

*****MINUTES*****

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

Friday, December 12, 2025

BUSINESS MEETING: 8:00 a.m. CST/9:00 a.m. EST

PROGRAM: 9:00 a.m. CST/10:00 a.m. EST

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

FOR MEMBERS AND PUBLIC PARTICIPATING ELECTRONICALLY

Join meeting from computer, tablet or smartphone at

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

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CALL TO ORDER / PLEDGE OF ALLEGIANCE

Craig Cultice, Acting Chair, called the meeting to order at 8:00 a.m. CST, and the Pledge of Allegiance was recited.

ROLL CALL OF MEMBERS

Members present physically: Craig Cultice, Rob Churchill, Chelsey Gordon, Vince Urbano, and Dick Welsh

Members present electronically: Bill Emerson

Members arriving during recess: John McNamara

Members excused: Bill Crase, Ryan Mueller, and Todd Huntley

Staff present: Scott Pelath, Executive Director

Guests recording presence: Al Allsop, Alan Allsop, Jenna Hickey, John Matwyshyn, Michael Novotney, Kim Peterson, Don Binkley, Dan Gumz, Ken Porter, John Law, Rick Vermillion, Nancy Cox, Mel Haman, Lee Wiltjer, Jake Dammarell, Angel Crawford, Dale Shannon, Craig Miller, Jeff Bunge, Hodge Patel, David Eichelberger, Eric Cavender, Kevin Breitzke, Morgan Caracci, Corbin Collins, Paul Brayton

APPROVAL OF MINUTES FROM SEPTEMBER 25, 2025, MEETING

Rob Churchill moved that the Commission approve the September 25, 2025, minutes. Vince Urbano seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

FINANCE REPORT, CLAIMS, AND CONTRACTS

A written finance report and recent claims [ATTACHMENT 1] were distributed prior to the meeting as part of the Executive Director's report.

Mr. Churchill moved that the Commission approve the claims in the amount of \$600,512.98. Chelsey Gordon seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Mr. Pelath presented Resolution 5-2025 [ATTACHMENT 2] containing the draft CY2026 budget and wage schedule. He highlighted major capital projects, administrative considerations, and cash flow planning.

Dick Welsh moved that the Commission adopt Resolution No. 5-2025 approving the CY2026 budget and wage and salary schedule as presented. Ms. Gordon seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

CONTRACTS AND CHANGE ORDERS

Mr. Pelath presented the new, three-year agreement with the U.S. Geological Survey (USGS) to continue the Commission's current stock of stream gauges [ATTACHMENT 3]. USGS had already approved the document.

Mr. Welsh moved that the Commission authorize the Chair to sign and execute the USGS gauge contract. Mr. Urbano seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Mr. Pelath presented the updated Memorandum of Understanding (MOU) with NIPSCO to continue funding the Dunn's Bridge and Kouts stream gauges [ATTACHMENT 4].

Mr. Churchill moved that the Commission approve the updated Memorandum of Understanding with NIPSCO for gauge reimbursements. Mr. Welsh seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

Mr. Pelath presented a contract with SWCA for design work and technical services pertaining to stream bank reconstruction within the City of Plymouth [ATTACHMENT 5]. He noted that the Commission had already approved a Technical Advisory Committee recommendation in support of the project.

Mr. Welsh moved that the Commission approve the contract with SWCA Environmental Consultants in the amount of approximately \$63,000. Mr. Urbano seconded the motion.

Cultice – Y
Churchill – Y
Gordon – Y

Emerson – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Mr. Pelath presented a change order for SWCA to add approximately four hundred feet to the design of Phase IV of the Yellow River Bank Reconstruction project [ATTACHMENT 6].

Mr. Urbano moved that the Commission approve the SWCA Environmental Consultants change order for Phase IV design. Mr. Welsh seconded the motion.

Cultice – Y

Churchill – Y

Gordon – Y

Emerson – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Mr. Pelath said he overlooked the inclusion of a change order on the September agenda. It added survey work and core boring analysis to the proposed reconfiguration of Kankakee Fish and Wildlife Area's water control structures [ATTACHMENT 7]. The additional analysis was intended to prevent potentially unnecessary construction costs.

Mr. Urbano moved that the Commission retroactively approve the change order and the Kankakee Fish and Wildlife Area change order as presented. Mr. Welsh seconded the motion.

Cultice – Y

Churchill – Y

Gordon – Y

Emerson – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

On behalf of the Personnel Committee, Mr. Pelath presented a proposed employment agreement intended to provide continuity and transition planning throughout any future changes in the director position [ATTACHMENT 8].

Bill Emerson reported that he believes the agreement is for the long-term good of both the Commission and the Director. Mr. Pelath added that the draft agreement had been reviewed by the Attorney General's Office as counsel to the Commission

*Mr. Urbano moved that the Commission approve the Executive Director employment agreement as presented.
Mr. Welsh seconded the motion.*

Cultice – Y
Churchill – Y
Gordon – Y
Emerson – Y
Urbano – Y
Welsh – Y

MOTION ADOPTED.

RECESS

The business meeting concluded at approximately 8:24 a.m. CST, and the Commission recessed for its partner appreciation breakfast.

ADJOURNMENT

The meeting was formally adjourned at 10:21 a.m. CST.

The business portion of the meeting is viewable online at:

<https://transcripts.gotomeeting.com/#/s/eb7880ad6e3b137c2a2ece710ea5e7b1dec674d2b3beafde8273a44f1f08d41f>

APPROVED BY COMMISSION ON MARCH 17, 2026.

Signed by:

E74776AAF98146A...

secretary

3/18/2026

ATTACHMENT 1**EXECUTIVE DIRECTOR'S REPORT**

To: KRB-YRBDC Members
From: Scott D. Pelath, Executive Director
Date: December 9, 2025

We completed two major projects in 2025: a two-mile bank stabilization in Jasper County and Phase III of our Yellow River bank reconstruction. Even better we have plenty of work in the project pipeline for 2026.

Finance Report

Balances. As of December 8, the Commission has a dedicated fund balance of \$1,245,936.88 and a general fund balance of \$597,386.82.

Revenue. Our December distribution of capital project revenue is just beginning to arrive.

We recently received our quarterly administrative allocation from the state, and NIPSCO recently sent a check for the 2nd Quarter river gauges. I recently invoiced them for the 3rd Quarter.

As of the date of this memorandum, for this year we have received half of the April rent payment on our River's Edge Farm. I expect to deposit the remainder of the April rent on December 15.

In November, we received a \$100,000 Lake and River Enhancement (LARE) Grant. From Indiana DNR. These dollars defrayed the cost of our Phase III Yellow River near SR 23. We are especially grateful to the Department and hope we can host a public field event in celebration in the future.

CY 2026 Budget. I closely consult with our officers and our accountant throughout the drafting next year's budget. For that reason, I feel we are on a responsible track even if some details always merit adjustments.

Some points that I considered and other matters of note:

1) Since we will be adopting next year's budget amid our December revenue distribution, the starting cash balance in the assessment account is an estimate based on prior years' revenue and outstanding claims.

2) We have four significant projects on tap for 2026:

- a) State Line Bridge removal;
- b) the island removal pilot;
- c) the Kankakee FWA configuration; and
- d) a start on Phase IV of the Yellow River stream reconstruction.

This will be a squeeze, but a manageable one. However, if any cost estimates change, Phase IV work or any projects without all permits could reasonably be moved into 2027.

3) I included dollars for design work within the City of Plymouth and a portion of further design work for Newton County’s banks. In the latter case, we are still considering the optimal construction strategy. I always include a general line of \$50,000 for unspecified technical services.

4) As I mentioned, we received our \$100,000 LARE grant already, so the number is reflected in the starting cash balance rather than as its own line in 2026.

5) The usual maintenance work for logs and repairs is included, but I would prefer the Channel Maintenance line-item to be a little more robust. However, we usually have been able to reallocate savings in other areas toward general maintenance thus far.

6) Lake County Parks asked for \$40,000 to help purchase another parcel contiguous to Grand Marsh Park. DNR will fund most of the purchase. I think it is reasonable to bolster properties that can realistically serve floodwater storage areas.

7) The administrative budget is down, although we had a disappointment on the health insurance front. I applied to obtain group health insurance through the Indiana Farm Bureau, but they apparently did not want to risk insuring a person of my age in good overall health. It would have been a substantial savings. Plan B was to enroll in a marketplace plan of approximately that same cost. I found one for fifty dollars a month less. The coverage is diminished, of course, due to markedly increased premiums throughout the sector.

8) My worker's comp is going to increase. I am probably going to be coded as a “construction estimator” from here out. I spend a lot of time in the field, and it had to be reflected in the premium eventually.

9) I have budgeted no changes in compensation other than to add some continuing education dollars.

10) We took out the canoe mobile funding. The program is exceedingly popular, but I have developed the view that the soil and water districts should make an annual request of the Commission outside the budget process. If they make a good case, funds would be available provided no flood intercedes.

11) We have to update our website after seven years. We have been slapping band-aids on it, and now it has to be suitable for posting legally required videos of our meetings. We don't need a new one, but it is time for an overhaul that makes more efficient use of vital data storage.

12) I also added some funds to for better meeting technology and resources.

The proposed budget is shown at the end of this document as “REPORT APPENDIX.”

