



# Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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E-mail: [littlecal@nirpc.org](mailto:littlecal@nirpc.org)

~~WILLIAM BILLER, Chairman  
Governor's Appointment~~

~~ROBERT HUFFMAN, Vice Chairman  
Governor's Appointment~~

~~ARLENE COLVIN, Treasurer  
Mayor of Gary's  
Appointment~~

~~DR. MARK RESHKIN, Secretary  
Governor's Appointment~~

~~GEORGE CARLSON  
Mayor of Hammond  
Appointment~~

~~STEVE DAVIS  
Dept. of Natural Resources  
Appointment~~

~~R. KENT GURLEY  
Lake County Commissioners'  
Appointment~~

~~ROBERT MARZALEK  
Governor's Appointment~~

~~JOHN MROCZKOWSKI  
Governor's Appointment~~

~~CHARLIE RAY  
Porter County Commissioners'  
Appointment~~

~~VACANCY  
Governor's Appointment~~

~~DAN GARDNER  
Executive Director~~

~~LOU CASALE  
Attorney~~

*At least  
10 copies of  
agenda  
packed!*

## MEETING NOTICE

*email  
Steve  
Hughes*

THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
AT 6:00 P.M. WEDNESDAY, JULY 5, 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 June 7, 2006

5. Action Required:

Finance:

Approval of claims for June 2006  
Approval of O&M claims for June 2006  
Authorization for View Outdoor Adv. to proceed  
with permitting process for billboard signs

Land Acquisition:

Approval of increased offers, if needed

6. Chairman's Report

- Issues for discussion

*1-7*

*8-9  
10*

*Link  
Shocks +  
multi summer  
Sweater*

*David Simon  
Pete Schuster  
Elgin  
Steve Enger  
Paul Baum  
Karl (1)  
Patties*

*+ L.K. stayed  
for mtg.*

7. Executive Director's Report

- Burr Street – Gary – pre-construction meeting held June 15
- Burr Street – LCRBDC - NSRR complete; ROE to be sent to Corps to allow advertisement
- Initial project coordination meeting for Cabela's development held in Hammond City Engineer's office on June 13

8. Standing Committees

A. Finance Committee – Report by Treasurer Arlene Colvin

- Financial status report
- 7% cost share contribution of \$516,000 placed in escrow account
- Burr Street Little Cal portion - \$300,000 placed in project account to begin Phase II construction
- 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

- View Outdoor authorization to proceed with permitting process
- Received request from LAMAR for easements where existing signs are on LCRBDC property
- Issues for discussion

C. Project Engineering Committee – Committee Chair Bob Huffman

- Corps' response to construction bid process
- Meeting with Committee for the Preservation of Wicker Woods held on 6/19
- Stage V-2 pipeline corridor coordination meeting held June 27

D. Operation & Maintenance – Committee Chair Bob Huffman

- Update on Stage III Remediation pump station agreement & update of the 4 Gary pump stations being turned over To Gary – Ongoing  
    > Immediate need to schedule a meeting with the city of Gary
- Received final levee inspection report on June 22
- Need to schedule an O&M committee meeting?

E. Environmental Committee – Committee Chair Mark Reshkin

- Refer to news article on Blue Heron nesting area in Highland

F. Legislative Committee – Committee Chair George Carlson

G. Recreational Development Committee – Committee Chair Bob Huffman

~~H. Marina Development Committee – Committee Chair Charlie Ray~~

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

take off!

**MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**  
**HELD AT 6:00 P.M. WEDNESDAY, JUNE 7, 2006**  
**6100 SOUTHPORT ROAD**  
**PORTAGE, INDIANA**

In Chairman William Biller's absence, Vice Chairman Robert Huffman called the meeting to order at 6:05 p.m. Eight (8) Commissioners were present. Pledge of Allegiance was recited. The guests were recognized.

**Development Commissioners:**

George Carlson  
Arlene Colvin  
Robert Huffman  
Bob Marszalek  
Steve Davis  
Mark Reshkin  
Kent Gurley  
Charlie Ray

**Visitors:**

Elizabeth Johnson – Congressman's Office  
Bill Petrites – Highland resident  
Mark Lopez – Congressman's Office  
Pete Schroeder – View Outdoor Advertising  
Jim Guelcher – Committee for Preservation of  
Wicker Woods  
Meda Enger - " " "  
Imad Samara – Corps of Engineers

**Staff:**

Dan Gardner  
Jim Pokrajac  
Judy Vamos  
Sandy Mordus  
Lou Casale

A motion to approve the May 3, 2006 minutes was made by Arlene Colvin; motion was seconded by Mark Reshkin; motion passed unanimously.

**Action Required** – Treasurer Arlene Colvin referred to page 4 for the claims. She proceeded to make a motion to approve the claims in the amount of \$141,217.56; motion seconded by Bob Marszalek; motion passed unanimously.

- Ms. Colvin then presented the O&M claims on page 5 for approval in the amount of \$10,299.52. Ms. Colvin made a motion for approval; motion seconded by Steve Davis; motion passed unanimously.

- Ms. Colvin made a motion to close out the existing marina sinking fund which still had \$82.75 and move that money into the administrative account since the marina account was not needed anymore; motion was seconded by Mark Reshkin; motion passed unanimously.

- Mr. Gardner referred to a proposed license agreement given to us by View Outdoor Advertising for approval. After a brief discussion, attorney Casale asked that it be discussed and reviewed at a committee meeting first and then brought back at a later date to the Board members. Pete Schroeder from View Outdoor was present at the meeting to answer any questions. Mr. Casale stated that we would consider the agreement at a committee meeting and get back to VIEW OUTDOOR quickly. Commissioner Mark Reshkin directed staff to write a letter to View to let them know of our intention. Mr. Gardner mentioned this was one of three options of the Commission for additional, much needed, revenue. The other two were wetland conservancy and the 32 acres for wetland banking east of Clay Street.

- Mr. Gardner distributed the proposed agreement with NSRR for the easement needed for Burr Street – LCRBDC. It is in a substantive form with all major areas of concern being approved and that Corps guidelines had been met. Attorney Casale added that he has been working for about six months to get the agreement in a form that is acceptable to the railroad, the Corps, and the Commission. He felt we were finally there. Although there will be a few minor changes (commas, misspellings, etc) all major points were acceptable. He asked for Commission approval tonight to allow the Chairman to sign the agreement once it is in a final form. This is expected within a week and, given the timetable for us to have the real estate for Burr Street Phase II LCRBDC portion, approval is needed before the next Commission meeting so the Corps can advertise this segment. Bob Marszalek proceeded to make a motion accepting

and approving the easement and deed of easement in its substantive form as presented; motion seconded by Mark Reshkin; motion passed unanimously.

**Chairman's Report** - Mr. Gardner referred to the news articles on pages 6-10 regarding the announcement that negotiations between Cabela's and the state have been successful and Cabela's is coming to Hammond. The store is looking toward a late 2007 or early 2008 opening. This means that Stage V-2 (Kennedy to Northcote, both sides of the river) can proceed and allow this segment to be advertised, which would keep us on schedule to complete the construction by the end of 2008. The state has committed up to \$6 million to accomplish this and Cabela's will donate the needed easements to the Commission as part of the negotiations. The ROE for property access to do soil borings will be coordinated by the Corps. When this segment is completed, it will eliminate flood insurance payments for about 1500 homes in Highland and 1900 homes in Hammond. Cabela's is having a team in the area soon to meet with the city, the Corps, and the Commission to identify everything that needs to happen to stay on schedule and move forward. At this point, only the main building will be constructed, with the out buildings following, after the area comes out of the floodplain (when levee construction is completed and FEMA approval is finalized). Mr. Gardner displayed a map showing Cabela's proposed plan. Another good point is that the Commission will save significant expense by not having to secure easements from Tri-State.

- Mr. Gardner reported that a public meeting was held with concerned residents in Hammond at the Morton High School, at the request of Councilman Dan Repay who wants to keep the people in his district informed of the project. Mr. Gardner gave an updated presentation of the project. The Corps also attended the meeting and presented details of the upcoming construction. There were about 60 people in attendance. The LCRBDC has been working with Councilman Repay, and have explored other mechanisms for funding from the city that will help to move the project forward. Concerns were voiced regarding FEMA regulations and how the flood insurance program works.

**Executive Director's Report** - In Chairman Biller's absence, Dan Gardner reported that the State Budget Committee hearing, held on June 2, was very successful. He attended the meeting where a total of \$3 million was allocated. This included the \$1 million remaining from the 05/07 budget and then an additional \$2 million that was rescinded back in the 03/05 budget (\$7 million was appropriated but only \$5 million was received). He referred to the "gap analysis" chart distributed to Board members where it shows that, without help, there is not sufficient funding in place to complete Stage V-2 by November of 2008. And, even when Stage V-2 is completed, that still leaves Stage VII (Northcote to Columbia) and Stage VIII (Columbia to the IL state line) to be completed before the end of December 2009. Survey work has been started to keep on schedule. We need to be working on all stages at one time in order to meet the schedule. There is only one more budget session, 07/09, that we can secure additional state monies. Commission member Kent Gurley asked whether appraisals were completed in Munster. Mr. Gardner stated that the appraiser did a "gross appraisal" where an approximate cost of the total real estate was identified in order that we could share the information of the cost with Munster town officials; individual real estate easement appraisals are currently being done. Commission member Mark Reshkin asked if there was a way staff could develop an "easy-to-read-and-understand" chart so that public officials, as well as private residents, could have a better understanding of the money needed and be able to follow it along as we do complete acquisition and stages.

- Regarding Burr Street Phase 2 Gary portion of construction, Jim Pokrajac attended a meeting on June 2 with the Corps, the city, their engineering consultant, and Superior Construction to discuss the scope of work and schedule. A pre-construction meeting is scheduled for June 15. Deputy Mayor Gerri Tousant requested that Superior report back with the percentage of Gary residents that would be working on the contract (the contract calls for 75%). Superior will contact the sub-contractors and report back to her. It is hoped that construction could begin in July.

- Regarding Burr Street Phase 2 Little Cal portion, project manager Imad Samara stated that he hoped a contract could be awarded in August for this portion of construction. Once the Norfolk Southern railroad agreement is signed, we can give the Corps a right-of entry for this segment.

**Finance Committee** – Treasurer Arlene Colvin stated that the financial status report could be found on pages 14 & 15 in the agenda packet.

**Land Acquisition/Land Management Committee** – Land Acquisition Agent Judy Vamos reported that there were no increased offers on condemnations needed this month. She reported that we were on schedule with Stage V-2. 28 offers have been made to landowners since January. We will be talking with North Township very soon with a request to donate their easements for the project. In Stage VII, the gross appraisal was completed and it was submitted to Munster in order that they may be able to participate with local funds to help expedite project completion. There are about 54 real estate acquisitions in this stage. It was agreed at the Real Estate meeting that we would move forward with location surveys for Stage VIII to identify landowners and needed easements. There are about 90 properties in this stage, most of them being residential. The LCRBDC has offered that we are available for public meetings or for informational private meetings with landowners.

- Regarding land management issues, Jim Pokrajac reported that we received a request letter from ARC Bridges (formerly the Lake County Assoc. for the Retarded) with an interest in obtaining ownership of the property east of their existing facility. We will write them a letter informing them that this is some of the land that we will be turning over to the city as part of the O&M turnover and that they will have to coordinate their request with the city of Gary.
- In regard to the proposed option license agreement from View Outdoor for additional billboards, it has previously been discussed.

**Project Engineering Committee** – Committee Chairman Bob Huffman referred to Jim Pokrajac for a report we received from Lawson Fisher regarding certification of the Griffith levee. Although they did fulfill their contractual obligation for Phase 1, it was primarily information we already knew. Their estimate for a Phase 2 would cost in the range of \$75,000 - \$95,000. Mark Reshkin mentioned that the Corps had previously agreed to help us. Imad Samara said he would have the Corps look at it, but Lawson Fisher needed to provide additional information.

• Jim Pokrajac referred to the response letter from the Corps on pages 7-9 of the engineering report that addressed the issues in V-2 concerning to the "Committee for the Preservation of Wicker Woods", the area west of Hart Ditch in Munster. Imad stated he would like to set up a meeting with these Munster residents to discuss the Corps design. Mr. Gardner added that we have tried to be as accommodating with design as the project will allow us to be. There are some federal guidelines that must be followed. Some options would not be a federal cost but could be added as a local cost. We staked out the toe of the levee west of Hart Ditch, and with Cabela's agreeing to have the recreational trail on the north side of the river, the trail would be able to be removed from the south side of the river adjacent to Hawthorne Drive. Also, we can talk to the town and township about the replanting/landscaping that could be done after levee completion. Mr. Gardner went on to say that he thinks common goals can be achieved by working together.

- Jim Pokrajac reported that he has a meeting scheduled for June 27 with the Corps and the pipeline companies that have pipelines in the Stage V-2 corridor. They all have the current design drawings and the intent of the meeting is to discuss their concerns and try to finalize that section of design. There are 14 different pipelines and 8 different pipeline companies.
- Mr. Huffman passed around some pictures he had taken of the ongoing levee and sheet pile construction.

**Operation & Maintenance Committee** – Committee Chairman Bob Huffman reported that a levee inspection was held with the Corps, Gary personnel, and the Commission on April 25-27. We did receive a summary from the Corps of the levee inspections. No structural problems were found; minor corrections needed.

- Jim Pokrajac added that a sand bag closure exercise was also held on May 10 at Northcote bridge in Munster. Jeff Miller from Lake County Emergency Management, is the coordinator for emergency response. Each community is responsible for their emergency response plan within their respective community and we are responsible to get that information for the Corps. We also need to establish new points of contact.

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- Mr. Pokrajac also stated that we need a coordination meeting with Gary officials very soon to resolve the issue of the pump station O&M turnover. Legals of the pump station areas have been given to the LCRBDC attorney to pursue an agreement for O&M. A meeting would be pursued with the city officials and storm water district.
- Mr. Pokrajac referred to an updated list of approved contractors that can do work for the Commission. He added that anyone can submit their qualifications for review and approval.

**Environmental Committee** – Mr. Reshkin referred to Mr. Gardner for an update of the blue heron nesting area in Highland near the levee construction. Mr. Gardner reported that a field investigation by an U.S. Fish & Wildlife expert was done and the construction appears to not have impacted the nests. There are about 100 nests. It was determined that the contractor can proceed. Most of the levee construction is already done. It appears that a “viewing area” of the blue heron nests is being considered by the town. They’ve requested a map showing exactly what property we own. Mr. Gardner will attend the next town council meeting.

**Legislative Committee** – Committee Chairman George Carlson referred to page 19 in the agenda packet where the news article states that \$15.5 million in funding was secured for the project. The Congressman has secured over \$120.7 million in Federal funds for the Little Calumet River project.

- Mr. Carlson had a discussion on the way the Corps advertises their contracts and how the number of days to complete are arrived upon. He felt that there was a lot of wasted time and that the contracts should call for a shorter period of time for completion. A lengthy discussion ensued.

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

**Recreation Committee** – Committee Chairman Bob Huffman stated that he has submitted a modified plan for trail realignment on the Cabela’s property and adjacent facilities. that he feels would reduce costs. He will work with staff.

**Marina Committee** – Committee Chairman Charlie Ray had no report and suggested this committee be taken off of the agenda since it is no longer needed.

**Other Issues/New Business** – Commissioner Bob Marszalek referred to the news article on page 10 in the agenda packet where it states about \$1,000 a year, on average, would be saved by individual residents on flood insurance premiums once they come out of the floodplain. He asked how many households would qualify. Mr. Gardner stated that a survey of the entire floodplain would result in about 8,800 structures that are currently in the floodplain. There are about 1,900 homes in Hammond in the Cline to Northcote segment; and about over 1,500 structures in Highland.

**Statements from the Floor -** Mr. Jim Guelcher, a Munster resident on the Committee for Preservation of Wicker Woods, submitted a response letter to the Corps letter dated May 2, and asked that it be entered into the minutes (attached hereto as Attach 1). The Committee still has a concern about the design of the levee in Stage V-2 and asked the Corps to look at alternate designs. They want to work with us to come to a better solution.

There being no further business, the next meeting was scheduled for 6:00 p.m. Wednesday, July 5, 2006

June 4, 2006

Dan Gardner  
Executive Director  
Little Calumet River Basin Development Commission

RE: Response to Letter dated May 2, 2006 to Dan Gardner from Imad Samara, Project Manager, USACE – Chicago District

Dear Mr. Gardner,

Thank you for the copy of the above referenced letter.

