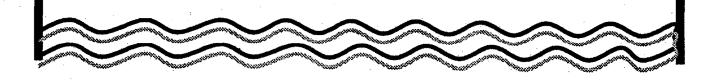


## REVISED DISTRICT PLAN

December 1998



Desk Copy

#### APPENDIX A

- Exhibit 1: Resolution by the Board of Directors tentatively adopting the District Plan.
- Exhibit 2: Copy of court order establishing the District.
- Exhibit 3: Agreement(s) between the District and any other party(s).
- Exhibit 3A: Addendum to Lease Agreement.
- Exhibit 4: Topographic Map.
- Exhibit 4A: District Division and Legal Description.
- Exhibit 4B: Erosion Sites and Water Test Areas.
- Exhibit 5: Petition for District Establishment.
- Exhibit 6: Memorandum to the Honorable (Mayor) Tomilea Allison.

#### APPENDIX B

- Exhibit 1: Work Plan (if written) for Watershed Protection and Flood Prevention for Watershed.
- Exhibit 2: Any Technical Report(s) relevant to the proposed work.

#### APPENDIX C

- Exhibit 1: Preliminary Design Data on Structure #1 (add additional exhibits as required to equal number of structures). For each dam include the following:
  - Copy of map of location of dam on 8/" x 11" paper;
  - Valley Cross-Section at the site showing top of fill, crest of emergency spillway and permanent pool elevation;
  - Area/Storage elevation curves;
  - 4. Cross-Section of the dam;
  - 5. Tentative cost estimates for the Structure.

#### APPENDIX C - CONTINUED

- Exhibit 2: Preliminary Design Data on Channel Improvement.

  N/A For the channel improvements include the following:
  - Condensed profiles of channel improvements showing low bank elevation, hydraulic grade lines identified by frequencies, bridges and other existing or new structures.
  - 2. Cost estimates for the channel improvements.
- Exhibit 3: Preliminary design data of water supply or wastewater collection and treatment facilities, including cost estimates.
- Exhibit 4: Preliminary design data of other work of improvement for beneficial water resource management, including cost estimates.
- Exhibit 5: Estimated Conservancy Budget.
- Exhibit 5A: Cost Information 1998 Approved Budget.

#### APPENDIX D

- Exhibit 1: Benefits analysis including property benefited by proposed works.
- Exhibit 2: Daniel S. Davisson letter.
- Exhibit 3: Lake Lemon Civic Association letter.
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- Exhibit 5: Area Appraisal Services letter.
- Exhibit 6: Earth Dam Visual Inspection Sheet.
- Exhibit 7: Photographs of Conservancy Office/Gate House.

three (3) lobes by two peninsulas known as Riddle Point and Reed Point.

#### 2.20 Economic

There are five hundred twenty-six (526) Freeholders in the Lake Lemon Conservancy District. The majority of the users of the Lake will probably come from Monroe County (Population 108,978) and Brown County (Population 14,080) for year 1990. The projected Population Growth for year 2000 for Monroe 118,900 and 14,900 for Brown Counties. Other users would include residents of most counties within the State of Indiana.

No significant industry or institutions exists within the Conservancy Boundaries. There is no major population growth expected, nor land use change in this area. No scheduled transportation system exists and there are no schools or municipalities within District Boundaries.

#### 3.00 WATER RESOURCE PROBLEMS AND DAMAGES

- 3.10 Flooding N/A
- 3.20 Drainage N/A
- 3.30 Irrigation N/A
- 3.40 Water Supply N/A
- 3.50 Waste Water N/A
- 3.60 Recreation

Lake Lemon is maintained primarily for boating and fishing. Located on the lake are two boat clubs, two marinas and a public launching ramp. Lack of adequate lake maintenance/weed control would result in loss of revenue for marinas and boat permit receipts to the Conservancy District - approximately 815 annual and 2,700 daily permits issued yearly

- 3.70 Erosion N/A
- 3.80 Flow Augmentation N/A
- 3.90 Operation, Maintenance and Improvements

The District is responsible for maintenance and upkeep of the lake, dam and spillway commencing 1 January 1996. Planned actions include weed

control/harvesting with harvesting provided by recently purchased mechanical weed harvester and control by planned chemical treatment. Shoreline stabilization is budgeted for 1996 via rock riprap plus application for Grant assistance. Water quality testing is budgeted for 1996.

Commencing 1997, the District will contract the services of a Professional Engineer experienced in dam design, construction, maintenance and safety related issues to advise of any needed maintenance and/or improvements. Accordingly, a Cumulative Maintenance Fund will be established to handle action deemed necessary by the Engineer and approved by the District's Board of Directors.

Erosion appears to be a significant problem in a number of areas within Lake Lemon's drainage basin.

- 1. Beanblossom Creek from east of Helmsburg to Highway 45 bridge at Trevlac.
- Lower Plum Creek.

#### 4.00 CAUSES OF PROBLEMS

To preserve the recreational excellence of the Lake it is necessary to utilize chemical weed control and mechanical weed harvesting techniques annually. Further, lake patrol is necessary to enforce state statutes as well as Lake Lemon Conservancy Regulations.

Application of stone rip-rap by the Conservancy District and/or through DNR Grant monies will continue for erosion control.

Upstream watershed/agricultural pollution needs to be addressed. Stream, bank and lake shore erosion results in heavy sedimentation primarily in the east end of the lake. On a long-term basis, consideration must be given to Lake dredging and further activity for soil stabilization at the shoreline.

#### 5.00 WORKS OF IMPROVEMENT

#### 5.10 Existing Works of Improvement

A formal agreement exists between the District and the City of Bloomington Utilities for replacement of the inoperative original sluice gate (see Appendix A, Exhibit 3A). The approximate cost of this improvement is \$27,000.00.

Dam and spillway maintenance has been and will be accomplished in accordance with DNR recommendations.

Maintenance and repair of the launch ramp, dock and parking area will be a continuing requirement.

Weed treatment and weed harvesting will continue on a seasonal basis.

Water sampling is accomplished twice per year by SPEA Contract.

#### 5.20 Improvements Desired by the People

- a. Eurasion Milfoil and Water Lily control.
- b. Shoreline erosion containment.
- c. Recreational water quality maintenance.
- d. Boat Ramp repair.

#### 5.30 Proposed Program of the District

Address issues desired by the people.

In addition to items identified in 5.10, the District is investigating dredging at the East end of the lake to maintain and improve boating channels.

#### 5.31 Nature of the Works

Investigation above will include identifying and acquisition of appropriate permits.

Boat launch repair is to be accomplished.

#### 5.32 Location of the works of Improvement

Riddle Point (See Appendix A, Exhibit 4).

Erosion sites and water test areas are shown in Appendix A, Exhibit 4B.

Maintenance and repair of the launch ramp, dock and parking area will be a continuing requirement.

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#### 5.33 Scope of the Proposed Program

Dam and spillway maintenance will preserve the integrity of the structures. Weed treatment/harvesting will keep boating lanes navigable.

Patch holes and resurface damaged Boat Ramp areas. This work will improve ease of launching and safety. Such action will further aid in area erosion control. Other erosion control activity include placement of stone rip-rap for shoreline stabilization, application for DNR Grant monies for an Engineering Study for identification of proper follow-up action to be taken for long term erosion control.

#### 5.34 Purpose(s) Satisfied

Boat ramp resurfacing, weed treatment, weed harvesting, rip-rap application, water quality testing and Engineering Study Grant monies application are all activities undertaken to assure preservation of Lake Lemon as a viable recreational area.

The actions identified in 3.90 assure the proper management of the lake and ensure that the existence of the lake will continue for years to come.

#### 5.35 Purpose(s) Not Satisfied N/A

#### 5.40 Property to be Benefited

This Lake has been in place since 1952. The maintenance of the lake will benefit all 526 Conservancy Freeholders as well as all users of the lake for recreational purposes.

### 5.50 Property to be Taken or Damages Requiring A Construction Easement - N/A

#### 5.60 Environmental Benefits

Watershed containment and erosion control will improve water quality and thereby enhance wildlife habitat.

#### 6.00 ESTIMATED BENEFITS FROM PROGRAM

#### 6.10 Benefits to Urban Properties

There are no benefits or damages to urban properties.

#### 6.20 Benefits to Agricultural Properties

Same as Item 6.10.

#### 6.30 Benefits to Roads and Bridges

Same as Item 6.10.

#### 6.40 Other Benefits

The existence of the District, with its unified control on Lake Management Programs will enhance property values, even for those properties which are not water frontage. Refer to Appendix D, Exhibit 2, Daniel S. Davisson letter, Appendix D, Exhibit 3, Lake Lemon Civic Association letter, Appendix D, Exhibit 4, All Seasons Realtors letter, and Appendix D, Exhibit 5, Area Appraisal Services letter.

#### 7:00 ESTIMATED COSTS OF PROGRAM

#### 7.10 Estimated Cost of Improvements

Lake Lemon was constructed in 1952 as a water source for the City of Bloomington, Indiana. Only additional improvements at this time is repair/replacement of the sluice gate which is to be borne by the City of Bloomington Utilities (see Appendix A, Exhibit 3A). Only expense that the District will assume will be in the nature of operational and maintenance costs.

## 7.20 Estimated Cost of Operation, and Maintenance and Replacement

The Estimated Conservancy Budget is Appendix C, Exhibit 5, identifies total 1996 Cost of Operation of the District to be \$158,148.00 with \$73,794.00 estimated Lake Income resulting in a shortfall of \$84,354.00. The budget information is inclusive of salaries, weed harvesting, erosion control, mowing, capital equipment, weed treatment, water quality testing, etc.

#### 7.30 Estimated Cost of Mitigation Measures. N/A

#### 8.00 COMPARISON OF BENEFITS AND COSTS

#### 8.10 Average Annual Benefits and Costs

In addition to providing a viable recreational area for an average of 3,519 boaters per year, a gross revenue with two marinas and one restaurant of approximately \$250,000 annually (Reference Appendix D, Exhibit 3) it is appropriate to estimate a monetary benefit to Freeholders based upon real estate values with and without the presence of a viable Recreational Lake. This information is included as Appendix D, Exhibit 1.

Annual monetary benefit is \$2,743,344.00.

#### 8.20 Average Annual Costs

The Average annual cost of Lake Lemon Conservancy is operation and maintenance cost only and is therefore identified in 7.20 with reference to Appendix C, Exhibit 5 (Estimated Conservancy Budget). Net annual cost to Freeholders is identified therein as \$84,354.00 after deducting Lake Income.

See additional 1998 approved Budget in Appendix

C, Exhibit 5 a which includes monies for a professional engineer.

#### 8.30 Benefit - Cost Ratio

Utilizing the information contained in Appendix D, Exhibit 1, and from 8.20, the benefit to cost ratio based upon real estate values alone would be as follows:

Total Average Annual Benefits - Average Costs.

Benefit - Cost Ratio = \$2,743,344/\$84,354 = 32.5.

For long term benefit to cost ratio actual appraisal information may be used for estimating benefits by comparing 1990 versus 1995 appraisals for properties within the Conservancy District.

1990 Appraisal \$4,572,400 1995 Appraisal \$6,434,980

This shows a five (5) year increase = 40.74%

Assuming such increase would occur <u>only</u> every ten (10) years, during the 50 year Lease arrangement between City of Bloomington and the Conservancy District (Appendix A, Exhibit 3), the resulting Appraised Property Values would be as follows:

<u>Year</u>		Appraisal
	•	
2005		\$ 9,056,590
2015		12,476,200
2025		17,559,000
2035		24,712,500
2045		34,780,300

This reflects an increased appraisal (\$34,780,300 minus \$6,434,980) = \$28,345,320.

For long term cost estimates the Conservancy District's 1995 Budget shortfall (Appendix C, Exhibit 5) values (requiring tax increase) may be extended over the 50 year period at a per annum increased rate of 3% as follows:

<u>Year</u>	Cost
1995	\$ 84,354
2005	113,361
2015	152,341
2025	204,728
2035	275,131
2045	369,747

The long term benefit versus cost may be computed as follows:

Year 1995-2045 increased appraisal divided by fifty (50) year cost.

Benefit Cost Ratio \$28,345,320/369,747 = 76.7% LONG TERM.

Subsection 8.30 is correct as presented while 8.10 figures are valid and 8.20 costs of improvements are amortized over the serviceable life of the project. Replacement items (i.e. patrol boat) are amortized over their respective useful life.

#### 9.0 PROPOSED SCHEDULE OF INSTALLATION.

Three of nine erosion sites identified by DNR study were accomplished by year end 1998. The six additional erosion sites will be accomplished pending availability of DNR Grant monies and Conservancy Budget dollars estimated to be accomplished within ten (10) years.

Launch ramp repair, boat dock installation and office area erosion control measures have been accomplished by 1998 year end.

Dredging activities and associated permitting are yet to be established. Such activities are considered to be an ongoing program for the serviceable life of the project.

#### 10.0 OPERATION, MAINTENANCE, REPLACEMENT AND INSPECTION.

#### 10.10 Operation, Maintenance and Replacement

Operation and maintenance of Lake Lemon is a primary purpose for District formation and is in compliance with a fifty (50) Year Lease Agreement with the City of Bloomington Utilities (see Appendix A, Exhibit 3). Insurance coverage for the Lake, Dam and Spillway has been purchased by the Conservancy District.

An Emergency Action Plan will be written and implemented. Appropriate Law Enforcement, Emergency Rescue, Fire Department, Municipalities, City of Bloomington Utilities, Local Contractors and Lake Management personnel will be recruited with agreement to serve as an available task force in the event of an emergency.

#### 10.20 Inspection

Regular Dam and Spillway inspection has been accomplished as a routine issue by the Department of Natural Resources. Such inspection will continue on an every other year basis. A copy of the most recent DNR Inspection is included in Appendix D, Exhibit 6.

LEGENO

#### BUDGET ESTIMATE FOR

General Operating Fund (Office, Board, Commission, Department, Institution or Fund)

APPENDIX C EXHIBIT 5A

Lake Lemon Conservancy District
(If City or Town Budget, Enter City or Town Name)

(If County Budget, Enter County Name)

For Calendar Year 19 98

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Other Supplies  Iniforms  Post Equipment  Radio Equipment		190.00	1,100.00 <b>6</b> ,180.00	

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Professional Services				
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# Revised District Plan

December 1996

#### LAKE LEMON CONSERVANCY DISTRICT

#### DISTRICT PLAN

#### BEANBLOSSOM CREEK WATERSHED

#### MONROE-BROWN COUNTY, INDIANA

FEBRUARY 7, 1996 (REVISED) DECEMBER 17, 1996

Prepared pursuant to the Indiana Conservancy Act, IC 14-33 (previously IC 13-3-3.)

