

*****MINUTES*****

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

**Friday, March 7, 2025
10:30 a.m. CST/11:30 a.m. EST**

**Lake County Soil and Water Conservation District
2291 North Main Street
Crown Point, IN 46307**

FOR THOSE PARTICIPATING ELECTRONICALLY

GoTo Link: <https://meet.goto.com/319606517>

John McNamara, Chair, called the meeting to order at 10:30 a.m. CST, 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, Vince Urbano, Dick Welsh

Members present via videoconference: Rob Churchill, Ryan Mueller

Staff present: Scott Pelath, Executive Director

APPROVAL OF MINUTES FROM DECEMBER 6, 2024, MEETING

Bill Crase moved that the Commission approve the December 6, 2024, minutes. Dick Welsh seconded the motion.

Churchill - Y
Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

FINANCE REPORT AND CLAIMS

A written finance report and recent claims were distributed as part of the formal Executive Director's report [ATTACHMENT 1]. Mr. Pelath requested that the Commission approve the budget augmentations of \$150,000 to the Jasper County project, \$50,000 to channel maintenance, and \$10,000 to the river gauge line item for the addition of a device in St. Joseph County. Mr. Pelath also noted that the State Board of Accounts recommended that the Commission adopt an annual wage schedule in addition to the publicly presented payroll budget. He explained the schedule as part of Draft Resolution 1-2025 [ATTACHMENT 2].

Vince Urbano moved that the Commission approve the finance report. Bill Emerson seconded the motion.

Churchill - Y
Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Mr. Crase moved that the Commission approved the claims in the amount of \$1,555,479.63. Mr. Welsh seconded the motion.

Churchill - Y
Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Fund Augmentations

Mr. Crase moved to add \$150,000 to the budget line item for Jasper County FEMA project extension; \$50,000 for channel maintenance; and \$10,000 for river gauges. Chelsey Gordon seconded the motion.

Churchill - Y
Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Formal wage schedule

Mr. Crase moved that the Commission adopt Resolution I-2025 containing a formal wage schedule. Mr. Welsh seconded the motion.

Churchill - Y
Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

OLD BUSINESS

Jasper County bank stabilization

Mr. Pelath said the stone portion of the project is already complete as of the end of February. He also recognized former member Jim Walstra for his unwavering leadership in making the project possible.

Kankakee FWA water control structure redesign

Dave Eichelberger from Burke Engineering provided an update regarding January's cooperative meeting with the DNR property staff and ongoing design work.

State Line Bridge relocation

Ben Butz from Butler, Fairman, and Seufert reported that they expected to submit the relevant permit applications for bridge relocation within the next two weeks.

Newton County bank reconstruction

Mr. Pelath reported that Abonmarche will soon provide a number of suggested bank improvements and related construction cost estimates.

Yellow River Reconstruction, Phase IV design

Ross St. Clair from SWCA reported on Phase IV design progress and early survey work. The project is on track to commence in 2026.

Emergency Yellow River islands

Mr. Pelath deferred discussion to his formal presentation later in the meeting.

Technical Advisory Committee guidelines

Mr. Pelath presented bylaw amendments [ATTACHMENT 3] to allow the Commission to increase Technical Advisory Committee membership beyond statutory minimums. The changes were suggested in response to recent turnover on the committee and some gaps in statutory instruction. Possible changes were presented and discussed at the previous Commission meeting in December.

Mr. Emerson moved that the Commission adopt the amended bylaws as presented. Mr. Crase second the motion.

Churchill - Y

Crise – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara - Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Logjam management

Mr. Pelath said he would report on logjam management in his formal presentation.

NEW BUSINESS

Lake County levee inspection

Mr. Pelath presented a draft agreement with Wessler Engineering [ATTACHMENT 4] to inspect over twenty miles of levees in Lake County. Mr. Emerson said he expected the Lake County Drainage Board to help cover some of the cost.

Mr. Pelath said the work would continue over a two-year period. He also said the 2025 costs could be covered with the existing budget allocation for miscellaneous technical services.

Mr. Crase moved that the Commission enter into the agreement with Wessler Engineering to inspect the Lake County levees. Ms. Gordon seconded the motion.

Churchill - Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara - Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

River's Edge Farm

Due to its overall condition and the lease holder's difficulty in finding tenants, Mr. Pelath suggested that in the future, the Commission might want to demolish the house on the property. While he requested no action, he did say it would likely become a realistic consideration in future.

River gauge in St. Joseph County

Mr. Pelath said the matter was already addressed following the Finance Report.

EXECUTIVE DIRECTOR'S REPORT

Mr. Pelath gave a formal PowerPoint presentation [ATTACHMENT 5].

OTHER BUSINESS

Mr. Pelath expressed his intention to use office funds to update the signs designating the Kankakee River as a National Water Trail. He said the signs, which have never been installed, show the name of the Commission's legal predecessor. Mr. Pelath also expressed his wish that a non-profit organization volunteer to place the signs at over twenty-five river crossings along the Kankakee.

Mr. Urbano asked about the history of the signs and the information they contain. Mr. Welsh stated how much improved the river is for boating.

Kevin Breitzke, Vice Chair of the Technical Advisory Committee, says there are fifty-eight signs for twenty-nine crossings. He said the old river commission purchased the signs, but they were never installed due to the changeover in organization and need to change the commission names.

PUBLIC COMMENT

Stephanie Kuziela discussed her work filing the Commission's annual report to the State Board of Accounts. The Commission lauded her continued contributions.

Allan Allsop, Jr., voiced his desire to perform contracted work for the Commission.

NEXT MEETING

While the date was to be determined, Mr. Pelath expressed his hope of meeting sometime in the middle of May.

ADJOURNMENT

The Commission adjourned at 11:28 a.m. CST.

APPROVED BY THE COMMISSION ON 06/20/2025.

Signed by:

E74776AAF98146A...

Secretary

6/24/2025

EXECUTIVE DIRECTOR'S REPORT

To: KRB-YRBDC Members
From: Scott D. Pelath, Executive Director
Date: March 5, 2025

Because we were blessed with unusually favorable working conditions this winter, the two-mile bank stabilization project in Jasper County is substantially complete. Regrading and rock placement concluded in February. The last step will be to finish soil placement, matting, and reseeding during warmer weather.

Finance Report

Balances. As of March 4, the Commission has a dedicated fund balance of \$1,039,202.62 and a general fund balance of \$591,104.82. Year-to-date, we have paid or received approximately \$1.09 million in claims on the Jasper County project.

Revenue. 2024 assessment revenue exceed projections by about \$74,000. That was one reason that our starting cash position for 2025 was better than our budgeted figure. This will allow us some flexibility to bolster allocations as necessary.

The new state budget is working its way through our legislature, and our administrative appropriation is at the same level as the current biennium. This is no surprise, and we are not being singled out. Many agencies are being flat lined, including the river basin commissions. We received a helpful increase last time.

We received a gauge payment from NIPSCO and our quarterly administrative distribution from the state. We still have not received our November 2024 farm rent installment.

I also applied for a \$100,000 Lake and River Enhancement (LARE) through Indiana DNR to offset the construction cost of our Phase III Yellow River project. Grant announcements are expected in July.

Wage and salary schedule. The State Board of Accounts now requires the Commission to adopt an annual wage and salary schedule. It might seem strange to create a schedule for only one employee, but it is a simple task. For the meeting, I will distribute a document reflecting the bimonthly pay, which is unchanged from CY2024 to CY2025.

CY 2025 Budget adjustments. As I mentioned above, our actual starting cash balance for 2025 was \$180,121.62 higher than estimated in our budget. This was due to higher revenue collections and some deferred or cancelled expenditures. I recommend that the cash improvement bolster our channel maintenance funds, offset some material cost increases at the Jasper County project, and add a private river gate at the Crumstown Highway bridge in St. Joseph County.

The best estimate of the Jasper County Surveyor's staff is that approximately \$150,000 is needed to complete the project. I recommend we add that amount to the project item to cover any remaining claims. I also suggest that the channel maintenance fund for bank repair and obstruction removal be

boosted by \$50,000, and that the river gauge account increase by \$10,000 to cover manufacture and installation of the new device.

The above amounts can be funded through budgeted annual surplus dollars.

