

*****MINUTES*****

***Kankakee River Basin and Yellow River Basin
Development Commission***

**Friday, March 22, 2024
1:00 p.m. CDT/2:00 p.m. EDT**

**Newton County Government Center
4117 South County Road 250 West
Morocco, IN 47963**

FOR MEMBERS PARTICIPATING ELECTRONICALLY

Join meeting from computer, tablet, or smartphone at

<https://global.gotomeeting.com/join/319606517>

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Bill Emerson, Vice Chair, called the meeting to order at 1:00 p.m. CST, and the Pledge of Allegiance was recited.

Bill Crase, Secretary, called the roll.

ROLL CALL OF MEMBERS

Members present physically: Rob Churchill, Bill Crase, Craig Cultice, Bill Emerson, Dick Welsh, John Shure (IL)

Members present via videoconference: Mike Novotney, Ryan Mueller, James Walstra, Andrew Wheeler (IL)

Members excused: John McNamara

Staff present: Scott Pelath, Executive Director

Guests Present Physically and via Videoconference

| | | | |
|-------------------|-------------------|----------------|--------------------|
| Al Cameron | Allan Cameron III | Grant Poole | Paul Brayton |
| Curt Ralston | Blaine Howell | Hodge Patel | Jim Sweeney |
| Julie Morris | Jen Birchfield | Kevin Breitzke | Korbin Collins |
| Rob Sabie | Ross St. Clair | Siavash Beik | Trent Bennett |
| Erik Sprenne | Ian Hahus | Gary Konecny | Rhonda Red Feather |
| Stephanie Kuziela | Chris Knochel | Christine Keil | Dave Eichelberger |
| Tony Hendricks | Bri Styck | | |

Mr. Crase reported the presence of a quorum.

APPROVAL OF MINUTES FROM JANUARY 26 MEETING

Craig Cultice moved that the Commission approve the January 26, 2024, minutes. Dick Welsh seconded the motion.

Churchill – Y
Crase – Y
Cultice – Y
Emerson – Y
Mueller – Y
Novotney -- Y
Walstra – Y
Welsh – Y

MOTION ADOPTED.

FINANCE REPORT AND CLAIMS

Mr. Pelath discussed the account balances and recent claims. A written finance report and recent claims were distributed as part of his formal Executive Director's report [ATTACHMENT 1].

Mr. Crase moved the Commission approved the finance report and claims in the amount of 204,331.60. Mr. Welsh second the motion.

Churchill – Y
Crase – Y
Cultice – Y
Emerson – Y
Mueller – Y
Novotney -- Y
Walstra – Y
Welsh – Y

MOTION ADOPTED.

OLD BUSINESS

Jasper County bank stabilization

Dave Eichelberger of Burke Engineering briefed the Commission on the status of project permitting.

Kankakee FWA hydraulic study

Ian Hahus of Burke Engineering updated the Commission on the status of the hydraulic study. Mr. Pelath noted that there are now enough data and tentative conclusions to present to the DNR.

Abandoned Norfolk Southern bridge at Schneider

Mr. Pelath reported that the Commission has a signed right-of-entry agreement with Norfolk Southern that grants it until October 31 to remove the logjam-prone bridge section. To avoid any accounting difficulties, the railroad simply asked that the removed materials be placed on their property.

Logjam management report

Mr. Pelath recounted the recent logjam management efforts reflected in his written report.

Sediment traps

Mr. Pelath said that Derflinger and Son is partially done with the Yellow River sediment trap but is slowed due to mechanical difficulties. He also said he submitted an SEA 368 request for a Yellow River trap near 200 East in Starke County.

Property access adjacent to River's Edge Farm

Mr. Pelath presented the Attorney General's office revised a draft of a general license [ATTACHMENT 2] that would allow access to the landlocked property adjacent to the River's Edge Farm. An assigned subcommittee reviewed it, and Mr. Pelath sent it to a neighbor, Jim Deardorff, for review.

To conclude the matter, Mr. Pelath asked for Commission approval to execute the document along with any technical changes upon approval of the parties.

Mr. Emerson moved that the Commission approve the document for signature. Mr. Crase seconded the motion.

Churchill – Y

Crane – Y

Cultice – Y

Emerson – Y

Mueller – Y

Novotney -- Y

Walstra – Y

Welsh – Y

MOTION ADOPTED

Newton County bank reconstruction design

Mr. Pelath stated his staunch support for improving the bank adjacent to the Norfolk Southern bridge downstream from I-65. He said accumulated logjams at the bridge have a detrimental effect on drainage for the entire watershed, and that the capacity to remove heavy debris during a flood event would be of significant value. He added that he was finalizing details with Abonmarche to begin working on design and permitting.

Barge acquisition considerations

Due to several new concerns, Mr. Pelath said he was slowing any movements for the Commission to purchase its own barges. Mr. Crase expressed his agreement.

NEW BUSINESS

Yellow River Reconstruction Phase III bid selections

The Commission reviewed the construction bids and Ross St' Clair's engineering assessment [ATTACHMENT 3] for Phase III of the Yellow River bank reconstruction. The Stanger Group in Goshen was judged to be the lowest, most responsible and responsive bidder.

Mr. Cultice moved that the Commission accept the engineer's assessment and award the construction contract to The Stanger Group. Mr. Crase seconded the motion.

Churchill – Y
Crase – Y
Cultice – Y
Emerson – Y
Mueller – Y
Novotney -- Y
Walstra – Y
Welsh – Y

MOTION ADOPTED

State Line Bridge relocation planning

Mr. Pelath reported that with the aid of the regional planning commission, the Lake County Park Department is acquiring engineering services for the transportation and reconstruction of the State Line Bridge at a Lake County public park. To promote coordination, Mr. Pelath recommended that the Commission contract separately with the Park Department's selected

consultant for removal and storage of the bridge. He said the desired scope of services would include recommendation for how to remove the bridge, help with permitting, preparation of bid documents, bid management, and deconstruction oversight.

Mr. Crase moved that the Commission approve Mr. Pelath's recommendation regarding engineering services for State Line Bridge removal. Mr. Welsh seconded the motion.

Churchill – Y
Crase – Y
Cultice – Y
Emerson – Y
Mueller – Y
Novotney -- Y
Walstra – Y
Welsh – Y

MOTION ADOPTED

Summer internship opportunities

Mr. Pelath requested permission to employ the Commission's first intern during the summer of 2024. He said he had met with an impending Valparaiso University graduate who expressed a strong and earnest interest in learning from the Commission. Bri Styck from the Newton County SWCD shared benchmark figures pertaining to usual and customary intern compensation. Mr. Pelath said the LaPorte County SWCD had also discussed partnering to provide internship opportunities.

