

*****MINUTES*****

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

**Friday, June 26, 2026
10:00 CDT/11:00 EDT**

**Lowell Public Library
Program Room
1505 East Commercial Avenue
Lowell, IN 46356**

FOR MEMBERS AND PUBLIC PARTICIPATING ELECTRONICALLY

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CALL TO ORDER / PLEDGE OF ALLEGIANCE

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

ROLL CALL OF MEMBERS

Members present physically: Rob Churchill, Bill Crase, Craig Cultice, Bill Emerson, Chelsey Gordon, John McNamara, Vince Urbano, Dick Welsh, Todd Huntley (IL)

Members present electronically: Ryan Mueller

Staff present: Scott Pelath, Executive Director

Guests recording presence: Stephanie Kuziela, Chris Havens, Lyle Patchett, Tom Larson, Julie Duttlinger, John Matwyshyn, David Eichelberger, TJ Larney, John Horvet, Courtney McFall, Gibson Woods, Grant Poole, Jenna Hickey, Kristi Johnson, Michael Miller, Michael Novotney, Paul Brayton, Ross St. Clair, Scott Lincoln

SELECTION OF OFFICERS FOR STATE FISCAL YEAR 2027

Rob Churchill moved that the current officers, John McNamara, Chair; Bill Emerson, Vice Chair; Craig Cultice, Secretary; and Bill Crase, Treasurer, be re-elected to serve in their offices for the duration of Indiana State Fiscal Year 2027. Vince Urbano seconded the motion.

002

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

APPROVAL OF MINUTES FROM MARCH 17, 2026, MEETING

Bill Crase moved that the Commission approve the March 17, 2026, minutes. Craig Cultice seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

FINANCE REPORT, 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.

Bill Emerson moved that the Commission approve the claims in the amount of \$506,719.13. Mr. Crase seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

003

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Mr. Pelath again reported on interest and penalties imposed by the Internal Revenue Service (IRS). The amounts originated due to late withholding payments in 2019 under an accounting contract with the regional planning commission. The Commission's accountant, Stephanie Kuziela, submitted a written review of the matter contained in the finance report in ATTACHMENT 1.

Mr. Pelath stated for the record that he strongly disagreed with the determination, but that continuing to object would risk more interest costs that had to be weighed against the likelihood of the IRS relenting.

Mr. Crase moved that the Commission settle the matter by remitting to the Internal Revenue Service from the Commission's General Fund \$7,630.05 plus an additional interest accrued since June 15. Mr. Urbano seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Budget adjustments for remainder of calendar year

Mr. Pelath presented Resolution 1-2026 [ATTACHMENT 2] to adjust the CY2026 budget to accommodate the updated, expected costs of State Line Bridge removal.

Mr. Crase moved that the Commission adopt Resolution 1-2026. Rob Churchill seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

004

Urbano – Y

Welsh – Y

MOTION ADOPTED.

OLD BUSINESS

Reconsideration of unsealed bids for Yellow River Reconstruction, Phase IV

Mr. Pelath referred the Commission to the engineer's analysis of unsealed construction bids for Phase IV of Yellow River Reconstruction [ATTACHMENT 3]. The analysis determined that the low bid was not fully responsive or responsible under the Commission's policies.

Chelsey Gordon moved that the Commission reject both unsealed bids and rebid the project in CY2027 with a revised scope. Mr. Churchill seconded the motion.

Churchill – Y

Cruse – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

State Line Bridge Relocation Construction Contract Award

Mr. Pelath referred the Commission to the tabulation of two unsealed bids to remove, disassemble, and store the State Line Bridge [ATTACHMENT 4]. The apparent low bidder was F.H. Paschen, S.N. Nielsen & Associates LLC of Chicago, IL.

Mr. Emerson moved the Commission award the State Line Bridge removal project to F.H. Paschen, S.N. Nielsen & Associates LLC and authorize a contract with them. Mr. Cruse seconded the motion.

Churchill – Y

Cruse – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Affirmation of historic mitigation commitments for State Line Bridge

Mr. Pelath presented Resolution 2-2026 which reaffirms the Commission's commitments to the Indiana State Historic Preservation Officer [ATTACHMENT 5].

Mr. Welsh moved that the Commission adopt Resolution 2-2026. Mr. Churchill seconded the motion.

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

MOTION ADOPTED.

Award of construction contract for Kankakee FWA water control structure updates

Mr. Pelath referred the Commission to the engineer's bid tabulation and recommendation for west cross levee notch construction at Kankakee FWA [ATTACHMENT 6].

Mr. Crase moved that the Commission accept the engineer's recommendation and award the notch construction project to Hill Excavating. Mr. Welsh seconded the motion.

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

MOTION ADOPTED.

Emergent Yellow River Island pilot project

Mr. Pelath reported that Wessler Engineering has completed preliminary project designs and submitted all relevant permit applications.

006

Streambank reconstruction in Plymouth

Mr. Pelath reported that the SWCA has completed concept designs to reconstruct approximately one thousand feet of streambank within the City of Plymouth. The next step is to meet with city officials regarding the design and possible grant funding for some construction costs.

Levee inspection in Lake County

Mr. Pelath reported that Wessler Engineering has completed the levee inspection. He also said that the Lake County Drainage Board committed to funding twenty-five percent of the final inspection cost. Mr. Pelath said that overall, the levees were in much better condition than originally feared and that property owners have done a laudable job maintaining them.

Channel maintenance

Mr. Pelath restated recent channel maintenance activities contained in his written report.

Out of service bridge in Knox

Mr. Crase and Mr. Pelath said they intended to meet with Knox officials to discuss timelines, funding, and authorization needs for eventual removal of the city-owned bridge.

NEW BUSINESS**Kankakee Rivers Days Program**

Chris Havens of the LaPorte County Soil and Water Conservation District requested funding for the Kankakee River Days Program for elementary school age children throughout the region. Soil and Water District representatives from throughout the watershed joined the meeting in support of Mr. Havens.

The Commission has been the primary funder of the program since circa 2015. Members and the director expressed fatigue with being the lead donor to the program and noted that the districts have been urged to develop other funding sources. They also questioned why the Commission's support was not highlighted in relationship to other, much more minor supporters.

Mr. Welsh in particular described the Commission's core efforts to keep the channel open for all to enjoy, and that the Commission's primary mission takes priority in funding decisions.

Mr. Emerson expressed support for the River Days program and its efforts to educate children about the Kankakee River.

Bill Crase moved the Commission award \$15,000 in General Fund Dollars to support the program in CY2026, but that the amount should be reduced significantly beginning in CY2027. Mr. Welsh seconded the motion.

Mr. Emerson explained his intention to vote NO in order to reflect his belief that the Commission should fund fifty percent of the overall program cost.

Churchill – Y

Crase – Y

007

Cultice – Y

Emerson – N

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Governmental affairs consulting service proposal

Mr. Pelath referred the Commission to a letter of engagement and proposed agreement for legislative affairs services from Bose Public Affairs Group [ATTACHMENT 7].

Mr. Welsh emphasized the importance of educating legislators about the Commission’s accomplishments and transformation of the river system.

Mr. Welsh moved that the Commission approve the contract with Bose Public Affairs Group. Mr. Emerson seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

Jasper County kayak launch

Mr. Pelath briefed the Commission on ongoing discussions to add a possible public kayak launch approximately midway between Dunn’s Bridge and Grand Kankakee Marsh County Park.

OTHER BUSINESS

Wetland easement compatible use agreement

Mr. Pelath asked the Commission to extend its current agreement with NRCS for the location and maintenance of the Commission’s wetland easement trails in Porter County [ATTACHMENT 8].

008

Mr. Crase moved that the Commission approve the updated agreement with NRCS. Mr. Welsh seconded the motion.

Churchill – Y

Crase – Y

Cultice – Y

Emerson – Y

Gordon – Y

McNamara – Y

Mueller – Y

Urbano – Y

Welsh – Y

MOTION ADOPTED.

EXECUTIVE DIRECTOR’S REPORT ON ANY REMAINING ISSUES

The Executive Director had no additional matters to report.

PUBLIC COMMENT

John Matwyshyn suggested ways for public officials to share news of the Commission’s successes. He also urged the use of artificial intelligence and innovative technologies in the Commission’s work.

ADJOURNMENT

The meeting was formally adjourned at 11:12 a.m. CDT.

The business portion of the meeting is viewable online at:

<https://transcripts.gotomeeting.com/#!/s/c8b1a5df59d50215a16417c4a75ce47cff8f4f69223ba4516ea15bd60eae3c81>

APPROVED BY COMMISSION ON SEPTEMBER 25, 2026.

Signed by:

E74776AAF98146A...

Craig Cultice

Secretary

9/28/2026

ATTACHMENT 1**EXECUTIVE DIRECTOR'S REPORT**

To: KRB-YRBDC Members
From: Scott D. Pelath, CFM, Executive Director
Date: June 24, 2026

It has been quite a year for precipitation. Year-to-date, rain measurements at the Thayer Farm Parking Lot are 8.3 inches above average. The Plymouth Amphitheater is 5.6 inches above average. Knox Park is 4.6 inches above average, and the ball fields at Kesling Middle School in LaPorte are 4.3 inches above the mean. All of these total accumulated despite a particularly dry May.

Fortunately, we have been in a position to lessen the impacts of these events through ongoing maintenance and long-term projects.

Finance Report

Balances. As of June 19, the Commission had an available dedicated fund balance of \$2,494,233.57 and a general fund balance of \$650,367.48.

Revenue. As of the date of this memorandum, we have received our June distribution of assessment revenue from Jasper County, LaPorte County, Marshall County, Newton County, the municipal sections of Porter County, and Starke County. St. Joseph County ordinarily pays by check, which takes a bit longer. A parcel review is currently underway in Lake County and the unincorporated sections of Porter County. We will issue invoices once that process is complete.

