



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Benton Township Senior Citizens Building

January 16, 2013

6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval of December 19, 2012 Board Meeting Minutes (JS)
- III. Treasurer's Report (TT)
 - A. December Financial Highlights
 - B. Report of Claims
- IV. Vegetation Control Update: Aquatic Control, Inc. (Nate Long) (BM)
 - A. Review 2012 Vegetation Control Program
 - B. 2013 Vegetation Control Agreement
- V. Manager's Report. (BM)
 - A. 2012 Budget Summary
 - B. 2012-2013 Lake Drawdown: Update
 - C. Mowing Extension Agreement – N. Anderson Lawn Care, LLC.
 - D. Resolution 01-13-01: 2013 Board Meeting Dates
 - E. Resolution 01-13-02: Board By-Laws
 - F. Schell Marina, LLC 2013 Marina Club Agreement
 - G. Schell Marina, LLC 2013 Service Agreement – Sale of Boat Permits
 - H. State Board of Accounts Audit: Update
 - I. End of Year Reports: Sediment Removal; Debris Removal, Disposal Site Preparation, and Shoreline Erosion Control
 - J. Review Dam/Spillway Inspection Report for 2012
 - K. Use of List Serve Request: Hoosier Trails Council, Boy Scouts of America
 - L. 2013 Phi Kappa Psi Triathlon – Special Event Request
 - M. Board Liability Insurance: Update
- VI. Dredging Study Group: Update (TT)
- VII. Public Comment (JS)
- VIII. New Business / Correspondence for Future Agenda (JS)
 - A. Annual Meeting, Wednesday, February 6, 2013, 6:00 p.m.
- IX. 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: Jan 16, 2013

Name	Lake Address	District
Brian Snider	Salmon 707 E. Spillway	II
Todd Fisher	5963 North Shore	IV
Bob Taylor	Rachel G/Ph	
Rob / 75 Ngen	805 N Lakewood Dr	
Louie Bowser	4176 Chitwood Lane	VII
MIKE BLACKWEL	4071 SALMON HARBOR	VII
ROB CASTRO	4169 WATSON	7
Tom Schum	Morini	4
VINCENT BERTT	6486 SOUTH SHORE	7
Singer / Beckman	8921 E. Sail Away Lane	5
Ron Thrasher	4602 Channel Rd	7

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Citizens Building
January 16th, 2013**

The January 16th, 2013 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, Tim Specht, Kristin Spickelmier, and Dennis Friesel. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Pam Dugan, Director; Tina Thrasher, 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 December 19th, 2012 Board Meeting Minutes.

CASSAL MOTIONED TO APPROVE THE DECEMBER 19TH BOARD OF DIRECTORS MEETING MINUTES. SPECHT SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

III. Treasurer's Report (Madden)

- a. December Financial Highlights
 - i. Final Payment of Dam/Spillway Inspection.
 - ii. Equipment Rental – Crane for barge winterization.
 - iii. Building and Grounds Repair – Kenny Clark removed two concrete slabs at end of Riddle Point Boat Ramp.
- b. Report of Claims

SPICKELMIER MOTIONED TO APPROVE THE DECEMBER 2012 ALLOWANCE OF VOUCHERS. CASSAL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

IV. Vegetation Control Update: Aquatic Control, Inc. (Nate Long)

- a. Review of 2012 Vegetation Control Program
 - i. Aquatic Control has treated vegetation at Lake Lemon since 1996. Treatment levels have fluctuated from year to year based on lake

conditions, chemicals used, and winter drawdowns. Renovate is a systemic herbicide, used to treat milfoil, that can have up to two years of effectiveness. Renovate does not affect native aquatic species. It was a banner year for milfoil across the Midwest. At Lake Lemon milfoil started showing up in late May/early June and continued to flourish all summer with the clear water, lack of precipitation, and large photic zone. This was most noticeable in the bay East of Reed Point.

- ii. In 2013 the milfoil will likely be bad. The ineffective drawdown will not destroy any of the nuisance vegetation root structure. Lake Lemon can expect dense offshore milfoil beds by the fall. Treatments of this nature will exceed the LLCD's budget constraints. LARE funding is possible. The LLCD submitted a grant request of \$100,000.00 for aquatic vegetation treatments.

b. 2013 Vegetation Control Agreement

FRIESEL MOTIONED TO APPROVE THE 2013 VEGETATION CONTROL AGREEMENT WITH AQUATIC CONTROL, INC. SPICKELMIER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

V. Manager's Report (Madden)

a. 2012 Budget Summary

b. 2012-2013 Lake Drawdown: Update

- i. A 6 foot draw down was achieved and the sluice gate was closed on December 17, 2012. Snow cover and lack of cold weather has hindered a successful weed kill. In anticipation of a large rain the sluice gate was reopened on January 11, 2013. The 3 inch rain raised the lake to 1 foot above normal pool. Currently the lake is 5 inches above normal pool and the sluice gate is open.

c. Mowing Extension Agreement – N. Anderson Lawn Care, LLC.

CASSAL MOTIONED TO APPROVE THE MOWING EXTENSION AGREEMENT FOR 2013. SPECHT SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

d. Resolution 01-13-01: 2013 Board Meeting Dates

- i. Corrections – Change the December 11th, 2013 Board Meeting to December 12th, 2013.

SPECHT MOTIONED TO APPROVE RESOLUTION 01-13-01 PER CORRECTIONS. CASSAL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

e. Resolution 01-13-02: Board By-Laws

- i. Tabled.
- ii. Public Comment – Freeholder Susan Salmon commented the board lacks defined structure. Changing of the By-Laws is significant. There has been no notice to the Freeholders of this change prior to the meeting.
 1. By Board consensus, staff will start putting the board packet on the web-site prior to a board meeting.

f. Schell Marina, LLC 2013 Marina Club Agreement

- i. Schell Marina pays a \$1,000.00 commercial marina fee, \$75.00 per motor boat slip rented, and \$37.50 per PWC slip rented.

SPECHT MOTIONED TO APPROVE THE SCHELL MARINA, LLC 2013 MARINA CLUB AGREEMENT. SPICKELMIER SECONDED THE MOTION. FOUR "AYE'S". SCHELL ABSTAINED. THE MOTION CARRIED.

g. Schell Marina, LLC 2013 Service Agreement – Sale of Boat Permits

- i. Marina receives a 6% commission for the sale of boat permits.

SPICKELMIER MOTIONED TO APPROVE THE SCHELL MARINA, LLC 2013 SERVICE AGREEMENT – SALE OF BOAT PERMITS. SPECHT SECONDED THE MOTION. FOUR "AYE'S". SCHELL ABSTAINED. THE MOTION CARRIED.

h. State Board of Accounts Audit: Update

- i. Auditing years 2010 and 2011. Friesel was treasurer these years. Exit interview will be in a few weeks.

i. End of Year Reports

i. Debris Removal

1. Contractual services: Gary Barrow removed debris at East end of long causeway.
2. Rental Equipment: Crane rental to put push boat back on the water and take counterweight off excavator.

ii. Shore-Line Stabilization

1. 125 linear feet of stone on CBU shoreline.

iii. Sediment Removal

1. Total Spent: \$115,388.76

- iv. Disposal Site Preparation
 - 1. Stone cost for disposal site ramp: \$5,557.98
- j. Review of Dam/Spillway Inspection Report for 2012
 - i. Satisfactory rating for high hazard dam.
- k. Use of List Serve Request: Hoosier Trails Council, Boy Scouts of America
 - i. HTC requests use of the Freeholder email list to ask for donations of small boats, kayaks, and sail boats.
 - ii. The board agreed to let the HTC write up a short paragraph that can be included in the Spring 2013 Newsletter.
- l. 2013 Phi Kappa Psi Triathlon – Special Event Request
 - i. Special event fee: \$775.00
 - ii. 300 participants

SPECHT MOTIONED TO APPROVE THE 2013 PHI KAPPA PSI TRIATHLON – SPECIAL EVENT REQUEST. CASSAL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- m. Board Liability Insurance: Update
 - i. Tabled until March Meeting when all Board Members are present.

VI. Dredging Study Group: Update

- a. Friesel put together a 2006-2012 study on the Sediment Removal Program. From 2006-2008 Dick Payne was contracted, and removal of sediment averaged \$18.75 per cubic yard. In 2009 money was saved for purchase of equipment. From 2010-2012 the LLCDC's in-house sediment removal program averaged ~\$10.00 per cubic yard. After the loan is paid off the LLCDC will be digging at around \$7.00 per cubic yard.
- b. Friesel explained some issues:
 - i. East bay may be lost.
 - ii. Previously dredged areas filling in.
 - iii. Some areas inaccessible by current equipment.
 - iv. Limited tax base.
 - v. Current committee is compromised and needs to be reconstituted.
- c. Cassal asked what the status of the committee is.