After meeting with a few of our committee members on Sunday June 4, 2006, we hereby provide the BCOE and LCRBDC with the following comments, questions and requests.

Generally, we found the letter late, inadequate and in some places factually incorrect. Nevertheless, we hope to resolve this issue to the mutual satisfaction of all concerned parties.

My letter sent to you was dated **October 25, 2005**. The response to my letter from Imad Samara is dated **May 2, 2006** --- fully six months after my letter was submitted to the LCRBDC. In the monthly public meeting of March 1, 2006 Imad Samara promised a timely response to my letter so that our Committee could be prepared for the BCOE review in June 2006. Frankly the timing of the release of this letter, just weeks before the BCOE, smacks of insincerity and brinksmanship.

**Factual errors found in the letter and drawing are as follows:**

Paragraph 1, line 3: "north of South River Road"

Correction: My letter pertained to both north of South River Road and East of Hawthorne Drive.

Paragraph 2, line 4: "several old growth cotton wood trees"

Correction: There are actually over 200 mature trees, primarily elms, hawthorns, and cottonwoods, with a diameter of greater than 12". These are just the trees on the flat section of the area of concern. There are an equal number of trees existing in the present berm and along the ditch and riverbeds.

Paragraph 2, line 5: "mowed by the owner, North Township"

Correction: The Town of Munster mows the area.

Paragraph 3, line 2: "The primary advantage would be a reduced foot print."

Corrections: The primary advantages are (1) preserving the aesthetics (2) preserving the ecological environment, (3) preserving recreational opportunities for the citizens, (4) preserving the historical features, and (5) preventing diminution of real estate values.

5- Attach. 1

Paragraph 4, line 2: "situated relatively deep in their lots"

Correction: All lots are built according to Munster building codes, 40 foot off the lot line. "Relatively deep" is ambiguous, slanted terminology that benefits the Corps in it's assertion, smacks of bias, and calls into question the objectivity of the (as yet unnamed) appraiser obtained by the Corps.

Paragraph 4, lines 3, 4 and Paragraph 5, all lines: "slightly beyond the existing toe of the levee"

Correction: While the author notes the minimal extension of the toe of the proposed levee east of Hawthorne Drive, he omits any mention of the green space north of River Road where the toe of the proposed levee will be more than half way out over the existing flat area --- almost 25 feet from the street curb from its current 75 to 100 feet from the street curb.

Drawing, Ref # C-00, Wicker Woods Alternatives, Attachment 2:

The stretch of the road from Fairway Ave, north to the bend of the road is incorrectly labeled "River Road." It should be labeled "Hawthorne Drive".

#### **Inadequacies:**

A review of the three options on the drawing indicates inconsistencies.

**Example #1:** The proposed sheet pile has a linear length of approximately 900 feet, 16 foot depth, and estimated area of 21,124 square feet. This would indicate an average height of 8 feet.

2. [The proposed berm has a 10-foot service road on top, an average height of 8 feet and a 2.5:1 slope. These parameters give a cross section of the berm equal to 240 square feet. For a berm 900 feet long with a cross sectional area of 240 feet the volume of impervious fill would be 8,000 CY not the stated volume of 3,467.74 CY. This corrected volume for fill would more than double the cost of the originally proposed berm as noted on the drawing.

**Example #2:** Option 2 and Option 3 both use steel pile to tie into the existing pump station and proposed flow control structure. However, the drawings show the two sheet pile walls terminating at different termini approximately 100 feet apart. Why?

**Example #3:** Sheet pile embedment is 16 feet, roughly 2-foot depth for 1-foot height. As the berm is located in a no wake retention area and is driven into an existing earthen berm, 2:1, depth: height ratio seems a bit excessive.

#### **Disagreements with COE stated Opinions:**

The Committee totally disagrees with opinions stated by the COE in paragraphs 6, 7, & 8

The Committee disagrees with all of the cost estimates for reasons of factual errors or omissions of values.

The Committee disagrees with the stated Recommendations.

**Requests by the Committee to the LCRBDC:**

The Committee is requesting copies of the real estate appraisal performed by the COE real estate appraiser as mentioned and referred to in Paragraphs 4, 5, 6 and 7.

The Committee is requesting “USACE-Bid abstracts from Other Little Calumet Projects and USACE guidelines” as referenced and used in the table of the summary of primary differences on page one of the referenced May 2, 2006 letter.

The Committee is requesting copies of the engineering and cost estimating calculation sheets as used to determine the quantities and costs as noted on the drawing: Sheet Reference Number: C-00, “Little Calumet River, Indiana Local Flood Protection Stage 5 Phase2, Wicker Woods Alternatives Attachment 2”.

Would the LCRBDC be willing to provide these requested documents to the Committee, without the Committee filing a Freedom of Information Act” request?

**Reason for Hope for Mutually Satisfactory Resolution:**

The Committee strongly supports the reconstruction of the flood protection berm along Hart Ditch and the Little Calumet River along Hawthorne Drive and South River Drive. We have endeavored for more than three years to work in a cooperative, open and nonconfrontational manner to achieve a reconstructed berm that meets both the required flood protection and the needed preservation of Wicker Woods.

It is encouraging that even using the flawed designs and cost estimates as recorded in the May 2, 2006, we appear to be AT THE WORSE only \$400,000, (0.2% of the total estimated cost of \$250,000,000 and only 1,000 feet of a multi-mile berm), apart on construction costs for the proposed and the desired alternative berms.

I’m certain that a more stringent evaluation would prove this \$400,000 difference to be much less. The Committee strongly desires to continue our cooperative, open and nonconfrontational workings with the LCRBDC. It is the Committee’s hope that the LCRBDC can go back to the ACE and have them refined their design and estimate.

Thank you for your consideration.

Sincerely,  
  
Steve Enger

The Committee to Preserve Wicker Woods

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

**MONTHLY BUDGET REPORT, JUNE 2006**

	2006							ALLOCATED	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	BUDGETED
5801 PER DIEM EXPENSES	10,000.00	0.00	0.00	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	283.33	283.33	1,699.98	6,800.02
5812 NIRPC SERVICES	130,000.00	11,315.41	11,937.77	12,034.56	12,230.77	11,943.74	11,654.87	71,117.12	58,882.88
5821 TRAVEL/MILEAGE	10,000.00	14.40	32.60	20.80	47.20	31.60	39.60	186.20	9,813.80
5822 PRINTING/ADVERTISING	2,500.00	0.00	0.00	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	0.00	0.00	6,483.20	1,516.80
5824 TELEPHONE EXPENSES	5,000.00	418.14	452.56	1,104.19	112.49	895.83	471.70	3,454.91	1,545.09
5825 MEETING EXPENSES	6,000.00	36.00	0.00	104.95	34.24	0.00	72.90	248.09	5,751.91
5840 PROFESSIONAL SERVICES	600,000.00	66,612.24	49,432.37	54,487.56	76,775.39	76,993.17	37,691.33	361,992.06	238,007.94
5860 PROJECT LAND PURCHASE EXP.	836,498.00	20,123.94	15,335.50	24,622.28	14,155.00	59.52	54,050.00	128,346.24	708,151.76
5882 UTILITY RELOCATION EXP.	100,000.00	1,708.00	0.00	138.04	5,983.14	51,010.37	3,631.87	62,471.42	37,528.58
5883 PROJECT LAND CAP. IMPROV.	2,500.00	0.00	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		0.00	2,500.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>866,635.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>866,635.00</b>
	<b>2,588,133.00</b>	<b>100,588.46</b>	<b>77,474.13</b>	<b>92,795.71</b>	<b>116,027.76</b>	<b>141,217.56</b>	<b>107,895.60</b>	<b>635,999.22</b>	<b>1,952,133.78</b>

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	2006							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
5801 PER DIEM EXPENSES	10,000.00							0.00	10,000.00
5811 LEGAL EXPENSES	8,500.00							1,699.98	6,800.02
5812 NIRPC SERVICES	130,000.00							71,117.12	58,882.88
5821 TRAVEL/MILEAGE	10,000.00							186.20	9,813.80
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							3,454.91	1,545.09
5825 MEETING EXPENSES	6,000.00							248.09	5,751.91
5840 PROFESSIONAL SERVICES	600,000.00							361,992.06	238,007.94
5860 PROJECT LAND PURCHASE EXP.	836,498.00							128,346.24	708,151.76
5882 UTILITY RELOCATION EXP.	100,000.00							62,471.42	37,528.58
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
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>866,635.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>866,635.00</b>
	<b>2,588,133.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>635,999.22</b>	<b>1,952,133.78</b>

**CLAIMS PAYABLE FOR JUNE 2006**

<b>ACCT</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>EXPLANATION OF CLAIM</b>
5811	CASALE ,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER THROUGH 6/22/06
5812	NIRPC	11,609.86	SERVICES PERFORMED MAY 2006
5812	BOB HUFFMAN	8.00	REIMBURSEMENT FOR PHOTOGRAPHS OF PROJECT CONSTRUCTION
5812	UNITED PARCEL SERVICE	17.17	OVERNIGHT MAIL
5812	UNITED PARCEL SERVICE	19.84	OVERNIGHT MAIL
5821	SANDY MORDUS	23.60	MILEAGE FOR JUNE 2006
5821	JAMES E POKRAJAC	16.00	REIMBURSEMENT FOR EXPENSES RE: 5/8/06 MEETING IN CHICAGO
5824	AT & T	347.09	BILLING PERIOD 5/14/06-6/13/06 TOTAL BILL 367.85 KRBC 20.76
5824	VERIZON NORTH	124.61	BILLING PERIOD 6/16/06-7/16/06 TOTAL BILL 238.17 KRBC 112.36
5825	JIMMY JOHNS	72.90	EXPENSES INCURRED RE: MEETING 6/12/06 TO DISCUSS REAL ESTATE ACQUISITIONS/ENGINEERING ISSUES
5841	HERITAGE APPRAISAL SERVICE	1,250.00	APPRAISAL FOR DC-813
5841	HERITAGE APPRAISAL SERVICE	950.00	APPRAISAL FOR DNR 4
5841	HERITAGE APPRAISAL SERVICE	750.00	APPRAISAL FOR DC-1049A
5842	GARCIA CONSULTING	1,595.00	PROFESSIONAL SERVICES RE: NIPSCO PIPELINE RELOCATIONS
5842	GARCIA CONSULTING	2,415.00	PROFESSIONAL SERVICES RE: DC-1137
5842	GARCIA CONSULTING	932.50	PROFESSIONAL SERVICES RE: DC-1136
5842	GARCIA CONSULTING	550.00	PROFESSIONAL SERVICES RE: DC-1186
5842	GARCIA CONSULTING	1,447.50	PROFESSIONAL SERVICES RE: DC-1186 EASEMENTS
5842	GARCIA CONSULTING	247.50	PROFESSIONAL SERVICES RE: DC-1172
5842	GARCIA CONSULTING	55.00	PROFESSIONAL SERVICES RE: DC-1207
5843	STEWART TITLE SERVICES OF NORTHWEST	445.00	TITLE WORK FOR DC-1171
5844	JAMES E POKRAJAC	280.00	MAY MILEAGE
5844	JAMES E POKRAJAC	5,598.05	ENGINEERING SERVICES 5/15/06-5/31/06
5844	JAMES E POKRAJAC	3,967.55	ENGINEERING SERVICES 6/1/06-6/15/06
5844	JUDITH VAMOS	3,085.05	LAND ACQUISITION AGENT SERVICES 5/16/06-5/30/06
5844	JUDITH VAMOS	3,576.30	LAND ACQUISITION AGENT SERVICES 6/1/06-6/15/06
5844	G. LORRAINE KRAY	1,141.38	CREDITING TECHNICIAN & LAND ACQUISITION ASSISTANT 5/16/06-5/30/06
5844	G. LORRAINE KRAY	992.50	CREDITING TECHNICIAN & LAND ACQUISITION ASSISTANT 6/1/06-6/15/06
5844	SANDY MORDUS	275.00	CREDITING TECHNICIAN SERVICES 5/16/06-5/30/06
5844	SANDY MORDUS	62.50	CREDITING TECHNICIAN SERVICES 6/1/06-6/15/06
5847	DLZ	982.50	PROFESSIONAL SERVICES RE: SV-II
5849	CASALE.WOODWARD & BULS LLP	7,093.00	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 6/22/06
5861	J & A ENTERPRISES	33,350.00	PURCHASE PRICE OF DC-1104
5861	NORFOLK SOUTHERN	20,700.00	PURCHASE PRICE OF DC-598
5882	NIES	3,631.87	UTILITY LOCATE ASSISTANCE SV-II

**TOTAL                      107,895.60**

**APPROVAL TO PAY THE FOLLOWING INVOICES  
FROM O&M FUND  
July 5, 2006**

- 
- \$20.07 to NIPSCO for costs incurred for elec. & gas at 3120 Gerry Street in Gary
  - \$13.80 to R. W. Armstrong Company for O&M issues and meeting attendance
  - \$175.53 to R. W. Armstrong for pump station remediation services & checklist coordination for period ending May 12, 2006
  - \$925.00 to Garcia Consulting for Burr St. Pump Station easement layout – add'l services
  - \$635.00 to Garcia Consulting for Broadway Pump Station easement layout – add'l services
  - \$612.50 to Garcia Consulting for Grant St. Pump Station easement layout – add'l services
  - \$977.50 to Garcia Consulting for Ironwood Pump Station easement layout – add'l services
  - \$1,060.00 to Garcia Consulting for NIPSCO easements – Colfax to Burr

**TOTAL \$ 4,419.40**

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**Balance in O&M account after paying these invoices will be \$44,583.77**

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
FINANCIAL STATEMENT  
JANUARY 1, 2006 - MAY 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
	<hr/>
	798,423.69

RECEIPTS - JANUARY 1, 2006 - MAY 31, 2006

LEASE RENTS	17,655.90
LEL MONIES (SAVINGS)	
INTEREST INCOME (FROM CHECKING)	548.34
LAND ACQUISITION	430,331.64
ESCROW ACCOUNT INTEREST	1,994.74
MISC. RECEIPTS	10,000.00
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	385.09
TRANSFERRED FROM SAVINGS	337,621.73
PROCEEDS FROM VOIDED CHECKS	
TOTAL RECEIPTS	798,537.44

DISBURSEMENTS - JANUARY 1, 2006 - MAY 31, 2006

ADMINISTRATIVE	
2004 EXPENSES PAID IN 2005	120,614.81
PER DIEM	2,850.00
LEGAL SERVICES	1,416.65
NIRPC	58,819.01
TRAVEL & MILEAGE	577.40
PRINTING & ADVERTISING	
BONDS & INSURANCE	6,483.20
TELEPHONE EXPENSE	3,221.50
MEETING EXPENSE	292.45
LAND ACQUISITION	
LEGAL SERVICES	37,910.18
APPRAISAL SERVICES	86,300.00
ENGINEERING SERVICES	56,775.24
LAND PURCHASE CONTRACTUAL	23,519.00
FACILITIES/PROJECT MAINTENANCE SERVICES	
OPERATIONS SERVICES	482.70
LAND MANAGEMENT SERVICES	88,933.64
SURVEYING SERVICES	65,086.50
MISCELLANEOUS EXPENSES	
ECONOMIC/MARKETING SOURCES	
PROPERTY & STRUCTURE COSTS	45,949.72
MOVING ALLOCATION	
TAXES	
PROPERTY & STRUCTURES INSURANCE	
UTILITY RELOCATION SERVICES	8,099.18
LAND CAPITAL IMPROVEMENT	
STRUCTURAL CAPITAL IMPROVEMENTS	
BANK CHARGES MERCANTILE	25.80
PASS THROUGH FOR SAVINGS	123,189.71
PAYBACK TO SAVINGS	133,629.90
TOTAL DISBURSEMENTS	743,561.78

CASH POSITION - MAY 31, 2006

CHECKING ACCOUNT	
LAND ACQUISITION	177,044.29
GENERAL FUND	43,381.29
TAX FUND	
TOTAL FUNDS IN CHECKING ACCOUNT	220,425.58

BANK ONE SAVINGS ACCOUNT BALANCE	434,251.86
(LAND ACQ IN HOUSE PROJECT FUNDS)	287,818.45
(O & M MONIES)	**136,867.84

\*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	9,565.57
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BANK ONE SAVINGS ACCOUNT	625,557.39
BURR ST PHASE II GARY	623,061.00
INTEREST	2,496.39
TOTAL SAVINGS	1,059,809.25
ESCROW ACCOUNT INTEREST AVAILABLE	2,479.35
	<hr/>

TOTAL OF ALL ACCOUNTS 1,282,714.18

## RESIDENTS UNSWAYED ON PROJECT

### Group wants to avoid damage to park

BY MELISSA BATKA  
Times Correspondent

**MUNSTER** | Like the waters of a flood, nothing can stop the U.S. Army Corp. of Engineers from building a levee along the Little Calumet River on the northeast end of Munster. But with a lot of determination, a small group of

residents from the Wicker Park Estates subdivision hopes to hold the corp accountable for preserving the natural landscape of the neighborhood.

