

**\*\*\*MINUTES\*\*\***

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

**Friday, September 27, 2024  
10:00 a.m. CDT/11:00 a.m. EDT**

**Porter County Commissioners' Chamber  
155 Indiana Avenue, Suite 205  
Valparaiso, IN 46383**

***FOR THOSE PARTICIPATING ELECTRONICALLY***

Microsoft Teams link: <https://teams.live.com/meet/9384210325953?p=fjEyr2ord64WV8DIQL>

John McNamara, Chair, called the meeting to order at 10:00 a.m. CDT, and the Pledge of Allegiance was recited.

Craig Cultice, Secretary, called the roll.

**ROLL CALL OF MEMBERS**

*Members present physically:* Bill Crase, Craig Cultice, Bill Emerson, Chelsey Gordon, John McNamara, James Walstra, Dick Welsh, John Shure (IL), Andrew Wheeler (IL)

*Members present via videoconference:* Ryan Mueller

*Approved proxies present:* Matt Walsh for Rob Churchill

*Staff present:* Scott Pelath, Executive Director

**APPROVAL OF MINUTES FROM JUNE 28, 2024, MEETING**

*Bill Emerson moved that the Commission approve the March 22, 2024, minutes. Mr. Cultice seconded the motion.*

Crise – Y  
Cultice – Y  
Emerson – Y  
Gordon – Y  
McNamara - Y  
Mueller – Y  
Walsh for Churchill - Y

Walstra – Y

Welsh – Y

MOTION ADOPTED.

## FINANCE REPORT AND CLAIMS

Mr. Pelath presented the account balances, recent claims, and his recommendation to reallocate funds in the following manner within the CY2024 budget:

- 1) Move \$28,512.70 remaining from the Kankakee FWA *Study* to Kankakee FWA *Design*.
- 2) Add \$14,876.27 for SBOA service reimbursement.
- 3) Reallocate \$250,000 to Channel Maintenance.
- 4) Add \$40,000 to Miscellaneous Technical Services.

Mr. Pelath further recommended that Items #2-4 be paid for by eliminating the \$100,000 item for barge acquisition; using \$7,700 in savings from the bridge removal; repurposing \$75,000 in hydroseeding dollars; employing \$25,000 in spraying savings; \$15,000 overbudget in bank reconstruction design; \$50,000 overbudget in Yellow River; and 7) transferring the remaining \$32,176.27 from the planned surplus.

Mr. Pelath also explained the bill the Commission received for its recent SBOA compliance review. He stated that SBOA just raised their rates, they reviewed five years' worth of transactions for two separate accounts, and the \$19,876.27 invoice was substantially more than was budgeted.

Mr. Pelath recommended that since the review was for both accounts, the Commission should pay the invoice with approximately prorated shares from the two accounts. He suggested the Commission pay the entire budgeted amount of \$5000 from the general fund and the remaining \$14,876.27 from the dedicated fund.

A written finance report and recent claims were distributed as part of his formal Executive Director's report [ATTACHMENT 1].

*Bill Crase moved the Commission approved the finance report, approve claims in the amount of \$897,439.08, and approve the budget reductions, reallocations, and payments recommended by Mr. Pelath in his written report. Mr. Walstra seconded the motion.*

Cruse – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara - Y

Mueller – Y

Walsh for Churchill - Y

Walstra – Y

Welsh – Y

MOTION ADOPTED.

Mr. Pelath reported that the appraisal of River's Edge Farm in Porter County would be completed prior to the next meeting.

The Commission recognized the presence of its accountant, Stephanie Kuziela of Duneland Account. Mr. Pelath lauded her skills and contributions and recommended that the Commission exercise the provision in her contract [ATTACHMENT 2] to extend the agreement for another twelve months.

*Mr. Crase moved that the Commission exercise its option to extend Duneland Accounting's contract for an additional year. Mr. Cultice seconded the motion.*

Cruse – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara - Y

Mueller – Y

Walsh for Churchill - Y

Walstra – Y

Welsh – Y

MOTION ADOPTED.

## **OLD BUSINESS**

### **Jasper County bank stabilization**

Mr. Pelath reported that a Corps of Engineers permit is expected in October. He also said that Jasper County is moving forward with soliciting project bids.

### **Kankakee FWA water control structures**

Mr. Pelath said following substantive discussion with DNR, it is time to initiate detailed project design. Mr. Pelath recommended the chair sign a contract amendment with Burke Engineering to commence redesign of specific water control structures. He said no additional funds were necessary to begin the work.

### **Newton County bank reconstruction**

Mr. Pelath noted the presence of Matt Keiser from Abonmarche and said he would present more information in his formal presentation.

### **State Line Bridge relocation planning**

Mr. Pelath said Butler, Fairman, and Seufert is continuing the removal planning.

### **Yellow River Bank Reconstruction, Phase III**

Mr. Pelath reported that the phase section at 12<sup>th</sup> Road in Marshall County is now complete, and work has moved to the vicinity of State Road 23 in Starke County.

### **Abandoned Norfolk Southern bridge at Schneider**

With the help of U.S. Sen. Braun's office and Norfolk Southern, Misch Excavating removed the section of bridge that has given rise to so many logjams.

### **Emergent Yellow River islands**

An SEA 368 early regulatory coordination meeting at the proposed island removal pilot in Starke County. The Corps of Engineers needs to further assess its authority in the matter, but all parties weighed options for how best to proceed with eliminating the flood hazard. Envisioning the project a streambank reconstruction effort is a viable possibility.

### **Logjam management**

Mr. Pelath reported major logjam removals at bridges and various sections of the Kankakee and Yellow Rivers. He added that storms in July downed a considerable number of trees necessitating removal.

## **NEW BUSINESS**

### **Addition of a river height parameter to the Brems gauge**

Mr. Pelath asked the Commission to approve an amendment to its gauge contract with USGS [ATTACHMENT 3]. For only \$1900 a quarter, the Commission can add the gauge height parameter to its sediment monitor at Brems. He said the data will guide the DNR property staff in its flood protocols.

*Mr. Emerson moved that the Commission approve the amendment to its contract with USGS to add at gauge height parameter at Brems. Chelsey Gordon seconded the motion.*



Cruse – Y  
Cultice – Y  
Emerson – Y  
Gordon – Y  
McNamara - Y  
Mueller – Y  
Walsh for Churchill - Y  
Walstra – Y  
Welsh – Y

MOTION ADOPTED.

### **Yellow River Reconstruction, Phase IV design**

Mr. Pelath asked for approval of a proposed contract with Ross St. Clair and SWCA to design Phase IV of Yellow River Bank Reconstruction [ATTACHMENT 4].

*Mr. Cruse moved that the Commission approved the contract with SWCA for Phase IV design. Dick Welsh seconded the motion.*

Cruse – Y  
Cultice – Y  
Emerson – Y  
Gordon – Y  
McNamara - Y  
Mueller – Y  
Walsh for Churchill - Y  
Walstra – Y  
Welsh – Y

MOTION ADOPTED.

### **OTHER BUSINESS**

None

### **EXECUTIVE DIRECTOR'S REPORT**

Mr. Pelath presented the Commission's recent work in a slide show [ATTACHMENT 5]. He also showed the Outstanding Floodplain Project Award that the Commission received in September from the Indiana Association for Floodplain and Stormwater Management.

Mr. Welsh noted how the work of the Commission has improved matters immensely and visibly since major flood conditions of the past.

## **PUBLIC COMMENT**

None

## **NEXT MEETING**

To be determined. However, Mr. Pelath said he hoped to meet before the end of the year, begin a new practice of adopting the following year' budget in December, and forgo a January meeting.

## **ADJOURNMENT**

The Commission adjourned at 12:58 p.m. CDT.

## **APPROVED DECEMBER 6, 2024**

Signed by:  
  
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Secretary

12/9/2024

**EXECUTIVE DIRECTOR'S REPORT**

To: KRB-YRBDC Members  
From: Scott D. Pelath, Executive Director  
Date: September 25, 2024

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Although we have persevered through this year's weather events so far, we can easily forget that we have reached flood stage three times in 2024. First, we had rain on top of heavy lake snow in February. Next, it poured for about a week in early April before we fully recovered from February. Finally, we got a full summer's worth of rain during the first two weeks of July.

These weather events have driven up our expected channel maintenance costs. Whenever the water comes up, we will invariably have bridges to clear and downed trees to remove. Although we remain in a sound financial position overall, our original budget allocations for channel maintenance and logjam removal require augmentation for the remainder of the year. Fortunately, we are in a position to be able to reorder priorities.

**Finance Report**

**Balances.** As of September 23, the Commission has a dedicated fund balance of \$2,435,967.45 and a general fund balance of \$612,107.57.

**Revenue.** All counties are current on their revenue payments. Since the last meeting, we received another state administrative support payment, a NIPSCO gauge reimbursement, and a farm rent payment from Kevin Misch.

**State Board of Accounts (SBOA).** We received our bill for SBOA's recent compliance review. They just raised their rates, they reviewed five years' worth of transactions for two separate accounts, and the \$19,876.27 invoice was substantially more than I budgeted.

Since the review was for both accounts, I recommend that we pay the invoice with approximately prorated shares from the two accounts. I suggest we pay the entire budgeted amount of \$5000 from the general fund and the remaining \$14,876.27 from the dedicated fund.

**Budget modifications.** For the reasons state at the beginning of this report, I recommend the following changes to our dedicated fund budget:

- 1) Move \$28,512.70 remaining from the Kankakee FWA *Study* to Kankakee FWA *Design*
- 2) Add \$14,876.27 for SBOA service reimbursement
- 3) Reallocate \$250,000 to Channel Maintenance
- 4) Add \$40,000 to Miscellaneous Technical Services.

Items #2-4 would be paid for by eliminating the \$100,000 item for barge acquisition; using \$7,700 in savings from the bridge removal; repurposing \$75,000 in hydroseeding dollars; employing \$25,000 in spraying savings; \$15,000 overbudget in bank reconstruction design; \$50,000 overbudget in Yellow River; and 7) transferring the remaining \$32,176.27 from the planned surplus.

I hope it is evident that I build flexibility into the budget so we can make these types of mid-year changes in response to variable conditions. We have to be able to pivot in reaction to weather events and random physical conditions.

**Accounting contract.** Time flies. After nearly two years, Stephanie's account contract is due for renewal at the end of November. I strongly recommend that we exercise our contractual option to extend the agreement for another year. I think everyone has heard my praise of Stephanie's highly capable assistance and sound judgment.

