



DELTA INSTITUTE

Request for Proposal (RFP) and Specifications for Baseline Site Analysis, Design, and Maintenance and Stewardship Planning Services

for the Project Restoring 40 Acres in Hobart Nature District

RFP Release

May 14, 2025, at 11am CST

PRE-PROPOSAL MEETING AND SITE VISIT

May 20, 2025, at 3pm CST

DEADLINE FOR QUESTIONS

May 23, 2025, at 5pm CST

PROPOSALS DUE

June 13, 2025, at 5pm CST

PREPARED BY

Delta Institute

35 E. Wacker Drive, Suite 1760 Chicago, IL 60601

Contents

OVERV	/IEW	4
Ab	out Delta Institute	4
RF	P Submittal Requirements	4
Pre	e-Proposal Meeting and Site Visit	5
Qu	estions	6
PROJE	CT DESCRIPTION	7
Ac	knowledgements Error! Bookmark not define	d.
Pro	oject Scope	7
Pro	oject Schedule	0
Re	quisite Experience	1
PROPC	SAL CHECKLIST	11
METHC	DD AND CRITERIA FOR SELECTION	12
TERMS	SAND CONDITIONS	14
Со	ntract Type 1	4
Te	rm of Contract	4
Fe	deral requirements	4
Wa	aiting Period	4
Ins	surance1	5
Pro	oposal Preparation Costs1	6
Pro	oposal Inclusions	6
Wit	thdrawal of Proposal Before Closing	6
Mis	stake in Proposal	16
Wr	ritten Questions and Answers	17
Pro	oposal Submittal	17
Pro	oposal Acceptance	17
Pu	blic Record	17
Ac	ceptance and Payment	18
Re	tention of and Access to Records	8
Dru	ug-Free Workplace Requirements	8
Arr	nericans with Disabilities	8
Со	onflict of Interest	8
Dis	sputes1	19



Termination for Convenience	
Termination for Default	19
Ownership of Materials and Documents/Confidentiality	19
Amendments and Request	20
Affirmative Action	20
Hiring of Illegal Aliens Prohibited	20
Safety	20
Bonds	20
Consequential Loss	20
Limitation of Liability	20
NO-COLLUSION AFFIDAVIT FORM	22
OFFICIAL PROPOSAL PRICING FORM	23
REFERENCES AND QUALIFICATIONS FORM	25
DELTA INSTITUTE SIGNATURE AUTHORIZATION FORM	27
DELTA INSTITUTE QUESTIONNAIRE FORM	29
DELTA INSTITUTE EXCEPTION FORM	30
DELTA INSTITUTE WORKERS' COMPENSATION CERTIFICATE FORM	33
ACKNOWLEDGEMENT OF ADDENDUM FORM	34



OVERVIEW

About Delta Institute

Delta Institute is a 501(c)(3) organization. Delta Institute collaborates with communities to solve complex environmental challenges throughout the Midwest. We address Midwestern environmental, economic, and climate challenges today so that our home and region are more resilient, equitable, and innovative tomorrow.

RFP Submittal Requirements

The proposal shall be submitted in a sealed envelope with all original pages intact. One (1) original proposal, two (2) hard copies, and one (1) digital copy must be submitted.

Proposal envelopes must be plainly marked and submitted as follows:

"SEALED PROPOSAL FOR: Restoring 40 Acres in Hobart Nature District"

Please have proposals addressed to: Jamie Zouras, Senior Specialist, Nature-Based Climate Solutions

Hard copy proposals should be submitted to Delta Institute, 35 E. Wacker Drive, Suite 1760, Chicago, IL 60601.

A digital copy should be emailed to <u>hmhardy@delta-institute.org</u> and <u>izouras@delta-institute.org</u>.

Both hard copy and digital proposals are required and should be received by Delta Institute before Friday, June 13, 2025, at 5pm CST.



Description	Due Date	Time
 Request for Proposal (RFP) and Specifications for 3 options: 1. Baseline Site Analysis (Task 1): or 2. Design (Task 2) and Maintenance and Stewardship Planning (Task 3): or 3. Baseline Site Analysis and Design and Maintenance and Stewardship Planning (Task 1, 2, and 3) for the Restoring 40 Acres in Hobart Nature District Project including: 		
- Task 1: Pre-Implementation Baseline Site Analysis. The Contractor shall conduct a baseline site analysis for the 40-acre site, which will serve as a foundational analysis to inform project design, implementation, and monitoring.	Friday, June 13, 2025	5:00 PM CST
- Task 2: Design, Permitting, and Quality Assurance Project Plans. The Contractor shall develop detailed design specifications and site work drawings for the 40- acre site, manage permitting and conservation easement coordination, and issue two QAPPs.		
- Task 3: Maintenance and Stewardship Plan. The Contractor shall create a Maintenance and Stewardship Plan for Lake County Parks to help manage the project site for five+ years post project completion.		

Pre-Proposal Meeting and Site Visit

Delta Institute will hold a hybrid pre-proposal meeting on **Tuesday, May 20, 2025, at 3pm CST**. The meeting will include a summary of the project, proposal process, and review of prospective proposer's questions. Participants can join the meeting virtually by clicking on the Microsoft Teams link below, or in-person at the Hobart Community Center located at **111 E Old Ridge Rd, Hobart, IN 46342**. An in-person-only site visit will occur afterward near the 40-acre site located at 4101 W 49th Ave, Hobart, IN 46342. Those who attend the site visit will be required to sign an access/participation waiver before entering the site.

Microsoft Teams

Join the meeting now

Meeting ID: 279 839 671 664 5 Passcode: sP7FP29B



Questions

For any questions regarding the RFP, please email Helen Hardy, Delta Institute at <u>hmhardy@delta-institute.org</u>. All questions must be received by **Friday, May 23, 2025, at 5pm CST.** All questions will be answered and issued to all companies that are on the RFP holders list. If you are unsure if you are on the RFP holder's list, please contact Helen Hardy, Delta Institute, Phone: 312-554-0900 ext. 11 or email: <u>hmhardy@delta-institute.org</u> to confirm.



PROJECT DESCRIPTION

Delta Institute and Lake County Parks are restoring 40 acres of oak savanna and wetland ecosystems adjacent to high-traffic nature sites at the Hobart Nature District, benefiting stormwater management, native habitat for local wildlife, and creating a recreational area with new connections to existing trailheads. The site provides critical habitat where it's located, but it is fragmented by remnants of impervious building foundation concrete and has experienced illegal dumping. See **Appendix A** for a Site Map, Environmental Areas & Managed Lands Map, and Waterways Conceptual Map. See **Appendix B** for photos of the site captured by Delta Institute in 2023 and 2024.

Robinson Lake is located directly south of the site. Multiple trailheads are adjacent, but the inaccessible project site creates a disconnect within the natural and recreational lands in the region. Enhancements like wayfinding and educational signage, as well as boardwalk and path creation, will be implemented to improve regional green space connectivity for local wildlife and encourage residents to gather and recreate.

This project's goals are to capture over 4.6 million stormwater gallons annually; restore 5 acres of permanent wetland; restore 30 acres of mesic oak savanna, including about 6 acres of ephemeral wetlands and 3 acres of wet prairie; remove invasive species; remove 3 acres of impervious surface and illegal dumping pollution; and add public access to recreation and greenspace (2 acres for a trail, boardwalk, overlook, small parking lot, and wayfinding).

Continuous community engagement is prioritized throughout the project, inclusive of a Community Stakeholder Working Group that is managed Delta to further ensure that the design and implementation efforts maximize the community benefits and project delivery goals, as well as via numerous local agency partnerships. Consistent community engagement, outreach, and transparency of the project's scope will occur throughout all activities. Lake County Parks and Delta have already engaged residents and community groups who have contributed to the project planning. The site property, formerly home to the St. Sava Serbian Orthodox Church Hall, holds deep sentimental value, and many community members are pleased that it was conserved in recent years, preventing further development, and are enthusiastic about the upcoming ecological restoration efforts.

The 40-acre site is located at 4101 W 49th Ave, Hobart, IN 46342, and it is owned by Lake County Parks and Recreation Board.

Project Scope

The selected firm(s) (hereinafter referred to as "Contractor") shall serve as part of the Project Team for the project and shall complete the scope of work outlined below. The selected Contractor(s) shall study the current state of the 40-acre project site to provide a foundational analysis to inform project implementation and monitoring. The Tasks completed by the Contractor(s) shall be based on community feedback, permit requirements, and environmental compliance. An Implementation Contractor will be chosen at a later stage of the project to complete the site work as designed.

The maximum amount allocated for completing all three Design Contractor Tasks is \$90,000.



The chosen Contractor(s) is/are expected to work closely with Delta Institute to ensure that the project's scope of work is properly completed in a cost-effective, responsive, and timely manner.

Task 1: Pre-Implementation Baseline Site Analysis

The Contractor shall conduct a baseline site analysis for the 40-acre site, which will serve as a foundational analysis to inform project design, implementation, and monitoring, prior to the project implementation. Upon execution of a contract, the Contractor will review all existing surveys and conceptual project plans required for the preparation of full design and permitting plans (Task 2), such a USFWS Indiana Ecological Services list of threatened and endangered species that occur in the project location or may be affected by the project (**Appendix C**). If necessary, the Contractor is encouraged to coordinate with any pertinent consultant or contractor around relevant questions relating to the baseline site analysis.

Design work (Task 2) will commence once the baseline site analysis is complete. Task 1 is estimated to be completed no later than August 31, 2025.

Task 2: Design, Permitting, and Quality Assurance Project Plans

2.1 Design and Site Work Drawings

The Contractor shall develop detailed design specifications and site work drawings for the 40acre site, working closely with the Project Team and Community Stakeholder Working Group to ensure their input is embedded in the design process. Delta Institute and Lake County Parks will provide opportunities for stakeholder engagement, including but not limited to public meetings and individual meetings/interviews where necessary. This integration is critical to ensuring the overall viability and long-term success of the project.

Designs shall maximize stormwater resilience, habitat restoration, and community benefits.

