



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Benton Township Senior Citizens Building
May 15, 2013
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval of April 17, 2013 Board Meeting Minutes (JS)
- III. Treasurer's Report (LE)
 - A. April Financial Highlights
 - B. Report of Claims Approval for April
 - C. 2014 Budget Time Line
 - D. Appointment of 2014 Budget Committee
- IV. Appointment of Sub-Area III Director (JS)
 - A. Oath of Office
- V. Dredging Study Group: Update (TT)
 - A. Recommendations (Tentative)
 - 1. 2013 Private Dredging Fee
 - 2. 2013 Private Dredging Contract Approval
 - 3. Barge Operations: In-House vs. Contractual
- VI. Manager's Report (BM)
 - A. Barge Operations: Update
 - B. Aquatic Vegetation: Update (JVT)
 - C. Safety Signage Discussion
 - D. Purchase Agreement: Riddle Point Park Boat Ramp Dock
 - E. Dock Request for Long Causeway Pond
- VII. Public Comment (JS)
- VIII. New Business / Correspondence for Future Agenda (JS)
 - A. Next LLCDD Board Meeting: June 22, 2013; 10:00 AM; Annual Picnic, Riddle Point Park Shelter House
- IX. Adjournment (JS)



Lake Lemon Conservancy District

MONTHLY MEETING Benton Township Senior Citizens Building 6:00 PM

Date: May 15th, 2013

Name	Lake Address	District
TOM Diehl	4162 Channel Rd	7
Randy & MARANEL Pruden	7667 N. John Young Rd	1
Bruce & Rita	7750 Wildwood Dr.	2
David S Shinko	5930 South Shore	7
VINCENT BATTI	6486 SOUTH SHORE	7
Joan Jordan	7721 N-Tunnel R	1
Bruce Cassal	" " " "	1
MIKE BLACKWELL	4071 SALMON HARBOUR RD	7
JIM GABLE	4076 WATSON RD	
" "	7667 TUNNEL	
Rebecca Ball	6521 Snow Harbour LN	7
Jennie KERRY	3973 Solon Lake Rd	7
B. Pendexter	6521 SNOW HARBOUR LN	7
Gina & Harvey	5082 LAKESIDE	3
Larry Jordan	6418 S. Shore	
Joan Jordan	6418 S Shore	
Betty Driscoll	7665 N John Young Rd	1

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Citizens Building
May 15th, 2013**

The May 15th, 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, Pam Dugan, Lance Eberle, Tim Specht, Dennis Friesel Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Rachel Atz, CBU Representative.

I. Opening Comments (Schell)

- a. Schell thanked the Freeholders for attending**

II. Approval of April 17, 2013 Board Meeting Minutes (Schell)

DUGAN MOTIONED TO APPROVE THE APRIL 17, 2013 BOARD MEETING MINUTES. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Eberle)

a. April Financial Highlights

i. Revenue

- 1. Increase in Watercraft Permit Sales and Launch Fees.**

ii. Expenses

- 1. \$5,679.00 for Shoreline Erosion Control (Rip Rap) on City of Bloomington property.**
- 2. \$2,000.00 Firework Show down payment.**

b. Report of Claims Approval for April

EBERLE MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR APRIL 2013. SPECHT SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

c. 2014 Budget Timeline (See Attached)

- i. Eberle reviewed the 2014 Budget Timeline.**

d. Appointment of 2014 Budget Committee

- i. In previous years the Budget Committee had consisted of the Officers of the Board plus the District Manager.

SPECHT MOTIONED TO APPROVE THE APPOINTMENT OF THE 2014 BUDGET COMMITTEE CONSISTING OF JOHN SCHELL, CHAIRMAN; PAM DUGAN, VICE CHAIR; LANCE EBERLE, TREASURER; AND BOB MADDEN, DISTRICT MANAGER. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

IV. Appointment of Sub-Area III Director (Schell)

- a. Post cards were sent out to all Sub-Area III Freeholders.
 - i. This will fill the Sub-Area III directorship vacancy until the next annual board meeting on February 5, 2014.
- b. The LLCD Office received one letter of intent from Kim Mayer.
- c. Tabled to June 22, 2013 Board Meeting

V. Dredging Study Group: Update (Thrasher)

- a. Recommendations
 - i. 2013 Private Dredging Service Fee
 - 1. The DSG recommended to the Board to consider increasing the Private Dredging Service Fee to \$1,250.00. This will cover expenses for future increased fuel costs and any unexpected repairs other than routine maintenance (oil, grease, filters).
 - a. Friesel commented the Freeholders are already paying for the equipment and maintenance.
 - b. Thrasher mentioned there will be no discount for partial barge loads.
 - c. Eberle commented the depreciation cost is included in Watkins' report. See how it is this year and base next year's fee off that.
 - d. Dugan commented there are people who think we shouldn't be in the business of private dredging and others who think we should.
 - e. Specht mentioned if there is a significant increase in the fee in following years, Freeholders will not be happy.

- f. Freeholder, Cassal (I), commented that adding a third of the cost to the fee seems excessive.

SPECHT MOTIONED TO AMEND RESOLUTION 10-12-03's PRIVATE DREDGING FEE FROM \$500.00/BARGE LOAD TO \$1,000.00/BARGE LOAD. FRIESEL SECONDED THE MOTION. FIVE "AYE'S". DUGAN ABSTAINS. THE MOTION CARRIED.

ii. 2013 Private Dredging Service Agreement Approval

1. Thrasher asked the Board to review the contract.
2. Private Dredging Service Fee will be paid in advance.
3. Partial barge loads will be priced at the cost of a full barge load.
4. An updated "Liability and Indemnification" clause states that the LLCDC will not be held responsible for damages except in the case of gross negligence.
5. It is recommended that all docks or non permanent structures be removed from the shoreline prior to private dredging.

FRIESEL MOTIONED TO APPROVE THE 2013 PRIVATE DREDGING SERVICE AGREEMENT. THRASHER SECONDED THE MOTION. FIVE "AYE'S". DUGAN ABSTAINS. THE MOTION CARRIED.

iii. Barge Operations: In-House vs. Contractual

1. The DSG compared the costs of sediment removal using private contractors and in-house operations.
2. Considering private contractor's cubic yard cost, mobilization/demobilization, and use of the LLCDC disposal site it is clear the LLCDC's in-house operation is fiscally more efficient.

THRASHER MOTIONED TO APPROVE THE LLCDC CONTINUE WITH IN-HOUSE OPERATIONS FOR THE SEDIMENT REMOVAL PROGRAM THROUGH AT LEAST 2013. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

VI. Manager's Report (Madden)

a. Barge Operations: Update

- i. Started with Debris Removal
- ii. Shoreline Erosion Control (Rip-Rap)

1. 425 feet at Riddle Point Park

iii. Dredging has commenced at Salmon Harbor

b. Aquatic Vegetation: Update (Van Tassel)

- i. Eurasian water milfoil is starting to appear in certain areas around the lake. Some shorelines are experiencing growth earlier than others. The bay east of Reed Point is starting to show signs of large milfoil beds. Milfoil out competes many native species by having an earlier and longer growing season. This is one characteristic of most invasive plants. Our applicator will be out in the next few weeks for a Tier 1 survey of the lake with the Lake Biologist. Our first treatment will be a week or so after the survey. Renovate, a systemic herbicide, will likely be used which is a preferred treatment for milfoil. The LLCD Office will send out an email with treatment maps and any restrictions prior to the application.**

c. Safety Signage Discussion

- i. An indemnification clause is on the LLCD daily boat permits and on the annual registration cards.**
- ii. Angela Parker, LLCD Attorney, wrote up a disclaimer to put on a 18"x 24" sign to be placed at Riddle Point Park and the Lake Lemon Marina.**
- iii. Friesel mentioned he thought the sign was going to include a map of the lake with shallow areas marked. This could be in effect during only times of low lake level.**
- iv. Dugan commented if you delineate one area you have to be sure to delineate all the shallow areas. It is near impossible to mark all shallow and hazard areas.**
- v. Eberle stated the permit transaction gives the LLCD indemnification. The sign will provide more prudent notice.**

DUGAN MOTIONED TO APPROVE THE PURCHASE AND USE OF THE SAFETY SIGNS PREPARED BY ANGELA PARKER, LLCD ATTORNEY. THRASHER SECONDED THE MOTION. FIVE "AYE'S". FRIESEL "NAY". THE MOTION CARRIED.

d. Purchase Agreement: Riddle Point Park Boat Ramp Dock

- i. Quotes were sent out to six commercial dock vendors.**
- ii. The LLCD received four quotes.**

iii. Deaton Waterfront Services out of Fishers, Indiana was the least expensive quote of \$18,792.00.

1. Eberle asked if the wood decking will be marine grade lumber.

a. Madden replied he will follow up with Deaton to ensure marine decking is used.

SPECHT MOTIONED TO APPROVE THE PURCHASE AGREEMENT FOR THE RIDDLE POINT BOAT RAMP DOCK WITH DEATON WATERFRONT SERVICES. EBERLE SECONDED THE MOTION. FIVE "AYE'S". SCHELL ABSTAINED. THE MOTION CARRIED.

e. Dock Request for Long Causeway Pond

- i. Freeholder, Rebecca Ball, has requested the Board to consider approving a sublease dock on the East end of the pond South of the long causeway.
- ii. No motorized boats will be permitted in the pond.
- iii. Small boats with trolling motors are acceptable however, a LLCD boat registration sticker is required.
- iv. The LLCD will have the option to approve the sublease on an annual basis.

THRASHER MOTIONED TO ALLOW BALL TO PLACE A SUBLEASE DOCK ON THE POND SOUTH OF THE LONG CAUSEWAY WITH A RESTRICTION OF NO MOTORIZED BOATS. SPECHT SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

VII. Public Comment (Schell)

a. Randy Pruden (I) asked about the Canada Goose egg treatment.

i. Van Tassel replied the only accessible nests were found on Cemetery Island. Twenty two nests were treated totaling 175 eggs. It appears to have been an effective treatment.

b. Ron Thrasher (VII) asked how much sediment the LLCD Barge can hold.

i. Madden replied it is estimated the barge holds 105-110Y³. This can vary slightly depending on the solidity of the material being removed.

ii. Schell replied he would measure the capacity of the barge prior to the next Board of Directors Meeting.

c. Barbara Ritter (II) asked if renovate was going to be used for the first weed treatment.

i. Van Tassel commented he will recommend renovate is used since it is more effective on Eurasian water milfoil and milfoil is the primary weed present at this time of the year.

d. Tom Diehl (VII) asked if the private dredging list is available to the Freeholders.

i. The Private Dredging Service Sign-Up Sheet is available on the LLCDC website, lakelemon.org.

