

*****MINUTES*****

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

**Friday, June 20, 2025
10:00 a.m. CDT/11:00 a.m. EDT**

**Knox Community Center
55 East Lake Street
Knox, Indiana 46534**

FOR THOSE PARTICIPATING ELECTRONICALLY

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

John McNamara, Chair, called the meeting to order at 10:00 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, John McNamara, Ryan Mueller, Dick Welsh, Todd Huntley (IL)

Approve proxies physically present: Beau Watkins for Rob Churchill

Members present via videoconference: Chelsey Gordon, Vince Urbano

Staff present: Scott Pelath, Executive Director

SELECTION OF OFFICERS FOR STATE FISCAL YEAR 2026

Dick Welsh moved that John McNamara as Chair, Bill Emerson as Vice Chair, Craig Cultice as Secretary, and Bill Crase as Treasurer be retained by acclamation as Commission officers for Indiana State Fiscal Year 2026. Ryan Mueller seconded the motion.

Crase – Y
Cultice – Y
Emerson – Y
Gordon – Y

McNamara - Y
Mueller – Y
Urbano – Y
Watkins for Churchill - Y
Welsh – Y

MOTION ADOPTED.

APPROVAL OF MINUTES FROM MARCH 7, 2025, MEETING

Bill Crase moved that the Commission approve the March 7, 2025, minutes. Craig Cultice seconded the motion.

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

MOTION ADOPTED.

FINANCE REPORT, CLAIMS, AND CHANGE ORDERS

A written finance report and recent claims were distributed as part of the formal Executive Director's report [ATTACHMENT 1] prior to the meeting. Mr. Pelath also explained a change order for the construction contract for the Yellow River Reconstruction, Phase III. [ATTACHMENT 2].

Mr. Welsh moved that the Commission approve the finance report, the claims in the amount of \$528,603.79, and the change order as presented. Mr. Cultice seconded the motion.

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

MOTION ADOPTED.

The Commission consented that the chair move to certain agenda items out-of-order. Mr. Crase needed leave for an urgent matter.

Island repurposing pilot project

Mr. Pelath presented a proposed technical services contract from Wessler Engineering [ATTACHMENT 3] for the Commission's pilot project to repurpose an emergent island on the Yellow River. Mr. Crase reminded the Commission of the projects value for sediment control and logjam management. Mr. Crase added that the work is being approached as a streambank restoration project.

Bill Emerson moved that the Commission approve the proposed technical services contract with Wessler Engineering. Mr. Welsh seconded the motion.

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

MOTION ADOPTED.

Technical Advisory Committee augmentation

Mr. Pelath presented Draft Resolution 2-2025 [ATTACHMENT 4] to add members to the Technical Advisory Committee and assign topics for it to consider and issue recommendations.

Mr. Mueller moved that the Commission adopt Resolution 2-2025 regarding the Technical Advisory Committee. Mr. Cultice seconded the motion.

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

MOTION ADOPTED.

MOU with Attorney General

Mr. Pelath presented an extension to the Commission's current Memorandum of Understanding with the Office of the Attorney General [ATTACHMENT 5] to provide legal services to the Commission. Mr. Pelath exalted the work of its Deputy AG's and the value of their work. The amendment would extend the MOU through June 30, 2027.

Mr. Welsh moved that the Commission approve the contract amendment to extend the MOU. Mr. Crase seconded the motion.

Cruse – Y
Cultice – Y
Emerson – Y
Gordon – Y
McNamara - Y
Mueller – Y
Urbano – Y
Watkins for Churchill - Y
Welsh – Y

MOTION ADOPTED.

REMAINING OLD BUSINESS

Jasper County bank stabilization

Mr. Pelath reported that while the project is substantially complete, the placement of topsoil, seeding of native grasses, and straw blanketing would take place in the late summer and early fall. Vince Urbano added his agreement.

Kankakee FWA water control structure redesign

Mr. Pelath reported that following a recent meeting with Burke Engineering, it was agreed to pursue the notching of two cross-levees at the Kankakee FWA and raising its Kankakee spillway by two feet. Dave Eichelberger from Burke Engineering added that survey work and an additional meeting with the FWA property staff are the next steps.

Lake County levee inspection

Tasked with inspecting over twenty miles of levees in Lake County, Wessler Engineering has reported to Mr. Pelath and Mr. Emerson that they are in predominantly good condition. Mr. Pelath said some specific areas are beset with invasive species and animal burrows, but that overall, there is reason to be encouraged about the general state of the levees.

Mr. Emerson stated his satisfaction with the work and its results.

State Line Bridge relocation

Butler, Fairman, and Seufert informed Mr. Pelath that according to IDEM, they will allow any project mitigation to be fulfilled through tree planting. Mr. Pelath said this was good news and a tangible cost savings. He expressed his appreciation to IDEM for their decision.

Mr. Pelath also reported that DNR's historic preservation officer has informed the Corps of Engineers that they support the relocation of the bridge to maintain its historic value.

Newton County bank reconstruction

Mr. Pelath reiterated the goals of the Newton County project, and recognized Matt Keiser and Abonmarche for their design work. He said the next step is to sequence smaller phases of the project.

Yellow River Reconstruction, Phase III

Mr. Pelath said work was resuming this month, beginning with the Starke County Parke Board's kayak launch before resuming work downstream of IN-23. Mr. Pelath hopes a Lake and River Enhancement Grant might help defray the remaining cost of the work.

Yellow River Reconstruction, Phase IV design

An SEA 368 early regulatory coordination meeting for the project was scheduled for June 24. The proposed project area lies in the immediate vicinity of IN-8 and includes upkeep on the past Yellow River pilot project.

Asking whether it was the public comment portion of the meeting, William Beaver of Beaver Excavating inquired how many of the recently approved claims were for bid services and why he has not gotten any work. Mr. Pelath explained that much of the recent work was for technical and emergency services, that the Commission has emergency service contracts with contractors who can respond quickly, and the Commission's rules require bidding for work expected to exceed \$100,000. Mr. Pelath pointed out that the level is lower than the state-required level of \$150,000.

Personnel committee recommendations

Mr. Emerson said the committee is still working on a draft of a contract for the executive director.

Channel maintenance

Mr. Pelath said he would report on channel maintenance in his formal presentation.

REMAINING NEW BUSINESS

Indiana Finance Authority study of the Kankakee watershed

Mr. Pelath shared that the Indiana Finance Authority is conducting a comprehensive study of the Kankakee River Basin's water resources and future needs. He said it is gratifying to receive such attention and support from the state.

Mr. Mueller added that the study is a key part of developing the state's long-term water use plans. He said additional monitoring needs will be an essential piece of the discussion.

River gauges and USGS contract

Mr. Pelath noted that the Commission's current contract with USGS for its river gauges expires at the end of the calendar year. He said he is discussing renewal terms with USGS and is optimistic that the Commission's gauges can be maintained for a minimal cost increase.

Proposed bank stabilization in Plymouth

Mr. Pelath said he would present the project in his formal report.

EXECUTIVE DIRECTOR'S REPORT

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

OTHER BUSINESS

None

PUBLIC COMMENT

None

NEXT MEETING

While the date was to be determined, Mr. Pelath expressed his hope of meeting sometime in September and again in December.

ADJOURNMENT

The Commission adjourned at 11:14 a.m. CST.

APPROVED BY THE COMMISSION ON 09/25/2025.

Signed by:

E74776AAF98146A...

Secretary

9/30/2025

EXECUTIVE DIRECTOR'S REPORT

To: KRB-YRBDC Members

From: Scott D. Pelath, Executive Director

Date: June 18, 2025

This year's flood season was milder than the one we experienced last year. A major project is already substantially complete, and we have removed a number of recent obstructions throughout the river system.

Finance Report

Balances. As of June 18, the Commission has a dedicated fund balance of \$ 1,229,889.63 and a general fund balance of \$623,029.72.

Revenue. This month, assessment distributions began arriving from the counties. The cash resources in our dedicated fund are replenished following payments for the Jasper County project.

As I reported previously, our administrative allocation in the new state budget fell by five percent. No one singled us out. Lawmakers received a pessimistic state revenue forecast in April, and they responded to the news as expected. We will persevere and remain fortunate to have some state assistance. I also received good news from the State Budget Agency that they will *not* withhold an additional five percent in addition to the budgetary reduction. Many agencies are facing additional reductions beyond the ones in the budget.

All eight counties have sent us their 2025 administrative support. The total of all such contributions is \$50,000 – the same amount since 1977. I wanted to note that some of the electronic payments and deposits went into the wrong account. Stephanie and I carefully documented the corrections.

CY 2025 Budget adjustments. I am not recommending any budget adjustments at this time. We typically make some in September or October to account for revenue changes and channel maintenance needs.

Change orders. Last year, the State Board of Accounts recommended that the Commission approve formal change orders. At the meeting we will have one for the SR23 bank reconstruction to consider. It integrates the Starke County Park Board's kayak/canoe launch into the project site.

