



# *Lake Lemon Conservancy District*

## **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting

Benton Township Senior Citizens Building

December 19, 2012

6:00 p.m.

### **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval of November 14, 2012 Board Meeting Minutes (JS)
- III. Treasurer's Report (TT)
  - A. November Financial Highlights
  - B. Report of Claims
  - C. Transfer of Funds
  - D. Motion to Renew Certificate of Deposit
- IV. 2013 Insurance Review: Lance Eberle, First Insurance Group (JS)
- V. Canadian Goose Discussion (JVT)
- VI. Manager's Report (BM)
  - A. 2013 Proposed Board Meeting Dates
  - B. 2013 Board of Directors Election- Update
  - C. Winter Drawdown- Update
  - D. Board Approval: 2013 Agreements
    1. Schell Marina, LLC- Marina/Club Agreement
    2. Schell Marina, LLC- Service Agreement, Sale of Boat Permits
    3. First Insurance Group – Insurance Services Agreement
    4. Watkins Accounting – Accounting Services Agreement
    5. Andrews, Harrell, Mann, Carmin, Parker P.C. – Legal Services Agreement
  - E. 2013 Vegetation Control- DNR LARE Grant Proposal
- VII. Dredging Study Group: Update (TT)
- VIII. Public Comment (JS)
- IX. New Business / Correspondence for Future Agenda (JS)
  - A. Next Board Meeting – January 16, 2013
- X. Adjournment (JS)

7599 North Tunnel Road, Unionville, IN 47468

Phone 812/334-0233 • Fax 812/335-0038



# Lake Lemon Conservancy District

**MONTHLY MEETING**  
**Benton Township Senior Citizens Building**  
**6:00 PM**

**Date:** Dec. 19, 2012

Name	Lake Address	District
Offenbach for D. Brush	6117 So Shore Dr	7
VENCELE BRITJ	4385 WATSON RD	7
Lynn Clark	7675 N Tunnel Rd	1
MIKE BLACKWELL	4071 SALMON HARBOR	7
Rex Taylor	6179 N Shore Dr	6
Don Schell	Don Schell	4
Les Wadzinski	9173 E Southside	
UTRIL GENTRY	4059 SALMON HARBOR	7
Jill Leister		7
Ron Thrasher	4602 Channel Rd	7
J. Dearborn	4161 Chitwood	7

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
Benton Township Senior Citizens Building  
December 19<sup>th</sup>, 2012**

**The December 19<sup>th</sup>, 2012 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Citizens Building and was called to order by Chairman John Schell at 6:00 P.M.**

**BOARD MEMBERS PRESENT: John Schell, Bruce Cassal, Pam Dugan, Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Tim Specht, Director; Kristin Spickelmier, Director; Dennis Friesel, Director; and Rachel Atz, CBU Representative.**

**I. Opening Comments (Schell)**

- a. Schell thanked the freeholders for attending.

**II. Approval of Meeting Minutes (Schell)**

- a. Approval of November 14<sup>th</sup>, 2012 Board Meeting Minutes.

**THRASHER MOTIONED TO APPROVE THE NOVEMBER 14<sup>TH</sup> BOARD OF DIRECTORS MEETING MINUTES. DUGAN SECONDED THE MOTION. ALL “AYES”. THE MOTION CARRIED.**

**III. Treasurer’s Report (Thrasher)**

- a. November Financial Highlights

- i. Indiana University’s second and final water testing payment of \$1,815.00.

- ii. Dam/Spillway inspection partial payment of \$2,883.00.

- 1. Bruce Cassal asked what the dam repairs included.
    - 2. Madden replied a new gate at the end of the intake pipe; a new galvanized ladder and handle for the sluice gate chamber. A full inspection of the intake and outlet pipes, all bolts, and sluice gate functions were tested.

- b. Report of Claims

**THRASHER MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR NOVEMBER 2012. CASSAL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

c. Transfer of Funds

- i. Madden explained the transfer of funds is basic budget housekeeping performed annually at the board's last scheduled meeting for the year.

**THRASHER MOTIONED TO APPROVE THE TRANSFER OF FUNDS. CASSAL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

d. Public Comment

- i. Mike Blackwell (7) asked about how the LLCD can transfer funds in different categories without an additional appropriation.
  1. Madden replied the LLCD has only one fund, the general fund. Transfers within a fund are acceptable.
- ii. Les Wadzinski (5) noted if monies can be moved around, why can't this be done for private dredging? Can the revenue from park entrance fees, etc be used since private dredging will be cost neutral?

e. Motion to Renew Certificates of Deposit

- i. The interest rate will be 0.65% down from the current 1.04%.

**THRASHER MOTIONED TO APPROVE THE RENEWAL OF CD# 371016988 FOR 24 MONTHS. CASSAL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**IV. 2013 Insurance Review: Lance Eberle, First Insurance Group**

- a. Eberle talked about the insurance industry being in a transitional period with many people and companies experiencing increases in fees and premiums. The LLCD hasn't made any insurance claims. Coverage includes \$4,000,000.00 in liability which includes operating on the lake, injuries on the lake, and actions in the park. All equipment and buildings are covered. This policy is unique in the fact that it does NOT exclude dam failure. This does not include the dam itself but covers any potential action from homeowners downstream of the dam. Overall Eberle is satisfied with the renewal.
  - i. Dugan asked about Directors/Officers coverage
    1. Eberle replied the policy has a \$1,000,000.00 in coverage for directors/officers. We can however look into increasing the directors/officers coverage.

**V. Canada Goose Discussion (Van Tassel)**

- a. Goose Control (Freeholder Approach)
  - i. Habitat Modification – vegetative, rock, and fence barriers.
  - ii. Harassment – noise making devices, predator decoys.
- b. Goose Control (LLCD Approach)
  - i. Nest Destruction – “shake eggs”
  - ii. Trapping and Relocating - \$18.00 per bird
  - iii. Trapping and Euthanizing - \$20.00 per bird
  - iv. Hunting
- c. Conclusion
  - i. No one solution will effectively rid the lake of Canada Geese. The adult breeders must be removed to decrease the population. A multi-faceted approach is best. Being a conservancy and with political issues regarding the geese I recommend to continue “shaking eggs”, encourage hunting, and to not take action in trapping and relocating/euthanizing.
- d. Schell recommend we stay the course and continue to “shake eggs”.  
Madden agreed.

## **VI. Manager’s Report**

- a. 2013 Proposed Board Meeting Dates
  - i. The November and December Meetings have been combined.
  - ii. Corrections:
    - 1. Move the December 4<sup>th</sup> meeting to December 11<sup>th</sup>.
    - 2. June 22<sup>nd</sup> meeting will inform the freeholders we are to start the budget process.
    - 3. July 20<sup>th</sup> meeting will include the first public discussion of the 2014 Proposed Budget.
    - 4. August 24<sup>th</sup> meeting will include the second public discussion of the 2014 Proposed Budget.
    - 5. September 18<sup>th</sup> meeting will include the Public Hearing on the 2014 Proposed Budget.
    - 6. October 16<sup>th</sup> meeting will include the Board’s approval of 2014 Proposed Budget.

**DUGAN MOTIONED TO APPROVE THE 2013 SCHEDULE OF BOARD MEETING DATES, TIMES, AND LOCATIONS PER CORRECTIONS. CASSAL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

b. 2013 Board of Directors Election – Update

- i. Bruce Cassal, Sub-Area I, will be succeeded by Lance Eberle who ran unopposed.
- ii. John Schell, Sub-Area IV, ran unopposed.
- iii. Congratulations to Eberle and Schell. They will be sworn in at the February Annual Meeting.

c. Winter Drawdown – Update

- i. We have achieved a six foot drawdown.
- ii. Several stumps have been marked that are in the lake proper and in the barge’s main boating lane.

d. Board Approval: 2013 Agreements

- i. Schell Marina, LLC – Marina/Club Agreement
  - 1. Tabled till the January meeting due to no majority.
- ii. Schell Marina, LLC – Service Agreement, Sale of Boat Permits
  - 1. Tabled till the January meeting due to no majority.
- iii. First Insurance Group – Insurance Services Agreement
  - 1. Corrections: “First Insurance is to provide notice to the LLC Board of any premium changes throughout the term of the Agreement” has been added to section 4 of the contract.
- iv. Watkins Accounting – Accounting Services Agreement
- v. Andrews, Harrell, Mann, Carmin, Parker P.C. – Legal Services Agreement

**THRASHER MOTIONED TO APPROVE THE FIRST INSURANCE GROUP AGREEMENT PER CORRECTIONS. CASSAL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**CASSAL MOTIONED TO APPROVE THE WATKINS ACCOUNTING SERVICES AGREEMENT, AND ANDREWS, HARRELL, MANN, CARMIN, PARKER P.C., LEGAL SERVICES AGREEMENT. THRASHER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- e. 2013 Vegetation Control – DNR LARE Grant Proposal
  - i. LARE has treated the LLCD well over the years. The grant asked for \$100,000.00 in order to treat the large milfoil bed covering the bay East of Reed Point.
- f. 2010/2011 Audit
  - i. The State Board of Accounts is auditing our books for 2010 and 2011. Friesel was treasurer in those years.

#### **VII. Dredging Study Group – Update**

- a. This discussion has been tabled to some degree due to three board members being absent.
- b. Thrasher compiled a list of goals for the dredging study group to cover and elaborate on. Thrasher also asked that the LLCD office to facilitate any upcoming meetings.

#### **VIII. Public Comment**

- a. Les Wadzinski (5) thanked the LLCD for the Canada Goose presentation.
- b. Ron Thrasher (7) commented about the drawdown potentially being ineffective because a deep freeze is unlikely.
- c. Carol Frerichs, Donald Brush's Mother (7), asked if there is anything we can do about the lotus affecting the area South of the Chitwood Channel.
- d. Thrasher asked if the office keeps track of how many times an annual permit holder launches at the lake.
  - i. The office does not keep track of this number.

#### **IX. New Business / Correspondence for Future Agenda (Schell)**

- a. Next Board Meeting – January 16, 2013

#### **X. Adjournment**

**CASSAL MOTIONED TO ADJOURN THE DECEMBER 19<sup>TH</sup> BOARD OF DIRECTORS MEETING. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED. MEETING ADJOURNED AT 6:37 P.M.**

**Respectfully Submitted,**

**James Van Tassel**

**Board Recorder**

## LLCD NOVEMBER 2012 FINANCIAL HIGHLIGHTS

### INCOME: \$1,814

Watercraft/Launch Permits	\$1658
Interest	84
Grants/Donations	72

### EXPENSES: \$34,172

Salary/Benefits	\$8,665
Water testing	1,815
Spillway Repairs	13,969
Dam/Spillway Inspection	2,883
Gas/Diesel	4,214

### INVESTMENTS: \$334,362

General CD	\$216,009
PSB Checking	50,721
Cumulative Maint. CD	66,745
Savings Acct.	587
Petty Cash/Change fund	300



**LAKE LEMON CONSERVANCY**  
**Financial Statements**

**For the Period Ending**

**January 1, 2012 thru November 30, 2012**

**(UNAUDITED)**

**Watkins Accounting**  
**113 E. 19<sup>th</sup> Street**  
**Bloomington, IN 47408**

## LAKE LEMON CONSERVANCY

I have compiled the accompanying balance sheet for LAKE LEMON CONSERVANCY as of November 30, 2012 and the related statements of income for the period then ended, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statements of retained earnings and cash flows required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Shirley Watkins, CPA  
December 10, 2012