The group, headed by Steve Enger, has been meeting for the last three years. In the earlier stages, members of the group

See PROJECT, A7

Continued from A3

wanted to completely do away with the levee project, which is being constructed to protect the area from flooding. Once the land is no longer at high risk for flooding, residents will not be required to pay flood insurance.

The residents understand the importance of the levee. So, they began to draw from the skills of their members, many of whom are engineers, to develop an alternative plan that could protect as much of the wooded park area as possible.

According to the corps, it would cost \$400,000 more to comply with the residents' proposal than it would for them to proceed with the project as they had originally intended. The corps also has assured residents they will do their best to preserve as much of the land-

scape as possible.

But Enger is not convinced.

After visiting other towns in the area where a levee has been constructed, he believes the same fate of complete demolition awaits the neighborhood's wooded park. Furthermore, the group feels the estimate given to them by the corps is inaccurate, and members hope to prove it to them at a meeting later this week.

### Site is for the birds, Highland agrees

BY CHARLES F. HABER  
Times Correspondent

**HIGHLAND** | The Town Council believes special protection is needed for residents of a new-found residential development - a rookery with 110 great blue heron nests and 65 other species of birds. Hundreds of dead trees rise from 2 feet of standing water and

the rookery is nestled at the tops of these trees in a wetland that used to be the town dump.

Wildlife enthusiasts have known about the rookery, but town officials only recently saw this microcosm of nature for themselves. It lies west of Cline Avenue and north of LaPorte Avenue.

See ROOKERY, A7

Continued from A3

"If it wasn't for you pointing this out I'd have never known," council President Joseph Wszolek, R-4th, told Carolyn Marsh as she spoke to the council recently.

Marsh, of the Sand Ridge Audubon Society, said the presence of the birds is threatened by construction noise from the Little Calumet River levee project.

The rookery was exposed as the levee work removed some of the trees that kept it hidden, Marsh said. Eggs were laid in March and now are being incubated. But the construction noise is very stressful to the heron, she said.

"I come to you to save the area as a nature area," Marsh told the council.

Also on hand was Dan Gardner, executive director of the Little Calumet River Basin Development Commission. "I think our goals are very compatible," he said.

Gardner said the heavy levee work in this section is complete and only minor surfacing remains. He expressed a will-

ingness to receive advice on how to protect the wildlife.

Wszolek called the rookery a "diamond in the rough," and said it must be determined if a bike path, planned for the levee top, would be harmful to the birds.

He called for a meeting among town officials, the Indiana Department of Natural Resources and the U.S. Army Corps of Engineers on how to protect the rookery.

"I find it ironic that, while we have been trying to create amenities ourselves that will attract tourism to Highland, nature has already partnered with us to accomplish this goal in the form of the blue heron nesting site," Wszolek said.

• STEVE ENGER ARTICLE

• STAGE II-2 (WEST OF HART  
DITCH/EAST OF NORTHCOTE

• BLUE HERON ROOKERY

• STAGE II-2 (EAST OF  
LIABLE ROAD/S. OF RIVER)

## **LAND ACQUISITION REPORT**

**For meeting on Wednesday, July 5, 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 May 31 – June 28, 2006)***

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### **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)
  - We have 14 flowage acquisitions remaining in the East Reach and are completing waiver valuations (appraisals with land values less than \$10,000) on each for acquisition.
2. **The appraisal for the "WLTH" Radio Tower has been approved. We will make the offer, but expect a condemnation since the landowner is convinced for flood control project is adversely affecting his property.**

### **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-Phase 2) Kennedy Avenue to Northcote, both North and South levees**

1. Twenty-eight offers (37 acquisitions) have been made to landowners since 1/4/06. Seventeen have been accepted: one condemnation; seven in negotiations: four may not be needed (no offer sent yet). Tri-State Coach is one that may be eliminated.
2. The Wicker Park appraisal has been submitted and approved. We have been discussing a donation with the North Township trustee.
  - Mr. Gardner will make a presentation to North Township to request a donation
  - Cabela's has agreed to move the levee onto their property; therefore, eliminating an extensive take on Wicker Park property.
  - **The re-survey and modified legals were completed on June 30, and the new appraisal process can begin.**
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)
  - **NIPSCO has the easement agreements, and upon final approval of their engineering review, they will sign off.**
4. The Army Corps requested LCRBDC to get soil borings for Stage V-2 on Cabela's, North Township, and WHITECO properties.
  - **The right-of-entry for survey and exploration was approved and signed by Cabela's on June 9, 2006. This was forwarded to the Corps on June 14 to initiate this portion of their contract.**

1-2

COARSE?

- A meeting was held with the golf course superintendent for Wicker Park in May to discuss additional soil borings on the golf course to determine if we could use their clay in this portion of construction.
  - Corps sent an email on June 15 saying they could not expand their contract scope for borings. They think previous borings in this area would allow them to make educated assumptions.
  - A letter was sent to North Township on June 20, along with the request for right-of-entry and the three soil boring locations west of Hart Ditch near Northcote.
- 3  
4

**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. Construction is continuing on this segment.

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

1. Construction is continuing on this segment.

**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, **fourteen appraisals**, on the north side of the river, have been completed and were delivered to the reviewer on 4/12/06.
  - **37 appraisals on the south side of the river will be completed by mid-August.**
2. The gross appraisal to determine estimated land values on Munster acquisitions was completed on 4/28/06. It was submitted to Munster on 5/19/06. Munster may hopefully be able to help with local contribution monies. Monies will be used to pay landowners for their easements.
3. **The new Indiana state law on land acquisition requires that the appraisal be sent along with the offer to the landowner.**

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

1. It was agreed at the 5/25/06 Real Estate meeting to "keep going forward on Stage VIII". We have preliminary real estate drawings and will order location surveys to identify landowners and improvements.
2. **Surveys have been ordered by June 16. Additional companies have been added to expedite the completion time.**

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

1. **Engineering, contract, or technical information may be referred to in the monthly Engineering Report.**
  2. Received a request from Superior Construction (contractor to do work) on May 12, 2006 to obtain an access roadway easement along the NIPSCO right-of-way from Colfax to Burr.
    - **Agreement sent to NIPSCO with request for signatures on June 16.**
- 5

**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 real estate.
  - The Corps and railroad have some conflict over wording in the easement agreement and construction agreement. Several “summit” conference calls have resulted in an agreement that is mostly acceptable to all parties. LCRBDC will review the agreement at the June 7, 2006 Board meeting.
2. **The easement agreement with the Norfolk Southern RR was finally signed on June 21, 2006 and recorded on June 29, 2006.**

**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.
3. **The location survey has to show the buildings removed from the flowage easement since the flowage easement language states that “no structures can be maintained in a flowage easement”. The Corps does not want to change flowage easement language. It was decided at the monthly Corps/LCRBDC Real Estate meeting on June 27, 2006 to proceed with the new location survey. Then have the appraiser insert a letter in the appraisal citing the revised legal description. The appraised land value does not change. The offer can then be made.**

**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. The cash contribution is now calculated at 7%.
3. **The Detroit Corps has approved \$355,645 for land acquisition credits. Chicago Corps still must approve the amount. Still pending is \$133,278 in Detroit.**

**GENERAL INFORMATION:**

1. We continue to supply information to the Congressman’s Office as requested.(Ongoing)
2. **It was agreed at the monthly Corps/LCRBDC Real Estate meeting to call residential landowners in Stage V and ask if they are in favor of a fence on the levee trail. Corps will provide if landowners request.**

**DEPARTMENT OF THE ARMY**  
**Right-of-Entry for Survey and Exploration**

**(Project)**

Little Calumet River  
Levee Project

**(Property Identification)**

Cabela property, formerly Woodmar  
Country Club

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, its representatives and contractors, hereinafter called the "Government", a Right-of-Entry upon the following terms and conditions:


1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of sixty (60) days from date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.
2. The Right-of-Entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the investigation is complete. The Government acknowledges and agrees that owner shall not be liable for any loss or damage to any tools, equipment or property of the Government occurring on Owner's property.
4. If any action of the Government's employees or agents in the exercise of the right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.
5. The land affected by this Right-of-Entry is located in the State of Indiana, County of Lake, and is described by Exhibit "A," which is attached and made a permanent part thereof.

6. The Government agrees to conduct its investigation and exercise its Right of Entry in such a manner as to not unreasonably interfere with Owner's work or activities on the property.

WITNESS MY HAND AND SEAL this 9 day of June 2006.

CABELA'S, INC.

By:

  
(Signature)

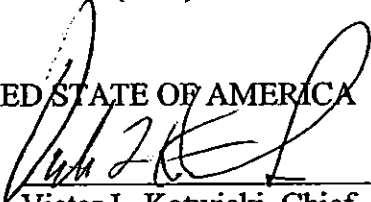
Michael Callahan  
(Printed Name)

Sr. VP  
(Title)

REVIEWED/APPROVED  
CABELA'S LEGAL DEPT. *HA*

UNITED STATE OF AMERICA

By:

  
Victor L. Kotwicki, Chief

Real Estate Division

U. S. Army Corps of Engineers

Detroit District

**Sandy Mordus**

---

**From:** "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>  
**To:** "Sandy Mordus" <smordus@nirpc.org>  
**Cc:** "Groboski, John A LRC" <John.A.Groboski@lrc02.usace.army.mil>; "Gregg Heinzman" <glh@garcia.com>; <dgardner@nirpc.org>  
**Sent:** Thursday, June 15, 2006 10:31 AM  
**Subject:** RE: North Township Wicker Park Soil Borings

Jim,

We have already received a contractor proposal and forwarded a recommendation to our Contracting Officer to award the contract without the requested boring. Attempting to add work at this point will require a revised cost proposal and negotiations and will delay the award and completion of the plans and specifications. There should be enough borings in the vicinity to make educated assumptions about the soil conditions in Wicker Park at the locations of the proposed ponds. This will be included in the geotechnical report that is being done for Stage V-2. We can also provide copies of the boring logs to Garcia Consulting when they are complete.

Imad N Samara  
 Project Manager  
 U S Army, Corps of Engineers  
 111 N Canal Street  
 Chicago IL, 60606  
 (W) 312.846.5560  
 (Cell) 312.375.9254

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**From:** Sandy Mordus [mailto:smordus@nirpc.org]  
**Sent:** Wednesday, June 14, 2006 3:12 PM  
**To:** Samara, Imad LRC  
**Cc:** Kotwicki, Victor L LRE; Hughes, Steven J LRC; Groboski, John A LRC; Gregg Heinzman; dgardner@nirpc.org  
**Subject:** North Township Wicker Park Soil Borings

Imad:

As we discussed on June 13, I am in the process of finalizing the soil boring locations on North Township property. Your original request from the Army Corps was for three soil borings east of the Baring pump station which have been confirmed. In our discussion with Frank Mrvan, he requested we take additional soil borings on the golf course property east of Hart Ditch to determine the potential for usage of clay for our construction of the levees in that area. I also have those locations determined based upon a sketch we received from North Township. North Township has not completed any design, determined material quantities, or cross sectional data as you indicated you thought they have done. I would like to proceed with finalizing this drawing to give to Steve Hughes in order that he can facilitate this information to get soil borings to help determine the design of the levee east of Northcote Avenue upon which you presented several options as part of the Steve Enger request.

I had Gregg Heinzman send you (John Groboski) the mapping showing the soil boring locations for any review or comment. Would you like me to proceed with the finalization of this drawing including the soil borings on the golf course to at least determine if the clay is good and to what depth we would excavate? This would help determine the quantity of clay that could come out of this area.

When we would receive the results from the soil borings, we could provide this data to North Township and indicate to them that prior to our inclusion of these areas, that North Township would need to provide whatever data the Army Corps would require as part of the bid documents. Please let me know at your earliest convenience how to proceed.



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman  
*Governor's Appointment*

ROBERT HUFFMAN, Vice Chairman  
*Governor's Appointment*

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

DR. MARK RESHKIN, Secretary  
*Governor's Appointment*

GEORGE CARLSON  
*Mayor's of Hammond Appointment*

STEVE DAVIS  
*Dept. of Natural Resources Appointment*

R. KENT GURLEY  
*Lake County Commissioners' Appointment*

ROBERT MARSALEK  
*Governor's Appointment*

JOHN MROCZKOWSKI  
*Governor's Appointment*

CHARLIE RAY  
*Porter County Commissioners' Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

June 20, 2006

Mr. Frank Mrvan Jr.  
North Township Trustee  
NORTH TOWNSHIP OFFICE  
5947 Hohman Avenue  
Hammond, Indiana 46320

Dear Frank:

As per a previous conversation with you regarding the potential for obtaining clay from the Wicker Park golf course, I had investigated the possibilities of doing additional soil borings on North Township property, on the golf course, to determine quality and depth of clay. I received an email from the Army Corps on June 15<sup>th</sup> indicating that their original request for soil borings on North Township property only included those three borings west of Hart Ditch and east of our Baring Avenue pump station adjacent to Northcote Avenue. It appears the Army Corps has already awarded a contract to do only these three borings as part of their contract (This will be our request to you for a right-of-entry). The Army Corps feels that by modifying the contract for soil borings, that it would require a revised cost proposal and negotiations and would delay the award and completion of the plans and specifications.

The Army Corps also indicated that they had taken previous soil borings along the north end of Wicker Park and they feel this would provide them at least enough information to make an educated assumption regarding the soil conditions and these will be included in the geotechnical report, which is being done for our Stage V-2 construction.

Enclosed are four (4) copies of the right-of-entry for Survey and Exploration for these three borings. Please cause to have this right-of-entry approved and executed and return all four signed copies back to this office. Upon receipt, we will have them counter-signed and then return two (2) copies back to you for your files. Upon final execution of this right-of-entry, we will contact you in advance as to when the soil borings will be taken. If you have any concerns regarding personnel or equipment on your property, please let me know. If you have any other questions, please call me.

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/encl.

cc: Imad Samara, Vic Kotwicki, Steve Petrucci, Steve Hughes - *Army Corps*  
William Biller, Robert Huffman - *LCRBDC*  
Lou Casale - *LCRBDC attorney*



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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WILLIAM BILLER, Chairman  
*Governor's Appointment*

ROBERT HUFFMAN, Vice Chairman  
*Governor's Appointment*

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*Lake County Commissioners' Appointment*

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*Governor's Appointment*

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*Governor's Appointment*

CHARLIE RAY  
*Porter County Commissioners' Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

June 16, 2006

Mr. John Henry  
NIPSCO  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410

Dear John:

Enclosed please find four (4) copies of the agreement between the Development Commission and NIPSCO for a temporary access easement in the Burr Street Gary portion of levee construction between Colfax and Burr Street. This access roadway will be used by Superior Construction who has already been awarded the contract and given their Notice to Proceed. We had a pre-construction meeting in Gary on June 15, and NIPSCO was represented by Mark Pasyk and Jim Hayward. This contract assures that the contractor will comply with all NIPSCO regulations regarding the crossing of pipes and will contact NIPSCO prior to using this easement to assure compliance.

Please cause to have this agreement approved and executed. Please note that the copies of the agreement must be notarized. The Commission has already signed the agreement. After NIPSCO's signing of the agreement, please keep two copies for your file and return two copies back to our office.

If you have any questions, please feel free to call me. Thank you for your cooperation and timely response to our request.