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
03/06/2025	Delta Dental	Dental Ins	\$116.08	General Fund
03/07/25	Viking Chili Bowl	Meeting Expenses	\$40.60	CC- General Fund
03/08/2025	Hill Excavating	Inv # 582 Invoice Yellow River Upas Road upstream	\$18,000.00	Special Assessment
03/08/2025	Adobe	Subscription	\$21.39	CC- General Fund
03/10/2025	Horizon Bancorp, Inc	Account Service Fee	\$44.20	General Fund
03/10/2025	Butler, Fairman & Seufert, Inc	Inv # 107499 Prof Svcs 1/1/25-2/28/25	\$1,280.00	Special Assessment

03/11/2025	Christopher B Burke Engineering, LLC	Inv # 37398 Professional Services from January 26, 2025 to February 22, 2025	\$5,115.83	Special Assessment
03/11/25	Christos	Meeting Expenses	\$46.66	CC- General Fund
03/14/2025	Abonmarche Consultants, Inc	Inv # 157105 Professional services completed through 02/28/2025	\$1,760.00	Special Assessment
03/14/2025	Scott D. Pelath	Pay Period: 03/01/2025-03/15/2025	\$4,238.85	General Fund
03/14/2025	QuickBooks Payroll	Tax Payment	\$1,644.65	General Fund
03/17/2025	Hill Excavating	Inv # 560 Logjam removal yellow river	\$13,500.00	Special Assessment
03/17/2025	Ambetter from MHS	Medical Ins	\$2,071.63	General Fund
03/18/2025	Delta III INC	Inv # 12753 Clay Street work, 1 day of service at \$5,800.	\$5,800.00	Special Assessment
03/18/2025	Duneland Accounting, LLC	Inv # 1440 Monthly accounting services	\$900.00	General Fund
03/18/2025	Kevin Misch Excavating	Inv # 149089 excavation and tree removal services	\$4,279.00	Special Assessment
03/18/25	INPRS	Retirement	\$337.32	General Fund
03/19/2025	Kevin Misch Excavating	Inv # 149090 excavation and tree removal services	\$4,279.00	Special Assessment
03/20/2025	GoToMeeting	GoToMeeting Services	\$192.00	CC- General Fund
03/20/2025	Kevin Misch Excavating	Inv # 149091 Excavator time	\$3,501.00	Special Assessment
03/20/2025	Hill Excavating	Inv # 575 Log jam removal	\$27,000.00	Special Assessment
03/22/2025	Kevin Misch Excavating	Inv # 149093 brush removal	\$5,927.50	Special Assessment
03/23/2025	Kevin Misch Excavating	Inv # 149094 excavation and earthmoving services	\$5,597.50	Special Assessment
03/24/2025	Microsoft	Subscription	\$18.38	CC- General Fund
03/26/2025	Scott Pelath	admin mileage feb 24-Mar24	\$273.62	General Fund
03/26/2025	Scott Pelath	operational mileage feb 24-Mar24	\$245.06	Special Assessment
03/28/2025	Dirt Works Excavating	Inv # 2042 Invoice for tree removal service in Yellow River at Knox Sewer Department	\$2,500.00	Special Assessment
03/29/2025	Kevin Misch Excavating	Inv # 149098 INV 149098	\$9,337.25	Special Assessment
03/31/2025	Scott D. Pelath	Pay Period: 03/16/2025-03/31/2025	\$4,238.84	General Fund
03/31/25	INPRS	Retirement	\$337.32	General Fund
03/31/2025	QuickBooks Payroll	Tax Payment	\$1,644.67	General Fund
04/01/25	Civil Engineering ACSALT	CFM materials	\$399.00	CC- General Fund
04/01/2025	Hill Excavating	Inv # 581 Invoice Kankakee River last 4 days remaining	\$18,000.00	Special Assessment
04/01/2025	Hill Excavating	Inv # 594 Invoice Large Tree removed FWA	\$2,750.00	Special Assessment
04/01/2025	Hill Excavating	Inv # 596 Invoice 596 from Hill Excavating	\$22,500.00	Special Assessment
04/02/2025	Kevin Misch Excavating	Inv # 149099 Planting grass seed on riverbanks Kouts farm	\$2,636.70	Special Assessment
04/02/2025	U.S. Geological Survey	Inv # 90092875 KRBYSBDC super gage Invoices	\$34,825.00	Special Assessment
04/02/25	Association of Floodplain Managers	Membership	\$185.00	CC- General Fund
04/07/2025	Delta Dental	Dental Ins	\$116.08	General Fund
04/07/2025	Christopher B Burke Engineering, LLC	Inv # 37701 Prof svcs February 23, 2025 to March 29, 2025	\$1,825.77	Special Assessment
04/08/2025	FAA	Drone annual license	\$5.00	CC- General Fund
04/08/2025	Adobe	Subscription	\$21.39	CC- General Fund
04/09/2025	Richard Gumz Farms LLC	Inv # 1001 Seeding at sediment trap	\$142.86	Special Assessment
04/09/2025	Richard Gumz Farms LLC	Inv # 4-2172A Mowing for sediment trap prep	\$1,000.00	Special Assessment
04/09/2025	Hill Excavating	Inv # 598 Invoice 598 from Hill Excavating	\$2,250.00	Special Assessment
04/10/2025	Horizon Bancorp, Inc	Account Service Fee	\$67.00	General Fund
04/10/2025	Delta III INC	Inv # 12796 Clay Street 3 days work	\$17,400.00	Special Assessment
04/11/2025	Abonmarche Consultants, Inc	Inv # 157546 Professional Services	\$2,357.50	Special Assessment
04/15/2025	Duneland Accounting, LLC	Inv # 1469 June Bookkeeping Service	\$900.00	General Fund
04/15/25	Abonmarche Consultants, Inc	invoice 156581	\$610.00	Special Assessment
04/15/2025	Scott D. Pelath	Pay Period: 04/01/2025-04/15/2025	\$4,407.50	General Fund
04/15/2025	USPS	Subscription	\$96.00	CC- General Fund
04/15/2025	QuickBooks Payroll	Tax Payment	\$1,644.67	General Fund
04/16/2025	Butler, Fairman & Seufert, Inc	Inv # 107883 Invoice for April 2025	\$5,597.00	Special Assessment
04/16/2025	Langfeldt Excavating, LLC	Inv # 6120 Langfeldt Excavating	\$2,165.00	Special Assessment
04/16/2025	Ambetter from MHS	Medical Ins	\$2,071.63	General Fund
04/17/2025	K and L Excavating, LLC	Inv # 477 Logjam Management	\$27,200.00	Special Assessment