**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:

PO Number	Bill Date	Vendor	Description	Amount	Funding Source	Check #
172-24	6/27/2024	Stantec	Yellow River Phase III Design	\$ 1,765.75	Special Assessment	ACH
264-24	6/28/2024	INPRS	INPRS	\$ 337.32	General	ACH
257-24	6/30/2024	Scott Pelath	Payroll 6/15/24-6/30/24	\$ 4,217.15	General	ACH
265-24	7/2/2024	Mint City Tree Service	Inv 2212 Yellow River Upstream from 7B Road	\$ 3,461.25	Special Assessment	ACH
177-24	07/03/2024	Mint City Tree Service	Invoice 2213 River Clearing 6/14-6/15	\$ 7,931.25	Special Assessment	ACH
178-24	07/03/2024	Mint City Tree Service	Invoice 2214 River Clearing 6/21 & 6/22	\$ 5,361.00	Special Assessment	ACH
179-24	07/06/2024	Kevin Misch Excavating	Invoice 663617 Vibratory Dbl Drum Roller	\$ 1,100.00	Special Assessment	ACH
180-24	07/08/2024	Delta Dental	Delta Dental	\$ 110.42	General	ACH
181-24	07/08/2024	IRS	Tax Payment for Period: 06/29/2024-06/30/2024	\$ 1,417.12	General	ACH
182-24	07/08/2024	Mint City Tree Service	Tax Payment for Period: 06/29/2024-06/30/2024	\$ 6,984.38	Special Assessment	ACH
183-24	07/08/2024	Mint City Tree Service	Invoice 2228 Yellow River Clearing 6/28	\$ 2,300.00	Special Assessment	ACH
184-24	07/08/2024	Mint City Tree Service	Invoice 2229 Yellow River Clearing 7/4 & 7/5	\$ 4,160.38	Special Assessment	ACH
185-24	07/09/2024	U.S. Geological Survey	Invoice 91174769 KRBDRDC Invoices - Supergages	\$ 32,925.00	Special Assessment	ACH
186-24	07/09/2024	U.S. Geological Survey	Invoice 91174931 KRBDRDC Invoices - Supergages and	\$ 7,500.00	Special Assessment	ACH
187-24	07/10/2024	Delta III INC	Invoice 12426 Bridge Clearing Shelby 7/2 & 7/3	\$ 12,960.00	Special Assessment	ACH
188-24	07/10/2024	Hill Excavating	Invoice 475 Logjam Removal 7/9 & 7/11	\$ 4,000.00	Special Assessment	ACH
189-24	07/11/2024	INPRS	INPRS	\$ 337.32	General	ACH
190-24	07/12/2024	Butler, Fairman & Seufert, Inc	Invoice 104946 Bridge No. 36 Removal & storage plans Sta	\$ 13,690.00	Special Assessment	ACH
191-24	07/12/2024	The Stanger Group, Inc.	Invoice TSG2406 APP 3 Yellow River Ph III App 3	\$ 192,106.71	Special Assessment	ACH
192-24	07/15/2024	Mint City Tree Service	Invoice 2238 7/9 Yellow River Logjam removal	\$ 3,184.88	Special Assessment	ACH
193-24	7/15/2024	American Express	CVS, IT, USPS, FAMILY EXPRESS, ADOBE, ROUND TR	\$ 156.41	General	ACH
258-24	7/15/2024	Scott Pelath	Payroll 7/1/24-7/15/24	\$ 4,217.15	General	ACH
194-24	07/16/2024	Abonmarche Consultants, Inc	Invoice 153008 Professional Services through 6/30/24	\$ 13,728.75	Special Assessment	ACH
195-24	07/16/2024	Ambetter from MHS	Invoice Health Ins	\$ 1,960.36	General	ACH
196-24	07/16/2024	Hill Excavating	Invoice 477 Logjam removal 7/10	\$ 2,000.00	Special Assessment	ACH
197-24	07/16/2024	Kevin Misch Excavating	Invoice 663616 Sumava Rail Road Bridge	\$ 7,055.00	Special Assessment	ACH
198-24	07/18/2024	IN Department of Revenue	Invoice Tax Payment for Period: 06/01/2024-06/30/2024	\$ 498.48	General	ACH
199-24	07/19/2024	IRS	Tax Payment for Period: 07/13/2024-07/16/2024	\$ 1,417.12	General	ACH
200-24	07/22/2024	Dirt Works Excavating	Inv 2039 Log jam removal Yellow River	\$ 3,500.00	Special Assessment	ACH
267-24	7/22/2024	Jasper County	Jasper County MOU	\$ 47,500.00	Special Assessment	2102
201-24	07/23/2024	Kevin Misch Excavating	Invoice 663615 Clay Street -Jasper Cty	\$ 5,237.50	Special Assessment	ACH
173-24	7/24/2024	Scott Pelath	Administrative Mileage 6/22-7/23/24	\$ 125.17	General	ACH
174-24	7/24/2024	Scott Pelath	Operational Mileage 6/22-7/23/24	\$ 665.12	Special Assessment	ACH
202-24	07/25/2024	INPRS	INPRS	\$ 337.32	General	ACH
203-24	07/25/2024	Kevin Misch Excavating	Invoice 663618 250 W in Porter County & 400 W in Jasper	\$ 7,296.00	Special Assessment	ACH
204-24	07/26/2024	Duneland Accounting, LLC	Invoice 1304	\$ 875.00	General	ACH
259-24	7/30/2024	Scott Pelath	Payroll 7/16-7/31/24	\$ 4,217.15	General	ACH
205-24	08/01/2024	Mint City Tree Service	Invoice 2268 Upsas Rd to SR 17	\$ 4,910.38	Special Assessment	ACH
206-24	08/05/2024	Christopher B Burke Engineering, LLC	Invoice 34801 Professional Svcs 6/30/24-7/27/24	\$ 3,605.19	Special Assessment	ACH
207-24	08/05/2024	Dirt Works Excavating	Invoice 2045 Logjam Removal Kankakee 1800 S & 300 N I	\$ 3,850.00	Special Assessment	ACH

208-24	08/06/2024	Delta Dental	Delta Dental	\$ 110.42	General	ACH
209-24	08/06/2024	Duneland Accounting, LLC	Invoice 1311 Reimb for Receipt Book	\$ 172.45	General	1698
210-24	08/07/2024	IRS	Tax Payment for Period: 07/31/2024-08/02/2024	\$ 1,417.12	General	ACH
211-24	08/12/2024	Hill Excavating	Invoice 487 Invoice tree work in 10 Mile Road	\$ 27,000.00	Special Assessment	ACH
212-24	08/13/2024	Langfeldt Excavating, LLC	Invoice 5930 Logjam removal in Plymouth	\$ 3,907.50	Special Assessment	ACH
213-24	08/13/2024	Mint City Tree Service	Invoice 2286 River Clearing 8/10	\$ 6,378.50	Special Assessment	ACH
214-24	08/13/2024	Mint City Tree Service	Invoice 2287 River Clearing 8/2 & 8/3	\$ 5,382.26	Special Assessment	ACH
215-24	8/13/2024	American Express	Microsoft, adobe, Christos, Viking Chili bowl	\$ 177.52	General	ACH
260-24	8/14/2024	Scott Pelath	Payroll 8/1/24-8/15/2024	\$ 4,217.15	General	ACH
216-24	08/15/2024	Abonmarche Consultants, Inc	Invoice 153612 Kankakee River Basin - General Service A	\$ 1,177.50	Special Assessment	ACH
217-24	08/15/2024	Butler, Fairman & Seufert, Inc	Invoice 105281 BRIDGE NO. 36 REMOVAL AND STORA	\$ 6,090.00	Special Assessment	ACH
218-24	08/15/2024	Duneland Accounting, LLC	Invoice 1317	\$ 875.00	General	ACH
219-24	08/16/2024	Ambetter from MHS	Invoice Health Ins	\$ 1,960.36	General	ACH
220-24	08/19/2024	INPRS	INPRS	\$ 337.32	General	ACH
221-24	08/19/2024	Scott Pelath	Membership renewal for ASFPM	\$ 50.00	General	1700
222-24	08/20/2024	Hill Excavating	Invoice 492 8/22/24 Logjam removal train bridge English L	\$ 2,500.00	Special Assessment	ACH
223-24	08/20/2024	IN Department of Revenue	Invoice Tax Payment for Period: 07/01/2024-07/31/2024	\$ 498.48	General	ACH
224-24	08/20/2024	SWCA, INC	Invoice 201204 Yellow River Phase III Construction Obser	\$ 4,765.69	Special Assessment	ACH
225-24	08/21/2024	Delta III INC	Invoice 12479 Aug 10-13 Work Norfolk Southern Bridge	\$ 18,760.00	Special Assessment	ACH
226-24	08/21/2024	Delta III INC	Invoice 12480 Work Aug 14-16	\$ 18,760.00	Special Assessment	ACH
227-24	08/21/2024	IRS	Tax Payment for Period: 08/14/2024-08/16/2024	\$ 1,417.10	General	ACH
228-24	08/22/2024	The Stanger Group, Inc.	Invoice TSG2406 PAY APP 4 TSG Pay App 04 - Yellow R	\$ 84,096.00	Special Assessment	ACH
229-24	08/22/2024	The Stanger Group, Inc.	Invoice TSG2301 APP 4 RETAINAGE Yellow River Ph II C	\$ 18,730.26	Special Assessment	ACH
230-24	08/23/2024	Liberty Mutual	Insurance	\$ 450.00	Special Assessment	ACH
231-24	08/25/2024	Hill Excavating	Invoice 495 Invoice 495 from Hill Excavating	\$ 9,000.00	Special Assessment	ACH
175-24	8/26/2024	Scott Pelath	Operational Mileage 7/23/24-8/25/24	\$ 528.97	Special Assessment	ACH
176-24	8/26/2024	Scott Pelath	Administrative Mileage 7/23/24-8/25/24	\$ 70.62	General	ACH
232-24	08/26/2024	Kevin Misch Excavating	Invoice 663642 Sumava Resorts Old Rail Trussell	\$ 42,300.00	Special Assessment	ACH
233-24	08/26/2024	Kevin Misch Excavating	Invoice 663643 2406 W 1165 N SUMAVA	\$ 2,716.00	Special Assessment	ACH
234-24	08/26/2024	Kevin Misch Excavating	Invoice 663644 METAL BRIDGE ROAD SUMAVA	\$ 2,271.50	Special Assessment	ACH
235-24	08/26/2024	LaPorte County Soil and Water Conservation District	Invoice 082624-1 2024 River Days	\$ 15,000.00	General	ACH
236-24	08/28/2024	Indiana Association of Floodplain and Stormwater Man	Invoice 5303 Conference Fee	\$ 325.00	General	1699
237-24	08/28/2024	INPRS	INPRS	\$ 337.32	General	ACH
261-24	8/29/2024	Scott Pelath	Payroll 8/16/24-8/29/2021	\$ 4,217.15	General	ACH
238-24	09/05/2024	Mint City Tree Service	Invoice 2315 Upas Road to SR 17 tree & debris removal	\$ 4,358.25	Special Assessment	ACH
239-24	09/06/2024	Delta Dental	Delta Dental	\$ 110.42	General	ACH
240-24	09/06/2024	IRS	Tax Payment for Period: 08/31/2024-09/03/2024	\$ 1,417.12	General	ACH
241-24	09/09/2024	Christopher B Burke Engineering, LLC	Invoice 35156 Professional svcs 7/28/24-8/31/24	\$ 883.61	Special Assessment	ACH
242-24	09/09/2024	Langfeldt Excavating, LLC	Invoice 5944 Clear log jam on yellow river between Jarrah	\$ 4,920.00	Special Assessment	ACH
243-24	09/10/2024	Butler, Fairman & Seufert, Inc	Invoice 105600 Project 724900 Bridge No 36 Removal	\$ 15,485.00	Special Assessment	ACH
244-24	09/13/2024	Christopher B Burke Engineering, LLC	Invoice 33195 Professional Svcs 1/28/24-2/24/24	\$ 1,718.44	Special Assessment	ACH
245-24	09/13/2024	Christopher B Burke Engineering, LLC	Invoice 34044	\$ 6,005.36	Special Assessment	ACH
246-24	09/13/2024	INPRS	INPRS	\$ 337.32	General	ACH
247-24	9/13/2024	American Express	Docusign, usps, adobe, christos, microsoft	\$ 493.07	General	ACH
262-24	9/13/2024	Scott Pelath	Payroll 8/30/24-9/13/24	\$ 4,217.15	General	ACH
248-24	09/14/2024	Gutwein Bulldozing & Excavating	Invoice 4152 Harvesting Soil on Tim Schultz Property 9/3-1	\$ 22,516.05	Special Assessment	ACH
249-24	09/15/2024	Duneland Accounting, LLC	Invoice 1333 Sept Bookkeeping	\$ 875.00	General	ACH
250-24	09/16/2024	Ambetter from MHS	Invoice Health Ins	\$ 1,960.36	General	ACH
251-24			Invoice 2329 Yellow River - Upas Rd. to SR 17 - Downstream from Olive Rd. (2 Locations, multiple logs & trees/debris buildup.)	\$ 4,023.00	Special Assessment	
252-24	09/17/2024	Mint City Tree Service				
253-24	09/18/2024	IN Department of Revenue	Invoice Tax Payment for Period: 08/01/2024-08/31/2024	\$ 498.48	General	ACH
254-24	09/19/2024	Abonmarche Consultants, Inc	Invoice 154200 Professional services completed through 8	\$ 4,925.00	Special Assessment	ACH
255-24	09/20/2024	IRS	Tax Payment for Period: 09/14/2024-09/17/2024	\$ 1,417.12	General	ACH
256-24	09/21/2024	Derflinger & Son Dredging & Excavating	Invoice 9 21 24 Silt trap on 39	\$ 19,000.00	Special Assessment	ACH
257-24	09/21/2024	Hill Excavating	Invoice 473 Spraying- Received 9/19/24	\$ 19,340.59	Special Assessment	ACH
268-24	9/24/2024	Scott Pelath	Administrative Mileage Aug 26-Sept 23, 2024	\$ 186.65	General	ACH
269-24	9/24/2024	Scott Pelath	Operational Mileage Aug 26-Sept 23, 2024	\$ 342.20	Special Assessment	ACH
270-24	9/24/2024	Hill Excavating	Inv 444 Yellow River logjam removal	\$ 28,200.00	Special Assessment	ACH
271-24	9/24/2024	PGX, INC	Inv 5639 Repair River Control	\$ 44,655.20	Special Assessment	ACH
266-24	9/27/2024	INPRS	INPRS	\$ 337.32	General	ACH
263-24	9/28/2024	Scott Pelath	Payroll 9/14-9/28	\$ 4,217.15	General	ACH
				\$ 897,439.08		

