



# Little Calumet River Basin Development Commission

6100 Southport Road  
Portage, Indiana 46368

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

WILLIAM BILLER, Chairman  
Governor's Appointment

ROBERT MARSZALEK, Vice Chairman  
Governor's Appointment

R. KENT GURLEY, Treasurer  
Lake County Commissioners' Appointment

CHARLIE RAY, Secretary  
Porter County Commissioners' Appointment

ARLENE COLVIN  
Mayor of Gary's Appointment

STEVE DAVIS  
Dept. of Natural Resources' Appointment

MARK SORDISH  
Mayor of Hammond's Appointment

ROBERT HUFFMAN  
Governor's Appointment

JOHN MROCZKOWSKI  
Governor's Appointment

DR. MARK RESHKIN  
Governor's Appointment

VACANCY  
Governor's Appointment

DAN GARDNER  
Executive Director

LOU CASALE  
Attorney

## MEETING NOTICE

THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
AT 6:00 P.M. TUESDAY, DECEMBER 18, 2007  
AT THE COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
PORTAGE, IN

(Rescheduled regular meeting date of December 5 was  
cancelled due to lack of quorum)

## AGENDA

1. Call to order by Chairman Bill Biller
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of November 7, 2007
5. Chairman's Report
  - Discussion of meeting with UMBAUGH Associates on 11/29 as a follow-up to the O&M/Financing committee meeting
  - Scheduling of Finance Policy meeting for preparation of 2008 Operating Capital Budget
6. Action Required:
  - Finance:
    - Approval of claims for November 2007
    - Approval of O&M claims for November 2007
    - Approval of additional Stage VII claims
  - Land Acq:
    - Any Action?
  - O&M:
    - Action of bids for contract for sluice gate/flap gate repair
7. Executive Director's Report
  - Report on RDA meetings of November 13 working group (Recommended for approval) and November 27 (Deferred until January)
  - Notice of records request from counsel for town of Highland regarding flooding lawsuit
  - Corps/Commission public information outreach regarding Stage V-2 construction

get Umbaugh etc  
to WB  
get to all  
Commission  
members

do compile sub-  
explanation of duties

Don + You  
Jim  
Judy  
Sandy  
Koranne  
gray Sabers  
pink sweater

8. Standing Committees

A. Finance Committee – Report by Treasurer Kent Gurley

- Financial status report for end of November 2007
- Budget transfer of funds
- Issues for discussion

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

Land Acquisition

- Appraisals, offers, acquisitions
- Status of activity for Stages V-2, VII and VIII

Land Management

- RFP update for 32 acres east of Clay Street
- Farm leases to be bid out for 2008 farming season
- Issues for discussion

C. Project Engineering Committee – Committee Chair Bob Huffman

- First Stage V-2 progress meeting held on 11/28
- Status of Stage V-2 pipeline corridor
- Proposed Gary pump station east of I.U. Northwest
- Issues for discussion

D. Operation & Maintenance – Committee Chair Bob Huffman

- Report on O&M Committee meeting on 11/14
- Bids for remaining sluice gate/flap gates
- Pump Station plan-in-hand meeting held on 11/27
- Emergency response meeting scheduled with Corps/Lake County on 12/7
- Issues for discussion

E. Legislative Committee – Committee Chair

- Issues for discussion

F. Environmental Committee – Committee Chair Mark Reshkin

- Issues for discussion

G. Recreational Development Committee – Committee Chair Bob Huffman

- Issues for discussion

H. Policy Committee – Committee Chair Bob Marszalek

- Issues for discussion

9. Other Issues / New Business

10. Statements to the Board from the Floor

11. Set date for next meeting; adjournment



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## MEETING NOTICE

THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
AT 6:00 P.M. WEDNESDAY, DECEMBER 5, 2007  
AT THE COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
PORTAGE, IN

ONE-HALF HOUR WORK STUDY SESSION – 5:30 P.M.

## AGENDA

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  - Finance:
    - Approval of claims for November 2007 6-7
    - Approval of O&M claims for November 2007 8
    - Approval of additional Stage VII claims 9
  - Land Acq:
    - Any Action?
  - O&M:
    - Action of bids for contract for sluice gate/flap gate repair
7. Executive Director's Report
  - Report on RDA meetings of November 13 working group (Recommended for approval) and November 27 (Deferred until January) 10-11
  - Notice of records request from counsel for town of Highland regarding flooding lawsuit
  - Corps/Commission public information outreach regarding Stage V-2 construction 12

Adelphi.



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- Financial status report for end of November 2007
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- Issues for discussion

13  
14

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

- Appraisals, offers, acquisitions
- Status of activity for Stages V-2, VII and VIII

Land Management

- RFP update for 32 acres east of Clay Street — DG
- Farm leases to be bid out for 2008 farming season
- Issues for discussion

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E. Legislative Committee – Committee Chair

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F. Environmental Committee – Committee Chair Mark Reshkin

- Issues for discussion

G. Recreational Development Committee – Committee Chair Bob Huffman

- Issues for discussion

H. Policy Committee – Committee Chair Bob Marszalek

- Issues for discussion

9. Other Issues / New Business

10. Statements to the Board from the Floor

11. Set date for next meeting; adjournment

**MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT**  
**COMMISSION HELD AT 6:00 P.M. WEDNESDAY, NOVEMBER 7, 2007**  
**6100 SOUTHPORT ROAD**  
**PORTAGE, INDIANA**

Chairman William Biller called the meeting to order at 6:20 p.m. Nine (9) Commissioners were present. Pledge of Allegiance was recited. Guests were recognized.

**Development Commissioners:**

William Biller  
Robert Huffman  
Steve Davis  
Bob Marszalek  
Mark Reshkin  
Mark Gordish  
Charlie Ray  
Arlene Colvin  
Kent Gurley

**Visitors:**

Bill Petrites – Highland resident  
Imad Samara – Project Manager, Corps of  
Engineers  
Elizabeth Johnson – Congressman  
Visclosky's Office

**Staff:**

Dan Gardner  
Sandy Mordus  
Lou Casale  
Jim Pokrajac  
Judy Vamos

The minutes of the meeting held on October 3, 2007 were approved as amended by a motion from Kent Gurley; motion seconded by Bob Marszalek, after a correction was made on page 2 under the Land Acquisition/Management action. It should read "Bob Marszalek proceeded to make a motion authorizing the condemnation (if needed) as a last resort on DC-1229, DC-1236, DC-1245, and DC-1248; motion seconded by Bob Huffman; motion passed unanimously."; motion passed unanimously.

**Chairman's Report** – Chairman Biller proceeded with the election of a Nominating Committee for 2008 officers. According to the Bylaws "A Nominating Committee is to be chosen by the full Commission at its November meeting. Each commissioner can vote for three candidates (not more than one vote for any candidate) with the top three vote getters (plurality, not majority) from all Commissioner votes becoming the Nominating Committee. The Nominating Committee is to meet and, considering the reaffirmed Goals of Officer and Committee Rotation Policy, report to the full Commission at the January meeting a slate of candidates, with additional nominations available from the floor."

- After discussion, Chairman Biller set an O&M/Financing Committee meeting for 5:30 p.m. on Wednesday, November 14, 2007.

**Action Required** – Treasurer Kent Gurley presented items for action. He proceeded to make a motion to approve the monthly claims of \$89,122.73; the motion was seconded by Bob Huffman; motion passed unanimously.

- Mr. Gurley then made a motion to approve the Revised O&M claims in the amount of \$73,992.88; motion seconded by Bob Marszalek; motion passed unanimously.

• Mr. Gurley then proceeded to make a motion to approve the claim payout for Munster residents in Stage VII, utilizing Munster funds, for an additional four property owners who have signed the easement agreements in the amount of \$42,799; motion seconded by Bob Huffman; motion passed unanimously. A running total of claim payouts will be shown on the Stage VII claim sheet from this point on.

Land Acquisition/Management action: Committee Chairman Bob Marszalek made a motion to approve condemnation proceedings on two properties as a last resort. Those two properties are DC1223 (the owner is a bank trust that is out of business and cannot be located; condemnation will be necessary if further research produces no results) and DC1227 (dispute as to who the owner is; condemnation will be necessary only if the dispute cannot be settled); motion seconded by Arlene Colvin; motion passed unanimously.

Executive Director's Report – Mr. Gardner referred to the letter in the packet addressed to Tim Sanders, Executive Director of the RDA and the accompanying application for financial support. The request is for \$6 million for the LCRBDC to meet the estimated non-federal funding needed to complete the project to the state line. Copies of the letter and application were also sent to the Governor, Congressman, Senator Frank Mrvan, State Budget Agency, and the Army Corps Colonel Drolet. Mr. Gardner also referred to support letters that Senator Frank Mrvan has written to the RDA Board members. Mr. Gardner will address the Board members on a working session of the RDA Board on November 13. He invited Commissioners if they would like to attend. There probably will be a series of meetings before final approval would be given. It was reported that the previous Governor's and Congressman's letter stated it would be a "loan" to the Commission and would be paid back in future budget sessions. Mr. Gardner stated that all communities are supportive of the \$6 million request. The Commission expressed its thanks to the Congressman and Governor for the support for RDA funding.

Finance Committee – Committee Chairman Kent Gurley reported that finance action was already taken. The financial statement for end of September is in the agenda packet. He went on to say that he felt a discussion needed to happen as to where O&M funds are going to come from; Commissioner Mark Reshkin agreed that a meeting was necessary. Mr. Gurley thought a "transition" committee may be to be formed to address this issue once the project is completed to address issues like emergency response, responsibility of communities, and an O&M overseer. This will be discussed at the O&M committee meeting scheduled for November 14.

Land Acquisition/Land Management Committee – Committee Chairman Bob Marszalek stated action has already been taken. He referred to Judy Vamos to give the report. Ms. Vamos distributed a real estate report to all members. In VIII, there are 62 appraisals done out of 89 property owners. Discussion ensued on whether or not we could make offers without having the additional \$6 million available to us at this point in time. Mr. Gardner said it would be desirable to send out offers to owners in Stage VII at one time. He felt that it would not be a real long time before we know something definite from the RDA. He said that the RDA will have to first have an independent economic analysis done on our request. Chairman Biller asked if we have a cash flow statement of how the \$6 million would be

spent. Mr. Gardner replied that we prepared one for \$8 million (we received \$2 million from the 07/09 biennium) that was shared with the RDA.

- Committee Chairman Bob Marszalek thanked Judy Vamos, Land Acquisition Agent, for all the hard work she has been doing on these properties.
- Mr. Gardner referred to the Request for Proposals for the 32 acres east of Clay Street in Lake Station. Jim Pokrajac added that the property may be less than 32 acres; we probably need a legal as part of the submittal RFP. The value of the property is that it has a potential to create wetlands and is not committed to any project purpose. We would retain ownership of the property. It hopefully would be eventually be transferred to the National Parks Service for long term maintenance and inclusion in their properties. This will be mailed to outside entities that may have an interest in the property. We have a list of companies that would have a need for wetland mitigation. It will also be advertised in the paper. Mark Reshkin made a motion to pursue outside entities and request proposals; motion seconded by bob Huffman; motion passed unanimously.

*Project Engineering Committee* – Committee Chairman Bob Huffman announced that a pre construction meeting was held on October 30 with Dyer Construction (contractor for V-2). There are still two options on this segment (NIPSCO and NSRR). The Army Corps and Commission staff is working on them and trying to resolve remaining issues). The municipalities and some of the utilities attended the pre-construction meeting. Construction was discussed; questions were answered, points of contact were established. A follow-up meeting will be scheduled once pipeline agreements are in place.

- Mr. Pokrajac stated that he has been working with Huntington District for coordination of the pipelines. They are reviewing cost estimates from the pipelines to see if they are “fair and reasonable”. We also have to obtain subordinated agreements with the individual pipeline companies. As soon as we have received the cost estimates from the pipelines and written concurrence from the Chicago Corps acknowledging the costs to be fair and reasonable, Mr. Pokrajac will coordinate the utility re-location agreements. Mr. Gardner will request the remaining \$1,250,000 from IEDC.
- Staff, as well as the Corps, has met on October 20 with some of the residents of Southmoor in Stage VIII. They are concerned with the construction impacts of Stage VIII and how it will affect their property. We completed survey work done on their properties staking out the center line of the line of protection along with the extent of the permanent levee easement. The Army Corps has agreed to reduce the impacts to their property as much as possible.
- Mr. Huffman reported that the final inspection for Stage VI-1South (Liable to Kennedy, south of the river, in Highland) was held on October 12. Mr. Pokrajac added that only minor items have to be corrected.

*Operation & Maintenance Committee* – Committee Chairman Bob Huffman stated that Gary sluice gate/flap gate inspections were substantially completed. Some sluice gate/flap gate work will still need to be completed due to affects of ill climate weather. The estimate provided by Austgen Electric to complete the remaining repair work was in excess of what is allowable for the Commission to approve. It was agreed that further discussion would be deferred until the upcoming O&M committee meeting. Mr. Pokrajac stated he would



provide additional information summarizing what has been completed and what remains to be completed for use at the meeting.

- It was reported that INDOT contracted out Earth Tech to provide a summarization of the impacts of the flood incident on I-80/94 in late August 2007. The report will include emergency response information, and who has what responsibility, to assure this does not occur again. Coordination meetings have already been held between the Commission, INDOT, and the Army Corps. Mr. Huffman referred to the letter in the agenda packet where INDOT commits to replacing the existing flap gate with a "duckbill" gate at Kennedy and Indianapolis Blvd. INDOT feels that a duck bill type gate is less likely to be impacted by debris than a flap gate and that they prefer the duck bill type gates on their projects. INDOT indicated that it is less likely to have back flow from the river to the landward side during a flood event. The Commission suggested the possibility, for INDOT's consideration, to replace existing flap gates with duck bill type gates in all areas that impact INDOT (I-80/94 drainage).
- Mr. Pokrajac stated that a meeting will be held at the Chicago Corps office regarding emergency response. Jeff Miller of the Lake County Emergency Management office will attend.

Legislative Committee – There was no report.

Environmental Committee – Committee Chairman Mark Reshkin referred to Dan Gardner. Mr. Gardner stated that he has been attending the meeting of the watershed planning committee (consultant is R. W. Armstrong Co.). They are starting to produce some documents of which he will share with the Commission. Mark Reshkin asked if all communities are represented and Mr. Gardner replied that they were, as well as IDEM and IDNR personnel.

Recreation Committee – Committee Chairman Bob Huffman reported that the town of Highland sent the Corps an email on behalf of the Highland Redevelopment Commission that they do not want to participate in additional costs in enhancing the recreation bridge east of Kennedy in the V-2 area.

- Mr. Huffman referred to an old letter from the EJ&E RR that they will permit an at-grade recreation trail crossing across their tracks in the area east of Cline Avenue and west of Colfax. Jim Pokrajac stated he will write a letter referring to the previous approval by the EJ&E to see if we can still establish this crossing.

Policy Committee - There was no report.

Other Business – Chairman Bill Biller announced that the Nominating Committee will consist of Arlene Colvin, Steve Davis, and Mark Reshkin; and they accepted.

- Mr. Gardner mentioned that he is awaiting written guidance from Imad Samara in regard to proceeding on the Griffith levee analysis. Mr. Samara stated that the Corps will inspect this levee as a project cost to see if the levee was built to federal standards. The Commission may still have to do some additional work but the Corps will also assist.

- Mr. Gardner stated that FEMA needs an update status of the Wicker Park Manor subdivision in Highland that was declared out of the floodplain years ago. FEMA is allowing a two year period to reaffirm their floodplain status. Mr. Gardner has talked to Siavash Biek of Christopher Burke Engineering, who was instrumental in assisting Highland with FEMA at that time. He will assist us, as well as Highland, as needed.

Statements from the Floor – Bill Petrites informed the Commission that he filed a complaint with North Township regarding their maintenance people trimming trees and branches and tossing them over the fence by Hart Ditch; Mr. Gardner indicated he would contact Dennis Simala to discuss the potential problems with this debris accumulating in Hart Ditch and interrupting drainage flow.

There being no further business, the meeting was adjourned. The next scheduled Board meeting is set for 6:00 p.m. on Wednesday, December 5, 2007.

*LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION*  
*MONTHLY BUDGET REPORT,*

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33	283.33	1,699.98	1,800.02
5812 NIRPC SERVICES	145,000.00	11,742.56	12,743.90	12,536.24	13,188.58	12,475.34	12,586.25	75,272.87	69,727.13
5821 TRAVEL/MILEAGE	2,500.00	38.40	41.00	12.40	14.00	24.40	489.20	619.40	1,880.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	1,963.18
5823 BONDS/INSURANCE	8,000.00	0.00	150.00	0.00	6,406.25	0.00	0.00	6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	469.54	472.65	527.86	553.80	506.48	584.25	3,114.58	3,385.42
5825 MEETING EXPENSES	5,000.00	79.50	188.50	106.95	0.00	0.00	0.00	374.95	4,625.05
5840 PROFESSIONAL SERVICES	1,700,000.00	35,139.96	72,326.12	77,003.90	163,308.17	56,647.33	101,469.82	505,895.30	1,194,104.70
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	1,783.00	49,686.00	15,109.00	15.00	0.00	109,517.86	176,110.86	1,451,889.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	0.00	0.00	3,229.90	1,196.16	265.26	4,691.32	995,308.68
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	0.00
	5,950,583.00	49,536.29	135,891.50	105,579.68	186,999.03	71,133.04	227,682.79	776,822.33	5,173,760.67

6

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00		2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33		3,116.63	383.37
5812 NIRPC SERVICES	145,000.00	12,055.26	13,069.34	12,325.44	12,791.69	12,472.03		137,986.63	7,013.37
5821 TRAVEL/MILEAGE	2,500.00	30.80	155.80	36.40	68.00	0.00		910.40	1,589.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	30.00	0.00	0.00		66.82	1,933.18
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	0.00	0.00		6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	549.22	559.76	394.86	460.23	453.43		5,532.08	967.92
5825 MEETING EXPENSES	5,000.00	0.00	59.67	235.34	179.11	0.00		849.07	4,150.93
5840 PROFESSIONAL SERVICES	1,700,000.00	26,077.53	65,809.52	32,736.26	42,757.54	127,251.52		800,527.67	899,472.33
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	116.00	98.00	0.00	2,551.00	198.00		179,073.86	1,448,926.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	45,149.27	0.00	30,031.83	3,924.10		83,796.52	916,203.48
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	0.00
	5,950,583.00	39,112.14	125,184.69	46,041.63	89,122.73	144,582.41	0.00	1,220,865.93	4,729,717.07

# CLAIMS PAYABLE FOR NOVEMBER 2007

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER THROUGH NOVEMBER 26,2007
5812	NIRPC	12,424.38	SERVICES PERFORMED OCTOBER 2007
5812	UPS	47.65	OVERNIGHT MAIL
5824	VERIZON NORTH	133.47	BILLING PERIOD 11/16/07-12/16/07(TOTAL BILL 246.29 KRBC 112.82)
5824	AT & T	319.96	BILLING PERIOD 10/14/07-11/15/07(TOTAL BILL 328.36 KRBC 8.40 )
5841	VALE APPRAISAL GROUP	7,200.00	APPRAISALS RE: DC-1309,1311,1338,1346,1349, & 1350
5841	VALE APPRAISAL GROUP	4,800.00	APPRAISALS RE: DC-1330,1316,1318, & 1339
5841	JONATHAN LANDING	8,400.00	APPRAISALS RE: DC-1383,1387-1392
5841	BOCHNOWSKI APPRAISAL COMPANY	18,600.00	APPRAISALS RE: DC-1321-1335
5841	BOCHNOWSKI APPRAISAL COMPANY	2,400.00	APPRAISALS RE: DC-1313 & 1319
5841	ALLSTATE APPRAISAL	54,750.00	APPRAISALS RE: DC-1300,1301,,1303-1305,1308-1309,1311-1335,1338-1339,1346,1349-1352,1355-1363,1365-1366,1368-1370,1372-1373,1375-1384,1387-1392,1394,1396
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1360
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1361
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1362
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1363
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1365
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1351
5844	JAMES E POKRAJAC	6,026.10	ENGINEERING/LAND AGENT 10/16/07-10/31/07
5844	JAMES E POKRAJAC	336.00	OCTOBER MILEAGE
5844	JAMES E POKRAJAC	5,571.30	ENGINEERING/LAND AGENT 11/1/07-11/15/07
5844	JUDITH VAMOS	4,031.63	LAND ACQUISITION AGENT SERVICES 10/16/07-10/31/07
5844	JUDITH VAMOS	25.20	OCTOBER MILEAGE
5844	JUDITH VAMOS	3,804.20	LAND ACQUISITION AGENT SERVICES 11/1/07-11/15/07
5844	G. LORRAINE KRAY	506.40	CREDITING TECH & LAND ACQUISITION ASST 10/16/07-10/18/07
5844	G. LORRAINE KRAY	1,213.25	CREDITING TECH & LAND ACQUISITION ASST 11/1/07-11/15/07
5844	SANDY MORDUS	212.50	CREDITING TECHNICIAN SERVICES 10/16/07-10/29/07
5844	SANDY MORDUS	175.00	CREDITING TECHNICIAN SERVICES 11/1/07-11/13/07
5849	CASALE,WOODWARD & BULS LLP	8,071.94	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 11/26/07
5849	CASALE WOODWARD & BULS LLP	528.00	LAND UTILITY RELOCATION/LEGAL SERVICE THROUGH 11/26/07
5861	LAKE COUNTY RECORDER	90.00	RECORD EASEMENTS RE: DC-1131.1241 & 1244
5861	LAKE COUNTY RECORDER	108.00	RECORD EASEMENTS RE: DC-1176,1246
5882	GATLIN PLUMBING & HEATING INC	846.00	EXPENSE INCURRED RE: UTILITY FOR DC-1302
5882	NORFOLK SOUTHERN	3,078.10	COST INCURRED BY NSRR FOR BURR ST PHASE II EAST

**TOTAL**

**144,582.41**



**APPROVAL TO PAY THE FOLLOWING INVOICES  
FROM O&M FUND  
December 7, 2007**

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- **\$52.88 to T-Mobile for costs incurred for cell phone for engineer field work; monthly service 10/11/07 – 11/10/07**
- **\$6,341.00 to Austgen Electric Inc. for repair of some remaining gates and installation of adapters**

**TOTAL \$ 6,393.88**

8

**STAGE VII – MUNSTER**  
**(Northcote to Columbia, south of the river)**

**CLAIMS PAYABLE FOR DECEMBER 2007**  
**TO BE DRAWN FROM MUNSTER – UP TO \$302,000**

---

<u>Budget Code</u>	<u>DC Number</u>	<u>Amount</u>
5860	DC-1236	\$15,178
TOTAL		<u>\$15,178</u>

(Claim total previously approved and paid out - \$ 191,907)

(Remaining monies from town of Munster - \$ 94,915)

# FLOODING CONTROL RISING TO TOP AT RDA

Little Cal project could negate need  
for flood insurance for homeowners

BY KEITH BENMAN

kbenman@nwitimes.com

219.933.3326

The Little Calumet flood control project could get a \$6 million shot in the arm in two weeks, speeding up the day when 8,000 homeowners will no longer have to pay for flood insurance.

A Northwest Indiana Regional Development Authority committee voted 5-0 Tuesday to forward the \$6 million request to the full board, which meets Nov. 27.

"At its heart, the Little Calumet flood project is an urban infrastructure project," said Dan Gardner, executive director of the Little Calumet River Basin Commission. "It basically provides flood protection, economic development opportunities and possibilities for recreation once it is finished."

Gov. Mitch Daniels and U.S. Rep. Pete Visclosky, D-Ind., made the original request for the money. Some RDA members have signaled that will make it hard to refuse.

See RDA, A5

## VALPO BUS

The RDA committee also voted 5-0 to forward to the full board a request for \$2 million for buses for an express service from Valparaiso to downtown Chicago. But the committee also told Valparaiso Mayor Jon Costas it wants to know just how soon a similar service will be provided in Lake County.

## RDA

Continued from A3

About 8,000 homes, 500 businesses and areas around two college campuses would be taken out of the flood plain once work is complete. That would save homeowners alone about \$6 million in flood insurance payments, Gardner said.

The governor said in his letter that he would work with the Indiana General Assembly to appropriate the \$6 million so it could be paid back to the RDA.

RDA board member Bill Joiner said that pledge should not be taken as a guarantee the legislature will appropriate the money.

The Little Calumet flood control project vote was one of a number on Tuesday that showed the RDA is ready to expand its role and even step outside of the "four corners" of projects mandated by its enabling legislation.

The RDA committee also voted 5-0 to forward to the full board a request for \$2 million

for buses for an express service from Valparaiso to downtown Chicago.

But the committee also told Valparaiso Mayor Jon Costas it wants to know just how soon a similar service will be provided in Lake County. It also signaled Valparaiso will have to make the request in conjunction with the Regional Bus Authority.

"Given we are using money that's coming from all of Northwest Indiana, all Northwest Indiana should feel it can eventually benefit from this service," Joiner said.

The RDA committee also forwarded to the full RDA board a request for \$125,000 for a study of high speed rail with a favorable recommendation.

RDA member Harley Snyder said the study will be valuable for knowing more about the future of the Gary/Chicago International Airport, which many people think needs a direct rail link to downtown Chicago to be successful.

# RDA recommends \$6M for Little Cal

■ Funding will enable  
\$200 million project to be  
completed by late 2009.

By ERIK POTTER

Post-Tribune staff writer

The final funding piece in the decades-long effort to protect homes along the Little Calumet River from flooding got an initial nod of approval Tuesday.

A committee of the Northwest Indiana Regional Development Authority recommended that the full RDA board approve the \$6 million funding request to complete the final two stages of the \$200 million flood control project.

The \$6 million would allow the local project leaders, the Little Calumet River Basin Development Commission, to qualify for the remaining federal funds reserved for the project and finish construction by the end of 2009.

The request represents some new territory for the RDA, as the Little Calumet levee project is not one of the four projects specifically named in the state law that created the group, nor is it contained in the RDA's comprehensive plan.

However, Dan Gardner, director of the Little Calumet Commission, argued that the project fits squarely in the fifth area mentioned in state law: economic development.

"At its heart, this is an urban infrastructure project," Gardner said, stressing the benefits of opening up former flood plains for economic develop-

ment and freeing up money that currently goes to buy flood insurance for use in the local economy.

The Little Calumet request reaches the RDA because the state funded only \$2 million of the \$8 million the commission requested to finish construction, leaving a \$6 million gap to fill.

With another two years remaining before the next state budget cycle, both Republican Gov. Mitch Daniels and Democratic U.S. Rep. Pete Visclosky, D-Merrillville, signed on to a letter to the RDA requesting that the group front the remaining \$6 million so the project could move forward, with the promise that the state would reimburse the money later on.

The RDA unanimously sent the request forward with the condition that some framework for a repayment plan be worked out.

If that plan can be worked out quickly, the RDA could approve the project next week at its November board meeting. If not, it will wait until January.

In other business, the committee recommended that the full board approve a \$2 million funding request for an express bus service line from Valparaiso to Chicago, though committee members want to see more details about how the plan will work.