#### Prepared by:

#### BOARD OF DIRECTORS OF LAKE LEMON CONSERVANCY DISTRICT

Earl Eberle - Vice-Chairman - District I

Larry Ritter - Chairman - District II

Gene McClarney - District III

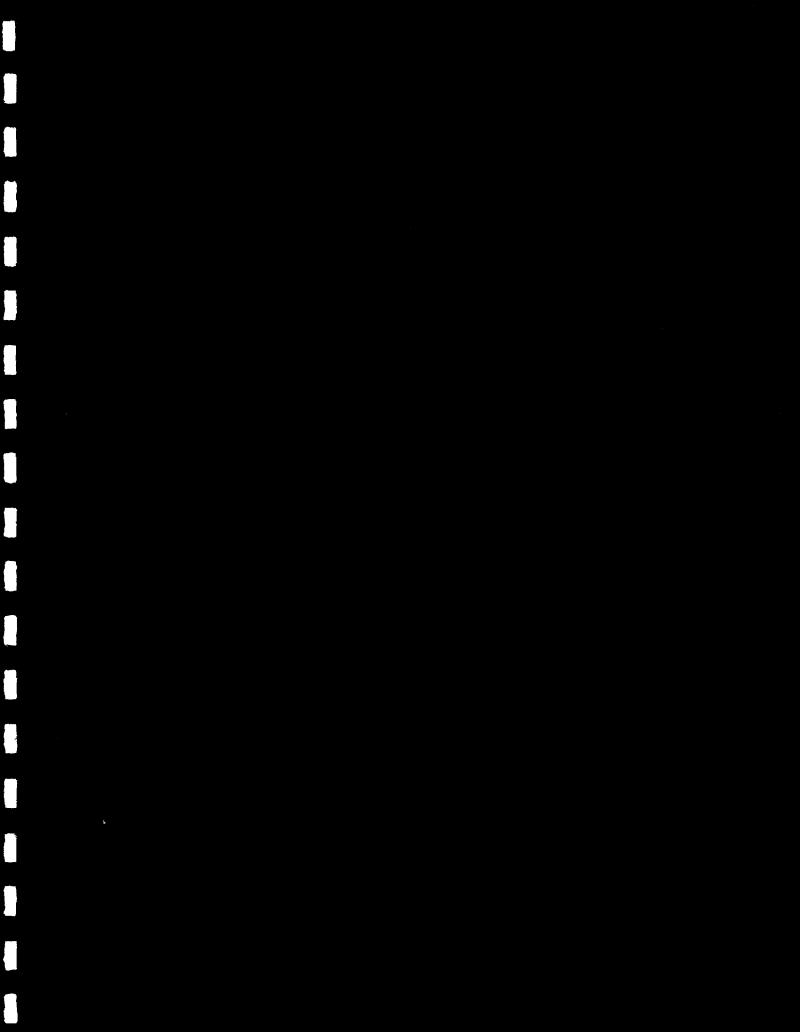
Bud Howard - Treasurer - District IV

Don Spilbeler - District V

Alan McNabb - District VI

Dave Ison - District VII

Steve Glasgow - EX OFFICIO - CBU



#### **ACKNOWLEDGMENTS**

The Directors of the Lake Lemon Conservancy District would like to acknowledge and thank the following people for sharing their knowledge and expertise in their various fields to assist us in planning and forming our conservancy. Their willingness to help has made our goal attainable.

Steve Lucas, Hearing Officer Natural Resources Commission Division of Hearing

Tamara M. Baker Water Planner-Project Development Section State of Indiana Department of Natural Resources Division of Water

Mike Phillips, Director City of Bloomington Utilities

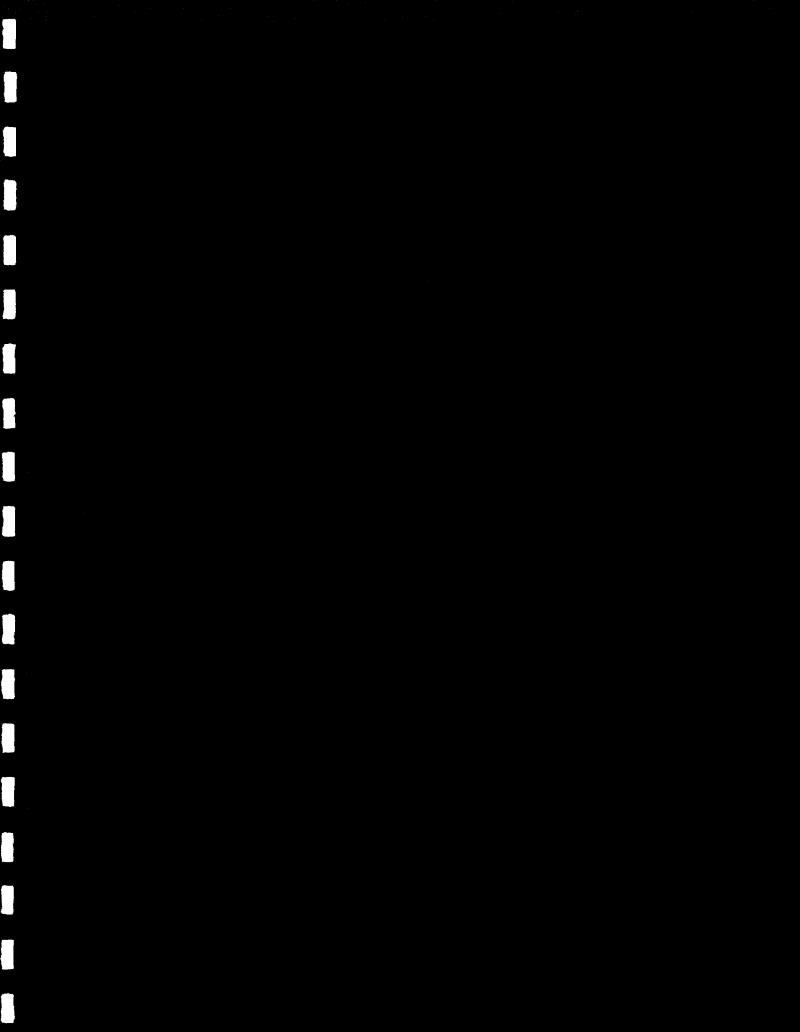
Jeff Underwood, Assistant Director of Finance City of Bloomington Utilities

Linda S. Bauer, SRA Area Appraisal Services Nashville

Margie Polley, CRS, GRI Broker Associate All Seasons Realtors Bloomington

Joyce Poling, Norm Anderson and Tim Tilton Monroe County Board of Commissioners

Earl Riggs, President Lakes Task Force Monroe County Plan Commission



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10.00	OPERATION, MAINTENANCE, AND REPLACEMENT
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#### 1.00 INTRODUCTION

Lake Lemon was constructed by the City of Bloomington Utilities in 1953 comprising of 1,650 acres located in a hilly, heavily wood area and lies in Monroe and Brown Counties nine (9) miles Northeast of Bloomington, Indiana. The lake is currently used for boating and recreational purposes and as a backup drinking water supply for the City of Bloomington.

#### 1.10 Purpose of the Lake Lemon Conservancy District Plan

This is a plan for the maintenance and operation of Lake Lemon in Monroe County and Brown County, Indiana and the use of same for boating and recreational purposes, and maintain water quality as a back up water supply for the City of Bloomington which is inclusive of proper shoreline stabilization and erosion control.

#### Purpose of Report

The purpose of this report is to set forth the District Plan for Lake Lemon Conservancy District.

#### 1.20 Authority

The authority for the preparation of this plan is contained in INDIANA CODE 14-33 Indiana Conservancy Act (previously IC 13-3-3).

#### 1.30 Scope of The Lake Lemon Conservancy District Plan

This report provides a plan for the operation, maintenance and improvement of the existing Lake, including Dam and Spillway for retention of a viable recreational area.

#### 1.40 General data on Lake Lemon Conservancy District

Lake Lemon's Approximate water area - 1,650 acres. Shoreline Length - 24 Miles.

Approximate Water Volume - 4.7 Billion Gallons.

Normal Pool Level - 630 feet above Mean Sea Level.

Dam Construction Date - 1952.

Bloomington Water Source History as follows:

Sole Source - Mid 50's to Mid 60's.

Partial Source - Mid 60's to Mid 70's.

Back-up Source - Mid 70's to Present.

Myriophyllum (Milfoil) Weed Problem has existed since Mid 70's.

#### 1.41 Formation

The Lake Lemon Conservancy District of Monroe and Brown Counties, Indiana was established after petitions were signed by more than 46% of the Freeholders of the proposed district. A copy of the petition is attached as Appendix A, Exhibit 5. The District was created by the Circuit Court of Monroe County on June 28, 1995, under Cause Number 53C05-9410-CP-01187. A copy of the order ESTABLISHING LAKE LEMON CONSERVANCY DISTRICT is attached as Appendix A, Exhibit 2.

#### 1.42 Area Included

The area included in the District is a portion of Monroe (Benton Township) and Brown (Jackson Township) Counties as defined physically on the topographic map marked Appendix A, Exhibit 4. A legal description is provided on the back side of the map showing Conservancy District marked Appendix A, Exhibit 4A.

#### 1.43 Purposes of the District

It was necessary to establish a Conservancy District because there was a danger of Lake Lemon being abandoned, drained or closed by its present owner, (see Appendix A, Exhibit 6) which would impair the health, safety and welfare of the property owners who use its waters and shores.

Further purposes include operating, maintaining and improving water-based recreational opportunities provided by Lake Lemon and developing recreational facilities where feasible in connection with beneficial water management all of which will benefit and be conducive to the health, safety and welfare of the property owners surrounding Lake Lemon and the general public.

#### 2.00 GENERAL DESCRIPTION OF THE LAKE LEMON CONSERVANCY DISTRICT

#### 2.10 Physical

Lake Lemon is located on the boundary between Monroe and Brown Counties, approximately nine miles northeast of Bloomington, Indiana. It lies primarily within sections 27, 28, 33, 34, 35 and 36, T10N, R1E; and section 31, T10N, R2E. Lake Lemon is bounded on the south by South Shore Drive, on the east by State Highway 45, and on the north by North Shore Drive. Lake Lemon has an elongated shape running west to east that is divided roughly into

three (3) lobes by two peninsulas known as Riddle Point and Reed Point.

#### 2.20 Economic

There are five hundred twenty-six (526) Freeholders in the Lake Lemon Conservancy District. The majority of the users of the Lake will probably come from Monroe County (Population 108,978) and Brown County (Population 14,080) for year 1990. The projected Population Growth for year 2000 for Monroe 118,900 and 14,900 for Brown Counties. Other users would include residents of most counties within the State of Indiana.

No significant industry or institutions exists within the Conservancy Boundaries. There is no major population growth expected, nor land use change in this area. No scheduled transportation system exists and there are no schools or municipalities within District Boundaries.

#### 3.00 WATER RESOURCE PROBLEMS AND DAMAGES

- 3.10 Flooding N/A
- 3.20 Drainage N/A
- 3.30 Irrigation N/A
- 3.40 Water Supply N/A
- 3.50 Waste Water N/A

#### 3.60 Recreation

Lake Lemon is maintained primarily for boating and fishing. Located on the lake are two boat clubs, two marinas and a public launching ramp. Lack of adequate lake maintenance/weed control would result in loss of revenue for marinas and boat permit receipts to the Conservancy District - approximately 815 annual and 2,700 daily permits issued yearly

#### 3.70 Erosion

Erosion appears to be a significant problem in a number of areas within Lake Lemon's drainage basin. The more critical areas include:

- 1. Beanblossom Creek from east of Helmsburg to Highway 45 bridge at Trevlac.
- 2. Lower Plum Creek.

#### 3.80 Flow Augmentation - N/A

#### 3.90 Operation, Maintenance and Improvements

The District is responsible for maintenance and upkeep of the lake, dam and spillway commencing 1 January 1996. Planned actions include weed control/harvesting with harvesting provided by recently purchased mechanical weed harvester and control by planned chemical treatment. Shoreline stabilization is budgeted for 1996 via rock riprap plus application for Grant assistance. Water quality testing is budgeted for 1996.

Commencing 1997, the District will contract the services of a Professional Engineer qualified for Dam inspection/maintenance requirements to advise of any needed maintenance and/or improvements. Accordingly, a Cumulative Improvement Fund will be established to handle action deemed necessary by the Engineer and approved by the District's Board of Directors.

#### 4.00 CAUSES OF PROBLEMS

Upstream watershed agricultural pollution needs to be addressed. Stream bank and lake shore erosion results in heavy sedimentation primarily in the east end of the lake. On a long-term basis, consideration must be given to Lake dredging and further activity for soil stabilization at the shoreline.

#### 5.00 WORKS OF IMPROVEMENT

#### 5.10 Existing Works of Improvement

A formal agreement exists between the District and the City of Bloomington Utilities for replacement of the inoperative original sluice gate (see Appendix A, Exhibit 3A). The approximate cost of this improvement is \$27,000.00.

#### 5.20 Improvements Desired by the People

- a. Eurasion Milfoil and Water Lily control.
- b. Shoreline erosion containment.
- c. Recreational water quality maintenance.
- d. Boat Ramp repair.

#### 5.30 Proposed Program of the District

Address issues desired by the people.

- 5.31 Nature of the Works

  Boat launch repair is to be accomplished.
- 5.32 Location of the works of Improvement
  Riddle Point (See Appendix A, Exhibit 4).

#### 5.33 Scope of the Proposed Program

Patch holes and resurface damaged Boat Ramp areas. This work will improve ease of launching and safety. Such action will further aid in area erosion control. Other erosion control activity include placement of stone rip-rap for shoreline stabilization, application for DNR Grant monies for an Engineering Study for identification of proper follow-up action to be taken for long term erosion control.

#### 5.34 Purpose(s) Satisfied

Boat ramp resurfacing, weed treatment, weed harvesting, rip-rap application, water quality testing and Engineering Study Grant monies application are all activities undertaken to assure preservation of Lake Lemon as a viable recreational area.

- 5.35 Purpose(s) Not Satisfied N/A
- 5.40 Property to be Benefited

This Lake has been in place since 1952. The maintenance of the lake will benefit all 526 Conservancy Freeholders as well as all users of the lake for recreational purposes.