Seven of the eight counties have remitted their annual administrative assistance. We also received a gauge payment from NIPSCO and quarterly administrative support from the state.

Budget Revisions. There is no escaping the fact that bids for our current top priority – the removal of State Line Bridge – came in substantially higher than estimated. The bids were not far apart from each other, either, and costs are not expected to decrease significantly with time (and time has its own cost).

This is manageable, but it will mean the realignment of project timelines in order to control cash flow.

My primary concern is reserving enough funds for channel maintenance this coming winter and spring. All the precipitation has meant higher river levels, which led to more movement of debris, trees falling due to saturated banks, and heightened potential for bank damage.

I view the current priorities to be 1) State Line Bridge removal, 2) channel maintenance, and 3) “notch” construction at the Kankakee FWA followed by other permitted projects. Therefore, a separate budget resolution will reflect the following recommended adjustments:

010

- Add \$900,000 to State Line Bridge Removal
- Add \$50,000 to Channel Maintenance
- Defer \$50,000 in Invasive Species Eradication to Spring 2027
- Reduce 2026 Island Removal Construction by \$125,000
- Defer \$47,500 of Jasper County match payments to the usual payment period of January 2027
- Reduce 2026 Kankakee FWA Construction by \$150,000
- Reduce Sediment Traps by \$25,000
- Reduce 2026 Yellow River, Phase IV Construction by \$400,000
- Reduce 2026 Yellow River, Phase IV Construction Oversight by \$20,000

Even if all budget line items were expended, these changes would still allow the Commission to carry over an estimated \$790,000 from CY2026 to CY2027.

Internal Revenue Service and NIRPC. At our September 2025 meeting, I reported that the IRS was penalizing the Commission for submitting late tax withholding in 2019 while NIRPC provided our accounting services. The report read:

The IRS determined that in 2019, our accountants at NIRPC remitted a tax withholding payment in the wrong quarter. The IRS thus reportedly received two payments in one quarter and zero in another. Recently, they refunded one of the two payments and then charged interest and penalties on the very dollars they returned.

This is not reasonable (or even logical, in my view), and we have objected to the interest and penalties for this six-year-old discrepancy via certified letter. We already returned to the IRS the money we sent to them the first time. They could have had the dollars all along.

Our accountant, Stephanie Kuziela, has provided an analysis of the matter in ATTACHMENT 1.

We have been through all objections and appeals, and while the IRS expressed sympathy, they claim they *cannot* remove the penalties. One originated from the remission being 10-cents short.

I do not think this is right, but we lost, and it is time to end the matter. The question for the Commission is whether to formally communicate this matter to NIRPC.

Recent claims. The complete list of claims is found at the end of this document in ATTACHMENT 2.

Kankakee FWA Water Control Structure Reconstruction

We opened three bids to construction a “notch” on the west cross-levee at the Kankakee FWA. The improvement will go far to reduce the perpendicular momentum of water entering the Kankakee at the Kankakee spillway there. Once the Commission awards the work, the goal is to complete the project prior to waterfowl season preparations later this summer.

The other key component of the reconstruction – raising the Kankakee spillway – is still awaiting permits. That portion of the project can be completed separately when permits are issued and conditions will allow.

State Line Bridge

I already addressed the dollar component in the preceding financial report. However, there is some mitigating good news. First, the Coast Guard ultimately declined authority over the work. Right out of the gate, that change will negate some costs. Some other potential for saving will be discussed with the apparent low bidder on Monday, June 29, after work is awarded.

We still do not have a permit from the Corps to begin work. The colonel in Detroit ultimately declined to regulate certain aspects of the bridge's historic mitigation. In the abstract, this might be helpful, but it also meant that the Memorandum of Agreement (MOA) for historic preservation between us, the Corps, and the State Historic Preservation Officer (SHPO) had to be amended and reissued. In order to uphold commitments, we already made to the SHPO that are excluded from the revised MOA, I have drafted a resolution that reaffirms what we already agreed to do. I hope this public commitment will allow the Corps and the SHPO to sign the new MOA, and we can receive our final construction permit shortly thereafter.

If this sounds complicated, it admittedly has added a layer of activity. We have agreed to disassemble and responsibly restore the bridge from the beginning. We just want a final agreement among the other parties so we can move on. After speaking with the Corps this week, we are making timely progress again.

Lake County levee inspection

Wessler Engineering is currently preparing a final report. The Lake County Drainage Board decided last year to pay 25-percent of the total cost. Once I know the final figure (which will be lower than the total amount contractually authorized) I will work with Lake County for reimbursement. I expect it will be around \$23,000.

Yellow River Reconstruction, Phase IV

Our project engineer, Ross St. Clair, formally reported that the apparent low bid did not meet specifications. The simple fact, though, is that due to State Line Bridge demands, this project is going to have to wait until next year, anyway. This was always a possibility that I previously voiced.

In the coming months, we can adjust the project scope for next year and rebid it for next summer.

Yellow River emergent island pilot project

With the assistance of Mike Novotney at Wessler Engineering, all permit applications are submitted and under review by the respective agencies.

Channel maintenance

Since the last meeting, we have done some bank repairs and removed a great deal of tree and debris amid sometimes relentless precipitation. We try to promptly address new obstructions before they become untenable to remove.

012

Some good news is that the railroad accepted responsibility for cleaning out the 3I Bridge. The unwelcome news is that the jam was just horrific, and it jammed up again after the very next event. Delta III quickly mobilized last week to reopen it again.

A partial list of recent obstruction removal work includes:

- 1) Several jams in Plymouth on the Yellow River
- 2) English Lake bridges
- 3) Lomax Landing railroad bridge
- 4) Jams downstream of Baum's Bridge
- 5) Bridge at Porter County Road 250 West
- 6) The 3I Bridge (twice)
- 7) The remaining portion of the Norfolk Southern Bridge at US 41
- 8) US 41

Sediment traps

As reported previously, I turned in permit applications for Sediment Trap #1 on the Yellow River in Marshall County. A DNR permit remains to be issued. The Corps of Engineers had already formally informed us that no federal permit was required.

Plymouth

SWCA has completed a preliminary design for streambank reconstruction within the City of Plymouth. Ross St. Clair will arrange a meeting with city officials to discuss the design and possible eligibility to LARE grant funds to assist with project costs.

Kankakee River Days Education Program

For a number of years, we have financially supported this education program for elementary school children throughout the region. This year, support is not in the budget but is eligible for consideration as an outside expenditure based on available funds. The matter will be on the June 26 meeting agenda under New Business.

Governmental Affairs

I have spoken to a number of you of my assessment that it is time for governmental affairs assistance in the Indiana legislature. There has been substantial turnover in recent years, and it is increasingly a challenge to educate lawmakers of our success and value to the public. Once upon a time, I personally knew most of them. The passage of time changes that. Past friends and advocates of the Commission move on, and a new generation takes their places. What does not change is that their decisions are important to the Commission's mission and future.

One of Indiana's top governmental affairs firms, Bose Public Affairs Group, has agreed to serve as our legislative consultants at a base rate of \$2000 per month and a variable additional amount of up to \$500 per month based on need. This would be paid out of the general fund and is affordable at this time.

013

I have worked with the agency for a number of years, and they receive my strong recommendations for effectiveness and dedication to their clients. The team assigned to our account would include a LaPorte County native of the Kankakee watershed.

Abandoned railroad bridge in Knox

Regulators have suggested that if work stays above the ordinary high-water mark, it would be possible to remove the bridge with a permit. At this time with State Line Bridge as a priority, we hope to meet with Knox officials to consider outside sources of funding to accelerate the removal timeline.

As always, should you have any questions or suggestions, please email me at sdpelath@gmail.com or (219) 861-7999. To make the best use of time at our meeting in Lake County, I welcome any issues I can resolve in advance.

ATTACHMENT 2**RESOLUTION 1-2026**

WHEREAS, the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”) finds it necessary to remove Lake County Bridge #36 (“State Line Bridge”); and

WHEREAS, the Commission has repeatedly found that State Line Bridge poses a clear flood and human safety hazard; and

WHEREAS, removal of State Line Bridge has been publicly declared to be the top Commission priority for 2026; and

WHEREAS, on June 2, 2026, the Commission’s technical consultants unsealed contractor bids to remove, responsibly disassemble, and store State Line Bridge; and

WHEREAS, as was publicly anticipated as a possibility, the Commission desires to adjust its 2026 budget with the apparent low bid to remove State Line Bridge; and

WHEREAS, in order to ensure that the Commission enters 2027 with a prudent cash surplus, the Commission intends to offset increases in the budget for State Line Bridge removal with offsetting reductions in 2026 budgets; and

WHEREAS, the Commission continually maintains a cash surplus; and

WHEREAS, the Commission concurrently finds it necessary to continue fulfilling vital needs such as channel maintenance and sediment mitigation; and

WHEREAS, the Commission maintains its approved list of current projects and currently intends only to adjust their previous timelines, and

WHEREAS, the Commission will continue to identify and execute savings in State Line Bridge removal costs.

THEREFORE, BE RESOLVED THAT the Commission makes the following changes to its Calendar Year 2026 budget in order to fulfill its current, top priority:

- Add \$900,000 to State Line Bridge Removal
- Add \$50,000 to Channel Maintenance
- Defer \$50,000 in Invasive Species Eradication to Spring 2027
- Reduce 2026 Island Removal Construction by \$125,000
- Defer \$47,500 of Jasper County match payments to the usual payment period of January 2027
- Reduce 2026 Kankakee FWA Construction by \$150,000
- Reduce Sediment Traps by \$25,000
- Reduce 2026 Yellow River, Phase IV Construction by \$400,000
- Reduce 2026 Yellow River, Phase IV Construction Oversight by \$20,000

Prior to the finalization of a construction contract for the removal of State Line Bridge and the issuance of a Notice to Proceed, the Commission also directs its Executive Director and technical consultants to seek reasonable savings related to, among other things, 1) the U.S. Coast Guard's post-bid waiver of jurisdiction over the project; 2) the dispensation of material used for temporary project structures; and 3) reduced costs of regulatory compliance.