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

Claims for December 12, 2025 Meeting				
Date	Vendor	Memo/Description	Amount	Bank Account
09/30/2025	QuickBooks Payroll	Tax Payment	\$ 1,644.67	General

09/30/2025	Scott D. Pelath	Pay Period: 09/16/2025-09/30/2025	\$ 4,407.50	General
10/06/2025	Scott Pelath	Admin Miles Aug 30- Sept 29, 2025	\$ 50.85	General
10/06/2025	Scott Pelath	Operating Miles Aug 30- Sept 29, 2025	\$ 383.65	Special Assessment
10/06/2025	Duneland Accounting, LLC	ACCOUNTING SERVICES	\$ 900.00	General
10/06/2025	Wessler Engineer Inc	Professional Services for the Period: 08/01/25 to 08/31/25	\$ 1,148.50	Special Assessment
10/06/2025	Wessler Engineer Inc	Inv 47973	\$ 1,250.00	Special Assessment
10/06/2025	KEIL AND ASSOCIATES, INC.	Survey Services	\$ 1,500.00	Special Assessment
10/06/2025	SWCA, INC	2024 Phase 3 Yellow River Bid and Construction Support Professional Services through August 30, 2025	\$ 3,738.11	Special Assessment
10/06/2025	Butler, Fairman & Seufert, Inc	July to Aug Svcs	\$ 8,609.00	Special Assessment
10/06/2025	SWCA, INC	Professional Services through August 30, 2025	\$ 11,739.80	Special Assessment
10/07/2025	Delta Dental	Dental Ins	\$ 116.08	General
10/10/2025	Horizon	Account Service Fee	32.80	General
10/10/2025	INPRS	PERF Retirement	\$ 168.66	General
10/14/2025	American Express	Office supplies, meeting food	\$ 173.31	General
10/14/2025	Christopher B Burke Engineering, LLC	Professional Services from Aug 31, 2025 to Sept 27, 2025	\$ 1,478.75	Special Assessment
10/14/2025	Hill Excavating	Tires removed	\$ 1,572.50	Special Assessment
10/14/2025	Hill Excavating	Yellow river Logjam removal	\$ 2,500.00	Special Assessment
10/14/2025	Jerry Reed Excavating	boat launch area preparation and landscaping services	\$ 5,000.00	Special Assessment
10/14/2025	Hill Excavating	Logjam removal	\$ 9,000.00	Special Assessment
10/15/2025	QuickBooks Payroll	Tax Payment	\$ 1,644.67	General
10/15/2025	Scott D. Pelath	Pay Period: 10/01/2025-10/15/2025	\$ 4,407.50	General
10/16/2025	Ambetter from MHS	Health Ins	\$ 2,071.63	General
10/22/2025	Gutwein Bulldozing & Excavating	Kankakee Maintenance	\$ 32,791.62	Special Assessment
10/22/2025	Gutwein Bulldozing & Excavating	Phase 5 Final Payment	\$ 91,147.45	Special Assessment
10/30/2025	INPRS	PERF Retirement	\$ 168.66	General
10/31/2025	QuickBooks Payroll	Tax withdrawal	\$ 1,644.67	General
10/31/2025	Scott D. Pelath	Pay Period: 10/16/2025-10/31/2025	\$ 4,407.50	General
11/03/2025	Christopher B Burke Engineering, LLC	Professional Services for the Period: 09/01/25 to 09/30/25	\$ 1,442.50	Special Assessment
11/03/2025	The Stanger Group, Inc.	TSG Invoice - Yellow River at SR 23 (Pay App 04)	\$ 202,076.80	Special Assessment
11/06/2025	Delta Dental	Dental Ins	\$ 116.08	General
11/10/2025	Horizon	Account Service Fee	35.80	General
11/13/2025	American Express	Office supplies, meeting, Suzies	\$ 129.31	General
11/14/2025	QuickBooks Payroll	Tax withdrawal	\$ 1,644.67	General
11/14/2025	Scott D. Pelath	Pay Period: 11/01/2025-11/15/2025	\$ 4,407.50	General
11/14/2025	U.S. Geological Survey	Inv 90141562	\$ 7,500.00	Special Assessment
11/14/2025	U.S. Geological Survey	Inv 90141558	\$ 34,825.00	Special Assessment
11/17/2025	KEIL AND ASSOCIATES, INC.	CAD work on LIDAR	\$ 185.00	Special Assessment
11/17/2025	Duneland Accounting, LLC	ACCOUNTING SERVICES	\$ 900.00	General
11/17/2025	Ambetter from MHS	Health Ins	\$ 2,071.63	General
11/17/2025	Derflinger & Son Dredging & Excavating	Silt trap	\$ 20,000.00	Special Assessment
11/17/2025	Christopher B Burke Engineering, LLC	Kankakee FWA October Invoice and Progress Memo	\$ 26,341.25	Special Assessment
11/17/2025	Hill Excavating	Bank Repair on Kankakee	\$ 30,968.00	Special Assessment
11/19/2025	INPRS	PERF Retirement	\$ 168.66	General
11/25/2025	Scott Pelath	Administrative Mileage Sept 30-Nov 20, 2025	\$ 104.46	General
11/25/2025	Wessler Engineer Inc	Proj 287425.00 10/01/25 to 10/31/25	\$ 430.00	Special Assessment
11/25/2025	Scott Pelath	Operational Mileage Sept 30-Nov 20, 2025	\$ 467.24	Special Assessment
11/25/2025	SWCA, INC	Project 2024 Phase 3 Yellow River Bid and Construction Support	\$ 5,065.78	Special Assessment
11/25/2025	Wessler Engineer Inc	Services from 10/1/25-10/31/25	\$ 6,647.50	Special Assessment
11/25/2025	Abonmarche Consultants, Inc	Professional services completed through 11/21/2025: Project KYRBDC Yellow River Phase IV Design Services	\$ 7,000.00	Special Assessment
11/25/2025	SWCA, INC	through November 8, 2025	\$ 8,308.73	Special Assessment
11/28/2025	INPRS	PERF Retirement	\$ 168.66	General
11/28/2025	QuickBooks Payroll	Tax withdrawal	\$ 1,644.67	General
11/28/2025	Scott D. Pelath	Pay Period: 11/16/2025-11/30/2025	\$ 4,407.50	General
12/8/2025	Delta Dental	Dental Ins	\$ 116.08	General
12/12/2025	INPRS	PERF Retirement	\$ 168.66	General
12/12/2025	Department of Natural Resources Division	Application #:FW -33400	\$ 200.00	Special Assessment
12/12/2025	Department of Natural Resources Division	Application #:FW -33379	\$ 200.00	Special Assessment
12/12/2025	Duneland Accounting, LLC	ACCOUNTING SERVICES	\$ 1,090.00	General
12/12/2025	10-56 Brewing & Catering Co	breakfast on 12/12/25	\$ 1,416.74	General
12/12/2025	On-Site Computing	Invoice 1908893 from ON-SITE COMPUTER L.L.C.	\$ 2,900.00	General
12/12/2025	Butler, Fairman & Seufert, Inc	Invoice for November 2025	\$ 5,145.00	Special Assessment
12/12/2025	SWCA, INC	Project 2024 Phase 3 Yellow River Bid and Construction Support	\$ 5,918.58	Special Assessment
12/12/2025	Abonmarche Consultants, Inc	Professional services completed through 11/30/2025	\$ 6,020.00	Special Assessment
12/12/2025	Delta III INC	Invoice for work done last Thursday	\$ 16,583.30	Special Assessment
			\$ 600,512.98	

Jasper County FEMA Project Augmentation

The work is complete. The project was over two miles long and is of lasting value to not only Jasper County. Best of all, those badly eroding banks and their discharge of sediment are substantially arrested.

Kankakee FWA Water Control Structure Redesign

We have finished survey work and soil analysis. Designs are currently being modified for cost effectiveness and efficiency. The next phase will include regulatory coordination.

Lake County levee inspection

Wessler Engineering is completing physical inspections and preparing a final report.

State Line Bridge

This is our top project slated for next year. IDEM and DNR have issued their permit to relocate the bridge. The Corps of Engineers permit will take longer. They are obligated to include historic preservation officials, and the recent federal shutdown interrupted some required timelines. Even so, plans to bid and complete the project in 2026 remain intact.

Newton County bank reconstruction

Abonmarche and I started reviewing project construction options this week. There are some unique issues near the 3-I railroad bridge that demand construction techniques we do not ordinarily employ. However, they are certainly achievable. Abonmarche is preparing a menu of options for us to review and select prior to design completion.

Yellow River Reconstruction, Phase III

Other than some tree planting next year, Phase III is done. It is a true transformation of miserably failing stream banks. DNR's partnership in funding the work makes it even more gratifying.

Yellow River Reconstruction, Phase IV

Ross St. Clair from SWCA and I have been breaking the project into financially manageable sub-phases. The first priority will be to connect the 2017 Yellow River Pilot Project with our Phase III efforts.

Yellow River emergent island pilot project

Bill Crase, Dan Gumz, and I met with Mike Novotney as Wessler Engineering review preliminary plans for repurposing the island downstream of Range Road in Starke County. It was an invigorating discussion that hopefully will lead to a small streambank reconstruction project that uses the island's approximately 1000 cubic yards of material within its scope.

Channel maintenance

Since the last meeting, work has focused primarily on small bank repairs of less than 300 feet. A severe bank failure between the Kankakee River in IN-8 has been repaired and a nearby section put out

for quotes. We also fixed a severe failure along the graveled road atop the bank at Grand Kankakee Marsh County Park.

Efforts to removal individual fallen logs and debris are continual.

Sediment traps

Derflinger and Son's work to construct a new trap near CR 200 East in Starke County has concluded.

