list of requirements for levee certification** 5
7. LCRBDC currently working on final O&M package to Gary.
   - Gary to review, comment, and familiarize themselves with current Army COE O&M manual.
   - COE to add to, update, and modify to include most recent construction.
   - LCRBDC is putting together draft memo with summary of outstanding issues & actions. (Ongoing)
8. LCRBDC working on turning over the North 5th Avenue Pump Station to the town of Highland.
   - A final inspection was held with Highland on February 28 (Contractor was Overstreet)

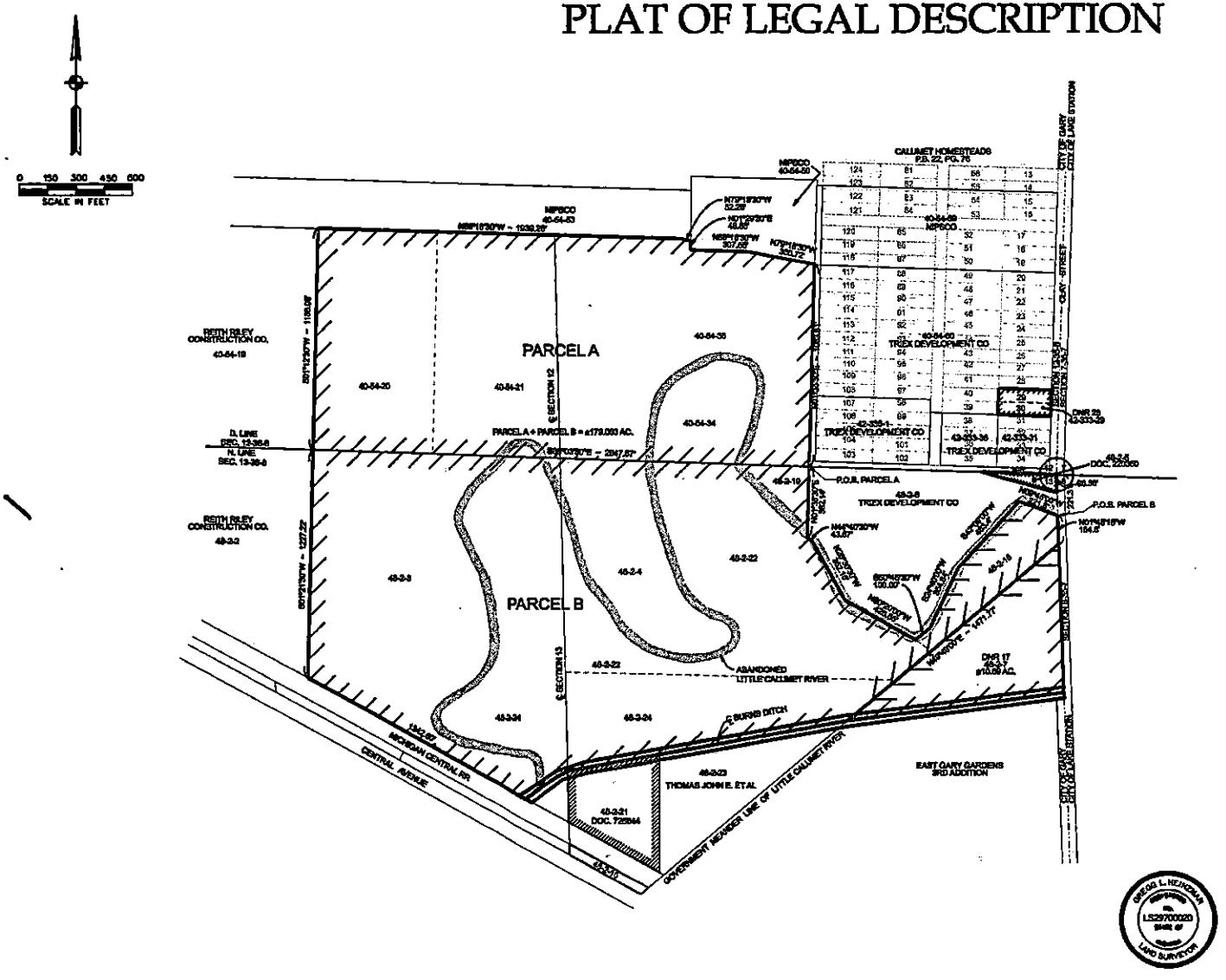
- A letter was sent by the Army Corps to Overstreet on March 15, 2006 listing the items remaining to complete the contract.
- This letter also summarized their contractual obligations, and a sequence of events to complete the punch list. They demonstrated an unsatisfactory performance on this contract and have failed to complete these items in a timely manner.
- At the inspection on February 28, it was also noted that the automatic trash rack was not operating without jamming. A factory representative did diagnostics on March 28, and felt it was an electrical problem.
- An email was sent by NIES ENGINEERING on March 28 and March 29 indicating that the problem appears to be a wire going to ground due to installation, and that it seems to be a contractor problem.
- Turnover cannot be done until these three remaining punch list items are completed. After they are done, LCRBDC will enter into an agreement (similar to existing agreement for the 81st St. pump station). **(Ongoing)**
- **Received an email from NIES Engineering on April 25 referring costs incurred to town of Highland to see if they want to recover their costs.** 6

9. **A levee inspection was held with the COE, LCRBDC, and Gary on April 25, 26, 27, 2006.**

B. EMERGENCY RESPONSE COORDINATION

1. **A meeting was held with the COE, LCRBDC, USGS, the National Weather Service, and representatives from all five (5) communities on April 24, 2006.** 7-8
   - **COE requires turnover, and sign-off, by each municipality to assume responsibility for their community to comply with COE plan during a flood, and to submit a plan as part of their overall community emergency response plan.**
   - **COE wants to schedule a sandbag exercise, closure structure exercise, and update the local computer systems for river monitoring for Crown Point (County response), Gary, and Hammond.**
   - **Points of contact have been re-established.** 9
   - **Email was sent on April 24 to the city of Gary, GSD (Spike Peller) to clean out trenches for closure structure installation prior to scheduling the installation practice on 35th Street prior to May 12.** 10
   - **Email was sent to Munster on April 24 to schedule a sandbag closure on Northcote Avenue during the week of May 8-12.** 11

PLAT OF LEGAL DESCRIPTION



DNR 42
DOC. 653692
PARCEL A:
Part of the East Half of the Southwest Quarter and part of the West half of the Southeast Quarter of Section 12, Township 36 North, Range 8 West of the 2nd P.M. described as follows: Beginning at the Southeast corner of the West Half of the Southeast Quarter of said Section 12; thence North 01 degree 35 minutes 30 seconds East 1063.81 feet more or less to a point 1585.20 feet South of the Northeast corner of the West Half of the Southeast Quarter of said Section 12; thence North 79 degree 18 minutes 30 seconds West 360.72 feet; thence North 88 degree 18 minutes 30 seconds West and parallel to the North line of the South Half of said Section 12 a distance of 307.56 feet to the Southeast corner of land held by Lake County Trust No. 1227; thence North 01 degree 29 minutes 30 seconds East along the West line of said Trust No. 1227 a distance of 48.85 feet; thence North 79 degree 18 minutes 30 seconds West 52.86 feet to a point 1449.78 feet South of the North line of the South Half of said Section 12; thence North 88 degree 18 minutes 30 seconds West, 1838.28 feet more or less to the West line of the East Half of the Southwest Quarter of Section 12; thence South 01 degree 12 minutes 30 seconds West along the West line of the East Half of the Southwest Quarter of said Section 12, a distance of 1166.00 feet more or less to the South line of said Section 12; thence South 88 degree 03 minutes 30 seconds East 2647.87 feet more or less, to the point of beginning. AND ALSO:

Parcel B:
Part of the North Half of the Section 13, Township 36 North, Range 8 West of the 2nd P.M. described as: Beginning at a point on the East line of said Section 13 and 221.31 feet Southerly of the Northeast corner thereof; thence North 89 degrees 45 minutes 00 seconds West 221.5 feet; thence South 42 degrees 09 minutes 00 seconds West 483.4 feet; thence South 24 degrees 40 minutes 00 seconds West 354.84 feet; thence South 50 degrees 45 minutes 30 seconds West 100.00 feet; thence North 60 degrees 20 minutes 00 seconds West 438.55 feet; thence North 28 degrees 30 minutes 00 seconds West 382.15 feet; thence North 44 degrees 40 minutes 30 seconds West 43.57 feet, more or less, to an extension of the East line of the West Half of the Southeast Quarter of Section 12, Township 36 North, Range 8 West of the 2nd P.M.; thence North 01 degrees 35 minutes 30 seconds East along the extension of the East line of the West Half of the Southeast Quarter of said Section 12, a distance of 362.14 feet more or less, to the Northeast corner of the West Half of the Northeast Quarter of Section 13, Township 36 North, Range 8 West of the 2nd P.M.; thence North 88 degrees 03 minutes 30 seconds West along the North line of said Section 13, a distance of 2647.87 feet more or less, to the Northwest corner of the East Half of the Northwest Quarter of said Section 13; thence South 01 degree 21 minutes 30 seconds West and parallel to the West line of said Section 13, a distance of 1227.22 feet more or less, to the Northerly line of the Michigan Central Railroad; thence Southeasterly along the Northerly line of said railroad a distance of 1342.60 feet more or less, to the center line of Burns Ditch; thence Northeasterly along the centerline of Burns Ditch to the Government Meander Line; thence North 49 degrees 49 minutes 00 seconds East along the said meander line 1471.77 feet more or less, to the East line of Section 13, Township 36 North, Range 8 West of the 2nd P.M.; then North 01 degree 48 minutes 15 seconds West 164.5 feet to the point of beginning, in Lake County, Indiana.

DNR-17
DOC. 653692
All that part of the Northeast Quarter of Section 13, Township 36 North, Range 8 West of the 2nd P.M., lying North of East Gary Gardens 3rd Addition and Southeasterly of the Government Meander Line in Lake County, Indiana.

DNR- 29
DOC. 653692
Tracts 29 and 30 of Calumet Homesteads as shown in Plat Book 22, Page 76 in Lake County, Indiana.

TAX KEY: 48-2-5
DOC. 720080
Lot Eight (8) in Section Thirteen (13), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian, as the same is shown by U.S. Government Survey if 1872.

TAX KEY: 48-2-21
DOC. 722644
The West Five (5) acres of that tract of land located in the Northeast Quarter (NE-1/4) of Section 13, Township 36 North, Range 8 West of the Second Principal Meridian, described as: lying Southeasterly of the centerline of Calumet Ditch (also called Burns Ditch), Northwesterly of the South government meander line of Calumet River, Northeasterly of the right of way line of the Michigan Central Railroad, and East of the West line of said Northeast Quarter (NE-1/4), in Lake County, Indiana.

LAND	AREA (ACRES)
DNR-42 PARCELS A&B	±178.093
DNR-17	±10.89
48-2-21	±5.00
48-2-5	±0.44
DNR-29	±0.05
TOTAL	±196.043

OWNED BY LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

GREGG L. HEJKOMAN
LS29700020
STATE OF INDIANA
LAND SURVEYOR

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

GARCIA CONSULTING
7501 Indianapolis Boulevard
Hammond, IN 46324
Phone: 219.989.1954
Fax: 219.989.3521
www.garcia-consulting.com

PLAT OF LEGAL DESCRIPTION
SECTIONS 12 & 13, TWP. 36 N., R. 8 W.
PREPARED FOR:
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

SHEET 01 OF 01
PROJECT LIT21
SCALE 1"= 300'

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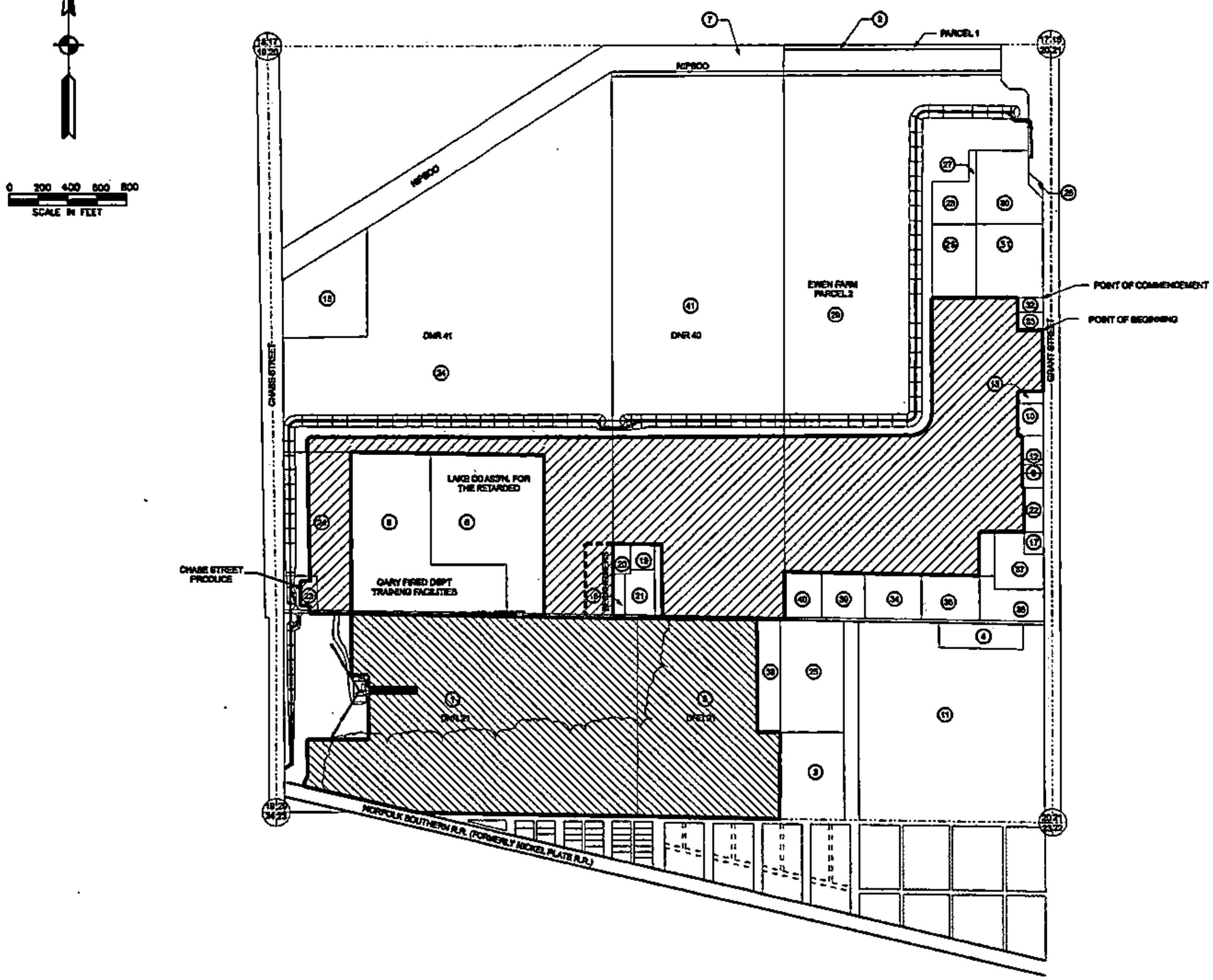
PLAT OF LEGAL DESCRIPTION