04/17/2025	K and L Excavating, LLC	Inv # 479 Invoice for River LogJam Management	\$4,600.00	Special Assessment
04/17/2025	K and L Excavating, LLC	Inv # 480 remove two semi loads against the Baums River Bridge	\$2,600.00	Special Assessment
04/17/2025	Kabelin	Office Supplies	\$17.10	CC- General Fund
04/18/2025	Wessler Engineer Inc	Inv # 46923 Professional Services for the Period: 03/01/25 to 03/31/25	\$9,027.50	Special Assessment
04/22/2025	SWCA, INC	Inv # 217970 Professional Services	\$37,881.57	Special Assessment
04/23/2025	Hill Excavating	Inv # 613 Emergency logjam removal service on Yellow River bridge	\$2,500.00	Special Assessment
04/23/25	INPRS	Retirement	\$168.66	General Fund
04/24/2025	Transfer from Special to Gen	Correct deposit to Gen Fund- Porter County	\$5,500.00	Special Assessment
04/24/2025	Microsoft	Subscription	\$18.38	CC- General Fund
04/28/25	INPRS	Retirement	\$168.66	General Fund
04/29/2025	Derflinger & Son Dredging & Excavating	Derflinger	\$15,000.00	Special Assessment
04/29/25	Newton County	Newton County Parcel Payments	\$47.25	General Fund
04/29/2025	Newton County	Online Payment fee	\$1.50	General Fund
04/30/25	Scott Pelath	admin mileage mar 24-apr 29	\$415.62	General Fund
04/30/25	Scott Pelath	operational mileage mar 24-apr 29	\$491.32	Special Assessment
04/30/2025	Scott D. Pelath	Pay Period: 04/16/2025-04/30/2025	\$4,407.50	General Fund
04/30/2025	QuickBooks Payroll	Tax Payment	\$2,218.95	General Fund
05/01/2025	Langfeldt Excavating, LLC	Inv # 6133 Langfeldt Excavating Invoice	\$4,480.00	Special Assessment
05/05/2025	Hill Excavating	Inv # 622 Invoice 622 from Hill Excavating	\$2,500.00	Special Assessment
05/05/2025	Hill Excavating	Inv # 638 Invoice Logjam near knox train bridge	\$7,000.00	Special Assessment
05/06/2025	Delta Dental	Dental Ins	\$116.08	General Fund
05/08/2025	Adobe	Subscription	\$21.39	CC- General Fund
05/09/2025	Horizon Bancorp, Inc	Account Service Fee	\$39.40	General Fund
05/09/2025	Transfer from Special to Gen	Correct deposit to Gen Fund- LaPorte County	\$11,350.00	Special Assessment
05/09/2025	Transfer from Special to Gen	Correct deposit to Gen Fund- Marshall County	\$7,750.00	Special Assessment
05/09/2025	Butler, Fairman & Seufert, Inc	Inv # 108159 Lackawanna Bridge Prof Svcs 4/1-4/30/25	\$4,392.00	Special Assessment
05/12/2025	Christopher B Burke Engineering, LLC	Inv # 38156 Kankakee FWA April Invoice and Progress Report	\$906.90	Special Assessment
05/13/2025	Abonmarche Consultants, Inc	Inv # 158093 Professional services completed through 04/30/2025	\$720.00	Special Assessment
05/14/2025	Wessler Engineer Inc	Inv # 47103 Professional Services for April 2025	\$22,219.70	Special Assessment
05/14/2025	Travelers Insurance	Travelers for liability policy, due 06/03/25	\$416.00	General Fund
05/14/25	INPRS	Retirement	\$168.66	General Fund
05/15/2025	Transfer from Special to Gen	Correct deposit to Gen Fund- Starke County	\$6,800.00	Special Assessment
05/15/2025	Transfer from Special to Gen	Correct deposit to Gen Fund- Newton County	\$2,700.00	Special Assessment
05/15/2025	Duneland Accounting, LLC	Inv # 1488 May Bookkeeping Services	\$900.00	General Fund
05/15/2025	Heritage Drone Service LLC	Inv # 67 Drone spraying of ditches	\$5,394.00	Special Assessment
05/15/2025	Heritage Drone Service LLC	Inv # 68 2.27 miles St Joseph County herbicide spraying	\$1,475.00	Special Assessment
05/15/2025	Scott D. Pelath	Pay Period: 05/01/2025-05/15/2025	\$4,407.50	General Fund
05/15/2025	QuickBooks Payroll	Tax Payment	\$1,644.67	General Fund
05/16/2025	Ambetter from MHS	Medical Ins	\$2,071.63	General Fund
05/22/2025	SWCA, INC	Inv # 220570 Project KYRBDC Yellow River Phase IV Design	\$13,933.29	Special Assessment
05/24/2025	Microsoft	Subscription	\$18.38	CC- General Fund
05/28/2025	Scott Pelath	Admin Mileage Apr 30- May 22	\$47.30	General Fund
05/28/2025	Scott Pelath	Operational Mileage Apr 30- May 22	\$314.09	Special Assessment
05/28/25	INPRS	Retirement	\$168.66	General Fund
05/30/2025	Scott D. Pelath	Pay Period: 05/16/2025-05/31/2025	\$4,407.50	General Fund
05/30/2025	QuickBooks Payroll	Tax Payment	\$1,644.67	General Fund
06/02/2025	Hill Excavating	Inv # 658 Invoice Logjam upstream of hwy 6 in Laporte co	\$2,500.00	Special Assessment
06/04/2025	Langfeldt Excavating, LLC	Inv # 6161 Invoice for removing log jams on the Yellow River	\$21,195.00	Special Assessment
06/06/2025	Delta Dental	Dental Ins	\$116.08	General Fund
06/09/2025	Derflinger & Son Dredging & Excavating	Silt trap	\$10,000.00	Special Assessment

06/10/2025	Horizon Bancorp, Inc	Account Service Fee	\$32.20	General Fund
06/10/2025	Indiana Association of Floodplain and Stormwater Management	Inv # 5652 INAFSM	\$50.00	Check 1713
06/10/2025	Hill Excavating	Inv # 662 Washout repairTulip Road/Yellow River	\$2,847.02	Special Assessment
06/11/25	INPRS	Retirement	\$168.66	General Fund
06/12/2025	Abonmarche Consultants, Inc	Inv # 158655 Professional services completed through 05/31/2025	\$7,312.50	Special Assessment
06/12/2025	Christopher B Burke Engineering, LLC	Inv # 38535 Kankakee FWA May Progress Memo April 27-May 31	\$2,226.25	Special Assessment
06/13/2025	Duneland Accounting, LLC	June Bookkeeping	\$900.00	General Fund
06/13/2025	Scott D. Pelath	Pay Period: 06/01/2025-06/15/2025	\$4,407.50	General Fund
06/13/2025	QuickBooks Payroll	Tax Payment	\$1,644.67	General Fund
06/16/25	Ambetter from MHS	Health Ins	\$2,071.63	General Fund
			\$528,603.79	

Jasper County FEMA Project Augmentation

The Jasper County bank stabilization project is complete except for the placement of top soil, straw blanketing, and reseeding. I expect that the work will be completed in late August or early July when the contractor is fully available and the fall seeding season has opened.

Kankakee FWA Water Control Structure Redesign

I received good news this week. The revised model – which I learned takes eighteen hours to run – shows that 1) notching the cross-levees and 2) raising the Kankakee spillway at the Kankakee FWA substantively improves Kankakee River conditions during significant flood events. This is exactly the evidence we had been hoping for.

Our consultants at Burke Engineering recommend that we now proceed to survey work and agency engagement. We continue to move forward.

Lake County levee inspection

Wessler Engineering has made substantial progress in the formal inspection of over twenty miles of Lake County levees. To quote Wessler's Mike Novotney, "Overall, the condition of the levees was better than I anticipated, which played into how much we were able to get done with this initial effort.

"There are a few segments that require attention to manage the overall condition... but most of the segments that we inspected are in good condition."

State Line Bridge

Our consultants at Butler, Fairman, and Seufert have 1) completed the truss inspection and inspection memo; 2) developed preliminary plans and cost estimates; 3) finished early permit coordination; and 4) submitted permit applications and initiated the USACE Section 106 historic preservation review. We are currently working on a Spring 2026 timeline for permits and contractor selection to be wrapped up.

Of particularly good news is a recent letter from DNR's historic preservation officer to the Corps of Engineers. They acknowledge that the bridge cannot be preserved in its current location and support its responsible relocation.

Newton County bank reconstruction

Abonmarche has completed a draft design for multiple repair sites from I-65 to the 31 Norfolk Southern Bridge. The most important section is the Newton County bank just upstream of the railroad bridge. The bank has become extremely thin and unable to accommodate heavy equipment that might remove obstructions during a flood event.

Yellow River Reconstruction, Phase III

I expect that work will resume in the vicinity of State Road 23 in July following the construction of Starke County's boat launch. I also applied for a \$100,000 Lake and River Enhancement (LARE) grant to support the cost of project completion. I hope we will receive news about the application sometime after the start of the new state fiscal year.

Yellow River Reconstruction, Phase IV

An SEA 368 Early Regulatory Coordination meeting is scheduled for Phase IV on Tuesday, June 24 at IN-8 and 700 East in Starke County. Members are always welcome to attend in order to view the proposed project site with representatives of state and federal agencies.

Yellow River emergent island pilot project

After lengthy consultation with the regulators, it appears that the most direct way to repurpose the emergent island is to make it part of a short streambank reconstruction project. I have engaged Wessler Engineering to assist with designs and permitting. They met with us onsite and quoted us a not-to-exceed amount of \$62,500 to fulfill the pilot project's technical needs. I think this is a reasonable upper limit, and we always look for cost savings along the way. I recommend the Commission allow the design work to begin.

Since future island projects – particularly within state property -- will probably have to take the streambank reconstruction approach, I expect that the lessons we learn from the pilot will be highly instructive in the future.

Logjam management

Since the last meeting, we have worked on some new blockages that arose after the most recent high-water event. In no particular order, a partial list of work sites includes:

- 1) A major blockage upstream of US 35 on the Yellow River;
- 2) Several jams upstream of Plymouth, including a total blockage near US 31;
- 3) State Line Bridge;
- 4) The 31 Bridge;

- 5) US 231 Bridge;
- 6) Upstream of Upas on the Yellow River;
- 7) From Clay Street to I-65;
- 8) Baum's Bridge;
- 9) The bridge at Ramsey's Landing;
- 10) Upstream of 250 West in Porter County; and
- 11) The vicinity of English Lake

For the first time, we had to obtain a special permit to remove a logjam immediately beneath a bald eagle nest. The process was simple, timely, and reasonable. USFW mostly wanted to know how the work was being done, the location of the next, and that we would not disturb the nest or any fledglings. The work was completed for the betterment of all, including the eagle.

Bank repairs

I am working with the Corps and IDEM to permit a number of repairs simultaneously. Several lie near IN-8 on the LaPorte County side.

Sediment traps

Derflinger and Son have nearly finished constructing the new Yellow River sediment trap near 200 East in Starke County.

Sediment removal SEA 368 meetings

I have requested early regulatory coordination meetings for two small sediment removal projects. The first is a ten-by-ten-foot island that has formed next to a residential neighborhood in Bremen. It now is visible on Google Earth and poses a flood risk when the Yellow River rises rapidly there.

The second is the Shady Shores subdivision in Lake County. The mouth of the bayou has become blocked by accumulated sediment when the river level falls below eight feet. This has resulted in persistent standing water within the neighborhood. We hope an amphibious excavator can remove enough sediment to restore water flow for the residents.

Invasive Species Eradication

Craig Cultice and I employed a drone service to apply targeted herbicide to invasive species on the Yellow River in Marshall and St. Joseph Counties. While we were essentially "field testing" the process, the early results seem promising. The material was accurately applied, and complaints were minimal. We should have a fuller evaluation to report later this year.