VIII. New Business / Correspondence for Future Agenda

a. Next LLCDC Board Meeting: June 22, 2013; 10:00 AM; Annual Picnic, Riddle Point Park Shelter House.

IX. Adjournment

SPECHT MOTIONED TO ADJOURN THE MAY 15, 2013 BOARD OF DIRECTORS MEETING. SCHELL SECONDED THE MOTION. THE MEETING ADJOURNED AT 7:44 PM.

RESPECTFULLY SUBMITTED,

JAMES VAN TASSEL

BOARD RECORDER

Lake Lemon Conservancy District
Budget Summary Report

15-May-13

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	YTD Actuals	Notes
Revenue	\$7,254	\$9,434	\$13,954	\$23,730	\$54,372	
Income Breakdown						
Watercraft Permits				\$15,692		
Launch Fees				\$5,265		
Marina & Club Fees	\$500	\$500	\$1,000	\$0	\$2,000	
Sublease & Access Fees	\$6,000	\$5,575	\$10,310	\$1,970	\$23,855	
Interest	\$179	\$84	\$155	\$148	\$566	
Grants & Donations	\$0	\$0	\$10	\$365	\$365	
Fish Tournaments	\$575	\$25	\$0	\$50	\$650	
Park/Lake Reservations	\$0	\$3,250	\$125	\$250	\$3,625	
Expenses & Margins						
SG&A expenses	\$38,985	\$14,697	\$25,918	\$33,333	\$79,801	
Salaries & Benefits	\$12,108	\$10,037	\$12,826	\$16,745	\$50,716	Dredging
Supplies	\$342	\$2,326	\$3,273	\$8,599	\$14,537	Rip Rap \$5,679
Professional Services	\$705	\$586	\$705	\$2,719	\$4,715	Mowing \$1,812
Communication/Travel	\$232	\$282	\$232	\$232	\$977	
Printing/Advertising	\$11	\$282		\$71	\$293	
Insurance	\$12,979	\$0	\$8,272	\$558	\$21,809	
Utility Services	\$400	\$483	\$385	\$874	\$2,142	
Repair & Maintenance	\$709	\$600	\$225	\$1,439	\$2,973	
Other Services	\$11,500	\$0		\$3,100	\$11,500	Fireworks \$2,000
Machinery & Equipment	\$0	\$102			\$102	
Other Capital Outlays	\$0	\$0			\$0	
Pretax operating profit (loss)	(\$31,732)	(\$5,263)	(\$11,964)	(\$9,603)	(\$25,229)	
Operating margin	-437.4%	-55.8%	-85.7%	-40.5%	-46.4%	

Balance Sheet Summary	January	February Actuals	March Actuals	April Actuals		
Checking/Savings	\$122,926	\$118,433	\$106,219	\$87,023		
General Fund CDs	\$216,009	\$216,009	\$216,009	\$216,009		
Cumulative Maintenance Fund CDs	\$66,797	\$66,797	\$66,797	\$66,797		
Other Balance Sheet Items:						
Fixed Assets	\$454,853	\$454,853	\$454,853	\$454,853		
Accounts payable	\$1,714	\$2,484	\$13,248	\$3,827		
Long-term liabilities	\$100,222	\$100,222	\$100,222	\$89,822		Dredging Equipment Loan
Equity	\$758,649	\$753,386	\$731,175	\$731,819		

Certificate Summary	Value	Rate			Maturity
24 Mth	\$12,978	0.65%			7-Jul-14
24 Mth	\$10,765	0.60%			13-Sep-14
24 Mth	\$100,000	0.60%			13-Sep-14
24 Mth	\$6,063	0.65%			30-Dec-14
24 Mth	\$31,990	0.60%			3-Feb-15
24 Mth	\$5,000	0.70%			20-Dec-13
12 Mth	\$35,000	0.65%			20-Apr-13
182 Day	\$81,009	0.40%			7-Apr-13

LAKE LEMON CONSERVANCY DISTRICT

Financial Statements

For the Period Ending

January 1, 2013 thru April 30, 2013

(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 April 30, 2013 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
May 8, 2013

LAKE LEMON CONSERVANCY

Balance Sheet

As of April 30, 2013

	<u>Apr 30, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	86,722.55
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	787.68
Total Checking/Savings	<u>370,615.75</u>
Total Current Assets	370,615.75
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>825,468.66</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	3,265.44
2020 · State & Co. Withholding Payable	561.70
Total Other Current Liabilities	<u>3,827.14</u>
Total Current Liabilities	3,827.14
Long Term Liabilities	
2800 · Long Term Notes-Net of Current	89,822.44
Total Long Term Liabilities	<u>89,822.44</u>
Total Liabilities	93,649.58
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
3200 · Retained Earnings	70,389.44
Net Income	-48,313.82
Total Equity	<u>731,819.08</u>
TOTAL LIABILITIES & EQUITY	<u>825,468.66</u>

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Cash Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

April 2013

	Apr 13	Jan - Apr 13
Income		
4000 · Watercraft Permits	15,692.00	17,489.00
4010 · Launch Fees	5,265.00	5,822.00
4020 · Marina & Club Fees	0.00	2,000.00
4030 · Sublease & Access Fees	1,970.00	23,855.00
4060 · Interest	148.26	566.21
4070 · Grants & Donations	355.00	365.00
4080 · Fishing Tournament	50.00	650.00
4090 · Park Reservations	250.00	3,625.00
Total Income	23,730.26	54,372.21
Expense		
6000 · Manager	4,582.58	18,330.32
6010 · FICA	960.72	2,754.09
6020 · State Unemployment Tax	246.46	258.20
6030 · Retirement	297.87	4,174.21
6040 · Health Insurance	1,681.51	6,263.18
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	562.88	562.88
6110 · Lake Biologist	2,040.50	6,205.50
6112 · Dredger (Other)	4,060.00	8,872.50
6114 · Assistant Dredger (Other)	1,312.50	2,030.00
6120 · Season & Launch Permits	0.00	1,486.05
6130 · Daily Permits	0.00	199.82
6140 · Receipt/Tickets Books	0.00	289.26
6160 · Printer, Copier & Computer Supp	0.00	156.67
6170 · Miscellaneous-Other	118.47	218.52
6180 · Postage	95.67	282.09
6190 · General Business Supplies	23.63	130.58
6200 · Regular Gas	75.00	305.00
6240 · Building & Grounds	313.70	773.13
6250 · Boat/Weed Harvester/Truck	195.00	517.91
6251 · Dredging Supplies	2,094.96	2,758.27
6252 · Rip Rap/Erosion Control	5,679.82	5,679.82
6290 · Signs & Nautical Markers	0.00	1,842.00
6300 · Accounting Services	450.00	1,800.00
6310 · Grass	1,812.50	1,812.50
6320 · Attorney	456.11	966.11
6350 · Other Prof/Secretarial Service	0.00	136.00
6370 · Phone, LDT, Pager, E-Mail	231.56	926.57
6410 · Subscriptions	0.00	50.00
6430 · Ads	61.41	83.25
6440 · Other	9.38	280.52
6450 · Insurance	558.00	21,809.00
6460 · Electric	330.95	1,393.80
6470 · Water	42.14	168.56
6480 · Trash	400.82	481.03
6500 · Pump Holding Tank	100.00	100.00
6510 · Building & Grounds Expense	485.00	1,555.00
6520 · Boat	838.75	838.75
6530 · Truck	0.00	463.91
6541 · Dredging Equipment Maintenance	115.00	115.00
6662 · Debt Service-Dredging Loan	0.00	0.00
6670 · Debt Service (Dredging Equip.)	1,100.31	2,353.03
6681 · Fireworks	2,000.00	2,000.00
Total Expense	33,333.20	102,686.03
Net Income	-9,602.94	-48,313.82

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05/08/13

Cash Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through April 2013

	Jan - Apr 13	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	17,489.00	102,000.00	-84,511.00	17.1%
4010 · Launch Fees	5,822.00	16,000.00	-10,178.00	36.4%
4020 · Marina & Club Fees	2,000.00	8,000.00	-6,000.00	25.0%
4030 · Sublease & Access Fees	23,855.00	26,000.00	-2,145.00	91.8%
4040 · Property Tax - Brown Co.	0.00	54,000.00	-54,000.00	0.0%
4050 · Property Tax -Monroe Co.	0.00	196,000.00	-196,000.00	0.0%
4060 · Interest	566.21	2,500.00	-1,933.79	22.6%
4070 · Grants & Donations	365.00	6,000.00	-5,635.00	6.1%
4080 · Fishing Tournament	650.00	800.00	-150.00	81.3%
4090 · Park Reservations	3,625.00	4,500.00	-875.00	80.6%
4100 · Park Admisioin Fees	0.00	27,500.00	-27,500.00	0.0%
4130 · Dredging/Rip-Rap Income	0.00	10,000.00	-10,000.00	0.0%
Total Income	54,372.21	453,300.00	-398,927.79	12.0%
Expense				
6000 · Manager	18,330.32	54,991.00	-36,660.68	33.3%
6010 · FICA	2,754.09	10,564.00	-7,809.91	26.1%
6020 · State Unemployment Tax	258.20	332.00	-73.80	77.8%
6030 · Retirement	4,174.21	7,149.00	-2,974.79	58.4%
6040 · Health Insurance	6,263.18	18,700.00	-12,436.82	33.5%
6050 · Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 · Gate Attendant	562.88	14,250.00	-13,687.12	4.0%
6090 · Park Maintenance Technician	0.00	2,800.00	-2,800.00	0.0%
6100 · Lake Patrol	0.00	4,800.00	-4,800.00	0.0%
6110 · Lake Biologist	6,205.50	14,000.00	-7,794.50	44.3%
6111 · Dredger	0.00	21,000.00	-21,000.00	0.0%
6112 · Dredger (Other)	8,872.50	10,500.00	-1,627.50	84.5%
6113 · Assistant Dredger	0.00	10,500.00	-10,500.00	0.0%
6114 · Assistant Dredger (Other)	2,030.00	5,250.00	-3,220.00	38.7%
6120 · Season & Launch Permits	1,486.05	1,000.00	486.05	148.6%
6130 · Daily Permits	199.82	250.00	-50.18	79.9%
6140 · Receipt/Tickets Books	289.26	400.00	-110.74	72.3%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	156.67	500.00	-343.33	31.3%
6170 · Miscellaneous-Other	218.52	1,350.00	-1,131.48	16.2%
6180 · Postage	282.09	1,300.00	-1,017.91	21.7%
6190 · General Business Supplies	130.58	500.00	-369.42	26.1%
6200 · Regular Gas	305.00	4,000.00	-3,695.00	7.6%
6210 · Diesel	0.00	12,500.00	-12,500.00	0.0%
6240 · Building & Grounds	773.13	3,500.00	-2,726.87	22.1%
6250 · Boat/Weed Harvester/Truck	517.91	2,000.00	-1,482.09	25.9%
6251 · Dredging Supplies	2,758.27	8,000.00	-5,241.73	34.5%
6252 · Rip Rap/Erosion Control	5,679.82	10,000.00	-4,320.18	56.8%
6290 · Signs & Nautical Markers	1,842.00	2,000.00	-158.00	92.1%
6300 · Accounting Services	1,800.00	5,400.00	-3,600.00	33.3%
6310 · Grass	1,812.50	10,875.00	-9,062.50	16.7%

