



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Benton Township Senior Citizens Building
April 29, 2015
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval of April 15, 2015 Board Meeting Minutes (PD)
- III. Manager's Report (AC)
 - A. Small Barge: Update
 - A. Review of John Deere Excavator: Bided by West Side Tractor
 - B. Invitation to Bid: Excavator
 - B. Freeholder Survey: Review
 - A. Addendum to Professional Services Agreement: Eppley Institute
 - C. Sediment Weir Feasibility Study Grant: Discussion
 - D. Award Bid/Contract for DNR LARE Vegetation Grant
 - E. May 2nd Volunteer Day – Riddle Point Park
 - A. Bath House Plumbing Repairs – Quotes (tentative)
- IV. Public Comment (PD)
- V. New Business / Correspondence for Future Agenda (PD)
 - A. Next Board Meeting: May 20, 2015
- VI. Adjournment (PD)



Lake Lemon Conservancy District

MONTHLY MEETING Benton Township Senior Citizens Building 6:00 PM

Date: April 29, 2015

| Name | Lake Address | District |
|----------------------|---------------------------|-------------|
| Dearborn | 4161 Chitwood | 7 |
| Tina Thrasher | Chanel Drive | 7 |
| TOM Diehl | 4162 Chanel / 4117 Chanel | 7 |
| Barry Wesnidge | 4186 Chanel Rd. | 7 |
| Ann Wroblewski | 6486 Southshore Dr | 7 |
| Vince Britt | ↓ | 7 |
| SCOTT ADAMSON | 4184 WALKER LN. | LAKE PERSON |
| Tim Roth | 4123 WATSON RD | 7 |
| Gidget Roth | 4123 WATSON RD | 7 |
| Ron Thrasher | 4204 Chanel Rd | LAKE PERSON |
| Randy & Marcel Duben | 7667 N. John Young Rd | 1 |
| BOB CLARK | 4221 CHITWOOD | 7 |
| Cheri Winnenauer | 4385 Watson Rd | 7 |
| Barbara Ritz | 7750 Wildwood Dr. | 2 |
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**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Citizen's Building
April 29, 2015**

The April 29, 2015 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Citizen's Building and was called to order by Chairman Pam Dugan at 6:00 p.m.

BOARD MEMBERS PRESENT: Pam Dugan, Sue Miller, Marty Mann, John Schell, and Mike Blackwell. ALSO PRESENT: Adam Casey, Manager; James Van Tassel, Lake Biologist; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Lance Eberle, Director; Dennis Friesel, Director

I. Opening Comments (Dugan)

- a. Dugan welcomed the Freeholders and thanked them for attending the meeting.

II. Approval of April 15, 2015 Board Meeting Minutes (Dugan)

SCHELL MOTIONED TO APPROVE THE APRIL 15, 2015 MEETING MINUTES. BLACKWELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Manager's Report (Casey)

- a. Freeholder Survey: Review
 - i. Addendum to Professional Services Agreement: Eppley Institute
 - 1. This addendum is to extend the length of the contract and has no associated fee changes.

MILLER MOTIONED TO APPROVE THE ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT: EPPLEY INSTITUTE. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- ii. Casey commented the survey is in Final Draft form and in order to keep up with the deadlines outlined in the contract and addendum, he is requesting permission for Staff to proceed forward and to make small changes based on feedback from the survey poll committee, the Eppley Institute, and LLCD Board of Directors.

- iii. Barbara Ritter, Freeholder II, asked about the boat fee increase and the consumer pricing index.
 - 1. The survey explains the consumer pricing index and the ability to increase boat fees prior to any associated questions.
 - iv. Dugan would like to see the Special Benefits Tax defined in the survey.
 - v. Mann commented he would like to see opportunities such as web casting, use of Cemetery Island, and other revenue generating ideas.
 - vi. Several revenue generation options are listed in the survey, however staff will discuss ideas listed above with the Eppley Institute moving forward with the survey.
- b. Sediment Weir Feasibility Study Grant: Discussion
- i. Casey stated the DSG and Board have previously discussed the sediment weir at possum trot. The grant is for a feasibility study which would detail environmental impacts, licensing/permitting, preliminary engineering designs, and preliminary construction designs. The cost of the feasibility study and the subsequent implementation costs, make this study impractical for the LLCD at this time. The LLCD can more effectively maintain and remove sediment from the mouth of possum trot creek by water with our mechanical dredge.
 - ii. The board has previously accepted this grant, and Casey seeks a motion to decline the use of the DNR-LARE Possom Trot Weir Feasibility Study Grant.

MANN MOTIONED TO DECLINE THE USE OF THE DNR-LARE POSSOM TROT WEIR FEASIBILITY GRANT. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- c. Award Bid/Contract for DNR LARE Vegetation Grant

- i. The LLCD received \$5,000.00 from DNR LARE for the treatment of Eurasian Watermilfoil in the 2015 season.
- ii. The LLCD solicited bids to three vendors, and received one bid in return from Aquatic Control, Inc., our current applicator under contract.

MILLER MOTIONED TO AWARD THE BID/CONTRACT TO AQUATIC CONTROL, INC FOR THE TREATMENT OF EURASIAN WATERMILFOIL. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

d. May 2nd Volunteer Day – Riddle Point Park

- i. Volunteer day is scheduled for Saturday, May 2nd at 10:00 AM at Riddle Point Park.
- ii. Work will include power washing, painting, cleaning, demolition, tree cutting, etc.
- iii. Tina Thrasher, Freeholder VII, asked if an email has been sent out to the volunteers.
 - 1. An email had not been sent out. Thrasher offered to contact the volunteers.
- iv. Staff reviewed ADA regulations with the CBU attorney responsible for ADA requirements and found the LLCD is not triggering ADA compliance issues given the scope of work to update the bath house to full ADA compliance.
- v. Staff has discussed placing an ADA port-o-let in the park for those who need full access and also have early plans to add railings and other accessibility accommodations to the bath house.
- vi. Three quotes were received from Paul Young Plumbing, Mann Plumbing, and Dunham Plumbing. Young Plumbing is the company the LLCD currently uses for their plumbing needs. Young Plumbing's quote was the cheapest at an estimated cost between \$5,835.86 to \$6,235.86. This quote includes new toilets, sinks, and plumbing throughout the bath house.

SCHELL MOTIONED TO AWARD THE BID TO PAUL YOUNG PLUMBING WITH TOTAL COST NOT TO EXCEED \$6,500.00. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

e. Small Barge: Update

- i. Casey commented the small barge design/build has been a difficult process with many setbacks. Staff does not want to drag this process out any further, however after review with several barge builders we do not feel confident in the design. One barge builder was quoted in saying there was not enough safety buffer in the design and another stated the design would simply not work.
- ii. Casey feels uncomfortable with the design and has asked the Board to allow him till the May 20, 2015 Board Meeting to seek designers and/or builders who would be willing to put the entire package together based on our specific needs. Casey stated he does not want to drag this on, however the barge needs to be built/designed by a professional.
- iii. Warthan commented the smaller the machine the more difficult it can be to properly dig the channel. Additionally, it will take much longer to dredge a channel with a small machine. A 30,000 lb machine can handle up to a one cubic yard bucket. If feasible, a machine of this size would be preferred.
- iv. Mann commented safety is his main concern. The barge build needs to be designed and integrated by a professional to ensure a safe dredging operation.
- v. Tom Diehl, Freeholder VII, asked if the spuds add any stability.
 1. Any added stability is small and affected by substrate and location.
- vi. Tina Thrasher, Freeholder VII, commented there is nothing in writing and no guarantee on the current barge design. The

DSG needs to hire someone qualified to continue with the barge build.

vii. Barbara Ritter, Freeholder II, commented Dick Payne knows the lake and should be consulted.

viii. Ron Thrasher, Freeholder VII, asked if staff can't find someone to design the barge, would you build the 16' x 56' barge designed by Payne.