The Contractor shall present design and site work drawings that are 30% complete to the Project Team and Community Stakeholder Working Group by September 30, 2025 for the purpose of gathering feedback. The initial design plans and drawing shall include, but not be limited to, the following items:

- a) Plan sheets of existing conditions (site boundaries, property lines, topography, vegetation, habitats, wetlands, streams, roads, trails, and other structures).
- b) Site layout plan for trail routes, boardwalk location and length, fence, parking lot, overlook, and wayfinding sign locations (and relationship to habitat areas to minimize impact).
- c) Typical sections, cross-sections, and details of all improvements (restoration areas, wetland grading, trails, boardwalk, overlook, fence, parking lot, public access points from public roads and nearby infrastructure).
- d) Approximate earthwork computations and grading and drainage concepts (and limits of implementation).
- e) Planting and restoration concepts (zones for native species, invasive removal areas, habitat enhancement zones, planting buffering for trail edges, parking area, and signage).
- f) Location of all utilities and property lines, including names of property owners, parcel addresses, and the Book and Page numbers on which their deed is recorded.
- g) Accessibility and safety considerations for ADA-compliant routes, signage orientation,



and safety railings on boardwalks if elevated.

h) Preliminary implementation cost estimates.

Three rounds of feedback shall be integrated before 100% of the design and site work drawings are completed by December 31, 2025. The final design and site work drawings shall include, at a minimum:

- a) Full set of site work drawings, including summary of quantities, standard details, crosssections, and planting details.
- b) Demolition and vegetation clearing plan (including tree protection and invasive species management areas).
- c) Hydrology, wetland improvement, and restoration plans and calculations (including grading and drainage plan, erosion and sediment control plan, and planting and seeding schedule).
- d) Implementation details for trail sections, boardwalk, overlook, parking lot, fence, wayfinding, and native planting (including site layout and public access).
- e) Complete set of specifications and supporting documentation.
- f) Final implementation cost estimate.

The Contractor will meet with the Project Team to discuss these design plans and any required changes. The Contractor shall prepare three (3) hard copies and one (1) digital copy of the final design, site work plans, and specifications, as well as electronic copies of all plan sheet files, all legal descriptions, exhibits, specifications, and manuals for final review and approval by the Project Team.

2.2 Permitting Coordination

The Contractor shall oversee all permitting coordinating and approval, as well as familiarize themselves and act in accordance with the existing conservation easement that was placed on the 40-acre site in 2021. The Contractor will also be required to consult with agencies as necessary through the permitting process, which may include U.S. Fish and Wildlife Service, Indiana Department of Natural Resources, and others.

Task 2.2 is estimated to begin when 30% of the site design is completed (see Task 2.1). Permitting coordination must be completed by December 31, 2025.

2.3 Two Quality Assurance Project Plans (QAPPs)

The Contractor shall issue two comprehensive Quality Assurance Project Plans (QAPPs), including one focused on project implementation, and one outlining monitoring protocols to track the project's overall effectiveness after implementation work is complete, which can be incorporated into the Maintenance and Stewardship Plan (Task 3). QAPPs shall be completed using guidelines from the NFWF website (i.e. <u>Quality Assurance Requirements for Chesapeake Bay Stewardship Fund Grantees</u>).

Task 2.3 must be completed by December 31, 2025.

Task 3: Maintenance and Stewardship Plan

The Contractor shall create a Maintenance and Stewardship Plan for Lake County Parks to help manage the project site for five+ years post project completion. Planning shall be informed by the full design engineering and monitoring documents, as well as learnings and



recommendations from the community engagement. The Plan must also be informed by the previous IN DNR Stewardship Plan (**Appendix D**) that was completed as part of project preparation, authored by Potthoff, dated 1/29/2020.

The Plan shall highlight efforts to foster ecological sustainability, promote biodiversity, and provide accessible recreational spaces for community engagement. It shall encompass two key objectives:

- 1. Maintenance Goals: Ensure the ongoing functionality and upkeep of specific elements (the restored wetlands and surrounding planted areas, parking lot, site amenities, fence, trails, boardwalk, signs and overlook), such as through tasks like pruning, mowing, pest management, irrigation, and minor repairs. This aspect focuses on maintaining the physical condition of what has been planted or built.
- 2. Stewardship Goals: Focus on preserving and enhancing long-term ecological health and sustainability, including strategies to protect restored wetland, wildlife habitats, surrounding area impacted by Phragmites, and areas close to the boardwalk, trails, parking, or site amenities. This aspect focuses on promoting the overall health of natural resources.

Project maintenance and stewardship planning shall be done in coordination with Lake County Parks, as they will provide long-term stewardship, ensuring maintenance tasks, schedules, and provisions for native habitat maintenance.

Task 3 must be completed by December 31, 2025.

Project Schedule

Our intent is for the following schedule of activities, subject to change. This RFP for Baseline Site Analysis, Design, and Maintenance and Stewardship Planning Services solely focuses on Activity 3, below:

Activities		2025		2026			2027		7			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1. Program Management, Planning and Coordination												
2. Continuous Community Engagement												
3. Baseline Study & Project Design												
Bid												
Baseline analysis, permits, design, QAPPs, maintenance plan												
4. Implementation: Wetland Creation & Native Restoration												
Bid												
Site clearance, excavation, grading, planting												
5. Implementation: Recreational Park Area												
Bid												
Creation of pedestrian trail, boardwalk, overlook and parking lot												
6. Tracking Metrics & Monitoring												

The chosen Contractor must be able to commit resources to this project to ensure adherence to the proposed project schedule.



Requisite Experience

The chosen Contractor must be an engineering and environmental restoration firm that possess the ability, experience, and reputation for quality service necessary to produce high-quality and functional designs that prioritize stormwater management and treatment benefits and community education. Firms with staff with some of the following credentials and licenses will be considered more qualified than those that do not have any: Professional Engineer (PE), Licensed Landscape Architect (PLA or RLA), American Society of Landscape Architects (ASLA), and/or American Institute of Architects (AIA).

PROPOSAL CHECKLIST

All proposals must include this completed proposal checklist with the following completed components:

- □ Completed Non-collusion Affidavit Form.
- □ Completed Official Proposal Pricing Form.
- □ Proposal narrative (15 pages max) identifying a clear understanding of the project scope, the contractor's approach to project management, and highlighted experience successfully integrating community feedback into designs.
- □ Completed References and Qualifications Form.
- □ No more than three 1-page informational summaries of referenced projects with pictures and graphics from those projects with name of client, location, and contact information.
- Description of key personnel with brief bios and their role on this project.
- □ Résumé for project manager with whom Delta will interface.
- □ Certificate of Insurance.
- □ Completed Delta Institute Signature Authorization Form.
- □ Completed Delta Institute Questionnaire Form.
- □ Completed Delta Institute Exception Form.
- □ Completed Delta Institute Workers' Compensation Certificate Form.
- □ Completed Acknowledgement of Addendum Form for all Addendums Form.
- □ Drug Free workplace policies and procedures.
- □ Affidavit and statement regarding E-Verify compliance.
- □ No investment in Iranian energy sector.



METHOD AND CRITERIA FOR SELECTION

Delta Institute will evaluate each proposal.

A Proposal Selection Committee, consisting of at least 5 members, has been appointed by Delta Institute to review all proposals. The Committee will review each written proposal submitted to determine if they meet the requirements of this RFP. Failure to meet the essential requirements of this RFP may be cause for rejection of the proposal. The Committee will make independent random checks of the proposer's references as well as major subcontractors.

The following criteria will be applied by the Committee to evaluate each proposal with the relative weight to be attributed (in points) to each criterion:

Proposals will be evaluated on Bidder's qualifications, technical approach, and relevant experience.

Disadvantaged Business Enterprises (e.g., Minority-owned business enterprises or MBEs, Women-owned business enterprises or WBEs, etc.) are encouraged to respond to this RFP.

MAXIMUM POINTS	CRITERIA
20	Understanding the scope of work and quality of the Proposal to meet this scope.
20	Qualifications of Team
20	Ability to meet the Project Team's needs, on time and within budget.
40	Price including all costs
100	TOTAL

Upon proposals being scored by the Committee, Delta Institute reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal, and to award a contract to the Contractor who best meets the RFP's requirements.

Relevant factors include completeness and accuracy of proposal; references from other owners, developers, or municipalities regarding past work done by the Contractor and its subs; combination of the certifications; customer service record and experience of the proposed staff; ability to complete the job at the specified time; or other considerations to the advantage of the Delta Institute.

Proposals may not be withdrawn for a period of ninety (90) days after the date set for opening thereof, unless otherwise required by law.



The award of the contract, if awarded, will be made within sixty (60) days after opening of the Proposals. The proposer's signature on the Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanlike manner as set forth in the Request for Proposal. The Contractor to whom the contract is awarded shall be notified upon award of the contract by the Delta Institute. The Proposal Form, the Terms and Conditions, the Special Provisions, the Request for Proposal, together with any plans and/or attachments, shall all be considered as part of the contract between the Delta Institute and the Contractor to whom the contract is awarded.

Discussions may be conducted with responsible proposers who submit proposals determined by the Committee to be reasonably susceptible of being selected for award.

The prospective contractor is advised that, should its proposal result in award of a contract, the contract will not be in effect until it is approved and fully executed by the Delta Institute.



TERMS AND CONDITIONS

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSALS" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

All information should have been updated within the past three (3) months.

Contract Type

The contract between the successful firms and Delta Institute will be for specific activities and submittals and specifying a maximum not-to-exceed amount.

Term of Contract

The contract shall commence after approval by Delta Institute. It is expected to be completed in a period not exceeding 6 months. The contract will expire December 31, 2025.

Federal requirements

The contractor chosen for the implementation portion of the RFP will need to follow the rules of the Davis-Bacon Act and the Build America, Buy America Act in their work. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, contractor must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Bids cannot use a "cost plus a percentage of cost" nor "percentage of construction costs" form of pricing.

The chosen contractor will also need to follow federal guidelines regarding purchasing anything that meets the federal definition of "equipment".