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

Date	Payee	Memo	Payment	Account
12/06/2024	Attorney General		\$ 150.00	General
12/06/2024	Delta Dental	Dental Insurance	\$ 110.42	General
12/06/2024	Department of Natural Resources Division of Water	Permit fee	\$ 200.00	General
12/06/2024	IRS	Tax Payment for Period: 11/30/2024-12/03/2024	\$ 1,417.12	General
12/09/2024	Christopher B Burke Engineering, LLC		\$ 1,185.00	Special Assessment
12/09/2024	K and L Excavating, LLC	Porter County Boat Launch	\$ 11,697.12	Special Assessment
12/09/2024	Scott Pelath	Mileage Reimb	\$ 44.77	General
12/09/2024	The Stanger Group, Inc.	Inv 1426	\$ 12,986.00	Special Assessment
12/09/2024	The Stanger Group, Inc.	Inv 1458	\$ 9,270.00	Special Assessment
12/09/2024	The Stanger Group, Inc.	Retainage	\$ 42,195.34	Special Assessment
12/10/2024	Horizon Bancorp, Inc	Account Service Fee	\$ 30.40	General
12/13/2024	Abonmarche Consultants, Inc	Inv 155712	\$ 3,645.00	Special Assessment
12/13/2024	American Express	AMEX	\$ 325.33	General
12/13/2024	Butler, Fairman & Seufert, Inc		\$ 4,100.00	Special Assessment
12/13/2024	Butler, Fairman & Seufert, Inc		\$ 3,890.00	Special Assessment
		Removal of sediment from the Kankakee River Trap # 22 & leveling of spoil		
12/13/2024	Dirt Works Excavating		\$ 60,000.00	Special Assessment
12/13/2024	Duneland Accounting, LLC	Accounting Service	\$ 900.00	General
12/13/2024	INPRS	Retirement	\$ 337.32	General
12/13/2024	Scott D. Pelath	Pay Period: 12/01/2024-12/15/2024	\$ 4,217.15	General
12/16/2024	Ambetter from MHS	Health Insurance	\$ 2,071.63	General
12/16/2024	South Lake Stone	Inv 41891	\$ 22,404.15	Special Assessment
12/18/2024	IN Department of Revenue	Tax Payment	\$ 498.48	General
12/19/2024	Christopher B Burke Engineering, LLC		\$ 523.20	Special Assessment
12/19/2024	SWCA, INC	Inv 210075	\$ 1,056.35	Special Assessment
		Tax Payment for Period: 12/14/2024-12/17/2024		
12/20/2024	IRS		\$ 1,417.12	General
12/24/2024	Culp Ag Trucking LLC	Hauling Materials	\$ 2,171.58	Special Assessment
12/24/2024	Hill Excavating	Inv 538	\$ 16,000.00	Special Assessment
12/24/2024	Hill Excavating	Log jam removal	\$ 4,500.00	Special Assessment
12/24/2024	Hill Excavating	Log jam removal	\$ 18,000.00	Special Assessment
12/24/2024	Hill Excavating	Log jam removal	\$ 4,936.70	Special Assessment
12/24/2024	Scott Pelath	Mileage Reimb	\$ 198.04	General
12/24/2024	Scott Pelath	Mileage Reimb	\$ 290.89	Special Assessment
12/26/2024	INPRS	Retirement	\$ 337.32	General
12/31/2024	Scott D. Pelath	Pay Period: 12/16/2024-12/31/2024	\$ 4,217.15	General
01/02/2025	The Hartford	Insurance	\$ 461.00	General
01/03/2025	Rogers Group, Inc	Rip Rap	\$ 14,894.91	Special Assessment
01/06/2025	Delta Dental	Dental Insurance	\$ 116.08	General
		Tax Payment for Period: 12/28/2024-12/31/2024		
01/06/2025	IRS		\$ 1,417.12	General
01/10/2025	Horizon Bancorp, Inc	Account Service Fee	\$ 38.20	General
01/10/2025	INPRS	Retirement	\$ 337.32	General
01/11/2025	American Express	Amex	\$ 487.61	General
01/15/2025	Christopher B Burke Engineering, LLC		\$ 1,348.75	Special Assessment
01/15/2025	Duneland Accounting, LLC	Accounting Service	\$ 900.00	General
		Brush removal, move clay, & sand, access road construction		
01/15/2025	Gutwein Bulldozing & Excavating		\$ 68,672.59	Special Assessment

01/15/2025	Hill Excavating	Log jam removal	\$ 7,069.91	Special Assessment
01/15/2025	Hill Excavating	Log jam removal	\$ 16,000.00	Special Assessment
01/15/2025	IRS	tax adj	\$ 11.24	General
01/15/2025	On-Site Computing	Website	\$ 750.00	General
01/15/2025	QuickBooks Payroll	Tax Payment	\$ 1,709.28	General
01/15/2025	Scott D. Pelath	Pay Period: 01/01/2025-01/15/2025	\$ 4,236.07	General
01/15/2025	South Lake Stone	Inv 42136	\$ 26,358.85	Special Assessment
01/15/2025	South Lake Stone	Inv 42081	\$ 47,699.94	Special Assessment
01/15/2025	South Lake Stone	Inv 41990	\$ 22,245.55	Special Assessment
01/15/2025	SWCA, INC	Inv 207593	\$ 3,991.79	Special Assessment
01/16/2025	Ambetter from MHS	Health Insurance	\$ 2,071.63	General
01/17/2025	QuickBooks Payroll	Tax Payment	\$ 498.48	General
01/21/2025	Basic Benefits	Insurance	\$ 233.32	General
01/21/2025	INPRS	Retirement	\$ 337.32	General
01/30/2025	Attorney General		\$ 150.00	General
01/30/2025	IRS	Tax Payment for Period: 01/01/2024-12/31/2024	\$ 42.00	General
01/30/2025	Jasper County	MOU	\$ 47,500.00	Special Assessment
01/31/2025	QuickBooks Payroll	Tax Payment	\$ 1,661.09	General
01/31/2025	Scott D. Pelath	Pay Period: 01/16/2025-01/31/2025	\$ 4,238.84	General
01/31/2025	Scott Pelath	Mileage Reimb	\$ 123.09	General
01/31/2025	Scott Pelath	Mileage Reimb	\$ 328.35	Special Assessment
02/05/2025	Butler, Fairman & Seufert, Inc		\$ 2,033.00	Special Assessment
02/05/2025	Gutwein Bulldozing & Excavating	Hauling Materials	\$ 1,044.98	Special Assessment
02/05/2025	Rogers Group, Inc	Rip Rap	\$ 32,303.54	Special Assessment
02/05/2025	Rogers Group, Inc	Rip Rap	\$ 78,166.16	Special Assessment
02/05/2025	Rogers Group, Inc	Rip Rap	\$ 103,293.47	Special Assessment
02/05/2025	South Lake Stone	Inv 42298	\$ 68,383.77	Special Assessment
02/05/2025	South Lake Stone	Inv 42255	\$ 24,325.56	Special Assessment
02/05/2025	South Lake Stone	Inv 42209	\$ 14,835.22	Special Assessment
02/05/2025	South Lake Stone	Inv 42163	\$ 11,682.27	Special Assessment
02/05/2025	SWCA, INC	Inv 212152	\$ 22,440.83	Special Assessment
02/05/2025	U.S. Geological Survey	Inv 90075162	\$ 34,825.00	Special Assessment
02/05/2025	U.S. Geological Survey	Inv 90074589	\$ 7,500.00	Special Assessment
02/06/2025	Delta Dental	Dental Insurance	\$ 116.08	General
02/06/2025	Duneland Accounting, LLC	Accounting Service	\$ 900.00	General
02/07/2025	Christopher B Burke Engineering, LLC		\$ 6,159.15	Special Assessment
02/07/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 724.87	Special Assessment
02/07/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 2,406.09	Special Assessment
02/07/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 2,273.13	Special Assessment
02/07/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 1,984.00	Special Assessment
02/07/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 1,921.67	Special Assessment
02/10/2025	Horizon Bancorp, Inc	Account Service Fee	\$ 32.20	General
02/12/2025	INPRS	Retirement	\$ 337.32	General
02/13/2025	American Express	AMEX	\$ 434.66	General
02/13/2025	Gutwein Bulldozing & Excavating	Hauling Materials	\$ 56,121.04	Special Assessment
02/13/2025	Gutwein Bulldozing & Excavating	Hauling Materials	\$ 4,660.44	Special Assessment
02/13/2025	Top Line Trucking, Inc	Inv 8348	\$ 4,303.45	Special Assessment
02/13/2025	Top Line Trucking, Inc	Inv 8353	\$ 5,342.55	Special Assessment
02/14/2025	QuickBooks Payroll	Tax Payment	\$ 1,644.67	General
02/14/2025	Scott D. Pelath	Pay Period: 02/01/2025-02/15/2025	\$ 4,238.84	General
02/18/2025	Ambetter from MHS	Health Insurance	\$ 2,071.63	General
02/27/2025	INPRS	Retirement	\$ 337.32	General
02/28/2025	QuickBooks Payroll	Tax Payment	\$ 1,644.67	General
02/28/2025	Scott D. Pelath	Pay Period: 02/16/2025-02/28/2025	\$ 4,238.84	General
03/03/2025	Culp Ag Trucking LLC	Hauling Materials	\$ 2,026.11	Special Assessment
03/03/2025	Gutwein Bulldozing & Excavating	Hauling Materials	\$ 12,088.53	Special Assessment
03/03/2025	Hill Excavating	Log jam removal	\$ 2,000.00	Special Assessment
03/03/2025	Kevin Misch Excavating	Inv 149073	\$ 24,462.00	Special Assessment
03/03/2025	Kevin Misch Excavating	Inv 149072	\$ 2,884.00	Special Assessment
03/03/2025	Markstone Trucking	Haul Rip Rap	\$ 3,331.09	Special Assessment

