

In the Matter Of:
East Chicago Waterway Management

DISTRICT BOARD OF DIRECTORS' MEETING

September 15, 2022



Iseminger & Associates, Inc.
877-337-7379

**EAST CHICAGO WATERWAY MANAGEMENT
DISTRICT BOARD OF DIRECTORS' MEETING**

**City of East Chicago, Engineering/Annex Building
4444 Railroad Avenue
East Chicago, Indiana**

September 15, 2022

5:00 p.m.

Transcript of the East Chicago Waterway Management District Board of Directors' Meeting had in the above-entitled matter on the 15th day of September, 2022, commencing at 5:00 p.m., taken at City of East Chicago, Engineering/Annex Building, 4444 Railroad Avenue, East Chicago, Indiana, and via Zoom Video/Telephone conference, before Dawn M. Iseminger, RPR, and Notary Public, within and for the County of Porter, State of Indiana.

A P P E A R A N C E S

JOHN FEKETE, President

RAYMOND LOPEZ, SR., Treasurer and Fiscal Officer

HENRY RODRIGUEZ, Secretary

JOHN BAKOTA, Board Member

JAYLAN ROBINSON, Board Member

FERNANDO TREVINO, FMT Consulting

ELLEN GREGORY, Ellen Gregory Law - appearing via
Zoom

Also Present:

Vanessa Vargas, CliftonLarsonAllen - appearing via Zoom

Jim Wescott, Tetra Tech

David Alonzo, BMO Bank - appearing via Zoom

Todd Relue, Plews Shadley - appearing via Zoom

District Board of Directors' Meeting
09/15/2022

1 MR. FEKETE: I'd like to call to order the
2 East Chicago Waterway Management District board
3 meeting. Today's date is September 15, 2022, and
4 the time is 5:07.

5 The first order of business is the roll call.
6 John Bakota?

7 MR. BAKOTA: Here.

8 MR. FEKETE: Henry Rodriguez?

9 MR. HENRY RODRIGUEZ: Here.

10 MR. FEKETE: Jaylan Robinson?

11 MR. ROBINSON: Here.

12 MR. FEKETE: Ray Lopez?

13 MR. LOPEZ: Here.

14 MR. FEKETE: John Fekete, here. We have a
15 quorum.

16 MS. GREGORY: We're having audio trouble.

17 MR. FEKETE: We're ready for the executive
18 director's report.

19 MR. TREVINO: Are you with us, Ellen?

20 MS. GREGORY: I am. Sounds great.

21 MR. TREVINO: Fernando Trevino, FMT
22 Consulting executive director. I'd like to start
23 off by going over the contents of your board
24 packet. In your board packet you have today's
25 agenda, you have a copy of the public meeting

District Board of Directors' Meeting
09/15/2022

1 posting for today's meeting, the board minutes for
2 the August 18th board meeting, the
3 CliftonLarsenAllen financial report dated
4 August 31st, 2022, for the month of August, and
5 that was emailed earlier today and I handed out
6 hard copies that were distributed to the board.
7 You have today's claim docket dated September 15,
8 along with the purchase orders and check register.
9 You have the tipping fee agreement amendment,
10 which is with the Army Corps of Engineers and
11 Cleveland Cliffs. You have board resolution
12 2022-2 granting user fee waivers for parcels with
13 a conservation easement. You have First Merchant
14 Bank statements for the month of August of 2022
15 for accounts ending in 608 and 616, along with a
16 copy of the checks that cleared for the month of
17 August. And you also have copies of three user
18 fee deposit memos that were made in the month of
19 August. You have the BMO trust report through
20 August 31, 2022. You have Tetra Tech's monthly
21 Great Lakes Legacy Act Grand Cal' River remedial
22 design project report, which is dated September 8.
23 You have the Army Corps' report to the board dated
24 September 15. You have Attorney Ellen Gregory's
25 report to the board with a revision date of

1 September 12th. You have a copy of ACOM's monthly
2 invoice budget report and schedule for the Canal
3 Street bridge project. You have an EPA letter
4 dated September 13, 2022, from Rance Albert,
5 related to EPA's review of our 2020 annual work in
6 kind report. And you have a copy of Parsons'
7 monthly bird observation monitoring report for the
8 month of July 2022. And that's dated August 11,
9 2022.

10 To go over a couple items. Regarding the
11 action items on today's agenda, we have the two
12 traditional action items of the board minutes and
13 the monthly claim docket, and two additional
14 action items for the board consideration, which is
15 the tipping fee agreement amendment with
16 Cleveland-Cliffs and the Corps and resolution
17 2022-2 which provides user fee waivers for parcels
18 with conservation easements starting in 2023.

19 Regarding the financial update, Vanessa is
20 joining our meeting today and she'll provide an
21 update on our financial status. Regarding user
22 fees, to date we've collected approximately
23 \$382,700, which is about 83 percent of our 2022
24 user fees. Our original due date was August 3rd,
25 and a couple weeks ago at our August board meeting

1 the board approved extending the deadline to
2 October 3rd, and that will give the district an
3 opportunity to contact the companies and the
4 possibility of them paying their user fees before
5 the district starts pursuing legal matters on the
6 unpaid accounts.

7 Regarding the Great Lakes Legacy Act project,
8 the south tank farm sheet pile wall project, the
9 90 percent design has been completed and it was
10 transmitted to the project team. AR/BP continues
11 to work towards finalizing the specs and drawings.
12 BP gave a presentation to the city's technical
13 review committee on September 7. BP has secured a
14 contractor for the procurement of the steel, which
15 will be with a domestic steel company, and now
16 they're working on the request for proposals for
17 the installation of the wall. The sheet pile wall
18 is forecasted to be completed by early 2024.

19 Regarding the Lake George Canal east section,
20 phase two dredging is scheduled to recommence
21 after the sheet pile wall project is completed,
22 which as mentioned is scheduled to be done by
23 early 2024. The Corps will be managing the
24 dredging project on EPA's behalf, and they are
25 coordinating additional canal sediment sampling,

1 which is scheduled to be done sometime late
2 summer, early fall.

3 Regarding the Lake George Canal middle cap
4 project, the Army Corps of Engineers is managing
5 the remediation project, construction activities
6 are ongoing. The project is currently on pause to
7 allow settlement of the first cap layer.

8 Regarding the Grand Cal' River junction
9 reaches remedial design, the remedial design is
10 ongoing. Tetra Tech continues to work on
11 finalizing the design, and the project team
12 continues to have periodic meetings to discuss
13 design completion, property access coordination,
14 permit applications, the junction marsh
15 coordination, cost share documentation, community
16 engagement. EPA and the district have been
17 working on the project agreement for the Grand
18 Cal' River phase one remediation, which is
19 approximately \$27 million in federal funds. And
20 that scope includes the completion of the Grand
21 Cal' River west branch and the dredging of the
22 Indiana Harbor Canal branch, and, as an option,
23 the restoration of the junction marsh.

24 The District and EPA continue to explore
25 whether the project will be done through a project

1 agreement or a cooperation agreement. And we're
2 hoping to have a final determination of which
3 direction we'll take by the October board meeting.

4 As I mentioned in the past, the project team
5 for some time has been working on the cost share
6 calculations affiliated with the PCA and the
7 tipping fee agreement amendments which will be
8 used to leverage Great Lakes Legacy Act funding
9 for the Grand Cal' River phase one remediation
10 project.

11 You might recall that the PCA amendment has
12 been completed and we reported at the August board
13 meeting that I had forecasted that the tipping fee
14 amendment would be completed for today's board
15 meeting, and, yes, we were able to finalize the
16 tipping fee agreement amendment to present to the
17 board for approval. It's taken a couple of years
18 to get to this point but I assure you the wait was
19 well worth it.

20 The PCA amendment with the Army Corps of
21 Engineers that was approved earlier this year,
22 together with this tipping fee agreement
23 amendment, will result in over \$6 million being
24 refunded to the district. Before we started
25 negotiating amending these two agreements, there

1 was some debate that the district might owe
2 several million dollars because of certain
3 prospectives under the two original agreements. I
4 want to thank Attorney Ellen Gregory, Attorney
5 Todd Relue, both representing the district, for
6 their efforts. I want to thank the Army Corps of
7 Engineers and their staff for their efforts, and
8 Cleveland-Cliffs and their staff for their efforts
9 and for being an outstanding community partner
10 through these negotiations and seeking a
11 neighborly resolution on this matter.

12 The Cleveland-Cliffs sep project that's
13 related to this tipping fee agreement will be used
14 as cost share to fund approximately \$27 million on
15 the Grand Cal' River phase one remediation
16 project. So the impact of these two amendments
17 are substantial as our partnership with our great
18 business neighbors, Cleveland-Cliffs.

19 Last month I shared with the board that EPA
20 provided us a letter regarding the
21 Cleveland-Cliffs sep project, that it would count
22 as Great Lakes Legacy Act cost share. So with the
23 PCA and the tipping fee agreement amendments and
24 the EPA letter, that should give the district a
25 high degree of confidence for the funding of the

1 Grand Cal' River phase one remediation project.
2 And we'll continue to work on drafting the project
3 agreement or the cooperation agreement. And we'll
4 be looking to include similar statement in one of
5 these agreements whichever route we consider going
6 with that, you know, the sep cost share counts as
7 cost share.

8 Regarding the work in kind reporting, I've
9 started working on the report for the first six
10 months of 2022. EPA agreed to extend the deadline
11 to the end of September. EPA has recently sent us
12 a letter dated September 13 of 2022, accepting the
13 district's 2020 work in kind report. And now with
14 that acceptance, the EPA has approved a total of
15 \$1.2 million in work in kind. And as I mentioned,
16 a copy of that letter is in your board packet.