12:13 PM

12/10/12

Accrual Basis

## LAKE LEMON CONSERVANCY

## Balance Sheet

As of November 30, 2012

	<u>Nov 30, 12</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	50,721.18
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	66,745.36
1050 · Savings Account	587.09
Total Checking/Savings	<u>334,362.48</u>
Total Current Assets	334,362.48
Fixed Assets	
1510 · Trucks	110,251.25
1520 · Other Asset	35,350.00
1550 · Boats	209,750.00
1680 · Other Fixed Assets	99,501.66
Total Fixed Assets	<u>454,852.91</u>
<b>TOTAL ASSETS</b>	<u><b>789,215.39</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,492.35
2020 · State & Co. Withholding Payable	297.92
Total Other Current Liabilities	<u>1,790.27</u>
Total Current Liabilities	1,790.27
Long Term Liabilities	
2800 · Long Term Notes-Net of Current	110,469.41
Total Long Term Liabilities	<u>110,469.41</u>
Total Liabilities	112,259.68
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	569,873.33
3050 · Encumbered Fund	55.00
3060 · Cumulative Maintenance Fund	38,441.47
Net Income	-32,787.75
Total Equity	<u>676,955.71</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>789,215.39</b></u>

12:12 PM

12/10/12

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**November 2012**

	Nov 12	Jan - Nov 12
<b>Income</b>		
4000 · Watercraft Permits	1,463.00	110,896.00
4010 · Launch Fees	195.00	20,249.00
4020 · Marina & Club Fees	0.00	10,506.50
4030 · Sublease & Access Fees	0.00	26,565.00
4040 · Property Tax - Brown Co.	0.00	37,973.36
4050 · Property Tax -Monroe Co.	0.00	113,417.10
4060 · Interest	83.97	2,251.50
4070 · Grants & Donations	72.00	5,896.63
4080 · Fishing Tournament	0.00	1,025.00
4090 · Park Reservations	0.00	5,400.00
4100 · Park Admission Fees	0.00	29,315.00
4120 · Other Income	0.00	16.15
<b>Total Income</b>	<b>1,813.97</b>	<b>363,511.24</b>
<b>Expense</b>		
6000 · Manager	4,492.76	49,420.36
6010 · FICA	512.69	10,210.99
6020 · State Unemployment Tax	0.00	349.05
6030 · Retirement	0.00	8,086.30
6040 · Health Insurance	1,450.08	15,481.00
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	0.00	14,101.75
6090 · Park Maintenance Technician	0.00	3,083.50
6100 · Lake Patrol	0.00	2,652.00
6110 · Lake Biologist	1,155.00	19,356.00
6111 · Dredger	0.00	20,349.00
6112 · Dredger (Other)	748.00	11,211.50
6113 · Assistant Dredger	0.00	8,848.50
6114 · Assistant Dredger (Other)	306.00	4,454.00
6120 · Season & Launch Permits	0.00	971.98
6130 · Daily Permits	0.00	199.82
6140 · Receipt/Tickets Books	0.00	548.82
6150 · Checks	0.00	102.70
6160 · Printer, Copier & Computer Supp	0.00	332.09
6170 · Miscellaneous-Other	23.98	1,390.60
6180 · Postage	42.72	1,166.24
6190 · General Business Supplies	0.00	893.40
6200 · Regular Gas	1,135.99	4,931.24
6210 · Diesel	3,077.69	17,420.59
6240 · Building & Grounds	42.42	3,984.19
6250 · Boat/Weed Harvester/Truck	126.14	1,774.07
6251 · Dredging Supplies	64.24	9,233.88
6252 · Rip Rap/Erosion Control	0.00	1,441.56
6280 · Radio/Communication Equipment	0.00	557.50
6290 · Signs & Nautical Markers	0.00	2,216.00
6300 · Accounting Services	450.00	4,950.00
6310 · Grass	0.00	10,875.00
6320 · Attorney	0.00	2,307.79
6330 · Consulting Engineer	0.00	560.00
6350 · Other Prof/Secretarial Service	0.00	520.00
6370 · Phone, LDT, Pager, E-Mail	234.68	2,935.95
6380 · Travel	0.00	140.00
6410 · Subscriptions	96.00	329.55
6420 · Newsletter	0.00	611.02
6430 · Ads	77.93	308.21
6440 · Other	17.80	1,151.64
6450 · Insurance	0.00	38,721.00
6460 · Electric	378.95	4,393.37
6470 · Water	42.14	550.31
6480 · Trash	153.65	1,082.19
6490 · Port-O-Lets	460.00	2,100.00
6500 · Pump Holding Tank	0.00	200.00
6510 · Building & Grounds Expense	0.00	3,891.47
6520 · Boat	350.50	1,482.50
6541 · Dredging Equipment Maintenance	0.00	6,228.49

12:12 PM

12/10/12

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**November 2012**

	<u>Nov 12</u>	<u>Jan - Nov 12</u>
6542 • Equipment Rental	0.00	1,000.00
6560 • Water Testing	1,815.00	3,922.89
6570 • Lake Weed Treatment	0.00	53,264.60
6600 • 6% Marina Permit Sales	65.52	2,339.16
6620 • Dam/Spillway Inspection	2,883.00	2,883.00
6630 • Spillway Repairs	13,969.21	13,969.21
6661 • Disposal Site Preparation	0.00	5,845.26
6670 • Debt Service (Dredging Equip.)	0.00	5,992.75
6680 • Other Services and Charges	0.00	1,212.00
6681 • Fireworks	0.00	6,500.00
<b>Total Expense</b>	<u>34,172.09</u>	<u>396,298.99</u>
<b>Net Income</b>	<u><u>-32,358.12</u></u>	<u><u>-32,787.75</u></u>

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended November 30, 2012**

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	Positive (Negative) Budget Variance
<b>REVENUES</b>				
4000 Watercraft Permits	\$ 1,463.00	110,896.00	\$ 100,000.00	\$ 10,896.00
4010 Launch Fees	195.00	20,249.00	15,000.00	\$ 5,249.00
4020 Marina & Club Fees	-	10,506.50	8,000.00	\$ 2,506.50
4030 Sublease & Lake Access Fees	-	26,565.00	26,000.00	\$ 565.00
4040 Property Tax - Brown Co.	-	37,973.36	60,000.00	\$ (22,026.64)
4050 Property Tax - Monroe Co.	-	113,417.10	190,000.00	\$ (76,582.90)
4060 Interest	83.97	2,251.50	2,000.00	\$ 251.50
4070 Grants & Donations	72.00	5,896.63	6,000.00	\$ (103.37)
4080 Fishing Tournament	-	1,025.00	700.00	\$ 325.00
4090 Park Reservations	-	5,400.00	4,500.00	\$ 900.00
4100 Park Admission Fees	-	29,315.00	24,000.00	\$ 5,315.00
4110 Concessions	-	-	-	\$ -
4120 Other	-	16.15	-	\$ 16.15
4130 Dredging/Rip-Rap Income	-	-	10,000.00	\$ (10,000.00)
4140 Dredging Equipment Loan Proceeds	-	-	-	\$ -
<b>TOTAL REVENUES</b>	<b>1,813.97</b>	<b>363,511.24</b>	<b>446,200.00</b>	<b>(82,688.76)</b>
<b>EXPENDITURES</b>				
<b>WAGES &amp; BENEFITS</b>				
<b>SALARIES &amp; BENEFITS</b>				
6000 Manager	4,492.76	49,420.36	53,913.00	4,492.64
6010 FICA	512.69	10,210.99	10,753.00	542.01
6020 State Unemployment Tax	-	349.05	360.00	10.95
6030 Retirement	-	8,086.30	8,200.00	113.70
6040 Health Insurance	1,450.08	15,481.00	16,200.00	719.00
6050 Life Insurance	-	1,263.00	1,265.00	2.00
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>6,455.53</b>	<b>84,810.70</b>	<b>90,691.00</b>	<b>5,880.30</b>
<b>HOURLY WAGES</b>				
6070 Gate Keeper	-	14,101.75	15,000.00	898.25
6080 Seasonal Labor	-	-	-	-
6090 Park Maintenance Technician	-	3,083.50	5,600.00	2,516.50
6100 Lake Patrol	-	2,652.00	4,800.00	2,148.00
6110 Lake Biologist	1,155.00	19,356.00	24,000.00	4,644.00
6111 Dredger	-	20,349.00	20,400.00	51.00
6112 Dredger(Other)	748.00	11,211.50	5,100.00	(6,111.50)
6113 Assistant Dredger	-	8,848.50	10,200.00	1,351.50
6114 Assistant Dredger(Other)	306.00	4,454.00	2,550.00	(1,904.00)
<b>TOTAL HOURLY WAGES</b>	<b>2,209.00</b>	<b>84,056.25</b>	<b>87,650.00</b>	<b>3,593.75</b>
<b>GRAND TOTAL WAGES &amp; BENEFITS</b>	<b>8,664.53</b>	<b>168,866.95</b>	<b>178,341.00</b>	<b>9,474.05</b>
<b>SUPPLIES</b>				
<b>OFFICE SUPPLIES</b>				
6120 Season & Launch Permits	-	971.98	1,000.00	28.02
6130 Daily Permits	-	199.82	200.00	0.18
6140 Receipt/Ticket Books	-	548.82	400.00	(148.82)
6150 Checks	-	102.70	300.00	197.30
6160 Printer, Copier & Computer Sup	-	332.09	500.00	167.91
6170 Miscellaneous/Other	23.98	1,390.60	800.00	(590.60)
6180 Postage	42.72	1,166.24	1,300.00	133.76
6190 General Business Supplies	-	893.40	500.00	(393.40)
<b>TOTAL OFFICE SUPPLIES</b>	<b>66.70</b>	<b>5,605.65</b>	<b>5,000.00</b>	<b>(605.65)</b>
<b>OPERATING SUPPLIES</b>				
6200 Regular Gas	1,135.99	4,931.24	4,000.00	(931.24)
6210 Diesel, Oil, Grease	3,077.69	17,420.59	10,000.00	(7,420.59)
6220 Janitorial Supplies	-	-	-	-
6230 Medical Supplies	-	-	-	-
<b>TOTAL OPERATING SUPPLIES</b>	<b>4,213.68</b>	<b>22,351.83</b>	<b>14,000.00</b>	<b>(8,351.83)</b>
<b>REPAIR &amp; MAINTENANCE SUPPLIES</b>				
6240 Building & Grounds	42.42	3,984.19	3,000.00	(984.19)
6250 Boats, Trucks	126.14	1,774.07	2,000.00	225.93
6251 Dredging Supplies	64.24	9,233.88	4,000.00	(5,233.88)
6252 Rip Rap/Erosion Control	-	1,441.56	10,000.00	8,558.44
<b>TOTAL REPAIR &amp; MAINT SUPPLIES</b>	<b>232.80</b>	<b>16,433.70</b>	<b>19,000.00</b>	<b>2,566.30</b>

