

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
Benton Township Senior Center Building  
October 15, 2014**

**The October 15<sup>th</sup>, 2014 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Center Building and was called to order by Chairman John Schell at 6:00 P.M.**

**BOARD MEMBERS PRESENT: John Schell, Pam Dugan, Lance Eberle, Sue Miller, Kim Mayer, Dennis Friesel, and Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; John Langley, CBU Deputy Director; and LLCD Freeholders (see attached sign-in sheet).**

**I. Opening Comments (Schell)**

- a. Schell introduced John Langley, Deputy Director, City of Bloomington Utilities. Langley is a non-voting member of the Board.

**II. Approval of September 17, 2014 Board Meeting Minutes (Schell)**

**MILLER MOTIONED TO APPROVE THE SEPTEMBER 17, 2014 BOARD MEETING MINUTES. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**III. Treasurer's' Report (Eberle)**

- a. September Financial Highlights
  - i. See Attached

**SCHELL MOTIONED TO APPROVE THE SEPTEMBER FINANCIAL HIGHLIGHTS. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- b. September Report of Claims Approval
  - i. Thrasher asked about a payment to Jim Ison.
    - 1. Ison repaired a shift cable on the LLCD truck.
    - 2. Correction to #1 (above). Ison made repairs to the patrol boat lift in September for \$200.00.

**MILLER MOTIONED TO APPROVE THE SEPTEMBER REPORT OF CLAIMS. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- c. Certificate of Deposits: Renewal
  - i. Last month a \$100,000.00 General Fund CD was renewed for three months, allowing the funds to be available in December 2014 in the event

the Board wants to make a down payment on a loan for a smaller barge operation.

**FRIESEL MOTIONED TO RENEW GENERAL FUND CD'S # 371027557 AND # 371027565 FOR 24 MONTHS. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- d. Resolution 10-14-05: Adoption of 2015 Annual Budget and 2015 Statement of Salaries and Wages

**MILLER MOTIONED TO APPROVE RESOLUTION 10-14-05. THRASHER SECONDED THE MOTION. EBERLE RECUSED HIMSELF FROM ACCOUNT #6450 – INSURANCE. SCHELL RECUSED HIMSELF FROM ACCOUNT # 6600 – 6% COMMISSION – MARINA SALES. ALL "AYE'S". THE MOTION CARRIED.**

- e. 2015 Fees & Charges Discussion and Approval of Resolution 10-14-06
  - i. Fees will remain the same as in 2014.

**DUGAN MOTIONED TO APPROVE RESOLUTION 10-14-06 - 2015 FEES AND CHARGES. MILLER SECONDED THE MOTION. SCHELL RECUSED HIMSELF FROM COMMERCIAL MARINA FEES. ALL "AYE'S". THE MOTION CARRIED.**

- f. Additional Appropriation: Discussion
  - i. In order to cover extra expenses incurred in the 2014 fiscal year, the LLCDC is considering an additional appropriation for the 2014 Budget. The Board paid off the dredging loan in April 2014, which included ~\$22,000.00 originally to be paid in 2015. All additional appropriations must be in by December 15, 2014 thus a special board meeting would be required.

**FRIESEL MOTIONED TO ADD A SPECIAL BOARD MEETING ON DECEMBER 3<sup>RD</sup>, 2014 WITH ONE AGENDA ITEM – AN ADDITIONAL APPROPRIATION. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

#### **IV. Search Committee: Update (Eberle)**

- a. Madden will be retiring on March 1<sup>st</sup>, 2015. The committee will be conducting interviews in December with a projected public introduction/announcement of a new District Manager in January. Tentatively the new candidate will be hired in February 2015.

#### **V. 2015 Board Meeting Dates Resolution (10-14-07): Discussion/Approval**

- a. Friesel commented the Board could benefit from a November 2015 meeting.
- b. Eberle commented November is a busy time of year financially and a November meeting would be helpful.