The chosen contractor will need to be registered in SAM.gov before a contract can be executed. If the contractor is already registered at the time of proposing, then their status in SAM.gov will be checked to make sure they are not barred from receiving federal funds before a contract can be executed.

The contractor(s) chosen must follow all provisions in Title 2 Code of Federal Regulations Part 200, Appendix II (2 CFR 200, Appendix II) titled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

The contract executed with the chosen contractor(s) will include the above federal regulations, as well as any other applicable regulations with which the contractor(s) must comply.

Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.



Insurance

Contractors are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Contractor's insurance agent or corporate Risk Management Department acknowledging that the Contractor is able to comply with all insurance requirements.

It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.

- 1. Minimum Scope of Insurance:
 - a General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of Indiana.
 - **c** Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - d Workers' Compensation and Employers Liability: Statutory Workers' compensation limits as required by the State of Indiana and employers Liability limits of \$1,000,000 per incident.
- 2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by Delta Institute. At the option of Delta Institute, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Delta Institute, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 3. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.
- 4. Other Insurance Provisions: The policies are to <u>contain</u>, or be <u>endorsed to</u> <u>contain</u>, the following provisions:
 - a. Delta Institute is to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Delta Institute.



- b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects to Delta Institute. Any insurance or self- insurance maintained by Delta Institute shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Delta Institute.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Delta Institute.
- f. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Contractor's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against liability for the negligent acts, errors and omissions of the Contractor in the performance of the services required by this Contract. A minimum coverage of at least \$1,000,000 per claim and in the aggregate, must be provided.

Proposal Preparation Costs

Delta Institute is not and will not be deemed liable for any costs incurred by Proposers in the preparation, submittal, or presentation of their proposals.

Proposal Inclusions

The RFP response documents shall be returned completed in their entirety, with ALL applicable portions fully completed by the proposer.

All proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the requirements for the proposal, including any addenda, prior to submitting the proposal as outlined elsewhere in this RFP.

Withdrawal of Proposal Before Closing

Any proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled submission deadline. Upon receiving the written request to withdraw any proposal, Delta Institute will consider the proposal null and void, and return the proposal to the proposer unopened. Withdrawal of a proposal will not prejudice the proposer's re-submittal for this or any future request for proposal(s).

Mistake in Proposal

Any proposer may request to withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish, to the Delta Institute's satisfaction, that a mistake was made in preparing the proposal.



- 1. A proposer declaring a mistake must provide a written notice to Delta Institute within five (5) calendar days following the scheduled opening date, specifying in detail the alleged mistake, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
- 2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal determined by Delta Institute to justify withdrawal.

Written Questions and Answers

ALL QUESTIONS MUST BE SUBMITTED BY FRIDAY MAY 23, 2025 at 5PM CST BY EMAIL TO <u>hmhardy@delta-institute.org</u>

In order for all competing proposers to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. <u>Personal and/or telephonic contact</u> with Delta Institute in regard to this RFP is prohibited. Delta Institute may reject the proposal of any proposer violating this rule.

Answers to all relevant questions will be provided in one or more addenda, if deemed necessary, and supplied to all entities on the RFP holder's list. If you are unsure if you are on the proposer's list, please contact: <u>hmhardy@delta-institute.org</u> to place yourself on the list.

Proposal Submittal

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. <u>Any proposal found to be illegible or incomplete shall be considered for rejection</u>.

Whether sent by courier, mail, or by means of personal delivery, proposers assume full responsibility for having their proposal delivered to the proper location and not later than the scheduled closing time.

More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

Proposal Acceptance

Delta Institute reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process.

Delta Institute further reserves the right to award the contract to other than the lowest proposer if such action is deemed to be in the best interest of the project.

Failure to provide the information requested or falsification of any information provided shall result in disqualification of the proposal.

Public Record

Be advised that **all** information contained in proposals submitted in response to this RFP **shall**



become a matter of public record upon contract award, and be made available to the public upon request. The proposer may identify, in writing, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure. The proposer who claims such an exemption must also state in the proposal that, "The proposer agrees to indemnify and hold harmless Delta Institute and its employees from any claims, liability or damages against them and to defend any actions brought against them for their refusal to disclose such material, trade secrets, or other proprietary information to any party."

Acceptance and Payment

Properly executed original invoice(s) shall include reference to the contract and be accompanied by detailed supporting documentation based on the approved schedule of values.

Delta Institute shall pay the Contractor's properly executed invoice, subject to approval by Delta Institute, within thirty (30) days following receipt of the properly prepared invoice.

Payment will be made based on invoices provided for work completed, based on the timeline of the project, and as the work is completed to the satisfaction of Delta Institute.

Total payment for all Work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases.

Payment may be withheld for any services which do not meet or exceed Delta Institute's requirements or have proven unacceptable until such services are replaced, resubmitted, and accepted by Delta Institute.

Retention of and Access to Records

At all reasonable times during the term of the contract and for a minimum of three (3) years following final settlement, Delta Institute, and any designated representative thereof shall have access to all records related to work performed under this contract and the Contractor and all sub-contractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

Drug-Free Workplace Requirements

The Contractor and all sub(s) shall comply with the requirements of the Drug- Free Workplace Act of 1990 and IC 36-1-12-24 (for Indiana).

Americans with Disabilities

The Contractor and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest

No employee of Delta Institute during his/her/their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.



Furthermore, the parties hereto covenant and agree that, to the best of their knowledge, no board member or employee of Delta Institute has any interest or family members, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

Disputes

Any controversy or claim arising out of or relating to the provisions of this Contract or the breach thereof shall be settled by arbitration, in accordance with Illinois laws and regulations, unless the parties agree, in writing, to some other form of alternative dispute resolution.

Termination for Convenience

Delta Institute may, by written notice, terminate this contract in whole or in part, when deemed in the Delta Institute best interest to do so.

Upon termination of this contract, Delta Institute shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

Termination for Default

Delta Institute may, by written notice of default to the Contractor, terminate the contract, in whole or in part, if the Contractor fails to:

- 1. Deliver or perform the services within the time specified in the contract or any Delta Institute approved extension; or
- 2. Fails to make progress, so as to endanger performance of the contract; or
- 3. Fails to comply with any of the other provisions of the contract.

Ownership of Materials and Documents/Confidentiality

Delta Institute retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data provided to or prepared by the Contractor and/or the Contractor's sub-contractor(s) pertaining to this Project.

Said materials and documents are confidential and shall be available to Delta Institute from the moment of their preparation.

The Contractor shall provide Delta Institute with an electronic version of all project-related documents, including all text documents, calculations, and drawings.

The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Delta Institute.

Delta Institute and Contractor shall be joint owners of any and all such documents.



Amendments and Request

Delta Institute reserves the right to amend this Request for Proposals by addendum before the final proposal submittal date.

Any amendment needs to meet Delta's and NFWF grant requirements.

All addenda will be supplied to everyone on the RFP holders list.

Affirmative Action

Delta Institute hereby notifies all proposers that they must affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals to be subcontractors in response to this RFP and that they will not be discriminated against on the grounds of race, color, sex, sexual orientation, creed, or national origin when reviewing the proposals for award of the contract.

Hiring of Illegal Aliens Prohibited

Contractor shall not hire or employ any person to perform work or allow any person to perform work required under the contract unless such person is properly documented and legally entitled to be employed within the United States.

The Contractor, prior to award of the contract, will be required to execute E-Verify and Government of Iran investment declarations as required by the laws of the State of Indiana.

Safety

The Applicant and its subcontractor(s) shall comply with OSHA regulations applicable to this project regarding necessary safety equipment or procedures.

Bonds

A Performance Bond and Payment Bond each in the amount of 100% of the Contract price will be required from the Contractor to whom the work is awarded.

Consequential Loss

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, or consequential loss or damage, including, but not limited to, loss of revenue, loss of production, or loss of profit.

Limitation of Liability

Notwithstanding any other clause in the contract, the total aggregate liability of the Contractor to the Delta Institute for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the contract, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited, to the extent permissible by law, to five times



the total compensation received by the Contractor or the limits of the relevant insurance policies pursuant the contract, whichever is greater.



NO-COLLUSION AFFIDAVIT FORM

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this day of	,,
	(Name of Organization)
	(Title of Person Signing)
	(Signature)
	ACKNOWLEDGEMENT
STATE OF)
) ss
COUNTY OF)
	onally appeared the above named and swore that the joing document are true and correct.
Subscribed and sworn to me this	day of,
(Notary Public Signature)	
My Commission Expires:	



OFFICIAL PROPOSAL PRICING FORM

Company Name:		
Company Address:		

City, State, and Zip: _____

Three options are available for bidding:

1) Provide a proposal for Baseline Site Analysis (Task 1)

Activity	Task 1 Price
Baseline Site Analysis	
TOTAL	

2) Provide a proposal for Design, Permitting, and Quality Assurance Project Plans (Task 2), and Maintenance and Stewardship Planning (Task 3)

Activity	Tasks 2 and 3 Price
Design, Permitting, and Quality Assurance Project Plans	
Maintenance and Stewardship Plan	
TOTAL	

3) Provide a proposal for all three Tasks

Activity	Tasks 1, 2, and 3 Price
Baseline Site Analysis	
Design, Permitting, and Quality Assurance Project Plans	
Maintenance and Stewardship Plan	
TOTAL	



My signature on this submittal certification is affirmation that all items listed within this proposal are fully accurate, completed, and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of this proposal.

Authorized Signature

Printed Name

Date Signed

Telephone Number



REFERENCES AND QUALIFICATIONS FORM

All proposers must provide information on three (3) example projects of a similar nature performed in the last five (5) years. In addition, you must include the name, address, and telephone number of the contact person having knowledge of the project and knowledge of the integrity and business practices of the proposer.

Three Project References:

1. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

2. Project Name:

Address:

Brief Description of Project:



Contact Person & Phone Number: _____ 3. Project Name: ____ Address: Brief Description of Project: Contact Person & Phone Number: _____



DELTA INSTITUTE SIGNATURE AUTHORIZATION FORM

PROPOSER:

I hereby certify that I have the authority to offer this proposal to Delta Institute for the abovelisted individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Name:	 	
T :41		
Title:	 	
Signature:		
5	 	
Date:		

The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

- 1. If successful, the contract language should refer to me as:
 - □ An individual or Sole proprietorship
 - A Partnership partner's names:
 - □ A Limited Liability Company
 - $\hfill\square$ A Corporation
- 2. My Tax Identification Number Is

(For individuals this number is usually the Social Security Number.)