- 5.50 Property to be Taken or Damages Requiring A Construction Easement N/A
- 5.60 Environmental Benefits

Watershed containment and erosion control will improve water quality and thereby enhance wildlife habitat.

#### 6.00 ESTIMATED BENEFITS FROM PROGRAM

6.10 Benefits to Urban Properties

There are no benefits or damages to urban properties.

6.20 Benefits to Agricultural Properties

Same as Item 6.10.

6.30 Benefits to Roads and Bridges

Same as Item 6.10.

#### 6.40 Other Benefits

The existence of the District, with its unified control on Lake Management Programs will enhance property values, even for those properties which are not water frontage. Refer to Appendix D, Exhibit 2, Daniel S. Davisson letter, Appendix D, Exhibit 3, Lake Lemon Civic Association letter, Appendix D, Exhibit 4, All Seasons Realtors letter, and Appendix D, Exhibit 5, Area Appraisal Services letter.

#### 7:00 ESTIMATED COSTS OF PROGRAM

#### 7.10 Estimated Cost of Improvements

Lake Lemon was constructed in 1952 as a water source for the City of Bloomington, Indiana. Only additional improvements at this time is repair/replacement of the sluice gate which is to be borne by the City of Bloomington Utilities (see Appendix A, Exhibit 3A). Only expense that the District will assume will be in the nature of operational and maintenance costs.

## 7.20 Estimated Cost of Operation, and Maintenance and Replacement

The Estimated Conservancy Budget is Appendix C, Exhibit 5, identifies total 1996 Cost of Operation of the District to be \$158,148.00 with \$73,794.00 estimated Lake Income resulting in a shortfall of \$84,354.00. The budget information is inclusive of salaries, weed harvesting, erosion control, mowing, capital equipment, weed treatment, water quality testing, etc.

#### 7.30 Estimated Cost of Mitigation Measures. N/A

#### 8.00 COMPARISON OF BENEFITS AND COSTS

#### 8.10 Average Annual Benefits and Costs

In addition to providing a viable recreational area for an average of 3,519 boaters per year, a gross revenue with two marinas and one restaurant of approximately \$250,000 annually (Reference Appendix D, Exhibit 3) it is appropriate to estimate a monetary benefit to Freeholders based upon real estate values with and without the presence of a viable Recreational Lake. This information is included as Appendix D, Exhibit 1.

#### 8.20 Average Annual Costs

The Average annual cost of Lake Lemon Conservancy is operation and maintenance cost only and is therefore identified in 7.20 with reference to Appendix C, Exhibit 5 (Estimated Conservancy Budget). Net annual cost to Freeholders is identified therein as \$84,354.00 after deducting Lake Income.

#### 8.30 Benefit - Cost Ratio

Utilizing the information contained in Appendix D, Exhibit 1, and from 8.20, the benefit to cost ratio based upon real estate values alone would be as follows:

Total Average Annual Benefits & Average Costs.

Benefit & Cost Ratio = \$2,743,344/\$84,354 = 32.5.

For long term benefit to cost ratio actual appraisal information may be used for estimating benefits by comparing 1990 versus 1995 appraisals for properties within the Conservancy District.

1990 Appraisal \$4,572,400 1995 Appraisal \$6,434,980

This shows a five (5) year increase = 40.74%

Assuming such increase would occur <u>only</u> every ten (10) years, during the 50 year Lease arrangement between City of Bloomington and the Conservancy District (Appendix A, Exhibit 3), the resulting Appraised Property Values would be as follows:

<u>Year</u>	Appraisal		
2005	\$ 9,056,590		
2015	12,476,200		
2025	17,559,000		
2035	24,712,500		
2045	34,780.300		

This reflects an increased appraisal (\$34,780,300 minus \$6,434,980) = \$28,345,320.

For long term cost estimates the Conservancy District's 1995 Budget shortfall (Appendix C, Exhibit 5) values (requiring tax increase) may be extended over the 50 year period at a per annum increased rate of 3% as follows:

Cost	
\$ 84,354	
113,361	
152,341	
204,728	
275,131	
369,747	

The long term benefit versus cost may be computed as follows:

Year 1995-2045 increased appraisal divided by fifty (50) year cost.

Benefit Cost Ratio \$28,345,320/369,747 = 76.7% LONG TERM.

- 9.0 PROPOSED SCHEDULE OF INSTALLATION. N/A
- 10.0 OPERATION, MAINTENANCE, REPLACEMENT AND INSPECTION.
  - 10.10 Operation, Maintenance and Replacement

Operation and maintenance of Lake Lemon is a primary purpose for District formation and is in compliance with a fifty (50) Year Lease Agreement with the City of Bloomington Utilities (see Appendix A, Exhibit 3). Insurance coverage for the Lake, Dam and Spillway has been purchased by the Conservancy District.

#### 10.20 Inspection

Regular Dam and Spillway inspection has been accomplished as a routine issue by the Department of Natural Resources. Such inspection will continue on an every other year basis. A copy of the most recent DNR Inspection is included in Appendix D, Exhibit 6.

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New York				

APPENDIX A



7599 N. Tunnel Rd., P.O. Box 59 Unionville, IN 47468 Phone: (812) 334-0233

#### RESOLUTION 2-96-01

WHEREAS, it is necessary and desirable to submit a District Plan to the Department of Natural Resources and the Monroe Circuit Court in compliance with the Conservancy Act IC 14-33 (Previously IC 13-3-3).

IT IS THEREFORE RESOLVED that the Lake Lemon Conservancy District Plan as prepared by the District is hereby adopted and forwarded to the Department of Natural Resources for approval, subsequently to be filed with Monroe Circuit Court.

Presented to and approved by the Board of Directors of Lake Lemon Conservancy District this 7th day of February 1996.

Larry Rieter, Chairman-District II
Larry Rieter, Chairman-District II
Eastolile
Earl Eberle, Vice Chairman - District I
Bud Howard, Treasurer - District IV
Jour McClarney Gene McClarney - District III
Gene McClarney - District III
Don Spilbeler - District V
Don Spilbeler - District V
Alan McNabb - District VI
Alan McNabb - District VI
-A26
Dave Ison - District VII
Steve Glasgow - EX OFFICIO - CBU
Steve Glasgow - XX OFFICIO - CBU

STATE OF INDIANA	Ì	IN THE MONROE CIRCUIT COURT
COUNTY OF MONROE	)	CAUSE NO. 53C05-9410-CP-01187
IN RE:		

THE ESTABLISHMENT OF THE LAKE LEMON CONSERVANCY DISTRICT

# ORDER ESTABLISHING CONSERVANCY DISTRICT

The Freeholders of the property surrounding Lake Lemon in Monroe County and Brown County, Indiana, having filed their "Petition for Establishment of the Lake Lemon Conservancy District" on October 14, 1994, and the Court having previously approved said Petition after a hearing thereon, and the Natural Resources Commission, having filed their "Report of Public Hearing and other Public Comments with Recommended Findings by the Natural Resources Commission" on May 9, 1995, and the Court having reviewed said Report and a hearing thereon having been held on June 27, 1995 at 11:30 A.M. pursuant to notice as provided by statute, wherein testimony was taken and evidence submitted, and having heard in said hearing those seeking exclusion from the conservancy district, the Court hereby adopts and approves the recommendations of the Natural Resources Commission as set forth in said Report, and pursuant to I.C. 13-3-3-30, now FINDS as follows:

1. That the creation of the Lake Lemon Conservancy District for the purposes of

(i) leasing, operating, maintaining, and improving water-based recreational

opportunities provided by Lake Lemon; and (ii) developing recreational

facilities where feasible in connection with beneficial water management, will

benefit and be conducive to the health, safety and welfare of the property

owners surrounding Lake Lemon and the general public.

- 2. That the benefits associated with the establishment of a conservancy district to carry out the purposes stated above will probably exceed the costs and damages associated therewith.
- 3. That the properties of certain freeholders heard by the Court may be excluded from the conservancy district without compromising the aforesaid purposes.

# IT IS THEREFORE ORDERED THAT:

- The Lake Lemon Conservancy District is hereby established as set forth in the Petition and as provided by law and the boundaries thereof, less the exclusions set forth herein, are established as described in <u>Attachment A</u>.
- The Lake Lemon Conservancy District shall exclude the properties listed in <u>Attachment B</u>, which were recommended for exclusion by the Natural Resources Commission.
- 3. The Lake Lemon Conservancy District shall exclude the three properties listed in Attachment C, whose owners appeared in this Court and applied for exclusion, and after hearing thereon were found to be excludable.
- 4. The Lake Lemon Conservancy District shall be divided into seven (7) areas as more fully described in <u>Attachment A</u>, and there shall be seven (7) directors to serve on the board of the District.
- 5. The conservancy district shall hold its first public meeting at twelve o'clock noon on Wednesday, February 7, 1996 and on a date prior to March 1 of every year thereafter.

SO ORDERED this Aday of

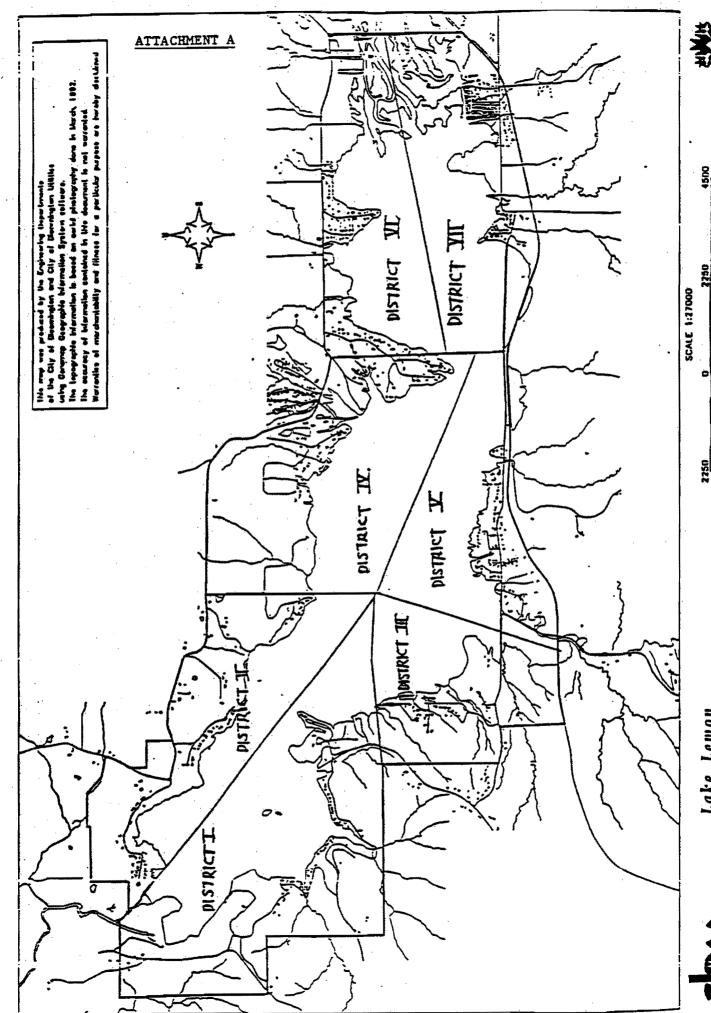
Honorable Douglas R. Bridges

Judge Monroe Circuit Court,

# Distribution:

Lynn H. Coyne, ANDREWS, HARRELL, MANN, CHAPMAN & COYNE, P.C., 1720 N. Kinser Pike, Bloomington, Indiana, 47403.

Stephen R. Galvin, Office of the County Attorney, Monroe County, 220 Courthouse, Bloomington, Indiana, 47404.



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Lake Lemon Consorvancy Districts

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# ATTACHMENT B

Pursuant to the recommendations contained in the Report of Public Hearing and other Public Comments with Recommended Findings by the Natural Resources Commission filed on May 9, 1995, the following three properties shall be excluded from the Lake Lemon Conservancy District:

- (1) Property presently owned by Danny P. Toth and Debra L. deGroot-Toth described as "A part of the Northeast quarter of Section Thirty-three (33), Township Ten (10) North, Range One (1) East, Monroe County, Indiana, described as follows, to-wit: Beginning at a point that is 504.89 feet South and 1092.48 feet West of the Center of the Northeast quarter of said Section 33, said point being in the centerline of a roadway Thirty (30) feet in width; thence South 48 degrees 55 minutes 56 seconds West over and along the centerline of said roadway for a distance of 100 feet and to the true property beginning, thence South 24 degrees 00 minutes East for a distance of 232.02 feet, thence South 00 degrees 00 minutes East for a distance of 503.83 feet to the South line of said Northeast quarter, thence North 88 degrees 50 minutes 30 seconds West 214.73 feet to the Southwest corner of the Northeast quarter of Section 33, Township 10 North, Range 1 East, thence North 00 degrees 17 minutes 06 seconds West 481 feet, thence East 93 feet, thence North 72 degrees 20 minutes 36 seconds East 60.99 feet, thence North 14 degrees 21 feet West 199.80 feet to the centerline of a roadway Thirty (30) feet in width, thence North 48 degrees 55 minutes 56 seconds East 28.00 feet and to the true point of beginning. Containing Two (2.00) acres, more or less."
- (2) Property presently owned by Danny P. Toth and Debra L. deGroot-Toth described as "Part of the Southwest quarter of the Northeast quarter of Section Thirty-three (33), Township Ten (10) North, Range One (1) East, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point Four Hundred Eighty-One (481) feet North of the center of Section Thirty-three (33), Township Ten (10) North, Range One (1) East; thence North One Hundred Fifty (150) feet to the center of a road Thirty (30) feet in width; thence North Fifty-nine (59) degrees Three (03) minutes East One Hundred Nineteen and Seven-tenths (119.7) feet along the center of said road; thence South Fourteen (14) degrees Four (4) minutes East One Hundred Ninety-nine and Eight-tenths (199.8) feet; thence South Seventy-three (73) degrees Sixteen (16) minutes West Sixty (60) feet to a point Ninety-three (93) feet East of the point of beginning; thence West Ninety-three (93) feet to the point of beginning, containing fifty-three Hundredths (0.53) acre, more or less."
- (3) Property presently owned by Michael R. Combs and Debra Kay Kelly described as "A part of the Northeast quarter of Section Thirty-three (33), Township Ten (10) North, Range One (1) East, Monroe County, Indiana described as follows, towit: Beginning at a point that is Five Hundred Four and Eighty-nine Hundredths (504.89) feet South and One Thousand Ninety-two and Forty-eight Hundredths (1092.48) feet West of the center of the Northeast quarter of said Section Thirty-three

(33), said point being in the centerline of a roadway Thirty (30) feet in width, thence South Forty-eight (48) degrees Fifty-five (55) minutes Fifty-six (56) seconds West over and along the centerline of said roadway for a distance of One Hundred (100) feet, thence South Twenty-four (24) degrees Zero (00) minutes East for a distance of Two Hundred Thirty-two and Two Hundredths (232.02) feet, thence South Zero (00) degrees Zero (00) minutes East for a distance of Five Hundred Three and Eighty-three Hundredths (503.83) feet to the South line of said Northeast quarter, thence South Eighty-eight (88) degrees Fifty (50) minutes Thirty (30) seconds East over and along said South line for a distance of Four Hundred Thirty-four (434) feet, thence North Zero (00) degrees Zero (00) minutes West for a distance of Five Hundred Eight and Thirty-three Hundredths (508.33) feet, thence North Eighty-eight (88) degrees Fifty (50) minutes Thirty (30) seconds West for a distance of Two Hundred Ten and Ninety-nine Hundredths (210.99) feet, thence North Forty-one (41) degrees Four (04) minutes Four (04) seconds West for a distance of Three Hundred Sixty-eight and Twenty-eight Hundredths (368.28) feet to the point of beginning. Containing Six and Two Hundredths (6.02) acres, more or less."