Parcel 2

A parcel of land located in Section 20, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel being described in Lake County Documents 893474 and 653692, said part being more particularly described as follows: Commencing at the Northeast corner of Lot 3 of Ewens First Addition Unit 1 as recorded in Lake County Plat Book 34, Page 41; thence South 00°00'00" East a distance of 225.00 feet along the west right-of-way line of Grant Street to the point of beginning of this description; thence South 00°00'00" East along said line a distance of 419.38 feet; thence North 90°00'00" West a distance of 170.00 feet; thence South 00°00'00" East a distance of 300.00 feet; thence North 90°00'00" East a distance of 80.00 feet; thence South 00°00'00" East a distance of 305.00 feet; thence North 90°00'00" East a distance of 9.00 feet; thence South 00°00'00" East a distance of 300.00 feet to the North line of Lot 4 of Unit II of Ewens First Addition, Plat Book and Page aforesaid; thence South 90°00'00" West a distance of 301.05 feet along said line; thence South 00°00'00" East a distance of 280.03 feet along the west line of Lot 4 to the northwest corner of Lot 3; thence North 89°43'20" West a distance of 1331.04 feet; thence South 00°00'00" West a distance of 329.48 feet; thence North 89°23'47" West a distance of 822.80 feet; thence North 00°02'12" West a distance of 510.00 feet; thence South 89°19'12" West a distance of 830.63 feet; thence South 00°02'12" East a distance of 510.00 feet; thence North 89°58'14" West a distance of 468.14 feet; thence North 00°00'00" West a distance of 1107.80 feet; thence South 89°00'14" West a distance of 1318.94 feet; thence South 00°00'00" East a distance of 1107.63 feet; thence North 89°58'14" West a distance of 225.03 feet; thence North 00°44'22" West a distance of 259.88 feet; thence South 43°59'48" West a distance of 43.98 feet; thence North 00°35'50" West a distance of 922.37 feet; thence a distance of 33.43 feet along a curve to the right, said curve having a radius of 20 feet and a chord bearing North 42°18'22" West a distance of 29.67 feet; thence North 89°53'44" East a distance of 4009.61 feet; thence a distance of 227.40 feet along a curve to the right, said curve having a radius of 180 feet and a chord bearing North 45°22'34" West a distance of 200.00 feet; thence North 00°19'02" East a distance of 1939.87 feet; thence a distance of 27.84 feet along a curve to the right, said curve having a radius of 30 feet and a chord bearing North 44°21'13" West a distance of 25.20 feet; thence South 89°23'20" East a distance of 627.84 feet; thence South 00°00'04" West a distance of 162.61 feet; thence North 89°08'21" West a distance of 339.86 feet; thence South 00°12'33" West a distance of 209.79 feet; thence North 90°00'00" West a distance of 250.85 feet; thence South 00°00'00" East a distance of 790.40 feet; thence North 90°00'00" East a distance of 676.08 feet; thence South 00°00'00" East a distance of 225.00 feet; thence South 89°47'17" East a distance of 170.00 feet to the point of beginning, containing 101.03 acres, more or less.

Development Commission Owned Parcels	
Parcel	Document Number
Ewen Farm	
Parcels 1 & 2	269910
	687220
	831046
	893474
	893475
	893173
	894183
DNR-21	653692
DNR-40	361782
	437830
	675433
	687959
	689692
DNR-41	91051785
	653692

NUMBER	TAX KEY NO.	OWNER
1	49-13-1	Little Calumet River Basin Devel
2	49-13-8	Little Calumet River Basin Devel
3	49-13-11	Gary Public Transportation Corp
4	49-13-12	Tucker Operating Ltd Partnership
5	49-13-13	Little Calumet River Basin Devel
6	49-13-14	Lake County Assn. for Retarded
7	49-13-16	Northern Indiana Public Service Co.
8	49-13-16	Board of County Commissioners
9	49-13-17	[illegible] David O. & Marilyn Q. [illegible] H&W
10	49-13-18	[illegible]
11	49-13-21	Tucker Operating Ltd Partnership
12	49-13-22	[illegible]
13	49-13-23	[illegible], Billy, Jr.
14	49-13-24	Board of County Commissioners
15	49-13-25	Board of County Commissioners
16	49-13-27	[illegible] Warehouses, Inc.
17	49-13-28	[illegible] Inc
18	49-13-29	CIL Properties
19	49-13-30	[illegible] Warehouses, Inc.
20	49-13-31	[illegible] Warehouses, Inc.
21	49-13-32	[illegible] Warehouses, Inc.
22	49-13-36	[illegible] Owners, Inc.
23	49-13-37	Little Calumet River Basin Devel
24	49-13-38	Little Calumet River Basin Devel
25	49-13-39	Gary Public Transportation Corp
26	49-13-40	CFJ Properties
27	49-13-41	CFJ Properties
28	49-13-42	CIL Properties
29	49-13-44	Little Calumet River Basin Devel
30	49-519-1	CFJ Properties
31	49-519-2	CIL Properties
32	49-519-3	CIL Properties
33	49-519-4	CIL Properties
34	49-520-1	ARC BRIDGES, INC
35	49-520-2	[illegible] Real Estate [illegible]
36	49-520-3	[illegible] L.L.P.
37	49-520-4	[illegible]
38	49-13-43	Gary Public Transportation Corp
39	49-13-7	[illegible]
40	49-13-45	Northwest Indiana Food Bank, Inc
41	49-13-9	Little Calumet River Basin Devel

LAND	AREA (ACRES)
PARCEL 1	±1.02
PARCEL 2	±113.46
DNR 21	±101.02
DNR 40	±94.78
DNR 41	±104
TOTAL	±414.28

PARCEL 1

PARCEL 2

OWNED BY LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

GARCIA CONSULTING
7501 Indianapolis Boulevard
Hammond, IN 46324
Phone: 219.989.1954
Fax: 219.989.3321
www.garcia-consulting.com

PLAT OF LEGAL DESCRIPTION
STAGE III
GRANT STREET TO CHASE STREET PARCELS
PREPARED FOR:
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

SHEET 1 OF 1
PROJECT LIT21
SCALE 1"= 400'

PLAT OF LEGAL DESCRIPTION.dgn 4/24/2006 1:32:29 PM

Jim Pokrajac

From: "Phil Gralik" <PGralik@rwa.com>
To: <etonk@greeley-hansen.com>; <arthur.g.rundzaitis@usace.army.mil>; <william.a.rochford@usace.army.mil>
Cc: "Jim Pokrajac" <littlecal@nirpc.org>
Sent: Tuesday, April 25, 2006 2:14 PM
Attach: Pump Station Summary 02-16-06.xls
Subject: Gary Pump Station Remediation

At the request of Jim Pokrajac on April 25th, I am forwarding you the composite punch list items for the four pump stations in Gary. Currently, Austgen Electric has completed the majority of these items and the LCRBDC will be releasing two contracts in the near future for Fencing Improvements and Sluice Gate/Flap Gate Repairs and/or Cleaning.

The key explaining the color coding is located in a foot note, so you will need to print preview or print the document to see it.

If you have any questions regarding this information, please contact Mr. Pokrajac at (219) 763-0696.

Thanks,

Phil Gralik

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

TO: Lou Casale, Attorney-at-Law

FROM: Jim Pokrajac, Agent, Engineering/Land Management

SUBJECT: Stage III Remediation Pump Station Turn-over

DATE: April 5, 2006

Enclosed are three (3) copies each of the legal descriptions for the easements for the Marshalltown pump station and the 32nd & Cleveland pump station, which was part of the Stage III Remediation contract. I also have received spare parts, O&M manuals, as-built drawings, and have performed an on-site inspection with the representative from the city of Gary.

Will you please proceed to complete the agreement with the city of Gary to turn over these pump stations for O&M responsibility? It is important that we do this as soon as possible in the event anything should occur with either of these pump stations before Gary would assume O&M, the Development Commission would be responsible, again, to repair this to as-built condition.

If you need any further information or have any questions, please let me know.

/sjm
encl.

Jim Pokrajac

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Jim Pokrajac" <jpokrajac@nirpc.org>
Sent: Tuesday, April 25, 2006 9:37 AM
Subject: Fw: Griffith levee walk-thru

----- Original Message -----
From: Dennis A. Zebell
To: 'Sandy Mordus'
Cc: John Fisher
Sent: Tuesday, April 25, 2006 5:59 AM
Subject: RE: Griffith levee walk-thru

Jim,

I will be in Griffith for meetings all day the next two Wednesdays. We could meet this Wednesday at about 9:00 am or Wednesday May 3 at 8:00 am. We plan to have the draft report in the mail to you hopefully yet today. The report is a concise memorandum discussing issues with the levee that must be corrected and describing the engineering analyses to be performed with Phase II and an estimated cost range. We have included a location map, photographs and the federal regulations discussing the levee analyses.

Let me know if you would like to meet tomorrow or next Wednesday.

Thanks

Dennis

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Monday, April 24, 2006 7:25 PM
To: dzebell@lawson-fisher.com
Subject: Griffith levee walk-thru

Dennis:

I talked with John Fisher a few weeks back, and John indicated you would have a draft report for the certification of the levee in Griffith. He also indicated that you and I could do a field walk-thru to discuss the items you both found on your walk-thru inspection. This would be done prior to your final issuance of a letter with all of the requirements needed to certify the levee. Would you please contact me in order that you and I could schedule this walk-thru . Our next Commission meeting is scheduled for Wednesday, May 3 and the task of updating the status of this levee was assigned to me. I would like to be able to provide an update that would probably be part of our agenda at that meeting. I'll look forward to hearing from you. Thanks,

Jim Pokrajac, Agent
Engineering/Land Management

Sandy Mordus

From: "Terry Hodnik" <thodnik@niesengineering.com>
To: "John Bach" <jbach@highland.in.gov>
Cc: "Jim Pokrajac" <littlecal@nirpc.org>
Sent: Tuesday, April 25, 2006 4:29 PM
Subject: 5th Street Mechanical Bar Rack Costs and Resolution

John:

If the Town of Highland wants to recover costs for repair of the 5th Street mechanically cleaned bar screen from LCRBDC, we will need to assemble data and send them to LCRBDC. As far as I know costs include the cost of the Technician from Vulcan who traveled from Iowa to tell us there was ground fault in the wiring, the cost from Austgen to initially come out and confirm this diagnosis and the cost from Austgen to repair the problem. We need to send Jim Pokrajac a summary of costs together with an explanation of what the problem was so that he can take that to his Board to process a reimbursement. You probably have documentation for the costs and you could use my previous email explanations (3/28/06 and 3/29/06) to describe the problem. You can find these emails in your email files since they were addressed to Jim Pokrajac and copied to you. Or you could send me the cost information and I could prepare a summary letter for your signature. Let me know if you want me to do anything further on this issue.

Terry Hodnik, P.E.
NIES Engineering, Inc.
2421 173rd Street
Hammond, IN 46323
thodnik@niesengineering.com
Phone: (219) 844-8680
Fax: (219) 844-7754

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Jeff Miller" <jefflcema@yahoo.com>; <jknesek@munster.org>; <btimmer@highland.IN.gov>; <kbg478@aol.com>; "Davis, Susanne J LRC" <Susanne.J.Davis@lrc02.usace.army.mil>; <imad.samara@usace.army.mil>; "Scott E Morlock" <smorlock@usgs.gov>; "Ackerson, Rick D LRC" <Rick.D.Ackerson@lrc02.usace.army.mil>; <Scott.G.Vowinkel@lrc02.usace.army.mil>; <Shamel.Abou-El-Seoud@lrc02.usace.army.mil>; <Tzuoh-Ying.Su@lrc02.usace.army.mil>; <william.morris@noaa.gov>
Sent: Friday, April 21, 2006 2:25 PM
Attach: LCEMA agenda.doc
Subject: Emergecny Response meeting April 24, 2006

To all:

Attached is the agenda for our meeting on Monday, April 24, 2006 at 9:30 a.m. at Jeff Miller's office, Lake County Emergency Management Agency, in Crown Point. Jeff's office is located at the Lake County Annex Building, 2900 West 93rd Avenue (4 story white brick building – 1st floor).

In addition to the attached agenda, the Army Corps would like to discuss the turning over of the RDAS hardware to the municipalities, whereby in the future, they would be responsible for all operation and maintenance of this equipment. We will also discuss each municipality providing an emergency response plan that will become part of the overall Operation and Maintenance Manual.

If you have any questions regarding this meeting, please contact me via email or 219/763-0696 today. In the event you cannot attend, please assure that a representative from your community attends.

James E. Pokrajac, Agent
Engineering/Land Management

AGENDA
LITTLE CALUMET RIVER BASIN
FLOOD RESPONSE & PREPAREDNESS MEETING
APRIL 24, 2006
9:30 A.M.
LOCATION: LAKE COUNTY EMERGENCY MANAGEMENT OFFICE

- Introductions
- Local Flood Concerns – post Easter flooding
- Emergency Response Capabilities of the Corps
- Potential Gate Installation exercise for 2006
- Potential Sandbag Installation exercise for 2006
- Upcoming Modifications to the RDAS System Hardware and other Upgrades
- Updates to the Flood Warning and Response Plan, including local points of contacts
- Issues and Action Items
- Adjournment

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: <imad.samara@usace.army.mil>; "Davis, Susanne J LRC" <Susanne.J.Davis@lrc02.usace.army.mil>
Cc: <jefflcma@yahoo.com>; "Scott E Morlock" <smorlock@usgs.gov>; "Ackerson, Rick D LRC" <Rick.D.Ackerson@lrc02.usace.army.mil>; <Scott.G.Vowinkel@lrc02.usace.army.mil>; <Shamel.Abou-El-Seoud@lrc02.usace.army.mil>; <Tzuoh-Ying@lrc02.usace.army.mil>; <William.Morris@noaa.gov>
Sent: Tuesday, April 18, 2006 3:39 PM
Attach: meeting.ics
Subject: Fw: Meeting regarding flooding in NW Indiana

Imad and Sue:

It's now official! The meeting is scheduled for **Monday, April 24th at 9:30 a.m.** at Jeff Miller's office in Crown Point. I have contacted representatives from each of the communities as follows:

POINTS OF CONTACT

- City of Gary – Commander Brannon (Cell #746-7487)
- City of Hammond – Tony Vicari, Hammond Emergency Management (219-853-6393)
- Town of Munster – Jim Knesek, Director of Operations (219-836-6970)
- Town of Highland – Bill Timmer, Highland Emergency Management (219-923-9876)
- Town of Griffith – Karl Grimmer, Chief of Police (219-924-7503)

All of the above-mentioned representatives will be attending the meeting. I will need to send them an agenda and directions. Will you please provide me items you would like to discuss in the meeting in order that I can forward it to them for their information.

Sue: In your email of April 5 at 3:30 p.m., you indicated five (5) items you would like to re-visit as critical items for emergency response. You mentioned that you had been asked to facilitate this meeting and I would like to assure that these five items, as well as any others, be included on the agenda.

Imad: In our previous conversation, you indicated you would like to discuss the presentation to the municipalities and indicate that it will be their responsibility in the near future to accept both O&M responsibilities for emergency response as well as the responsibility to provide us with an emergency response plan in the event of flooding. Will you also format this in order that I can include that as part of the agenda?