- i. Friesel replied we need an affordable and sustainable solution. The committee needs a new chair and someone appointed by each district director.
- ii. Specht commented this committee is not to reprioritize the SRP, but to look at alternate sources and solutions.

VII. Public Comment

- a. Susan Salmon commented with the Board changing the By-Laws this would be an opportune time to fix other technical issues in the By-Laws. For example: the By-Laws state the Board of Directors Meetings will not exceed 90 minutes.
 - i. Friesel offered to work with Salmon in updating the By-Laws.

VIII. New Business / Correspondence for Future Agenda

- a. Annual Meeting, Wednesday, February 6, 2013, 6:00 P.M.

IX. Adjournment

CASSAL MOTIONED TO ADJOURN THE JANUARY 16, 2013 BOARD OF DIRECTORS MEETING. SPECHT SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:29 P.M.

RESPECTFULLY SUBMITTED,

JAMES VAN TASSEL

BOARD RECORDER

LAKE LEMON CONSERVANCY DISTRICT

Financial Statements

For the Period Ending

January 1, 2012 thru December 31, 2012

(UNAUDITED)

Watkins Accounting
113 E. 19th Street
Bloomington, IN 47408

LAKE LEMON CONSERVANCY DISTRICT

I have prepared the financial statements for LAKE LEMON CONSERVANCY DISTRICT as of December 31, 2012 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

The following are the company's significant accounting policies under this basis:

Income Tax. No provision or liability for income taxes has been included in the financial statements.

Provision for Doubtful Accounts. No provision for doubtful accounts is made. The company follows the practice of charging off all accounts deemed uncollectible directly to expense.

Property and Equipment. Property and equipment, as well as liabilities pertaining thereto, are recorded at cost as determined for income tax purposes.

Shirley Watkins, CPA
January 7, 2013

LAKE LEMON CONSERVANCY**Balance Sheet**

As of December 31, 2012

Accrual Basis

	<u>Dec 31, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	154,182.23
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	66,796.67
1050 · Savings Account	627.23
Total Checking/Savings	<u>437,914.98</u>
Total Current Assets	<u>437,914.98</u>
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>
TOTAL ASSETS	<u>892,767.89</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,815.63
2020 · State & Co. Withholding Payable	349.95
Total Other Current Liabilities	<u>2,165.58</u>
Total Current Liabilities	<u>2,165.58</u>
Long Term Liabilities	
2800 · Long Term Notes-Net of Current	<u>110,469.41</u>
Total Long Term Liabilities	<u>110,469.41</u>
Total Liabilities	<u>112,634.99</u>
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	<u>70,389.44</u>
Total Equity	<u>780,132.90</u>
TOTAL LIABILITIES & EQUITY	<u>892,767.89</u>

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

December 2012

Accrual Basis

	Dec 12	Jan - Dec 12
Income		
4000 • Watercraft Permits	81.00	110,977.00
4010 • Launch Fees	45.00	20,294.00
4020 • Marina & Club Fees	0.00	10,506.50
4030 • Sublease & Access Fees	0.00	26,565.00
4040 • Property Tax - Brown Co.	30,907.62	68,880.98
4050 • Property Tax - Monroe Co.	87,072.17	200,489.27
4060 • Interest	241.15	2,492.65
4070 • Grants & Donations	0.00	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
Total Income	118,346.94	481,858.18
Expense		
6000 • Manager	4,492.64	53,913.00
6010 • FICA	603.74	10,814.73
6020 • State Unemployment Tax	0.00	349.05
6030 • Retirement	0.00	8,086.30
6040 • Health Insurance	1,450.08	16,931.08
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	1,291.50	20,647.50
6111 • Dredger	0.00	20,349.00
6112 • Dredger (Other)	2,108.00	13,319.50
6113 • Assistant Dredger	0.00	8,848.50
6114 • Assistant Dredger (Other)	0.00	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	158.34	261.04
6160 • Printer, Copier & Computer Supp	0.00	332.09
6170 • Miscellaneous-Other	0.00	1,390.60
6180 • Postage	0.00	1,166.24
6190 • General Business Supplies	34.64	928.04
6200 • Regular Gas	75.00	5,006.24
6210 • Diesel	0.00	17,420.59
6240 • Building & Grounds	11.98	3,996.17
6250 • Boat/Weed Harvester/Truck	0.00	1,774.07
6251 • Dredging Supplies	0.00	9,233.88
6252 • Rip Rap/Erosion Control	563.83	2,005.39
6280 • Radio/Communication Equipment	0.00	557.50
6290 • Signs & Nautical Markers	0.00	2,216.00
6300 • Accounting Services	450.00	5,400.00
6310 • Grass	0.00	10,875.00
6320 • Attorney	157.45	2,465.24
6330 • Consulting Engineer	0.00	560.00
6350 • Other Prof/Secretarial Service	525.00	1,045.00
6370 • Phone, LDT, Pager, E-Mail	231.76	3,167.71
6380 • Travel	0.00	140.00
6410 • Subscriptions	89.70	419.25
6420 • Newsletter	0.00	611.02
6430 • Ads	0.00	308.21
6440 • Other	0.00	1,151.64
6450 • Insurance	0.00	38,721.00
6460 • Electric	303.95	4,697.32
6470 • Water	42.14	592.45
6480 • Trash	0.00	1,082.19
6490 • Port-O-Lets	0.00	2,100.00
6500 • Pump Holding Tank	0.00	200.00
6510 • Building & Grounds Expense	500.00	4,391.47
6520 • Boat	0.00	1,482.50
6541 • Dredging Equipment Maintenance	364.00	6,592.49

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
December 2012

Accrual Basis

	<u>Dec 12</u>	<u>Jan - Dec 12</u>
6542 - Equipment Rental	599.00	1,599.00
6560 - Water Testing	0.00	3,922.89
6570 - Lake Weed Treatment	0.00	53,264.60
6600 - 6% Marina Permit Sales	0.00	2,339.16
6620 - Dam/Spillway Inspection	1,117.00	4,000.00
6630 - Spillway Repairs	0.00	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
Total Expense	<u>15,169.75</u>	<u>411,468.74</u>
Net Income	<u><u>103,177.19</u></u>	<u><u>70,389.44</u></u>

**LAKE LEMON CONSERVANCY DISTRICT
INCOME OVER EXPENDITURES SUMMARY
GENERAL FUND
For the One Month Ended December 31, 2012**

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
REVENUES					
4000 Watercraft Permits	\$ 81.00	110,977.00	\$ 100,000.00		\$ 10,977.00
4010 Launch Fees	45.00	20,294.00	15,000.00		\$ 5,294.00
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.	30,907.62	68,880.98	60,000.00		\$ 8,880.98
4050 Property Tax - Monroe Co.	87,072.17	200,489.27	190,000.00		\$ 10,489.27
4060 Interest	241.15	2,492.65	2,000.00		\$ 492.65
4070 Grants & Donations	-	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	-	-	-		\$ -
TOTAL REVENUES	118,346.94	481,858.18	446,200.00		35,658.18
EXPENDITURES					
WAGES & BENEFITS					
SALARIES & BENEFITS					
6000 Manager	4,492.64	53,913.00	53,913.00		-
6010 FICA	603.74	10,814.73	10,753.00	65.00	3.27
6020 State Unemployment Tax	-	349.05	360.00		10.95
6030 Retirement	-	8,086.30	8,200.00	(65.00)	48.70
6040 Health Insurance	1,450.08	16,931.08	16,200.00	750.00	18.92
6050 Life Insurance	-	1,263.00	1,255.00		2.00
TOTAL SALARIES & BENEFITS	6,546.46	91,357.16	90,691.00	750.00	83.84
HOURLY WAGES					
6070 Gate Keeper	-	14,101.75	15,000.00	(850.00)	48.25
6080 Seasonal Labor	-	-	-		-
6090 Park Maintenance Technician	-	3,083.50	5,600.00	(2,500.00)	16.50
6100 Lake Patrol	-	2,652.00	4,800.00	(2,100.00)	48.00
6110 Lake Biologist	1,291.50	20,647.50	24,000.00	(3,000.00)	352.50
6111 Dredger	-	20,349.00	20,400.00		51.00
6112 Dredger(Other)	2,108.00	13,319.50	5,100.00	10,300.00	2,080.50
6113 Assistant Dredger	-	8,848.50	10,200.00	(1,300.00)	51.50
6114 Assistant Dredger(Other)	-	4,454.00	2,550.00	1,910.00	6.00
TOTAL HOURLY WAGES	3,399.50	87,455.75	87,650.00	2,460.00	2,654.25
GRAND TOTAL WAGES & BENEFITS	9,945.96	178,812.91	178,341.00	3,210.00	2,738.09
SUPPLIES					
OFFICE SUPPLIES					
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	150.00	1.18
6150 Checks	158.34	261.04	300.00		38.96
6160 Printer, Copier & Computer Sup	-	332.09	500.00		167.91
6170 Miscellaneous/Other	-	1,390.60	800.00	600.00	9.40
6180 Postage	-	1,166.24	1,300.00		133.76
6190 General Business Supplies	34.64	928.04	500.00	430.00	1.96
TOTAL OFFICE SUPPLIES	192.98	5,798.63	5,000.00	1,180.00	381.37
OPERATING SUPPLIES					
6200 Regular Gas	75.00	5,006.24	4,000.00	1,025.00	18.76
6210 Diesel, Oil, Grease	-	17,420.59	10,000.00	7,425.00	4.41
6220 Janitorial Supplies	-	-	-		-
6230 Medical Supplies	-	-	-		-
TOTAL OPERATING SUPPLIES	75.00	22,426.83	14,000.00	8,450.00	23.17
REPAIR & MAINTENANCE SUPPLIES					
6240 Building & Grounds	11.98	3,996.17	3,000.00	1,000.00	3.83
6250 Boats, Trucks	-	1,774.07	2,000.00		225.93
6251 Dredging Supplies	-	9,233.88	4,000.00	5,250.00	16.12
6252 Rip Rap/Erosion Control	563.83	2,005.39	10,000.00	(7,960.00)	34.61
TOTAL REPAIR & MAINT SUPPLIES	575.81	17,009.51	19,000.00	(1,710.00)	280.49