3/3/25	Ott HydroMet	Inv 503773	\$ 6,068.05	Special Assessment
3/3/25	Ott HydroMet	Inv 581711	\$ 1,139.50	Special Assessment
03/03/2025	Richard Gumz Farms LLC	FWA Spillway Maintenance	\$ 7,210.00	Special Assessment
03/03/2025	Rogers Group, Inc	Rip Rap	\$ 50,662.58	Special Assessment
3/3/25	Scott Pelath	Mileage Reimb	\$ 143.29	General
03/03/2025	Scott Pelath	Mileage Reimb	\$ 477.37	Special Assessment
03/03/2025	South Lake Stone	Inv 3100018	\$ 77,888.64	Special Assessment
03/04/2025	South Lake Stone	Invoice 3100107	\$ 136,224.36	Special Assessment
03/04/2025	South Lake Stone	Invoice 3100070	\$ 74,842.44	Special Assessment
3/5/25	Churchill	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 105.00	General
3/5/25	Cruse	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 175.00	General
3/5/25	Cultice	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 175.00	General
3/5/25	Emerson	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 140.00	General
3/5/25	Gordon	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 105.00	General
3/5/25	McNamara	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 140.00	General
3/5/25	Novotney	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 70.00	General
3/5/25	Scott Pelath	Reimb for Car Signage	\$ 74.90	General
3/5/25	U.S. Aggregates	Inv 22501815	\$ 60,453.14	Special Assessment
3/5/25	U.S. Aggregates	Inv 22501074	\$ 78,263.30	Special Assessment
3/5/25	Walstra	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 175.00	General
3/5/25	Welsh	MEMBER ATTENDANCE FOR PER DIEM, 2024	\$ 175.00	General
			\$1,555,479.63	

Jasper County FEMA Project Augmentation

The Jasper County Surveyor's office, the county commissioners, and Gutwein Excavating deserve all the credit for the pace and efficiency of the work.

As I mentioned in the preamble, the major portion of this two-mile long project is complete. The bank re-grading and rock placement was essentially done by the end of February, which is an accomplishment in and of itself. Other than the week when ice covered the Kankakee, river conditions were excellent for this time of year.

When the weather warms, the last step will be to place soil, seed, and erosion matting above the ordinary high-water mark.

State Line Bridge

In preparing the worksite for the bridge removal, we probably will have to mitigate about a quarter of an acre of forested wetland. Rather than devise our own mitigation plan, I tentatively authorized Butler, Fairman, and Seufert to arrange purchase of wetland credits through the state's *In Lieu Fee* program. After communication with the engineer, I understand the cost would probably be less than \$25,000 and could be funded through this year's allocation for the project.

At BFS, they expect permit applications to go out within the next two weeks.

Yellow River Projects, Phases III and IV

I expect that work on Phase III downstream of State Road 23 will not resume until this summer. Phase IV in the vicinity of IN-8 is currently under design. Site survey work was already underway before the end of February.

As mentioned in the financial report, I also applied for a \$100,000 LARE grant to help support the cost of the Phase III project.

Kankakee FWA Water Control Structure Redesign

In January, Bill Crase and I met with Dave Eichelberger from Burke Engineering and DNR staff to discuss project design details and considerations. For instance, we need to ensure that any water control structure changes can accommodate the range of heavy equipment present on the property.

While details still require careful calculation, in concept we look to notch two of the cross-levees while raising the spillway on the Yellow River. We think these reasonable changes will serve both our flood mitigation mission and the DNR's waterfowl programs on the property.

Yellow River emergent island pilot project

After consultation with regulators and our Starke County members, I have engaged with Wessler Engineering to assess how we might integrate our pilot project island within a small streambank reconstruction project. The island is only about 1200 cubic yards and could be repurposed within the immediate vicinity. While this approach might add some design costs, it would also vastly simplify permitting and be instructive for island removal at the Kankakee FWA. It is a pilot project, and we need the best chance for successful completion.

Logjam management

Since the last meeting, we finished, are working on, or contracted for logjam mitigation in the following sections:

- 1) The Yellow River logjams between IN-17 and Upas Road in Marshall County;
- 2) Between the Kingsbury boat launch and CR 1800 South in LaPorte County;
- 3) From Lomax Landing through the LaPorte-Porter County Line on the Kankakee;
- 4) Between Baum's Bridge and CR 250 West in Porter County; and
- 5) From the Clay Street bridge in Lake County to I-65.

We also have removed logs from several bridges and isolated jams and fallen trees throughout both rivers. I also have identified an access maintenance project upstream of the Wildwood Subdivision in Lake County that will allow logjam mitigation in that section.

Bank repairs

I am pleased to report that Indiana DNR has issued a General License for bank repairs of less than 300-feet. As long as we provide the Department with general information and abide by material and design requirements, we will be able to make needed repairs without first having to obtain a Construction in a Floodway permit. There is major praise to be handed out for this decision.

Sediment traps

When conditions permit, Derflinger and Son will construct a new sediment trap near 200 East in Starke County on the Yellow River. Permits have already been issued for the trap.

Bylaws for Technical Committee

Following consideration after the last meeting, I again suggest that the Commission consider amending its bylaws regarding the Technical Advisory Committee. We have a number of new people who are eligible to serve on the committee. We always value fresh perspectives, but continuity and river experience are equally important to the committee's advisory function.

At the last meeting, I distributed language that would allow the Commission to add advisory committee members at its discretion. The draft bylaw amendment is essentially the same as the one distributed prior to the last meeting. The only substantive addition deals with standing proxies for county surveyors, a practice which has been employed before without incident or objection.

Kayak/Canoe Launch,

This week, I requested an amendment to our Phase III permit to allow the construction of a public kayak launch just upstream from IN-23. The project is in partnership with the Starke County Park Board and within the footprint of our current streambank reconstruction project. With favorable consideration, I hope construction will finish in June before we resume bank work in the immediate vicinity.

Lake County levee inspection

We have a quote from Wessler Engineering to inspect approximately twenty (20) miles of levees in Lake County. I expect that the cost of approximately \$97,000 will be spread over at least two years with some likely partnership assistance from the Lake County Drainage Board.

While most of the levee network lies outside of our easement, they are fundamental to our overall flood mitigation mission. The levees apparently have never undergone a formal inspection. Most property owners do their best to monitor their condition, but just last week I encountered a levee section that was completely inundated with honey suckle. We directly share Lake County's interest in fully assessing where maintenance might be needed. Overall, we are lucky to have these assets.

If necessary, we could cover this year's expenses out of the miscellaneous technical services budget. Without yet knowing the level of Lake County's participation, I recommend that we accept Wessler's quote and only complete the data portions until we know Lake County's level of participation.

Private Gauge at Crumstown Highway in St. Joseph County

After a number of discussions with St. Joseph County officials regarding major economic development in the watershed near New Carlisle, it is evident that we need to more upstream monitoring capability.

County officials are pleased by our plans to install a gauge from OTT/Hydromet to monitor water levels at the official beginning of the Kankakee River. This would be the same type of device we successfully installed at Bremen on the Yellow River. The data will support the model for changes related to the new Amazon plant and the Niespodziany Ditch.

The cost for the gauge construction and shipment is \$7,207.54. A \$10,000 increase in the river gauge line-item should cover the gauge and separate cost of the installation.

Public affairs

I was asked to participate in the Indiana Water Roundtable, a group of Indiana business leaders with a stake in the development of state water policies. The group's organizers wanted to include at least one river basin commission director, and I thought it was important to remain engaged with statewide water interests. Our next meeting is this coming Monday in Indianapolis.

It is the season of soil and water dinners. This year I am attending or have attended the ones in LaPorte, Porter, Starke, and Jasper Counties.