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05/08/13

Cash Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through April 2013

	Jan - Apr 13	Budget	\$ Over Budget	% of Budget
6320 · Attorney	966.11	6,000.00	-5,033.89	16.1%
6330 · Consulting Engineer	0.00	4,000.00	-4,000.00	0.0%
6350 · Other Prof/Secretarial Service	136.00	500.00	-364.00	27.2%
6370 · Phone, LDT, Pager, E-Mail	926.57	3,400.00	-2,473.43	27.3%
6410 · Subscriptions	50.00	300.00	-250.00	16.7%
6420 · Newsletter	0.00	800.00	-800.00	0.0%
6430 · Ads	83.25	300.00	-216.75	27.8%
6440 · Other	280.52	1,500.00	-1,219.48	18.7%
6450 · Insurance	21,809.00	45,000.00	-23,191.00	48.5%
6460 · Electric	1,393.80	5,000.00	-3,606.20	27.9%
6470 · Water	168.56	600.00	-431.44	28.1%
6480 · Trash	481.03	1,000.00	-518.97	48.1%
6490 · Port-O-Lets	0.00	2,200.00	-2,200.00	0.0%
6500 · Pump Holding Tank	100.00	600.00	-500.00	16.7%
6510 · Building & Grounds Expense	1,555.00	4,000.00	-2,445.00	38.9%
6520 · Boat	838.75	1,500.00	-661.25	55.9%
6530 · Truck	463.91	1,000.00	-536.09	46.4%
6541 · Dredging Equipment Maintenance	115.00	7,000.00	-6,885.00	1.6%
6542 · Equipment Rental	0.00	3,000.00	-3,000.00	0.0%
6560 · Water Testing	0.00	4,000.00	-4,000.00	0.0%
6570 · Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	0.00	2,300.00	-2,300.00	0.0%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	20,646.97	46,000.00	-25,353.03	44.9%
6670 · Debt Service (Dredging Equip.)	2,353.03			
6680 · Other Services and Charges	0.00	2,000.00	-2,000.00	0.0%
6681 · Fireworks	2,000.00	7,000.00	-5,000.00	28.6%
6710 · Boat Dock	0.00	23,000.00	-23,000.00	0.0%
6770 · LLCD Pick-up Truck	0.00	20,000.00	-20,000.00	0.0%
Total Expense	123,333.00	506,874.00	-383,541.00	24.3%
Net Income	-68,960.79	-53,574.00	-15,386.79	128.7%



Lake Lemon Conservancy District

Date: April 31, 2013

ALLOWANCE OF VOUCHERS

Lance Eberle
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 7 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$33,214.09

Dated this 15th day of May 2013


Signature of Governing Board



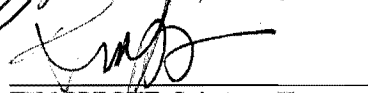
JOHN SCHELL, CHAIRMAN



PAM DUGAN, VICE CHAIR

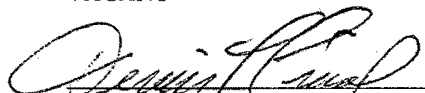


LANCE EBERLE, TREASURER




TIM SPECHT, Sub-Area II

VACANT



DENNIS FRIESEL, Sub-Area V



TINA THRASHER, Sub-Area VII

10:21 AM
05/09/13

LAKE LEMON CONSERVANCY
Check Detail
April 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	4/17/2013	PUBLIC EMP. RET...		1000 - Peoples Sta...		-297.87
				6030 - Retirement		-297.87	297.87
TOTAL						-297.87	297.87
Check	EFTPS	4/15/2013	INTERNAL REVEN...		1000 - Peoples Sta...		-2,257.42
				2010 - FICA & Fede...		-2,257.42	2,257.42
TOTAL						-2,257.42	2,257.42
Check	INTAX	4/1/2013	INDIANA DEPT OF...		1000 - Peoples Sta...		-331.72
				2020 - State & Co. ...		-331.72	331.72
TOTAL						-331.72	331.72
Check	INTAX	4/30/2013	INDIANA DEPT OF...		1000 - Peoples Sta...		-411.24
				2020 - State & Co. ...		-411.24	411.24
TOTAL						-411.24	411.24
Check	2285	4/8/2013	BOB MADDEN		1000 - Peoples Sta...		-96.16
				6170 - Miscellaneous...		-92.49	92.49
				6180 - Postage		-3.67	3.67
TOTAL						-96.16	96.16
Check	2288	4/19/2013	COMMERCIAL SE...		1000 - Peoples Sta...		-185.00
				8510 - Building & G...		-185.00	185.00
TOTAL						-185.00	185.00
Check	2535	4/9/2013	B & B WATER CORP		1000 - Peoples Sta...		-42.14
				0470 - Water		-42.14	42.14
TOTAL						-42.14	42.14

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05/09/13

LAKE LEMON CONSERVANCY
Check Detail
April 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2536	4/9/2013	NAPA AUTO PARTS		1000 - Peoples Sta...		-382.51
					6251 - Dredging Su...	-382.51	382.51
TOTAL						-382.51	382.51
Check	2537	4/9/2013	BROWN CO DEM...		1000 - Peoples Sta...		-44.13
					6430 - Ads	-44.13	44.13
TOTAL						-44.13	44.13
Check	2538	4/9/2013	FLEX PAC, INC.		1000 - Peoples Sta...		-320.11
					6480 - Trash	-320.11	320.11
TOTAL						-320.11	320.11
Check	2539	4/9/2013	STAPLES CREDIT ...		1000 - Peoples Sta...		-58.99
					6170 - Miscellaneous...	-25.98	25.98
					6190 - General Bust...	-23.63	23.63
					6440 - Other	-9.38	9.38
TOTAL						-58.99	58.99
Check	2541	4/9/2013	HOOSIER TIMES, I...		1000 - Peoples Sta...		-17.28
					6430 - Ads	-17.28	17.28
TOTAL						-17.28	17.28
Check	2542	4/9/2013	WHITE RIVER CO-...		1000 - Peoples Sta...		-431.30
					6251 - Dredging Su...	-431.30	431.30
TOTAL						-431.30	431.30
Check	2549	4/16/2013	WATKINS ACCOU...		1000 - Peoples Sta...		-450.00
					6300 - Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00

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LAKE LEMON CONSERVANCY
Check Detail
April 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2551	4/16/2013	ANDREWS, HARR...		1000 · Peoples Sta...		-456.11
					6320 · Attorney	-456.11	456.11
TOTAL						-456.11	456.11
Check	2552	4/16/2013	TODD'S SEPTIC S...		1000 · Peoples Sta...		-100.00
					6500 · Pump Holdin...	-100.00	100.00
TOTAL						-100.00	100.00
Check	2553	4/16/2013	ALL ABOUT BOATS		1000 · Peoples Sta...		-948.75
					8520 · Boat	-753.75	753.75
					6280 · Boat/Waed ...	-195.00	195.00
TOTAL						-948.75	948.75
Check	2554	4/16/2013	ANTHEM BLUE CR...		1000 · Peoples Sta...		-1,681.51
					6040 · Health Insur...	-1,681.51	1,681.51
TOTAL						-1,681.51	1,681.51
Check	2555	4/16/2013	FIRST INSURANC...		1000 · Peoples Sta...		-558.00
					6450 · Insurance	-558.00	558.00
TOTAL						-558.00	558.00
Check	2556	4/16/2013	REPUBLIC SERVI...		1000 · Peoples Sta...		-80.71
					6480 · Trash	-80.71	80.71
TOTAL						-80.71	80.71
Check	2557	4/16/2013	ALL ABOUT BOATS		1000 · Peoples Sta...		-85.00
					6520 · Boat	-85.00	85.00
TOTAL						-85.00	85.00

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LAKE LEMON CONSERVANCY
Check Detail
April 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2558	4/18/2013	VISA		1000 - Peoples Sta...		-341.44
					6200 - Regular Gas	-75.00	75.00
					6240 - Building & G...	-266.44	266.44
TOTAL						-341.44	341.44
Check	2559	4/16/2013	SKY MAGIC PYRO...		1000 - Peoples Sta...		-2,000.00
					6681 - Fireworks	-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Check	2560	4/16/2013	US POST MASTER		1000 - Peoples Sta...		-92.00
					6180 - Postage	-92.00	92.00
TOTAL						-92.00	92.00
Check	2561	4/19/2013	INDIANA DEPT OF...		1000 - Peoples Sta...		-246.46
					6020 - State Unem...	-246.46	246.46
TOTAL						-246.46	246.46
Check	2562	4/19/2013	SCI REMC		1000 - Peoples Sta...		-330.95
					6460 - Electric	-330.95	330.95
TOTAL						-330.95	330.95
Check	2563	4/19/2013	COMCAST CABLE		1000 - Peoples Sta...		-198.88
					6370 - Phone, LDT,...	-198.88	198.88
TOTAL						-198.88	198.88
Check	2564	4/19/2013	VERIZON WIRELE...		1000 - Peoples Sta...		-32.68
					6370 - Phone, LDT,...	-32.68	32.68
TOTAL						-32.68	32.68