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended November 30, 2012**

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	Positive (Negative) Budget Variance
<b>OTHER SUPPLIES</b>				
6260 Uniforms			200.00	200.00
6270 Boat Equipment	-	-	-	-
6280 Radio Equipment	-	557.50	1,000.00	442.50
6290 Signs & Nautical Markers		2,216.00	2,000.00	(216.00)
<b>TOTAL OTHER SUPPLIES</b>	-	2,773.50	3,200.00	426.50
<b>GRAND TOTAL SUPPLIES</b>	<b>4,513.18</b>	<b>47,164.68</b>	<b>41,200.00</b>	<b>(5,964.68)</b>
<b>SERVICES &amp; OTHER CHARGES</b>				
<b>PROFESSIONAL SERVICES</b>				
6300 Accounting Services	450.00	4,950.00	5,400.00	450.00
6310 Grass	-	10,875.00	10,875.00	-
6320 Attorney	-	2,307.79	6,000.00	3,692.21
6325 Fish Management Survey			-	-
6330 Consulting Engineers	-	560.00	4,000.00	3,440.00
6350 Other Services	-	520.00	500.00	(20.00)
<b>TOTAL PROFESSIONAL SERVICES</b>	450.00	19,212.79	26,775.00	7,562.21
<b>COMMUNICATION &amp; TRANSPORTATION</b>				
6370 Phone, LDT, Pager, Voice Mail	234.68	2,935.95	3,400.00	464.05
6380 Travel		140.00	-	(140.00)
6390 Hotel		-	-	-
6400 Meals		-	-	-
6410 Subscriptions/Memberships	96.00	329.55	300.00	(29.55)
<b>TOTAL COMMUNICATION &amp; TRANSPORTATION</b>	330.68	3,405.50	3,700.00	294.50
<b>PRINTING &amp; ADVERTISING</b>				
6420 Newsletter		611.02	800.00	188.98
6430 Ads(Legal Notices)	77.93	308.21	300.00	(8.21)
6440 Ballots & Other Printing	17.80	1,151.64	1,500.00	348.36
<b>TOTAL PRINTING &amp; ADVERTISING</b>	95.73	2,070.87	2,600.00	529.13
<b>INSURANCE</b>				
6450 Liab, Bldg, Equip, Work Comp	-	38,721.00	43,000.00	4,279.00
<b>TOTAL INSURANCE</b>	-	38,721.00	43,000.00	4,279.00

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended November 30, 2012**

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	Positive (Negative) Budget Variance
<b>UTILITY SERVICES</b>				
6460 Electric	378.95	4,393.37	5,000.00	606.63
6470 Water	42.14	550.31	600.00	49.69
6480 Trash	153.65	1,082.19	1,000.00	(82.19)
6490 Port-O-Lets	460.00	2,100.00	2,200.00	100.00
6500 Pump Holding Tank	-	200.00	600.00	400.00
<b>TOTAL UTILITY SERVICES</b>	<b>1,034.74</b>	<b>8,325.87</b>	<b>9,400.00</b>	<b>1,074.13</b>
<b>REPAIR &amp; MAINTENANCE</b>				
6510 Building & Grounds	-	3,891.47	4,000.00	108.53
6520 Boat & Harvester	350.50	1,482.50	1,000.00	(482.50)
6530 Truck	-	-	1,500.00	1,500.00
6540 Sluice Gate Inspection	-	-	2,600.00	2,600.00
6541 Dredging Equipment	-	6,228.49	7,000.00	771.51
6542 Equipment Rental	-	1,000.00	3,000.00	2,000.00
<b>TOTAL REPAIR &amp; MAINTENANCE</b>	<b>350.50</b>	<b>12,602.46</b>	<b>19,100.00</b>	<b>6,497.54</b>
<b>DEBT SERVICE</b>				
6550 Operating Loan	-	-	-	-
<b>TOTAL DEBT SERVICE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
6560 Water Testing	1,815.00	3,922.89	3,800.00	(122.89)
6570 Lake Weed Treatment	-	53,264.60	50,000.00	(3,264.60)
6580 Erosion Control/Matching Funds	-	-	-	-
6590 Contingency Funds 10%	-	-	5,000.00	5,000.00
6600 6% Marina Permit Sales	65.52	2,339.16	2,300.00	(39.16)
6610 Cumulative Maintenance Fund	-	-	-	-
6620 Dam/Spillway Inspection	2,883.00	2,883.00	4,000.00	1,117.00
6630 Spillway Repairs (Cum Maint Fund)	13,969.21	13,969.21	15,000.00	1,030.79
6640 Soil Testing IDEM	-	-	-	-
6660 Dredging Engineering	-	-	-	-
6661 Disposal Site Preparation	-	5,845.26	-	(5,845.26)
6662 Debt Service - Dredging Loan	-	40,007.25	46,000.00	5,992.75
6663 Silt Container, Barge Assembly etc	-	-	-	-
6670 Debt Service (Dredging Loan-Int.)	-	5,992.75	-	(5,992.75)
6680 Other Services and Charges	-	1,212.00	2,000.00	788.00
6681 Fireworks	-	6,500.00	6,500.00	-
6682 Ramp Repairs	-	-	-	-
<b>TOTAL OTHER SERVICE &amp; CHGS</b>	<b>18,732.73</b>	<b>135,936.12</b>	<b>134,600.00</b>	<b>(1,336.12)</b>
<b>GRAND TOTAL SERVICES &amp; CHARGES</b>	<b>20,994.38</b>	<b>220,274.61</b>	<b>239,175.00</b>	<b>18,900.39</b>
<b>OTHER CAPITAL OUTLAYS</b>				
<b>MACHINERY &amp; EQUIPMENT</b>				
6690 Office Equipment	-	-	0.00	-
6700 Computer Equip.	-	-	0.00	-
6701 Barge	-	-	0.00	-
6702 Push Boat	-	-	0.00	-
6703 Excavator & Buckets	-	-	0.00	-
6704 Off Road Truck	-	-	0.00	-
6705 Utility Truck	-	-	0.00	-
6706 Bulldozer	-	-	0.00	-
6710 Boat Dock	-	-	-	-
6720 Utility Vehicle	-	-	-	-
6730 Patrol Boat	-	-	-	-
<b>TOTAL MACHINERY &amp; EQUIPMENT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER CAPITAL OUTLAYS</b>				
6730 Patrol Boat/Trailer	-	-	-	-
6740 Weed Harvester	-	-	-	-
6750 Truck Payments 12 mos.	-	-	-	-
6760 Other Capital Outlays	-	-	-	-
<b>TOTAL OTHER CAPITAL OUTLAYS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL CAPITAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES BUDGET</b>	<b>34,172.09</b>	<b>436,306.24</b>	<b>458,716.00</b>	<b>22,409.76</b>
<b>Excess Expenditures over Revenue</b>	<b>\$ (32,358.12)</b>	<b>\$ (72,795.00)</b>	<b>\$ (12,516.00)</b>	<b>\$ (60,279.00)</b>





# Lake Lemon Conservancy District

Date: November 31, 2012

## ALLOWANCE OF VOUCHERS

Tina Thrasher  
Treasurer

### (Report of Claims)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 6 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$32,381.82

Dated this 19<sup>th</sup> day of December, 2012

### Signature of Governing Board



JOHN SCHELL, CHAIRMAN



BRUCE CASSAL, VICE-CHAIR



TINA THRASHER, TREASURER

TIM SPECHT, Sub-Area II

KRISTIN SPICKELMIER, Sub-Area III

DENNIS FRIESEL, Sub-Area V



PAM DUGAN, Sub-Area VI

12:03 PM

12/10/12

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 November 2012

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2408	11/6/2012	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	2409	11/6/2012	MONROE TUFF-JON		1000 · Peoples Sta...		-304.00
				6490 · Port-O-Lets		-304.00	304.00
TOTAL						-304.00	304.00
Check	2410	11/6/2012	BROWN CO DEM...		1000 · Peoples Sta...		-16.77
				6430 · Ads		-16.77	16.77
TOTAL						-16.77	16.77
Check	2411	11/6/2012	BLOOMINGTON H...		1000 · Peoples Sta...		-30.93
				6240 · Building & G...		-30.93	30.93
TOTAL						-30.93	30.93
Check	2412	11/6/2012	HOOSIER TIMES, I...		1000 · Peoples Sta...		-61.16
				6430 · Ads		-61.16	61.16
TOTAL						-61.16	61.16
Check	2413	11/6/2012	DLZ		1000 · Peoples Sta...		-1,758.00
				6620 · Dam/Spillwa...		-1,758.00	1,758.00
TOTAL						-1,758.00	1,758.00
Check	2414	11/6/2012	INDIANA UNIVERS...		1000 · Peoples Sta...		-1,815.00
				6560 · Water Testing		-1,815.00	1,815.00
TOTAL						-1,815.00	1,815.00
Check	2415	11/6/2012	STAPLES CREDIT ...		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00

12:03 PM

12/10/12

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2012**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2415	11/6/2012	STAPLES CREDIT ...		1000 · Peoples Sta...		-41.78
					6170 · Miscellaneous...	-23.98	23.98
					6440 · Other	-17.80	17.80
TOTAL						-41.78	41.78
Check	2416	11/12/2012	NAPA AUTO PARTS		1000 · Peoples Sta...		-289.44
					6210 · Diesel	-87.57	87.57
					6240 · Building & G...	-11.49	11.49
					6250 · Boat/Weed ...	-126.14	126.14
					6251 · Dredging Su...	-64.24	64.24
TOTAL						-289.44	289.44
Check	2417	11/12/2012	ALL ABOUT BOATS		1000 · Peoples Sta...		-350.50
					6520 · Boat	-350.50	350.50
TOTAL						-350.50	350.50
Check	2418	11/12/2012	KNIGHT TRASH R...		1000 · Peoples Sta...		-10.00
					6480 · Trash	-10.00	10.00
TOTAL						-10.00	10.00
Check	2419	11/12/2012	SCI REMC		1000 · Peoples Sta...		-34.00
					6460 · Electric	-34.00	34.00
TOTAL						-34.00	34.00
Check	2420	11/12/2012	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	2421	11/12/2012	REPUBLIC SERVI...		1000 · Peoples Sta...		-143.65
					6480 · Trash	-143.65	143.65
TOTAL						-143.65	143.65

12:03 PM

12/10/12

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 November 2012

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2424	11/16/2012	VISA		1000 · Peoples Sta...		-232.31
					6180 · Postage	-42.72	42.72
					6200 · Regular Gas	-189.59	189.59
TOTAL						-232.31	232.31
Check	2425	11/16/2012	COMCAST CABLE		1000 · Peoples Sta...		-199.78
					6370 · Phone, LDT,...	-199.78	199.78
TOTAL						-199.78	199.78
Check	2426	11/16/2012	SCHELL MARINA, ...		1000 · Peoples Sta...		-65.52
					6600 · 6% MarinaP...	-65.52	65.52
TOTAL						-65.52	65.52
Check	2427	11/19/2012	CDS CONSTRUCTI...		1000 · Peoples Sta...		-13,969.21
					6630 · Spillway Rep...	-13,969.21	13,969.21
TOTAL						-13,969.21	13,969.21
Check	2428	11/19/2012	VERIZON WIRELE...		1000 · Peoples Sta...		-34.90
					6370 · Phone, LDT,...	-34.90	34.90
TOTAL						-34.90	34.90
Check	2429	11/19/2012	ANTHEM BLUE CR...		1000 · Peoples Sta...		-1,450.08
					6040 · Health Insur...	-1,450.08	1,450.08
TOTAL						-1,450.08	1,450.08
Check	2430	11/19/2012	SCI REMC		1000 · Peoples Sta...		-344.95
					6460 · Electric	-344.95	344.95
TOTAL						-344.95	344.95

12:18 PM

12/10/12

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2012**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2431	11/28/2012	DLZ		1000 · Peoples Sta...		-1,125.00
					6620 · Dam/Spillwa...	-1,125.00	1,125.00
TOTAL						-1,125.00	1,125.00
Check	2432	11/28/2012	INDIANA PARKS &...		1000 · Peoples Sta...		-96.00
					6410 · Subscriptions	-96.00	96.00
TOTAL						-96.00	96.00
Check	2433	11/28/2012	MONROE TUFF-JON		1000 · Peoples Sta...		-156.00
					6490 · Port-O-Lets	-156.00	156.00
TOTAL						-156.00	156.00
Check	2438	11/30/2012	VOID		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00
Check	2441	11/30/2012	WHITE RIVER CO-...		1000 · Peoples Sta...		-3,936.52
					6200 · Regular Gas	-946.40	946.40
					6210 · Diesel	-2,990.12	2,990.12
TOTAL						-3,936.52	3,936.52