# ATTACHMENT C

Pursuant to the testimony and evidence of freeholders submitted in open hearing before this Court, the following three properties shall be excluded from the Lake Lemon Conservancy District:

- (1) Property presently owned by Randall L. Lockdall and Lauren B. Lockdall described as "Part of the North half of the Southeast quarter of the Southeast quarter of Section Twenty-seven (27), Township Ten (10) North, Range One (1) East, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point 325 feet East of the Northwest corner of the North half of the Southeast quarter of the Southeast quarter of said Section 27, Township 10 North, Range 1 East, said point being a stone at an existing fence corner; thence North 90 degrees East (assumed bearing) along the extended centerline of a County Road known as North Shore Drive for 325 feet to the real point of beginning; thence continuing North 90 degrees East along the aforesaid extended Road centerline 258.92 feet; thence leaving the said Road and running South 11 degrees 20.1 minutes West 30.60 feet to a half inch iron pipe; thence North 67 degrees 29 minutes West 136.76 feet to a half inch iron pipe; thence South 90 degrees West 85 feet; thence North 00 degrees East 185 feet and to the place of beginning.
- (2) Property presently owned by Willard Lawson and Dora M. Lawson bearing the Auditor Parcel Identification Numbers 003-03200-00 and 003-09770-00.
- (3) Property presently owned by Ronald W. Wimmer, Mary Ruth Wimmer and Brian A. Wimmer bearing the Auditor Parcel Identification Number 003-00395-00.

# LEASE AGREEMENT WITH

# LAKE LEMON CONSERVANCY DISTRICT

City of Bloomington
Utilities Service Board

Passed by Utilities Service Board

#### LEASE AGREEMENT

UTILITIES SERVICE BOARD OF BLOOMINGTON, INDIANA, (hereinafter referred to as "Lessor"), and LAKE LEMON CONSERVANCY DISTRICT (hereinafter referred to as "Lessee"), hereby enter into the following Lease Agreement (hereinafter referred to as "Lease"), this 27<sup>th</sup> day of November 1945.

- 1. <u>Term of the Lease</u>. This Lease is for a term of fifty (50) years commencing on 1996 and expiring on 2045
- 2. <u>Automatic Right of Renewal</u>. The Lessor grants to the Lessee the right to renew this Lease at its expiration for a like period upon like terms. This Lease shall be automatically renewed unless Lessee gives Lessor written notice of its intention not to renew not less than six (6) months prior to the expiration of the existing term. This right to renew shall be perpetual.
- Rent and Land Included in Lease. In consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, Lessor does hereby demise and lease to Lessee for One Dollar (\$1.00), and other valuable consideration expressed herein, and Lessee does hereby lease from the Lessor the premises known as Lake Lemon, more particularly described on attached Exhibit 1 (hereinafter referred to as the "Premises").
- 4. <u>First Right to Purchase</u>. In the event that the Lessor desires to sell any or all of the real property described in Exhibit 1 during the term of the Lease it is not to do so without offering the Lessee the first opportunity to purchase at fair market value as

determined by appraisal. In the event that the Lessee does not purchase the Premises within (6) months of the date Lessor offers the Premises for sale to Lessee, then the Lessor may sell the Premises free of Lessee's rights hereunder. Any sale of the real property described in Exhibit 1 is subject to the provisions of Section 17 of this Lease.

- 5. Taxes. The Lessee shall, in addition to said stipulated rental, pay all taxes, general or special, all public rates, dues and special assessments of every kind which shall become due and payable or which are to be assessed against or levied upon said real estate and improvements thereon during the term of this Lease. It is further agreed that in a case of nonpayment or failure by the Lessee to pay and discharge any taxes, assessments, rates, charges or levies as herein provided, then the Lessor may pay such taxes, assessments, rates, charges or levies, and this amount of any and all nonpayment by the Lessee shall be deemed "additional rent", and shall become due and payable on the first day of the following year. To the best of Lessor's knowledge, the only taxes, general or special, public rates, dues or special assessments which Lessor is obligated to pay in connection with the Premises is a levy imposed by the State of Indiana for inspection of the dam.
- 6. <u>Utilities</u>. The Lessee shall furnish at its own expense all utilities of every type and nature required by it and its use of the Premises and shall pay all bills or charges in connection with or chargeable against the Premises until the expiration of this Lease or surrender of the Premises by the Lessee.
- 7. <u>Insurance</u>. The Lessee agrees that it will at all times during the term of this Lease and so long as the Lessee remains in possession of the Premises, at the Lessee's expense, and as part of the rental payable by it, carry both property and liability insurance

upon all Premises. Liability insurance will be in a minimum amount equal to the maximum statutory liability of Lessor or the maximum available to Lessee, whichever is greater. The parties acknowledge that the current maximum statutory liability of Lessor is in the amount of Three Hundred Thousand Dollars (\$300,000) per person. Lessee shall provide Lessor with a certificate of insurance evidencing the insurance coverage provided for in this Lease prior to the first day of the term of this Lease, and thereafter Lessee shall provide certificates of insurance to the Lessor upon each renewal of each policy of insurance. All of such insurance shall be written and maintained in responsible companies satisfactory to the Lessor and the Lessee.

8. Maintenance. The Lessee shall at its own expense, throughout the term of this Lease and so long as it shall remain in possession of the Premises, keep and maintain in good repair all portions of the Lake and other property, including but not limited to the dam, constituting the Premises now or at any time hereafter during said term. Lessee shall at its own expense, throughout the term of this Lease and so long as it shall remain in possession of the Premises, maintain all portions of said Premises in a reasonably clean and sanitary condition; provided, however, that no maintenance shall be required of vacant land other than weed control, if necessary.

Lessee shall not use or apply any herbicide or pesticide on any portion of the Premises, including, but not limited to the Lake and Lake watershed, without the express written consent of Lessor, which consent shall not be unreasonably withheld.

Lessee agrees to not undertake or permit within Lessee's jurisdictional boundaries any activity which will or may have the effect of increasing the rate of erosion of the Lake shore or the rate of siltation of the Lake bottom.

9. Water Quality. The Lessee acknowledges that the Lessor may, in the future, determine it is necessary or appropriate to utilize the Lake as a source of drinking water for customers of the City of Bloomington Water Utility. Lessee covenants to maintain the Lake in a condition and repair reasonably necessary to protect against damage or injury to the quality of the water consistent with the potential use of the Lake as a drinking water source. Lessor acknowledges that Lessee desires to use and maintain the Lake primarily for recreational purposes. Lessee further covenants to maintain the Lake in such condition and good repair as to meet all state and federal requirements as a recreational facility and to maintain the quality of the water in the Lake at its present level. Lessee shall at all times during the term of this Lease, and so long as Lessee remains in possession of the Premises, comply with and utilize good management practices to maintain the quality of the water in the Lake as set forth in this Lease and to protect the quality of water from damage or injury resulting from acts of third parties, including, but not limited to, recreational use of the Lake, i.e. boating activities.

Lessor shall conduct appropriate testing to determine the level of water quality at the beginning of this Lease. The test shall be performed in accordance with a written protocol agreed to by the parties and dated on the date of execution of this Lease. The test results will determine the base water quality level to be maintained by Lessee.

two (2) times During the first two (2) years of the term of this Lease, and annually during the remaining term and any extensions. Lessee shall, at its sole cost and expense, test the water in the Lake to determine the level of water quality at that time. Each test performed by Lessee shall, at a minimum, be performed in accordance with the protocol agreed to by the parties and dated on the date of execution of this Lease and shall further demonstrate whether the water quality complies with all state and federal requirements governing recreational facilities, as those requirements may be amended from time to time.

If the Lessee determines that it cannot maintain the base water quality, it shall immediately notify Lessor in writing. Failure of the Lessee to maintain base water quality shall be grounds for the Lessor to terminate this lease.

Lessor shall, without any charge or fee being due from Lessor to Lessee, have the right to draw down water from the Lake as the Lessor determines, in its sole discretion, as necessary to meet the water demand of the retail and contract customers of the City of Bloomington Water Utility.

Except as may otherwise be provided in this Lease, the Lessee shall not be responsible for acts of God which affect the use, maintenance and operation of the Premises.

10. <u>Inspections</u>. At all times during the term of this Lease, the Lessor shall have the right by themselves, their agents and employees to enter upon the Premises during reasonable business hours for the purpose of examining and inspecting the same and determining whether the Lessee shall have complied with its obligations herein with respect to the care and maintenance of the Premises, including, but not limited to, maintenance of water quality and repair or rebuilding of the improvements.

- 2011. Permits. In the event that Lessee deems it necessary or appropriate to obtain use, zoning, or subdivision and plan approval or other permits with respect to the Premises, or any part thereof, it shall not do so without first obtaining the written consent of Lessor, which shall not be unreasonably withheld. If Lessor consents, the Lessor shall from time to time upon request of Lessee, execute such documents, petitions, applications, and authorizations as may be appropriate or required for the purposes of obtaining permits.
- 12. <u>Administrative/Operations Location</u>. Any other provision of this Lease notwithstanding, Lessee shall have the use and occupancy of that parcel of real estate described in Exhibit 1 as the "Administrative Operations Parcel", including any improvements on that parcel, for its administrative operations facility subject to the following terms and conditions:
  - a. Lessee shall be responsible for all maintenance and repairs required for the use and occupancy of the Administrative Operations Parcel, including the roadway which traverses the parcel to the extent that said road provides access to buildings utilized by Lessor or Lessee. Additionally, as these roads lead to the parcel known as Riddle Point, public access to these roads shall be allowed during reasonable operating hours as determined by Lessor.
  - b. Lessee accepts the Administrative Operations Parcel, including any improvements thereon and the roadway which traverses it, in "as-is" condition. Lessee further agrees to accept full responsibility for and hold harmless, defend and indemnify Lessor from, all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including third party claims, which may arise or result from

Lessee's use and occupancy of the Administrative Operations Parcel, including the use of the roadway traversing it by persons accessing privately owned real estate adjacent to or in the vicinity of the Riddle Point facility, whether or not due to Lessor's negligence and whether or not sounding in tort or contract.

- c. Lessee acknowledges that the Administrative Operations Parcel is a part of the Riddle Point Facility described in Exhibit 1.
- d. In the event Lessor, pursuant to Section 17 of this Lease, sells, leases or licenses the Riddle Point Facility to other than Lessee, the right of Lessee to use and occupy the Administrative Operations Parcel may be terminated by Lessor giving written notice to Lessee not less than one-hundred eighty (180) days in advance of the date of termination of the right to use and occupy.
- e. In the event of a termination of the Lessee's right to use and occupy the Administrative Operations Center in accordance with the preceding paragraph d, the Administrative Operations Parcel shall be returned to Lessor in the same condition it was in on the first day of the term of this Lease, ordinary wear and tear excepted. Lessor shall have no obligation to compensate Lessee for any capital improvements made to the parcel.
- f. In the event Lessee, pursuant to Section 17 of this Lease, purchases the Riddle Point Facility from Lessor, the fair market value as determined by appraisal shall be adjusted to deduct the depreciated value of any capital improvements made by Lessee to the parcel if those capital improvements have been included by the appraiser in the determination of appraised value.

- g. In the event of a termination of the Lessee's right to use and occupy the Administrative Operations Center in accordance with the paragraph d of this Section 12, Lessee shall have the use and occupancy of that parcel of real estate described on Exhibit 1 as the "Alternative Administrative Operations Parcel" for its administrative operations facilities for the remaining term of this Lease. This parcel shall not be subject to sale by Lessor or removal from the terms of this Lease by Lessor pursuant to paragraph 15 hereof.
- 13. Lessee's Right to Remove Improvements. With the exception of any improvements to the dam and its supporting structures or any rip rap. Lessee shall have the right at any time during Lessee's occupancy of the Premises or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and equipment, owned or placed by Lessee, its sublessee or licensees, in, under or upon the Premises, or acquired by Lessee, whether before or during the Lease Term; provided, however, Lessee shall not be obliged to do so and such removal shall not be detrimental to the water quality or structural integrity of the Lake
- 14. <u>Preservation of Wetlands</u>. Lessee shall comply with all applicable laws governing the preservation of wetlands areas on the Premises.
- as described on Exhibit 1 that do not include the Lake or its supporting structures such as dam, control gates, administrative/operations facilities; wetlands, sensitive nature areas, Riddle Point Facility, and other areas identified by the Lessor. These tracts are known as

"surplus parcels". These tracts are generally tracts of undeveloped real estate or tracts which are leased or otherwise occupied by private parties.

The tract described in Exhibit 1 as the Riddle Point Facility is subject to the provisions of Section 17 of this Lease. All tracts of land not listed on Exhibit 1 as "surplus parcels" shall remain under the control of the Lessor. Use of non-surplus parcels is at the discretion of the Lessor.