1. An engineer/designer needs to be consulted first.

ix. Vince Britt, Freeholder VII, asked if we would be open to a smaller excavator.

x. Mann stated we need to build the biggest barge that will fit properly in all the areas around the lake and then put the largest excavator that can properly operate on the barge.

xi. Tina Thrasher, Freeholder VII, recommended the Board leave the \$100,000.00 in the checking account for the future purchase of a small barge rather than depositing it back into a certificate of deposit.

xii. Blackwell commented there are quotes and options on leasing an excavator. This is something the board should still consider moving forward.

IV. Public Comment (Dugan)

a. Freeholder commented North Shore Dr. and Low Gap Rd. are in disrepair.

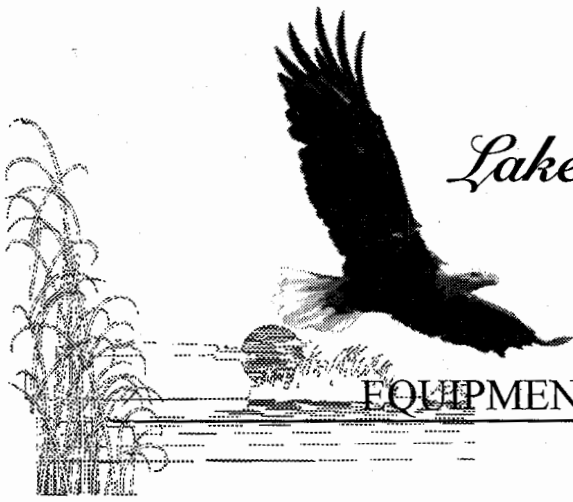
i. Miller commented they have finished patching Low Gap.

V. New Business / Correspondence for Future Agenda (Dugan)

a. Next Board Meeting: May 20, 2015

VI. Adjournment (Dugan)

SCHELL MOTIONED TO ADJOURN THE APRIL 29, 2015 BOARD MEETING. BLACKWELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:00 PM.



Lake Lemon Conservancy District

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT is entered into this 29th day of April 2015, by and among West Side Tractor Sales, ("West Side"), and Lake Lemon Conservancy District, ("LLCD").

WHEREAS, the Lake Lemon Conservancy District is a duly authorized and existing entity by virtue of I.C. 14-33 *et seq*;

WHEREAS, the LLCD manages and operates property owned by the City of Bloomington known as Lake Lemon located in Monroe County and Brown County, Indiana;

WHEREAS, LLCD desires now to set forth the terms and conditions of the purchase of a Excavator from West Side as set forth specifically below:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and consideration which the parties agree is sufficient, LLCD and West Side hereby agree:

1. Sale and Purchase of Equipment. West Side agrees to sell to LLCD, free from all liabilities and encumbrances and LLCD agrees to purchase the 2008 John Deere 120D Excavator Serial Number: FF120DX037029 ("Excavator"), subject to the terms and conditions of this Agreement.

2. Purchase Price, Delivery Charges, and Manner of Payment.

The total purchase price for the Excavator shall be One Hundred Ten Thousand Nine Hundred and 00/100 (\$110,900.00) (hereinafter referred to as "Purchase Price") at Closing.

3. Date of Delivery. West Side will be responsible for the delivery of Excavator. Excavator shall be delivered by June 3rd, 2015 after signing of purchase agreement

4. Closing. The Closing shall take place on or before June 18th, 2015 at such time and place which is mutually acceptable to the parties ("Closing Date").

5. Assumption of Liabilities. LLCD has not agreed to assume or agreed to pay, discharge or perform any liabilities, contracts, and obligations of West Side except as expressly agreed as a part of this transaction.

7599 North Tunnel Road, Unionville, IN 47468

Phone 812/334-0233 • Fax 812/335-0038

6. Inspection of Assets. The Excavator shall be available for inspection by the LLCD prior to delivery by West Side. The parties agree and understand that Seller is selling the excavator in its "as is" condition and makes no warranty herein.
7. Representations and Warranties of Parties. The parties make the following representations and warranties in conjunction with this transaction:
- a. Each party has the power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and consummation of the transactions provided for herein will be binding upon execution.
 - b. West Side shall pay all taxes, if any, which are due and owing, using currently, assessed rates up to the date of closing.
 - c. West Side is the owner of and will deliver to LLCD good and marketable title to the Excavator free from all security interests, liens and encumbrances and will execute Bills of Sale and any other transfer document necessary to convey and grant ownership of the Excavator to LLCD.
 - d. West Side has not entered into any other contract to sell the Excavator or any portion thereof.
 - e. All representations and warranties of the parties shall survive the closing and transfer of the Excavator contemplated hereunder.
8. Waiver of Breach. Failure of either party to exercise any right under this Agreement shall not be construed as a waiver of any breach by the party nor shall it prevent either party from enforcing strict compliance with any and all terms of this Agreement.
- u
9. Default and Remedies. A party who breaches the terms and conditions of this Agreement shall be responsible for the attorney fees, costs, and expenses incurred by a non-breaching party to enforce the terms and conditions of this Agreement.
10. Survival. All representations, covenants, and warranties made by West Side shall survive the Closing and Date of Delivery.
11. Notice and Payment Address. All payments to West Side and any notice which may be required to be given by either party to the other hereunder shall be in writing and shall be sent by United States, postage prepaid, at the following addresses:

If to West Side: West Side Tractor Sales
Attn: Brian Taylor
2170 S. Yost Avenue
Bloomington, IN 47403

If to LLCD: Lake Lemon Conservancy District
Attn: Adam Casey
7599 North Tunnel Road
Unionville, Indiana 47468

12. Miscellaneous.

- a. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- b. This Agreement shall be governed by, and construed in accordance with; the laws of the State of Indiana and any dispute shall be heard in the Monroe Circuit Courts in Bloomington, Indiana.
- c. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.
- d. This Agreement may be executed in multiple counterparts, each of which shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement as of the date next to their signature.

SELLER:

Date: April 29, 2015

West Side Tractor Sales (Brian Taylor)

BUYER:

LAKE LEMON CONSERVANCY DISTRICT

Date: April 29, 2015

By: _____
Its: _____

INVITATION TO BID

Lake Lemon Conservancy District Purchase of Excavator and Attachments

I. Objective

The Lake Lemon Conservancy District ("LLCD") seeks to purchase the following equipment for use in the care and maintenance of Lake Lemon: A New or Used Excavator.

II. Schedule

| | |
|-----------------------------|---|
| Invitation to Bid issued | May 6, 2015 |
| Due date for bids | May 19, 2015 at 4:00 p.m. |
| Bid opening | May 20, 2015 at 6:00 p.m. |
| Evaluation of Equipment | Complete by June 3, 2015 |
| Award of Contract | June 20, 2015 |
| Contract/Purchase Agreement | June 26, 2015 |
| Equipment delivered | July 3, 2015 |
| Payment by LLCD | 80% of price paid on contract (Purchase Agreement) execution date 20% of price paid within 15 days after delivery of equipment |

III. Specifications

- A. Equipment: LLCD seeks to purchase a new or used Excavator and certain attachments. The specifications for the Excavator and Attachments are set forth on Attachment A hereto. Bidders may offer equipment of an equivalent (but not inferior) make, brand, or model to the makes, brands, and models listed in LLCD's specifications in Attachment A; provided, however, that any such Bidder who offers equivalent equipment must comply with the requirements set forth in part IV.A.5. below.
- B. Delivery: Bidders must deliver equipment to Lake Lemon. Equipment must be delivered by July 3, 2015. Bidders to pay cost of delivery.
- C. Alternate, aggregate price: Bidders may (but are not required to) offer an alternate, aggregate price if the Excavator and Attachments are purchased as a complete package (see Attachment B). Preference may be given to bidders who can supply and deliver the Excavator and Attachments as a complete package.

IV. Bid Instructions

Preference may be given to bidders who can supply Excavator and all attachments as a complete package.