### **Yellow River Project, Phase III**

The streambank reconstruction at 12<sup>th</sup> Road in Marshall County is complete. The Stanger Group has now moved on to the project section near State Road 23, and they have made substantial progress on the first one-third of the site. We had already planned to carry the remainder of the project over into next year.

### **Jasper County FEMA Project Augmentation**

Following a revision of project designs and material estimates, I reasonably anticipate that we will receive a Corps of Engineers permit sometime in October. I understand that any remaining permit details are being resolved in communications between the Corps and the Environmental Protection Agency.

Jasper County already is bidding out the work at the county level. The intention is that once permits are in order, a contractor will be positioned to begin work promptly before the winter weather hits.

### **Old Railroad Bridge by US 41**

As agreed by the Commission and Norfolk Southern with help from U.S. Sen Braun, Misch Excavating removed the antiquated wooden bridge section in August. A frequent logjam magnet and ongoing expense for the Commission is no more.

### **Kankakee FWA Hydrological Study**

We received a list of written requests from DNR regarding any work performed on their property. They were all reasonable, and things we would intend to do, anyway. We want to adjust the water control structures for the benefit of both parties, but we don't want to get in the way of anyone else's work while we're doing it.

I believe it is time to begin the actual redesign of the water control structures. We need expert assistance in determining the dimensions of any levee notches and spillway adjustments. Burke Engineering, who conducted the overall study, has submitted a proposal for modelling details, drawings, and permitting preliminaries. We can cover 2024 expenses with dollars already budgeted, and I recommend we allow them to initiate the redesign work this year. If we need additional help with permitting, project coordination, and construction oversight, we can consider those tasks separately next year.

### **State Line Bridge**

Butler, Fairman, and Seufert initiated bridge inspection and work on the bridge removal design.

### **Yellow River emergent islands**

On August 14, we had a productive SEA 368 early coordination meeting to discuss removing the emergency island near Range Road. The Corps of Engineers in particular raised considerations that merit further analysis. Perhaps the island could be integrated with a stream bank reconstruction similar to when we moved an island at the Marshall-Starke County Line. Before anything else, however, the Corps intends to do a wetland delineation on the island to clarify jurisdictional issues. I hope that task will occur in October.

### **Logjam Management**

We continuously work to clear obstructions and restore the flow of water, and high winds and heavy rain in July brought down new obstructions. Just since the middle of July, we have directed the following work:

- 1) Misch Excavating cleared a major logjam from the Range Line Road bridge between Lake and Jasper Counties and one last logjam from the railroad bridge by US 41.
- 2) Delta III cleared the worst jam yet from the Norfolk Southern bridge downstream of I-65. They also removed a significant blockage at the Izaak Walton League property in Lake County and newly downed trees near the gas pipeline near the LaPorte-Porter County Line.
- 3) Dirt Works removed downed trees at critical locations.
- 4) Hill Excavating cleared windblown fallen trees at the Kankakee FWA and a large logjam at the bridge at Lomax Landing.
- 5) Mint City cut-up new logjams on the Yellow River.
- 6) Langfeldt Excavating removed multiple logjams near Plymouth.

### **Bank repairs**

We recently met with DNR, IDEM, and the Corps of Engineers for early coordination on a series of standard bank repairs in Newton County. An identical meeting is scheduled for needed repairs at the Kankakee FWA next to IN-8.

The agencies are working with us on processing permits for multiple small repairs. All of them are less than two hundred feet in length but in critical areas. We proposed to use a standard repair design that DNR already suggested for small-scale maintenance along streambanks.

### **Sediment Traps**

Derflinger and Son finally completed the Yellow River sediment trap near IN-39. Dirt Works is contracted to begin work on the Kankakee trap upstream of the Little Kankakee. We await a DNR permit for a new trap at 200 East on the Yellow River in Starke County.

### **Newton County bank reconstruction**

Abonmarche continues its work to redesign the Kankakee River bank in Newton County between I-65 and the Norfolk Southern bridge. A major project goal is to facilitate the clearing of the railroad bridge during a flood event.

### **Yellow River Reconstruction, Phase IV design**

Ross St. Clair and SWCA have submitted a design proposal for Phase IV of Yellow River bank reconstruction to commence in 2026. The proposed cost is consistent with the price of earlier phases.

The proposed project would include adjustments to the original Yellow River pilot project and unstable banks downstream of IN-8. The “horseshoe bend” in Marshall County just upstream of Phase I is an equally preferred site, but the area only involves one property owner, and I am not optimistic we would get cooperation on access.

I recommend we accept Ross’s proposal and allow SWCA to begin design work before the end of 2024. We can cover this year’s expenses with a modest augmentation of the Technical Services budget.

### **USGS Gauge at IN-39 over the Yellow River**

The staff at the Kankakee FWA has attempted to execute their flood protocols based off the USGS gauge at Knox. It is simply too far away to provide relevant and timely information to guide the staff.

We already have a USGS gauge at IN-39 where the Yellow River enters the FWA. However, until this August, it only measured sediment loads and not river height.

In consultation with the Executive Committee, I seized the opportunity to add a river height parameter to our existing gauge for only \$1900 a quarter. I respectfully request that the Commission retroactively approve this amendment to our current gauge contract.

I believe this will reduce guesswork and reliance on anecdotal evidence as the property staff manages the water control structures.

### **Water Control Structure at Dehaan Ditch with Kankakee**

The water control structure that connects the Dehaan Ditch with Marv Crook’s property has been refabricated, repaired, and affixed with an operable screw-gate. The good function of this 1960’s-era structure is essential for keeping landward-side water pressure on one of the Kankakee’s most vulnerable banks.

### **Award**

As I already shared, the Commission received the “2024 Outstanding Floodplain Project” Award for our floodwater storage work from the Indiana Association for Floodplain and Stormwater Management. Every past and present member of the Commission and its Technical Advisory shares in the recognition.

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





1531 S. Calumet Road Ste 13  
Chesterton, IN 46304  
(219) 395-4989

### Ongoing Accounting Services

October 17, 2022

Scott Pelath  
Kankakee River Basin & Yellow River  
Basin Development Commission

Dear Executive Director Pelath:

We are pleased to confirm our understanding of the terms and objectives of our engagement as well as the nature and limitations of the services we will provide for the Kankakee River Basin & Yellow River Basin Development Commission (Commission).

### **Our Responsibility**

On December 1, 2022, we will provide you with the following bookkeeping services:

- Deposit funds in the designated depositories by the Commission.
- Aid the Commission in the preparation of its budget
- Prepare the Annual Financial Report as required by the Indiana State Board of Accounts (submission of the report would be executed by the Commission's designee, typically the Executive Director)
- Provide accounting services for the receipt, disbursement, and investment of its funds in accordance with the applicable Indiana State Board of Accounts guidelines, statutes and the internal control policy and guidelines set out by the Commission herein or otherwise.
- Reconcile all bank accounts and check registers to the bank statements each month for proper account balance and to identify any errors. We will make correcting entries directly to QuickBooks® and identify the source of each adjustment. We will tell you of these adjustments and make you aware of any corrections.
- Reconcile credit card accounts to statements each month for proper account balance and reflection of interest expense.
- Commission funds shall only be disbursed upon the authorization of the Commission and presentation of a State Board of Accounts standard claim form signed by at least two (2) Commission members and approved by the Commission. Checks shall be drawn from an account in the Commission's name and signed by two authorized officials.
- Standard turnaround time for check production is 3 business days.