Mr. Crase moved that the Commission approve up to \$5000 to fund the retention of a summer intern to be managed by Mr. Pelath. Mr. Emerson seconded the motion.

Churchill – Y
Crase – Y
Cultice – Y
Emerson – Y
Mueller – Y
Novotney -- Y
Walstra – Y
Welsh – Y

MOTION ADOPTED

Niespodziany Ditch study

According to Mr. Pelath, St. Joseph County officials requested assistance with funding a hydraulic model and study of the Niespodziany Ditch. The ditch runs through a major impending economic development (which includes Amazon) between New Carlisle and its confluence with

the Kankakee River. Mr. Pelath requested that the Commission's technical services budget be augmented by an additional \$50,000 so it can assist in the matter.

Mr. Welsh stated that the development was of major significance to the region, and that it was important for the Commission to play a role in the planning stages.

Mr. Welsh moved that the Commission add \$50,000 to its technical services line item to support a study of the Niespodziany Ditch. Mr. Crase seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Mueller – Y

Novotney -- Y

Walstra – Y

Welsh – Y

MOTION ADOPTED

Boat/kayak launches though Porter and Jasper County

Representatives of the Indiana Paddlers Association and the Porter County tourism bureau presented the need for additional public boat/kayak launches between Dunn's Bridge and Grand Kankakee Marsh County Park. They referred to a document [ATTACHMENT 4] showing the current distance between boat launches compared to standard recommendations from recreational planners.

Mr. Crase moved that the Commission refer the topic to its Technical Advisory Committee for full consideration and further recommendations. Mr. Cultice seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Mueller – Y

Novotney -- Y

Walstra – Y

Welsh – Y

MOTION ADOPTED

Other project updates

None

OTHER BUSINESS

None

EXECUTIVE DIRECTOR'S REPORT

Mr. Pelath made a formal PowerPoint presentation to the Commission [ATTACHMENT 5].

PUBLIC COMMENT

Andy Wheeler reported on Illinois' laudable efforts to open and improve the Kankakee River channel on their side of the border.


NEXT MEETING

To be determined.

ADJOURNMENT

The Commission adjourned at 2:17 a.m. CDT.

APPROVED JUNE 28, 2024

DocuSigned by:

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Secretary

9/30/2024

ATTACHMENT 1**EXECUTIVE DIRECTOR'S REPORT**

To: KRB-YRBDC Members

From: Scott D. Pelath, Executive Director

Date: March 20, 2024

Let us keep our chair, John McNamara, in our prayers following the loss of his wife, Nancy, and a brief hospital stay earlier this month. I think we all agree that we have benefited immensely from his leadership.

Finance Report

Balances. We currently have a dedicated fund balance of \$1,498,439.10 and a general fund balance of \$584,256.60. Due to favorable weather conditions and demands for work, we are paying contractors from the assessment account earlier than is typical.

Revenue. In the past month, we received our quarterly administrative distribution from the state, rent payment on the River's Edge Farm, and a gauge reimbursement check from NIPSCO. Any significant assessment revenue distributions will not arrive until May.

Audit. We currently are undergoing our first standard State Board of Accounts audit since 2018. Stephanie and I have been responding to questions and providing documentation as requested. Given the audit period covers part of the old commission and the transition into the new one – including a change in accountants and accounting systems -- I expect at least some comments or directed corrections for the five-year period.

Recent claims. The list on the following page shows claims for river work and administrative expenses requiring either advance or retroactive approval by the Commission:

| Bill Date | Vendor | Description | Amount | Funding Source | Check # |
|------------|--------------------------------------|--|--------------|----------------|---------|
| 1/18/2024 | Christopher B Burke Engineering, LLC | Inv 32501 Hydraulics Study | \$ 6,504.00 | Special | ACH |
| 1/18/2024 | Stantec Consulting Services Inc | Inv 2139511 Yellow River Phase III Design | \$ 25,468.00 | Special | ACH |
| 1/18/2024 | Christopher B Burke Engineering, LLC | Inv 32502 Jasper Augmentation | \$ 3,821.52 | Special | ACH |
| 01/22/2024 | BASIC | Insurance | 226.41 | General | ACH |
| 1/24/2024 | Stantec Consulting Services Inc | J19Z500501 - KYRBDC: Yellow River Phase II Stream Design | \$ 3,656.85 | Special | ACH |
| 01/30/2024 | Hill Excavating | Invoice 415 from Hill Excavating | \$ 8,000.00 | Special | ACH |
| 01/30/2024 | Delta III INC | Delta work December 12- January 5 Inv 12248 | \$ 37,200.00 | Special | ACH |
| 01/31/2024 | Scott D. Pelath | Pay Period: 01/16/2024-01/31/2024 | \$ 4,320.06 | General | ACH |
| 01/31/2024 | IRS | Tax Payment for Period: 01/01/2023-12/31/2023 | \$ 42.00 | General | ACH |
| 02/01/2024 | Hill Excavating | Inv 395 Logjam removal | \$ 12,000.00 | Special | ACH |
| 02/01/2024 | INPRS | INPRS | \$ 347.14 | General | ACH |
| 02/02/2024 | Scott Pelath | Administrative Mileage 12/23/23-1/26/24 | \$ 89.25 | General | ACH |
| 02/02/2024 | Scott Pelath | Operational Mileage 12/23/23-1/26/24 | \$ 410.64 | Special | ACH |
| 02/06/2024 | Delta Dental | DENTAL | \$ 110.42 | General | ACH |
| 02/07/2024 | IRS | Tax Payment for Period: 01/31/2024-02/02/2024 | \$ 1,478.19 | General | ACH |