The service is designed to be an incubator for the proposed South Shore rail line extension to Valparaiso, building demand in the area for a mass transit alternative to the existing South Shore line.





**US Army Corps  
of Engineers**

## Public Notice

Date: November 28, 2007

### Little Calumet River Flood Control and Recreation Project, Stage V-2 Construction

On Sept. 29, 2007, the Corps of Engineers awarded Local Flood Protection Little Calumet River, Indiana Stage V-2 construction contract to Dyer Construction Company, Inc. Weather permitting, work is currently scheduled for completion by 2010. The contractor has started survey work along Hawthorne and River Drive in preparation for the start of clearing and grubbing operations. The contractor plans to drive sheet piling during the winter 2007-2008 season.

#### Scope of work:

The contractor is responsible for providing all necessary facilities, plants, labor, transportation, materials, and equipment to construct a levee protection systems consisting of approx. 11,755 ft of earthen levee; 360 ft of sheet pile wall; 3,520 ft of floodwall; 810 ft of utility corridor floodwall (option item); two railroad closure structures; 1,600 ft access ramps; 1-270 ft span, one 140 ft span and one 232 ft span pedestrian bridges (option items); 2,100 ft of ditches; 360 ft of drains; one flood control structure constructed in the channel; gateway structures; outlet improvements; and riprap for erosion control, recreation trail, and other work items identified in the bid schedule.

#### Sequence of events (for next few months):

Over the next month or two, the contractor and local utility companies will prepare the site for construction work. This will involve surveying and laying out of the work limits, the levee centerline, and flood wall alignment. This work will also involve the relocation of utility lines, if needed, to allow the construction to proceed. In general, this work will start at the west end of the project and work toward the east end.

Following the site preparatory work, in late fall/early winter and prior to removing the brush and trees to allow the construction to proceed, Corps of engineers and the contractor will mark the trees which will be saved within the work limits. This activity will also start at the west end of the site and work toward the east. The next major stage of the project will be the installation of steel sheet pile and concrete flood walls. This work should begin in December and proceed through the winter and into spring. Steel sheet pile flood wall construction will begin in the area along South River Drive at the Baring Avenue Pump Station. Then sheet pile floodwalls will be constructed along Hawthorne Avenue and North Drive in Highland. Construction of the Wicker Park sheet pile wall along Hart Ditch will follow.

In late winter or early spring, the contractor will begin to work on the earthen levees. The contractor will start hauling in and placing levee embankment soils on the south side of the river within Wicker Park, along South River Drive, and along Hawthorne Avenue. The contractor may also begin placing earthen levee embankment on the north side of the river in the area between Indianapolis Boulevard and Northcote.

#### Traffic and other interruptions:

There will most likely be some traffic interruptions during construction work. Every effort will be made to minimize them. The south end of Hawthorne at the sheet pile wall will be open to local traffic only, with possible temporary closures for a few hours to unload materials.

Trucks delivering levee soil to Wicker Park will probably enter the park from Ridge Road and exit on Indianapolis Boulevard. The Wicker Park bike path will be closed during construction. Pending coordination between the contractor and Hammond public works, access to deliver soil for the South River Drive/Hawthorne levee will be off of Northcote, through Hammond. Every effort will be made to comply with the local ordinance.

**Points of contact:** Thank you for your continued cooperation and patience. Please direct questions and/or comments to Lynne Whelan, Corps of Engineers, Public Affairs Office, at (312) 846-5330, or Imad Samara, Corps of Engineers, Project Management Branch, at (312) 846-5560.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
FINANCIAL STATEMENT  
JANUARY 1, 2007 - OCTOBER 31, 2007

CASH POSITION - JANUARY 1, 2007

CHECKING ACCOUNT

LAND ACQUISITION	180,024.55	
GENERAL FUND	52,129.93	
TAX FUND	0.00	
INVESTMENTS		
SAVINGS	760,563.12	
ESCROW ACCOUNT INTEREST	4,411.06	
		997,128.66

RECEIPTS - JANUARY 1, 2007- OCTOBER 31, 2007

LEASE RENTS	138,424.80	
INTEREST INCOME(FROM CHECKING)	1,741.01	
LAND ACQUISITION	1,156,425.16	
ESCROW ACCOUNT INTEREST	8,913.68	
MISC. RECEIPTS	1,165.00	
KRBC REI	1,060.74	
TRANSFERRED FROM SAVINGS	596,527.88	
CITY OF MUNSTER FOR PROPERTIES	191,997.00	
TOTAL RECEIPTS		2,096,255.27

DISBURSEMENTS - JANUARY 1, 2007 - OCTOBER 31, 2007

ADMINISTRATIVE

2004 EXPENSES PAID IN 2005	150,159.58	
PER DIEM	5,100.00	
LEGAL SERVICES	2,833.30	
NIRPC	124,180.72	
TRAVEL & MILEAGE	1,225.60	
PRINTING & ADVERTISING	36.82	
BONDS & INSURANCE	6,481.25	
TELEPHONE EXPENSE	6,478.86	
MEETING EXPENSE	949.95	
LAND ACQUISITION		
LEGAL SERVICES	95,970.93	
APPRAISAL SERVICES	147,900.00	
ENGINEERING SERVICES	36,914.05	
LAND PURCHASE CONTRACTUAL	59,665.00	
FACILITIES/PROJECT MAINTENANCE SERVICES		
OPERATIONS SERVICES	44,603.90	
LAND MANGEMENT SERVICES	188,022.42	
SURVEYING SERVICES	192,409.80	
MISCELLANEOUS EXPENSES		
ECONOMIC/MARKETING SOURCES		
PROPERTY & STRUCTURE COSTS	288,747.06	
MOVING ALLOCATION		
TAXES		
PROPERTY & STRUCTURES INSURANCE		
UTILITY RELOCATION SERVICES	71,690.51	
LAND CAPITAL IMPROVEMENT		
STRUCTURAL CAPITAL IMPROVEMENTS		
BANK CHARGES MERCANTILE	52.00	
PASS THROUGH FOR SAVINGS	678,335.40	
PAYBACK TO SAVINGS		
TOTAL DISBURSEMENTS		1,951,597.57

CASH POSITION - OCTOBER 31, 2007

CHECKING ACCOUNT

LAND ACQUISITION	281,610.79	
GENERAL FUND	86,287.71	
TAX FUND		
TOTAL FUNDS IN CHECKING ACCOUNT		367,898.50

CHASE SAVINGS ACCOUNT BALANCE

89,044.76

(LAND ACQ IN HOUSE PROJECT FUNDS)

\*38,054.35

(O & M MONIES)

\*\*46,560.42

\*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 4,429.99

\*\*\*Note: Interest deposited from Savings 25,700; Escrow Interest 4,418; Burr St Interest 5,220

TOTAL SAVINGS

89,044.76

ESCROW ACCOUNT INTEREST AVAILABLE

8,906.74

TOTAL OF ALL ACCOUNTS

465,850.00

## **BUDGET TRANSFER**

It appears that the only budget line that is coming up short for year end expenses is the NIRPC Services line item. We propose to transfer funds from three other budget lines to the NIRPC line in anticipation of December's invoice. By transferring funds from the three lines, we will remain within our Administrative budget. The remaining budget lines should have enough funds to cover December's invoices.

- Approval to transfer \$1,000 from Budget Line 5821 (Travel/Mileage) into Budget Line 5812 (NIRPC Services) ✓

- Approval to transfer \$1,500 from Budget Line 5822 (Printing/Advertising) into Budget Line 5812 (NIRPC Services) ✓

- Approval to transfer \$4,000 from Budget Line 5825 (Meeting Expenses) into Budget Line 5812 (NIRPC Services) ✓ Dist out.

Total transfer is \$6,500

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

**MONTHLY BUDGET REPORT, REVISED**

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33	283.33	1,699.98	1,800.02
5812 NIRPC SERVICES	145,000.00	11,742.56	12,743.90	12,536.24	13,188.58	12,475.34	12,586.25	75,272.87	69,727.13
5821 TRAVEL/MILEAGE	2,500.00	38.40	41.00	12.40	14.00	24.40	489.20	619.40	1,880.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	1,963.18
5823 BONDS/INSURANCE	8,000.00	0.00	150.00	0.00	6,406.25	0.00	0.00	6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	469.54	472.65	527.86	553.80	506.48	584.25	3,114.58	3,385.42
5825 MEETING EXPENSES	5,000.00	79.50	188.50	106.95	0.00	0.00	0.00	374.95	4,625.05
5840 PROFESSIONAL SERVICES	1,700,000.00	35,139.96	72,326.12	77,003.90	163,308.17	56,647.33	101,469.82	505,895.30	1,194,104.70
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	1,783.00	49,686.00	15,109.00	15.00	0.00	109,517.86	176,110.86	1,451,889.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	0.00	0.00	3,229.90	1,196.16	265.26	4,691.32	995,308.68
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	1,442,583.00
	<b>5,950,583.00</b>	<b>49,536.29</b>	<b>135,891.50</b>	<b>105,579.68</b>	<b>186,999.03</b>	<b>71,133.04</b>	<b>227,682.79</b>	<b>776,822.33</b>	<b>5,173,760.67</b>

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00		2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33		3,116.63	383.37
5812 NIRPC SERVICES	145,000.00	12,055.26	13,069.34	12,325.44	12,791.69	12,472.03		137,986.63	7,013.37
5821 TRAVEL/MILEAGE	2,500.00	30.80	155.80	36.40	68.00	0.00		910.40	1,589.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	30.00	0.00	0.00		66.82	1,933.18
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	0.00	0.00		6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	549.22	559.76	394.86	460.23	453.43		5,532.08	967.92
5825 MEETING EXPENSES	5,000.00	0.00	59.67	235.34	179.11	0.00		849.07	4,150.93
5840 PROFESSIONAL SERVICES	1,700,000.00	26,077.53	65,809.52	32,736.26	42,757.54	163,162.44		836,438.59	863,561.41
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	116.00	98.00	0.00	2,551.00	953.48		179,829.34	1,448,170.66
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	45,149.27	0.00	30,031.83	39,412.94		119,285.36	880,714.64
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	1,442,583.00
	<b>5,950,583.00</b>	<b>39,112.14</b>	<b>125,184.69</b>	<b>46,041.63</b>	<b>89,122.73</b>	<b>216,737.65</b>	<b>0.00</b>	<b>1,293,021.17</b>	<b>4,657,561.83</b>



# VISCLOSKY SHOOTING FOR \$58M FOR NWI

Development, flood control,  
to benefit from spending bill

U.S. Rep. Pete Visclosky, D-Ind., announced Monday the region is poised to receive \$58 million for local projects for flood control, environmental protection and infrastructure improvements. The projects were included in a consolidated appropriations bill that is set for a vote in the House of Representatives later this week, Visclosky's office reported. The measure also would require a vote in the U.S. Senate before heading to the president.

The projects include:  
 • \$17.8 million to continue the construction of the confined disposal facility in the Indiana Harbor in East Chicago, including an air monitoring program and a groundwater treatment plant  
 • \$14.8 million for levee work along the Little Calumet River, which includes 22 miles of levees and flood walls in Gary, Griffith, Hammond, Highland and Munster.  
 • \$5.9 million to continue development of the Northwest Indiana Computational Grid, a cooperative effort between Purdue University Calumet, Notre Dame and Argonne National Laboratory.

• \$5.4 million for projects at the Burns Waterway Harbor International Port, including navigational dredging, infrastructure repairs and condition surveys.  
 • \$4.3 million for a project to restore water quality in Cedar Lake.  
 • \$2 million to expand the Purdue Technology Center of Northwest Indiana by 12,000 square feet to accommodate more business recruitment efforts.  
 • \$2 million to build a methane gas cogeneration plant in Munster that would convert gas from waste and refuse into electricity for the local power grid. - THE TIMES

The Times  
Tuesday, Dec. 18, 2001





# 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 MARSZALEK, Vice Chairman  
*Governor's Appointment*

R. KENT GURLEY, Treasurer  
*Lake County Commissioners' Appointment*

CHARLIE RAY, Secretary  
*Porter County Commissioners' Appointment*

ARLENE COLVIN  
*Mayor of Gary's Appointment*

STEVE DAVIS  
*Dept. of Natural Resources' Appointment*

MARK GORDISH  
*Mayor of Hammond's Appointment*

ROBERT HUFFMAN  
*Governor's Appointment*

JOHN MROCZKOWSKI  
*Governor's Appointment*

DR. MARK RESHKIN  
*Governor's Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

*RAA my  
Feb. 12*

## FINANCE COMMITTEE MEETING

Tuesday, December 18, 2007

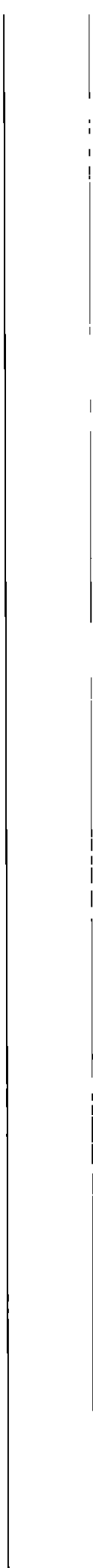
5:00 p.m.

LCRBDC Portage Office

1. Year End Financial Status
  - Financial Statement (thru October)
  - Current Financial position
  - Estimated Income
  - Corps escrow estimates for 2008, 2009, and 2010
  - Proposed 2008 Operating budget
2. Renewal of other services contracts:
  - Independent Contractors:
    - Jim Pokrajac – Engineering services
    - Judy Vamos – Land Acquisiton services
    - Lorraine Kray – Land Acquisiton crediting services
    - Sandy Mordus – Administrative crediting services
  - Legal services – Casale, Woodward & Buls
3. Proposed NIRPC contract for administrative services for 2008

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4  
5  
6  
7  
8*

*9-14*



LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
FINANCIAL STATEMENT  
JANUARY 1, 2007 - OCTOBER 31, 2007

CASH POSITION - JANUARY 1, 2007

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TAX FUND	0.00	
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	<hr/>	997,128.66

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CITY OF MUNSTER FOR PROPERTIES	191,997.00	
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DISBURSEMENTS - JANUARY 1, 2007 - OCTOBER 31, 2007

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LAND MANGEMENT SERVICES	188,022.42	
SURVEYING SERVICES	192,409.80	
MISCELLANEOUS EXPENSES		
ECONOMIC/MARKETING SOURCES		
PROPERTY & STRUCTURE COSTS	288,747.06	
MOVING ALLOCATION		
TAXES		
PROPERTY & STRUCTURES INSURANCE		
UTILITY RELOCATION SERVICES	71,690.51	
LAND CAPITAL IMPROVEMENT		
STRUCTURAL CAPITAL IMPROVEMENTS		
BANK CHARGES MERCANTILE	52.00	
PASS THROUGH FOR SAVINGS	678,335.40	
PAYBACK TO SAVINGS		
TOTAL DISBURSEMENTS		1,951,597.57

CASH POSITION - OCTOBER 31, 2007

CHECKING ACCOUNT		
LAND ACQUISITION	281,610.79	
GENERAL FUND	86,287.71	
TAX FUND		
TOTAL FUNDS IN CHECKING ACCOUNT		367,898.50

CHASE SAVINGS ACCOUNT BALANCE	89,044.76
(LAND ACQ IN HOUSE PROJECT FUNDS)	*38,054.35
(O & M MONIES)	**46,560.42

\*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 4,429.99

\*\*\*Note: Interest deposited from Savings 25,700; Escrow Interest 4,418; Burr St Interest 5,220

TOTAL SAVINGS	89,044.76
ESCROW ACCOUNT INTEREST AVAILABLE	8,906.74
TOTAL OF ALL ACCOUNTS	<hr/> 465,850.00

# LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

## MONTHLY BUDGET REPORT, REVISED

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33	283.33	1,699.98	1,800.02
5812 NIRPC SERVICES	145,000.00	11,742.56	12,743.90	12,536.24	13,188.58	12,475.34	12,586.25	75,272.87	69,727.13
5821 TRAVEL/MILEAGE	2,500.00	38.40	41.00	12.40	14.00	24.40	489.20	619.40	1,880.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	1,963.18
5823 BONDS/INSURANCE	8,000.00	0.00	150.00	0.00	6,406.25	0.00	0.00	6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	469.54	472.65	527.86	553.80	506.48	584.25	3,114.58	3,385.42
5825 MEETING EXPENSES	5,000.00	79.50	188.50	106.95	0.00	0.00	0.00	374.95	4,625.05
5840 PROFESSIONAL SERVICES	1,700,000.00	35,139.96	72,326.12	77,003.90	163,308.17	56,647.33	101,469.82	505,895.30	1,194,104.70
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	1,783.00	49,686.00	15,109.00	15.00	0.00	109,517.86	176,110.86	1,451,889.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	0.00	0.00	3,229.90	1,196.16	265.26	4,691.32	995,308.68
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	1,442,583.00
	5,950,583.00	49,536.29	135,891.50	105,579.68	186,999.03	71,133.04	227,682.79	776,822.33	5,173,760.67

	2007							ALLOCATED	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BUDGETED
									BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00		2,450.00	5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33		3,116.63	383.37
5812 NIRPC SERVICES	145,000.00	12,055.26	13,069.34	12,325.44	12,791.69	12,472.03		137,986.63	7,013.37
5821 TRAVEL/MILEAGE	2,500.00	30.80	155.80	36.40	68.00	0.00		910.40	1,589.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	30.00	0.00	0.00		66.82	1,933.18
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	0.00	0.00		6,556.25	1,443.75
5824 TELEPHONE EXPENSES	6,500.00	549.22	559.76	394.86	460.23	453.43		5,532.08	967.92
5825 MEETING EXPENSES	5,000.00	0.00	59.67	235.34	179.11	0.00		849.07	4,150.93
5840 PROFESSIONAL SERVICES	1,700,000.00	26,077.53	65,809.52	32,736.26	42,757.54	163,162.44		836,438.59	863,561.41
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	116.00	98.00	0.00	2,551.00	953.48		179,829.34	1,448,170.66
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	45,149.27	0.00	30,031.83	39,412.94		119,285.36	880,714.64
5883 PROJECT LAND CAP. IMPROV.								0.00	0.00
5884 STRUCTURES CAP. IMPROV.								0.00	0.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00	1,442,583.00
	5,950,583.00	39,112.14	125,184.69	46,041.63	89,122.73	216,737.65	0.00	1,293,021.17	4,657,561.83

**CURRENT FINANCE POSITION – DECEMBER 13, 2007**

\$2 million allocated from the 2007/09 biennium - **\$1,590,580**

Monies earmarked down state for "critical path" approved at State Budget Committee meeting on February 14, 2007 - \$18,478 (State budget figures shows we have \$37,966 higher than what my records show. That being the case, we should be able to draw on **\$56,444** - I need to verify)

<sup>000</sup>  
\$700 C.D. note that was put into a high-balance account at the Chase Bank (currently earning 4.17%) that we are using for in-house draws on Stage VII & VIII - **\$38,054**

O&M monies - \$46,507

Miscellaneous interest monies from high-balance account - **\$4,687**

Miscellaneous interest monies from Escrow Account - **\$11,240**





## CURRENT LEASES – 2008

<u>Lessee</u>	<u>Lease Agreement</u>	<u>Yearly Income</u>	<u>Comments</u>
Chicago Towers (Includes Ameritech)	\$1,568 per month	\$18,816	• Current lease since July 5, 2005 – July 5, 2010 (Increase every 5 years based on Metro Chicago Consumer Price Index)
3 LAMAR signs			
Sign #1050	\$ 818 per year	\$ 818	West side of Grant – ½ mile south of I-80/94
Sign #3475	\$4,986.24 per year	\$ 4,986.24	West of Grant – South of I-80/94
Sign #3480	\$4,986.24 per year	<u>\$ 4,986.24</u>	West of Grant – South of I-80/94
		\$10,790.48	
Ed & Tim Bult		\$ 12,190	• Chase to Grant (Both sides of 35 <sup>th</sup> Avenue) Approx. 100 acres • Chase to Grant (Between the levees) Approx. 130 acres
Gary Dunlap		\$ 7,000	• West of Clay Street, North of Burns Ditch • Based on farming 110 acres of the 175 acres
Jerry Ewen		\$ 3,900	• North of I-80/94, West of I-65 • Based upon 50 acres of tillable land
View Outdoor Advertising	\$27,000 per year (approx)	\$27,000 (approx) \$81,000 (approx)	• 3 billboards in the area of I-80/94 & west of I-65 • 9 additional billboards along I-80/94 corridor
<b>TOTAL INCOME</b>		<b>\$160,696.48 (approx)</b>	

# LITTLE CA

P

Enclosure 1

18-Dec-07		FY 07		FY 10			Acquisition	Relocation Cost
CONTRACT	TOTAL CONTRACT COST	Fed	10/06-9/07 Non-Fed	Fed	10/06-9/10 Non-Fed	Total Per FY	Non-Fed	Non-Fed
Burr Street 2 (Gary)*	\$2,400,000							
Burr Street 2 (LCRBDC)	\$3,300,000	\$1,600,000	\$1,700,000					
Pump Station 1A	\$4,900,000							
North 5th Pump Station								
Stage VI-1 S	\$6,733,500	\$1,209,000	\$91,000					
Stage VI-1 N	\$5,567,000	\$3,162,000	\$238,000					
Design/CM/PM Effort		\$1,395,000	\$105,000	\$465,000	\$35,000	\$500,000		
A/E Contracts	\$100,000	\$279,000	\$21,000	\$46,500	\$3,500	\$50,000		
Stage VI-2	\$4,206,000	\$1,819,080	\$136,900					
Stage V-2 & V-3	\$14,199,700	\$4,742,721	\$356,900					
Stage V-2 Bridge	\$1,500,000	\$250,000	\$250,000					
Stage VIII	\$16,000,000			\$1,953,000	\$147,000	\$2,100,000		
Stage VII	\$6,176,500			\$93,465	\$7,035	\$100,500		
Stage III Remediation								
Wetland Mitigation*	\$1,170,000	\$28,500	\$1,000	\$190,000	\$10,000	\$200,000		
Landscaping 2	\$650,000	\$95,000	\$5,000					
Pump Station 2 A	\$1,400,000			\$4,650,000	\$350,000	\$5,000,000		
Pump Station 2 B	\$13,100,000			\$279,000	\$21,000	\$300,000		
Wetland Mitigation (Hobart)	\$2,500,000	\$279,000	\$21,000					
Recreation Cont 2	\$600,000							
Total		\$14,859,301	\$2,926,000	\$7,676,965	\$573,535	\$8,250,500		



**PROPOSED**  
**2008 OPERATING BUDGET**

**ADMINISTRATIVE BUDGET**


• Per Diem expenses	\$ 7,000
• Legal Services	\$ 3,500
• NIRPC Services	\$ 149,000
• Travel and Mileage	\$ 2,000
• Printing and Advertising	\$ 1,000
• Bonds and Insurance	\$ 8,000
• Telephone Costs	\$ 6,500
• Meeting Expenses	\$ 3,000

Sub-Total      \$ 180,000

**O&M BUDGET**

\$ 46,507.

**LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET**

• Professional/Consultant Services & Land Acquisition/Easement Costs	\$ 1,685,078
• Utility Relocation/Railroad Crossings Costs (remaining IEDC monies appropriated)	\$ 1,250,000
• Project Cost Share Payments/Escrow Account to be paid to the Corps in 2008	\$ 1,226,025 

*modify in  
MARCA.*

## **INDEPENDENT CONTRACTORS' FEES**

### **Increases in 2007:**

• Jim Pokrajac	4.6% increase (\$2.50/hour)	\$ 56.85
• Judy Vamos	5.1% increase (\$2.00/hour)	\$ 41.35
• Lorraine Kray	6.3% increase (\$1.25/hour)	\$ 21.10
• Sandy Mordus	No increase	\$ 25.00

### **Recommended for 2008:**

• Jim Pokrajac	5% increase (\$2.85/hour increase)	\$ 59.70
• Judy Vamos	5.5% increase (\$2.27/hour increase)	\$43.62
• Lorraine Kray	6.5% increase (\$1.37/hour increase)	\$ 22.47
• Sandy Mordus	6% increase (\$1.50/hour increase)	\$ 26.50

**Legal services contract - No increase in 2008**

*J*

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

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

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

1. (1) NIRPC shall assign Daniel Gardner to serve part time in the capacity of Executive Director of the Little Calumet River Basin Development Commission. NIRPC shall assign Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. For these services the LCRBDC shall compensate NIRPC nine thousand fifty (\$9,050) dollars per month. This fee is intended to cover direct salaries and fringe benefits.

(\$8,800)  
+ \$250  
2.8 %  
increase

(2) NIRPC shall provide the LCRBDC with the provision of space, basic utilities such as gas, electric and water, use of conference and meeting rooms, use of other common facilities, and the provision of reception services including the answering of telephones and greeting of visitors. For these services, the LCRBDC shall compensate NIRPC one thousand one hundred eighty-five (\$1,185) dollars per month.

(\$1,140)  
+ \$45  
3.9 %  
increase

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

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

reception services including the answering of telephones and greeting of visitors.

- C. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with three additional 10' by 10' offices and one partitioned space for use by its employees, contractors or agents. For these staff spaces, the LCRBDC shall compensate NIRPC at the rate of one thousand two hundred (\$1,200) dollars per month. Should the LCRBDC desire additional space, NIRPC will make it available at a mutually agreed to cost. (\$1,100)  
+ \$100  
9%  
increas
- D. NIRPC shall set the salaries for those employees working primarily for the LCRBDC at levels mutually agreed to by the LCRBDC and the NIRPC Executive Director.
- E. The Executive Director of the LCRBDC will continue to function as Chief Staff Officer for the LCRBDC and be responsible for the operational and administrative functioning thereof including, but not limited to, the following:
- Attendance at all regular and special meetings of the LCRBDC.
  - The conduct and coordination of negotiations for the Local Cooperation Agreement with the Army Corps of Engineers and all necessary State, County and local sub-Agreements to cause the construction and ensure funding of the flood control/recreation project and breakwater project.
  - The negotiation, coordination and/or preparation of all Federal, State and local legislative contracts, hearings and presentations relative to the LCRBDC business.
  - The presentation and negotiation with local municipalities, park boards, highway departments and sanitary boards relating to needed items of cooperation for the flood control, recreation and marina projects along the Little Calumet River.
- F. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of one thousand six hundred (\$1600) dollars per month. (\$780)  
+ \$820  
105%  
increas
1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.

2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.
  3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.
  4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.
  5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.
- G. The LCRBDC and NIRPC shall work out arrangements for telephone service and equipment in a manner that is mutually agreeable and cost effective to both parties.
- H. NIRPC shall make available use of its postage machine. Actual postage costs shall be billed to the LCRBDC.
- I. NIRPC shall make available to the LCRBDC the use of its copy machines. Use of this equipment will be billed at the rate of \$5.00 per month plus \$.06 per black & white copies and \$.20 per copy for color copies. (same)
- J. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of \$5.00 per month plus actual long distance phone charges. (same)
- K. LCRBDC agrees not to install within the NIRPC offices telephone, copier, or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the LCRBDC.
- L. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics, printing, and clerical time charges will be billed at forty dollars (\$40.00) per hour. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work. (\$30)  
+ \$10  
33 1/3% increase



- M. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.
- N. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.
- O. This agreement shall be effective January 1, 2008 and shall terminate December 31, 2008. However, either party may terminate the agreement at an earlier date by providing written notice of intent at least sixty (60) days prior to an effective termination date, which shall coincide with the last day of a calendar month.