*Total November*

26,957.64

4:25 PM

12/10/12

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
**November 2012**

	Goshorn, Gregory G			MADDEN, ROBERT E			VanTassel, James P			WARTHAN, LEVI R	
	Hours	Rate	Nov 12	Hours	Rate	Nov 12	Hours	Rate	Nov 12	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>											
Gross Pay											
Salary			0.00			4,492.76			0.00		
HOURLY PAY-6110			0.00			0.00	82.5	14.00	1,155.00		
Reg.Pay-6111			0.00			0.00			0.00		34.00
Reg.Pay-6112			0.00			0.00			0.00	22	34.00
Reg.Pay-6114	18	17.00	306.00			0.00			0.00		
Reg.Pay 6113		17.00	0.00			0.00		17.00	0.00		
Total Gross Pay	18		306.00			4,492.76	82.5		1,155.00	22	
Deductions from Gross Pay											
Insurance			0.00			0.00			0.00		
Total Deductions from Gross Pay			0.00			0.00			0.00		
Adjusted Gross Pay	18		306.00			4,492.76	82.5		1,155.00	22	
Taxes Withheld											
Federal Withholding			0.00			-510.00			-34.00		
Medicare Employee			-4.44			-65.15			-16.75		
Social Security Employee			-12.85			-188.70			-48.51		
IN - Withholding			-10.40			-152.76			-39.27		
Hamilton Co			0.00			0.00			-11.56		
Monroe Co.			0.00			-46.72			0.00		
Owen co			-3.98			0.00			0.00		
Total Taxes Withheld			-31.67			-963.33			-150.09		
Net Pay	18		274.33			3,529.43	82.5		1,004.91	22	
<b>Employer Taxes and Contributions</b>											
Federal Unemployment			1.84			0.00			0.00		
Medicare Company			4.44			65.15			16.75		
Social Security Company			18.97			278.55			71.61		
IN - Unemployment Company			1.65			0.00			0.25		
Total Employer Taxes and Contributions			26.90			343.70			88.61		

**Motion to Transfer Funds  
2012 LLCD Budget  
12/19/12**

Transfer (\$9,080.00): \$7,960.00 from account 6252 (Rip Rap/Erosion Control) and \$1,120 from account 6542 (Equipment Rental) to:

Account Number	Account Title	Transfer Amount
6140	Receipt/Ticket Books	\$150.00
6170	Miscellaneous/Other	\$600.00
6190	General Business Supplies	\$430.00
6240	Building and Grounds Supply	\$1,000.00
6251	Dredging Supplies	\$5,250.00
6290	Signs & Nautical Markers	\$225.00
6350	Other Services	\$550.00
6380	Travel	\$150.00
6410	Subscriptions/Memberships	\$125.00
6430	Ads (Legal Notice)	\$10.00
6480	Trash	\$90.00
6520	Boat & Harvester	\$500.00
<b>TOTAL</b>		<b>\$9,080.00</b>

Transfer (\$8,450.00): \$3,500.00 from account 6320 (Attorney) and \$4,250.00 from account 6450 (Insurance) and \$700.00 from account 6680 (Other Services and Charges) to:

Account Number	Account Title	Transfer Amount
6200	Regular Gas	\$1,025.00
6210	Diesel, Oil, Grease	\$7,425.00
<b>TOTAL</b>		<b>\$8,450.00</b>

Transfer \$3,400.00 from account 6330 (Consulting Engineers) to:

Account Number	Account Title	Transfer Amount
6560	Water Testing	\$125.00
6570	Lake Weed Treatment	\$3,275.00
<b>TOTAL</b>		<b>\$3,400.00</b>

Transfer (\$6,395.00): \$1,395.00 from account 6530 (Truck) and \$5,000.00 from account 6590 (Contingency Funds 10%) to:

Account Number	Account Title	Transfer Amount
6600	6% Marina Permit Sales	\$45.00
6661	Disposal Site Prep	\$5,850.00
6620	Dam/Spillway Inspection	\$500.00
<b>TOTAL</b>		<b>\$6,395.00</b>

Transfer \$5,992.75 from account 6662 (Debt Service – Dredging Loan) to:

Account Number	Account Title	Transfer Amount
6670	Debt Service – Dredging Loan-Int	\$5,992.75
<b>TOTAL</b>		<b>\$5,992.75</b>

Transfer (\$12,960): \$850.00 from account 6070 (Gate Keeper) and \$2,500.00 from account 6090 (Park Maintenance Technician) and \$2,100.00 from account 6100 (Lake Patrol) and \$3,000.00 from account 6110 (Lake Biologist) and \$1,300.00 from account 6113 (Assistant Dredger) and \$2,500.00 from account 6540 (Sluice Gate Inspection) and \$710.00 from account 6630 (Spillway Repairs) to:

Account Number	Account Title	Transfer Amount
6040	Health Insurance	\$750.00
6112	Dredger (Other)	\$10,300.00
6114	Assistant Dredger (Other)	\$1,910.00
<b>TOTAL</b>		<b>\$12,960.00</b>



**Motion to Transfer Funds  
Additional Transfer  
2012 LLCD Budget  
12/19/12**

Transfer \$395.00 from account 6500 (Pump Holding Tank) to:

Account Number	Account Title	Transfer Amount
6510	Building/Grounds Repair	\$395.00
<b>TOTAL</b>		<b>\$395.00</b>

Transfer \$65.00 from account 6030 (Retirement) to:

Account Number	Account Title	Transfer Amount
6010	FICA	\$65.00
<b>TOTAL</b>		<b>\$65.00</b>



## *Lake Lemon Conservancy District*

December 19, 2012

### **Motion to Renew Certificate of Deposit**

<b>Certificate #</b>	<b>Amount</b>	<b>Term</b>	<b>Renewal Date</b>	<b>Fund</b>
371016988	\$6,062.73	24 Months	12/30/12	Cumulative Maintenance

Interest Rate: 0.65 %: \$6,062.73 (Interest Paid Quarterly into Savings Account)

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>COVERAGE SPEC SHEET</b></p>
---

<b>Property Coverage (All per location unless otherwise indicated)</b>	<b>Limit</b>
<i>provided through Bliss-McKnight</i>	
Buildings	\$144,973
Business Personal Property	\$10,709
Deductible (self-insured retention - apply to all coverages)	\$500
Agreed Value	No
Coinsurance	80%
Special Cause of Loss	Included
Replacement Cost	Included
Terrorism Risk	Included
Earthquake/Deductible	Excluded
Flood/Deductible	Excluded
Footings & Foundations	Excluded
<i>Business Income</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000
Building glass - insured as part of building	Included
Change in temperature/humidity as a result of covered loss	Excluded
Off premises utility services (water, communication, power supply)	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000
Fine Arts	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000
Underground Property	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>
Ordinance of Law	
Loss to undamaged portion of building	Excluded
Demolition and increased cost construction	Excluded
Outdoor property (trees, shrubs & plants)	\$10,000
Paved Surfaces	Excluded
<i>Personal Effects (\$1,000 theft limit)</i>	<i>\$25,000</i>
<i>Pollutant clean up and Removal</i>	<i>\$25,000</i>
Property Off Premises	\$10,000
<i>Property in Transit</i>	<i>\$25,000</i>
Premises Boundary	100 Feet

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>COVERAGE SPEC SHEET</b></p>
---

**Signs**

Attached to building - insured as part of building	Included
Not attached to building	\$1,000
Trailers (non-owned - detached)	\$5,000
Valuable Papers	\$25,000

**Crime Coverage**

*provided through Cincinnati Insurance Company*

Employee Dishonest/Agents of Association & Directors or Officers	\$100,000
Forgery or Alteration	Excluded
Money & Securities	\$10,000

**Contractor's Equipment**

*provided through Bliss-McKnight*

Mobile & Contractors Equipment	\$413,619
--------------------------------	-----------

**Commercial General Liability Coverage**

*provided by Bliss-McKnight*

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Product Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$50,000
Medical Payments	No Coverage
Employee Benefit Liability - per Occurrence	No Coverage
Employee Benefit Liability - Aggregate	No Coverage
Errors or Omissions Liability - per Occurrence	\$1,000,000
Errors or Omissions Liability - Aggregate	\$1,000,000
Errors or Omissions - Deductible	\$2,500
Civil Rights Liability - per Occurrence	\$1,000,000
Civil Rights Liability - Aggregate	\$1,000,000
Civil Rights Liability	\$2,500
Incidental Lifesaving & Rescue Services	Included

**Directors & Officers Coverage**

*provided by Cincinnati Insurance*

Directors & Officers Liability - in aggregate	\$1,000,000
Directors & Officers Employment Practices Liability - in aggregate	\$1,000,000
Directors & Officers Liability - Deductible	\$2,500

<b>LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET</b>
--

**Commercial Auto***provided through Bliss-McKnight*

Liability Symbol	1
Liability Limits	\$1,000,000
Uninsured Motorist	\$1,000,000
Underinsured Motorist	\$1,000,000
Medical Payments	No Coverage
Comp/Collision Deductible	\$250/\$500

**Commercial Umbrella Liability Coverage***provided through Cincinnati Insurance Company*

Liability Limit	\$3,000,000
-----------------	-------------

**Workers Compensation Coverage***provided through Bliss-McKnight*

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>Statement of Values</b></p>
---

<u>LOCATION</u>	<u>BUILDING</u>	<u>CONTENTS</u>
7599 N. Tunnel Rd. Unionville, IN (Office)	\$63,654	\$10,709
7599 N. Tunnel Rd. Unionville, IN (Gate House)	\$5,305	\$0
7599 N. Tunnel Rd. Unionville, IN (Storage)	\$25,133	\$0
7599 N. Tunnel Rd. Unionville, IN (Club House)	\$34,967	\$0
7599 N. Tunnel Rd. Unionville, IN (Rest Rooms)	\$15,914	\$0
SUB-TOTALS	\$144,973	\$10,709

**LAKE LEMON CONSERVANCY DISTRICT  
AUTO & INLAND MARINE SCHEDULES**

**Auto Schedule**

- 1 1996 GMC Truck
- 2 1991 SLR Trailer #517294
- 3 1998 Boat Trailer #002669
- 4 1999 Ford F450

<b><u>Inland Marine Schedule</u></b>	<b><u>Limit</u></b>
1 2004 John Deere CX Gator	\$3,749
2 1975 Harris 24' Pontoon	\$3,000
3 1993 Yamaha 4 Stroke Motor	\$1,200
4 1996 Sylvan Runabout Boat	\$4,500
5 Misc Accessories for Patrol Boat	\$1,000
6 3 Section Barge	\$144,570
7 Push Boat	\$54,600
8 Caterpillar Articulating Truck	\$85,000
9 Komatsu Excavator	\$88,000
10 Caterpillar D4C Bulldozer	\$28,000

# Lake Lemon Conservancy District

## PREMIUM SUMMARY COMPARISON

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
General Liability	\$18,536	\$20,041	\$18,843	\$19,185
Commercial Property	\$692	\$719	\$773	\$743
Inland Marine	\$3,620	\$5,248	\$4,896	\$5,996
Crime-Position Bond	\$275	\$275	\$275	\$275
Commercial Auto	\$1,382	\$1,782	\$1,718	\$1,718
Worker's Compensation	\$2,650	\$3,362	\$4,209	\$4,625
Commercial Umbrella	\$7,137	\$7,137	\$7,137	\$6,798
Directors & Officers Liability	<u>\$1,107</u>	<u>\$1,240</u>	<u>\$1,116</u>	<u>\$1,116</u>
<b>Total</b>	<b>\$35,399</b>	<b>\$39,804</b>	<b>\$38,967</b>	<b>\$40,456</b>

### NOTES:

1. Dredging operations and equipment was added 4/30/10, therefore the premium was pro-rated in 2010. 2011 reflects a full-year coverages for the equipment and operations.