| | | | | | |
|------------|--------------------------------------|---|---------------|---------|-----|
| 02/09/2024 | Duneland Accounting, LLC | Monthly Accounting- Feb 2024 | \$ 875.00 | General | ACH |
| 2/13/2024 | AMEX | USPS, ADOBE, MTG EXP CHRISTOS | \$ 122.67 | General | ACH |
| 02/15/2024 | Dirt Works Excavating | Log Jam 2/15/24 | \$ 3,500.00 | Special | ACH |
| 02/15/2024 | Scott D. Pelath | Pay Period: 02/01/2024-02/15/2024 | \$ 4,217.15 | General | ACH |
| 02/16/2024 | IN Department of Revenue | Tax Payment for Period: 01/01/2024-01/31/2024 | \$ 503.87 | General | ACH |
| 02/16/2024 | Ambetter from MHS | HEALTH INS | \$ 1,960.36 | General | ACH |
| 02/19/2024 | Christopher B Burke Engineering, LLC | Burke January Invoice Inv 32857 - Jasper County FEMA Augmentation Jan 1-Jan 27 | \$ 2,393.75 | Special | ACH |
| 02/19/2024 | Christopher B Burke Engineering, LLC | Burke January Invoice Inv 32856 - K3 FWA Hydraulic Study | \$ 4,968.00 | Special | ACH |
| 02/22/2024 | IRS | Tax Payment for Period: 02/14/2024-02/16/2024 | \$ 1,417.12 | General | ACH |
| 02/23/2024 | INPRS | INPRS | \$ 337.32 | General | ACH |
| 02/26/2024 | Dirt Works Excavating | yellow river dike repair Inv 2011 | \$ 4,500.00 | Special | ACH |
| 02/29/2024 | Scott D. Pelath | Pay Period: 02/16/2024-02/29/2024 | \$ 4,217.15 | General | ACH |
| 03/04/2024 | Hill Excavating | Hill Invoice 431 logjams and leaners Lomax Station | \$ 12,000.00 | Special | ACH |
| 03/06/2024 | Scott Pelath | Administrative Mileage 1/27/24-2/26/24 | \$ 448.05 | General | ACH |
| 03/06/2024 | Scott Pelath | Operational Mileage 1/27/24-2/26/24 | \$ 482.64 | Special | ACH |
| 03/06/2024 | Duneland Accounting, LLC | Monthly Accounting- Mar 2024 | \$ 875.00 | General | ACH |
| 03/06/2024 | IRS | Tax Payment for Period: 02/28/2024-03/01/2024 | \$ 1,417.12 | General | ACH |
| 03/06/2024 | Delta Dental | DENTAL | \$ 110.42 | General | ACH |
| 03/07/2024 | Kevin Misch Excavating | Invoice# 101990 Excavating on 1/27, 1/28 Sumava Rail Road Trussell Schneider IN | \$ 4,927.00 | Special | TBD |
| 03/07/2024 | Kevin Misch Excavating | Invoice# 101982 Excavating on 1/20-1/22 State Line Bridge | \$ 5,264.00 | Special | TBD |
| 03/07/2024 | Kevin Misch Excavating | Invoice# 101999 Excavating on 1/20-1/22 State Line Bridge | \$ 6,345.00 | Special | TBD |
| 03/07/2024 | Kevin Misch Excavating | Invoice# 101997 Excavating on 2/11, 2/29, 3/6 250 W in Porter Co, 400 W in Jasper | \$ 7,342.50 | Special | TBD |
| 03/12/2024 | Delta III INC | Inv 12294 Isaak Walton Lake County 3 days work started 2/22, finished 3/11 | \$ 17,400.00 | Special | ACH |
| 03/12/2024 | INPRS | INPRS | \$ 337.32 | General | ACH |
| 3/13/2024 | AMEX | ADOBE, MEETING EXP | \$ 221.52 | General | ACH |
| 03/15/2024 | Scott D. Pelath | Pay Period: 03/01/2024-03/15/2024 | \$ 4,217.16 | General | ACH |
| 03/18/2024 | Ambetter from MHS | HEALTH INS | \$ 1,960.36 | General | ACH |
| 03/20/2024 | Scott Pelath | Administrative Mileage 2/27-3/19/24 | \$ 282.70 | General | TBD |
| 03/20/2024 | Scott Pelath | Operational Mileage 2/27-3/19/24 | \$ 371.55 | Special | TBD |
| 03/20/2024 | IN Department of Revenue | Tax Payment for Period: 02/01/2024-02/29/2024 | \$ 498.48 | General | ACH |
| 03/20/2024 | IRS | Tax Payment for Period: 03/13/2024-03/15/2024 | \$ 1,417.10 | General | ACH |
| 3/20/2024 | SWCA, Inc | Invoice 190114 2024 Phase 3 Yellow River Bid & Construction support | \$ 5,726.81 | Special | TBD |
| | | | \$ 204,331.60 | | |

Yellow River Project, Phase III

On March 15 in Knox, we opened sealed bids for Yellow River Project, Phase III, construction in Marshall and Starke Counties. We received two competitive proposals. Our engineer has assessed both and issued a selection recommendation to the Commission.

Jasper County FEMA Project Augmentation

The public comment period has ended, but we have not yet received the comments from the Corps of Engineers. I understand that we have received remarks from EPA. Once we have the documentation from the Corps, we will respond promptly in partnership with our technical consultants.

We also have received input from IDEM, but we will address their suggestions along with the comments forthcoming from the Corps.

Logjam Management

Since the ice broke up at the end of January, we have worked aggressively to clean-up the channel and restore the flow of water at points:

- 1) Misch Excavating removed a massive, ice-induced logjam from the State Line Bridge.
- 2) Delta III re-cleared access and removed logs between the Norfolk Southern Bridge by I-65 and the Dehaan Ditch.
- 3) Because they already were in the immediate vicinity, Delta III cleaned out complete blockage at the railroad bridge.
- 4) Dirt Works is contracted to clean-up new logjams at the Kankakee FWA.
- 5) Misch Excavating is contracted to remove fallen trees and severe leaners between the Cook and Reeves Ditches in Porter County.
- 6) Hill Excavating did several days of logjam management work in the vicinity of Lomax Landing and removed logs and various upstream county bridges.

Kankakee FWA Hydrological Study

We now have enough data and tentative conclusions to present to the DNR. There will not be any surprises to those who have observed the FWA for years. Limiting diversions of Yellow River water to the Kankakee would be helpful not only to our mission but for DNR's waterfowl habitat.

State Line Bridge

With the aid of the regional planning commission, the Lake County Park Department is acquiring engineering services for the transportation and reconstruction of the State Line Bridge at a Lake County public park. This is a welcome initiative.

It still will be our task to remove the bridge and stage it where the park department could take possession. I am going to suggest that we have a separate contract with Lake County's selected consultant. Specifically, we will want a recommendation for how to remove the bridge, help with permitting, preparation of bid documents, bid management, and deconstruction oversight. I think engagement with the same consultant is the best way to ensure the bridge's smooth transition to its new home.

Old Railroad Bridge by US 41

We have a signed right-of-entry agreement with Norfolk Southern that grants us until October 31 to remove the logjam-prone section bridge. The only change from our original proposal is that materials will not have to be taken to the landfill. To avoid any burdensome accounting, the railroad simply asked that we place the removed materials on their property.