If I may be of further assistance, if you have any questions, or you need any further information, please let me know.

James E. Pokrajac, Agent
Land Management/Engineering

---- Original Message ----
From: Jim Pokrajac

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Spike Peller" <spike@garysan.com>
Cc: <jefficema@yahoo.com>; <imad.samara@usace.army.mil>; "Shamel Abou-El-Seoud" <Shamel.Abou-El-Seoud@lrc02.usace.army.mil>; "Davis, Susanne J LRC" <Susanne.J.Davis@lrc02.usace.army.mil>; "Scott Vowinkel" <Scott.G.Vowinkel@lrc02.usace.army.mil>
Sent: Monday, April 24, 2006 5:48 PM
Subject: Emergency Response - City of Gary

Spike:

On Monday April 24, we had an emergency response coordination meeting in Crown Point with the Lake County Emergency Management Agency, the Corps of Engineers, the U.S.Geological Survey, the Development Commission, and representatives from each community impacted by the Little Calumet River within the boundaries of our flood control project. The representatives from the city of Gary were Commander Brannon, Joe Leavy, James Brannon, and Terry Smith, all representing the Emergency Management Agency for the city of Gary.

The Development Commission is currently trying to coordinate the installation of a closure structure on 35th Avenue east of Chase Street. It was requested that we do this no later than May 12. Prior to the practice installation of this closure, we would need assistance from White River Environmental Partnership to remove the metal plates from 35th Street in order to clean out the trench in which the posts and panels will be anchored. This needs to be done prior to the actual installation to assure that the installation can be done in a timely manner. Our last practice installation was held on October 12, 2001 and at that time, WREP provided us with that service, as well as providing the manpower during the installation.

It is the intent of the Army Corps to have this installation done by the people who would be doing it during a flood event.

Please let me know who I would facilitate this with in order that we can schedule a date that is good for everyone. I will be working with other representatives from the city of Gary to attend and participate in this installation. Thanks for your assistance.

James E. Pokrajac, Agent
Engineering/Land Management

Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Jim Knesek" <jknesek@munster.org>; "Jeff Miller" <jefflcema@yahoo.com>
Sent: Monday, April 24, 2006 5:51 PM
Subject: Sandbag closure on Northcote

Jim and Jeff:

As per our meeting of April 24, I would like to try to schedule a date where we could do our practice sandbag installation on Northcote Avenue south of the river. It was discussed to try to schedule this activity during the week of May 8-12. Will you please give me some days and times that would be good for each of you that we could schedule this? I would think that it should be done between 10:00 – 11:00 a.m. in order to allow all other participants to attend as well as to assure that any equipment that would be needed can be on site at that time. Jeff, I would hope that you could provide the sandbagging equipment we would need to complete this exercise. After a day and time is agreed upon, I will contact the other participants. Thank you for your immediate attention to this matter.

James E. Pokrajac, Agent
Engineering/Land Management

LAND ACQUISITION REPORT

For meeting on Wednesday, May 3, 2006

(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 March 30 – April 26, 2006)

EAST REACH – REMAINING ACQUISITIONS

1. In compliance with the Congressman's request to complete the project by December, 2009, we are reviewing remaining East Reach acquisitions for acquisition either on tax sale or from landowner. (Ongoing)
   - **Court appraisers will be sworn in on 5/8/06 and will return in 30 days with their findings.**
   - **On DC832, our offer of $2,500 was rejected and the court appraisers returned a value of $1,100.**
2. We are appraising the "WLTH" Radio property, DC813, on Martin Luther King Drive. The owner has requested we finish this acquisition to determine how the flood control project is affecting the radio tower grid under the ground.
   - **The appraisal by Oetzel & Hartman is now under review. Some changes have been requested.**

1-2

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

1. Construction on the WIND Radio station property has been completed using a right-to-construct. We need an easement on the WIND property for maintenance purposes.
   - The appraisers (Terry Oetzel and Ron Gryzbowski) will begin the appraisal after "WLTH Radio" is complete. **(Ongoing)**

STATUS (Stage V) Kennedy Avenue to Northcote, both North and South levees
Action Items: **1 increased offer – DC-1104 - $33,350**

1. **Twenty Eight offers** (37 acquisitions) have been sent to landowners since January 4, 2006. **Fifteen have been accepted**. We are in negotiations with **eight landowners**. Four acquisitions may or may not be needed. These are entrance parcels off Indianapolis Blvd. for Cabela's and Tri-State Coach easements (if flowage easements to be moved from Tri-State to Cabela's flowage are approved by COE) **(Ongoing)**

3

2. The Wicker Park appraisal has been submitted and approved. We have been discussing a donation with the North Township trustee.
   - **We have provided appraisal and hydrology information to the North Township Attorney and are waiting for a convenient time to appear before the North Township Board to request a donation of the easements.**
   - LCRBDC received modified legals to move the flowage easement from Wicker Park to Cabela's area from GLE on November 22 and submitted these to the COE for review and comments on December 7, 2005.
   - **On 3/22/06 we received an approval from the Corps to modify the levee design on Wicker Park to Cabela's. We will make appropriate adjustments to the appraisal.**

3. All available pipeline, and subordinated pipeline agreements, were forwarded to LCRBDC attorney on January 19, 2006. This could be used in getting easement agreements. **(Ongoing)**
   - We will schedule a meeting with NIPSCO and pipeline representatives to discuss the engineering and real estate agreements.
4. A meeting was held with representatives from Cabela's, Hammond, and the LCRBDC on March 27, 2006 to review project and what impacts it has on Cabela's property. We may need to acquire additional easements depending on the location of Cabela's entrance.
   - **Cabela's was verbally agreed to accept the new levee design (moving levee from Wicker Park to Cabela property). Adjustments will be made to the Cabala appraisal and easement offer.**
5. **We sent out the offer on DC-1169 – Owner NSRR on 4/28/06. At the 4/19/06 Real Estate meeting, it was decided to send it even though we had previously agreed not to send it until we completed the present negotiations on DC-598 with the railroad. We may have the same engineering and safety issues but we can't delay anymore.**

STATUS (Stage VI-Phase 1 South) – Kennedy to Liable - South of the river:
Land Acquisition deadline July, 2004

1. Construction is continuing on this segment.

STATUS (Stage VI-Phase 1 North) – Cline to Kennedy – North of the river:
Land Acquisition deadline April 30, 2005

1. Bids were opened on August 24, 2005. Illinois Constructors Corporation is the low bidder, submitting a bid approximately 15% under the COE estimate (without profit).
2. Submittals have been completed by the Contractor and construction has started. (See Engineering Report).

STATUS (Stage VI-Phase 2) – Liable to Cline – South of the river:
Land Acquisition deadline April 15, 2005

1. Dyer Construction was awarded the contract on July 29, 2005 (See Engineering Report)
2. All submittals have been submitted and approved, and construction started February 13.

STATUS (Stage VII) – Northcote to Columbia: The designation for this Stage is Stage VII – Hammond (North of the river) and Stage VII-Munster (South of the river)

1. In compliance with the Congressman's request to complete the project by December, 2009, title work is received and surveys are completed. **Appraisals on parcels north of the river have been completed and were delivered to the reviewer on 4/12/06. New state rules for eminent domain went into effect 3/6/06 and must be complied with.**
2. We have assigned an appraiser to complete a "gross appraisal" to determine preliminary land values on the Munster parcels south of the river. **The gross appraisal on the Munster tracts was submitted 4/28/06. The estimated total for acquisition is the number we will request from Munster as local contribution to the flood control project. Monies will be used for landowners offers of Just Compensation.**

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

1. The COE indicated at the November 29 Real Estate meeting that they will be focusing engineering on Stage VIII.
   - **The COE provided real estate drawings for review and comment on March 23, 2006.**

2. **LCRBDC submitted comments and concerns to the COE on April 19, 2006.** 4-9
   - **Major concerns were outdated drawings that do not reflect impacts to residents or businesses since original engineering was done in 1999.**
   - **COE requested LCRBDC to follow normal procedure. Have properties surveyed to reflect existing conditions, then have Corps drawings modified where necessary.**

STATUS (Betterment Levee – Phase 1 - Gary) Colfax to Burr Street:
Land Acquisition is completed.

1. This portion of construction will be advertised, paid for, and coordinated by the city of Gary. The COE will oversee the construction to assure compliance with Federal specifications.
2. Project was advertised on December 7, 2005.
   - Pre-bid meeting was held on December 19, 2005.
   - Bids were received, and opened, at the Gary Board of Public Works meeting on January 18, 2006. Low bid was $480,000 above COE estimate.
3. **Additional funding was approved at the GSWMD on March 28, 2006 and the Gary Board of Public Works voted to sign the agreement.**

STATUS (Betterment Levee – Phase 2 North of the NSRR east of Burr Street, and ½ mile east, back South over RR approximately 1400':
Land Acquisition deadline is September, 2005

1. A uniform offer of $20,700 for an easement acquisition was sent to the NSRR on June 6, 2005. The railroad requested changes to the COE design based on safety factors. **Engineering and safety factors have been agreed upon by the Corps and railroad. Legal descriptions and the offer value of the acquisition are also now acceptable to the railroad. We are discussing the documents to be recorded with the easement agreement. Those documents outline the railroad's, Corps', and LCRBDC's authority to close the railroad in an flood event and other liability issues.**

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

1. We will be reviewing parcels, cost schedule with the Corps in light of Congressman Visclosky's letter to complete the project by December 2009.
2. New regulations for 49 CFR Part 24 allow in-house appraisals (waiver valuations) to be increased from $5,000 to $10,000. We have been writing new waiver valuations for several remaining acquisitions instead of assigning appraisals (more costly) to contract appraisers. (Ongoing)

GRIFFITH GOLF CENTER (North of NIPSCO R/W, East of Cline Avenue)

1. LCRBDC was directed by the COE to obtain a flowage easement on the entire property in a letter dated October 7, 2005.
2. **The firm of Qetzel & Hartman completed the appraisal and it was approved on March 17. The offer to the landowner will be made after an additional location survey will be completed.** 10

CREDITING:

1. LCRBDC had a conference call with John Weaver of INDOT on March 16, 2005 requesting incremental cost data at Cline Avenue that would substantiate crediting. Best estimate still is in the range of $600,000 (Ongoing)
2. **At the 4/19/06 Real Estate meeting, the Corps requested our crediting totals for Stages I, II, III, and IV to match against their figures. They will use the figures to adjust our cash contribution to construction.** 11-12

GENERAL INFORMATION:

1. We continue to supply information to the Congressman's Office as requested.**(Ongoing)**
2. **The Indiana legislature has passed new eminent domain rules. Some affect our acquisition procedures. Some do not. A copy is attached for your information.**

13-29

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE SUPERIOR COURT OF LAKE COUNTY
CIVIL DIVISION, ROOM NUMBER FOUR
SITTING AT GARY, INDIANA

FILED
CLERK'S OFFICE
2006 SEP 7 AM 11 54
THOMAS R. CARLPOT
CLERK LAKE SUPERIOR COURT

OFFER = $2,500
COURT = $1,100

STATE OF INDIANA, LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION RECREATION BOARD,
Plaintiffs

vs.

[redacted]
Defendants

CAUSE NO.: 45DO4-0512-PL-00055

REPORT OF APPRAISERS

The undersigned appraisers, being duly appointed, sworn and instructed by the Court, have honestly, fairly and impartially assessed the total amount of just compensation due Defendants in this case as follows:

1. On December 2, 2005, the "fair market value" of the land taken by the Plaintiff in this case is One Thousand One Hundred Dollars ($1,100.00).

2. On _____, the "fair market value" of the improvements, of any, to the land taken by the Plaintiff in this case is - 0 - Dollars ($ - 0 -).

3. On _____, the damages, if any, to the residue of the Defendants' real estate caused by the Plaintiff's appropriation, amounted to - 0 - Dollars ($ - 0 -).

4. Other damages, if any, that will be caused by the construction of the Plaintiff's proposed road improvements are - 0 - Dollars ($- 0 -).

5. The benefits, if any, to the residue of Defendants' real estate, which result from the Plaintiff's appropriation or will result from the construction of the Plaintiff's proposed road improvements, are - 0 - Dollars ($- 0).

6. Thus, total compensation equals One Thousand One Hundred Dollars ($ 1,100.00

TOM S. BOCHNOWSKI

HOWARD P. CYRUS

TONY ZALESKI

Little Calumet River Basin Development Commission

6100 Southport Road Portage, IN 46368 219-763-0696
219-762-1653

TO: U.S. Army, Corps of Engineers
Chicago District, CENCC-RE
111 North Canal Street Suite 660
Chicago, IL 60606-7206

mailed to Corps 3/21/06

REQUEST FOR APPROVAL OF ADMINISTRATIVE SETTLEMENT
P.L. 91-646, Title III, as amended

Tract Number: DC 1104
Stage/Phase: I
Owner(s): [redacted]

The above described owner(s) has not accepted the uniform offer, which was based on an approved appraisal, submitted to them in the amount of the Lesser Interest of $ 29,600.00 and the Greater Interest of $ — for fee for an uneconomic remnant.

In accordance with 49 CFR §24.102i, it is requested that an Administrative Settlement be approved for the subject tract.

The reason for this request is as follows:

ALL REASONABLE EFFORTS HAVE BEEN MADE TO NEGOTIATE AN AGREEMENT FOR THE JUST COMPENSATION, IN LIGHT OF OWNER DEMANDS AND CIRCUMSTANCES, AS WELL AS ACQUISITION TIME DELAYS, A SETTLEMENT OF $4,350 ABOVE THE APPRAISED VALUE IS CONSIDERED REASONABLE AND IN THE PUBLIC'S BEST INTEREST.

The recommended settlement is $ 33,350.00. This amount is expected to be accepted by the owner(s).

Dan L Gardner 4-19-06

Executive Director Date
Little Calumet River Basin Development Commission

Agreed to:

Chief, Real Estate Date
Army Corps of Engineers, Chicago District

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

April 19, 2006

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

Dear Imad:

I have completed my review of the current Stage VIII real estate drawings and following are a list of my comments based upon what was submitted to us at the March 23rd at the Real Estate meeting.

(1) Is the background mapping on these prints current? What is the date of the background mapping?

- This is a concern because there may have been recent construction or modifications to utilities in these areas. It would save us time and money by knowing impacts ahead of time in order to address any potential design changes. Would the COE provide a field visit to confirm what is currently shown on these plans?

(2) It appears there are no control points shown on any of the drawings. If we are to perform a survey, as we have done in the past, it is necessary to have these shown on the drawings.

(3) Work limits are not shown on the river side in back of the properties. If we are to do legals in these areas, how far back on the properties should we include for acquisition purposes?

(4) Have Hammond or Munster been contacted for comments to see if any other future development is proposed in the near future in these areas relative to our current work limits?

(5) On real estate drawings RE-1, RE-2, and RE-3, the same property ownerships are shown on these plans that were obtained back in 2001. Are these current and if not, who will confirm that we will be dealing with the current property owners?

- Please make the tract numbers bolder in order for easier reference to the tables of property ownership. Could you also put the tract numbers on the remaining real estate drawings?