Sediment removal SEA 368 meetings

Craig Cultice and I requested an early regulatory coordination meeting for Yellow River Trap #1 near Bremen. DNR expressed a willingness to allow for a desktop review. We have all acquired experience in sediment trap considerations.

USGS Gauge Contract

The U.S. Geological Survey has offered us a new, three-year contract for our current fleet of stream gauges. The cost increase is negligible, and I am grateful that the agency will continue their subsidies to offset costs. I am also pleased that NIPSCO intends to continue supporting the Kouts and Dunn's Bridge devices. While it was once in doubt, it appears that the Wheatfield plant will continue its discharge monitoring.

Gauge at Crumstown Highway in St. Joseph County

Channel 16 and Channel 22 in South Bend covered the unveiling for our new gauge. I have posted the television news reports on our website. Chairman McNamara, Bill Crase, and Derek Dieter joined me in meeting the reporter on site.

USGS Yellow River sediment monitoring

I hope that USGS will be able to share their full report with us early next year. Preliminary findings have been encouraging.

Plymouth

A contract for SWCA's design work for the Plymouth project is eligible for approval. The Technical Committee and the Commission previously sanctioned the work.

Thank you

As I shared in July, I recently passed my three-hour exam to become a Certified Floodplain Manager. I want to personally thank the Commission for this professional development opportunity, not to mention your ongoing support and confidence.

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

REPORT APPENDIX

CY2026 KRB-YRBDC BUDGET; ASSESSMENT ACCOUNT	
Starting Balance (est.)	1,798,132.44
REVENUE	
Jasper County	190,000.00
Lake County	396,898.52
LaPorte County	706,232.01
Marshall County	573,464.66
Newton County	103,998.23
Porter County	279,823.36
St. Joseph County	325,551.49
Starke County	310,263.94
INTEREST	1.00
REVENUE SUBTOTAL:	2,886,232.21
REVENUE PLUS STARTING BALANCE:	4,684,364.65
EXPENDITURES	
State Line Bridge Removal	1,600,000.00
Bridge Removal, Planning and Engineering	44,000.00
Channel Maintenance	400,000.00
Invasive Plant Species Eradication	50,000.00
Island Obstruction Removal Pilot, Design and Permitting	52,500.00
Island Obstruction Removal Pilot, Construction	250,000.00
Jasper Local Match Payments	95,000.00
Kankakee FWA Design and Permitting	44,061.35
Kankakee FWA Construction	300,000.00
Lake County Parcel Acquisition	40,000.00
Newton County Bank Reconstruction, Construction Planning, and Permitting	25,000.00
Plymouth Bank Reconstruction, Design and Permitting	63,000.00
River Gages	145,985.00
River Inspections and Operations Mileage	5,500.00
Sediment Trap Maintenance	75,000.00
Technical Services, Miscellaneous	50,000.00
Yellow River Phase III Retainage	67,044.96
Yellow River Phase IV Design and Permitting	15,979.81
Yellow River, Phase IV Construction	400,000.00
Yellow River, Phase IV Construction Oversight	20,000.00
Yellow River USGS Sediment Monitoring	7,500.00
EXPENDITURE SUBTOTAL:	3,750,571.12
<i>CASH PRIOR TO DECEMBER REVENUE DRAW</i>	<i>144,395.87</i>
CARRY OVER TO CY2026:	933,793.53

CY2026 KRB-YRBDC BUDGET; NON-ASSESSMENT DOLLARS	
REVENUE	
Jasper	3,800.00
Lake	5,450.00
La Porte	11,350.00
Marshall	7,750.00
Newton	2,700.00
Porter	5,500.00
St. Joseph	6,650.00
Starke	6,800.00
Rental on River Edge Farm	48,800.00
State Administrative Allocation	75,513.00
NIPSCO Reimbursement	57,900.00
<i>INTEREST (MINUS FEES)</i>	3,000.00
TOTAL NEW REVENUE:	235,213.00
ADMINISTRATIVE	
Accounting Contract	14,520.00
Office/Copying/Postage	1,000.00
Payroll	134,930.00
Payroll Taxes (FICA, SUTA)*	10,572.15
Workers Compensation Coverage	1,000.00
Employee Health Insurance	24,256.56
Employee Dental Insurance	1,566.60
PERF	4,047.90
Administrative Mileage	2,500.00
Meeting Expenses and Stakeholder Education Event	2,250.00
Member Per Diem and Mileage	1,500.00
Website and Communications Software	1,000.00
Website Upgrade and Data Capacity Improvements	2,900.00
Meeting Technology and Communication Upgrades	1,000.00
Legal and Professional Services	5,000.00
Education and Training	1,000.00
Board Member and Staff Bonding	1,200.00
Software Fees (Adobe; DocuSign)	1,000.00
Long-Term Disability Premium	4,700.00
TOTAL EXPENDITURES:	215,943.21

ATTACHMENT 2



RESOLUTION 5-2025

WHEREAS, the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”) intends to budget for funds and adopt a wage and salary schedule for the coming 2026 Calendar Year; and

WHEREAS, the budget reflects the Commission’s priorities under its work plan; and

WHEREAS, it is based on reasonable estimates of future revenue and expected obligations; and

WHEREAS, the Indiana State Board of Accounts recommends that the Commission annually adopt a separate wage and salary schedule for its employees(s); and

WHEREAS, the Commissions intends that the 2025 wage and salary schedule be extended through 2026; and

THEREFORE, BE RESOLVED THAT the Commission adopts the following Calendar Year budget and salary schedule contained in the APPENDIX to this resolution.

ADOPTED BY COMMISSION, December 12, 2025

Craig D. Cultice, Secretary

APPENDIX

<u>CY2026 KRB-YRBDC BUDGET, ASSESSMENT ACCOUNT</u>	
Starting Balance (est.)	1,798,132.44
REVENUE	
Jasper County	190,000.00
Lake County	396,898.52
LaPorte County	706,232.01
Marshall County	573,464.66
Newton County	103,998.23
Porter County	279,823.36
St. Joseph County	325,551.49
Starke County	310,263.94
INTEREST	1.00
REVENUE SUBTOTAL:	2,886,232.21
REVENUE PLUS STARTING BALANCE:	4,684,364.65
EXPENDITURES	
State Line Bridge Removal	1,600,000.00
Bridge Removal, Planning and Engineering	44,000.00
Channel Maintenance	400,000.00
Invasive Plant Species Eradication	50,000.00
Island Obstruction Removal Pilot, Design and Permitting	52,500.00
Island Obstruction Removal Pilot, Construction	250,000.00
Jasper Local Match Payments	95,000.00
Kankakee FWA Design and Permitting	44,061.35
Kankakee FWA Construction	300,000.00
Lake County Parcel Acquisition	40,000.00
Newton County Bank Reconstruction, Construction Planning, and Permitting	25,000.00
Plymouth Bank Reconstruction, Design and Permitting	63,000.00
River Gages	145,985.00
River Inspections and Operations Mileage	5,500.00
Sediment Trap Maintenance	75,000.00
Technical Services, Miscellaneous	50,000.00
Yellow River Phase III Retainage	67,044.96
Yellow River Phase IV Design and Permitting	15,979.81
Yellow River, Phase IV Construction	400,000.00
Yellow River, Phase IV Construction Oversight	20,000.00
Yellow River USGS Sediment Monitoring	7,500.00
EXPENDITURE SUBTOTAL:	3,750,571.12
CASH PRIOR TO DECEMBER REVENUE DRAW	144,395.87
CARRYOVER TO CY2026:	933,793.53

<u>CY2026 KRB-YRBDC BUDGET, NON-ASSESSMENT DOLLARS</u>	
REVENUE	
Jasper	3,800.00
Lake	5,450.00
La Porte	11,350.00
Marshall	7,750.00
Newton	2,700.00
Porter	5,500.00
St. Joseph	6,650.00
Starke	6,800.00
Rental on River Edge Farm	48,800.00
State Administrative Allocation	75,513.00
NIPSCO Reimbursement	57,900.00
INTEREST (MINUS FEES)	3,000.00
TOTAL NEW REVENUE:	235,213.00
ADMINISTRATIVE	
Accounting Contract	14,520.00
Office/Copying/Postage	1,000.00
Payroll	134,930.00
Payroll Taxes (FICA, SUTA)*	10,572.15
Workers Compensation Coverage	1,000.00
Employee Health Insurance	24,256.56
Employee Dental Insurance	1,566.60
PERF	4,047.90
Administrative Mileage	2,500.00
Meeting Expenses and Stakeholder Education Event	2,250.00
Member Per Diem and Mileage	1,500.00
Website and Communications Software	1,000.00
Website Upgrade and Data Capacity Improvements	2,900.00
Meeting Technology and Communication Upgrades	1,000.00
Legal and Professional Services	5,000.00
Education and Training	1,000.00
Board Member and Staff Bonding	1,200.00
Software Fees (Adobe; DocuSign)	1,000.00
Long-Term Disability Premium	4,700.00
TOTAL EXPENDITURES:	215,943.21

GROSS SALARY PER PAY PERIOD (24/year), RETROACTIVE TO CY 2019									
Postion	CY2019	CY2020	CY2021	CY2022	CY2023	CY2024	CY2025	CY2026	
Executive Director	4,792.00	4,792.00	4,792.00	4,792.00	5,457.33	5,622.08	5,622.08	5,622.08	

ATTACHMENT 3



United States Department of the Interior

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

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

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

November 20, 2025

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

Dear Mr. Pelath,

Enclosed is a signed original of our standard joint-funding agreement 26NFJFA00000019 for the operation and maintenance of select parameters at six super gages and one streamflow site within the Kankakee and Yellow Rivers (per attachments), during the period January 1, 2026, through December 31, 2028, in the amount of \$451,500 from your agency. U.S. Geological Survey contributions for this agreement are \$252,000 for a combined total of \$703,500. Please sign and return one fully-executed original to Nathan Wood at gs-w-ok_i_admin_fm_mailbox@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Aubrey Bunch at (317) 697-1651 or email aurbunch@usgs.gov to make alternative arrangements.