ADOPTED BY COMMISSION, June 26, 2026

Craig D. Cultice, Secretary



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TECHNICAL MEMORANDUM

To: Scott Pelath
Executive Director
Kankakee and Yellow River Basin Development Commission
460 Lincolnway
Valparaiso, IN 46384

From: Ross St.Clair, P.E.

Date: March 31, 2026

Re: **Bid Review – Yellow River Phase IV, Upstream SR 8**

1. PURPOSE

The purpose of this memorandum is to document the Engineer's review of bids received for the Yellow River Restoration – Phase IV project and to summarize the basis for a recommendation regarding contract award in accordance with applicable public works requirements.

2. BIDS RECEIVED AND ENGINEER'S OPINION OF COST

Two (2) sealed bids were received prior to the bid deadline. The Engineer's Opinion of Probable Construction Cost (EOPC) for the project is **\$425,471.50**.

Bidder	Base Bid Amount	Difference from EOPC
Haskins Underground, Inc.	\$358,015.00	-\$67,456.50 ($\approx -15.9\%$)
The Stanger Group, Inc.	\$392,175.00	-\$33,296.50 ($\approx -7.8\%$)

Haskins Underground, Inc. submitted the lowest base bid.

3. BASIS OF REVIEW

Bids were reviewed for:

- **Responsiveness**, defined as compliance with the bidding requirements and completeness of required bid submittals; and
- **Responsibility**, defined as evidence that the bidder has the experience, qualifications, and capacity to perform the work described in the Contract Documents.

The project includes streambank stabilization, in-stream structures, grading, and ecological restoration elements that require experience with stream stabilization/restoration construction.

4. REVIEW OF HASKINS UNDERGROUND, INC.

4.1 Responsiveness

The bid submitted by Haskins Underground included the required bid forms; however, the Engineer noted the following:

- **Modified Form 96 – References**
 - The original bid submittal listed the names of three reference entities only and did not include contact names, phone numbers, or email addresses.
 - Contact information for the listed references was subsequently requested by the Engineer and provided after bid submission.
- **Plan and Equipment Questionnaire**
 - A project-specific construction plan or layout describing how the proposed work would be performed was not included.
 - Equipment information was limited to a general statement indicating ownership of equipment, without project-specific detail.
- **Subcontractor Information**
 - The subcontractor section of the Modified Form 96 was left blank. Subsequent correspondence indicated that trucking services would be; however, this information was not included in the bid form.

The absence of this information limited the level of detail available for evaluating the proposed construction approach.

4.2 Responsibility and Reference Follow-Up

Haskins Underground listed prior projects and reference entities on the Modified Form 96. The Engineer undertook follow-up efforts to obtain additional information and confirm the nature of the referenced work:

- **City of Fort Wayne**
 - Contact information provided after bid submission led to Patrick Zaharako, City Engineer.
 - Mr. Zaharako indicated that he was not familiar with the referenced project. He noted that the work, if completed, may have been managed by a separate City division, such as Utilities.
 - No confirmation of project scope or performance related to streambank stabilization was obtained.
- **HGR**
 - HGR provided a positive reference for a utility installation project completed by Haskins Underground for a strip mall in LaPorte.
 - The reference was specific to utility work and did not involve streambank stabilization or river restoration.
- **Marshall County Highway Department**
 - At the time of this memorandum, the Engineer had made three attempts to contact the Marshall County Highway Department and had not received a response. Details provided by the Contractor after bid submission indicated the work performed was related to scour protection where riprap was placed under bridges after flooding.
- **Additional Municipal Feedback**
 - Separate follow-up communications with two local municipal entities familiar with Haskins Underground's work indicated concerns related to:
 - Timeliness in initiating and completing work,
 - Maintaining construction activities within designated easements, and
 - Thoroughness of required utility inspections.

Based on the information available at the time of review, the Engineer was unable to independently confirm completed experience involving streambank stabilization or river restoration work of similar scope and complexity to the Phase IV project.

5. REVIEW OF THE STANGER GROUP, INC.

5.1 Responsiveness

The bid submitted by The Stanger Group, Inc. included:

- A completed Modified Form 96;
- A construction plan and equipment description;
- Identification of anticipated subcontracting; and
- All required affidavits, bid security, and supporting documentation.

The bid was determined to be responsive to the bidding requirements.

5.2 Responsibility and Experience

The Stanger Group documented prior experience with stream and river restoration projects, including work involving rock and wood toe stabilization, in-stream structures, grading, and revegetation. The firm provided multiple references with contact names and contact information associated with similar restoration projects.

The information provided allowed the Engineer to confirm prior experience performing work similar in nature to the Phase IV project.

6. SUMMARY

- Haskins Underground, Inc. submitted the lowest bid; however, the original bid submittal contained limited reference information, omitted project-specific plan and equipment details, and subsequent reference follow-up did not result in confirmation of comparable stream restoration experience.
 - The Stanger Group, Inc. submitted a higher bid but provided complete bid documentation and verifiable experience related to stream and river restoration construction.
 - Indiana public works requirements provide for award to the lowest responsive and responsible bidder.
-

7. SUMMARY

Based on the review summarized above and the information available at the time of evaluation:

- The bid submitted by **Haskins Underground, Inc.** was determined to be **not responsive**, and the information obtained during reference follow-up was **insufficient to demonstrate responsibility** for performing streambank stabilization and river restoration work of similar scope and complexity to the Phase IV project.
-

- The bid submitted by **The Stanger Group, Inc.** was determined to be **responsive**, and the information provided and verified during review demonstrated **relevant experience and qualifications** consistent with the requirements of the project.

ATTACHMENT 4

724900.0000 - Kankakee River Development Commission - Bridge 36 Removal & Storage State Line Road over Kankakee River - Lake Village, Indiana					F.H. Paschen, S.N. Nielsen & Associates LLC		Beaty Construction, Inc.		Notes
ID	Item No.	Item Name	Qty.	Units	Unit Price	Extended Price	Unit Price	Extended Price	
001	105-06845	CONSTRUCTION ENGINEERING	1.00	LS	\$20,000.00	\$20,000.00	\$105,000.00	\$105,000.00	
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$124,000.00	\$124,000.00	\$130,000.00	\$130,000.00	
003	201-06587	CLEARING AND GRUBBING	0.50	ACRE	\$47,472.00	\$23,736.00	\$150,000.00	\$75,000.00	
004	202-51330	PRESENT STRUCTURE, REMOVE, STRUCTURE NO. 1	1.00	LS	\$2,095,235.00	\$2,095,235.00	\$2,075,300.00	\$2,075,300.00	
005	205-06937	TEMPORARY SILT FENCE	1,015.00	LFT	\$5.00	\$5,075.00	\$4.65	\$4,719.75	
006	205-09543	NO. 2 STONE	355.00	TON	\$124.00	\$44,020.00	\$57.00	\$20,235.00	
007	205-11587	TEMPORARY GEOTEXTILE	1,065.00	SYS	\$3.00	\$3,195.00	\$5.00	\$5,325.00	
008	303-01180	COMPACTED AGGREGATE, NO. 53	95.00	TON	\$61.00	\$5,795.00	\$34.00	\$3,230.00	
009	615-08351	PLAQUE, HISTORIC BRIDGE SIGNAGE (PER USP)	2.00	EACH	\$3,462.00	\$6,924.00	\$9,500.00	\$19,000.00	
010	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2.00	EACH	\$750.00	\$1,500.00	\$650.00	\$1,300.00	
011	621-04258	SEED MIXTURE, TEMPORARY (PER USP)	80.00	LBS	\$3.60	\$288.00	\$30.00	\$2,400.00	
012	621-04258	SEED MIXTURE, GRAMINOID (PER USP)	20.00	LBS	\$197.50	\$3,950.00	\$680.00	\$13,600.00	
013	621-04258	SEED MIXTURE, WILDFLOWER (PER USP)	5.00	LBS	\$960.00	\$4,800.00	\$1,980.00	\$9,900.00	
014	622-05639	PLANT, DECIDUOUS SHRUB, 18 IN. TO 24 IN.	76.00	EACH	\$88.00	\$6,688.00	\$85.00	\$6,460.00	
015	622-05649	PLANT, DECIDUOUS TREE, SINGLE STEM, 1.25 IN. TO 2 IN.	151.00	EACH	\$600.00	\$90,600.00	\$395.00	\$59,645.00	
016	622-52436	SIGN, 'DO NOT MOW OR SPRAY'	5.00	EACH	\$150.00	\$750.00	\$125.00	\$625.00	
017	801-06199	ROAD CLOSURE SIGN ASSEMBLY, PERMANENT	2.00	EACH	\$500.00	\$1,000.00	\$643.00	\$1,286.00	
018	801-06640	CONSTRUCTION SIGN, TYPE A	8.00	EACH	\$172.00	\$1,376.00	\$416.00	\$3,328.00	
019	801-06645	CONSTRUCTION SIGN, TYPE B	6.00	EACH	\$100.00	\$600.00	\$229.00	\$1,374.00	
020	801-07120	BARRICADE, TYPE III, PERMANENT	40.00	LFT	\$50.00	\$2,000.00	\$74.77	\$2,990.80	
021	801-06775	MAINTAINING TRAFFIC	1.00	LS	\$28,000.00	\$28,000.00	\$17,981.45	\$17,981.45	
022	801-06775	MAINTAINING TRAFFIC, WATERWAY (PER USP)	1.00	LS	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	
					\$2,499,532.00		\$2,608,700.00		

**RESOLUTION 2-2026**

WHEREAS, the Kankakee River Basin and Yellow River Basin Development Commission (“the Commission”) has advocated, authorized, and pledged funds for the removal of Lake County Bridge #36 (“State Line Bridge”) over the Kankakee River; and

WHEREAS, given the historic character of the bridge, the U.S. Army Corps of Engineers (USACE) and the Indiana State Historic Preservation Officer (SHPO) have imposed conditions on the manner in which the bridge is removed; and

WHEREAS, the Commission formally agreed to these conditions in a draft Memorandum of Agreement (MOA) issued by USACE on March 24, 2026 (see ATTACHMENT); and

WHEREAS, following the issuance of the MOA, USACE declined authority over several provisions in the MOA, and USACE issued a revised MOA removing those provisions on June 2, 2026; and

WHEREAS, in order to demonstrate good faith to the SHPO for commitments previously made, the Commission intends to abide by the conditions it already agreed to in the ATTACHMENT; and

WHEREAS, given this public commitment, the Commission urges that USACE, the SHPO, and any other signing parties agree to the revised MOA so progress toward removing State Line Bridge may continue; and

WHEREAS, the Commission hopes that the parties agreement to the revised MOA will allow the prompt issuance of final permits and the commencement of bridge removal in 2026.