U.S. Braun's office will want to do a media event at the site at some point soon. His staff and railroad officials have been of immense help.

Yellow River emergent islands

I intend to ask the Technical Advisory Committee to recommend which emergent Yellow River island to remove in pilot project.

USGS Monitoring of Yellow River Work

USGS has started the first stages of sediment monitoring of our Yellow River projects. As part of that work, our USGS gauge at Plymouth now measure temperature and turbidity as of February 27.

Sediment Traps

Derflinger and Son is approximately half-done with the Yellow River sediment trap. Next, he moves on to a Kankakee trap upstream of the Little Kankakee confluence.

Under the signature of Tony Hendricks, our Technical Advisory chair, I have submitted an SEA 368 request for a Yellow River trap near 200 East in Starke County. The Technical Committee recommended the location in early 2023. DNR is currently scheduling an on-site early coordination meeting, and DNR has already been working to schedule the on-site review.

Newton County bank reconstruction

Abonmarche officials and I visited the proposed project site in Newton County along with the property owners. The area merits a detailed review to refine the scope.

The Norfolk Southern bridge downstream of I-65 forms the southern boundary of the property. All other goals notwithstanding, if the project would simply provide safe access and a stable platform to remove debris from the bridge (which forms the southern property line) during a flood, it would form a key, strategic investment.

Formal Flood Response Plan

The planning process has been set back. While considering whether the Commission should declare its own emergencies, the Indiana Department of Homeland Security interpreted that under their reading of current law, the Commission is ineligible for reimbursement from the state's Disaster Relief Fund. This merits resolution or clarification, and I already have been in touch with State Rep. Pressel about finding an administrative solution or legislative correction.

Property Access at River's Edge Farm

The Attorney General's office revised a draft of a general license that would allow access to the landlocked property next to ours. The subcommittee assigned to the issues has reviewed it, and I have sent it to our neighbor, Jim Deardorff, for review and reaction.

As always, should you have any questions or suggestions, please email me at sdpelath@gmail.com or (219) 861-7999. To maintain focus and brevity during our meeting in Newton County, I welcome any issues I can resolve in advance.

ATTACHMENT 2

LICENSE AND AGREEMENT

This License and Agreement (“License”) is made and entered into as of this _____ day of _____, 2024 (“Effective Date”), by and between the Kankakee River Basin and Yellow River Basin Development Commission (“Commission”), a public body corporate and politic established under IC 14-13-9-6, and Ed and Jim Deardorff (“Licensees”). Commission and Licensees sometimes hereinafter referred to collectively as the “Parties” or individually as a “Party.”

Whereas, Ed Deardorff is the owner of a certain parcel of land, (the “Parcel”) located at _____, Porter County, Indiana, and more particularly described in the attached **Exhibit A**, which is fully incorporated herein; and

Whereas, Licensees desire access to the Parcel by means of land owned by the Commission, (the “Access Property”) described in the attached **Exhibit B**, which is fully incorporated herein; and

Whereas, the Commission wishes to permit such access to Licensees;

NOW, THEREFORE, in consideration of the covenants and other consideration hereinafter set forth, the Parties agree as follows:

1. GRANT OF LICENSE. Commission grants to Licensees a License to use the Access Property for the sole purpose of accessing the Parcel. This License shall be personal to Licensees, and non-transferable, except to Licensees’ heirs as defined in I.C. 29-1-1-3.

Licensees’ rights hereunder shall constitute a mere license and shall not be construed as a grant, sale, transfer, lease, or other disposition of any interest in the Access Property. Licensees’ exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership, and possession of the Access Property. This License is strictly limited to the use of the Access Property for the activities described herein, and Licensees has no rights to the use of the Access Property except as previously described in this License.

2. TERM. The initial term of this License shall begin upon this License being fully executed by the Parties, and shall run indefinitely.

3. CONSIDERATION. There is no fee for this License.

4. RESTRICTIONS ON USE. Licensees shall take reasonable care to not commit or permit waste or damage or injury or permit any illegal activity on the Access Property. No activity is allowed on the Access Property except for direct ingress and egress to and from the Parcel for Licensees and their guests. Nothing in this License shall be construed to place or construct any structure on the Access Property.

5. NO ASSIGNMENT OR SUBLEASE. Licensees shall not transfer or assign this License, except that they may transfer this License to their heirs, as defined in I.C. 29-1-1-3. The Commission shall be notified in writing of any transfer of this License to Licensees' heirs.

6. ASSUMPTION OF RISK. Licensees acknowledge and agree that they will be using the Access Property at their own risk. Licensees acknowledge and agree that the Commission makes no warranty or representation, either express or implied, regarding the condition or suitability of the Access Property for use under the License. Licensees agree that it is impracticable and impossible for the Commission to list and/or physically show Licensees every potential hazard on the Access Property. Licensees acknowledge and agree that there may be hazards (known and unknown, hidden and observable) that may be dangerous and cause injury and/or death. The Commission shall have no obligation to ensure safety on the Access Property or maintain or repair the Access Property or any improvements situated thereon and have no liability whatsoever for any injury, damage, or claim resulting from Licensees' failure to ensure safe conditions or maintain or repair the Access Property or any improvements. Licensees assume all such risks and hazards in connection with the use of the Access Property and all improvements situated thereon as his own responsibility, without liability or recourse against the Commission or the Commission's officers, directors, employees, agents, and assigns.

7. RELEASE AND INDEMNIFICATION. To the fullest extent permitted by law, Licensees, for themselves and their heirs and successors and assigns, release and hold harmless the Commission, its officers, directors, employees, agents, and assigns from and against any and all claims, losses, damages, demands, suits, actions, payments, judgments, costs and expenses, arising out of, resulting from, or alleged to arise out of or result in any way from Licensees' use of or presence on the Access Property, whether permitted or not under this License.

8. CHOICE OF LAW. This License is being executed and is intended to be performed in the State of Indiana, and it shall be governed in all respects by the laws of that state.

9. WAIVER. No delay or omission of a Party in the exercise of any right accruing upon the default by the other Party shall impair any such right or be construed to be a waiver thereof. A waiver on one occasion by a Party of a breach or a default of any of the terms and conditions of this License by the other Party shall not be construed to be a waiver of subsequent breaches or defaults or of any other provisions hereof.

10. NOTICE. Any notice provided for or concerning this License, unless specified otherwise herein, shall be in writing and sent by certified or registered mail, to the respective mailing address of each Party as set forth on the signature page below. Either Party, by written notice to the other, may change its address to which notices are to be sent.