<b>MARKETING EFFORTS</b>
--------------------------

- 1 Travelers declined due to high risk dam.
- 2 Selective declined, not a market for this type of exposure.
- 3 Burns and Wilcox declined as they are not competitive with Bliss McKnight.
- 4 Arlington Roe declined as they are not competitive with Bliss McKnight.
- 5 PSG declined as they are not competitive with Bliss McKnight.

<b>AGENT NOTES</b>
--------------------

- 1 Bliss McKnight does provide coverage for liability in event of dam failure.
- 2 Equipment floater does cover equipment while waterborne.
- 3 Directors and Officers coverage is for a 3 year term and does not renew until 2014.
- 4 Employment practices coverage is provided through the directors and officers policy.
- 5 Equipment coverage does not provide for retrieval of equipment.

## **Canada Geese**

### **I. Overview**

- a. Federally regulated under the Migratory Bird Treaty Act of 1918
- b. Can live up to 20 or more years
  - i. Few natural predators and little to no hunting
- c. Mate for life, nest in same area year after year
  - i. Average number of eggs is 5-7; 90% of goslings will survive till adult hood
- d. Pros/Cons

### **II. Goose Control (Freeholder approach)**

- a. No simple solution, methods work better when combined.
- b. Don't Feed the Birds
- c. Habitat Modification
  - i. Vegetative Barriers
  - ii. Rock Barriers
  - iii. Fence Barriers
- d. Harassment – Short Term control
  - i. Frighten and discourage geese from using your property.
  - ii. Noise Making devices – whistles, air horns
  - iii. Visual Devices – dogs, sprinklers, leaf blowers
  - iv. Predator decoys

### **III. Goose Control (LLCD approach)**

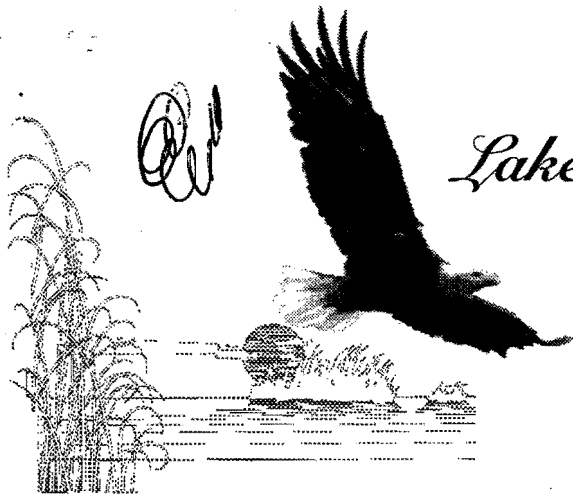
- a. Nest Destruction – Long Term Control
  - i. Very Effective in reducing population
  - ii. Some methods are 90-100% effective
- b. Trapping – Long Term Control
  - i. Done when the geese molt in June or July
- c. Trapping/Relocation

- i. Goslings imprint on the area where they learn to fly
  - ii. Option for those with a public relations concern
- d. Trapping/Euthanizing
  - i. Takes adult breeders out of the population
  - ii. Problem is not moved elsewhere
  - iii. New geese may move into the now available habitat
- e. Hunting – Long Term Control
- f. Health and Safety Permit

#### **IV. Conclusion**

- a. Must use a multi-faceted approach
- b. Don't let the problem get started in an area
- c. Must remove adult breeders to decrease a population
- d. Requires long-term management, not just short-term.
- e. Let your voice be heard in the political arena.

There is no one technique or strategy that can be used every time or everywhere to control nuisance goose problems. Combining the use of several techniques that were listed will greatly improve the effort to deal with human/wildlife conflicts. Resolving a problem requires a management approach and goals from everyone including individuals, homeowners associations, communities and city/town councils. Remember, it is best to use preventative techniques **BEFORE** the nuisance problem gets started in an area. Contractors and developers need to consider future goose problems when planning a site. Once geese are established, it can become very difficult to deter them from a given area, particularly after nesting has begun. Think long-term management, not just short-term.



# *Lake Lemon Conservancy District*

## **Schedule of 2013 Board Meeting Dates, Times, and Locations**

<b>Month</b>	<b>Tentative Agenda Items</b>
6:00 PM, January 16 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Approve Annual Weed Control Contract</li> <li>• Approval of Stone Hauling Agreement for 2013</li> <li>• Appointment of Election Clerks (If Necessary)</li> <li>• Review Dam/Spillway Inspection Report for 2012</li> </ul>
6:00 PM, February 6 <sup>th</sup> ( <b>Annual Meeting</b> ) (Wed) SB*	<ul style="list-style-type: none"> <li>• Board Election</li> <li>• Treasurer's Annual Report for 2012</li> <li>• Manager's Annual Report for 2012</li> <li>• Election of Officers for 2013</li> </ul>
6:00 PM, March 20 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Renew Fireworks Agreement for 2013-2014</li> <li>• Renew Annual Mowing Contract for 2013</li> <li>• Approve Triathlon Special Event Request for 2013</li> <li>• Discuss Lake Debris Removal for 2013</li> <li>• Approve Barge Priorities for 2013</li> <li>• Board Conflict of Interest Signatures for 2013</li> </ul>
6:00 PM, April 17 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Renew IU Water Testing Agreement for 2013-2014</li> <li>• Review Annual Water Testing Results for 2012</li> <li>• Renew "Mechanics" Agreement for Barge Equipment for 2013</li> </ul>
6:00 PM, May 15 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Budget Time Line for 2013</li> </ul>
10:00 AM, June 22 <sup>nd</sup> (Sat) RP**	<ul style="list-style-type: none"> <li>• <b>Annual Picnic</b></li> <li>• Discussion: Upcoming meetings for Freeholder input on 2014 Budget</li> </ul>
10:00 AM, July 20 <sup>th</sup> (Sat) RP**	<ul style="list-style-type: none"> <li>• First Public Discussion of 2014 Proposed Budget</li> </ul>
10:00 AM, August 24 <sup>th</sup> (Sat) RP**	<ul style="list-style-type: none"> <li>• Second Public Discussion of 2014 Proposed Budget</li> </ul>
6:00 PM, September 18 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Public Hearing on 2014 Proposed Budget</li> </ul>
6:00 PM, October 16 <sup>th</sup> (Wed) SB*	<ul style="list-style-type: none"> <li>• Resolution: Adoption of 2014 Annual Budget</li> <li>• Resolution: Statement of Salaries and Wages for 2014</li> </ul>

October Cont.	<ul style="list-style-type: none"> <li>• Resolution: Approval of 2014 Fees and Charges</li> <li>• Announcement of Board of Director's Election for 2014</li> <li>• Winter Drawdown Discussion for 2013-2014</li> </ul>
6:00 PM, December 12 <sup>th</sup> (Wed) SB* <i>THURSDAY</i>	<ul style="list-style-type: none"> <li>• Approval of Surplus Parcel Sublease Agreement for 2014</li> <li>• Renew Clark Land Lease Agreement for 2014 Disposal Site</li> <li>• Resolution: Board Meeting Dates for 2014</li> <li>• Transfer of Funds for 2013 Budget</li> <li>• Marina/Club Agreements for 2014             <ul style="list-style-type: none"> <li>○ Bloomington Yacht Club</li> <li>○ IU Sailing Club</li> <li>○ Schell Marina, LLC</li> </ul> </li> <li>• Riddle Point Park – Property Use Agreements for 2014             <ul style="list-style-type: none"> <li>○ Boys and Girls Club of Bloomington</li> <li>○ Riddle Point Rowing Association, Inc.</li> </ul> </li> <li>• Approve IU Rowing Special Event Request for 2014</li> <li>• Schell Marina – Service Agreement, Sale of Permits for 2014</li> <li>• Renew Insurance, legal, and accounting agreements for 2014</li> </ul>

Note: All Board Meetings will include an approval of previous meeting minutes; a treasurer's report consisting of budget highlights; Report of Claims; and a manager's report.

Some agenda items may be assigned to another scheduled board meeting.

\* Senior Citizens Building

\*\* Riddle Point Park Shelter House



## *Lake Lemon Conservancy District*

### **MARINA/CLUB AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Schell Marina, LLC**, (hereinafter "Marina/Club").

#### **WITNESSETH:**

WHEREAS, the CBU owns certain real estate located in Monroe and Brown Counties, Indiana, which real estate includes Lake Lemon, and which real estate is leased to LLCD; and,

WHEREAS, LLCD is responsible for the operation and management of Lake Lemon, which management includes regulation of lake access and boating operations; and

WHEREAS, the Marina/Club owns real estate adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon for its patrons and pay fees as adopted by the LLCD;

NOW, THEREFORE, in consideration of the recitals and of the respective covenants, representations, warranties and agreements herein contained, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Commercial Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For calendar year 2013, the Marina/Club shall pay fees to LLCD, as follows:
  - a. One Thousand Dollars (\$1,000.00) Commercial Marina Fee; and
  - b. Seventy-five Dollars (\$75.00) per slip for occupied wet boat slips rented to the general public; and

- c. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied PWC slips rented to the general public.
  - d. The fees shall be calculated and paid on a calendar year basis, as follows:
    - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2013.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.



6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.
7. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 19<sup>th</sup> day of December, 2012.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: Bob Madden  
Title: Manager

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **SERVICE AGREEMENT FOR SALE OF BOAT PERMITS**

THIS AGREEMENT is entered into this 19<sup>th</sup> day of December, 2012, by and between the Lake Lemon Conservancy District ("LLCD") and Schell Marina, LLC ("Marina"). 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 offers the sale of annual and daily boat permits for users of Lake Lemon (hereinafter "Permits"). The LLCD hereby retains Marina and Marina agrees to sell annual and daily boat passes in accordance with the terms of this Agreement.
2. Term. The Term shall be from March 23, 2013 to November 10, 2013.
3. Termination. Either party may terminate this Agreement by giving a Thirty (30) day notice to the other party.
4. Payment for Services. Marina is authorized to sell LLCD Permits on a schedule and in an amount as approved by the LLCD Board of Directors and Marina shall earn a six percent (6%) commission on Permits sold. In addition, Marina may assess a service fee for Permits sold, which service fee may be retained by the Marina. The service fee amount must be conspicuously posted and disclosed to purchasers of the Permits and must indicate that the fee is charged and retained by Marina and not the LLCD. LLCD and Marina shall meet periodically at mutually agreed times, throughout the term of the contract to inventory and balance out Permits sold utilizing the Watercraft Permit Records Form. Upon completion of form, Marina shall remit to LLCD the total sum due for all Permits sold. The LLCD shall then remit to Marina the six percent (6%) commission through its standard claims process.
5. Permit Materials. The LLCD shall provide to Marina available Permits, Receipt Books, Boat Registration Cards, and other materials needed in connection with the sale of Permits by Marina, including a copy of Watercraft Permit Records Form. Marina shall complete an LLCD receipt for each Permit(s) Sale.
6. Relationship of the Parties. Marina is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of labor, equipment, tools, and expenses in connection therewith and for any and all

damages that may occur because of Marina'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 Marina as the agent or representative of the LLCD.

7. Liability. The LLCD and Marina acknowledge and agree that Marina assumes all responsibility for any damages or injuries that may result from Marina's performance of services under this Agreement. Marina agrees to indemnify and hold harmless the LLCD from any and all liability for any injuries, damages, loss or claims based upon, arising out of, or in any manner connected with Marina's services provided under this Agreement.