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm  
encl.  
cc:

Mark Pasyk, Jim Hayward, Neal Arndt – NIPSCO  
Ted Cuson, Rich Draschil – Superior  
Imad Samara, Dave Druzbecki – Army Corps

5

## ***OPERATION AND MAINTENANCE REPORT***

**For meeting on Wednesday, July 5, 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 May 31 – June 28, 2006)**

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### **GENERAL SUMMARIZATION:**

A meeting is being scheduled with the city of Gary, and their new representatives, to determine what they will require for the O&M turnover process. Some of these items include:

1. Six (6) pump station turnover
2. Levee, sluice gate, flap gate turnover
3. Transfer of LCRBDC excess lands
4. Coordination for emergency response

None of this process can begin until after we have this meeting. Much of what we will probably need for turnover is currently on hand (from previous discussions with Mayor King representation)

### **A. OPERATION AND MAINTENANCE**

1. Funding to complete O&M obligations:
  - A letter was received from the COE on April 14<sup>th</sup>, 2004, indicating that FEMA will require that the city of Gary must provide certification that they will provide O&M in compliance with the COE manual prior to FEMA completing their re-mapping of the floodplain. (Ongoing)
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)
  - The other area is between Chase and Grant adjacent to both sides of 35<sup>th</sup> Avenue. (This is approximately 189 acres)
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.
  - **A meeting was held with Debra Harris (United Water – Purchasing/Warehouse Manager) on June 13 to pick up inventory list of “spare parts for pump stations”, which were stored on GSD facilities in November 2005.**
  - **A letter will be sent to the city of Gary to sign-off, and acknowledge, receipt of these materials.**
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. **We received a response from the Corps on June 12 addressing the issues of our letter.** 1-5
  - 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 32<sup>nd</sup> & Cleveland and Marshalltown
- Legal descriptions for the pump station property were submitted to LCRBDC attorney on April 5 to proceed with agreement with Gary.
    - 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. (Refer to Engineering Report – Griffith levee)
- 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
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 5<sup>th</sup> 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 81<sup>st</sup> 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.
9. A levee inspection was held with the COE, LCRBDC, and Gary on April 25, 26, 27, 2006.
- Received comments from Greeley and Hansen (GSD consultant – Eric Tonk) on May 1, 2006, including a general summarization. (Copies are available upon request).
  - **Received letter from the Corps on June 22, 2006 with a summarization and enclosed mapping and color photos. (Copies are available upon request).**

6-7

8-10

- **LCRBDC is requested to sign off on inspection report. Currently, many of the items are being addressed and corrected.**

#### **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.
  - 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.
  - 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 35<sup>th</sup> Street prior to May 12.
2. A coordination meeting was held in Chicago on May 8, 2006 with the Corps, LCRBDC, and Lake County Emergency Management (Jeff Miller) to update emergency procedures, establish field exercises, and establish new points of contact.
3. A practice sandbag closure exercise was held on May 10, 2006 in Munster, on Northcote Avenue, south of the river.
  - All project municipalities, LCRBDC, Corps, Lake County Emergency Management, and FEMA were in attendance.
  - The final notes were completed which include general information, observations, and ongoing coordination.
  - It was mutually agreed that the closures throughout the project could be expedited by supplementing 2'x2'x7' concrete blocks, with plastic and sandbags at each location.

#### **C. GENERAL**

1. **All levees were mowed, and completed, by June 28. Approximately ½ of the levees were done, and herbicided, as part of the Landscaping II contract.**
  - **C&H Mowing only mowed once last year and their contract called for two mowings. With the reduced scope of work, they agreed to clean up collector ditches from growth, sluice gate fenced areas, and other areas noted in the levee inspection reports.**



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

June 12, 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:

I'm writing this letter to answer questions you raised in your letter dated March 27, 2006. I will answer each question in the same order presented in your letter. Here are the answers to the questions:

Burr Street Pump Station

This pump station was constructed as part of the Little Calumet River Stage IV-Phase 2A contract (DACW23-95-C-0073). Arthur Rundzaitis was Construction Representative for most of the work.

1. We are assuming that the intake structure referred to in the letter is the trash rack. An aluminum man-rake was provided as part of the project. The trash rack is to be cleared using the rake when necessary. In addition, when the pumps turn off, the back flow functions to clean the trash rack by flushing.
2. The contract closeout memorandum titled "As-Built Record Drawings" from Acting Area Engineer to the Chief of Construction, dated 16 MAR 2005, indicates that the As-Built drawings were reviewed and found to be accurate and correct. Final inspection was performed on 02 SEP 1999 as documented in Final Inspection close-out letter from the Area Engineer to the Contractor, dated 22 SEP 1999. O&M manuals were turned over to the LCRBDC on 18 DEC 2002 as documented in our close-out letter of that date. The contract work was certified to be complete and in conformance with the contract plans and specifications in a memorandum from the Administrative Contracting Officer dated 28 April 2005.
3. The tests required by contract were performed and these tests met the contract required results. Our area Engineers and his representatives attest to the following: pumps were tested in shop prior to delivery (Transmittal No. 11.03 dated 02 JAN 1997). These test results have been incorporated into the Station's O&M manual. Typically, the pumps were tested for: performance/capacity; head measurements; rotational speed; and power input. All test reports were reviewed by USACE and found to be acceptable. Performing/replicating the same Hydraulic Institute performance shop tests in the field would be very difficult or impossible to perform.

The on-site construction representative, Arthur Rundzaitis and the electrical engineer, Ernest Go report that they flooded the pond and turned on the pumps and verified that the pumps and sensors worked as required by the Contract specifications. Pump operation training was done on 22 APR 1999, with White River E.P. (a representative of Gary Sanitary) in attendance. A letter to LCRBDC dated 28 APR 1999 summarizes the training session and includes a sign-in sheet documenting those in attendance.

#### Grant Street Pump Station

This pump station was constructed as part of the Little Calumet River Stage II – Phase 3C2 contract (DACW23-97-C-0028). Curtis Lee was Construction Representative for most of the work.

1. It would facilitate the O & M work to schedule this work after the removal of the debris which is blocking the Little Calumet River at the Conrail Railroad culverts at the downstream end of the project and to schedule the work when stages are low. These two conditions will provide the lowest possible river conditions. Cofferdams could be constructed with sandbags, concrete blocks, steel plates, a combination of these or some other method to isolate the problem gates. There is riprap in these locations so it may be hard to seal off without a steel plate or some other form of cutoff. The isolated area could be pumped out to provide a dry condition. If the problem is a flap gate, the sluice gate could be closed and the dam constructed on the flap gate side. If it is the sluice gate that is the problem and the flap gate seals, the dam could be constructed on the sluice gate side. If neither seal then a dam would need to be constructed on both sides.  
Something to keep in mind when working on the east flap gate at the Grant Street Pump Station is that the west two gates at the pump station location are connected to the very large Johnson Street Pump station and are pressurized. The middle gate could be closed to allow room to build the coffer dam. Work on this gate should be performed with no rain in the forecast and should be coordinated with the operation of the Johnson Street pump station. The cofferdam area may need to be abandoned if the Johnson Street pumps need to be turned on, if the pumping raises water levels above any coffer dam.
2. Per the contract specifications, the contractor was required to provide a Condensation Heater with adjustable thermostat control, with a screw shell or strip type heating element rated at least 800 watts (Spec Sec. 16415-26 Para. J). On 11 NOV 1998, an inspection of the entire pump station was conducted, which included a field test of all pumps and controls. In addition, the Gary Sanitary District personnel received the training that was required by the contract specifications. In attendance were representatives from the LCRBDC, Gary Sanitary District and their consultant Greeley and Hansen Engineering, Webb Construction, Ramirez and Marsh Construction, Hyre Electric, and USACE personnel from the Chicago District and Calumet Area Offices. The pump station was turned over to the Gary Sanitary District on 11 NOV 1998. It was believed that all contract requirements were met at

this time and this facility was turned over to the owners. Based on the LCRBDC letter, it appears that the Condensation Heater was either not installed or was removed sometime after turnover of the work. Since the Corps cannot verify that the heater was installed under this contract, the Corps will arrange to have one installed under a different contract.

3. The Chief of Construction Division signed the Record Drawings, Work "As-Built", on 25 July 2000. This signature is in essence a certification that the as-built drawings are correct. The "Check List for Turnover" form indicates that the As-Built drawings were turned over to the LCRBDC on 03 AUG 2000. The Final Inspection was performed on 18 MAY 2000 as documented in the letter from the Authorized Representative of the Contracting Officer to the Contractor, dated 06 JUN 2000. O&M manuals were turned over to the LCRBDC on 21 NOV 2000 as documented in our close-out letter of that date. A "Check List for Turnover", included in the contract close-out package, indicates the dates contract items were turned over to the sponsor.
4. The tests that were required by the contract were performed and these tests met the contract required results. Our area Engineers and his representatives attest that pumps were tested in the shop prior to delivery. These test results would have been incorporated into the station's O&M manual. Typically the pumps were tested for: performance/capacity; head measurements; rotational speed; and power input. All test reports were reviewed by USACE and found to be acceptable. Performing/replicating the same Hydraulic Institute performance tests in the field would be very difficult or impossible to perform. The Construction Representative reports that there was sufficient water to perform the field operational testing at startup, as required by the contract specifications. The pumps were observed to function as intended. Representatives from the LCRBDC, Gary Sanitary District and their consultant Greeley and Hansen Engineering, Webb Construction, Ramirez and Marsh Construction, Hyre Electric, and USACE personnel from the Chicago District Office also observed the successful testing.

#### Broadway Pump Station

This pump station was constructed as part of the Little Calumet River Stage II – Phase 3B contract (DACW23-95-C-0071). Ed Karwatka was Construction Representative for most of the work.

1. The contract close-out memorandum from the Area Engineer to the Chief of Construction, entitled "As-Built Record Drawings", dated 09 FEB 2004 indicates that the As-Built drawings were reviewed and found to be accurate and complete. Final inspection was performed on 18 DEC 2003 as documented in the Contracting Officer's Representative's close-out letter to the Contractor, dated 06 JAN 2003. O&M manuals were turned over to the LCRBDC on 18 DEC 2002 as documented in our close-out letter of that date. A "Check List for Turnover", included in the contract close-out package, indicates the dates contract items were turned over and accepted by the Local Sponsor.

2. The tests required by the contract were performed and these tests met the contract required results. Our area Engineers and his representatives attest that pumps were tested in the shop prior to delivery and the test results are incorporated into the station's O&M manual. Typically the pumps were tested for: performance/capacity; head measurements; rotational speed; and power input. All test reports were reviewed by USACE and found to be acceptable. Performing/replicating the same Hydraulic Institute performance tests in the field would be very difficult or impossible to perform. The Construction Representative reports that the operational testing was performed using water from the river.

#### Ironwood Pump Station

This pump station was constructed as part of the Little Calumet River Stage II – Phase IV contract (DACW23-95-C-0076). It is believed that Ed Karwatka was Construction Representative for most of the work. Bob Craib has been involved in discussions and inspections over the past couple of years.

1. A jib crane and spare pump will be included in a COE contract called 27<sup>th</sup> and Chase. This contract will remediate the drainage concerns at the 27<sup>th</sup> and Chase area and add the spare pump and jib crane to this station. The plans are being developed at the present time and we expect a contract award end of the 4<sup>th</sup> quarter of FY 2006.
2. The contract close-out memorandum from the Area Engineer to the Chief of Construction entitled "As-Built Record Drawings", dated 21 OCT 2002, indicates that the As-Built drawings were reviewed and found to be accurate and complete. As-Built drawings were turned over to LCRBDC on 06 JAN 2003. Final inspection was performed on 18 DEC 2003 as documented in our contract close-out letter dated 06 JAN 2003. O&M manuals were turned over to the LCRBDC on 18 DEC 2002 as documented in the close-out letter to the LCRBDC of that date.
3. The tests that were required by the contract were performed and these tests met the contract required results. Our area Engineers and his representatives attest that pumps were tested for: Performance/capacity; Head measurements; Rotational speed; and Power input. All test reports were reviewed by USACE and found to be acceptable. Performing/replicating the same Hydraulic Institute performance tests in the field would be very difficult or impossible to perform. It should be noted that field operational pump testing and inspection was performed after pump installation and witnessed by the LCRBDC.

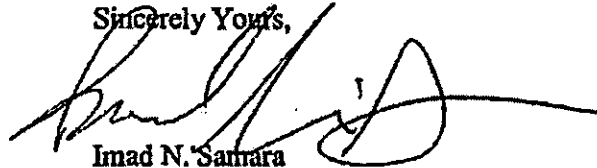
#### General Comments:

1. Each station has different design requirements. The design requirements for each station were implemented. These questions should have been brought up in the design phase of the project.

2. It is a good idea to "bump" the pumps on a weekly basis. However, we suggest to doing it manually to prevent damage to the motor/pump in case something went wrong.
3. Same as no. 2.
4. The broken impeller is a problem that the Commission needs to fix. We are interested to know how the manufacture responded to your inquiry. If the ice is a problem, we suggest that you activate the sump/dewater pump periodically to prevent water reaching the big pump during the winters. O&M personnel should come up with a plan.

If you have any questions, please contact me at 312-353-6400 ext. 1809.

Sincerely Yours,



Imad N. Samara  
Project Manager



**GREELEY AND HANSEN**

567 S. Lake Street  
Gary, Indiana 46403  
p 219 938 8354  
f 219 938 8376  
www.greeley-hansen.com

May 1, 2006

Charles "Spike" Peller, PE  
Director  
Gary Storm Water Management District  
3600 W. 3<sup>rd</sup> Avenue  
Gary, Indiana 46403

Subject: Little Calumet River 2006 Levee Inspection

Dear Director Peller:

Per the request of the Gary Sanitary District (GSD) and the Little Calumet River Basin Development Commission (LCRBDC), Greeley and Hansen LLC attended the inspection of the Little Calumet River Levee in Gary, Indiana, with the US Army Corp of Engineers (ACOE). These inspections were conducted on April 26, 27 and 28, 2006.

The inspection was first scheduled for April 25, but was rained out and canceled by Mr. Bill Rochford, P.E., of the ACOE. A meeting was held that day to discuss the inspection locations, and the inspection methods. The ACOE provided an Inspection Guide for Flood Control Works, which is for use of all inspections. The Guide has a grading scale of Satisfactory, Moderate, or Unacceptable for inspection of the levee. The ACOE indicated they would walk the entire levee system to complete a thorough inspection and will not conduct any drive by assessments. The levee system will be inspected annually by the ACOE, during early spring or before any flooding or plant growth. The ACOE was late this year in their inspection since grass and plant growth were well underway. The only vegetation the ACOE is concerned with are trees over 2 inches in diameter or any other plant growth this is deteriorating the levee. The gravel top of the levee is only a concern if it impacts the accessibility of the levee.

A summary of the inspection is attached, along with details of each section of the levee that was inspected in Gary, Indiana.

Very truly yours,

Greeley and Hansen

Eric Tonk  
Engineer

c: Jim Pokrajac, LCRBDC

## **SUMMARY OF INSPECTIONS**

The ACOE Inspection Team consisted of six individuals, including structural engineers, civil engineers, and a geotechnical engineer. The team was led by Mr. William A. Rochford. Also present were Mr. Jim Pokrajac and Mr. Bob Huffman of the LCRBDC. The team inspecting the levee only seemed to be concerned with the overall integrity of the levee. The items being inspected are listed in Section II of the Inspection Guideline, which includes Depressions, Erosion, Slope Stability, Cracking, Animal Control, Unwanted Vegetation Growth, Encroachments, Riprap / Revetments / Banks, Stability of Concrete Structures, Concrete Surfaces, Structural Foundations, Culverts, Gates, Closure Structures, Motors, Power, and Metallic Items. The ACOE inspection team, with the exception of the Geotechnical Engineer, walked the top portion of the levee only. The Geotechnical Engineer and myself walked the lower portion of the levee on the "Wet Side", and noted items such as borrows created by wild life, erosion problems, and any sluffing of the levee.

The entire levee length was inspected with the exception of the western end east of Cline Avenue, because the EJ&E Railway had a lock on a fence that was not shared with the LCRBDC. This section was approximately 1000 feet long. The overall condition of the levee was in good shape with only three spots worth noting of concern. These spots were noted for sluffing of the levee, where a flat spot of the levee occurred 1/3 of the way down and was not a uniform slope, the toe was missing in one section, and one elevation staff gauge was exposed about 1 foot, indicating the levee has dropped one foot in that spot. Other items noted were mainly holes created by animals, some minor erosion or lack of plant growth to stop erosion, and several stuck open flap gates.