THEREFORE, BE RESOLVED THAT the Commission agrees to abide by the conditions for historic mitigation of State Line Bridge contained in the ATTACHMENT and directs that a copy of this resolution be forwarded to the SHPO and other interested parties.

ADOPTED BY COMMISSION, June 26, 2026

Craig D. Cultice, Secretary

023



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
DETROIT DISTRICT
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2550

March 24, 2026

REPLY TO
ATTENTION OF:

Regulatory Branch
File No. LRE-2013-00750-70-N25

Scott Pelath
Kankakee River Basin and Yellow River Basin Development Commission
460 Lincolnway, Unit 322
Valparaiso, Indiana 46384

Dear Mr. Pelath,

Please refer to your application for a Department of the Army (DA) permit to discharge fill material into waters of the United States associated with the *Kankakee River State Line Bridge Deconstruction* project located along State Line Road at the Indiana/Illinois State Line (Lake County Bridge No. 36; Newton County Bridge No. 173; Historic Bridge ID: HB-0965) (Latitude 41.165824 and Longitude -87.526574, Lake and Newton Counties). By letter dated May 15, 2025, the Indiana State Historic Preservation Officer (Indiana SHPO) advised the U.S. Army Corps of Engineers, Detroit District (USACE), that further consultation toward finalization of a Memorandum of Agreement (MOA) would be necessary to complete the Section 106 process for the proposed removal and disassembly of the Kankakee River State Line Bridge (Undertaking). The Kankakee River State Line Bridge (Lake County Bridge No. 36; Newton County Bridge No. 173; Historic Bridge ID: HB-0965) was determined eligible for listing in the National Register of Historic Places.

Our subsequent consultation efforts involving the Indiana SHPO, Illinois SHPO, Tribes, your office, and local consulting parties resulted in the enclosed MOA. We are forwarding a copy for your review and signature. If you concur with this MOA, please sign and return a copy to the attention of Scott C. Girardi via e-mail at: Scott.C.Girardi@usace.army.mil or at the address below:

U.S. Army Corps of Engineers
Detroit District, Michiana Section
2422 Viridian Drive, Suite 200
South Bend, Indiana 46628

-2-

Following execution of the MOA by all signatories, we (USACE) will complete our evaluation of your permit application and make a decision regarding issuance of a permit verification. If USACE makes a decision to authorize the proposal, the executed MOA will become a condition of the authorization and project construction must be implemented in accordance with the MOA to resolve the adverse effect of the Undertaking on the Kankakee River State Line Bridge. If the proposed activities are authorized, we will distribute a copy of the signed MOA to each of the signatories, as well as the Advisory Council on Historic Preservation.

Should you have any questions, please contact Scott C. Girardi at the above address, by E-Mail at Scott.C.Girardi@usace.army.mil, or by telephone at (574) 235-8135. In all communications, please refer to File Number LRE-2013-00750-70-N25.

Sincerely,



Shane M. McCoy
Chief, Regulatory Branch
U.S. Army Corps of Engineers, Detroit District

Enclosure

Copy Furnished

Butler, Fairman, & Seufert, Inc., Bennett

*****ATTACHMENT*****

**MEMORANDUM OF AGREEMENT
BETWEEN**

THE INDIANA STATE HISTORIC PRESERVATION OFFICER

AND

THE U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT

**REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY
PERMIT SUBMITTED BY THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN
DEVELOPMENT COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER
STATE LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY,
INDIANA**

WHEREAS, the U.S. Army Corps of Engineers, Detroit District (USACE) is reviewing an application (File No. LRE-2013-00750-70-N25) submitted by the Kankakee River Basin and Yellow River Basin Development Commission (PERMITEE) for nationwide permit verification under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act for the Kankakee River State Line Bridge Deconstruction project (Undertaking) pursuant to the Procedures for the Protection of Historic Properties (33 CFR Part 325 Appendix C); and

WHEREAS, the Undertaking consists of the removal and disassembly of the existing bridge spanning the Kankakee River at the Indiana/Illinois State Line (Historic Bridge No. HB-0965, Lake County Bridge No. 36, Newton County Bridge No. 173); installation of a temporary access road/causeway directly to the east of the existing bridge structure using discharged fill material that will be removed after 10-days; restoration of impacted areas to pre-construction grades; and tree removal and subsequent seeding and planting of native vegetation; and

WHEREAS, the USACE has defined the Undertaking's permit area (PA), as defined in 33 C.F.R. Part 325, Appendix C, Section 1.g.(1), as the areas of the Kankakee River and immediately adjacent uplands where the temporary access road/causeway will be constructed, and the area in which the existing bridge structure currently occupies over the Kankakee River (**Attachment 1**); and

WHEREAS, the USACE has determined that the Undertaking will have an adverse effect on the Kankakee River State Line Bridge which is eligible for listing in the National Register of Historic Places (NRHP), and has consulted with the Indiana State Historic Preservation Officer (SHPO) and Illinois SHPO, and the Illinois SHPO declined to be a signatory, pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the USACE has invited the Forest County Potawatomi Community (FCPC) to participate in consultation, and the FCPC has agreed to participate in consultation, but has not responded to requests to sign this memorandum of agreement (MOA) as a concurring party; and

WHEREAS, the USACE has invited the Citizen Potawatomi Nation, Grand Traverse Band of Ottawa and Chippewa Indians, Hannahville Indian Community, Little Traverse Bay Bands of Odawa Indians, Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan, Miami

Tribe of Oklahoma, Nottawaseppi Huron Band of the Potawatomi, Peoria Tribe of Indians of Oklahoma, Prairie Band Potawatomi Nation, and the Shawnee Tribe to participate in consultation, and those Tribes have not responded to requests to participate; and

WHEREAS, the USACE has consulted with Indiana Landmarks and Indiana Historic SPANS Taskforce regarding the effects of the Undertaking on historic properties and has invited them to sign this MOA as invited signatories; and

WHEREAS, the USACE has invited the Lake County Historical Society, Lake County Highway Department, Lake County Surveyor, Newton County Historical Society, Newton County Highway Department, Newton County Surveyor, and Kankakee Valley Historical Society to participate in consultation, and those parties have not responded to requests to participate; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the USACE has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the USACE and the Indiana SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to resolve the adverse effect of the Undertaking on historic properties.

STIPULATIONS

The USACE shall ensure the PERMITEE carries out the following measures as a special condition of a DA permit or permit verification, if issued, for this Undertaking, to mitigate the adverse effect of the Undertaking on the Kankakee River State Line Bridge:

I. MITIGATION

- a. Prior to removal and disassembly, the PERMITEE shall contract with a cultural resources consultant that meets or exceeds the Secretary of the Interior (SOI) Professional Qualification Standards to document the current condition of the Kankakee River State Line Bridge in accordance with the Indiana SHPO, Illinois SHPO, and Archaeology Minimum Architectural Documentation Standards as follows (Appendix A):
 - i. Existing digital photographs and, if possible, historical film photographs will be used for the documentation.
 - ii. A photograph log shall be created, including, for each photograph, the property name, location, the direction of the camera, a description of view, and the date of photograph. A photograph map will be included.
 - iii. A description of the structure and its condition prior to removal and storage shall accompany the documentation in PDF format. The description should include architectural or engineering style, plan, building materials, organization of major elevations, details, and significant elements.

- iv. The history and significance of the structure shall be explained in PDF format. The statement shall begin with a summary paragraph that succinctly discusses the date or era of construction and why the resource is important. Enough history and background shall be presented to establish the bridge's importance. The statement will indicate how the bridge is an outstanding example of an advance in engineering and/or the work of a significant engineer/builder. This section will include a list of bibliographic sources, including author, title, place of publication and publisher, and the date of publication.
 - v. If available, architectural or engineering drawings in PDF format will be included. If architectural/engineering drawings are not available, a sketch plan of the site will be substituted.
 - vi. The completed documentation shall be submitted to the USACE, Indiana SHPO, Illinois SHPO, and consulting parties, for a 30-day review period within the three months of the date of full execution of this MOA. Any requested revisions to the documentation shall be completed and submitted to the USACE, Indiana SHPO, Illinois SHPO, and consulting parties within 30-days of receipt of comments. Documentation will be submitted using the consulting party's preferred method of contact and medium (email, letter). Following the receipt of the final documentation, the Indiana SHPO will upload a copy of the documentation to the State Historic Architectural and Archaeological Research Database (SHAARD) and transmit a copy to Indiana State archives.
 - vii. The completed documentation shall be offered to local interest groups.
- b. Following removal, the Kankakee River State Line Bridge will be disassembled, and pieces will be kept intact as much as reasonably possible and securely stored for potential future use at an alternate location.
- i. If no entity is found that can take ownership before the bridge is dismantled, the PERMITEE shall match-mark and map the bridge components, disassemble, and store the metal bridge components at a County owned facility until an eligible entity steps forward, or for five (5) years after disassembly, whichever comes first.
 - ii. The PERMITEE, or its contractor, shall submit a disassembly plan for the bridge, to the Indiana SHPO and Illinois SHPO for a 30-day review period prior to the dismantling of the bridge. The PERMITEE, or its contractor, shall provide a written response to Indiana SHPO and Illinois SHPO comments before proceeding. If comments are not received within 30 days, the PERMITEE may assume agreement from the Indiana SHPO and Illinois SHPO.
 - iii. The removal of rivets and pins shall be limited to what is necessary to disconnect bridge components for storage. The components shall be set in protective cribbing prior to transportation to the storage site.
 - iv. The Kankakee River State Line Bridge will be stored in a dry, secure location. Larger components of the bridge shall be stored off the ground

to discourage further deterioration of members. Smaller detached components shall be stored indoors or in an otherwise secure location to prevent theft.