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LAKE LEMON CONSERVANCY

Check Detail

April 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2565	4/19/2013	PEOPLES STATE ...		1000 · Peoples Sta...		-11,500.00
					2800 · Long Term N...	-10,399.69	10,399.69
					6670 · Debt Service...	-1,100.31	1,100.31
TOTAL						-11,500.00	11,500.00
Check	2566	4/19/2013	WHIFFEN MACHIN...		1000 · Peoples Sta...		-1,165.00
					6541 · Dredging Eq...	-115.00	115.00
					6251 · Dredging Su...	-1,050.00	1,050.00
TOTAL						-1,165.00	1,165.00
Check	2567	4/29/2013	JOHN NAYLOR TR...		1000 · Peoples Sta...		-5,679.82
					6252 · Rip Rap/Ero...	-5,679.82	5,679.82
TOTAL						-5,679.82	5,679.82
Check	2568	4/29/2013	KENNETH MULLIS		1000 · Peoples Sta...		-300.00
					6510 · Building & G...	-300.00	300.00
TOTAL						-300.00	300.00
Check	2570	4/30/2013	LOWE'S COMPANI...		1000 · Peoples Sta...		-92.09
					6240 · Building & G...	-47.26	47.26
					6251 · Dredging Su...	-44.83	44.83
TOTAL						-92.09	92.09
Check	2577	4/30/2013	KLEINDORFER HA...		1000 · Peoples Sta...		-186.32
					6251 · Dredging Su...	-186.32	186.32
TOTAL						-186.32	186.32
Check	2578	4/30/2013	N. ANDERSON EX...		1000 · Peoples Sta...		-1,812.50
					6310 · Grass	-1,812.50	1,812.50
TOTAL						-1,812.50	1,812.50

TOTAL DISBURSEMENTS \$ 33,214.09

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LAKE LEMON CONSERVANCY
Payroll Summary
 April 2013

	Allender, Clinton L			HAYS, LARRY D			Hopkins, Joseph S			MADDEN, ROBERT E		
	Hours	Rate	Apr 13	Hours	Rate	Apr 13	Hours	Rate	Apr 13	Hours	Rate	Apr 13
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary			0.00			0.00			0.00			4,582.58
HOURLY PAY-6110			0.00			0.00			0.00			0.00
Reg. Pay-6070			0.00			0.00	35.75	9.50	339.63			0.00
Reg. Pay-6111			0.00			0.00			0.00			0.00
Reg. Pay-6112			0.00			0.00			0.00			0.00
Reg. Pay-6114	38.5	17.50	673.75	36.5	17.50	638.75			0.00			0.00
Reg. Pay 6113		17.60	0.00		17.00	0.00			0.00			0.00
Total Gross Pay	38.5		673.75	36.5		638.75	35.75		339.63			4,582.58
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00			0.00			0.00
Adjusted Gross Pay	38.5		673.75	36.5		638.75	35.75		339.63			4,582.58
Taxes Withhold												
Federal Withholding			-69.00			0.00			0.00			-516.00
Medicare Employee			-9.77			-9.26			-4.92			-66.45
Social Security Employee			-41.77			-39.60			-21.06			-284.12
IN - Withholding			-22.91			-21.72			-11.55			-165.80
Hamilton Co			0.00			0.00			0.00			0.00
Law. Co.			-11.79			0.00			0.00			0.00
Monroe Co.			0.00			-6.64			-3.54			-47.66
Total Taxes Withheld			-155.24			-77.22			-41.07			-1,070.03
Net Pay	38.5		518.51	36.5		561.53	35.75		298.66			3,512.55
Employer Taxes and Contributions												
Federal Unemployment			4.04			3.83			2.04			0.00
Medicare Company			9.77			9.26			4.92			66.45
Social Security Company			41.77			39.60			21.06			284.12
IN - Unemployment Company			8.65			10.03			4.36			70.66
Total Employer Taxes and Contributions			64.23			62.72			32.38			421.26

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LAKE LEMON CONSERVANCY

Payroll Summary

April 2013

	Nguyen, Christopher X			VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Hours	Rate	Apr 13	Hours	Rate	Apr 13	Hours	Rate	Apr 13	Hours	Rate	Apr 13
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary			0.00			0.00			0.00			4,582.58
HOURLY PAY-6110			0.00	145.75	14.00	2,040.50			0.00	145.75		2,040.50
Reg. Pay-6070	23.5	9.50	223.25			0.00			0.00	59.25		562.88
Reg. Pay-6111			0.00			0.00		34.00	0.00			0.00
Reg. Pay-6112			0.00			0.00	116	35.00	4,060.00	116.00		4,060.00
Reg. Pay-6114			0.00			0.00			0.00	75.00		1,312.50
Reg. Pay 6113			0.00		17.00	0.00			0.00			0.00
Total Gross Pay	23.5		223.25	145.75		2,040.50	116		4,060.00	396.00		12,558.46
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00			0.00			0.00
Adjusted Gross Pay	23.5		223.25	145.75		2,040.50	116		4,060.00	396.00		12,558.46
Taxes Withhold												
Federal Withholding			-11.00			-144.00			-604.00			-1,344.00
Medicare Employee			-3.24			-29.59			-58.87			-182.10
Social Security Employee			-13.84			-126.51			-251.72			-778.62
IN - Withholding			-7.59			69.37			-138.05			-426.99
Hamilton Co			0.00			-20.41			0.00			-20.41
Law. Co.			0.00			0.00			0.00			-11.79
Monroe Co.			-2.33			0.00			-42.34			-102.51
Total Taxes Withheld			-38.00			-389.88			-1,094.98			-2,866.42
Net Pay	23.5		185.25	145.75		1,650.62	116		2,965.02	396.00		9,692.04
Employer Taxes and Contributions												
Federal Unemployment			1.34			12.24			13.12			36.61
Medicare Company			3.24			29.59			58.87			182.10
Social Security Company			13.84			126.51			251.72			778.62
IN - Unemployment Company			2.87			57.19			87.93			241.71
Total Employer Taxes and Contributions			21.29			225.53			411.64			1,239.04

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Lake Lemon Conservancy District

TENTATIVE LLCD BUDGET PLANNER/KEY DATES FOR 2014 BUDGET

May 15, 2013	Budget Time-Line Calendar – Selection of Board Budget Committee
May 16 – July 19, 2013	Prepare 2014 Budget
June 22, 2013	Discussion of Upcoming Public Meetings on 2014 Budget
July 20, 2013	First Public Discussion on 2014 Budget
August 24, 2013	Second Public Discussion on 2014 Budget
August 28, 2013	<input checked="" type="checkbox"/> Complete Newspaper Budget Notification and Fax to HT & BC Democrat <input checked="" type="checkbox"/> Budget Preparation Completed <input checked="" type="checkbox"/> Deliver State forms to Brown & Monroe County Auditors (2 copies each)
September 4, 2013	First Budget Publication
September 11, 2013	Second Budget Publication (7 days after 1 st publication)
September 18, 2013	Public Hearing on 2014 Budget (6:00 P.M. at Benton Township Senior Citizens Building) (Minimum 10 days after 1 st publication)
October 16, 2013 (But no later than November 1, 2013)	2014 Budget Board Adoption (6:00 p.m., Benton Township Senior Citizens Building); (Minimum 15 days after County Council Reviews Budget)

From: JRobertson@dlgf.IN.gov
To: Llcmdadden@aol.com
Sent: 4/23/2013 1:26:43 P.M. Eastern Daylight Time
Subj: RE: Lake Lemon Conservancy District - 2014 Budget Calendar

Bob,

I cannot verify all the dates yet because they have not been officially set. Legislation is still sitting (next week in the last week) and I will not know for another couple of weeks if they have changed any deadlines. Hopefully, the DLGF will issue the 2013/2014 Budget Calendar by the end of May.

Judy Robertson

Dept. of Local Government Finance

Budget Division Field Rep.

100 N. Senate

IGCN Room N1058

Indianapolis, IN 46204

Office: 317-233-5457

Cell: 317-650-2508

Fax: 317-974-1629

Web Page: www.in.gov/dlgf

Taxpayers First Local Control Excellence

From: Llcmdadden@aol.com [mailto:Llcmdadden@aol.com]
Sent: Tuesday, April 23, 2013 11:25 AM
To: Robertson, Judy
Subject: Lake Lemon Conservancy District - 2014 Budget Calendar

Hi Judy,

Attached, please find the LLCD's proposed 2014 Budget Calendar. If you wouldn't mind, please review and advise if changes are necessary. As always, thanks for your help.

Bob Madden, District Manager

812-334-0233

Subj: **district position**
Date: 5/6/2013 6:24:56 P.M. Eastern Daylight Time
From: kmayer@homefinder.org
To: llcdoffice@aol.com

Hello,

I would like to fill the position vacated by the illness of Kristin Spicklemeier. I have lived full time at Lake Lemon since 2003 and I am very much interested in the future of the lake and the Conservancy. Please let me know if I need to do anything else.

Thank you,

Kim

Kimberly Mayer
Certified Residential Appraiser
Kim Mayer Appraisals
812-325-1637
kmayer@homefinder.org

LLCD Private Dredging Service Agreement

Project Authorization Page

Agreement Number _____ Date Issued _____ Estimated Project Price _____

Projected Start Date _____ Projected Completion Date _____ Estimated Volume (Y³) _____

I have read, acknowledge, and agree to the attached terms and conditions.

Freeholder's Signature

LLCD Manager's Signature

Printed Name

Date: _____

Date: _____

Mailing Address

Lake Address

Telephone

Authorization for Additional Work

I have read and acknowledge the attached terms and conditions. I hereby authorize the additional price.

Reason for Price Increase _____

Freeholder's Signature

Additional Price _____
Estimated Volume (Y³) _____

Printed Name

LLCD Manager's Signature

Date: _____

Date: _____

To Be Completed By LLCD

Initial Amount Paid _____ Check Number _____ Date Received _____

Amount Paid for Added Work _____ Check Number _____ Date Received _____

Final Settlement Refund Amount _____ LLCD Check Number _____ Date Paid _____

ATTACHED TERMS AND CONDITIONS APPLY

2013

LLCD Private Dredging Service Agreement

Terms and Conditions

Lake Lemon Conservancy District (LLCD) is a special taxing unit responsible for the operation and maintenance of Lake Lemon. The LLCD acquired equipment to perform sediment removal based on a long term schedule that prioritizes the removal of sediment based on measured depth of water and the number of freeholders impacted. This long term plan focuses on the maintenance of navigation channels needed for lake access and restoration of navigational depth in the main body of the lake. The plan does not include the removal of sediment from docking areas. As a service to our freeholders, the LLCD is offering dredging services funded exclusively by the freeholder. This service is designed to provide sediment removal from docking areas not included in the dredging plan and areas within the plan ~~that~~ ^{where} one or more freeholders wish to have sediment removed ~~ahead of schedule~~.

Pricing

LLCD will provide dredging services to its freeholders at a rate based on its estimated direct costs of service, including labor, repair, fuel, maintenance, and supplies, all as determined and approved by the Board of Directors, in its discretion. The current price for sediment removal is as follows:

- Minimum Order- \$500.00 per barge load (up to approximately 100 cubic yards)
- Partial barge loads are priced at the minimum order cost.