(CONTINUED)

21 MORE SHEETS, INCLUDING PHOTOS



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

June 22, 2006

Construction-Operations Branch

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

SUBJECT: Little Calumet River – Levee Inspection 2006

Dear Mr. Gardner:

This letter is to transmit to you our findings from the inspection of the completed levee sections conducted between April 26 and April 28, 2006. Enclosed you will find a copy of the Inspection Report, the Inspection Checklist, and a Map and Table showing the locations of areas for your attention.

In general, the project has received a rating of 'Minimally Acceptable'. Please note that the guidance for our ratings is dictated by the lowest ratings on any of the evaluation items inspected. Any rating above 'Unacceptable' indicates that the project has been found to be fully functional and able to provide the design level of protection. A rating of 'Minimally Acceptable' indicates that some maintenance is required. Following this inspection, items that need your attention are described in detail in the enclosed report and include: Erosion, Slope Stability, Animal Control, Unwanted Vegetation Growth, and Encroachments. These items are pointed out as maintenance issues that if not addressed could lead to project performance concerns.

If you have any questions, please contact Mr. William Rochford at (312) 846-5450 or me at your convenience.

Sincerely,

Shamel Abou-El-Seoud, P.E.  
Chief, Construction-Operations Branch

CELRC-TS-DG

June 6, 2006

MEMORANDUM THRU

CELRC-TS-DG  
CELRC-TS-DH  
CELRC-TS-DC  
CELRC-TS-C-S  
CELRC-TS-D

FOR RECORD

SUBJECT: Inspection of Levee (East Reach of the Little Calumet River)

1. An inspection of the subject levee system was conducted on April 26, 27, and 28 of 2006. Temperatures were in the 60's and 70's all three days. Skies were clear and sunny. Representatives from the Little Calumet River Basin Development Commission (LCRBDC) and City of Gary and Highland accompanied the Corps staff on a walk of the levee alignment constructed up to the date of inspection. In attendance at the inspection, and the dates present were:

U.S. Army Corps of Engineers Inspectors

William Rochford, ICW Program manager (Apr 26)  
Rick Ackerson, Hydraulics Engineer (All 3 days)  
John Fornek, Geotechnical Engineer (All 3 days)  
John Groboski, Civil Engineer (All 3 days)  
Arthur Rundzaitis, Field Engineer (All 3 days)  
Yuki Shinbori, Geotechnical Engineer (All 3 days)

Little Calumet River Basin Development Commission Representative

James Pokrajac (All 3 days)  
Robert Huffman (Apr 26 and 27)

City of Gary Representative

Eric Tonk from Greeley and Hanson (All 3 days)

Highland Representative

Jack Lannon (Apr 28)

Projects Visited

Wednesday, 26 April 2006

- Burr St. to Clark St. - Stage IV Phase 2A (N)
- Clark St to Chase St. - Stage IV Phase 2B (N)
- Chase St. to Grant St. - Stage III (N)
- Grant St. to Harrison St. - Stage II Phase 2 (N)
- Harrison St. to Broadway - Stage II Phase 1 (N)

- Broadway to Georgia St. – Stage II Phase 4 (N)

Thursday, 27 April 2006

- Burr St. to Cline Ave. - Stage IV Phase I (N)
- Chase St. to Grant St. - Stage III (S)
- Grant St. to Harrison St. - Stage II Phase 3C2 (S)
- Harrison St. to Georgia St. - Stage II Phase 3B (S)

Friday, 28 April 2006

- Indianapolis Blvd. to Conrail R.R. - Wicker Park Levee – Stage V Phase 1(S)
- Colfax St. to EH & E R.R. - Burr Betterment Levee Phase I
- Marshalltown - East Reach Remediation
- Georgia St. to Martin Luther King Dr. (North of I80/94) - Stage II Phase 4
- Georgia St. to Martin Luther King Dr. - Stage II Phase 4 (N)
- Georgia St. to Martin Luther King Dr. - Stage II 3A (S)

2. General comments are as follows: Overall, the levees and their ancillary features are in good condition. Attached with the report is a project map showing locations where GPS points were taken. The attached table shows the coordinates and elevation of each GPS point taken and references the corresponding photo included in the report. The condition of the area at each GPS point is described briefly with a maintenance recommendation. Please note that not all of the issues observed in this report are included on the map and table. Specific maintenance issues observed are documented in the following paragraphs by reach in the order inspected.

**Burr St. to Clark St. - Stage IV Phase 2A (N) (As-built set October 2000)**

- Depressions – Old animal burrows that had collapsed and left depressions between 3” to 6” deep were noted near the toe of the slope near Sta. 3+50, 5+00, 8+00, and between 10+00 and 11+00. This condition was noted in the September 2004 inspection report.

Figure 1. Burrow hole and erosion near Sta. 3+50 on the south slope of the pond

- Animal Burrows – Fresh animal burrows were noted near the toe of Sta. 3+60 and near the crest of Sta. 7+00.

Figure 2. Fresh animal burrow between Sta. 9+50 to 10+00 near the crest

- Broken Fence – A broken chainlink fence was noted at the gatewell near Sta. 4+25.

Figure 3. Broken fence at gatewell near Sta. 4+25

- Erosion – An eroded path about 2” wide was noted near Sta. 16+00. May lead to further erosion as a path for water with no vegetation.

Figure 4. Eroded path near Sta. 16+00

- Trees – Willow trees in riprap around drop structure levee station 12+50 (approx. 100’ left). Near 13+00, there is a 12” diameter, dying tree about 11 ft from the riverside toe. Several trees planted under the Landscape I (or II) contract are too close to the levee toe.

Figure 5. Trees in riprap at drop structure near 12+50

**Clark St. to Chase St. - Stage IV Phase 2B (N) (As-built set April 2001)**

- Sand Bag Closure Obstruction – A wooden fence on the east side of Clark St. will prevent an effective closure from being constructed during a flood event.

(CONTINUED)

20 MORE SHEETS, INCLUDING PHOTOS

# **PROJECT ENGINEERING MONTHLY STATUS REPORT**

**For meeting on Wednesday, July 5, 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 May 31 – June 28, 2006)**

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

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

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

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

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

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

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

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

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

### **STATUS (Stage III) Chase to Grant Street:**

1. Project completed on May 6<sup>th</sup>, 1994  
Kiewit Construction – Contract price: \$6,564,520

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

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

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

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

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

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

**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 81<sup>st</sup> St. (Highland). Overall contract work is completed.
2. Project completed in September 2001.  
Thieneman Construction – Contract price: \$2,120,730

#### **North Fifth Avenue Pump Station:**

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

#### **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%)

#### **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. **C&H Mowing was given the contract to mow approximately ½ of the existing Gary levees to allow for herbicide treatment.**
  - **Mowing these segments was completed June 28. Remainder of levee mowing was done by LCRBDC as part of our current O&M responsibilities.**
6. **Monthly Construction Status Report from COE (Refer to Handout)**

**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. 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 28<sup>th</sup> 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.
4. **The pre-construction meeting was held at the Gary City Council Lounge on June 15 to introduce points of contact and establish communication between the owner and the contractor, and to provide an opportunity to exchange questions on how the project will be accomplished. (Copies of full agenda, sign-in sheet, and general notes available upon request).**

1-5

5. LCRBDC got a signed easement agreement with NIPSCO on June 26 for Superior Construction to use the NIPSCO access road along their tower line between Colfax and Burr.

**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. **A letter of authorization was sent to NIPSCO on June 12 allowing NIPSCO to excavate and expose welded joints on their pipes along our line of sheet piling to determine utility re-locate costs for pipe reinforcement.**

**STATUS (Stage V Phase 2) Kennedy Avenue to Northcote**

**1. UTILITY CORRIDOR COORDINATION**

**A. 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.

**B. NIPSCO**

- 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)
  - Letters have been sent to all of the pipeline companies requesting their comments, engineering review, easement agreement with NIPSCO, and cost information.
  - Supplemental follow-up letters were sent to pipelines that had not yet responded on January 19, 2006 (Marathon, B.P. Amoco, and Explorer)
  - 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.
  - **A utility coordination meeting was held with all the pipeline companies on June 27, 2006 to review engineering concerns, answer questions, and discuss scheduling.**
2. 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.
    - Submitted V-2 utility coordination information to the Corps on May 30 for utilities south of the river (excluding the pipeline corridor) to be used for design coordination. **This was provided by NIES Engineering**
  3. 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.

- Conoco Phillips Pipe Line submitted information regarding 10-year old information from Stanley Consultants on May 9, 2006 requesting clarification.
- LCRBDC responded on May 15 clarifying current design, funding, and scheduling.
- 4. 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.
  - **Refer to Land Acquisition Report for request for soil borings on their property.**
- 5. The COE re-considered the levee alignment and have modified the levee onto Cabela's property (received re-alignment drawing mid-March 2006)
  - **A coordination meeting was held with Cabela's, INDOT, Corps, IDNR, Hammond, and LCRBDC on June 6 to review upcoming construction, scheduling, impacts of our project on their property, and funding commitment. (A follow-up meeting will be scheduled when Cabela's completes their next level of design.** 9
- 6. The Army Corps responded to concerns expressed by the "Committee for the Preservation of Wicker Woods" (Steve Enger) on May 2, 2006.
  - **"Committee for the Preservation of Wicker Woods" responded to Corps letter of May 2 on June 4** 10-12
  - **LCRBDC had a meeting with Steve Enger and two other representatives on June 19 (LCRBDC sent email to Corps on June 20 with a general overview of this meeting.** 13
  - **Another meeting will be scheduled with the Corps, LCRBDC, and the Committee to finalize their concerns. (the Corps presented three betterment options which were discussed in the June 19<sup>th</sup> meeting)**
- 7. The Army Corps is contracting out a firm that will do the design for the railroad closures north and south of the river, west of Kennedy Avenue, on the NSRR, as part of the V-2 construction.
  - **Onsite visit was held with the Corps, LCRBDC, and the contractor on June 21 (this was a pre-contract site visit).** 14
  - **A scope of work has been comprised by the Corps with A/E responsibilities.** 15-18

**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 **June 13, 2006** with the COE and Illinois Constructors. (Copy of total report available upon request)

**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
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.
  - Email was sent to Lake County Highway Dept. on May 10 indicating Corps said to advertise project and they would design walkways and coordinate with their contractor for installation.
3. **Monthly Construction Status Report from the COE (Refer to Handout)**
4. Charlie Blaine (Hammond Parks Dept) attended May 23 progress meeting with the Corps and Illinois Constructors complaining of no access to the Carlson/OxBow Park from the south.
  - **Contractor agreed to work with the Hammond Parks Department, upon request, to gain access to the park area adjacent to the Little Calumet River.** 19-20

**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. **Monthly Construction Status Report from the COE (Refer to Handout)**

**STATUS (Stage VII) Northcote to Columbia:**

1. The final contract with Earth Tech to do the A/E work for this stage/phase of construction was signed and submitted by the COE on December 21<sup>st</sup>, 1999.
2. The schedule shows a June, 2008 contract award and a July, 2009 Completion.
3. **All survey work on both sides of the river has been completed.**

**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.
2. **Survey work has been ordered and LCRBDC has divided work between DLZ, GLE, and Torrenge Engineering**

### **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)
4. Received copy of permit from IDEM on May 8 to perform a prescribed burn on these properties.

### **West Reach Pump Stations – Phase 1A:**

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. Low bidder was Overstreet Construction. Notice to proceed was given on November 7<sup>th</sup>, 2000 – 700 work days to complete (Anticipated completion date is August 26, 2004)
  - Current contract amount - \$4,974,280.67
  - Original contract amount - \$4,638,400
  - Amount overrun – \$335,880 (7.2%)
3. **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. 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.
  - LCRBDC received the final memorandum with a summary of their inspection on May 15, 2006. **(Additional information on future phases available upon request)**

## GENERAL

1. INDOT coordination for Grant St. & Broadway interchanges with I-80/94.
  - A. INDOT sent a letter to the COE on April 15<sup>th</sup>, 2004, indicating they worked out an agreement with the COE whereby flood control features will be included in their contract at no cost to the Corps, which could be credited to the LCRBDC for that portion constructed for the flood control of the Little Calumet River.
    - LCRBDC 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. A letter was sent to the Corps on May 31 requesting a response to concerns by Commissioner George Carlson regarding length of time of contracts and to see if anything could be done to expedite the completion of the contracts.
  - **The Army corps responded to these concerns in their letter dated June 15, 2006. 21-23**  
**It explained procedures for information in their bid documents, lengths of contracts, and penalties.**
  - **This was forwarded to Commissioner Carlson on June 19, along with 19-20**  
**information from the Corps regarding coordination between Illinois Constructors and the Hammond Parks Dept. for access to the Carlson OxBow Park.**
3. A meeting is set for July 27, 2006 with the LCRBDC, Corps, FEMA, and the IDNR to discuss and coordinate the Little Calumet River model review. Need IDNR approval as required by FEMA guidelines.

## **Sandy Mordus**

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**From:** "Sandy Mordus" <smordus@nirpc.org>  
**To:** <mlpasyk@nisource.com>; "Fred Hipshear" <fred\_hipshear@wplco.com>; "David L Woodsmall" <DLWoodsmall@MarathonPetroleum.com>; <griffithpublicworks@comcast.net>  
**Cc:** <imad.samara@usace.army.mil>; "Aravind S. Muzumdar" <Muzumdar@netnitco.net>; <sshapir@ci.gary.in.us>; "Niec, Jay" <jniec@greeley-hansen.com>  
**Sent:** Wednesday, June 07, 2006 11:39 AM  
**Subject:** Burr Street II - Gary pre-construction meeting

Mark Pasyk; Fred Hipshear; Dave Woodsmall; Rich Konopasek;

Gentlemen:

We have scheduled a pre-construction meeting for the Burr Street Gary project on **Thursday, June 15, 2006 at 10:00 a.m. CST** at the Gary City Council Lounge on the 2nd floor of the Gary City Hall, 401 Broadway.

The contract has been awarded to Superior Construction. The work includes levee work north of the NIPSCO right-of-way from Colfax to Burr and ditch work south of the NIPSCO right-of-way from Arbogast to Burr. The intent of this meeting is to establish points of contact, as well as to discuss any issues or concerns you may have that impact your utilities. Please confirm your attendance back to me and if you cannot attend, please arrange to have a representative of your company be in attendance. If you have any questions, please feel free to call me.

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

June 15, 2006  
Gary City Hall  
City Council Lounge  
2<sup>nd</sup> Floor  
10:00 A.M.

**SUBJECT: City of Gary Board of Public Works  
Little Calumet River, Indiana  
Burr St. Betterment  
Preconstruction Conference Agenda  
Contract No. W912P6-06-XX-0099**

**1. INTRODUCTIONS**

A. Attendees: Reference sign in sheet.

**2. PURPOSE**

A. The purpose of this Preconstruction Conference is to develop a mutual understanding between Contractor and the Owner regarding procedures on contractual and administrative matters. Allow the Contractor and the Owner an opportunity to exchange questions and thoughts on how the project will be accomplished.

Director Dept. of Public Works	Gwendolyn Malone
City Engineer:	Sam Shapira
USACE Project Engineer:	David Druzbecki
USACE Area Engineer:	Douglas M. Anderson
USACE QA Site Representative:	Curtis Lee

**3. PROJECT DESCRIPTION**

The Contractor will be responsible for providing all necessary facilities, plants, labor, transportation, materials and equipment to construct a levee protection system consisting of earthen levee, ditch reshaping, culverts and sewer work, Calhoun St. road raise, riprap, and landscaping.