11. TERMINATION. This License may be terminated, in whole or in part, by either party whenever, for any reason, the party determines that such termination is in its best interest. Termination shall be effected by delivery to the non-terminating party of a Termination Notice at least thirty (30) days prior to the termination effective date.

12. TRANSFER. Should Ed Deardorff transfer legal title of the Parcel to Jim Deardorff during the duration of this License, this License shall be automatically terminated as to Ed Deardorff and his heirs, and shall remain solely between the Commission and Jim Deardorff and his heirs.

13. NON-EXCLUSIVE USE. The Parties understand that this License is non-exclusive. The Commission may enter into similar license agreements with other parties, and the Commission retains the right to use the Access Property for all lawful purposes.

14. SEVERABILITY. If any provision of this License shall be held invalid, inoperative, or unenforceable, the remainder of this License shall not be affected thereby; the remainder of this License shall be given effect as if such invalid or inoperative portion had not been included.

15. PUBLIC RECORD. The Parties acknowledge that the Commission will not treat this License as containing confidential information and the Commission will post this License on the transparency portal as required by Executive Order 05-07 and IC 5-14-3.5-2. Use by the public of the information contained in this License shall not be considered an act of the Commission.

16. DISPUTES. Should any disputes arise with respect to this License, the Licensees and Commission agree to act immediately to resolve such disputes. The Licensees agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their responsibilities under this License that are not affected by the dispute. If the parties are unable to resolve a dispute between them after good faith attempts to do so, either party may terminate this License as outlined in Paragraph 11 of this License Agreement.

17. FUNDING CANCELLATION. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this License, this License shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned are the Licensees, or that the undersigned are the properly authorized representatives, agents, members or officers of the Licensees. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Licensees, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this License other than that which appears upon the face thereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the License, the Licensees attest to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this License. The Parties, having read and understood the foregoing terms of this License, do by their respective signatures dated below agree to the terms thereof.

KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT COMMISSION

Date: _____

Mailing Address for Notice:
Email Address and Phone Number:

ED DEARDORFF

The undersigned acknowledges that he has read this entire License and has had sufficient opportunity to review this License with an attorney and by signature hereby agrees.

Date: _____

Mailing Address for Notice:
Email Address and Phone Number:

JIM DEARDORFF

The undersigned acknowledges that he has read this entire License and has had sufficient opportunity to review this License with an attorney and by signature hereby agrees.

Date: _____

Mailing Address for Notice:

Email Address and Phone Number:

DRAFT

EXHIBIT A
“THE PARCEL”

DRAFT

EXHIBIT B
“THE COMMISSION PROPERTY”

DRAFT

ATTACHMENT 3



Scott Pelath <sdpelath@gmail.com>

Yellow River Phase III Bid Tabulation & Recommendation

Ross St. Clair <Ross.StClair@swca.com>

Mon, Mar 18, 2024 at 10:04 AM

To: "Scott Pelath (sdpelath@gmail.com)" <sdpelath@gmail.com>

Cc: Bill Crase <bill_crase@live.com>, Craig Cultice <craigc@co.marshall.in.us>, Jenna Meert <Jenna.Meert@swca.com>

Good morning Scott,

Attached please find the bid tabulation summary for the Yellow River Phase III projects for SR 23 and 12th Road. We had two qualified bids for each project with the Stanger Group and Wildlands Construction LLC both submitting. Both firms have been deemed qualified based on their past experience. The Stanger Group was low bid for each project and so it is my recommendation to award them for both the SR23 and 12th Road projects. If you have any questions, please don't hesitate to contact me.

SR 23 Bid Summary

Engineer's Estimate: \$1,404,124.80

The Stanger Group: \$1,221,313.80

Wildlands Construction, LLC: \$1,814,625.22

SR 23 Bid Summary

Engineer's Estimate: \$507,804.00

The Stanger Group: \$431,055.00

Wildlands Construction, LLC: \$793,900.00

Ross St.Clair, P.E.*

Senior Restoration Engineer

SWCA Environmental Consultants

18853 US-12, Suite 2, New Buffalo, MI 49117

C 260.579.0337

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*Licensed in IL, IN, MI, OH, PA, NC, SC



Yellow River Ph III_SR23 & 12th Rd_ Bid Tabulation_20240318.pdf

90K

Yellow River Phase III - Bid Qualification Summary
Prepared By: Ross St.Clair, PE

| Required Document | Stanger Group 15504 County Road 42 Goshen, IN 46528 | Wildlands Construction LLC 900 Old Winston Rd, Suite 108 Kernersville, NC 27284 |
|--|---|---|
| | | |
| Itemized Bid on the furnished Bid Form | Y | Y |
| Contractor's Bid for Public Work (Form 96) | Y | Y |
| Financial Statement | Y | Y |
| Bid Security | Y | Y |
| Confirmation of Receipt of all Addendum | Y | Y |