Due to difficulty in estimating the amount of sediment removed from direct measurement of the lake bottom, pricing will be based on the amount of sediment placed on the barge, which has a measured full capacity of approximately 100 cubic yards.

Estimating the Sediment Quantity

The sediment quantity to be removed from an Agreement area will be estimated by the LLCD based on the size of the removal area, estimated current depth and estimated target depth. This sediment quantity will then be converted to estimated barge load(s) to compute the estimated price for the job. LLCD will strive to satisfy the sediment removal needs of its freeholders, however, it should be understood that sediment removal is an inherently imprecise operation and the estimate is the best determination of cost prior to commencement of a job.

Payment

The total amount charged to the freeholder will be based on the amount of sediment removed, measured to the full-barge load and not in smaller increments. LLCD will provide the freeholder with a volume and cost estimate at the time of Agreement execution. The freeholder shall remit payment to the LLCD, **in advance**, based on the cost estimate. At completion of the job, the LLCD will return excess payment if the amount of sediment actually removed to complete the job is less than the total amount

paid by the freeholder for the project. If the LLCD expends the amount paid based on the initial estimate prior to completion of the job or if the freeholder requests additional work, the LLCD will provide the freeholder with an estimate for the additional work. LLCD will receive authorization for the additional work and collect the estimated additional price prior to completing the job.

Job Standards

LLCD will remove sediment based on the work order area that will be marked with temporary markers where feasible to clearly designate the sediment removal area. LLCD will only remove the amount of sediment required to service the work area and will not exceed the estimated volume and price agreed to by the freeholder without authorization to increase the volume/cost of the job. Each barge load of sediment will be verified by signed load tickets and completed by the barge operator. The LLCD Manager will review and approve all load tickets. The barge operator will not be authorized to work outside the designated project area without approval of the LLCD Manager. The freeholder will not be authorized to make changes to the job with the barge operator but shall direct all requests to the LLCD Manager. The barge operator will be directed to immediately cease dredging operations if a dispute arises.

Liability and indemnification

The Freeholder shall indemnify and hold harmless Lake Lemon Conservancy District "LLCD" their representatives, members, designees, officers, directors, 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 Work performed, Materials furnished, or Services provided under this Agreement by LLCD or its agents. 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. LLCD shall not be obligated to indemnify and defend claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Dispute Resolution

If a dispute arises out of this Agreement, the freeholder must first submit such dispute to the LLCD Manager who shall attempt to resolve the dispute informally. In the event that the dispute is not resolved through the LLCD Manager, it shall be submitted to the LLCD Board of Directors for review and consideration at the next scheduled board meeting. The freeholder agrees to submit to this procedure to attempt to resolve any dispute before resorting to legal action against the LLCD. In the event that the LLCD incurs damages, attorney fees and/or expenses arising from this agreement, the freeholder shall pay such damages, attorney fees, and expenses incurred by the LLCD.

Schedule

The start date and completion date indicated in this Agreement is an estimate and the dates are not guaranteed. LLCD reserves the right to amend the dates, in its sole discretion, based on the conditions, requirements and other factors impacting scheduling and use of the dredging equipment.

Agreement Termination

The freeholder or LLCD may terminate the Agreement for any reason with written notice. If the freeholder terminates the agreement before the work begins, all money initially paid to the LLCD will be refunded in total within 30 days of Agreement termination. Termination of the Agreement during the project by either party will result in immediate cessation of sediment removal and the freeholder will be refunded any unused portion of payment(s) received based on the amount of sediment removed prior to Agreement termination, as defined by this Agreement.

Miscellaneous conditions

The provisions of this Agreement shall be construed in accordance with Indiana law. The parties waive trial by jury for any dispute arising out of this Agreement. The parties hereby stipulate that Monroe County, Indiana shall be the sole and exclusive venue for any dispute arising from this Agreement.

This Agreement contains and memorializes the entire understanding agreement of the parties and may be modified only by a written document, executed by the parties, except as expressly provided herein.

In the event any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which shall remain in full force and effect.

Any notices required to be given under this Agreement shall be given to the address of the freeholder supplied above and to LLCD: Attn: LLCD Manager at 7599 N. Tunnel Road, Unionville, IN 47468.

No. 187

L.L.C.D

Daily Watercraft Permit

By acceptance of this daily watercraft permit, the user(s) hereby agrees to assume all risk and assume full and complete responsibility for all damages, body or property, resulting from such use and hereby releases and holds the Lake Lemon Conservancy District and City of Bloomington Utilities harmless of any and all such claims for damages, including attorney fees, arising from the use of the lake and/or City of Bloomington Utilities land.

User, by him/herself, his/her dependents, spouses, heirs, executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injury 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 the lake and/or City of Bloomington lands, and for the same consideration, hereby agrees to indemnify, hold harmless, release, waive and forever discharge the Lake Lemon Conservancy District, the City of Bloomington, the City of Bloomington Utilities, and their employees, agents, officers, successors and assigns and all other persons and entities associated therewith, for all bodily and personal injury, including injury 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 City of Bloomington land and lake, including, but not limited to, any claim or claims brought by third parties, including guests, invitees, and licenses, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the Lake Lemon Conservancy District and/or the City of Bloomington Utilities.

Signature _____ Date _____

From: afp@ahmcp.com
To: Llcdoffice@aol.com, Llcdmadden@aol.com
Sent: 5/2/2013 11:01:15 A.M. Eastern Daylight Time
Subj: RE: Safety Signs and Liability/Indemnification

Not to be overly simplistic but what if the sign just had the universal red circle with the slash & said:

BOATERS PROCEED AT THEIR OWN RISK.

LLCD/CBU IS NOT RESPONSIBLE FOR INJURY,

INCLUDING DEATH, OR DAMAGES.

BOATERS SHALL COMPLY WITH ALL

LAWS AND REGULATIONS AT ALL TIMES.

You can't really "bargain" for indemnification on a sign- it's more of a permit/licensing issue so they are "signing up" by paying the fee and getting the permit/license. So, the best you can do is post disclaimer/notice on the lake to "warn" boaters. Thoughts?

Angela

Angela F. Parker

Andrews Harrell Mann Carmin Parker P.C.

400 West 7th Street, Suite 104

P.O. Box 2639

Bloomington, IN 47402-2639

Phone: [812-332-4200](tel:812-332-4200)

Fax: [812-331-4511](tel:812-331-4511)

Please visit our website at www.ahmcp.com

IRS Circular 230 Notice: To the extent that this message or any attachment concerns tax matters, it is not intended to be used and cannot be used by a taxpayer for the purpose of avoiding penalties that may be imposed by law. For more information about this notice, see www.ahmcp.com/irs230.html.

Confidentiality Warning: The information contained in and transmitted with the email is confidential and intended for the exclusive and confidential use of the intended recipient. Any dissemination, distribution, copying or use of or reliance upon the information contained in and transmitted with this e-mail by anyone other than the intended recipient is unauthorized. If you have received this in error, promptly delete this message and any attachments from your computer system. Please notify us of the unintended transmission of this e-mail at [\(812\) 332-4200](tel:(812)332-4200). We do not waive attorney-client or work product privilege by the transmission of this message.



**BOATERS PROCEED AT THEIR OWN RISK.
LLCD/GBU IS NOT RESPONSIBLE FOR INJURY,
INCLUDING DEATH, OR DAMAGES.
BOATERS SHALL COMPLY WITH ALL
LAWS AND REGULATIONS AT ALL TIMES.**

1) 18"x 24" Single-Sided .080 Aluminum Sign - \$60



Lake Lemon Conservancy District

To: LLCD Board of Directors
From: Tina Thrasher, Chairperson: Dredging Study Group
Director: Sub Area VII
Subject: Recommendations
Date: May 11, 2013

The Dredging Study Group (DSG) met on Saturday, May 11th at the LLCD Office, and at the conclusion of this meeting, made the below recommendations for consideration by the LLCD Board of Directors at it's upcoming meeting on May 15th, 2013.

- I. Private Freeholder Dredging Discussion
 - a. The current board approved fee for Private Dredging is \$500/Barge Load (100 Y³). Based on a report compiled in December 2012 by Shirley Watkins, LLCD Accountant, the LLCD barge operation cost is 8.98/Y³. This equates to \$898.00 per barge load (100Y³). This cost includes wages, fuel, and routine maintenance (oil, grease, filters). In order to assure adequate funding, a fee of \$1,250.00/Barge Load is recommended by the DSG. This will cover expenses for future increased fuel costs and any unexpected repairs other than routine maintenance. This recommended fee is \$6.00 to \$10.00 per cubic yard less than what a private contractor would charge.
 - b. The DSG reviewed the Freeholder Private Dredging Contract. Changes to the agreement may easily be made, if the LLCD Board decides to adjust the current approved fee. Partial barge loads will be priced at the cost of a full barge load. An updated "Liability and Indemnification" clause states that the LLCD will not be held responsible for damages except in cases of gross negligence. This will include any damage to sea walls or shoreline dock structures. It will be recommended that all docks or non permanent structures be removed from the lake prior to private dredging. The LLCD will require payment in advance. At this time, the DSG recommends approval of the Private Dredging Service Agreement after Board review.

II. Contractual Dredging/LLCD Dredging

- a. The DSG compared the costs of sediment removal using private contractors and in-house operations. The DSG received a quote from SRS, Sediment Removal Services, which gave us a cost of \$15.40/Y³. This includes using our disposal site, and does not include mobilization/demobilization costs. Mobilization/demobilization increases the cost substantially. Dick Payne, LLCD's Contractor, from 2006-2008 averaged \$18.86/Y³. Based on the report compiled by Shirley Watkins, LLCD Accountant, our cost per cubic yard for in-house operations is \$8.98/Y³. Considering the cost of private contractors to mobilize/demobilize and use of LLCD disposal site, it is clear the LLCD's in-house operation is fiscally more efficient. The DSG recommends to the Board that the LLCD focuses on continuing the current in-house operation for, at least 2013.



Lake Lemon Conservancy District

Request For Quote

The Lake Lemon Conservancy District, 7599 N. Tunnel Rd. Unionville, IN 47468 (812-334-0233), is soliciting a written quote for a floating dock.

Quotes are to be submitted by April 1, 2013. Quotes may be submitted by FAX (812-335-0038); US Postal Mail; or by E-Mail (llcdoffice@aol.com).