From time to time upon ninety (90) days' notice, Lessor may terminate this Lease as to a surplus parcel or parcels. Lessee may sublease the surplus parcels described in Exhibit 1, subject to the following conditions:

- a. Any sublease of a parcel must provide that it shall terminate ninety (90) days after Lessor has given to Lessee a notice that this Lease is being terminated as to that parcel.
- b. Any sublease of a parcel shall prohibit the erection or construction of any permanent improvements on the parcel without the written approval of the Lessor.
- c. No sublease of a parcel shall be effective until approved in writing by the Lessor.

Subject to the rights of private parties holding valid leases on individual tracts, Lessee agrees to permit, at no charge, public access upon, over and across the surplus parcels described in Exhibit 1. Except for permitting public access, continuing in effect and renewing valid leases in existence on the date of execution of this Lease and subleasing parcels as permitted by this Section, Lessee shall not use or permit any use of the surplus parcels.

- 16. <u>Utility Lines</u>. Lessor may cross the Premises to install and maintain utility lines provided that none of Lessee's improvements or use of the Premises is interfered with in so doing.
- 17. Riddle Point Facility. Lessor and Lessee acknowledge that the area commonly known as Riddle Point was under license to the Board of Parks and Recreation of the City of Bloomington ("Parks Board"), but that License was terminated effective December 31, 1993. Riddle Point is more particularly described in the attached Exhibit 1. It is the current intention of Lessor to operate Riddle Point as a public park or recreational facility.

For so long as Riddle Point is operated by a governmental entity as a public park or recreational facility, Lessee shall:

- a. Hold harmless, defend and indemnify Lessor from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which may arise or result from the use of the Riddle Point drive or roadway by persons accessing privately owned real estate adjacent to or in the vicinity of the Riddle Point facility.
- b. Permit any governmental entity to maintain private docks extending from the Riddle Point facility into the Lake, without payment of fees for the docks to Lessee, but subject to the provisions set forth below governing boat launching fees and boat permits.

Lessor shall be free to offer Riddle Point to another governmental entity, including, but not limited to, the City of Bloomington Parks and Recreation Department, Monroe County or the State of Indiana for the purposes of maintaining and operating a public park or

recreational facility. So long as Riddle Point is operated by Lessor or another governmental entity, Lessee shall, as "additional rent" under this Lease, pay all taxes, general or special, all public rates, dues and special assessments of every kind which shall become due and payable or which are assessed against or levied by the Lessee upon the real estate described in Exhibit 1 and any improvements thereon.

Lessor shall be free to otherwise sell, lease or license the real estate described as Riddle Point in Exhibit 1 to another governmental entity at any time without having any obligation to offer that real estate to Lessee.

Lessor shall be free to lease or license the real estate described as Riddle Point in Exhibit 1 to an entity which is qualified for not-for-profit tax status under the provisions of the Internal Revenue Code of the United States at any time without having any obligation to offer that real estate to Lessee.

In the event Lessor desires to sell any or all of the real estate described as Riddle Point in Exhibit 1 to either an entity which is qualified for not-for-profit tax status under the provisions of the Internal Revenue Code of the United States or a for-profit entity, Lessor shall offer Lessee the first opportunity to purchase that real estate at fair market value as determined by appraisal. In the event that the Lessee does not purchase that real estate within (6) months of the date Lessor offers it for sale to Lessee, then the Lessor may sell the real estate free of Lessee's rights hereunder.

In the event Lessor desires to lease or license any or all of the real estate described as Riddle Point in Exhibit 1 to a for-profit entity, Lessor shall offer Lessee the first opportunity to lease or license that real estate at fair market value as determined by appraisal. In the event

that the Lessee does not lease or license that real estate within (6) months of the date Lessor offers it for lease or license to Lessee, then the Lessor may lease or license the real estate free of Lessee's rights hereunder. This paragraph shall not apply to any lease or license of less than one (1) year in length which is for the purposes only of permitting the parking and occupancy of a single recreational vehicle, motor home or camper trailer or permitting the use and occupancy of a single camp site or rental unit.

18. <u>Boat Launching and Permits</u>. At any time during the term of this Lease should a governmental entity not offer public boat launching access to and upon the Lake from the Riddle Point facility, the Lessee shall be required to provide for and allow public launching access to and upon the Lake, subject to the right of Lessee to charge therefor and adopt reasonable regulations. At such times as Lessee is required to provide for and allow public launching access, Lessee shall offer daily and yearly launching fees. Lessee shall throughout the term of this Lease and so long as it shall remain in possession of the Premises, also offer daily and yearly boat permits. In order to insure access by the public to the Lake, Lessee may not charge fees, offer discounts or other accommodations that would have the effect of making boat access to Lake Lemon more burdensome on the public than on taxpayers within the boundaries of the conservancy district.

The parties agree that the base launching fees and boat permits shall be as follows:

#### Annual Lake Use Permit

	Resident	Non-Resident
Motor equal to or greater than 10 h.p.	\$50.00	\$70.00
Motor less than 10 h.p.	\$30.00	\$50.00
Personal Watercraft	\$90.00	\$110.00

# Daily Lake Use Permit

	Resident	Non-Resident
Motor equal to or greater than 10 h.p	\$8.00	\$8.00
Motor less than 10 h.p.	\$6.00	\$6.00
Personal Watercraft	<b>\$</b> 13.00	\$13.00

# Launching Fee

		Resident	Non-Resident
Daily		\$4.00	\$4.00
Annual	•	\$25.00	\$25.00

# Resident is defined as:

- 1. Private property owners (freeholders) within the Conservancy District boundaries.
- 2. Commercial Marina, Boat & Yacht Club Wet Boat Slip and Dry Storage Renters and members providing all operational fees are paid prior to 1 March each year.
- 3. City of Bloomington Utilities Water Rate Payers purchasing permits at the Riddle Point Facility.

The base daily launching fee as set forth above shall also be \$4.00 in the event that Lessee utilizes the Riddle Point Facility to provide public boat launching access. In addition, the increased fee shall be used to effect repairs of the Riddle Point launching facility. These repairs shall be completed by the Lessee prior to January 1, 1998. If such repairs are not completed by said date, the base launching fee will be reduced to \$2.00.

Lessee shall not from year-to-year during the term of this Lease increase the launching fees and boat permits by a percentage greater than the increase in the cost of living as reflected

by the Bureau of Labor Statistics of the United States Department of Labor. The index number in the column "All Items" for the first month of the original term of this Lease shall be the "Base Index Number" and the corresponding index number for the month immediately preceding the first month of the then current year shall be the "Current Index Number". The launching fees and boat permits for the then current year shall be determined by multiplying the base fees (BF) by a fraction, the numerator of which is the Current Index Number (CIN) and the denominator of which is the Base Index Number (BIN), as follows:

BF x  $\underline{CIN}$  = New Launching Fee or Boat Permit

#### BIN

- 19. <u>Construction and Improvements</u>. Lessee shall not construct substantial improvements on the Premises without first obtaining the written consent of Lessor, which shall not be unreasonably withheld. Provided, however, that nothing contained herein shall be construed as prohibiting the maintenance, replacement, repair, reconstruction of Lake facilities such as the dam, control gates and similar structures, nor storage, office, administration, and maintenance facilities of Lessee.
- Mortgage, Bonding and Indebtedness. Lessee will not enter into any financing arrangement or incur any indebtedness that will become a lien on the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld, giving due regard to the term of the indebtedness, amount, interest rate, and Lessee's financial condition; provided, that such indebtedness shall only be for the purposes of fulfilling the obligations of Lessee for maintenance or operation of the Lake under this Lease. If Lessor

consents to such a lien and thereafter terminates this Lease, Lessor shall be responsible for paying the remaining indebtedness secured by such lien.

- 21. <u>Default by Lessee, Lessor's Remedies</u>. In the event of a material breach of this Lease, Lessor may either a) terminate this Lease upon six (6) months written notice to Lessee by Lessor stating the nature of the alleged breach, and/or b) institute an action against Lessee seeking specific performance of the terms and conditions of this Lease, and/or c) institute an action against Lessee for damages arising out of the breach. In the event that Lessee cures said breach within said six (6) months, or promptly begins efforts to cure said breach and continuously pursues a cure in good faith if it cannot be cured within six (6) months, Lessor shall not terminate this Lease or initiate any action and Lessee shall be granted reasonable extensions of time to cure the breach.
- 22. <u>Existing Agreements</u>. This Lease is subject to any and all existing legally binding agreements with owners of property fronting on the Lake or in the immediate vicinity of the Lake for the use of the water in the Lake as a water supply and any and all other existing and legally binding agreements affecting the obligations of Lessor under this Lease.
- 23. <u>Assignment and Subletting</u>. Lessee shall not assign this Lease or sublet any part of the Premises without the written consent of Lessor.
- 24. <u>Ex-Officio Membership.</u> Throughout the term of this Lease and so long as Lessee shall remain in possession of the Premises, Lessor shall be entitled to appoint one (1) person as an ex-officio member of the Board of Directors of the Lake Lemon Conservancy District. The person appointed by Lessor shall be either a member of the Utilities Service Board of Bloomington, Indiana, or an employee of the City of Bloomington Utilities

Department. The ex-officio member shall be permitted to attend all meetings and other activities of the Board of Directors of the Lake Lemon Conservancy District and shall have full and complete access to all records of the Lessee, including financial records. Immediately after formation of the Lake Lemon Conservancy District, Lessee agrees that its Board of Directors shall undertake all steps necessary to provide for the establishment of the ex-officio member in the documents governing the operation of the Lake Lemon Conservancy District.

- 25. <u>Lessee's Right of Termination On Notice</u>. Lessee may terminate this Lease at any time during the Lease Term, or any extension thereof, by giving Lessor one hundred eighty (180) days' prior notice of Lessee's intention to do so; provided, however, that Lessee shall pay in full and cause to be released prior to such termination all liens which attached to the premises during the term of this Lease or at any time during the Lessee's occupancy of the Premises and provided, further, that Lessee has maintained the Premises, including the water quality of the Lake, in accordance with the terms of this Lease.
- 26. <u>Surrender of Possession</u>. Unless otherwise mutually agreed by the parties, within thirty (30) days after termination of the Lease, Lessee shall surrender possession of the Premises to Lessor in substantially the same condition that existed immediately prior to Lessee's entry on the Premises, reasonable wear and tear, damage by the elements, acts of God, and any act of war, excepted.
- 27. <u>Warranty of Title</u>. Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Premises, subject to the covenants, conditions, restrictions, easements, and other matters of record.

28. Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee. upon payment of the rent and other charges herein provided and upon observance and performance of the covenants, conditions, and terms of this Lease, shall peaceably hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons claiming under Lessor, except as herein expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

UTILITIES SERVICE BOARD OF BLOOMINGTON, INDIANA LAKE LEMON CONSERVANCY DISTRICT

By Marco 7 Statetes By Larry Pitter Chairman

# ADDENDUM TO LEASE AGREEMENT

# WITH

# LAKE LEMON CONSERVANCY DISTRICT

THIS ADDENDUM is made and entered into by and between the City of Bloomington. Department of Utilities (CBU) and the Lake Lemon Conservancy District (DISTRICT), to modify and supplement the LEASE AGREEMENT WITH LAKE LEMON CONSERVANCY DISTRICT and CITY OF BLOOMINGTON UTILITIES SERVICE BOARD entered into by and between the parties on the 27th day of 1) over less, 1995.

WHEREAS, the CBU and the DISTRICT have agreed that it shall be the responsibility of the CBU to make all necessary repairs to the sluice gate at the discharge structure on Lake Lemon, the CBU does hereby agree to make said repairs by no later than July 1, 1996.