2. The Bidder shall complete Attachment C, "Affidavit of Non-Collusion," and submit with bid.
3. The Bidder shall submit at least one photograph or other visual depiction of the equipment offered. Other helpful materials could include a written description of the equipment, advertisements of the equipment, a copy of the title to the equipment, an operating manual, and/or maintenance records.
4. Failure to provide any of the required items listed under Part IV.A. above will render the Bidder's bid invalid.
5. LLCDC reserves the right to amend or supplement this Invitation to Bid, giving equal information and cooperation to all bid invitation recipients.
6. Bids must be signed by an agent of the bidding company who is authorized to enter into contracts on the company's behalf. Sealed bids will be accepted by the LLCDC District Manager, 7599 North Tunnel Road, Unionville, Indiana 47468 until May 19, 2015 at 4:00 p.m. Bids should be addressed to the attention of Adam Casey, District Manager, and marked "Excavator Bid." Bids not received prior to the deadline will be considered non-responsive and will be returned unopened to the Bidder. On May 20, 2015 at 6:00 p.m., all bids will be opened and read aloud in the order of their receipt during LLCDC's Board Meeting at the Benton Township Senior Citizens Building, 7616 E. State Road 45, Unionville, IN 47468. Questions and inquiries shall be submitted in writing and addressed to Adam Casey, District Manager, 7599 North Tunnel Road, Unionville, Indiana 47468; telephone 812-334-0233; fax 812-335-0038.

V. Bidder Responsibilities

- A. Bidder shall furnish all necessary personnel, materials, equipment, and facilities necessary to deliver the equipment to Lake Lemon by July 3, 2015.
- B. Bidder shall operate in accordance with all applicable local, state, and federal laws, rules, regulations, ordinances, and guidelines.
- C. Bidder shall indemnify, defend and hold harmless LLCDC and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from the use and delivery of the equipment prior to the moment when Bidder delivers possession of the equipment to LLCDC on Lake Lemon and such equipment is accepted by LLCDC. Bidder's obligation to indemnify, defend, and hold harmless

- G. The successful bidder or bidders shall grant LLCD a warranty on all equipment for sixty (60) days following the delivery date. The warranty shall protect LLCD against the failure of any major component part of the equipment during the sixty-day life of the warranty.
- H. LLCD shall pay to any successful bidder eighty percent (80%) of the contract price on Contract (Purchase Agreement) Execution date on June 26, 2015. LLCD shall pay the remaining twenty percent (20%) of the contract price within fifteen (15) days of the date of delivery. However, if any piece of equipment shall fail within this sixty-day warranty period, LLCD reserves the following rights: (1) to reject the defective equipment and to void the contract, in whole or in part, as it pertains to the defective equipment, or (2) to accept the equipment but withhold from any payment (or remaining payment) due to the bidder an amount equal to the cost of any and all repairs necessary to cure the defect.
- I. Questions or explanations desired by a Bidder shall be submitted in writing, and if explanations are necessary, a reply shall be made in writing, a copy of which will be forwarded to each bidder. Questions shall be submitted to the District Manager, Adam Casey, 7599 North Tunnel Road, Unionville, Indiana 47468, or by fax at 812-335-0038.
- J. Notwithstanding any other provision of this Invitation to Bid or the resulting contract, if tax assessments or other funds for the purchase of the equipment or for the continued fulfillment by LLCD of this Invitation to Bid or the resulting contract are at any time (prior to the final payment on July 17, 2015) not forthcoming or insufficient through failure of any entity to appropriate said tax assessments or funds, then LLCD shall have the right to terminate this Invitation to Bid and/or the resulting contract without penalty by giving written notice documenting the lack of funding, in which instance, unless otherwise agreed by the parties, this Invitation to Bid and/or the resulting contract shall terminate and become null and void.
- K. If the bidder fails to perform according to this Invitation to Bid or the resulting contract, then such shall constitute a material breach.
- L. In the event that the bidder fails to perform according to this Invitation to Bid or the resulting contract, the laws governing the State of Indiana shall prevail. Any dispute between the parties hereunder shall be brought only in a court of competent jurisdiction in Monroe County, Indiana. In any such dispute, LLCD may recover from Bidder any attorney fees or court costs it incurs in enforcing its rights under this Invitation to Bid or the resulting contract.
- M. No waiver of full performance by either party shall be construed, or operate as a waiver of any subsequent default or breach of any of the terms, covenants, and conditions of this Invitation to Bid or the resulting contract and shall not affect the right of LLCD to enforce the same. The payment or acceptance of compensation for

Attachment A

Specifications

New/ Used Excavator

- John Deere 130 G, Caterpillar 312 series, or like machine
- The excavator shall have a removable counter-weight
- The excavator operating weight, with full fuel tank and 175 lb. operator, not to exceed 30,000 pounds with counter-weight removed
- Maximum digging depth not to be less than 15'
- Maximum reach not to be less than 20' at ground level
- Minimum dumping height not to be less than 15'
- Lift Capacity at 15', over front and side, not to be less than 4,000 lbs.
- Air conditioning
- Bio-degradable oil in excavator hydraulic system
- Attachments to be included
 - One (1) hydraulic quick coupler
 - One (1) mechanical or hydraulic thumb attachment
 - One (1) 60" wide, ~ one yard capacity, excavation bucket with teeth
 - One (1) 60" wide, ~ one yard capacity, smooth lip ditching bucket

Used Excavator

- The used excavator will be no older than a 2005 model
- The excavator shall have no more than 4000 hours

Attachment B

Bid Page

1. Bidder must bid pieces of equipment separately (individually).

| ITEM | PRICE |
|---|--------------|
| Excavator | \$ _____ |
| Hydraulic Quick Coupler | \$ _____ |
| Mechanical or Hydraulic thumb attachment (please specify) | \$ _____ |
| 60", 1 yard steel excavation bucket with teeth & pins | \$ _____ |
| 60", 1 yard steel smooth lip bucket with no teeth | \$ _____ |

2. Bidder may (but is not required to) list an alternate, aggregate price if all pieces of equipment are purchased as a complete package. Preference may be given to bidders who can supply and deliver all pieces of equipment as a complete package.

| ITEM | PRICE |
|--|--------------|
| Excavator; Hydraulic Quick Coupler Thumb Attachment 60" wide steel bucket with teeth; 60" wide steel bucket with no teeth. | \$ _____ |

3. Bidder may (but is not required to) list any comments or clarifications to its bid here or by attaching a separate page.

Bids are considered in effect for **forty five (45)** days after bid-opening date.

Company Name (if applicable)

Authorized Signature

Attachment C

Non-collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he or 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 affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly sworn, deposes and says that
he/she is a _____ (Title) of the above _____
_____ (Name of Organization) and that the statements contained
in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires:_____

(Notary Public)

County of Residence: _____

Lake Lemon Freeholder Survey Project Plan

Project Summary

| | |
|---|--|
| Start Date: | End Date: |
| 1/15/2015 | 6/30/2015 ammend:9/1/2015 |
| Project Abstract: The Lake Lemon Conservancy District requires a survey of its freeholders to inform lake management and budgetary decisions in the coming years. | IU Account No: [IU assigned account number] |
| | Total Amount: \$1000 |
| Is this a GSA Contract? no | |

Purpose of Project Plan

This Project Plan describes what work the Lake Lemon Freeholder Survey Project Team, composed of representatives from Lake Lemon Conservancy District (LLCD) and the Eppley Institute for Parks & Public Lands will do, what results will be achieved, and how project work will be executed and managed. It describes team roles and responsibilities and deliverables. It identifies assumptions, constraints, dependencies, risks, and issues, and it provides high level schedule and budget information.

Background

Lake Lemon has been a part of the Bloomington and Nashville communities for over 50 years. With its unique opportunities for recreation, its dedicated residential community, and ties to area organizations such as Indiana University and the Boys and Girls Club, Lake Lemon's natural resources and recreational opportunities support an important and valuable component of the Monroe/Brown County culture. With the formation of a Conservancy District (LLCD), the landowners of Lake Lemon took steps to actively manage their valuable resource as a regional recreational asset.

Intensive management activities, specifically dredging, must be employed to address the sedimentation of the lake common to dammed reservoirs in the area. The dredging activity necessary for maintaining Lake Lemon's water quality, aquatic health, and recreational experience will require increased revenue generation, either through an increased tax rate or other revenue generating sources. The property owners of the LLCD would be directly affected by changes to the current level and/or structure of revenue collection. Therefore, the LLCD Board and District Manager would like to survey the freeholders in order to ascertain the level of support for various management activities and associated funding issues.