17 Regarding Lake George Canal west remediation,
18 that work is ongoing; and a reminder that project
19 is between BP and EPA. And project manager Jim
20 Wescott from Tetra Tech is present today and he
21 will give an update on the project on the Grand
22 Cal' River remedial design and remediation
23 project.

24 Regarding the Canal Street bridge project,
25 ACOM continues their effort on the dolphin design

1 and permit applications. The project schedule and
2 a budget summary is in your packet. We had a
3 meeting last week to review the district's
4 comments to their draft drawings and specs. I'm
5 working with Attorney Gregory to establish
6 contractor insurance limits, which will be
7 included in the specs. The contractor and
8 material procurement is forecasted to be done
9 during the winter months, with construction
10 forecasted to begin in the May/June time frame.

11 Regarding the BP term sheet agreement for the
12 parcels that BP is interested in acquiring from
13 the district, those negotiations are ongoing; and
14 Attorney Ellen Gregory will give a brief update on
15 the status of that in her update.

16 The Corps' report is in your board packet.
17 Project manager Mike Nguyen was not able to make
18 today's meeting due to a schedule conflict, but as
19 I mentioned, his update, his written update, is in
20 your board packet. And Attorney Ellen Gregory
21 will give an update on various legal matters. And
22 that includes my report.

23 MR. FEKETE: Okay. Any questions for
24 Mr. Trevino?

25 (No response).

1 MR. FEKETE: Thank you very much for your
2 report.

3 The approval consideration of the meeting
4 notes for the August 18 board meeting minutes.

5 MR. BAKOTA: Motion to accept.

6 MR. LOPEZ: Second.

7 MR. FEKETE: A motion and a second. We will
8 take a voice vote since all board members in
9 attendance are here in this room.

10 So all in favor, signify by saying aye.

11 (All signify aye).

12 MR. FEKETE: Any opposition? Abstentions?

13 (No response.)

14 MR. FEKETE: The motion is approved.

15 The next order of business is the accounting
16 consultant report, Vanessa Vargas.

17 MS. VARGAS: Vanessa Vargas, with CLA. Can
18 you hear me okay?

19 MR. FEKETE: Yes.

20 MS. VARGAS: In front of you, you have the
21 August 31, 2022, financial statement on a cash
22 basis. If you would please turn to Page 2, we
23 will begin with the statement of cash receipts and
24 cash disbursements for the eight months ended
25 August 31, 2022. You have received interest

District Board of Directors' Meeting
09/15/2022

1 income of \$4,616.64, user fee income of
2 \$432,899.54, as well as a trust transfer of
3 \$398,338.19, for total cash receipts of
4 \$835,854.37.

5 Through August 31st you have had \$427,471.10
6 in cash disbursements, made up of the various line
7 item expenses above. On January 1st you began
8 with a cash balance of \$3,992,407.94. As of
9 August 31st, 2022, you have a cash balance of
10 \$4,400,791.21.

11 If you will turn to Page 3, we'll go over the
12 schedule of cash account activity for the eight
13 months ended August 31, 2022. You began the year
14 with a cash balance of \$1,409,578.39 in your
15 operating account. You have earned interest
16 income of \$273.23. You've had cash disbursements
17 through August of \$428,521.10, which includes a
18 voided check for \$1,050. You've had a trust
19 transfer of \$398,338.19, as well as a budget
20 transfer of \$212,225.79. Bringing your operating
21 cash balance as of August 31st to \$1,592,944.50.

22 Your user fee account began with a cash
23 balance on January 1st of \$1,076,244.74. You've
24 earned interest through August of \$1,646.38.
25 You've had user fee income of \$432,899.54. You've

1 had a budget transfer of \$212,225.79. And you
2 also redeemed a CD for \$1,509,281.84, which brings
3 your user fee account balance as of August 31st to
4 \$2,807,846.71. You began the year with a CD with
5 a balance of \$1,506,584.81. You earned \$2,697.03
6 of interest, and it was redeemed bringing your CD
7 balance as of August 31st to zero.

8 Moving on to Page 4. You have the schedule
9 of 2022 available budget. Your 2022 budget began
10 at \$1,919,735. Adding back in your accounts
11 payable at 12/31/2022 of \$50,407.37. You had a
12 budget amendment of \$50,000, bringing your 2022
13 total appropriation to \$2,020,142.37. Through
14 August 31, 2022, you've had cash disbursements of
15 \$427,471.10. In front of you, you have a claim
16 docket dated September 15, 2022, totaling
17 \$43,849.37, which brings your total 2022 unused
18 budget to \$1,548,821.90.

19 Are there any questions on the financial
20 statements?

21 MR. FEKETE: Any questions from the board?

22 (No response).

23 MR. LOPEZ: Thank you.

24 MR. FEKETE: Vanessa, thank you very much.

25 MS. VARGAS: One item I did quickly mention

1 to Fernando yesterday was your 1041 tax return is
2 going to be due at the end of this month, so
3 September 30th. CLA will be in contact as soon as
4 that is ready for signature and pick up.

5 MR. TREVINO: In the past, Ray Lopez signed
6 that. Right, Vanessa?

7 MS. VARGAS: Correct. He did sign it last
8 year.

9 MR. TREVINO: I'll contact you when it is
10 ready.

11 MR. LOPEZ: Okay. Thank you.

12 MS. VARGAS: Thank you.

13 MR. FEKETE: Okay. The next order of
14 business is the approval of the accounts payable
15 voucher register dated September 15, 2022.

16 MR. LOPEZ: Motion to approve.

17 MR. FEKETE: We have a motion to approve.

18 MR. HENRY RODRIGUEZ: Second.

19 MR. FEKETE: We have a second.

20 We'll have a roll call vote. John Bakota?

21 MR. BAKOTA: Yes.

22 MR. FEKETE: Henry Rodriguez?

23 MR. HENRY RODRIGUEZ: Yes.

24 MR. FEKETE: Jaylan Robinson?

25 MR. ROBINSON: Yes.

District Board of Directors' Meeting
09/15/2022

1 MR. FEKETE: Kevin Doyle?

2 (No response).

3 MR. FEKETE: Ray Lopez?

4 MR. LOPEZ: Yes.

5 MR. FEKETE: John Fekete, I vote yes. Okay,
6 that motion is approved.

7 The next order of business is the
8 Cleveland-Cliffs/US Army Corps of Engineers
9 tipping fee agreement amendment.

10 MR. TREVINO: Yes. We have Todd Relue on the
11 call with us to give a quick summary of this
12 amendment.

13 MR. RELUE: Thank you, Fernando. Thank you,
14 John.

15 So back in 2012 the district entered into a
16 tipping fee agreement with the Army Corps of
17 Engineers and Cleveland-Cliffs so that
18 Cleveland-Cliffs could define some of its dredged
19 material in the Indiana Harbor and canal confined
20 disposal facility.

21 As part of that, the district was able to
22 charge Cleveland-Cliffs what is called a "tipping
23 fee," which essentially is a cost for the right to
24 put that material into the CDF. Under that
25 agreement, we charged a rate of \$71 per cubic yard

1 based on the information we had from the Army
2 Corps of Engineers. It turned out that over the
3 years the cost to construct the combined disposal
4 facility was significantly higher, and the amount
5 that the Corps decided to charge the district for
6 confining those Cleveland-Cliffs' materials grew
7 to be \$89.17 per cubic yard. And so we entered
8 into an amendment of the project cooperation
9 agreement between the district and Corps earlier
10 this year to kind of cap the amount that we would
11 have to pay toward the confined disposal facility.
12 And the next part of this in this process was to
13 go to Cleveland-Cliffs and the Corps and to amend
14 the tipping fee agreement so that Cleveland-Cliffs
15 would pay the cost to confine the materials at the
16 full cost, the \$89.17 per cubic yard. And that's
17 effectively what this amendment accomplishes. It
18 adjusts the amount of the tipping fee rate to
19 \$89.17 per cubic yard. It sets the amount that
20 can be confined under the tipping fee agreement to
21 the amount that Cleveland-Cliffs has already
22 confined. And as a result of that and
23 Cleveland-Cliff's agreement to pay more than they
24 originally would have under the 2012 agreement,
25 that will result in a payment to the district of

1 \$3,589,624.90. And that's money that the district
2 will have because it had contributed money toward
3 the CDF, so it had already covered that when it
4 effectively became a short fall because of the
5 rising cost of the confined material. So that
6 amount will be paid to the district by
7 Cleveland-Cliffs under the tipping fee agreement
8 amendment.

9 MR. FEKETE: Okay. Any questions for
10 Mr. Relue?

11 (No response).

12 MR. FEKETE: Thank you, Todd. We'll
13 entertain a roll call vote.
14 John Bakota?

15 MR. BAKOTA: Yes.

16 MR. FEKETE: Henry Rodriguez?

17 MR. HENRY RODRIGUEZ: Yes.

18 MR. FEKETE: Jaylan Robinson?

19 MR. ROBINSON: Yes.

20 MR. FEKETE: Kevin Doyle?

21 (No response).

22 MR. FEKETE: Ray Lopez?

23 MR. LOPEZ: Yes.

24 MR. FEKETE: John Fekete, I vote yes.

25 The next order of business is the resolution

1 2022-2 referring to the user fee waiver for
2 conservation of easements, Mr. Trevino.

3 MR. TREVINO: So you might recall that a
4 couple of months ago one of the companies that we
5 assess user fees to sent us an appeal based on the
6 parcel having a conservation easement and we
7 didn't have any existing rules that allowed a
8 waiver for conservation easements. But after we
9 did review their proposal, we did think it was a
10 good idea that the district should grant companies
11 that have a conservation easement a waiver of user
12 fees, and it's based on the percentage of
13 conservation easement property on the parcel
14 assessed. And the other part of this resolution
15 is that the waiver will begin in 2023; so
16 basically by default we would be denying -- the
17 bad news this year for the companies is, we would
18 be denying the waiver in 2022. But if they apply
19 for the waiver in 2023, with this resolution in
20 place it would grant the discount for the
21 conservation easement.