3. I certified that

- □ I am a certified as an MBE WBE DBE company
 - □ I attached a copy of my certification
- □ I have recently filed for MBE WBE DBE certification but have not yet received certification.
- □ I am not an MBE WBE DBE company.

Proposer's Information

Person:		
nue		
Address:		
Email Address:		



DELTA INSTITUTE QUESTIONNAIRE FORM

The Proposer shall complete, under penalties for perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing or bidding on, or completing, a Federal, State, or local government project because of a violation of law or a safety regulation?

|--|

🗆 No

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire



DELTA INSTITUTE EXCEPTION FORM

Should Proposer take exception to <u>ANY</u> of the terms and conditions or other contents of this RFP, list the exceptions below.

THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.

If no exception(s) are taken, enter "**NONE**" for the first item. (*Make additional copies of this form as necessary*)

Page Number:
Paragraph Number:
· · · · · · · · · · · · · · · · · · ·
Exception Taken:
Page Number:
Section Title:
Paragraph Number:
Exception Taken:



Page Number: Section Title: Paragraph Number:	
Exception Taken:	
Page Number: Section Title: Paragraph Number:	
Exception Taken:	



Page Number:		
Page Number: Section Title:	 	
Paragraph Number:	 · · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Exception Taken:		
	 ·····	
Page Number:	 	
Section Title:	 	· · · · · · · · · · · · · · · · · · ·
Paragraph Number:	 	
Evention Takon:		
Exception Taken:		
		· · · · · · · · · · · · · · · · · · ·
	 	· · · · · · · · · · · · · · · · · · ·
	 	· · · · · · · · · · · · · · · · · · ·



DELTA INSTITUTE WORKERS' COMPENSATION CERTIFICATE FORM

The Proposer shall execute the following form as required by the Worker's Compensation Act of Indiana:

I am aware of the provisions of the Indiana law which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered with Delta Institute.

Signature

Company Name

Printed Name Business

License Number

Title

Date



ACKNOWLEDGEMENT OF ADDENDUM FORM

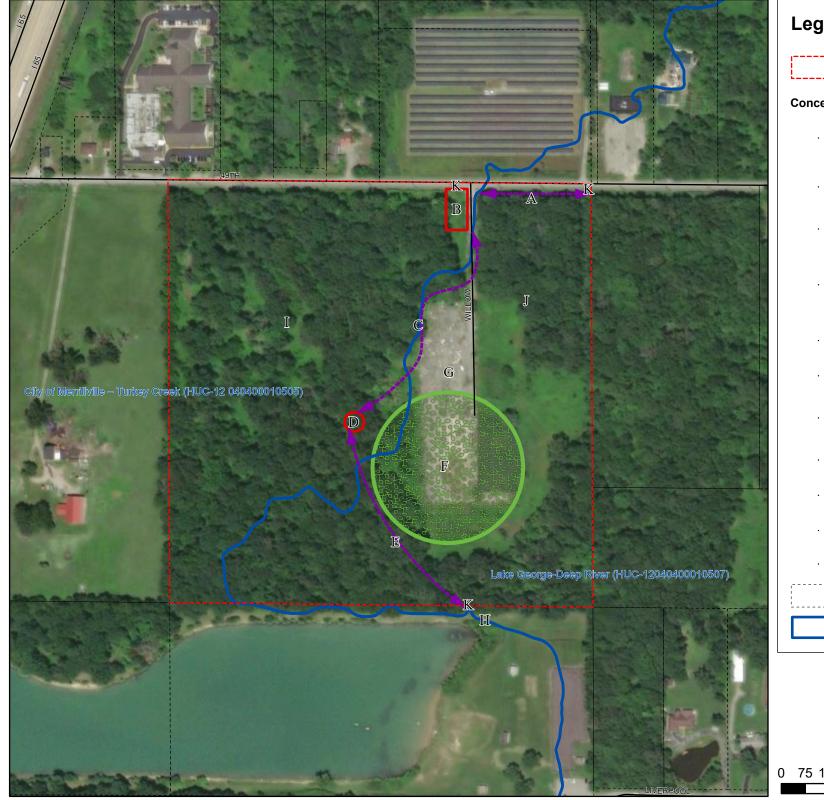
TO BE RETURNED WITH REQUEST FOR PROPOSAL

TITLE
ACKNOWLEDGEMENT OF RECEIVING ADDENDUM #(s)
NAME OF VENDOR
FIRM CONTACT
PHONE
MAILING ADDRESS

SIGNATURE OF AUTHORIZED AGENT _____

DATE _____





Legend

49th Avenue Parcel - Lake County Parks & Recreation Department

Conceptual Plan Items- Description

A - Trail from new parking lot to IDNR / SHLT nature preserve access

B - New ten car parking lot with access off 49th Avenue

C - Trail from new parking lot to overlook

D - Overlook - utilizing large spoil pile for overlook of pond, wetland restoration, & surrounding plant communities