- c. Within one (1) year from the completion of the project, the PERMITEE shall fund, develop, and install interpretative signage to illustrate and explain the historical significance of the Kankakee River State Line Bridge and/or the area of Lake County and Newton County served by the bridge.
 - i. The interpretive signage shall be installed in a location where it can safely and easily be viewed by the public on foot within 10 miles of the bridge's location.
 - ii. The content of the interpretive signage shall be prepared by a qualified professional who meets the SOI Professional Qualification Standards for cultural resources professionals.
 - iii. The PERMITEE, and/or its designated representative (consultant), shall submit a map showing the proposed location of the sign and draft signage design to the USACE, Indiana SHPO, Illinois SHPO, and consulting parties, for a 30-day comment period. The PERMITEE, and/or its consultant, shall be responsible for revising the text of the signage to address comments requested by the consulting parties. The PERMITEE, or its consultant, shall provide a written response to the consulting parties' comments before proceeding. If comments are not received within 30 days, the PERMITEE, or its consultant, may assume concurrence.
 - iv. Within ten (10) days after the display is installed, the PERMITEE, or its consultant, shall notify and provide photographs of the installed signage to the USACE, Indiana SHPO, Illinois SHPO, and consulting parties, for their files, as confirmation that this mitigation condition has been met.
- d. The PERMITEE shall make the Kankakee River State Line Bridge available to any eligible entity, defined as an Indiana State or Local Government, or a non-profit group through the following methods with the following requirements for any eligible entity with an approved proposal for reuse. Should an eligible entity come forward to accept ownership of the Kankakee River State Line Bridge before the end of the marketing period, the following stipulations shall apply:
 - i. Eligible entities of the structure shall be required to provide a written proposal to the PERMITEE and the Indiana SHPO for review and approval. The proposal shall include photographs and mapping depicting the proposed relocation site for Kankakee River State Line Bridge and demonstrate sufficient funding to carry out the project in an appropriate manner.
 - ii. Eligible entities shall be required to submit detailed rehabilitation, and reassembly plans to the PERMITEE and the Indiana SHPO for a 30-day review prior to any reassembly/rehabilitation of the bridge. The plans shall adhere to the applicable rehabilitation standards and guidelines of the Secretary of the Interior's Standards for the Treatment of Historic

Properties ("Standards") as closely as possible.

- iii. Eligible entities with approved proposals for relocating the Kankakee River State Line Bridge shall conduct archaeology, as needed, for the relocation site. The archaeological investigation shall be conducted in consultation with the Indiana SHPO. The relocation site may be changed if archaeological findings block the possibility of utilizing the proposed site.
- iv. If the Kankakee River State Line Bridge is moved to a new location, the new owner shall place a commemorative marker or plaque on or near the bridge. The marker shall include, at a minimum, the following information: the original architect or designer of the bridge; the name of the county and township from which it was moved; the county bridge number and its original location; the name or number of the county road that it carried originally, any other name by which the bridge has been known locally; the date or approximate date of the bridge's construction; and the year(s) during which it was relocated.
- e. Environmental mitigation efforts including grade restoration and native plant seeding and planting to maintain the local viewshed.

II. DURATION

- a. This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the USACE may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

III. POST-REVIEW DISCOVERIES

- a. If properties are discovered that may be historically significant or unanticipated effects on historic properties found, or if unanticipated discovery of human remains occurs during construction, the USACE shall implement the unanticipated discovery plan included as **Attachment 2** of this MOA.

IV. DISPUTE RESOLUTION PROVISION

- a. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the implementation methods of this MOA, the USACE shall, within thirty (30) calendar days, consult with such party to resolve the objection. If the USACE determines that such objection cannot be resolved, the USACE will:
 - i. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide the USACE with its advice, if any, on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USACE shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. The USACE will then proceed according to

its final decision.

- ii. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-day period, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USACE shall prepare a written response that considers any timely comments regarding the dispute from the signatories and concurring parties to the MOA, providing them and the ACHP with a copy of such written response.
- b. The USACE's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

- a. Signatories to this MOA have the sole authority to amend or terminate the MOA pursuant to 36 C.F.R. § 800.6(c)(1) and (2).
- b. Any signatory to this MOA may propose to the other signatories that this MOA be amended, whereupon the signatories will consult in accordance with 36 CFR 800.6(c)(7). This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.

VI. TERMINATION

- a. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V above. If within thirty (30) days (or another period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.
- b. Once the MOA is terminated, and prior to resuming work on the undertaking, the USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The USACE shall notify the signatories of the course of action it will pursue.

VII. PERMIT ISSUANCE, MOA EXECUTION, AND NHPA COMPLIANCE

- a. The terms of this MOA shall become special conditions of any forthcoming permit or permit verification, if issued, for the Kankakee River State Line Bridge Deconstruction project.
- b. Each Signatory and Concurring Party will have a separate signature page which may be signed by hand or electronically. This MOA along with each signed page constitutes the entire agreement and serves as the original (to be retained by the USACE). Copies of the original will be provided to each Signatory and Concurring Party. The MOA is effective upon the date it is signed by the USACE.
- c. Execution of this MOA by the USACE and the Indiana SHPO, and

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implementation of its terms evidence that the USACE has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORY TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE INDIANA STATE HISTORIC PRESERVATION OFFICER AND THE U.S. ARMY
CORPS OF ENGINEERS, DETROIT DISTRICT,
REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT BY
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER STATE
LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY, INDIANA:**

[UNITED STATES ARMY CORPS OF ENGINEERS, DETROIT DISTRICT]

Date _____
[Wallace W. Bandeff, LTC, U.S. Army, District Engineer]

**SIGNATORY TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE INDIANA STATE HISTORIC PRESERVATION OFFICER AND THE U.S. ARMY
CORPS OF ENGINEERS, DETROIT DISTRICT,
REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT BY
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER STATE
LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY, INDIANA:**

[INDIANA STATE HISTORIC PRESERVATION OFFICER]

Date
[Beth K. McCord, Deputy State Historic Preservation Officer]

**INVITED SIGNATORY TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE INDIANA STATE HISTORIC PRESERVATION OFFICER AND THE U.S. ARMY
CORPS OF ENGINEERS, DETROIT DISTRICT,
REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT BY
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER STATE
LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY, INDIANA:**

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

[Scott Pelath, Executive Director] Date _____

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**INVITED SIGNATORY TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE INDIANA STATE HISTORIC PRESERVATION OFFICER AND THE U.S. ARMY
CORPS OF ENGINEERS, DETROIT DISTRICT,
REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT BY
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER STATE
LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY, INDIANA:**

[INDIANA LANDMARKS]

[Blake Swihart, Director, Northwest Field Office]

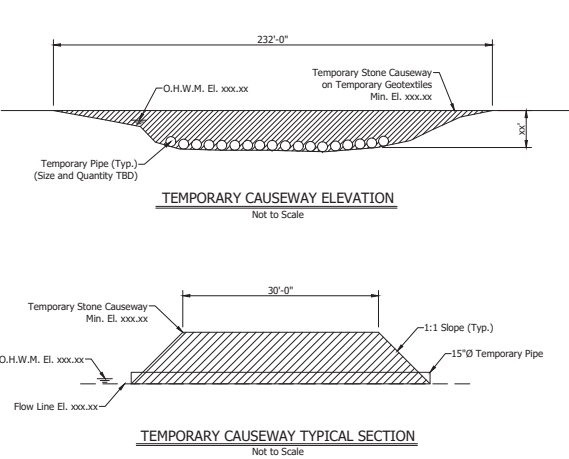
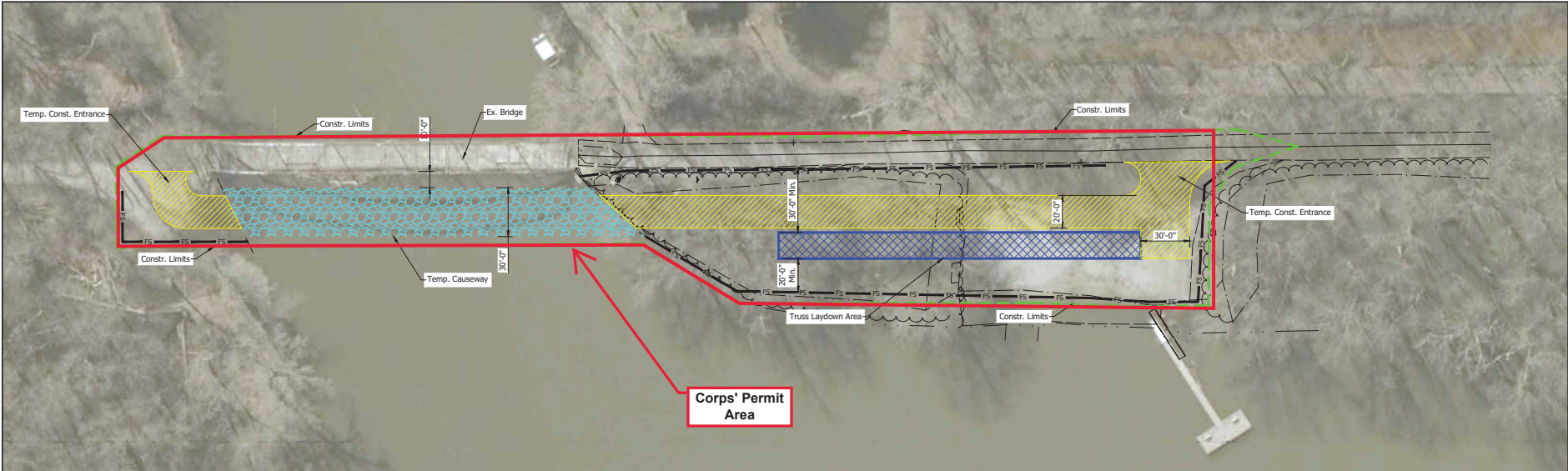
Date _____