8. Tax Liability. Marina 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 Marina's services under this Agreement. The LLCD shall issue an IRS Form 1099 to Marina for sums paid by this Agreement.

9. 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.

10. Assignment. The Marina's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

11. 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, 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 Marina.

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:**

**Marina:**

By: \_\_\_\_\_  
Its: Manager  
296095/11820-35

\_\_\_\_\_  
Schell Marina, LLC



# *Lake Lemon Conservancy District*

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 19<sup>th</sup> day of December, 2012, by and between the Lake Lemon Conservancy District ("LLCD") First Insurance Group, located at 1405 N. College Avenue, Bloomington, Indiana 47404 ("First Insurance").

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. First Insurance shall provide professional services as an insurance agent for LLCD. Such services shall be provided as requested by LLCD and agreed upon by First Insurance throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2013 to December 31, 2013, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to First Insurance approximately \$40,456.00 in 2013 premiums. First Insurance is to provide notice to the LLCD Board of any premium changes throughout the term of the Agreement.

5. Relationship of the Parties. First Insurance is retained for the purposes and to the extent set forth in this Agreement, and First Insurance's relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by First Insurance under this Agreement (except for expecting First Insurance to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by First Insurance. First Insurance is an independent contractor in the performance of each and every part of this Agreement. First Insurance is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by First Insurance under this Agreement,

whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute First Insurance as the agent, employee, or representative of LLCD.

6. Tax Liability. First Insurance shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of 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 First Insurance's services under this Agreement.

7. 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.

8. Assignment. First Insurance's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. 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.

10. 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 First Insurance.

11. 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:**

**First Insurance Group, Inc.**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

356685



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 19<sup>th</sup> day of December, 2012, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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. Watkins shall provide bookkeeping and accounting professional services as an accountant for LLCD. Such services shall be provided as requested by LLCD and agreed upon by Watkins throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2013 to December 31, 2013, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to Watkins \$450.00 per month.

5. Relationship of the Parties. Watkins is retained for the purposes and to the extent set forth in this Agreement, and Watkins' relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by Watkins under this Agreement (except for expecting Watkins to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by Watkins. Watkins is an independent contractor in the performance of each and every part of this Agreement. Watkins is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by Watkins under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to

constitute Watkins as the agent, employee, or representative of LLCD.

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of 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 Watkins' services under this Agreement.

7. 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.

8. Assignment. Watkins' obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. 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.

10. 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 Shirley Watkins.

11. 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:**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

\_\_\_\_\_  
Shirley Watkins, CPA

356682/11820-72



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 19<sup>th</sup> day of December, 2012, by and between the Lake Lemon Conservancy District ("LLCD") and Andrews, Harrell, Mann, Carmin & Parker, P.C., located at 400 West 7<sup>th</sup> Street, Suite 104, Bloomington, Indiana 47404 ("AHMCP").

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. AHMCP shall provide the professional legal services as an attorney for LLCD at AHMCP's offices at 400 West 7<sup>th</sup> Street, Suite 104, Bloomington, Indiana 47404. Such services shall be provided as requested by LLCD and agreed upon by AHMCP throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2013 to December 31, 2013, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to AHMCP's hourly rate of \$150.00 per hour for attorney services and \$75 per hour for paralegal services, for the services rendered within twenty (20) days of the receipt.

5. Relationship of the Parties. AHMCP is retained for the purposes and to the extent set forth in this Agreement, and AHMCP's relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by AHMCP under this Agreement (except for expecting AHMCP to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by AHMCP. AHMCP is an independent contractor in the performance of each and every part of this Agreement. AHMCP is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by



AHMCP under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute AHMCP as the agent, employee, or representative of LLCD.

6. Tax Liability. AHMCP shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of 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 AHMCP's services under this Agreement.

7. 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.

8. Assignment. AHMCP's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. 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.

10. 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 AHMCP.

11. 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:**

**Andrews, Harrell, Mann, Carmin &  
Parker, P.C.**

By: \_\_\_\_\_  
Its: Chairman

By: \_\_\_\_\_  
Its: \_\_\_\_\_

356679/11820-72



**AQUATIC VEGETATION MANAGEMENT PROJECT APPLICATION  
LAKE AND RIVER ENHANCEMENT (LARE) PROGRAM**

State Form 54522 (R / 9-12)

INDIANA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FISH & WILDLIFE

**Application deadline is January 15<sup>th</sup> of the year for which grant is applied.**

ACTIVITIES RELATED TO AQUATIC VEGETATION MANAGEMENT FOR LAKES	
I. APPLICANT INFORMATION	
A. Project sponsor ( <i>applicant</i> ):	
Name: Lake Lemon Conservancy District (LLCD)	
Address ( <i>number and street</i> ): 7599 North Tunnel Rd	
City, State, ZIP Code: Unionville, IN 47468	
Is the project sponsor already listed as a vendor with the state of Indiana? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If the answer is no, a Vendor Information Form (State Form 53788) must be submitted to the Indiana State Auditor before the sponsor can receive funds from the State of Indiana.</i>	
B. Contact person for the sponsor organization	
Name: Bob Madden	Title: District Manager
Address ( <i>number and street</i> ): 7599 N. Tunnel Rd.	
City, State, ZIP Code: Unionville, IN 47468	
Telephone number ( <i>Day</i> ): 812-334-0233	Telephone number ( <i>Evening</i> ): 812-334-0233
FAX number: 812-335-0038	E-Mail address: LLCDOFFICE@AOL.com
C. Briefly describe the past and present activities of the sponsor organization. Multiple shoreline stabilization projects including contracted restoration and the extensive use of Rip-Rap Stone. Sediment removal has taken place since 2006. Nuisance wildlife and vegetation are monitored and treated annually.	
D. Describe the legal status of the sponsor organization, i.e., indicate what the sponsor has done to acquire official standing. State when the organization was established. List current officers' / officials' names. LLCD was formed by an act of circuit court in accordance with the Indiana Conservancy Act (IC 14-33) in 1995. Elected Board: John Schell (Chairman), Bruce Cassal (Vice-Chairman), Tina Thrasher (Treasurer), Tim Specht, Kristin Spickelmier, Dennis Friesel, Pam Dugan	
E. If the sponsor organization is a property owners or lake association, what percentage of the affected lake's residents are members of the group? There are 516 Freeholder Residences (approximately 2,000 constituents) that are members of the LLCD.	
F. Are there other organizations also representing residents of the affected lake? What relationship do those organizations have with the sponsor/applicant on matters related to this proposed project? No.	
G. Briefly describe the financial resources available to the sponsor organization ( <i>e.g. dues, contributions, fund drives, taxes, etc.</i> ). The LLCD Board of Directors will commit funds from the operating budget to cover local financial commitment. Conservancy special benefit taxes, lake user fees, and leases generate funds for the Districts annual budget.	
II. LAKE/WATERSHED INFORMATION	

A. Lake(s) or River name(s): <b>Lake Lemon</b>	B. County(ies): <b>Brown/Monroe</b>
C. Lake size (acres): <b>1,650</b>	D. Watershed (drainage basin) size (acres), <i>(if known)</i> : <b>45,000 acres</b>
E. 12 digit Hydrologic Unit Code (HUC) <b>051202020103</b>	

F. Describe how the general public can gain access to the lake(s) (i.e., the number and types of access sites, their location, ownership, and any fees charged).

Access is provided by two public ramps, one LLCD owned, one privately owned. Charge for a daily boating pass is \$15 if >10 hp and \$12 if <10 hp. Also there is a park with a beach swimming area. The park fee is \$5 per vehicle.

### III. PROJECT INFORMATION

A. For what specific purpose or need is funding being sought?

Funding is being sought for control of invasive milfoil which is taking over large areas of the lake. Treatments with Renovate herbicide have effectively controlled this plant in the past for 1-2 seasons. LLCD cannot fund large scale control of this plant without LARE assistance. In addition LLCD requests funds for invasive and Tier II surveys and a plan update.

Development of a new or updated aquatic vegetation management plan?

Yes, (2012 Up Date enclosed). Original plan was completed and approved by LARE in 2000. It has been updated every year since.

Management of aquatic vegetation?

Yes, (primarily in large 200 acre offshore milfoil beds.)

Other? (Explain)

B. Describe any studies or restoration measures that have been completed for the lake/watershed.

LLCD has actively worked to improve the surrounding watershed and reduce nutrient and sediment inputs and funded limited invasive controls (see attachment).

C. Complete the table below as well as describe here or on an attached sheet the activities for which funding is requested (include maps of treatment areas, include average depth of treatment areas, indicate whole-lake or spot treatment, indicate priority species if only one can be funded; as well as other support materials, as applicable).

Milfoil is growing near and off-shore. LARE funds would be used to control offshore areas. Renovate 3 has been approved by the city of Bloomington to use in this secondary drinking water source and has proven effective by controlling milfoil for 1-2 years. Average depth of treatment areas is approximately 4 feet. See attached plan for further information.

Species	Total Acreage Including Channels	Channel Only Acreage	Chemical Name	Treatment Cost
Eurasian watermilfoil	200	0	Renovate	\$100,000

D. What is the total estimated cost of the project? \$ 104,000

Itemized by specific expenses:

Planning and Surveys (AVMP or update): \$ 4,000

Herbicide treatment costs: \$ 100,000

Other (revegetation, ecozones, etc): \$

Anticipated cost-share to be contributed by sponsor (\$ or %): 20%

<p>What was the basis for the estimate (e.g., diagnostic or feasibility study, preliminary estimate by consultant, formal bidding, etc.)?</p> <p>2012 vegetation management plan update from Aquatic Control Inc.</p>
<p>F. If a LARE grant were awarded for herbicide treatment, when would the effort realistically be expected to begin (e.g., early-season treatment, prior to June 1st, etc.)?</p> <p>Late April/early May depending on growth, clarity, and water temp.</p>
<p>G. Indicate how the sponsor will oversee the contractor's work and participate in the effort.</p> <p>Sponsor employs a lake biologist. Biologist will accompany contractor during surveys and treatments. Biologist will monitor treatment effectiveness. LLCD personnel will help notify the public of treatment restrictions.</p>
<p>This application for Lake and River Enhancement program assistance is hereby submitted as authorized by the sponsoring organization.</p>
<p>Sponsor organization:</p> <p>Lake Lemon Conservancy District</p>
<p>Printed name of representative:</p> <p>Bob Madden</p>
<p>Signature of representative: <i>(Note: Please insert the initials of the representative in this box to constitute the electronic signature on your organization's application.)</i></p> <p>REM</p>
<p>Date (month, day, year):</p> <p>12/10/2012</p>

Please e-mail a copy of this completed application to [lare@dnr.IN.gov](mailto:lare@dnr.IN.gov)  
or mail to:

Lake and River Enhancement Program  
Division of Fish and Wildlife  
Indiana Department of Natural Resources  
402 W. Washington Street, Room W273  
Indianapolis, IN 46204  
Telephone 317-233-1484

**Application deadline is January 15<sup>th</sup>.**

## 2013 LARE Vegetation Control Grant Attachment (LLCD)

### LLCD Studies and Restoration Measures

Past restoration work has included many shoreline stabilization projects. Past studies include a lake Diagnostic/Feasibility Study completed in 1986 and a Watershed Management Plan completed in 2001. More recent work has included a Sediment Depth, Bathymetric and Volume Assessment completed by ReMetrix in 2004. This was followed by a dredging feasibility study, a sediment sampling and testing program and a sediment placement (disposal) site study completed by Commonwealth Engineers, Inc.