22 Ellen, is there anything you would like to
23 add?

24 MS. GREGORY: Yeah, I would just add that
25 other entities might have conservation easements

1 on the properties, so this will apply not only to
2 the entity that submitted an appeal but to any
3 other company or entity that has a conservation
4 easement on the property.

5 MR. TREVINO: Good point.

6 MR. FEKETE: I have a question for you,
7 Ellen. Is it appropriate for us to publicize the
8 fact that we have this resolution?

9 MS. GREGORY: It's a little late for that.
10 Yeah, I think it's appropriate.

11 MR. FEKETE: Okay. So now the next question
12 is: How do we go about doing that?

13 MR. TREVINO: What was the question? I had
14 to turn off the alarm.

15 MR. FEKETE: I just asked the question, was
16 it appropriate for us to publicize the fact that
17 we have this resolution in place, assuming that we
18 pass it, of course.

19 MR. TREVINO: So my plan is, if we pass this
20 resolution, it would be posted on our website and
21 we would include language when we transmit the
22 2023 user fee assessments that this waiver is in
23 place.

24 MR. FEKETE: Okay. That this resolution, if
25 approved, would be in effect for the calendar year

District Board of Directors' Meeting
09/15/2022

1 2023?

2 MR. TREVINO: Yes.

3 MR. FEKETE: Okay.

4 MS. GREGORY: Correct. The resolution itself
5 becomes effective as soon as it's passed, but it
6 won't have any impact until next year.

7 MR. FEKETE: Right. Okay.

8 MR. LOPEZ: So what's the resolution? Read
9 it.

10 MR. FEKETE: I might need a motion to approve
11 the resolution.

12 MR. BAKOTA: Motion to approve.

13 MR. ROBINSON: Second.

14 MR. FEKETE: We have a motion and a second.
15 We'll have a roll call vote.

16 John Bakota?

17 MR. BAKOTA: Yes.

18 MR. FEKETE: Henry Rodriguez?

19 MR. HENRY RODRIGUEZ: Yes.

20 MR. FEKETE: Jaylan Robinson?

21 MR. ROBINSON: Yes.

22 MR. FEKETE: Kevin Doyle?

23 (No response).

24 MR. FEKETE: Ray Lopez?

25 MR. LOPEZ: Yes.

1 MR. FEKETE: John Fekete, I vote yes.

2 As an aside or a comment, I think it was well
3 done. I think the principle behind a conservation
4 easement is an appropriate one in helping not only
5 the waterway but the environment in its entirety.

6 The next order of business is the BMO trust
7 report, Mr. Alonzo.

8 MR. ALONZO: Good evening. I would agree,
9 the audio sounds perfect.

10 On the first page, going through the numbers,
11 and then we'll talk a little bit about interest
12 rates.

13 So the value of the trust as of August 31st,
14 2022, is \$4,137,189.64. Year to date, we had
15 distributions of \$398,338.19. So as we've
16 discussed, it seems like forever interest rates
17 have been very bad. We've only really started to
18 see them moving probably over the last two months
19 and banks have finally jumped on board with that.

20 At the last meeting we talked about looking
21 at a finance committee meeting, but also, too, the
22 Fed did not meet at all last month, in August.
23 They're set to meet in about a week with the
24 anticipation of a pretty good rate hike coming up.
25 The last time we saw a big rate hike, we didn't --

1 it was a pretty big jump. We went from nothing to
2 about 2 percent on a 13-month CD. So based on the
3 Fed meeting coming up here, the recommendation was
4 to hold on the rate, from doing anything with
5 rates for this meeting but to really meet next
6 month and see what direction the Fed went with
7 rates. Obviously, they're going up. But I
8 definitely think between now and our next meeting,
9 we want to get together; and even if it doesn't
10 impact CD rates, because sometimes it might not
11 move interest rates on CDs or the banks might not
12 have any advantage to doing that, especially if
13 they don't need the money. If interest rates
14 rise, mortgage rates go up, and the need for
15 lending declines, so the asset intake might not be
16 as much as before. So if rates -- even if rates
17 hold and they don't go up, we probably want to
18 make some adjustments to where we're at. So where
19 things are right now, we have a 13-month paying 2
20 percent, a 25-month paying 2.1; and then a
21 35-month at 2.35. So with the amount that we have
22 and what we've historically kept, about a half a
23 million liquid, and just making sure we have
24 enough for budget, we can look at laddering down
25 some CDs. So I think going into our finance

1 committee meeting in the next month, we're going
2 to want to make a decision on it. And the
3 anticipation is we're hoping with the Fed rate
4 hike, it will be better and we will be rewarded
5 for waiting another couple weeks.

6 Are there any questions at all on the
7 accounts or the reports?

8 MR. FEKETE: No. The only question I have is
9 that as these rates presumably will go up, are
10 there other instruments out there that will be
11 tracking this that we might be interested in?

12 MR. ALONZO: Yeah, I wish we could go back to
13 what's considered a -- with a brokerage CD. So
14 brokerage CDs are FDIC insured, principle
15 guaranteed, and they return, of course, principle
16 at maturity. Broker CDs essentially are from
17 banks across the U.S. So when we look at our
18 regional banks, and that does include Chase even
19 though they're a national bank, we're all about in
20 the same area; but when we look at brokerage CDs,
21 an example would be I had a client do a 12-month
22 CD with Discover Bank, so Discover credit card, so
23 Discover Bank, and it was 3.3 percent for one
24 year, which is a pretty huge difference from what
25 we're looking at on the local retail level. So,

1 you know, I know we've been stuck with the rules
2 from the State of having to deal with banks inside
3 of the State of Indiana, but before we did what
4 was called CDARS. And brokerage CDs are
5 essentially the same thing. There is no cost
6 affiliated with them, there's no risk involved.
7 Again, they're FDIC insured, but they're from
8 banks that aren't held within the State of
9 Indiana. So we can definitely do better, but I
10 think there would have to be some digging to see
11 if that's something we would be able to do,
12 because I definitely feel those rates have really
13 picked up quite a bit. And we can lock in for
14 three years probably close to like 3.5 percent for
15 three years. So rates have gotten really good on
16 those. But again we've been sort of hand tied
17 with what we can do. Treasuries are held,
18 purchased directly with treasury direct. And the
19 time frame on some of the better rate paying ones
20 are probably well outside of our spectrum of what
21 we can do. But CDs have really been where we're
22 at.

23 MR. FEKETE: Yeah, I think back in the early
24 days we got a little bit outside of our boundary
25 on some of those. And we were basically -- it was

1 pointed out to us the requirements that you have
2 just stated. So it is moving in the right
3 direction, and I guess that kind of applauds the
4 fact that -- our decision not to jump in and
5 reinvest when the last one came due. Okay.

6 MR. ALONZO: Yeah. We would be stuck with
7 some shorter rates. But, yeah, we'll hold on.
8 And we will want to schedule that finance
9 committee meeting and come with some
10 recommendations to make some moves and get
11 approved at our next meeting.

12 MR. FEKETE: Okay. Any questions for David?

13 (No response.)

14 MR. LOPEZ: Thank you, Dave.

15 MR. FEKETE: Thank you again.

16 MR. ALONZO: Thank you. Have a good evening.

17 MR. FEKETE: All right. Great Lakes Legacy
18 Act, Grand Cal' junction reaches, Mr. Wescott.

19 MR. WESCOTT: Yes. Good evening. A quick
20 update on the status. Since the last meeting,
21 we've applied for two more permits. MPDS
22 discharge permit, which would be temporary. Every
23 wastewater treatment plant has a MPDS discharge
24 permit -- and industrial facilities that
25 discharge.

1 So this project would also -- because we
2 would be removing sediment and dewatering all that
3 water that we collect, the plan would be to treat
4 it in a temporary water treatment plant and
5 discharge it. We would clean it and discharge it
6 back to the Grand Calumet River. So we applied
7 for that permit. Which we've used the same
8 process on previous projects and that was
9 approved, so I don't anticipate any issues with
10 that application. And we also applied for the
11 construction floodway permit, because we'll be
12 building and constructing things within the
13 floodway. And the work would not increase any
14 flooding within the area, which is a requirement
15 for the permit. It's part of the allocation.

16 So those have been submitted. We've got a
17 PCB work plan and a local storm water permit that
18 we need to finish up in the next couple weeks, and
19 that should be all the permits that are required.
20 The drawings are complete. The specifications are
21 kind of on hold, waiting to see how the project
22 moves, because currently the project
23 specifications always talk about EPA and the
24 contractor, and if there's a cooperative
25 agreement, then all of them will have to be

1 changed. They're minor changes, but all of them
2 will have to be modified; so I'm waiting to see
3 how that plays out.

4 So we're still in a good position to
5 implement as soon as these final details about who
6 is going to be in charge get worked out in the
7 next, say, four to six weeks.

8 MR. FEKETE: You did mention -- when you
9 mentioned the permits, you mentioned there might
10 be a change if we take over?

11 MR. WESCOTT: I have sent some emails to the
12 state about how that would work. I'm hoping that
13 it just is an amendment. Right? They've looked
14 at the entire permit. The applicant is the US
15 EPA. It's pretty clear in all the permit
16 applications that the district is a partner.
17 They're just sort of the junior partner. And if
18 it would flip, the expectation would be that it's
19 just a permit amendment that would take, like, a
20 30-day review to switch from EPA to the district.
21 I need to confirm that. And there's different
22 agencies reviewing things, but it should work out
23 fine. I'll try to confirm that kind of with --
24 before the next meeting. And I know Fernando and
25 Ellen want to know that before they get too far

1 along. I do think, though, that the schedule -- I
2 mean, there's a lot of wiggle room in the schedule
3 as well. So if there is some issues with the
4 permits, there's probably time between now and
5 next spring to work out those details as well. So
6 there's a lot of -- I don't think switching from a
7 project agreement to a cooperative agreement with
8 the switch on who the permit applicant is, I don't
9 think derails or really affects the project
10 execution significantly.