**INVITED SIGNATORY TO THE MEMORANDUM OF AGREEMENT BETWEEN
THE INDIANA STATE HISTORIC PRESERVATION OFFICER AND THE U.S. ARMY
CORPS OF ENGINEERS, DETROIT DISTRICT,
REGARDING AN APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT BY
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN DEVELOPMENT
COMMISSION FOR THE DECONSTRUCTION OF THE KANKAKEE RIVER STATE
LINE BRIDGE IN LAKE COUNTY AND NEWTON COUNTY, INDIANA:**

[INDIANA HISTORIC SPANS TASKFORCE]

[Paul Brandenburg, Chair] Date _____

LRE-2013-00750-70-N25
Attachment 1
Corps' Permit Area



TEMPORARY CAUSEWAY NOTES

1. Temporary Causeway details are for permitting purposes. Contractor to verify dimensions and quantities. Quantities included with the lump sum "Temporary Causeway".
2. Required Causeway No. of Pipes and Size will be determined by Contractor.

LEGEND

FS FS PERIMETER PROTECTION / FILTER SOCK (FS)

NOTE:
For Temporary Construction Entrance Detail, See
INDOT Standard Drawing No. E 205-TECD-12.

RECOMMENDED FOR APPROVAL: _____ DESIGN ENGINEER _____ DATE _____	LAKE COUNTY BRIDGE No. 36 CONSTRUCTION ACCESS PLAN INDIANA	HORIZONTAL SCALE 1" = 30'	BRIDGE TITLE LAKE 36
DESIGNED: P. KNOWLES	DRAWN: M. SCOTT	VERTICAL SCALE N/A	DESIGNATION -
CHECKED: B. BUTZ	CHECKED: B. BUTZ	SURVEY BOOK ELECTRONIC	SHEET 4 OF 5
NOTES: LAKE COUNTY BRIDGE No. 36		PROJECT LAKE COUNTY BRIDGE No. 36	

UNANTICIPATED DISCOVERY PLAN

U.S. Army Corps of Engineers (USACE)
LRE-2013-00750-70-N25 | Kankakee River State Line Bridge Deconstruction
State Line Road spanning the Kankakee River | T [31N], R [15E], S [20]
Lake & Newton Counties, Indiana

Purpose

This document outlines the procedures to prepare for and address the unanticipated discovery of historic properties or human remains. It provides direction regarding the proper procedures to follow if unanticipated cultural materials or human remains are encountered during construction. An unanticipated discovery can result when previously undocumented or unknown historic properties are encountered during projects.

Historic structures or buildings can be districts, sites, buildings, structures, or objects significant in American history, architecture, engineering, archaeology, or culture at the national, State, or local level. Sometimes elements of historic buildings or structures may be hidden by recent additions or alterations. For example, siding may obscure the historic character of a historic home or log cabin.

Cultural material includes human-made objects (both pre-contact period and historic period) and features (e.g., foundation walls, hearths, middens, or other remnants of cultural activity) that are part of an archaeological site. The following list includes some examples of cultural material:

- An accumulation of shell, burned rocks, or other food related materials
- Bones, including small fragment of bone
- An area of charcoal or very dark stained soil with artifacts
- Stone tools or waste flakes (i.e., an arrowhead, or stone chips)
- Clusters of tin cans or bottles
- Logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, mines, or other industrial features
- Foundations, buried walls, and other structural features

Human remains are physical remains of a human body or bodies, including, but not limited to, bones, teeth, hair, ashes, and preserved soft tissues (mummified or otherwise preserved) of an individual or individuals. Remains may be articulated or disarticulated bones or teeth. Any human skeletal remains, regardless of antiquity or ethnic origin, will always be treated with dignity and respect.

**Corps File LRE-2013-00750-70-N25 | Kankakee River State Line Bridge
Deconstruction
Unanticipated Discovery Plan**

Procedures for the Unanticipated Discovery of Historic Structures, Buildings, Districts, Objects, Sites, or Archaeological Resources

1. STOP WORK. If any employee, contractor, or subcontractor believes that they have uncovered cultural materials relating to an archaeological site or historic structure, building, district, or object at any point in the project, all work adjacent to the discovery must stop. The discovery location should always be secured and buffered 50-100 feet depending on the surrounding area's typical traffic. Cease or minimize the movement of vehicles and equipment in the discovery area and immediately surrounding it in the buffer.
2. CONTACT. If the discovery does not appear to be human remains, the applicant will contact USACE. The USACE will then notify the Indiana State Historic Preservation Officer (SHPO) and Tribal Historic Preservation Officer (THPO) or Officers who may be consulting on the project of the discovery and the possible actions within two business days of discovery if the discovery occurs Monday through Friday. If the discovery occurs during a weekend or Federal holiday, USACE will notify the SHPO/THPO on the first working day after the weekend and/or holiday. The SHPO/THPO will respond within 48 hours of the notification or on the first working day if preceded by a weekend or holiday. The USACE will consider the SHPO's/THPO's recommendations and advise the Applicant to carry out appropriate and specific actions.
3. EVALUATE. Historic buildings, structures, districts, and objects will be identified and evaluated by qualified professional who shall meet, at a minimum, the Secretary of Interior's Professional Qualification Standards (44 FR 44738-9) in History or Architectural History. The costs of such professional services will generally be the responsibility of the Applicant.
 - a. If the historian determines that the discovery is not a cultural resource, they will immediately advise USACE in writing and will notify the SHPO/THPO of their findings.
 - b. If the historian determines that the discovery is a cultural resource, they will immediately advise USACE. USACE will then notify the SHPO/THPO. and complete Architectural Properties Identification Forms for each newly identified cultural resource.
 - i. SHPO and identified tribal representatives will be invited to observe the implementation of any proposed work.
 - ii. If the resource is not significant, the historian will document the discovery in a report (including photographs of the discovery site). The report must also include the completed identification forms and an explanation of why they believe the resource is not significant. The historian will formally request permission from USACE and SHPO/THPO for construction to recommence.
 - iii. If the resource is believed to be significant, the historian will document the discovery in a report (including photographs of the discovery site). The report must also include the completed identification forms and an

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Deconstruction
Unanticipated Discovery Plan**

explanation of why they believe the resource is significant and a proposal for mitigation or data recovery. Then based on this information, USACE and SHPO/THPO will consider mitigation efforts.

Sites and archaeological discoveries will be identified and evaluated by a qualified professional who shall meet, at a minimum, the Secretary of Interior's Professional Qualification Standards (44 FR 44738-9) for archeologists. The professional archaeologist will examine the location of the discovery. All work to evaluate significance and Project effects will be confined to the Project's potential area of impact. The costs of such professional services will generally be the responsibility of the Applicant.

- a. If the archaeologist determines that the discovery is not a cultural resource, the archaeologist will immediately advise USACE in writing and will notify the SHPO/THPO of their findings.
 - b. If the archaeologist determines that the discovery is a cultural resource, the archaeologist will immediately advise USACE. The USACE will then notify the SHPO/THPO. The SHPO will assign an Archaeological Site Number to the discovery.
 - i. SHPO and identified tribal representatives will be invited to observe the implementation of any proposed work.
 - ii. If the resource is not significant, the archaeologist will document the discovery in a report (including photographs of the discovery site). The report must also include a completed site form for the discovery and an explanation of why they believe the resource is not significant. The archaeologist will formally request permission from USACE and SHPO/THPO for construction to recommence.
 - iii. If the resource is believed to be significant, the archaeologist will document the discovery in a report (including photographs of the discovery site). The report must also include a completed site form for the discovery and an explanation of why they believe the resource is significant and a proposal for mitigation or data recovery. Then based on this information, USACE and SHPO/THPO will consider mitigation efforts.
4. MITIGATE. For resources that are deemed significant, USACE and its Applicant will consult with the SHPO/THPO on measures to avoid further impacts to the discovery. If the SHPO/THPO does not disagree USACE's recommendations, USACE will require the Applicant to modify the project design plans to implement any recommendations. If the SHPO/THPO disagrees with the recommendations, USACE and the SHPO/THPO will consult further to resolve the objection through actions including, but not limited to, identifying project alternatives that may result in the undertaking having no adverse effect on historic properties. The costs of such professional services will generally be the responsibility of the Applicant.
- a. When a project cannot be modified and will have adverse effects on an archaeological property, USACE may treat the adverse effect by providing for the

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recovery of significant information through archaeological data recovery or other scientific means. To accomplish this objective, USACE will follow the Council's "Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites" published in the Federal Register (64 FR 27085, May 18, 1999); and consult with the other consulting parties to prepare a data recovery plan, including material and record curation provisions. A report of data recovery efforts must be completed and submitted to the SHPO/THPO for review.

- b. For sites and archaeological resources where USACE determines other treatment measures are appropriate, USACE will consult further with the other consulting parties to develop an appropriate approach to resolving the adverse effects.