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

By:

By:

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**John Swanson  
Executive Director**

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**Chairperson**

**ATTEST:**

**ATTEST:**

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**Mary Jane Shkroba  
Director of Finance & Administration**

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**Secretary**

DAN GARDNER	
2008 ANNUAL SALARY	81,609.00
2008 STEP BONUS	1,360.00
FICA TAXES	6,243.09
PERF CONTRIBUTIONS	7,140.79
HEALTH INSURANCE	6,672.00
WORKERS COMP	150.00
UNEMPLOYMENT	175.00
DISABILITY INSURANCE	1,058.72
	<u>104,408.59</u>

SANDY MORDUS	
2008 ANNUAL SALARY	38,951.00
2008 STEP BONUS	650.00
FICA TAXES	2,979.75
PERF CONTRIBUTIONS	3,408.21
HEALTH INSURANCE-SELF	6,672.00
HEALTH INSURANCE-SPOUSE	2,700.00
WORKERS COMP	150.00
UNEMPLOYMENT	175.00
DISABILITY INSURANCE	664.75
	<u>56,350.71</u>

50% Dan	52,204.30
100% Sandy	<u>56,350.71</u>
Annual Cost	108,555.01
Monthly Cost	<u>9,046.25</u>

Assigned Accountant (J. Penn)	
2008 ANNUAL SALARY	46,492.00
FICA TAXES	3,556.64
PERF CONTRIBUTIONS	4,068.05
HEALTH INSURANCE	-
WORKERS COMP	150.00
UNEMPLOYMENT	175.00
DISABILITY INSURANCE	747.53
	<u>55,189.22</u>
	<u>/12</u>
	4,599.10
	<u>x.35</u>
	<u>1,609.69</u>

NOTES:

PERF ER IS 8.75%		
Unemployment = 2.5% x first \$7,000.00 earned		
SS RATE ER ONLY IS .0620		
MEDICAL ER ONLY IS .0145		
TOTAL FOR FICA IS: .0765		
	Per Mo	Annual
DISABILITY S-T Cost IS:	31.10	373.20
DISABILITY L-T RATE IS:		0.0007
81,609.00 x .0007 =	57.13	<u>685.52</u>
		1,058.72

	Per Mo	Annual
DISABILITY S-T COST IS:	28.13	337.56
DISABILITY L-T RATE IS:		0.0007
38,951.00 x .0007 =	27.27	<u>327.19</u>
		664.75

	Per Mo	Annual
DISABILITY S-T COST IS:	29.75	357.00
DISABILITY L-T RATE IS:		0.0007
46,492.00 x .0007 =	32.54	<u>390.53</u>
		747.53

2007

DAN GARDNER	
2007 ANNUAL SALARY	79,619.00
2007 STEP BONUS	1,327.00
FICA TAXES	6,090.85
PERF CONTRIBUTIONS	5,971.43
HEALTH INSURANCE	7,080.00
WORKERS COMP	-
UNEMPLOYMENT	119.00
DISABILITY INSURANCE	1,042.00
	<u>101,249.28</u>

2008

DAN GARDNER		Increase
2008 ANNUAL SALARY	81,609.00	1,990.00
2008 STEP BONUS	1,360.00	33.00
FICA TAXES	6,243.09	152.24
PERF CONTRIBUTIONS	7,140.79	1,169.36
HEALTH INSURANCE	6,672.00	(408.00)
WORKERS COMP	150.00	150.00
UNEMPLOYMENT	175.00	56.00
DISABILITY INSURANCE	1,058.72	16.72
	<u>104,408.60</u>	<u>3,159.32</u>

SANDY MORDUS

2007 ANNUAL SALARY	38,001.00
2007 STEP BONUS	633.00
FICA TAXES	2,907.08
PERF CONTRIBUTIONS	2,850.08
HEALTH INSURANCE-SELF	7,080.00
HEALTH INSURANCE-SPOUSE	2,700.00
WORKERS COMP	-
UNEMPLOYMENT	119.00
DISABILITY INSURANCE	650.29
	<u>54,940.45</u>

SANDY MORDUS

2008 ANNUAL SALARY	38,951.00	950.00
2008 STEP BONUS	650.00	17.00
FICA TAXES	2,979.75	72.67
PERF CONTRIBUTIONS	3,408.21	558.13
HEALTH INSURANCE-SELF	6,672.00	(408.00)
HEALTH INSURANCE-SPOUSE	2,700.00	-
WORKERS COMP	150.00	150.00
UNEMPLOYMENT	175.00	56.00
DISABILITY INSURANCE	664.75	14.46
	<u>56,350.71</u>	<u>1,410.26</u>

50% Dan	50,624.64
100% Sandy	54,940.45
Annual Cost	<u>105,565.09</u>

50% Dan	52,204.30	1,579.66
100% Sandy	56,350.71	1,410.26
Annual Cost	<u>108,555.01</u>	<u>2,989.92</u>

Monthly Cost **8,797.09**Monthly Cost **9,046.25** 249.16

Assigned Accountant (J. Penn)

2007 ANNUAL SALARY	44,393.00
FICA TAXES	3,396.06
PERF CONTRIBUTIONS	3,329.48
HEALTH INSURANCE	-
WORKERS COMP	-
UNEMPLOYMENT	119.00
DISABILITY INSURANCE	723.42
	<u>51,960.96</u>
	<u>/12</u>
	<u>4,330.08</u>
	<u>x.18</u>
	<u><b>779.41</b></u>

Assigned Accountant (J. Penn)

2008 ANNUAL SALARY	46,492.00	2,099.00
FICA TAXES	3,556.64	160.57
PERF CONTRIBUTIONS	4,068.05	738.57
HEALTH INSURANCE	-	-
WORKERS COMP	150.00	150.00
UNEMPLOYMENT	175.00	56.00
DISABILITY INSURANCE	747.53	24.11
	<u>55,189.22</u>	<u>3,228.25</u>
	<u>/12</u>	
	<u>4,599.10</u>	<u>269.02</u>
	<u>x.35</u>	
	<u><b>1,609.69</b></u>	<u>830.27</u>

14

## STATEMENT OF RECEIPTS AND DISBURSEMENTS - ALL FUNDS

January 1, 2007 TO October 31, 2007

	LAND ACQ FUND	GENERAL FUND	TAX FUND	ESCROW ACCOUNT INTEREST	SAVINGS LEL	SAVINGS O & M	SAVINGS STATE DRAW	SAVINGS INTEREST	BURR ST PHASE II	INTEREST ON BURR ST ACT	TOTAL ALL FUNDS
<b>CASH POSITION - January 1, 2007</b>	180,024.55	52,129.93	-	4,411.06	-	88,000.63	208,518.45	21,314.06	426,672.47	16,057.51	997,128.66
<b>RECEIPTS</b>											138,424.80
LEASE RENTS		138,424.80									1,741.01
INTEREST INCOME CHECKING		1,741.01									23,400.21
INTEREST INCOME SAVINGS				8,913.68				8,835.93		5,650.60	
INTEREST INCOME INVESTMENTS											
INVESTMENT REDEEMED											1,279,143.40
LAND ACQUISITION	1,279,143.40										-
ESCROW ACCOUNT INTEREST											1,165.00
MISC RECEIPTS	1,165.00										1,060.74
KRBC REIMBURSEMENT(PHONE)		1,060.74									-
PROCEEDS VOIDED CHECKS											665,806.64
TRANSFERRED FROM SAVINGS	165,863.58	499,943.06									
INSURANCE CHECK											
<b>TOTAL RECEIPTS</b>	1,446,171.98	641,169.61	-	8,913.68	-		-	8,835.93	-	5,650.60	2,110,741.80
<b>DISBURSEMENTS</b>											5,100.00
PER DIEM		5,100.00	-								2,833.30
LEGAL SERVICES		2,833.30									124,180.72
MIRPC		124,180.72	-								1,225.60
TRAVEL & MILEAGE		1,225.60	-								36.82
PRINTING & ADVERTISING		36.82									6,481.25
BONDS & INSURANCE		6,481.25									6,478.86
TELEPHONE EXPENSE		6,478.86									949.95
MEETING EXPENSE		949.95									95,970.93
LAND ACQ LEGAL SERVICES	95,970.93										147,900.00
APPRAISAL SERVICES	147,900.00										36,914.05
ENGINEERING SERVICES	36,914.05										59,665.00
LAND PURCHASE CONTRACTUAL	59,665.00										-
FACILITIES/PROJECT MAINTEN SER											44,603.90
OPERATIONS SERVICES	44,603.90										188,022.42
LAND MANAGEMENT SERVICES	188,022.42										192,409.80
SURVEY SERVICES	192,409.80										-
MISCELLANEOUS SERVICES											-
ECON/MARKETING SOURCES											288,747.06
PROPERTY & STRUCTURE COST	288,747.06										-
MOVING ALLOC.											-
TAXES	-										-
PROPERTY & STRUCTURE INSUR											71,690.51
UTILITY RELOCATION SERVICES	71,690.51										-
LAND CAPITAL IMPROVEMENT											-
STRUCTURE CAPITAL IMPROVE.											52.00
BANK CHARGE(MERCANTILE)		52.00									1,342,632.18
PASS THROUGH SAVINGS	218,662.07	459,673.33				41,440.21	170,464.10	25,720.00	426,672.47	21,708.11	26,126.11
WD FROM SAVINGS IN HOUSE				4,418.00							-
PAYBACK SAVINGS											-
WITHDRAW FROM CERTIFICATE											-
<b>TOTAL DISBURSEMENTS</b>	1,344,585.74	607,011.83	-	4,418.00	-	41,440.21	170,464.10	25,720.00	426,672.47	21,708.11	2,642,020.46
<b>CASH POSITION - OCTOBER 31, 2007</b>	281,610.79	86,287.71	-	8,906.74	-	46,560.42	38,054.35	4,429.99	-	-	465,850.00

## **CURRENT LEASES – 2008**

<u><b>Lessee</b></u>	<u><b>Lease Agreement</b></u>	<u><b>Yearly Income</b></u>	<u><b>Comments</b></u>
Chicago Towers (Includes Ameritech)	\$1,568 per month	\$18,816	<ul style="list-style-type: none"> <li>• Current lease since July 5, 2005 – July 5, 2010 (Increase every 5 years based on Metro Chicago Consumer Price Index)</li> </ul>
3 LAMAR signs			
Sign #1050	\$ 818 per year	\$ 818	West side of Grant – ½ mile south of I-80/94
Sign #3475	\$4,986.24 per year	\$ 4,986.24	West of Grant – South of I-80/94
Sign #3480	\$4,986.24 per year	<u>\$ 4,986.24</u>	West of Grant – South of I-80/94
		\$10,790.48	
Ed & Tim Bult		\$ 12,190	<ul style="list-style-type: none"> <li>• Chase to Grant (Both sides of 35<sup>th</sup> Avenue) Approx. 100 acres</li> <li>• Chase to Grant (Between the levees) Approx. 130 acres</li> </ul>
Gary Dunlap		\$ 7,000	<ul style="list-style-type: none"> <li>• West of Clay Street, North of Burns Ditch</li> <li>• Based on farming 110 acres of the 175 acres</li> </ul>
Jerry Ewen		\$ 3,900	<ul style="list-style-type: none"> <li>• North of I-80/94, West of I-65</li> <li>• Based upon 50 acres of tillable land</li> </ul>
View Outdoor Advertising	\$27,000 per year (approx)	\$27,000 (approx) \$81,000 (approx)	<ul style="list-style-type: none"> <li>• 3 billboards in the area of I-80/94 &amp; west of I-65</li> <li>• 9 additional billboards along I-80/94 corridor</li> </ul>
<b>TOTAL INCOME</b>		<b>\$160,696.48 (approx)</b>	



**WORK STUDY SESSION  
11 December 2007**

**LAND ACQUISITION COMMITTEE  
Robert Marszalek, Chairman**

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**(ACTION)**

There are no condemnations or increased offers.

**STAGE V UPDATE – (Kennedy to Northcote)**

The Corps Stage V construction contract was awarded with all acquisitions complete except for two Options (easements not acquired):

*DC 1112/1113 owner NIPSCo. W 150' E SW N & S of River.*

LCRBDC is researching insurance rates to negotiate a possible liability insurance increase NIPSCO has requested on their easement before they sign it.

*DC 1169 Norfolk Southern Railroad West of Kennedy Avenue*

LCRBDC and Railroad waiting on Corps and its railroad consultant (Bergman & Associates) to provide construction costs so negotiations can continue.

**STAGE VII UPDATE – (Northcote to Columbia)**

Of the 34 offers sent to landowners:

- 27 landowners have accepted. We are in the process of recording.
- 3 condemnations need to be filed for landowners we can't locate.
- 2 utilities are reviewing engineering (BP Pipelines and NIPSCo).
- 2 private landowners still have engineering concerns. Corps working on new engineering/real estate mapping to be available in January 08.

**STAGE VIII UPDATE: (Columbia to Illinois state line)**

We have completed 73 appraisals and reviews out of 89 parcels. Those 16 remaining properties are having Corps engineering changes, survey corrections, etc. and the appraisal can't be completed until final drawings are delivered to the appraisers. Actual appraised property values are coming in a little higher than the original budgeted amount.



# 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)

*Sandy*

## WORK STUDY SESSION

NOVEMBER 7, 2007

5:30 – 6:00 p.m.

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### ACTION ITEMS:

#### Finance

Approval of claims for November 2007

Approval of O&M claims for November 2007

Approval of Stage VII claims (to be paid by Munster)

#### Land Acquisition

Any action?

#### O&M Action

Action of bids for contract for sluice gate/flap gate repair

### ITEMS OF IMPORTANCE/POLICY:

- Update on RDA Funding Strategy  
(non-federal share to complete construction)





# 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 MARSZALEK, Vice Chairman  
Governor's Appointment

R. KENT GURLEY, Treasurer  
Lake County Commissioners' Appointment

CHARLIE RAY, Secretary  
Porter County Commissioners' Appointment

ARLENE COLVIN  
Mayor of Gary's Appointment

STEVE DAVIS  
Dept. of Natural Resources' Appointment

MARK GORDISH  
Mayor of Hammond's Appointment

ROBERT HUFFMAN  
Governor's Appointment

JOHN MROCZKOWSKI  
Governor's Appointment

DR. MARK RESHKIN  
Governor's Appointment

VACANCY  
Governor's Appointment

DAN GARDNER  
Executive Director

LOU CASALE  
Attorney

## **MEETING NOTICE**

**THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
AT 6:00 P.M. TUESDAY, DECEMBER 11, 2007  
AT THE COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
PORTAGE, IN**

**(Previous meeting date of December 5 was cancelled)**

*no quorum*  
*Dec. 18*

## **A G E N D A**

1. Call to order by Chairman Bill Biller
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of November 7, 2007
5. Chairman's Report
  - Discussion of meeting with UMBAUGH Associates on 11/29 as a follow-up to the O&M/Financing committee meeting
  - Scheduling of Finance Policy meeting for preparation of 2008 Operating Capital Budget
6. Action Required:
  - Finance:
    - Approval of claims for November 2007
    - Approval of O&M claims for November 2007
    - Approval of additional Stage VII claims
  - Land Acq:
    - Any Action?
  - O&M:
    - Action of bids for contract for sluice gate/flap gate repair
7. Executive Director's Report
  - Report on RDA meetings of November 13 working group (Recommended for approval) and November 27 (Deferred until January)
  - Notice of records request from counsel for town of Highland regarding flooding lawsuit
  - Corps/Commission public information outreach regarding Stage V-2 construction



8. Standing Committees

A. Finance Committee – Report by Treasurer Kent Gurley

- Financial status report for end of November 2007
- Budget transfer of funds
- Issues for discussion

P.14

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

- Appraisals, offers, acquisitions
- Status of activity for Stages V-2, VII and VIII

Land Management

- RFP update for 32 acres east of Clay Street
- Farm leases to be bid out for 2008 farming season
- Issues for discussion

C. Project Engineering Committee – Committee Chair Bob Huffman

- First Stage V-2 progress meeting held on 11/28
- Status of Stage V-2 pipeline corridor
- Proposed Gary pump station east of I.U. Northwest
- Issues for discussion

D. Operation & Maintenance – Committee Chair Bob Huffman

- Report on O&M Committee meeting on 11/14
- Bids for remaining sluice gate/flap gates
- Pump Station plan-in-hand meeting held on 11/27
- Emergency response meeting scheduled with Corps/Lake County on 12/7
- Issues for discussion

E. Legislative Committee – Committee Chair

- Issues for discussion

F. Environmental Committee – Committee Chair Mark Reshkin

- Issues for discussion

G. Recreational Development Committee – Committee Chair Bob Huffman

- Issues for discussion

H. Policy Committee – Committee Chair Bob Marszalek

- Issues for discussion

9. Other Issues / New Business

10. Statements to the Board from the Floor

11. Set date for next meeting; adjournment

LOCAL COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND

THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
FOR CONSTRUCTION OF THE  
LITTLE CALUMET RIVER, INDIANA LOCAL FLOOD PROTECTION  
AND RECREATION PROJECT

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

WITNESSETH, THAT:

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

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

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

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

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

WHEREAS, the Commission has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean the structural and non-structural flood control measures at Little Calumet together with construction of recreation hiking trails throughout the project area with the construction of associated recreation support areas within the project ravine corridor and at the borrow site in the town of Schererville; construction of disposal facilities; preserving land designated as wetlands; and construction of fish and wildlife mitigation and enhancement measures, as generally described in the Little Calumet Phase II, General Design Memorandum dated September 1986, and approved June 1990.

b. The term "structural flood control features of the Project" shall mean staged construction of replacing existing berms with new levees along the north and south banks of the Little Calumet River between the Illinois - Indiana State line and Cline Avenue in the towns of Munster, Highland and Griffith and the city of Hammond; replacing one storm water pumping station and modifying pumping stations owned by the Hammond Sanitary District, the town of Highland, and the Gary Sanitary District; relocation of Indianapolis Boulevard bridge owned by the Indiana Department of Highways; construction of a water control structure on the Little Calumet River near the confluence of Hart Ditch; constructing of new levees in the city of Gary between Cline Avenue and the Consolidated Rail Corporation near the Martin Luther King, Jr. Drive at an alignment similar to that as shown in the Phase II General Design Memorandum for the Authorized Plan; modifying the channel between Illinois - Indiana State line and Indianapolis Boulevard and between Chase Street and the Consolidated Rail Corporation in the city of Gary with associated highway crossing relocations at Chase Street, Grant Street, Georgia Street, Borman Expressway (Interstate Highway 80/94);

c. The term "non-structural flood control features of the Project" shall mean providing flood damage protection to the interior of a structure up to the design level of protection by: permanently or during emergencies sealing all points of entry of flood waters into the structures; raising the structure above its existing first floor elevation; constructing ring levees to protect structures; and/or temporary or permanent evacuation.

d. The term "total project costs" shall mean all costs incurred by the Commission and the Government directly related to

construction of the Project. Such costs shall include, but not necessarily be limited to, continuing planning and engineering costs incurred after October 1, 1985; costs of applicable engineering and design; actual construction costs; supervision and administration costs; costs of contract dispute settlements or awards, and the value of lands, easements and rights-of-way, utility and facility alterations or relocations, and dredged material disposal areas provided for the Project by the Commission, but shall not include any costs for betterments, operation, repair, maintenance, replacement or rehabilitation. ✓

e. The term "separable cost of recreation features" shall mean all separable costs incurred by the Commission and the Government for construction of the project recreation features (excluding betterments and operation and maintenance costs). Such recreation costs shall include, but not necessarily be limited to continuing planning and engineering costs incurred after October 1, 1985; costs of applicable engineering and design; actual construction costs; supervision and administration costs; costs of contract dispute settlements or awards; and the value of any separable lands necessary for access, parking, public health, and safety.

f. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the Project by the Contracting Officer.

g. The term "Contracting Officer" shall mean the U.S. Army District Engineer for the Chicago District, or his designee.

h. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

i. The term "relocations" shall mean alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, buildings, commercial and gas pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation and maintenance of the Project.

j. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

k. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

l. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the

Contracting Officer to be suitable for tender to the Commission to operate and maintain in advance of completion of construction of the entire Project.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds provided by the Commission and appropriated by the Congress of the United States, shall expeditiously construct the Project (including relocations of railroad bridges and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Commission shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bid. The Commission will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the comments of the Commission, but award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. When the Government determines that the Project or a functional portion of the Project is complete, the Government shall turn the completed Project or functional portion over to the Commission, which shall accept the Project or functional portion and be solely responsible for operating, repairing, maintaining, replacing, and rehabilitating the Project or functional portion in accordance with Article VIII thereof. The Commission shall have the right to contract with local municipalities, drainage districts or municipal corporations for the operation, maintenance, repair, replacement and rehabilitation of the project. However, such contractual agreements shall not relieve the Commission of its responsibility for the operation, maintenance, repair, replacement and rehabilitation of the project and the Commission shall remain solely responsible for assuring performance of all operation, maintenance, repair, replacement and rehabilitation as required under P.L. 99-662.

1. Prior to the Government's determination that the Project or functional portion of the Project is complete, the Government will request that the Commission participate in a joint inspection. In the event the Commission objects to the Government's proposed determination of completion, it shall within 30 days of receiving notice of such determination, file with the Government, a written objection to said determination, listing, therein, the reasons for it's objection. The Government will consider and respond, in writing, to the Commission's objections prior to turning over the Project or functional portion to the Commission to operate, maintain, repair, replace and rehabilitate.

c. As further specified in Article VI herein, the Commission shall provide, during the period of construction, a cash contribution of 5 percent of the costs of structural flood control measures.

d. As further specified in Article III herein, the Commission shall provide all lands, easements, rights-of-way, borrow, spoil and dredged material disposal areas, and perform all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for construction of the structural flood control features of the Project.

e. If the value of the contributions provided under paragraphs c. and d. of this Article represents less than 25 percent of total costs of the structural flood control features of the project, the Commission shall provide, during the period of construction, an additional cash contribution in the amount necessary to make its total contribution equal to 25 percent of the costs of structural features of the Project.

f. As further specified in Article VI herein the Commission shall provide 25 percent of the total cost of the non-structural features of the Project.

g. As further specified in Article III herein, the Commission shall provide all lands, easements, rights-of-way, together with any dredged material disposal areas, utility and facility relocations or alterations determined by the Government to be necessary for construction of the non-structural flood control features of the Project.

h. If the value of the contributions provided under paragraphs f. and g. of this Article represents less than 25 percent of total costs of the non-structural flood control features of the project, the Commission shall pay, upon completion of construction, such additional amounts as are necessary to make the Commission's share equal to 25 percent of the total cost of the non-structural flood control measures.

i. At its sole discretion, the Government may perform relocations in cases where it appears that the Commission's contributions will exceed the maximum non-Federal cost share set out in Article VI.f.

j. The Government shall afford credit for integral compatible work performed by the Commission toward the Commission's project contributions in accordance with Section 104 of the Act. Such credit shall not exceed \$1,667,200. The credit shall be afforded against the Commission's cost sharing requirements for the Project, less the Commission's share of the five percent cash contribution required under Article II.c of this Agreement.

k. As further specified in Article VI hereof, the Commission shall provide during the period of construction, a

cash contribution of 50 percent of total project costs allocated to separable recreation features.

l. As further specified in Article VI hereof, the Commission shall provide during the period of construction, a cash contribution of 25 percent of total project costs allocated to fish and wildlife enhancement.

m. No Federal funds may be used to meet the Commission's share of project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

n. The Commission Agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

o. The Government shall install a flood monitoring and warning system. The Government and the Commission will collaborate on the formulation and operation of the monitoring and warning plan to be implemented.

p. No less than once each year the Commission shall inform affected interests of the limitations of the protection afforded by the project.

q. The Commission shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

r. The Commission shall fulfill its obligation outlined in paragraphs p. and q. of this Article by publishing said information in a local newspaper and posting notice at local post offices or other local newspapers or posting locations.

s. The Commission shall prevent encroachment on any of the flood protection structures, including ponding areas, and if ponding areas are impaired, provide substitute storage capacity or equivalent pumping capacity promptly without cost to the Government.

### ARTICLE III - LANDS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Commission shall furnish to the Government all lands, easements and rights-of-way, including suitable borrow, spoil and dredged material disposal areas, as may be determined by the Government to be necessary for the construction, operation, and maintenance of the Project, and shall furnish to the Government evidence supporting the Commission's legal

authority to grant rights-of-entry to such lands, to include any real estate interests that may be required to allow access to structures identified for non-structural flood proofing. The Government will delineate all lands, easements and rights-of-way needed for the particular functional element to be constructed prior to anticipated contract advertisement so as to afford the Commission adequate time to acquire same. The necessary lands, easements, and rights-of-way may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of the construction contract.

b . The Commission shall provide or pay to the Government the cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged material disposal areas necessary for construction of the Project.

c. Upon notification from the Government, the Commission shall accomplish or arrange for accomplishment at no cost to the Government all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for construction of the Project.

d. The Commission shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

e. The Commission shall acquire fee title, or such lesser interest as is determined by the Government to be necessary to allow access and to insure public control to public recreation areas.

#### ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be included in total project costs and credited towards the Commission's share of total project costs will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Commission as of the date the first construction contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Commission, which has been prepared by a qualified appraiser



who is acceptable to both the Commission and the Government. The appraisal shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Commission after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1 of this Agreement. If the Commission pays an amount in excess of the appraised fair market value, it may be entitled to a credit for the excess if the Commission has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Commission acquires more lands, easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in total project costs and credited towards the Commission's share.

4. Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior written Government approval.

5. Credit for lands, easements, or rights-of-way acquired by the Commission within a five-year period preceding the date this Agreement is signed, or at any time after this Agreement is signed, will also include the actual incidental costs of acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement. ✓

b. The costs of relocations which will be included in total project costs and credited towards the Commission's share of total project costs shall be that portion of the actual costs as set forth below, and approved by the Government:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Indiana would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities (including railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alteration or relocation if materials of value and usability equal to those in the existing facility are

available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs.

#### ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Commission and the Government during the period of construction, the Commission and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project. The Commission will be informed of any changes in cost estimates.

b. The representatives appointed above shall meet as necessary, but at least monthly on an established date of the month, during the term of project construction and shall make such recommendations as they deem warranted to the Contracting Officer.

c. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project, but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations. If any written recommendations of the Commission's representative are rejected or modified, the Contracting Officer shall communicate that fact, as well as the basis for the rejections or modification, in writing to the Commission's representative.

#### ARTICLE VI - METHOD OF PAYMENT

a. The Commission shall provide, during the period of construction, the cash payments required under Article II of this Agreement. Total project costs are presently estimated to be \$91,353,570. In order to meet its share, the Commission must provide a cash contribution presently estimated to be \$4,824,329. The dollar amounts set forth in this Article are based upon the Government's best estimates which will reflect projection of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Commission.

b. The Commission shall provide its required cash contribution in accordance with the following provisions.