(6) On sheet RE-4, will the temporary easement around the Forest Avenue pump station stay the same or will this be modified as per Rick Ackerson's investigation as to what type of work we will actually be doing at the pump station?

(7) On sheet RE-5:

- This shows a permanent easement that extends onto Hohman Avenue. This construction was previously done by the Lake County Highway Department and is currently in place. What type of an easement will we need in this area (will it be a road closure easement? If so, we need coordinates).
- In Parcels 10 through 24, the Development Commission had meetings with the residents to assure them that the line of protection and the easements behind their homes would be minimized to reduce impacts to the back of their property. It appears the work limits extend up to houses, swimming pools, and/or garages behind the houses – is this necessary?
- In Parcels 26 & 27, we were contacted a few years ago by the city of Hammond indicating that there was interest for development in this area. Have you confirmed if there has been development and if there is, we may have to modify the design to use a flood wall rather than a levee.
- Has anyone confirmed that since the I-80/94 construction from the Illinois state line to Central Avenue, have there been any structural modifications or any changes that would require any modifications of design on their right-of-way?

8. On sheet RE-6:

- In the temporary easement south of 177th Street, which is owned by the Hammond Parks Department, are there any existing developments in that area that could affect the acquisition, such as a development of a new park?
- In the areas south of the levee extending to the meander of the river, what are the southern work limits?
- It appears that in Parcel 53, that there is a garage that extends into our work limits. This is directly south of 177th Street near the northern end of the temporary work area easement. In meetings that the Development Commission had with Ted Muta and the owners of the "old Botanical Gardens" directly to the east, there are a number of

buildings, parking lots, and other structures that I feel need to be shown in order to realize the impact of our project in this area. (We may need to modify easements to reduce what could be a large monetary settlement).

9. On sheet RE-7:
   - In the staging area bounded by "W61, W62, W63, and W68", this area is a highly-used parking area by the current owner during the 4th of July and Halloween holidays. This may be a tremendous expenditure for loss of parking spaces during particular times of the seasons. Is it possible to re-consider the location of this staging area to a near-by parcel of property that would not have as much impact? (please note that there is also a billboard in this area that should be avoided).
   - You showed the southern work limits on this drawing that were not necessary and are shown on RE-13.

10. On sheets RE-8 and RE-9:
   - This depicts the Riverside Park area (and no background mapping is shown), we would suggest getting input from the Hammond Parks Department as to what is currently installed in this area and what their comprehensive plan is for future development. Will their future plans be taken into account for our design in this area?
   - On RE-9, it shows a staging area west of Columbia Avenue. This is currently a parking lot that serves for vehicles that will be playing in the adjacent ball fields. Is it possible to re-visit to a location near by that would not impact a highly-used parking lot?

11. On sheet RE-10:
   - In the area east of Hohman Avenue and south of the Little Calumet River, there is a large temporary work area easement that we will ultimately be using to construct a future recreation area. Do we need to get a permanent easement rather than a temporary in order that this could be a future dedicated park?

12. On sheet RE-12 and RE-13:
   - Has our flood protection system in this area taken into account any modifications for storm drainage, as proposed by the town of Munster? If there are catch basins and storm sewers that have been installed since 2001, or are proposed to be installed in the near future, should we be contacting Jim Mandon, Munster Town Engineer, to take that information into account? This could modify our work limits.
   - On Parcel 77 which is owned by the town of Munster, there are tanks and facilities on this property. It appears that by the points P-105, P-106, P-107, and P-108, we are encroaching inside the fenced area by approximately 25' for a permanent easement. Is this necessary?

13. On sheet RE-14:
    - From Station 4+00 to 8+00 on the line of protection, we will be encroaching onto a number of parking spaces for the Hammond Clinic. I feel the background mapping should be shown in this area and if we have to modify our line of protection further north to the river, we should be doing it in this area to minimize impacts to the clinic parking.
    - The temporary easement that comes from the south up to the levee as indicated by prints W-120, W-121, W-122, W-123, W-124, and W-125 overlay onto Euclid Avenue. Is this the only access to do our levee construction? This roadway also provides access to a large amount of the parking for the Hammond clinic and may need to be kept open to the public.

14. On sheet RE-15:
    - This shows work limits extending across Columbia Avenue that include road closures and a storage area for material that would be used to install the closures. Will this be part of the Stage VIII or Stage VII construction?
    - On Columbia Avenue, we will need coordinates for a "permanent road closure easement" as we have previously done in the city of Gary.

In reviewing my old Stage VIII file, I came across a series of correspondence that I have enclosed. These were concerns by the Development Commission, the Army Corps Real Estate Department, municipalities, and utilities that I'm not sure were ever addressed. Before we finalize the real estate drawings, I feel that some of these items do need to be addressed because they could affect the design, and accordingly, the real estate. Following are a list of these correspondences:

(1) **Pages 1-4**:
- These are meeting minutes and site observations by the Army Corps and SEH for a meeting held on June 20 and 21, 2001.
- Some issues in these meetings could affect design and real estate and we feel these should be visited by your design group prior to finalizing the real estate.

(2) **Pages 5-6**:
- This is a correspondence from NICTD dated October 2, 2001 to SEH regarding the impacts of our project relative to the old Monon corridor.
- This discusses some easement questions and also could affect some of the design at the 50% level that was submitted by SEH.

(3) **Pages 7-9**:

- This is an agenda for a 50% BCOE coordination meeting held on October 3 & 4, 2001 by SEH.

(4) **Pages 10-18**:

- These are minutes from the meeting held on October 3, 2001 also indicating potential real estate problems relative to engineering and stating some of the concerns from the site visit as indicated by Items 67-75 on Page 14.
- On Pages 15-18; these are minutes from the meeting held on October 4, 2001 also indicating engineering concerns that could affect real estate.

(5) **Pages 19-21**:

- This is a list of comments from Chrystal Spokane who represented the Real Estate Division in the Acquisition Branch, with her comments regarding real estate in this area.
- There were no responses to the comments submitted at that time and I feel they also need to be addressed in the real estate drawings.

(6) **Pages 22-29**:

- This is a letter dated October 16, 2001 from Jim Flora and Jim Pokrajac with a list of the 50% BCOE review and comments from R. W. Armstrong Company and the Development Commission.
- There are 44 items and we do need responses to these, once again, because some of our engineering concerns could affect the real estate.

(7) **Page 30**:

- This is a letter from you to Dan Gardner dated October 18, 2001. You indicated that you had a concern of proceeding further without having any public input. You also mentioned that you did not want to progress any further without having a public meeting.
- You suggested we hold a meeting between the Development Commission and the Army Corps to discuss the coordination and what would be done in a public meeting.
- Do you still feel we should have public involvement before proceeding any further?

I realize I have included a lot of old information, but in order to save time and money during the acquisition process, I feel that we need more information up front in order to accurately portray what portions of what properties will be required for our construction. As we experienced in Stage VII, it also was older real estate information. We had problems with easements overlapping onto existing structures, and also additional lands that were not needed to complete our project. We would like to work with you to help coordinate providing

A more detailed and accurate set of real estate drawings to expedite this process and to minimize impacts to residents, municipalities, and utilities.

With our current accelerated schedule, we need to strategize how we will pursue this massive acquisition area. Maybe we could begin surveys and appraisals in areas where there are no questions or concerns. In areas of conflict, we should actively work together to make wise decisions to minimize real estate impacts. We could possibly discuss this at our scheduled real estate meeting on April 19th. If you have any questions regarding these comments, please contact either myself or Dan Gardner.

Sincerely,

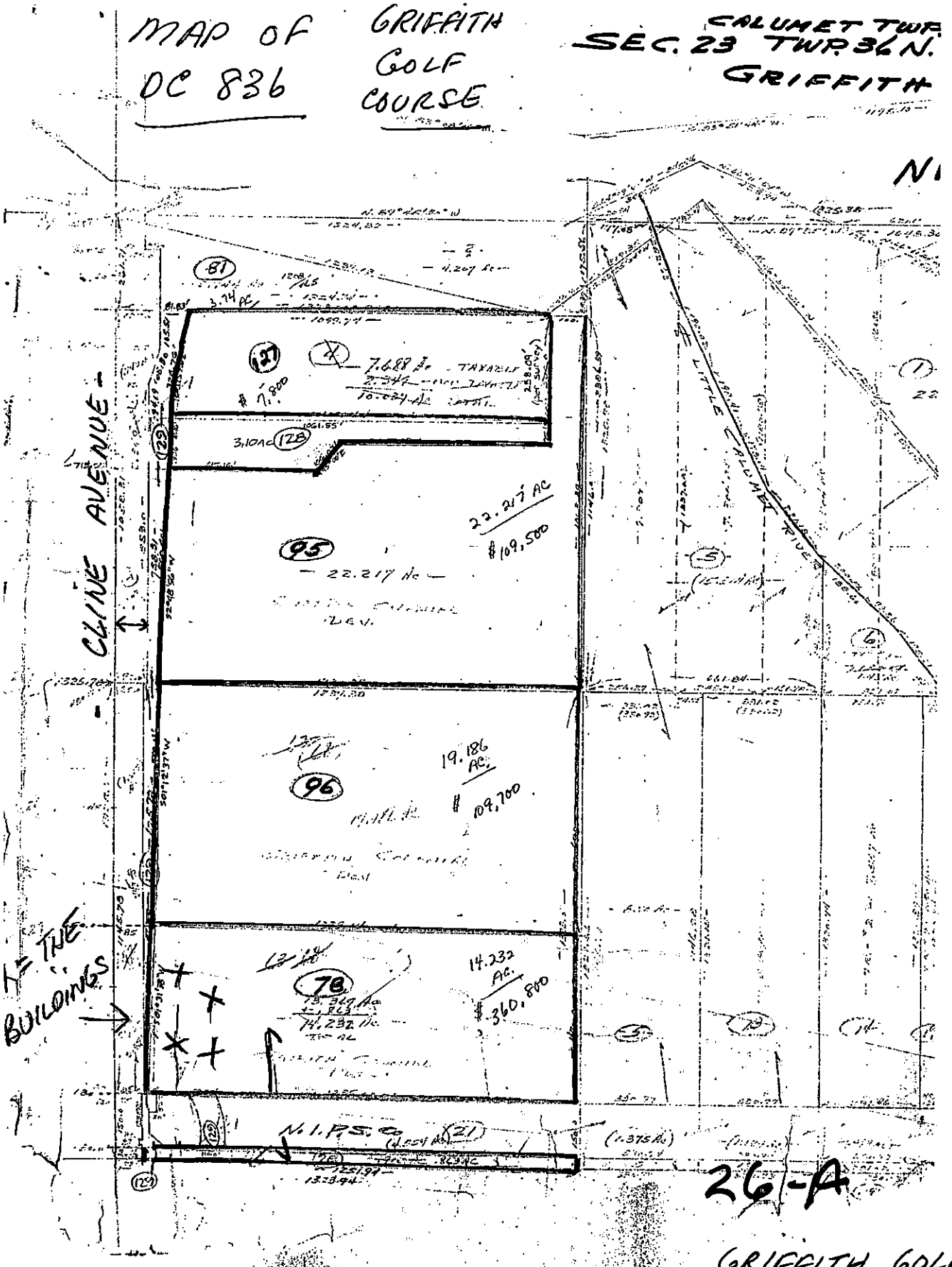
James E. Pokrajac, Agent
Engineering/Land Management

/sjm
encl.
cc: Vic Kotwicki, Detroit COE Real Estate
Steve Petrucci, Detroit COE Real Estate
John Groboski, Chicago COE Office
Doug Anderson, Griffith COE Office
Jim Flora, R. W. Armstrong Co.
Bill Biller, LCRBDC Chairman
Bob Huffman, LCRBDC Engineering Committee

MAP OF DC 836

GRIFFITH GOLF COURSE

CALUMET TWP.
SEC. 23 TWP. 36 N.
GRIFFITH



NEED NEW WRITTEN LEGAL DESCRIPTION.

APPRAISAL BASED ON LAND ONLY.

NEW SURVEY WILL ELIMINATE THE BUILDINGS AREA.

SURVEY WILL MATCH THE APPRAISAL.

26-A

7.688 AC. -	127	7,800
22.217 AC -	95	109,500
19.186 AC. -	96	109,700
14,232 AC -	78	360,800
63,323	TOTAL	$587,800 TOTAL ASSESSED VALUE

GRIFFITH GOLF COURSE IS LOTS 127, 95, 96, 78.

Lorraine Kray

From: "Lorraine Kray" <lkray@nirpc.org>
To: "Imad Samara" <Imad.Samara@lrc02.usace.army.mil>
Sent: Thursday, April 20, 2006 6:22 PM
Attach: STAGEIICOE.xls; STAGEIIICOE.xls; STAGEIVCOE.xls
Subject: Stages I, II, III, & IV

Imad,

I am attaching Stages II, III & IV per your request at the Real Estate meeting 4/19/06.

Stage I is strictly demolition construction costs and I have located the tracts involved, but will have to wait for the costs involved per Sandy. She is looking for the construction company who completed the demolition. I will do my best to have this to you early next week.

Lorraine

Stage I – $0.00
Stage II – $1,359,304
Stage III – $1,212,728
Stage IV – $2,259,434

Lorraine Kray

From: "Lorraine Kray" <lkray@nirpc.org>
To: "Imad Samara" <Imad.Samara@lrc02.usace.army.mil>
Sent: Wednesday, April 26, 2006 1:43 PM
Subject: Stage I

Hi Imad,

From all indications Stage I was strictly demolitions. According to our records the costs for the demolitions were paid for in the construction costs of the project, therefore, LCRBDC has no credit for this Stage. We do, however, have a list of the tracts that the demolitions were completed on. If you would like a copy please let me know.

Thanks,
Lorraine

Stage I = $0.00 in credits

F.Y.I.

Reprinted

February 28, 2006

affects some 1 mr procedures

NEW - EMINENT DOMAIN RULES

ENGROSSED

HOUSE BILL No. 1010

DIGEST OF HB 1010 (Updated February 27, 2006 5:24 pm - DI 106)

JR 4/20/06

Citations Affected: IC 22-13; IC 23-14; IC 32-24; IC 36-7; noncode.

Synopsis: Eminent domain. Requires a condemnor, before proceeding to acquire property by use of eminent domain, to: (1) establish a proposed purchase price; (2) provide the owner with an appraisal or other evidence used to establish the proposed purchase price; and (3) conduct a good faith negotiation with the owner of the property. Requires a condemnor, except the department of transportation (department), certain utilities, and certain other persons, to proceed to acquire the property by use of eminent domain not more than two years after the condemnor submits a written acquisition offer to the owner of the property. Requires the department, certain utilities, and certain

(Continued next page)

Effective: Upon passage; July 1, 2006.

Wolkins, Foley, Grubb, Dvorak, Hoy, Cherry, Ulmer, Noe
(SENATE SPONSORS _ BRAY, DROZDA, SIPES, LEWIS, LONG)

January 5, 2006, read first time and referred to Committee on Judiciary.
January 10, 2006, amended, reported _ Do Pass.
January 24, 2006, read second time, amended.
January 25, 2006, reread second time; made special order of business; amended, ordered engrossed.
January 26, 2006, engrossed. Read third time, passed. Yeas 97, nays 0.