Procedures for the discovery of human skeletal materials and associated funerary items

1. STOP WORK. If any employee, contractor, or subcontractor believes that they have uncovered skeletal remains at any point in the project, all work adjacent to the discovery must stop. The discovery location should always be secured and buffered 50-100 feet depending on the surrounding area's typical traffic. Cease or minimize the movement of vehicles and equipment in the discovery area and immediately surrounding it in the buffer. Cover any exposed remains with tarps or plastic sheeting. If remains are suspected to be Native American, a natural fiber (burlap or similar) shall be used to be in direct contact with skeletal elements and then covered by tarps or plastic sheeting.
2. CONTACT. Notify the appropriate local law enforcement, medical examiner or coroner, USACE, and SHPO/THPO immediately. Law enforcement will then determine if the remains are human, and whether the discovery constitutes a crime scene.
 - a. Examination and analysis of suspected Native American human remains shall be non-destructive and non-invasive unless authorized by the affected Tribes.
 - b. The medical examiner/coroner will determine whether the human remains are forensic or non-forensic.
 - c. If it's determined that the human remains represent evidence of a crime or missing person, law enforcement will complete their investigation.
 - d. If skeletal remains are determined to be non-human and there is no archaeological association, then USACE will notify SHPO/THPO, and work can proceed.
 - e. If the medical examiner/coroner determine that human remains do not represent evidence of a crime or missing person, but an archaeological burial site, then USACE will notify SHPO/THPO and in consultation with the SHPO/THPO a

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recovery plan will be developed. In most cases, it is preferred that burial sites be preserved, adequately documented, and maintained in place. If this is not possible, the remains and any associated materials would need to be moved for their protection. The following sequence of steps will be employed if it is not possible to preserve and maintain an inadvertently discovered burial in place:

3. DOCUMENT. A qualified archaeologist experienced in human remains recovery shall document and recover the remains and any related materials that may be present. Archaeological expertise is important in documenting the discovery context and evaluating whether the remains are isolated or if additional remains may be immediately present. Archaeological recovery may only be completed after a permit under Indiana Code IC-14-21-1, issued by the local Department of Public Health or by court order, is granted.
 - a. Documentation and recovery shall be respectful and conducted out of public view, to the extent possible.
 - b. As soon as possible, the remains shall be examined by a physical anthropologist using standard non-invasive methods and procedures to create a basic biological profile and estimate ethnicity. Known or suspected Native American Ancestors or materials will not be moved, touched, or further disturbed after discovery until completion of Tribal consultation or emergent circumstances arise.
 - c. If it can be determined immediately that a discovery is, or has the potential to be, a Native American Ancestor and/or other materials (i.e., associated or unassociated funerary objects, sacred objects, and objects of cultural patrimony), the THPOs will be notified within 48 hours of discovery and potential identification. Tribal notification and consultation will be coordinated by USACE and SHPO.
 - d. After notification and initial consultation, consulting Tribes may request that all federally recognized Tribes likely to be culturally affiliated with the discovery be notified in writing by mail or email and further consultation initiated regarding the cultural affiliation, care, handling, excavation (if necessary), and/or disposition.
 - e. Accommodations will be made for traditional or ceremonial practices in association with discoveries. Consulting Tribes will be afforded opportunities to employ proper traditional cultural practices and treatments during periods of non-Tribal holding of discoveries.
 - f. Photographs shall not be taken, except when approved by consulting Tribes and when necessary for identification and documentation. Tribes may request that any photographs of Native American Ancestors or other materials be destroyed or repatriated at the end of the project.
 - g. Pending consultations, documentation of the discovery will include a written description, mapping and sketching, and precise GPS coordinates. This documentation will be curated with other project records and not be published or made publicly available in any way.
 - h. To ensure the protection, preservation, and proper respectful treatment of any discovered materials, pursuant to applicable law, the nature and location of any discovery shall remain confidential as best as reasonably possible given the

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circumstances and location. Only those persons and entities identified in this plan shall be notified of the discovery or given information about the discovery. The USACE and related contractors will ensure all staff and consulting personnel are appropriately trained for their respective roles in implementing this plan.

- i. If exhumation is required, care and handling will include the removal of articulated sections in parts, bubble wrap padding for storage in plastic containers, stabilizing soil attachments for remains that are too fragile for typical removal, unique identifiers for each set of remains, and start-to-finish monitoring during exhumation. For Native American remains, care and handling procedures shall be determined by the appropriate Tribe(s) in consultation with the SHPO.
 - j. The permanent care of Native American Ancestors and materials will also be determined by the appropriate Tribe(s) in consultation with the SHPO.
4. REPORTING. Draft and final archaeological reports, with related physical anthropological reports and law enforcement case documentation appended, will be submitted to USACE, SHPO, and consulting THPOs.

➔ *See page 7 for Contact Information*

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Deconstruction
Unanticipated Discovery Plan**

Contact Information

Consultant Contact	Applicant Contact	
Neal Bennett	Scott Pelath	
Butler, Fairman, & Seufert, Inc.	KRBYRBDC	
(317) 713-4615	(219) 861-7999	
nbennett@bfsengr.com	Sdpelath@kankakeeyello wrbc.in.gov	

SHPO Contact	SHPO Secondary Contact	Newton County Coroner
Beth McCord	Chad Slider	Scott McCord
Deputy State Historic Preservation Officer	IN SHPO Section 106/State Reviews	Coroner
(317) 232-3492	(317) 234-5366	(888) 663-9866 x2401
BMCcord@dnr.IN.gov	cslider@dnr.in.gov	smccord@newtoncounty.in.gov

Newton County Dispatch Contact	Lake County Coroner	Lake County Dispatch Contact
Sherriff's Department	David Pastrick	Sheriff's Department
Dispatch	Coroner	Non-Emergency
(219) 474-5661	(219) 755-3265	(219) 660-0001
	Lccoroner@lakecountyin.org	

Forest County Potawatomi Primary Contact	Forest County Potawatomi Secondary Contact	
Luke Heider	Olivia Nunway	
FCPC THPO	FCPC Assistant THPO	
(715) 478-7354	(715) 478-4538	
Luke.Heider@fcp-nsn.gov	olivianunway@fcp-nsn.gov	

USACE Primary Contact	USACE Secondary Contact	
Scott C. Girardi	Emily Baker	
Regulatory Project Manager	Regulatory Archaeologist	
(574) 235-8135	(313) 681-0443	
Scott.C.Girardi@usace.army.mil	Emily.R.Baker@usace.army.mil	



Christopher B. Burke Engineering, LLC
111 Monument Circle, Suite 3500 | Indianapolis, IN 46204
317.266.8000 | cbbel-in.com

June 23, 2026

Scott Pelath
KRBYRBDC
460 Lincolnway, Suite 322
Valparaiso, IN 46384

Subject: Kankakee FWA Control Structure Improvement Design
Bid Evaluation & Recommendation - Burke Project No. 19.R200461.00006

Dear Mr. Pelath,

KRBYRBDC received bids for the Kankakee FWA Control Structure Improvement Design project on June 12, 2026. Three bids were submitted. A summary of the bids is provided in Table 1 below. The engineer's estimate was \$153,400.00.

Table 1 – Total Bid Price

Contractor	Bid
Austgen Equipment, Inc.	\$156,867.00
Dyer Construction Company, Inc.	\$249,276.45
Hill Excavating LLC	\$140,810.00

As shown in the table above and in the attached bid tabulation, the apparent low bidder for this project is Hill Excavating LLC, with a total bid of \$140,810.00. A review of the apparent low bid submitted by Hill Excavating revealed no mathematical errors. Hill Excavating had the lowest unit prices for six of the thirteen total bid items, with the largest discrepancy between bidders being for the “Mass Excavation” and “Subgrade Treatment” line items. They had the highest unit cost for “Dewatering,” but this was offset by the lower cost of other bid items. Hill Excavating provided the completed Form 96, the required financial statement, and a treasurer's check for 5% of the bid amount for use as a bid bond. Burke believes that this is acceptable in lieu of a cashier's check, but recommends that KRBYRBDC confirm with their legal team.

Burke also reviewed the bid packages of the other two bidders, Austgen Equipment, Inc. and Dyer Construction Company, Inc. A review of both bids revealed no mathematical errors. Both bidders provided the completed Form 96, the required financial statement, and bid bond.

Based on our review of the bid packages provided and the discussion above, Hill Excavating appears to be the lowest responsive, responsible bidder. If KRBYRBDC agrees with Burke's evaluation, it is our opinion that KRBYRBDC should award the project to Hill Excavating.

Thank you for the opportunity to assist KRBYRBDC in the design, permitting, and bidding of the Kankakee FWA Control Structure Improvement Design project. Please contact me with any questions.

Sincerely,

Abigail Peterson, P.E.
Engineer of Record



Andrew Miller
(317) 684-5436
amiller@bosepublicaffairs.com

March 9, 2026

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

Dear Mr. Pelath:

It has been a pleasure to reconnect with you and discuss the goals and objectives of the Kankakee River and Yellow River Basin Development Commission (Commission). The team at Bose Public Affairs Group (BPAG) is happy to submit to you this proposal to provide state government relations with the Indiana General Assembly. We have a long and successful history of providing a diverse portfolio of clients with a variety of public affairs services including local, state and federal government relations, strategic communications, procurement consulting, grassroots lobbying, and stakeholder engagement services.

Bose Public Affairs Group Overview

BPAG is a fully integrated public affairs firm dedicated to successfully navigating clients through the many pathways of political, legislative, regulatory and strategic communications environments.

Our reputation is built on results, achieving the outcomes clients expect through experience, leadership, relationships and discipline. With offices in Indianapolis, Washington, D.C. and Fort Wayne, the veteran BPAG team of professionals carries an array of accomplished backgrounds in all levels of state and federal government as well as trade associations, media outlets and private sector industries.

With several government affairs professionals also working as practicing attorneys, we are able to provide clients with advice that is sometimes necessary where legal considerations parallel political and governmental issues. In addition, when needed, our government affairs team calls upon the legal skills of attorneys within our affiliate law firm, Bose McKinney & Evans LLP.