- Prepare payroll on a bi-weekly basis and ensure PERF retirement payments to INPRS are completed on a timely basis.
- Review and reconcile payroll records and corresponding tax returns.
- Prepare and present financial statements monthly or quarterly based on your preference.
- Annually, prepare forms 1099. We will also prepare any 1096 forms or will e-file the equivalent data on your behalf.
- We will also store un-audited records for the Commission onsite until the State Board of Accounts completes the audit. (Last audit completed was for 2015-2018 filed in 2019)
- Assist with document presentation for State Board of Accounts Audits

### **Scope and limitation of our services**

1. Our engagement is limited to the accounting services indicated above.
2. This engagement does not include business management. We will not review the payment of any invoices or bills. If an amount appears unusual or out of the ordinary, we will call it to your attention, but we do not take any responsibility in the discovery of any errors, irregularities, or fraud.
3. This engagement will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit or review.
4. We will not verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential.
5. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters.

### **Company Responsibility**

1. Responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and

functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

2. Responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements.

3. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others.

4. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

5. Responsible to provide us the following documents:

- a) Cash receipt reports and deposit slips.
- b) Cash disbursements, bank statements.
- c) Check register.
- d) Credit card statements.
- e) Payroll records and quarterly payroll reports.
- f) Articles of incorporation, partnership agreements, formation records.
- g) Copies of purchase/lease contracts and loan agreements.
- h) Other documents necessary for correct account reporting.

6. For us to complete this engagement, and to do so efficiently, we require unrestricted access to the following documents and information concerning your company:

- a) Copies of basic documents reflecting your financial transactions, including check stubs, summaries of cash receipts and sales (cash and credit), bank statements and canceled checks, listings of accounts receivable and accounts payable, and documentary support of property and equipment transactions- purchases, trades, sales, and other dispositions;
- b) Identification of all cash receipts as to source (i.e., loans, sales, etc.), and information concerning all transactions that are consummated with cash.
- c) Accountant access to all necessary State of Indiana online payment accounts
- d) Link QuickBooks Online account to the appropriate business bank account

Any failure to provide such documents and information, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement. You agree to accept responsibility for any effect on your accounting records and

financial statements of basic financial information or transaction documents not submitted to us for processing and entry, or losses that may result from their absence. For purposes of entry of the financial information from your basic transaction documents, classification according to the agreed-upon chart of accounts will be performed by you or your employees. As business conditions change, we may mutually agree to change/modify this arrangement. Client agrees that these documents should be forwarded to our office on a periodic basis, such as monthly, as this will enable us to provide you with a current, meaningful, and useful financial statement.

### **Retention Policy:**

Retention policies for governmental units are outlined by the Indiana Archives and Records Administration. When records are returned, it is your responsibility to retain and protect them for future use, potential examination by any government or regulatory agency.

### **Our Fee Policy:**

Our fees for this accounting service will be a flat rate fee of \$875 per month plus out of pocket and travel expenses if applicable. Mileage will be reimbursed at the current State of Indiana mileage rate. This fee includes a base of 15 hours per month of bookkeeping services and a monthly subscription to QuickBooks Online. Based upon your business needs, we have concluded that QuickBooks Online Essentials and QuickBooks Online Premium Payroll are the best fit for your company. The payroll cost is currently set for 1 employee, each additional employee shall be an additional \$8 a month. QuickBooks Essentials allows for 3 users. If services exceed 15 hours in a month's time, each additional hour will be billed at \$45/hour.

Ongoing bookkeeping services will be billed on a monthly basis. Any additional accounting services requested will be billed separately. This may include, but is not limited to, any compliance services including handling licenses, cost reporting for state agencies, audit representation or filing renewals. Income tax returns will be billed separately.

All invoices are due and payable upon presentation. Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 45 days, we will stop all work until your account is brought current, or you withdraw from the engagement. The client acknowledges and agrees that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this engagement letter. The client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the client's failure to pay on a timely basis for services rendered as required by this engagement letter, we, Duneland Accounting, LLC., shall not be liable for any damages that occur as a result of ceasing to render services. If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by an appropriate body. The client shall pay actual attorney fees and costs incurred while attempting to collect delinquent payments.

**Liability:**

The Commission agrees to indemnify and hold Duneland Accounting, LLC harmless against any or all claims of loss or damage, save for cases of gross negligence or willful misconduct.

Duneland Accounting, LLC is not responsible for any late fees charged to the company due to untimely information submissions by the client.

**Period of Agreement**

This agreement shall be effective December 1, 2022 and concludes two years after the start date.

Either party may cancel this contract by providing 30 days' written notice to the opposite party. If this engagement is canceled, any services rendered (but not yet invoice) will be invoiced per the payment terms of this agreement. By the end of those 30 days, all materials will be returned to the client, and it shall be the client's responsibility to pay the monthly subscription fees to QuickBooks®.

The Commission shall have the option to extend this agreement for the period of one year with the monthly base rate increased to \$900 and hourly overage rate shall remain at \$45.

If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to our office.

Thank you for this opportunity to serve you.

Sincerely,



Stephanie Kuziela

APPROVED:

---

Signature/Title

---

Date

---

Print Name

**ATTACHMENT #3****United States Department of the Interior**

U.S. GEOLOGICAL SURVEY  
Ohio-Kentucky-Indiana Water Science Center

**OHIO**

6460 Busch Boulevard, Suite 100  
Columbus, Ohio 43229-1737

**KENTUCKY**

9818 Bluegrass Parkway  
Louisville, Kentucky 40299-1906

**INDIANA**

5957 Lakeside Boulevard  
Indianapolis, Indiana 46278-1996

August 28, 2024

Scott Pleath  
Executive Director  
Kankakee River Basin and Yellow River Basin Development Commission  
6100 Southport Road  
Portage, IN 46368

Dear Mr. Pleath,

Enclosed is a signed originals of Amendment 1 to our standard joint-funding agreement 23NFJFA00000019 for an addition of a stage only gage at the site Yellow River near Brems, IN (05517010). Kankakee River Basin and Yellow River Basin Development Commission contributions for this agreement will increase by \$9,500 for a total contribution of \$404,600. U.S. Geological Survey contributions will increase by \$6,500 for a total contribution of \$248,600. The combined total for this agreement is \$653,200. Please sign and return one fully-executed original to Nathan Wood at the Indianapolis address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 30, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Aubrey Bunch by phone number (317) 697-1651 or email [aurbunch@usgs.gov](mailto:aurbunch@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571)-386-7644 or email at [ncwood@usgs.gov](mailto:ncwood@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with the Kankakee River Basin and Yellow River Basin Development Commission and looks forward to continuing the relationship in future fiscal years.

Sincerely,

**JEFFREY  
FREY**

Jeffrey Frey  
Director

Digitally signed by  
JEFFREY FREY  
Date: 2024.08.28  
16:22:57 -04'00'

Enclosure: 23NFJFA00000019

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY  
AMENDMENT OF JOINT FUNDING AGREEMENT

Agreement #: 23NFJFA00000019  
Customer #: 6000001354  
Project #: NF00GWQ  
Fixed Price: Yes  
TIN No.: 35-1740360

AMENDMENT 1

This amendment is for the agreement dated January 1, 2023.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation, maintenance, and installation of a stage only gage at the site Yellow River near Brems, IN (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. Paragraph 2a of the agreement is hereby X increased /    decreased by \$6,500 to read as follows:

- a) \$248,600 by the party of the first part during the period  
January 1, 2023 to December 31, 2025

Paragraph 2b of the agreement is hereby X increased /    decreased by 9,500 to read as follows:

- b) \$404,600 by the party of the second part during the period  
January , 2023 to December 31, 2025

USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly. Payment of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

All other aspects unchanged by this amendment remain in full effect.

U.S. Geological Survey  
Ohio-Kentucky-Indiana WSC

Kankakee River Basin Yellow River Basin  
Development Commission

JEFFREY FREY Digitally signed by JEFFREY FREY  
Date: 2024.08.28 16:22:15 -04'00'

\_\_\_\_\_  
*Signature*  
Jeffrey Frey  
\_\_\_\_\_  
*Name*  
Director, OKI WSC  
\_\_\_\_\_  
*Title*  
8/28/2024  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Name*  
\_\_\_\_\_  
*Title*  
\_\_\_\_\_  
*Date*



Attachment A

Statement of Work

Amendment 1 adds a stage only gage to Yellow River near Brems, Indiana, (USGS STAID 05517010).

Cost include instalation of the stage gage and operation and maintenace from October 1, 2024 through the end of the agreement December 31, 2025 (Table 1).

Table 1: Break down of funding for Amenment A.

	KRBYRBDC		USGS CMF		total cost by task
FY25 Install	\$	4,250.00	\$	4,250.00	\$ 8,500.00
FY25 O&M	\$	4,200.00	\$	1,800.00	\$ 6,000.00
FY26Q1 O&M	\$	1,050.00	\$	450.00	\$ 1,500.00
Total	\$	9,500.00	\$	6,500.00	\$ 16,000.00

## **ATTACHMENT #4**



18853 US-12, Suite 2  
New Buffalo, Michigan 49117  
Tel 630.705.1762  
www.swca.com

September 12, 2024

Scott Pelath

Kankakee River Basin and Yellow River Basin Development Commission  
460 Lincolnway, Suite 322  
Valparaiso, Indiana 46383

### **Re: Yellow River Phase IV Design**

Dear Scott Pelath:

SWCA Environmental Consultants (SWCA), working with Territorial Engineering to provide survey services, appreciates the opportunity to provide you with our environmental services scope of work and cost estimate for the proposed Yellow River Phase IV Project in Starke County, Indiana. It is our understanding that this project will require the following: 1) Field investigation; 2) Conceptual Design; 3) Permit-Level Design and Permitting; and 4) Final Design and Construction Bid Documents.

The cost to complete this work, as described in the attached scope of work, is a time-and-materials, not-to-exceed total of \$124,750. This cost estimate is valid for 3 months, after which time SWCA reserve the right to create a new cost estimate.

Thank you for providing us with the opportunity to work with you. If the scope of work and cost estimate are acceptable to you, please sign the Services Agreement attached to the end of this proposal and email it back to our office. SWCA will then return a fully executed agreement to you for your files. After receipt of a signed contract, SWCA will be able to start work immediately. Please contact me at (260) 579-0337 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads 'Ross St. Clair'. The signature is written in a cursive, flowing style.