SENATE ACTION

February 1, 2006, read first time and referred to Committee on Corrections, Criminal, and Civil Matters.
February 16, 2006, amended, reported favorably _ Do Pass.
February 27, 2006, read second time, amended, ordered engrossed.

Digest Continued

other persons to initiate eminent domain proceedings not more than six years after the department, utility, or other person submits a written acquisition offer to the property owner. Requires two of the three appraisers appointed under the eminent domain law to be: (1) licensed under the law concerning real estate brokers and salespersons; and (2) residents of Indiana. Extends certain deadlines under the eminent domain law. Provides that if a condemnor fails to: (1) take possession of property the condemnor acquired though the use of eminent domain; and (2) adapt the property for the purpose for which it was acquired; not later than six years after the payment of the award or judgment for damages occurs, the condemnor forfeits all rights in the property as if the procedure to take the property had not begun. Establishes procedures for using eminent domain to transfer ownership or control of real property between private persons for uses that are not public uses, including: (1) limiting the use of eminent domain only to certain types of property; (2) requiring mediation; (3) requiring that the acquisition of the property will accomplish more than only increasing the property tax base of a government entity; (4) requiring the payment of a premium to acquire certain types of property; (5) requiring the condemnor to pay the attorney's fees of certain owners; and (6) requiring the payment of certain other damages, if applicable, including business losses. Prohibits a state agency or political subdivision from requiring that a lawfully erected sign be removed or altered as a condition of issuing a permit, license, variance, or other order concerning land use development unless the sign owner is compensated or has waived compensation in writing. Provides that the land owner may receive litigation expenses and reasonable attorney's fees not to exceed: (1) $25,000 in a public eminent domain proceeding; or (2) 25% of the cost of the acquisition in a private to private eminent domain proceeding; if the land owner receives greater compensation at trial than was offered in the most recent settlement offer. Provides that the landowner is entitled to reasonable attorney's fees if a proposed private to private eminent domain proceeding does not meet certain eligibility requirements. Specifies that certain persons authorized to exercise eminent domain may only do so to accomplish the essential delivery of services. Prohibits libraries from exercising eminent domain unless a specified legislative body in the library district adopts a resolution specifically approving the use of eminent domain for a particular purpose. Prohibits a privately owned cemetery from exercising eminent domain. Establishes a study committee to study eminent domain issues. Makes other changes and conforming amendments.

Reprinted

February 28, 2006

Second Regular Session 114th General Assembly (2006)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions

will appear in **this style type**, and deletions will appear in ~~this style type.~~
Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.
Conflict reconciliation: Text in a statute in *this style type* or ~~*this style type*~~ reconciles conflicts between statutes enacted by the 2005 Regular Session of the General Assembly.

ENGROSSED

HOUSE BILL No. 1010

A BILL FOR AN ACT to amend the Indiana Code concerning property.

Be it enacted by the General Assembly of the State of Indiana:

SOURCE: IC 22-13-2-1.5; (06)EH1010.2.1. --> SECTION 1. IC 22-13-2-1.5 IS ADDED TO THE INDIANA CODE AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2006]: **Sec. 1.5. A state agency or political subdivision may not require that a lawfully erected sign be removed or altered as a condition of issuing:**

(1) a permit;

(2) a license;

(3) a variance; or

(4) any other order concerning land use or development;

unless the owner of the sign is compensated in accordance with IC 32-24 or has waived the right to and receipt of damages in writing.

SOURCE: IC 23-14-60-1; (06)EH1010.2.2. --> SECTION 2. IC 23-14-60-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 1. (a) If:

(1) any number of persons have:

(A) acted together as an association or corporation;

(B) acquired, as an association or corporation, land for cemetery purposes;

(C) sold and granted to persons the right to bury the dead in lots located on the land; and

(D) actually managed and controlled the land as a cemetery for at least thirty (30) years; but

(2) the organization that the persons attempted to establish as a corporation or cemetery association is defective and incomplete because of a failure to comply with the formalities required by law in force at some time since the original parties first assumed to act as an association or corporation;

the owners of the right to bury the dead on lots in the cemetery and those who may acquire the right become and continue to be a cemetery association or corporation from March 14, 1913.

(b) The owners of the right to bury the dead on lots in a cemetery referred to in subsection (a) have all the rights and powers of a cemetery association or corporation organized under this article, IC 23-1, or IC 23-17. ~~including the power of eminent domain under IC 32-24-1.~~

SOURCE: IC 23-14-75-1; (06)EH1010.2.3. --> SECTION 3. IC 23-14-75-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 1. This chapter applies to ~~the following:~~

~~(1) A:~~

~~(A) city;~~

~~(B) town;~~

~~(C) township;~~

~~(D) corporation or association; or~~
~~(E) another owner;~~
~~that owns or controls a public cemetery that has been in existence for at least thirty (30) years.~~
~~(2) A:~~
~~(A) city, town, or township; or~~
~~(B) corporation or association~~ **a city, town or township** that:
(1) owns a cemetery that has been in existence for at least thirty (30) years; **or**
~~that~~ **(2)** desires to own a public cemetery.
SOURCE: IC 23-14-75-2; (06)EH1010.2.4. --> SECTION 4. IC 23-14-75-2 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 2. If land has not been appropriated or set apart by the owners by platting for a public cemetery and it is necessary to purchase real estate for the cemetery:
(1) the legislative body of the city or town; **or**

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(2) the executive of the township;
~~(3) the trustees or directors of the corporation or association; or~~
~~(4) the other owners;~~
~~have~~ **has** the power of eminent domain to condemn and appropriate the land for cemetery purposes under proceedings provided by statute.
SOURCE: IC 32-24-1-3; (06)EH1010.2.5. --> SECTION 5. IC 32-24-1-3 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 3. (a) Any person that may exercise the power of eminent domain for any public use under any statute may exercise the power only in the manner provided in this article, except as otherwise provided by law.
(b) Before proceeding to condemn, the person:
(1) may enter upon any land to examine and survey the property sought to be acquired; and
(2) must make an effort to purchase for the use intended the land, right-of-way, easement, or other interest, in the property.
(c) The effort to purchase under subsection (b)(2) must include the following:
(1) Establishing a proposed purchase price for the property.
(2) Providing the owner of the property with an appraisal or other evidence used to establish the proposed purchase price.
(3) Conducting good faith negotiations with the owner of the property.
~~(c)~~ **(d)** If the land or interest in the land, or property or right is owned by a person who is an incapacitated person (as defined in IC 29-3-1-7.5) or less than eighteen (18) years of age, the person seeking to acquire the property may purchase the property from the guardian of the incapacitated person or person less than eighteen (18) years of age. If the purchase is approved by the court appointing the guardian and the approval is written upon the face of the deed, the conveyance of the property purchased and the deed made and approved by the court are valid and binding upon the incapacitated person or persons less than eighteen (18) years of age.
~~(d)~~ **(e)** The deed given, when executed instead of condemnation, conveys only the interest stated in the deed.
~~(e)~~ **(f)** If property is taken by proceedings under this article, the entire fee simple title may be taken and acquired. ~~if the property is taken for any purpose other than a right-of-way.~~
SOURCE: IC 32-24-1-5; (06)EH1010.2.6. --> SECTION 6. IC 32-24-1-5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 5. (a) As a condition precedent to filing a complaint in condemnation, and except for an action brought under IC 8-1-13-19 (repealed), a condemnor may enter upon the property as provided in this chapter and must, at least

thirty (30) days before filing a complaint, make an offer to purchase the property in the form prescribed in subsection (c). The offer must be served personally or by certified mail upon:
(1) the owner of the property sought to be acquired; or

(2) the owner's designated representative.

(b) If the offer cannot be served personally or by certified mail, or if the owner or the owner's designated representative cannot be found, notice of the offer shall be given by publication in a newspaper of general circulation in the county in which the property is located or in the county where the owner was last known to reside. The notice must be in the following form:

NOTICE

TO: _____, _____ (owner(s)), _____ (condemnor) needs your property for a _____ (description of project), and will need to acquire the following from you: _____ (general description of the property to be acquired). We have made you a formal offer for this property that is now on file in the Clerk's Office in the _____ County Court House. Please pick up the offer. If you do not respond to this notice or accept the offer by ____ (a date 30 days from 1st date of publication) 20___, we shall file a suit to condemn the property.

_____

Condemnor

The condemnor must file the offer with the clerk of the circuit court with a supporting affidavit that diligent search has been made and that the owner cannot be found. The notice shall be published twice as follows:

(1) One (1) notice immediately.

(2) A subsequent publication at least seven (7) days and not more than twenty-one (21) days after the publication under subdivision (1).

(c) The offer to purchase must be in the following form:

UNIFORM PROPERTY OR EASEMENT

ACQUISITION OFFER

_____ (condemnor) is authorized by Indiana law to obtain your property or an easement across your property for certain public purposes. _____ (condemnor) needs (your property) (an easement across your property) for a _____ (brief description of the project) and needs to take _____ (legal description of the property or easement

to be taken; the legal description may be made on a separate sheet and attached to this document if additional space is required)

It is our opinion that the fair market value of the (property) (easement) we want to acquire from you is $ ____, and, therefore, _____ (condemnor) offers you $ _____ for the above described (property) (easement). You have ~~twenty-five (25)~~ **thirty (30)** days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to land. Possession will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, _____ (condemnor) is required to make a good faith effort to purchase (your property) (an easement across your property).

2. You do not have to accept this offer **and** _____ **(condemnor) is not required to agree to your demands.**

3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your property) (an easement), _____ (condemnor) has the right to file suit to condemn and

acquire the (property) (easement) in the county in which the property is located.

4. You have the right to seek advice of an attorney, real estate appraiser, or any other person of your choice on this matter.

5. You may object to the public purpose and necessity of this project.

6. If _____ (condemnor) files a suit to condemn and acquire (your property) (an easement) and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (property) (easement) to be acquired.

7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (property) (easement) condemned.

8. If the court appraisers' report is not accepted by either of us, then _____ (condemnor) has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, _____

(condemnor) is legally entitled to immediate possession of the (property) (easement). You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice. (The condemnor may insert here any other information pertinent to this offer or required by circumstances or law).

10. If you have any questions concerning this matter you may contact us at:

_____

_____

(full name, mailing and street address, and phone of the condemnor)

This offer was made to the owner(s):

_____ of _____,

_____ of _____,

_____ of _____,

_____ of _____,

on the _____ day of _____ 20___,

BY:

_____

(signature)

_____

(printed name and title)

Agent of: _____

(condemnor)

If you decide to accept the offer of $ _____ made by _____ (condemnor) sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), _____, _____, _____,

owner(s) of the above described property or interest in property, hereby accept the offer of $ _____ made by _____ (condemnor) on this _____ day of _____, 20___.

_____

_____

_____

_____

NOTARY'S CERTIFICATE

STATE OF _____)
)SS:
COUNTY OF _____)
Subscribed and sworn to before me this ____ day of _____, 20___.
My Commission Expires: _____

_____
(Signature)

_____
(Printed) NOTARY PUBLIC

(d) If the condemnor has a compelling need to enter upon property to restore utility or transportation services interrupted by disaster or unforeseeable events, the provisions of subsections (a), (b), and (c) do not apply for the purpose of restoration of utility or transportation services interrupted by the disaster or unforeseeable events. However, the condemnor shall be responsible to the property owner for all damages occasioned by the entry, and the condemnor shall immediately vacate the property entered upon as soon as utility or transportation services interrupted by the disaster or unforeseeable event have been restored.

SOURCE: IC 32-24-1-5.5; (06)EH1010.2.7. --> SECTION 7. IC 32-24-1-5.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: **Sec. 5.5. (a) Except as provided in sections 5.8 and 5.9 of this chapter, this section applies to every person that may exercise the power of eminent domain.**

(b) If:

(1) a person that may exercise the power of eminent domain submits a written acquisition offer to the owner of a parcel of real estate under section 5 of this chapter; and

(2) the owner rejects the offer;

the person shall file a complaint under this article to acquire the parcel by the exercise of eminent domain not more than two (2)

years after the date the person submitted the written acquisition offer to the owner.

(c) If a person that may exercise the power of eminent domain fails to meet the requirements described in subsection (b) concerning a parcel of real estate, the person may not initiate an action under this article to acquire the parcel through the power of eminent domain for the same project or a substantially similar project for at least three (3) years after the date the two (2) year period described in subsection (b) expires.

SOURCE: IC 32-24-1-5.8; (06)EH1010.2.8. --> SECTION 8. IC 32-24-1-5.8 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: **Sec. 5.8. (a) This section applies only to:**

(1) the Indiana department of transportation when the department seeks to acquire a parcel

of land or a property right for the construction, reconstruction, improvement, maintenance, or repair of a:

(A) state highway; or

(B) toll road project or toll bridge; and

(2) any other person that may exercise the power of eminent domain when the person seeks to acquire a parcel of land or a property right for the construction, reconstruction, improvement, maintenance, or repair of a feeder road for an Indiana department of transportation project described in subdivision (1) if the construction, reconstruction, improvement, maintenance, or repair of the feeder road begins not later than five (5) years from the conclusion of the project.

(b) If:

(1) the Indiana department of transportation or other person described in subsection (a)(2) submits a written acquisition offer to the owner of a parcel of real estate under section 5 of this chapter; and

(2) the owner rejects the offer;

the department or other person shall file a complaint under this article to acquire the parcel by the exercise of eminent domain not more than six (6) years after the date the department or other person submitted the written acquisition offer to the owner.

(c) If the Indiana department of transportation or other person fails to meet the requirements described in subsection (b) concerning a parcel of real estate, the department or other person may not initiate an action under this article to acquire the parcel through the power of eminent domain for the same or a

substantially similar project for at least three (3) years after the date the six (6) year period described in subsection (b) expires.

SOURCE: IC 32-24-1-5.9; (06)EH1010.2.9. --> SECTION 9. IC 32-24-1-5.9 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: **Sec. 5.9. (a) As used in this section, "public utility" means a public utility, municipally owned utility, cooperatively owned utility, joint agency created under IC 8-1-2.2, municipal sanitation department operating under IC 36-9-23, sanitary district operating under IC 36-9-25, or an agency operating as a stormwater utility.**

(b) This section applies only to a public utility or pipeline company.

(c) If:

(1) a public utility or pipeline company submits a written acquisition offer to the owner of a parcel of real estate under section 5 of this chapter; and

(2) the owner rejects the offer in writing;

the public utility or pipeline company, to acquire the parcel by the exercise of eminent domain, must file a complaint under this article, not more than six (6) years after the date on which the public utility or pipeline company submitted the written acquisition offer to the owner.

(d) If a public utility or pipeline company fails to meet the requirements set forth in subsection (c) concerning a parcel of real estate, the public utility or pipeline company may not initiate an action under this article to acquire the parcel through the power of eminent domain for the same project or a substantially similar project for at least two (2) years after the date on which the six (6) year period described in subsection (c) expires.

SOURCE: IC 32-24-1-7; (06)EH1010.2.10. --> SECTION 10. IC 32-24-1-7 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 7. (a) The notice, upon its return, must show its:

(1) service for ten (10) days; or

(2) proof of publication for three (3) successive weeks in a weekly newspaper of general circulation printed and published in the English language in the county in which the property sought to be acquired is located.