Client Service Team

BPAG maintains 14 full-time registered lobbyists at the State of Indiana who work in bipartisan teams with relevant relationships and issue expertise to service clients. One of our strengths is

our team culture, which allows us to fully utilize our team in its entirety to accomplish our client's goals and objectives.

On a day-to-day basis, you will work with your proposed client service team, which includes:

[Andy Miller, Principal](#)

[Lindsey Moss Willey, Principal](#)

[Sydney Moody, State Government Relations Manager](#)

Scope of Service

BPAG is well positioned and interested in helping the Commission stay in front of the fast paced legislative process and navigate the evolving political environment at the capital in Indianapolis. Our proposed scope of service will focus on state government relations services with particular focus on the appropriations process. Based on these objectives, BPAG has identified the services of legislative monitoring and policymaker engagement.

Legislative Monitoring

- Monitor relevant committee hearings and legislative activity
- Alert client immediately of any River Basin Commission-related discussion
- Weekly legislative activity reports during the legislative session
- Monthly or periodic legislative reports during the interim
- Monitor interim committee activity

Legislative & Stakeholder Engagement

- Invitations to BPAG caucus fundraising events
- Host key legislators at Commission events
- Develop strategic plan for legislative relationships

Proposed Fee

Our business has been built around successful, long-term professional relationships in which our clients receive exceedingly high value for the fees paid by our clients. For such long-term relationships to flourish, the terms of our engagement must be fair to both parties. Our fees for the type of services outlined above for a year-long contract are \$2,500 per month. Costs associated with any necessary meals and entertainment are included within the monthly fee.

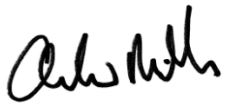
Conclusion

We feel that our relationships, expertise and knowledge of state government will be of value to the Commission. We appreciate the chance to submit our proposal on these important efforts and welcome the opportunity to talk with you in more detail.

Sincerely,



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Andrew Miller

**REPRESENTATION AGREEMENT BETWEEN
BOSE PUBLIC AFFAIRS GROUP AND
THE KANKAKEE RIVER BASIN AND YELLOW RIVER BASIN
DEVELOPMENT COMMISSION**

This Agreement is made and entered into by and between Bose Public Affairs Group with offices at 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (hereinafter referred to as 'BPAG'), and The Kankakee River Basin and Yellow River Basin Development Commission with offices at 460 Lincoln Way, Suite 322, Valparaiso, Indiana 46384 (hereinafter referred to as 'Client').

1. Services:

Client hereby retains BPAG to perform government relations services in order to support Client. BPAG and Client will work together to identify specific plans and programs which will support Client. The primary focus of services performed by BPAG will be state legislative monitoring and stakeholder engagement.

2. Term and Termination:

This agreement shall be effective beginning July 1, 2026, and shall continue in full force and effect through December 31, 2027. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of 6 months, unless either party provides written notice of non-renewal to the other party at least 30 days prior to the end of the then-current term. During the initial term, this agreement may be terminated by either party at any time and for any reason with at least 30 days prior written notice.

3. Independent Contractor:

BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with Client.

4. No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:

The services to be provided under this Agreement are not legal services, but are law-related services, as defined in Rule 5.7 of the Indiana Rules of Professional Conduct. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services.

Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

- a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to Client. BPAG agrees that, except with the consent of Client or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of Client to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
- b. Without the consent of Client, BPAG will not represent another client, if in applying the customary standards of the profession, the representation of that client would be reasonably foreseeable to be directly adverse to Client with respect to the services provided under this Agreement, or if BPAG's representation of Client, under the customary standards of the profession, would be materially limited in a material way by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

5. Foreign Agent:

Client represents and warrants that (a) it is not, directly or indirectly, supervised, directed, controlled, financed, or subsidized by a Government of a Foreign Country or a Foreign Political Party; and (b) that a Government of a Foreign Country or a Foreign Political Party is not a primary beneficiary of this engagement. Client shall indemnify and defend BPAG and each of its agents, affiliates, subsidiaries, employees, directors, officers, managers, partners, and principals (each an "Indemnified Party") from and against, any and all claims, damages, losses, obligations, liabilities, settlement payments, penalties, fines, assessments, citations, directives, demands, defenses, judgments, costs and expenses of any kind or nature (whether direct, indirect, liquidated, contingent, consequential, punitive, exemplary, incidental or otherwise), including reasonable costs, consultants', experts' and attorneys' fees and expenses (and any of such costs and fees incurred in respect of a suit to enforce this provision) which may at any time be imposed upon, incurred by or asserted or awarded against an Indemnified Party arising from a breach of this section.

The term "Government of a Foreign Country" includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents

within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

The term "Foreign Political Party" includes any organization or any other combination of individuals in a country other than the United States, or any unit or branch thereof, having for an aim or purpose, or which is engaged in any activity devoted in whole or in part to, the establishment, administration, control, or acquisition of administration or control, of a government of a foreign country or a subdivision thereof, or the furtherance or influencing of the political or public interests, policies, or relations of a government of a foreign country or a subdivision thereof.

6. Lobby Compliance:

This agreement and the services hereunder may be subject to state or federal lobbying laws, including but not limited to, registration, reporting and audits ('Lobby Compliance'). If this agreement is subject to Lobby Compliance, BPAG will file Lobby Compliance documents on behalf of Client with the appropriate government agencies upon written request from Client. If Client wishes to perform their own Lobby Compliance, then they will be solely responsible for complying with state or federal lobbying laws and filing Lobby Compliance documents.

7. Compensation:

As compensation for the performance by BPAG of its obligations under this Agreement, Client agrees to pay BPAG \$2,000 per month. Our invoices are issued monthly, and are payable within 30 days after the invoice date. Prompt payment is a condition of our continued representation. BPAG reserve the right to charge interest at the rate of 1-1/2% per month (18% annual percentage rate) on any balance of an invoice not paid within 30 days of the invoice date. In the unlikely event Client fails to pay BPAG's invoices and BPAG must take action to collect them, Client will be responsible for any costs BPAG may incur, including attorneys' fees and costs.

8. Expenses:

BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of Client in the course of BPAG's representation of Client, such as, but not limited to, travel expenses, photocopying, delivery charges and reasonable and necessary entertainment expenses. Any expenditure beyond this description or above \$500.00 will only be incurred with prior approval from Client.

9. Document Retention:

After BPAG's engagement on this matter ends, BPAG will maintain the file on this matter in accordance with BPAG's document retention policy. That policy provides for destruction of our file without further notice after a designated period, typically a period of ten (10) years. At Client's request during or subsequent to BPAG's engagement on this matter and prior to destruction of the file, BPAG will provide copies of any documents from the file which you have furnished us in connection with this matter.

This Agreement constitutes the entire contract between the parties, and no other promises or representations have been made. Any modifications to this Agreement must be made in writing.

ACKNOWLEDGED AND AGREED TO BY:

Bose Public Affairs Group

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

Name

Name

Title

Title

Date

Date

U.S. DEPARTMENT OF AGRICULTURE

OMB NO. 0578-0013

COMPATIBLE USE AUTHORIZATION

1. To be completed by NRCS; check appropriate box:

**This transaction is for CCC****This transaction is for NRCS EWP**2. County: Porter

3. Contract NO.: _____

4. Agreement NO.: 6652KY06005DZ5. Expiration Date: 7/1/2036

A. Person Responsible for Agreement Activities (Name and Address):

A 1. Person Responsible for Agreement

(Telephone Number): 219-861-7999

Kankakee River Basin & Yellow River Basin
Development Commission
C/O Scott Pelath
6100 Southport Road
Portage, IN 46368

B. Purpose:

Trails - Natural/Mowed Only - Exp. Date 07/01/2036

575 - Trails and Walkways**00N** - Trail or Walkway - Construct a trail with a vegetated or earthen surface or a walkway with an artificial surface to facilitate the movement of animals, people, or off-road vehicles.

The landowner would like to continue to maintain mowed trails for easier access on the site for quiet enjoyment, monitoring and maintenance. Mowing will follow TE guidance on timing, height and frequency.

C. Location Description (Attach a copy of map showing approximate area of compatible use.):

Landowner Easement Acres: 262.84

Activity Code	Narrative ID	Land Unit Information
575	00N	Tract 8066 Land Unit: 1a

D. Beginning Condition of Site:

Trails were already present on the site. The base is predominantly cool-season grasses.

E. Statement of Affect and Compatibility:

Mowed trails will provide easier access for quiet enjoyment, monitoring and maintenance.

F. Special Conditions, Specifications and Other Details Including Information From Consultation with FWS, CD and State Wildlife Agency:

The area of the mowed trails will not exceed 5% of the total easement acreage. All TE guidance will be followed. See CPA-52

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U.S. DEPARTMENT OF AGRICULTURE

OMB NO. 0578-0013

COMPATIBLE USE AUTHORIZATION

NRCS retains the right to modify or cancel this compatible use authorization at any time if the NRCS determines that such activities do not further the protection and enhancement objectives of the easement, or that the landowner has failed to comply with specified terms and conditions. The landowner engages in such activities at his or her own risk. This authorization does not vest any right of any kind in the Landowner. This authorization is null and void after the expiration date specified above. By signing this document, the landowner agrees to the terms described above and on referenced documents.

G. Recommended (NRCS Signature): ANGELA GARCIA MILLER

6/16/2026

G 2. Title: Biologist

H. Landowner or Representative (Signature): _____

H 2. Title: _____

I. Approved (NRCS Signature): _____

I 2. Title: _____

The signature by the NRCS representative signifies a CCC-NRCS transaction as indicated above.

U.S. DEPARTMENT OF AGRICULTURE

OMB NO. 0578-0013

COMPATIBLE USE AUTHORIZATION**OMB DISCLOSURE STATEMENT**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 40 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

COMPATIBLE USE AUTHORIZATION

OMB BURDEN STATEMENT

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 40 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB NO. 0578-0013), Stop 7630, Washington, D.C. 20250-7630.