Private Gauge at Crumstown Highway in St. Joseph County

The gauge is still being built and tested by OTT/Hydromet.

Public affairs

On a Saturday in late April, the Starke County Parks Department hosted an enjoyable ribbon-cutting from the new boat launch at the confluence of the Kankakee and Yellow Rivers. It was the

culmination of several years of shared effort. Special appreciation goes out to former Starke County Commissioner Kathy Norem and Bob Aloj, who did the design on a voluntary basis.

Illinois

Congratulations again to our friends in Illinois for the Kankakee sediment removal project in Aroma Park. It was an honor to attend and speak at their groundbreaking ceremony for the project.

Indiana Finance Authority study of Kankakee watershed

The Indiana Finance Authority is conducting a water supply and availability for the entire Kankakee watershed. This is a high-level pursuit with statewide policy implications. I have already discussed the matter with the IFA Director and have already participated in an advisory capacity.

Technical Advisory Committee augmentation

In March, we amended our bylaws to allow the addition of members to the Technical Advisory Committee. The Commission may consider nominations at any meeting. I have drafted a proposed resolution that would add members and assign specific topics for study and recommendation.

River gauges and USGS contract

Our gauges are up for renewal again at the end of the year. My primary concern has been whether USGS's thirty percent subsidy will continue to the entire contract term. Otherwise, they would significantly increase in cost.

USGS tells me we remain eligible for cost-sharing. It also appears that some other state agencies may cover the cost of some gauge parameters that are useful to others, but not necessarily to us. USGS believes they can continue to service the same devices for essentially the same cost.

I will seek the Commission's guidance for whether a two-year or three-year renewal makes the most sense under current circumstances.

MOU with Attorney General

The Attorney General's office is willing to continue providing our legal services at the same rate. I will ask the Commission to formally approve our renewed Memorandum of Understanding. They do a superb job for us.

Our former Deputy AG, Bill Anthony, moved on after several years of advising us. Chris Anderson is now assigned to serve as our legal counsel. He has already been good to work with.

Plymouth

I have met with Ross St. Clair about a short but obvious streambank reconstruction possibility within the City of Plymouth. He has provided us with a reasonable quote. Craig Cultice and I met with the mayor city officials about the possibility as well. It would be a continuation of work started under the Marshall County Drainage Board about a decade ago.

The project area is about a thousand feet long and would be a worthwhile addition to our project pipeline. It could also save a house that is dangerously close to the bank. Even better, it would be highly visible in the downtown area and city park.

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.

CURRENT CONTRACT PRICE ADJUSTED BY

PREVIOUS CHANGE ORDER(S) \$ 0.00

NET INCREASE/DECREASE IN CONTRACT
PRICE THIS CHANGE ORDER \$ 49,875.00

TOTAL ADJUSTED CONTRACT PRICE
INCLUDING THIS CHANGE ORDER \$ 1,271,188.80

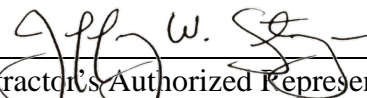
This change order extends the time to complete the work by 0 calendar days, the
revised time for completion is N/A days.

This change order prepared by: Jeffrey W. Stanger, PE, PMP

(Engineer) 05/09/2025
(Date)

The undersigned agree to the terms of the change order.

The Stanger Group, Inc.
(Name of Contractor)

 05/09/2025
(Contractor's Authorized Representative) Date

(Owner's Authorized Representative)

END OF SECTION



More than a Project™

May 21, 2025

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
Yellow River Emergent Island Removal and Stream Restoration

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 Yellow River Emergent Island Removal and Stream Restoration project.

I. PROJECT DESCRIPTION

In April of 2024, the Kankakee River Basin and Yellow River Basin Development Commission's Technical Advisory Committee unanimously recommended that the Commission move forward with the implementation of a demonstration project to remove an "emergent island" from the Yellow River in Starke County. At this time, the Kankakee River Basin and Yellow River Basin Development Commission has allocated funding for and is moving forward with such project.

The Kankakee River Basin and Yellow River Basin Development Commission defines "emergent island" as land surrounded by water in a regulated drain (e.g., ditch, stream, river) that arose due to human activities (e.g., straightening, deepening, widening) on such regulated drain. Based on the study of such "emergent islands" across the watershed, the Kankakee River Basin and Yellow River Basin Development Commission asserts that such "emergent islands" constitute obstructions to flow, sediment transport, and the transport of large woody debris, which hinder its flood prevention and mitigation efforts.

Following the straightening and modification of the Yellow River, which occurred prior to start of World War I, several small islands emerged and took hold downstream of Knox, particularly between Range Road and the Yellow River's confluence with the Kankakee River. These "emergent islands", which, based on a review of historical aerial photography, post-date deliberate human modification of the Yellow River (e.g., straightening, widening), also encourage the formation of debris jams, which cause

further obstructions to flow. Such obstructions can accelerate localized streambank erosion, leading to the mass wasting of soils and increased sediment loads to the Yellow River and Kankakee River, which the Commission is working to minimize, particularly along the Yellow River.

The “emergent island” that is the subject of this Emergent Island Removal and Stream Restoration project is located on the Yellow River, approximately 700 feet (i.e., immediately) downstream of Range Road in Starke County, as illustrated in Attachment 3. Based on observations made during a visit to the project site, such “emergent island” constitutes an obstruction to flow and, based on input from the Kankakee River Basin and Yellow River Basin Development Commission, such “emergent island” is the cause of frequent debris jams, which it has had to remove on a number of occasions. The impacts of the “emergent island” on flow was evident during our visit to the project site, with significant localized streambank erosion observed on the south bank of the Yellow River, leading to the mass wasting of soils, and threatening the flood protection that the south bank of the river provides.

This project, known as the Yellow River Emergent Island Removal and Stream Restoration project, is intended to address the ongoing streambank erosion and to restore flow, sediment transport, and the transport of large woody debris through the project reach through the removal of the subject “emergent island”. By using the material removed via the removal of the “emergent island” to enhance habitat through the project reach, this project is intended to function as a pilot project to demonstrate an environmentally and ecologically responsible approach to “emergent island” removal. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

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

A. DESIGN PHASE

1. Meetings and Coordination

- a. Prepare for and attend up to two (2) PROJECT-related meetings, with the OWNER, throughout the duration of the PROJECT, which will be conducted on an as-needed basis. Such meetings may be conducted “in person” or via videoconference.
- b. Spend up to eight (8) hours coordinating with other parties, as needed, to discuss the PROJECT. Such coordination may be conducted with other parties regarding construction access, construction materials handling, regulatory concerns, and other PROJECT-related concerns.

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. Project Research
 - a. Obtain, compile, and review existing available PROJECT-related information, including: PROJECT-related Geographic Information System (GIS) data available from the Indiana GIS Office, such as digital elevation data, contour data, right-of-way and property line data, road centerline data, and aerial photography; PROJECT-related GIS data available from Starke County, including regulated drain data and property ownership data; PROJECT-related GIS data available from the Federal Emergency Management Agency (FEMA), such as special flood hazard area (SFHA) data; and, additional PROJECT-related information available from OWNER for use in preparation of the Design Documents.
4. Limited Topographic and Site Feature Survey
 - a. 2018 Light Detection and Ranging (LiDAR) data (i.e., digital elevation data, contour data) is available for the project reach from the Indiana GIS Office. According to the Indiana GIS Office, such data has been subjected to professional-level quality assurance and quality control that meets best practices, standards, and specifications, allowing such data to be used in the preparation of the Design Documents. In the interest of parsimony, ENGINEER will prepare the Design Documents using such 2018 LiDAR data. However, to ensure that such data reflects existing conditions and to provide additional detailed data to be used in Regulatory Agency Coordination and Permitting and in the preparation of the Design Documents, ENGINEER will strategically supplement such 2018 LiDAR data with a limited topographic and site feature survey along the project reach, as described below.
 - b. Request underground utility locates within the project reach through Indiana Underground Protection Services (IUPPS) "Indiana 811."
 - c. Set control points and temporary benchmarks to establish horizontal and vertical control for the purpose of performing the limited topographic and site feature survey within the project reach and for use in the design and construction of the PROJECT. The horizontal survey data will be based on the Indiana Geospatial Coordinate System (InGCS), in the applicable zone,

per the North American Datum of 1983 (NAD 83), with the elevation data being based on the North American Vertical Datum of 1988 (NAVD 88).

d. Conduct a limited topographic and site feature survey of the project reach.