LAKE LEMON CONSERVANCY DISTRICT
INCOME OVER EXPENDITURES SUMMARY
GENERAL FUND
For the One Month Ended December 31, 2012

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
OTHER SUPPLIES					
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	225.00	9.00
TOTAL OTHER SUPPLIES	-	2,773.50	3,200.00	225.00	651.50
GRAND TOTAL SUPPLIES	843.79	48,008.47	41,200.00	8,145.00	1,336.53
SERVICES & OTHER CHARGES					
PROFESSIONAL SERVICES					
6300 Accounting Services	450.00	5,400.00	5,400.00		-
6310 Grass	-	10,875.00	10,875.00		-
6320 Attorney	157.45	2,465.24	6,000.00	(3,500.00)	34.76
6325 Fish Management Survey			-		-
6330 Consulting Engineers	-	560.00	4,000.00	(3,400.00)	40.00
6350 Other Services	525.00	1,045.00	500.00	550.00	5.00
TOTAL PROFESSIONAL SERVICES	1,132.45	20,345.24	26,775.00	(6,350.00)	79.76
COMMUNICATION & TRANSPORTATION					
6370 Phone, LDT, Pager, Voice Mail	231.76	3,167.71	3,400.00		232.29
6380 Travel		140.00	-	150.00	10.00
6390 Hotel		-	-		-
6400 Meals		-	-		-
6410 Subscriptions/Memberships	89.70	419.25	300.00	125.00	5.75
TOTAL COMMUNICATION & TRANSPORTATION	321.46	3,726.96	3,700.00	275.00	248.04
PRINTING & ADVERTISING					
6420 Newsletter		611.02	800.00		188.98
6430 Ads(Legal Notices)	-	308.21	300.00	10.00	1.79
6440 Ballots & Other Printing	-	1,151.64	1,500.00		348.36
TOTAL PRINTING & ADVERTISING	-	2,070.87	2,600.00	10.00	539.13
INSURANCE					
6450 Liab, Bldg, Equip, Work Comp	-	38,721.00	43,000.00	(4,250.00)	29.00
TOTAL INSURANCE	-	38,721.00	43,000.00	(4,250.00)	29.00

LAKE LEMON CONSERVANCY DISTRICT
INCOME OVER EXPENDITURES SUMMARY
GENERAL FUND
For the One Month Ended December 31, 2012

	CURRENT MONTH	2012 ACTUAL	2012 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
UTILITY SERVICES					
6460 Electric	303.95	4,697.32	5,000.00		302.68
6470 Water	42.14	592.45	600.00		7.55
6480 Trash	-	1,082.19	1,000.00	90.00	7.81
6490 Port-O-Lets	-	2,100.00	2,200.00		100.00
6500 Pump Holding Tank	-	200.00	600.00	(395.00)	5.00
TOTAL UTILITY SERVICES	346.09	8,671.96	9,400.00	(305.00)	423.04
REPAIR & MAINTENANCE					
6510 Building & Grounds	500.00	4,391.47	4,000.00	395.00	3.53
6520 Boat & Harvester	-	1,482.50	1,000.00	500.00	17.50
6530 Truck	-	-	1,500.00	(1,395.00)	105.00
6540 Sluice Gate Inspection	-	-	2,600.00	(2,500.00)	100.00
6541 Dredging Equipment	364.00	6,592.49	7,000.00		407.51
6542 Equipment Rental	599.00	1,599.00	3,000.00	(1,120.00)	281.00
TOTAL REPAIR & MAINTENANCE	1,463.00	14,065.46	19,100.00	(4,120.00)	914.54
DEBT SERVICE					
6550 Operating Loan	-	-	-	-	-
TOTAL DEBT SERVICE	-	-	-	-	-
OTHER SERVICES & CHARGES					
6560 Water Testing	-	3,922.89	3,800.00	125.00	2.11
6570 Lake Weed Treatment	-	53,264.60	50,000.00	3,275.00	10.40
6580 Erosion Control/Matching Funds	-	-	-	-	-
6590 Contingency Funds 10%	-	-	5,000.00	(5,000.00)	-
6600 6% Manna Permit Sales	-	2,339.16	2,300.00	45.00	5.84
6610 Cumulative Maintenance Fund	-	-	-	-	-
6620 Dam/Spillway Inspection	1,117.00	4,000.00	4,000.00	500.00	500.00
6630 Spillway Repairs (Cum Maint Fund)	-	13,969.21	15,000.00	(710.00)	320.79
6640 Soil Testing IDEM	-	-	-	-	-
6660 Dredging Engineering	-	-	-	-	-
6661 Disposal Site Preparation	-	5,845.26	-	5,850.00	4.74
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	(700.00)	88.00
6681 Fireworks	-	6,500.00	6,500.00	-	-
6682 Ramp Repairs	-	-	-	-	-
TOTAL OTHER SERVICE & CHGS	1,117.00	137,053.12	134,600.00	3,385.00	931.88
GRAND TOTAL SERVICES & CHARGES	4,380.00	224,654.61	239,175.00	(11,355.00)	3,165.39
OTHER CAPITAL OUTLAYS					
MACHINERY & EQUIPMENT					
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	-	-	-	-	-
TOTAL MACHINERY & EQUIPMENT	-	-	-	-	-
OTHER CAPITAL OUTLAYS					
6730 Patrol Boat/Trailer	-	-	-	-	-
6740 Weed Harvester	-	-	-	-	-
6750 Truck Payments 12 mos.	-	-	-	-	-
6760 Other Capital Outlays	-	-	-	-	-
TOTAL OTHER CAPITAL OUTLAYS	-	-	-	-	-
GRAND TOTAL CAPITAL EXPENDITURES	-	-	-	-	-
TOTAL EXPENDITURES BUDGET	15,169.75	451,475.99	458,716.00	-	7,240.01
Excess Expenditures over Revenue	\$ 103,177.19	\$ 30,382.19	\$ (12,516.00)	\$ -	\$ 42,898.19



Lake Lemon Conservancy District

Date: December 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 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$12,845.83