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

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

Sincerely,

PETER
CINOTTO

Digitally signed by
PETER CINOTTO
Date: 2025.11.25
08:15:13 -05'00'

Pete Cinotto
Acting Director

Enclosure
26NFJFA00000019

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000001354
Agreement #: 26NFJFA00000019
Project #: NF00GWQ
TIN #: 35-1740360**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2026, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Kankakee River Basin and Yellow River Basin Development Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of select parameters at six super gages and one streamflow site within the Kankakee and Yellow Rivers (per attachments), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$252,000 by the party of the first part during the period January 1, 2026 to December 31, 2028
- (b) \$451,500 by the party of the second part during the period January 1, 2026 to December 31, 2028
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR**

**Customer #: 6000001354
Agreement #: 26NFJFA00000019
Project #: NF00GWQ
TIN #: 35-1740360**

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Aubrey Bunch
Supervisory Biologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 697-1651
Fax: (317) 290-3313
Email: aurbunch@usgs.gov

Customer Technical Point of Contact

Name: Scott Pelath
Executive Director
Address: 6100 Southport Road
Portage, IN 46368
Telephone: (219) 861-7999
Fax: (n/a)
Email: sdpelath@gmail.com

USGS Billing Point of Contact

Name: Nathan Wood
Budget Analyst
Address: 9818 Bluegrass Parkway
Louisville, KY 40299-1906
Telephone: (571) 386-7644
Fax: (502) 493-1909
Email: ncwood@usgs.gov

Customer Billing Point of Contact

Name: Stephanie Kuziela
Duneland Accounting, LLC
Address: 309 Broadway
Chesterton, IN 46304
Telephone: (219) 926-9700
Fax: (n/a)
Email: steph@dunelandaccounting.com

**U.S. Geological Survey
United States
Department of Interior**

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

Signature

PETER
By CINOTTO Digitally signed by PETER CINOTTO
Date: 2025.11.25 08:15:57 -05'00' Date: 11/20/2025

Name: Pete Cinotto
Title: Acting Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Kankakee River Basin and Yellow River Basin Development Commission

Attachment for 26NFJFA00000019
2026-01-01 to 2028-12-31

SURFACE WATER

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05516665	YELLOW RIVER NEAR OAK GROVE, IN			
	Full Range Streamflow Station		\$10,875	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$3,625	\$43,500
05517010	YELLOW RIVER NEAR BREMS, IN			
	Stage, Continuous		\$6,000	
	Stage, Continuous		\$8,000	
	Stage, Continuous		\$8,000	
	Stage, Continuous		\$2,000	\$24,000
05517500	KANKAKEE RIVER AT DUNNS BRIDGE, IN			
	Full Range Streamflow Station		\$10,875	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$3,625	\$43,500
05517530	KANKAKEE RIVER NR KOUTS, IN			
	Full Range Streamflow Station		\$10,875	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$14,500	
	Full Range Streamflow Station		\$3,625	\$43,500
Total:			\$154,500	\$154,500

Kankakee River Basin and Yellow River Basin Development Commission
26NFJFA00000019 (continued)

SEDIMENT

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05516500	YELLOW RIVER AT PLYMOUTH, IN			
	Sedimentation, Continuous	\$7,000	\$8,250	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$2,400	\$2,750	\$61,000
05516665	YELLOW RIVER NEAR OAK GROVE, IN			
	Sedimentation, Continuous	\$7,000	\$8,250	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$2,400	\$2,750	\$61,000
05517000	YELLOW RIVER AT KNOX, IN			
	Sedimentation, Continuous	\$7,000	\$8,250	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$2,400	\$2,750	\$61,000
05517010	YELLOW RIVER NEAR BREMS, IN			
	Sedimentation, Continuous	\$7,000	\$8,250	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$9,300	\$11,000	
	Sedimentation, Continuous	\$2,400	\$2,750	\$61,000
Total:		\$112,000	\$132,000	\$244,000

Kankakee River Basin and Yellow River Basin Development Commission
26NFJFA00000019 (continued)

WATER QUALITY

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05515500	KANKAKEE RIVER AT DAVIS, IN			
	Water Quality, Continuous	\$17,500	\$20,625	
	Water Quality, Continuous	\$23,350	\$27,500	
	Water Quality, Continuous	\$23,350	\$27,500	
	Water Quality, Continuous	\$5,800	\$6,875	\$152,500
05517500	KANKAKEE RIVER AT DUNNS BRIDGE, IN			
	Water Quality, Continuous	\$17,500	\$20,625	
	Water Quality, Continuous	\$23,350	\$27,500	
	Water Quality, Continuous	\$23,350	\$27,500	
	Water Quality, Continuous	\$5,800	\$6,875	\$152,500
Total:		\$140,000	\$165,000	\$305,000
GRAND TOTAL:		\$252,000	\$451,500	\$703,500

Kankakee River Basin Yellow River Basin Development Commission Billing Plan

FY26Q2-FY29Q1

Agreement: 23NFJFA0000019 with Amendment 1

Total:

\$451,500.00

Period of agreement: January 1, 2023 - December 31, 2025

FY	Invoice	Period of Performance	Amount	Comments
FY26		January 1, 2026 - March 31, 2026 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY26		April 1, 2026 - June 30, 2026 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY26		July 1, 2026 - September 30, 2026 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY27		October 1, 2026 - December 31, 2026 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY27		January 1, 2027 - March 31, 2027 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY27		April 1, 2027 - June 30, 2027 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY27		July 1, 2027 - September 30, 2027 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY28		October 1, 2027 - December 31, 2027 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY28		January 1, 2028 - March 31, 2028 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY28		April 1, 2028 - June 30, 2028 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY28		July 1, 2028 - September 30, 2028 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
FY29 (Q1)		October 1, 2028 - December 31, 2028 Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage,turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$37,625.00 \$23,500.00	
		Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$14,125.00	
Total			\$451,500.00	

FY	USGS CMF
FY26Q2-4	\$ 63,000.00
FY27	\$ 84,000.00
FY28	\$ 84,000.00
FY29Q1	\$ 21,000.00
Total	\$252,000.00

Attachment B: Proposal

Monitoring of Water Quality and Quantity at Super Gages on the Kankakee and Yellow Rivers in Northern Indiana

USGS Ohio Kentucky Indiana Water Science Center

November 2025

Authors: Aubrey R. Bunch, aurbunch@usgs.gov

Problem

Sediment and nutrient accumulation and transport within the Kankakee River Basin and to downstream water bodies limit the recreational use, ecosystem health, and utility of the river.

Background

Historically, much of the Kankakee River in Indiana meandered through a 400,000-acre wetland, called the Grand Marsh (Bhowmik and others, 1980; U.S. Department of Agriculture, 1909). Seasonally, the marsh ranged from 3 to 5 miles in width and averaged from 1 to 4 feet in depth. The slope of the river was estimated to have been 0.45 foot per mile (Ivens and others, 1981). As early as the 1860s, marsh land in Indiana began to be converted for agricultural use (U.S. House of Representatives, 1916, 1931). Construction of a deep straight channel and tributaries with additional lateral ditches drained swampland and decreased localized flooding (Ivens and others, 1981). The total length of the Kankakee River in Indiana decreased from about 250 to 82 miles resulting in increases to the river slope, water velocity, and the potential for additional transport of sediment by the Kankakee River (Ivens and others, 1981; Bhowmik and others, 1980). Downstream of Indiana, much of the Kankakee River remained in its natural form (Ivens and others, 1981). Channelization of the Kankakee River within Indiana led to increased flooding and sedimentation of the downstream non-channelized, low gradient reaches. Currently (2019), the Kankakee River Basin is a substantial contributor of sediment and nutrients within the Upper Mississippi River Basin (Lathrop and others, 2019; Murphy and others, 2013; Smith and others, 2003; Terrio and Nazimek, 1997; Holmes, 1997; Phipps and others, 1995).

The Kankakee River in Indiana has a drainage area of 1,918 square miles (fig. 1) (U.S. Geological Survey, 2016). The Kankakee River lies in the Northern Moraine and Lake physiographic region of Indiana where the surficial geology consists of stratified sand and gravel (Indiana Geological and Water Survey, 2018; Ivens and others, 1981; Gross and Berg, 1981). Land use of the basin is primarily agriculture. From its source near South Bend, Indiana, the Kankakee River flows in a southwestwardly direction to Illinois. The Yellow River, which originates in St. Joseph County, is a major tributary of the Kankakee River in northern Indiana (fig. 1) with a length of approximately 60 miles and a drainage area of 438 square miles (U.S. Geological Survey, 2016). The Iroquois River, which rises in Jasper County, conflues with the Kankakee River in Illinois.