SO AGREED THIS 272 DAY OF November

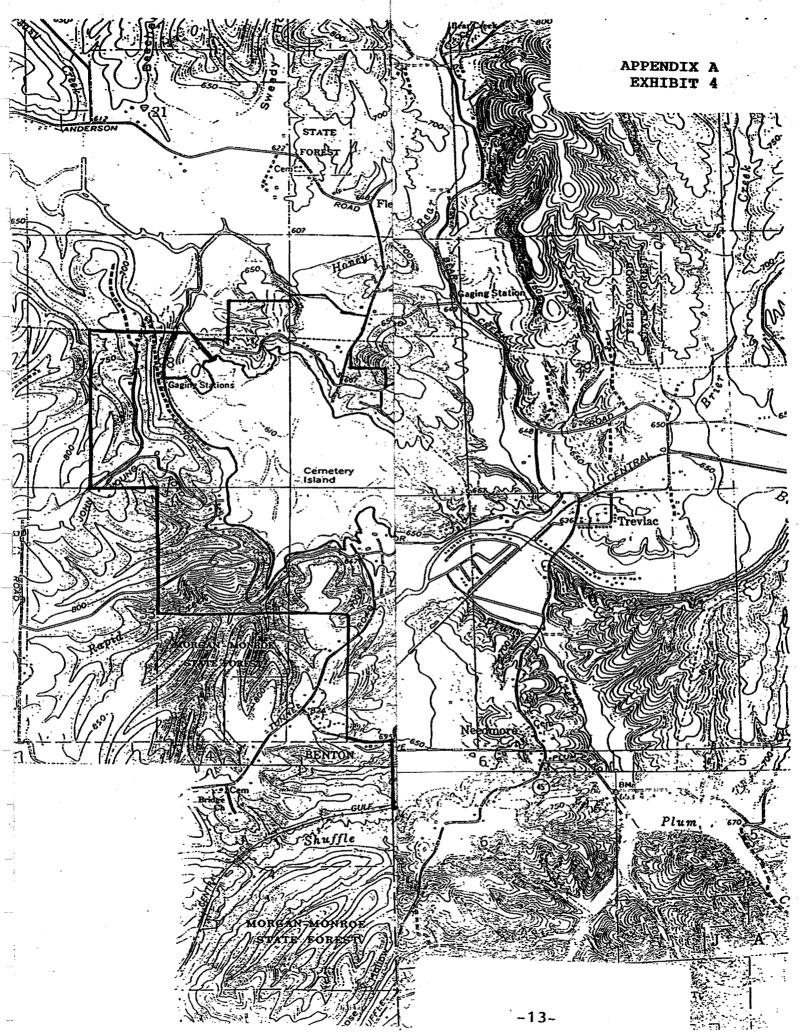
David Toumey, President

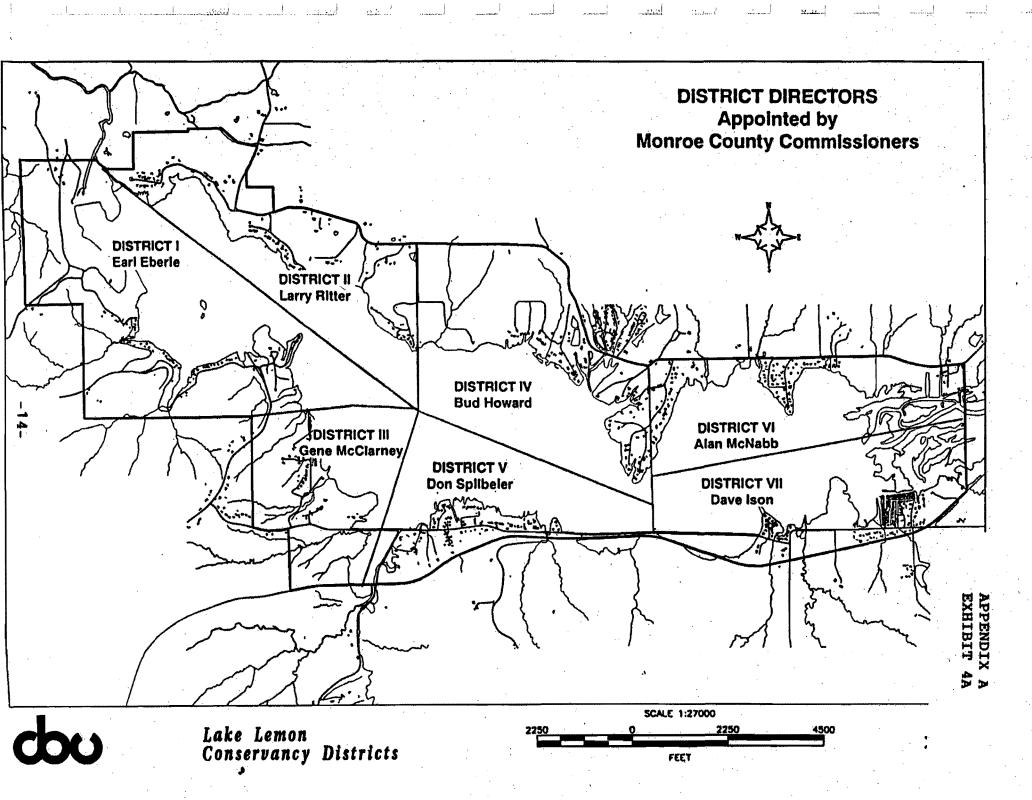
City of Bloomington Utilities

Service Board

Larry Ritter, Chairman

Lake Lemon Conservancy District





STATE OF INDIANA ) ) SS:	IN THE MONROE CIRCUIT COURT
COUNTY OF MONROE )	CAUSE NO.
IN RE: THE ESTABLISHMENT OF THE LAKE LEMON CONSERVANCY DISTRICT	APPENDIX A EXHIBIT 5
	ESTABLISHMENT OF THE CONSERVANCY DISTRICT
hereby petition to establish a conservancy district to be a Conservancy Act, I.C. 13-3-3 et seq., as amended from twater-based recreational opportunities provided by La	rounding Lake Lemon in Monroe County and Brown County, Indiana named "Lake Lemon Conservancy District", pursuant to the Indian time to time, for the purpose of operating, maintaining and improving ake Lemon, as set forth in I.C. 13-3-3-2(a)(9); for the purpose of nection with beneficial water management, as set forth in I.C. 13-3
	district for the purposes stated herein because there is danger of Laker which would impair the health, safety and welfare of the propert who use its waters and shores; and
water-based recreational opportunities provided by La	or the purposes of (1) leasing, operating, maintaining, and improving the Lemon; (2) developing recreational facilities where feasible in fit and be conducive to the heatlth, safety and welfare of the property; and
3. That the benefits associated with the establish will probably exceed the costs and damages associated	nment of a conservancy district to carry out the purposes stated above therewith; and
whre feasible in connection with beneficial water mana	improvement necessary to enhance water-based recreational facilitie gement will be paid for by annual levy of a special benefits tax upor ancy district, which boundaries are more fully described on attached
5. That this petition is not conditioned upon a g	grant of federal or state funds;
	on the board of the proposed Lake Lemon Conservancy District, and lly described on the map attached hereto as Exhibit "B", as required
Therefore, the undersigned freeholders having petition the Circuit Court of Monroe County, Indiana, in Conservancy District.	property lying with the proposed conservancy district do hereby accord with I.C. 13-3-3-9, for the establishment of the Lake Lemon
Printed Name:	
Signature:	

-15-

I am the OWNER of the land located in Benton\_\_\_\_\_ Jackson\_\_\_\_\_ Township at this address:\_

My Mailing Address:

# MEMORANDUM

TO: The Honorable Tomilea Allison

City of Bloomington Common Council

Board of Parks & Recreation

Utilities Service Board

FROM: Jeff Underwood, City of Bloomington Utilities

Norm Merrifield and Vicki Mayes, Parks & Recreation Department

Susan Failey, Legal Department

Vickie Renfrow, Risk Management Division

Geoff Grodner, Mallor Clendening Grodner & Bohrer

**DATE:** March 5, 1993

. SUBJECT: Lake Lemon and Riddle Point Park

## **MEMORANDUM**

Over the last several months, staff and attorneys representing the Parks and Recreation Department, Risk Management Division and Utilities Department have been investigating various issues impacting the on-going decision making about the future of Lake Lemon and Riddle Point Park. The investigation included issues impacting continued management and operation of the lake and park by the City and options available to the City in the event the Board of Parks and Recreation decides to cease operation of the Riddle Point Park and terminate the existing lease with the Utilities Board. This memo discusses some of the major issues to be addressed if the City continues to operate the Lake and the options which have been identified by the staff and attorneys in the event the Board of Parks and Recreation decides to stop managing the lake and park.

There is no significance to the order of the issues and options as discussed in this memo. The staff and attorneys have not attempted to rank the issues and options or otherwise determine the best option, as those questions are properly left to the discretion of the policy making organs of the City.

# Issues Impacting Continued Management and Operation

# Future of Riddle Point.

The issues and options impacting the future of Riddle Point are discussed in detail in the separate report prepared by the Parks and Recreation Department. Copies of that report may be obtained by contacting either Vicki Mayes or Norm Merrifield at the Parks Department. Reference should be made to that report for the issues and options specifically impacting the future of Riddle Point.

# Lake Maintenance and Improvement Costs.

Sedimentation in the lake has been an increasing problem. Consideration needs to be given to methods of minimizing sedimentation, including installation of rip rap around the lake shore. Consideration also needs to be given to the benefits and costs which would be associated with dredging the lake. Any decision to continue management and operation of the lake may need to take into account the funding of costs for lake maintenance and major improvements which may be necessary to extend the life of the lake.

#### Maintenance of the Dam.

There is no current information available on the capital costs which may reasonably be anticipated in the future for maintenance of the dam. Since the Utilities Department discontinued use of the lake as a water source, maintenance of the dam has been limited to only that which was absolutely necessary. Any decision to continue management and operation of the lake should take into account a projection of capital costs which can reasonably be anticipated for repair and improvement of the dam and the funding of those costs. Additionally, consideration should be given to whether the City may return in the future to use of Lake Lemon as a water source. If the possiblity exists that Lake Lemon may, in fact, be used as a water source, the projection of the capital costs should take into account any additional repairs or improvements to the dam which will be required to facilitate that use.

#### Assessment and Collection of Fees.

Historically, the Parks Department has met with only limited success in collecting dock and frontage fees at the lake. Complicating the collection process are the issues of the Parks Department's ability to assess fees outside the jurisdictional limits of the Department in Monroe County and in Brown County; the definition of "frontage" for assessment purposes; and the Department's expenditure of the fees collected. The current fees are believed to be inadequate to fund the regular maintenance of the lake and the improvements and major maintenance of the dam and lake which may be necessary to extend the useful life of the lake. In order to fund regular maintenance of the lake, it is

estimated that a fee of approximately \$500 a year may have to be collected from the owner of each property bordering the lake. Funding of major maintenance and necessary improvements would require larger fees.

In order to improve the ability to collect the fees, it may be necessary to restructure the fee system and to seek assistance from both Monroe County and Brown County. While the City has historically imposed a frontage fee, collection of that fee has been difficult, especially for the properties located in Brown County. Further research needs to be undertaken on the effectiveness and possibility of requesting that ordinances be adopted by both the Brown County and Monroe County governments requiring affected properties to pay the fees as assessed by the City. Consideration should also be given to identifying other possible methods of assessing and collecting fees. The City Ordinance on

Lake Lemon would need to be revised to reflect fee changes or restructuring.

It should be noted that the Graphic Information Services ("GIS") mapping project currently underway will assist the City in being able to identify the owners of property bordering the lake. The USB has approved including the lake and properties surrounding the lake in the GIS project, and GIS maps of that area should be available later this year.

#### Options If Parks Ceases Operation

#### Close the Lake.

Closing the lake would involve taking steps to prohibit any boating, swimming and/or fishing in the lake. At a minimum, appropriate signage would have to be posted around the lake. Additional steps which may be considered are forcing the removal of all docks and/or providing for regular patrols of the lake area to detect and determinanthorized use of the lake. This option assumes that weed control would be discontinued and the weeds would eventually grow to a point where boating and fishing are impractical.

If this option is to be implemented, future maintenance of the dam should be considered. The staff and attorneys are not aware of any legal requirement imposed on the City to maintain the dam if a decision is made to close the lake. This lake appears to fall within what State law defines as a privately owned, non-navigable lake. It is non-navigable, in that you can not travel on this lake to another body of water. As a privately owed, non-navigable lake, the City may have the right to simply breach the dam and allow the lake bed to drain. Further research needs to be conducted before a decision to drain the lake could be made.

Closing the lake would affect those persons who own property bordering the lake. In addition to homes and unimproved property, two marinas operate at the lake. If, as discussed in the preceding paragraph, the lake is a privately owned, non-navigable lake, the owners of the bordering property may have no legal rights to require the continuing use or existence of the lake. However, the fact that the lake has been open to

the public for such a long time may have created some rights in the owners of the bordering properties. The impact on the bordering properties and the legal rights of those property owners needs further research before a decision to close the lake can be made.

Another issue which would impact a decision to close the lake to use is the continuing liability the City would have for any injury suffered by someone using the lake after it is closed. If the lake is posted as closed, anyone using the lake may be considered to be trespassing. However, a trespasser who is injured may assert claims that the posted signs were not sufficient or, even though the lake is closed, the City should have reasonably anticipated continuing use of the Lake and taken precautions to insure the lake remained safe for use. An injury claim can only be evaluated on the individual facts of the case, therefore it is not possible to eliminate potential continuing liability if the lake is closed.

Draining the lake would, however, greatly reduce any potential liability for injuries after the lake is closed.

#### Utilities Assumes Operation of the Lake.

The Utilities Service Board ("USB") could assume responsibility for operation and maintenance of the lake. Operation of the lake could be as extensive as continuing to operate or expanding Riddle Point, continuing to maintain the lake in order to permit boating and continuing the lake patrol. Operation of the lake could be as minimal as providing minimal maintenance and permitting only limited use "at your own risk". It is generally assumed that the USB is not interested in either continuing or expanding the existing operation at Riddle Point or the lake patrol. It is also assumed that the Parks

Board is not interested in continuing to operate the lake if it decides to cease operation of Riddle Point Park.

Permitting even "at your own risk" use of the lake for either boating and/or swimming may still result in potential liability for the City for injuries which may be sustained by persons using the lake. If "at risk" use is permitted, the City may be obligated to take precautions to insure the lake is safe for use. Those precautions would include at least some maintenance obligations to insure the safety of boaters and/or swimmers. The question as to whether any use of the lake could be permitted without providing weed control would also have to be addressed.

Budgeting and funding for any level of maintenance and operation may be funded, in part or whole, through increased dock fees, boat launching permits, and licenses to cross City owned property for access to the lake. As discussed elsewhere, an assessment of approximately \$500 per year against each property bordering the lake is anticipated as being necessary for ordinary and continuing maintenance. If sufficient funds can not be generated through dock fees, etc. to fund maintenance and operation of the lake, approval of the Indiana Utility Regulatory Commission for lake related expenditures may be required, as those expenditures would have an impact on water rates.

#### Lease Lake to Conservancy District.

The Utilities Service Board could enter into an agreement to lease the lake to the Lake Lemon Conservancy District. A proposed agreement between the USB and the Conservancy District has been drafted by the USB, and the Conservancy District recently

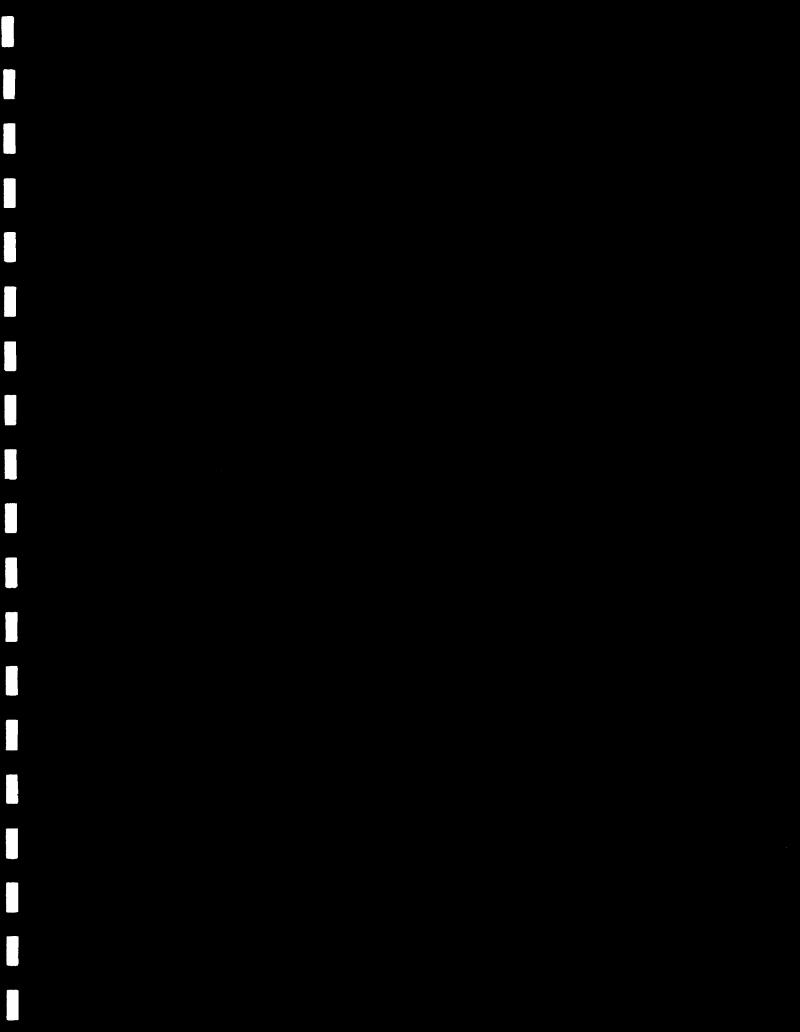
commented on that draft. Based upon those comments, it is clear that several differences on major issues would need to be resolved before a lease between the City and the Conservancy District could be finalized.