11 MR. FEKETE: Okay.

12 MR. BAKOTA: This project is from the river
13 to Columbus Drive?

14 MR. WESCOTT: This one will be, if you can
15 imagine, it's from -- so Indianapolis down at the
16 Grand Cal', down by the water treatment plant. So
17 Indianapolis over to where it runs into the canal
18 and the east branch, they kind of come together.
19 So it's from the Grand Cal' from Indianapolis over
20 to the confluence; and then from that point up to
21 Chicago.

22 MR. BAKOTA: Okay.

23 MR. WESCOTT: And then there's a second phase
24 where it would actually go -- so that's where all
25 the dredging is occurring. And then there will be

1 some capping in the Grand Cal' section. So the
2 west branch of the Grand Cal' will be entirely
3 complete at the end of this phase. In the future
4 there will be this phase, too, where the rest of
5 the east branch and all of Indiana harbor all the
6 way to Columbus would get capped as well. But
7 because of the USS Lead site down by Kennedy
8 Avenue, and it's a superfund site still, the EPA
9 would prefer to wait until that superfund site is
10 resolved before they spend money in the river
11 because they're not sure what's still on the
12 banks. The stuff on the banks could flow into the
13 river.

14 MR. BAKOTA: Does the project show a sediment
15 trap? I asked that some time ago.

16 MR. WESCOTT: No, because we talked about
17 that several years ago, and there was a sediment
18 trap, and a lot of the concern with the sediment
19 trap was the stuff in the harbor because the stuff
20 right north of Columbus Avenue had not been
21 dredged yet. It was very shallow and there was
22 high levels of PCBs right there, and there was
23 going to be a sediment trap the other side of
24 Columbus to catch stuff.

25 MR. BAKOTA: On the south end?

1 MR. WESCOTT: On the south side of Columbus.
2 But since all that area north of Columbus has been
3 dredged out now, the concern of stuff flowing --
4 because the river flows both ways -- right --
5 depending on the weather and the wind direction.

6 MR. BAKOTA: And lake level.

7 MR. WESCOTT: But since the harbor, a lot of
8 that dirty sediment north of Columbus has been
9 dredged out, so we sort of eliminate the need to
10 do the sediment traps south of Columbus because
11 the threat kind of got removed.

12 MR. BAKOTA: So actually the sediment trap is
13 after that, then.

14 MR. WESCOTT: Well, that's true.

15 MR. BAKOTA: It drops off.

16 MR. HENRY RODRIGUEZ: Well, yeah, so the
17 sediment services, it's much deeper now on the
18 other side of Columbus, so the concern that stuff
19 is going to flow out of the harbor into the Grand
20 Cal' is much, much diminished from what it was.

21 In 2015 it was an issue that got a lot of
22 discussion. But since the dredging has occurred,
23 that threat is kind of gone.

24 MR. BAKOTA: They dismissed that sediment
25 trap in that whole length?

1 MR. HENRY RODRIGUEZ: Yeah.

2 MR. FEKETE: I think what you're saying is
3 that because at that point in time you didn't know
4 when they were going to get around to dredging
5 that.

6 MR. WESCOTT: Correct.

7 MR. FEKETE: So then if the 2016 plan were to
8 come into effect before they got to it, and then
9 it would also almost necessitate doing something
10 like that.

11 MR. WESCOTT: Right.

12 MR. FEKETE: Since they already dredged it,
13 and it will be part of a routine dredge rather
14 than, you know, this is a legacy dredge.

15 MR. BAKOTA: Our sanitary district dumps
16 16 million gallons a day into the canal. I mean,
17 it's treated. I don't know to what extent. Gary
18 does the same thing, you know, and U.S. Steel.

19 MR. WESCOTT: There is a sediment trap up at
20 Cline ready to catch stuff that comes down.

21 MR. FEKETE: Comes down from Gary.

22 MR. BAKOTA: From east.

23 MR. WESCOTT: Yeah, it's on the west side of
24 Cline Avenue.

25 MR. BAKOTA: Right, west side.

1 MR. FEKETE: Right. Right.

2 MR. WESCOTT: It's a relatively large
3 sediment trap. I believe the Fish and Wildlife
4 Service samples that every year.

5 MR. FEKETE: Yeah.

6 MR. BAKOTA: They sample the quality of
7 water?

8 MR. FEKETE: Yes, they do.

9 MR. HENRY RODRIGUEZ: And they take sediment
10 samples and fish samples. There's a significant
11 amount of biological sampling.

12 MR. BAKOTA: Do we get that report?

13 MR. FEKETE: We can get it, because the USDS
14 does a lot of that work, and Fish and Wildlife.

15 MR. WESCOTT: It should be available.
16 Fernando can talk to the EPA rep.

17 MR. FEKETE: Actually, maybe we can contact
18 Michael Spinar.

19 MR. WESCOTT: Michael would have access.

20 MR. FEKETE: It's reported out regularly, or
21 fairly regularly, in our Care Committee meetings.

22 MR. WESCOTT: I would just say that they're a
23 little behind. They do the sampling; but writing
24 the report, they're a little slow on the report
25 writing.

1 MR. FEKETE: But they do the sampling. They
2 always report out how many samples they've taken.

3 MR. HENRY RODRIGUEZ: Fernando and I have
4 been on calls where we talked about this in much
5 detail. And the areas that have been cleaned up
6 in the past, like Roxanna Marsh, those continue to
7 be cleaned. It's just the areas that haven't been
8 clean, kind of continue to be a concern. And the
9 Fish and Wildlife was one of the organizations
10 that expressed some concern about the USS Lead
11 site at Kennedy Avenue, about possibly sort of
12 splitting this junction project into two phases
13 because they were concerned about stuff coming
14 into the river off the USS Lead.

15 MR. FEKETE: And then we have to resolve the
16 issue if it's an issue with the habitat area, the
17 marsh area, with the pipeline people.

18 MR. WESCOTT: Yeah. I mean, that's sort of a
19 separate -- regardless of who manages, the way the
20 project will likely be structured for phase one --
21 right, it's a two-phase thing. But phase one
22 would be in the river from Indianapolis over to
23 the confluence and then the confluence to Chicago.
24 Right? Do all that. And then there's also a
25 design, at least a conceptual design at this

1 point, to do like a 10 or 15-acre wetland that's
2 just south of the river; and most of that property
3 is owned by Buckeye Partners. Some of it is owned
4 by NIPSCO, and then a small part is owned by the
5 city. And the EPA is continuing to have
6 discussions with Buckeye Partners -- they own like
7 80 percent of the land -- about trying to get them
8 to clean -- and there would be no cost to them the
9 way the project is. It's just trying to get their
10 management to agree to have somebody come on their
11 property and basically dig out all the dirty
12 sediment and put in a nice marsh like they did at
13 Roxanna Marsh. And hopeful -- and that wouldn't
14 happen until the winter of 2023; so there's plenty
15 of time. Once the project gets started and
16 Buckeye sees how things are going, maybe they'll
17 be more -- it's not that they're disagreeing. I
18 think part of it is everybody is so busy and they
19 are in the oil pipeline businesses and they're
20 probably swamped trying to get fuel out. This is
21 probably a low priority. I think Fernando and
22 myself and EPA are pretty optimistic that once
23 that -- you know, that there isn't much reason for
24 them to say no. They just haven't got around to
25 saying yes. And quite frankly, the conservation

1 easement thing that was just passed probably would
2 be a carrot to them because --

3 MR. FEKETE: Right, right.

4 MR. WESCOTT: -- that would provide them a
5 financial incentive to say, yes, and potentially
6 the marsh gets cleaned up. And then if they
7 convert that -- currently, I don't believe it's a
8 conservation easement. But that might incentivize
9 them to turn it into one.

10 MR. BAKOTA: Does the State keep up with
11 invasive plant species?

12 MR. FEKETE: Oh, yeah.

13 MR. WESCOTT: They do. And this project
14 would also have a large invasive species
15 component. We would -- even though we won't do
16 any active in-water work all the way to Columbus,
17 we would try to spray the banks from Columbus all
18 the way down to the Grand Cal' and from Kennedy to
19 Indianapolis. All the invasive species along the
20 bank, we would try to treat, because it doesn't --
21 we need to kill those because the seeds come out
22 and they spread.

23 MR. BAKOTA: Especially in a river. It takes
24 the seeds downstream.

25 MR. WESCOTT: Right. So we're planning on

1 several, like I said, from basically Columbus all
2 the way to the Grand Cal', on both sides of the
3 Grand Cal' would all get sprayed.

4 MR. BAKOTA: Then it will be a state process.
5 Aren't they responsible?

6 MR. WESCOTT: They are -- well, the operation
7 and maintenance of different parts of the project
8 would still need to be worked out. Ultimately,
9 it's -- some of it might be the district, some of
10 it might be the State, some of it might be the
11 private property owners. They have crossed this
12 bridge on other parts of the river, you know,
13 where the agencies or the property -- like with
14 Buckeye, for example, they already have a lot of
15 real estate in the area and they already have
16 contracts with landscape and natural resource
17 firms come out and spray their property. So I
18 don't think it's a big concern if the district and
19 with EPA, cleaned up their property. They already
20 have sort of the mechanism to come in and manage
21 it. And what we've been trying to explain is the
22 EPA project, the funding would cover the first
23 three years as a warranty period, and typically
24 after three years all the invasive -- if there
25 were any invasives, the native plants that are

1 planted take over and really there's not -- the
2 long-term maintenance after that warranty is very
3 low. It may be two or three times a year somebody
4 has to go through with a little spray pack like
5 you see and just spray spots, right, here and
6 there.