1. For purposes of budget planning, the Government shall notify the Commission by 30 April of each year

of the estimated funds that will be required from the Commission to meet its share of total project costs for the upcoming fiscal year.

2. No later than 60 calendar days prior to the award of the first construction contract, the Government shall notify the Commission of the Commission's share of total project costs, including its share of costs attributable to the Project incurred prior to the initiation of construction, for the first fiscal year of construction. No later than 30 calendar days thereafter, the Commission shall verify to the satisfaction of the Government that it has deposited the requisite amount in an escrow account acceptable to the Government, with interest accruing to the Commission.

3. For the second and subsequent fiscal years of project construction, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Commission of the Commission's share of total project costs for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Commission shall make the necessary funds available to the Government through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, the Government shall adjust the amounts required to be provided under this paragraph to reflect actual costs.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the Commission, the Government shall so notify the Commission and the Commission, no later than 60 calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2 of this Agreement. If at any time the Commission fails to make the payments required under this Article, the Government shall terminate or suspend work or otherwise proceed in accordance with its rights in Article XVII.

c. The Government will draw on the escrow account, provided by the Commission, such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Project as they are incurred, as well as costs incurred by the Government prior to the initiation of construction.

d. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall compute the total project costs and tender to the Commission a final accounting of the Commission's share of total project costs. In the event the total contribution by the Commission is less than its minimum required share of total project costs, the Commission shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its minimum required share of total project costs.

e. In the event the Commission has made cash contributions in excess of 5 percent of total costs of the structural flood control which result in the Commission's having provided more than its required share of the total costs of the structural features of the project, the Government shall, not later than 90 calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to the Commission; however, the Commission shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.c. of this Agreement.

f. If the Commission's contribution for the non-structural portion of the Project exceeds 25 percent of the costs assigned to that portion, the Government shall, subject to the availability of appropriations, refund the excess to the Commission within 90 days of the final accounting.

g. If the Commission's contribution for the recreational portion of the Project exceeds 50 percent of the costs assigned to that portion, the Government shall, subject to the availability of appropriations, refund the excess to the Commission within 90 days of the final accounting.

h. If the Commission's total contribution under this Agreement (including lands, easements, right-of-way, utility and relocations, and dredged material disposal areas provided by the Commission) exceeds 50 percent of costs assigned to the structural flood control features of the project, the Government shall, subject to the availability of appropriations for that purpose, refund the excess to the Commission no later than 90 calendar days after the final accounting is complete.

#### ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

#### ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION

a. After the Government has turned the completed Project, or functional portion of the Project over to the Commission, the Commission shall operate, maintain, repair, replace, and rehabilitate the completed project, or functional portion of the Project, in accordance with regulations or directions prescribed by the Government.

b. The Commission hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls, for access to the Project for the

purpose of inspection, and if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Commission for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Commission. If the Commission persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Commission owns or controls, for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Commission of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### ARTICLE IX - RELEASE OF CLAIMS

The Commission shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE X - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Contracting Officer, the Commission shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Commission to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands necessary for Project construction, operation, and maintenance. All actual costs incurred by the Commission which are properly allowable and allocable to performance of any such environmental investigations shall be included in total project costs and cost shared as a construction cost in accordance with Section 103 of Public Law 99-662.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Commission and the Government shall provide prompt notice to each other, and the Commission shall not proceed with the acquisition of such lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Commission shall determine whether to initiate construction of the Project, or if already in

construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Commission determine to proceed or continue with construction after considering any liability that may arise under CERCLA, as between the Government and the Commission, the Commission shall be solely responsible for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs as defined in this Agreement. In the event the Commission fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XVII.

d. The Commission and the Government shall consult with each other under the Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph c. of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. The Commission shall operate, maintain, repair, replace, and rehabilitate the Project in a manner so that liability will not arise under CERCLA.

#### ARTICLE XI - MAINTENANCE OF RECORDS

The Government and the Commission shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the Commission shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of construction of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

#### ARTICLE XII - GOVERNMENT AUDIT

The Government shall conduct an audit when appropriate of the Commission's records for the Project to ascertain the allowability, reasonableness, and allocability of its costs for inclusion as credit against the non-Federal share of project costs.

### ARTICLE XIII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Commission agrees to comply with all applicable Federal and State laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

### ARTICLE XIV - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

### ARTICLE XV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

### ARTICLE XVI - COVENANT AGAINST CONTINGENT FEES

The Commission warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Commission for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### ARTICLE XVII - TERMINATION OR SUSPENSION

a. If at any time the Commission fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the Project until the Commission is no longer in arrears, unless the Secretary of the Army determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreement with any other non-Federal interests in connection with the Project. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of

the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment become delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Commission. After 60 Calendar days either party may elect without penalty to terminate this Agreement or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not effect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI. of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the government receives sufficient appropriations or until either party elects to terminate this Agreement.

#### ARTICLE XVIII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Commission:

Executive Director  
Little Calumet River Basin  
Development Commission  
8149 Kennedy Avenue  
Highland, Indiana 46322

If to the Government:

District Engineer  
U.S. Army Corps of Engineers  
Chicago District  
111 North Canal Street  
Chicago, Illinois 60606-7206

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.



c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

#### ARTICLE XIX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XX - SECTION 902 PROJECT COST LIMITS

The Commission has reviewed the provisions set forth in Section 902 of P.L. 99-662, as amended, and understands that Section 902 establishes a maximum construction cost for the project. For purposes of this Agreement, the Section 902 cost limit is \$125,300,000 as calculated on October 18, 1989. This amount shall be adjusted to allow for appropriate increases for inflation and changes in the project cost as provided in Section 902. Should this cost maximum be reached, no additional funds may be expended on the project until authority is obtained from Congress.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date and year first above written.

THE DEPARTMENT OF THE ARMY

BY: *Randall R. Inouye*  
RANDALL R. INOUE  
LTC, Corps of Engineers  
Contracting Officer

THE LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION

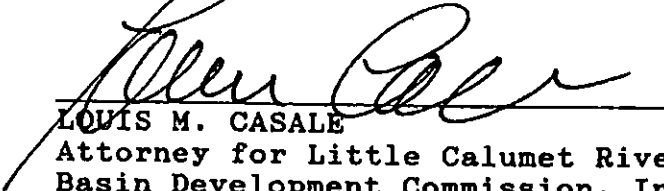
BY: *Arlene Colvin*  
ARLENE COLVIN  
Chairperson of the Board,  
The Little Calumet River  
Basin Development Commission

ATTEST: *Don Gardner*

CERTIFICATE OF AUTHORITY

I LOUIS M. CASALE, do hereby certify that I am the chief legal officer for the Little Calumet River Basin Development Commission, State of Indiana, that the Little Calumet River Basin Development Commission is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the Department of the Army and the Little Calumet River Basin Development Commission in connection with the Little Calumet River, Indiana Local Flood Protection and Recreation Project, Indiana and to pay damages, if necessary, in the event of its failure to perform, in accordance with Section 221 of Public Law 91-611, as amended, and that the persons who has executed this agreement on behalf of the Little Calumet River Basin Development Commission have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certification this 16 day of August, 1990.

  
LOUIS M. CASALE

Attorney for Little Calumet River  
Basin Development Commission, Indiana

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



ARLENE COLVIN  
Chairperson of the Board  
The Little Calumet River  
Basin Development Commission

DATE: August 16, 1990

## ESCROW AGREEMENT

August This Agreement, made and entered into this 16 day of August, 1990, by and between The Little Calumet River Basin Development Commission (hereinafter referred to as the "Commission"), the Department of the Army (hereinafter referred to as the "Government") and, the INB National Bank, n.w., (hereinafter referred to as the "Bank"),

### WITNESSETH THAT:

WHEREAS, ON August 16, 1990, the Commission and the Government entered into a Local Cooperation Agreement for the construction of the Little Calumet River, Indiana Local Flood Protection and Recreation Project; and,

WHEREAS, pursuant to the Local Cooperation Agreement, the Commission is required to contribute, over the period of construction of the Project, a cash contribution calculated in accordance with said Agreement; and,

WHEREAS, the Commission and the Government have agreed that the required contribution may be deposited into an escrow account and held therein until the Government withdraws the funds in accordance with the Local Cooperation Agreement; and

WHEREAS, the Bank has agreed to serve as depository for the escrow account and to accept appointment as escrow agent;

### NOW, THEREFORE, the parties agree as follows:

1. The Bank is hereby appointed as the escrow agent for the Commission and is designated the depository for the monies delivered by the Commission pursuant to the aforementioned Local Cooperation Agreement. The Bank shall establish "Little Calumet River Project Construction Fund" (hereinafter referred to as the "Escrow Account") into which shall be deposited the funds delivered by the Commission.

2. In accordance with the method of payment provisions of the Local Cooperation Agreement, the Commission shall absolutely and irrevocably deliver to the Bank the funds required to be provided to the Government during the construction period.

3. The funds held in the Escrow Account shall earn interest at a rate as the Bank and the Commission may mutually agree. To the extent the Commission authorizes the Bank to invest the funds in any instrument other than an interest-bearing account, savings certificate, or certificate of deposit of the Bank itself, such investment shall be only in direct obligations of the Government of the United States of America or in

obligations of agencies or insurers that are guaranteed by the Government of the United States of America. Any instrument must be subject to redemption on or prior to the dates the funds will be needed by the Government. Interest on the funds deposited shall accrue and belong to the Commission, and shall be payable to the Commission as the Bank and the Commission may agree.

4. The Government, acting pursuant to the terms of the Local Cooperation Agreement, shall have the sole and unrestricted right to draw upon all or any part of the funds deposited in the Escrow Account. A written demand for withdrawal shall be made to the Bank by the District Engineer, USAED, Chicago, or his designee, with a copy of said demand provided to the Commission. Within (10) days of receipt of the demand, the Bank shall pay to the Government the amount requested to the extent such amount does not exceed the balance available in the Escrow Account. All payments shall be in the form of bank drafts payable to the "FAO, USAED, North Central", and shall be mailed or otherwise delivered to the Government as specified below in Article 9.

5. Upon receipt of signed certification by the Government that no further demand for payment of money will be made, the Bank shall complete a final accounting of other obligations required under this Agreement, and pay over any remaining balance to the Commission.

6. The fee to be paid to the Bank for the services provided hereunder shall be as the Bank and the Commission may mutually agree. Any fee paid to the bank shall be the sole responsibility of the Commission. The Bank shall have no right to deduct monies from the principal escrow sum to pay for its services. In the event the Commission fails to make payment to the Bank for its services, all claims for such payment shall be made directly against the Commission. The Government shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Escrow Account.

7. Account statements shall be rendered by the Bank to the Commission and the Government once monthly, and shall show deposits, disbursements, and balances, and the dates thereof. Upon receipt by the Bank of the certification specified in paragraph 5 above, the Bank shall prepare a final accounting showing all transactions relating to the Escrow Account and provide said accounting to the Commission and the Government at the addresses shown in paragraph 9.

8. It is understood and agreed that the Bank shall not be liable or responsible to ascertain the terms or conditions of any provision of the aforementioned Local Cooperation Agreement between the Commission and the Government. It is further understood and agreed that if any controversy arises between the Government and the Commission, or with any other party with respect to the subject matter of this Agreement, the Bank is

authorized, unless precluded by order of a court of competent jurisdiction, to disburse monies to the Government in accordance with the terms of this Agreement.

9. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Commission:

Executive Director  
Little Calumet River Basin Development Commission  
8149 Kennedy Avenue  
Highland, Indiana 46322

If to the Government:

District Engineer  
U.S. Army Corps of Engineers, Chicago District  
111 North Canal Street  
Chicago, Illinois 60606-7206

If to the Bank:

Senior Vice President

INB National Bank, n.w.

651 E. Commercial Avenue  
Post Office Box 8

Lowell, IN 46356

[full address]

10. Nothing in this Agreement shall be considered as vesting title in the Bank to the amount deposited, except as Trustee for the Commission and the Government for the purposes set forth herein. Title to said funds shall not vest in the Government until payment to the Government is made as provided herein.

11. This Agreement shall take effect upon the initial deposit of funds into the Escrow Account by the Commission and shall continue in full force until the certification specified in paragraph 5 hereof is received by the Bank and the balance remaining is returned to the Commission, unless earlier terminated by the written mutual agreement of the Commission and the Government.

12. This Agreement may not be amended, except by written modification signed by the parties hereto.



## STATE ENABLING ACT 1980

### LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

SECTION 1. IC 14-6 is amended by adding a NEW chapter 29.5 to read as follows:

Chapter 29.5. Little Calumet River Basin Development Commission.

Sec. 1. Purpose. The general purposes of this chapter are:

- (1) to promote the general health and welfare of citizens of the state;
- (2) to provide for the creation, development, maintenance, administration, and operation of park, recreation, marina, flood control, and other public works projects;
- (3) to create a commission with the authority to carry out the purposes of this chapter;
- (4) to create a commission capable of entering into and fulfilling the requirements of a nonfederal interest as defined by P.L. 91-611 of the United States Congress.

Sec. 2. Establishment. (a) There is hereby created as a public body corporate and politic a commission to be known as the Little Calumet River Basin development commission. The commission may operate in the manner provided in this chapter only in that geographic area located one (1) mile from the banks of the west arm of the Little Calumet River in Lake and Porter Counties. However, no projects or activities may be undertaken with regard to that watercourse known as "Burns Waterway" except those which the commission determines to be necessary for its channeling and maintenance and for the construction of breakwaters. "Burns Waterway" means the dredged channel in Porter County, Indiana, which connects the east and west arms of the Little Calumet River with Lake Michigan.



(b) The commission shall have ten (10) members, one (1) of whom shall be appointed by the board of county commissioners of Lake County; one (1) of whom shall be appointed by the board of county commissioners of Porter County; one (1) of whom shall be appointed jointly by majority vote of mayors of Gary, Hammond, and East Chicago; one (1) of whom shall be appointed by the director of the state department of natural resources; and the remaining six (6) of whom shall be appointed by the governor of the state of Indiana.

(c) One (1) of the initial ten (10) appointees shall be appointed for a term ending December 31, 1980; three (3) for terms ending December 31, 1981; three (3) for terms ending December 31, 1982; and three (3) for terms ending December 31, 1983. The governor shall decide which initial appointee serves for which length of term. Thereafter, each appointee shall be appointed for a term of four (4) years, except that when appointed to serve an unexpired term, an appointee shall serve only until the end of that unexpired term. No more than five (5) members shall belong to the same political party. The governor shall make his appointments after all the others are made so that this requirement is feasible to implement. A member shall be eligible for reappointment.

(d) The governor shall designate one (1) of the initial appointees as temporary chairman of the commission to serve until a chairman is elected under section 4 of this chapter. The commission shall meet on call of the chairman, the executive director, or any three (3) members. Any seven (7) members shall constitute a quorum. Each member is entitled to reimbursement for traveling and other expenses as provided in the state travel policies and procedures, established by the department of administration and approved by the state budget agency. Each appointed member is entitled to the minimum salary per diem as provided in IC 4-10-11-2.1(b).

Sec. 3. Role of the Little Calumet River Basin Commission. The Little Calumet River Basin commission, which is established and organized under IC 18-7-19, shall act in an advisory capacity to the Little Calumet River Basin development commission.

Sec. 4. Officers. The commission shall elect a chairman, a vice chairman, a secretary, and a treasurer, whose terms shall not exceed one (1) year and each of whom shall be eligible for reelection. The commission may create and fill such other offices as it determines necessary.



Each of the officers shall perform the duties usually pertaining to those offices.

Sec. 5. Property Acquisition. (a) The commission may acquire, by purchase or by lease, any land, property, rights, rights-of-way, franchises, easements, or other interests in real estate, including lands under water and riparian rights, and any existing facilities, betterments, or improvements, that the commission deems necessary or convenient for the establishment, development, construction, improvement, or operation of any projects. The commission may also acquire land or other interest in real estate by gift or bequest. The commission shall take and hold title to land and other interests in the name of the state of Indiana. When acquiring land under this subsection, the commission shall follow the procedures in IC 8-13-2 through IC 8-13-6 for the acquisition of land by the state highway commission.

(b) The commission may acquire by appropriation, under the provisions of the eminent domain law of the state, any land, property, rights, rights-of-way, franchises, easements, or other interests in real estate, including lands under water and riparian rights, or any existing facilities, betterments, and improvements, or other property necessary and proper for the creation, development, establishment, maintenance, or operation of any project or any part thereof. Title to any such property shall be taken in the name of the state of Indiana.

(c) Each county, city, town, township, and other political subdivision of the state and each public agency, department, and commission is authorized and empowered, upon such terms and conditions as the proper authorities of such entity and the commission may deem reasonable and appropriate to lease, lend, grant, or convey to the commission, at the commission's request, any real or personal property, including any interest in such property, owned by such entity that may be necessary or convenient to achieving the purposes of this chapter.

Sec. 6. Development and Operation. (a) In establishing and developing the commission's projects, the commission may construct, reconstruct, establish, build, repair, remodel, enlarge, extend, or add to facilities, betterments, or improvements, and may clear and prepare any site for construction, as the commission deems appropriate in furtherance of the purposes of this chapter.



(b) The commission may sell, transfer, or convey to any political subdivision of the state or to any public agency, department, or agency for such consideration and upon such terms as the commission deems appropriate, any real estate, including any facility, betterment or improvement, within the projects or which is acquired under this chapter, if such sale, transfer, or conveyance and ownership by such transferee are in furtherance of the purposes of this chapter. Any such transfer is subject to such restrictions as the commission deems appropriate in furtherance of the purposes of this chapter.

(c) The commission may provide for the construction, improvement, development, operation and management of its projects, including any and all facilities, betterments, and improvements that are part of its projects, in such manner as it deems appropriate and in furtherance of the purposes of this chapter. The commission may enter into lease agreements as lessor or sublessor, or enter into operation or license agreements, with respect to all or part of any site, facility, betterment, or improvement that is part of its projects with one (1) or more public or private persons or entities, including political subdivisions of the state and public agencies, departments, and agencies, on such terms and conditions as the commission deems appropriate and in furtherance of the purposes of this chapter.

Sec. 7. Powers of the Commission. In addition to the other rights and powers enumerated in this chapter, the commission shall have the following rights and powers:

- (1) to adopt bylaws for the regulation of its affairs and the conduct of its business;
- (2) to adopt an official seal, which shall not be the seal of the state of Indiana;
- (3) to maintain a principal office and such other offices as it may designate;
- (4) to sue and be sued in the name and style of "Little Calumet River Basin Development Commission," service of process being had upon the chairman of the commission by leaving a copy at the principal office of the commission;
- (5) to acquire by grant, purchase, gift, demise, lease, eminent domain, or otherwise, and to hold, use, sell, lease, or dispose of real and personal property of every kind and nature, and any right and interest necessary for the full exercise, or convenient or useful for the carrying on, of any of its powers pursuant to the provision of this chapter;



- (6) to exercise within and in the name of the state of Indiana the power of eminent domain pursuant to the general laws of the state governing the exercise of the power of eminent domain for any public purposes;
- (7) to fix, collect, and review admission charges, entrance fees, tolls, and other user charges for the use of any facility within the projects owned or leased by the commission or dedicated to the commission by any political subdivision of the state or any public agency, department, or commission having jurisdiction of such facility;
- (8) to acquire by fee or by lease, obtain option on, hold, or dispose of real and personal property reasonably necessary and proper to the exercise of its powers and the performance of its duties under this chapter;
- (9) to make and enter into all contracts, undertakings, and agreements necessary or incidental to the performance of its duties and the execution of its powers under this chapter;
- (10) to employ an executive director or manager, consulting engineers, superintendents, and such other engineers, construction and accounting experts, attorneys, and other employees and agents as are necessary in its judgment, and to fix their compensation;
- (11) to conduct studies of the financial feasibility of the flood control and park and recreational projects and facilities, betterments, and improvements within those projects;
- (12) to avail itself of the services of professional and other personnel employed by any agency, department, or commission of the state for purposes of studying the feasibility of or designing, or constructing, or maintaining the projects or any facility within those projects;
- (13) to receive and accept from the federal government, or any federal agency or department, grants for or in aid of the acquisition, construction, improvement, or development of any part of the projects of the commission, and to receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used, and applied only for the purposes, consistent with the purposes of this chapter, for which the grants and contributions may be made;
- (14) to hold, use, administer, and expend such sum or sums as may be appropriated or transferred to the commission;

(15) to assist or cooperate with any political subdivision or public agency, department or commission, including the payment of money or the transfer of property to it by the commission, if the commission deems such assistance or cooperation appropriate and in furtherance of the purposes of this chapter, and to accept assistance and cooperation from any political subdivision or public agency, department, or commission, including the acceptance of money or property by the commission for such political subdivision or public agency, department, or commission, if the commission deems such assistance or cooperation appropriate and in furtherance of the purposes of this chapter;

(16) to do all acts and things necessary or proper to carry out the powers expressly granted in this chapter;

(17) to enter into and carry out the terms of a nonfederal interest as defined by P.L. 91-611 of the United States Congress;

(18) to provide police protection for its property and activities either by requesting assistance from state, city, or county police authorities, or by having specified employees deputized as police officers;

(19) to make contracts and leases for facilities and services;

(20) to appoint such administrative officers and employees as are necessary to carry out the work of the commission, fix their duties and compensation, and delegate authority to perform ministerial acts in all cases except where final action of this commission is necessary;

(21) to engage in self-supporting activities;

(22) to contract for special and temporary services and for professional assistance; and

(23) to invoke any legal, equitable, or special remedy for the enforcement of the provisions of this chapter.

Sec. 8. Little Calumet River Project Development Fund. A special and distinct fund called the "Little Calumet River Project Development Fund" is hereby created. Expenditures from this fund shall be made only for the accomplishment of the purposes of this chapter. The fund shall be held in the name of the commission and administered by the commission. All expenditures from the fund shall be made by the commission. The money in the Little Calumet River project development fund at the end of any fiscal year remains in the fund, and it does not revert to any other fund.



Sec. 9. Revenue Bonds. (a) The acquisition, construction, or improvement of any real estate, facility, betterment, or improvement constituting part of a project of the commission, including acquisition of the site or sites for a project, may be financed in whole or in part by the issuance of bonds payable solely out of the net income received from the operation of such real estate, facility, betterment, or improvement.

(b) Whenever the commission desires to finance such acquisition, construction, or improvement in whole or in part as provided in this section, it shall adopt a resolution authorizing the issuance of such bonds. Such resolution shall set forth the date or dates on which the principal of such bonds shall mature, not exceeding forty (40) years from the date of issuance, the maximum interest rate to be paid thereon, and such other terms and conditions upon which said bonds shall be issued.

(c) The commission shall take all actions necessary to issue the bonds in accordance with the resolution. The commission may enter into a trust agreement with a trust company as a trustee for the bondholders. No action to contest the validity of any bonds to be issued under this section shall be brought after the fifteenth (15th) day following the receipt of bids for such bonds.

(d) Revenue bonds issued under this chapter shall not constitute a debt of the state or of any political subdivision thereof, or a pledge of the faith and credit of the state or any political subdivision, and the bonds shall be payable solely from the revenues pledged for their payment as authorized in this chapter.

(e) Such bonds may be made redeemable before maturity at the option of the commission, at such price or prices and under such terms and conditions as may be determined by the commission in the authorizing resolution. The commission shall determine the form of the bonds, including any interest coupons to be attached to the bonds, and shall fix the denomination or denominations of such bonds and the place or places of payment of principal and interest, which may be at any bank or trust company within or without the state. All such bonds shall have the qualities and incidents of negotiable instruments under the law of the state of Indiana. Provision may be made for the registration of any such bonds as to principal alone and also as to both principal and interest.

(f) The bonds shall be issued in the name of the commission and shall recite on the face of each bond that the principal of



and interest on such bond shall be payable solely from revenues pledged for their payment and are not an obligation of the state or of any political subdivision thereof. The bonds shall be executed by the chairman of the commission, and the seal of the commission shall be affixed and attested by the secretary of the commission. Any coupons attached thereto shall bear the facsimile signature of the chairman of the commission.

(g) This chapter constitutes full and complete authority for the issuance of revenue bonds. No law, procedure or proceedings, publications, notices, consents, approvals, orders, acts, or things by the commission or any other officer, department, agency, or instrumentality of the state, county or any municipality shall be required to issue any revenue bonds except as may be prescribed in this chapter.

(h) Revenue bonds issued under the provisions of this section shall constitute legal investments for any private trust funds and the funds of any banks, trust companies, insurance companies, building and loan associations, credit unions, banks of discount and deposit, savings associations, mortgage guaranty companies, small loan companies, industrial loan and investment companies, and any other financial institutions organized under the laws of the state of Indiana.

(i) The commission may issue refunding bonds in its name for the purpose of refunding any bonds then outstanding and issued under this chapter, including payment of any redemption premium and any interest accrued or to accrue to the date of redemption of the outstanding bonds, and, if deemed advisable by the commission, for the additional purpose of constructing improvements, extensions, or enlargements of any facility, betterment, or improvement in connection with which the bonds to be refunded have been issued. The issuance of the refunding bonds, the maturity dates and other details, and all rights, duties, and obligations of the holders of the refunding bonds and of the commission in respect of the refunding bonds shall be governed by the provisions of this chapter.

Sec. 10. Tax Exemption. The exercise of the powers granted by this chapter is in all respects for the benefit of the people of the state, for the increase of their commerce and health, enjoyment, and prosperity. The operation, creation, development, and maintenance of the projects by the commission constitutes the performance of essential governmental functions. The commission shall not be required

to pay any taxes or assessments upon any project of the commission, or any facility, betterment, or improvement within a project, or any property acquired or used by the commission under the provisions of this chapter, or upon the income or revenue therefrom. The bonds issued under the provisions of this chapter, the interest thereon, the proceeds received by a holder from the sale of such bonds to the extent of the holder's cost of acquisition, or proceeds received upon redemption prior to maturity or proceeds received at maturity, and the receipt of such interest and proceeds shall be exempt from taxation in the state of Indiana for all purposes except the state inheritance tax.

SECTION 2. If any provision or application of this act is held invalid, the invalidity does not affect the remainder of this act unless:

- (1) the remainder is so essentially and inseparably connected with, and so dependent upon, the invalid provision or application that it cannot be presumed that the remainder would have been enacted without the invalid provision or application; or
- (2) the remainder is incomplete and incapable of being executed in accordance with the legislative intent without the invalid provision or application.

SECTION 3. Because an emergency exists, this act takes effect on passage.



Second Regular Session 103rd General Assembly

PRINTING CODE: When a new section, chapter, article, or title is being added to the Indiana Code or the Indiana Constitution, the word **NEW** will appear in that style type in the introductory clause, and the text of the new provision will appear in roman type. When an existing statute or section of the Indiana Constitution is being amended, the text of the existing provision will appear in roman type, additions will appear in **this style type**, and deletions will appear in **this style type**. A SECTION that does not affect the Indiana Code or the Indiana Constitution will appear in roman type.

## HOUSE ENROLLED ACT No. 1276

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AN ACT to amend the Indiana Code concerning certain drains.