Ross St.Clair  
Project Manager and Senior Restoration Engineer



## PROJECT TEAM

SWCA Environmental Consultants (SWCA) has a dedicated ecological restoration and engineering team that designs, permits, and builds environmental restoration projects. We have the expertise and the relationships to guide successful restoration projects from inception to completion. Our local team in our office in New Buffalo consists of approximately 10 environmental professionals in northern Indiana and southern Michigan, and we are further supported by our Lombard, Illinois, office with over 35 environmental professionals. Our team has the local and project-relevant experience to successfully support the Kankakee River Basin and Yellow River Basin Development Commission (Commission) on the Yellow River Phase IV Project (Project).

With more than 11 years of experience in design and implementation of stormwater infrastructure and stream and wetland restoration projects, Ross St. Clair, P.E., will serve as Project Manager and maintain responsibility for client service, contract terms, and quality control for the overall contract. He will also coordinate survey services conducted by a professional land surveyor. Ross will work closely with the Commission to ensure that regular communication is maintained and that the Commission is properly informed as to the progress of the technical and managerial aspects of the Project. Ross will be supported by a diverse and experienced group of engineers, scientists, and business professionals to help navigate this Project. Key Personnel Resumes are included in this proposal.

## PROJECT LOCATION AND UNDERSTANDING

SWCA understands that the Commission is looking to act upon the Commission's Work Plan to address concerns related to more frequent flooding and higher sediment supply to and sediment aggregation within the Kankakee River. Several items have adversely impacted the stability and conveyance of the Kankakee River, including large amounts of sediment from the Yellow River. Most notably, the source of this sediment has been identified as bank instability along the Yellow River within Marshall and Starke Counties. Based on sediment load analysis completed from 2013 to 2018 as referenced in the Work Plan, the average sediment load increase from the Marshall County line (Oak Grove stream gauge) to Knox (Knox stream gauge) is almost 39,000 tons per year. This additional sediment has been attributed primarily to bank instability.

This phase of the Yellow River restoration design will focus on the reach beginning with maintenance on the Pilot Project and then an additional ~7,800 linear feet downstream of SR8 (Project Reach in Figure 1) with numerous to high priority banks.



**Figure 1. Project Reach including maintenance on the Pilot Project and extending ~7,800 linear feet downstream of SR8.**



The Project approach will likely be to install additional grade control structures throughout this reach to drop the river profile more gradually. In addition, the approach will likely include outside bank grading along high priority banks and inside floodplain grading in entrenched sections. The goal of this work is to prevent an issue from continuing to migrate upstream causing further damage.

## SCOPE OF WORK

Our design plans and specifications satisfy the needs and requirements of the Commission, permitting agencies, and contractors. SWCA completes plans in steps for clients, with the final stage being stamped design plans, construction specifications, and bid documents by a Professional Engineer. SWCA completes a formal internal QA/QC review for each deliverable before submitting it to the client for review and input. This routine submittal process keeps projects on schedule and keeps clients informed of progress.

SWCA proposes a four-phase process for this Project, from initiation to completion. Throughout each phase, SWCA will provide clear and consistent communication and the experience of working together to make sure the Project is completed on schedule. An overall summary of each phase and task is provided below and outlined in Table 1 in the *Timeline to Completion* section.

## PHASE 1. FIELD INVESTIGATION

### TASK 1. PROJECT KICKOFF

To commence the Project, SWCA will convene a Project kickoff meeting on site at the Project Reach with involved Commission members and other Project stakeholders identified by the Commission. This meeting will include an initial walk-through of select sections of the Project Reach to compare observations to initial Project concepts and to identify any concerns, limitations, or opportunities related to Project success. SWCA will also identify key Project dates and review the proposed schedule and benchmarks.

### TASK 2. FIELD INVESTIGATION

Following the kickoff meeting, SWCA will conduct a comprehensive field investigation which combines a stream assessment and topographic survey, tree survey, soils review, aquatic and riparian habitat survey, and wetland delineation along the Project Reach. A summary of each type of survey is provided below. Prior to the field investigation, SWCA will conduct a desktop review of publicly available information within the Project Reach to inform the field investigation effort, including but not necessarily limited to: property and easement boundaries, ownership data, LiDAR data or other existing topographic data, wetland and waterbody data, current and historic aerial photographs, U.S. Geological Survey quadrangle maps, Federal Emergency Management Agency floodplain maps, Natural Resources Conservation Service soil data and maps, and occurrence data and habitat information for federally and state-listed threatened and endangered species.

#### ***Task 2a. Stream Assessment and Survey***

The stream assessment and topographic survey will be a joint effort between SWCA and a licensed professional land surveyor. SWCA will direct data collection while the professional land surveyor will provide the appropriate survey equipment and licensed land surveyor for data collection. This collaborative effort will help ensure that existing conditions data required for the design is both comprehensive and accurate.

To characterize the geomorphic state of the Project Reach during the field investigation, SWCA will employ Rosgen's Geomorphic Survey methodology. Our team routinely uses this survey methodology to gather information on our stream projects. This depth of experience helps ensure that the Commission and the involved permitting agencies get





quality data to evaluate Project designs and outcomes. During the stream assessment, SWCA will collect 1) cross sections, 2) longitudinal profile, 3) river geometry, and 4) substrate data. The data gathered during the field investigation will be compared to published regional curve data collected by the U.S. Geological Survey and also the Rosgen stream type classifications. In addition to the stream assessment data, a public utility request will be submitted and identified utilities will be surveyed.

SWCA will GPS locate all trees 10 inches or greater in diameter at breast height and potential bat roost trees 3 inches or greater in diameter at breast height within the survey area.

### **Task 2b. Soils Review**

During the field investigation, SWCA will classify the soil type and soil layer present within the channel banks and channel bottom at various points in the Project Reach. Soils will be investigated for soil strength characteristics such as soil type, soil layering, structure, and stiffness. Based on our initial observations of the Project Reach, SWCA does not believe that soil borings will be warranted for this Project. Hand augers may be used to provide further soil layering field data, but geotechnical soil borings are not anticipated to be necessary.

### **Task 2c. Aquatic and Riparian Habitat Survey**

Qualified SWCA staff will assess both aquatic and riparian habitat quality within the Project Reach to characterize existing conditions and provide guidance for stream restoration opportunities. SWCA will document observed aquatic habitat; vegetation types, including non-native invasive species; and potentially suitable habitat for rare, threatened, and endangered species.

### **Task 2d. Wetland Delineation**

SWCA will conduct an on-site delineation of waters of the United States, including wetlands, consistent with the 1987 U.S. Army Corps of Engineers (USACE) *Wetlands Delineation Manual* and subsequent 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)* to delineate any wetland boundaries within potentially impacted areas of the Project Reach and record the wetland characteristics. SWCA will assess the Project Reach for the absence/presence of areas possessing the three required wetland parameters (i.e., hydrophytic vegetation, hydric soils, and wetland hydrology) and delineate those areas. SWCA will also delineate the ordinary high-water mark of any waterbodies within the Project Reach (i.e., Yellow River). Wetland and waterbody boundaries will be mapped using GPS units capable of submeter accuracy. Upon completion of our field effort, SWCA will prepare a wetlands and waterbodies delineation report for permitting agency review. The report will include a summary of threatened and endangered species habitat, existing native vegetation, invasive species, and overall habitat quality observed during the field investigation, which may all be relevant to permitting agencies.

## **PHASE 1 DELIVERABLES/OUTCOMES:**

- Stream assessment and survey documentation
- Photo documentation
- Wetland delineation report and supporting geospatial data

## **PHASE 1 ASSUMPTIONS:**

- SWCA will have access to the entire Project Reach within the Commission's 75' easement. The Commission will send a template landowner notice in advance of the field investigation
- Scope does not include species-specific presence/absence surveys for listed species as these have not been required for past Yellow River design and permitting projects with the Commission

## PHASE 2. CONCEPTUAL DESIGN

### TASK 1. CONCEPTUAL DESIGN

Following the field investigation, SWCA will compile and analyze collected data and develop conceptual design plans that include the following information:

- Existing conditions
- Proposed conditions
- Typical cross sections
- Existing thalweg profile
- Typical details

The proposed treatments (i.e., toe wood, bank grading, j-hooks) will be sufficiently detailed to convey the conceptual nature of the design. As a deliverable, SWCA will provide this concept plan set to the Commission, landowners, stakeholders, and regulatory agencies.

### TASK 2. EARLY AGENCY COORDINATION

After the Commission and agencies have reviewed the conceptual design, SWCA will request and host an on-site Senate Enrolled Act (SEA) 368 review meeting to discuss the conceptual design and field questions or comments. The discussions and direction received from this meeting will help direct the next phase of design and permitting.

### PHASE 2 DELIVERABLES/OUTCOMES:

- Conceptual design plans to be provided to the Commission, landowners, stakeholders, and regulatory agencies
- SEA 368 request, meeting, and minutes

## PHASE 3. PERMIT-LEVEL DESIGN AND PERMITTING

### TASK 1. PERMIT DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATE

Based on feedback received during the SEA 368 review process and other comments submitted by involved parties, SWCA will refine Project designs and prepare permit-ready design plans, construction specifications, and a preliminary cost estimate for construction. This step will include additional engineering design and calculations supported by hydrologic and hydraulic (H&H) modeling.

SWCA employs multiple H&H models to confirm existing conditions and/or validate proposed designs. H&H models provide added value and insight into structural stability, flooding impacts, sediment transport, cost/benefit analysis, and numerous other aspects of a successful design including regulatory requirements. SWCA uses Hydrologic Engineering Center River Analysis System (HEC-RAS) and RIVERMorph to analyze stream and hydraulic conditions. HEC-RAS is a steady and unsteady state hydraulic model that can be used to model hydraulics of water and sediment transfer within channels. Flooding impacts will be analyzed in HEC-RAS to confirm that no adverse impacts would result from stream modifications and that regulatory floodplain requirements are addressed. RIVERMorph is a database-oriented software program that allows for stream survey data management and analysis, including channel and treatment design evaluation. This software integrates the geomorphic data sampled during the field investigation to evaluate channel morphology, hydraulics, stream channel classification, sediment transport, and design components.



The permit design plans will expand upon the conceptual design and provide further detail related to proposed treatments or structures, structure sizing, structure materials, detailed cross sections, typical details, earthwork, construction notes, and erosion prevention and sediment control plans. At a minimum, the permit design plans will include the following information:

- Cover page with sheet index
- Existing conditions
- Access and demolition (tree removal) plans
- Proposed conditions (to include plan and profile view)
- Typical cross sections
- Grading sections
- Typical details
- Vegetation plan
- Construction notes
- Sediment and erosion control notes

SWCA will work with the County Surveyor and Commission Executive Director to make individual contact with each adjacent landowner potentially impacted by the Project. Permit plans will be sent to each landowner. Should on-site meetings be required to discuss landowner questions/concerns, SWCA has budgeted for this task for up to two separate landowner meetings.