7 So the financial obligation for the private
8 property owner, or the district, or whoever, is
9 pretty low after that warranty period is going to
10 be over. Most of the heavy lifting, in terms of
11 trying to keep the invasives out, is in that first
12 three years.

13 So there's still some hurdles with the
14 Buckeye Partners and other pieces, but I think
15 Fernando has a good handle on what, in the big
16 picture, needs to happen. I think it's just
17 getting everybody in the room and hashing out what
18 has to happen.

19 MR. FEKETE: A good example is the stretch
20 from Kennedy to Cline. That's basically what you
21 did there.

22 MR. WESCOTT: Correct. And like some of the
23 private property owners will then -- they'd either
24 have their own or the nature conservancy owns a
25 lot of land, and then there's agreements for

1 nature conservancy to come on other people's
2 properties and treat things. There's a lot of
3 ways to skin a cat. We just have to get to that
4 point. And really it's talking people off the
5 ledge that think it's going to be very expensive
6 because it isn't very expensive. Once it's all
7 managed -- I mean, once it's growing, there isn't
8 much to do.

9 MR. FEKETE: Okay. Thank you.

10 MR. WESCOTT: Uh-huh.

11 MR. FEKETE: Good report.

12 MR. LOPEZ: Thank you.

13 MR. FEKETE: US. Army Corps of Engineers,
14 Fernando.

15 MR. TREVINO: Yes. As I mentioned,
16 Mr. Nguyen isn't available. So just to summarize
17 Mr. Nguyen's report regarding the CDF
18 construction, they completed the closeout package
19 for the dredging contract, clean harbors has
20 started mobilization of the water treatment plant
21 in late August, which was last month, and they
22 should start treating water in late September of
23 this month. The phase two dike raising project,
24 that construction is ongoing. Regarding CDF
25 documentation, oil boom coordination, nothing

1 significant to report. The PCA non-federal
2 funding, PCA closeout with the PCA amendment and
3 the final LERRD credits, the Corps will work to
4 close out the project cost share based on the
5 amended PCA. That concludes Mr. Nguyen's update
6 to the board.

7 MR. LOPEZ: Thanks, Mike.

8 MR. BAKOTA: Can I address the Army Corps of
9 Engineers?

10 MR. FEKETE: Yes.

11 MR. BAKOTA: To whom it may concern on Army
12 Corps of Engineers, I have issues with the
13 sidewalk and the sidewalk parallel to the CDF
14 between Indianapolis Boulevard and the wall of the
15 CDF. So it runs north and south of the sidewalk.
16 Friends of mine are bicycle enthusiasts. They
17 were riding down that sidewalk and got flat tires
18 because of the debris on the sidewalk: Glass,
19 metal parts and everything. I'm asking the Army
20 Corps of Engineers to set up a program to clean,
21 on a basis -- not, you know, one and forget about
22 it -- to clean that periodically. However they
23 want to contract it every other week or so. And
24 actually I'm a homeowner in East Chicago and I'm
25 responsible for clearing my sidewalk of snow. So

1 I think the obligation is on them to also do that,
2 to clear the snow. And I would like a report from
3 the Army Corps of Engineers to see what system
4 they put into effect and we'll go from there.

5 MR. FEKETE: That's a point well taken and I
6 think it would be best to have Mr. Trevino send a
7 memo or some form of communication to the Army
8 Corps of Engineers basically responding to your
9 request.

10 MR. BAKOTA: Thank you.

11 MR. TREVINO: I'll call them.

12 MR. FEKETE: Okay. Attorney Ellen Gregory
13 report.

14 MS. GREGORY: Yes. Ellen Gregory with Ellen
15 Gregory Law. One of the legal matters that
16 Mr. Trevino and I have been working on is the BP
17 property transfer. We had an in-person meeting
18 with representatives from BP on September 1st. We
19 had sent a first draft of the settlement
20 agreement. BP is supposed to be preparing a
21 redline and returning the redline to us with their
22 comments. It should be any day. It was supposed
23 to be yesterday. We will continue to have
24 meetings. And hopefully we will be wrapping up
25 the entire agreement and the transfer in the next

1 three to four months, is the hope.

2 GLA amendment has already been discussed.
3 Gran Cal River junction work, Fernando and I are
4 assessing the various pros and cons of continuing
5 on with the project agreement versus entering into
6 a cooperation agreement where the district would
7 be taking over more of the oversight work. As
8 Fernando mentioned, we're going to try to have a
9 decision by the October board meeting.

10 And then on the user fees, the conservation
11 easement resolution, which we have discussed, I
12 think that we have discussed everything there is
13 to discuss on the resolution. As I mentioned, as
14 soon as it is passed by the board, it will become
15 effective; and the intent is that the users that
16 have conservation easements on their properties
17 will be able to discount or waiver for those
18 portions of the property that have conservation
19 easements on them beginning in 2023. And that's
20 all I have.

21 MR. FEKETE: Okay. Any questions for Miss
22 Gregory?

23 (No response).

24 MR. FEKETE: Any new business to come before
25 the board?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(No response).

MR. FEKETE: Any public comments that have been received?

(No response).

MR. FEKETE: Hearing none, the next board meeting is October 20th, at 5 p.m. at this facility.

This meeting is now over.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C E R T I F I C A T E

I, Dawn M. Iseminger, Registered Professional Reporter (RPR), and Notary Public within and for the County of Porter, State of Indiana, do hereby certify that I appeared on the aforementioned date, time, and location, for the East Chicago Waterway Management District Board of Directors' Meeting.

I further certify that I then and there reported in machine shorthand the proceedings of said Special Meeting, and that the testimony was then reduced to typewriting from my original shorthand notes, and the foregoing transcript is a true and accurate record of the proceedings.

I further certify that I am not related by blood or marriage to any of the parties, nor am I an employee of any of the parties or of their attorneys or agents, nor am I interested in any way, financially or otherwise, in the outcome of said litigation.

Dated this 18th day of October, 2022.

Dawn M. Iseminger
Dawn M. Iseminger, RPR
My Commission expires: 9/22/2025



District Board of Directors' Meeting

09/15/2022

Index: \$1,0..agre

\$	\$89.17 17:7,16,19	3	A
	<u>1</u>		
\$1,050 13:18		3 13:11	Abstentions 12:12
\$1,076,244.74 13:23	10 35:1	3.3 24:23	accept 12:5
\$1,409,578.39 13:14	1041 15:1	3.5 25:14	acceptance 10:14
\$1,506,584.81 14:5	11 5:8	30-day 28:20	accepting 10:12
\$1,509,281.84 14:2	12-month 24:21	30th 15:3	access 7:13 33:19
\$1,548,821.90 14:18	12/31/2022 14:11	31 4:20 12:21,25 13:13 14:14	accomplishes 17:17
\$1,592,944.50 13:21	12th 5:1	31st 4:4 13:5,9,21 14:3, 7 22:13	account 13:12,15,22 14:3
\$1,646.38 13:24	13 5:4 10:12	35-month 23:21	accounting 12:15
\$1,919,735 14:10	13-month 23:2,19	3rd 5:24 6:2	accounts 4:15 6:6 14:10 15:14 24:7
\$1.2 10:15	15 3:3 4:7,24 14:16 15:15		ACOM 10:25
\$2,020,142.37 14:13	15-acre 35:1	<u>4</u>	ACOM's 5:1
\$2,697.03 14:5	16 32:16		acquiring 11:12
\$2,807,846.71 14:4	18 12:4	4 14:8	Act 4:21 6:7 8:8 9:22 26:18
\$212,225.79 13:20 14:1	18th 4:2	<u>5</u>	action 5:11,12,14
\$27 7:19 9:14	1st 13:7,23		active 36:16
\$273.23 13:16	<u>2</u>	5:07 3:4	activities 7:5
\$3,589,624.90 18:1		<u>6</u>	activity 13:12
\$3,992,407.94 13:8	2 12:22 23:2,19		add 19:23,24
\$382,700 5:23	2.1 23:20	608 4:15	Adding 14:10
\$398,338.19 13:3,19 22:15	2.35 23:21	616 4:15	additional 5:13 6:25
\$4,137,189.64 22:14	2012 16:15 17:24	<u>7</u>	adjustments 23:18
\$4,400,791.21 13:10	2015 31:21		adjusts 17:18
\$4,616.64 13:1	2016 32:7	7 6:13	advantage 23:12
\$427,471.10 13:5 14:15	2020 5:5 10:13	<u>8</u>	affects 29:9
\$428,521.10 13:17	2022 3:3 4:4,14,20 5:4, 8,9,23 10:10,12 12:21, 25 13:9,13 14:9,12,14, 16,17 15:15 19:18 22:14	8 4:22	affiliated 8:6 25:6
\$43,849.37 14:17	2022-2 4:12 5:17 19:1	80 35:7	agencies 28:22 37:13
\$432,899.54 13:2,25	2023 5:18 19:15,19 20:22 21:1 35:14	83 5:23	agenda 3:25 5:11
\$50,000 14:12	2024 6:18,23	<u>9</u>	agree 22:8 35:10
\$50,407.37 14:11	25-month 23:20		agreed 10:10
\$6 8:23		90 6:9	agreement 4:9 5:15 7:17 8:1,7,16,22 9:13, 23 10:3 11:11 16:9,16, 25 17:9,14,20,23,24 18:7 27:25 29:7
\$71 16:25			
\$835,854.37 13:4			