**4. PROCEDURES FOR SUBMITTING CORRESPONDENCE**

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

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

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

**6. City of Gary Concerns/Requirements**

**7. LCRBDC and Utility Concerns**

**8. SECTION 0500 - AGREEMENT BETWEEN CITY OF GARY AND CONTRACTOR**

**9. SECTION 01100 - GENERAL PROVISIONS**

**10. SECTION 01330 - SUBMITTAL PROCEDURES**

**11. SECTION 01355 - ENVIRONMENTAL PROTECTION**

**12. SECTION 01451 - CONTRACTOR QUALITY CONTROL**

**13. SECTION 01525 - SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS**

**14. SECTION 01580 - PROJECT AND WARNING SIGNS**

**15. SECTION 02330 - EARTHWORK/EMBANKMENT**

**COMMENTS/QUESTIONS/CONCERNS:**

Little Calumet River Local Flood Protection  
Burr Street Betterment / Levee System  
Gary, Indiana  
Phase 2

LIST of PROPOSED SUBCONTRACTORS

Asphalt Paving

Walsh & Kelly, Inc.  
1700 E. Main Street  
Griffith, Indiana 46319  
(219) 924-5900

Clearing

Homer Tree Service  
14000 So. Archer Avenue  
Lockport, Illinois 60441  
(815) 838-0320

Excavation/backfill

Grimmer Construction  
2619 Main Street  
Highland, Indiana 46322  
(219) 924-1623

Guardrail

C-Tech Corporation, Inc. (DBE)  
5300 West 100 North  
Boggstown, Indiana 46110  
(317) 835-2745

Landscaping

Slusser's Green Thumb, Inc. (WBE)  
P.O. Box 33  
Logansport, Indiana 46947  
(574) 722-3102

Testing

K & S Engineers, Inc. (DBE & MBE)  
9715 Kennedy Avenue  
Highland, Indiana 46322  
(219) 924-5231

Traffic Maintenance

Traffic Maintenance Corporation  
3855 Rutledge  
Gary, Indiana 46408  
(219) 884-1100

**Burr Street Betterment Levee System  
Phase 2 - Gary**

**LIST of PROPOSED PRODUCTS**

- |                              |                                 |
|------------------------------|---------------------------------|
| 1. Concrete:                 | Ozinga Ready Mix Concrete       |
| 2. Cast Iron Manhole Frames: | East Jordan Iron Workers        |
| 3. Precast Manhole:          | Dyer Vault                      |
| 4. Corrugated Metal Pipe:    | St. Regis Culvert, Inc.         |
| 5. Reinforced Concrete Pipe: | Lowell Concrete Pipe            |
| 6. Rip Rap                   | Material Service (Thornton, IL) |
| 7. Geotextile:               | TNS (Greenville, SC)            |



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman  
*Governor's Appointment*

ROBERT HUFFMAN, Vice Chairman  
*Governor's Appointment*

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

DR. MARK RESHKIN, Secretary  
*Governor's Appointment*

GEORGE CARLSON  
*Mayor's of Hammond Appointment*

STEVE DAVIS  
*Dept. of Natural Resources Appointment*

R. KENT GURLEY  
*Lake County Commissioners' Appointment*

ROBERT MARSZALEK  
*Governor's Appointment*

JOHN MROCZKOWSKI  
*Governor's Appointment*

CHARLIE RAY  
*Porter County Commissioners' Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

June 12, 2006

Mr. Mark Pasyk  
NIPSCO  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410

Dear Mark:

This letter will serve as authorization for you to proceed with the exploratory work which will be done across your right-of-way, east of Burr Street, as part of our Burr Street Phase II - East construction. The line of protection has been staked out across your right-of-way. Please include the cost to excavate and locate welds for the exploratory work into the overall cost for this activity. We also give you authorization to perform the necessary reinforcement of these welds as necessary while they are exposed based upon time and material costs from similar work just performed west of Cline Avenue in our Stage VI Phase 2 construction.

We are hoping that by providing you authorization to do the excavation work and the exploratory work at the same time that it would reduce the cost by not having to re-excavate and re-expose the pipes after a new estimate would be provided. In a conversation with your gas transmission engineering department, we were given the impression that there may be only one reinforcement per pipe for a total of three, rather than two reinforcements per pipe for a total of six. We realize this all depends on the location of the welds relative to the line of protection where we will be driving sheet piling.

Upon completion of the exploratory and reinforcement work, please submit your invoice, along with a detailed breakdown providing the time and material cost in order that we may approve and reimburse you for your work.

When the welds are exposed, please contact Jim Pokrajac at 219-763-0696 in order that he may visit you in the field to review these reinforcements. The LCRBDC would also like to contract out our surveyor to confirm elevation and location of each pipe and forward this to you and to the COE to assure this location concurs with current COE plans. If you have any questions regarding this letter of authorization, please contact Mr. Pokrajac.

Sincerely,

Dan Gardner  
Executive Director

/sjm  
cc;

Neal Arndt, NIPSCO  
Imad Samara, COE  
Eric Sampson, COE  
John Groboski, COE



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*Executive Director*

LOU CASALE  
*Attorney*

TO: Mark Pasyk, NIPSCO  
Don Samala, BUCKEYE PARTNERS  
Marcie Foster, B. P. AMOCO  
Dave Woodsmall, MARATHON ASHLAND PIPELINES  
Patrick Nwakoby, EXPLORER PIPELINE COMPANY  
Fred Hipshire, WOLVERINE PIPELINE

FROM: James E. Pokrajac, Agent  
Engineering/Land Management

SUBJECT: Engineering Coordination meeting

DATE: June 2, 2006

In July of 2005, I sent you the most recent plans of the installation of our lines of protection both north and south of the Little Calumet River on the NIPSCO right-of-way west of Kennedy Avenue. The Army Corps recently indicated to me that the design that we have submitted to you will be part of the 50% review plans that all parties will have the opportunity to review and comment.

The Army Corps would like to have an engineering coordination meeting on **Tuesday, June 27 at 10:00 a.m. CST** at the office of the Little Calumet River Basin Development Commission in Portage, IN (Details will follow). Please make arrangements to attend this meeting and if you cannot attend, please arrange to have an alternate representative of your company be in attendance. If you have any questions, need additional information or clarifications of any kind, you may contact me at the above address and phone number. My email address is [jpokrajac@nirpc.org](mailto:jpokrajac@nirpc.org).

/sjm

cc: Kelsey Lavicka, Imad Samara, Eric Sampson, John Groboski - *USACOE*



# Little Calumet River Basin Development Commission

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*Governor's Appointment*

**DAN GARDNER**  
*Executive Director*

**LOU CASALE**  
*Attorney*

**TO:** Captain Kelsey Lavička, Project Manager, ACOE

**FROM:** James E. Pokrajac, Agent  
Engineering/Land Management

**SUBJECT:** Stage V-2 Utility Coordination south of the Little Calumet River

**DATE:** June 6, 2006

Enclosed for your information is a copy of the Stage V Phase 2 utility relocations south of the Little Calumet River between Kennedy Avenue and Northcote. We have excluded the NIPSCO pipeline corridor and the railroad. I contracted out NIES Engineering who have familiarity with the utilities in Highland and felt them to be best qualified to perform this work. This report includes the utility relocations as originally designated in the FDM5. I realize the FDM5 is outdated but that is part of the task to assure that the V-2 plans include this information.

If you have any questions regarding this information, give me a call.

/sjm

cc: Imad Samara, ACOE  
John Groboski, ACOE  
Terry Hodnik, NIES Engineering

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## **CABELA'S/STAGE V-2 COORDINATION MEETING**

### **JUNE 6, 2006**

**Develop list of critical path issues to ensure Cabela's development plans and realize completion of Stage V-2**

#### **ISSUES**

- A. Land Acquisition for all of Stage V-2 segment assured by September 2006.
  - > Status – Strategy
- B. Funding commitment by State to meet Cabela's timetable
  - State Budget Committee approval of \$3 million on June 2, 2006
    - > \$1 million – 05/07 released
    - > \$2 million – 03/05 budget restored
  - Still potential “gap” to complete Kennedy Avenue to Northcote (Stage V-2)
    - > Additional State funding (IEDC)
- C. Site Design/Development
  - COE levee alignment – remove overflow areas – OK
  - INDOT design – Site access
    - > Construction access – COE, INDOT, Cabela's
    - > INDOT projects coordination – Cabela's , Pump Station, Ridge Road bridge
  - Tie-back levee
  - Trails
- D. Other

June 4, 2006

Dan Gardner  
Executive Director  
Little Calumet River Basin Development Commission

RE: Response to Letter dated May 2, 2006 to Dan Gardner from Imad Samara, Project Manager, USACE – Chicago District

Dear Mr. Gardner,

Thank you for the copy of the above referenced letter.

After meeting with a few of our committee members on Sunday June 4, 2006, we hereby provide the BCOE and LCRBDC with the following comments, questions and requests.

Generally, we found the letter late, inadequate and in some places factually incorrect. Nevertheless, we hope to resolve this issue to the mutual satisfaction of all concerned parties.

My letter sent to you was dated **October 25, 2005**. The response to my letter from Imad Samara is dated **May 2, 2006** --- fully six months after my letter was submitted to the LCRBDC. In the monthly public meeting of March 1, 2006 Imad Samara promised a timely response to my letter so that our Committee could be prepared for the BCOE review in June 2006. Frankly the timing of the release of this letter, just weeks before the BCOE, smacks of insincerity and brinksmanship.

**Factual errors found in the letter and drawing are as follows:**

Paragraph 1, line 3: "north of South River Road"

Correction: My letter pertained to both north of South River Road and East of Hawthorne Drive.

Paragraph 2, line 4: "several old growth cotton wood trees"

Correction: There are actually over 200 mature trees, primarily elms, hawthorns, and cottonwoods, with a diameter of greater than 12". These are just the trees on the flat section of the area of concern. There are an equal number of trees existing in the present berm and along the ditch and riverbeds.

Paragraph 2, line 5: "mowed by the owner, North Township"

Correction: The Town of Munster mows the area.

Paragraph 3, line 2: "The primary advantage would be a reduced foot print."

Corrections: The primary advantages are (1) preserving the aesthetics (2) preserving the ecological environment, (3) preserving recreational opportunities for the citizens, (4) preserving the historical features, and (5) preventing diminution of real estate values.

Paragraph 4, line 2: "situated relatively deep in their lots"

Correction: All lots are built according to Munster building codes, 40 foot off the lot line. "Relatively deep" is ambiguous, slanted terminology that benefits the Corps in it's assertion, smacks of bias, and calls into question the objectivity of the (as yet unnamed) appraiser obtained by the Corps.

Paragraph 4, lines 3, 4 and Paragraph 5, all lines: "slightly beyond the existing toe of the levee"

Correction: While the author notes the minimal extension of the toe of the proposed levee east of Hawthorne Drive, he omits any mention of the green space north of River Road where the toe of the proposed levee will be more than half way out over the existing flat area --- almost 25 feet from the street curb from its current 75 to 100 feet from the street curb.

Drawing, Ref # C-00, Wicker Woods Alternatives, Attachment 2:

The stretch of the road from Fairway Ave, north to the bend of the road is incorrectly labeled "River Road." It should be labeled "Hawthorne Drive".

#### **Inadequacies:**

A review of the three options on the drawing indicates inconsistencies.

**Example #1:** The proposed sheet pile has a linear length of approximately 900 feet, 16 foot depth, and estimated area of 21,124 square feet. This would indicate an average height of 8 feet.

2. [The proposed berm has a 10-foot service road on top, an average height of 8 feet and a 2.5:1 slope. These parameters give a cross section of the berm equal to 240 square feet. For a berm 900 feet long with a cross sectional area of 240 feet the volume of impervious fill would be 8,000 CY not the stated volume of 3,467.74 CY. This corrected volume for fill would more than double the cost of the originally proposed berm as noted on the drawing.

**Example #2:** Option 2 and Option 3 both use steel pile to tie into the existing pump station and proposed flow control structure. However, the drawings show the two sheet pile walls terminating at different termini approximately 100 feet apart. Why?

**Example #3:** Sheet pile embedment is 16 feet, roughly 2-foot depth for 1-foot height. As the berm is located in a no wake retention area and is driven into an existing earthen berm, 2:1, depth: height ratio seems a bit excessive.

#### **Disagreements with COE stated Opinions:**

The Committee totally disagrees with opinions stated by the COE in paragraphs 6, 7, & 8

The Committee disagrees with all of the cost estimates for reasons of factual errors or omissions of values.

The Committee disagrees with the stated Recommendations.

**Requests by the Committee to the LCRBDC:**

The Committee is requesting copies of the real estate appraisal performed by the COE real estate appraiser as mentioned and referred to in Paragraphs 4, 5, 6 and 7.

The Committee is requesting "USACE-Bid abstracts from Other Little Calumet Projects and USACE guidelines" as referenced and used in the table of the summary of primary differences on page one of the referenced May 2, 2006 letter.

The Committee is requesting copies of the engineering and cost estimating calculation sheets as used to determine the quantities and costs as noted on the drawing: Sheet Reference Number: C-00, "Little Calumet River, Indiana Local Flood Protection Stage 5 Phase2, Wicker Woods Alternatives Attachment 2".

Would the LCRBDC be willing to provide these requested documents to the Committee, without the Committee filing a Freedom of Information Act" request?

**Reason for Hope for Mutually Satisfactory Resolution:**

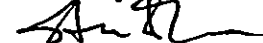
The Committee strongly supports the reconstruction of the flood protection berm along Hart Ditch and the Little Calumet River along Hawthorne Drive and South River Drive. We have endeavored for more than three years to work in a cooperative, open and nonconfortational manner to achieve a reconstructed berm that meets both the required flood protection and the needed preservation of Wicker Woods.

It is encouraging that even using the flawed designs and cost estimates as recorded in the May 2, 2006, we appear to be AT THE WORSE only \$400,000, (0.2% of the total estimated cost of \$250,000,000 and only 1,000 feet of a multi-mile berm), apart on construction costs for the proposed and the desired alternative berms.

I'm certain that a more stringent evaluation would prove this \$400,000 difference to be much less. The Committee strongly desires to continue our cooperative, open and nonconfortational workings with the LCRBDC. It is the Committee's hope that the LCRBDC can go back to the ACE and have them refined their design and estimate.

Thank you for your consideration.

Sincerely,



Steve Enger

The Committee to Preserve Wicker Woods

**Jim Pokrajac**

**From:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**To:** "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>  
**Sent:** Wednesday, June 21, 2006 1:54 PM  
**Subject:** Fw: Steve Enger meeting (June 19, 2006)

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

**From:** Jim Pokrajac  
**To:** Samara, Imad LRC  
**Sent:** Tuesday, June 20, 2006 3:30 PM  
**Subject:** Steve Enger meeting (June 19, 2006)

Imad,

Dan and I met with Steve Enger and two of his neighbors representing the neighborhood residents on June 19, 2006 to discuss their concerns and answer questions regarding the design for the upcoming construction across from their homes, West of Hart Ditch. We primarily used the print you supplied to us regarding three different options that could be implemented and the associated costs to implement each individual plan. Following is a draft of some of the items we discussed:

1. They primarily seemed most interested in option number two, whereby you proposed to extend sheet piling eastward from the baring pump station approx. 7 houses East of the pump station, then extended the levee along the same tangent to the portion of the levee that runs North/South.
2. There appeared to be no interest in option 1 because they would not be gaining that much additional space between the toe of the levee and the curb. Option number three also did not give them any significant acreage above what option number 2 did.
3. They wondered if option number 2 was as far North as possible, especially in the area nearest to Northcote Avenue. We told them we would check with you for an answer. We told them the control structure would probably be affected by moving the sheet piling further North, but weren't sure without seeing the design details. They supported using the existing levee alignment as much as possible.
4. They also wondered if it was possible to move both levees 10' North, which would extend more onto the Cabela's property.
5. They reviewed your cost estimates and concurred with your unit prices, but disagreed with the quantities, which would then reduce the incremental differences by not having less money to use in comparison for a betterment.
6. They were pleased that we had relocated the recreational trail to the area adjacent to Cabelas.
7. I made some assumptions that we were going to drive sheet piling as far north into the existing levee as possible, and that the sheet piling would be exposed above grade by approx. 3-4'. Also that we would need a 10' access roadway on the landward side to allow us future access to flood fight, inspect, or maintain. I also told them that the existing levee would remain in place, and it would be possible to do additional planting for aesthetics.
8. We told them that the 50% BCOE plans would be coming out soon and that this would afford the opportunity to address concerns and ask questions. Also that the COE would provide responses to these comments.
9. There has always been a concern from the residents to leave as many trees as possible. We mentioned the possibility that prior to construction in this area that certain trees could be flagged to avoid during the clearing and grubbing process. The residents mentioned that maybe a planting program could be implemented over a five year period, and maybe they could work with either North Township, or the Town of Munster to do this..
10. Concerns were also expressed about impacts to the neighborhood during construction. We told them that there are provisions in the bid documents to minimize noise, dust, and to monitor trucks through residential neighborhoods.

I hope this provides you with an overview of our meeting. If you should have any questions, or need any clarifications, please call.