In addition to the permit design plans, SWCA will also develop construction specifications and a construction cost estimate. The construction specifications will include terms and conditions provided by the Commission as well as special conditions and specifications for Project design elements like quality of work, materials, quantities, structure construction, channel and floodplain grading, construction site erosion controls, and final restoration plans. SWCA will take all practical measures to specify materials such as rock or plantings from local sources. The cost estimate will include a preliminary opinion of costs to include both material and labor required for construction of the proposed design. Along with providing our routine QA/QC internal review, SWCA will also conduct a constructability review to ensure that we are proposing reasonable and cost-effective solutions.

## **TASK 2. PERMIT APPLICATION SUBMITTALS**

Once the permit design plans have been finalized, SWCA will complete and submit the below permit applications with the design plans and wetland delineation report as the preliminary exhibit:

- Pre-construction notification to the USACE seeking authorization under a Section 404 Nationwide Permit (NWP) related to discharge of fill material into waters of the United States. For purposes of this submittal, SWCA assumes that NWP 27 for Aquatic Habitat Restoration is appropriate for the Project.
- Indiana Department of Environmental Management Section 401 Water Quality Certification, which is required for the USACE to issue a 404 permit.
- Indiana Department of Natural Resources Construction in a Floodway Permit related to construction completed within the designated floodway. Based on the net increase in effective cross-sectional areas that would be proposed for this Project, SWCA assumes that a non-hydraulic modeling assessment would be adequate to satisfy the requirements of this permit.
- U.S. Fish and Wildlife Service Section 7 protected species consultation (if required).

SWCA will proactively communicate with involved agencies after permit applications have been submitted to respond to questions or comments.





Tree mitigation is the only mitigation anticipated and scoped. Along this reach of the Yellow River, it is anticipated that the Indiana Department of Natural Resources would require a 1:1 or 2:1 replacement for all trees removed over 10 inches in diameter at breast height. SWCA has budgeted time to develop the mitigation and monitoring plan as part of the design scope. Performing post-construction monitoring is not included in this scope of work; however, if required, SWCA could provide post-construction monitoring under a separate scope of work and fee.

As the Project will require USACE permitting under Section 404 of the Clean Water Act, compliance with Section 106 of the National Historic Preservation Act may be required. If required, SWCA will conduct background research and initiate consultation with the Indiana State Historic Preservation Office (SHPO). Once the design of the Project has established a limit of disturbance, SWCA will conduct background research through databases and online GIS data maintained by the SHPO. SWCA will also review historic maps and atlases and environmental data to determine if the Project has the potential to impact unrecorded archaeological resources. This information will then be formulated into a consultation package provided to SHPO. The consultation package will include a clear Project description, Project design plans, photographs of the current conditions of the Project Reach, a summary of the background research, and recommendations regarding the need for further work. Previous phases of design and permitting along this area of the Yellow River, have not required formal field surveys by the SHPO and are therefore not included in this scope of work. However, if required, SWCA could conduct field surveys under a separate scope of work and fee.

### PHASE 3 DELIVERABLES/OUTCOMES:

- The above-listed permit applications required for restoration activities, including pre-construction notification to the USACE for NWP 27 authorization, Section 401 Water Quality Certification, Indiana Department of Natural Resources Construction in a Floodway Permit, and USFWS threatened and endangered species concurrence
- Tree mitigation and monitoring plan
- SHPO consultation package and concurrence

### PHASE 3 ASSUMPTIONS:

- No Individual Permit will be required for USACE Section 404
- No Isolated Wetland Permit from the Indiana Department of Environmental Management will be required
- SWCA has included budget for permit application fees
- No Letter of Map Revision from FEMA will be required
- Scope does not include a Phase I cultural resources survey, which is not anticipated to be required

## PHASE 4. FINAL DESIGN AND CONSTRUCTION BID DOCUMENTS

### TASK 1. PREPARE DRAFT FINAL AND FINAL DESIGN AND CONSTRUCTION BID DOCUMENTS

After receiving final comments from permitting agencies, SWCA will incorporate those revisions into draft final design plans, construction specifications, and cost estimate for the Commission. SWCA will then schedule a final meeting with the Executive Director and/or Commission to review comments or questions that need to be satisfied prior to producing final design plans and construction specifications ready for bid. After final reviews are complete and design plans and construction specifications are updated, the final construction bid document package will be certified appropriately by a SWCA Professional Engineer licensed in the State of Indiana. SWCA will produce and deliver the construction bid package for the Project to the Commission as the final deliverable.



PHASE 4 DELIVERABLES/OUTCOMES:

- Construction bid package including final design plans and construction specifications.

PHASE 4 ASSUMPTIONS:

- Electronic delivery, unless otherwise requested by the Commission Executive Director, will be acceptable for all project deliverables.

PROJECT SCHEDULE

SWCA proposes the following schedule (Table 1), which assumes the contract award and notice to proceed are issued in September 2024.

Table 1 Project Schedule

PHASE	APPROXIMATE TIMELINE
Phase 1. Field Investigation	September 2024-January 2025
Phase 2. Conceptual Design	January-March 2025
Phase 3. Permit-Level Design and Permitting*	March-August 2025
Phase 4. Final Design and Construction Bid Documents	August-September 2025

*\*The public notice and public review period is based on past experience with these types of projects and expected turnaround times for the regulatory agencies involved. SWCA will provide routine communication to expedite the permit review period but has no direct control over the regulatory agency’s speed of approval.*



## COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the Project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed \$124,750 without client approval to complete the Project, as presented in Table 2 below.

To accommodate Project changes and scheduling, it is assumed that SWCA will be able to use the overall Project funding and will not be held to phase and task limits so long as the overall budget is not exceeded. SWCA will submit a budget summary with each invoice to provide visibility and track monthly spending.

This cost estimate is valid for 90 days from the date of the proposal.

**Table 2. Cost Estimate**

PHASE	TOTAL \$
Phase 1. Field Investigation	\$64,300
Phase 2. Conceptual Design	15,950
Phase 3. Permit-Level Design and Permitting	33,700
Phase 4. Final Design and Construction Bid Documents	\$10,800
PROJECT TOTAL	\$124,750



## KEY PERSONNEL RESUMES



## Services Agreement

This Services Agreement ("this Agreement") is entered into as the date set forth below by SWCA Incorporated, an AZ corporation dba SWCA Environmental Consultants ("SWCA" or "Consultant"), and the client identified below ("Client"). References to this "Agreement" mean the terms set forth below and the proposal to which this Agreement relates ("the Proposal") as further described below.

**1. Services.** Pursuant and subject to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement as described in the Proposal ("the Services"). Any reports and similar materials that SWCA is to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. SWCA may use subconsultants and other subcontractors as may be reasonably necessary or appropriate to perform the Services. The terms subconsultants and subcontractors are used interchangeably. Client agrees to cooperate with SWCA as reasonably requested or required for the performance of the Services, including promptly providing relevant information, directions and approvals needed to perform the Services. References to the "project" mean the project to which the Services relate.

**2. Work Schedule.** SWCA will use reasonable efforts to start work by any mutually agreeable proposed start date and will use reasonable efforts to complete the Services by any mutually agreeable proposed completion date. Any proposed start date or completion date is a good faith estimate. SWCA is not responsible for any delays caused by circumstances beyond SWCA's reasonable control.

**3. Additional Services.** Any services provided by SWCA outside the scope of the Services constitute "Additional Services" and such Additional Services shall constitute Services under this Agreement, unless such Additional Services are subject to a separate agreement. Any Additional Services provided by SWCA with Client's approval constitute "Approved Additional Services". Except as otherwise mutually agreed in writing, SWCA shall be compensated for Approved Additional Services on a time and materials basis at SWCA's then-current hourly rates, with expense reimbursement per SWCA's then-current expense reimbursement terms, and such additional compensation shall not count toward any fixed fee or not-to-exceed amount.

**4. Standard of Service.** SWCA shall perform the Services in accordance with the applicable level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA agrees to perform in accordance with the Standard of Service but that obligation shall not be construed to imply any warranty or guarantee of any particular results. SWCA's obligations regarding the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due with respect to the Services at issue. In no event will SWCA be responsible for any partially completed Services (e.g., Services which are partially completed due to Client's breach) or have any responsibility for any other circumstances beyond SWCA's reasonable control. SWCA will perform the services for the benefit of Client (and/or for the benefit of governing agencies where required by applicable laws) and no other party is entitled to rely on the Services, including any report, assessment or conclusions arising from the Services, nor may any obligations of SWCA be assigned or otherwise transferred without SWCA's express written consent.

**5. Project Information; Confidentiality.** Subject to the terms of this Agreement, SWCA is responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4 above. SWCA is not responsible for the accuracy of information not prepared by SWCA (e.g., information in materials provided by Client, government records, third-party reports and maps), whether such inaccuracy is due to incompleteness or otherwise, except to the extent SWCA expressly agrees in the Proposal to be responsible for verifying the accuracy of that information. Each party shall use reasonable efforts to maintain the confidentiality of any non-public information owned by or relating to the other party.

**6. General Payment and Expense Terms.** SWCA shall generally invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Except as may be agreed by SWCA in writing, payment to SWCA shall not be withheld by reason of Client not receiving funds from a third-party. Client's rights to use Deliverables are conditioned on Client's payment of all amounts due to SWCA. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Except where a fixed fee is mutually agreed on in writing, any fee quotes are non-binding estimates. Unless otherwise mutually agreed in writing, a not-to-exceed amount means that Client will not incur fees in excess of that amount without Client authorization but is not a guarantee that the Services will be completed for that amount. If SWCA agrees to a fixed fee or a not-to-exceed amount based on information which proves to be inaccurate and, as a result, the assumptions relied on by SWCA for the originally agreed on fee limit are materially affected, the parties shall negotiate diligently and in good faith to determine reasonable adjustments in pricing and related terms. Amounts billable for reimbursable expenses are separate from any estimated or quoted fees.





**7. Taxes.** Unless otherwise mutually agreed in writing, any sales taxes, gross receipts taxes or similar taxes imposed by governing authorities with respect to the Services provided to Client will be Client's responsibility and, unless paid directly by Client, will be invoiced to Client.

**8. Late Payment.** In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work subject to giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment, SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable laws. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any amounts payable to a collection agent) in connection with efforts to collect overdue amounts (including efforts to collect such attorneys' fees, court costs and other expenses). Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

**9. Term of Agreement.** Unless terminated earlier per the terms of this Agreement, this Agreement will remain in effect until the Services are completed, at which time this Agreement will automatically terminate. Upon termination, all provisions of this Agreement that expressly or by their nature continue in effect shall survive termination (e.g., payment terms, confidentiality provisions, indemnification provisions, liability/remedies limitations, and general terms).

**10. Termination.** If a party breaches this Agreement and does not cure such breach within five (5) business days of receipt of a written notice from the other party describing the breach, the other party may terminate this Agreement for cause. Either party may terminate this Agreement without cause by giving 30 days advance written notice of termination. These provisions do not limit available rights in the event of late payment as described in Section 8 above.