agreements 8:25 9:3 10:5 38:25	area 24:20 27:14 31:2 34:16,17 37:15	basically 19:16 25:25 35:11 37:1 38:20	<hr/> C <hr/>
alarm 20:14	areas 34:5,7	basis 12:22	Cal' 4:21 7:8,18,21 8:9 9:15 10:1,22 26:18 29:16,19 30:1,2 31:20 36:18 37:2,3
Albert 5:4	Army 4:10,23 7:4 8:20 9:6 16:8,16 17:1 39:13	began 13:7,13,22 14:4, 9	calculations 8:6
allocation 27:15	assess 19:5	begin 11:10 12:23 19:15	calendar 20:25
allowed 19:7	assessed 19:14	behalf 6:24	call 3:1,5 15:20 16:11 18:13 21:15
Alonzo 22:7,8 24:12 26:6,16	assessments 20:22	big 22:25 23:1 37:18 38:15	called 16:22 25:4
amend 17:13	asset 23:15	biological 33:11	calls 34:4
amending 8:25	assuming 20:17	bird 5:7	Calumet 27:6
amendment 4:9 5:15 8:11,14,16,20,23 14:12 16:9,12 17:8,17 18:8 28:13,19	assure 8:18	bit 22:11 25:13,24	canal 5:2 6:19,25 7:3, 22 10:17,24 16:19 29:17 32:16
amendments 8:7 9:16, 23	attendance 12:9	BMO 4:19 22:6	cap 7:3,7 17:10
amount 17:4,10,18,19, 21 18:6 23:21 33:11	Attorney 4:24 9:4 11:5, 14,20	board 3:2,23,24 4:1,2, 6,11,23,25 5:12,14,25 6:1 8:3,12,14,17 9:19 10:16 11:16,20 12:4,8 14:21 22:19	capped 30:6
annual 5:5	audio 3:16 22:9	boom 39:25	capping 30:1
anticipate 27:9	August 4:2,4,14,17,19, 20 5:8,24,25 8:12 12:4, 21,25 13:5,9,13,17,21, 24 14:3,7,14 22:13,22 39:21	boundary 25:24	card 24:22
anticipation 22:24 24:3	Avenue 30:8,20 32:24 34:11	BP 6:12,13 10:19 11:11, 12	Care 33:21
appeal 19:5 20:2	aye 12:10,11	branch 7:21,22 29:18 30:2,5	carrot 36:2
applauds 26:3	<hr/> B <hr/>	bridge 5:3 10:24 37:12	cash 12:21,23,24 13:3, 6,8,9,12,14,16,21,22 14:14
applicant 28:14 29:8	back 14:10 16:15 24:12 25:23 27:6	bringing 13:20 14:6,12	cat 39:3
application 27:10	bad 19:17 22:17	brings 14:2,17	catch 30:24 32:20
applications 7:14 11:1 28:16	Bakota 3:6,7 12:5 15:20,21 18:14,15 21:12,16,17 29:12,22 30:14,25 31:6,12,15,24 32:15,22,25 33:6,12 36:10,23 37:4	Broker 24:16	CD 14:2,4,6 23:2,10 24:13,22
applied 26:21 27:6,10	balance 13:8,9,14,21, 23 14:3,5,7	brokerage 24:13,14,20 25:4	CDARS 25:4
apply 19:18 20:1	bank 4:14 24:19,22,23 36:20	Buckeye 35:3,6,16 37:14 38:14	CDF 16:24 18:3 39:17, 24
appropriation 14:13	banks 22:19 23:11 24:17,18 25:2,8 30:12 36:17	budget 5:2 11:2 13:19 14:1,9,12,18 23:24	CDS 23:11,25 24:14,16, 20 25:4,21
approval 8:17 12:3 15:14	based 17:1 19:5,12 23:2	building 27:12	change 28:10
approve 15:16,17 21:10,12		business 3:5 9:18 12:15 15:14 16:7 18:25 22:6	changed 28:1
approved 6:1 8:21 10:14 12:14 16:6 20:25 26:11 27:9		businesses 35:19	charge 16:22 17:5 28:6
approximately 5:22 7:19 9:14		busy 35:18	charged 16:25
AR/BP 6:10			Chase 24:18
			check 4:8 13:18

checks 4:16	10,17	continuing 35:5	Dave 26:14
Chicago 3:2 29:21 34:23	company 6:15 20:3	contract 39:19	David 26:12
city 35:5	complete 27:20 30:3	contractor 6:14 11:6,7 27:24	day 32:16
city's 6:12	completed 6:9,18,21 8:12,14 39:18	contracts 37:16	days 25:24
CLA 12:17 15:3	completion 7:13,20	contributed 18:2	deadline 6:1 10:10
claim 4:7 5:13 14:15	component 36:15	convert 36:7	deal 25:2
clean 27:5 34:8 35:8 39:19	conceptual 34:25	cooperation 8:1 10:3 17:8	debate 9:1
cleaned 34:5,7 36:6 37:19	concern 30:18 31:3,18 34:8,10 37:18	cooperative 27:24 29:7	decided 17:5
clear 28:15	concerned 34:13	coordinating 6:25	decision 24:2 26:4
cleared 4:16	confidence 9:25	coordination 7:13,15 39:25	declines 23:15
Cleveland 4:11	confine 17:15	copies 4:6,17	deeper 31:17
Cleveland-cliff's 17:23	confined 16:19 17:11, 20,22 18:5	copy 3:25 4:16 5:1,6 10:16	default 19:16
Cleveland-cliffs 5:16 9:8,12,18,21 16:17,18, 22 17:13,14,21 18:7	confining 17:6	Corps 4:10 5:16 6:23 7:4 8:20 9:6 16:8,16 17:2,5,9,13 39:13	define 16:18
Cleveland-cliffs' 17:6	confirm 28:21,23	Corps' 4:23 11:16	degree 9:25
Cleveland-cliffs/us 16:8	conflict 11:18	Correct 15:7 21:4 32:6 38:22	denying 19:16,18
client 24:21	confluence 29:20 34:23	cost 7:15 8:5 9:14,22 10:6,7 16:23 17:3,15,16 18:5 25:5 35:8	depending 31:5
Cliffs 4:11	conservancy 38:24 39:1	count 9:21	deposit 4:18
Cliftonlarsenallen 4:3	conservation 4:13 5:18 19:2,6,8,11,13,21, 25 20:3 22:3 35:25 36:8	counts 10:6	derails 29:9
Cline 32:20,24 38:20	consideration 5:14 12:3	couple 5:10,25 8:17 19:4 24:5 27:18	design 4:22 6:9 7:9,11, 13 10:22,25 34:25
close 25:14	considered 24:13	cover 37:22	detail 34:5
closeout 39:18	construct 17:3	covered 18:3	details 28:5 29:5
collect 27:3	constructing 27:12	credit 24:22	determination 8:2
collected 5:22	construction 7:5 11:9 27:11 39:18,24	crossed 37:11	dewatering 27:2
Columbus 29:13 30:6, 20,24 31:1,2,8,10,18 36:16,17 37:1	consultant 12:16	cubic 16:25 17:7,16,19	difference 24:24
combined 17:3	Consulting 3:22		dig 35:11
comment 22:2	contact 6:3 15:3,9 33:17	D	digging 25:10
comments 11:4	contents 3:23		dike 39:23
committee 6:13 22:21 24:1 26:9 33:21	continue 7:24 10:2 34:6,8	date 3:3 4:25 5:22,24 22:14	diminished 31:20
community 7:15 9:9	continues 6:10 7:10,12 10:25	dated 4:3,7,22,23 5:4,8 10:12 14:16 15:15	direct 25:18
companies 6:3 19:4,			direction 8:3 23:6 26:3 31:5

disbursements 12:24 13:6,16 14:14	26:5	EPA 5:3 7:16,24 9:19, 24 10:10,11,14,19 27:23 28:15,20 30:8 33:16 35:5,22 37:19,22	feel 25:12
discharge 26:22,23,25 27:5	dumps 32:15		fees 5:22,24 6:4 19:5, 12
discount 19:20		EPA's 5:5 6:24	Fekete 3:1,8,10,12,14, 17 11:23 12:1,7,12,14, 19 14:21,24 15:13,17, 19,22,24 16:1,3,5 18:9, 12,16,18,20,22,24 20:6, 11,15,24 21:3,7,10,14, 18,20,22,24 22:1 24:8 25:23 26:12,15,17 28:8 29:11 32:2,7,12,21 33:1,5,8,13,17,20 34:1, 15 36:3,12 38:19 39:9, 11,13
Discover 24:22,23	earlier 4:5 8:21 17:9	essentially 16:23 24:16 25:5	Fernando 3:21 15:1 16:13 28:24 33:16 34:3 35:21 38:15 39:14
discuss 7:12	early 6:18,23 7:2 25:23	establish 11:5	final 8:2 28:5
discussed 22:16	earned 13:15,24 14:5	estate 37:15	finalize 8:15
discussion 31:22	easement 4:13 19:6, 11,13,21 20:4 22:4 36:1,8	evening 22:8 26:16,19	finalizing 6:11 7:11
discussions 35:6	easements 5:18 19:2, 8,25	execution 29:10	finally 22:19
dismissed 31:24	east 3:2 6:19 29:18 30:5 32:22	executive 3:17,22	finance 22:21 23:25 26:8
disposal 16:20 17:3,11	effect 20:25 32:8	existing 19:7	financial 4:3 5:19,21 12:21 14:19 36:5 38:7
distributed 4:6	effective 21:5	expectation 28:18	fine 28:23
distributions 22:15	effectively 17:17 18:4	expenses 13:7	finish 27:18
district 3:2 6:2,5 7:16, 24 8:24 9:1,5,24 11:13 16:15,21 17:5,9,25 18:1,6 19:10 28:16,20 32:15 37:9,18 38:8	effort 10:25	expensive 39:5,6	firms 37:17
district's 10:13 11:3	efforts 9:6,7,8	explain 37:21	fish 33:3,10,14 34:9
docket 4:7 5:13 14:16	eliminate 31:9	explore 7:24	flip 28:18
documentation 7:15 39:25	Ellen 3:19 4:24 9:4 11:14,20 19:22 20:7 28:25	expressed 34:10	flooding 27:14
dollars 9:2	emailed 4:5	extend 10:10	floodway 27:11,13
dolphin 10:25	emails 28:11	extending 6:1	flow 30:12 31:19
domestic 6:15	end 10:11 15:2 30:3,25	extent 32:17	flowing 31:3
downstream 36:24	ended 12:24 13:13		flows 31:4
Doyle 16:1 18:20 21:22	ending 4:15	F	FMT 3:21
draft 11:4	engagement 7:16	facilities 26:24	forecasted 6:18 8:13 11:8,10
drafting 10:2	Engineers 4:10 7:4 8:21 9:7 16:8,17 17:2 39:13	facility 16:20 17:4,11	forever 22:16
drawings 6:11 11:4 27:20	entered 16:15 17:7	fact 20:8,16 26:4	frame 11:10 25:19
dredge 32:13,14	entertain 18:13	fairly 33:21	frankly 35:25
dredged 16:18 30:21 31:3,9 32:12	entire 28:14	fall 7:2 18:4	
dredging 6:20,24 7:21 29:25 31:22 32:4 39:19	entirety 22:5	farm 6:8	
Drive 29:13	entities 19:25	favor 12:10	
drops 31:15	entity 20:2,3	FDIC 24:14 25:7	
due 5:24 11:18 15:2	environment 22:5	Fed 22:22 23:3,6 24:3	
		federal 7:19	
		fee 4:9,12,18 5:15,17 8:7,13,16,22 9:13,23 13:1,22,25 14:3 16:9, 16,23 17:14,18,20 18:7 19:1 20:22	