Goal and Objectives

The overall goal of this project is to complete a survey of the LLCD freeholders and provide useful data to the LLCD Board.

The objectives for the Lake Lemon Freeholder Survey are:

- Implement a valid and reliable census of the LLCD freeholders on the requested topics.
- Maximize the involvement and response from LLCD freeholders with respect to the questionnaire topics.

- Better understand the opinions of the LLCD freeholders based on responses to the online questionnaire
- Present survey results to the LLCD Board in a usable and informative format.

Scope

This section summarizes the scope of the proposed project by providing a list of key activities and deliverables. In the table below, list (i) the activities the team will do and (ii) the activities the team will not do but that a reader might mistakenly believe the team is doing.

The scope of this project is outlined in the table below.

| In Scope | Out of Scope |
|--|---|
| It is within the scope of this project for the Eppley team to develop one draft of the questionnaire. | The questionnaire will not be revised more than once. |
| Eppley will present findings and recommendations to the LLCD Board. | It is out of scope for there to be further presentation and publication of the project results beyond presentation to the Board and a final report. |
| Eppley will track expenses associated with the project that are not covered by the contracted amount. These include printing, postage, staff time for data entry, copy editing, and layout/design. The LLCD will reimburse Eppley for these costs. | It is out of scope for Eppley to absorb project costs associated with printing / mailing invitation and reminder materials to freeholders. |
| | |

Assumptions and Constraints

An assumption is a circumstance or event outside the project that can affect its success and that the authors of this plan believe will happen. Constraints are restrictions or boundaries placed upon the project that limit the choices of the project team. The assumptions and constraints for this Lake Lemon Freeholder Survey project are listed in the table below.

| Assumptions | Constraints |
|---|---|
| The LLCD Survey Committee is agreed upon what they would like to know from the questionnaire data and can effectively communicate that with Eppley. | The limited budget for this survey project will dictate the methods used in data collection as well as reporting. |
| The data will be used by the LLCD Board to inform decisions in the management of the lake. | Preliminary qualitative data collection is limited due to time frame of project and will not be able to inform the questionnaire development. |
| LLCD freeholders are willing and able to respond to a questionnaire during the data collection time frame. | |
| | |

Stakeholders

The table below lists stakeholders and indicates how they will be impacted and engaged by the project.

| Stakeholder | Impact | Engagement |
|----------------|--------|---|
| Pam Dugan | high | Committee meetings, review of questionnaire |
| Gary Mellady | medium | Committee meetings, review of questionnaire |
| Sue Miller | high | Committee meetings, review of questionnaire |
| John Schell | high | Committee meetings, review of questionnaire |
| Mike Sonneborn | medium | Committee meetings, review of questionnaire |
| Tom Stevens | medium | Committee meetings, review of questionnaire |
| Les Wadzinski | medium | Committee meetings, review of questionnaire |

| Stakeholder | Impact | Engagement |
|------------------------|--------|--|
| Ann Wroblewski | medium | Committee meetings, review of questionnaire |
| Adam Casey | high | Key project contact, review of all drafts, coordinate survey committee |
| James Van Tassel | high | Key project contact, review of all documents |
| Bob Madden | low | Initial meetings and contract approval |
| Other LLCD freeholders | medium | Completing questionnaire |

Deliverables

The project is completed when the deliverables listed in the following table are completed.

| Deliverable Name | Description | Format |
|-----------------------|--|--------------------------------------|
| Basecamp site | Website for document sharing and communication | Web |
| Questionnaire draft | Document containing all items, instructions, other text | Word document |
| Online questionnaire | Web-based survey | Qualtrix site |
| Survey Report | Document that includes approach, methodology, findings, analysis, and recommendation | Pdf uploaded to basecamp |
| Mailing list | Updated, cleaned list of freeholders' addresses/emails | Excel file uploaded to basecamp site |
| Presentation to Board | Oral presentation of findings with possible one-pg summary | Oral/ word document |

Outcomes/Success

The Lake Lemon Freeholder Survey project is a complex multi-phased project that has multiple objectives as well as stakeholders. The measure of success of the Lake Lemon Freeholder Survey is based on the execution of a questionnaire-based survey and analysis of responses. Specific outcome and success measures for the Lake Lemon Freeholder Survey:

- Launch of tested Qualtrix survey
- Use of a survey protocol that maximizes response rate and response validity (response rate >65%; pilot testing for face validity)
- Usable data and recommendations presented to the Survey committee

Budget Summary

The estimated cost of the project and cost assumptions are as follows:

| Item | Submitted | Projected | Notes |
|------------|-----------|-----------|---------------------------------|
| Staff | \$950 | \$950 | Academic, professional, support |
| Overtime | \$0 | \$0 | |
| Travel | \$0 | \$0 | |
| Shipping | \$0 | \$0 | |
| Supplies | \$50 | \$50 | Project supplies, etc. |
| Other | \$0 | \$0 | |
| Total Cost | \$1,000 | \$1,000 | |

Assumptions made in developing this budget and sources of cost information are as follows:

- The LLCDC will compensate the Eppley Institute at Indiana University to perform work outlined in this project plan as based on written agreements, including workspace, access to materials, and office operation costs incurred for this project.
- Provide the services of the LLCDC key officials, and program managers, subject matter experts, and stakeholders assigning them to work with the Eppley Institute at Indiana University to participate in the project at no costs to the Eppley Institute or Indiana University.
- The LLCDC will maintain substantial involvement with Eppley Institute and Indiana University representatives, reviewing all drafts and providing Indiana University with the necessary information and data to execute the objectives of the task agreement.
- Provide any travel per diem and meeting costs for LLCDC participants.

Human Resources

Roles and Responsibilities

The following human resources are required for the project.

| Name | Title and Role |
|--------------------|--|
| Kate Wiltz | Eppley Project Manager, project management |
| Adam Casey | LLCD Lake Manager, lead project liason |
| James Van Tassel | LLCD Lake Biologist, project liason |
| Austin Hochstetler | Eppley Project Manager, assistant project management |
| Asia Harris | Eppley Graduate Intern, data management |
| Emily Davis | Eppley Support Staff, editor |

Schedule Summary

The scheduling of Lake Lemon Freeholder Survey relies on a number of cooperative relationships and partnerships between the LLCDC, the Eppley Institute, and other stakeholders. This schedule summarizes major milestones only and the individual on the Lake Lemon Freeholder Survey team that is responsible for the completion of the milestone. The schedule for the project, and all related documents will be placed and maintained on the Eppley Basecamp Project Management Site.

| WBS | Activity | Responsible | Projected Completion Date |
|------------|--------------------------------|--------------|---------------------------|
| 1.0 | Project Initiation | Wiltz | Mar 1, 2015 |
| 1.1 | External Initiation Meeting | Wiltz | Feb 17 |
| 1.2 | WBS Published | Wiltz | Mar 1 |
| 2.0 | Analysis & Research | Wiltz | Mar 6, 2015 |
| 2.1 | Summary of Research Needs | Wiltz | Mar 3 |
| 2.2 | Draft Research Protocol | Wiltz | Mar 3 |
| 2.3 | Stakeholder Input | Wiltz | Mar 3 |
| 2.4 | Synthesis | Wiltz | Mar 6 |
| 3.0 | Instrument Development | Wiltz | April 30, 2015 |
| 3.1 | Draft Instrument | Wiltz | Mar 31 |
| 3.2 | Pilot Test/Beta | Wiltz | April 27 |

| | | | |
|-----|-------------------------------------|-------|-----------------|
| 3.3 | Instrument Revision-Approval | Casey | April 30 |
| 4.0 | Implementation | Wiltz | June 1, 2015 |
| 4.1 | Population contact compiled | Wiltz | Mar 31 |
| 4.2 | Dissemination (current: mail May 8) | Wiltz | May 15 |
| 4.3 | Reminders (current 5/15 and 5/22) | Wiltz | May 30 |
| 5.0 | Collection & Analysis | Wiltz | July 30, 2015 |
| 5.1 | Data input/monitoring | Wiltz | June 30 |
| 5.2 | Data Collection Ends | Wiltz | June 30 |
| 5.3 | Preliminary Analysis | Wiltz | July 15 |
| 5.4 | Draft Report | Wiltz | July 20 |
| 5.5 | Internal Review Meeting | Wiltz | July 20 |
| 6.0 | Final Report Phase | Wiltz | August 30, 2015 |
| 6.1 | Presentation / Partner Review | Wiltz | July 30 |
| 6.2 | Final Draft Report | Wiltz | July 20 |
| 6.3 | Closeout Report | Wiltz | July 31 |
| 6.4 | Portfolio Sheet Completed | Wiltz | Aug 31 |

Dependencies

Developing the Lake Lemon Freeholder Survey is dependent upon cooperation and collaboration from various entities. This section lists the dependencies for the project. Dependencies are items the project team requires to continue its work but that are being completed by resources outside of the project team.