Yellow River Phase III - SR 23 Bid Tabulation
Prepared By: Ross St.Clair, PE

| SR23 BASE BID | | | | Engineer's Option of Costs | | The Stanger Group | | Wildlands Construction LLC | |
|-----------------|----------|------|---|----------------------------|-----------------|-------------------|-----------------|----------------------------|-----------------|
| LINE ITEM No. | Quantity | Unit | Description | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | 1 | LS | MOBILIZATION AND DEMOBILIZATION | \$66,000.00 | \$ 66,000.00 | \$ 68,000.00 | \$ 68,000.00 | \$ 83,200.00 | \$ 83,200.00 |
| 2 | 1 | LS | CLEARING, GRUBBING & OBSTRUCTION REMOVAL (includes trees <10" DBH) | \$62,400.00 | \$ 62,400.00 | \$ 72,000.00 | \$ 72,000.00 | \$ 51,200.00 | \$ 51,200.00 |
| 3 | 1 | LS | TEMPORARY EROSION & SEDIMENT CONTROL | \$24,000.00 | \$ 24,000.00 | \$ 28,000.00 | \$ 28,000.00 | \$ 25,600.00 | \$ 25,600.00 |
| 4 | 148 | EACH | TREE AND STUMP REMOVAL (10-17" DBH) | \$360.00 | \$ 53,280.00 | \$ 280.00 | \$ 41,440.00 | \$ 384.00 | \$ 56,832.00 |
| 5 | 43 | EACH | TREE AND STUMP REMOVAL (18"+ DBH) | \$420.00 | \$ 18,060.00 | \$ 340.00 | \$ 14,620.00 | \$ 448.00 | \$ 19,264.00 |
| 6 | 1 | LS | EARTHWORK | \$132,000.00 | \$ 132,000.00 | \$ 184,000.00 | \$ 184,000.00 | \$ 396,480.00 | \$ 396,480.00 |
| 7 | 4.6 | ACRE | PERMANENT SEEDING | \$4,200.00 | \$ 19,320.00 | \$ 3,200.00 | \$ 14,720.00 | \$ 3,181.76 | \$ 14,636.10 |
| 8 | 350 | EACH | TREE AND SHRUB PLANTING | \$16.80 | \$ 5,880.00 | \$ 14.50 | \$ 5,075.00 | \$ 10.56 | \$ 3,696.00 |
| 9 | 10,100 | SYS | COIR MATTING (700 gram coir) | \$12.00 | \$ 121,200.00 | \$ 9.10 | \$ 91,910.00 | \$ 9.15 | \$ 92,415.00 |
| 10 | 11,952 | SYS | EROSION CONTROL BLANKET (NAG SC150 BN or equivalent) | \$5.40 | \$ 64,540.80 | \$ 4.15 | \$ 49,600.80 | \$ 4.16 | \$ 49,720.32 |
| 11 | 10,100 | SYS | STRAW BLANKET (S75BN or equivalent) | \$4.20 | \$ 42,420.00 | \$ 2.90 | \$ 29,290.00 | \$ 4.93 | \$ 49,793.00 |
| 12 | 0.5 | ACRE | HYDRAULICALLY APPLIED MULCH | \$18,000.00 | \$ 9,000.00 | \$ 18,500.00 | \$ 9,250.00 | \$ 16,640.00 | \$ 8,320.00 |
| 13 | 1964 | TN | INDOT REVETMENT RIPRAP | \$138.00 | \$ 271,032.00 | \$ 111.00 | \$ 218,004.00 | \$ 173.12 | \$ 340,007.68 |
| 14 | 1964 | TN | INDOT CLASS I RIPRAP | \$168.00 | \$ 329,952.00 | \$ 131.00 | \$ 257,284.00 | \$ 214.08 | \$ 420,453.12 |
| 15 | 480 | TN | LIMESTONE ARMOR STONE | \$168.00 | \$ 80,640.00 | \$ 144.00 | \$ 69,120.00 | \$ 217.60 | \$ 104,448.00 |
| 16 | 300 | CY | CLEAN AGGREGATE FILL | \$60.00 | \$ 18,000.00 | \$ 15.00 | \$ 4,500.00 | \$ 51.20 | \$ 15,360.00 |
| 17 | 1000 | CY | MINED BEDSTONE | \$30.00 | \$ 30,000.00 | \$ 27.00 | \$ 27,000.00 | \$ 64.00 | \$ 64,000.00 |
| 18 | 1 | LS | BONDING & INSURANCE | \$56,400.00 | \$ 56,400.00 | \$ 37,500.00 | \$ 37,500.00 | \$ 19,200.00 | \$ 19,200.00 |
| TOTAL BASE BID: | | | | \$ 1,404,124.80 | \$ 1,404,124.80 | \$ 1,221,313.80 | \$ 1,221,313.80 | \$ 1,814,625.22 | \$ 1,814,625.22 |

Yellow River Phase III - 12th Rd. Bid Tabulation
Prepared By: Ross St.Clair, PE

| 12th RD BASE BID | | | | Engineer's Option of Costs | | The Stanger Group | | Wildlands Construction LLC | |
|------------------|----------|------|--|----------------------------|---------------|-------------------|---------------|----------------------------|---------------|
| LINE ITEM No. | Quantity | Unit | Description | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | 1 | LS | MOBILIZATION AND DEMOBILIZATION | \$26,400.00 \$ | 26,400.00 \$ | 31,720.00 \$ | 31,720.00 \$ | 50,800.00 \$ | 50,800.00 \$ |
| 2 | 1 | LS | CLEARING, GRUBBING & OBSTRUCTION REMOVAL (includes trees <10" DBH) | \$21,600.00 \$ | 21,600.00 \$ | 28,500.00 \$ | 28,500.00 \$ | 35,972.75 \$ | 35,972.75 \$ |
| 3 | 1 | LS | TEMPORARY EROSION & SEDIMENT CONTROL | \$7,200.00 \$ | 7,200.00 \$ | 8,500.00 \$ | 8,500.00 \$ | 24,542.75 \$ | 24,542.75 \$ |
| 4 | 30 | EACH | TREE AND STUMP REMOVAL (10-17" DBH) | \$360.00 \$ | 10,800.00 \$ | 280.00 \$ | 8,400.00 \$ | 381.00 \$ | 11,430.00 \$ |
| 5 | 27 | EACH | TREE AND STUMP REMOVAL (18"+ DBH) | \$420.00 \$ | 11,340.00 \$ | 340.00 \$ | 9,180.00 \$ | 444.50 \$ | 12,001.50 \$ |
| 6 | 1 | LS | EARTHWORK | \$60,000.00 \$ | 60,000.00 \$ | 65,000.00 \$ | 65,000.00 \$ | 218,599.07 \$ | 218,599.07 \$ |
| 7 | 1.3 | ACRE | PERMANENT SEEDING | \$4,200.00 \$ | 5,460.00 \$ | 3,200.00 \$ | 4,160.00 \$ | 2,359.33 \$ | 3,067.13 \$ |
| 8 | 80 | EACH | TREE AND SHRUB PLANTING | \$16.80 \$ | 1,344.00 \$ | 14.50 \$ | 1,160.00 \$ | 10.48 \$ | 838.40 \$ |
| 9 | 1,600 | SYS | COIR MATTING (700 gram coir) | \$12.00 \$ | 19,200.00 \$ | 9.10 \$ | 14,560.00 \$ | 9.40 \$ | 15,040.00 \$ |
| 10 | 2,300 | SYS | EROSION CONTROL BLANKET (NAG SC150 BN or equivalent) | \$5.40 \$ | 12,420.00 \$ | 4.15 \$ | 9,545.00 \$ | 4.64 \$ | 10,672.00 \$ |
| 11 | 1,600 | SYS | STRAW BLANKET (S75BN or equivalent) | \$4.20 \$ | 6,720.00 \$ | 2.90 \$ | 4,640.00 \$ | 4.89 \$ | 7,824.00 \$ |
| 12 | 0.3 | ACRE | HYDRAULICALLY APPLIED MULCH | \$18,000.00 \$ | 5,400.00 \$ | 18,500.00 \$ | 5,550.00 \$ | 16,510.00 \$ | 4,953.00 \$ |
| 13 | 820 | TN | INDOT REVETMENT RIPRAP | \$138.00 \$ | 113,160.00 \$ | 111.00 \$ | 91,020.00 \$ | 193.36 \$ | 158,555.20 \$ |
| 14 | 820 | TN | INDOT CLASS I RIPRAP | \$168.00 \$ | 137,760.00 \$ | 131.00 \$ | 107,420.00 \$ | 209.96 \$ | 172,167.20 \$ |
| 15 | 500 | CY | CLEAN AGGREGATE FILL | \$60.00 \$ | 30,000.00 \$ | 15.00 \$ | 7,500.00 \$ | 50.80 \$ | 25,400.00 \$ |
| 16 | 500 | CY | MINED BEDSTONE | \$30.00 \$ | 15,000.00 \$ | 27.00 \$ | 13,500.00 \$ | 63.50 \$ | 31,750.00 \$ |
| 17 | 1 | LS | BONDING & INSURANCE | \$24,000.00 \$ | 24,000.00 \$ | 20,700.00 \$ | 20,700.00 \$ | 10,287.00 \$ | 10,287.00 \$ |
| | | | | | | | | | |
| TOTAL BASE BID: | | | | \$ | 507,804.00 | \$ | 431,055.00 | \$ | 793,900.00 |