This past Saturday, we had a full house at the LaPorte County Farm Bureau breakfast in Union Mills. It was gratifying to hear so many kind words about our work.

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 LaPorte County, I welcome any issues I can resolve in advance.



RESOLUTION 1-2025

WHEREAS, the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”) has one full-time employee; and

WHEREAS, the Commission historically has made its wage and salary information publicly available through its annual budget adoption process; and

WHEREAS, in its recent review, the Indiana State Board of Accounts recommended that the Commission annually adopt a separate wage and salary schedule for its employee(s); and

WHEREAS, the Commission intends to comply with all State Board of Accounts recommendations and directives;

THEREFORE, BE RESOLVED THAT the Commission adopts the salary schedule below to reflect Calendar Year 2025 bimonthly salaries and bimonthly salaries in the previous years of the Commission.

	GROSS SALARY PER PAY PERIOD (24/year), RETROACTIVE TO CY2019						
<u>Position</u>	<u>CY2019</u>	<u>CY2020</u>	<u>CY2021</u>	<u>CY2022</u>	<u>CY2023</u>	<u>CY2024</u>	<u>CY2025</u>
Executive Director	4,792.00	4,792.00	4,792.00	4,792.00	5,458.33	5,622.08	5,622.08

ADOPTED BY COMMISSION, March 7, 2025

Craig D. Cultice, Secretary

ATTACHMENT 3

KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT COMMISSION BYLAWS

PREAMBLE

Under IC 14-13-9, the Kankakee River Basin and Yellow River Basin Development Commission is empowered to adopt rules for the transaction of business. The following bylaws are intended to reflect provisions of Indiana law governing the Commission and to provide further order in the execution of its statutory powers and duties.

I. MEMBERSHIP

Section 1. Appointments

The Commission is comprised of nine (9) members. The county executives in Jasper, Lake, LaPorte, Marshall, Newton, Porter, Starke, and St. Joseph Counties will each appoint one (1) member. The ninth member shall be the Director of the Indiana Department of Natural Resources or the Director's designee.

Section 2. Terms

The length of a member's term is four (4) years. However, initial appointments by the executives of LaPorte, Marshall, Porter, and Starke Counties shall be two (2) years in length, and four (4) years for each successive appointment. Lengths of terms notwithstanding, a member's period of service continues until a successor is appointed. Terms continue until a successor is appointed.

Section 3. Non-Voting Members

At the Commission's discretion, one (1) non-voting member appointed by the county executive in Iroquois County, Illinois and one (1) non-voting member appointed by the county executive Kankakee County, Illinois may be invited to serve on the commission as non-voting members. Non-voting members are ineligible to serve as officers of the Commission.

Section 4. Qualifications

All members must possess a background in construction, project management, flood control, drainage, or another similar professional background.

Section 5. Verification of Membership

An appointment of a member is verified when 1) denoted in writing on standard letterhead of the appointing authority, signed by an authorized representative of the appointing authority, and received and reviewed by the Commission or the Commission's authorized

representative; 2) reflected in the minutes or official records of the appointing authority; or 3) recorded in the video or digital record of the appointing authority's proceedings.

Section 6. Vacancies

If a member vacates a position on the Commission, the member's appointing authority may appoint a new member to complete the vacating member's unexpired term.

Section 7. No Action by Appointing Authorities

If a county declines to make an appointment to the Commission by September 1, 2019, the Surveyor of that county will be accepted as a voting member of the Commission for a term consistent with those described in Section 2.

Section 8. Reappointment

A member who is appointed to the commission is eligible for reappointment.

II. QUORUM

A quorum is constituted by the presence of five (5) voting members, and the affirmative votes of (5) members are required for any action taken by the Commission.

III. VOTING

Section 1. Any member appointed under Article I, Section 1 may vote.

Section 2. A vote shall be recorded at the request of any voting member upon being seconded by another voting member.

Section 3. At least five (5) affirmative votes are required for the commission to take any action.

Section 4. Any voting member may allow a proxy, designated in advance in writing, to cast a vote on his or her behalf. However, for the Commission to take any action, at least five (5) affirmative votes must be cast by members appointed under Article I, Section 1 and IC 14-13-9-9.

IV. OFFICERS

Section 1. Election of Officers

At the first meeting following July 1 of every year, the Commission shall elect from among its voting members a Chair, Vice-Chair, Secretary, and Treasurer.

Section 2. Terms of Officers

The terms of officers shall last no more than one (1) year. Officers may be re-elected, although it is the goal of the Commission to encourage a regular rotation of members serving as officers.

Section 3. Duties of the Chair

The Chair shall preside over meetings of the Commission, appoint the chairpersons and members of all standing committees, appoint special committees, and serve as an ex-officio member of all standing committees. The Chair shall represent all other functions usually attributed to the office.

Section 4. Duties of the Vice-Chair

The Vice-Chair shall perform the functions usually attributed to the office, including chairing meetings of the Commission when the Chair is absent. The Vice-Chair shall become Chair when the Chair position becomes vacant.

Section 5. Duties of the Secretary

The Secretary shall ensure accurate minutes of all meetings of the Commission and standing committees, ensure the maintenance and safekeeping of official files, and assist the Chair with official correspondence, and maintain a roll of members.

Section 6. Duties of the Treasurer

The Treasurer shall oversee the funds of the Commission, a duty which includes monitoring their disbursement as authorized by the Commission; ensuring the accurate accounting or receipts and disbursements; making reports to the Commission; verifying annual financial statements for official report or publication; assist in the drafting of the annual budget; and ensuring the submission of all reports required by law. The treasurer of the commission may receive, disburse, and handle money belonging to the commission, subject to applicable statutes and procedures established by the commission.

Section 7. Other Officers

The Commission may establish and fulfill other offices it deems necessary.

Section 8. Vacancies

In the case of a vacancy of in the position of Chair, the Vice-Chair shall become the Chair for the remainder of the Chair's unexpired term. In the event of vacancies of all other offices, the Commission may elect from among the voting members a replacement to complete the unexpired term of the vacated office.

V. DUTIES OF COMMISSION MEMBERS

Section 1. Meeting attendance and conduct

Members are expected to attend all or a substantial number of Commission meetings; to participate in Commission discussions; to share their unique expertise with the Commission

and the public; to act and speak with civility; to promote good order; and to avoid impugning the views or motives of other Commission members.

Section 2. Fulfillment of Legal Obligations

Members are expected to help fulfill and exercise the powers, duties, and obligations of the Commission as defined in IC 14-13-9 and elsewhere in Indiana law.

VI. MEETINGS

Section 1. Frequency

The Commission shall meet no less than four times per year. Otherwise, the Commission shall meet on the call of the Chair, the Commission's Executive Director, or a quorum of voting members.

Section 2. Meeting Conduct

Unless otherwise stated in these bylaws, all meetings shall be conducted in a manner consistent with *Robert's Rules of Order* as revised and updated from time to time.

Section 3. Remuneration of Commission Members for Meetings

Commission members are entitled to per diem and travel reimbursement as permitted under IC 4-10-11-2.1(b) and travel policies and procedures established by the Indiana Department of Administration.

VII. TECHNICAL ADVISORY COMMITTEE

Section 1. Establishment

Indiana law establishes a formal advisory committee comprised of the North-Northwest Regional Director of the Indiana Association of Soil and Water Conservation Districts and the Surveyor of each county represented on the Commission. However, if a Surveyor is appointed to the Commission, the county executives in that county shall appoint an advisory committee member in the place of the surveyor.

In order to ensure sufficient expertise and continuity of knowledge on the advisory committee, the Commission may add members to the advisory committee under its general authority to create advisory panels under Indiana law. These additional members shall be approved by the Commission upon recommendation of the Executive Director or any Commission member.

The terms of such additional members shall be for no more than four (4) years. When adding additional members, the Commission shall ensure that the member possesses expertise in agriculture, drainage, regulatory affairs, hydrology, surveying, project planning, or similar areas of knowledge.

Additional advisory committee members appointed by the Commission may not serve as chairs or officers of the advisory committee.

Unless appointed to serve on the Commission, County Surveyors may designate a standing proxy to serve on the advisory committee or defer to their county executive's designation of a standing proxy.

Section 2. Chair

The first Chair of the Technical Advisory Committee shall be appointed by the Chair of the Commission. The Committee may select other officers it deems necessary. Effective July 1, 2020, all officers shall be elected by a vote of the Committee.

Section 3. Records

The Committee shall keep a record of all of its business and recommendations.

Section 4. Meetings

The Committee shall meet at the direction of the Commission

Section 5. Duties

At the direction of the Commission, the Committee shall receive information, conduct hearings, and issue written recommendations regarding the Commission's work, projects, and plans.