Specifications

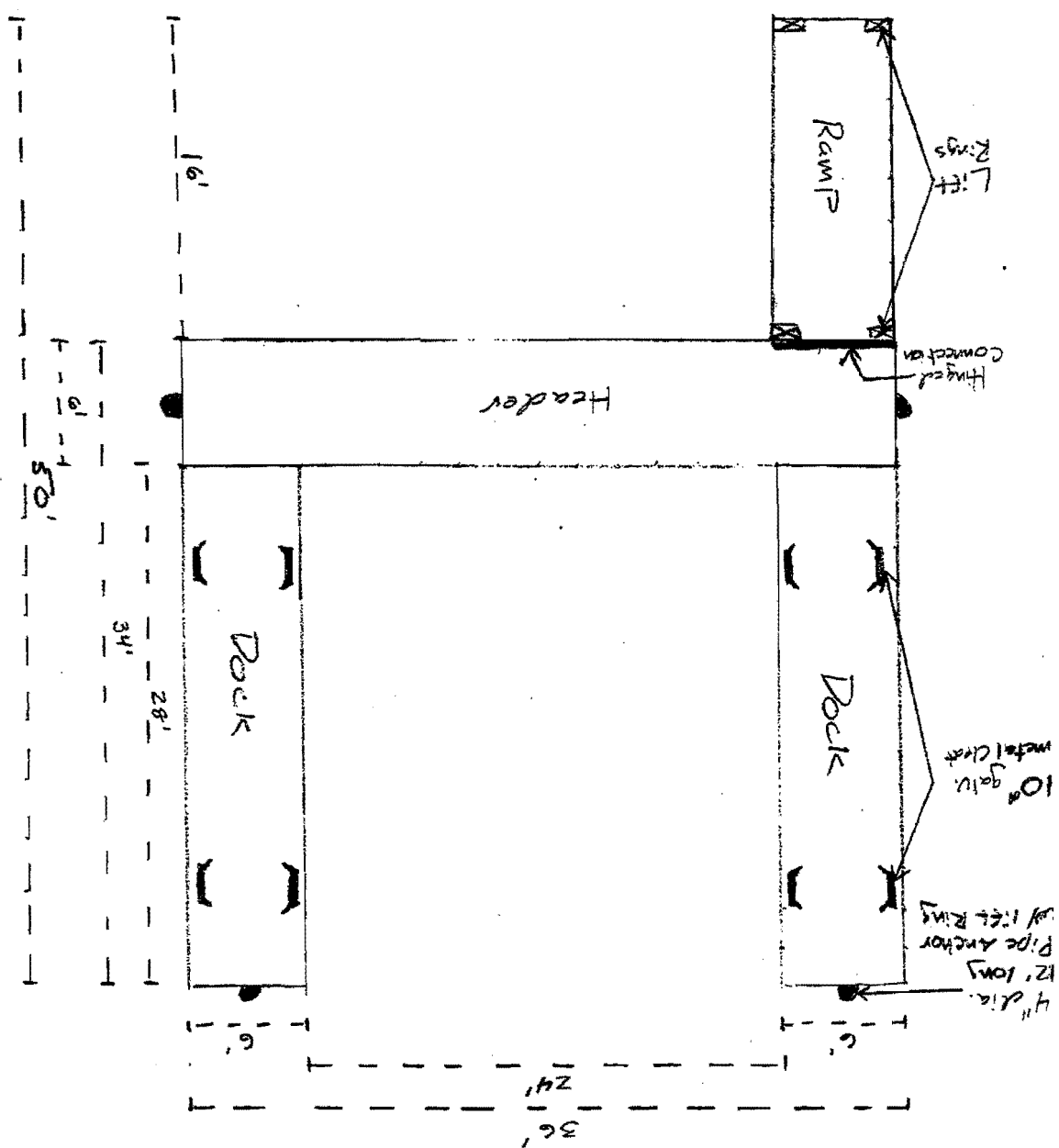
(Vendor Modifications Acceptable)

- I. "U" Shaped Wooden Floating Dock
 - a. Treated marine lumber decking and pad board
 - b. Galvanized steel 12" dock frame
 - c. 4" diameter Sch. 40 galvanized 12' anchor pipe with lift rings
 - d. Two (2) - 28' long x 6' wide Platform Docks
 - e. 36' long x 6' wide Header
 - f. Edges/side of pad board covered with PVC dock bumper
 - g. Four (4) 10" galvanized metal flip up cleats per dock, eight (8) total.
 - h. Hinge point on shore end needs to be covered to reduce tripping.
 - i. Floats subject to vendor recommendation and designed/built for commercial use.

Note: Dock will be used at a Public Boat Ramp with high levels of boating traffic.
- II. Walkway/Ramp
 - a. 16' long x 6' wide Flat Bridge.
 - b. Bridge assembly with four (4) lift rings.
 - c. Meet ADA requirements for rails and slope.
 - d. Treated marine lumber for walkway. Steel Railings.
 - e. Ramp to be level with dock at normal pool lake level.
- III. Quote
 - a. Quote to include cost of delivery and installation.
 - b. Vendor needs to describe warranty offered.

Boles 4"
 Brackets for Pole
 Bumper System
 Float Tanks

LCD Treated Wood Floating Dock



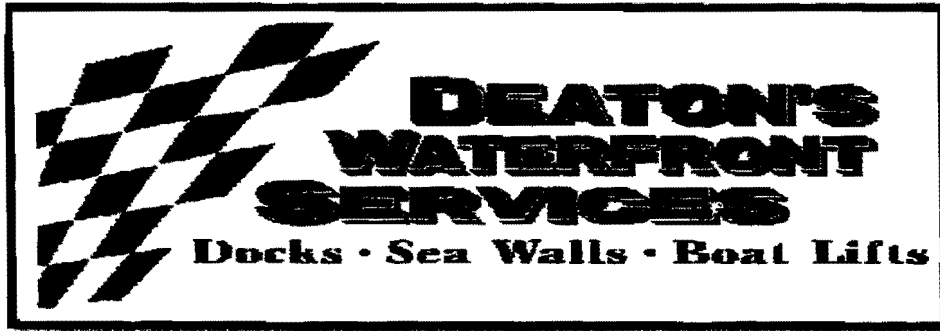
LEGEND
 2' 4' 1' 4' 1'
 - 10" Galv. cleats
 - Lift Rings
 - 4" Dia. 12' long + Sleeve Anchors with 1/2" Rings



Lake Lemon Conservancy District

Dock Quotes for Riddle Point Boat Ramp

Dock Vendor	Cost
Deatons Waterfront Services	\$18,792.00
Shawn Jones	\$19,480.00
Thomas Docks, Inc	\$23,804.00
Indy Boat Lifts and Docks	\$32,102.96



10997 Olio Road
Fishers, In. 46040
Office: 317-336-7180
Fax: 317-336-7188

PROPOSAL SUBMITTED TO:

NAME: Lake Lemon Conservancy District
ADDRESS: 7599 N. Tunnel Rd.
CITY: Unionville, IN. 47468
PHONE: 812-334-0233 Fax: 812-335-0038
Email: llcdoffice@aol.com

DATE: March 5, 2013

1 ½ Angle Iron Galvanized Steel Truss Frame
2 28' x 6' wide (finger) 1 36' x 6' wide (cross section)
Treated Wood Decking
4x6x18 Formex Floats= 11 Total
Rub Rail and Bumper & Metal cleats
16' x 6' walkway ramp with handrails
With treated wood decking

Total \$ 18,792.00

Flotation had 10 year Warranty
Dock is Warranted for period of 1 year for workmanship & Material
Does not cover Storm, Ice & Acts of God

We propose hereby to furnish material and labor. Complete in accordance with the above specifications for the sum of \$ _____. Payment to be made as follows: 50% deposit, balance on completion.

"WE APPRICIATE YOUR BUSINESS" Payments will be made as outlined above. If the payments are not made as schedule and Deaton's Waterfront Services is required to initiate a legal proceeding to collect the balance owed, in addition to the balance Deaton's Waterfront Services may recover all cost of collection including, but not limited to reasonable attorney's fees.

The purchaser acknowledge that there are not representations or warranties to the products being sold or assembled in connection with the damage caused by natural occurrence, acts of god, weather or ice. Those any and all warranties will be assigned or transferred by Deaton's Waterfront Services to the Purchaser upon completion of the above transaction. Deaton's Waterfront Services makes no warranties, on expressed or implied, as to the products other than those provided by the manufacturers and Deaton's Waterfront Services is conveying those products "as is".

ACCPETANCE OF PROPOSAL: THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED; YOU ARE AUTHOURIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE, AS OUTLINED ABOVE.

ALL, MATERIAL IS GUARANTEED TO BE A SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COST WILL BE EXCUTED ONLY UPON WRITTEN ORDERS. AND WILL BECOME AND EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OUR WORK IS FULLY COVERED BY WORKMANS COMPENSATION INSURANCE.

By signing below, the following Purchaser(s) accepts all terms and conditions in relationship to the work, payments of price and warranties.

Agreement with this proposal will require an authorized signature _____.

Date:

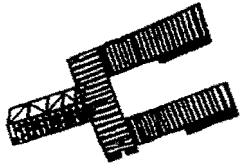
Signature: Wanda Deaton

Date: 3-5-2013

Shawn C. Jones
19404 Potters Bridge Rd.
Noblesville, IN 46060
317-714-0934

Date	Estimate #
3/9/2013	63

			Project
Description	Qty	Rate	Total
U-shaped floating dock:		0.00	0.00
6'x28' finger	2	0.00	0.00
6'x36' header	1	0.00	0.00
6'x16' bridge		0.00	0.00
Propose to fabricate and install floating dock per specifications as provided by Lake Lemon Conservancy District Warranty information will be provided upon approval of said quote. Each component carries its own warranty			
TOTAL INSTALLED PRICE	1	19,480.00	19,480.00
		Subtotal	\$19,480.00
		Sales Tax (0.0%)	\$0.00
		Total	\$19,480.00



Thomas Docks, Inc
20799 Riverwood Ave.
Noblesville, IN 46062

Phone # (317) 774-3790

Fax # (317) 774-3810

www.thomasdocks.com

scott@thomasdocks.com

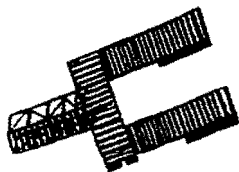
Customer Name		Estimate	
Lake Lemon Conservatory District		Date:	Estimate #
		2/22/2013	2171
Description	Qty	Cost	Total
Construct a 12" galvanized steel frame dock with Treated 2x6 wood decking and 2x12 skirt fastened directly to the steel frame with T-40Torx bolts. 16" Floatation will be Hendren Eagle encased floats The free board to be +/- 21". ALL Edges top and bottom of Pad will be covered with Black PVC dock bumper. 8-10" Tie down cleats will be placed at front and rear of fingers. 1-5" pipe sleeve to be placed at the center of each dock finger and 1 at the end of the header. Header: 6' x 36' Total square feet: 216 Fingers: (2) 6' x 28' Total square feet: 336 Total square feet: 552 Note: charged per square foot	552	32.00	17,664.00
Construct a galvanized steel ramp with treated 2x6 wood decking fastened directly to the steel frame with T-40 Torx bolts. The ramp will have galvanized steel handrails on both side and lifting rings on all 4 corners. Ramp: 6' x 16' Total square foot: 96 Total Square Foot: 96 Note: Charged per total square foot	96	32.00	3,072.00
ALL WORK DESCRIBED IN THE DESCRIPTION ABOVE IS GUARANTEED FOR A PERIOD OF (1) YEAR FROM DATE OF OF DELIVERY (EXCLUDING ACTS OF NATURE OR PERSONAL DAMAGES). MATERIALS ARE ONLY COVERED BY MANUFACTURES WARRANTY. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE OVER AND ABOVE THIS ESTIMATE.		Total	
		ALL JOBS REQUIRE A PERCENTAGE DOWN AND ANY UNPAID BALANCE REMAINING IS DUE UPON COMPLETION	
A carrying charge equal to 2.0% per month or the maximum permitted by applicable law, will be charged on all overdue accounts, and all collection fees, attorney fees, court costs, or any expense involved in the collection will be borne by customer. Customer agrees to pay all attorney fees and expenses incurred in the enforcement of the terms and conditions of this contract.			