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

SECTION 1. IC 14-6-29.5-11 is added to the Indiana Code as a **NEW** section to read as follows: Sec. 11. (a) Whenever a regulated drain that is situated within the Little Calumet River basin as defined by IC 36-7-6-2 is included in a flood control project approved by the department of natural resources:

- (1) the drain ceases to be subject to IC 36-9-27; and
- (2) the agency that constructs and maintains the project at the date the flood control project is approved has the same right-of-entry and right-of-way powers over and upon private lands that is given the county surveyor or drainage board under IC 36-9-27-33.

(b) The construction, reconstruction, and maintenance of such a drain is the responsibility of the agency that constructs and maintains the project.



PRINTING CODE: When a new section, chapter, article, or title is being added to the Indiana Code or the Indiana Constitution, the word **NEW** will appear in that style type in the introductory clause, and the text of the new provision will appear in roman type. When an existing statute or section of the Indiana Constitution is being amended, the text of the existing provision will appear in roman type, additions will appear in **this style type**, and deletions will appear in **this style type**. A SECTION that does not affect the Indiana Code or the Indiana Constitution will appear in roman type.

## **SENATE ENROLLED ACT No. 349**

**AN ACT to amend the Indiana Code concerning the Little Calumet River basin development commission.**

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

**SECTION 1.** IC 14-6-29.5-2, as added by P.L.110-1980, **SECTION 1**, is amended to read as follows: **Sec. 2. Establishment.** (a) There is hereby created as a public body corporate and politic a commission to be known as the Little Calumet River basin development commission. **The The commission may operate in the manner provided in this chapter only in that geographic area within and extending one (1) mile from the bank of the west arm of the Little Calumet River and Burns Waterway in Lake and Porter Counties, except that commission shall not have the power of eminent domain for the construction of marina facilities north of U.S. Highway 12 or south of that point where the west arm of the Little Calumet River meets Burns Waterway. The commission's activities north of U.S. Highway 12 and within and adjacent to Burns Waterway shall be restricted to those that it determines to be necessary for channeling and maintenance and for construction of breakwaters. commission may operate in the manner provided in this chapter only in that geographic area located one (1) mile from the banks of the west arm of the Little Calumet River in Lake and Porter Counties. However, no projects or activities may be undertaken with regard to that watercourse known as "Burns Waterway" except those which the commission determines to be necessary for its channeling and maintenance and for the construction of breakwaters. "Burns Waterway" means the dredged channel in Porter County, Indiana, which connects the**



east and west arms of the Little Calumet River with Lake Michigan.

(b) The commission shall have ten (10) members, one (1) of whom shall be appointed by the board of county commissioners of Lake County; one (1) of whom shall be appointed by the board of county commissioners of Porter County; one (1) of whom shall be appointed jointly by majority vote of mayors of Gary, Hammond, and East Chicago; one (1) of whom shall be appointed by the director of the state department of natural resources; and the remaining six (6) of whom shall be appointed by the governor of the state of Indiana.

(c) One (1) of the initial ten (10) appointees shall be appointed for a term ending December 31, 1980; three (3) for terms ending December 31, 1981; three (3) for terms ending December 31, 1982; and three (3) for terms ending December 31, 1983. The governor shall decide which initial appointee serves for which length of term. Thereafter, After the initial terms of the members, each appointee shall be appointed for a term of four (4) years, except that when appointed to serve an unexpired term, an appointee shall serve only until the end of that unexpired term. No more than five (5) members shall belong to the same political party. The governor shall make his appointments after all the others are made so that this requirement is feasible to implement. A member shall be eligible for reappointment.

(d) The governor shall designate one (1) of the initial appointees as temporary chairman of the commission to serve until a chairman is elected under section 4 of this chapter. The commission shall meet on call of the chairman, the executive director, or any three (3) members. Any seven (7) six (6) members shall constitute a quorum. Each member is entitled to reimbursement for traveling and other expenses as provided in the state travel policies and procedures, established by the department of administration and approved by the state budget agency. Each appointed member is entitled to the minimum salary per diem as provided in IC 4-10-11-2.1(b).



First Regular Session 104th General Assembly

**PRINTING CODE:** When a new section, chapter, article, or title is being added to the Indiana Code or the Indiana Constitution, the word **NEW** will appear in that style type in the introductory clause, and the text of the new provision will appear in roman type. When an existing statute or section of the Indiana Constitution is being amended, the text of the existing provision will appear in roman type, additions will appear in this style type, and deletions will appear in this style type. A **SECTION** that does not affect an existing statute or the Indiana Constitution will appear in roman type.

## **SENATE ENROLLED ACT No. 432**

**AN ACT** to amend the Indiana Code concerning Little Calumet River basin development commission.

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

**SECTION 1.** IC 14-6-29.5-2, as amended by P.L.94-1984, **SECTION 1**, is amended to read as follows: **Sec. 2. (a)** There is hereby created as a public body corporate and politic a commission to be known as the Little Calumet River basin development commission. The commission may operate in the manner provided in this chapter only in that geographic area within and extending one (1) mile from the bank of the west arm of the Little Calumet River and Burns Waterway in Lake and Porter Counties, except that commission shall not have the power of eminent domain for the construction of marina facilities north of U.S. Highway 12 or south of that point where the west arm of the Little Calumet River meets Burns Waterway. The commission's activities north of U.S. Highway 12 and within and adjacent to Burns Waterway shall be restricted to those that it determines to be necessary for channeling and maintenance and for construction of breakwaters. "Burns Waterway" means the dredged channel in Porter County, Indiana, which connects the east and west arms of the Little Calumet River with Lake Michigan.

**(b)** The commission shall have ~~ten (10)~~ eleven (11) members, one (1) of whom shall be appointed by the board of county commissioners of Lake County; one (1) of whom shall be appointed by the board of county commissioners of Porter County; one (1) of whom shall be appointed jointly by majority vote of mayors by the mayor of Gary, Hammond, and East Chicago; one (1) of whom shall be appointed by the mayor of Hammond; one (1) of whom shall be appointed by the director of the state department of natural resources; and the



remaining six (6) of whom shall be appointed by the governor of the state of Indiana.

(c) After the initial terms of the members, each appointee shall be appointed for a term of four (4) years, except that when appointed to serve an unexpired term, an appointee shall serve only until the end of that unexpired term. No more than five (5) six (6) members shall belong to the same political party. The governor shall make his appointments after all the others are made so that this requirement is feasible to implement. A member shall be eligible for reappointment.

(d) The commission shall meet on call of the chairman, the executive director, or any three (3) members. Any six (6) members shall constitute a quorum. Each member is entitled to reimbursement for traveling and other expenses as provided in the state travel policies and procedures, established by the department of administration and approved by the state budget agency. Each appointed member is entitled to the minimum salary per diem as provided in IC 4-10-11-2.1(b).

112

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: W912P6-07-C-0011  
CONTRACTOR: Dyer Construction Co., Inc.  
DESCRIPTION: LCR, Local Flood Protection, Stage 5-2

TS-C-S  
D. Anderson  
Edd/Ibrahim  
Babcock

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	29-Sep-07	13,140,189.41
NTP DATE/CURRENT CONTRACT AMOUNT: Mods None	17-Oct-07	13,140,189.41
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	5-Nov-09	750
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	5-Nov-09	750
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	5-Nov-09	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No.	N/A	0.00
B. Estimated Earnings thru end of reporting period		90,000.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>90,000.00</b>

D. Work Paid for but not in Place (Materials in Storage)	0.00
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<b>TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)</b>	<b>90,000.00</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>90,000.00</b>
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod.	None	13,140,189.41
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications (Gateway Access Ladder Cage)		10,000.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>		<b>13,150,189.41</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification	None	2,000,000.00
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	0.68%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	1.00%
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TOTAL EARNINGS AT THE END OF FY07	0.00
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**PROJECT STATUS/MAJOR ISSUES:**

This Contract is incrementally funded. Contract Awarded 09/29/2007. NTP Acknowledged 10/17/2007

- Pre-Construction Conference was on 10/30/07, 10:00 am at Wicker Park Social Center
- Contractor has stated that they want to get moving on clearing portions of work as soon as possible
- Contractor has stated that they hope to be driving piling through the winter.
- A meeting was held onsite 10/19/07 with Cabella's, LCRBDC, INDOT, City of Hammond and Corps to discuss interim measures for INDOT to be assured that the spoil bank levee at Cabella's is not breached again in case of a high water event. Cabella's (and Dyer working for Cabella's) stated that they would use excavated materials from Cabella's pump station excavation to reinforce temporary spoil bank repairs made after the August 2007 flood. Temporary repairs are completed.
- First progress meeting - 11/28/07, submittals progressing

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.:	W912P6-05-C-0006	TS-C-S
CONTRACTOR:	Dyer Construction Company	D. Anderson
DESCRIPTION:	Little Calumet River, Stage VI-Phase II	Edd/Nielsen Babcock

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	18-Oct-05	4,205,644.17
NTP DATE./CURRENT CONTRACT AMOUNT: Mods	18-Oct-05	4,219,329.46
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	11-Apr-07	540
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	1-Jun-07	591
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	1-Jun-07	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No.	13	4,141,958.88
B. Estimated Earnings thru end of reporting period		56,599.56
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>4,198,558.44</b>

D. Work Paid for but not in Place (Materials in Storage)		0.00
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<b>TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)</b>		<b>4,198,558.44</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>4,198,558.44</b>
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod.	A00003/P00007	4,219,329.46
G. Current Value of Overruns/Underruns (+/-)	(Variations in Final Quantities)	78,390.92
H. Directed, Pending Modifications(- 20K trlr deletion + 10K grading + 1K gates)		-9,092.98
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>		<b>4,288,627.40</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification	A00003/P00007	4,228,422.42
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)		97.90%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)		99.00%
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TOTAL EARNINGS AT THE END OF FY07		4,198,558.44
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**PROJECT STATUS/MAJOR ISSUES:**

- Contract is fully funded - Survey and x-sections complete, submittal pending.
- Drainage mod, Trail gate change and Corps Trailer delete change order processed
- Final Inspection held on August 22, 2007. Final Insp. letter with punch list issued August 28, 2007.
- Final Quantities being determined in preparation for Variation in Estimated Quantities Change Order.
- Vandalism has occurred on trail signs and bollards
- Final inspection punch list items being completed.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

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-I North Levee	Edd Lee

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Sep-05	5,566,871.00
NTP DATE/CURRENT CONTRACT AMOUNT: Mods A00005 & P00012	19-Oct-05	5,734,158.00
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	21-Jul-07	640
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	27-Nov-07	769
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	27-Nov-07	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No. 14	4,883,025.71
B. Estimated Earnings thru end of reporting period	534,087.10
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>5,417,112.81</b>

D. Work Paid for but not in Place (Materials in Storage)	19,002.83
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TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)	5,398,109.98
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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)	5,417,112.81
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod. A00005 & P00012	5,734,158.00
G. Current Value of Overruns/Underruns (+/-)	38,500.00
H. Directed, Pending Modifications (Misc Changes in Progress)	16,000.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>	<b>5,788,658.00</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification A00005 & P00012	5,734,158.00
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ACTUAL PERCENT COMPLETE (A+B+C-D)/(F+G+H)	93.25%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	94.00%
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TOTAL EARNINGS AT THE END OF FY07	5,417,112.81
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**FULLY FUNDED PROJECT**

- All work essentially completed. Pre-Final Walk through 11/28/07.
- Change orders pending for Kennedy Pump Sta outlet change, debris in the drive line, CB-175 modification and August 2007 flood damage prevention emergency work.
- Wetland fill violation at Oxbow outside work limits an issue between LCRBDC, City of Hammond, Corps Regulatory and IDEM. Resolution unknown.



**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

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

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Sep-04	6,503,093.70
NTP DATE./CURRENT CONTRACT AMOUNT: Mods P00015& A00008	4-Nov-04	7,567,601.19
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	4-Dec-06	760
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	5-Sep-07	1035
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	5-Sep-07	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No. 23	6,907,975.45
B. Estimated Earnings thru end of reporting period	391,419.35
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>7,299,394.80</b>

D. Work Paid for but not in Place (Materials in Storage)	0.00
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<b>TOTAL VALUE OF PHYSICAL PROGRESS (A+B+C-D)</b>	<b>7,299,394.80</b>
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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)	7,299,394.80
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod. P00015& A00008	7,567,601.19
G. Current Value of Overruns/Underruns (+/-) (Variations in Final Quant)	150,383.00
H. Directed, Pending Modifications (two mod issues pending)	-18,630.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>	<b>7,398,588.19</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification P00015& A00008	7,567,601.19
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	98.66%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	99.00%
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TOTAL EARNINGS AT THE END OF FY07	7,299,394.80
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**PROJECT STATUS/MAJOR ISSUES:**

Contract fully funded. - North Drive Pump Station being fully operated by Town of Highland. Existing Grace Street Pump Station taken out of service August 10, 2007. Final Inspection was held on Oct 12, 2007. Punch lists gathered and being worked on. Liquidated damages assessed Sep 6 thru Sep 19 due to Contractor not finished within contract duration, as adjusted.



**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: W912P6-07-C-0003	TS-C-S
CONTRACTOR: Dyer Construction Co., Inc.	D. Anderson
DESCRIPTION: LCR, Local Flood Protection, Burr Street Phase 2 East	Edd/Nielsen Crab

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	28-Feb-07	3,342,583.22
NTP DATE./CURRENT CONTRACT AMOUNT: Mods A00001	13-Mar-07	3,342,583.22
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	5-Jul-08	480
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	20-Jul-08	495
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	20-Jul-08	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No.	2,005,020.51
B. Estimated Earnings thru end of reporting period	152,216.24
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>2,157,236.75</b>

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)	2,157,236.75
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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)	2,157,236.75
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod. A00001	3,342,583.22
G. Current Value of Overruns/Underruns (+/-) (unsuitable Levee Fndtn Matl and levee fill)	-190,000.00
H. Directed, Pending Modifications (Mult. Changes)	-173,000.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>	<b>3,359,583.22</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification A00001	3,342,583.22
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	64.21%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	64.00%
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TOTAL EARNINGS AT THE END OF FY07	2,000,000.00
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**PROJECT STATUS/MAJOR ISSUES:**

**This Contract is fully funded.** Contract Awarded 02/28/2007. NTP Acknowledged 03/13/2007

- Staged levee construction complete.
- Modification processed for unusually severe weather and recent flooding that has delayed progress on project.
- I-Wall sheet piling placed. I-Wall Concrete placed. Sheet Pile Concrete on both RR closures completed.
- RFP sent to Contractor for miscellaneous mod. received preliminary approval from LCRBDC. Proposal being reviewed.
- RFP for DSC in Levee Foundation approx Sta 65 to 72. Proposal being reviewed.
- Unsuitable material found So. of RR caused stripping and fill overrun.
- RFP for Deletion of Outlets at Stations 58+40 and 82+67 issued. Preliminary proposal received.
- Wick drains at Station 75+52 completed. Pre-Load completed and removed. Structure started.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: W912P6-06-XX-0099	TS-C-S
CONTRACTOR: Superior Construction Company	D. Anderson
DESCRIPTION: Local Flood Protection Little Calumet River, Indiana Burr Street Betterment Gary	Nielsen Lee

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	18-Jan-06	2,301,518.00
NTP DATE./CURRENT CONTRACT AMOUNT: Mods 2	31-May-06	2,549,885.15
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	24-Aug-07	450
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	24-Aug-07	450
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	24-Aug-07	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No. 8	1,826,271.07
B. Estimated Earnings thru end of reporting period	723,614.08
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>2,549,885.15</b>

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)	2,549,885.15
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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)	2,549,885.15
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**TOTAL ESTIMATED FINAL CONTRACT AMOUNT**

F. Current Contract Amount thru Mod. 2	2,549,885.15
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>2,549,885.15</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification 2	2,266,271.07
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Note: See PROJECT STATUS/MAJOR ISSUES heading below for current obligated amount.

ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	99.00%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	100.00%
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TOTAL EARNINGS AT THE END OF FY07	1,606,271.07
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**PROJECT STATUS/MAJOR ISSUES:**

This Project is funded by the City of Gary. The managing "Board" accepted Change #2 on 25 July 2007 at \$175,694.15. Due to fiscal constraints and overdue payments, the City of Gary and the Contractor have entered an agreement (details have not been disclosed) such that the contract will be paid off in approximately \$220,000 increments by the end of the calendar year. Based on this information, the "FUNDS OBLIGATED FOR PAYMENT" amount has been adjusted to \$2,266,271.07 in anticipation of remaining funds to be paid. As-built drawings were approved by TS-DC on 3 OCT 2007 and have been signed by TS-C. Reproduction is in progress. Other closeout documentation is being organized. Ditch 5 has flooded on several occasions. We continue to monitor weed and sparse grass growth on areas of the levee. Mowing occurred on 10/23/2007. The Contractor indicates that any warranty items remaining at the end of the warranty period (May 2008) will be corrected.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: DACW23-02-C-0011  
CONTRACTOR: Renewable Resources  
DESCRIPTION: Little Calumet River - Mitigation

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

ORIGINAL CONTRACT AWARD DATE/AMOUNT:	29-Sep-02	921,102.68
NTP DATE./CURRENT CONTRACT AMOUNT: Mods P00023	7-Nov-02	1,405,940.96
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	11-Jan-04	430
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	15-Jan-08	1895
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	15-Jan-08	0

**ESTIMATED PROGRESS**

A. Present Earnings as of Pay Est. No. 18	1,390,911.63
B. Estimated Earnings thru end of reporting period	0.00
C. Value of work Performed on Directed Mods (Earnings not paid for)	0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>	<b>1,390,911.63</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>1,390,911.63</b>

E. Potential Termination Costs (% of Remaining Costs){If Applicable}	0.00
<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>	<b>1,390,911.63</b>

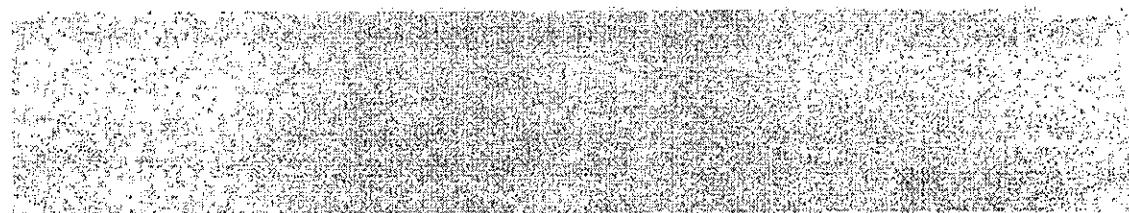
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT</b>	
F. Current Contract Amount thru Mod. P00023	1,405,940.96
G. Current Value of Overruns/Underruns (+/-)	0.00
H. Directed, Pending Modifications	0.00
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>	<b>1,405,940.96</b>

FUNDS OBLIGATED FOR PAYMENT: thru Modification P00023	1,405,940.96
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ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)	98.93%
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SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)	99.00%
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TOTAL EARNINGS AT THE END OF FY07	1,390,911.63
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**PROJECT STATUS/MAJOR ISSUES:**

- Contractor continues maintenance of restored areas and destroying invasive plants.
- Contractor's maintenance and monitoring period to be completed in early November 2007
- Final Quantities Modification P00022 was completed 22 OCT 2007 (-\$95.67)
- Modification P00023, to extend contract to 15 JAN 2008 to achieve final burn, was completed 28 NOV 2008.
- Final burn and Final Inspection scheduled 03 DEC 2007 weather permitting.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: DACW27-01-C-0001		TS-C-S
CONTRACTOR: Overstreet Electric Co. Inc.		D. Anderson
DESCRIPTION: Little Calumet River - Pump Station Rehabilitation Phase 1A		G. Anderson Craib
ORIGINAL CONTRACT AWARD DATE/AMOUNT:	5-Oct-00	4,638,400.00
NTP DATE./CURRENT CONTRACT AMOUNT: Mods 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
<b>ESTIMATED PROGRESS</b>		
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
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>4,239,286.58</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>4,239,286.58</b>
E. Potential Termination Costs (% of Remaining Costs){If Applicable}		Not Available
<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>		<b>4,239,286.58</b>
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT</b>		
F. Current Contract Amount thru Mod. A00015 & P00020		4,262,835.48
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>4,262,835.48</b>
<b>FUNDS OBLIGATED FOR PAYMENT: thru Modification A00015 &amp; P00020</b>		<b>4,262,835.48</b>
<b>ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)</b>		<b>86.00%</b>
<b>SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)</b>		<b>100.00%</b>
<b>TOTAL EARNINGS AT THE END OF FY07</b>		<b>4,239,286.58</b>

**PROJECT STATUS/MAJOR ISSUES:**

- 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.  
The bonding company conducted a Prebid Meeting and site visit on 05 APR 2007.  
Bid Opening was 19 APR 2007.  
The bonding company notified us on 24 APR 2007 that Thieneman Construction is the low bidder.  
Contracting requires that a Surety Takeover Agreement be in place before work begins.  
USACE returned Surety Takeover Agreement to bonding company with our comments/changes.  
The bonding company is working on details of their contract with Thieneman Construction.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: DACW27-01-C-0008		TS-C-S
CONTRACTOR: Overstreet Engineering and Construction, Inc.		D. Anderson
DESCRIPTION: Little Calumet River - North Fifth Ave. Pump Station Rehabilitation		G. Anderson Craib
ORIGINAL CONTRACT AWARD DATE/AMOUNT:	21-Feb-01	2,387,500.00
NTP DATE./CURRENT CONTRACT AMOUNT: Mods A00014 thru P00012	16-Apr-01	2,518,988.44
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION	17-Mar-03	700
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	27-Jan-04	1,016
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS	27-Jan-04	0
<b>ESTIMATED PROGRESS</b>		
A. Present Earnings as of Pay Est. No. 23		2,494,289.22
B. Estimated Earnings thru end of reporting period		0.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>2,494,289.22</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>2,494,289.22</b>
E. Potential Termination Costs (% of Remaining Costs){If Applicable}		0.00
<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>		<b>2,494,289.22</b>
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT</b>		
F. Current Contract Amount thru Mod. A00014 thru P00012		2,518,988.44
G. Current Value of Overruns/Underruns (+/-)		0.00
H. Directed, Pending Modifications (A00013 & A00014)		-15,206.36
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT (F+G+H)</b>		<b>2,503,782.08</b>
<b>FUNDS OBLIGATED FOR PAYMENT: thru Modification A00014 thru P00012</b>		<b>2,518,988.44</b>
<b>ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)</b>		<b>99.62%</b>
<b>SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)</b>		<b>100.00%</b>
<b>TOTAL EARNINGS AT THE END OF FY07</b>		<b>2,494,289.22</b>

**PROJECT STATUS/MAJOR ISSUES:**

- Contract substantial completion date was 27 January 2004.
- The Corps sent Overstreet a "Show Cause" Notice by email on 16 AUG 2005.
- We have not been able to contact Overstreet - phone line is no longer in service. They have not provided an invoice for work performed since AUG 2004. The work is physically complete.
- District office has prepared the As-Builts and they have been signed and distributed.
- A modification is in progress (\$15,206.36 Credit) to delete cost to complete As-Built drawings and costs to repair a latent defect.

**Calumet Area Office  
Construction Progress Report  
Thru End of: November 2007**

CONTRACT NO.: W912P6-04-C-0003		TS-C-S
CONTRACTOR: Tallgrass Restoration, LLC		D. Anderson
DESCRIPTION: Little Calumet River Landscaping, Phase 2		Mills Rundzaitis
ORIGINAL CONTRACT AWARD DATE/AMOUNT:	30-Jun-04	648,995.23
NTP DATE./CURRENT CONTRACT AMOUNT: Mods P00007	29-Jul-04	648,995.23
ORIGINAL CONTRACT COMPLETION DATE/ORIGINAL DURATION:	1-Oct-10	2255
REVISED CONTRACT COMPLETION DATE/REVISED DURATION:	1-Oct-10	2255
PENDING SCHEDULED COMPLETION DATE/PENDING TIME EXTENSIONS:	1-Oct-10	0
<b>ESTIMATED PROGRESS</b>		
A. Present Earnings as of Pay Est. No. 10		490,962.43
B. Estimated Earnings thru end of reporting period		0.00
C. Value of work Performed on Directed Mods (Earnings not paid for)		0.00
<b>TOTAL ESTIMATED PROGRESS (A+B+C)</b>		<b>490,962.43</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>490,962.43</b>
E. Potential Termination Costs (% of Remaining Costs){If Applicable}		0.00
<b>FINANCIAL PROGRESS - (A+B+C+D-E)</b>		<b>490,962.43</b>
<b>TOTAL ESTIMATED FINAL CONTRACT AMOUNT</b>		
F. Current Contract Amount thru Mod. P00007		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 P00007		507,000.00
<b>ACTUAL PERCENT COMPLETE (A+B+C+D-E)/(F+G+H)</b>		<b>75.65%</b>
<b>SCHEDULED PERCENT COMPLETE (per NAS or Progress Chart)</b>		<b>77.00%</b>
<b>TOTAL EARNINGS AT THE END OF FY07</b>		<b>490,962.43</b>

**PROJECT STATUS/MAJOR ISSUES:**

- Awaiting request from Mr. Pokarjac to remove a portion of the damaged area from the contract work. Mr. Pokarjac will also had the levee's surveyed to compare to as-built drawings. The sponsor's surveys show results with elevations as much as 8" below design elevations. The surveys should be reviewed by geotech to determine if the sponsors elevations are accurate. CAO sent an email on 27 November to follow up on this issue.
- CAO attended levee inspections along with Geotech and the local sponsor. The billboard contractor repaired areas that were damaged during the installation of the signs. A meeting was held between CAO, PM, DG, and PL to determine that the grass mix in the damaged areas will be the same as used in the Landscape II contract specifications. Seeding will be performed in Spring 2008.
- Some bare areas exist along the project stretch. The Contractor plans to reseed the areas, a detailed plan will be provided from the Contractor.
- Currently preparing a funding modification to fully fund the contract. Awaiting certification of the PR&C.