**11. Payment Upon Termination.** If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: If the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated and invoiced by SWCA. If the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement.

**12. Governing Law; Interpretation.** This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the jurisdiction where the project is predominantly located. The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party.

**13. Insurance.** The parties will maintain reasonable insurance coverage and will provide appropriate information regarding its insurance coverage as may be requested by the other party.

**14. Indemnification.** Each party shall indemnify the other party against any losses, including reasonable attorneys fees, to the extent incurred as a result of the indemnifying party's breach of this Agreement or as a result of any negligent or otherwise wrongful acts or omissions attributable to the indemnifying party. These indemnification terms are intended to provide indemnification of actual out-of-pocket losses and do not obligate or entitle the indemnifying party to assume the defense of any claims against the other party. A party seeking indemnification under these terms shall be entitled to indemnification only to the extent the party exerted reasonable efforts to defend against the claims and limit the party's losses as a result of those claims. These indemnification rights and obligations do not preclude any indemnification rights and obligations otherwise available under applicable laws. However, in no event shall any indemnification rights and obligations be construed to impair any limitations of liability/remedies provided under this Agreement or otherwise impose any liability that a party is not intended to be responsible for under the terms of this Agreement.

**15. Consequential Damages Waiver.** Neither party shall be liable for any consequential damages relating to activities arising out of this Agreement. Consequential damages include damages resulting from the special circumstances of a party or that are indirect, remote or speculative, and damages resulting from delays, loss of use, financing charges and similar circumstances. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client, relying on information provided by Client, or Client's failure to follow SWCA's recommendations.

**16. Limitation of Liability.** To the fullest extent permitted by law, the aggregate liability of SWCA and its agents and representatives for any alleged issues with the Services provided by SWCA (e.g., alleged deficient services, alleged negligence, or other claims related to the Services, regardless of the legal basis for the claim) shall not exceed the fees actually paid by Client to SWCA with respect to the Services at issue. It is acknowledged that these liability limitations are



knowingly agreed to and are reasonable in light of the relative risks and benefits of the project. It is also acknowledged that the pricing provided to Client for the Services is based on these liability limitations and that SWCA is willing to negotiate increasing the foregoing monetary limitations in exchange for increased pricing. Any such increase must be mutually agreed on by the parties in writing to be effective. It is further acknowledged that this Agreement establishes a services relationship between SWCA and Client and that in no event shall individual employees have any personal liability for any issues with the Services.

**17. Entire Agreement; Amendment.** This Agreement, including the Proposal, reflects the entire agreement of the parties with respect to its subject matter. No amendment to this Agreement or any waiver may be enforced against a party unless the amendment or waiver is agreed to in writing by that party. As used in this Agreement, "including" and similar terms mean "including without limitation".

**18. Compliance with Law.** The parties agree to comply with all applicable laws. Applicable laws include federal, state and local legal requirements, including permitting requirements, and directions from governmental agencies.

**19. Relationship.** The relationship of Client and SWCA constitutes an independent contractor relationship and does not constitute a principal-agent or fiduciary relationship or a relationship of partners, joint venturers or otherwise. As a provider of independent environmental consulting services, SWCA shall not be required to provide services inconsistently with requirements to remain in good standing with applicable government agencies and other entities.

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may amend or rescind the Proposal.

The parties hereby agree to the foregoing terms, including terms establishing the relative rights, obligations, responsibilities and liabilities of the party, effective as of July 29, 2024. The individual signatories below represent and warrant that they are authorized to bind the party on whose behalf they are signing.

<b>SWCA, Incorporated</b>	<b>Client:</b> Kankakee River Basin and Yellow River Basin Development Commission
<b>By:</b>	<b>By:</b>
<b>Name:</b> Sarah Zink	<b>Name:</b> John R. McNamara
<b>Title:</b> Director	<b>Title:</b> Chair
	<b>Billing Contact:</b> Scott D. Pelath
	<b>Street Address:</b> 460 Lincolnway, Unit 322
	<b>City:</b> Valparaiso <b>State:</b> IN <b>Zip Code:</b> 46384
	<b>Phone:</b> 219-861-7999 <b>Email:</b> sdpelath@gmail.com



ATTACHMENT #5

COMMISSION  
UPDATE

KANKAKEE RIVER

YELLOW RIVER



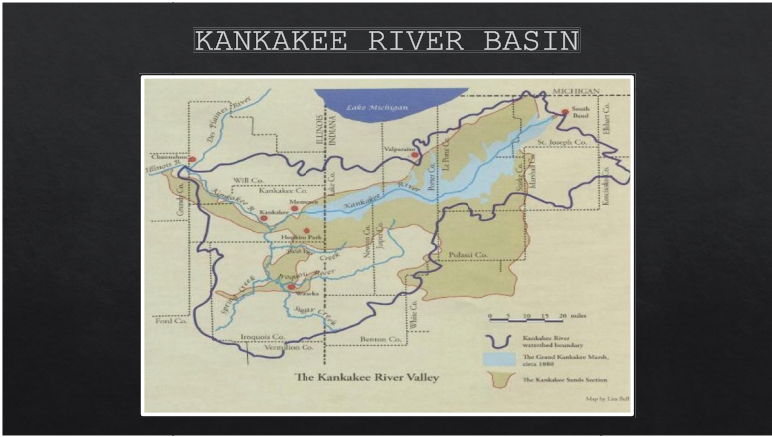
BASIN DEVELOPMENT COMMISSION


September 27, 2024

KANKAKEE RIVER BASIN AND  
YELLOW RIVER BASIN  
DEVELOPMENT COMMISSION

Scott D. Pelath, Executive  
Director

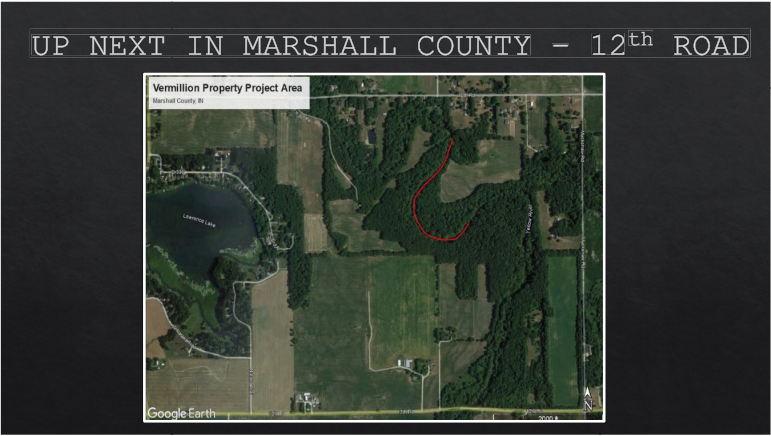
FORTY-YEAR WORK PLAN											
Active Management Recommendation	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Yellow River Upstream Improvements											
Kankakee Bank Stabilization Improvements											
Zone-Specific Access and Logjam Management											
Large Wood Removal along Yellow 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 Program Management											
Develop Flood Response and Resilience Plans											
Remove Infrastructure from Berm-Reliant Areas											





MISSION

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

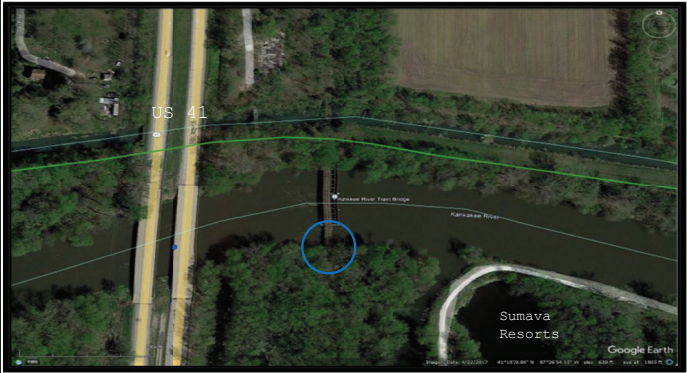




MARSHALL COUNTY – 12<sup>th</sup> ROAD (BEFORE)



BRIDGE LOCATION



MARSHALL COUNTY – 12<sup>th</sup> ROAD (AFTER)



OUT-OF-SERVICE NORFOLK SOUTHERN BRIDGE



BRIDGE SECTION REMOVAL NEAR US  
41

OUT-OF-SERVICE BRIDGE SECTION (BEFORE)





OUT-OF-SERVICE BRIDGE SECTION (AFTER)



RAILROAD BRIDGE NEAR I-65 (July 2023)



RAILROAD BRIDGE NEAR I-65

RAILROAD BRIDGE NEAR I-65 (Feb. 2024)



RAILROAD BRIDGE BEFORE I-65 (1908)

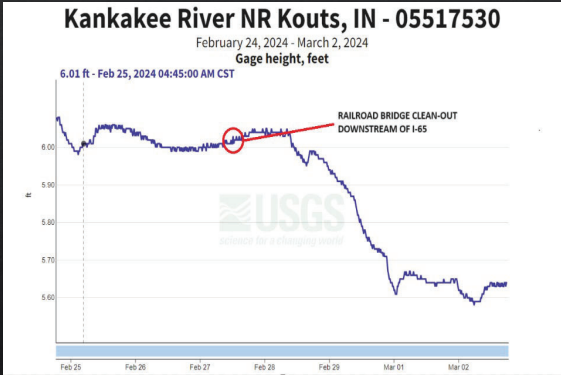


RAILROAD BRIDGE NEAR I-65 (Feb. 2024)





RESULTS



RAILROAD BRIDGE NEAR I-65 (July 2024)



RAILROAD BRIDGE NEAR I-65 (July 2024)



RAILROAD BRIDGE NEAR I-65 (July 2024)



RAILROAD BRIDGE NEAR I-65 (July 2024)



RAILROAD BRIDGE NEAR I-65 (Aug. 2024)





RAILROAD BRIDGE NEAR I-65 (Aug. 2024)



WATER CONTROL STRUCTURE REPAIR

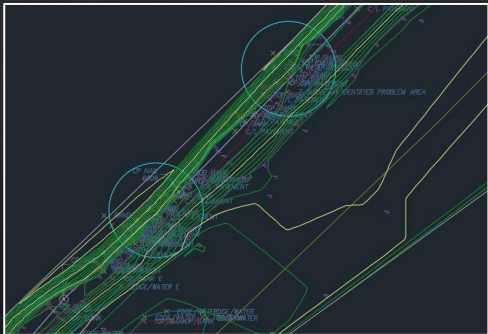
RAILROAD BRIDGE NEAR I-65 (Aug. 2024)