**Jim Pokrajac**

---

**From:** "Lavicka, Kelsey W CPT LRC" <Kelsey.W.Lavicka@lrc02.usace.army.mil>  
**To:** "Sullivan, Patrick" <psullivan@BERGMANNPC.com>; "Jim Pokrajac" <jpokrajac@nirpc.org>  
**Cc:** "Treharne, Stephen R LRC" <Stephen.R.Treharne@lrc02.usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>; "Sampson, Eric LRC" <Eric.Sampson@lrc02.usace.army.mil>; "Groboski, John A LRC" <John.A.Groboski@lrc02.usace.army.mil>  
**Sent:** Wednesday, June 21, 2006 3:41 PM  
**Subject:** Questions from todays Pre-contract site visit

Gentlemen,

I discussed some of the issues that were raised at the pre-contract site visit with the PM and got some answers.

Q. Timeline for submission on 27Oct06, does the days exceed this?

A. I went back through the time line and with a contract of 1 July 06 it gives 119 days, according to the various submission steps there is a timeline of 124 days. This is a mistake on my part due in part to the fact we keep getting further delays to finalize the contract. We would prefer to work this out in contract negotiations, possible solution is reducing 11a. from 28 days to 21 days or moving the due date (least preferred).

Q. Are we designing for one side (north) only?

A. After speaking with Imad, it was reinforced that both sides (same closure method) would be designed under this contract. The SOW implies both, but does not specifically mention it. I apologize for any confusion on the topic during the meeting, when I said north only that is not the case.

Q. What is the angle crossing the tracks at closure sites?

A. The closure will be perpendicular to the tracks on both sides for ease of use and construction.

If you have any other questions, please email me.

Kelsey Lavicka  
CPT, EN  
USACE Chicago District  
312-846-5563

**SCOPE OF WORK****LITTLE CALUMET RIVER, INDIANA  
LOCAL FLOOD PROTECTION STAGE 5 PHASE 2****PREPARATION OF PLANS AND SPECIFICATIONS  
NORFOLK SOUTHERN RAILROAD CLOSURE STRUCTURE****DESCRIPTION OF PROJECT**

1. General. The Little Calumet River, Indiana Local Flood Protection Project was authorized for construction in 1986. This project, as presented in the Phase II General Design Memorandum (GDM) dated April 1988, consists of earth embankment levees, floodwalls, and interior flood control features designed to form a line-of-protection that will reduce damages from over bank flooding in the Little Calumet River basin in Lake County, Indiana. The design of the features for the West Reach is presented in Feature Design Memorandums 5, (Volumes 1 through 5) dated February 1994 and Feature Design Memorandum 6 dated September 1993. The West Reach consists of levees and floodwalls from Northcote Road to Kennedy Ave on both sides of the Little Calumet River.

2. Project. The Norfolk-Southern Railroad has a rail-line crossing the Little Calumet River at project station 21+80 south of the river and at project station 26+80 north of the river. The rail-line is approximately 3 feet below the top of the flood control levee system for the Little Calumet River. This Scope of Work (SOW) covers the design of a closure structure across the rail-line that completes the project line of protection during a flood event in a manner that is acceptable in terms of cost and ease of use. This effort will be incorporated into the Stage 5 Phase 2 (5-2) set of plans and specifications (P&S) currently being developed by the Chicago District Design Team (COE)

3. Specific Items of Work. The Architect-Engineer (A/E) shall provide the following:

- a. The A/E shall provide a cost estimate and opinion on the feasibility for raising the tracks approximately 4 feet at the selected location to pass over the dikes.
- b. The A/E shall develop 3 closure alternatives and comparative cost estimates to seal off the project line of protection, at the Norfolk-Southern Rail-road crossing, during flood events. A sand-bag closure is not to be used as one of the 3 closure alternatives. The COE will choose one of the 3 alternatives that the A/E developed for incorporation into the over all 5-2 P&S set.
- c. The A/E shall provide plan sheets and specification sections for the chosen alternative that can be incorporated into the 5-2 P&S set.

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Flood Protection P&S

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d. In an option that would be exercised, when deemed necessary by the COE, the A/E will provide subject matter expert testimony in the event of any court proceedings in support of the COE. The A/E will provide general testimony and also specific analysis and support of the chosen closure alternative. The A/E shall develop a rate for attending court and separate rate for the preparatory effort for attending court.

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Inserted: The A/E shall develop a rate for attending court and separate rate for the preparatory effort for attending court.

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4. Intent: The intent of this contract is to provide a method of closure for the Norfolk Southern rail line crossing through the 5-2 line of protection that is acceptable to all the parties involved. This method will be included in the final construction P&S for 5-2. The A/E is employed to support the interests of the Corps of Engineers in this matter. The A/E is intended to provide all the necessary documentation for successfully completion of the closure structure when it is incorporated into the overall plan.

#### DESCRIPTION OF SERVICES

5. The A/E shall prepare final plan sheets and specification sections of the selected alternative for inclusion into the 5-2 P&S set. In addition to the P&S the A/E shall provide a construction cost estimate (CCE) and a detailed design analysis for the selected alternative. The A/E shall also develop and implement a project Quality Control Plan (QCP) in line with the requirements of the Chicago District (COE) Quality Management Plan (QMP) (Attachment C).

6. In the event that the construction contract is solicited, the A/E shall provide support in developing any amendments to their product developed under this SOW that are determined to be necessary during the Solicitation period. Upon award of the Construction Contract, the A/E shall provide a complete a set of P&S that incorporates any amendments to their product issued during the Solicitation period.

#### COORDINATION

7. Coordination with the COE. The Contracting Officer's Representative (COR) will coordinate the administrative aspects of the work. The A/E shall maintain liaison with the COR during all phases of the work. The COR may designate a technical point of contact. In the event information or guidance provided to the A/E is unclear, the question shall be referred to the COR before proceeding with the work item. The A/E and COR shall coordinate at frequent intervals to assure compliance with the prescribed procedures and to minimize delays. The A/E shall advise the COR of any changes to the performance schedule. Additional items may be added at the option of the Contracting Officer with appropriate payment and extension of time for additional tasks.

8. Coordination with the Norfolk Southern Railroad. The A/E shall be responsible to coordinate their design effort with the Norfolk Southern Railroad.

#### SCHEDULE (Calendar Days):

9. Pre-Design Conference: The A/E shall participate in a Pre-Design Conference at the site office within 7 days following award of the Task Order. Prior to site visit accident prevention plan must be presented and approved by USACE Chicago District Safety officer.

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Flood Protection P&S

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10. The 3 closure alternatives and a cost estimate of raising the railway above the height of the levee will be presented to the Corps of Engineers (COE) within 30 days of the Pre-Design Conference.

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a. The Government and Local Sponsor will choose a closure alternatives based on this submittal within 7 days after Government receives the 3 closure alternatives.

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b. After the selection of a alternative by the Corp of Engineers coordination with Norfolk-Southern Railway is authorized to further the design process.

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11. 50% Biddability, Constructability, Operability and Environmental (BCOE) Review Submittal: The 50% BCOE Review Submittal shall be transmitted to the Corps of Engineers (COE) by the A/E within 45 days following the acceptance of an alternative. 50% BCOE Review Submittal shall include basic tech specifications, completed project cost estimates, and technical drawings.

a. The Government will issue comments based on this review within 28 days after the Government receipt of the 50% BCOE Submittal from the A/E.

b. A BCOE review meetings will be held at the project site office within 7 days after the comments have been submitted to the A/E.

c. 100% require before 7 days prior to Final submission

12. Final submission of selected closure alternative is due 27 Oct 06

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13. A list of required conferences and meetings are indicated below. These meeting will be held at the Chicago District Office, unless otherwise noted. Additional meetings may be held as necessary at locations convenient to the participants. The A/E shall prepare minutes of all meetings held and submit the minutes to the COR within seven days of the meeting.

a. PRE-DESIGN SITE VISIT AND MEETING. The A/E shall attend a Pre-Design site visit and meeting at the project location.

#### 14. DELIVERABLES

a. Quality Control Plan (QCP). The A/E shall develop and implement a Quality Control Plan (QCP) that shall monitor the A/E's effort to complete the products covered by this SOW. The plan shall be developed in line with the requirements of the COE Quality Management Plan (QMP). The QCP shall be submitted, for approval by the COE within 14 days of award of the contract. The A/E shall also submit monthly reports with each pay estimate briefly documenting the work completed to date and steps taken to ensure quality control on the project work completed.

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b. Closure alternative report. The closure alternative report, as a minimum, shall contain a description and conceptual drawing of each alternative along with an estimated cost for each.

30-May-06

c. Detail Design Report (DDR). The DDR shall include the analysis and design for the selected alternative. The DDR shall be composed of both calculations and descriptive narrative.

d. Construction Cost Estimate (CCE). A CCE shall be submitted for the selected alternative. The CCE shall be prepared following the instructions outlined in Appendix (what ever the cost engineering appendix is.)

e. Final plan sheets and specification sections of the selected alternative for inclusion into the 5-2 P&S set. The plans shall be produced in accordance with the requirements of Appendix A.

f. Written cost estimate and professional opinion on raising the tracks to clear the dike itself.

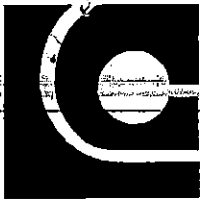
g. Accident Prevention Plan. The A/E shall comply with all pertinent provisions of EM 385-1-1. The A/E shall submit an Accident Prevention Plan, per paragraph 01.A.07 and Appendix A of EM 385-1-1, for the specific work and hazards of the contract. An Activity Hazard Analysis, per paragraph 01.A.09, shall be included in the Accident Prevention Plan for each hazard anticipated in the work associated with this SOW. The Accident Prevention Plan shall be consistent with the requirements of 29 CFR 1910.120 and shall be coordinated with any on-site contractors to insure consistency with their requirements. The Accident Prevention Plan must be approved by the Government prior to the commencement of any field activities, including site visits, by the A/E.

Deleted: 1  
Cady Marsh Ditch  
Flood Protection P&S1

Deleted: 26-May-06

30-May-06

18



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman  
Governor's Appointment

ROBERT HUFFMAN, Vice Chairman  
Governor's Appointment

ARLENE COLVIN, Treasurer  
Mayor of Gary's  
Appointment

DR. MARK RESHKIN, Secretary  
Governor's Appointment

GEORGE CARLSON  
Mayor's of Hammond  
Appointment

STEVE DAVIS  
Dept. of Natural Resources  
Appointment

R. KENT GURLEY  
Lake County Commissioners'  
Appointment

ROBERT MARSALEK  
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Governor's Appointment

CHARLIE RAY  
Porter County Commissioners'  
Appointment

VACANCY  
Governor's Appointment

DAN GARDNER  
Executive Director

LOU CASALE  
Attorney

June 19, 2006

Mr. George Carlson  
7343 Arizona  
Hammond, Indiana 46323

Dear George:

Enclosed is a copy of a response to our letter dated may 31 regarding the Army Corps process regarding duration of construction time and general information on how the Army Corps sets up contracts to be bid. As it is pointed out in the letter, it is possible to shorten the number of days allowed for the contractor to complete his work in the bid documents; but, apparently, this would incur an increased cost to the contract.

I also enclosed a copy of an email I received from the Calumet area office regarding Hammond park accessibility to the south end of the Carlson OxBow Park. The cell phone of the superintendent for the Illinois Constructors has been provided to Charlie Blaine. It appears the problem has primarily been during periods of rain. Illinois Constructors offered to make a bulldozer or grader available to provide access to the area if he knows in advance when they would be coming out. It appears in conversations with Charlie Blaine that this would allow them whatever access that would be needed to pick up garbage or provide maintenance in that particular area of the park.

I hope this information satisfies your concerns. However, if you have any questions regarding this or have any additional concerns, I will try to assist you in obtaining whatever information you require.

Sincerely,

James E. Pokrajac, Agent  
Engineering/Land Management

/sjm

cc: Charlie Blaine, *Hammond Parks*  
Imad Samara, Dave Druzicki, *Corps*  
William Biller, Bob Huffman, *LCRBDC*

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**Jim Pokrajac**

---

**From:** "Druzicki, David E LRC" <David.E.Druzicki@lrc02.usace.army.mil>  
**To:** <jpokrajac@nirpc.org>  
**Sent:** Tuesday, June 13, 2006 4:04 PM  
**Subject:** 6-1 North Park Access

Jim,

I've talked to both Charlie Blaine and Phil Ross of Illinois Constructors regarding access to the Oxbow park from the Hesseville Pump Station. I have provided Charlie with Phil's cell number so that he can call Phil directly if he has any issues. Phil has said that in rainy periods access may not be possible for a few days until the access road can be dried out and graded. Phil offered to have a dozer or loader grade the area if necessary if he knows when they are coming out. I think this has been resolved, ICC will work with the Parks Dept. to allow access. I told Charlie to give me a call should any future issues come up.

Dave

20

6/24/2006



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

15 June 2006

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

Dear Dan,

This letter is in response to your request for clarification on the process the Army Corps of Engineers to determine the number of days necessary to complete construction as well as measuring the progress once a contract is awarded.

The original calendar day duration that is in the solicitation documents is based on a number of factors. The Corps initially develops a baseline schedule based on the assumption of 40 hour/week, 5 day/week for the construction activities and an assumed contract Notice to Proceed (NTP) date. An allowance for adverse weather days is then added based on the National Oceanic and Atmospheric Administration (NOAA) data for the area. An allowance is also added to account for the preparation and approval of preconstruction submittals necessary before any work can begin on the site after the formal Notice to Proceed is given. This period is generally 60 to 90 calendar days. Finally, depending on when the completion date falls, it may be necessary to add time for seasonal dependent items like landscaping (seeding and tree planting). For example, if the completion date calculated using the above methodology falls in December, time would have to be added to allow for planting to occur during the following spring months.

Regarding measuring the progress once the contract is awarded; one of the preconstruction submittals is a construction schedule with a tabulation of projected monthly earnings. For each monthly pay request submitted, the contractor must include an updated schedule. If it is determined that the contractor is behind schedule, the Contracting Officer may withhold up to 10% of the subsequent contractor earnings until the contractor is back on schedule. Each contract does have a liquidated damages clause included which would reimburse the Government for oversight costs should the contractor exceed the contract duration.

Shortening the number of days allowed for the Contractor to complete the work in the bid documents may be possible to some extent, but that would increase cost. For example, if the contractor must work overtime and weekends to complete the work on time, that will certainly increase labor costs. In some instances, shortening may not be practical. For example, if seasonal items limit planting trees or seeding until the autumn, working overtime to take a few months off the schedule during the summer would do no good. Each project must be evaluated individually to see if accelerating the schedule would be of any benefit and at what cost.

One of the questions raised in your letter relates to extensions onto existing contracts. Contract time extensions are only possible through modification of the existing Contract. If additional work is added to the Contract to create a better final product or because of a differing site condition, a fair and reasonable time must be added to the Contract duration to allow the Contractor to complete the work. For this type of modification, a similar process is used to determine the amount of time to be added. The Government prepares an independent estimate and schedule. The Corps then compares this estimate and schedule to the contractor's proposal, which includes the proposed cost and time extension if any. During negotiations, a fair and reasonable price and time extension are mutually agreed upon by the Corps and Contractor. In the case of VI-Phase 1 South, an extension was granted when the design was changed from a levee to a steel sheet pile wall through the Homestead Park landfill area. Time had to be added to account for the difference in the scope of work. The sheet pile wall had to be engineered by the Corps, material had to be ordered and delivered to the jobsite, and finally the sheet pile wall had to be installed. This modification occurred when much of the available sheet piling was being diverted to New Orleans for repairs associated with hurricane Katrina. The difference between what would have been expected for construction of a levee in this area versus the time required for changing the design to sheet pile was 90 calendar days.

Another reason for a time extension during Contract performance is if a delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, fires, floods, strikes, unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control of the Contractor. Among these, the most common causes experienced are unusually severe weather, strikes, and issues related to utility relocations.

Regarding your question about the possibility of offering incentive fees for completing the project ahead of schedule, construction contracts are typically structured as firm fixed price contracts. The Little Calumet River Project contracts have all been structured in this manner, as have all of the other construction contracts awarded by the Chicago District. While there may be other types of contracts that could possibly be used to provide incentives for contractors to expedite the work, any such contract would require approval at a level above the authority of the Chicago District Contracting Officer.