E - Trail from overlook to Robinson Lake Park

F - Pond and wetland restoration

G - Parking lot & storm sewer demolition & removal

H - Park access from Robinson Lake

I - Oak savanna & wetland enhancements

J - Oak savanna & wetland enhancements

K- Trail entry point

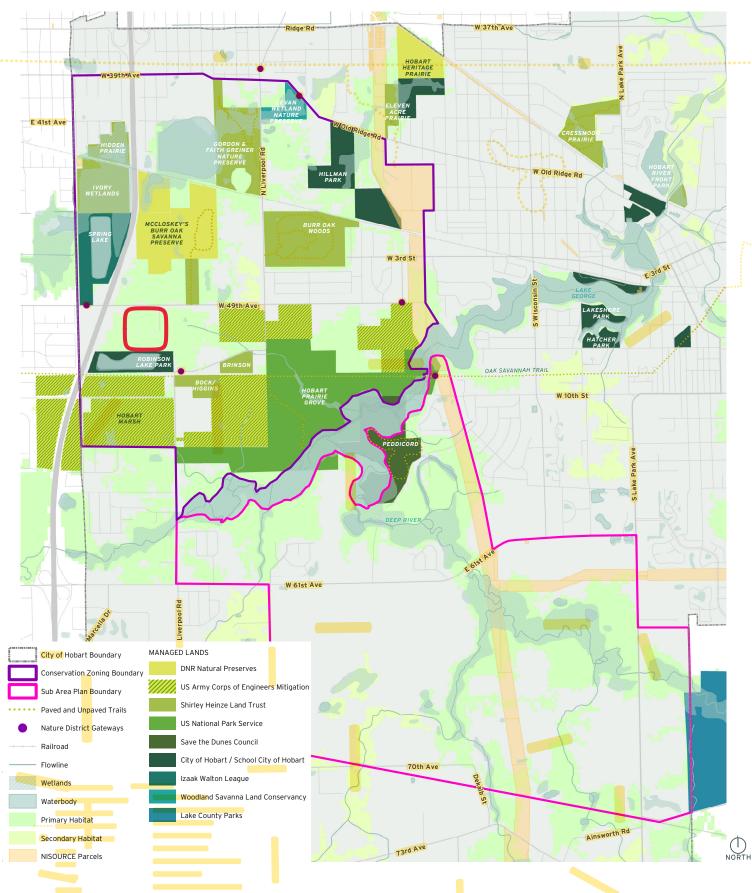
Parcels

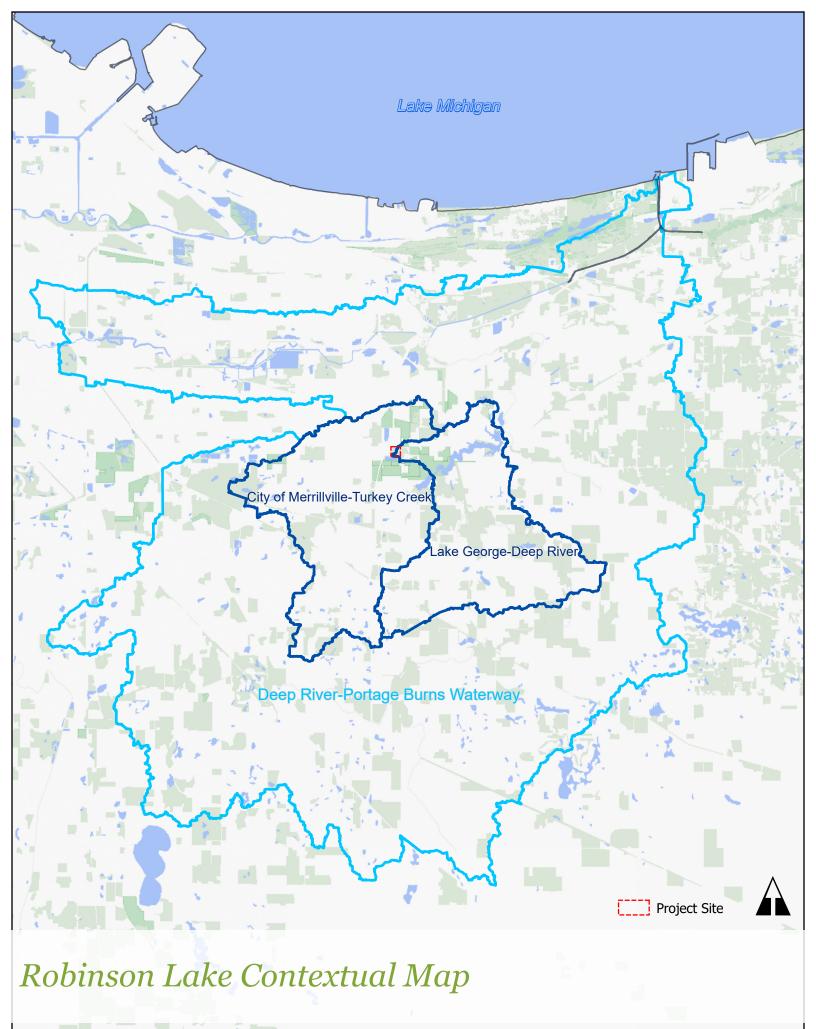
HUC 12 Watersheds

300 0 75 150 Feet



Conservation in Hobart ENVIRONMENTAL AREAS & MANAGED LANDS MAP





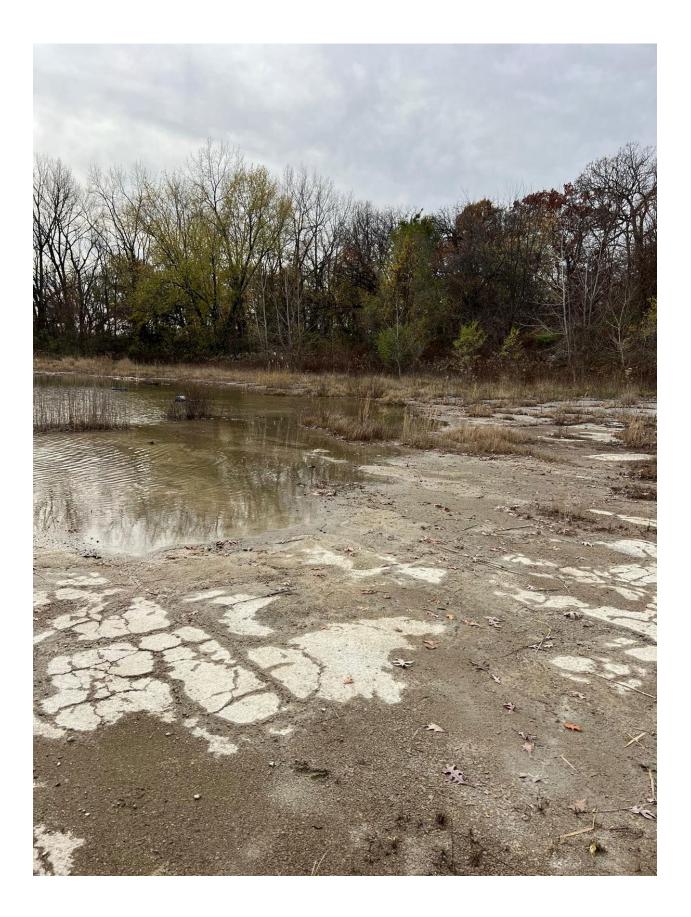
APPENDIX B: SITE PHOTOS (2023-24)













United States Department of the Interior

FISH AND WILDLIFE SERVICE Indiana Ecological Services Field Office 620 South Walker Street Bloomington, IN 47403-2121 Phone: (812) 334-4261 Fax: (812) 334-4273



In Reply Refer To: 03/12/2025 21:25:13 UTC Project Code: 2025-0068264 Project Name: Restoring 40 Acres in Hobart Nature District to Create Environmental Resilience and Greenspace (IN)

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

Please use the species list provided and visit the U.S. Fish and Wildlife Service's Region 3 Section 7 Technical Assistance website at - <u>http://www.fws.gov/midwest/endangered/section7/</u> <u>s7process/index.html</u>. This website contains step-by-step instructions which will help you determine if your project will have an adverse effect on listed species and will help lead you through the Section 7 process. For all **wind energy projects** and **projects that include installing towers that use guy wires or are over 200 feet in height**, please contact this field office directly for assistance, even if no federally listed plants, animals or critical habitat are present within your proposed project or may be affected by your proposed project.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see https://www.fws.gov/program/migratory-bird-permit/whatwe-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both

migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. **Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.**

Attachment(s):

- Official Species List
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Indiana Ecological Services Field Office

620 South Walker Street Bloomington, IN 47403-2121 (812) 334-4261

PROJECT SUMMARY

Project Code:	2025-0068264
Project Name:	Restoring 40 Acres in Hobart Nature District to Create Environmental
	Resilience and Greenspace (IN)
Project Type:	Restoration / Enhancement - Wetland
Project Description:	Delta Institute and Lake County Parks will restore 40 acres adjacent to high-traffic nature sites at the Hobart Nature District, benefiting stormwater management, native habitat, and creating a recreational area with new connections to existing trailheads. The site currently includes impervious building-foundation concrete and has experienced illegal dumping. Robinson Lake is located directly south. Multiple trailheads are adjacent, but the inaccessible project site creates a disconnect within the natural and recreational lands.
	This project will capture over 4.6 million stormwater gallons annually; restore 5 acres of permanent wetland; restore 30 acres of Mesic Oak Savanna, including about 6 acres of ephemeral wetlands and 3 acres of wet prairie; remove invasive species; remove 3 acres of impervious surface and illegal dumping pollution; and add public access to recreation and greenspace (2 acres for a trail, boardwalk, small parking lot, and wayfinding). The project will have significant community involvement, as it previously housed the St. Sava Serbian Orthodox Church Hall, and is an emotional, beloved location to the community who has been "heartbroken" by its current condition.
Project Location:	The 40-acre site is located at 4101 W 49th Ave, Hobart, IN 46342, and it is owned by Lake County Parks. The project will take place October 1, 2024 through September 30, 2027.

Project Location:

The approximate location of the project can be viewed in Google Maps: <u>https://www.google.com/maps/@41.5274677,-87.30952252323351,14z</u>



Counties: Lake County, Indiana

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. <u>NOAA Fisheries</u>, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <u>https://ecos.fws.gov/ecp/species/5949</u>	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/9045</u>	Endangered
INSECTS NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical	Proposed Threatened

Proposed
Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act 2 and the Migratory Bird Treaty Act (MBTA) 1 . Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

- 1. The <u>Bald and Golden Eagle Protection Act</u> of 1940.
- 2. The Migratory Birds Treaty Act of 1918.
- 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your **project** area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the <u>National Bald Eagle Management Guidelines</u>. You may employ the timing and activity-specific distance recommendations in this document when designing your project/ activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to <u>Bald Eagle Nesting and Sensitivity to Human Activity</u>.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional <u>Migratory Bird Office</u> or <u>Ecological Services Field Office</u>.

If disturbance or take of eagles cannot be avoided, an <u>incidental take permit</u> may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the <u>Do I Need A Permit Tool</u>. For assistance making this determination for golden eagles, please consult with the appropriate Regional <u>Migratory Bird Office</u> or <u>Ecological Services Field Office</u>.

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the <u>Supplemental Information</u> on <u>Migratory Birds and Eagles</u>, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus	Breeds Oct 15 to
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention	Aug 31
because of the Eagle Act or for potential susceptibilities in offshore areas from certain	0
types of development or activities.	
https://ecos.fws.gov/ecp/species/1626	

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read <u>"Supplemental Information on Migratory Birds and Eagles"</u>, specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (**–**)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

				prot	ability o	f presend	ce 📕 bi	reeding s	eason	survey	effort	— no data
SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bald Eagle Non-BCC Vulnerable	(<mark> </mark> + -	•1+•	++++	+ 1 + +	++++	+ • • •	•••	1 + - + +		++++	+ • •	• • +

Additional information can be found using the following links:

- Eagle Management <u>https://www.fws.gov/program/eagle-management</u>
- Measures for avoiding and minimizing impacts to birds <u>https://www.fws.gov/library/</u> <u>collections/avoiding-and-minimizing-incidental-take-migratory-birds</u>
- Nationwide avoidance and minimization measures for birds <u>https://www.fws.gov/sites/</u> <u>default/files/documents/nationwide-standard-conservation-measures.pdf</u>
- Supplemental Information for Migratory Birds and Eagles in IPaC <u>https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action</u>

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

- 1. The <u>Migratory Birds Treaty Act</u> of 1918.
- 2. The <u>Bald and Golden Eagle Protection Act</u> of 1940.
- 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover <i>Pluvialis dominica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/10561</u>	Breeds elsewhere
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <u>https://ecos.fws.gov/ecp/species/1626</u>	Breeds Oct 15 to Aug 31
Black-billed Cuckoo Coccyzus erythropthalmus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9399</u>	Breeds May 15 to Oct 10
Cerulean Warbler Setophaga cerulea This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/2974</u>	Breeds Apr 21 to Jul 20
Chimney Swift Chaetura pelagica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9406</u>	Breeds Mar 15 to Aug 25
Grasshopper Sparrow <i>Ammodramus savannarum perpallidus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <u>https://ecos.fws.gov/ecp/species/8329</u>	Breeds Jun 1 to Aug 20
Henslow's Sparrow <i>Centronyx henslowii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/3941</u>	Breeds May 1 to Aug 31
Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9679</u>	Breeds elsewhere
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9561</u>	Breeds elsewhere

NAME	BREEDING SEASON
Prothonotary Warbler <i>Protonotaria citrea</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9439</u>	Breeds Apr 1 to Jul 31
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9398</u>	Breeds May 10 to Sep 10
Rusty Blackbird <i>Euphagus carolinus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <u>https://ecos.fws.gov/ecp/species/9478</u>	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9603	Breeds elsewhere
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <u>https://ecos.fws.gov/ecp/species/9431</u>	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read <u>"Supplemental Information on Migratory Birds and Eagles"</u>, specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (=)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort − no data

SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC American Golden-┼┼┼┼╶┼┼┼┼╶┼┼┼┼╶┼┼┼┼╶┼┼┼┽╶╖╴╸ plover BCC Rangewide (CON) Bald Eagle ++ + + + + Non-BCC Vulnerable Black-billed +++ + - - -Cuckoo BCC Rangewide (CON) Cerulean Warbler + + + + - - - -BCC Rangewide (CON) Chimney Swift BCC Rangewide (CON) Grasshopper ++ -+++ -++++ +++ Sparrow BCC - BCR Henslow's Sparrow ┼┼┼┼ ┽┽┼┼ ┽┽┽┽ ┽┼┼┼ ┼┼┼┼ ++++ ++++ +++++ +++++++BCC Rangewide (CON) Lesser Yellowlegs ***** ***** ***** * * ** ** ** *** BCC Rangewide (CON) Pectoral Sandpiper ***** ***** ***** ***** 1 **** ***** ***** 1 **** ***** ***** BCC Rangewide (CON) Prothonotary ++++++++╂╂╂┲ ╪╪╪╪ ╪╪┼╴╪┼┼┼ ╪┼┼┼ Warbler BCC Rangewide (CON) Red-headed +++++++++ ++--+ • +-- -+++ | Woodpecker BCC Rangewide (CON) Rusty Blackbird ***** ***** ***** 1 **** 1**** ***** ***** ***** ***** ***** BCC - BCR SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC Semipalmated ***** ***** ***** ***** **** Sandpiper BCC - BCR