Accepted Signature _____

Date: _____

In Representative Capacity: _____

Date: _____



Thomas Docks, Inc
20799 Riverwood Ave.
Noblesville, IN 46062

Phone # (317) 774-3790

Fax # (317) 774-3810

www.thomasdocks.com

scott@thomasdocks.com

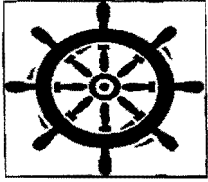
Customer Name	Estimate		
Lake Lemon Conservatory District	Date:		Estimate #
	2/22/2013		2171
Description	Qty	Cost	Total
4"x12' Galvanized steel anchor pipe with welded lifting bars.	48	16.00	768.00
Note: Charged per foot			
4-5" Galvanized Anchor Sleeves for anchor posts	4	75.00	300.00
Delivered and installed		2,000.00	2,000.00
Total			\$23,804.00
ALL WORK DESCRIBED IN THE DESCRIPTION ABOVE IS GUARANTEED FOR A PERIOD OF (1) YEAR FROM DATE OF DELIVERY (EXCLUDING ACTS OF NATURE OR PERSONAL DAMAGES). MATERIALS ARE ONLY COVERED BY MANUFACTURES WARRANTY. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE OVER AND ABOVE THIS ESTIMATE.			
ALL JOBS REQUIRE A PERCENTAGE DOWN AND ANY UNPAID BALANCE REMAINING IS DUE UPON COMPLETION			
A carrying charge equal to 2.0% per month or the maximum permitted by applicable law, will be charged on all overdue accounts, and all collection fees, attorney fees, court costs, or any expense involved in the collection will be borne by customer. Customer agrees to pay all attorney fees and expenses incurred in the enforcement of the terms and conditions of this contract.			

Accepted Signature _____

Date: _____

In Representative Capacity: _____

Date: _____



Indy Boat Lifts and Docks

(317) 933-2033
CELL (317) 979-9827

8720 South Nash Drive
Nineveh, In 46164

Page: 1 of 2

Customer Name

Lake Lemon Conservancy District

Address

7599 N. Tunnel Rd

Unionville, IN 47468

Phone

(812) 334-0233 Fax (812) 335-0038

Email: llcdoffice@aol.com

QNTY	PART NO.	DESCRIPTION	PRICE	AMOUNT
6	D16FLGC16	6x16 Galv/Green Treated Truss Float	2755.00	16530.00
1	D16FLGC4	6x4 Galv/Green Treated Truss Float	1050.00	1050.00
2	SPECIALDL	Special Dock Length Change	82.50	165.00
1	D16FMGC16	6x16 Galv/Green Treated Custom Float	2365.00	2365.00
3	SPECIAL1	Special Weld 3" x 3/8" Plate	44.00	132.00
6	SPECIALC	Commercial Floating Dock Weld	55.00	330.00
12	DFT487212	48x72x12 Float Tank w/Plug	259.00	3108.00
4	MISC1	5" Bracket	95.00	380.00
4	AZP-99802-252.000	12' 4" Pipe	501.99	2007.96
8	D1CSW	Dock Cleat Seat- White	24.00	192.00
160	MISC2	Pad Board (Billed per Foot)	9.00	1440.00
1	D6HINGH	6' Heavy Duty Galv Hinge	296.00	296.00
1	D1TP6	6' Transition Plate	169.00	169.00

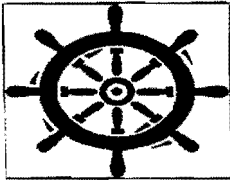
Based on Standard Installation

Continued to Page 2

All prices quoted C.O.D.

Q03242013

75% on order, Balance on completion



Indy Boat Lifts and Docks

8720 South Nash Drive
Nineveh, In 46164

(317) 933-2033
CELL (317) 979-9827

Page: 2 of 2

Customer Name Lake Lemon Conservancy District
Address 7599 N. Tunnel Rd
Unionville, IN 47468
Phone (812) 334-0233 Fax (812) 335-0038
Email: llcdoffice@aol.com

QNTY	PART NO.	DESCRIPTION	PRICE	AMOUNT
20	D1BU8HB	8' Hewitt Black Custom Bumper	26.00	520.00
1	MISC3	Reinforcement Tube	168.00	168.00
			Parts Total	28852.96
			Tax	0.00
			Subtotal	28852.96
			Delivery	750.00
			Assembly	0.00
			Installation	2500.00
Based on Standard Installation				
All prices quoted C.O.D.				
# Q03242013	75% on order, Balance on completion		TOTAL	32102.96
			DOWN	0.00
			TOTAL DUE	32102.96

10-4-2011

We at HEWITT would like to thank you for your interest in our products. We are confident that you will find the service, quality, workmanship, and design of all HEWITT products to be the industry's finest. For over 40 years, boat and watercraft owners have trusted the safety and longevity of their investments to HEWITT lifts, docks, and canopies.

LIMITED WARRANTY

New HEWITT-built docks, with the exception of floating docks and rafts, carry a 15-year conditional warranty on all aluminum and aluminum welds. Floating docks and rafts carry a 2-year conditional warranty. Aluminum decking (excluding paint) is covered by a separate 5-year conditional warranty.

HEWITT Machine and Manufacturing, Inc. warrants all HEWITT-built docks and accessories purchased new by original owner to be free from defects in the material and workmanship under normal use for a period of 24 months from the date of purchase (excluding components and options which carry their own manufacturer's warranty, wherein that warranty will apply). Aluminum decking is separately warranted for a period of five years. Warranty is void when misuse or neglect is the cause. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA FOR PRODUCTS USED FOR FRESH WATER. CHECK ON REQUIREMENTS FOR USE IN SALTWATER.

No other express warranty or guaranty, except as mentioned above, given by any person or entity with respect to HEWITT products shall bind HEWITT Machine and Manufacturing, Inc. This warranty supersedes all other warranties expressed or implied. NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY TO HEWITT PRODUCTS AND ARE HEREBY DISCLAIMED.

In the event of a possible warranty claim, the defective products must be returned to HEWITT Machine and Manufacturing, Inc. If proven to be defective upon inspection, they will be exchanged for new or comparable rebuilt products, as determined by HEWITT Machine and Manufacturing, Inc. and shipped back to the original purchaser. All shipping costs are the responsibility of the customer. Warranty replacement shall not extend the original warranty period of the defective HEWITT products. HEWITT Machine and Manufacturing, Inc. must be notified in writing within one month of the expiration of the applicable period of the express limited warranty stated above for an item to be evaluated for warranty.

The customer's remedies with respect to defective HEWITT products shall be exclusively limited to the repair or replacement remedy as above provided and in no event shall HEWITT Machine and Manufacturing, Inc. be liable for loss of profits, revenues, savings, inconvenience, associated costs, expense for equipment or service, use of capital, facilities, services, storage charges, damage to property, or any other special, incidental or consequential damages caused by the use or misuse of, or inability to use, the HEWITT product, regardless of the legal theory on which the claim is based, and even if HEWITT Machine and Manufacturing, Inc. has been advised of such damages. In no event shall recovery of any kind against HEWITT Machine and Manufacturing, Inc. be greater in amount than the purchase price of the HEWITT product sold by HEWITT Machine and Manufacturing, Inc. and causing the alleged damage. Without limiting the foregoing, the purchaser assumes all risk and liability for loss, damage or injury to persons, animals or property arising out of use or misuse of, or inability to use, the HEWITT product. HEWITT Machine and Manufacturing, Inc. is not liable for third party claims. This limited warranty shall not extend to anyone other than the original purchaser of the HEWITT product, or the person for whom it was purchased as a gift, and states your exclusive remedy. In no event shall HEWITT Machine and Manufacturing, Inc. be liable for incidental or consequential damages to the full extent such may be disclaimed by law.

Unless otherwise noted this warranty agreement is the only warranty agreement between the parties. This agreement states the limits and allocation of risk between the two parties. Customer acknowledges understanding of this warranty and agreement and binding to the terms contained within.

OTHER MANUFACTURER'S WARRANTIES

Non HEWITT Machine and Manufacturing, Inc. manufactured products are sold "as is", without warranty of any kind by HEWITT Machine and Manufacturing, Inc., including an implied warranty regarding

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all such warranties are disclaimed. The sole warranty, if any, with respect to such non HEWITT Machine and Manufacturing, Inc. manufactured products is given by the manufacturer or producer thereof. Based upon HEWITT Machine and Manufacturing, Inc.'s knowledge the following warranties are provided by other manufacturers: Flotation tanks carry a manufacturer's 12 year warranty.

Specifications are subject to change without notice. Made in the USA.

PURCHASE AGREEMENT

This Purchase Agreement is entered into by and between Lake Lemon Conservancy District with a principal address of 7599 N. Tunnel Road, Unionville, IN 47468 (hereinafter "LLCD") and Deaton's Waterfront Services, LLC, an Indiana limited liability company with a principal address of 10997 Olio Road, Fishers, IN 46040 (hereinafter "Deaton"):

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

1. Services to be performed: Deaton shall furnish all labor and materials for the construction of a "U-shaped" wooden floating dock in accordance with the Specifications set forth on Exhibit "A," attached hereto and incorporated as a part of this Agreement (the "Work").