**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**  
**MONTHLY BUDGET REPORT, REVISED**

	2007							UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED BUDGETED TOTAL BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00 5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33	283.33	1,699.98 1,800.02
5812 NIRPC SERVICES	145,000.00	11,742.56	12,743.90	12,536.24	13,188.58	12,475.34	12,586.25	75,272.87 69,727.13
5821 TRAVEL/MILEAGE	2,500.00	38.40	41.00	12.40	14.00	24.40	489.20	619.40 1,880.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82 1,963.18
5823 BONDS/INSURANCE	8,000.00	0.00	150.00	0.00	6,406.25	0.00	0.00	6,556.25 1,443.75
5824 TELEPHONE EXPENSES	6,500.00	469.54	472.65	527.86	553.80	506.48	584.25	3,114.58 3,385.42
5825 MEETING EXPENSES	5,000.00	79.50	188.50	106.95	0.00	0.00	0.00	374.95 4,625.05
5840 PROFESSIONAL SERVICES	1,700,000.00	35,139.96	72,326.12	77,003.90	163,308.17	56,647.33	101,469.82	505,895.30 1,194,104.70
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	1,783.00	49,686.00	15,109.00	15.00	0.00	109,517.86	176,110.86 1,451,889.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	0.00	0.00	3,229.90	1,196.16	265.26	4,691.32 995,308.68
5883 PROJECT LAND CAP. IMPROV.								0.00 0.00
5884 STRUCTURES CAP. IMPROV.								0.00 0.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00 1,442,583.00
	<b>5,950,583.00</b>	<b>49,536.29</b>	<b>135,891.50</b>	<b>105,579.68</b>	<b>186,999.03</b>	<b>71,133.04</b>	<b>227,682.79</b>	<b>776,822.33 5,173,760.67</b>

	2007							UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED BUDGETED TOTAL BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00		2,450.00 5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33		3,116.63 383.37
5812 NIRPC SERVICES	145,000.00	12,055.26	13,069.34	12,325.44	12,791.69	12,472.03		137,986.63 7,013.37
5821 TRAVEL/MILEAGE	2,500.00	30.80	155.80	36.40	68.00	0.00		910.40 1,589.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	30.00	0.00	0.00		66.82 1,933.18
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	0.00	0.00		6,556.25 1,443.75
5824 TELEPHONE EXPENSES	6,500.00	549.22	559.76	394.86	460.23	453.43		5,532.08 967.92
5825 MEETING EXPENSES	5,000.00	0.00	59.67	235.34	179.11	0.00		849.07 4,150.93
5840 PROFESSIONAL SERVICES	1,700,000.00	26,077.53	65,809.52	32,736.26	42,757.54	156,691.85		829,968.00 870,032.00
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	116.00	98.00	0.00	2,551.00	953.48		179,829.34 1,448,170.66
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	45,149.27	0.00	30,031.83	24,449.44		104,321.86 895,678.14
5883 PROJECT LAND CAP. IMPROV.								0.00 0.00
5884 STRUCTURES CAP. IMPROV.								0.00 0.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00 1,442,583.00
	<b>5,950,583.00</b>	<b>39,112.14</b>	<b>125,184.69</b>	<b>46,041.63</b>	<b>89,122.73</b>	<b>195,303.56</b>	<b>0.00</b>	<b>1,271,587.08 4,678,995.92</b>

STAGE V - PHASE 2  
NIPSCO R/W - PIPELINE CORRIDOR

Page 1 of 2

COMPANY	PRIME CONTACT	PIPE SIZE	EST. COST	HUNTINGTON APPROVED AND SENT TO CHICAGO	LOCAL CONTACT	STATUS/COMMENTS
Buckeye Partners 9999 Hamilton Blvd Tek #5 Breinigsville PA 18031	Don Samala <a href="mailto:dsamala@buckeye.com">dsamala@buckeye.com</a> (Re-location Engineer) (484) 232-4303	10"	\$117,456.00	12/6/2007	Gene Pugh (Field Rep) (219) 781-6357 (cell) (219) 989-8603	APPROVED BY  CORPS ON  12/6/2007
					Al Kosior (Engineer) <a href="mailto:akosior@buckeye.com">akosior@buckeye.com</a> (219) 397-3656 (Ext.25)	
Buckeye Partners 9999 Hamilton Blvd Tek #5 Breinigsville PA 18031	Don Samala <a href="mailto:dsamala@buckeye.com">dsamala@buckeye.com</a> (Re-location Engineer) (484) 232-4303	14" (Formerly Equilon line)	\$117,456.00	12/6/2007	Gene Pugh (Field Rep) (219) 781-6357 (cell) Office (219) 989-8603	
					Al Kosior (Engineer) <a href="mailto:akosior@buckeye.com">akosior@buckeye.com</a> (219) 397-3656 (Ext.25)	
Buckeye Partners 9999 Hamilton Blvd Tek #5 Breinigsville PA 18031	Don Samala <a href="mailto:dsamala@buckeye.com">dsamala@buckeye.com</a> (Re-location Engineer) (484) 232-4303 (Formerly Transmontaigne line)	8"	\$60,878.00	12/6/2007	Gene Pugh (Field Rep) (219) 781-6357 (cell) (219) 989-8603	
		8"	\$145,878.00		Al Kosior (Engineer) <a href="mailto:akosior@buckeye.com">akosior@buckeye.com</a> (219) 397-3656 Ext.25	
BP Amoco 8230 Whitcomb Merrillville IN 46410	Dane Graham <a href="mailto:dane.graham@bp.com">dane.graham@bp.com</a> (630) 414-0011 (cell)	8" (E. of East NIPSCO R/W Line)	\$239,335.00	(From BP Amoco on 12/6/07)	Ms. Marcie Foster R/W Specialist <a href="mailto:marcie.foster@bp.com">marcie.foster@bp.com</a> Main Office: 28100 Torch Pkwy, Ste. 600 Warrenville IL 60555 (630) 836-3461 (630) 836-3585 (fax)	APPROVED BY CORPS ON 12/6/2007
		22"				
Wolverine (formerly EXXON/ Mobil) 8105 Valleywood Portage MI 49024	Fred Hipshear (269) 323-2491 (Ext. #24) (269) 217-5158 (cell) <a href="mailto:fred_hipshear@wplco.com">fred_hipshear@wplco.com</a>	16"	\$17,400.00	August 7, 2007	Scott Smith Damage Prevention Specialist <a href="mailto:scott_smith@wplco.com">scott_smith@wplco.com</a> (815) 838-8160 (815) 325-5357 (cell)	Wolverine requested to send revised estimates on 10/23/07
		18"				
NIPSCO 801 E. 86th Avenue Merrillville IN 46410	Mark Pasyk (219) 647-4299 <a href="mailto:mlpasyk@nirsource.com">mlpasyk@nirsource.com</a>	8"	\$201,868.00	August 26, 2007	Frank Janosi Electric Transmission Engineer (219) 886-5560	Huntington re-submitted new, simplified specs on 10/23/07. Awaiting breakdown of cost for each line.
		12"			Neal Arndt Gas Transmission Engineer <a href="mailto:neardt@nirsource.com">neardt@nirsource.com</a> (219) 647-4779	
		36"				



## NORFOLK-SOUTHERN R/W - RAILROAD AND PIPELINE CORRIDOR

COMPANY	PRIME CONTACT	PIPE SIZE	EST. COST	HUNTINGTON APPROVED AND SENT TO CHICAGO	LOCAL CONTACT	STATUS/COMMENTS
Norfolk Southern Railway Company 1200 Peachtree Street N.E. 12th Floor Atlanta GA 30309	Danny Young 404-915-1380 (Coordinates with Mark Sawyer)	6" Steel Conduit w/Comm. Lines (located approx. 10' E. of East set of rails)	Note: This line needs to be identified for use			
Conoco Phillips Pipe Line Company P. O. Box 277 Baldwin MO 63022	Bob Hardt <a href="mailto:bob.l.hardt@conocophillips.com">bob.l.hardt@conocophillips.com</a> (636) 391-1660	8" (Located West of NSRR R/W easement line) 8" on NSRR R/W	\$333,000.00	August 7, 2007	Gary Hanten <a href="mailto:gary.l.hanten@conocophillips.com">gary.l.hanten@conocophillips.com</a> 400 E. Columbus Drive East Chicago IN 46312 (219) 397-6666 Ext.304	Huntington re-submitted new, simplified specs on 10/23/07. Awaiting breakdown of cost for each line.
Explorer Pipeline P. O. Box 2650 Tulsa OK 74101-2650	Patrick Nwakoby (918) 493-5172	24" (Located East of NSRR Embankment)	\$155,471.67	August 7, 2007	Alton Ryals Hammond Area Supervisor 3737 Michigan Street Hammond IN 46323-1202 (219) 989-8262 (219) 712-4573 (cell)	Huntington re-submitted new, simplified specs on 10/23/07. Awaiting breakdown of cost for each line.
Marathon Ashland Pipelines 3106 Kickbush Dr. Valparaiso IN 46385	Dave Woodsmall (219) 477-4001 (219) 508-3928 (cell)	12" 16" (Located East of toe of Embankment)	\$150,277.00	October 10, 2007	Steve Woods (Land Agent) (217) 382-2248 (812) 249-0445 (cell) Ryan Bandy (Engineering Coord.) Fransworth Group (314) 962-7901 Ext. 225	Huntington re-submitted new, simplified specs on 10/23/07. Awaiting breakdown of cost for each line.
Level 3 Communications, LLC "T-Cubed" (formerly Wiltel) 1025 Eldorado Blvd. Broomfield CO 80021	Keith Osborn Network Infrastructure Services <a href="mailto:keith.osborn@level3.com">keith.osborn@level3.com</a> (720) 888-2774	Communications Line in 10" PVC (Located East of NSRR Embankment)			Oscar Rios Lake County Rep (219) 712-0731 Danny Young (404) 915-1380 (Coordinates with Mark Sawyer)	To be coordinated by Bergmann Associates (Chicago Corps railroad consultant)

**TOTAL ESTIMATED COSTS TO DATE  
(BUT NOT ALL APPROVED) - \$1,539,019**

12/11/07

Little Calumet River Levee  
Pipeline Cost Summary  
(HUNTINGTON DISTRICT)

6 November 2007

Wolverine	Wolverine's 18" dia. pipeline between Wolverine's 16" dia. pipeline and Buckeye Partners' 10" dia. Pipeline	591.44	586.09	592.1	587.68	Fred Hipshear	269-323-2491 Ext. 24 269- 217-5158 fhipshear@wplco.com	10-23-07 sent specs and Fred will send a revised estimate		
Buckeye Partners	Buckeye Partners' 10" dia. Pipeline between Wolverine's 16" dia. Pipeline and NIPSCO 8" dia. Pipeline	591.31	589.92	592	587.92	Steve Schory	610-385-8497	ECO10XF \$117,456	11/20/07	12/6/2007
NIPSCO	NIPSCO's 8" dia. Pipeline between Buckeye Partners' 10" dia. Pipeline and NIPSCO's 12" dia. Pipeline	591	589.29	592.03	588.13	Neal Amdt	219-647-4779	10-23-07 Sent specs. & requested estimate split by pipeline		
						Mark Pasyk	219-647-4299	POC not contacted to date		
NIPSCO	NIPSCO's 12" dia. Pipeline between NIPSCO's 8" dia. Pipeline and NIPSCO's 30" dia. Pipeline	591.13	587.86	592	587.03	Neal Amdt	219-647-4779	10-23-07 Sent specs. & requested estimate split by pipeline		
						Mark Pasyk	219-647-4299	POC not contacted to date		
NIPSCO	NIPSCO's 30" dia. Pipeline between NIPSCO's 12" dia. Pipeline and AMOCO's 8" dia. Pipeline	592.33	588.16	592.13	584.28	Neal Amdt	219-647-4779	10-23-07 Sent specs. & requested estimate split by pipeline		
						Mark Pasyk	219-647-4299	POC not contacted to date		
BP AMOCO	AMOCO's 8" dia. Pipeline on east side of NIPSCO's 30" dia. Pipeline	592.03	589.43	596.23	586	Dane Graham	630-414-0011(cell)	\$119,667.50	11/21/07	12/6/2007
Conoco-Phillips	Two 8" pipeline west of NSRR R/W and an 8" pipeline on NSRR R/W					Gary Hanten Bob Hardt	219-397-6666 ext 307 636-493-5172	10-23-07 Sent Specs. He will send a revised estimate POC		

(HUNTINGTON DISTRICT)

Utility	Pipe Size & Location	South Ground Elev.	South T/P ELEV.	North Ground Elev.	North T/P ELEV.	Estimator	Telephone	Estimate Amount	Date Estimate Received	Date Approved
Fiber Optic (T3-NSRR)	10" steel pipeline between railroad and WILTEL Communications							To be coordinated by Bergmann		
Marathon Ashland	Marathon Ashland's 12" dia pipeline between WILTEL Communications and Marathon Ashland's 16" dia pipeline					Ryan Bandy	314-962-7901 Ext. 225 rbandy@F.W.com 219-477-4001	10-23-07 sent specs. & on 10- 24-07 notified I should get estimate early next week		
						Dave Woodsmall	219-508-3928 (cell)	POC		
Marathon Ashland	Marathon Ashland's 16" dia. Pipeline between Marathon Ashland's 12" pipeline and Explorer's 24" pipeline					Ryan Bandy	314-962-7901 Ext. 225 rbandy@F.W.com 219-477-4001	10-23-07 sent specs. & on 10- 24-07 notified I should get estimate early next week		
						Dave Woodsmall	219-508-3928 (cell)	POC		
Explorer	24" dia. pipeline between Marathon Ashland's 16" dia. pipeline and AMOCO's 22" dia. Pipeline	592.27	586.47		586.45	Patrick Nwakoby	918-493-5172	10-17-07 informed Patrick about fill responsibilities & now waiting on estimate submission. Did not need to see specs.		
BP AMOCO	22" dia pipeline between Explorer's 24" dia. pipeline and Buckeye Partner's 8" dia. pipeline	592.46	589.61		585.94	Dane Graham	630-414-0011(cell)	\$119,667.50	11/21/07	12/6/2007
Buckeye Partners	Two 8" dia. pipeline between AMOCO's 22" dia pipeline and Buckeye partners 14" pipeline	592.42	586.92		586.93	Steve Schory Don Samala	610-385-8497 484-232-4303	KG155HD \$60,878 and HD156KG \$145878 POC	11/20/07	12/6/2007
Buckeye Partners	Buckeye Partners 14" dia. Pipeline between Buckeye Partners two 8" dia. pipelines and Wolverine's 16" dia. Pipeline	591.86	589.23	591.97	588.38	Steve Schory Don Samala	610-385-8497 484-232-4303	WO160EH \$117,456 POC	11/20/07	12/6/2007
Wolverine	Wolverine 16" dia pipeline between Buckeye Partners 14" dia. pipeline and Wolverine's 18" dia. Pipeline	591.97	587.55	592.1	587.97	Fred Hipshear	269-323-2491 Ext. 24 269 217-5158 fhipshear@wplco.co m	10-23-07 sent specs and Fred will send a revised estimate		

# BREAKDOWN SHEET SLUICE/FLAP GATE REPAIRS (17 LOCATIONS - GARY)

CONTRACTOR	TOTAL BASE BID	EXCEPTIONS/CLARITY
AUSTGEN ELECTRIC, INC.	* \$60,529	NONE
SOUTH SHORE MARINA, INC.	\$ 19,425	NONE
DYER CONSTRUCTION CO.	DECLINED TO BID	-
PREP-DEL ELECTRIC	DECLINED TO BID	-

\* WE RECOMMEND USING AUSTGEN ELECTRIC, INC. TO DO THIS WORK BASED UPON THEIR SUBMITTING THE LOWEST BID AND UPON THEIR PAST EXPERIENCE AND WORK PERFORMANCE DURING SLUICE/FLAP GATE REPAIR WORK OVER THE PAST SEVERAL YEARS.

# **LAND ACQUISITION REPORT**

**For meeting on Wednesday, December 5, 2007**

***(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 November 1 – November 28, 2007)***

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## **EAST REACH – REMAINING ACQUISITIONS**

1. This stage still has about 25 flowage easements that need to be acquired. They are not high-priority and can be acquired as time permits.
  - Emphasis now is on finishing Stage VII and VIII. Any East Reach parcels left will be “cleaned-up” after construction of the project is completed.
2. **A condemnation hearing was held on 10/19/07 for the WLTH Radio Station. Landowner failed to attend and the Court proceeded to appoint the three appraisers who will appraise the property and report their findings back to the Court.**

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

1. Right-of-entry was signed 7/11/07. Eleven options were attached. Since July, we have acquired 9 of those acquisitions. Two remain:
  - NIPSCO – Conference call was held 10/29/07. Substantial progress was made to agree on insurance and liability issues.
  - **LCRBDC is looking into insurance liability costs that NIPSCO has requested. Negotiations continue**
  - NSRR – Conference call was held on 10/25/07. Outstanding issues were resolved and railroad seems ready to forward the easements to legal to sign.
  - **Railroad engineering is now negotiating the costs of construction. Agreement between NSRR, Corps, and LCRBDC should finalize the settlement.**

## **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. (October 6, 2007 projected completion date)

## **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. All 14 offers for properties north of the river have been made. Three private landowners have accepted and the bulk of these offers (to Hammond) will be presented to the city, parks, redevelopment council and person. (Ongoing)
2. **All 33 offers for Munster landowners were delivered in August 2007. Six are still in negotiations: (2) private landowners with engineering concerns, (1) in condemnation, (1) utility corporation, (2) trusts that have been slow to respond.**
3. The LCRBDC had concerns with a new engineering team being assigned to review and update this segment.
  - **The current schedule, as outlined in an email from the Corps on October 26, 2007 indicates 75% of plans & specs will be ready for review on April 7, 2008, 100% June 20, 2008, design complete July 3, 2008, advertise August 12, 2008, and award on September 26, 2008.**

1-4



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

1. Our team of seven appraisers and one reviewer (Allstate Appraisal Company) have completed 73 appraisals and reviews to date. Several appraisals may have to be modified due to Corps changes in engineering that reflect real estate boundaries. 5-6
2. The appraisers have been hampered in their work due to 49 surveys having to be redone. Contract deadlines were for 10/31/07; however, some surveys are still outstanding. We are extending contract completion dates. 7
  - 18 surveys being done by Torrenge are being modified due to change of ownership, engineering changes, or minor overlay errors. Met with Torrenge on November 21 and presented all changes or corrections. Surveys will all be submitted by November 30, 2007.
3. Several landowners have concerns with our plans and/or offers
  - A. DC-1340 – Corps redoing project real estate to requirements to answer landowner concerns.
  - B. DC-1302 – Landowner (Unity Church of Christ) will be impacted at septic system. 8-9
    - Met with plumbing contractor on November 9, 2007 to contract out to locate septic and provide proposal to allow church to maintain sanitary.
    - Received letter on November 27 indicating both the holding tank and filter bed are underneath the existing levee and a city hook-up will be needed to allow continued service (not enough real estate is available to install a new septic system). We will obtain a second estimate as well.
  - C. DC-1315 – Landowner NICTD wants conference call to discuss project and plans affecting its property.
  - D. DC-1303 & 1304 – Appraisals on two parcels total a land value of \$695,000. 10  
Corps is reviewing the real estate limits to see if the take can be reduced.
4. A meeting was held with the residents of Southmoor Road, the Corps, and the LCRBDC on October 20 to field review the stakeout of the permanent easement and line of protection (Refer to Engineering Report for Stage VIII) 11
  - A letter of summary was sent to the residents on November 20, 2007 providing a current update on the status of engineering design and real estate impacts.

**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. The ROE was signed by the LCRBDC on July 24<sup>th</sup>, 2006, and forwarded to the Army Corps.
2. Construction started mid June 2007.

**PUMP STATION REHABILITATION – CONTRACT 2**

1. Received an email from the Corps on November 19, 2007 indicating that the contract was broken up and that 2A will include pump rebuilds of the (2) smaller stations – Forest Avenue/173<sup>rd</sup> St., and Tapper Avenue. 12-14
2. Received 100% engineering review set
  - LCRBDC contracted SEH on a cost/hour basis to submit comments.
  - LCRBDC contracted out DLZ on September 19, 2007 to do property ownership research for each station to determine what interest the HSD has at each location.
    - > They will provide the location surveys and easement overlays in order to get ROE to work on the stations.



- A plan-in-hand meeting was held on November 27 to field review the (2) pump stations in Phase 2A (Forest Avenue and Tapper)
- An email was sent to the Corps on November 27 requesting real estate requirements and types of easements (not just work limits).

15

#### **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. Appraisal was completed and reviewed. Offer was sent 8/16/06, landowner rejected offer and requested modifications to the design for future development.
2. Landowner met with Corps and LCRBDC on 1/10/07 to discuss modifications to the real estate requirements. Owner's possible buyer submitted plans that address hydrology concerns and the CORPS has approved.
3. LCRBDC wrote a letter of support to the IDNR on June 22, 2007 indicating that the landowner's plan is compatible with the Little Calumet River Flood Control Project and provides additional (compensatory) storage for flood waters. **(Ongoing)**
  - LCRBDC received a public notice for permit application from V3 (Realty agent) dated May 7, 2007 and received May 25, 2007. (Ongoing.)

#### **CREDITING:**

##### **1. INDOT CREDITING**

- A. LCRBDC has requested credit to the project for the bridges reconstructed as part of the project - Indianapolis Blvd., Cline Avenue, Grant and Georgia Streets.
  - B. The Army Corps from Detroit agreed to help the LCRBDC with INDOT bridge crediting coordination.
    - A meeting, and field inspection, was held with their representative on July 31 and August 1, 2007, to familiarize them with the INDOT construction.
    - They have already obtained some data for Indianapolis Boulevard, Cline Avenue, Grant St., and Georgia. **(Ongoing)**
  - C. A conference call with INDOT and Chicago/Detroit Corps, and the LCRBDC was held on November 29, 2007 to discuss points of contact for information and coordination.
2. Total land acquisition costs that have been credited total \$6,893,804. We have 45 tracts still under Corps review totaling \$878,994. We expect higher crediting amounts as we move westward due to west reach land values being higher than east reach values.
  3. Cabela's has donated the amount for their easements and we do receive credit. A previous appraisal valued the easements as Cabela's on the property for \$3.3 million. Corps has refused the appraisal and requested a second appraisal valuing the land as the Woodmar Golf Course. The easements are now valued as \$1,875,000. We will continue to discuss this matter to a resolution. (Appraisals totaling a land value of \$1,000,000 or more must be reviewed and approved by headquarters in Cincinnati.)

16-17

18-19

**Jim Pokrajac**

**From:** "Cunningham, Matthew W LRC" <Matthew.W.Cunningham@usace.army.mil>  
**To:** "Jim Pokrajac" <jpokrajac@nirpc.org>; "Samara, Imad LRC" <Imad.Samara@usace.army.mil>  
**Cc:** <dgardner@nirpc.org>; <jvamos@nirpc.org>; "Lou Casale" <lcasale@cwblawfirm.com>;  
 "Sampson, Eric LRC" <Eric.Sampson@usace.army.mil>  
**Sent:** Friday, October 26, 2007 12:20 PM  
**Subject:** RE: Plans for Little Calumet River Stage 7 which Impact BP Underground Lines (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Jim,

Answer to Question 1:

I would call the plans we provided him 50% preliminary design plans. I don't see the horizontal alignment changing but, this design still needs to be finished and go through the Corps review process.

Answer to Question 2:

At this point in the project we are flexible on what technique the Corps uses. We are not going to use the method shown in the current 50% plans. If BP prefers the "bridging technique" from 5-2 we can do it that way. So if BP wants to tell us right now the method they want to see used that would be great.

Answer to Question 3:

Not sure what you are asking about in question 3.

Here is the schedule:

Task Description	Projected Start Date	Projected Completion Date
1 Prepare 75% P&S	11/30/07	04/07/08
2 75% P&S PDT/ITR/BCOE Review	04/07/08	04/25/08
3 Incorporate Comments	04/28/08	05/30/08
& Prepare 100% P&S		
4 100% P&S ITR/PDT Review	06/02/08	06/13/08
5 Incorporate ITR/PDT	06/16/08	06/20/08
Review Comments		
6 100% P&S BCOE Review	06/23/08	07/04/08
7 Design Complete	06/23/08	07/03/08
8 Incorporate BCOE Comments	07/07/08	07/18/08
9 Backcheck Review	07/21/08	
	07/25/08	
10 BCOE Sign Off	07/28/08	08/04/08
11 Prepare Solicitation Set	08/04/08	08/12/08
12 Advertise	08/12/08	

11/27/2007



09/26/08

13 Award Contract 09/26/08

Based on this schedule BP would have drawings to look at on April 7 2008. As far as submitting drawings to BP, just of the pipeline passings, earlier than this date is out of my hands. You will need to talk to Imad about this matter. It is possible, but this might have impacts to the schedule above if the structural engineer has to design this first. You also have to remember that we haven't even started the design process on this job at this point. We won't be starting work until the end of November 2007 and my estimate on the earliest you could have revised pipeline passing drawings would be after the new year sometime.

Thanks

Matt

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

From: Jim Pokrajac [mailto:jpokrajac@nirpc.org]

Sent: Wednesday, October 24, 2007 2:04 PM

To: Cunningham, Matthew W LRC; Samara, Imad LRC

Cc: dgardner@nirpc.org; jvamos@nirpc.org; Lou Casale

Subject: Fw: Plans for Little Calumet River Stage 7 which Impact BP Underground Lines (UNCLASSIFIED)

Matt,

I received a call from Dane Graham, BP AMOCO, on October 24th, 2007 requesting information as listed below. The easement agreement had already been sent, and coordinated with Andy Viola who represents their real estate interests, and some engineering interests must be clarified or answered before they will sign their agreements. To clarify his questions from our conversation, he wondered if the plans provided were 100% design drawings, as prepared several years ago by Earthtech, or were these preliminary plans that would go through the normal corps review process. Question #2 referred to using watertight casing. He wondered if we were going to use the same design as in V-2 with the "bridging technique". This is critical to him preparing any reimburseable cost estimates. Question #3 is the same question brought up in V-2 by almost all the pipelines regarding pipeline integrity. And finally, what is your schedule. Which also refers to when he will have drawings to review for this segment. He indicated that they need to get engineering concurrence before signing easement agreements. In working with Dane before, I am comfortable that once he sees what we are going to do around his pipes he will have no problem recommending real estate approval. Would it be possible to pull out the several sheets that detail impacts to his lines and make submittals to Dane, similar as we did with NIPSCO in V-2, to expedite this process?

Thanks,

Jim

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

From: "Graham, Dane A" <[Dane.Graham@bp.com](mailto:Dane.Graham@bp.com)>

To: "Jim Pokrajac" <[jpokrajac@nirpc.org](mailto:jpokrajac@nirpc.org)>

Cc: "Viola, Andy" <[Andy.Viola@bp.com](mailto:Andy.Viola@bp.com)>; "Foster, Marcie L"

<[Marcie.Foster@bp.com](mailto:Marcie.Foster@bp.com)>; "Groenewold, Frank L." <[Frank.Groenewold@bp.com](mailto:Frank.Groenewold@bp.com)>

Sent: Wednesday, October 24, 2007 12:11 PM

Subject: FW: Plans for Little Calumet River Stage 7 which Impact BP Underground Lines (UNCLASSIFIED)

Jim,

I have completed a quick review the proposed Little Calumet River Stage 7 Levee modifications and their impact on the BP Pipelines in the vicinity of the levee. BP has three active pipelines in the vicinity (18", 14", and 12"). Sheets C-6, C-7, C-8, C-11, and C-12 show modifications to the pipelines that are summarized as follows:

BP (Amoco) 18" pipeline: install 30 ft of watertight casing, relocate 640 ft of pipe out of ROW

BP (Amoco) 14" pipeline: install 30 ft of watertight casing, install 30 ft of watertight casing

BP (Amoco) 12" pipeline: install 40 ft of watertight casing, relocate 640 ft of pipe out of ROW

Can you address these questions:

1. Are the Corps of Engineers drawings BP obtained from the below FTP site the final design (100%) drawings for the Little Calumet River Levee, Phase 7?
2. Is BP required to modify our pipelines as stated above?
3. BP must complete an engineering review of the levee design to ensure the levee does not have a negative impact on the integrity of the BP pipelines. This study would be similar to the BP engineering study that was completed for the Little Calumet River Stage 5, Phase 2 levee modifications.
4. What is the schedule for levee construction?