Several studies on sedimentation and water quality have been undertaken in the Kankakee River Basin, including five USGS studies resulting in reports. Phipps, Johnson, and Terrio (1995) used dendrogeomorphic data to conclude that sedimentation rates in the Kankakee River near

Momence, Illinois were greater after 1950 than before 1950. Terrio and Nazimek (1997) found that there was net deposition of sediment of 133,600 cubic yards in their study reach near the Indiana-Illinois border from 1980 to 1994. Holmes (1997) found that from 1993 to 1995 there was a net increase in total suspended sediment load of 659,000 tons in the Kankakee River, mainly contributed by the Iroquois River, the largest tributary of the Kankakee River, with the Yellow River being the second largest.

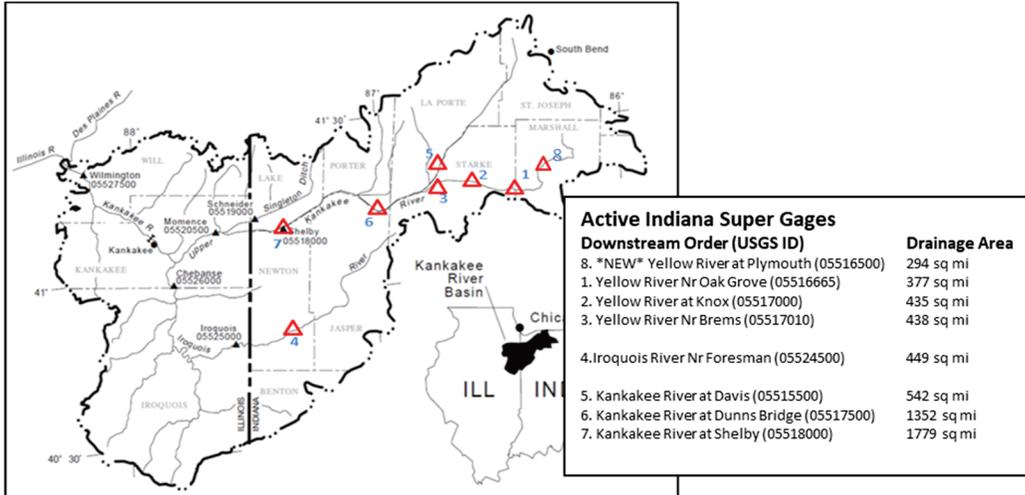
Within the Indiana portion of the Kankakee River Basin, the U.S. Geological Survey (USGS) maintains nine active streamflow gages. Gages are located on the Kankakee River (4), the Yellow River (4), and the Iroquois River (2) (table 1). In addition to streamflow, many of these gages are considered super gages and measure continuous water-quality parameters as well as provide surrogate models of water-quality parameters that cannot be directly measured in real time (table 1, figure 1). All the gages are operated in cooperation with a variety of partners including the Kankakee River Basin and Yellow River Basin Development Commission (KRBYRBDC), the Indiana Department of Environmental Management (IDEM), the Indiana State Department of Agriculture (ISDA), the Indiana Department of Transportation (INDOT), the U.S. Army Corps of Engineers, and the Indiana Department of Natural Resources.

Table 1: List of USGS sites, gages type, and cooperators within the Kankakee River Basin in Indiana.

[USGS, U.S. Geological Survey; Q, streamflow; TBY, turbidity; temp, temperature; SED, suspended sediment; NOx, nitrate plus nitrite; KRBYRBDC, Kankakee River Basin Yellow River Basin Development Commission; INDOT, Indiana Department of Transportation; IDEM, Indiana Department of Environmental Management; ISDA, Indiana State Department of Agriculture; TN, total nitrogen; TP, total phosphorus]

River	Site	USGS Station Number	Gage Type	Surrogates Developed	Cooperator(s)
Yellow	Plymouth	05516500	Q, TBY, temp		KRBYRBDC, INDOT (Q)
	Oak Grove	05516665	Q, TBY, temp	SED	KRBYRBDC
	Knox	05517000	Q, TBY, temp	SED	KRBYRBDC, INDOT (Q)
	Brems	05517010	Stage, TBY, temp	SED	KRBYRBDC
Kankakee	Kouts	05517530	Q		KRBYRBDC
	Davis	05517530	Q, 5-parameter, NOx	SED, TN, TP	KRBYRBDC, IDEM (Q), ISDA (NOx)
	Dunns Bridge	05515500	Q, 5-parameter, NOx	SED	KRBYRBDC, ISDA (NOx)
	Shelby	05518000	Q, 5-parameter, NOx	SED, TN, TP	IDEM, US Army Corps of Engineers
Iroquois	Foresman	05524500	Q, 5-parameter, NOx	SED, TN, TP	ISDA, INDOT
	Rensselaer	05522500	Q		INDOT

Figure 1: Map of the super gage network in the Kankakee River Basin in Northwestern Indiana.



The super gage network in the Kankakee River Basin began in 2012, with continuous water quality monitoring of turbidity at multiple location on the Yellow River and Kankakee River. The USGS, in cooperation with the Three County Board (La Porte, Marshall, and Starke Counties) which developed into the Kankakee River Basin and Yellow River Basin Development Commission (KRB-YRBC), used the continuous turbidity data along with discrete water-quality samples for suspended sediment to develop suspended sediment regression models following USGS Techniques and Methods 3-C4 (2009). Other cooperators joined (Table 1) and additional sites have been added to the network over time, as well as the addition of continuous nutrient parameters and nutrient surrogates. The surrogate models, are publicly available on the USGS National Real-time Water Quality web page (nrtwq.usgs.gov), provide real-time estimates of suspended sediment concentration and loads for the Yellow River (Oak Grove, Knox, and Brems), the Kankakee River (Davis, Dunns, and Shelby), and the Iroquois River (Foresman). Nutrient regression models have also been computed for select Kankakee and Iroquois sites (Shelby, Davis, and Foresman).

Objective

The objective of this project is to document constituent loads for the Yellow (suspended sediment) and Kankakee Rivers (suspended sediment, total nitrogen, and total phosphorus). To assess water-quality trends and evaluate restoration efforts in the basin over time.

Scope

The scope of the proposed project includes the continuation of the operation and maintenance (O&M) of select parameters at six super gages and one streamflow site within the Kankakee and Yellow Rivers:

1. Yellow River at Plymouth, IN, USGS 05516500 (turbidity, temperature)
2. Yellow River near Oak Grove, USGS 05516665 (streamflow, turbidity, temperature)
3. Yellow River at Knox, USGS 05517000 (turbidity, temperature)
4. Yellow River near Brems, USGS 05517010 (stage, turbidity, temperature)

5. Kankakee River at Davis, USGS 05515500 (pH, dissolved oxygen, specific conductance, turbidity, temperature)
6. Kankakee River at Dunns Bridge, USGS 05517500 (streamflow, pH, dissolved oxygen, specific conductance, turbidity, temperature)
7. Kankakee River at Kouts, USGS 05517530 (streamflow)

Approved models allow for publicly available data of continuous concentration of suspended sediment and nutrients within the basin. At sites with streamflow, data loads are computed in conjunction with approved models. Where statistically valid, the USGS will update regression models which are used to estimate suspended sediment and nutrient concentrations.

Additional parameters at the listed sites are funded through other cooperative agreements (See table 1).

Approach

Using near real-time continuous data and representative collection of discrete samples, the USGS Ohio-Kentucky-Indiana Water Science Center will estimate continuous concentrations and loads of suspended sediment within the Kankakee River Basin. Following methods outlined in USGS Techniques and Methods 3-C4(2009) and USGS Office of Water Quality Tech Memo 2016.10(2016b), continuous turbidity data will be used as a surrogate of suspended sediment. Suspended sediment samples will be collected throughout the range of hydrologic and seasonal conditions. Continuous estimates of suspended sediment concentration and load data will be computed if the resulting simple linear model meets minimum criterion. Otherwise, additional parameters such as discharge, and specific conductance will be evaluated. Where statistically valid, nutrient models will be developed for the Kankakee River sites following similar methods and published in a USGS report.

Discrete sample and continuous in situ data will be housed in the USGS Water Data for the Nation (WDFN) database. Continuously calculated data will be published on-line at the USGS National Realtime Water Quality web page and/or in USGS data releases or reports. Post model development, sampling will continue to assess model calibration.

Continuous Monitor Operation and Maintenance –

Currently (2025), the USGS operates 7 gages in cooperation with the KRB-YRBDC within the Indiana portion of the Kankakee River Basin

- Monitors will be operated using the guidelines outlined in Techniques and Methods 1-D3(2006) and 1-D5(2013).
- Monitors will be serviced as necessary every 2 to 4 weeks. Time periods between servicing are often affected by in-stream and seasonal conditions.
- Cross-stream calibrations will be collected a minimum of twice per year and under differing flow conditions.
- Temperature probes will be checked with a National Institute of Standards and Technology certified thermometer quarterly.
- Streamflow measurements and stage will be collected 6 to 7 times per year
- Continuous in situ data will be logged to a data collection platform every 15 minutes and uploaded to the web hourly.

Discrete Sample Collection –

- Suspended sediment and nutrient samples will be collected as outlined in the USGS National Field Manual for the Collection of Water-Quality Data (variously dated). Samples will be collected using USGS equal width increment techniques and approved isokinetic samplers.
- At low flow, samples will be collected by wading. Higher flow samples will be collected from bridges adjacent to the monitoring installations.
- Samples will be analyzed by the USGS Kentucky Sediment Laboratory for concentration and sand/break analysis; and USGS National Water Quality Laboratory for total nitrogen and phosphorous analysis.
- While models are being constructed, 15 -20 samples per year will be collected throughout the range of seasonal and hydrologic conditions. After the model is approved, the sample frequency will be decreased allowing enough samples for model assessment.