Many people who have been involved in the future of Lake Lemon for several years question whether the Conservancy District is truly capable of operating the Lake. Concerns exist that the Conservancy District will not be able to obtain the necessary support from owners within the proposed District boundaries when the actual cost to the property owners is made known. There are also concerns that a basic lack of understanding of and commitment to lake preservation issues among the owners of property within the proposed District will make it difficult for the District to operate effectively and will jeopardize the environmental integrity of the lake.

#### Turn Over Operation of the Lake to the State or County.

Monroe County has expressed some interest in operating Riddle Point as a part of the County's park system. It is unclear, however, whether the County has any interest in undertaking maintenance and management of the lake. Before any final decisions are made concerning the future of the lake or the park, discussions should be held with the County to determine whether it is feasible and appropriate for the County to assume responsibility for maintenance and management of the lake and/or park.

The State of Indiana has not expressed any interest in assuming management and operation of either Riddle Point Park or the lake. Given the State government's financial difficulties, it is assumed this is not a viable option.



APPENDIX B

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_				
~				
No. Topics				
_	•			
=*Australia				
a-tomas				

APPENDIX C

# ESTIMATED CONSERVANCY BUDGET (Source - LLCA dtd. 2/15/95)

# Annual Operating Expenses

- Electrical Service	\$	570.00
- Telephone (\$ 60/mo.)+ (\$15/mo.LD)		900.00
- Water (\$15/mo B & B Water Service)		180.00
- Trash Removal (6 mo. @ \$71 & 6 mo. @ \$45)		714.00
- Portable Toilets (9 mo. @ \$ 70/mo.)	_	630.00
- Lake Manager - Salary		30,000.00
- Accounting/Payroll/Tax Services	-	5,200.00
- Lake Patrol		
8 hrs./day for Sat. & Sun May thru Sept.		
plus holidays Memorial, July 4 and Labor		
Day i. e. 37 days x 8 x \$10.00/hr.		2,960.00
- Weed Harvesting		•
8 hrs./day, 5 days/wk. June thru August		1
i.e. 13 wks.x 40 hrs./wk. x \$ 9.00/hr.		4,630.00
- Dam Mowing		•
5 mowings /yr. x \$500.00/mowing		2,500.00
- Seasonable labor -100 hrs. @ \$ 7.00/hr.		700.00
- Gate Keeper (license sales, etc.)		•
296 hrs. @ \$ 6.00/hr.		1,776.00
- Directors' Expenses		
Salary		0.00
Travel		200.00
- Fuel for Equipment		
Truck (150 gal. @ 1.10/gal)		165.00
Boat (888 gal. @ 1.10/gal)		977.00
Weed Harvester-Diesel (1000 gal. @ 1.10/gal)		1,144.00
- Maintenance		•
Building & Grounds		2,000.00
Boat & Weed Harvester		1,020.00
- Advertising - Employment & Meeting Notices	,	300.00
- Social Security Taxes		2,625.00
- Insurance (Est.)		
Liability, Building & Equipment and		
Workmen's Compensation		25,000.00
- Water Testing (2/yr. @ \$ 1000.00 ea.)		2,000.00
- Erosion Control (Stone, gravel, labor, etc.)		27,150.00
- Weed Treatment		10,000.00
- Accrued Legal Fees (\$10,000.00 - 4 yr. schedule)		2,500.00
- Xerox Copy Cartridge		109.00

## Annual Operating Expenses - cont'd

- Stationary - 500 sheets printed	\$ 57.00	
- 500 envelopes printed	59.00	
- Receipts - 3 part sets - 1000 ea.	85.00	
- Postage - newsletters & gen'l correspondence	605.00	)
- Office Supplies, Misc.	45.00	,
- Boat Permit Decals	659.00	1
- Launch Permit Decals	259.00	1
- Newsletter Printing	45.00	
- Janitorial Supplies	150.00	)*
TOTAL - OPERATING EXPENSES	<b>∞ ∞ ∞ ∞ ∞ ∞</b> ∞	\$ 131,964.00
CAPITAL EXPENSES		-
- Patrol Boat - Used \$ 10,000.00 amortized - 4 yrs	\$ 2,500.00	, 
- Truck - 1/2 T 4WD, 4 yr.lease @ 382.00/mo.x 12 mos.	4,584.00	
- Boat Lift w/canopy \$ 3500.00 amortized - 4 yrs.	875.00	
- Boat Dock \$ 1020.00 amortized - 4 yrs.	255.00	
- Patrol Boat Accessories:		
Siren	200.00	1
Police Radios - \$ 515.00 ea.	1,030.00	
Larsen Fiberglass Antenna	55.00	
Life Jackets 8 @ 10.00 ea.	80.00	
- Posting of Regulations 3 signs @ \$ 135.00 ea.	405.00	
- Navigation Markers	1,000.00	
- Office Equipment & Supplies		
Desks - 2 (Used) @ 200.00 ea.	400.00	
Chairs- 2 (Used) @ 85.00 ea.	170.00	
Conference Table	115.00	
Folding Chairs - 8 @ 10.00 ea.	80.00	•
Photo-Copier (Xerox 5201)	299.00	
FAX Machine (Brother 600)	290.00	
Table for Copier/FAX	55.00	,
Filing Cabinet	100.00	
Safe (Sentry 1250)	100.00	
Telephone/Answering Machine	60.00	
Miscellaneous Accessories (Rubber Stamps,		
Desk Lamps, etc.)	114.00	
First Aid Kits	40.00	
TOTAL - CAPITAL EXPENSES	******	\$ 12,807.00
TOTAL ITEMIZED EXPENSES		\$ 143,771.00

TOTAL ITEMIZED EXPENSES (from previous page)	\$ 143,771.00
Add contingency @ 10% of Expense totals	14,377.00
TOTAL BUDGETED EXPENSES	\$ 158,148.00

#### LESS ANTICIPATED LAKE INCOME

\$ 64,694.00
2,000.00
3,000.00
4,100.00

(73,794.00)

TOTAL SHORTFALL

\$ 84,354.00

## CONSERVANCY TAXES REQUIRED TO OFFSET SHORTFALL

The calculations of a conservancy tax required to offset the budgetary income/expense shortfall is as follows:

The following Assessed Values (as of December 1994) for Real Estate within the Conservancy Boundaries was supplied by the Monroe County and Brown County Assessors offices:

Monroe Co Benton Township	\$ 3,076,250.00
Brown Co Jackson Township	1,496,150.00
Total Assessed Values	\$ 4,572,400.00

#### Therefore:

<u>Shortfall</u>	divided by	Total Assessed Values	<u>equals</u>	Tax Rate
\$ 84,354.00	•/.	\$ 4,572,400.00	= \$0	.0185 per Dollar Assessed Value

Note: This conservancy tax will eliminate Frontage Access Fees.

APPENDIX D

#### REAL ESTATE VALUES

#### PROPERTY BENEFITS FROM DISTRICT

Assessed Real Estate Value x 3 = Estimated Appraised Value\* Reference Appendix C, Exhibit 5.

 $$4,572,400.00 \times 3 = $13,717,200.00.$ 

Annual <u>increase</u> in Property Value <u>with</u> a viable Recreational Lake = 10% (minimum) (Reference Appendix D, Exhibit 2, 4, & 5).

Annual <u>decrease</u> in Property Value <u>without</u> a viable Recreational Lake = 10% (minimum) (Reference Appendix D, Exhibit 2, 4, & 5).

Annual Monetary Benefit to Freeholders = Estimated Appraised Value x (annual increase + decrease).

Monetary Benefit to Freeholders = \$13,717,200.00 (10% + 10%).

Annual Monetary Benefit = \$ 2,743,344.00.

\*Estimated Appraised Value of properties in Lake Lemon area is less than 50% (fifty) of actual market value. Not considered in calculations. DANIEL S. DAVISSON 1521 GREENWAY DRIVE ANDERSON, INDIANA 46011

#### February 27, 1995

Mr. Steve Lucas
Natural Resources Commission
Indiana State Office Building South Room 272W
402 West Washington Street
Indianapolis, Indiana 46204

Re: Lake Lemon

#### Dear Sir:

I was at the meeting on February 23 and I spoke with you briefly following the meeting. I did not speak during the meeting because others were there wishing to have their say and I did not want to take up the time.

I wish to go on record as favoring the conservancy district.

Before getting into the specifics of the project I want to identify myself and family. We live in Anderson and have owned lake frontage property near Riddle Point since 1983. I am a practicing attorney and my wife if a school teacher. We both attended Indiana University and have a real affection for that part of the State. We believe that Lake Lemon is unique among the other lakes in Indiana because of its size, its proximity to Bloomington and Nashville, and its private ownership of lakeside properties. Add to that the accident of closeness to Lake Monroe and you have a beautiful lake which is not overly crowded and is relatively safe for use by all ages.

Today the continued existence of Lake Lemon is in danger. For several years there has been talk that the City of Bloomington would abandon or curtail its support of the Lake. I have talked to my neighbors and to the Lake personnel. I have also talked to friends who live in Bloomington and have no connection to the Lake. I have read articles in the Bloomington and Nashville newspapers. Also I heard the comments of the Utilities representative at the meeting. I am firmly convinced the City (whether that be the Utility Board or the Parks Department or any other municipal authority) has no desire to continue its subsidy of the Lake operation. Unlike others who spoke, I do not think the City has made any money off the Lake operation. One does not have to be a Greenspan to calculate the estimated income and expenses and the resulting deficit.

The City has several choices for the future:

1. It could sell or abandon the Lake. But negotiations indicate the City wants to retain the Lake under the guise of alternate water supply. I personally do not believe it will ever

again be used for that purpose because Monroe is so close and so adequate. But the City does want to retain ownership.

2. It could continue its past support and subsidy. This is not likely to occur and, in fact, it is not desirable because the past practices have not been adequate to protect the Lake. I am sure you heard the complaints that were voiced at the meeting.

- 3. It could open the dam and drain the Lake. I do not believe this will occur because of the environmental issues and because I estimate the cost of maintaining 1600 acres of dry lake bed will be more than maintaining a filled lake. There is also the unanswered legal issue as to whether the fee ownership would revert to the adjacent property owners. This is similar to the legal controversy presently raging about the abandoned railroads.
- 4. It could merely maintain the dam and keep the lake flooded, but ignore the continuing issues of erosion, sedimentation. vegetation, and contamination. I think this is what will happen. If this is followed the Lake will gradually degrade through natural process. That will be a slow but certain process and will effect the upper east end first. Already that end is becoming unusable. Most of the complaints at the meeting were from property owners in that area. Because I am at the west end my property will not be adversely effected during my lifetime.

So why should I be worried? One would be myopic to sit back and not be concerned about the long term implications. Because the Lake touches and affects a multitude of properties over a wide area, the problems can only be addressed through common or unified effort.

To accomplish the effort there has to be a mechanism to insure the future health and vitality of the Lake. As I see it, the only proposal given at the meeting and the only solution that I know of is a conservancy district.

There are many attributes of a District. Some of those are criteria specified in the statute and some are additional factors.

SELF CONTROL For years the Lake has been managed exclusively by the City. Few of the present owners are voting residents of the City and therefore most have no franchise in the political process determining the destiny. In the past there have been allegation that the City was taking advantage of the property owners. I personally believe the City has been benevolent in its dealings with the property owners. As you could gather from some of the statements at the meeting there is a great amount of animosity toward the City. The formation of the District will allow the property owners to take control and I believe this will result in better lake management and property protection.

<u>UNIFIED CONTROL</u> As your know the Lake is located in two counties. By law the district may span the line and unite the area under one direction. Tax dollars levied in one county may be used for maintenance in the other.

COST SHARING In the past the City has charged frontage fees and boat fees to finance the maintenance. It has also charged rental for camping. The camping was discontinued last year. The frontage fee was voluntary. If a property owner did not wish to pay there was no method to collect. The boat fees were charged only against users. If one did not have a boat one did not pay a boat fee. Therefore many property owners both on and off the water frontage received the benefit of the beautiful lake but paid nothing. With the District revenue will come from taxes which everyone will pay and from boat fees which only users will pay. This will be more fair and equitable. In fact I would not be opposed to a special benefits assessment for frontage owners.

INCREASED RECREATIONAL USAGE Without the support of the City and if there is no District I envision a degradation of the facility and its usage reduced to proximate property owners. With the advent of a District, committed by the proposed lease to continuing public access and charged with maintenance of water quality, the present level of recreational usage will remain. Also, the District, driven by demands for revenue, will actively promote Lake usage by others. Through the implementation of the Self Control, Unified Control and Erosion Control the recreational areas will be protected and expanded. Those areas which today are closed or are hazardous will be cleared and once again usable for the property owners and the public.

EROSION CONTROL In the past there have been no mandates requiring erosion control. The only incentive has been self-preservation. Unfortunately many vacant and undeveloped areas have been neglected and the Lake has suffered. The biggest offender has been the City with its unused areas. For example the small island at the west end of the Lake is only one half its size of fifteen years ago. The huge concrete foundation block that is ten feet in the water was then on high and dry land. The surrounding soil is now somewhere on the lake bottom.

I think one of the first programs of the District will be to stabilize the future erosion of City properties and mandate the protection of private properties. Ultimately the District can look further upstream and work on erosion control outside the District area. The Conservancy Act in Section 58(b)(7) and Section 88 establishes authority of the District to maintain suit for the protection of its works or for the collection of damages.

A related area of possible activity is the removal or dredging of silt.

WATER QUALITY Besides the infiltration of sediments there are also those unseen and unhealthy microbes and other organisms and elements that effect the purity and quality of the water. Our lake is no different from other lakes in Indiana. Wherever there are people there will be these problems. Thank goodness most of the lake properties have public water supply so the problem is not as severe here as elsewhere. But with the aging of the present disposal systems water quality will be a major issue in the near future. This will prevent future growth and development and will

reduce property desirability and values. The District is perhaps the best legal entity to address and solve that future issue. Also the District will have legal standing to remediate present violators of the quality.