- \* Lake Lemon Diagnostic/Feasibility Study. W. Jones, SPEA Indiana University, 1986.
- \* Lake Lemon Enhancement Study. W. Jones and L. Clemency. SPEA, Indiana University, 1992.
- \* Lake Lemon Shoreline Stabilization Study. Commonwealth Biomonitoring, Inc., 1998.
- \* Aquatic Vegetation Plan. Lake Lemon Conservancy District. Unionville, IN, 2000. Updated every year.
- \* Fish Management/Survey Report Aquatic Control, Inc. Seymour, IN 2001. Updated 2009.
- \* Watershed Management Plan. Malcolm Pirnie, Inc. White Plains, NY, 2002.
- \* Bathymetric/Sedimentation Survey. ReMetrix, Inc. Indianapolis, IN 2003.
- \* Sediment Sampling Quality Assurance Project Plan. Commonwealth Engineers, Inc. Indianapolis, IN 2004.
- \* Sediment Sampling and Testing Program. Commonwealth Engineers, Inc. & TestAmerica Analytical Testing Corp., Indianapolis, IN 2004.
- \* Dredging and Sediment Placement Site Selection Study. Commonwealth Engineers, Inc. Indianapolis, IN 2004.
- \* Commonwealth Engineers, Inc. completed Plans and Specifications for Dredging and Sediment Disposal Sites in 2005.
- \* Sedimentation Removal Program begun in 2006 with the hiring of a dredging contractor and the removal of 9,780 cubic yards of material.
- \* Sedimentation Removal Program continued in 2007 with removal of 13,840 cubic yards of material.
- \* Sedimentation Removal Program continued in 2008 with removal of 8,980 cubic yards of material.
- \* The Sediment removal program was placed on hold during 2009 to allow the LLCD to purchase its own dredging equipment and start a LLCD owned and operated program.
- \* Sedimentation Removal Program continued in 2010 with removal of 8,540 cubic yards of material.
- \* Sedimentation Removal Program continued in 2011 with removal of 11,070 cubic yards of material.
- \* Sedimentation Removal Program continued in 2012 with removal of 13,295 cubic yards of material.
- \* A second sediment disposal site was created on the east end of the lake (Original disposal site located on west end) during winter 10'/ Spring 11'. The new site was created to increase efficiency and total amount of sediment removed as most dredging occurs on the east end of the lake.
- \* Shoreline Stabilization utilizing Gabion Rip-Rap during 2010- 1,075' linear feet
- \* Shoreline Stabilization utilizing Gabion Rip-Rap during 2011- 795' linear feet
- \* Shoreline Stabilization utilizing Gabion Rip-Rap during 2012 - 125' linear feet

**Lake Lemon**  
**2012 Aquatic Vegetation Management Plan Update**

**Introduction & Treatment History**

Lake Lemon is the 11<sup>th</sup> largest lake in Indiana covering 1,512 acres with an average depth of 9.5 feet. This relatively shallow depth has led to a great deal of issues when it comes to vegetation management. The invasive species Eurasian watermilfoil (*Myriophyllum spicatum*) has traditionally been the primary problem species within the lake. Milfoil typically encompasses between 100-400 acres of the Lake Lemon littoral zone, and reaches nuisance levels in many of these areas. Maintenance of the milfoil population began as far back as 1979 and has continued to present day. The Lake Lemon Conservancy District (LLCD) has headed up management efforts on the lake for the past several years. Table 1 outlines treatments completed since 1996.

**Table 1. Lake Lemon Eurasian Treatment History.**

	Acres of Milfoil, Coontail, and Pondweed Treated with Endothal	Acres of Milfoil Treated with Renovate	Total Submersed Acres Treated
1996	33	0	33
1997	53	0	53
1998	53	0	53
1999	0	0	0
2000	53	0	53
2001	72	0	72
2002	106	0	106
2003	0	76.5	76.5
2004	47.5	50.2	97.7
2005	0	126	126
2006	0	76.6	76.6
2007	76.5	52.8	129.3
2008	53.7	4.3	58
2009	28.7	12.2	40.9
2010	26.4	100.2	126.6
2011	18.7	0	18.7
2012	48.9	53.3	102.2



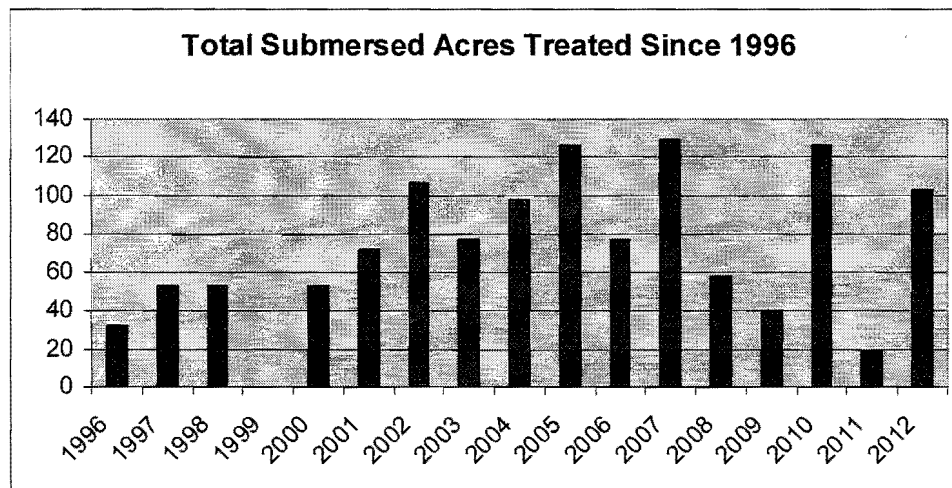


Figure 1. Total submersed acres treated since 1996.

### 2012 Treatment Summary

Very little milfoil or other submersed vegetation was present in 2011. Lake Lemon's water level was drawn down several feet during the winter of 2011/2012, but a hard freeze never occurred. Despite an early onset of spring, there was very little milfoil found in Lake Lemon until early June. A survey was completed and marked a total of 57.4 acres that needed treatment. Treatment areas were selected based on their potential impact on navigation and lake use. Not all areas of milfoil were treated as there was a great deal growing in deeper open water areas that were not considered to be of highest priority to control. The first treatment was completed on June 11<sup>th</sup>. A total of 33.7 acres was treated with Renovate as it contained almost entirely milfoil, while 23.7 acres was treated with Aquathol K as it contained mixed vegetation. A second treatment was completed on July 2<sup>nd</sup> to touch up a few areas that had only partial control and to treat 19.6 new acres of milfoil and 4.15 acres of mixed vegetation. In addition, 12.8 acres of American Lotus was also treated at this time. A third treatment was completed on July 31<sup>st</sup> to 16.25 acres of mixed vegetation and a final treatment was completed on August 15<sup>th</sup> for control of 4.75 acres of mixed vegetation. American Lotus was treated again at this time as this species usually requires multiple treatment to achieve 90% control.

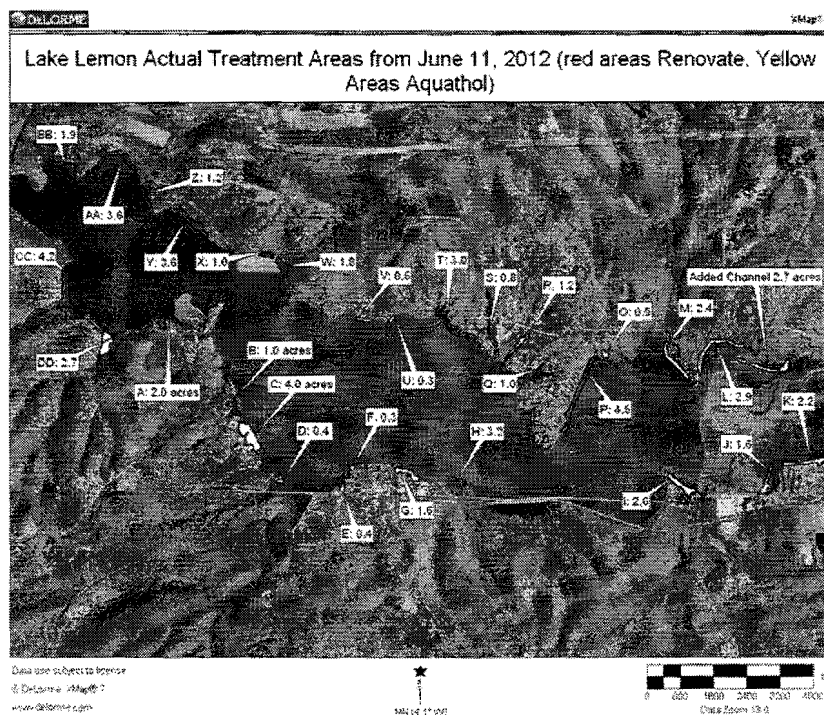


Figure 2. Lake Lemon submersed vegetation treatment, June 11, 2012.

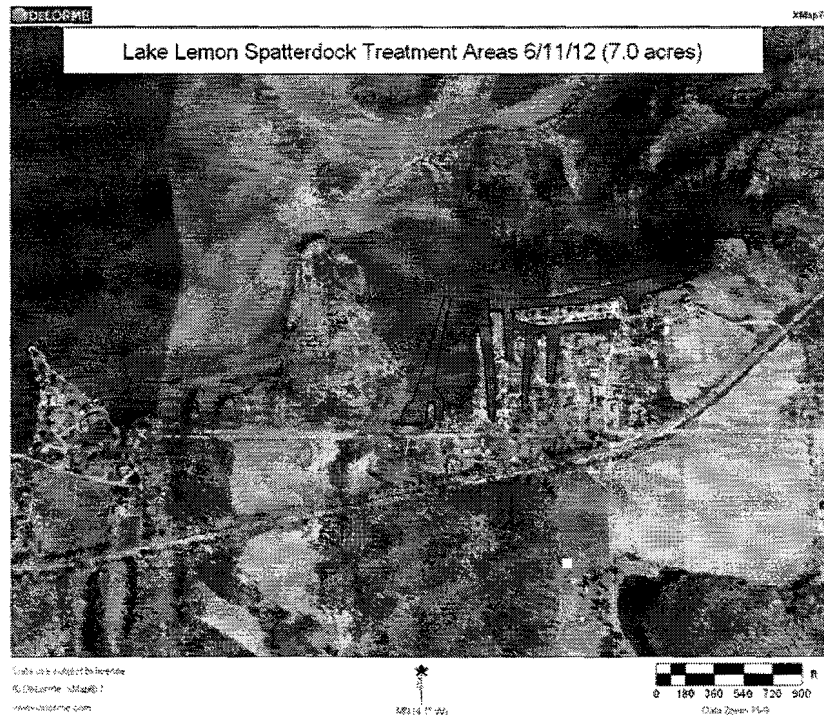


Figure 3. Lake Lemon spatterdock treatment areas, June 11, 2012.