The reimbursable agreement will need to be finalized between BP and LCRBDC before BP can start any work on these pipelines. A BP right of way agent will coordinate the reimbursable agreement and any real estate issues concerning this phase of the project.

Regards,

Dane Graham  
Project Manager  
BP Pipelines

(630) 836-5813 office  
(630) 414-0011 cell

Confidentiality Notice: This electronic transmission and any documents sent with it constitute confidential, inside or non-public information. If you are not the intended recipient or have received this communication in error, please resend this communication to the sender and delete it from your computer system. Any use or disclosure of the contents of this communication by anyone other than an intended recipient is strictly prohibited and may be unlawful. Thank you.

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

From: Cunningham, Matthew W LRC  
[mailto:Matthew.W.Cunningham@usace.army.mil]  
Sent: Thursday, October 18, 2007 10:59 AM  
To: Viola, Andy  
Cc: Samara, Imad LRC  
Subject: Plans for Little Calumet River Stage 7 which Impact BP Underground Lines (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Andy,

Imad Samara asked me to send you the latest Little Calumet River Stage 7 Levee plans. If you go to the link below, you will be taken to an ftp site.

Just enter the username and password I have provided and you can download the pdf file of the plans. The file is located in the folder named "Little Cal Stage 7". I believe you had received an easement letter from the Local Sponsor and wanted to see technical drawings. The plans show Amoco Lines on sheets C-6, C-7, C-8, C-11, and C-12. Also, for our Stage 5 Phase 2 Levee project we had coordinated with Dane Graham from BP Pipeline. If you have any further questions please feel free to contact Imad or myself.

<ftp://155.79.114.198/caddftp/>

Username Password  
coecadpri pelaDARA##\_24

Thanks

Matt Cunningham  
Civil Engineer  
US Army Corps of Engineers  
Chicago District  
(312) 846-5416

4

11/27/2007

**Judy Vamos**

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**From:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**To:** <jvamos@nirpc.org>; <lkray@nirpc.org>  
**Sent:** Monday, November 26, 2007 2:18 PM  
**Attach:** GLE Stg 8 to be completed 11-26-07.xls  
**Subject:** Fw: Stage 8 Parcels to be Completed

Most of these are related to ongoing, unresolved engineering issues.

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

**From:** Gregg Heinzman  
**To:** Jim Pokrajac  
**Sent:** Monday, November 26, 2007 1:35 PM  
**Subject:** Stage 8 Parcels to be Completed

Jim,

Attached is a list of our Stage 8 parcels that need to be completed.

**Gregg L. Heinzman PE SE LS**  
Vice President

**Garcia Consulting**

7501 Indianapolis Boulevard 219.989.1954  
Hammond, IN 46324 Fax: 219.989.3321

*see following  
attachment  
for.  
11/26/07*

5

11/28/2007

Garcia Consulting  
Stage 8 Parcels to be Completed  
November 26, 2007

DC No.	Owner	Comments
1303	National City Bank TR 972	Changes pending from Corps - Elimination of Staging Area
1304	First Bank of Whiting TR # 1533	Changes pending per Buffalo Corps & Elimination of Staging Area
-	State of Indiana	New easement for staging area between ramps
1306	Calumet Avenue (City of Hammond)	Type of Easement?
1307	Calumet Avenue (Town of Munster)	Type of Easement?
1326	<del>██████████</del> <b>PRIVATE</b>	Awaiting access to complete back yard field work
1335	<del>██████████</del> <b>PRIVATE</b>	Ownership of southeast part of parcel?
-	Between <del>██████</del> & Hohman Ave.	New unknown owner? Title work requested.
1336	Town of Munster	Easement needs to be written
1337	State of Indiana	Changes pending from Corps west of Hohman
1338	Hohman Avenue (City of Hammond)	Type of Easement?
1346	Hohman Avenue (Town of Munster)	Type of Easement?
1349	Town of Munster	Changes pending from Corps west of Hohman
1350	River Drive South (Town of Munster)	Type of Easement?

**Jim Pokrajac**

---

**From:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**To:** "John Stuart Fabian" <stuart.allen@torrenga.com>  
**Cc:** <jvamos@nirpc.org>; <lkray@nirpc.org>  
**Sent:** Tuesday, November 20, 2007 4:43 PM  
**Attach:** STAGE VIII TORRENGA SURVEYS.doc  
**Subject:** Fw: Torrenga surveys

Stu,

I appreciate your meeting with me tomorrow at 10:00 A.M. at your office to review the final changes or corrections for your surveys East of Calumet and South of the River in Munster. Attached are descriptions of these changes as noted per our DC number. With the tightness of our acquisition schedule we would prefer making name changes first and re-submitting 5 color copies to us for use by the appraiser and following up with other completed surveys as they are completed. I will bring an existing drawing of each with me, and leave it with you, for your use and clarification. If you have any questions please let me know tomorrow.

Thanks,

Jim

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

**From:** Sandy Mordus  
**To:** Jim Pokrajac  
**Sent:** Tuesday, November 20, 2007 3:46 PM  
**Subject:** Torrenga surveys

# ***Gatlin Plumbing & Heating Inc.***

Doing Business in the Calumet Region Since 1938

1111 EAST MAIN ST.  
GRIFFITH, IN 46319-2897

PHONE (219) 924-6972  
FAX (219) 924-1401

November 27, 2007

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

Attn: Mr. James E. Pokrajac

Dear Jim:

The reason you cannot put in another filter bed is there is not any room for the bed. The present one is now under the dike and it will be destroyed when you drive the sheeting. You will also destroy the septic tank and the bathroom lines.

You will have to go to a pumping station to be installed on the west side of the church and pumped into the nearest manhole which is 1100 feet away.

I have enclosed a sketch for your perusal.

If you have any questions, please feel free to contact me.

Sincerely,

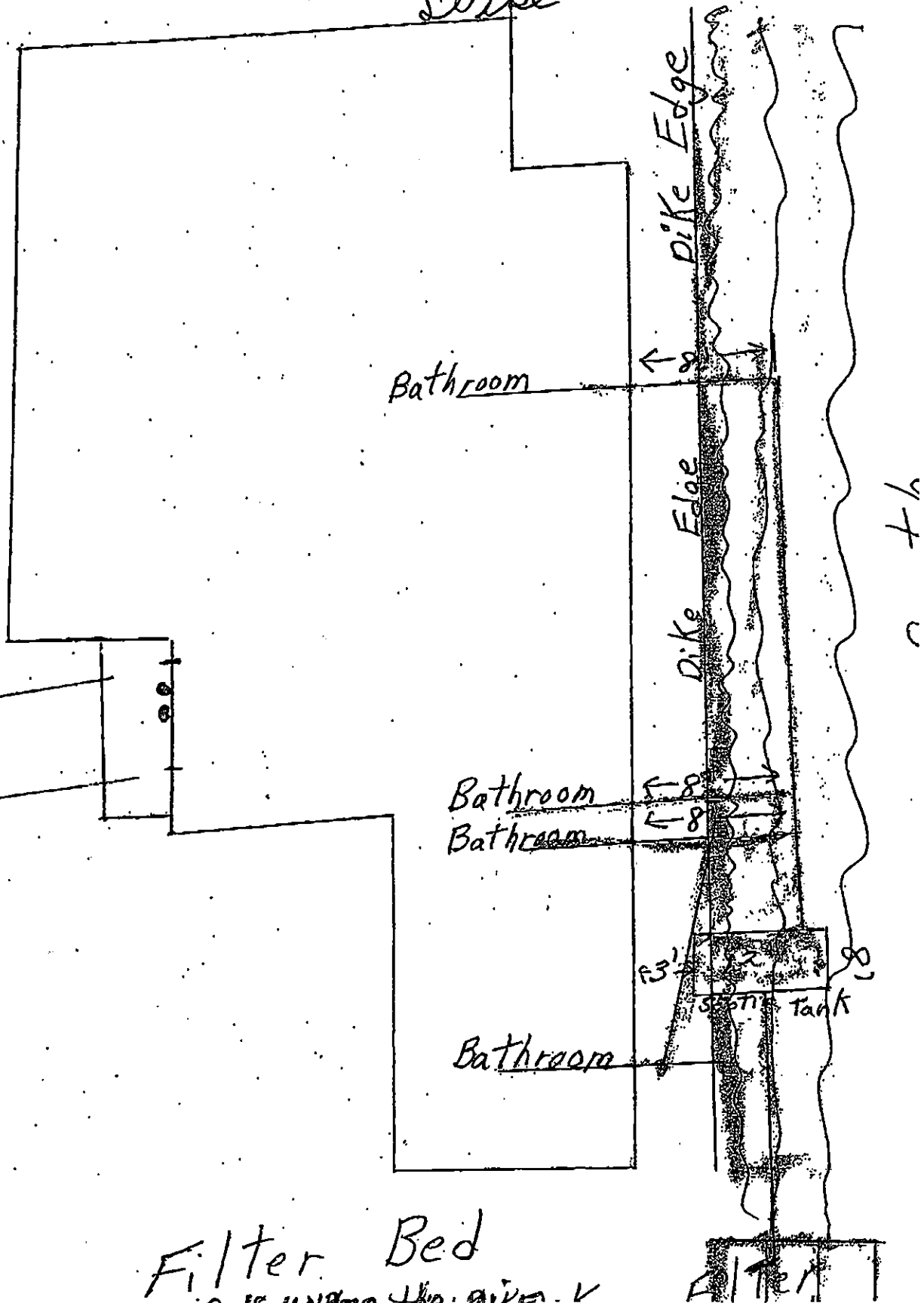
**Gatlin Plumbing & Heating, Inc.**

Roger Gatlin

8

Unity Church of Hammond Ind.  
 740 River Drive

The Dike slope is  
 4' from the Building  
 Everything is under the  
 Dike



Filter Bed  
 9 IS UNDER THE DIKE



**Judy Vamos**

---

**From:** "Judy Vamos" <jvamos@nirpc.org>  
**To:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**Cc:** "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>; <dgardner@nirpc.org>; "Louis Casale" <lcasale@cwblawfirm.com>; "Lauren Grimm" <lgrimm@cwblawfirm.com>; "Victor L. Kotwicki" <Victor.L.Kotwicki@lre02.usace.army.mil>  
**Sent:** Monday, November 12, 2007 2:56 PM  
**Subject:** Approved appraisals on DC 1303 and DC 1304

11/12/07

Dear Jim,  
 cc: Imad, Dan, Vic, Lou, Lauren (for the files)

Today I received two review approvals for the appraisals on:

DC 1303	National City Bank Trust # 972 (owner unknown)	Just Compensation \$ 345,000
DC 1304	First Bank of Whiting # 1533 (Ted Muta Advertising)	Just Compensation \$ 350,000

These two parcels are expensive developable commercial properties and there has been some ongoing concerns about the engineering design and real estate footprint needed for the flood project. At our last real estate meeting with the LCRBDC and Corps on 11/9/07 we discussed removing the staging area from DC 1303 and re-designing the engineering on DC 1304. I'm hoping that the redesigns on both properties will decrease the real estate needed and greatly reduce the financial burden to the LCRBDC while at the same time giving full fair market value to the landowner.

Could you please follow-up on these changes and let me know ASAP so I can have the appraiser provide an addendum to the appraisal based on any new real estate requirements? Thank you.

JV

Judith (Judy) Vamos, Real Estate  
 Little Calumet River Flood Control and Recreation Project  
 6100 Southport Road  
 Portage, IN 46368  
 Office: 219-763-0696  
 Fax: 219-762-1653  
 Cell: 219-689-8416



# 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 MARSZALEK, Vice Chairman  
*Governor's Appointment*

R. KENT GURLEY, Treasurer  
*Lake County Commissioners' Appointment*

CHARLIE RAY, Secretary  
*Porter County Commissioners' Appointment*

ARLENE COLVIN  
*Mayor of Gary's Appointment*

STEVE DAVIS  
*Dept. of Natural Resources' Appointment*

MARK GORDISH  
*Mayor of Hammond's Appointment*

ROBERT HUFFMAN  
*Governor's Appointment*

JOHN MROCZKOWSKI  
*Governor's Appointment*

DR. MARK RESHKIN  
*Governor's Appointment*

VACANCY  
*Governor's Appointment*

DAN GARDNER  
*Executive Director*

LOU CASALE  
*Attorney*

November 20, 2007

Dear Concerned Southmoor Residents:

I am writing to you to give you a current update following the walk-thru in your neighborhood on Saturday, October 20, 2007 so there is current understanding of what the Development Commission and the Corps of Engineers has done and has not done.

- (1) The Commission and Imad Samara, Army Corps Project Manager, have made recommendations to the design engineers of the Army Corps to reflect the requests of the residents generated at the walk-thru to the maximum extent possible. We are awaiting a final written confirmation and we will share it with all the residents as soon as we receive it ourselves.
- (2) Following the walk-thru, the Commission was charged by the Corps of Engineers to gather field data of any drain pipes and/or drainage systems, currently servicing the individual homes. This information is to be used by the Corps designers to design a drainage system to afford movement of the surface water that falls on your side of the new levee/floodwall to be drained into the river in heavy rain situations, as well as toe drain water adjacent to your foundations. In an attempt to keep the residents involved and to move as quickly as possible, we utilized an offer from Ryan Mix to gather data from field observations as a starting point. In no way was Mr. Mix going to make an assessment, do any of the design, or make any recommendations on final decisions. I have seen emails suggesting that he is neither qualified or acting in the best interest of the neighborhood. While our intentions were good, we certainly do not wish to cause further concern. The current situation is that Mr. Mix has refused any payment (which we felt was only justified if he did information gathering). He will not be paid and his information will now be gathered by our surveyors who may be contacting you. I'm sorry if this did not meet with your approval; we will proceed from here and it may take slightly longer to finalize the design.

- (3) Once we have the final design in writing and in drawings from the Corps, we will distribute them to all of the property owners and offer to have one final neighborhood meeting.

Sincerely,

Dan Gardner  
Executive Director

//

**Jim Pokrajac**

**From:** "Ott, Monica A LRC" <Monica.A.Ott@usace.army.mil>  
**To:** <jpokrajac@nirpc.org>; <jdevine@netnitco.net>; <rsutton@netnitco.net>; "Schmidt, Joseph J LRC" <Joseph.J.Schmidt@usace.army.mil>; "Treharne, Stephen R LRC" <Stephen.R.Treharne@usace.army.mil>; "Rochford, William A LRC" <William.A.Rochford@usace.army.mil>; "Ackerson, Rick D LRC" <Rick.D.Ackerson@usace.army.mil>; "Go, Ernesto T LRC" <Ernesto.T.Go@usace.army.mil>; "Mrozek, Kallan K LRC" <Kallan.K.Mrozek@usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@usace.army.mil>; "Shinbori, Yuki J LRC" <Yuki.J.Shinbori@usace.army.mil>; "Smith, Kent A LRC" <Kent.A.Smith@usace.army.mil>; "Simpkins, Anita R LRC" <Anita.R.Simpkins@usace.army.mil>; "Ibrahim, Mohammed F LRC" <mohammed.f.ibrahim@usace.army.mil>; "Craib, Robert A LRC" <Robert.A.Craib@usace.army.mil>; "Anderson, Douglas M LRC" <Douglas.M.Anderson@usace.army.mil>; "Druzicki, David E LRC" <David.E.Druzicki@usace.army.mil>; "Burnsed, Mary J LRC" <Mary.J.Burnsed@usace.army.mil>; "Wietecha, Ronald O LRC" <Ronald.O.Wietecha@usace.army.mil>; "Hughes, Steven J LRC" <Steven.J.Hughes@usace.army.mil>; "Moore, Gregory LRC" <Gregory.Moore@usace.army.mil>; "Flanagan, Pete C LRC" <Pete.C.Flanagan@usace.army.mil>  
**Cc:** "White, Darin H LRH" <Darin.H.White@usace.army.mil>; "Witten, Russell P JR LRH" <Russell.P.Witten.JR@usace.army.mil>; "Scruggs, Alicia L LRH" <Alicia.L.Scruggs@usace.army.mil>; "Blair, Regina G LRC" <Regina.G.Blair@usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@usace.army.mil>; "Sezonov, Robert C LRC" <Robert.C.Sezonov@usace.army.mil>  
**Sent:** Monday, November 19, 2007 1:30 PM  
**Attach:** PHASE 2A - 100% BCOE Contracting SPECS.pdf  
**Subject:** RE: 100% P&S BCOE/LRC/NFS Review and Plan-in-Hand Check - Little Cal, West Reach Pump Rehab, Phase 2A 100% (UNCLASSIFIED)

Classification: UNCLASSIFIED  
 Caveats: NONE

All,

Attached are the Contracting specs for the above-referenced product. The file has also been posted on the ftp site.

<p>Reminder that following the 50% review, Phase 2 was split into 2A and 2B. Phase 2A consists of pump rebuilds at the two smaller pump stations--Forest Ave./173rd St. and Tapper Ave. Phase 2B consists of pump replacements at the Indianapolis Blvd., Jackson Ave. and Southside pump stations. The Phase 2B 100% P&amp;S are currently being finalized and will be available following the 2A review period, exact date to be determined.</p>
--

Please let Robert and me know by noon on Mon 26 Nov if you are planning to attend the plan-in-hand check.

Hope you have a safe and happy Thanksgiving,

Monica Ott

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

From: Ott, Monica A LRC

Sent: Friday, November 16, 2007 2:26 PM

To: Jim Pokrajac ([jpokrajac@nirpc.org](mailto:jpokrajac@nirpc.org)); Jon Devine ([jdevine@netnitco.net](mailto:jdevine@netnitco.net)); Rick Sutton ([rsutton@netnitco.net](mailto:rsutton@netnitco.net)); Schmidt, Joseph J LRC; Treharne, Stephen R LRC; Rochford, William A LRC; Ackerson, Rick D LRC; Go, Ernesto T LRC; Mrozek, Kallan K LRC; Samara, Imad LRC; Shinbori, Yuki J LRC; Smith, Kent A LRC; Simpkins, Anita R LRC; Ibrahim, Mohammed F LRC; Craib, Robert A LRC; Anderson, Douglas M LRC; Druzicki, David E LRC; Burnsed, Mary J LRC; Wietecha, Ronald O LRC; Hughes, Steven J LRC; Moore, Gregory LRC; Flanagan, Pete C LRC

Cc: White, Darin H LRH; Witten, Russell P JR LRH; Scruggs, Alicia L LRH; Blair, Regina G LRC; Samara, Imad LRC; Sezonov, Robert C LRC

Subject: 100% P&S BCOE/LRC/NFS Review and Plan-in-Hand Check - Little Cal, West Reach Rehab, Phase 2A 100% (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

All,

Yesterday from the designers in our Huntington office or from Robert Sezonov, you should have received CDs and paper copies of the 100% plans for Little Calumet, West Reach Pump Rehab, Phase 2A. The specifications (and digital version of the plans) are available at:

<ftp://ftp.usace.army.mil/pub/lrc/Little%20Cal%202A/>

The contracting specifications will be forwarded under separate cover.

These plans and specs are being forwarded for your review. Please place your written comments into Dr. Checks prior to 3 December. If you made comments on the 50% P&S review, please also backcheck those comments. Please contact Robert Sezonov if you have any questions about or trouble with accessing Dr. Checks.

Please plan to attend the Plan-in-Hand Check scheduled for Tue 27 Nov, 9:00 a.m. to 12:00 noon, meeting first at the Calumet Area Office.

Please contact Robert Sezonov or me if you have any questions.

Thank you!

Monica Ott

312-846-5591 (office)

Classification: UNCLASSIFIED

Caveats: NONE

Classification: UNCLASSIFIED

Little Calumet River Basin Development Commission  
6100 Southport Road  
Portage, IN 46368  
Attn: Jim Pokrajac

After the review of the 50% Plans it was decided that scope of the project would be broken into two contracts. The first contract, phase 2A, includes Forest and Tapper Avenue pump stations. Forwarded for your review is one complete set of the 100% BCOE Plans and Specifications for phase 2A. A CD with all the documents for the phase 2A review in pdf format has also been included for your convenience. The review will start on 19 November 2007 and end on 3 December 2007. Please enter your comments in DRCHECKS. If you made comments during the 50% review, please backcheck those comments. If you have any issues or questions, please contact Darin White at (304) 399-5654 or Russ Witten at (304) 399-5201.

Phase 2B which includes Indianapolis, Southside and Jackson Avenue pump stations will be forwarded to you at a later date for your review.

Darin H. White, P.E.  
USACE, Huntington District  
Lead Engineer



**Jim Pokrajac**

**From:** "Jim Pokrajac" <jpokrajac@nirpc.org>  
**To:** "Kotwicki, Victor L LRE" <Victor.L.Kotwicki@lrc02.usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>; "Ott, Monica A LRC" <Monica.A.Ott@usace.army.mil>  
**Cc:** "White, Darin H LRH" <Darin.H.White@usace.army.mil>; "Witten, Russell P JR LRH" <Russell.P.Witten.JR@usace.army.mil>; <robert.c.sezonov@usace.army.mil>; "Ray Keilman" <RKeilman@dlz.com>; "Ackerson, Rick D LRC" <Rick.D.Ackerson@lrc02.usace.army.mil>; <jvamos@nirpc.org>; <dgardner@nirpc.org>; "Cunningham, Matthew W LRC" <Matthew.W.Cunningham@lrc02.usace.army.mil>; "Craib, Robert A LRC" <Robert.A.Craib@lrc02.usace.army.mil>  
**Sent:** Tuesday, November 27, 2007 3:31 PM  
**Subject:** Real Estate for Pump Stations- Phase 2A

Today we had a plan-in-hand for the Pump Station- Phase 2A contract including the Tapper and Forest Ave. pump stations. I received drawings today from DLZ (our surveying company) which only shows work limits and were based upon the 50% review set. As with 2B, the 100% set only shows only work limits. In the past, the COE always provided the LCRBDC with easements and coordinates for permanent, temporary, and permanent roadway easements as required. We received no such information for this project. The location surveys are complete as part of their current survey work and the work limits are shown, but we need coordinates, tabulation of estates, and type of easements required. I would like to try to get all necessary changes done at one time in order that we could begin our coordination with the respective property owners.

General notes:

At Forest Ave. we hoped to stay off of the existing residential driveway to the South which extends upon the property owned by the HSD, and also to let the trees remain North and South of the new work limits shown on the 100% drawings. Also will we need any real estate to the West near the river. Remember that the Stage VIII project includes some work at the discharge. Maybe we could do this all at one time. Will work on both projects be going on simultaneously?

At Tapper there was some discussion about extending a platform Eastward from the existing building, to match floor elevation, to allow the HSD a safer and easier access to allow the removing and/or handling of any pumps or equipment to the outside. Also, in the Stage VIII plans, it appears that Hammond will have no further use for the roadway East of this station, so maybe we should expand the real estate to the East to allow for platform construction, and even a possibility of moving the fencing onto the roadway to accommodate this .

Please let me know what real estate and type of easements will be required as soon as possible in order to move along with the engineering and to allow the LCRBDC adequate time to procure the necessary real estate.

Thanks,

Jim Pokrajac

15

11/27/2007

**Jim Pokrajac**

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**From:** "Samara, Imad LRC" <Imad.Samara@usace.army.mil>  
**To:** <jpokrajac@nirpc.org>; "Wyrembelski, Steven A LRE" <Steven.A.Wyrembelski@usace.army.mil>; <dgardner@nirpc.org>  
**Cc:** "Kotwicki, Victor L LRE" <Victor.L.Kotwicki@usace.army.mil>; "Wadysz, Andrew LRE" <Andrew.Wadysz@usace.army.mil>  
**Sent:** Monday, November 26, 2007 10:33 PM  
**Subject:** Re: Little Calumet Bridges - Georgia St Site (UNCLASSIFIED)

2:00 PM is fine with me.

Imad Samara  
 312-860-0123

-----  
 Sent from my BlackBerry Wireless Handheld

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

**From:** Jim Pokrajac <jpokrajac@nirpc.org>  
**To:** Samara, Imad LRC; Wyrembelski, Steven A LRE; dgardner@nirpc.org <dgardner@nirpc.org>  
**Cc:** Kotwicki, Victor L LRE; Wadysz, Andrew LRE  
**Sent:** Mon Nov 26 16:16:45 2007  
**Subject:** Re: Little Calumet Bridges - Georgia St Site (UNCLASSIFIED)

Would it be possible to move it back to about 2:00 P.M. There is already a scheduled meeting.

Dan and Jim

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

**From:** "Samara, Imad LRC" <Imad.Samara@usace.army.mil>  
**To:** "Wyrembelski, Steven A LRE" <Steven.A.Wyrembelski@usace.army.mil>; <dgardner@nirpc.org>  
**Cc:** "Kotwicki, Victor L LRE" <Victor.L.Kotwicki@usace.army.mil>; "Jim Pokrajac" <jpokrajac@nirpc.org>; "Wadysz, Andrew LRE" <Andrew.Wadysz@usace.army.mil>  
**Sent:** Monday, November 26, 2007 1:19 PM  
**Subject:** RE: Little Calumet Bridges - Georgia St Site (UNCLASSIFIED)

Classification: UNCLASSIFIED  
 Caveats: NONE

9:00 will not be good (actually we all have the same meeting) maybe at 1:00 PM. That would work for me.

Imad N Samara  
 Project Manager  
 U S Army, Corps of Engineers  
 111 N Canal Street  
 Chicago IL, 60606  
 (W) 312.846.5560  
 (Cell) 312.860.0123

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

**From:** Wyrembelski, Steven A LRE  
**Sent:** Monday, November 26, 2007 11:51 AM  
**To:** 'dgardner@nirpc.org'; Samara, Imad LRC  
**Cc:** Kotwicki, Victor L LRE; 'Jim Pokrajac'; Wadysz, Andrew LRE; Wyrembelski,

Steven A LRE

Subject: RE: Little Calumet Bridges - Georgia St Site

All,

I would like to have a conference call with INDOT in the next week or so to obtain information for the Georgia St site and to discuss any other issues on this project. If you want to be in on the call please let me know what your schedule is like for this week and next. Dan or Jim, I assume you will contact INDOT to set up some possible times with them? For now, I will propose Thurs, Nov 29, 9 am (EST) as a tentative time. Thanks!

Steve

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

From: Wyrembelski, Steven A LRE

Sent: Wednesday, November 07, 2007 4:12 PM

To: dgardner@nirpc.org; Samara, Imad LRC

Cc: Kotwicki, Victor L LRE; 'Jim Pokrajac'; Wadysz, Andrew LRE; Wyrembelski, Steven A LRE

Subject: RE: Little Calumet Bridges - Georgia St Site

Dan,

Per our discussion on 6-Nov, I have found a discrepancy on the letter summarizing project costs and the available amounts for state credit use (see Attachment 1). In my discussion w/ Greg Kicinski (INDOT) on obtaining cost data for the Georgia St site, he mentioned that the contract # I gave him has no itemized cost information available and that it does not pertain to the culvert replacement work done for the flood control project. However, I now have the correct contract number for that project (R-20849) and some plans and cost information. What I need are design and right-of-way costs for that project (as applicable) as shown on the example (Attachment 2) and the amount available for state credit use or "State Share" as shown on the letter (Attachment 1). This is something we will eventually need to obtain in order to develop a total credit for that site. Therefore, I would like to request that the Little Calumet River Basin Development Commission set up a conference call with a representative from INDOT to obtain this information as well as establish a POC at INDOT for any future data requests. Please contact me if you have any questions or need more details. Thank you.