Additional information can be found using the following links:

- Eagle Management <u>https://www.fws.gov/program/eagle-management</u>
- Measures for avoiding and minimizing impacts to birds <u>https://www.fws.gov/library/</u> <u>collections/avoiding-and-minimizing-incidental-take-migratory-birds</u>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <u>https://www.fws.gov/</u> <u>media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-</u> <u>project-action</u>

WETLANDS

Impacts to <u>NWI wetlands</u> and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local <u>U.S. Army Corps of</u> <u>Engineers District</u>.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER POND

PUBF

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1C
- PSS1C

IPAC USER CONTACT INFORMATION

Agency:	Delta Institute
Name:	Jamie Zouras
Address:	35 East Wacker Drive
Address Line 2:	Suite 1760
City:	Chicago
State:	IL
Zip:	60601
Email	jzouras@delta-institute.org
Phone:	8477307194

LEAD AGENCY CONTACT INFORMATION

Lead Agency: County of Lake

Name: Craig Zandstra

Email: craigz@lakecountyparks.com

Phone: 2196881065



Lake County Parks Lake County Hobart Township Section 35, T36N, R8W

Prepared By: James Potthoff 1/29/2020



Legend

Forest/Wetland - 29.95 Acres

Entry Point

Power Line ROW

All Boundaries Are Approximated

740 Feet 1:4,283

370

1 inch = 356.918253 feet



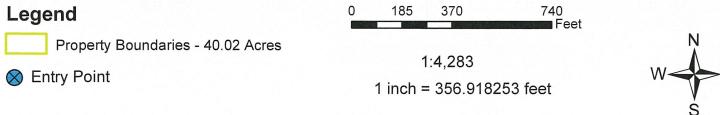
(Original Map Scale)

0

185

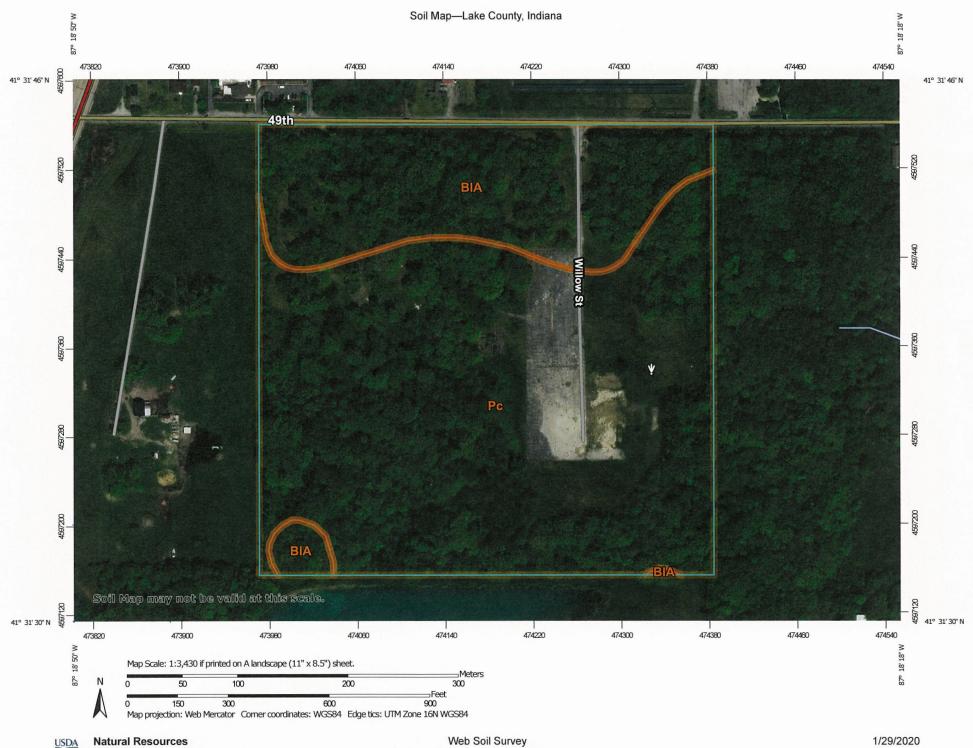
40.02 Acres Total





All Boundaries Are Approximated

(Original Map Scale)



Conservation Service

Web Soil Survey National Cooperative Soil Survey

1/29/2020 Page 1 of 3 Soil Map—Lake County, Indiana

Area of Interest (AOI)				
	erest (AOI) Area of Interest (AOI)	∭ ∢	Spoil Area Story Scot	The soil surveys that comprise your AOI were mapped at 1:15,800.
Soils		ə 8	Very Stony Spot	Warning: Soil Map may not be valid at this scale.
] }	soil Map Unit Polygons Soil Map Unit Lines	\$	Wet Spot	Enlargement of maps beyond the scale of mapping can cause
	Soil Map Unit Points	\triangleleft	Other	line placement. The maps do not show the small areas of
Special F	Special Point Features		Special Line Features	contrasting soils that could have been shown at a more detailed scale.
9	Blowout	Water Features	atures	-
8	Borrow Pit	<	Streams and Canals	Please fely on the bar scale on each map sheet for map measurements.
Ж	Clay Spot	Transportation	tation Rails	Source of Map: Natural Resources Conservation Service
0	Closed Depression	}	Interstate Highways	Web Soil Survey URL: Coordinate Svstem: Web Mercator (FPSG:3857)
*	Gravel Pit		US Routes	Mans from the Web Soil Survey are based on the Web Mercator
e #	Gravelly Spot	(Secular)	Maior Roads	projection, which preserves direction and shape but distorts
0	Landfill		Local Roads	distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more
«	Lava Flow	Background	ind	accurate calculations of distance or area are required.
S.	Marsh or swamp) []]	Aerial Photography	This product is generated from the USDA-NRCS certified data as
¢	Mine or Quarry			
0	Miscellaneous Water			oui survey Area: Lake county, Indiana Survey Area Data: Version 22, Sep 16, 2019
0	Perennial Water			Soil map units are labeled (as space allows) for map scales
>	Rock Outcrop			1:50,000 or larger.
+	Saline Spot			Date(s) aerial images were photographed: Dec 31, 2009—Oct 31. 2016
\$ * \$ \$	Sandy Spot			The orthonhoto or other hase man on which the soil lines were
Contraction of Contraction	Severely Eroded Spot			compiled and digitized probably differs from the background
\$	Sinkhole			imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
æ	Slide or Slip			
Ø	Sodic Spot			

USDA Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

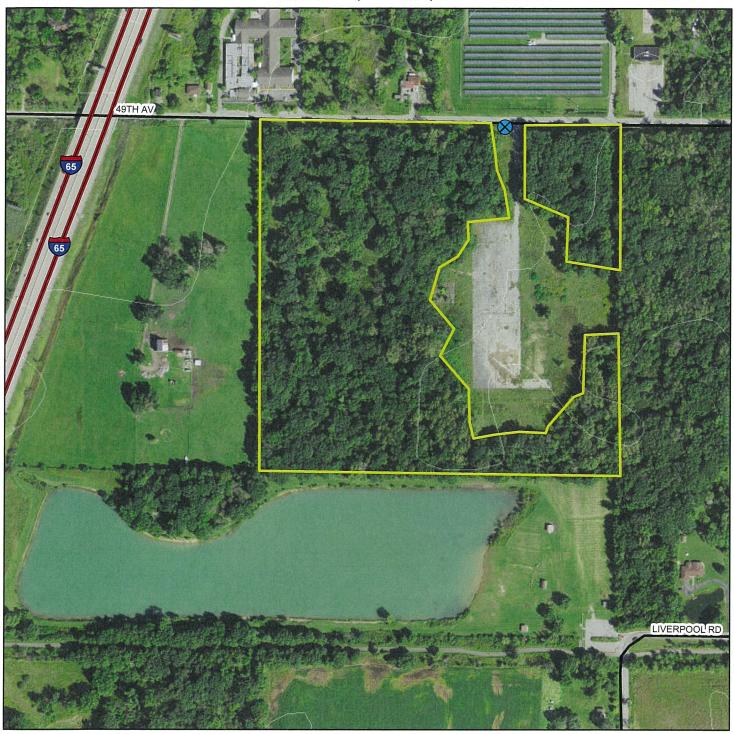
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Blount silt loam, Lake Michigan Lobe, 0 to 2 percent slopes	11.6	27.9%
Pc	Pewamo silty clay loam	30.0	72.1%
Totals for Area of Interest		41.6	100.0%

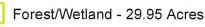


Lake County Lake County Hobart Township Section 35, T36N, R8W

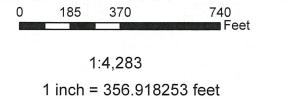
Prepared By: James Potthoff 1/29/2020







🚫 Entry Point





All Boundaries Are Approximated

(Original Map Scale)



STEWARDSHIP PLAN

Prepared for: Lake County Parks - c/o Craig Zandstra 8411 East Lincoln Highway Crown Point, IN 46307 219-945-0543 ext 234 craigz@lakecountyparks.com

Section 35, T36N, R8W, Hobart Township, Lake County, Indiana

40.02 Stewardship Acres



Land Types Woodland – 29.95 Acres Grassland – Wetland – Shrubland – Other – 10.07 Acres

<u>Mission Statement</u> The Indiana Department of Natural Resources Division of Forestry promotes and practices good stewardship of natural, recreational and cultural resources on Indiana's public and private forestlands. This stewardship produces continuing benefits, both tangible and intangible, for present and future generations. Prepared by: James Potthoff, District Forester 15508 W 700 N Medaryville, IN 47957 219-843-4827 jpotthoff@dnr.in.gov

> Date Prepared: 1/29/2020 Plan expires after 10 years

The stewardship goals for this property are:

- To preserve and enhance the unique natural characteristics found on this site, including restoring the oak savanna and wetlands present on the property
- To increase the quality and diversity of wildlife habitat present on site
- To provide low impact outdoor recreation for the general public

PROPERTY OVERVIEW

PROPERTY ACCESS AND FOREST ROADS & TRAILS: This property can be accessed from 49th Avenue via the paved entrance lane. The ungated entrance lane leads south to a large (2.3 acre) paved parking lot. There are no maintained trails or roads on site currently though there is an overgrown road that winds from the western side of the parking lot to 49th Avenue near the northwest corner of the property. This road is still passable by most vehicles though it is overgrown in places.