STRUCTURE LOCATION



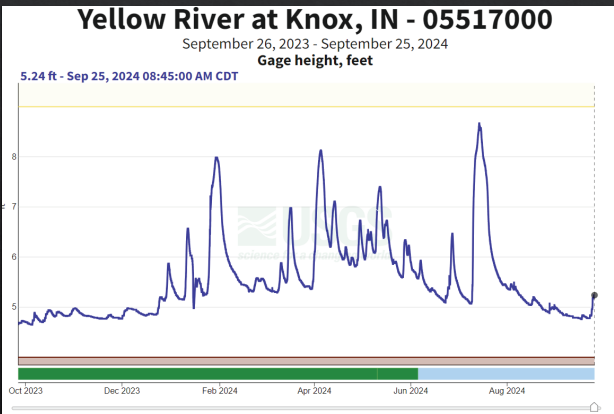
DEGRADED WORK SURFACE ON NEWTON COUNTY SIDE NEAR BRIDGE



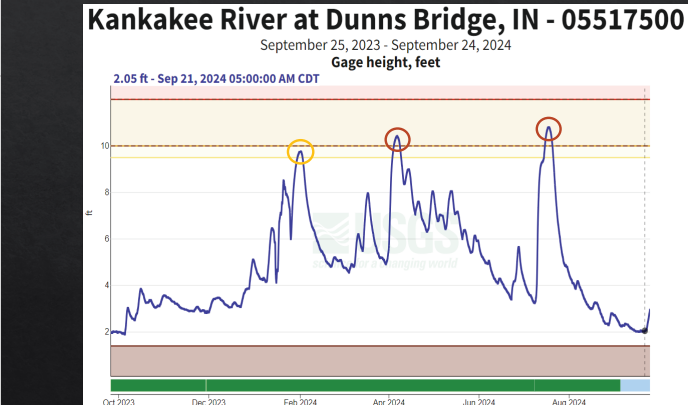
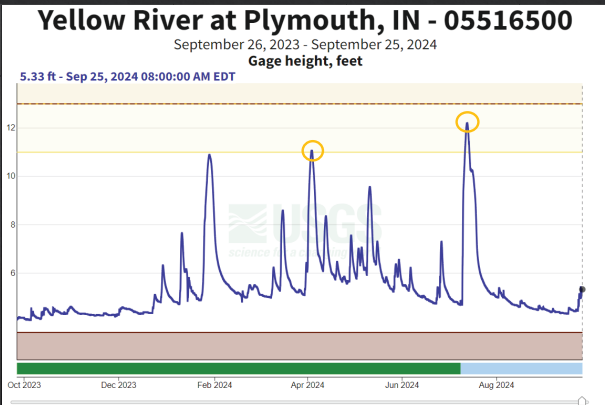
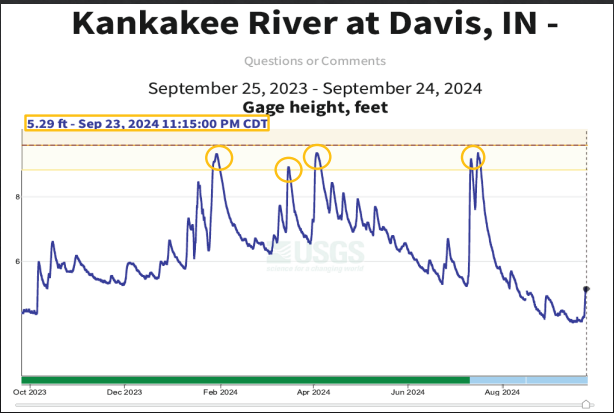
DEHAAN DITCH CONFLUENCE



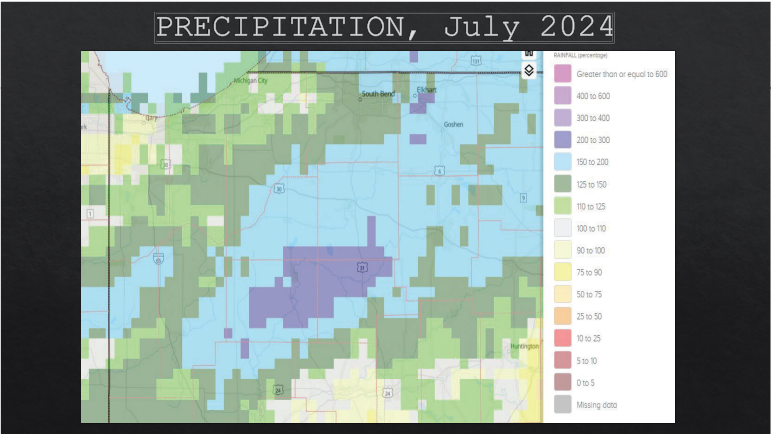
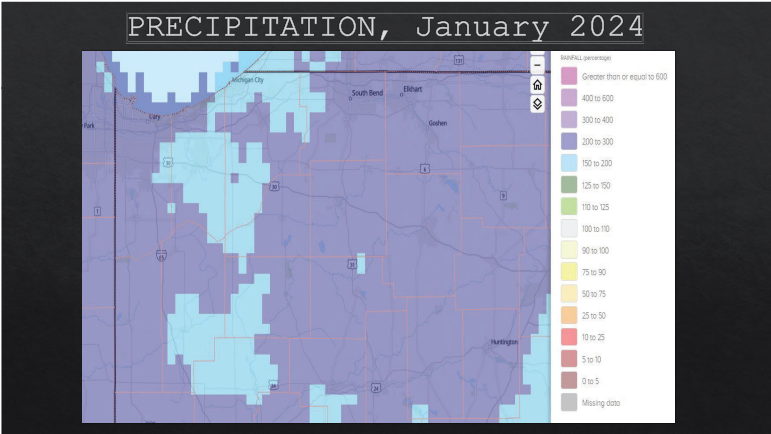
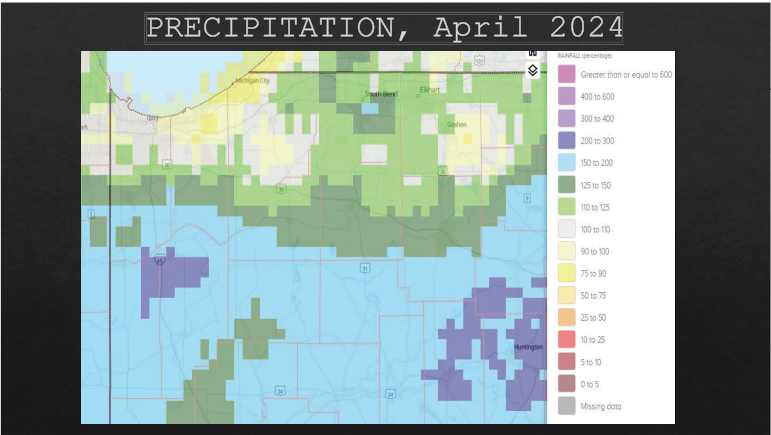
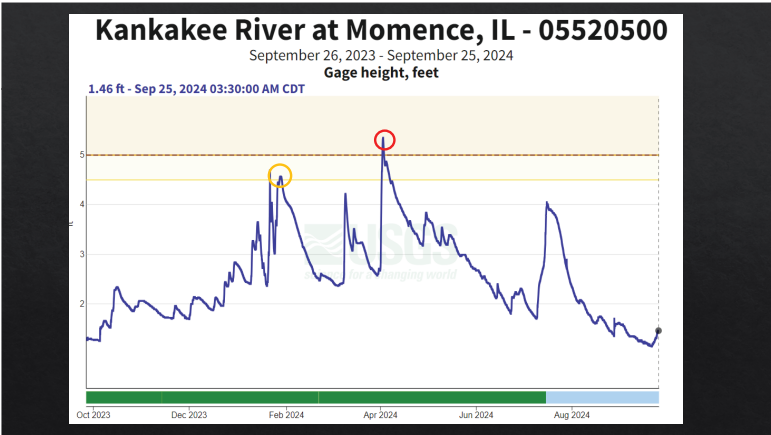
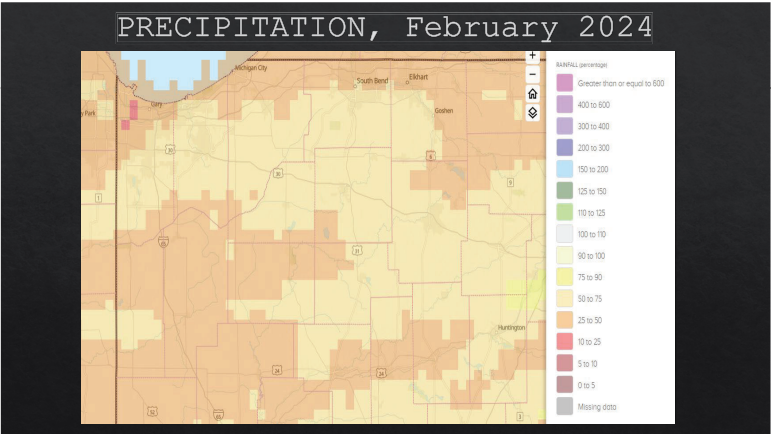
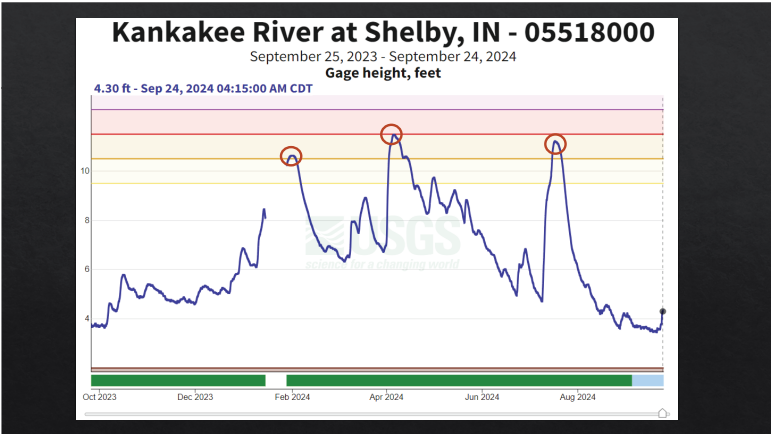
DEHAAN DITCH CONFLUENCE



2024 HIGH WATER EVENTS







FINALLY...



2024 Fall Rookie League				
Fall 2024 - Baseball - Youth				
<a href="#">View</a> <a href="#">Subscribe</a> <a href="#">Print</a> <a href="#">Custom Print</a> <a href="#">Coaches</a>				
Please check Quickscores or follow us on our Facebook page for rain information.				
Regular Season Standings				
Team	Win	Loss	Tie	PCT
Cashnet, Inc.	5	0	0	1.000
Boss Industries, LLC	2	2	0	0.500
MC Doors	0	2	2	0.250
Door Village Lions Club	0	3	2	0.200
PCT = Winning Percentage				

OUTSTANDING FLOODPLAIN PROJECT



QUESTIONS?

Scott D. Pelath  
(219) 861-7999  
[sdpelath@gmail.com](mailto:sdpelath@gmail.com)