**DUGAN MOTIONED TO APPROVE RESOLUTION 10-14-07 2015 BOARD MEETING DATES WITH THE ADDITION OF A MEETING ON NOVEMBER 18, 2015 AT 6:00 PM AT THE BENTON TOWNSHIP SENIOR CITIZENS BUILDING. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**VI. Dredging Study Group: Update**

- a. Presentation: Rebecca Caldwell, PhD Student, Dept. of Geological Sciences, Indiana University
  - i. Research project on sedimentation patterns creating a delta on the eastern portion of the lake. (proposal attached)

**DUGAN MOTIONED TO APPROVE CALDWELL’S PROPOSAL. EBERLE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- b. Recommendations
  - i. Madden explained LLCDC Staff along with Dr. Ehman, Image Matters, have reviewed ReMetrix’s draft report and have some changes being made to the final report.
  - ii. Staff has been in contact with John Langley, CBU deputy director, about an alternative disposal site on Possom Trot Road and getting permission to give away the material at the current Possom Trot disposal site.
  - iii. Angela Parker, LLCDC Attorney, wrote a report on additional taxing methods available to the LLCDC. It showed our current method of taxing is the less complicated and cost effective approach. The LLCDC could implement a flat tax, however enforcement of payment and setting up the flat tax (attorney fees, appraisals, freeholder compliance) would be costly and timely.
  - iv. The DSG discussed poling all the Freeholders by survey detailing many initiatives (lake drawdown, new revenue streams, additional SRP funding, etc). The DSG recommends to the Board to have LLCDC Staff contact IU (SPEA, Eppley Institute) about preparing a survey for the Lake Lemon Freeholders.
    - 1. Friesel commented the survey needs to be unbiased and with only a few questions and sub questions.

**THRASHER MOTIONED TO HAVE LLCDC STAFF GET PROPOSALS FROM IU (SPEA, EPPLEY INSTITUTE) REGARDING A SURVEY FOR THE LAKE LEMON FREEHOLDERS. FRIESEL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**VII. Manager’s Report**

- a. Approval of 2015 Agreements

- i. 2015 Surplus Parcel Sublease Agreement: Freeholders
- ii. 2015 Commercial Surplus Parcel Agreement: Sands & Sands Propertiers, LLC
- iii. 2015 Land Use Agreement: Ken & Edith Clark
- iv. 2015 Watkins Accounting – Accounting Services Agreement
- v. 2015 Carmin Parker – Legal Services Agreement

1. Parker's fee has been raised from \$150/hour to \$175/hour.

**MILLER MOTIONED TO APPROVE THE 2015 SURPLUS PARCEL SUBLEASE AGREEMENT: FREEHOLDERS; 2015 COMMERCIAL SURPLUS PARCEL AGREEMENT: SANDS & SANDS PROPERTIES LLC; 2015 LAND USE AGREEMENT: KEN & EDITH CLARK; 2015 WATKINS ACCOUNTING – ACCOUNTING SERVICES AGREEMENT; AND 2015 CARMIN PARKER – LEGAL SERVICES AGREEMENT. EBERLE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

b. Dam Inspection: Update

- i. DLZ was out yesterday and performed the inspection on the spillway and dam. A report is expected in 30-45 days.

c. 2015 Board of Directors Election: Update

- i. Kim Mayer, Sub Area III Directorship, is up for a one year term.
- ii. Tina Thrasher, Sub Area VII Directorship, is up for a four year term.

d. Winter Drawdown Discussion

- i. Pros/Cons (see attached)
- ii. Randy Pruden, Freeholder I, stated in all his years on the lake he has not seen a fish kill due to a drawdown.
- iii. Miller commented her sub area would like a drawdown to help clean up their shorelines.
- iv. Eberle commented his sub area would like a drawdown for seawall repairs.
- v. Thrasher commented her sub area understands the need for a drawdown to help clean up around the lake.
- vi. Dugan commented damage and cleanup was a big concern in her sub area.
- vii. Schell commented his sub area was concerned with ice damage without a drawdown.

- viii. Dave Hobson, Freeholder VII, commented a big drawdown makes his area very difficult to clean up.
- ix. Roger Edwards, Freeholder IV, commented the flood damage was significant last year.