Steve Wyrembelski

Civil Engineer

Geotech & Structural Engineering Branch

USACE Detroit District

Email: Steven.A.Wyrembelski@usace.army.mil

Office: (313) 226-2212 Fax: (313) 226-3096

Classification: UNCLASSIFIED

Caveats: NONE

*from 2<sup>nd</sup>  
Woodmar  
appraisal for  
crediting.  
Jm.  
11/13/07*

## SALIENT FACTS

**Location:** South side of Interstate 80, West of Indianapolis Blvd, Hammond, IN

**Client:** Ms. Judith Vamos,  
Little Calumet River Basin Commission and  
Development Board  
6100 Southport Road  
Portage, IN 46368

**Ordered by:** Ms. Judith Vamos

**Type of Property:** Vacant Land

**Land Area:** 123± Acres

**Highest and Best Use:** Existing Use (stipulated)

**Market Value:**

Golf Course (before)	\$4,500,000.00
Golf Course (after)	\$2,625,000.00
Difference	\$1,875,000.00

**Date of Valuation:** October 31, 2005

**Date of Inspection:** Various dates in June 2007

**Date of Report:** July 25, 2007

**Special Note(s):** As noted, this report provides a retrospective value – in fact, two retrospective values. The first value is of Woodmar Country Club as a golf course – regardless of its highest and best use. The second value is of that same golf course, as a golf course after the imposition of easements allowing for the construction and maintenance of flood control levees on the property. The value date of October 31, 2005 is the date the country club was sold – and at that time it was an operating country club.

The purpose of these two values is to provide information to the Army Corps of Engineers and The Calumet River Basin Board for “credit” allocations.

<b>Client/Intended User(s):</b>	This report is prepared for the exclusive use of Little Calumet River Basin Commission and Development Board, and the Army Corps of Engineers. No other party may rely upon it.
<b>Intended Use:</b>	Internal decision making – potential acquisition and credit allocations
<b>Report Format/Type:</b>	Summary/Complete
<b>Analysis:</b>	Not Limited
<b>Purpose of Report:</b>	Estimate Market Value, both before and after the imposition of the easements described further on in this report “as a golf course.”
<b>Interest Appraised:</b>	Fee Simple Title, subject to easements of record

**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
ATTENDANCE ROSTER**

NAME OF MEETING: LCRBDC DATE: 12-18-07

LOCATION: 6100 Southport Rd, Portage CHAIRMAN: Bill Biller

**PLEASE SIGN IN**

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	Bill PETRITES	HIGHLAND RESIDENT
2	Imad Samara	
3		
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JPMorgan Chase Bank, N.A.  
Indiana Market  
P O Box 260180  
Baton Rouge, LA 70826-0180

RECEIVED DEC 5 2007

November 01, 2007 through November 30, 2007

Account Number: 000001609474414

### CUSTOMER SERVICE INFORMATION

If you have any questions about your statement, please contact your Customer Service Professional.



THIS IS A STATEMENT OF ACCOUNT



00001551 DDA 053 JB 33507 - NNN T 1 000000000 69

LITTLE CALUMET RIVER BASIN DEV COMM  
6100 SOUTHPORT RD  
PORTAGE IN 46368-6409

000  
Balance of 0-00 \*  
100,00  
38,054-34 +  
46,507-54 +  
Interest 4,686-66 +  
89,248-55 +  
Same as Statement

### SAVINGS SUMMARY Chase Business High Yield Savings

	INSTANCES	AMOUNT
Beginning Balance		\$89,044.76
Deposits and Additions	1	256.67
Other Withdrawals, Fees & Charges	1	- 52.88
Ending Balance	2	\$89,248.55
Annual Percentage Yield Earned This Period		3.57%
Interest Paid This Period		\$256.67
Interest Paid Year-to-Date		\$7,601.38

Your Chase Business High Yield Savings account may earn an even higher interest rate if you open a qualifying checking account. Contact your banker or call us for details.

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$89,044.76
11/13	Withdrawal	- 52.88	88,991.88
11/30	Interest Payment	256.67	89,248.55
	Ending Balance		\$89,248.55

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

335310200050155101

*LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION*  
*MONTHLY BUDGET REPORT,*

	2007							UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED BUDGETED
							TOTAL	BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00 5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33	283.33	1,699.98 1,800.02
5812 NIRPC SERVICES	145,000.00	11,742.56	12,743.90	12,536.24	13,188.58	12,475.34	12,586.25	75,272.87 69,727.13
5821 TRAVEL/MILEAGE	2,500.00	38.40	41.00	12.40	14.00	24.40	489.20	619.40 1,880.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82 1,963.18
5823 BONDS/INSURANCE	8,000.00	0.00	150.00	0.00	6,406.25	0.00	0.00	6,556.25 1,443.75
5824 TELEPHONE EXPENSES	6,500.00	469.54	472.65	527.86	553.80	506.48	584.25	3,114.58 3,385.42
5825 MEETING EXPENSES	5,000.00	79.50	188.50	106.95	0.00	0.00	0.00	374.95 4,625.05
5840 PROFESSIONAL SERVICES	1,700,000.00	35,139.96	72,326.12	77,003.90	163,308.17	56,647.33	101,469.82	505,895.30 1,194,104.70
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	1,783.00	49,686.00	15,109.00	15.00	0.00	109,517.86	176,110.86 1,451,889.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	0.00	0.00	3,229.90	1,196.16	265.26	4,691.32 995,308.68
5883 PROJECT LAND CAP. IMPROV.								0.00 0.00
5884 STRUCTURES CAP. IMPROV.								0.00 0.00
<b>5892 PROJECT COSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00 1,442,583.00
	5,950,583.00	49,536.29	135,891.50	105,579.68	186,999.03	71,133.04	227,682.79	776,822.33 5,173,760.67

	2007							UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED BUDGETED
							TOTAL	BALANCE
5801 PER DIEM EXPENSES	7,500.00	0.00	0.00	0.00	0.00	0.00		2,450.00 5,050.00
5811 LEGAL EXPENSES	3,500.00	283.33	283.33	283.33	283.33	283.33		3,116.63 383.37
5812 NIRPC SERVICES	145,000.00	12,055.26	13,069.34	12,325.44	12,791.69	12,472.03		137,986.63 7,013.37
5821 TRAVEL/MILEAGE	2,500.00	30.80	155.80	36.40	68.00	0.00		910.40 1,589.60
5822 PRINTING/ADVERTISING	2,000.00	0.00	0.00	30.00	0.00	0.00		66.82 1,933.18
5823 BONDS/INSURANCE	8,000.00	0.00	0.00	0.00	0.00	0.00		6,556.25 1,443.75
5824 TELEPHONE EXPENSES	6,500.00	549.22	559.76	394.86	460.23	453.43		5,532.08 967.92
5825 MEETING EXPENSES	5,000.00	0.00	59.67	235.34	179.11	0.00		849.07 4,150.93
5840 PROFESSIONAL SERVICES	1,700,000.00	26,077.53	65,809.52	32,736.26	42,757.54	127,251.52		800,527.67 899,472.33
5860 PROJECT LAND PURCHASE EXP.	1,628,000.00	116.00	98.00	0.00	2,551.00	198.00		179,073.86 1,448,926.14
5882 UTILITY RELOCATION EXP.	1,000,000.00	0.00	45,149.27	0.00	30,031.83	3,924.10		83,796.52 916,203.48
5883 PROJECT LAND CAP. IMPROV.								0.00 0.00
5884 STRUCTURES CAP. IMPROV.								0.00 0.00
<b>5892 PROJECTCOSTSHARE/ESC ACCT</b>	<b>1,442,583.00</b>							0.00 1,442,583.00
	5,950,583.00	39,112.14	125,184.69	46,041.63	89,122.73	144,582.41	0.00	1,220,865.93 4,729,717.07

# BREAKDOWN SHEET SLUICE/FLAP GATE REPAIRS (17 LOCATIONS - GARY)

CONTRACTOR	TOTAL BASE BID	EXCEPTS/QUALIFY
AUSTGEN ELECTRIC, INC.	* \$ 60,529	NONE
SOUTH SHORE MARINA, INC.	\$ 19,425	NONE
DYER CONSTRUCTION CO.	DECLINED TO BID	-
PREP-DEL ELECTRIC	DECLINED TO BID	-

\* WE RECOMMEND USING AUSTGEN ELECTRIC, INC. TO DO THIS WORK BASED UPON THEIR SUBMITTING THE LOWEST BID AND UPON THEIR PAST EXPERIENCE AND WORK PERFORMANCE DOWNS, SLUICE/FLAP GATE REPAIR WORK OVER THE PAST SEVERAL YEARS.

**CLAIMS PAYABLE FOR NOVEMBER 2007 REVISED**

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER THROUGH NOVEMBER 26,2007
5812	NIRPC	12,424.38	SERVICES PERFORMED OCTOBER 2007
5812	UPS	47.65	OVERNIGHT MAIL
5824	VERIZON NORTH	133.47	BILLING PERIOD 11/16/07-12/16/07(TOTAL BILL 246.29 KRBC 112.82)
5824	AT & T	319.98	BILLING PERIOD 10/14/07-11/15/07(TOTAL BILL 328.36 KRBC 8.40 )
5841	VALE APPRAISAL GROUP	7,200.00	APPRAISALS RE: DC-1309,1311,1338,1346,1349, & 1350
5841	VALE APPRAISAL GROUP	4,800.00	APPRAISALS RE: DC-1330,1316,1318, & 1339
5841	JONATHAN LANDING	8,400.00	APPRAISALS RE: DC-1383,1387-1392
5841	JONATHAN LANDING	2,400.00	APPRAISAL RE: DC-1384 & 1394
5841	BOCHNOWSKI APPRAISAL COMPANY	18,600.00	APPRAISALS RE: DC-1321-1335
5841	BOCHNOWSKI APPRAISAL COMPANY	2,400.00	APPRAISALS RE: DC-1313 & 1319
5841	ALLSTATE APPRAISAL	54,750.00	APPRAISALS RE: DC-1300,1301,,1303-1305,1308-1309,1311-1335,1338-1339,1346,1349-1352,1355-1363,1365-1366,1368-1370,1372-1373,1375-1384,1387-1392,1394,1396
5841	THE GORMAN GROUP	9,600.00	APPRAISAL RE: DC-1315,1303,1304,1366,1368,1308,1317
5842	SHORT ELLIOTT HENDRICKSON INC	1,763.51	ENGINEERING SERVICES RE: PUMP STATION PHASE II
5842	SHORT ELLIOTT HENDRICKSON INC	2,307.08	ENGINEERING SERVICES RE: SVIII
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1360
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1361
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1362
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1363
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1365
5843	STEWART TITLE SERVICES	100.00	TITLE WORK RE: DC-1351
5844	JAMES E POKRAJAC	6,026.10	ENGINEERING/LAND AGENT 10/16/07-10/31/07
5844	JAMES E POKRAJAC	336.00	OCTOBER MILEAGE
5844	JAMES E POKRAJAC	5,571.30	ENGINEERING/LAND AGENT 11/1/07-11/15/07
5844	JAMES E POKRAJAC	4,945.95	ENGINEERING/LAND AGENT 11/16/07- 11/30/07
5844	JAMES E POKRAJAC	278.00	NOVEMBER MILEAGE
5844	JUDITH VAMOS	4,031.63	LAND ACQUISITION AGENT SERVICES 10/16/07-10/31/07
5844	JUDITH VAMOS	25.20	OCTOBER MILEAGE
5844	JUDITH VAMOS	3,804.20	LAND ACQUISITION AGENT SERVICES 11/1/07-11/15/07
5844	JUDITH VAMOS	2,625.73	LAND ACQUISITION AGENT SERVICES 11/16/07 - 11/30/07
5844	JUDITH VAMOS	32.40	NOVEMBER MILEAGE
5844	G. LORRAINE KRAY	506.40	CREDITING TECH & LAND ACQUISITION ASST 10/16/07-10/18/07
5844	G. LORRAINE KRAY	1,213.25	CREDITING TECH & LAND ACQUISITION ASST 11/1/07-11/15/07
5844	G. LORRAINE KRAY	759.60	CREDITING TECH & LAND ACQUISITION ASST 11/20/07-11/30/07
5844	SANDY MORDUS	212.50	CREDITING TECHNICIAN SERVICES 10/16/07-10/29/07
5844	SANDY MORDUS	175.00	CREDITING TECHNICIAN SERVICES 11/1/07-11/13/07
5844	SANDY MORDUS	160.00	CREDITING TECHNICIAN SERVICES 11/19/07-11/28/07
5847	DLZ	1,037.25	PROFESSIONAL SERVICE COST RE: TAPPER AVENUE PUMP STATION, HAMMOND
5847	DLZ	1,404.33	PROFESSIONAL SERVICE COST RE: FOREST AVENUE PUMP STATION, HAMMOND
5847	DLZ	1,170.00	PROFESSIONAL SERVICE COST RE: INDIANAPOLIS BLVD PUMP STATION, HAMMOND
5847	DLZ	1,138.75	PROFESSIONAL SERVICE COST RE: JACKSON STREET PUMP STATION, HAMMOND
5847	DLZ	1,138.75	PROFESSIONAL SERVICE COST RE: SOUTHSIDE PUMP STATION, HAMMOND
5849	CASALE.WOODWARD & BULS LLP	8,071.94	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 11/26/07
5849	CASALE WOODWARD & BULS LLP	528.00	LAND UTILITY RELOCATION/LEGAL SERVICE THROUGH 11/26/07
5849	CASALE WOODWARD & BULS LLP	5,159.57	ADD'L LAND ACQUISITION/LEGAL SERVICES THROUGH 12/10/07
5861	LAKE COUNTY RECORDER	90.00	RECORD EASEMENTS RE: DC-1131.1241 & 1244
5861	LAKE COUNTY RECORDER	108.00	RECORD EASEMENTS RE: DC-1176,1246
5861	LAKE COUNTY RECORDER	44.00	RECORD EASEMENTS RE: DC-1245
5861	LOCK & KEY LLC	711.48	COST INCURRED FOR KEYS & LOCKS FOR PROJECT CONST SV-1
5882	GATLIN PLUMBING & HEATING INC	846.00	EXPENSE INCURRED RE: UTILITY FOR DC-1302
5882	NORFOLK SOUTHERN	3,078.10	COST INCURRED BY NSRR FOR BURR ST PHASE II EAST
5882	NORFOLK SOUTHERN	20,525.34	COST INCURRED RE: BURR ST PHASE II EAST
5882	SHORT ELLIOTT HENDRICKSON INC	704.85	UTILITY COORDINATION SV-IIN
5882	NIPSCO	14,258.65	UTILITY RELOCATIONS BETWEEN LIALE ROAD & CLINE AVE

**TOTAL**

**216,737.65**

REVISED

**APPROVAL TO PAY THE FOLLOWING INVOICES  
FROM O&M FUND  
December 7, 2007**

- 
- **\$52.88 to T-Mobile for costs incurred for cell phone for engineer field work; monthly service 10/11/07 – 11/10/07**
  - **\$6,341.00 to Austgen Electric Inc. for repair of some remaining gates and installation of adapters**
  - **\$1,360.00 to Austgen Electric Inc. for repair of some remaining gates and installation of adapters**
  - **\$5,034.00 to Austgen Electric Inc. for repair of some remaining gates**

**TOTAL \$ 12,787.88**

S

**WORK STUDY SESSION  
18 December 2007**

**LAND ACQUISITION COMMITTEE  
Robert Marszalek, Chairman**

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**(ACTION)**

There are two possible condemnations. Both are landowners who have asked for information about the engineering on their property. Offers have already been made.

- DC 1226 Legal: Lots 38, 39 Bowling Green 3<sup>rd</sup> Subdivision, Munster. Landowner has requested changes in design and the Corps is reviewing the requests. If the landowner refuses to sign after changes are/are not made, a condemnation is the last resort.

DC 1233 Legal: Lot 13 Deadeye's Addition, Munster

Landowner has requested to see the current engineering (which may change). He has stated he will sign once he sees the engineering. If the landowner has a change of mind, condemnation is the last resort.



We respectfully ask that the Board approve condemnations for DC 1226 and DC 1233.

**STAGE V UPDATE – (Kennedy to Northcote)**

The Corps Stage V construction contract was awarded with all acquisitions complete except for two Options (easements not acquired):

*DC 1112/1113 owner NIPSCo. W 150' E SW N & S of River.*

LCRBDC is researching insurance rates to negotiate a possible liability insurance increase NIPSCO has requested on their easement before they sign it.

*DC 1169 Norfolk Southern Railroad West of Kennedy Avenue*

LCRBDC and Railroad waiting on Corps and its railroad consultant (Bergman & Associates) to provide construction costs so negotiations can continue.



**STAGE VII UPDATE – (Northcote to Columbia)**

**Of the 34 offers sent to landowners:**

- 27 landowners have accepted. We are in the process of recording.**
- 3 condemnations need to be filed for landowners we can't locate.**
- 2 utilities are reviewing engineering (BP Pipelines and NIPSCo).**
- 2 private landowners still have engineering concerns. Corps working on new engineering/real estate mapping to be available in January 08.**

**STAGE VIII UPDATE: (Columbia to Illinois state line)**

**We have completed 73 appraisals and reviews out of 89 parcels. Those 16 remaining properties are having Corps engineering changes, survey corrections, etc. and the appraisal can't be completed until final drawings are delivered to the appraisers. Actual appraised property values are coming in a little higher than the original budgeted amount.**

# CLAIMS PAYABLE FOR DECEMBER 2007

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5801	WILLIAM BILLER	650.00	PER DIEM JULY-DECEMBER 2007
5801	MARK RESHKIN	400.00	PER DIEM JULY-DECEMBER 2007
5801	JOHN MROCZKOWSKI	200.00	PER DIEM JULY-DECEMBER 2007
5801	ROBERT HUFFMAN	600.00	PER DIEM JULY-DECEMBER 2007
5801	MARK GORDISH	150.00	PER DIEM JULY-DECEMBER 2007
5801	ARLENE COLVIN	350.00	PER DIEM JULY-DECEMBER 2007
5801	CHARLIE RAY	300.00	PER DIEM JULY-DECEMBER 2007
5801	R. KENT GURLEY	300.00	PER DIEM JULY-DECEMBER 2007
5801	ROBERT MARSZALEK	250.00	PER DIEM JULY-DECEMBER 2007
5811	CASALE ,WOODWARD & BULS LLP	283.33	MONTHLY RETAINER THROUGH NOVEMBER 26 ,2007
5812	NIRPC	12,824.45	SERVICES PERFORMED NOVEMBER 2007
5821	SANDY MORDUS	24.00	MILEAGE 11/12/07-12/31/07
5821	WILLIAM BILLER	136.80	MILEAGE JULY THROUGH DECEMBER 2007
5821	ROBERT MARSZALEK	32.00	MILEAGE AUGUST THROUGH DECEMBER 2007
5821	R. KENT GURLEY	91.20	MILEAGE JULY THROUGH DECEMBER 2007
5821	CHARLIE RAY	38.40	MILEAGE JULY THROUGH DECEMBER 2007
5821	ARLENE COLVIN	56.00	MILEAGE JULY THROUGH DECEMBER 2007
5821	MARK GORDISH	45.60	MILEAGE OCTOBER THROUGH DECEMBER 2007
5821	ROBERT HUFFMAN	148.00	MILEAGE AUGUST THROUGH NOVEMBER 2007
5821	JOHN MROCZKOWSKI	48.00	MILEAGE JULY THROUGH DECEMBER 2007
5821	MARK RESHKIN	89.60	MILEAGE JULY THROUGH DECEMBER 2007
5822	THE TIMES	21.92	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#20036539
5822	THE TIMES	21.92	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#20036541
5822	THE TIMES	22.22	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#20036534
5822	POST TRIBUNE	13.49	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#PT2377
5822	POST TRIBUNE	13.16	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#PT2378
5822	POST TRIBUNE	13.16	COST INCURRED IN LEGAL PUBLICATION OF FARMLAND BIDS ACCOUNT#PT2379
5824	VERIZON NORTH	127.22	BILLING PERIOD 12/16/07-1/16/08(TOTAL BILL 240.04 KRBC 112.82)
5824	AT & T		BILLING PERIOD 10/14/07-11/15/07(TOTAL BILL 328.36 KRBC 8.40 )
5841	PROFESSIONAL APPRAISAL SERVICES	3,000.00	APPRAISALS RE: DC-1010C
5841	BOCHNOWSKI APPRAISAL COMPANY	1,200.00	APPRAISALS RE: DC-1320
5843	STEWART TITLE SERVICES	490.00	TITLE WORK RE: DC-1022-1024 INV#6808
5843	STEWART TITLE SERVICES	490.00	TITLE WORK RE: DC-1022-1024 INV#6809
5843	STEWART TITLE SERVICES	490.00	TITLE WORK RE: DC-1022-1024 INV#6811
5843	STEWART TITLE SERVICES	2,175.00	TITLE WORK RE: DC-1315A
5843	STEWART TITLE SERVICES	2,175.00	TITLE WORK RE: DC-1315B
5843	STEWART TITLE SERVICES	985.00	TITLE WORK RE: DC-1351C
5844	JAMES E POKRAJAC	4,832.25	ENGINEERING/LAND AGENT 12/3/07-12/14/07
5844	JUDITH VAMOS	3,370.03	LAND ACQUISITION AGENT SERVICES 12/2/07-12/14/07
5844	G. LORRAINE KRAY	938.95	CREDITING TECH & LAND ACQUISITION ASST 12/4/07-12/13/07
5844	SANDY MORDUS	75.00	CREDITING TECHNICIAN SERVICES 12/4/07-12/10/07
5849	CASALE.WOODWARD & BULS LLP		LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 11/26/07
5849	CASALE WOODWARD & BULS LLP		LAND UTILITY RELOCATION/LEGAL SERVICE THROUGH 11/26/07

**TOTAL**

**37,471.70**

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
CONSTRUCTION FUND, DESIGN FUND & MISC. FUND  
MONTHLY INTEREST 1990-2007**

MONTH	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
JAN		1,007.66	906.61	1,689.92	2,750.42	2,063.28	356.23	818.06	519.86	620.90	827.69	173.98	76.82	39.72	82.37	59.99	531.61	1.96
FEB		877.51	836.62	1,368.74	2,305.97	1,758.08	308.05	711.46	550.80	586.24	1,250.80	25.77	38.41	35.89	44.06	136.79	467.77	1.66
MAR		956.74	887.80	1,360.62	2,455.22	2,060.63	313.08	806.67	593.21	702.26	1,262.88	27.57	39.80	39.75	45.49	254.90	555.67	1.78
APRIL		919.13	825.77	1,304.38	2,605.37	1,896.34	883.62	379.15	496.17	737.00	1,141.91	28.50	43.94	2.74	41.36	1,146.34	429.22	1.84
MAY		1,643.38	504.20	678.65	2,968.86	2,244.04	713.38	235.51	462.02	688.60	1,347.16	13.84	57.16	14.19	38.61	1,475.21	10.47	1.84
JUNE		494.95	471.53	654.48	2,708.06	1,653.33	666.74	243.78	739.18	812.54	918.66	0.09	140.45	35.79	45.52	1,189.41	241.72	0.80
JULY		26.45	448.76	572.74	2,604.27	1,650.03	787.15	244.23	432.78	739.32	939.32	0.09	124.53	29.78	41.39	807.73	1,482.80	755.52
AUG		26.53	431.38	314.74	2,908.71	1,653.87	488.66	228.89	333.33	789.43	729.75	0.09	109.53	21.27	44.16	961.26	16.58	2,891.71
SEPT		632.12	288.96	287.79	2,421.74	1,540.09	336.71	253.00	405.82	507.69	469.05	0.08	113.22	19.03	41.41	899.07	183.21	2,522.15
OCT		1,454.60	1,041.18	274.38	2,462.30	1,627.22	880.73	325.51	1,013.50	409.30	518.11	0.10	90.68	12.14	40.04	971.73	3.90	2,734.42
NOV	391.43	1,401.78	1,448.90	281.32	2,327.19	1,039.14	696.20	887.47	802.65	452.11	178.82	0.09	39.06	28.35	44.19	933.12	1.78	2,333.72
DEC	1,014.83	1,367.43	1,449.90	2,834.14	2,106.39	540.25	809.44	1,067.46	726.63	438.47	162.78	64.46	40.99	90.58	58.87	488.04	1.72	
TOTAL:	1,406.26	10,808.28	9,541.61	11,621.90	30,624.50	19,726.30	#####	6,201.19	7,075.95	7,483.86	9,746.93	334.66	914.59	369.23	567.47	9,323.59	3,926.45	#####

TOTAL INTEREST EARNED TO DATE:

148,160.16

CERTIFICATE PURCHASED WITH INTEREST:

(105,116.15) 1 YEAR CERTIFICATE OF DEPOSIT NOTE AT 6.5%(10-4-01))

CERTIFICATE CAME DUE 10-4-01 AMOUNT WITH INTEREST 118,677.82

INTEREST IN ESCROW ACCOUNTS

\$21,746.43

LESS INTEREST DEPOSITED IN CHECKING ACCOUNT (ADMIN) 5/16/0 (INT FROM DESIGN#5892-6,041.03), INT FROM CONST #4747-15,200), (INT FROM MISC#7378-469.83)  
11,800.00 (PROCEEDS FROM CLOSING OUT MISC FUND #7378 DEPOSITED INTO CHECKING (ADMIN) ON 5/16/01)

4418.00

Less Interest approved for Administrative Account

AVAILABLE INTEREST

11,240.46

ESCROW INTEREST

12/12/2007

NOV.



JPMorgan Chase Bank, N.A.  
Indiana Market  
P O Box 260180  
Baton Rouge, LA 70826-0180

RECEIVED DEC 5 2007

November 01, 2007 through November 30, 2007

Account Number: 000750002444747

### CUSTOMER SERVICE INFORMATION

If you have any questions about your statement, please contact your Customer Service Professional.



00001933 DDA 053 JB 33507 - NNN T 1 000000000 69 0000

LITTLE CALUMET RIVER BASIN DEVELOPMENT CO  
MISSION  
6100 SOUTHPORT RD  
PORTAGE IN 46368-6409

### SAVINGS SUMMARY

Chase Business High Yield Savings

	INSTANCES	AMOUNT
Beginning Balance		\$809,326.74
Deposits and Additions	1	2,333.72
Ending Balance	1	\$811,660.46
Annual Percentage Yield Earned This Period		3.57%
Interest Paid This Period		\$2,333.72
Interest Paid Year-to-Date		\$11,247.40

Your Chase Business High Yield Savings account may earn an even higher interest rate if you open a qualifying checking account. Contact your banker, or call us for details.

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

### TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$809,326.74
11/30	Interest Payment	2,333.72	811,660.46
	Ending Balance		\$811,660.46

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

33531020280050193301