- The project is dependent on the financial support of the LLCD Board in the form of reimbursement for expenses related to printing, postage, and support staff.
- This project is dependent on the active involvement of the LLCD Survey committee members in identifying their information needs to inform questionnaire development.

Project Risks

Project risks identified to date are provided below with an assessment and recommended response.

| No | Risk Event Statement | Probability H/M/L | Impact H/M/L | Recommended Response |
|----|---|----------------------|-----------------|--|
| 1 | Delays in survey implementation can arise if the survey committee requests further meetings or draft reviews. | H | M | Accommodate committee's requests within reason, and identify the impacts to the subsequent timeline and deliverables. |
| 2 | LLCD freeholder population may not feel strongly enough about the issues addressed in the questionnaire to respond. | L | H | Maximize response rate through multiple mailed contacts and promotion of the survey at the LLCD office. Also provide an incentive for participation in the survey. |

| No | Risk Event Statement | Probability H/M/L | Impact H/M/L | Recommended Response |
|----|---|----------------------|-----------------|--|
| 3 | Permanent mailing addresses used for the survey announcement may not provide a timely way to reach the freeholders (i.e. freeholders are not checking mail at that address regularly) | M | H | Promote awareness of the survey on the LLCD website and in the LLCD office |

Project Issues

Project issues identified to date are provided below with a recommended response.

| No | Description | Priority H/M/L | Recommended Action |
|----|--|-------------------|--|
| 1 | The survey committee is very 'hands on' and desires a high level of involvement in the development of the questionnaire. | M | Make timeline and due dates clear to the committee members, and explain choices on questionnaire draft during meetings to clarify format, wording, and expected responses. |
| 2 | LLCD Board requests review and approval of deliverables. | H | Amend contract to reflect extended timeline to accommodate board review. |

Link to Public Health

Project alignment with Public Health? List below

| No | Description | Recommended Action |
|----|---|--------------------|
| 1 | Appropriate watershed management practices are necessary for safe use and access to lakes | |
| 2 | Gathering public input on lake management issues raises awareness about the water quality and the relationship between human activity and clean water | |

Author(s)

This document was prepared by and for:

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Lake Lemon Freeholder Survey
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Bloomington, Indiana 47404
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lkwiltz@indiana.edu

Adam Casey, LLCD District Manager
Lake Lemon Conservancy District
7599 North Tunnel Rd.
Unionville, Indiana 47469
Office Phone: 812-334-0233
manager@lakelemon.org

Stephen A. Wolter, Exec. Director
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501 N. Morton Street, Suite 101
Bloomington, Indiana 47404
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Approvals

| Date | Document Version | Approver Name and Title | Approver Signature (if required) |
|------------------------|---------------------------|--------------------------------------|----------------------------------|
| [Insert approval date] | [Insert version approved] | [Provide name and title of approver] | |
| | | | |
| | | | |

Version History

| Date | Document Version | Document Revision History | Document Author/Reviser |
|------|---------------------|---------------------------|-------------------------|
|------|---------------------|---------------------------|-------------------------|

| | | | |
|----------------|-----|---------------|---------------|
| April 14, 2015 | 1.0 | Initial draft | L. Kate Wiltz |
| April 20, 2015 | 1.1 | Updated draft | L. Kate Wiltz |

PROFESSIONAL SERVICE AGREEMENT

This Agreement is entered into by and between Lake Lemon Conservancy District (hereinafter "LLCD") and Eppley Institute for Parks and Public Lands (an educational institution organized under the laws of the State of Indiana by the Trustees of Indiana University) (hereinafter "Eppley"):

In consideration of the mutual promises herein, the parties agree as follows:

1. Services to be performed: Eppley will use reasonable efforts to perform the experiments and studies described in the service proposal entitled "Conceptual Approach to Lake Lemon Conservancy District Landowner Survey" which is attached as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Service Project").

The Service Project will be performed under the direction of Stephen A. Wolter, Executive Director, Eppley Institute for Parks and Public Lands. In the event he is unable or willing to continue with the Service Project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Paragraph 11.

2. Term and Reporting. All work shall commence on January 21st, 2015 and shall be completed by Eppley on or by April 30, 2015, unless terminated consistent with the other provisions of this Agreement.
3. Payment: LLCD will pay Eppley \$1,000.00, exclusive of reproduction and mailing costs, in consideration for the Service Project. Payments will be made in accordance with the schedule attached as Exhibit "B" and is incorporated herein by reference. Checks will be payable to Indiana University, referring to this Agreement, and will be sent by mail to the Eppley Institute for Parks & Public Lands, 501 N. Morton Street, Suite 101, Bloomington, IN 47404.
4. LLCD's Obligation: LLCD will provide Eppley access to the individuals necessary to carry out its work on this Project.
5. Publications. LLCD acknowledges that the free dissemination of information is an important policy of Eppley. No restrictions are acceptable that limit the use and distribution of any Eppley student's research and/or thesis conducted in conjunction with his/her academic program. In accordance with its policies, Eppley may retain a copy of the data arising out of the performance of this Service Project, and retains the right to use such data or results for its own publication, presentation, instructional or non-commercial research objectives provided that the publication, presentation or use does not disclose any Confidential Information furnished by LLCD under Paragraph 11 (and defined therein). Eppley agrees that any proposed publication or presentation relating to the Service Project conducted under this Agreement will be submitted to LLCD for review at least thirty (30) days prior to submission for publication or

presentation to remove Confidential Information. As such, the scope of Confidential Information in this publication context does not include the results arising out of the performance of this Agreement. In the event that the proposed publication or presentation contains patentable subject matter which needs protection, Eppley will, upon written request from LLCD within the initial thirty (30) day review period, delay the publication or presentation for a maximum of an additional 90 days to allow LLCD or Eppley to file a patent application.

6. Intellectual Property.

6.1 Eppley will promptly disclose to LLCD all developments and inventions, whether or not patentable, conceived or first reduced to practice as a result of this Service Project (hereinafter referred to as "Inventions").

6.2 Eppley hereby grants to LLCD the first option for a worldwide, exclusive, royalty bearing license to make, use, and sell with a right to sublicense, Inventions. The terms of such license will be reasonable in the circumstances and will be negotiated in good faith between LLCD and Eppley. The option to license any invention will extend for a time period of six (6) months from the date of its original disclosure to LLCD.

6.3 Title to, and the right to determine the disposition of, any copyrights or copyrightable material, first produced or composed in the performance of this Service Project, shall remain with the Eppley.

6.4 The parties shall not disclose or record this Agreement or an excerpt of this Agreement in the U.S. Patent Office unless the party wishing to make such recordation obtains the prior written permission of the other party.