<u>PROPERTY VALUES</u> The existence of the District, with its unified control on Lake management programs will enhance property values, even for those properties which are not water frontage.

ECONOMIC IMPACT The Lake is a valuable asset which has a sizeable economic impact on the entire surrounding area. My family does not reside there but only uses the Lake on the weekends. But rest assured that our contributions to the local economy is in the thousands of dollars each year for goods and services. Without the presence of the Lake we would be somewhere else. Multiply our contribution by the number of other weekenders and quite a large influx is seen. I am not an economist so I can not calculate the total recycled impact but it must be immense.

In closing I want to state that I have nothing but the highest confidence in the Committee which proposed the District. The members have devoted countless hours of time and have spent of their own moneys to get the project to its current place. I was truly upset when the opponents questioned their agenda and honesty.

I am sorry this letter ran so long and I appreciate your time and effort in reading it. Again I urge that you make findings in favor of the District.

Very Truly Yours,

Daniel S. Davisson

Ms. Tamara M. Baker
Department of Natural Resources
402 W. Washington Street
Room W 264
Indianapolis, IN 46204

Date: March 30, 1995

Subject: Activity and Tax Information - Lake Lemon Conservancy District Formulation

#### Dear Ms. Baker:

A summary of the level of recreational activity associated with Lake Lemon can be best identified by the number of boat permits which are issued each year. Accordingly, I have reviewed available information from 1991 thru 1994 to definitize both annual and daily boat permit issuances. Following is a listing of each type of boat permit issued by the City of Bloomington on a yearly basis:

YEAR	ANNUAL PERMITS	DAILY PERMITS
1991	824	2755
1992	809	2670
1993	894	3007
1994	732	2382

The foregoing information indicates that an average of 815 yearly and 2704 daily boat permits are issued each year. This clearly indicates a high level of usage of the lake for recreation purposes. You will recall that during the DNR hearing Mr. David W. Toumey, President of the Bloomington Utilities Service Board stated that the city does not intend to maintain the lake for recreational activities and that Conservancy formulation was the best interest of all concerned.

Furthermore, it is a significant fact that lack of a viable recreational area at Lake Lemon would have serious impact on the business activities located at the lake - specifically two marinas and one restaurant. Estimates would indicate that the gross revenue associated with these businesses would approximate \$250,000 annually.

Also, assessed property tax information have been acquired from both the Monroe and Brown County assessors offices which should be beneficial for your evaluation. We have identified the number of freeholders within the conservancy boundaries in \$5,000 increments and calculated the percent freeholders in each increment.

#### Brown County values are as follows:

Assessed Property value	Number of Freeholders	Percent Freeholders
\$0 - \$5,000	71	36.0%
\$5,001 - \$10,000	72	36.7%
\$10,001 - \$15,000	37	19.0%
\$15,001 - \$20,000	7	3.8%
\$20,001 - \$25,000	4	2.0%
\$25,001 - \$30,000	4	2.0%
\$30,001 - \$30,600	1	0.5%

(Note that 73% of the Brown County Freeholders are within the \$10,000 level.)

Monroe County values are as follows:

Assessed Property Value	Number of Freeholders	Percent Freeholders
\$0- \$5,000	111	33.8%
\$5,001 - \$10,000	91	27.7%
\$10,001 - \$15,000	62	18.8%
\$15,001 - \$20,000	33	10.0%
\$20,001 - \$25,000	21	06.4%
\$25,001 - \$30,000	5	01.5%
\$30,001 - \$35,000	3	0.9%
\$35,001 - \$40,730	3	0.9%

(Note that 62% of the Monroe County Freeholders are within the \$10,000 level.)

Lake access fee currently in effect by the City of Bloomington is \$100.00 minimum with discussion of raising that fee to \$500.00 (Reference Item I page 4 of DNR Presentation booklet of 2-22-95) for lake front Freeholders.

The estimated budget information provided at the 2-22-95 DNR hearing yielded a Conservancy estimated tax rate of \$0.0185 per dollar assessed value.

Near 70% of all Freeholders would fall in the \$10,000 assessed value and below which would result in a maximum yearly outlay of \$185.00 or \$85.00 since there would be no \$100.00 Bloomington Access Fee. This level of cost appears extremely low for the benefits of insuring availability of a viable recreational area at Lake Lemon.

In summary, Lake Lemon Conservancy District formulation would result in a continuing viable recreational area, preserve property values, improve boating safety and provide property owner participation in lake management at minimal cost to the Freeholders.

Sincerely,

S.E. Ritter

L.E. Ritter, President Lake Lemon Civic Association

P.S. Property value information will be FAX to you directly from Realty Office/s.

CC: Steve Lucas - DNR
Lynn H. Coyne - Attorney

#### ALL SEASONS REALTORS

335. South College Avenue Bioomington, Indiana 47403 (812) 334-2021

March 30, 1995

Tamara M. Baker Water Planner Project Development Section 402 W. Washington Room W264 Indianapolis, IN 46204

#### Dear Ms. Baker:

The proposal of a conservancy at Lake Lemon has given rise to a number of concerns, questions and speculations. As a Realtor in the Bloomington area, I can attest to the necessity of continued and improved conditions of the lake if the properties on and around the lake are to continue to hold market value and possibly increase in value. The impact of the economic devaluation that would face current homeowners, should the quality and maintenance of the lake deteriorate, could be devasting. The presence of the lake has had a very positive influence on the market value of the surrounding properties and can only continue if the future of the lake is secure. I have always experienced a demand for lake property by my buyers. The demand has been based on the assumption that the lake will continue as a viable recreational body of water, affording the prospective homeowner the benefits associated with a maintained lake and an ongoing source of pride and enjoyment. The proof of this demand can be easily verified by the market values, and thus appraisals, of the properties sold over the years. A comparison of properties sold that are on or near the lake to like properties in other outlying areas without a lake will corroborate the impact on market value of a property on a viable body of water. Simply put, the demand for property and thus market value would greatly diminish if it weren't for a high-quality, well-maintained body of water.

I think it is also important to note that in reviewing the ownership of properties you will find that some of the property owners are out-of-town residents. They have invested in the area because of the lake. While they bring income to the county, they demand little in the way of services or benefits other than what the lake has supplied. If the lake were to deteriorate, not only could real estate values be affected but also the income that is currently supplied to the county. All with a reasonable expectation that the demand for services could potentially increase.



Inasmuch as the city has openly and publicly declared its desire to be relieved of the responsibility of lake management and maintenance, it is vital that an alternative solution be found. Without an alternative to the existing situation, the uncertain furture of Lake Lemon places current property owners at risk. The proposal of the Lake Conservancy District offers such an alternative. In reviewing the proposal I feel it is both logical and fiscally sound. It is a proposal that I, as a taxpayer, can support and can, as a Realtor, explain and support to both existing and potential buyers. It is my hope that the proposal set before you will be met with favor.

Respectfully,

Margie Polley, CRS, GRI Broker Associate

CC:

L. Coyne, atty.

S. Lucas, DNR

L. Ritter

APPENDIX D EXHIBIT 5

# Area Appraisal Services

April 3, 1995

Ms. Tamara M. Baker Water Planner Project Development Section Department of Natural Resources 402 W. Washington Street Room W. 264 Indianapolis, IN 46204

Subject: Property Values - Lake Lemon Conservancy

District

Dear Ms. Baker:

I have been asked by the Lake Lemon Civic Association to provide you with information regarding property values at and around the Lake Lemon area.

As a matter of fact, property values in the Lake Lemon area have increased on an average of 5% to 10% per year over the last 3 to 5 years due to the recreational aspects associated with the lake. During that period the City of Bloomington has maintained the lake for recreational purposes but announced last year that the City will not continue such maintenance for recreational activities.

Without maintenance for recreational use, property values could be on the decline over the next several years.

Formation of a Lake Lemon Conservative District would insure continuing lake maintenance for recreational purposes preserving existing property values. It is my understanding that the specific purpose of the Conservancy would be to maintain a viable recreational area at Lake Lemon and therefore coincide with a continuing increase in property values based upon current market conditions.

I sincerely hope that this information will be useful to you in your assessment of Conservancy formulation.

If I can be of further assistance, please feel free to contact me at your convenience.

mode & Daner, SCA

Sincerely,

Tinda S. Bauer, SRA

P.D. Box 472 Nashville, IN 47445 512-334-2311 or 512-955-6424 Fam 512-955-4924

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-26-

EXHIBIT 6

DAMNAME CAK	E CEMON DAM STATE DAMID. 33-1 DATE 10/18/1994
PRINCPAL	DESCRIPTION: A -CONCRETE - GREE A CURVED WEIR - 329 FEET LONG AND
SFILLWAY	400-FOOT KACTUS) STRUCTURE WITH CONCRETE SIDEWALLS AND A
CCEPTABLE X	PROBLEMS NOTED: (43) None (44) Deterioration (45) Separation (46) Cracking (47) Inlet, Outlet STILLIF'S
FICIENT!	Deficiency (148) Stilling Basin Inadequacies (149) Trash Rack (150) Other (150) Other (150) Other (150) OCCURRING ON ALONG THE (150) OTHER (150)
POOR	OF BOTH SIDEWALLS A RETAINING MANCES)
	DESCRIPTION: THIS STRUCTURE HAS NO EMERIENCY -SPILLWAY.
AUXILIARY SPILLWAY	· 我上都没有一个人的,我们在这个人的,我们就是一个一个人的,我们的一个人的人的。
- G000 -i	PROBLEMS NOTED: 1 (51) None (52) No Auxiliary Spitway Found 1 (53) Erosion-with Backcutting 1 (54) Crack with
CCEPTABLE 35	Displacement * 🗆 (55) Appears to be Structurally inadequate 🐒 🗆 (56) Appears too Small 🗀 (57) Inadequate Freeboard
DEFICIENT?	□ (58) Flow Obstructed □ (59) Concrete Deteriorated/Undermined □ (60) Other
*POOR *	Comments -
· · · · · · · · · · · · · · · · · · ·	
MAINTENANCE AND REPAIRS	PROBLEMS NOTED: (61) None (62) Access Road Needs Maintenance (63) Cattle Damage (64) Spillway  Obstruction (65) Brush, Weeds, Tall Grass, on Upstream Slope, Crest, Downstream Slope, Toe (66) Trees on Upstream  Slope, Crest, Downstream Slope (67) Rodent Activity on Upstream Slope, Crest, Downstream Slope, Toe (68) Deteriorated
ACCEPTABLE X	Concrete-Facing, Outlet, Spithway (69) Gate and/or Drawdown Need Repair (70) Other
DEFICIENT /	Comments:
POOR	The state of the s
-4 .	the second of th
	OVERALL CONDITIONS
Besed on this inspect	tion and recent file review, the overall surficial condition is determined to be: (71) Satisfactory (72) fair
	and the second of the second o
Transfer of the Contract of th	el 中国教育(全国教育 D.C. 可能性的 E.C. 知识的 表面的 化物理系统 医性神经病 化二氯甲基酚 医性神经病 医神经性神经病 医神经炎 化二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基二氯甲基
Remarks: 7 cco	ROINE TO THE -1979 CORPS PHASE I REPORT, THE SPILLWAY
OF THIS 5	TRUCTURE CAN ACCOMMODATE THE FLOOPIRESULTING FROM THE
1007 800	BABLE I MAXTHOM PRECIPITATION INDICATION TO THE PARTY OF THE PROPERTY OF THE PARTY
*	CARL CONTRACTOR OF THE BEAUTING ACTION TO CONTRACT OF THE PARTY OF THE
	TO IMPROVE THE SAFETY OF THE DAM
MAINTENANCE-MI	NOR REPAIR-MONITORING Bas
	ional Erosion Protection: ALONG THE PRINCIPAL SPILLWAY TRETAINING WALLS.
	UPSTREAM SLOPE TO THE WATERLINE
	INDICATION TO OF THE DOWNSTREAM SLOPE
☐ (79) Initiate Roden	nt Control Program and Properly Backfill Existing Holes:
(80) Repair: 741	and the second of the second o
(81) Provide Surfa	
	The second secon
R(83) Other: <u>RE</u>	DATE THE DENIA PIPE SHUTGEE GATE
☐ (85) Other: 35	
	PLOY AN ENGINEER EXPERIENCED IN DESIGN AND CONSTRUCTION OF DAMS TO: THE PROPERTY OF THE PROPER
	on must be approved by State prior to construction.)
	s and Specifications for the Rehabilitation of the Dam:
🗆 (87) Prepare As-B	
🗇 (88) Perform a Ge	otechnical investigation to Evaluate the Stability of the Dam:
	drologic Study to Determine Required Spillway Size:
read .	drologic Study to Determine Required Spillway Size:
O (91) Set up a Mon	7
THE RESERVE OF THE PARTY OF THE	pproved Status of Dam; White S
□ (93) Other: #* □ (94) Other:	学的 150 新华 (1990年) 1990年 (19
	Ber & Att. 18 - 18 Control Control Control State of the State of the Control C
Maria Jana da da sa mara	Worth of the state
nectors Signature	Edin D. Vician, P.E. Reviewed By Kirk G Vous Date 10/18/19 94
4	Owner Owner Decologist
The State of Indiana	a, by providing this dam inspection report, does not assume responsibility for any unsafe condition of the subject dam. The sole safety of this dam rests with the owner, who should perform or have performed frequent inspections of this dam.
sandy same of the same	
	Page 2 of 2





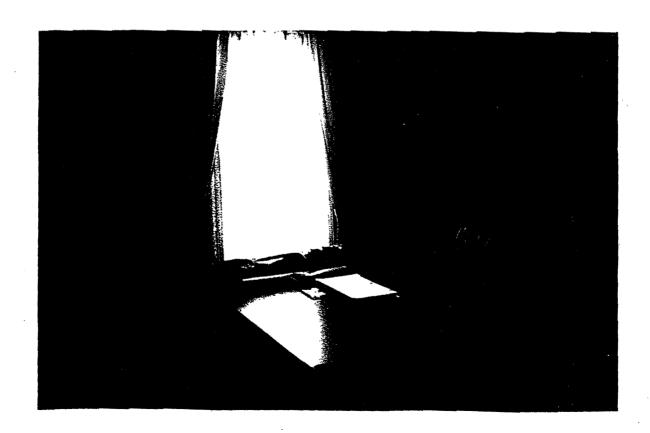














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