The last publication of the notice must be five (5) days before the day set for the hearing.

(b) The clerk of the court in which the proceedings are pending, upon the first publication of the notice, shall send to the post office address of each nonresident owner whose property will be affected by

the proceedings a copy of the notice, if the post office address of the owner or owners can be ascertained by inquiry at the office of the treasurer of the county.

(c) The court, being satisfied of the regularity of the proceedings and the right of the plaintiff to exercise the power of eminent domain for the use sought, shall appoint: ~~three (3)~~

(1) one (1) disinterested ~~freeholders~~ **freeholder** of the county; **and**

(2) two (2) appraisers licensed under IC 25-34.1 who are residents of Indiana;

to assess the damages, or the benefits and damages, as the case may be, that the owner or owners severally may sustain, or be entitled to, by reason of the acquisition. **One (1) of the appraisers appointed under subdivision (2) must reside not more than fifty (50) miles from the property.**

SOURCE: IC 32-24-1-8; (06)EH1010.2.11. --> SECTION 11. IC 32-24-1-8 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 8. (a) A defendant may object to the proceedings:

(1) because the court does not have jurisdiction either of the subject matter or of the person;

(2) because the plaintiff does not have the right to exercise the power of eminent domain for the use sought; or

(3) for any other reason disclosed in the complaint or set up in the objections.

(b) Objections under subsection (a) must be:

(1) in writing;

(2) separately stated and numbered; and

(3) filed not later than ~~the first appearance of~~ **thirty (30) days after the date the notice required in section 6 of this chapter is served on** the defendant. **However, the court may extend the period for filing objections by not more than thirty (30) days upon written motion of the defendant.**

(c) The court may not allow pleadings in the cause other than the complaint, any objections, and the written exceptions provided for in section 11 of this chapter. However, the court may permit amendments to the pleadings.

(d) If an objection is sustained, the plaintiff may amend the complaint or may appeal from the decision in the manner that appeals are taken from final judgments in civil actions. All the parties shall take notice and are bound by the judgment in an appeal.

(e) If the objections are overruled, the court shall appoint appraisers as provided for in this chapter. Any defendant may appeal the

interlocutory order overruling the objections and appointing appraisers in the manner that appeals are taken from final judgments in civil actions upon filing with the circuit court clerk a bond:

(1) with the penalty that the court fixes;

(2) with sufficient surety;

(3) payable to the plaintiff; and

(4) conditioned for the diligent prosecution of the appeal and for the payment of the judgment and costs that may be affirmed and adjudged against the appellants.

The appeal bond must be filed not later than ten (10) days after the appointment of the appraisers.

(f) All the parties shall take notice of and be bound by the judgment in the appeal.

(g) The transcript must be filed in the office of the clerk of the supreme court not later than thirty (30) days after the filing of the appeal bond. The appeal does not stay proceedings in the cause.

SOURCE: IC 32-24-1-12; (06)EH1010.2.12. --> SECTION 12. IC 32-24-1-12 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 12. (a) Not later than ~~ten (10)~~ **forty-five**

(45) days before a trial involving the issue of damages, the plaintiff shall, and a defendant may, file and serve on the other party an offer of settlement. Not more than five (5) days after the date offer of settlement is served, the party served may respond by filing and serving upon the other party an acceptance or a counter offer of settlement. The offer must state that it is made under this section and specify the amount, exclusive of interest and costs, that the party serving the offer is willing to accept as just compensation and damages for the property sought to be acquired. The offer or counter offer supersedes any other offer previously made under this chapter by the party.

(b) An offer of settlement is considered rejected unless an acceptance in writing is filed and served on the party making the offer before the trial on the issue of the amount of damages begins.

(c) If the offer is rejected, it may not be referred to for any purpose at the trial but may be considered solely for the purpose of awarding costs and litigation expenses under section 14 of this chapter.

(d) This section does not limit or restrict the right of a defendant to payment of any amounts authorized by law in addition to damages for the property taken from the defendant.

(e) This section does not apply to an action brought under IC 8-1-13-19 (repealed).

SOURCE: IC 32-24-1-14; (06)EH1010.2.13. --> SECTION 13. IC 32-24-1-14 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 14. (a) Except as

provided in subsection (b), the plaintiff shall pay the costs of the proceedings.

(b) If there is a trial, the additional costs caused by the trial shall be paid as ordered by the court. However, if there is a trial and the amount of damages awarded to the defendant by the judgment, exclusive of interest and costs, is greater than the amount specified in the last offer of settlement made by the plaintiff under section 12 of this chapter, the court shall allow the defendant the defendant's litigation expenses in an amount not to exceed **twenty-five thousand dollars ($25,000).** ~~two thousand five hundred dollars ($2,500).~~

SOURCE: IC 32-24-1-15; (06)EH1010.2.14. --> SECTION 14. IC 32-24-1-15 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 15. (a) If the person seeking to take property under this article fails:

(1) to pay the assessed damages **and attorney's fees payable in accordance with section 14 of this chapter** not later than one (1) year after the appraisers' report is filed, if exceptions are not filed to the report;

(2) to pay:

(A) the damages assessed **and attorney's fees payable in accordance with section 14 of this chapter** if exceptions are filed to the appraisers' report and the exceptions are not sustained; or

(B) the damages assessed **and attorney's fees payable in accordance with section 14 of this chapter** and costs if exceptions are filed to the appraisers' report and the exceptions are sustained;

not later than one (1) year after the entry of the judgment, if an appeal is not taken from the judgment;

(3) to pay the damages assessed **and attorney's fees payable in accordance with section 14 of this chapter** or the judgment rendered in the trial court not later than one (1) year after final judgment is entered in the appeal if an appeal is taken from the judgment of the trial court; or

(4) to take possession of the property and adapt the property for the purpose for which it was acquired not later than ~~five (5)~~ **six (6)** years after the payment of the award or judgment for damages, except where a fee simple interest in the property is authorized to be acquired and is acquired;

the person seeking to acquire the property forfeits all rights in the property as fully and completely as if the procedure to take the property had not begun.

(b) An action to declare a forfeiture under this section may be

brought by any person having an interest in the property sought to be acquired, or the question of the forfeiture may be raised and determined by direct allegation in any subsequent proceedings, by any other person to acquire the property for a public use. In the subsequent proceedings the person seeking the

previous acquisition or the person's proper representatives, successors, or assigns shall be made parties.

SOURCE: IC 32-24-2-17; (06)EH1010.2.15. --> SECTION 15. IC 32-24-2-17 IS ADDED TO THE INDIANA CODE AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: **Sec. 17. A landowner who incurs attorney's fees through the exercise of eminent domain under this chapter is entitled to reasonable attorney's fees in accordance with IC 32-24-1-14.**

SOURCE: IC 32-24-3-4; (06)EH1010.2.16. --> SECTION 16. IC 32-24-3-4 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 4. (a) After the appraisers file their report, any of the defendants may, within a reasonable time fixed by the court, file exceptions to the report, alleging that the appraisement of the property, as made by the appraisers, is not the true cash value of the property. If exceptions are filed, a trial on the exceptions shall be held by the court or before a jury, if asked by either party.

(b) The circuit court clerk shall give notice of filing of the appraisers' report to all known parties to the action and their attorneys of record by certified mail.

(c) Upon the trial of the exceptions, the court may revise, correct, amend, or confirm the appraisement in accordance with the finding of the court or verdict of the jury.

(d) The court shall apportion the costs accruing in the proceedings as justice may require. **However, a landowner who incurs attorney's fees through the exercise of eminent domain under this chapter is entitled to reasonable attorney's fees in accordance with IC 32-24-1-14.**

(e) Changes of venue may be had as in other cases.

SOURCE: IC 32-24-4-1; (06)EH1010.2.17. --> SECTION 17. IC 32-24-4-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 1. (a) A person, firm, partnership, limited liability company, or corporation authorized to do business in Indiana and authorized to:

(1) furnish, supply, transmit, transport or distribute electrical energy, gas, oil, petroleum, water, heat, steam, hydraulic power, or communications by telegraph or telephone to the public or to any town or city; or

(2) construct, maintain or operate turnpikes, toll bridges, canals, public landings, wharves, ferries, dams, aqueducts, street

railways, or interurban railways for the use of the public or for the use of any town or city;

may take, acquire, condemn, and appropriate land, real estate, or any interest in the land or real estate **to accomplish the essential delivery of services described in subdivisions (1) and (2).**

(b) A person described in subsection (a) has all accommodations, rights, and privileges necessary to accomplish the use for which the property is taken. A person acting under subsection (a) may use acquired, condemned, or appropriated land to construct railroad siding, switch, or industrial tracks connecting its plant or facilities with the tracks of any common carrier.

SOURCE: IC 32-24-4.5; (06)EH1010.2.18. --> SECTION 18. IC 32-24-4.5 IS ADDED TO THE INDIANA CODE AS A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]:

Chapter 4.5. Procedures for Transferring Ownership or Control of Real Property Between Private Persons

Sec. 1. (a) As used in this section, "public use" means the:

(1) possession, occupation, and enjoyment of a parcel of real property by the general public or a public agency for the purpose of providing the general public with fundamental services, including the construction, maintenance, and reconstruction of highways, bridges, airports, ports, certified technology parks, intermodal facilities, and parks;

(2) leasing of a highway, bridge, airport, port, certified technology park, intermodal facility, or park by a public agency that retains ownership of the parcel by written lease with right of forfeiture; or

(3) use of a parcel of real property to create or operate a public utility, an energy utility (as defined in IC 8-1-2.5-2), or a pipeline company.

The term does not include the public benefit of economic development, including an increase in a tax base, tax revenues, employment, or general economic health.

(b) This chapter applies to a condemnor that exercises the power of eminent domain to acquire a parcel of real property:

(1) from a private person;

(2) with the intent of ultimately transferring ownership or control to another private person; and

(3) for a use that is not a public use.

(c) This chapter does not apply twenty (20) years after the acquisition of the real property.

Sec. 2. As used in this chapter, "condemnor" means a person

authorized to exercise the power of eminent domain.

Sec. 3. As used in this chapter, "parcel" means the real property that is under common ownership and that the condemning authority is seeking to acquire.

Sec. 4. As used in this chapter, "private person" means a person other than a public agency.

Sec. 5. As used in this chapter, "project area" means the area designated by the condemnor and the legislative body for the condemnor for economic development.

Sec. 6. As used in this chapter, "public agency" means:

(1) a state agency (as defined in IC 4-13-1-1);

(2) a unit (as defined in IC 36-1-2-23);

(3) a body corporate and politic created by state statute;

(4) a school corporation (as defined in IC 20-26-2-4); or

(5) another governmental unit or district with eminent domain powers.

The term does not include a state educational institution (as defined in IC 20-12-0.5-1).

Sec. 7. As used in this chapter, "relocation costs" mean relocation expenses payable in accordance with the federal Uniform Relocation Assistance Act (42 U.S.C. 4601 through 42 U.S.C. 4655).

Sec. 8. Subject to section 11 of this chapter, a condemnor may acquire a parcel of real property by the exercise of eminent domain under this chapter only if all the following conditions are met:

(1) At least one (1) of the following conditions exists on the parcel of real property:

(A) The parcel contains a structure that, because of:

(i) physical condition;

(ii) use; or

(iii) occupancy;

constitutes a public nuisance.

(B) The parcel contains a structure that is unfit for human habitation or use because the structure:

(i) is dilapidated;

(ii) is unsanitary;

(iii) is unsafe;

(iv) is vermin infested; or

(v) does not contain the facilities or equipment required by applicable building codes or housing codes.

(C) The parcel contains a structure that is:

(i) a fire hazard; or

(ii) otherwise dangerous to the safety of persons or property.

(D) The parcel contains a structure that is not fit for its intended use because:

(i) the utilities;

(ii) the sewerage;
(iii) the plumbing;
(iv) the heating; or
(v) any other similar services or facilities;
have been disconnected, destroyed, removed, or rendered ineffective.
(E) The parcel:
(i) is located in a substantially developed neighborhood;
(ii) is vacant or unimproved; and
(iii) because of neglect or lack of maintenance, has become a place for the accumulation of trash, garbage, or other debris or become infested by rodents or other vermin, and the neglect or lack of maintenance has not been corrected by the owner of the parcel within a reasonable time after the owner receives notice of the accumulation or infestation.
(F) The parcel and any improvements on the parcel are the subject of tax delinquencies that exceed the assessed value of the parcel and its improvements.
(G) The parcel poses a threat to public health or safety because the parcel contains environmental contamination.
(H) The parcel has been abandoned.
(2) The acquisition of the parcel of real property through the exercise of eminent domain is expected to accomplish more than only increasing the property tax base of a government entity.
(3) If the owner files a request for mediation at the time the owner files an objection or exception to an eminent domain proceeding, the court shall appoint a mediator not later than ten (10) days after the request for mediation is filed. Mediation must be concluded not later than ninety (90) days after the appointment of the mediator. A condemnor shall engage in good faith mediation with the owner, including the consideration of a reasonable alternative to the exercise of eminent domain. The condemnor shall pay the costs of the mediator.
A determination concerning whether a condition described in this

section has been met is subject to judicial review in an eminent domain proceeding concerning the parcel of real property. If a court determines that an eminent domain proceeding brought under this chapter is unauthorized because the condemnor did not meet the conditions described in this section, the court shall order the condemnor to reimburse the owner for the owner's reasonable attorney's fees that the court finds were necessary to defend the action.
Sec. 9. Notwithstanding IC 32-24-1, a condemnor that acquires a parcel of real property through the exercise of eminent domain under this chapter shall compensate the owner of the parcel as follows:
(1) For agricultural land:
(A) either:
(i) payment to the owner equal to one hundred twenty-five percent (125%) of the fair market value of the parcel as determined under IC 32-24-1; or
(ii) upon the request of the owner and if the owner and condemnor both agree, transfer to the owner of an ownership interest in agricultural land that is equal in acreage to the parcel acquired through the exercise of eminent domain;
(B) payment of any other damages as determined under IC 32-24-1, including a loss incurred in a trade or business that is attributable to the exercise of eminent domain; and
(C) payment of the owner's relocation costs, if any.
(2) For a parcel of real property occupied by the owner as a residence:
(A) payment to the owner equal to one hundred fifty percent (150%) of the fair market value of the parcel as determined under IC 32-24-1;
(B) payment of any other damages as determined under IC 32-24-1, including a loss incurred in a trade or business that is attributable to the exercise of eminent domain; and
(C) payment of the owner's relocation costs, if any.

(3) For a parcel of real property not described in subdivision (1) or (2):

(A) payment to the owner equal to one hundred percent (100%) of the fair market value of the parcel as determined under IC 32-24-1;

(B) payment of any other damages as determined under IC 32-24-1, including a loss incurred in a trade or business

that is attributable to the exercise of eminent domain; and

(C) payment of the owner's relocation costs, if any.

Sec. 10. (a) Not later than forty-five (45) days before a trial involving the issue of compensation, the condemnor shall, and an owner may, file and serve on the other party an offer of settlement. Not more than five (5) days after the date the offer of settlement is served, the party served may respond by filing and serving upon the other party an acceptance or a counter offer of settlement. The offer must state that it is made under this section and specify the amount, exclusive of interest and costs, that the party serving the offer is willing to accept as just compensation and damages for the property sought to be acquired. The offer or counter offer supersedes any other offer previously made under this chapter by the party.