7. Confidentiality.

7.1 Eppley acknowledges that LLCD may, prior to and during the term of this Agreement, provide Eppley with scientific, technical, trade secret, business, or other information which is treated by LLCD as confidential or proprietary (hereinafter referred to as "Confidential Information"). In recognition that Eppley is a non-commercial, academic institution, LLCD agrees to limit to the extent possible the delivery of confidential information to Eppley. Both parties agree that in order to ensure that each party understands which information is deemed to be confidential, all Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. Eppley shall hold such Confidential Information in strict confidence and shall treat such information in the same manner as it treats its own confidential information. The Eppley retains the right to refuse to accept any such information or data from LLCD which it does not consider

to be essential to the completion of the Service Project or which it believes to be improperly designated, for any reason. The Confidential Information provided to Eppley by LLCD will remain the property of LLCD, and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

- 7.2 The obligation of Eppley to maintain Confidential Information under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure.
- 7.3 The obligation of non-disclosure will not apply to any part of the Information that:
- (a) is already known to Eppley prior to the effective date, as evidenced by Eppley's records;
 - (b) becomes publicly known without the wrongful act or breach of this Agreement by Eppley;
 - (c) has been or is disclosed to Eppley by a third party who was not, or is not, under any obligation of confidence or secrecy to LLCD at the time said third party discloses to Eppley, or has the legal right to do so;
 - (d) is developed independently by employees of Eppley who had no access to or knowledge of the Information, as evidenced by Eppley's records;
 - (e) is approved for release by written authorization of LLCD;
 - (f) is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided Eppley promptly notifies LLCD, if reasonably practical or possible, in writing of such lawful disclosure.
8. Relationship of the Parties: Eppley is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of all labor, equipment, tools, and expenses in connection therewith and for any and all damages that may occur because of Eppley's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Eppley as the agent or representative of the LLCD.
9. Liability. The LLCD and Eppley acknowledge and agree that the services to be performed by Eppley under this Agreement are to be performed by Eppley at its own risk and that it assumes all responsibility for any damages or injuries that may result from its performance of services under this Agreement. Eppley agrees to indemnify and hold harmless the LLCD from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with its services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage.

Provided, however, Eppley's obligation to hold LLCD harmless and indemnify shall be limited to the exposure of and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, exemption from punitive damages, the ability to defeat a claim by reason of contributory negligence or fault of claimant), so that Indiana University's liability to hold harmless shall not exceed what might have been its liability to any claimant after all appropriate defenses had been raised by Indiana University. Eppley shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, equipment, materials, liability insurance and Workers' Compensation insurance, as required by law.

10. **Tax Liability.** Eppley shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to the services under this Agreement. The LLCD shall issue IRS Form 1099 to Eppley for sums paid by this Agreement.
11. **Termination.** If a party breaches this Agreement, then the Agreement may be terminated by written notice of the non-breaching party. The breaching party shall have fifteen (15) days to cure such breach upon receipt of notice.
12. **Remedies.** A party shall be entitled to seek and obtain all relief, whether in law or in equity, for breach of the Agreement by the other party, including damages and reasonable attorney fees.
13. **Addresses:** Payments and other notices shall be provided to Eppley Institute for Parks and Public Lands at 501 N. Morton Street, Suite 101, Bloomington, IN 47404. Invoices and other notices shall be provided to LLCD, Attention: Robert Madden, at 7599 N. Tunnel Road, Unionville, IN 47468.
14. **Severability:** In the event any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement.
15. **Choice of Law and Venue:** The terms and provisions of this Agreement shall be construed in accordance with Indiana law. The parties waive trial by jury for any dispute arising out of this Agreement. The parties hereby stipulate that Monroe County, Indiana shall be the sole and exclusive venue for any dispute arising from this Agreement.

SO AGREED ON THE DATE STATED BELOW:

EPPLEY INSTITUTE

Dated: 1/22/2015

By: 
Stephen A. Wolter, Executive Director

LAKE LEMON CONSERVANCY DISTRICT

Dated: 1/21/2015

By: 
Its: CHAIRMAN

This Instrument Prepared By:
Angela F. Parker, Attorney at Law
CARMINPARKER, PC
116 West 6th Street, Suite 116, P.O. Box 2639
Bloomington, IN 47402-2639
Telephone: (812) 332-6556

CONCEPTUAL APPROACH LAKE LEMON CONSERVANCY DISTRICT LANDOWNER SURVEY

October 29, 2014



Eppley Institute for Parks & Public Lands
Indiana University
501 North Morton Street, Suite 101
Bloomington, IN 47404
www.eppley.org

EXHIBIT A



The Eppley Institute

The Eppley Institute for Parks and Public Lands specializes in technical assistance, research, and training programs for parks, recreation, and public lands agencies. These services focus on building capacity in our partner organizations, and on organizational long range, comprehensive, and strategic planning.

Eppley is uniquely qualified to assist the Lake Lemon Conservancy District in addressing the LLCD's need to determine District landowner's opinions related to resource management levels and costs. This conceptual approach document outlines a possible collaboration between the Lake Lemon Conservancy District and the Eppley Institute for Parks and Public Lands.

Each of the Eppley Institute's projects are designed to meet the partner's specific needs. We not only understand, but strongly advocate for, the integral role that parks and recreation serves in communities. Our research and design services fit the needs of the Lake Lemon Conservancy District, and designing a nimble and effective survey to gather public input on the Conservancy District's options is well within our interest and expertise. The Institute's approach to data collection and public input is grounded in principles of sound social science research methodology and employs the most current technology to enhance participation and response.

Lake Lemon Conservancy District

Lake Lemon has been a part of the Bloomington and Nashville communities for over 50 years. With its unique opportunities for recreation, its dedicated residential community, and ties to area organizations such as Indiana University and the Boys and Girls Club, Lake Lemon's natural resources and recreational opportunities support an important and valuable component of the Monroe/Brown County culture. With the formation of a Conservancy District (LLCD), the landowners of Lake Lemon took steps to actively manage their valuable resource as a regional recreational asset.

Based on a conversation with the current LLCD manager, it is the Institute's understanding that management activities on the lake are inadequate to support the current recreational use and health of the lake. Intensive management activities, specifically dredging, must be employed to address the sedimentation of the lake common to dammed reservoirs in the area. The dredging activity necessary for maintaining Lake Lemon's water quality, aquatic health, and recreational experience will require increased revenue generation, either through an increased tax rate or other revenue generating sources. The property owners of the LLCD would be directly affected by changes to the current level and/or structure of revenue collection. Therefore, the LLCD and specifically the manager, would like to survey the Lake Lemon community to ascertain the level of support for these activities and funding.



The Need and Eppley's Approach

Lake Lemon Conservation District needs a scientific, reliable, and valid survey of District landowners to determine the community's commitment to enhanced funding and services at Lake Lemon. The Eppley Institute's approach uses multiple methods to meet this need.

Several options are available for gathering public input and measuring opinion across a community. The Eppley Institute utilizes a multi-step approach to research projects in order to ensure that the process and results meet the needs of our partner. This approach includes:

- Dedicated project manager for life of project
- Analysis and summary of research needs
- Applicable literature review
- Stakeholder interviews and analysis
- Construction of a methodology framework
- Instrument development and testing
- Data collection and analysis
- Final report delivery

LLCD has expressed a need for an accelerated timeline, and has indicated an ability to provide reasonably accurate contact information for the population of interest in data collection. In addition, the LLCD has a limited budget and a population with varied levels of access to online survey instruments. These, and other factors shape Eppley's proposed options for surveying the Lake Lemon community on options for funding aquatic management practices on the lake. The proposed LLCD Landowner Survey methodology could include the following activities as determined by the Institute and the Board of the LLCD.

Phone interviews

Eppley staff would conduct brief interviews with key stakeholders, including the LLCD Board and Manager, to ascertain the most important issues pertaining to resource management, LLCD mandates, the Lake Lemon community, and the specific information needs of this project.

Fact sheet

Eppley will create a brief description of the issues involved and the options facing the LLCD in terms of managing the resource. This sheet could be posted on the LLCD website, distributed at a public meeting, and/or sent to landowners via direct mailing.

Invitation

A postcard or similar announcement of the survey and specific instructions on how to participate, either on line or by requesting a mailed copy of the questionnaire, will be created by the Eppley Institute.

Online survey instrument

Indiana University supports a state-of-the-art online survey administration software program called Qualtrics. Using this software, a dedicated URL will be created for the questionnaire to be completed by population of interest, in this case Lake Lemon property owners. As stated earlier, paper copies will be made available to those who prefer that format.

Results and recommendations report

A report containing study methodology, basic descriptive statistics, analysis of the findings, and subsequent recommendations will be provided to the LLCC Board and Manager.

Proposed timeline

The project will take approximately three to four months to complete. It is understood that the final report is desired by the end of February 2015. The specific timeline and schedule will be dependent on the timely involvement, review, and approval of project deliverables.