front 12:20 14:15	handed 4:5	income 13:1,16,25	junction 7:8,14,23 26:18 34:12
fuel 35:20	handle 38:15	increase 27:13	junior 28:17
full 17:16	happen 35:14 38:16,18	Indiana 7:22 16:19 25:3,9 30:5	<hr/> K <hr/>
fund 9:14	harbor 7:22 16:19 30:5, 19 31:7,19	Indianapolis 29:15,17, 19 34:22 36:19	Kennedy 30:7 34:11 36:18 38:20
funding 8:8 9:25 37:22	harbors 39:19	industrial 26:24	Kevin 16:1 18:20 21:22
funds 7:19	hard 4:6	information 17:1	kill 36:21
future 30:3	hashing 38:17	inside 25:2	kind 5:6 10:8,13,15 17:10 26:3 27:21 28:23 29:18 31:11,23 34:8
<hr/> G <hr/>	hear 12:18	installation 6:17	<hr/> L <hr/>
gallons 32:16	heavy 38:10	instruments 24:10	laddering 23:24
Gary 32:17,21	held 25:8,17	insurance 11:6	lake 6:19 7:3 10:17 31:6
gave 6:12	helping 22:4	insured 24:14 25:7	Lakes 4:21 6:7 8:8 9:22 26:17
George 6:19 7:3 10:17	Henry 3:8,9 15:18,22, 23 18:16,17 21:18,19 31:16 32:1 33:9 34:3	intake 23:15	land 35:7 38:25
give 6:2 9:24 10:21 11:14,21 16:11	high 9:25 30:22	interest 12:25 13:15,24 14:6 22:11,16 23:11,13	landscape 37:16
good 19:10 20:5 22:8, 24 25:15 26:16,19 28:4 38:15,19 39:11	higher 17:4	interested 11:12 24:11	language 20:21
Grand 4:21 7:8,17,20 8:9 9:15 10:1,21 26:18 27:6 29:16,19 30:1,2 31:19 36:18 37:2,3	hike 22:24,25 24:4	invasive 36:11,14,19 37:24	large 33:2 36:14
grant 19:10,20	historically 23:22	invasives 37:25 38:11	late 7:1 20:9 39:21,22
granting 4:12	hold 23:4,17 26:7 27:21	invoice 5:2	layer 7:7
great 3:20 4:21 6:7 8:8 9:17,22 26:17	hopeful 35:13	involved 25:6	Lead 30:7 34:10,14
Gregory 3:16,20 9:4 11:5,14,20 19:24 20:9 21:4	hoping 8:2 24:3 28:12	issue 31:21 34:16	ledge 39:5
Gregory's 4:24	huge 24:24	issues 27:9 29:3	legacy 4:21 6:7 8:8 9:22 26:17 32:14
grew 17:6	hurdles 38:13	item 13:7 14:25	legal 6:5 11:21
growing 39:7	<hr/> I <hr/>	items 5:10,11,12,14	lending 23:15
guaranteed 24:15	idea 19:10	<hr/> J <hr/>	length 31:25
guess 26:3	imagine 29:15	January 13:7,23	letter 5:3 9:20,24 10:12, 16
<hr/> H <hr/>	impact 9:16 21:6 23:10	Jaylan 3:10 15:24 18:18 21:20	level 24:25 31:6
habitat 34:16	implement 28:5	Jim 10:19	levels 30:22
half 23:22	in-water 36:16	John 3:6,14 15:20 16:5, 14 18:14,24 21:16 22:1	leverage 8:8
hand 25:16	incentive 36:5	joining 5:20	lifting 38:10
	incentivize 36:8	July 5:8	limits 11:6
	include 10:4 20:21 24:18	jump 23:1 26:4	
	included 11:7	jumped 22:19	
	includes 7:20 11:22 13:17		

liquid 23:23	18 12:3,4 22:20,21	native 37:25	original 5:24 9:3
local 24:25 27:17	23:3,5,8 24:1 26:9,11, 20 28:24	natural 37:16	originally 17:24
lock 25:13	meetings 7:12 33:21	nature 38:24 39:1	outstanding 9:9
long-term 38:2	members 12:8	necessitate 32:9	owe 9:1
looked 28:13	memos 4:18	negotiating 8:25	owned 35:3,4
Lopez 3:12,13 12:6 14:23 15:5,11,16 16:3,4 18:22,23 21:8,24,25 26:14 39:12	mention 14:25 28:8	negotiations 9:10 11:13	owner 38:8
lot 29:2,6 30:18 31:7,21 33:14 37:14 38:25 39:2	mentioned 6:22 8:4 10:15 11:19 28:9 39:15	neighborly 9:11	owners 37:11 38:23
low 35:21 38:3,9	Merchant 4:13	neighbors 9:18	owns 38:24
	Michael 33:18,19	news 19:17	<hr/> P <hr/>
<hr/> M <hr/>	middle 7:3	Nguyen 11:17 39:16	pack 38:4
	Mike 11:17	Nguyen's 39:17	package 39:18
made 4:18 13:6	million 7:19 8:23 9:2,14 10:15 23:23 32:16	nice 35:12	packet 3:24 10:16 11:2, 16,20
maintenance 37:7 38:2	minor 28:1	NIPSCO 35:4	paid 18:6
make 11:17 23:18 24:2 26:10	minutes 4:1 5:12 12:4	north 30:20 31:2,8	parcel 19:6,13
making 23:23	mobilization 39:20	notes 12:4	parcels 4:12 5:17 11:12
manage 37:20	modified 28:2	<hr/> O <hr/>	Parsons' 5:6
managed 39:7	money 18:1,2 23:13 30:10	obligation 38:7	part 16:21 17:12 19:14 27:15 32:13 35:4,18
management 3:2 35:10	monitoring 5:7	observation 5:7	partner 9:9 28:16,17
manager 10:19 11:17	monthly 4:4,14,16,18 5:8 9:19 15:2 22:22 23:6 24:1 39:21,23	occurred 31:22	Partners 35:3,6 38:14
manages 34:19	months 10:10 11:9 12:24 13:13 19:4 22:18	occurring 29:25	partnership 9:17
managing 6:23 7:4	mortgage 23:14	October 6:2 8:3	parts 37:7,12
marsh 7:14,23 34:6,17 35:12,13 36:6	motion 12:5,7,14 15:16,17 16:6 21:10,12, 14	oil 35:19 39:25	pass 20:18,19
material 11:8 16:19,24 18:5	move 23:11	ongoing 7:6,10 10:18 11:13 39:24	passed 21:5 36:1
materials 17:6,15	moves 26:10 27:22	operating 13:15,20	past 8:4 15:5 34:6
matter 9:11	moving 14:8 22:18 26:2	operation 37:6	pause 7:6
matters 6:5 11:21	MPDS 26:21,23	opportunity 6:3	pay 17:11,15,23
maturity 24:16	<hr/> N <hr/>	opposition 12:12	payable 14:11 15:14
May/june 11:10		optimistic 35:22	paying 6:4 23:19,20 25:19
mechanism 37:20		option 7:22	payment 17:25
meet 22:22,23 23:5		order 3:1,5 12:15 15:13 16:7 18:25 22:6	PCA 8:6,11,20 9:23
meeting 3:3,25 4:1,2 5:20,25 8:3,13,15 11:3,	national 24:19	orders 4:8	PCB 27:17
		organizations 34:9	PCBS 30:22