The survey will include:

- (1) Locating existing surface features, surface elevations, utility facilities marked in the field by Indiana 811, and other visible and accessible physical features along three (3) cross-sections oriented perpendicular to and across the Yellow River. Such cross-sections will extend beyond the top of bank on each side of the stream, into the overbank areas on each side of the stream. One (1) cross-section will be located near the upstream end of the project reach, one (1) will be located near the middle of the project reach and bisecting the “emergent island”, and one (1) will be located near the downstream end of the project reach. Within the stream channel (i.e., top of bank to top of bank), surface features and surface elevations to be located will include, but will not be limited to, top of bank, grade breaks, toe of slope, water surface elevation, and stream bathymetry. Within overbank areas (i.e., beyond top of bank), surface features and surface elevations to be located will include, but will not be limited to, grade breaks. Such cross-section survey data will be used in Regulatory Agency Coordination and Permitting in the Design Documents.
- (2) Locating existing surface features, surface elevations, utility facilities marked in the field by Indiana 811, and other visible and accessible physical features on the “emergent island”. On the “emergent island”, surface features and surface elevations to be located will include, but will not be limited to, top of bank, grade breaks, toe of slope, and water surface elevation. Such “emergent island” survey data will be used with the cross-section survey data to determine the total volume of the “emergent island”.
- (3) Locating existing surface features, surface elevations, utility facilities marked in the field by Indiana 811, and other visible and accessible physical features periodically along the top of the south bank. Such south bank functions as a levee, providing flood protection to Starke County. Such periodic spot elevations will be compared with the 2018 LiDAR data to ensure that such LiDAR data reflects existing conditions.
- (4) Locating existing surface features, surface elevations, utility facilities marked in the field by Indiana 811, and other visible and accessible physical features periodically within the right-of-way associated with

Range Road adjacent to the project reach. Such periodic spot elevations will be compared with the 2018 LiDAR data to ensure that such LiDAR data reflects existing conditions.

5. Stream Assessment

- a. Conduct a “boots down, eyes on” visual assessment of the project reach using Unified Stream Assessment methods. Such assessment will be used to evaluate the average physical conditions of the stream channel through the project reach and to collect and characterize key design parameters, such as stream substrate, bankfull flow, bank stability, in-stream habitat, and riparian vegetation, which will be used in the preparation of the design documents.
- b. As part of the stream assessment, locate existing trees along the project reach and, in particular, on the “emergent island” that will need to be removed in order to facilitate the construction of the PROJECT, and log the diameter of such trees in order to facilitate the design, permitting and construction of the PROJECT.

6. Regulatory Agency Coordination and Permitting

- a. Coordinate with the governmental authorities that were involved in the SEA 368 Review (i.e., USACE, IDEM, IDNR) facilitated by the OWNER in order to complete such review and transition to the permitting process.
- b. Prepare and file applications for permits from, or approvals of, governmental authorities having jurisdiction to review or approve the PROJECT.
 - (1) Prepare technical criteria written descriptions, design data, exhibits, and assistance to OWNER in preparing and filing applications for permits from, or approvals of, governmental authorities having jurisdiction to review or approve the PROJECT.
 - (2) Provide permit coordination to assist in addressing comments from, and in consultation with, such authorities.
 - (3) The following applications for permits/approvals are included:
 - (a) US Army Corps of Engineers Section 404 Authorization, under Nationwide Permit 27 (NWP 27), with Pre-Construction Notification (PCN).
 - (b) Indiana Department of Environmental Management (IDEM) Section 401 Water Quality Certification (WQC), under NWP 27, with Notification.
 - (c) Indiana Department of Natural Resources (IDNR) Construction in a Floodway (CIF) Permit, using a non-modeling assessment approach (i.e., effective cross-sectional flow worksheet).
 - (d) Starke County Floodplain Development Permit.

- (e) Starke County Driveway & Approach Permit.
 - (4) It is understood OWNER will assist in gathering information needed for applications for permits/approvals and will pay all permit application fees.
7. Design Documents
- a. Prepare 30% Design Documents consisting of:
 - (1) 30% Design Drawings, consisting of plan and profile sheets showing the preliminary horizontal and vertical alignments, locations, and sizes of the proposed improvements associated with the PROJECT, including removal of the “emergent island”, stream channel enhancements, and streambank stabilization practices.
 - (2) 30% Estimate of Probable Cost, including work quantities and construction cost.
 - (3) 30% Bidding and Contract Documents, consisting of an outline of the anticipated contents of the bidding and contract documents, including an outline of the anticipated front-end documents, general specifications, and technical specifications.
 - (4) 30% Design Technical Memorandum identifying:
 - (a) Regulatory agency coordination and permit acquisition required.
 - (i) ENGINEER intends to develop the PROJECT in a manner consistent with those conditions associated with acquiring Clean Water Act (CWA) authorization from the US Army Corps of Engineer (USACE) for the PROJECT under Nationwide Permit (NWP) 27, which authorizes Aquatic Habitat, Restoration, Enhancement, and Establishment Activities, which receives automatic Water Quality Certification (WQC) from the Indiana Department of Environmental Management (IDEM), with notification, provided that certain general and specific conditions are met.
 - (ii) ENGINEER also intends to develop the PROJECT in a manner consistent with those conditions associated with acquiring a Construction in a Floodway (CIF) permit from the Indiana Department of Natural Resources (IDNR), using a non-modeling approach (i.e., effective cross-sectional flow worksheet).
 - (iii) In this section of the 30% Design Technical Memorandum, ENGINEER will identify any circumstances encountered during the development of the PROJECT that might conflict with the permitting approach(es) outlined above and/or that might complicate or make it more difficult to acquire those authorizations and permits required to facilitate the

construction of the PROJECT.

- (b) Location of proposed construction access route and construction work areas.
- b. Furnish a digital (.pdf) copy of the 30% Design Documents to the OWNER and review them with the OWNER at a 30% Design Review Workshop (hard copies will be provided upon request). The workshop will include sufficient presentation materials so that each element of the 30% Design Documents can be adequately reviewed by the OWNER. Within ten (10) days of such workshop, the OWNER shall submit to ENGINEER any additional comments on the 30% Design Documents. ENGINEER shall address the OWNER's comments on the 30% Design Documents.
- c. Following the OWNER's review of the 30% Design Documents, prepare 60% Design Documents consisting of:
 - (1) 60% Design Drawings, which will include revisions to the 30% Design Drawings, and the following:
 - (a) Plan, profile, and cross-section sheets showing the horizontal and vertical alignments, locations, and sizes of the proposed improvements associated with the PROJECT, including removal of the "emergent island", stream channel enhancements, and streambank stabilization practices.
 - (b) Identification of construction access routes and construction work areas.
 - (c) Preliminary erosion and sediment control plan illustrating the practices, in plan view, necessary to manage the quality of stormwater runoff leaving the site during construction of the proposed improvements.
 - (d) Preliminary landscaping and restoration plan, including seed, plant, and tree lists identifying species and densities and/or quantities of such species to be installed.
 - (e) Preliminary details for the proposed improvements, including removal of the "emergent island", stream channel enhancements, and streambank stabilization practices, and associated erosion and sediment control practices, illustrating the construction requirements associated with such improvements.
 - (2) 60% Estimate of Probable Cost, including work quantities and construction cost.
 - (3) 60% Bidding and Contract Documents, consisting of a preliminary set of bidding and contract documents, including front-end documents, general specifications, and technical specifications detailing the construction requirements associated with the proposed improvements.

- (4) 60% Design Technical Memorandum identifying:
 - (a) Summary of regulatory considerations, including the status of coordination with regulatory agencies regarding any permit acquisition required, including the status of any permit acquisition.
 - (b) Summary of construction access route, construction work area, and maintenance of traffic considerations.
- d. Furnish a digital (.pdf) copy of the 60% Design Documents to OWNER (hard copies will be provided upon request). Within ten (10) days of receipt, the OWNER shall submit to ENGINEER any additional comments on the 60% Design Documents. ENGINEER shall address the OWNER's comments on the 60% Design Documents.
- e. Following the OWNER's review of the 60% Design Documents, prepare 90% Design Documents consisting of:
 - (1) 90% Design Drawings, which will include revisions to the 60% Design Drawings, and the following
 - (a) A full set of Design Drawings: General Sheets; Existing Conditions Plan Sheets; Demolition Plan Sheets; Proposed Conditions/Improvements Plan, Profile (if needed), and Cross-Section (if needed) Sheets; Construction Access Route/Maintenance of Traffic Sheets; Erosion & Sediment Control Plan Sheets; Landscaping & Restoration Plan Sheets; and, Detail Sheets.
 - (2) 90% Project Manual, consisting of front-end documents, general specifications, and technical specifications detailing the construction requirements associated with the proposed improvements.
 - (3) 90% Estimate of Probable Cost, including work quantities and construction cost.
 - (4) 90% Design Technical Memorandum identifying:
 - (a) Summary of regulatory considerations, including the status of coordination with regulatory agencies regarding any permit acquisition required, including the status of any permit acquisition.
 - (b) Summary of construction access route, construction work area, and maintenance of traffic considerations.
- f. Furnish a digital (.pdf) copy of the 90% Design Documents to OWNER and review them with the OWNER at a 90% Design Review Workshop (hard copies will be provided upon request). The workshop will include sufficient presentation materials so that each element of the 90% Design Documents can be adequately reviewed by the OWNER. Within ten (10) days of such workshop, the OWNER shall submit to ENGINEER any additional comments on the 90% Design Documents. ENGINEER shall address the OWNER's comments on the 90% Design Documents.
- g. Following the OWNER's review of the 90% Design Documents, prepare

and submit Final Design Documents/Bidding Documents, consisting of Final Design Drawings, Final Project Manual, and Final Estimate of Probable Cost, to OWNER. Furnish one (1) digital (.pdf) copy (hard copies will be provided upon request).