Section 6. Remuneration for Meetings

Committee members are not entitled to per diem or mileage expense reimbursement, although the Commission may decide to budget resources for this purpose.

VIII. OTHER COMMITTEES

The Chair of the Commission may appoint special committees and advisory committees, including but not limited to a budget committee, nominating committee, personnel committee, and communications committee.

IX. STAFF

The Commission may employ an Executive Director and other persons deemed necessary to advise the Commission and carry out its policies, procedures, and directives.

X. BUDGET

The Commission shall adopt an annual budget as soon as practicable in each calendar year, and submit the budget to each county, municipality, or agency appropriating money for the use of the commission. After approval of the budget by the commission, money may be

expended only as budgeted unless a majority vote of the commission authorizes other expenditures.

XI. RECORDS

The commission shall keep a record of the commission's resolutions, transactions, and findings. Such records shall be made available to the public in a manner consistent with Indiana law.

XII. AMENDMENTS

These bylaws may be amended by majority vote at any regular meeting of the Commission, provided that proposed amendments have been sent to the Commission at least two (2) calendar weeks in advance of the meeting.

DRAFT

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December 13, 2024

Mr. Scott Pelath, Executive Director
Kankakee River Basin and Yellow River Basin Development Commission
460 Lincolnway, Suite 322
Valparaiso, Indiana 46384

Re: Proposal for Professional Services
Lake County Levee Inspection and Assessment

Dear Mr. Pelath:

We are pleased to present this Proposal to the Kankakee River Basin and Yellow River Basin Development Commission (hereinafter referred to as OWNER) to provide Professional Services in conjunction with the Lake County Levee Inspection and Assessment project.

I. PROJECT DESCRIPTION

One of the recommendations of the Kankakee River Flood and Sediment Management Work Plan (hereinafter referred to as Work Plan) is to maintain select berms where they are continuous and appear to provide some level of flood protection for large areas. Per the Work Plan, the intent of such maintenance is to implement the maintenance and repair measures necessary to keep the berms in place, including preventing bank failures, preventing the release of sediment into the Kankakee River, and maintaining top of berm elevations.

Two of the berms identified by the Work Plan as “to be maintained” include the Williams and Brown Levees (Attachment No. 4), which are existing setback berms that provide large areas of Lake County with flood protection.

The Williams Levee extends approximately 56,000 linear feet (LF) along the south side of the Williams Ditch (aka Ernie Niemeyer Creek), extending easterly from the Indiana-Illinois State Line to the Monon Railroad (aka Chicago, Indianapolis & Louisville Railroad) right-of-way at Shelby.

The Brown Levee extends approximately 49,300 LF from this point, extending easterly from the Monon Railroad right-of-way, initially along Shelby Road and 240th Avenue, then along the north side of the Kankakee River, and then along the north side of Brown Levee Ditch No. 3 – Section A to I-65. From I-65, the Brown Levee extends along 217th

Avenue to Clay Street, parallel to Brown Levee Ditch No. 3 – Section C, then along the north side of Brown Levee Ditch No. 3 – Section B, including along Dike Road and Union Street, to the upstream end of Brown Levee Ditch No. 3 – Section B.

It is our understanding that neither the Williams Levee nor the Brown Levee has been previously inspected and/or that neither OWNER nor the Lake County Surveyor's Office (hereinafter referred to as SURVEYOR) has been able to locate any records indicating that such levees have been previously inspected.

Since neither of the levees has been previously inspected, this project, known as the Lake County Levee Inspection and Assessment project, includes an initial inspection of the levees. The purpose of the inspection is to identify visible signs of distress or damage on the levees, such as erosion, settlement, seepage, animal burrows, and unwanted vegetation, as well as potential sources of failure along the levees, including pipe penetrations, closure structures, and levee modifications. Based on the results of the inspection work, the condition of each of the levees will be assessed, areas that warrant further, ~~more~~ detailed investigation will be documented, and maintenance and repair measures necessary to maintain the setback berms in place will be identified.

This project is intended to assist OWNER and SURVEYOR with the maintenance of the Williams and Brown Levees. OWNER and SURVEYOR will use the results of the project to identify areas that warrant further, more detailed investigation and to plan, design, and complete necessary berm maintenance and repair work. This project is herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. LEVEE INSPECTION AND ASSESSMENT

1. Meetings and Coordination

- a. Prepare for and conduct a kick-off meeting with the OWNER and SURVEYOR to confirm the PROJECT background, goals and objectives, budget, schedule, and other constraints. This meeting will provide all parties the opportunity to discuss the PROJECT, including PROJECT-related issues and criteria, and will be used to confirm the ENGINEER's scope of services and project approach, clarify responsibilities, and establish how information will be exchanged between the OWNER, SURVEYOR, and ENGINEER. This meeting will be conducted "in person" or, if necessary, via videoconference.

- b. Prepare for and attend up to three (3) PROJECT-related meetings, with the OWNER and/or SURVEYOR, throughout the duration of the PROJECT, which will be conducted on an as-needed basis. PROJECT-related meetings may be conducted regarding the development of the Geographic Information System (GIS) infrastructure needed to facilitate the inspection and assessment work, the results of the “beta testing”, as described below, the technical memorandum summarizing the levee inspection and assessment work, and other PROJECT-related concerns. Such meetings may be conducted “in person” or via videoconference.
2. Project Management
 - a. Provide project management services for the duration of the PROJECT including managing resources, facilitating communication, and providing quality assurance and quality control to ensure successful completion of the PROJECT.
 - b. Provide OWNER with regular updates about the PROJECT, throughout the duration of the PROJECT, to keep OWNER informed about the status of the PROJECT.
3. Preparation
 - a. Data Collection and Review
 - (1) Obtain, compile, and review existing available PROJECT-related information, including: PROJECT-related GIS data available from the Lake County Surveyor’s Office, such as digital elevation data, contour data, right-of-way and property line data, regulated drain data, property ownership data, and aerial photography; PROJECT-related data available from the Lake County Surveyor’s Office, including information about the Williams and Brown levees, including information about their design and construction; and, information from the Lake County Surveyor’s Office about the location of known problem areas or areas of concern along the levees that may warrant more detailed investigation during the inspection and assessment.
 - b. Delineate Levee Management Units
 - (1) Using Environmental Systems Research Institute (ESRI) Geographic Information System (ArcGIS), delineate levee management units along the Williams and Brown Levees in order to define the organizational units for the PROJECT and levee management units for OWNER and SURVEYOR. ENGINEER will delineate individual segments of the levees that, based on available GIS data, have relatively consistent characteristics and that can be successfully inspected and assessed in approximately one (1) half day (i.e., four (4) hours).

While the length of levee that can be inspected and assessed in one day can vary based on a number of factors, including the complexity of the levee system, site conditions, weather conditions, and the level of detail associated with the inspection and assessment work, ENGINEER assumes that a 2-person field crew can inventory and assess 8,000 LF of levee per day. Therefore, the levee management units delineated as part of this PROJECT will be approximately 4,000 long.

c. Develop GIS Infrastructure

- (1) Develop a custom ESRI ArcGIS project geodatabase, which will house all of the data that is collected over the course of the PROJECT, and that will be compatible with SURVEYOR'S existing ESRI ArcGIS geodatabase. ENGINEER will host the project geodatabase online via ESRI ArcGIS Online (AGOL) for the duration of the PROJECT until all of the data has been successfully transferred to SURVEYOR'S existing geodatabase.
- (2) Develop a custom data collection form, using ESRI ArcGIS Field Maps, to facilitate the levee inspection and assessment work. The custom data collection form that will be developed for the PROJECT will be capable of including any and all physical data and/or attributes that OWNER and SURVEYOR would like to collect about each of the levees. ENGINEER assumes that the data collection form will be designed to include and/or evaluate: coordinates, vegetative cover, encroachments, stability, erosion, settlement, depressions, cracking, animal burrows, pipe penetrations, bank protection, seepage, and photographs.
- (3) As part of development of the custom project geodatabase and custom data collection form, ENGINEER will establish a detailed and well-defined data schema, in accordance with the ESRI local government data model schema, for all asset attributes to facilitate efficient and consistent data collection during the inventory and assessment work. As part of the data schema, a custom levee management unit ID schema, based on the levee management unit delineation, will be developed.
- (4) Develop a custom condition assessment rating system for the levees. ENGINEER envisions that the condition assessment rating system will be based on a numerical scale, with lower numbers representing worsening conditions, and that the rating system will not include one overall levee management unit condition rating but will instead include individual ratings for each attribute and/or component of the levees that is inspected. Such component-level ratings are generally of

greater utility to those, such as OWNER and SURVEYOR, who need to understand the nature of any identified issues in order to take appropriate action.