In closing, the Corps makes every effort to determine a fair and reasonable timeframe for the Contractor to accomplish the work. The Contractor's performance is continually monitored throughout the life of a project. Finally, there may also be the possibility of using a different contract type on future Little calumet River contracts to provide an incentive to the Contractor to finish the work early. Should you have any other questions, please do not hesitate to call.

Sincerely Yours,

A handwritten signature in black ink, appearing to read 'Imad N. Samara', with a long horizontal flourish extending to the right.

Imad N. Samara  
Project Manager

## **LAND MANAGEMENT REPORT**

*For meeting on Wednesday, July 5, 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 May 31 – June 28, 2006)**

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- A. Received a request from LAMAR Advertising on June 20, wanting consideration for an easement on the land were they currently have existing License Agreements on two (2) billboards. 1-2
- It appears to be a new program designed to pay the landowner a substantial lump sum for their right to this easement. 3
  - An email was sent on June 29 requesting more detailed information.
- B. Chicago Tower Leasing Corporation:
1. Received a proposal with the rental increase, based upon the consumer price index for the last (5) years from Chicago Tower on July 12, 2005
    - 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.
- C. Received a request from ARC Bridges (formerly Lake County Assoc. for the Retarded) on April 13, 2006 requesting interest in our land east of their facilities for future development. 4
- A letter was sent to them on June 30 indicating, that based upon a decision by our Commissioners at the monthly Board meeting on June 7, that this land will be included as part of our land transfer to Gary. Accordingly, their future request for this land would be through the city.



*Advertising Company*

LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
6100 SOUTHPORT ROAD  
PORTAGE, IN 46368

**SENT VIA U. S. MAIL**

June 20, 2006

**RE: Lamar Easement Acquisition Program – Lease #3475**

Dear Sir or Madam:

Lamar Advertising has implemented a new and exciting program for choice property owners of land that lies beneath certain select billboard locations. One of these billboard locations is owned by you. This program is designed to pay the landowner substantial lump sum compensation for the right to an easement. This easement would have absolutely no impact on your land except for that section of land which is beneath the billboard structure itself. An easement is the right to use the property beneath the structure, but **does not** give Lamar a right of "possession" to the property.

In the next few weeks I will be contacting you to discuss your possible interest in selling the right to an easement. If you choose to participate in this program, the entire process will take approximately 45 to 60 days to complete. Once the process is completed, a check for the easement will be issued to you.

Thank you for your time and consideration in this matter. If you should have any questions in the interim, please do not hesitate to contact me. I have included my business card for your convenience.

Best Regards,

**LAMAR ADVERTISING, INC.**

A handwritten signature in black ink, appearing to read "Jim Perry".

Jim Perry  
Real Estate Manager



*Advertising Company*

LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
6100 SOUTHPORT ROAD  
PORTAGE, IN 46368

**SENT VIA U. S. MAIL**

June 20, 2006

**RE: Lamar Easement Acquisition Program – Lease #3480**

Dear Sir or Madam:

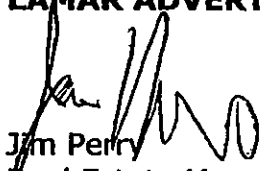
Lamar Advertising has implemented a new and exciting program for choice property owners of land that lies beneath certain select billboard locations. One of these billboard locations is owned by you. This program is designed to pay the landowner substantial lump sum compensation for the right to an easement. This easement would have absolutely no impact on your land except for that section of land which is beneath the billboard structure itself. An easement is the right to use the property beneath the structure, but **does not** give Lamar a right of "possession" to the property.

In the next few weeks I will be contacting you to discuss your possible interest in selling the right to an easement. If you choose to participate in this program, the entire process will take approximately 45 to 60 days to complete. Once the process is completed, a check for the easement will be issued to you.

Thank you for your time and consideration in this matter. If you should have any questions in the interim, please do not hesitate to contact me. I have included my business card for your convenience.

Best Regards,

**LAMAR ADVERTISING, INC.**

  
Jim Perry  
Real Estate Manager

**Jim Pokrajac**

---

**From:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**To:** <jperry@lamar.com>  
**Sent:** Thursday, June 29, 2006 5:05 PM  
**Subject:** Easement reques for Billboards #3475 & 3480

Mr. Perry,

I received your request for easements on two of your billboard locations, upon which you have existing license agreements with the LCRBDC. There was very little information to evaluate. Our monthly board meeting is the first Wednesday of every month (upcoming on July 5), whereby we present items of action for our commissioners to discuss and evaluate. If you wish to expedite any discussion, or action, I need more detailed information. If you would like consideration at our next meeting (August 2), let me know and I would be very interested in meeting with you.

Thank you,

Jim Pokrajac  
Agent, Land Management/ Engineering  
Little Calumet River Basin Development Commision



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman  
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ARLENE COLVIN, Treasurer  
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*Governor's Appointment*

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*Mayor's of Hammond Appointment*

STEVE DAVIS  
*Dept. of Natural Resources Appointment*

R. KENT GURLEY  
*Lake County Commissioners' Appointment*

ROBERT MARSZALEK  
*Governor's Appointment*

JOHN MROCZKOWSKI  
*Governor's Appointment*

CHARLIE RAY  
*Porter County Commissioners' Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

June 29, 2006

Ms. Kris Prohl  
Executive Director  
ARC BRIDGES  
2650 West 35<sup>th</sup> Avenue  
Gary, Indiana 46408

Dear Ms. Prohl:

I'm sorry I didn't respond sooner to your letter of April 13<sup>th</sup> regarding your request for transferring property to ARC Bridges. Recently, we sold the property east of the roadway between your facility and Berkheimers to the Berkheimer Corporation. The land west of the roadway to your facility still remains in the name of the LCRBDC. It is our intention to work with the city of Gary to transfer excess lands to them in exchange for their accepting the operation and maintenance of all flood control features within the city. They would use these lands for economic development purposes. At our monthly Board meeting on June 7, it was the decision of our Commissioners to transfer this land, and other excess lands to the city of Gary. Accordingly, your request for this land would be with the City after the transfer is completed. We will let you know at that time.

Sincerely,

Dan Gardner  
Executive Director

/sjm  
encl.

cc: Brian Davis  
Arlene Colvin, City of Gary and LCRBDC  
William Biller, LCRBDC Chairman  
Lou Casale, LCRBDC attorney

# LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: JULY 5, 2006

LOCATION: 6100 Southport Rd Portage CHAIRMAN: Bill Bille

**PLEASE SIGN IN**

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	STEVE ENGER	
2	Pete Schaeffer	
3	Elizabeth Johnson	Congressman Vesclosky
4	Karla Hunt	
5	Paul Baran	
6	IMAD SAMARA	
7	Bill Petreites	
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Sandy  
=

## WORK STUDY SESSION

July 5, 2006  
5:30 – 6:00 p.m.

---

### ACTION ITEMS:

#### Finance

Approval of claims for June 2006  
Approval of O&M claims for June 2006

#### Land Management

Consideration/authorization for View Outdoor Advertising to proceed with permitting process with the city of Gary

#### Land Acquisition

Any action required on increased offers/condemnations? **NO**

### ITEMS OF IMPORTANCE/POLICY:

Burr Street Phase II – LCRBDC – NSRR complete; right-of-entry to be given to the Corps

#### Land Management

Consideration for LAMAR easements  
Consideration for KEM Texas, Ltd easements

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

TS-C-S  
D. Anderson  
G. Anderson  
Craig

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	5-Oct-00	4,638,400.00
NTP DATE/CURRENT CONTRACT AMOUNT: Mods thru A00015 & P00020	7-Nov-00	4,262,835.48
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	8-Oct-02	700
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	21-Oct-04	1,444
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	21-Oct-04	0

#### ESTIMATED PROGRESS

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

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

TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)	4,239,286.58
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E. Potential Termination Costs (% of Remaining Costs) (If Applicable)	Not Available
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FINANCIAL PROGRESS - (A+B+C+D-E)	4,239,286.58
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#### TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod.	thru A00015 & P00020	4,262,835.48
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications		0.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)		4,262,835.48

FUNDS OBLIGATED FOR PAYMENT: thru Modification thru A00015 & P00020	4,262,835.48
---	--------------

ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	86.00%
---	--------

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	100.00%
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TOTAL EARNINGS AT THE END OF FY05	4,239,286.58
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#### PROJECT STATUS/MAJOR ISSUES:

- Corps sent Overstreet a "cure letter" on 19 OCT 2004 due to lack of progress. Overstreet submitted a number of partial responses. Overstreet unable to obtain a pump rebuilding subcontractor to complete the work.

- The Corps sent Overstreet and Overstreet's bonding company a "show-cause" letter on February 7, 2005 indicating the Government is considering terminating the Contract under the provisions for Default.

- On February 16, 2005, Overstreet responded with a preliminary plan on the remaining Contract work. Overstreet's still unable to finalize a pump rebuilding subcontract.

- On March 9, 2005, Overstreet provided the lone proposal received for completing the pump rehabilitation work. Overstreet has indicated that the price is unreasonable since the amount is \$500,000 more than the unpaid amount remaining with Viking.

- Overstreet's bonding company met with Overstreet on March 21 and 22, 2005 to collect information on the Contract. A conference call between the bonding company, the Corps, and Overstreet was supposed to be scheduled but never occurred.

- Contracting Officer issued a followup "show cause" notice on 30 MAR 2005. Overstreet did not formally respond.

- It is estimated that only \$23,548.90 was earned by Overstreet between 22 OCT 2004 and 14 APR 2005. No work has been completed since 14 APR 2005.

- The Termination for Default Modification P00020 was issued by the CO on 22 FEB 2006.

The T4D mod decreased the contract amount by \$711,445.19 (estimated work not complete) from \$4,974,280.67 to \$4,262,835.48. \$119,791.61 was deobligated, decreasing total funded from \$4,382,627.09 to \$4,262,835.48.

It was determined that Liquidated Damages from 21-OCT-2004 (Contract Completion) to 22 FEB 2006 totals \$649,392.00. There has been no response from Overstreet or the Bonding Company.

CONTRACT NO.:	W912P6-04-C-0003	TS-C-S
CONTRACTOR:	Tallgrass Restoration, LLC	D. Anderson
DESCRIPTION:	Little Calumet River Landscaping, Phase 2	Druzicki
		Rundzaitis

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Jun-04	648,995.23
NTP DATE./CURRENT CONTRACT AMOUNT: Mods P00002	29-Jul-04	648,995.23
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	2-Oct-05	430
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	2-Oct-05	430
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	2-Oct-05	0

#### ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No.	78,498.50
B. Estimated Earnings thru end of reporting period	8,000.00
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>86,498.50</b>

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

<b>TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)</b>	<b>86,498.50</b>
---	------------------

E. Potential Termination Costs (% of Remaining Costs){If Applicable}	0.00
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<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>	<b>86,498.50</b>
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#### TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod. P00002	648,995.23
G. Current Value of Overruns/Underruns (+/-)	0.00
H. Directed, Pending Modifications	0.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>	<b>648,995.23</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification P00002	115,000.00
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<b>ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)</b>	<b>13.33%</b>
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<b>SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)</b>	<b>15.00%</b>
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<b>TOTAL EARNINGS AT THE END OF FY05</b>	<b>0.00</b>
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#### PROJECT STATUS/MAJOR ISSUES:

- Mod will have to be processed to allow for planting of plugs in spring 07. This would have had to be done in fall 2005 under existing contract which would not have given plugs a good survival rate.

- First herbicide application started in June.

- Seed order placed for delivery in fall.

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

TS-C-S  
D. Anderson  
Druzicki  
Lee

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Sep-04	#####
NTP DATE/CURRENT CONTRACT AMOUNT: Mods P00010& A00001	4-Nov-04	#####
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	4-Dec-06	760
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	4-Mar-07	850
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	4-Mar-07	0

#### ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No. 13	#####
B. Estimated Earnings thru end of reporting period (May + June)	400,000.00
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
TOTAL ESTIMATED PROGRESS (A+B+C)	#####

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

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

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

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

TOTAL ESTIMATED FINAL CONTRACT AMOUNT	
F. Current Contract Amount thru Mod. P00010& A00001	#####
G. Current Value of Overruns/Underruns (+/-)	0.00
H. Directed, Pending Modifications	40,000.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)	#####

FUNDS OBLIGATED FOR PAYMENT: thru Modification P00010& A00001	#####
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	80.40%
---	--------

SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	80.00%
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TOTAL EARNINGS AT THE END OF FY05	#####
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#### PROJECT STATUS/MAJOR ISSUES:

- Work on pump station continues, all concrete is in place, prep for electrical installation. Pumps to be delivered in July.
- Seeding and tree planting done in June. Prep for rec trail work.
- Issue with conduit sizes and maintenance of pumps (ease of removal) with original design. Will need a modification to resolve.
- Funding mod needs to be processed prior to next pay request.

CONTRACT NO.:	W912P6-05-C-0010	TS-C-S
CONTRACTOR:	Illinois Constructors Corporation	D. Anderson
DESCRIPTION:	Local Flood Protection Little Calumet River, Indiana Stage VI-1 North Levee	Druzicki
		Lee

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Sep-05	5,566,871.00
NTP DATE./CURRENT CONTRACT AMOUNT: Mods P00003	19-Oct-05	5,566,871.00
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	21-Jul-07	640
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	21-Jul-07	640
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	21-Jul-07	0

#### ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No.	6	967,423.00
B. Estimated Earnings thru end of reporting period		300,000.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>1,267,423.00</b>

D. Work Paid for but not in Place (Materials in Storage)		556,224.60
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<b>TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)</b>		<b>711,198.40</b>
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E. Potential Termination Costs (% of Remaining Costs){If Applicable}		0.00
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<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>		<b>1,823,647.60</b>
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#### TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod.	P00003	5,566,871.00
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications		0.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>		<b>5,566,871.00</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification	P00003	1,420,000.00
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ACTUAL PERCENT COMPLETE (A+B+C-D)/(F+G+H)		12.78%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)		15.00%
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TOTAL EARNINGS AT THE END OF FY05		0.00
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#### PROJECT STATUS/MAJOR ISSUES:

- Portion of SSP delivered (stored material). Installation started near Carlson Oxbow Park. Contractor brought in crane and conventional vibratory to drive longer sheets near Oxbow, they were not able to drive long sheets with multipiler.
- Sheeting installed near Hesseville Pump Station.
- Grimmer started work on inspection trench, and hauling in impervious material from Hesseville Pump Station to pre-load.
- Started placement of riprap.

CONTRACT NO.: W912P6-05-C-0006  
CONTRACTOR: Dyer Construction Company  
DESCRIPTION: Little Calumet River, Stage VI-Phase II

TS-C-S  
D. Anderson  
Druzicki  
Babcock

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	29-Jul-05	4,205,644.17
NTP DATE/CURRENT CONTRACT AMOUNT: Mods P00003	11-Aug-05	4,205,644.17
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	2-Feb-07	540
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	2-Feb-07	540
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	2-Feb-07	0

ESTIMATED PROGRESS

A. Present Earnings as of Pay Est. No. 6	2,594,423.92
B. Estimated Earnings thru end of reporting period	150,000.00
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
TOTAL ESTIMATED PROGRESS (A+B+C)	2,744,423.92

D. Work Paid for but not in Place (Materials in Storage)	0.00
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TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)	2,744,423.92
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E. Potential Termination Costs (% of Remaining Costs) {If Applicable}	0.00
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FINANCIAL PROGRESS - (A+B+C+D-E)	2,744,423.92
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TOTAL ESTIMATED FINAL CONTRACT AMOUNT

F. Current Contract Amount thru Mod. P00003	4,205,644.17
G. Current Value of Overruns/Underruns (+/-)	0.00
H. Directed, Pending Modifications	0.00
TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)	4,205,644.17

FUNDS OBLIGATED FOR PAYMENT: thru Modification P00003	2,925,000.00
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	65.26%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	60.00%
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TOTAL EARNINGS AT THE END OF FY05	0.00
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PROJECT STATUS/MAJOR ISSUES:

- I-wall under NIPSCO lines complete except for anti-graffiti coating.
- Final grading north end of project near Heron rookery. Installed RCP, top soil, stone base for rec trail and Liabile Road. - Asphalt scheduled for week of 6/26. - Preloads
- have settled less than 1 inch in 90 days (4 to 5 inches expected). Dyer has asked that USACE give approval for removal of preloads.
- Will need additional funding if Dyer continues at this rate for FY06.