Dated this 16th day of January 2013

Signature of Governing Board



JOHN SCHELL, CHAIRMAN



BRUCE CASSAL, VICE-CHAIR



TINA THRASHER, TREASURER



TIM SPECHT, Sub-Area II



KRISTIN SPICKELMEIER, Sub-Area III



DENNIS FRIESEL, Sub-Area V



PAM DUGAN, Sub-Area VI

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01/08/13

LAKE LEMON CONSERVANCY
Payroll Summary
December 2012

	MADDEN, ROBERT E			VanTassel, James P			WARTHAN, LEVI R			TOTAL	
	Hours	Rate	Dec 12	Hours	Rate	Dec 12	Hours	Rate	Dec 12	Hours	Rate
Employee Wages, Taxes and Adjustments											
Gross Pay											
Salary			4,492.64			0.00			0.00		
HOURLY PAY-6110			0.00	92.25	14.00	1,291.50			0.00	92.25	
Reg.Pay-6111			0.00			0.00		34.00	0.00		
Reg.Pay-6112			0.00			0.00	62	34.00	2,108.00	62.00	
Reg.Pay 6113			0.00		17.00	0.00			0.00		
Total Gross Pay			<u>4,492.64</u>	<u>92.25</u>		<u>1,291.50</u>	<u>62</u>		<u>2,108.00</u>	<u>154.25</u>	
Deductions from Gross Pay											
Insurance			0.00			0.00			0.00		
Total Deductions from Gross Pay			<u>0.00</u>			<u>0.00</u>			<u>0.00</u>		
Adjusted Gross Pay			<u>4,492.64</u>	<u>92.25</u>		<u>1,291.50</u>	<u>62</u>		<u>2,108.00</u>	<u>154.25</u>	
Taxes Withheld											
Federal Withholding			-510.00			-50.00			-206.00		
Medicare Employee			-65.14			-18.72			-30.56		
Social Security Employee			-188.69			-54.24			-88.54		
IN - Withholding			-152.75			-43.91			-71.67		
Hamilton Co			0.00			-12.92			0.00		
Monroe Co.			-46.72			0.00			-21.98		
Total Taxes Withheld			<u>-963.30</u>			<u>-179.79</u>			<u>-418.75</u>		
Net Pay			<u><u>3,529.34</u></u>	<u><u>92.25</u></u>		<u><u>1,111.71</u></u>	<u><u>62</u></u>		<u><u>1,689.25</u></u>	<u><u>154.25</u></u>	
Employer Taxes and Contributions											
Federal Unemployment			0.00			0.00			0.00		
Medicare Company			65.14			18.72			30.56		
Social Security Company			278.55			80.07			130.70		
IN - Unemployment Company			0.00			0.00			0.00		
Total Employer Taxes and Contributions			<u><u>343.69</u></u>			<u><u>98.79</u></u>			<u><u>161.26</u></u>		

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01/08/13

LAKE LEMON CONSERVANCY
Payroll Summary
December 2012

	<u>TOTAL</u> <u>Dec 12</u>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary	4,492.64
HOURLY PAY-6110	1,291.50
Reg.Pay-6111	0.00
Reg.Pay-6112	2,108.00
Reg.Pay 6113	0.00
Total Gross Pay	7,892.14
Deductions from Gross Pay	
Insurance	0.00
Total Deductions from Gross Pay	0.00
Adjusted Gross Pay	7,892.14
Taxes Withheld	
Federal Withholding	-766.00
Medicare Employee	-114.42
Social Security Employee	-331.47
IN - Withholding	-268.33
Hamilton Co	-12.92
Monroe Co.	-68.70
Total Taxes Withheld	-1,561.84
Net Pay	<u>6,330.30</u>
Employer Taxes and Contributions	
Federal Unemployment	0.00
Medicare Company	114.42
Social Security Company	489.32
IN - Unemployment Company	0.00
Total Employer Taxes and Contributions	<u>603.74</u>

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LAKE LEMON CONSERVANCY

Check Detail

December 2012

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2439	12/5/2012	JOHN NAYLOR TR...		1000 · Peoples Sta...		-563.83
					6252 · Rip Rap/Ero...	-563.83	563.83
TOTAL						-563.83	563.83
Check	2440	12/5/2012	DOTLICH CRANE		1000 · Peoples Sta...		-599.00
					6542 · Equipment R...	-599.00	599.00
TOTAL						-599.00	599.00
Check	2442	12/11/2012	THE HERALD TIMES		1000 · Peoples Sta...		-89.70
					6410 · Subscriptions	-89.70	89.70
TOTAL						-89.70	89.70
Check	2443	12/11/2012	STAPLES CREDIT ...		1000 · Peoples Sta...		-34.64
					6190 · General Busi...	-34.64	34.64
TOTAL						-34.64	34.64
Check	2444	12/11/2012	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	2445	12/11/2012	BLOOMINGTON H...		1000 · Peoples Sta...		-11.98
					6240 · Building & G...	-11.98	11.98
TOTAL						-11.98	11.98
Check	2446	12/12/2012	BUTCH EVANS EQ...		1000 · Peoples Sta...		-525.00
					6350 · Other Prof/S...	-525.00	525.00
TOTAL						-525.00	525.00
Check	2450	12/14/2012	INTERSTATE BAT...		1000 · Peoples Sta...		-364.00
					6541 · Dredging Eq...	-364.00	364.00
TOTAL						-364.00	364.00

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01/08/13

LAKE LEMON CONSERVANCY
Check Detail
 December 2012

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2451	12/14/2012	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	2452	12/14/2012	ANDREWS, HARR...		1000 · Peoples Sta...		-157.45
					6320 · Attorney	-157.45	157.45
TOTAL						-157.45	157.45
Check	2453	12/18/2012	COMCAST CABLE		1000 · Peoples Sta...		-198.98
					6370 · Phone, LDT,...	-198.98	198.98
TOTAL						-198.98	198.98
Check	2454	12/18/2012	SCI REMC		1000 · Peoples Sta...		-303.95
					6460 · Electric	-303.95	303.95
TOTAL						-303.95	303.95
Check	2455	12/18/2012	VISA		1000 · Peoples Sta...		-75.00
					6200 · Regular Gas	-75.00	75.00
TOTAL						-75.00	75.00
Check	2456	12/18/2012	VERIZON WIRELE...		1000 · Peoples Sta...		-32.78
					6370 · Phone, LDT,...	-32.78	32.78
TOTAL						-32.78	32.78
Check	2457	12/18/2012	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	2458	12/21/2012	CLARK EXCAVATI...		1000 · Peoples Sta...		-500.00
					6510 · Building & G...	-500.00	500.00
TOTAL						-500.00	500.00

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LAKE LEMON CONSERVANCY
Check Detail
December 2012

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2459	12/21/2012	DLZ		1000 · Peoples Sta...		-1,117.00
					6620 · Dam/Spillwa...	-1,117.00	1,117.00
TOTAL						-1,117.00	1,117.00

Total Checks: \$ 6,515.53

Lake Lemon Vegetation Management Summary Report

January 16, 2013

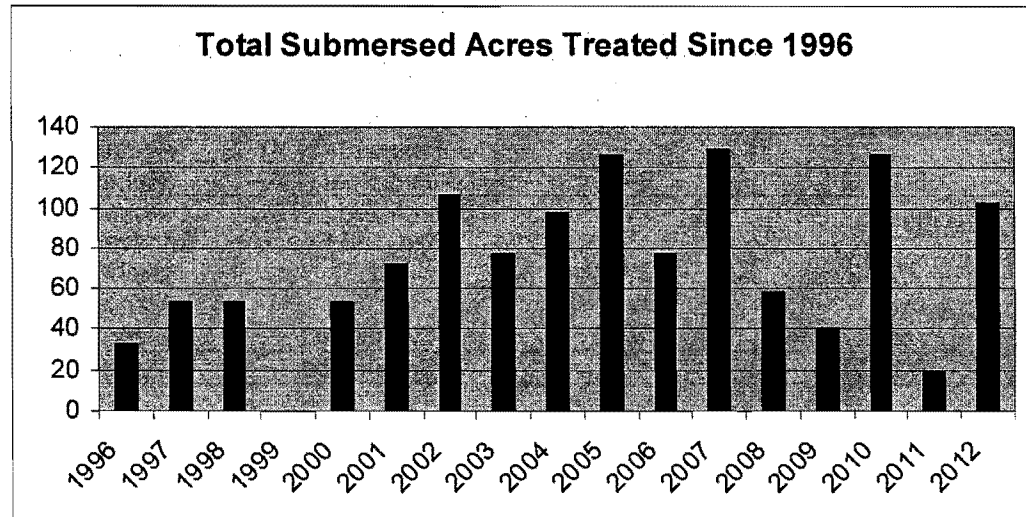
Nathan W. Long

V.P. Lake Management Services

Aquatic Control Inc.