(b) An offer of settlement is considered rejected unless an acceptance in writing is filed and served on the party making the offer before the trial on the issue of the amount of damages begins.

(c) If the offer is rejected, it may not be referred to for any purpose at the trial but may be considered solely for the purpose of awarding costs and litigation expenses under section 10 of this chapter.

(d) This section does not limit or restrict the right of an owner to payment of any amounts authorized by law in addition to damages for the property taken from the owner.

Sec. 10. (a) Except as provided in subsection (b), the condemnor shall pay the costs of the proceedings.

(b) If there is a trial, the additional costs caused by the trial shall be paid as ordered by the court. However, if there is a trial and the amount of damages awarded to the owner by the judgment, exclusive of interest and costs, is greater than the amount specified in the last offer of settlement made by the condemnor under section 9 of this chapter, the court shall require the condemnor to pay the owner's litigation expenses, including reasonable attorney's fees, in an amount that does not exceed twenty-five percent (25%) of the cost of the acquisition.

Sec. 11. (a) Notwithstanding the provisions of section 8, a condemnor may acquire a parcel of real property by the exercise of eminent domain under this chapter only if all of the following conditions are met:

(1) the project area is at least ten (10) acres in size and located in one (1) county;

(2) the parcel is not occupied by the owner as a residence;

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(3) the condemnor or its agents has acquired clear title to ninety percent (90%) of the project area; and

(4) the legislative body for the condemnor must adopt a resolution by a two-thirds (2/3) vote authorizing the condemnor to exercise eminent domain over a particular parcel of land.

(b) A condemnor that acquires a parcel of real property through the exercise of eminent domain under this section shall compensate the owner of the parcel as follows:

(1) payment to the owner equal to one hundred twenty five percent (125%) of the fair market value of the parcel as determined under I.C. 32-24-1;

(2) payment of any other damages as determined under I.C. 32-24-1, including a loss incurred in a trade or business that is attributable to the exercise of eminent domain; and

(3) payment of the owner's relocation costs, if any.

(c) The condemnor may not acquire a parcel of real property through the exercise of eminent domain under this section if the owner can demonstrate by clear and convincing evidence that the present location of the parcel of real property is essential to the viability of the owner's

commercial activity and that the payment or damages and relocation costs cannot adequately compensate the owner of real property.

(d) The court shall award the payment of reasonable attorney fees to the owner in accordance with this chapter.

SOURCE: IC 32-24-7; (06)EH1010.2.19. --> SECTION 19. IC 32-24-7 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]:

Chapter 7. Procedure for Libraries

Sec. 1. This chapter applies to the exercise of eminent domain by a library board (as defined in IC 36-12-1-3). Notwithstanding any other law, a library board may exercise eminent domain only if it complies with this chapter.

Sec. 2. A library board may exercise eminent domain only if one (1) of the following legislative bodies adopts a resolution specifically authorizing the library board to exercise eminent domain over a particular parcel of land for a specific purpose:

(1) If the library district is located entirely within the corporate boundaries of a municipality, the legislative body of the municipality.

(2) If the library district:

(A) is not described by subdivision (1); and

(B) is located entirely within the boundaries of a township;

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the legislative body of the township.

(3) If the library district is not described by subdivision (1) or (2), the legislative body of each county in which the library district is located.

Sec. 3. The resolution described in section 2 of this chapter must specifically describe:

(1) the parcel of land that the library board seeks to acquire by exercising eminent domain;

(2) the purpose for which the parcel of land is to be acquired; and

(3) why the exercise of eminent domain is necessary to accomplish the library board's purpose.

SOURCE: IC 36-7-2-5.5; (06)EH1010.2.20. --> SECTION 20. IC 36-7-2-5.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2006]:

Sec. 5.5. A unit may not require that a lawfully erected sign be removed or altered as a condition of issuing:

(1) a permit;

(2) a license;

(3) a variance; or

(4) any other order concerning land use or development;

unless the owner of the sign is compensated in accordance with IC 32-24 or has waived the right to and receipt of damages in writing.

SOURCE: IC 36-7-14-32.5; (06)EH1010.2.21. --> SECTION 21. IC 36-7-14-32.5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 32.5. (a) The commission may acquire a parcel of real property by the exercise of eminent domain when the real property has all of the following characteristics:

(1) The real property ~~is an unsafe building (as defined in IC 36-7-9-4) and is subject to an order issued under IC 36-7-9-5.~~

~~(2) The owner of the real property has not complied with the order issued under IC 36-7-9-5.~~

~~(3) The real property is not being used as a residence or for a business enterprise.~~

meets at least one (1) of the conditions described in IC 32-24-4.5-7(1).

~~(4)~~ **(2)** The real property is capable of being developed or rehabilitated to provide affordable housing for low or moderate income families or to provide other development that will benefit or serve low or moderate income families.

~~(5)~~ **(3)** The ~~unsafe~~ condition of the real property has a negative impact on the use or value of the

neighboring properties or other

properties in the community.

(b) The commission or the commission's designated hearing examiner shall conduct a public meeting to determine whether a parcel of real property has the characteristics set forth in subsection (a). Each person holding a fee or life estate interest of record in the property must be given notice by first class mail of the time and date of the hearing at least ten (10) days before the hearing and is entitled to present evidence and make arguments at the hearing.

(c) If the commission considers it necessary to acquire real property under this section, the commission shall adopt a resolution setting out the commission's determination to exercise that power and directing the commission's attorney to file a petition in the name of the city on behalf of the department in the circuit or superior court with jurisdiction in the county.

(d) Eminent domain proceedings under this section are governed by IC 32-24.

(e) The commission shall use real property acquired under this section for one (1) of the following purposes:

(1) Sale in an urban homestead program under IC 36-7-17.

(2) Sale to a family whose income is at or below the county's median income for families.

(3) Sale or grant to a neighborhood development corporation with a condition in the granting clause of the deed requiring the nonprofit development corporation to lease or sell the property to a family whose income is at or below the county's median income for families or to cause development that will serve or benefit families whose income is at or below the unit's median income for families.

(4) Any other purpose appropriate under this chapter so long as it will serve or benefit families whose income is at or below the unit's median income for families.

(f) A neighborhood development corporation or nonprofit corporation that receives property under this section must agree to rehabilitate or otherwise develop the property in a manner that is similar to and consistent with the use of the other properties in the area served by the corporation.

SOURCE: IC 36-7-15.1-22.5; (06)EH1010.2.22. --> SECTION 22. IC 36-7-15.1-22.5, AS AMENDED BY P.L.185-2005, SECTION 37, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 22.5. (a) The commission may acquire a parcel of real property by the exercise of eminent domain when the following conditions exist:

(1) The real property ~~is an unsafe premises (as defined in~~

~~IC 36-7-9) and is subject to an order issued under IC 36-7-9 or a notice of violation issued by the county's health and hospital corporation under its powers under IC 16-22-8.~~

~~(2) The real property is not being used as a residence or for a business enterprise.~~

meets at least one (1) of the conditions described in IC 32-24-4.5-7(1).

~~(3)~~ **(2)** The real property is capable of being developed or rehabilitated to provide affordable housing for low or moderate income families or to provide other development that will benefit or serve low or moderate income families.

~~(4)~~ **(3)** The real property suffers from one (1) or more of the conditions listed in IC 36-7-1-3, resulting in a negative impact on the use or value of the neighboring properties or other properties in the community.

(b) The commission or its designated hearing examiner shall conduct a public meeting to determine whether the conditions set forth in subsection (a) exist relative to a parcel of real property. Each person holding a fee or life estate interest of record in the property must be given notice by first class mail of the time and date of the hearing at least ten (10) days before the hearing, and is entitled to present evidence and make arguments at the hearing.

(c) If the commission considers it necessary to acquire real property under this section, it shall adopt a resolution setting out its determination to exercise that power and directing its attorney to file a petition in the name of the city on behalf of the department in the circuit or superior court in the county.

(d) Eminent domain proceedings under this section are governed by IC 32-24.

(e) The commission shall use real property acquired under this section for one (1) of the following purposes:

(1) Sale in an urban homestead program under IC 36-7-17.

(2) Sale to a family whose income is at or below the county's median income for families.

(3) Sale or grant to a neighborhood development corporation or other nonprofit corporation, with a condition in the granting clause of the deed requiring the nonprofit organization to lease or sell the property to a family whose income is at or below the county's median income for families or to cause development that will serve or benefit families whose income is at or below the county's median income for families. However, a nonprofit organization is eligible for a sale or grant under this subdivision only if the county fiscal body has determined that the nonprofit organization meets the criteria established under subsection (f).

(4) Any other purpose appropriate under this chapter so long as it will serve or benefit families whose income is at or below the county's median income for families.

(f) The county fiscal body shall establish criteria for determining the eligibility of neighborhood development corporations and other nonprofit corporations for sales and grants of real property under subsection (e)(3). A neighborhood development corporation or other nonprofit corporation may apply to the county fiscal body for a determination concerning the corporation's compliance with the criteria established under this subsection.

(g) A neighborhood development corporation or nonprofit corporation that receives property under this section must agree to rehabilitate or otherwise develop the property in a manner that is similar to and consistent with the use of the other properties in the area served by the corporation.

SOURCE: ; (06)EH1010.2.23. --> SECTION 23. [EFFECTIVE UPON PASSAGE] **(a) As used in this SECTION, "committee" refers to the interim study committee on eminent domain established by this SECTION.**

(b) There is established the interim study committee on eminent domain. The committee shall study issues related to the exercise of eminent domain.

(c) The committee may meet as often as necessary to carry out its duties under this SECTION.

(d) The committee shall submit a final report of the results of its study to the legislative council before November 1, 2007.

(e) The affirmative votes of a majority of the voting members appointed to the committee are required for the committee to take action on any measure, including final reports.

(f) Except as otherwise specifically provided by this act, the committee shall operate under the rules of the legislative council. All funds necessary to carry out this act shall be paid from appropriations to the legislative council and legislative services agency.

(g) This SECTION expires November 2, 2007.

SOURCE: ; (06)EH1010.2.24. --> SECTION 24. **An emergency is declared for this act.**

LAND MANAGEMENT REPORT

For meeting on Wednesday, May 3, 2006
(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 March 30 – April 26, 2006)

A. **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
      - Current monthly rental is $1568/month
   2. LCRBDC received a letter from Chicago Tower on July 22, 2005 proposing additional lease space for Verizon Wireless
      - They would require an 11' x 15' space for a diesel generator site to provide emergency backup power in the event of a power outage.
      - A letter was sent to Stan Stann on March 10 requesting pertinent data showing the proposal for our review. After receipt, and approval, LCRBDC will draft an addendum to the current License Agreement.

B. **Chase Street Farm Stand**
   1. Building is currently occupied
      A. This will help LCRBDC to avoid vandalism, get heat in the building, and have insurance for an occupied building.
      B. Closure structures and sluice gate drill operators are currently being stored in this building and are readily available for emergency operations during a flood event.

C. LCRBDC received a request from INDOT in early October, 2005 for a permanent easement. This would be approximately a 10' strip south of their right-of-way between Harrison and Broadway.
   1. INDOT contacted LCRBDC on November 30 indicating that their engineering firm will contact us for a review to assure their request will have no impact to our project. (No response as of February 22, 2006).
   2. LCRBDC received a letter from INDOT on March 6 as a follow-up request for real estate for a perpetual easement. The letter explained it is only for "working room".
      - LCRBDC forwarded this letter and real estate drawings to the COE, and copied INDOT Engineering, on March 14.
      - Before issuing the easement, LCRBDC needs assurance our line of protection will not be disturbed. (The actual toe of our levee abuts their south R/W line)
      - LCRBDC also sent an email to INDOT Engineering representatives on March 14 requesting specific information.

3. **LCRBDC received an email response from INDOT's engineering consultant on April 13, 2006 indicating that this portion of construction has been completed and he thought it would only be a temporary easement (Awaiting confirmation this land is not needed).** 1

D. **The current lease agreements for 2006 provide a total income of approximately $74,651. This includes billboards, farming, and a communications tower.** 2

Jim Pokrajac

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Jim Pokrajac" <jpokrajac@nirpc.org>
Sent: Thursday, April 13, 2006 1:43 PM
Subject: Fw: I-65/I-80/94 Coordination meeting

----- Original Message -----
From: Egilmez, Allen
To: Sandy Mordus
Cc: Kicinski, Greg ; Pope, Chris ; Rowe, Mike
Sent: Thursday, April 13, 2006 11:28 AM
Subject: RE: I-65/I-80/94 Coordination meeting

Jim,

I sent an e-mail to INDOT Land Acquisition regarding the perpetual easement and stated that the easement should have been temporary and should not have been perpetual. It was needed for working room only and the Contractor did not need it. The work was accomplished within existing r/w. The project is completed. I have not had a response to date.

I will do some checking into the slopes of the access drives to the levee and get back to you.

Allen

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Thursday, April 13, 2006 12:13 PM
To: Egilmez, Allen
Subject: I-65/I-80/94 Coordination meeting

Allen:

At your April 5th coordination meeting, you and I had a discussion after the meeting regarding several issues as follows:

(1) INDOT submitted a real estate request for a perpetual highway easement south of I-80/94 between Harrison and Broadway in Gary for the purpose of ditch maintenance. As I indicated to you and the representatives from INDOT, I have no problem with the Development Commission entering into an agreement with INDOT, other than I need engineering drawings on what is to be proposed in this area. The toe of the existing levee abuts the south right-of-way line of I-80/94. We cannot have this modified in any way that would affect the integrity of our flood protection system. To date, I have not received a response from either the INDOT Real Estate or Engineering people facilitating this any further. You mentioned that you would check to see if INDOT still needs this access roadway to do maintenance on their ditch. Please let me know if this is still needed, and if so, please provide me the information I requested.

(2) I mentioned to you the possibility of decreasing the slope of the ramps accessing our levees on both Martin Luther King and Georgia Street. When these bridges were raised, no work was done to extend the length of these ramps to maintain the same slope on and off of our levee system. Would you let me know if something can be done, and if so,what needs to be done to facilitate this as part of any upcoming construction by INDOT in this area.