Data Management –

- Continuously monitored data will be transmitted using the Geostationary Operational Environmental Satellite. Data will be stored in the USGS AQUARIUS database. Following WRD Policy Numbered Memorandum No.2010.02, Continuous Records Processing of all Water Time Series Data, data will be checked daily and approved within 150 days of collection.
- Continuously monitored data review involves a detailed process, outlined in Techniques and Methods 1-D3(2006). Ultimately, continuous data are worked by the collecting technician and then reviewed by the project chief. Data Quality Indicators (DQI) are then set to reviewed and accepted. Data are published online.
- Discrete data are stored in the USGS Water Data for the Nation database with other water quality parameters and information as uploaded by the field technician.
- Discrete data are reviewed as they become available. Ultimately, discrete data are worked by the collecting technician and then reviewed by the project chief. Result grades are then set to reviewed and accepted. Data are published online.

Model Development –

- Previously published models for suspended sediment were developed using older model YSI monitors (6-series). In 2018 new models YSI EXOs were placed at all sites. Side by side comparison studies showed that the new monitors provide similar but slightly different turbidity results then the old 6-series models (Messner and others, 2024). Due to this new surrogate models are being developed using the YSI EXO data paired with discrete samples.
- Simple linear or multiple linear regression models will be developed using the processes outlined in Techniques and Methods 3-C4(2009) and USGS Office of Water Quality Tech Memo 2016.10 (2016b).
- Data used to develop a regression models will be approved continuous data and approved discrete sample data.
- The models will be developed using the R statistics package.

- The models are developed, reviewed by two hydrologists, and then approved by the OKI Water Science Center. The models will not be approved until meeting or exceeding relevant USGS criteria.

Publication –

- All data collected will be worked, checked, and reviewed prior to publication and will be made publicly available through WDFN and/or in USGS data releases and reports.
- Data will meet the publication requirements as established by the USGS prior to approval.
- Data will be continuously processed following guidelines as noted in WRD Policy Numbered Memorandum No.2010.02.

Continued Assessment –

- After each model is approved and published, continuous monitors will continue to be operated following Techniques and Methods 1-D3 (2006).
- Post model approval, fewer water-quality samples may be collected to verify continued model accuracy.

Quality assurance

This project will follow established protocols and methods for sampling (National field manual for the collection of water-quality data, variously dated), continuous monitor operation (USGS Techniques and Methods 1-D3, 2006; USGS Techniques and Methods 1-D5, 2013), and regression model development (USGS Techniques and Methods 3-C4, 2009). This project will also follow the most current versions of the Ohio-Kentucky-Indiana Water Science Center Quality-Assurance Plan and the Ohio-Kentucky-Indiana Water Science Center Data Management Plan.

Quality assurance protocols as outlined in the above method papers and as specifically relate to the equipment and the samples to be collected will be followed. Replicate water-quality samples will be collected at a rate of 1 to 24. Field blank samples will be collected at a rate of 1 to 30.

Timeline

This project extension will begin with a new agreement on January 1, 2026, and end on December 31, 2028. The new agreement is for a period of 3 years.

Funding

The total funding requirement to operate the Kankakee River Basin super gages and streamflow gage for this 3-year agreement from January 1, 2026, to December 31, 2028, are listed below (Table 2). The KRBYRBDC and the USGS contributions to the overall price of operation are outlined in the cost breakdown. Table 3 shows the proposed quarterly billing for a fixed rate agreement.

Table 2: Funding breakdown for the continuation of the Kankakee River – Yellow River super gage network from January 1, 2026, to December 31, 2028.

	Year 1 Jan - Dec 2026	Year 2 Jan - Dec 2027	Year 3 Jan - Dec 2028	Total
KRBYRBDC	\$ 150,500.00	\$ 150,500.00	\$ 150,500.00	\$451,500.00
USGS CMF	\$ 84,000.00	\$ 84,000.00	\$ 84,000.00	\$252,000.00
			Total	\$703,500.00

Table 3: Proposed quarterly billing for fixed rate billing.

Sites	Quarterly Cost
Yellow River: Plymouth (turbidity, temp), Oak Grove (discharge, turbidity, temp), Knox (turbidity, temp), Brems (stage, turbidity, temp), Kankakee River: Davis (5-parameter sonde)	\$ 23,500.00
Kankakee River: Kouts (discharge), Dunns Bridge (discharge, 5-parameter sonde)	\$ 14,125.00
KRBYRBDC Quarterly Cost	\$ 37,625.00

Products

1. From each gage, in situ continuous data and discrete water-quality sample data will be collected and stored in the publicly available WDFN database (<https://waterdata.usgs.gov/nwis>).
2. Where statistically valid, planned model updates include suspended sediment surrogates at all five super gage sites withing the Kankakee River Basin. Surrogate models will provide suspended sediment concentration and load data. For the Kankakee River sites, nutrient concentrations and loads will be calculated and stored. Data are stored and publicly accessible as instantaneous concentrations and loads (15-minute intervals) at the National Real-Time Water Quality web site (<https://nrtwq.usgs.gov/>).

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ATTACHMENT 4

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHERN INDIANA PUBLIC SERVICE COMPANY (NIPSCO) AND THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT COMMISSION REGARDING RIVER GAGES

Effective Date: January 1, 2026

Termination Date: December 31, 2028

I. PURPOSE

This Memorandum of Understanding (“Agreement”) is made and entered into by and between Northern Indiana Public Service Company (“NIPSCO”) and the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”), collectively referred to as “the Parties.”

The Parties desire to extend their longstanding cooperative arrangement concerning the United States Geological Survey (“USGS”) river gauges located at Kouts and Dunn’s Bridge on the Kankakee River. These gauges provide critical data on river height and discharge, which benefit NIPSCO, the Commission, the National Weather Service, and the general public by improving understanding of river flow and flood prediction.

II. BACKGROUND

Because contracts for USGS gauges may only be entered into with governmental entities, the Commission contracts with the USGS for the operation of the Kouts and Dunn’s Bridge gauges, while NIPSCO reimburses the Commission for the full cost of these gauges.

As of June 30, 2025, the combined quarterly cost of both gauges was approximately \$14,475. The Commission also bears the full cost of maintaining other gauges in the watershed, including those at Davis, Brems, Knox, Oak Grove, and Plymouth.

III. OBLIGATIONS OF THE PARTIES

A. Commission Responsibilities

1. Contract with the USGS for the operation and maintenance of the Kouts and Dunn's Bridge river gauges;
2. In good faith and in consultation with NIPSCO, negotiate the most favorable pricing available for such gauges;
3. Pay the full quarterly cost to the USGS and request reimbursement from NIPSCO for the full cost of the Kouts and Dunn's Bridge gauges; and
4. Provide NIPSCO with copies of USGS invoices and any applicable contracts for these gauges when submitting reimbursement requests.

B. NIPSCO Responsibilities

1. Reimburse the Commission for the full cost of the Kouts and Dunn's Bridge gauges within sixty (60) days of receiving the Commission's reimbursement request and supporting documentation.

IV. TERM, MODIFICATION, AND TERMINATION

A. Term: This Agreement is effective from January 1, 2026, through December 31, 2028, unless terminated earlier as described below.

B. Modification or Renewal: This Agreement may be modified or renewed for a fixed term by mutual written consent of both Parties.

C. Termination:

1. The Agreement will terminate automatically on December 31, 2028, or upon termination of the Commission's USGS contract for either gauge, whichever occurs first.
2. Either Party may elect not to renew this Agreement after its expiration by providing one hundred eighty (180) days' written notice to the other Party.
3. All notices shall be in writing and delivered personally, by certified mail, or by confirmed email receipt.

V. FINAL PAYMENT

Upon termination of this Agreement, the Commission may submit a final reimbursement request within ninety (90) days of termination. NIPSCO shall make payment within sixty (60) days of receiving a valid final reimbursement request.

VI. OTHER PROVISIONS

- Amendments: Any amendment to this Agreement must be in writing and signed by both Parties.
- Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

VII. SIGNATURES

By their signatures below, the Parties affirm that they have the authority to enter into this Agreement and agree to its terms and conditions.

FOR NIPSCO:

Name:

Title:

Date:

FOR THE COMMISSION:

Name:

Title:

Date:



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May 06, 2025

Scott Pelath

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

Re: Yellow River Restoration at River Park Square

Dear Scott Pelath:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our environmental services scope of work and cost estimate for the proposed Yellow River Restoration at River Park Square in Plymouth, Indiana. It is our understanding that this project will require the following: 1) Field investigation; 2) Conceptual Design; 3) Permit-Level Design and Permitting; and 4) Final Design and Construction Bid Documents. In addition to the scope detailed above and at no additional fee, SWCA will assist the Commission with preparing a 2026 DNR Lake and River Enhancement (LARE) construction grant application.

The cost to complete this work, as described in the attached scope of work, is a time-and-materials, not-to-exceed total of \$62,300.

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

Sincerely,

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

Ross St.Clair
Project Manager and Senior Restoration Engineer

PROJECT LOCATION AND UNDERSTANDING

This phase of the Yellow River Restoration at River Park Square (Project) and design will focus on a reach within River Park Square beginning near the E. LaPorte Street foot bridge and extend downstream to near the S. Water Street foot bridge. An approximately 15-20' tall riverbank is eroding along this outside bend contributing to downstream sedimentation and encroaching upon private parcels. The restoration approach is anticipated to focus on toe of slope protection, grading and native vegetation establishment along the east/south high bank and then opposite bank floodplain grading to enhance channel to floodplain connectivity.