ENGINEER's services under the Design Phase will be considered complete on the date when the Final Design Documents/Bidding Documents have been delivered to OWNER and any included permits/approvals have been obtained from governmental authorities having jurisdiction to review or approve the PROJECT.

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, including, but not limited to:

- A. Conducting a Wetland Delineation Field Investigation within and adjacent to the PROJECT site, including surveying for wetlands and other waters located within and adjacent to the PROJECT site, and preparing a Wetland Delineation Report describing the wetlands and other waters located within and adjacent to the PROJECT site.

IV. INFORMATION TO BE PROVIDED BY OWNER

OWNER to provide available PROJECT-related information such as previous studies, previous reports, information related to the SEA 368 Review facilitated by OWNER, and other relevant information to ENGINEER.

V. SUBCONSULTANTS

ENGINEER intends to subcontract portions of the Professional Services as follows:

- A. Keil and Associates, Inc. – Limited Topographic and Site Feature Survey

ENGINEER reserves the right to add, remove, or replace Subconsultants with prior written approval from OWNER, per the terms and conditions contained in Attachment No. 1, Standard Terms and Conditions.

VI. 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 \$62,500.00. ENGINEER may allocate and move dollars between 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.

VII. SCHEDULE

The proposed schedule is as follows:

Activity	Days from Notice-to-Proceed
Kick-off Meeting	15 days
Limited Topographic & Site Feature Survey	60 days
30% Design Documents	100 days
60% Design Documents	150 days
90% Design Documents	210 days
Final Design Documents/Bidding Documents	225 days

Please note that the PROJECT schedule is ultimately dependent upon those governmental authorities having jurisdiction to review or approve the PROJECT, with completion of the Design Phase dependent upon time it takes to obtain any included permits/from any such governmental authorities.

VIII. STANDARD TERMS AND CONDITIONS

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

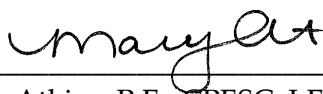
If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

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 _____ day of _____, 20_____.


ENGINEER
WESSLER ENGINEERING, INC.

OWNER
KANKAKEE RIVER BASIN & YELLOW RIVER
BASIN DEVELOPMENT COMMISSION



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

John McNamara
Chairman

Attest: 

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

Attest: _____
Print Name: _____
Print Title: _____

Date: 5/21/25

Date: _____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227
Valparaiso, IN 46384

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

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

MEN:jmw/Clients/Kankakee RBYRB/P03779/Yellow River Restoration

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2025 Hourly Rate and Reimbursable Expense Schedule
No. 3 – Project Reach





More than a Project™

ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

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 times 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 Basic 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 by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon 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 termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

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 his 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 the 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 the Engineer to enter upon all property required for the performance of the 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.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. 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.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or



More than a Project™

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. 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. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be 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 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 an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The 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.

H. The 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.

I. 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.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the 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.



More than a Project™

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



More than a Project™

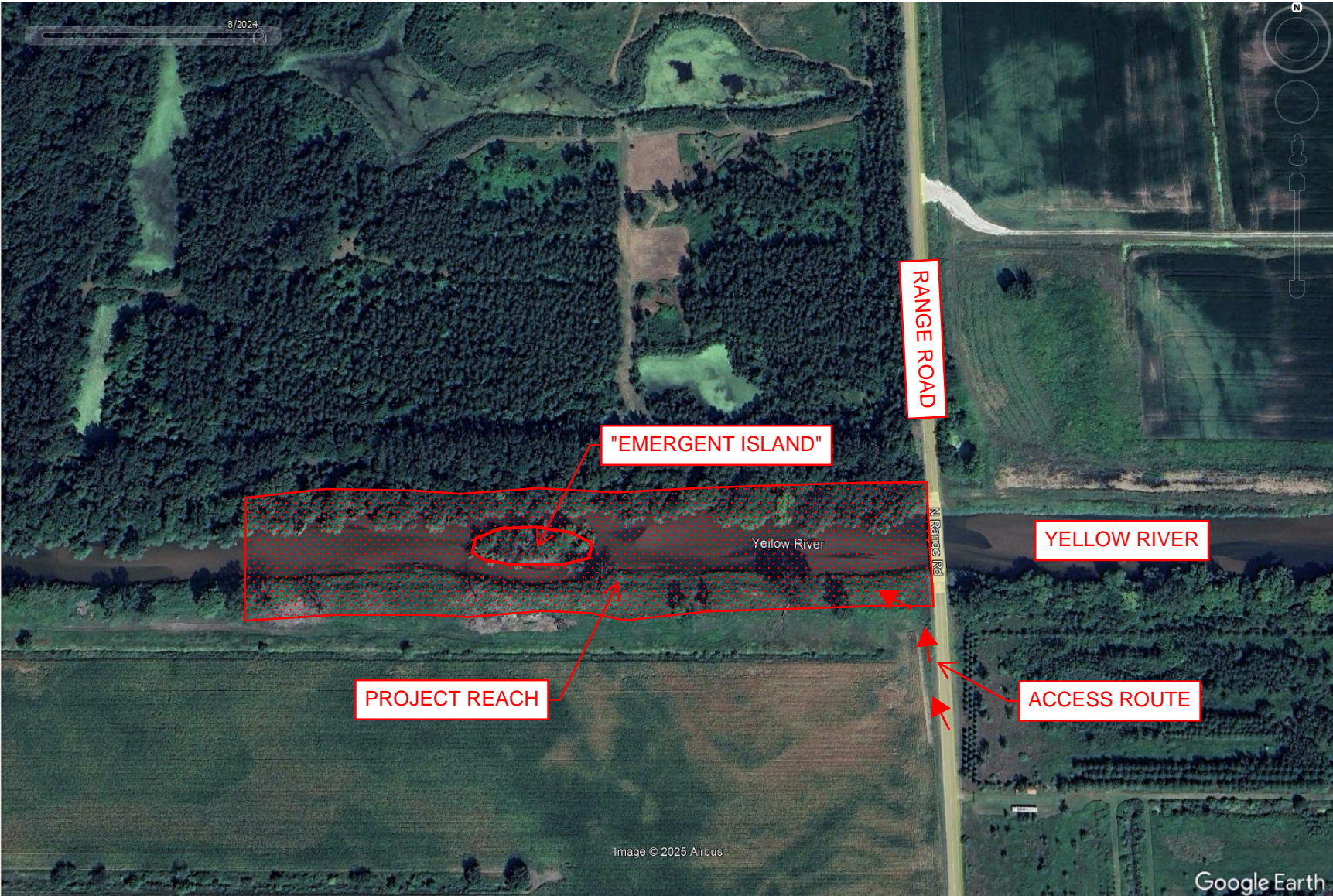
Reimbursable Expenses shall be charged as follows:

<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

ATTACHMENT 3. PROJECT REACH



ATTACHMENT 4



RESOLUTION 2-2025

WHEREAS, the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”) highly values the work performed by its Technical Advisory Committee (“the Committee”) as defined in its bylaws; and

WHEREAS, consistent with its bylaws, the Commission wishes to add the following members and their special expertise to the Technical Advisory Committee:

- 1) Dan Gossman, Lake County Senior Drainage Administrator
- 2) John Law, St. Joseph County Construction Supervisor
- 3) Jeff Mitzner, LaPorte County Drainage Board President
- 4) Any Committee member designated by a vote of a county executive between January 1 and June 30, 2025; and

WHEREAS, the Commission assigns the following topics to the Committee for study and recommendation:

- 1) Bank stabilization within the City of Plymouth;
- 2) Other proposed bank stabilization projects;
- 3) Specific locations in need of remedial bank repair;
- 4) Maintenance priorities for existing sediment traps;
- 5) Areas in need of access maintenance or construction;
- 6) River sections targeted for logjam management or invasive species eradication;
- 7) Support of the Kankakee River’s National Water Trail status; and
- 8) Any other topics of opportunity added by the Executive Director with the consent of the Commission chair; and

WHEREAS, the Commission directs that the Committee confine its recommendations to the topics listed above and report its findings to the Commission no later than June 30, 2026; and

THEREFORE, BE RESOLVED THAT the Commission adds the listed new members to the Technical Advisory Committee on July 1, 2025, for a period not to exceed four years and submits the listed topics to the Committee for its recommendations.

ADOPTED BY COMMISSION, June 20, 2025

Craig D. Cultice, Secretary

ATTACHMENT 5

Amendment #1

MEMORANDUM OF UNDERSTANDING

between

OFFICE OF THE INDIANA ATTORNEY GENERAL

and

**THE KANKAKEE RIVER AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION**

for

LEGAL SERVICES

Contract # 0000000000000000000074158

This Amendment #1 to the Memorandum of Understanding ("Memorandum" or "MOU") is entered into by and between the Office of Indiana Attorney General and the Kankakee River Basin and Yellow River Basin Development Commission ("Commission"), hereinafter referred to collectively as the "Parties" or individually as "Party", through their duly authorized and undersigned officials.