4. Beta Testing

- a. Conduct “beta testing” on the GIS infrastructure developed as part of the PROJECT, including the custom project geodatabase, custom data collection form, and custom asset condition assessment rating system in order to ground-truth the levee inspection and assessment process, provide OWNER and SURVEYOR with an opportunity to review and comment on the process, and allow ENGINEER to address any comments from OWNER and SURVEYOR and to make any necessary changes to the GIS infrastructure before beginning the levee inspection and assessment work in earnest.
- b. As part of the “beta testing”, ENGINEER will inspect and assess, using the custom project geodatabase, custom data collection form, and custom condition assessment rating system, up to 24,000 LF of levee, using a 2-person field crew to conduct the inspection and assessment work.
- c. Review and discuss the results of the “beta testing” with OWNER and SURVEYOR, at a PROJECT-related meeting, address any comments regarding the levee inspection and assessment process, and make any necessary changes to the GIS infrastructure developed as part of the project, including the custom project geodatabase, custom data collection form, and custom condition assessment rating system before beginning the levee inspection and assessment work in earnest.

5. Levee Inspection and Assessment Field Work

- a. Using the GIS infrastructure developed as part of the project, including the custom project geodatabase, custom data collection form, and custom condition assessment rating system, inspect and assess up to 115,300 LF of levee, including up to 56,000 LF of levee along the Williams Levee, and up to 49,300 LF of levee along the Brown Levee, using a 2-person field crew to conduct the inspection and assessment work. In preparing an estimate of the level of effort required to complete the inspection and assessment field work, ENGINEER has assumed that the entire length of both of the Williams and Brown Levees is driveable.
- b. Use the custom data collection form and custom condition assessment rating system to inspect and assess the condition of each levee management unit, collecting information on the physical data and/or attributes that OWNER and SURVEYOR have selected for inclusion and/or evaluation, and rating the condition of each such attribute. In preparing an

estimate of the level of effort required to complete the inspection and assessment field work, ENGINEER has assumed that the inspection and assessment work will include and/or consider the following physical data and/or attributes: coordinates, vegetative cover, encroachments, stability, erosion, settlement, depressions, cracking, animal burrows, pipe penetrations, bank protection, seepage, and photographs.

- c. Collect photographs of each levee management unit and each point of interest (e.g., encroachments, stability issues, settlement issues) within each levee management unit.
 - d. Geospatially locate each end of each levee management unit and each point of interest (e.g., pipe penetrations, erosion issues, seepage issues) within each levee management unit.
6. Levee Inspection and Assessment Data QA/QC
- a. Provide daily Quality Analysis/Quality Control (QA/QC) of the levee inspection and assessment data to identify and correct any data collection errors or inconsistencies as early as possible in the data collection process.
 - b. Provide weekly QA/QC of the inspection and assessment data to ensure that the data is accurate, consistent, complete, in accordance with the established data schema, and in accordance with the established condition assessment rating system, and to identify and correct any errors or inconsistencies in the data.
 - c. Once the daily and weekly QA/QC checks have been completed, the levee inspection and assessment data will be housed in ENGINEER's ESRI ArcGIS project geodatabase until it is transferred to SURVEYOR'S existing ESRI ArcGIS geodatabase. ENGINEER will maintain the integrity of the data until such time of transfer.
7. Levee Inspection and Assessment Report
- a. Prepare a technical memorandum summarizing the levee inspection and assessment field work. Based upon the results of such field work, ENGINEER will identify areas that warrant further, more detailed investigation and will develop recommendations for maintenance and repair measures necessary to maintain the setback berms in place.
 - b. Furnish a digital (.pdf) copy of a draft technical memorandum to OWNER and review it with OWNER and SURVEYOR at a PROJECT-related meeting (hard copies will be provided upon request). The meeting will include sufficient presentation materials so that OWNER and SURVEYOR can review and provide input on the technical memorandum. The meeting will discuss the results of the inspection and assessment field work, as well as those areas that warrant further, more detailed investigations and

recommendations for levee maintenance and repair. Within 21 days of the meeting, OWNER and SURVEYOR shall provide ENGINEER any additional comments on the draft technical memorandum.

- c. ENGINEER shall address OWNER'S and SURVEYOR'S comments, prepare a final technical memorandum, and submit an electronic (pdf) copy of the final technical memorandum to OWNER. Hard copies of the final technical memorandum shall be provided to OWNER upon request.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT.

IV. INFORMATION TO BE PROVIDED BY OWNER

OWNER to provide available information such as construction plans, as-built plans, previous studies, previous inspection reports, GIS data, and other available information regarding the levees to ENGINEER.

V. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II.A shall be on a time and materials basis in the not-to-exceed amount of \$96,900.00, as detailed in Attachment No. 3. ENGINEER may allocate dollars between the individual tasks within the total not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.
- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule (Attachment No. 2) in effect at the time the services are performed.

VI. SCHEDULE

The proposed schedule is as follows:

Activity	Days from Notice-to-Proceed
Kick-off Meeting	15 days
Draft Technical Memorandum	150 days
Technical Memorandum Review Meeting	165 days
Final Technical Memorandum	195 days

VII. STANDARD TERMS AND CONDITIONS

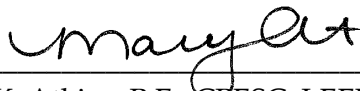
The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.


This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this 12th day of March, 2025.

ENGINEER
WESSLER ENGINEERING, INC.



Mary K. Atkins, P.E., CPESC, LEED AP
Vice President

Attest: 

Michael E. Novotney, P.E.
Senior Project Manager

Date: 12/13/2024

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

LOCAL OFFICE:
379 East 84th Drive
Merrillville, IN 46410

MEN:jmw/Clients/Kankakee RBYRB/P03744/Kankakee Lake Co Levee Inspection

Attachments: No. 1 – Standard Terms and Conditions
 No. 2 – 2025 Hourly Rate and Reimbursable Expense Schedule
 No. 3 – Fee Justification
 No. 4 – Williams and Brown Levees Exhibit

OWNER
KANKAKEE RIVER BASIN & YELLOW
RIVER BASIN DEVELOPMENT
COMMISSION

John R. McNamara
Chair

Attest: _____
Bill Emerson, Jr., P.E.
Vice Chair

Date: _____

ADDRESS FOR GIVING NOTICE:
Kankakee River Basin & Yellow River
Basin Development Commission
460 Lincolnway, Suite 322
Valparaiso, IN 46384



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ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Applicability; Agreement

A. These Standard Terms and Conditions (these "Terms") govern the purchase of the Services by Owner from Engineer. The Agreement to which these Terms are attached (the "Agreement") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Owner's general terms and conditions of sale regardless whether or when Owner has submitted its sales confirmation or such terms. This Agreement expressly limits Owner's acceptance to the terms of this Agreement. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

B. Engineer shall provide, or cause to be provided, the Services as described in this Agreement, and Owner shall pay Engineer for such Services in accordance with the terms of this Agreement.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all

responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party (as the "Terminating Party") with thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party (the "Non-Performing Party") through no fault of the Terminating Party; provided, however, the Non-Performing party shall have 14 calendar days from the receipt of the Terminating Party's notice to cure such non-performance or submit a plan cure acceptable to the Terminating Party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon thirty days' written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus all costs or expenses incurred by Engineer as a result of Owner's termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities. During the term of this Agreement, Owner shall (at its sole cost and expense):

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or its representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for Engineer to enter upon all property required for the performance of Engineer's Services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.



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G. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

Owner shall perform all of its responsibilities under this Agreement in a prompt manner so as not to prevent Engineer from performing the Services in a timely manner.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof (collectively, "Disputes") in good faith for a period of thirty days from the date of notice.

B. If the parties are unable to resolve a Dispute within thirty days, Owner and Engineer agree that they shall then submit any and Disputes to mediation by a mutually agreed upon third party mediator. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. Engineer shall perform the Services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains all right, title and ownership (including ownership of all intellectual property rights) to such documents, whether or not the Project is completed.

D. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENGINEER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO ENGINEER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500,000.00, WHICHEVER IS LESS.