people 34:17 39:4	posting 4:1		regional 24:18
people's 39:1	potentially 36:5	Q	register 4:8 15:15
percent 5:23 6:9 23:2, 20 24:23 25:14 35:7	prefer 30:9	quality 33:6	regularly 33:20,21
percentage 19:12	present 8:16 10:20	question 20:6,11,13,15 24:8	reinvest 26:5
perfect 22:9	presentation 6:12	questions 11:23 14:19, 21 18:9 24:6 26:12	related 5:5 9:13
period 37:23 38:9	pretty 22:24 23:1 24:24 28:15 35:22 38:9	quick 16:11 26:19	Relue 9:5 16:10,13 18:10
periodic 7:12	previous 27:8	quickly 14:25	remedial 4:21 7:9 10:22
permit 7:14 11:1 26:22, 24 27:7,11,15,17 28:14, 15,19 29:8	principle 22:3 24:14,15	quorum 3:15	remediation 7:5,18 8:9 9:15 10:1,17,22
permits 26:21 27:19 28:9 29:4	priority 35:21	R	reminder 10:18
phase 6:20 7:18 8:9 9:15 10:1 29:23 30:3,4 34:20,21 39:23	private 37:11 38:7,23	raising 39:23	removed 31:11
phases 34:12	process 17:12 27:8 37:4	Rance 5:4	removing 27:2
pick 15:4	procurement 6:14 11:8	rate 16:25 17:18 22:24, 25 23:4 24:3 25:19	rep 33:16
picked 25:13	project 4:22 5:3 6:7,8, 10,21,24 7:4,5,6,11,17, 25 8:4,10 9:12,16,21 10:1,2,18,19,21,23,24 11:1,17 17:8 27:1,21,22 29:7,9,12 30:14 34:12, 20 35:9,15 36:13 37:7, 22 39:23	rates 22:12,16 23:5,7, 10,11,13,14,16 24:9 25:12,15 26:7	report 3:18 4:3,19,22, 23,25 5:2,6,7 10:9,13 11:16,22 12:2,16 22:7 33:12,24 34:2 39:11,17
picture 38:16	projects 27:8	Ray 3:12 15:5 16:3 18:22 21:24	reported 8:12 33:20
pieces 38:14	properties 20:1 39:2	reaches 7:9 26:18	reporting 10:8
pile 6:8,17,21	property 7:13 19:13 20:4 35:2,11 37:11,13, 17,19 38:8,23	Read 21:8	reports 24:7
pipeline 34:17 35:19	proposal 19:9	ready 3:17 15:4,10 32:20	representing 9:5
place 19:20 20:17,23	proposals 6:16	real 37:15	request 6:16
plan 20:19 27:3,17 32:7	prospectives 9:3	reason 35:23	required 27:19
planning 36:25	provide 5:20 36:4	recall 8:11 19:3	requirement 27:14
plant 26:23 27:4 29:16 36:11 39:20	provided 9:20	receipts 12:23 13:3	requirements 26:1
planted 38:1	public 3:25	received 12:25	resolution 4:11 5:16 9:11 18:25 19:14,19 20:8,17,20,24 21:4,8,11
plants 37:25	publicize 20:7,16	recently 10:11	resolve 34:15
plays 28:3	purchase 4:8	recommence 6:20	resolved 30:10
plenty 35:14	purchased 25:18	recommendation 23:3	resource 37:16
point 8:18 20:5 29:20 32:3 35:1 39:4	pursuing 6:5	recommendations 26:10	response 11:25 12:13 14:22 16:2 18:11,21 21:23 26:13
pointed 26:1	put 16:24 35:12	redeemed 14:2,6	responsible 37:5
position 28:4		referring 19:1	rest 30:4
possibility 6:4		refunded 8:24	restoration 7:23
possibly 34:11			result 8:23 17:22,25
posted 20:20			

retail 24:25	secured 6:13	skin 39:3	structured 34:20
return 15:1 24:15	sediment 6:25 27:2 30:14,17,18,23 31:8,10, 12,17,24 32:19 33:3,9 35:12	slow 33:24	stuck 25:1 26:6
review 5:5 6:13 11:3 19:9 28:20	seeds 36:21,24	small 35:4	stuff 30:12,19,24 31:3, 18 32:20 34:13
reviewing 28:22	seeking 9:10	sort 25:16 28:17 31:9 34:11,18 37:20	submitted 20:2 27:16
revision 4:25	sees 35:16	sounds 3:20 22:9	substantial 9:17
rewarded 24:4	sep 9:12,21 10:6	south 6:8 30:25 31:1,10 35:2	summarize 39:16
rise 23:14	separate 34:19	species 36:11,14,19	summary 11:2 16:11
rising 18:5	September 3:3 4:7,22, 24 5:1,4 6:13 10:11,12 14:16 15:3,15 39:22	specifications 27:20, 23	summer 7:2
risk 25:6	Service 33:4	specs 6:11 11:4,7	superfund 30:8,9
river 4:21 7:8,18,21 8:9 9:15 10:1,22 27:6 29:12 30:10,13 31:4 34:14,22 35:2 36:23 37:12	services 31:17	spectrum 25:20	swamped 35:20
Robinson 3:10,11 15:24,25 18:18,19 21:13,20,21	set 22:23	spend 30:10	switch 28:20 29:8
Rodriguez 3:8,9 15:18, 22,23 18:16,17 21:18, 19 31:16 32:1 33:9 34:3	sets 17:19	Spinar 33:18	switching 29:6
roll 3:5 15:20 18:13 21:15	settlement 7:7	splitting 34:12	<hr/> T <hr/>
room 12:9 29:2 38:17	shallow 30:21	spots 38:5	takes 36:23
route 10:5	share 7:15 8:5 9:14,22 10:6,7	spray 36:17 37:17 38:4, 5	talk 22:11 27:23 33:16
routine 32:13	shared 9:19	sprayed 37:3	talked 22:20 30:16 34:4
Roxanna 34:6 35:13	she'll 5:20	spread 36:22	talking 39:4
rules 19:7 25:1	sheet 6:8,17,21 11:11	spring 29:5	tank 6:8
runs 29:17	short 18:4	staff 9:7,8	tax 15:1
<hr/> S <hr/>	shorter 26:7	start 3:22 39:22	team 6:10 7:11 8:4
sample 33:6	show 30:14	started 8:24 10:9 22:17 35:15 39:20	Tech 7:10 10:20
samples 33:4,10 34:2	side 30:23 31:1,18 32:23,25	starting 5:18	Tech's 4:20
sampling 6:25 33:11, 23 34:1	sides 37:2	starts 6:5	technical 6:12
sanitary 32:15	sign 15:7	state 25:2,3,8 28:12 36:10 37:4,10	temporary 26:22 27:4
schedule 5:2 11:1,18 13:12 14:8 26:8 29:1,2	signature 15:4	stated 26:2	term 11:11
scheduled 6:20,22 7:1	signed 15:5	statement 10:4 12:21, 23	terms 38:10
scope 7:20	significant 33:10	statements 4:14 14:20	Tetra 4:20 7:10 10:20
section 6:19 30:1	significantly 17:4 29:10	status 5:21 11:15 26:20	thing 25:5 32:18 34:21 36:1
	signify 12:10,11	steel 6:14,15 32:18	things 23:19 27:12 28:22 35:16 39:2
	similar 10:4	storm 27:17	threat 31:11,23
	site 30:7,8,9 34:11	Street 5:3 10:24	tied 25:16
		stretch 38:19	time 3:4 8:5 11:10 22:25 25:19 29:4 30:15 32:3 35:15

times 38:3		weather 31:5
tipping 4:9 5:15 8:7,13, 16,22 9:13,23 16:9,16, 22 17:14,18,20 18:7	<hr/> U <hr/>	website 20:20
today 4:5 5:20 10:20	U.S. 24:17 32:18	week 11:3 22:23
today's 3:3,24 4:1,7 5:11 8:14 11:18	Uh-huh 39:10	weeks 5:25 24:5 27:18 28:7
Todd 9:5 16:10 18:12	Ultimately 37:8	Wescott 10:20 26:18, 19 28:11 29:14,23 30:16 31:1,7,14 32:6, 11,19,23 33:2,15,19,22 34:18 36:4,13,25 37:6 38:22 39:10
total 10:14 13:3 14:13, 17	unpaid 6:6	west 7:21 10:17 30:2 32:23,25
totaling 14:16	unused 14:17	wetland 35:1
tracking 24:11	update 5:19,21 10:21 11:14,15,19,21 26:20	whichever 10:5
traditional 5:12	USDS 33:13	wiggle 29:2
transfer 13:2,19,20 14:1	user 4:12,17 5:17,21,24 6:4 13:1,22,25 14:3 19:1,5,11 20:22	Wildlife 33:3,14 34:9
transmit 20:21	USS 30:7 34:10,14	wind 31:5
transmitted 6:10	<hr/> V <hr/>	winter 11:9 35:14
trap 30:15,18,19,23 31:12,25 32:19 33:3	Vanessa 5:19 12:16,17 14:24 15:6	work 5:5 6:11 7:10 10:2,8,13,15,18 27:13, 17 28:12,22 29:5 33:14 36:16
traps 31:10	Vargas 12:16,17,20 14:25 15:7,12	worked 28:6 37:8
Treasuries 25:17	voice 12:8	working 6:16 7:17 8:5 10:9 11:5
treasury 25:18	voided 13:18	worth 8:19
treat 27:3 36:20 39:2	vote 12:8 15:20 16:5 18:13,24 21:15 22:1	writing 33:23,25
treated 32:17	voucher 15:15	written 11:19
treating 39:22	<hr/> W <hr/>	<hr/> Y <hr/>
treatment 26:23 27:4 29:16 39:20	wait 8:18 30:9	yard 16:25 17:7,16,19
Trevino 3:19,21 11:24 15:5,9 16:10 19:2,3 20:5,13,19 21:2 39:15	waiting 24:5 27:21 28:2	year 8:21 13:13 14:4 15:8 17:10 19:17 20:25 21:6 22:14 24:24 33:4 38:3
trouble 3:16	waiver 19:1,8,11,15,18, 19 20:22	years 8:17 17:3 25:14, 15 30:17 37:23,24 38:12
true 31:14	waivers 4:12 5:17	yesterday 15:1
trust 4:19 13:2,18 22:6, 13	wall 6:8,17,21	
turn 12:22 13:11 20:14 36:9	warranty 37:23 38:2,9	
turned 17:2	wastewater 26:23	
two-phase 34:21	water 27:3,4,17 29:16 33:7 39:20,22	
typically 37:23	waterway 3:2 22:5	
	ways 31:4 39:3	