BOUNDARY MARKINGS: The northern border of this stand is marked by 49th Avenue. There is a chain link fence along the entire northern border except for the entrance lane. The eastern border is marked by intermittent sections of old wire fencing. There is also overhead power lines running south from the northeast corner of the property to the center of the eastern border. The southern and western borders are both marked by the tree line and old wire fencing that is somewhat dilapidated. See the map for more details.

A new Indiana law went into effect on July 1st of 2018 that may help you mark your property boundaries more efficiently to prevent trespassing. The "Purple Paint Law" is found in Indiana Code IC 35-43-2-2 and stipulates that appropriately applied purple paint can be used to mark your property with the same legal effect as using No Trespassing signs. You can find more information about this subject at

https://www.purdue.edu/fnr/extension/blog/2018/07/20/what-can-you-do-with-purple-paint/

TOPOGRAPHY AND SOILS: Generally speaking, this site is mostly flat with little change in elevation. That being said, the water table on this site is very close to the surface so the difference in elevation of only a few feet has a significant impact on what grows where. The higher areas tend to be drier while the lower areas hold water most, if not all, year long. Small forested wetlands are found across the site though they are located primarily on the southern half of the woods.

The only truly high ground on this site is a large pile of what appears to be spoil on the west side of the parking lot. This mound is roughly a ¼ acre in sized and about 20' tall. It is likely the spoil left over from the creation of the parking lot and banquet center in the past.

The lowest area on site is likely the site of the old banquet center on the eastern side of the parking lot. The banquet center was torn down years ago and the footings completely

removed. Currently, the entire area along with the southern portion of the parking lot is covered in water and dominated by a dense stand of phragmities.

The soils on this site consist of Blount silt loam and Pewamo silty clay loam. Both soils range from somewhat poorly drained to poorly drained with a water table between 0-24" deep. Ponding is frequent on the Pewamo soils which make up the southern 2/3rds of the site.

Overall, the soils on this site are well suited for growing trees though the water table is very close to the surface or at the surface in many places. Fortunately, the trees and other plants present on site are adapted to these conditions and appear to be growing well.

WATER RESOURCES: Forest and natural areas like this one are extremely good at filtering pollutants (fertilizers, pesticides, sediment, etc.) from flowing water. They also do a great job holding the soil in place along streams and on steep slopes. This prevents severe erosion and loss of your topsoil. By following basic Best Management Practices (BMP's), you can reduce the amount of pollutants and sediments entering nearby streams and rivers. BMPs are especially important during management operations utilizing heavy equipment. For more information on BMPs, go to www.DNR.in.gov\forestry.

PAST USE OF PROPERTY: This property likely consisted of a mix of oak/hickory savanna and wetlands prior to European settlement. By the mid to late 1800s, the area had been settled and this site was probably used as a cattle pasture judging by the fencing remnants on most of the borders. It appears that grazing ceased in the 1960s or 70s. Some minor dumping (appliances and miscellaneous garbage) was done during this period as well with some remnants still visible.

At some point around the 1970s, a banquet center and parking lot were constructed on site. Judging from the light poles and benches in the northwest quarter of the property, at least a portion of the site was managed as a park with large areas being mowed like a yard. The rest of the property appears to have been left to grow.

According to aerial photos, the banquet center was demolished at some point between 2013 and 2016. Since then, the site has been abandoned for all intents and purposes. The mowed area in the northwest corner has begun regenerating back to forest. Currently, there is an ever increasing amount of dumping (furniture, construction waste, mulch, etc.) occurring on the western side of the parking lot.

PREHISTORIC & HISTORIC FEATURES: Most land parcels within the State of Indiana may be environmentally suitable to contain archaeological deposits but have not been investigated in order to verify the presence or absence of cultural deposits. Indiana Code 14-21-1 provides protection to archaeological sites and cemeteries on both private and public land by prohibiting digging anywhere with the intent to recover artifacts and disturbing the ground within 100 ft. of a cemetery without an approved plan from the IDNR – Division of Historic Preservation and Archaeology. In addition, if archaeological artifacts (an object made or modified prior to 1870), features (non-portable evidence of human occupations, such as a well), or human remains are uncovered during ground disturbing activities, state law requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. Landowners who need to report archaeological sites or who are interested in learning more about cultural

sites should contact the Division of Historic Preservation and Archaeology at 402 W. Washington St., Rm. W274, Indianapolis, IN 46204, 317-232-1646, <u>dhpa@dnr.in.gov</u>, or at <u>http://www.in.gov/dnr/historic/index.htm.</u>

UNIQUE ANIMALS, PLANTS, & HABITATS: The DNR Natural Heritage Data Center is a program designed to tract Indiana's special plants, animals, and natural communities. It was contacted on the date this plan was written and a species was noted.

Northern Leopard Frog – Rana pipiens – This frog was a species of special concern in Indiana until 2018 when it was removed from the list due to significant increases in the population across the northern part of the state. More information can be found at <u>https://www.in.gov/dnr/fishwild/3335.htm</u>

There were no other recorded rare plants, wildlife, or unique communities on or in the immediate vicinity of this property. This does not eliminate the possibility of species of concern existing on your property. Often, features on private lands, in particular, are missing from the database. You can find more information on this subject at the Division of Nature Preserves' website: http://www.in.gov/dnr/naturepreserve/4725.htm

WILDLIFE RESOURCES: This property provides shelter and food for many types of wildlife. Species including white-tailed deer, raccoon, opossum, squirrel, waterfowl, snakes, amphibians and numerous others can be found on this site. The various habitat types present provide excellent sources of hard and soft mast, shelter and water for these creatures.

EXOTIC AND INVASIVE SPECIES CONCERNS: This site contains a number of invasive exotic species including bush honeysuckle, autumn olive, multiflora rose, oriental bittersweet, common buckthorn, glossy buckthorn, Siberian elm, teasel and phragmities. Overall, less than 20% of the site is currently infested though some areas are more problematic than others.

The bush honeysuckle is located primarily along the forest edges and is also scattered throughout the woods. It has not yet formed the dense thickets it is known for though that will happen soon if left untreated.

The autumn olive is found primarily along the northern half of the western border where the canopy is more open and there is ample sunlight. There are also a few shrubs on the east side of the old banquet center and around the parking lot.

The multiflora rose is found scattered throughout the woods and along the edges of the forest. It is most dense on the edges where there is ample sunlight.

The bittersweet is found primarily on the edges of the property. Most of the vines are currently fairly small and less than a half inch in diameter. However, there are a number of large vines located along the eastern border at the south end of the power line right-of-way.

The buckthorn is scattered sporadically throughout the woods is fairly low numbers. They have yet to form dense clumps of large shrubs.

The Siberian elm is found on the spoil pile on the west side of the parking lot. Most of the trees are sapling size though a few are approaching post size.

The teasel is located in the clearing on the east side of the old banquet center. This area was previously mowed. Since then, teasel has taken over a relatively small but growing area.

The phragmities is found primarily in the area that once held the banquet center. This area contains a dense stand of solid phragmities that spreads out into the portions of the parking lot that have standing water. There are also two other small infestations of phragmities found in the southeast and southwest corners of the property.

PROPERTY SETTING AND REGIONAL CONSERVATION CONCERNS: Urban sprawl is reducing tracts to unmanageable sizes. The sprawl introduces non-native species that are often invasive and crowd out native plants and animals. In addition, the increased roof and road area increase runoff in the short term and reduce water flow during dry periods. At the same time increased flow of polluted runoff from roads and parking areas is increased and the buffering of the water channels by vegetation is reduced.

This property can act as a link between other forested and natural tracts in the area owned by various governmental and non-governmental agencies including the City of Hobart, Shirley Heinze Land Trust Inc, Lake County Parks and Recreation, Indiana Department of Natural Resources and Indiana Dunes National Park.

AREA DESCRIPTION AND MANAGEMENT RECOMMENDATIONS

RESOURCE DESCRIPTION:

Forest/Wetland – 29.95 Acres: This stand is composed of bur oak, white oak, red oak, pin oak, shagbark hickory, black cherry, black walnut, mulberry, elm, silver maple, cottonwood, hazelnut, silky dogwood, white pine, eastern red cedar, ash and other assorted species. There is a small amount of wild grapevine scattered in the woods.

The overstory of this stand contains very large, open grown oaks (mostly bur and white with lesser amounts of red oak) that are consistently over 30" diameter at breast height (dbh) though a handful are well over 40" dbh. Also present in the overstory are large cottonwood that have become established in the wettest areas. A few scattered white pine are also present on the edges though these trees were almost definitely planted in the past.

The upper midstory is composed of small and medium saw log sized bur oak, white oak, red oak, shagbark hickory, pin oak and silver maple. These trees range in size from 16-24" dbh though most are less than 20" dbh. This generation of trees appears to have become established on this site after grazing ceased 50-60 years ago.

The lower midstory has a mix of post and pole sized trees dominated by shagbark hickory, black cherry and silver maple with lesser amounts of oak, elm, mulberry and a few scattered black walnut. At this age class, the shade tolerant species are becoming more prevalent while shade intolerant species, like oak, are declining as the canopy becomes denser.