E. No party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than any payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

F. Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

G. Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

H. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

I. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



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J. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

K. Confidential Information. All confidential or proprietary information of a party disclosing such information (as the "Disclosing Party") disclosed by Disclosing Party to the other party (as the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing or required by applicable law. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; or (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

10. Subconsultants

A. Subconsultants used by the Engineer are listed in the Main Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

11. Statutory Provisions

A. Non-Discrimination. Engineer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

B. E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Owner, Engineer is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Engineer hereby states that it does not knowingly employ an unauthorized alien. Engineer further affirms that, prior to entering into this Agreement with Owner, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

C. Non-Appropriation. The parties acknowledge that Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Owner's fiscal body should fail to appropriate sufficient funds to continue Agreement, it will become null and void. Owner shall not be obligated to perform unless and until sufficient funds are appropriated. Owner agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Owner agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.



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ATTACHMENT NO. 2

2025 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$250/\$265
Senior Project Manager I/II	\$220/\$250
Senior Project Engineer I/II	\$220/\$250
Project Manager I/II	\$170/\$185
Assistant Construction Project Manager	\$155
Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Engineer	\$125
Electrical/Control System Senior Project Manager I/II	\$220/\$265
Electrical/Control System Senior Project Engineer I/II	\$220/\$240
Electrical/Control System Project Manager I/II	\$170/\$185
Electrical/I&C Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Electrical/I&C Engineer	\$125
Control System Engineer I/II/III/IV	\$140/\$155/\$170/\$195
Control System Technician I/II	\$95/\$105
Environmental Services Senior Project Manager I/II	\$175/\$190
Environmental Services Project Manager I/II	\$150/\$160
Environmental Services Assistant Project Manager	\$115
Environmental Scientist I/II/III	\$90/\$100/\$120
Senior CAD Manager I	\$190
CAD Manager I/II	\$145/\$160
GIS Manager I/II	\$130/\$155
Senior Designer I/II	\$135/\$150
Designer	\$120
GIS Technician I/II/III	\$100/\$115/\$125
Technician I/II/III/IV	\$75/\$95/\$105/\$115
Senior Resident Project Representative I/II	\$130/\$140
Resident Project Representative I/II/III/IV	\$80/\$100/\$110/\$120
Senior Field Services Manager	\$160
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$220
Senior Survey Technician	\$165
Survey Manager I/II	\$135/\$145
Survey Crew Chief I/II/III/IV	\$90/\$110/\$120/\$135
Utility Coordinator	\$135
Senior Project Analyst	\$145
Project Analyst I/II	\$110/\$125
Project Coordinator	\$90
Project Administrator	\$70



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Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$30.00 per hour
Drone Equipment		\$30.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 1, 2025

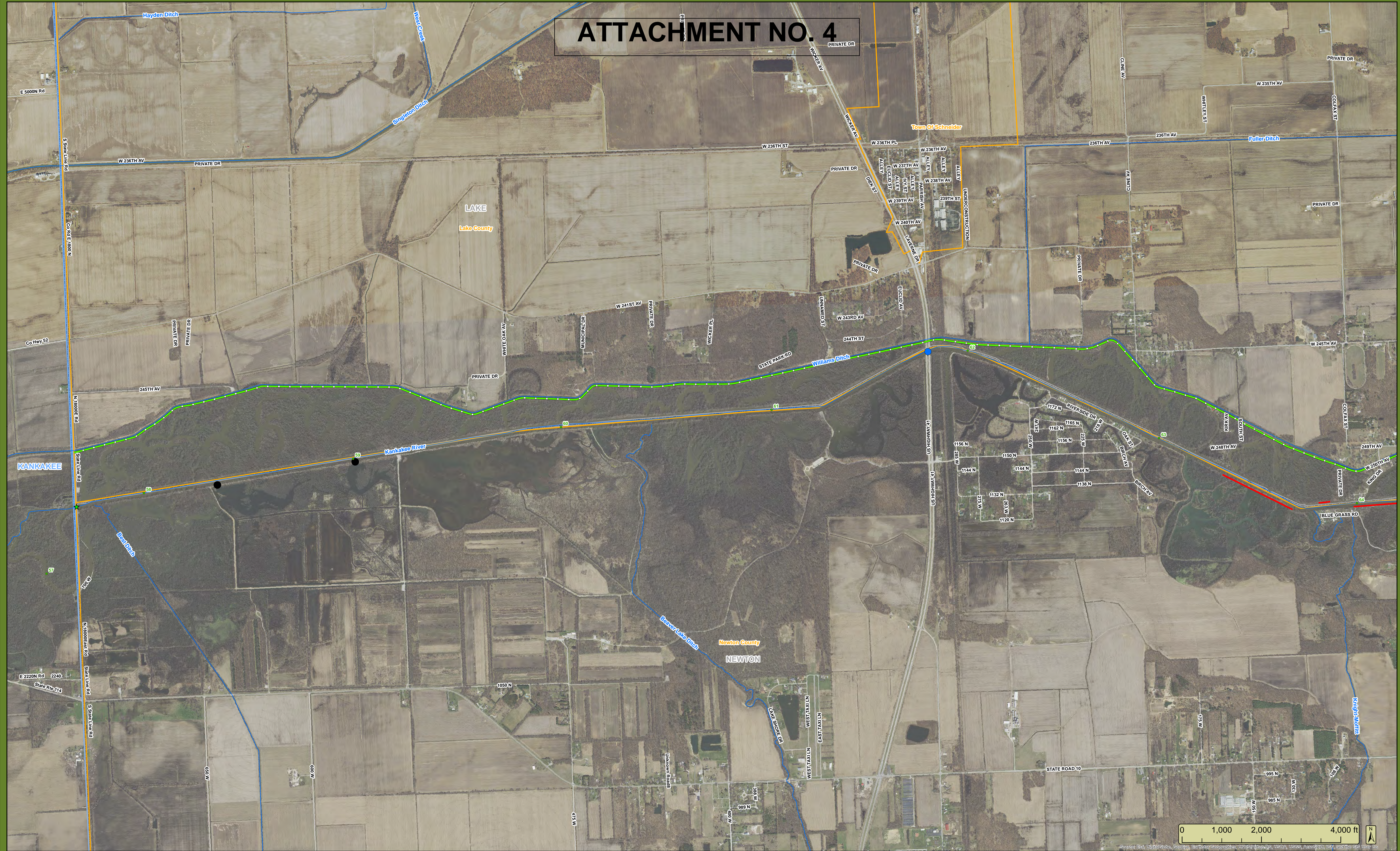


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ATTACHMENT NO. 3
FEE JUSTIFICATION

Project Name		Principal	Env. Svcs.	Env. Svcs.	Engineer I	GIS	GIS	GIS	Survey	Project	
Kankakee River Basin, Lake County Levee Inspections		Engineer	Sr. PM II	Sr. PM I		Mgr II	Tech III	Tech II	Crew Chief III	Analyst II	FEE
		\$ 250.00	\$ 250.00	\$ 220.00	\$ 125.00	\$ 155.00	\$ 125.00	\$ 115.00	\$ 120.00	\$ 125.00	
Tasks 1 & 2: Project Coordination and Management		5	25	0	4	19	0	0	0	5	\$ 11,570.00
Task 3: Preparation		0	28	0	16	39	20	8	0	0	\$ 18,465.00
Task 4: Beta Testing		0	4	0	24	10	0	0	24	0	\$ 8,430.00
Tasks 5 - 7: Levee Inspection and Assessment		2	58	4	116	56	0	0	96	8	\$ 51,580.00
Total Hours		7	115	4	160	124	20	8	120	13	

Labor	\$ 90,045.00
Expenses	\$ 6,855.00
	<u>\$ 96,900.00</u>



Legend

IDNR River Mile

Rivers / Streams / Ditches

Berm Modifications

Constructed Breach

New / Improved Setback Berm

Stabilize Unstable Slope

Berm Modifications (Continued)

Maintain Existing Berm

Road Improvement as Part of Setback Berm

Bridge Modifications

Remove & Replace

Remove

Maintenance Access Improvements

Channel-side Access Route

Improved Bridge Access Point

County & Municipal Boundaries

Indiana Counties

Illinois Counties

Corporate Limits

Christopher B. Burke Engineering, LLC

PNC Center, Suite 1368 South

115 West Washington Street

Indianapolis, Indiana 46204

(317) 266-8000 (317) 632-3306

PROJECT: Kankakee River Flood and Sediment Management Work Plan

TITLE: Recommended Workplan Components (Kankakee River)
(Sheet 4 of 15)

PROJECT NO. 18-0290

APPROX. SCALE 1"=1,000'