Figure 1. Project Reach. From near E. LaPorte St. foot bridge to near S. Water St. foot bridge.



SCOPE OF WORK

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

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

PHASE 1. FIELD INVESTIGATION

TASK 1. PROJECT KICKOFF

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

TASK 2. FIELD INVESTIGATION

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

Task 2a. Stream Assessment and Survey

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

To characterize the geomorphic state of the Project Reach during the field investigation, SWCA will employ Rosgen's Geomorphic Survey methodology. Our team routinely uses this survey methodology to gather information on our stream projects. This depth of experience helps ensure that the Commission and the involved permitting agencies get quality data to evaluate Project designs and outcomes. During the stream assessment, SWCA will collect 1) cross sections, 2) longitudinal profile, 3) river geometry, and 4) substrate data. The data gathered during the field investigation will be compared to published regional curve data collected by the U.S. Geological Survey and also the Rosgen stream type classifications. In addition to the stream assessment data, a public utility request will be submitted and identified utilities will be surveyed by the PLS.



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

Task 2b. Soils Review

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

Task 2c. Aquatic and Riparian Habitat Survey

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

Task 2d. Wetland Delineation

SWCA will conduct an on-site delineation of waters of the United States, including wetlands, consistent with the 1987 U.S. Army Corps of Engineers (USACE) *Wetlands Delineation Manual* and subsequent 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)* to delineate any wetland boundaries within potentially impacted areas of the Project Reach and record the wetland characteristics. SWCA will assess the Project Reach for the absence/presence of areas possessing the three required wetland parameters (i.e., hydrophytic vegetation, hydric soils, and wetland hydrology) and delineate those areas. SWCA will also delineate the ordinary high-water mark of any waterbodies within the Project Reach (i.e., Yellow River). Wetland and waterbody boundaries will be mapped using GPS units capable of submeter accuracy. Upon completion of our field effort, SWCA will prepare a wetlands and waterbodies delineation data sheets with data points and waters polygons for the permit design plans for permitting agency review.

PHASE 1 DELIVERABLES/OUTCOMES:

- Stream assessment and survey documentation
- Photo documentation
- Wetland delineation sheets with data points and waters polygons on plan sheets

PHASE 1 ASSUMPTIONS:

- SWCA will have access to the entire Project Reach within the Commission's 75' easement. Should additional access permissions be required, the Commission and/or City of Plymouth will provide.
- Scope does not include species-specific presence/absence surveys for listed species as these have not been required for past Yellow River design and permitting projects with the Commission

PHASE 2. CONCEPTUAL EXHIBIT

TASK 1. CONCEPTUAL DESIGN

Following the field investigation, SWCA will compile and analyze collected data and develop a conceptual design exhibit detailing the general limits of proposed work, proposed restoration treatments, and anticipated access and staging areas for the Commission and City of Plymouth's review. As a deliverable, SWCA will provide this concept plan set to the Commission, City of Plymouth, and impacted landowners. SWCA will work with the Commission and



City of Plymouth to make individual contact via mail, phone or email with adjacent landowners impacted by the Project. Concept exhibit will be sent to each landowner. Should an on-site meeting be required to discuss landowner questions/concerns, SWCA has budgeted for one landowner meeting with involved parties.

TASK 2. EARLY AGENCY COORDINATION

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

PHASE 2 DELIVERABLES/OUTCOMES:

- Conceptual design exhibit
- SEA 368 request, meeting, and minutes

PHASE 3. PERMIT-LEVEL DESIGN AND PERMITTING

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

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

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

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

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



- Vegetation plan
- Construction notes
- Sediment and erosion control notes

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

TASK 2. PERMIT APPLICATION SUBMITTALS

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

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

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

Tree mitigation is the only mitigation anticipated and scoped. Along this reach of the Yellow River, it is anticipated that the Indiana Department of Natural Resources would require a 5:1 or replacement based on impact area for trees removed over 10 inches in diameter at breast height. SWCA has budgeted time to develop the mitigation and monitoring plan as part of the design scope. Performing post-construction monitoring is not included in this scope of work; however, if required, SWCA could provide post-construction monitoring under a separate scope of work and fee.

PHASE 3 DELIVERABLES/OUTCOMES:

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

PHASE 3 ASSUMPTIONS:

- No Individual Permit will be required for USACE Section 404
- No Isolated Wetland Permit from the Indiana Department of Environmental Management will be required



- SWCA has included budget \$250 for permit application fees
- No Letter of Map Revision from FEMA will be required
- Scope does not include a cultural resource review or SHPO coordination.

PHASE 4. FINAL DESIGN AND CONSTRUCTION BID DOCUMENTS

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

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

PHASE 4 DELIVERABLES/OUTCOMES:

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

PHASE 4 ASSUMPTIONS:

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

PROJECT SCHEDULE

SWCA proposes the following schedule (Table 1), which assumes the contract award and notice to proceed are issued in June 2025.

Table 1 Project Schedule

PHASE	APPROXIMATE TIMELINE
Phase 1. Field Investigation	June-August 2025
Phase 2. Conceptual Design	August-September 2025
Phase 3. Permit-Level Design and Permitting*	September-January 2025
Phase 4. Final Design and Construction Bid Documents	January-February 2026

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



COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the Project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed \$62,300 without client approval to complete the Project, as presented in Table 2 below.

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

Table 2. Cost Estimate

PHASE	TOTAL \$
Phase 1. Field Investigation	\$20,850
Phase 2. Conceptual Exhibit	\$8,700
Phase 3. Permit-Level Design and Permitting	\$23,550
Phase 4. Final Design and Construction Bid Documents	\$9,200
PROJECT TOTAL	\$62,300

In addition to the scope detailed above and at no additional fee, SWCA will assist the Commission with preparing a 2026 DNR Lake and River Enhancement (LARE) construction grant application. In collaboration with the Commission, SWCA will engage with DNR LARE staff and arrange a site visit to review the proposed restoration project and discuss its anticipated benefits. SWCA will compile and provide relevant background information and design documentation needed to complete the application. While the outcome of the grant process cannot be guaranteed, SWCA has a strong working relationship with LARE staff and is confident in its ability to help develop a competitive and compelling application on behalf of the Commission.



Services Agreement

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



Yellow River Restoration at River Park Square

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

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

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

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

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

The parties hereby agree to the foregoing terms, including terms establishing the relative rights, obligations, responsibilities and liabilities of the party, effective as of December 15, 2025. The individual signatories below represent and warrant that they are authorized to bind the party on whose behalf they are signing.

SWCA, Incorporated

Client: Kankakee River Basin & Yellow River Basin Development Commission

By:

By:

Name: Sarah Zink

Name: John R. McNamara

Title: Director

Title: Chair

Billing Contact: Scott D. Pelath

Street Address: 460 Lincolnway, Suite 322

City: Valparaiso State: IN Zip Code: 46383

Phone: (219) 861-7999 Email: sdpelath@gmail.com

ATTACHMENT 6

November 25, 2025

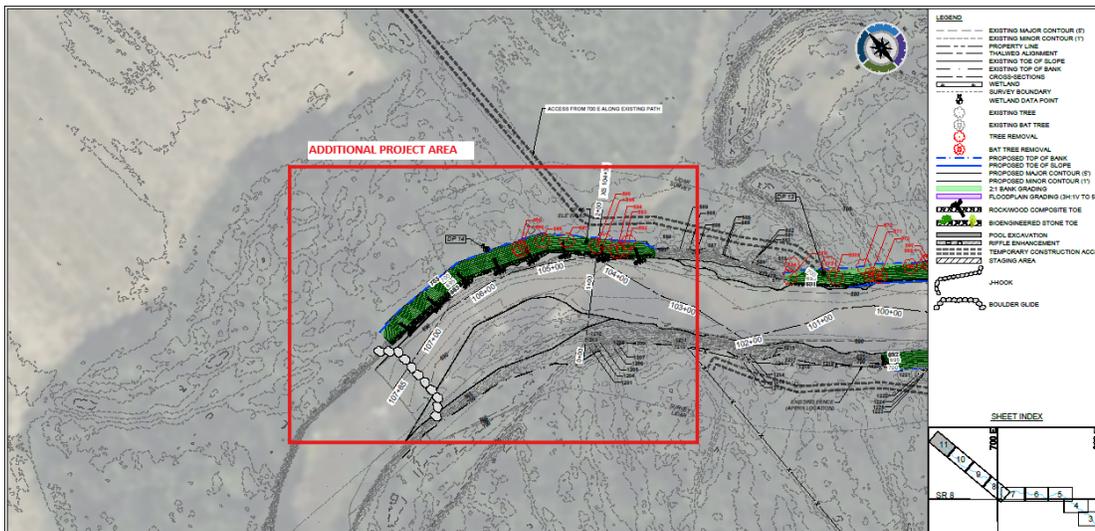
Scott Pelath
 Executive Director
 Kankakee River and Yellow River Basin Development Commission

Submitted electronically via email to: sdpelath@gmail.com

RE: Yellow River Phase IV

Dear Scott Pelath,

SWCA Environmental Consultants (SWCA) is submitting Change Order 1 to the Commission to account for additional services associated with the Yellow River Phase IV design project. This change order reflects the added project length within the Project Area—approximately 400 feet at the downstream limit on the Mark Matthews property (see below)—as well as additional support for the SR 23 kayak launch.