The understory contains a mix of seedling and sapling sized shagbark hickory, bur oak, white oak, red oak, dogwood, black walnut and ash along with hazelnut, raspberry, blackberry and various native sedges on the forest floor. Also present are various invasive shrubs including bush honeysuckle, autumn olive, multiflora rose, common buckthorn and glossy buckthorn.

The large oaks in the overstory of this stand are open grown and have many large lower branches. These characteristics are the result of growing with little to no competition for sunlight from other trees. Historically, trees with these features were present in oak/hickory savannas that were maintained by periodic fire that would kill most new young trees. Since European settlement, however, fire was suppressed and these savannas were kept open by cattle grazing since the ground proved unsuitable for farming once cleared.

The rest of the trees in this stand, from the upper midstory to the forest floor, tend to be tall and straight with few lower branches. Even the large cottonwood and handful of white pine in the overstory share these features. These characteristics are the result of trees competing heavily with each other for resources, especially sunlight. The competition for sunlight forced the trees to drop lower branches and grow straight towards the available light. The removal of the cattle grazing from this site 50-60 years ago allowed these trees to germinate and grow resulting in the dense stand of forest present today.

This stand is currently overstocked. A typical oak savanna has a basal area (BA) of 20-50 square feet though that can vary greatly depending on management goals. The current basal area of this stand is generally around 90-110 sqft. The relatively high density of this stand is the result of the lack of disturbance (fire or grazing) on this site over the last 50-60 years. Without disturbance, trees and other woody vegetation were allowed to regenerate during that time in all areas with the exception of places that were mowed. The lack of periodic disturbance on this site has changed this oak savanna into an oak dominated forest.

The wetlands on this site were also much more open in the past. With a much less dense forest canopy on site, the small areas that hold water across the property would be used by many different types of migratory waterfowl. Most waterfowl avoid small water bodies that are heavily forested since it makes landing and especially taking off, impossible. This stand is so dense that even wood ducks, which thrive in forested wetlands, cannot utilize the water features.

Remaining Acreage – 10.07 Acres: This area is dominated by the large paved parking lot, the area the banquet center was located and the area around the structures that was mowed. The parking lot is still paved though various herbaceous plants have begun growing in the cracks. The south side of the parking lot is poorly drained and holds water most of the year.

The site of the banquet center is currently dominated by a dense stand of phragmities. The phragmities is spreading into the south side of the parking lot and into the woodland to the east.

The spoil pile on the west side of the parking lot is covered in a mix of invasive species including Siberian elm, multiflora rose and autumn olive along with various other species common to disturbed sites.

The clearing on the east side of the parking lot was once mowed like a yard. Since mowing has ceased, the site has begun to naturally regenerate back to forest. Numerous hardwood seedlings are present including oak and hickory among others. Teasel has also become established in this area along with autumn olive though the populations remain fairly low.

DESIRED FUTURE CONDITION:

The desired future condition is to restore this site to an oak savanna with associated wetlands for the benefit of increasing the quality of wildlife habitat and outdoor recreation by the general public.

ACTIVITIES TO ACHIEVE DESIRED FUTURE CONDITION:

Acquisition of the Site: Prior to any work being done, the property itself will need to be acquired. Various partners are working together to procure this site with various funding mechanisms.

Secure the Site: This site is currently being used as a dumping ground for old furniture, construction materials and mulch among other things. Placing a gate of some type at the entrance will control access to the site prevent the vast majority of these issues from happening in the future.

Mark Boundaries: The borders of this site are currently marked by old wire fencing that is intermittent in places along with the associated tree line. Marking the borders with signage or purple paint will ensure trespass issues can be dealt with much more easily in the future.

Remove Trash/Dumped Materials: Once the site has been secured, the removal of the existing trash and dumped materials near the parking lot should be completed. At the same time, the scattered trash and dumped materials in the woods, mostly old appliances, should be removed.

Remove Parking Lot: The parking lot for the former banquet center will be removed. The land will be converted back to some type of native habitat.

Invasive Exotic Removal: This stand contains a moderate and growing population of numerous invasive exotic species. Removing them from the site will help ensure the long term health and viability of the property.

I would prioritize the treatment of the oriental bittersweet above the other invasive exotics since there is a relatively small population currently and it has a tendency to spread rapidly. Once it has been dealt with, follow up with the remaining species.

Removing exotics from any property is extremely time consuming and labor intensive. Usually, the best strategy in removing the exotics is to first prevent them from infesting areas where they aren't present now. These areas will be the "front line" of the removal process. Preventing them from taking the property completely over is the first step in controlling the exotics.

After you've established a "beach head" or "front line", start methodically removing exotics from a single area adjacent to it. Take it one acre at a time and systematically remove any exotics present from one end of your property to the other. Some areas may be harder than others but continue the process as needed.

The last step in removing exotics is to monitor areas you have already treated. It is highly likely that these exotics will come back to the site. Removing them while they are small is much easier and cheaper than waiting until it becomes an infestation.

Removing exotics in this way makes it easier to do and also allows you to look back on the progress you have made. Exotics are capable of replacing this forest but with some work and time, this forest will be here well into the future.

It is extremely important that the exotics are removed from this site **BEFORE** any thinning of the canopy is done. Otherwise, the increased sunlight in the understory will promote the spread of the exotics, making it even more difficult to remove them from the site.

Using a combination of techniques to remove exotics, called Integrated Pest Management, usually provides the best results. There are a number of different ways to remove exotics, including cutting (mechanical), spraying (chemical) and releasing predators (biological). Each one of these "tools" should be evaluated and the method(s) that best suits the site and situation should be used. This is especially true on this site since the large number of invasive exotic species will necessitate a wide variety of treatment methods.

Savanna Restoration: Since the removal of cattle from this site 50-60 years ago, the oak savanna that was once present on this property has transitioned into a dense oak/hickory forest. In order to restore the savanna, the forest density will need to be reduced dramatically. Depending on the specific area, basal area will need to be reduced by 50% or more when compared to current conditions. As stated above, the basal area of savannas can range from 20-50 square feet of basal area.

The overall goal of this density reduction will be to retain the large, open grown oaks across the site along with a good number of oak and hickory in the upper midstory. Most of the trees that will be removed will be species not typically associated with savannas including cottonwood, black cherry, mulberry, elm and silver maple. Both oak and hickory will also need to be removed in places since they make up a large portion of the trees on site.

Wetland Restoration: The wetlands on this site will need a complete restoration. The area of the old banquet center and the southern half of the parking lot will need extensive restoration as they have been severely impacted. A detailed plan by experts in wetland restoration will be needed.

The smaller wetlands on the rest of the property, however, will require less work. Most of these areas are just overgrown with wet site tree species including pin oak, silver maple, cottonwood and silky dogwood among others. Thinning the trees around these wetlands will make these small pockets of open water available to a variety of waterfowl and other animals. Removal should focus on species with little value to wildlife including cottonwood, elm and silky dogwood. Species like pin oak and other mast producing species should be retained where possible for wildlife food.

In the case of storm, fire, pest outbreak, or other widespread damage, consult with your forester to adjust management activities and recommendations to put the property back on track to meet goals.

CONTACTS

Wildlife biologist can help refine plans and provide detailed guidance where needed for specific wildlife issues and habitats of interest. You can reach the District Biologist for your county, Mike Mycroft at 765-320-0516.

AREA NAME or NUMBER	PROJECT DESCRIPTION	ACRES	Importance
			· · · · · · · · · · · · · · · · · · ·
Whole Site	Acquire Property	40.02	Required
Whole Site	Secure Site/Remove Trash/Mark	40.02	High
	Borders/Remove Parking Lot		
Whole Site	Invasive Exotic Removal	40.02	High
Forest	Savanna Restoration	29.95	Medium
Wetland	Wetland Restoration	10-15	Medium
	Whole Site Whole Site Forest	Whole SiteSecure Site/Remove Trash/Mark Borders/Remove Parking LotWhole SiteInvasive Exotic Removal Savanna Restoration	Whole SiteSecure Site/Remove Trash/Mark40.02Borders/Remove Parking LotBorders/Removal40.02Whole SiteInvasive Exotic Removal40.02ForestSavanna Restoration29.95

MANAGEMENT PROJECT SUMMARY

ADDITIONAL RESOURCES:

The links listed below will provide more detailed information about subjects listed in this plan.

- Bush Honeysuckle Fact Sheet IPSAWG
 - o www.in.gov/dnr/files/Bush Honeysuckle.pdf
- Autumn Olive Fact Sheet IPSAWG
 - o www.in.gov/dnr/files/Autumn Olive.pdf
- Phragmities Fact Sheet IPSAWG
 - www.in.gov/dnr/files/Phragmites.pdf
- Oriental Bittersweet Fact Sheet IPSAWG
 - www.in.gov/dnr/files/Oriental Bittersweet.pdf
- Glossy Buckthorn Fact Sheet IPSAWG
 - www.in.gov/dnr/files/glossy_buckthorn_factsheet.pdf
- Multiflora Rose Fact Sheet NPS
 - https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_018028.pdf
- Siberian Elm Control USDA
 - http://www.na.fs.fed.us/fhp/invasive_plants/weeds/siberian-elm.pdf
- Why Should I Care About Invasive Plants? Booklet
 - o http://bugwoodcloud.org/mura/mipn/assets/File/InvasivesBrochure.pdf
- Midwest Invasive Plant Network Control Database
 - o http://mipncontroldatabase.wisc.edu/

ACKNOWLEDGEMENTS

I have reviewed the attached Stewardship Plan and agree with its recommendations for reaching my management objectives. I also agree to follow this plan as written, unless circumstances arise that amendments need to be made. The administrating State District Forester must agree upon any amendments in the plan.

Landowner's Name: Lake County Parks

County: Lake County

Landowner's Acceptance:
Date Signed: Z Z Z.z
District Forester:
(Signature) Date Signed: 1/29/2020
Please sign this page and return it to:

<u>Please sign this page and return it to:</u> James Potthoff, District Forester 15508 W 700 N Medaryville, IN 47957

Scanned/emailed copies are acceptable.