Kankakee River National Water Trail – Proposal for Additional Access Site

The Kankakee River National Water Trail was designated as such by the National Park Service in on 6/14/2016 and extends 133 miles in Indiana (75 miles) and Illinois (58 miles).

<https://www.nps.gov/subjects/nationaltrailssystem/national-water-trails-system.htm>

Information about the Indiana section of the water trail is available at

<https://nwipa.org/kankakee-river-national-water-trail>

Table 1 – Upstream to Downstream List of Kankakee River Water Trails Access sites in Indiana.

| Access Site | GPS Coordinates | Distance from previous Access (miles) | Total Distance (miles) |
|---|------------------------|--|-------------------------------|
| Jasinski Landing | 41.606116, -86.414264 | ----- | 0 |
| Kingsbury State Fish & Wildlife Area | 41.490257, -86.581599 | 12.4 | 12.4 |
| Route 35 - Kankakee Meanderlands | 41.449076, -86.624294 | 3.8 | 16.2 |
| Route 8 - Kankakee Fish & Wildlife Area | 41.317480, -86.745912 | 11.7 | 27.9 |
| Yellow River - Kankakee Fish & Wildlife | 41.271183, -86.825596 | 5.4 | 33.3 |
| Dunn's Bridge | 41.220115, -86.968861 | 8.6 | 41.9 |
| Grand Kankakee Marsh | 41.219614, -87.273945 | 18.8 | 60.7 |
| Shelby Boat Ramp | 41.183212, -87.340455 | 4.4 | 65.1 |
| White Oak Bayou - LaSalle Fish & Wildlife | 41.170205, -87.458168 | 6.8 | 71.9 |
| Black Oak Bayou - LaSalle Fish & Wildlife | 41.168360, -87.496839 | 2.0 | 73.9 |
| State Line - LaSalle Fish & Wildlife | 41.167001, -87.526272 | 1.6 | 75.5 |

Table 1 above shows the Indiana access sites for the Kankakee River, and distances between sites.

Recreational planners recommend that water trail access sites should be no further than 10 miles apart on water trails, and most of the reaches between access sites on the Kankakee River are less than or not much further than 10 miles apart – except for the 18.8 mile reach between Dunn's Bridge and the Grand Kankakee Marsh access sites.


Table 2 – Road Bridges between Dunn's Bridge and Grand Kankakee Marsh

| Road | Lat/Lon Coordinates | Miles from Dunn's |
|-------------------|----------------------------|--------------------------|
| Rt 49 | 41.254106, -87.033499 | 4.2 |
| Baums Bridge/125W | 41.273110, -87.073185 | 6.6 |
| S250W/N400W | 41.285145, -87.119504 | 9.2 |
| S625W/700W | 41.267577, -87.185045 | 12.9 |
| Rt 231 | 41.259647, -87.198978 | 13.8 |
| Grand K3 Marsh | 41.219614, -87.273945 | 18.8 |

Table 2 shows the bridge crossings between Dunn's Bridge and the Grand Kankakee Marsh. The S250W/N400W bridge not only is located at the halfway distance between the two access sites, but it also seems capable of supporting a small parking area on public land. Having a carry-in (for only human powered paddlecraft) access site here would help provide evenly spaced access sites that comply with water trail planning guidelines.

ATTACHMENT 5

COMMISSION
UPDATE




March 22, 2024

KANKAKEE RIVER BASIN AND
YELLOW RIVER BASIN
DEVELOPMENT COMMISSION

Scott D. Pelath, Executive Director





MISSION

*The Kankakee River Basin
and Yellow River Basin
Development Commission
advances Northwest Indiana's
safety, economic prosperity,
and quality of its natural
resources.*

| FORTY-YEAR WORK PLAN | |
|--|--|
| Active Management Recommendation | 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 |
| Yellow River Upstream Improvements | |
| Kankakee Bank Stabilization Improvements | |
| Zone-Specific Access and Logjam Management | |
| Large Wood Removal along Yellow River at Kankakee Fish and Wildlife Area | |
| Selective and Temporary Berm Maintenance | |
| Strategic Berm Removal & Setback Berm Construction | |
| Yellow River Downstream Improvements | |
| Bridge Removal / Replacement | |
| Storage Areas to Offset Increased Runoff | |
| Update Stormwater Ord. and Tech. Standards | |
| Education, Outreach, and Implementation | |
| Phragmites Management | |
| Develop Flood Response and Resilience Plans | |
| Remove Infrastructure from Berm-Reliant Areas | |

2024 YELLOW RIVER PROJECTS



UP NEXT IN STARKE COUNTY – SR 23



UP NEXT IN STARKE COUNTY – SR 23



MANAGED FLOODWATER STORAGE
JANUARY FLOOD CONDITIONS

AUKIKI WETLAND CONSERVATION AREA



AUKIKI PHOTOS (Nov. 2023)



AUKIKI PHOTOS (Jan. 2024)



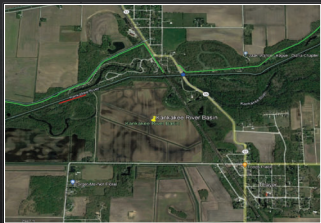
AUKIKI PHOTOS (Nov. 2023)