Cost

SWCA can complete this scope of work for a fixed-fee amount as follows:

- **Task 4 – Final Design and Construction Bid: \$10,000**

Thank you for the opportunity to provide continued support on this project. If you have any questions, please contact me at ross.stclair@swca.com or 260-579-0337.

Sincerely,

Ross St.Clair
 Senior Restoration Engineer



ATTACHMENT 7

DATE: August 25, 2025

TASK NAME: Kankakee FWA Control Structures Improvement Design (Amendment No. 1)

PROJECT DESCRIPTION: The Indiana Department of Natural Resources Kankakee Fish and Wildlife Area (FWA) is situated at the confluence of the Kankakee and Yellow rivers in Starke County. The berm system within the FWA prevents connection of the floodplains of the two rivers while spillway control structures flowing perpendicular to the floodplain transfer water between the rivers at specific locations. Burke completed an existing and proposed condition hydraulics study of the area in 2024 to study patterns of flow across control structures and provide conceptual solutions for improving channel dynamics in both rivers. The selected conceptual solution within the Kankakee FWA includes excavation of notches in the two downstream berms and raising the Kankakee River drive-over spillway sill to achieve project objectives. Burke is under contract with the Kankakee River Basin Yellow River Basin Development Commission (KRBYRBDC) to develop construction plans for the proposed solution.

The September 24, 2024 task summary sheet for the design of the control structure improvements included the production of a construction plan set, technical specifications, and an opinion of probable construction cost. This task summary sheet included a \$10,000 allowance for survey acquisition and did not include geotechnical engineering analysis in order to meet the available KRBYRBDC 2024 budget. Burke believes that geotechnical engineering analysis at the site is required to evaluate soil characteristics, determine groundwater levels that will be encountered during construction, and obtain earthwork recommendations including site/subgrade preparation, recommended pavement options, and design parameters. Acquisition of geotechnical engineering recommendations will help guide the design of the notches and allow for more informed bids from contractors. In addition, Burke has now received a proposal from the selected survey firm. This proposal includes a fee of \$14,900, which exceeds the allowance included in the 2024 agreement. Therefore, an amendment to the original task summary sheet is required to complete the survey services and perform geotechnical analysis. Additions to the task and fees included in the original task summary sheet are provided below.

PRIMARY TASKS:

- Burke’s September 24, 2024 task summary sheet included an allowance of \$10,000 for topographic survey work. The proposal from the selected survey firm includes a fee of \$14,900. An additional allowance of \$4,900 is required to perform topographic survey work.
- Geotechnical engineering analysis will include test borings, laboratory tests, and necessary analyses to identify existing berm material and to provide geotechnical engineering recommendations based on the berm material encountered at the two berm notch locations. Burke will subcontract Terracon to complete this work. The proposal received from Terracon allocates \$15,000 to complete the geotechnical engineering analysis.

FEE ESTIMATE: We have estimated the total cost for the tasks outlined above to be **\$19,900**. This amendment would increase the total estimated fee for this project to \$97,700. The estimated fee for this amendment is broken down as follows:

Task	Estimated Fee
Survey Acquisition	\$4,900
Geotechnical Engineering Analysis	\$15,000
AMENDMENT NOT TO EXCEED TOTAL	\$19,900

CONCURRENCES & NOTICE TO PROCEED:

Burke Representative: Name: Jon D. Stolz, PE Initials: JDS Date: 08/25/2025
Commission Representative: Name: _____ Initials: _____ Date: _____

The noted tasks, fee, and time schedule are provided as an approximation of what may be necessary to complete the noted project. The use of these estimates is intended for planning purposes only and is not intended to replace the contractual obligations of both the Kankakee River Basin Yellow River Basin Development Commission and Christopher B. Burke Engineering, LLC. The services outlined in this task summary sheet are subject to the terms and conditions and standard charges as set forth in the original contract (19.R200461.00000) dated October 2, 2020.

ATTACHMENT 8

THIS AGREEMENT is made this ____ day of _____, 2025, between KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT COMMISSION of 460 Lincolnway, Suite 322, Valparaiso, Indiana 46384, hereinafter referred to as "Commission", and SCOTT D. PELATH of _____, hereinafter referred to as "Employee".

WHEREAS, Commission desires to employ the Employee as the Executive Director of the Commission; and

WHEREAS, Employee accepts such employment as Executive Director and agrees to comply with the terms and to perform all conditions of this Agreement.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Scope of Work.** The Commission engages the Employee to serve as Executive Director of the Commission and for purposes of this Agreement, the duties and responsibilities are defined as outlined in the Executive Director Position Description attached hereto and incorporated herein, and marked as **Exhibit "A,"** as well as such other duties and responsibilities which may be assigned by the Commission from time to time which are related to the foregoing. During the term of this Agreement, Employee shall devote full time and diligent effort to the duties and responsibilities as may be required to fully discharge Employee's responsibilities in a competent and professional manner, and in a manner which is satisfactory to the Commission.
2. **Term.** This Agreement is effective as of January 1, 2026, and shall continue in effect until cancelled by either party under the terms of this agreement. Notice by certified mail (return receipt requested) to the addresses set forth above shall be deemed effective upon mailing.
3. **Price and Payment.** The Commission agrees to pay the Employee in accordance with the Compensation Schedule attached to this Agreement and incorporated herein as **Exhibit "B,"** and the Employee agrees to accept such amounts as full payment for his work.
4. **Expenses.** Employee shall be entitled to reimbursement for the following expenses which will be provided by the Commission:
 - a. Mileage for job related use by Employee of his own vehicle at the then prevailing rate allowed to Federal Government employees.
 - b. Travel expenses incurred on business travel for the Commission at the rates allowed to Federal Government employees, provided authorization of such travel is received in advance from the Commission.
5. **Best Efforts of Employee.** Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, and as otherwise directed by Commission, to the reasonable satisfaction of Commission.
6. **Vacation.** Employee shall be entitled to vacation time as outlined in Commission Personnel Policy attached to this Agreement and incorporated herein as **Exhibit "C"**, which may be amended by a vote of the Commission.

7. **Sick Leave/Personal Business/Paid Time Off.** Employee shall be entitled sick leave/personal business/paid time off to as outlined in Commission Personnel Policy attached to this Agreement as **Exhibit "C"**, which may be amended by a vote of the Commission.
8. **Holidays.** Employee shall be entitled to holidays as outlined in Commission Personnel Policy attached to this Agreement as **Exhibit "C"**, which may be amended by a vote of the Commission.
9. **Other Benefits.** Employee is to receive health insurance benefits as set forth in the Personnel Policy, Exhibit C. Employee is currently enrolled in the INPRS My Choice plan, and the Commission will continue contributing 3% of Employee's earnings to that plan for the term of employment, in accordance with Commission policy. Employee may contribute to an IRA or other savings plan as he sees fit.
10. **Termination for Disability.** Commission shall have the option to terminate this Agreement if Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Commission shall exercise this option by giving thirty (30) days written notice to Employee.
11. **Termination for Cause.** During the term of this Employment Agreement, Employee may be immediately removed from his employment for good and sufficient cause which shall be deemed to include, but not necessarily limited to, acts of dishonesty, insubordination, purposeful and intentional disclosure of confidential information, gross or careless misconduct, neglect of his duties, breach of fiduciary or ethical duty, or illegal activity.
12. **Termination Without Cause.** Commission may terminate Employee without cause upon One Hundred and Eighty (180) days prior written notice to the Chairman and Attorney of Commission. The Employee shall have an affirmative duty to assist and cooperate with Commission in the transition to a new Executive Director.
13. **Termination by Employee.** Employee may terminate his role and responsibilities under the provisions of this Employment Agreement upon One Hundred and Eighty (180) days prior written notice to the Chairman and Attorney of Commission. The Employee shall have an affirmative duty to assist and cooperate with Commission in the transition to a new Executive Director.
14. **Compliance with Commission's Rules/Policies.** Employee agrees to comply with all of the rules, regulations and policies of Commission as may apply from time to time, if any.
15. **Assignment.** Commission may not assign any or all of its rights and duties under this Agreement without the prior written consent of Employee. Employee may not assign any of his rights or duties under this Agreement without the prior written consent of Commission.
16. **Entire Agreement** This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing which is signed by each of the parties.
17. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
18. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.
19. **Law.** This Agreement shall be governed and construed in accordance with Indiana law.

20. **Notices.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand-delivered, mailed by certified mail (return receipt requested), or sent by recognized overnight courier service.
21. **Waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
22. **Non-Disclosure of Commission's Affairs.** Employee agrees to keep confidential such information as Commission may from time to time impart to Employee regarding Commission's business affairs. Employee will not, in whole or in part, now or at anytime, disclose such information.
23. **Attorney's Fees.** In connection with any litigation arising out of this Agreement, the successful party shall be entitled to recover all expenses incurred including, but not limited to, reasonable attorney's fees, in all jurisdictions and at all levels, including appeals.
24. **Binding Effect.** This Agreement shall inure to the benefit of and may be enforced by the Commission and its successors and assigns, and shall be binding upon Employee, Employee's executors, administrators, legatees, and other successors in interest.
25. **Employee at Will.** Employee acknowledges by signing below that he is an employee at will, notwithstanding anything to the contrary in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMMISSION:

KANKAKEE RIVER AND YELLOW RIVER BASIN
DEVELOPMENT COMMISSION

EMPLOYEE:

By: John McNamara, P.E., L.S.

SCOTT PELATH