I. Introduction

a. Brief History



b. LARE Funding discussion

II. 2012 Review

- a. Drawdown in winter 2011/2012
- b. Milfoil started coming showing up in late May/early June
 - i. Banner year for milfoil across the Midwest
 - ii. Started later here later than most lakes
- c. June 4
 - i. Entire lake surveyed with Lake biologist and AC
 - ii. Marked areas that needed treatment
 1. Was boating impacted?
 2. Was swimming impacted?
 3. If not impacted would these areas require treatment this summer?
- d. June 11-First Treatment
 - i. 57.4 acres of submersed vegetation
 1. Areas with mixed species treated with contact herbicides
 2. Areas of just milfoil treated with Renovate
 - ii. 7.0 acres of spatterdock
- e. July 2-Second Treatment
 - i. 23.8 acres submersed vegetation
 1. Touched up a few areas from July 2nd



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

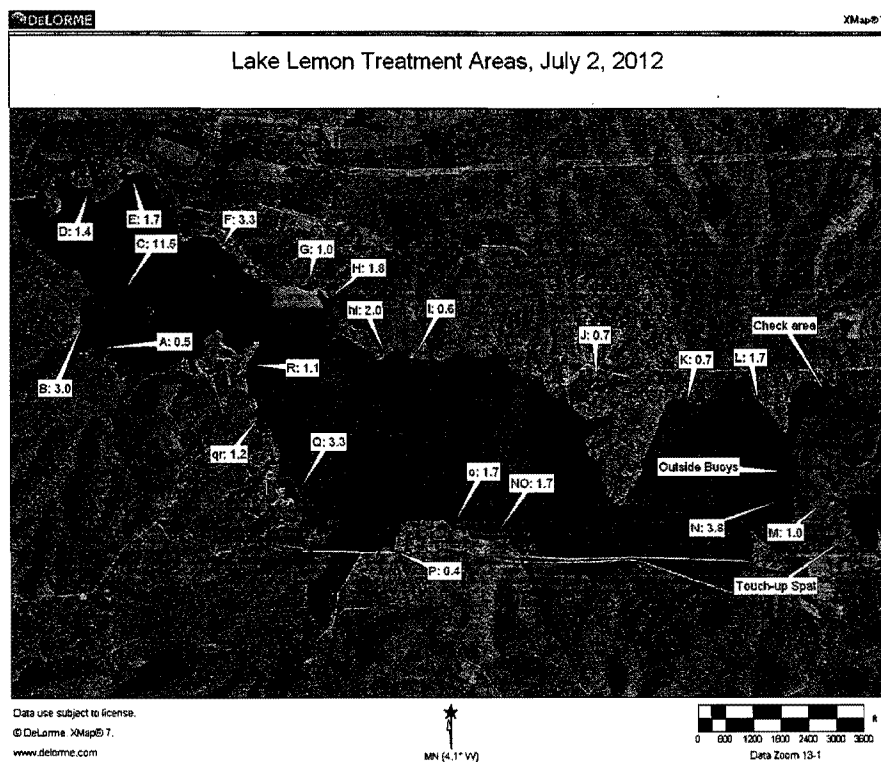


Figure 4. Lake Lemon Treatment Areas, July 2, 2012.

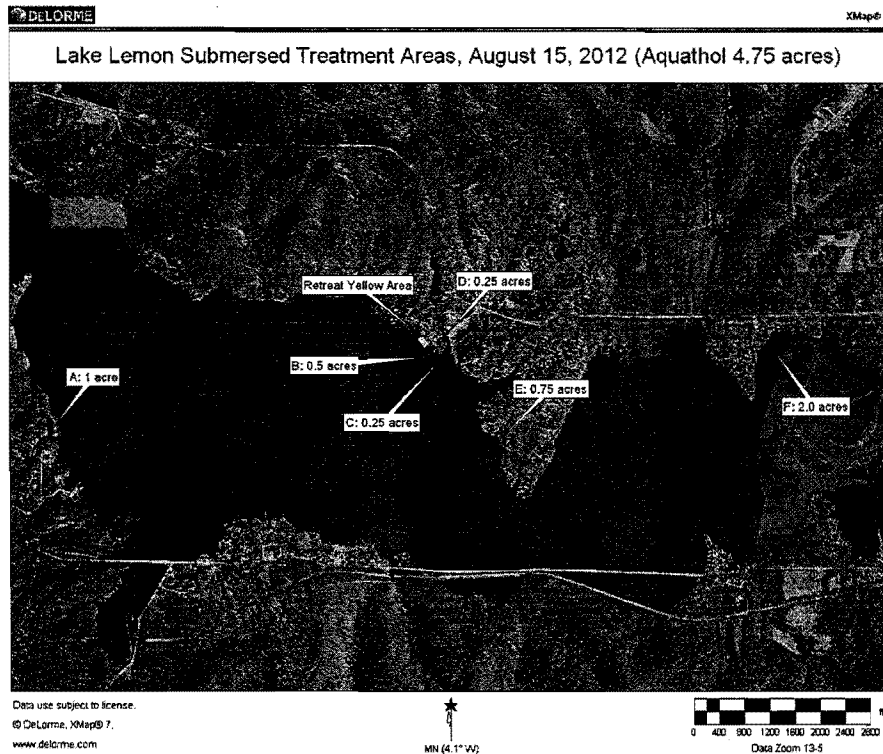


Figure 7. Lake Lemon Treatment Areas, August 15, 2012

- III. What's in store for 2013?
 - a. Milfoil will likely be bad!
 - i. Dense offshore beds by fall
 - ii. Milfoil overwinters (perennial plant)
 - iii. Drawdown not going well for now
 1. Snow cover when cold
 2. High water now
 - b. Budget good enough to take care of lot areas, but main lake treatments will blow the budget up!
 - i. LARE funding possibility
 1. LARE funds are back
 2. Lake Lemon is due to be funded in my opinion
 - ii. Skip lotus treatment in 2013?
 - c. Keep in mind that milfoil spreads rapidly. Spot treating milfoil is a very short term approach
 - i. 2010 treatment vs 2012 treatment
 1. Milfoil topped out by April 2010
 - a. Large shoreline areas treated with Renovate
 - b. Control throughout entire Lake
 2. Milfoil spotty and mixed with pondweeds in June 2012
 - a. Smaller areas treated with aquathol and Renovate
 - b. Control in small areas, but no whole lake control

IV. Questions



Lake Lemon Conservancy District

OPERATING AGREEMENT **LLCD AQUATIC VEGETATION CONTROL**

THIS AGREEMENT is entered into this 16th day of January, 2013, 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 submersed vegetation, American Lotus, and Spatterdock in Lake Lemon during the 2013 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 March 1, 2013 to December 31, 2013.

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 Fifty Thousand Dollars (\$50,000.00), 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 LLC. Nothing in this Agreement shall prohibit Independent Contractor from engaging in work for anyone other than the LLC.

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 LLC and CBU shall be included as additional named-insureds on the policy and Independent Contractor shall provide proof of insurance to LLC.

8. Liability. The LLC 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 LLC 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 LLC 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 LLC.

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: John Schell

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

267285/11820

Exhibit "A"

VEGETATION MANAGEMENT

LAKE SURVEYS

FISH MANAGEMENT



Phone 800-753-5253

Fax 812-497-2460

PROFESSIONAL CONSULTANTS

FOUNTAINS

AERATION SYSTEMS

Proposal No.: 148966

Created : 01/08/2013

Company ID : 1026

Contact ID : 1026

Mr. Bob Madden
Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468

Park Office 812-334-0233
Fax 812-335-0038
Home 812-337-0350

We hereby submit specifications and costs for a **Custom Vegetation Management Program**.

Program Specifications:

Aquatic Control, Inc. will provide licensed aquatic applicators and equipment to complete the treatment of submersed vegetation, American Lotus, and spatterdock in Lake Lemon during the 2013 season at a per acre cost as listed below. In addition, Aquatic Control will complete an initial plant survey of the lake in order to determine treatment areas. Per acre treatment cost includes registered aquatic herbicides, certified aquatic applicators, initial mapping to determine treatment areas, and a guarantee of 90% control of vegetation present at the time of application. If 90% control of target species is not achieved within 14 days of application an evaluation of control and retreatment will be made by Aquatic Control at no additional charge. Regrowth of submersed vegetation may occur following treatment. Additional treatments of this vegetation will incur additional charges.

American Lotus and Spatterdock Application Cost: \$345.00/acre and includes an initial treatment along with a touch-up treatment 2-3 weeks later.

Aquathol/Reward Submersed Vegetation Application Charge: <10.0 acres - \$498.00/acre; 10.0-20.0 acres - \$457/acre; >20.0 acres - \$415/acre

Renovate/Systemic Milfoil Control <10.0 acres-\$549/acre; >10.0 acres-\$499/acre.

Options and/or special terms included in this contract /proposal are as follows:

Client will only be billed on a per/acre basis. Price listed below is an estimate for the 2013 season.