Probable Cost

As part of Indiana University and the Bloomington community, the Eppley Institute appreciates the impact of Lake Lemon and its community on the surrounding area. Eppley anticipates maintaining a minimum expenditure profile with this project. Therefore, in support of staff time a reimbursement of \$1,000 would be made to the Eppley Institute by the LLCD. All reproduction and mailing costs associated with the survey project will be paid by LLCD.

Concluding Remarks

The Eppley Institute is enthusiastic about the opportunity to contribute to the success of the Lake Lemon Conservancy District. The project team will make all necessary arrangements to accommodate this engagement with priority.

Further questions, requests for clarification, and/or response to this proposal should be directed to:

Stephen A. Wolter, Executive Director
Eppley Institute for Parks & Public Lands, Indiana University
812.855.7083 sawolter@indiana.edu



LAKE LEMON CONSERVANCY DISTRICT LANDOWNER SURVEY

Work Breakdown Schedule

The following dates are presented as intended completion dates for the associated activities and deliverables. All parties will make every effort to accommodate the schedule, with the understanding that a delay on in one phase may necessarily delay subsequent deadlines.

| | | |
|-----|--|--------------|
| 1.0 | Project Initiation Meeting | |
| | Defining Research Needs | Jan 31, 2015 |
| | Defining Population | Jan 31 |
| 2.0 | Analysis and Research | |
| | Draft Research Protocol | Feb 15 |
| | Draft Instrument | Feb 28 |
| 3.0 | Implementation | Mar 5 |
| | Collection & Analysis | Mar 31 |
| | Data input/monitoring | April 15 |
| | Preliminary Analysis | April 15 |
| 4.0 | Reporting | |
| | Draft Report | April 22 |
| | Presentation and/or Partner Review of Final Report | April 30 |

EXHIBIT B

601

Amendment to the Agreement
Between
Lake Lemon Conservancy District
AND
The Trustees of Indiana University

This amendment is entered into between Lake Lemon Conservancy District (hereinafter referred to as "LLCD") and the Trustees of Indiana University (hereinafter referred to as "Eppley").

1. Term and Reporting.

The term of this agreement is extended to September 1st, 2015.

All other terms and conditions remain the same.

So Agreed on the Date Stated Below:

Lake Lemon Conservancy District

Eppley Institute

Name: Pam Dugan

Title: Chairman

Name: Stephen A. Wolter

Title: Executive Director

Date: _____

Date: _____



Lake Lemon Conservancy District

OPERATING AGREEMENT **LLCD AQUATIC VEGETATION CONTROL**

THIS AGREEMENT is entered into this 29th day of April, 2015, by and between the Lake Lemon Conservancy District ("LLCD") and Aquatic Control, Inc. ("Independent Contractor"). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. The LLCD maintains Lake Lemon, which is owned by the City of Bloomington ("CBU") and leased to the LLCD, which lake requires continual upkeep and maintenance (hereinafter "Project"). The LLCD hereby retains Independent Contractor and Independent Contractor agrees to provide operating services, specifically including the treatment of Eurasian Water Milfoil in Lake Lemon during the 2015 season on a schedule and as more specifically set forth on the Estimate for Services, attached hereto and by reference made a part hereof and marked as Exhibit "A."

2. Term. The Term shall be from April 29th, 2015 to December 31, 2015.

3. Termination and Extension. Either party may terminate this Agreement by giving a five (5) day notice to the other party. This Agreement may be extended for additional one (1) year periods for a cumulative total of three (3) years upon the giving of written notice by LLCD at least sixty (60) days prior to the termination of the Agreement or any extensions thereof and so long as Independent Contractor maintains the same cost for services from year to year.

4. Payment for Services. For the entire contract term, LLCD shall pay Independent Contractor an estimated amount of Ten Thousand Dollars (\$10,000.00), which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the Project. The charges invoiced by Independent Contractor shall be in accordance with the Custom Vegetation Management Program, as provided in Exhibit A for the actual acreage treated by Independent Contractor.

5. Reimbursement for Materials. If materials, in addition to those customarily provided by the Independent Contractor in conjunction with its work are required, LLCD shall reimburse Independent Contractor for such materials, so long as LLCD has approved such purchases in advance and provided its tax exemption number for such purchases.

6. Relationship of the Parties. Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of all labor, equipment, tools, and expenses in connection therewith and for any and all damages that may occur because of Independent Contractor's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Independent Contractor as the agent or representative of the LLCDC. Nothing in this Agreement shall prohibit Independent Contractor from engaging in work for anyone other than the LLCDC.

7. Insurance. Independent Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence. The LLCDC and CBU shall be included as additional named-insureds on the policy and Independent Contractor shall provide proof of insurance to LLCDC.

8. Liability. The LLCDC and Independent Contractor acknowledge and agree that the services to be performed by Independent Contractor under this Agreement are to be performed by it at its own risk and that Independent Contractor assumes all responsibility for any damages or injuries that may result from Independent Contractor's performance of services under this Agreement. Independent Contractor agrees to indemnify and hold harmless the LLCDC and CBU from any and all liability for any injuries (including death), damages, loss or claims, including attorney fees, based upon, arising out of, or in any manner connected with Independent Contractor's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Independent Contractor shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, liability insurance and Workers' Compensation insurance.

9. Tax Liability. Independent Contractor shall exonerate, indemnify, and hold harmless the LLCDC from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Independent Contractor's services under this Agreement.

10. Remedies. A party shall be entitled to seek and obtain all relief, whether in law or in equity, for breach of the Agreement by the other party, including damages and reasonable attorney fees.

11. Assignment. The Independent Contractor's obligations under this Agreement may not be assigned or transferred without the prior written consent of the LLCDC.

12. Venue and Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Indiana, and the Monroe Circuit Court, Bloomington, Indiana, 47404, shall have exclusive jurisdiction over disputes arising hereunder.

13. Entire Agreement. This Agreement constitutes the entire contract between the parties. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement, or may modify, enlarge, or invalidate this Agreement or any provisions of it. This Agreement may not be amended, supplemented, or modified except by a written document signed by the LLCD and Independent Contractor.

14. Non-Waiver. The failure of any party to insist upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

The foregoing Agreement is hereby executed on the terms stated above.

Lake Lemon Conservancy District:

Independent Contractor:

By: _____

By: Pam Dugan
Its: Chairman, Board of Directors

Aquatic Control, Inc.
By: Nathan W. Long
Its: Vice President

Prepared by:
Angela F. Parker, Attorney-at-Law
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.
400 West 7th Street, Ste. 104, P. O. Box 2639
Bloomington, IN 47402-2639

Request for Bids Maintenance Herbicide Treatment – 2015

Bid due date: 4/24/2015

Return bid to: Lake Lemon Conservancy District
c/o Adam Casey
7599 N. Tunnel Rd.
Unionville, IN 47468
(812)-334-0233
Office@lakelemon.org

Copy to: Ashlee Haviland
Central Office
IDNR Division of Fish & Wildlife
402 W Washington St RM W273
Indianapolis, IN 46204
ahaviland@dnr.in.gov

Bid submitted by: Aquatic Control Inc.
PO Box 100
Seymour, IN 47274
800-753-5253 x243
natel@aquaticcontrol.com

In compliance with the invitation for bids, bidder hereby proposes to perform the described work related to herbicide treatments in compliance with all policies and procedures specified by the IDNR Lake and River Enhancement Program (LARE).

The bidder understands that the acreages listed are approximate and subject to increase or decrease, depending upon surveys and other information. The bidder agrees that the unit prices will be used if additions or deductions are made to the quantity of work.

The bidder shall include all costs associated with performance of this work, including taxes, permitting fees, fuel surcharges or other related expenses. All work required for completion of the project shall be considered as incidental work unless designated as a pay item on this bid form.