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

James E. Pokrajac, Agent
Engineering/Land Management

CURRENT LEASES – 2006

Lessee	*Lease Agreement*	*Yearly Income*	*Comments*
Chicago Towers (Includes Ameritech)	$1,568 per month	$18,816	• Current lease since July 5, 2000 – July 5, 2005 (Increase every 5 years based on Metro Chicago Consumer Price Index)
3 LAMAR signs			
Sign #1050	$735 per year	$ 735	West side of Grant – ½ mile south of I-80/94
Sign #3475	$3,635 per year	$ 3,635	West of Grant – South of I-80/94
Sign #3480	$3,635 per year	$ 3,635	West of Grant – South of I-80/94
		$ 8,005	
Ed & Tim Bult		$12,131(approx)	• Chase to Grant (Both sides of 35th Avenue) Approx. 100 acres • Chase to Grant (Between the levees) Approx. 130 acres
Gary Dunlap		$ 5,267	• West of Clay Street, North of Burns Ditch • Based on farming 110 acres of the 175 acres
Jerry Ewen		$ 3,432	• North of I-80/94, West of I-65 • Based upon 50 acres of tillable land
View Outdoor Advertising	$27,000 per year (approx)	$27,000 (approx)	• 3 billboards in the area of I-80/94 & west of I-65
	TOTAL INCOME	**$74,651 (approx)**	

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: 5-3-06

LOCATION: 6100 Southport Road CHAIRMAN: Bill Biller

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	Elizabeth Johnson	
2		
3	Bill Petrites	
4		
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9		
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ESTIMATED COST BREAKDOWN TO COMPLETE STAGE V-2 SEGMENT (KENNEDY AVENUE TO NORTHCOTE AVENUE) BY NOVEMBER 2008

	Amount	Purpose	Status	$ Needed
(1)	$623,061	• Burr Street/Gary Cash Participation (Required by IDNR Permit to allow Stage V-2 Construction Letting)	• Claim Draw for funds release sent to State Budget Agency on April 10, 2006	4/06
(2)	$300,000	• Burr Street/Corps Cash Participation (Required by IDNR Permit to allow Stage V-2 Construction Letting)	• Corps of Engineers Letter of Request just transmitted (4/29/06 effective date) - Will necessitate allocation availability of remaining $1,000,000 for use at earliest Budget Committee meeting. - With IDNR concurrence, will prepare letter of request to appear on next Budget Committee agenda	5/06
(3)	Maximum $700,000	• Stage V-2 Real Estate/Easement Acquisition • Total of 37 Easement Acquisitions - 18 easements accepted/closed - 18 easement acquisitions remain to be accepted/closed at an appraised value & professional services to close at $693,222 (est)	• Real Estate Easements must be acquired before Construction Contract for Stage V-2 can be advertised. - Schedule for Acquisition 9/06 - Schedule for Advertisement 2/07 - Ongoing offers and closings will be dependent upon early availability of remaining $1,000,000	4/06 (Ongoing $'s needed to continue)

	Amount	Purpose	Status	$ Needed
(4)	$516,000	• Stage VI Escrow Cash needed to continue Federal construction contracts - Federal Construction - $16,275,609	• Will deplete all available remaining funding at Commission and in State Budget, with a gap of approximately $100,000	6/06 (---------- Fund gap begins)
(5)	$600,000	• Burr Street/Corps 2nd installment needed to complete East Reach Project	• Currently No Funds Available to meet Schedule or allow Award of Contract	10/06
(6)	$1,250,000	• Utilities Relocation/Construction - Current Corps of Engineers estimate of of $1,700,000 based on relocation - Detailed Engineering beginning 5/06 to seek revised "Bridging/Protecting" Design for Utilities - Design/Utilities Concurrence scheduled by 8/06 - Very Preliminary Cost Estimate of Bridging Non-Federal Cost - ±$950,000 - Other small utilities in Stage V-2 - $300,000(est)	• Currently No Funds Available to meet Schedule or allow Award of Contract	2/07
(7)	$1,315,000	• Stage V-2 & VI Escrow Cash payments to complete Construction Contracts - Federal Construction V-2 - $13,699,700	• Currently No Funds Available to meet Schedule or allow Award of Contract	4/07

POLICY IMPLICATIONS SUMMARY

- Commission is currently spending down all funds available in local accounts for project. $700,000 base fund has been reduced to $237,000 currently remaining available. This is committed to the schedule shown.

- Commission is drawing from $1,000,000 from 05/07 State Budget currently allocated. Our records indicate $800,000 remaining ($623,061 claim at Budget Agency now, but not subtracted)

- Remaining $1,000,000 needs to be allocated at earliest Budget Committee meeting possible to meet funds request schedule.

- Available Commission and State Budget 05/07 funds are depleted by 6/06 in this schedule.

- A gap of $3,300,000 exists to meet the schedule and fund commitments shown on this chart to insure an 11/08 construction completion.

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified $350,000 to initiate the construction of the Burr Street Betterment Levee Phase 2. At this time we are only requesting $300,000 so that the COE can award a construction contract in June 2006. As you know the Burr Street Betterment levee is the number 1 priority for construction under the Little Calumet River Flood Protection and Recreation Project Little. The funds requested will have to be in the escrow account before we can advertise the contract. To achieve a June construction contract award the funds will have to be in COE account no later than May 15, 2006.

To complete the construction of the Burr Street Betterment Levee Phase 2, the COE will contribute $1,600,000 in Fiscal Year 07. The Commission will have to provide the necessary funds to required for the completion of this construction. The commission will have to contribute at least an additional $600,000 in FY 07 which starts on October 1, 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Samara
Project Manager

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

April 20, 2006

Planning, Programming and Project
Management Division

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

Dear Mr. Gardner:

In a letter dated September 20, 2005 the COE identified the Local cash contribution required for fiscal years 2006 and 2007. We are now requesting that the Little Calumet River Basin Development Commission provide the local cash contribution for FY 06 in the amount of $516,000. This cash contribution is for the Little Calumet River Flood Protection and Recreation Project and is in accordance with Articles II and VI of the Local Cooperation Agreement (LCA) executed on August 16, 1990. Please deposit the funds into the established escrow account (Number 7500-0244-4747) as specified in Article VI.6.2 of the LCA.

The Requested contribution represent the Commission's obligation to contribution in cash 5 to 7 present of the costs estimated to be incurred (related to structural flood control measures) through the end of the Federal Government's fiscal year ending on September 30, 2006. This funding will be used in FY 2006.

If you have any questions, please contact me at 312-846-5560.

Sincerely Yours,

Imad N. Samara
Project Manager

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

20 September 2005

Planning, Programming and
Project Management Division

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

Dear Mr. Gardner:

This letter will provide the Little Calumet River Flood Control Project funding needs for fiscal years (FY) 2006 and 2007. Enclosure 1 is a table that shows the project funding breakdown (federal and non-federal) for the next two fiscal years. These funding projections are based on continuing the ongoing construction contracts of Stage VI-1 South, VI-1 North, VI-2 and Landscaping Contract 2.

These projections also include the award of Burr Street Betterment Levee Phase II construction contracts. And continue design work on Stages V and VIII. The total local funding (non-federal) cash contributions for FY 2006 and FY 07 are $866,635, $1,315,300 respectively.

I hope the information enclosed will assist you in your effort of obtaining funds from the state for the project. Please let me know if you have any questions, you can call me at 312-846-5560.

Imad N. Samara
Project Manager

Enclosure

LITTLE CALUMET RIVER FLOOD CONTROL AND RECRATION PROJECT

PROJECTED FEDERAL AND NON-FEDRAL FUNDING REQURED FOR FISCAL YEARS 2004, 2005, 2006 and 2007

Enclosure 1

20-Sep-06 CONTRACT	TOTAL CONTRACT COST	FY 05 Fed	10/04-9/05 Non-Fed	Total Per FY	Acquisition Cost Non-Fed	Relocation Cost Non-Fed	FY 06 Fed	10/05-9/06 Non-Fed	Total Per FY	Acquisition Cost Non-Fed	Relocation Cost Non-Fed	FY 07 Fed	10/06-9/07 Non-Fed	Total Per FY	Acquisition Cost Non-Fed	Relocation Cost Non-Fed
Burr Street 2 (Gary)*	$1,400,000							$1,400,000								
Burr Street 2 (LCRBDC)	$2,200,000							$350,000	$0			$1,650,000	$550,000	$2,200,000		
Pump Station 1A	$4,900,000															
North 6th Pump Station																
Stage VI-1 S	$8,733,500	$3,111,250	$163,750	$3,275,000			$2,007,405	$151,095	$2,158,500			$1,209,000	$91,000	$1,300,000		
Stage VI-1 N	$5,567,000	$18,600	$1,400	$20,000			$1,996,710	$150,290	$2,147,000			$3,230,000	$170,000	$3,400,000		
Design/CM/PM Effort		$665,000	$35,000	$700,000			$651,000	$49,000	$700,000			$651,000	$49,000	$700,000		
A/E Contracts	$100,000	$47,500	$2,500	$50,000			$0	$0	$0			$46,500	$3,500	$50,000		
Stage VI-2	$4,208,000	$95,000	$5,000	$100,000			$1,999,500	$150,500	$2,150,000			$1,858,200	$97,800	$1,956,000		
Stage V-3	$2,455,000											$432,250	$22,750	$455,000		
Stage V-2	$9,614,000											$2,850,000	$150,000	$3,000,000		
Stage III Remodation																
Wetland Mitigation*	$1,170,000															
Landscaping 2	$650,000	$19,000	$1,000	$20,000			$299,250	$15,750	$315,000			$251,750	$13,250	$265,000		
Pump Station 2	$2,500,000											$1,953,000	$147,000	$2,100,000		
Wetland Mitigation (Hobart	$1,000,000											$279,000	$21,000	$300,000		
Total		$3,956,350	$208,650	$4,165,000			$6,953,865	$866,635	$7,470,500			$14,410,700	$1,315,300	$15,726,000		

POLICY IMPLICATIONS SUMMARY

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- Remaining $1,000,000 needs to be allocated at earliest Budget Committee meeting possible to meet funds request schedule.
- Available Commission and State Budget 05/07 funds are depleted by 6/06 in this schedule.
- A gap of $3,300,000 exists to meet the schedule and fund commitments shown on this chart to insure an 11/08 construction completion.

STAGE V - PHASE 2 CONSTRUCTION
(Kennedy Ave. to Northcote Ave.)

Contract Amount - $13,699,700
Contract Start - May , 2007
Contract Completion - Oct., 2009 (Entire Contract)

- LEVEE CONSTRUCTION COMPLETED
- LEVEE TO BE CONSTRUCTED
- NIPSCO UTILITY & PIPE LINE CORRIDIOR
- LITTLE CALUMET RIVER / HART DITCH

N

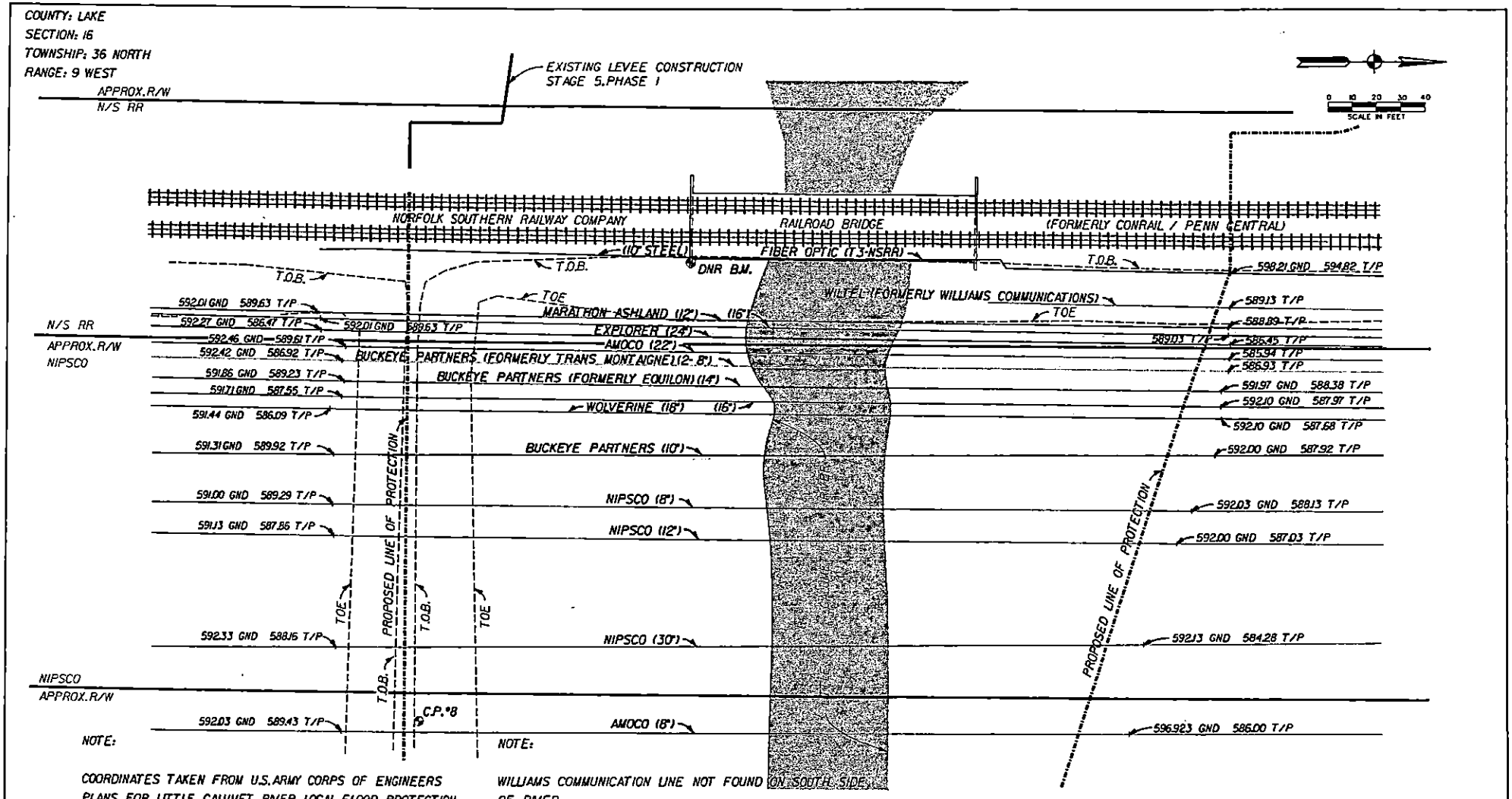
Little Calumet River Basin Development Commission

FEDERAL FLOOD CONTROL CONSTRUCTION CURRENTLY UNDER WAY - $16,275,609 TOTAL CONTRACTS

Stage VI-Phase 1 (South) Kennedy Ave. to Liable Rd., South of the Little Calumet River (Contract $6,503,094 - Completion 12/04/06)

Stage VI-Phase 1 (North) Kennedy Ave. to Cline Ave., North of the Little Calumet River (Contract $5,566,871- Completion 7/21/07)

Stage VI-Phase 2 Liable Rd. to Cline Ave., South of the Little Calumet River (Contract $4,205,644- Completion 2/2/07)



REVISED 9/30/05

LEGEND
×595.43 T/P — TOP OF PIPE ELEVATION
×590.43 GND — GROUND ELEVATION
T.O.B. TOP OF BANK
TOE TOE OF BANK

Little Calumet River Basin Development Commission
8100 Southport Road Portage, Indiana 46368

GARCIA CONSULTING
7511 Indianapolis Boulevard
Hammond, IN 46324
Phone: 219.988.1954
Fax: 219.989.2321
www.garcia-consulting.com

DRAWING FILE: pipelines.dgn
SURVEY BOOK: 00.00/00-00

LITTLE CALUMET RIVER STAGE V
PHASE 2 PIPELINE LOCATIONS

PREPARED FOR:
LITTLE CALUMET RIVER
BASIN DEVELOPMENT COMMISSION

SHEET 1 OF 1
PROJECT LIT13
SCALE 1" = 20'