PROGRAM COST: \$50,000.00 (\$50,000.00 plus \$0.00 sales tax)

Nontaxable ☐ Tax Rate 0.000%

Payment Options: (Please check choice)

☐ Net 30

Precautions for water use following treatments:

May require suspension of use of treated water for domestic use, irrigation, and livestock watering. Restrictions vary with the herbicide used with a maximum of 14 days for livestock watering, 14 days for domestic use, and 30 days irrigation. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

Terms:

This contract is for the complete program as described in the above specifications and options sections, with material cost prorated over the entire contract period. The monthly payment is not a per month charge for treatment, therefore, deletion of, or addition of, a portion of the service time does not automatically reduce or increase the contract fee. Payment will be according to the payment option chosen above, with net 30 day terms on monthly billing. Overdue accounts are subject to suspension services.

Authorized Signature: Nathan W. Long

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 stated above.

Date _____ Signature _____

Please sign, date, and return white copy to
Aquatic Control, Inc., P.O. Box 100, Seymour, IN 47274



Lake Lemon Conservancy District

2012 Budget Summary

Revenues: \$481,858.18

Expenses: \$451,475.99

(Revenue – Expenses): \$30,382.19



Lake Lemon Conservancy District

EXTENSION AGREEMENT **LLCD MOWING**

This Extension Agreement is entered into by and between N. Anderson Excavating & Lawn Care LLC. ("INDEPENDENT CONTRACTOR") and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD") this 16th day of January, 2013. The parties agree as follows:

1. Pursuant to Section 3 of the OPERATING AGREEMENT: LLCD MOWING ("Agreement") between the parties, dated March 16, 2011, the Agreement may be renewed under the same terms and conditions for successive one (1) year periods for a cumulative total of four (4) years, so long as INDEPENDENT CONTRACTOR maintains the same cost for services from year to year, by LLCD giving notice of renewal, in writing, to INDEPENDENT CONTRACTOR. By this Extension Agreement, notice of renewal is herein provided by LLCD and accepted by INDEPENDENT CONTRACTOR and the AGREEMENT is hereby extended for a one (1) year term to commence on April 1, 2013 and end on December 1, 2013, except if terminated as provided by the Agreement.
2. All terms and conditions of original Operating Agreement: LLCD Mowing, dated March 16, 2011 remain in full force and effect except as amended herein.

So Agreed on the date first written above.

LAKE LEMON CONSERVANCY DISTRICT

INDEPENDENT CONTRACTOR

John Schell, Chairman
Board of Directors

Nathan Anderson
N. Anderson Excavating & Lawn Care LLC.

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

266221/11820-32

7599 North Tunnel Road, Unionville, IN 47468
Phone 812/334-0233 • Fax 812/335-0038



Lake Lemon Conservancy District

RESOLUTION 01-13-01

WHEREAS, it is necessary and desirable to establish a regular schedule for the Lake Lemon Conservancy District (LLCD) Board of Director's meetings;

IT IS THEREFORE RESOLVED AND ESTABLISHED that the dates, times and locations of the LLCD Board meetings for 2013 are as follows:

Board of Directors Meetings are **January 16th, March 20th, April 17th, May 15th, September 18th, October 16th, and December 11th** at **6:00 P.M.**, located at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**. The **June 22nd, July 20th, and August 24th** meeting will be on **Saturday** at **10:00 A.M.** in the **Riddle Point Park Shelter**.

Board Executive Sessions will, when necessary, **immediately** precede or follow Board Meetings when issues complying with the Indiana Conservancy Act (IC 14-33) and the Indiana "**OPEN DOOR LAW**" are to be discussed (i.e. litigation, prospective employees, employee job performance, land acquisitions, et cetera).

The Annual LLCD Meeting will be **February 6th, 2013** at **6:00 P.M.** at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**.

FURTHER, a copy of this Resolution shall be sent to each of the local newspapers; the Brown County Democrat and the Bloomington Herald Times.

PRESENTED to the Board of Directors of the LLCD this 16th day of January 2013.

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

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

ATTEST: _____
LLCD Board Recorder



Lake Lemon Conservancy District

Schedule of 2013 Board Meeting Dates, Times, and Locations

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

October Cont.	<ul style="list-style-type: none"> • Resolution: Approval of 2014 Fees and Charges • Announcement of Board of Director's Election for 2014 • Winter Drawdown Discussion for 2013-2014
6:00 PM, December 11 th (Wed) SB*	<ul style="list-style-type: none"> • Approval of Surplus Parcel Sublease Agreement for 2014 • Renew Clark Land Lease Agreement for 2014 Disposal Site • Resolution: Board Meeting Dates for 2014 • Transfer of Funds for 2013 Budget • Marina/Club Agreements for 2014 <ul style="list-style-type: none"> ○ Bloomington Yacht Club ○ IU Sailing Club ○ Schell Marina, LLC • Riddle Point Park – Property Use Agreements for 2014 <ul style="list-style-type: none"> ○ Boys and Girls Club of Bloomington ○ Riddle Point Rowing Association, Inc. • Approve IU Rowing Special Event Request for 2014 • Schell Marina – Service Agreement, Sale of Permits for 2014 • Renew Insurance, legal, and accounting agreements for 2014

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

RESOLUTION 01-13-02

WHEREAS, it is necessary and desirable to amend Article VII - Section A of the BY-LAWS of the Lake Lemon Conservancy District Board of Directors to allow the option of combining the November and December Board Meetings.

IT IS THEREFORE RESOLVED AND ESTABLISHED that the attached seal affixed BY-LAWS amendment become effective this 16th Day of January, 2013.

ADOPTED BY THE FOLLOWING VOTE:

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
_____ 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	_____	_____

ATTEST: _____
LLCD Board Recorder

**BY-LAWS
OF THE LAKE LEMON CONSERVANCY DISTRICT**

ARTICLE I.

NAME:

The name of this organization shall be the Lake Lemon Conservancy District, hereinafter designated as the District, and abbreviated "LLCD."

ARTICLE II.

PURPOSE:

The purpose of the District shall be to manage the recreational and environmental potential of Lake Lemon in the best interests of the Freeholders and in strict compliance with the Indiana Conservancy Act 14-33.

ARTICLE III.

AUTHORITY:

The power of LLCD shall be vested in the Board of Directors who shall have management and control of the operation of the Conservancy District. They shall employ such people as deemed necessary and advisable and fix the rates of compensation and duties.

ARTICLE IV.

DIRECTORS:

The Board of Directors shall consist of seven (7) members, one from each of the seven (7) areas of the District.

SECTION A: The voting process and election of Directors will be in compliance with the District's Procedure for Voting and Absentee Balloting (adopted by Board Resolution on October 18, 2000)

SECTION B: Individual Directors may not incur financial obligations without the authorization of the Board of Directors. .

SECTION C: No Proxy votes are allowed by Directors at Board Meetings.

ARTICLE V.

COMPENSATION:

Directors shall serve without pay but may be reimbursed actual expenses while conducting LLCD business providing that these expenses receive authorization from the Board.

ARTICLE VI.

OFFICER QUALIFICATIONS:

One year minimum length of service will be required for any Director to be eligible for election to a Board Officer position unless experienced candidates are not available.

ARTICLE VII.

MEETINGS:

SECTION A: Board meeting shall be held monthly with the Annual February Meeting serving as that month's Board Meeting with a targeted time of ninety (90) minutes unless majority agrees to continue. Board has the option to combine the November and December Board Meetings in any calendar year.

SECTION B: Freeholders are encouraged and may submit agenda items to their District Director for consideration at the next available Board meeting. Directors must submit agenda items to the Chairman ten (10) days in advance of the next scheduled meeting.

ARTICLE VIII.

ATTENDANCE:

Regular attendance at Board Meetings by all Directors is expected. In the event of a Board Member's absence at two or more consecutive Board Meetings, the Board at its discretion may act to declare the absentee Board Member's position vacant.

ARTICLE IX.

RULES OF ORDER:

Establishment of specific "Rules of Order" will be deferred for later action.

ARTICLE X.

AMENDMENT PROCEDURES:

Amendment to By-Laws previously passed; Motions; and Resolutions require a two-thirds (2/3) vote of the Directors.



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 15th 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 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th 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 15th 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 16th day of January, 2013.