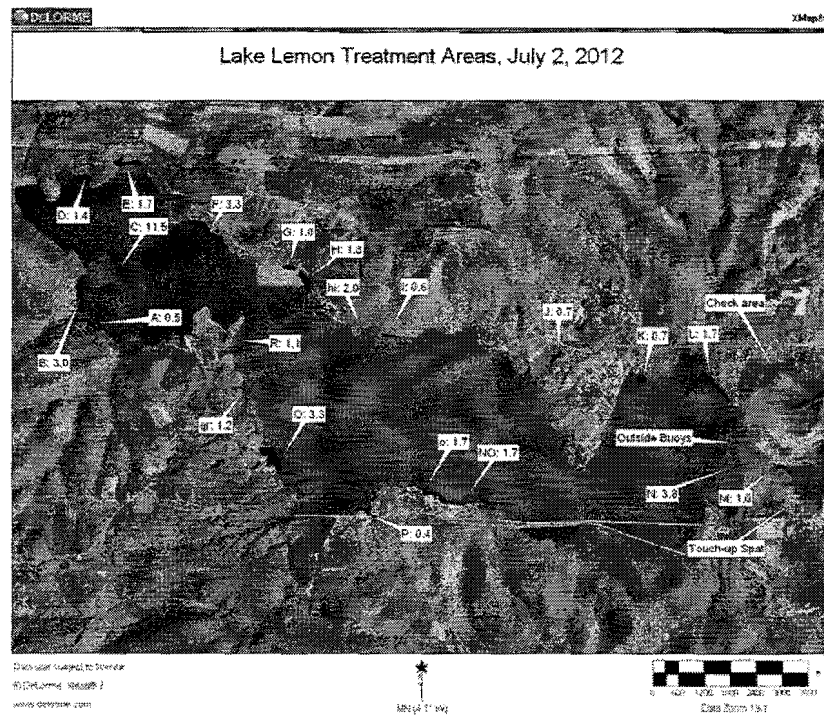


Figure 4. Lake Lemon Treatment Areas, July 2, 2012.

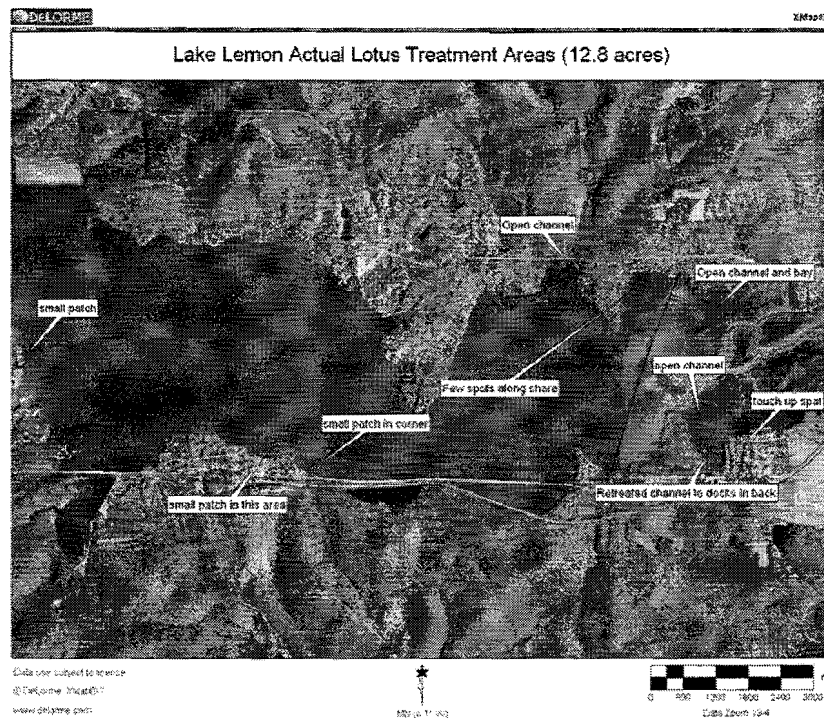


Figure 5. Lake Lemon Lotus/Spatterdock Treatment Areas, July 2, 2012

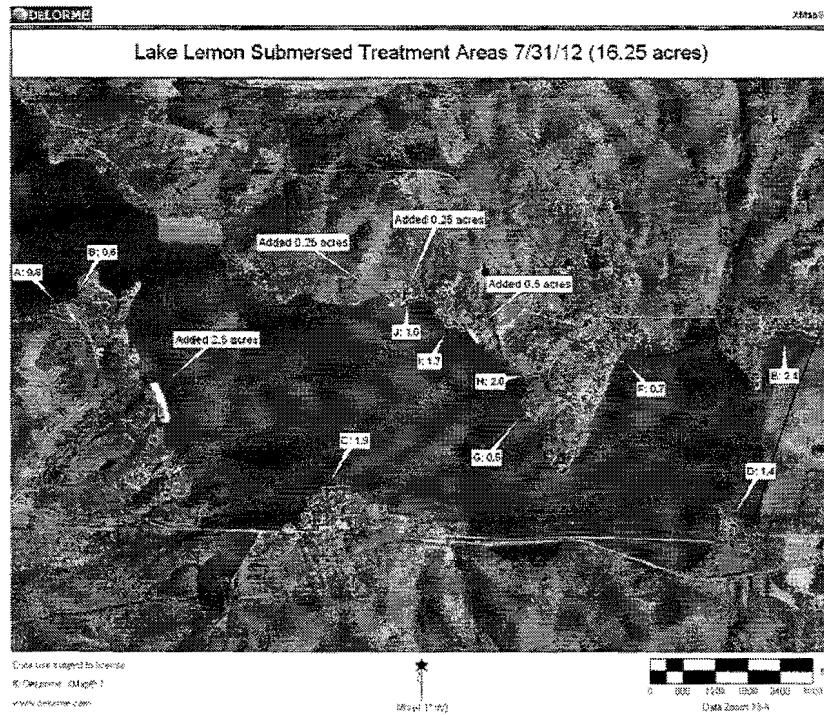


Figure 6. Lake Lemon Treatment Areas, July 31, 2012.

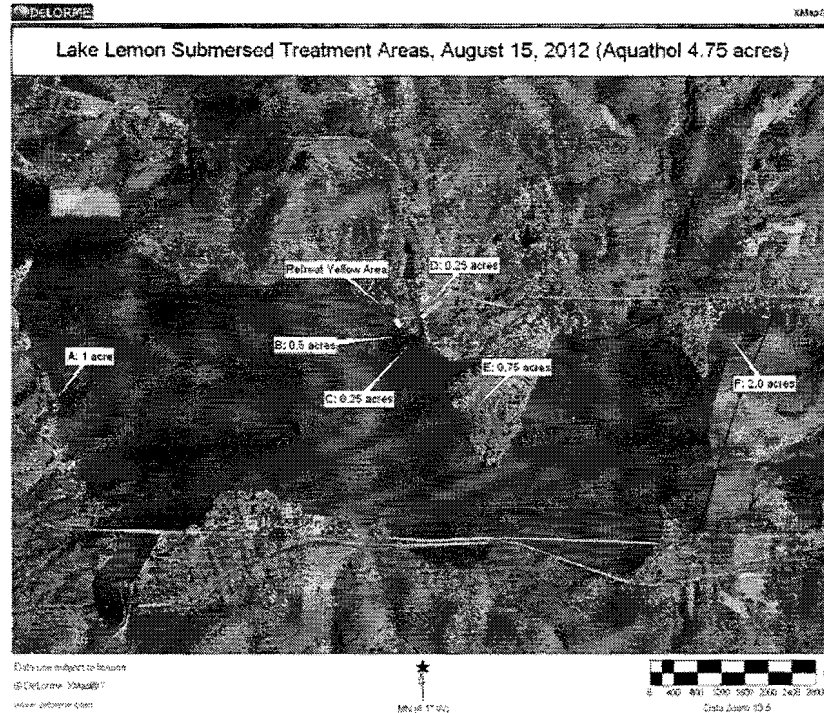


Figure 7. Lake Lemon Treatment Areas, August 15, 2012

**Table 2. Lake Lemon, 2012 Treatment Summary**

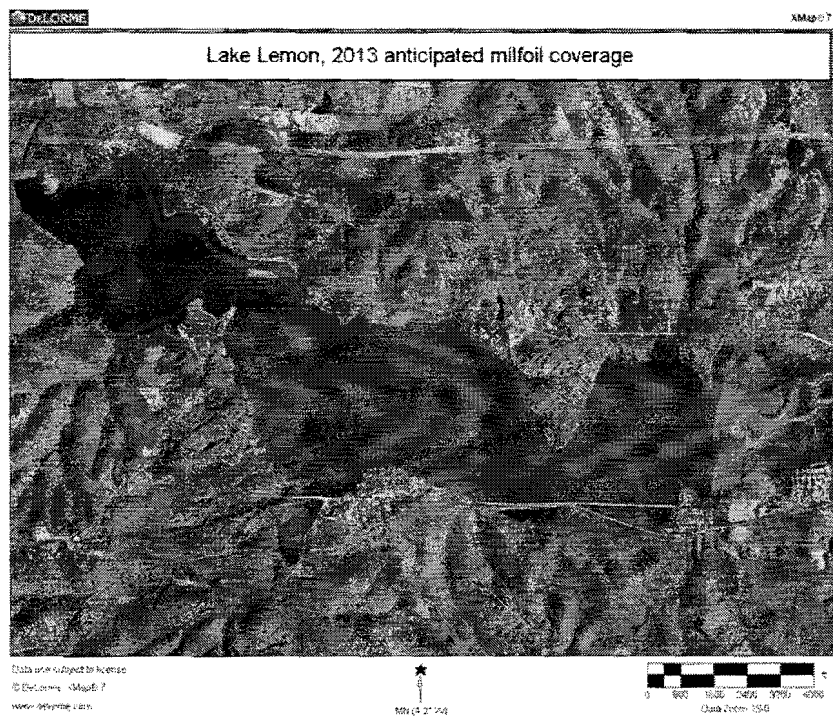
Date	Acres Treated	Targeted Species	Products Applied
6/11/12	64.4	Submersed (57.4) Lotus & Spat (7.0)	Aquathol & Renovate
7/2/12	36.6	Submersed (23.8) Lotus and Spat (12.8)	Aquathol, Renovate, and glyphosate
7/22/11	16.25	Submersed	Aquathol & Renovate
8/10/11	4.75	Submersed	Aquathol

### 2012 Action Plan and Budget

Lake Lemon had extremely clear water in 2012 when compared to past years. This led to extensive growth of milfoil and native vegetation in offshore areas. With a limited budget, only treatment of near shore high use areas could be completed. These treatments effectively controlled plants near shore, but vast areas of the upper end of the Lake were covered with invasive milfoil by late summer. A potential spring milfoil coverage map is illustrated in Figure 8. If conditions are similar to 2012, there could be over 200 acres of dense milfoil in the spring of 2013. This milfoil will likely be there in the spring of 2013 unless there is a very successful drawdown. LLCD should plan for the worst in 2013. LARE funding may help offset some of these expenses. LARE funds have been used in the past to control these offshore areas when not enough funds were available from LLCD. LARE funds will likely be available next season and I believe that LLCD has a 50/50 chance of getting them. If LARE funds are not available, LLCD will need to budget accordingly. Contact herbicide treatments should continue to be used in areas of mixed vegetation. The contact treatments should only focus on areas where lake access and boating lanes are impaired by plant growth. If control is needed before the Memorial Day Holiday, LLCD should expect re-growth by late summer if using contact herbicides. If milfoil is the dominant species in the nuisance areas past results show that Renovate is the tool of choice. The Conservancy gets far more bang for its buck (up to 2 years control with Renovate vs. a few months with contacts). The estimated costs for 2012 actions include \$50,000 for treatment of up to 100 acres with Renovate herbicide, \$20,000 for near-shore contact herbicide treatments where mixed plant populations occur, and \$4,000 for plant sampling and plan updates. Plant sampling should consist of a spring Invasive Species Mapping Survey and a summer Tier 2 survey. A proposed maintenance budget is illustrated below.

**Table 3. Updated Budget Estimate.**

	2013	2014	2015	2016	2017
Milfoil Treatments	\$100,000	\$10,000	\$50,000	\$10,000	\$50,000
Shoreline Nuisance Treatments (spatterdock, lotus, milfoil, coontail and pondweeds)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Vegetation Sampling & Plan Update	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000



**Figure 8. Anticipated 2013 Spring Milfoil Coverage**