In consideration of those mutual undertakings, the Parties agree as follows:

1. The MOU term is hereby extended. This MOU shall terminate on June 30, 2027.

All matters set forth in the original MOU and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

In Witness Whereof, each Party, through their duly authorized representatives, enters into this MOU. The parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms thereof.

Kankakee River Basin and
Yellow River Basin Development
Commission

Office of the Indiana Attorney General

By:

By:

Title:

Title:


Date:

Date:

.	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	

ATTACHMENT 6

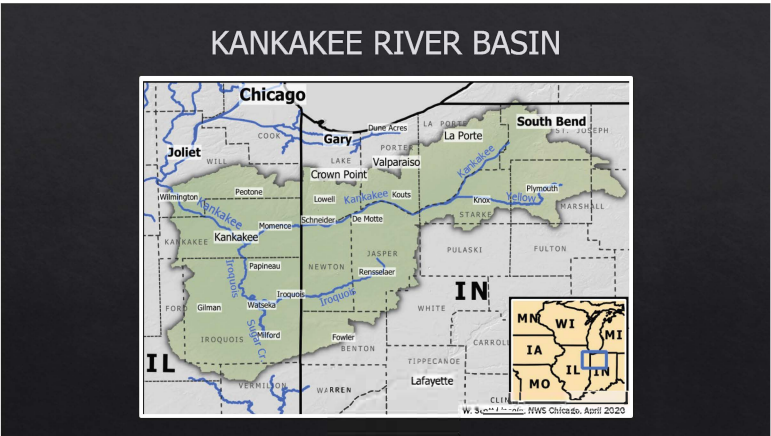
COMMISSION
UPDATE




June 20, 2025

**KANKAKEE RIVER BASIN AND
YELLOW RIVER BASIN
DEVELOPMENT COMMISSION**

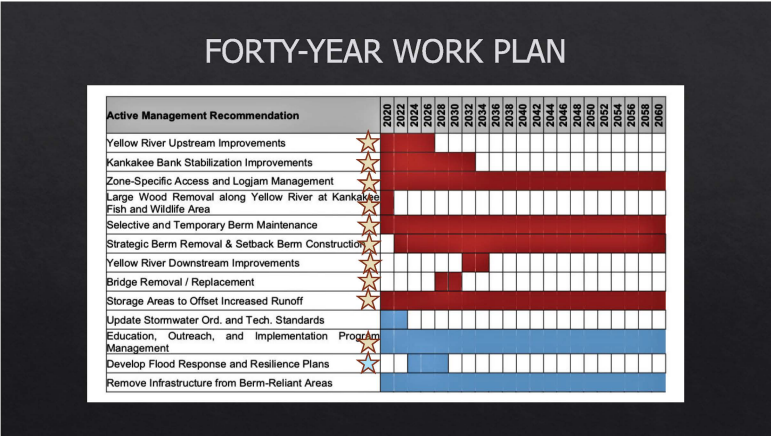
Scott D. Pelath, Executive Director





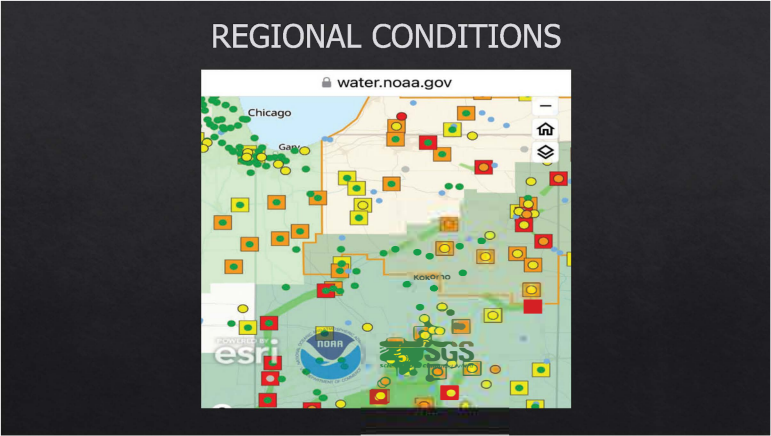
MISSION

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

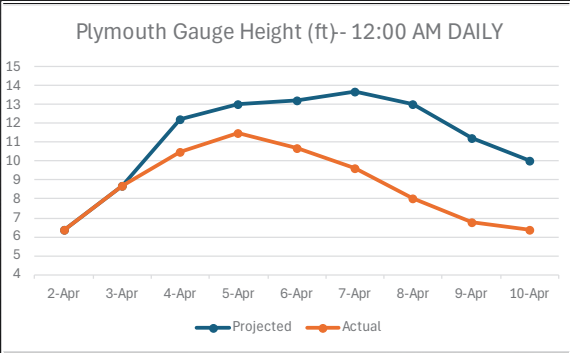


HIGH WATER EVENT REVIEW

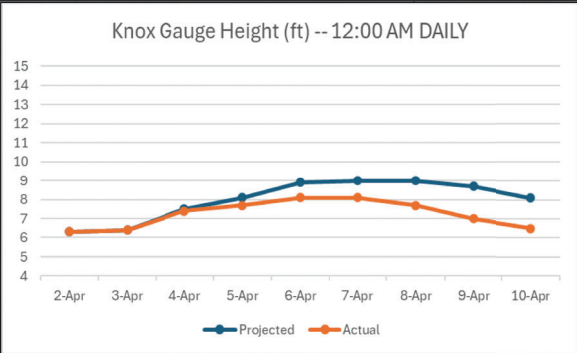
APRIL 2 FORECAST V. ACTUAL



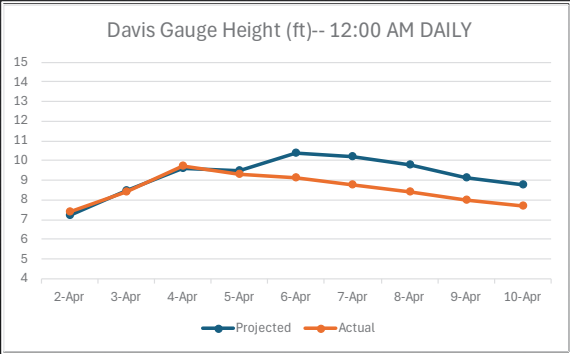
PLYMOUTH



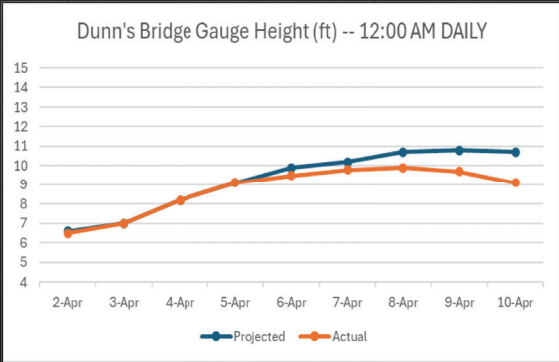
KNOX



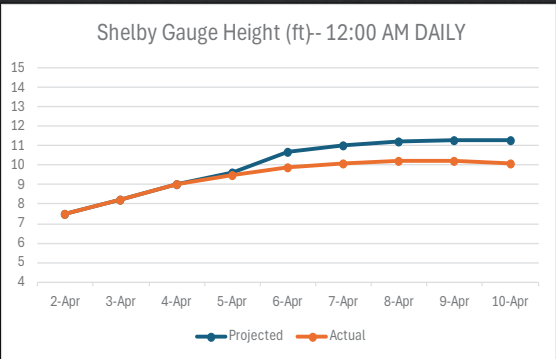
DAVIS



DUNN'S BRIDGE



SHELBY



RECENT RIVER WORK

STATE LINE BRIDGE



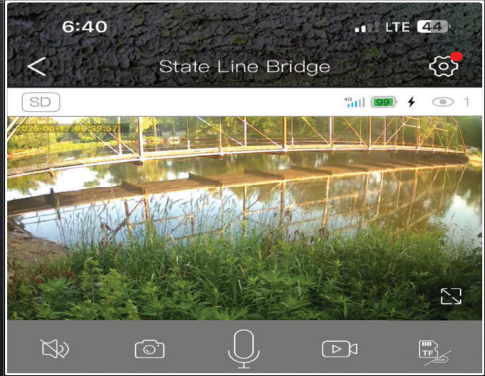
STATE LINE BRIDGE



STATE LINE BRIDGE



STATE LINE BRIDGE (CAMERA VIEW)