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Julie McEvoy (jmcevoy@dnr.in.gov or 260-244-6805, at the Northeast Regional Office of the Division of Fish and Wildlife in Columbia City) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

Bid Maintenance Herbicide Treatment – 2015

The undersigned, having become familiar with the instructions to bidders and the specifications, hereby proposes to perform as required and to provide and furnish all labor, materials, equipment, and transportation services necessary to complete the required work for aquatic herbicide treatment of the lake named below, in compliance with all policies of the IDNR LARE Program and for the following price:

| <u>Item Description</u> | <u>Price</u> |
|---|--------------|
| Herbicide treatment at Lake Lemon, Brown and Monroe Counties | |
| Application of 2,4-D or Triclophyr to treat Eurasian watermilfoil | |
| Per acre Triclophyr at 3 foot average depth 2.0 ppm | \$545.00 |
| Per acre Triclophyr at 4 foot average depth 2.0 ppm | \$545.00 |
| Per acre 2,4-D at 3 foot average depth 2.0 ppm | \$260.00 |
| Per acre 2,4-D at 4 foot average depth 2.0 ppm | \$289.00 |

The acreage given above is based on the anticipated coverage in the lake. The actual treatment will be based on information in a pre-treatment survey to determine the exact extent and location of the treatment area in compliance with permits issued by the Indiana Department of Natural Resources. All herbicide treatments must also be approved by LARE staff prior to application. Treatment maps should be provided to LARE no later than

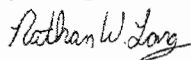
All treatments are to be completed with no less than the minimum label rate of chemical, unless otherwise indicated.

All applicable permits for this treatment must be on file with the Indiana Department of Natural Resources prior to control activities.

The undersigned may be required to show that the company has performed work similar to that described by this bid request and the plant management plan associated with this lake.

In submitting this bid, it is understood that the right is reserved to reject any and all bids and to waive defects in the bids.

Signed this 22nd day of April, 2015

Signature: 
 Printed Name: Nathan W. Long
 Title: VP Lake Management Services
 Company: Aquatic Control Inc.

From: Barbara McKinney [<mailto:mckinneb@bloomington.in.gov>]
Sent: Thursday, April 23, 2015 2:47 PM
To: manager@lakelemon.org
Subject: ADA requirements

Normal maintenance is not considered a major renovation or alteration and thus does not trigger the ADA. If replacing the pipes in Lake Lemon's restrooms would be considered normal maintenance, then you don't have to make the restrooms ADA-compliant because of the repairs.

However, Title II of the ADA does require that "each service, program or activity by a public entity when viewed in its entirety to be readily accessible and usable by individuals with disabilities." That does not mean that every facility has to be accessible, but the program overall should be accessible, unless doing so would be an undue burden or cause a fundamental alteration of the program. Having to remodel around brick walls in old buildings might be an undue burden. Renting an accessible port-a-toilet for the season and have that be a unisex, accessible restroom might be workable. Just a thought.

--

Barbara E. McKinney
Director, BHRC/Assistant City Attorney
City of Bloomington Legal Department
401 N. Morton Street
P O Box 100
Bloomington, IN 47402-0100
[\(812\) 349-3429](tel:(812)349-3429)
[\(812\) 349-3441](tel:(812)349-3441) (fax)

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Proposal



PAUL YOUNG PLUMBING, INC.
5171 N. OLD STATE ROAD 37
BLOOMINGTON, IN 47408-9240
(812) 336-0650

DATE

PROPOSAL #

4/29/2015

3740

NAME / ADDRESS

Lake Lemon Conservancy Dist.
7599 North Tunnel Road
Unionville, Indiana 47468

CONDITIONS OF PROPOSAL

Contractor submits this proposal for work on the property herein described. Upon acceptance, Contractor agrees to furnish labor and materials necessary to improve the above premises in a good, workmanlike and substantial manner according to the terms, specifications, provisions, prices and plans (if any).

Start and Completion: The approximate start date of _____ and approximate completion date of _____ are subject to permissible delays as per provision (5) on the reverse side. Owner and Contractor agree that a definite completion date:

☐ is of the essence ☐ is not of the essence

Submitted by _____

Approved and Accepted (Contractor)

Date

JOB

☐ ADDITIONAL SHEETS ATTACHED

DESCRIPTION OF WORK AND MATERIALS

QTY

RATE

TOTAL

Estimate For: Riddle Point, Lake Lemon REVISED

To furnish all labor, materials and fixtures. To re-plumb exiting restroom and installation of new fixtures and outside faucet.

To furnish plumbing for the following:

- 5 - White Champion elongated combo toilets with seats
- 1 - White Champion 17" Combo comfort fit (ADA) elongated toilet with seat
- 1 - White Washbrook Urinal with Sloan flush valve
- 2 - Lucerne White Wall hung sinks with Delta faucets
- 1 - Woodford Outside faucet
- 2 - P-Trap and 1 Supply Cover
- 2 - Supply & Stop Insulation Cover
- All water lines to be Pex piping.
- All drain lines to be PVC piping.
- To comply with all city and state codes and regulations.

Includes All Labor and Materials - Estimate Cost To Be From \$5,835.86 up to \$6,235.86

Total

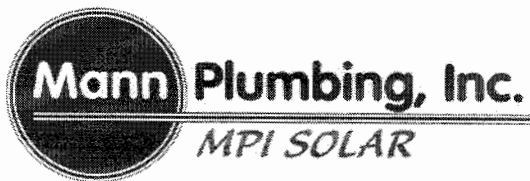
ACCEPTANCE OF PROPOSAL

This proposal is approved and accepted. There are no oral agreements. The written terms, specifications, provisions, prices and plans (if any) are the entire agreement. Changes shall be made by written change order only.

Approved and Accepted (Owner)

Date

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Owner's Right to Cancel on the reverse side for details.



#PC89000167

P.O. Box 5725
Bloomington, IN 47407
812-334-4003
mannplumbinginc.com

Lake Lemon
Conservancy District
Riddle Pointe restrooms

4-27-15

Est to install New 1" Pex water supply for 7 toilets, 2 lav faucets & 1 locking wall hydrant. Install new Main shut off valve & insulate all Pex piping. Secure water piping to the wall and install shut off valves at all fixtures. Supply and install 7 new EL toilets with seats, 2 wall hung lavs with faucets and wall hydrant. Hook all up and test for leaks.

| | |
|-----------|-------------------|
| Labor | \$3,648.00 |
| Materials | \$800.00 |
| Fixtures | <u>\$2,347.00</u> |
| Total | \$6,795.00 |

Fixture List

7-Am. Std. Cadet Pro El white toilet w/seat (no ADA)
2-Am.Std Lucerne white wall hug lav
2-Delta B2540LF chrome 2 handle faucet
1-Woodford wall hydrant w/locking box

Jeff McKamey



FROM

Dunham Plumbing Company, INC. **Proposal**
P. O. Box 870
Nashville, IN. 47448
Corporate License # CO 89000011
State License # PC 81061209
812-988-0248 812-988-8382 Fax #

Proposal No. 1

Sheet No. 1

Date April 27, 2015

Proposal Submitted To

Lake Lemon C D

Name

Street

City

State

Indiana.

Telephone Number 812-334-0233

Work To Be Performed At

Street

City

State Indiana.

Date of Plans

Architect

Riddle Point/Lake Lemon Bathrooms

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
Replace 8 existing 8 " rough in Flushometer water closets with 12" Rough IN tank type
water closets, 6 standard height white elongated open front seats less cover. 2 A D A -
elongated with open front less cover.
Cut concrete to change rough in and install new flange. Repair concrete. Floor covering or
tile, by others!
Replace 2 lavatories with wall hung A D A white lavatories with Delta A D A faucets and leg
wraps.
Replace existing urinal with A D A urinal & 1/2 " flush valve.
Replace all cold water lines starting at 1 1/2" P V C risers with Pex 1" Main & 3/4" & 1/2"
branches. Furnish and install key silcock near water pit at front of building.
8 Toilets to Vitra 1.6 gal flush 2 Lavatories to be Gerber 20" X 18" X4" cc
2 Lavatories to be Delta lever handle and grid drains. 1 Urinal to Gerber 1 gal flush.
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings
and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Dollars (\$ 18,000.00).

with payments to be made as follows:

50 % down-----50 % On Completion of Fixture Installation-----

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will
become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our
control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public
Liability Insurance on above work to be taken out by _____

Respectfully submitted Dunham Plumbing Company, INC.Per [Signature]Note — This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.

Accepted _____

Signature _____

Date _____

Signature _____