Total Amount of Materials and Labor: \$18,792.00

All Work shall be completed by DEATON on or by July 1st, 2013. Any alteration or deviation from specifications attached as Exhibit A will require a modified, written agreement, signed by the Parties.

2. Payment: LLCD will pay a deposit in the total amount of \$9,396 upon execution of this Agreement and will pay in full the balance due of \$9,396 for Work satisfactorily performed, as determined by the LLCD in its sole discretion, by DEATON within thirty (30) days of the date of invoice ("Due Date").
3. LLCD's Obligation: LLCD will provide DEATON access to the property that is the subject of this Agreement at all reasonable times necessary to DEATON's Work.
4. Warranty: All material installed in the Work is guaranteed by DEATON to be new and as specified in Exhibit A. Deaton warrants that all Work shall be completed in a good and workmanlike manner and in accordance with industry standards. The Work shall be free from defects in material or workmanship and such shall be warranted by DEATON for a one year period from the date of completion except for cause relating to acts of God or alterations to the Work by LLCD. The flotation system shall be warranted for a period of ten (10) years. DEATON shall assign and convey all manufacturer's warranty on materials installed in the Work to the LLCD.
5. Relationship of the Parties: DEATON 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 DEATON's performance under this Agreement, whether for personal injuries or damages of any kind. Nothing in this Agreement shall be construed in any way to constitute DEATON as the agent or representative of the LLCD. DEATON shall maintain appropriate commercial general liability insurance in a minimum amount of Two

Million Dollars (\$2,000,000.00) per occurrence. The LLCD and CBU shall be included as additional named-insureds on the policy. DEATON shall provide proof of insurance to LLCD.

6. **Liability.** The LLCD and DEATON acknowledge and agree that the services to be performed by DEATON under this Agreement are to be performed by DEATON at its own risk and that it assumes all responsibility for any damages or injuries that may result from its performance of services under this Agreement. DEATON agrees to indemnify and hold harmless the LLCD and CBU from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with its services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that DEATON shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, liability insurance and Workers' Compensation insurance, as required by law.
7. **Tax Liability.** DEATON shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to the services under this Agreement.
8. **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.
9. **Addresses:** Payments and other notices shall be provided to DEATON at 10997 Olio Road, Fishers, IN 46040. Invoices and other notices shall be provided to LLCD, Attention: Robert Madden, at 7599 N. Tunnel Road, Unionville, IN 47468.
10. **Severability:** In the event any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement.
11. **Choice of Law and Venue:** The terms and provisions of this Agreement shall be construed in accordance with Indiana law. The parties waive trial by jury for any dispute arising out of this Agreement. The parties hereby stipulate that Monroe County, Indiana shall be the sole and exclusive venue for any dispute arising from this Agreement.

SO AGREED ON THE DATE STATED BELOW:

DEATON WATERFRONT SERVICES, LLC

Dated: _____

By: _____

Its: _____

LAKE LEMON CONSERVANCYDISTRICT

Dated: _____

By: _____

Its: _____

This Instrument Prepared By:
Angela F. Parker, Attorney at Law
ANDREWS HARRELL MANN CARMIN & PARKER, P.C.
400 West 7th Street, Suite 104, P.O. Box 2639
Bloomington, IN 47402-2639
Telephone: (812) 332-4200

EXHIBIT "A"
LAKE LEMON CONSERVANCY DISTRICT
SPECIFICATIONS

I. "U" Shaped Wooden Floating Dock

- a. Treated marine lumber decking and pad board
- b. Galvanized steel 12" dock frame
- c. 4" diameter Sch. 40 galvanized 12' anchor pipe with lift rings
- d. Two (2) – 28' long X 6' wide Platform Docks
- e. 36' long x 6' wide Header
- f. Edges/side of pad board covered PVC dock bumper
- g. Four (4) 10" galvanized metal flip up cleats per dock, eight (8) total
- h. Hinge point on shore end needs to be covered to reduce tripping
- i. Floats subject to vendor recommendation and designed/built for commercial use

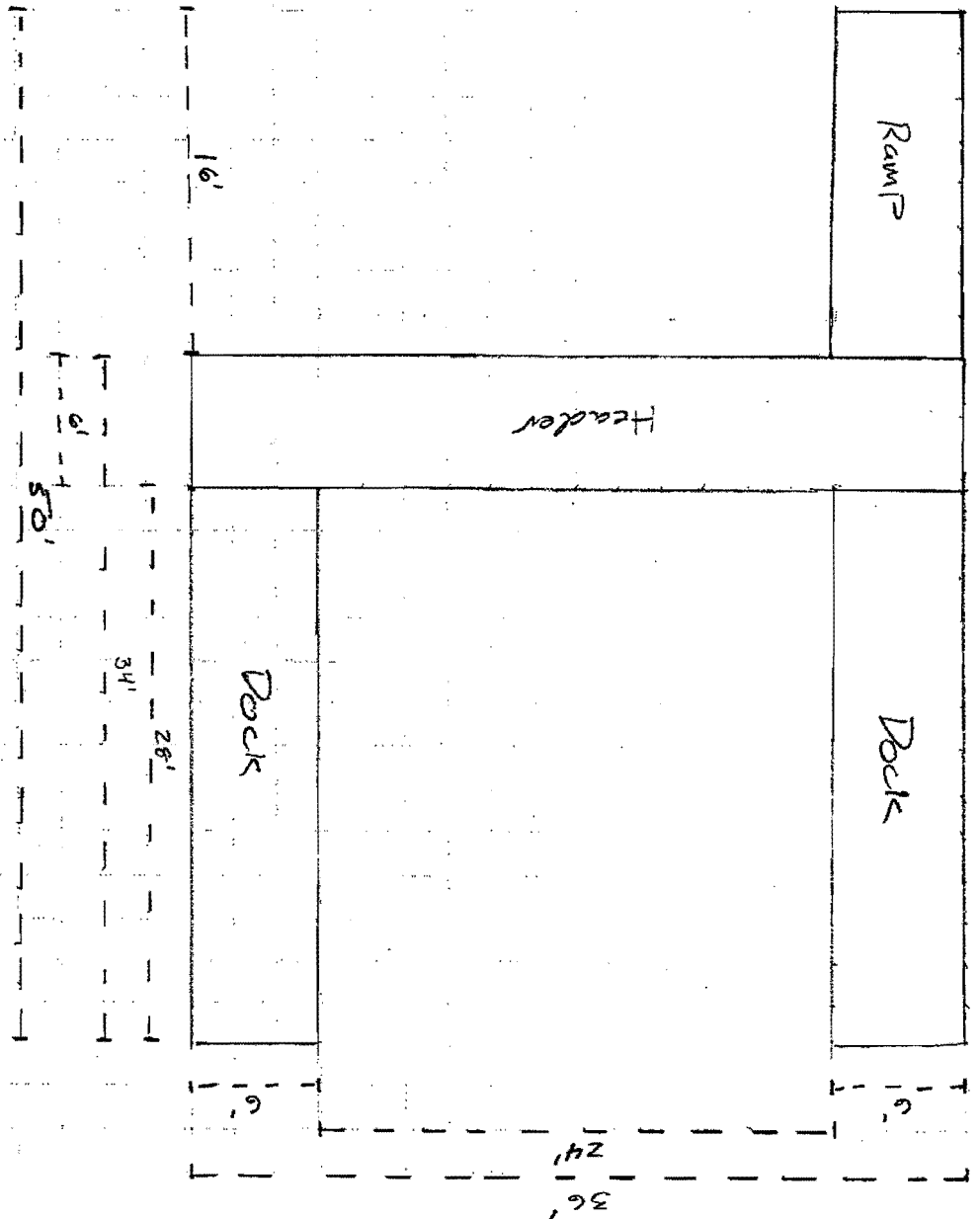
Note: Dock will be used at a Public Boat Ramp with high levels of boating traffic

II. Walkway/Ramp

- a. 16' long x 6' wide Flat Bridge
- b. Bridge assembly with four (4) lift rings
- c. Meet ADA requirements for rails and slope
- d. Treated marine lumber for walkway. Steel Railings.
- e. Ramp to be level with dock at normal pool lake level.

Boles 4"
 Brackets for Pole
 Bumper System
 Float Tanks

LLCD Treated Wood Floating Dock



LEGEND
 2'
 4'

Rebecca Ball



Lake Lemon Shoreline Project Permit Request

1. Name and Address of Applicant:

Rebecca G. Ball
6521 Snug Harbour Ln
Unionville, TN 37468

Home Phone: 345-4098
Office Phone: _____

Name and Address of Contractor or Agent

Home Phone: _____
Office Phone: _____

2. Detailed Description of Proposed Project (attach drawings, dimensions, blueprint – if available, and photographs)

14' x 6' Dock for sitting on or fishing
see description plans

3. Purpose of Proposed Project

For more enjoyment of water by owner, land owned has steep embankment, a dock would allow me to sit down on waters edge. May even have a small canoe to paddle around.

4. Dredged or Fill Material (source and total cubic yards to be placed where)

NONE

5. Other Materials to be Used on this Project

See drawings -
Larry Hubbard is assisting with building

6. Names and Addresses of Adjoining Property Owners or Lessees whose property also adjoins the lake.

Michael Grady
6517 Snug Harbour Ln
Unionville, TN 37468

812-929-2257 cell phone

7. Location on land where project is proposed

Address 6521 Snug Harbour LN
City Unionville, IN County Brown Zip 47468

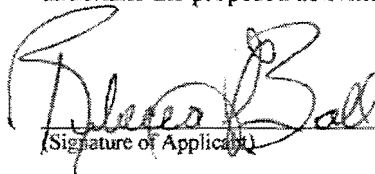
Near what lake landmarks (i.e., spillway, dam, Schell Marina, Riddle Point, causeway, etc.)

South side of causeway

8. List all approvals or certifications and denials received from Federal, State, or Local Agencies for any construction, structures, discharges or other activities described in this application.

Agency	Type Approval	ID No.	Approval Date	Denial Date

9. Application is hereby made for a permit to authorize the project activities described herein. I certify that I am familiar with the information contained in this application, and to the best of my knowledge and belief, such knowledge is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities or I am acting as the duly authorized agent of the applicant.

 5/1/2023 _____
(Signature of Applicant) (Date) (Signature of Contractor or Agent) (Date)

The application must be signed by the person who desires to undertake the proposed project (applicant) and also must be signed by the contractor or agent if one is involved.

Return completed application to:

Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468
Phone: 812-334-0233; Fax: 812-335-0038