US 231



US 231



RAMSEY'S LANDING



RAMSEY'S LANDING



US 35 OVER YELLOW RIVER



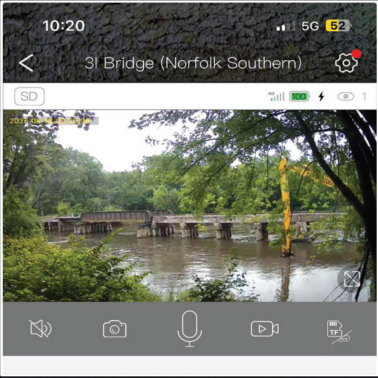
US 35 OVER YELLOW RIVER



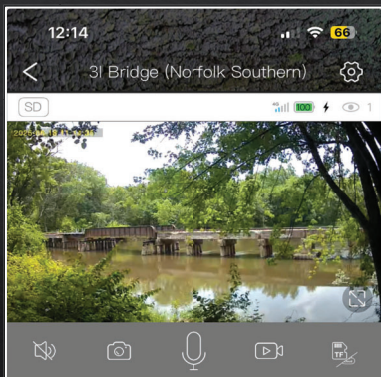
3-I BRIDGE



3-I BRIDGE



3-I BRIDGE



SEDIMENT PROJECTS

NEAR 200 EAST IN STARKE COUNTY



PROPOSED REMOVAL AT SHADY SHORES BAYOU



PROPOSED REMOVAL AT SHADY SHORES BAYOU



AROMA PARK, ILLINOIS

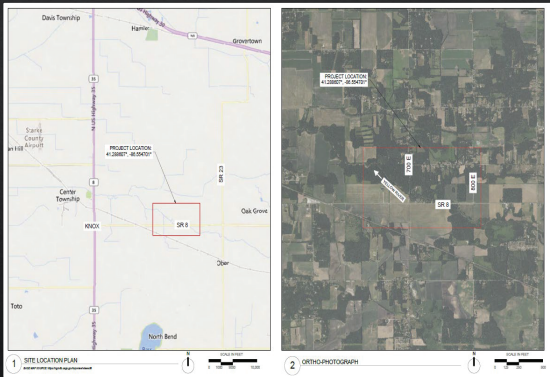


AROMA PARK, ILLINOIS

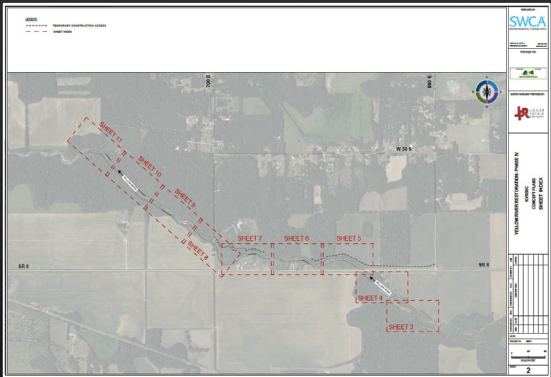


YELLOW RIVER RECONSTRUCTION, PHASE IV
PLANNING

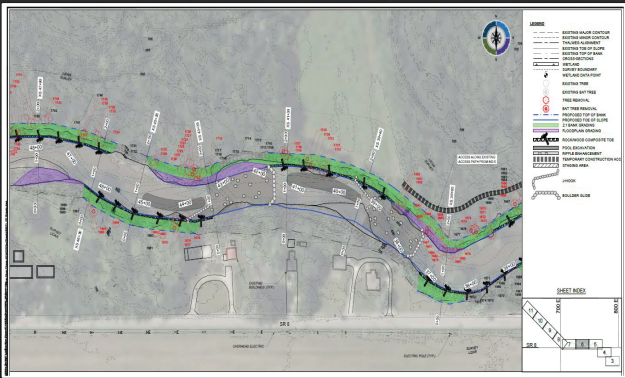
PHASE IV PROJECT AREA



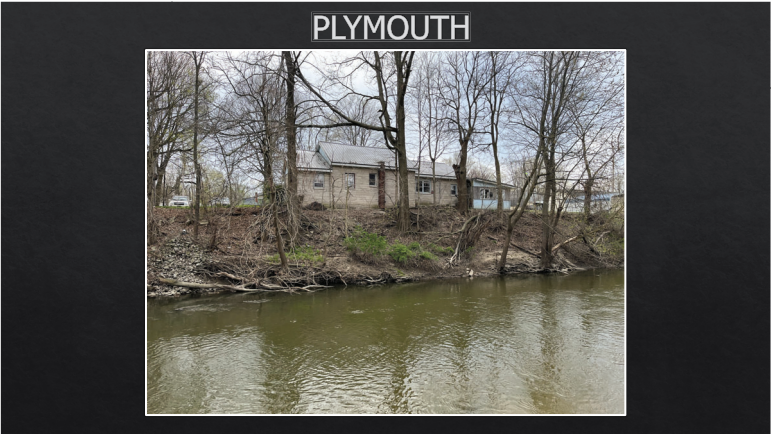
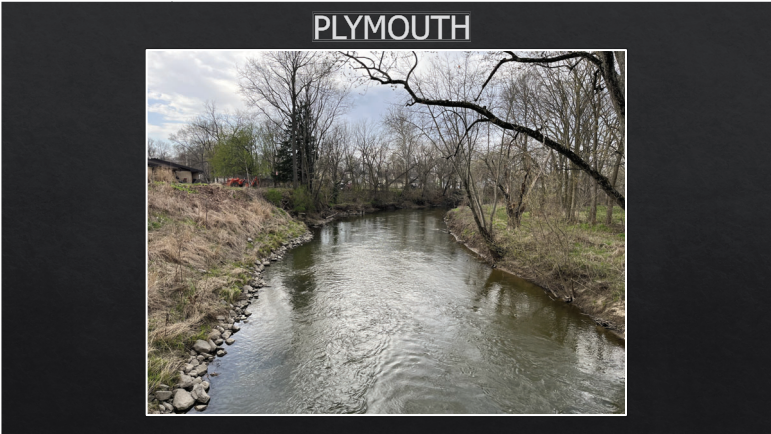
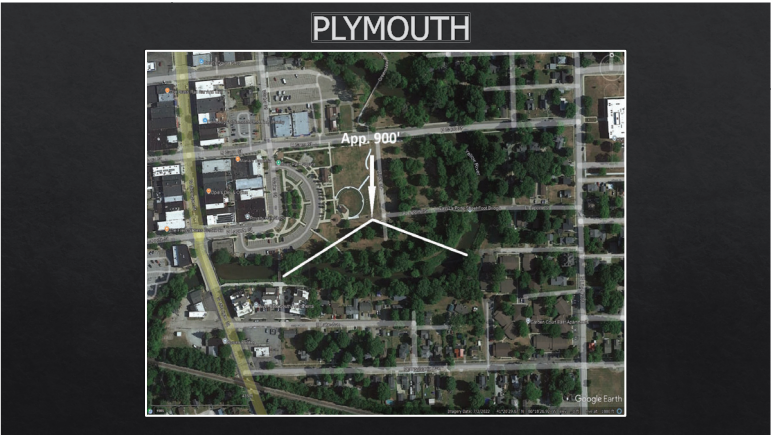
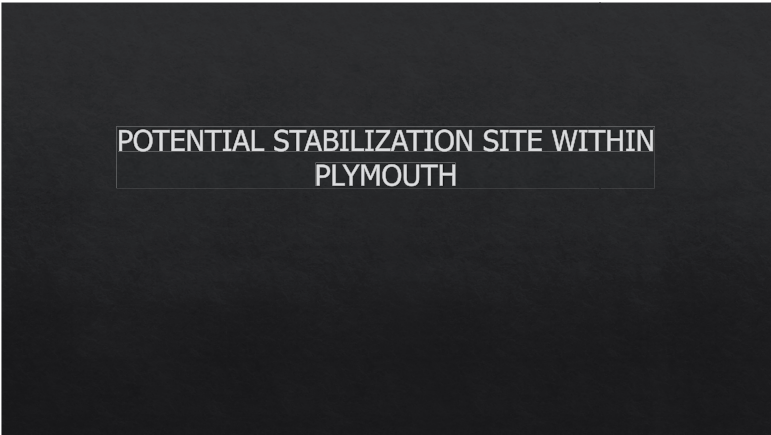
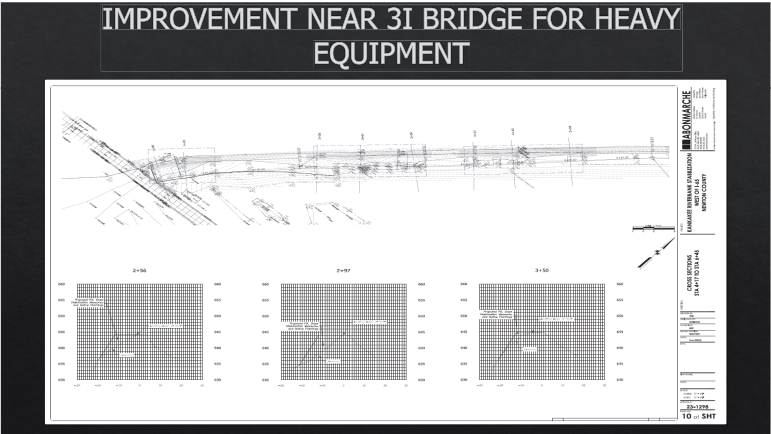
PHASE IV SECTION – 1.9 miles



PHASE IV SAMPLE SECTION



NEWTON COUNTY BANK RECONSTRUCTION
PLANNING



PLYMOUTH



RECREATIONAL IMPROVEMENTS

LAUNCH AT ENGLISH LAKE



LAUNCH AT ENGLISH LAKE



LAUNCH AT ENGLISH LAKE



QUESTIONS?

Scott D. Pelath
(219) 861-7999
sdpelath@gmail.com