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 16th day of January, 2013, 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

2012 Lake Debris

Financial Summary

EXPENSES	
Staff Costs: Dredger 49 hours @ \$34/hr Assistant Dredger 49 hours @ \$17/hr	 \$1,666.00 \$833.00
Fuel (Estimated)	7 Gallons/hour @ \$3.30/gallon x 33 hours= \$762.30
Contractual Services	\$1,200.00
Rental Equipment	\$1,000.00
Grand Total	\$5,461.30



Lake Lemon Conservancy District

2012 Shore-Line Stabilization (Rip-Rap)

Financial Summary

Service Zone (District)	Total Tons (Rip-Rap) Stone	Total Linear Feet
204 (I)* (Riddle Point Ramp)	142.15	100'
124 (IV)* (N. Shore Marina Cove)		25'

*: CBU Shore-line

Total Cost of Rip-Rap Stone: \$2,005.39

Total Staff Costs: \$688.50 (13.5 Hours @ \$51/hour)

Total Fuel (estimated): \$277.20

(7 Gallons/hour @ \$3.30/gallon x 12 hours)

Total Cost: \$2,971.09



Lake Lemon Conservancy District

2012 Sediment Removal

Financial Summary

Personnel Costs	Actual 2012	Budgeted 2012
Dredger 598.5 Hours @ \$34/Hr.	\$20,349.00	\$20,400.00
Assistant Dredger 520.5 Hours @ \$17/Hr.	\$8,848.50	\$10,200.00
Benefits (FICA/SUTA)	\$2,337.29	\$2,448.25
Total Personnel	\$31,534.79	\$33,048.25
Difference (\$)	(-\$1,513.46)	

Supply Costs	Actual 2012	Budgeted 2012
Diesel Fuel (Grease, Oil, etc)	\$12,286.60	\$10,000.00
Dredging Supplies	\$9,233.88	\$4,000.00
Total Supply Cost	\$21,520.48	\$14,000.00
Difference (\$)	(+\$7,520.48)	

Services & Charges	Actual 2012	Budgeted 2012
Insurance	\$9,142.00	\$9,142.00
Repair/Maintenance & Equipment Rental	\$7,191.49	\$10,000.00
Loan Service	\$46,000.00	\$46,000.00
Total Services & Charges	\$62,333.49	\$65,142.00
Difference (\$)	(-\$2,808.51)	

Grand Total	Actual 2012	Budgeted 2012
	\$115,388.76	\$112,190.25
Grand Total Difference +\$3,198.51		



Lake Lemon Conservancy District

2012 Possum Trot Disposal Site Preparation

Financial Summary

Category	Cost
2012 Expenses	
Staff	
Dredger	\$10,047.00 (295.5 Hours @ \$34.00/hr) (29 Days)
Assistant Dredger	\$3,153.50 (185.5 Hours @ \$17.00/hr) (19 Days)
Total Staff Costs	\$13,200.50
Supplies	
Stone	\$5,557.98
Diesel (estimated) (7 gal/hr @ \$3.30/gal x 152 hrs)	\$3,511.20
Grease, Oil, Etc.	\$583.29
Total Supply Costs	\$9,652.47
2012 Grand Total	\$22,852.97

Subj: **RE: Late Fall / Winter Newsletter**
Date: 12/11/2012 1:46:55 P.M. Eastern Standard Time
From: rkessler@indiana.edu
To: Llcdoffice@aol.com
CC: dmden@bsamail.org

Bob,

As discussed in recent months.....The Hoosier Trails Council would like to request permission to send out the following request on the Lake Lemon Conservancy District List-Serv. Representatives would be happy to attend the December or January LLCD meeting.

LLCD Members,

The Hoosier Trails Council, Boy Scouts of America, serve 5,000 youth annually throughout 18 southern Indiana counties with a program of character development, citizenship training, and personal fitness. We achieve this through a wide variety of hands-on, learning-by-doing experiences, including a strong emphasis on outdoor adventures. To further the aquatic adventures we offer, we are in the need of the following items for summer camping program at Maumee Scout Reservation, located near Norman, Indiana in the Hoosier National Forest:

- Single or double -handed Sailboats (Sunfish, Snarks, Lasers, Force 5's, etc...)
- Kayaks (Solo or Tandem)

If you have a boat you wish to donate, please contact Doug Maden at dmden@bsamail.org or 812-336-6809. We will arrange pick up. The Hoosier Trails Council, BSA, is a 501-C-3 organization, and donations are tax deductible!

Let me know what month works best.

Thanks,

Bob Kessler
Lecturer/Academic Specialist
Academic Coordinator
Physical Activity Instruction Program Coordinator
Dept. of Kinesiology
Indiana University
812-855-4232

Monday, January 07, 2013 AOL: Llcdoffice

PARK/LAKE SPECIAL USE AGREEMENT

This agreement must be received no later than 30 days in advance of the event thus allowing sufficient time for processing and implementation.

Please read carefully – Print or Type

GENERAL INFORMATION

Name of Event Lake Lemon Triathlon

Type of Event (include all categories of activities, i.e., sporting, fishing, regattas, etc.)

Triathlon: Swim, bike, run

Date(s) and Times of Event September 14, 2013 ~ 6 AM - 12 PM

Area of Use Requested Riddle Point Park Area (lake, beach area, restroom, surrounding area)

Types of equipment required NONE (we have our own)

Environmental Impact of the Event ~~None~~ Spray-painted (washes off) roads

Who will be providing traffic control and how? Monroe County Sheriff's Department

Who will be providing security and how? Our volunteers

Maximum attendance expected: Participants 250 Spectators 250

Name of event sponsor: If an individual, please give name, address, and phone number; if a business, organization, or club, please give the name, address, and phone number of the group. Also, include the group's President, Treasurer, or Sponsor's name, address, and phone number.

Individual or Organization	Address	Phone Number
<u>Phi Kappa Psi</u>	<u>1200 N Jordan Ave</u>	
<u>Brandon Lucas, Director</u>	<u>2525 N 9th St, Tawawa, IN 47787</u>	<u>812-243-2847</u>
President	Address	Phone Number
<u>Tyler Lucas, Director</u>	<u>11</u>	<u>812-243-0364</u>
Treasurer	Address	Phone Number
Sponsor	Address	Phone Number

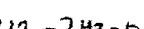
Who will provide cleanup? Lake Lemon Triathlon

INSURANCE INFORMATION

Liability insurance carrier? ~~None~~ ^{ESTX} Through USAT (Certificates will be provided when available)
(Please attach a Certificate of Insurance to this Application)

NOTE: The Policy must be shown in full force and effect, naming the Lake Lemon Conservancy District and City of Bloomington Utilities as additional insureds.

I hereby affirm that the above is true and correct. I have been authorized by Boris Makhin to apply for this permit and enter into this agreement, which includes adherence by participants to all terms and conditions as provided in this agreement.


Signature of Applicant

2525 N 9th St.

Address

812-243-0361

Day Phone

Tyler Lucas
Printed Name
Terre Haute, IN 47804
City, State, Zip
812-243-0361
Night Phone

Please return completed application to:

Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468
Phone: (812) 334-0233

The applicant agrees that during the use of Riddle Point Park and/or Lake Lemon, applicant will not exclude anyone from participation in, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, sex, sexual orientation, religion, or national origin.

This agreement will be reviewed and returned to the applicant as:

1) Approved 2) Denied 3) Approved with Conditions

Denial: _____

Conditional Approval: _____

***** For Office Use Only *****

Date Approved _____ Check Number _____ Amount _____

Event Fee: \$775.00

PARK/LAKE SPECIAL USE AGREEMENT

TERMS & CONDITIONS

Each participant in this event shall abide by the following rules and regulations, which are attached to and made part of this Park/Lake Special Use Agreement:

1. While the Park/Lake Special Use Agreement is in effect, other users and user groups cannot be denied access to the park or the lake except at such times when such access would compromise public safety as determined by the LLCD's sole discretion.
2. If the Park/Lake Special Use Agreement is to include a swimming or boating activity, the sponsoring organization is responsible for providing American Red Cross certified lifeguards and safety equipment as required by the Indiana State Board of Health and recommended by the Health Education Services.
3. All refuse is to be placed in receptacles provided for that purpose. If the size of the event requires additional trash receptacles and/or a commercial dumpster as determined by the LLCD, the user group is responsible for providing such equipment.
4. The State of Indiana and Monroe County Board of Health Codes that regulate public sanitary waste facilities will be in effect during the event and the user group is responsible for providing such equipment.
5. Any solicitation or the sale of goods and/or services on park property is prohibited unless pre-approved by the Conservancy District.
6. If county roads or highways in the Lake Lemon area are to be used for this event, it is the event sponsor's responsibility to obtain all necessary permits to use such roadways.
7. Law enforcement, security, and traffic control services for this event are to be provided by the event sponsor as determined necessary by the LLCD.
8. **The Special Use Agreement fee for the park is a minimum of \$250.00 per event. The Special Use Agreement fee for the lake is \$250.00 per event. Fees payable at time of application.**
9. Each applicant for a Park/Lake Special Use Agreement must provide a Certificate of Liability Insurance, which is to be attached to and made a part of this agreement. LLCD and the City of Bloomington Utilities Department are to be named as additional insureds (\$1,000,000.00 limit).
10. A cancellation refund will only be allowed if the LLCD office is notified, in person, no later than seven (7) days prior to the scheduled event. Rain or other inclement weather shall not be cause for a refund.
11. With due cause, this agreement may be revoked at any time at the sole discretion of the LLCD.