DATE: 06/2018

EXHIBIT 3



ATTACHMENT NO. 4



ATTACHMENT 5

COMMISSION
UPDATE

KANKAKEE RIVER

YELLOW RIVER



BASIN DEVELOPMENT COMMISSION

March 7, 2025


KANKAKEE RIVER BASIN AND
YELLOW RIVER BASIN
DEVELOPMENT COMMISSION

Scott D. Pelath, Executive Director

1



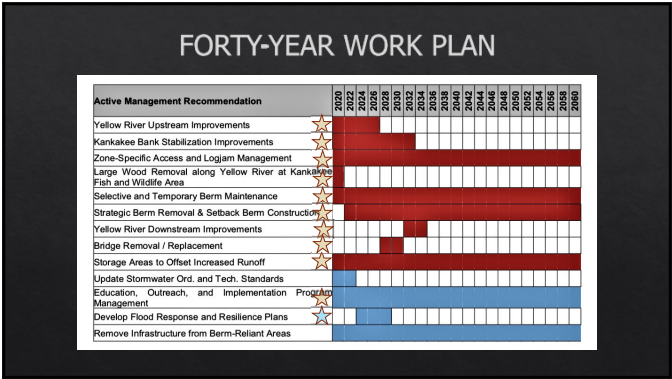
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MISSION

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

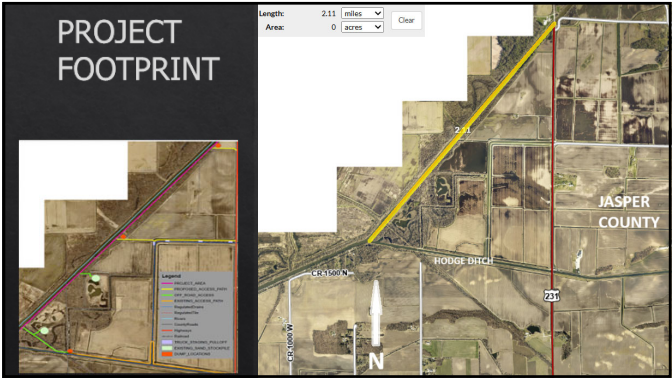
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JASPER COUNTY BANK STABILIZATION

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JASPER COUNTY PROJECT SITE -- BEFORE



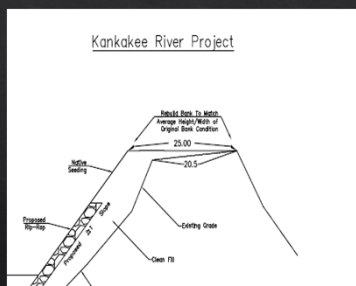
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JASPER COUNTY PROJECT SITE -- BEFORE



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JASPER COUNTY PROJECT CONCEPT



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JASPER COUNTY PROJECT SITE – JAN. 2025



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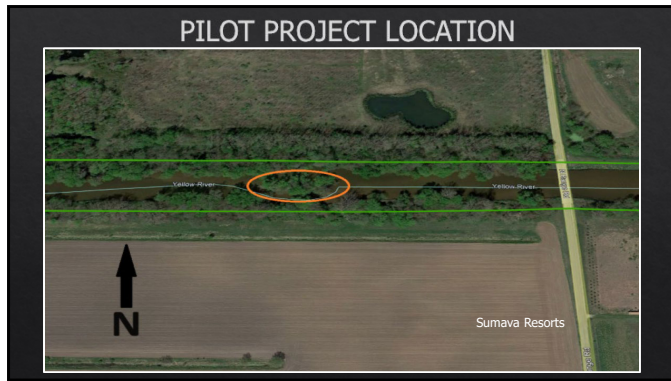
JASPER COUNTY PROJECT SITE – FEB. 2025



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EMERGENT ISLAND PILOT

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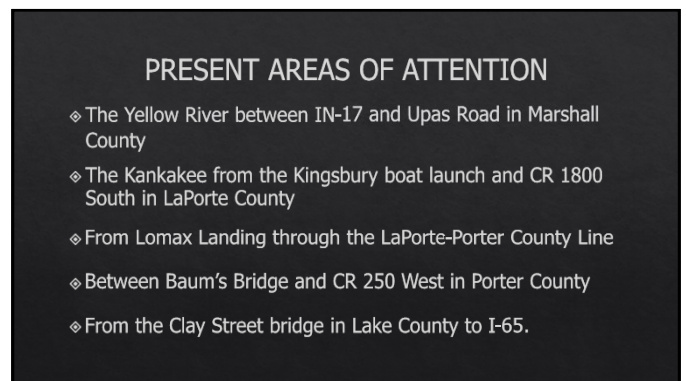
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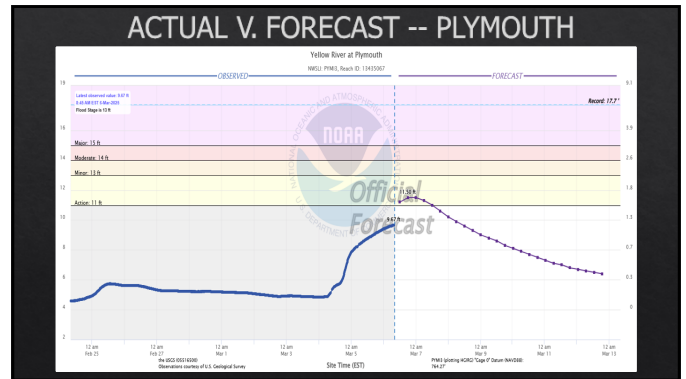
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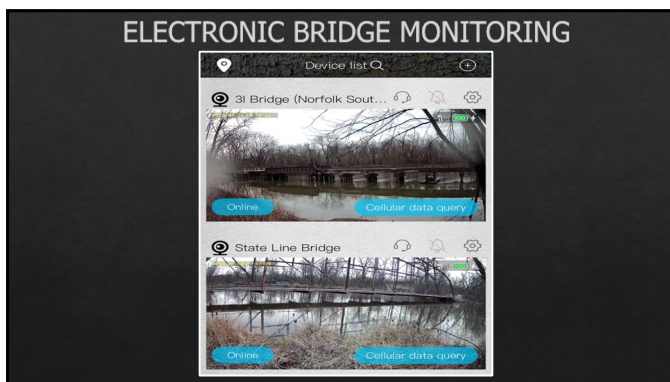
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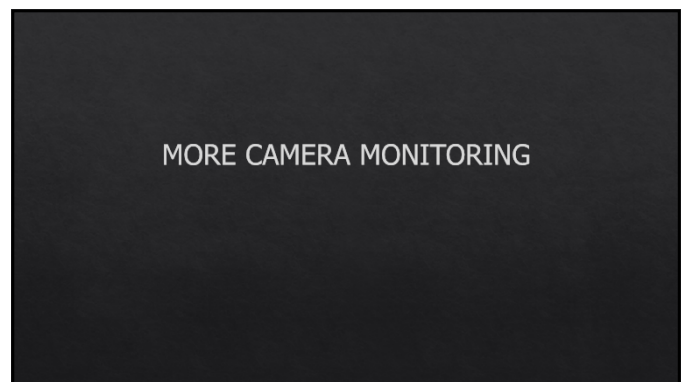
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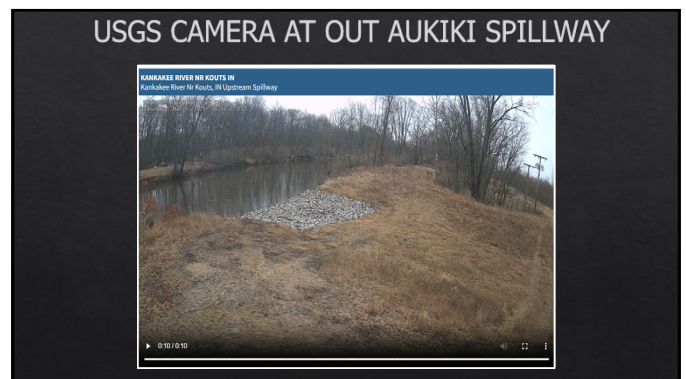
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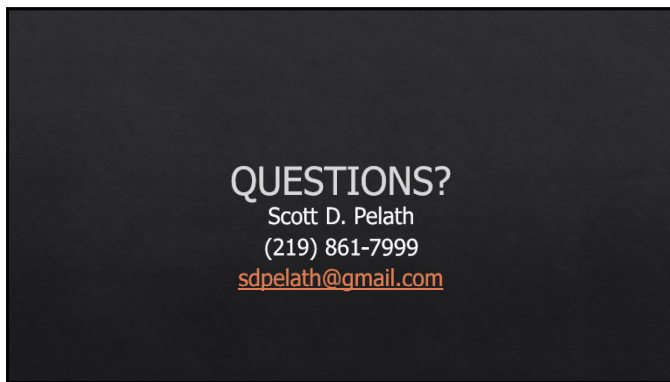
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