AUKIKI PHOTOS (Jan. 2024)



THAYER FARM, NEWTON COUNTY



SPILLWAY SEPTEMBER 2022



11' AT SHELBY – JANUARY 26, 2023



THAYER FARM – JANUARY 29, 2024



THAYER FARM – JANUARY 29, 2024



THAYER FARM – JANUARY 29, 2024



LOGJAM REMOVAL LESSONS

NORFOLK SOUTHERN BRIDGE

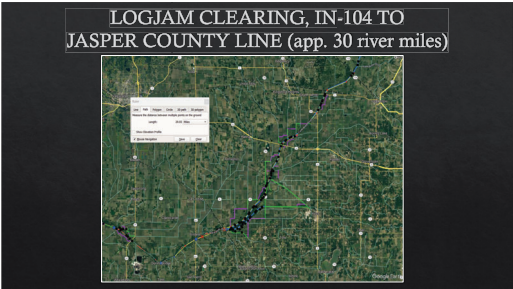
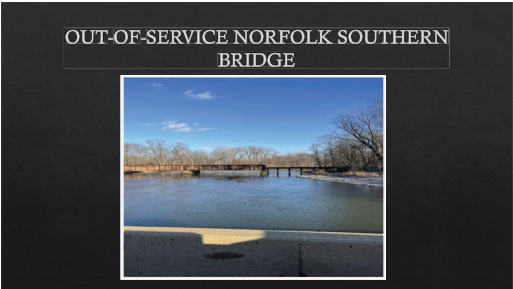
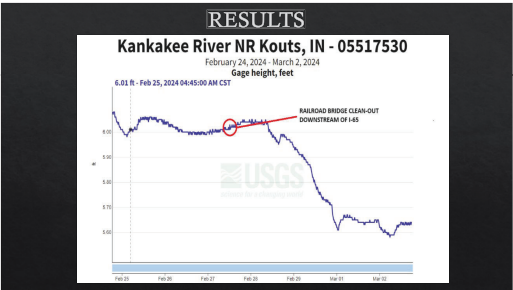


ICE FLOW AFTERMATH, LAKE COUNTY (Feb. 2024)

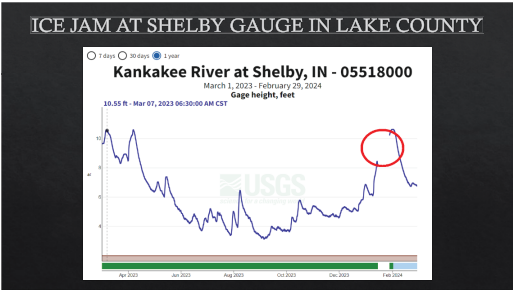


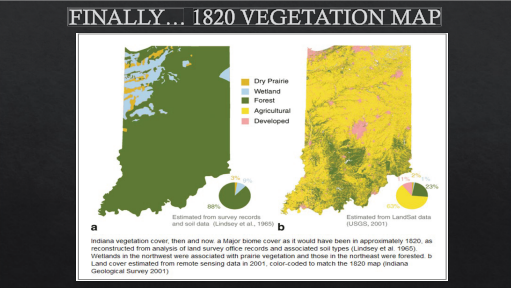
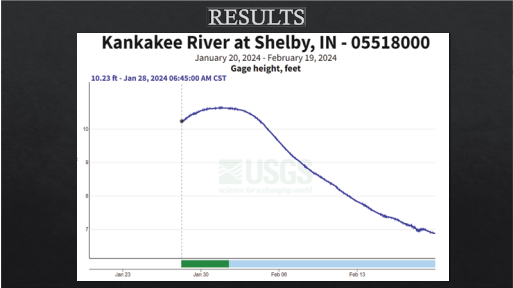
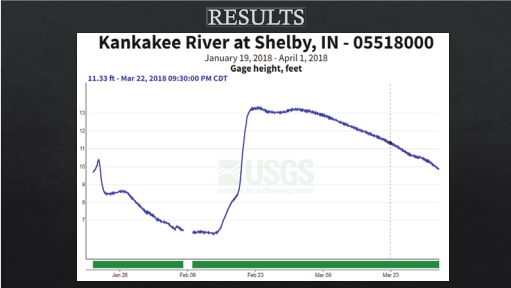
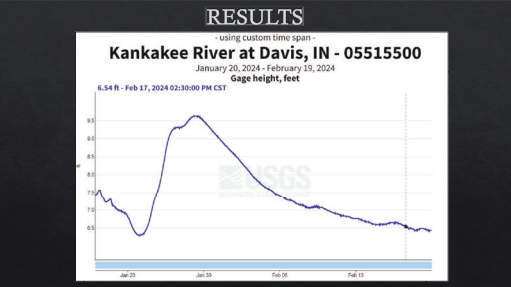
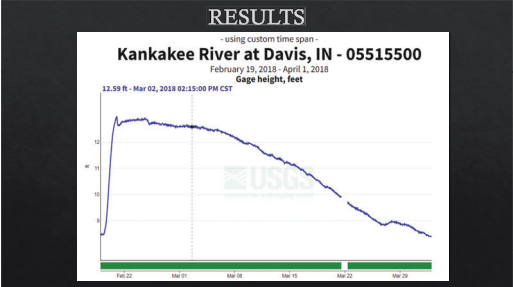
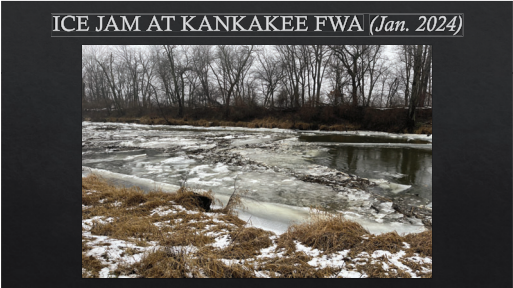
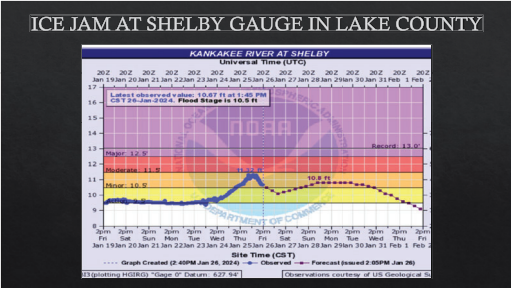
ICE JAM CLEAN-UP, LAKE COUNTY (Feb. 2024)





A WORD ABOUT ICE JAMS...





QUESTIONS?

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