12. All activities, including but not limited to boating and swimming, take place at the individual's own risk. The LLCD or CBU is not responsible for accidents or injuries occurring within the LLCD.
13. Users of the facility shall be responsible for damages occurring on the premises, including but not limited to property damage, clean up costs and expenses incurred for enforcement of this provision, including reasonable attorney fees and costs of collection. The Applicant for the Special Use Agreement agrees to indemnify and hold the LLCD and CBU harmless from any claims or losses for damage or injury, including death, which indemnification shall include all damages, expenses and attorney fees.
14. Waiver of Subrogation - User waives all rights against the Lake Lemon Conservancy District, City of Bloomington Utilities Department, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employers' liability insurance maintained per requirements stated above.
15. Liability and indemnification - The User shall indemnify and hold harmless the Lake Lemon Conservancy District, City of Bloomington Utilities Department, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs)("Claims") which arise or are in any way connected with the use of the facility, or Services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of User, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. User shall not be obligated to indemnify and defend the Lake Lemon Conservancy District and City of Bloomington Utilities Department for claims found to be due to the sole negligence or willful misconduct of indemnified Parties.

I. 7 Year LLCD Dredging History

COMMERCIAL DREDGING ACTIVITY 2006-2008

YEAR	SAFETY		LLCD ACCESS		DISP. SITE PREP		BROWN COUNTY		MONROE COUNTY		TOTAL Cu Yds
	Cu Yds	Location/Service area	Cu Yds	Location	Cu Yds	Location	Cu Yds	Location/Service area	Cu Yds	Location/Service area	
2006*	4200	West Bay/208			360	West/116	5220	Little Africa Chnl/304			9780
2007*					240	West/117	9040	Pt. Idlwan/131, 132	2240	Ice Box Cove/110	11520
2008*							7200	Pt.Idlwan/133,219,302			7200

*Commercial Vendor: Dick Payne using his equipment

28500

Total LLCD Dredging 2006 - 2008: 28,500 Cu Yds @ Cost: \$543,311 or \$18.75/Cubic Yard

Total Private Dredging In 2007 & 2008: 4,000 Cu Yds @ \$0 Cost to LLCD

Areas 108, 110, 114, 126, 128, 130, 131, 132, 133, 134

(WEST 1840 yds)

(EAST 1700 Yds)

Note: Dick Payne advized LLCD that we could save costs by up to 50% if we did our own dredging

2009	NO DREDGING TO SAVE MONEY FOR EQUIPMENT PURCHASE										0
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LLCD MANAGED DREDGING ACTIVITY 2010-2012

YEAR	SAFETY		LLCD ACCESS		DISP. SITE PREP		BROWN COUNTY		MONROE COUNTY		TOTAL Cu Yds
	Cu Yds	Location/Service area	Cu Yds	Location	Cu Yds	Location	Cu Yds	Location/Service area	Cu Yds	Location/Service area	
2010			1100	LLCD Patro Boat Cove/108	550	West/116	5700 1190	Pt. Idlwan/133, 134, 302 Little Africa Chnl/304			8540
2011	3345	West Bay/208	105	Riddle Point Ramp/108	1075	Possum Trot	6545	Pt. Idlwan/134			11070
2012					1905	Possum Trot	6195	Salmon Harbor	5195	BYC Cove/103	13295

LLCD MANAGED DREDGING:

32905

Total LLCD Dredging 2010 - 2012: 32,905 Cu Yds @ Cost: \$331,092 or \$10.00/Cubic Yard

Includes: Disposal Site Prep, Fuel, Supplies, Repair, Maint, Equip Rental, Insurance, & Loan payments

NO Private Dredging:

Note: Once loan paid off, costs reduced by \$46,000 per year

II. DREDGING ACTIVITY SUMMARY

ACTIVITY	Cu Yds	Percent
Safety Areas:	7545	12%
LLCD Access Areas:	1205	2%
Disposal Site preparation:	4130	7%
Monroe County Service Areas:	7435	12%
Brown County Service Areas:	41090	67%

==> 21% SERVICE, 12% MONROE, 67% BROWN

Probably about right ratios

Dredge Rate increased by 36% from 2010 to 2012

LLCD managed dredging costs 56% less per CuYd

III. Dredge summary per year:

2006	9780 Cu Yrds	\$174,547.00	\$17.85/Cu Yrd	Includes West end Disposal site work
2007	11520 Cu Yrds	\$217,544.00	\$18.71/Cu Yrd	Includes West end Disposal site work
2008	7200 Cu Yrds	\$144,200.00	\$20.03/Cu Yrd	Includes West end Disposal site work
2009	0	\$0.00		
2010	9780 Cu Yrds	\$84,810.95	\$8.67/cu yrd	Includes 1/2 year Loan Service
2011	11070 Cu Yrds	\$108,036.09	\$9.76/Cu Yrd	Includes full year Loan Service
2012	13295 Cu Yrds	\$138,241.73	\$10.32/Cu Yrd	Includes full year loan service & Possum Trot Disposal site work

IV. What Do We Need in the Future For Lake Lemon

- PROBLEMS:**
1. Sediment filling in at nearly the rate of removal. ✓
 2. While LLCD has recovered lake access for many freeholders, some access has not yet been recovered.
 3. Large areas of the East Bay (along long causeway & maintenance Line) filling in making boating/skling unsafe.

POSSIBLE Solutions:

Increase Annual Dredging Hours:

- * Can happen naturally when loan paid OFF by \$46,000 annually
- * 2012 budget surplus can be used to pay down loan to achieve 2013 or early 2014 payoff
- * New equipment that can dredge more Cu Yds/hour of work? (Don't know of any YET)
- * Begin doing **Private Dredging** again
- * YOUR SUGGESTIONS HERE

- PROBLEMS:**
4. Previously dredged areas filling in at various rates
 5. Some areas that need dredging inaccessible with existing equipment.
 6. Annual spring flood debris removal

POSSIBLE Solutions:

2nd Smaller Barge:

- * Can access small areas needing dredging (Walker Lane for Example)
- * Can perform maintenance of previously dredged areas
- * Leaves large barge to maintain East bay and other areas at risk
- * Begin doing **private dredging** again
- * YOUR SUGGESTIONS HERE

- PROBLEM:**
7. Limited funds available due to small LLCD TAX BASE

POSSIBLE Solutions:

- * Modest Increase in taxes (NEEDS FREEHOLDER APPROVAL). LLCD Taxes have remained unchanged since 2006
- * ALL LLCD Freeholders need to be kept informed of proposed solutions and have opportunity for INPUT AND APPROVAL.

Service Area Sediment Removal

Year	Service Area	Y3 Removed	Description
2006	116	360	Truck Transfer Site - West End
	208	4,200	Boating Safety Area - West End
	304	5,220	Little Africa Channel
		9,780	
2007	110	2,240	Ice Box Cove
	117	240	Alternate Truck Transfer Site West End
	131	4,960	W. Side of Pt. Idalawn
	132	4,080	W. Side of Pt. Idalawn
		11,520	
2008	133	4,960	E. Side of Pt. Idalawn
	219	1,040	Pt. Idalawn Access Channel
	302	1,200	Pt. Idalawn Access Channel
		7,200	
2010	108	1,100	Patrol Boat Cove
	116	550	Truck Transfer Site - West End
	133/134	1,500	E. Side of Pt. Idalawn
	134	3,900	E. Side of Pt. Idalawn
	302	300	Pt. Idalawn Access Channel
	304	1,190	Little Africa Channel
		8,540	
2011	108	105	Riddle Point Ramp
	134	6,545	E. Side of Pt. Idalawn
	208	3,345	Boating Safety Area - West End
	Possom Trot Disp.	1,075	Possom Trot Disposal Site
		11,070	
2012	103	5,195	BYC Cove
	139	6,195	Salmon Harbor
	Possom Trot Disp.	1,905	Possom Trot Disposal Site
		13,295	
GRAND TOTAL		61,405	