**SCHELL MOTIONED TO APPROVE A THREE AND A HALF FOOT DRAWDOWN FOR THE 2014-2015 WINTER SEASON. FRIESEL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**VIII. Public Comment (Schell)**

- a. Daniel Arnold, Freeholder V, asked if he could be annexed into the LLCD.
  - i. Madden explained annexation into the Conservancy is not an easy matter, information will be sent to Arnold for review.
- b. Marty Mann, Freeholder III, commented the sublease agreement needs to be reconstituted. Sublease grounds vary around the lake with some permanent structures that should not have been implemented. The board should reconsider the environmental overlay and other mechanisms for control.
- c. Roger Edwards, Freeholder IV, explained to the Board that Levi, LLCD Dredger, on September 29, 2014 while privately dredging Freeholders docking areas, deliberately stopped the barge and produced a large wake from the push boat, leading to Edwards' boat being pushed ashore. Edwards would like to see the Board reprimand Levi. No damages or injury were sustained.
  - i. Madden explained he is aware of the situation and has spoken with Edwards. Incident reports have been filed in the office by both Levi Warthan (dredger) and Clinton Allender (push boat operator).
  - ii. Ron Thrasher, Freeholder VII, suggested the Board discuss this in executive session after the meeting.

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

- a. Next Board Meeting: December 17, 2014 at the Benton Township Senior Citizens Building: 6:00 PM.

**X. Adjournment (Schell)**

**MILLER MOTIONED TO ADJOURN THE OCTOBER 15, 2014 BOARD OF DIRECTORS MEETING. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 8:18 PM.**

**Respectfully Submitted By:**

**James Van Tassel**

**LLCD BOARD RECORDER**



# *Lake Lemon Conservancy District*

## **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
Benton Township Senior Citizens Building  
October 15, 2014  
6:00 p.m.

### **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (JS)
  - A. Introduction: John Langley, Assistant Director, CBU
- II. Approval of September 17, 2014 Board Meeting Minutes (JS)
- III. Treasurer's Report (LE)
  - A. September Financial Highlights
  - B. September Report of Claims Approval
  - C. Certificate of Deposits: Renewal
  - D. Adoption of 2015 Annual Budget and 2015 Statement of Salaries and Wages: Resolution 10-14-05
  - E. 2015 Fees & Charges Discussion and Approval of Resolution 10-14-06
  - F. Additional Appropriation: Discussion
    - 1. Additional December Special Board Meeting, December 3<sup>rd</sup> 2014?
- IV. Search Committee: Update (LE)
- V. 2015 Board Meeting Dates Resolution (10-14-07): Discussion/Approval (JS)
- VI. Dredging Study Group: Update (TT)
  - A. Presentation: Rebecca Caldwell, PhD Student, Dept. of Geological Sciences, Indiana University
    - 1. Research Project on Sedimentation Patterns Creating a Delta on the Eastern Portion of the Lake. (Proposal Attached)
  - B. Recommendations

- VII. Manager's Report (BM)
- A. Approval of 2015 Agreements
1. 2015 Surplus Parcel Sublease Agreement: Freeholders
  2. 2015 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
  3. 2015 Land Use Agreement: Ken & Edith Clark
  4. 2015 Watkins Accounting – Accounting Services Agreement
  5. 2015 Carmin Parker – Legal Services Agreement
- B. Dam Inspection: Update
- C. 2015 Board of Directors Election: Update
- D. Winter Drawdown Discussion (BM/JVT)
1. Pros/Cons
- VIII. Public Comment (JS)
- IX. New Business / Correspondence for Future Agenda (JS)
- A. Next Board Meeting: December 17, 2014 at the Benton Township Senior Center Building; 6:00 PM.
- X. Adjournment (JS)



# Lake Lemon Conservancy District

## MONTHLY MEETING

Benton Township Senior Citizens Building  
6:00 PM

Date: 10/15/14

Name	Lake Address	District
Todd Fisher	5963 North Shore Dr	
JEFF Anchors		
Ron Thrasher	4602 Channel Rd.	"Lake Person"
ROBERT EDWARDS	9301 GREY AVE	4
Bill Roehling	9381 Denreth Rd	6
SCOTT ADAMSON	4184 WALKER LANE	7
SURAGAIL TALA	8920 Southshore	5
ANDY ANDERSON	8915 SAIL AWAY LANE	5
Bill Young	7620 N. Lakewood	4
Susan Snyder	Salmon Fork ESPILLWAY	2
Ann Wroblewski	6486 Southshore Dr	7
Vince Britt	6486 Southshore Dr	7
Daniel Arnold	8901 E. Southshore Dr	7
DAVE KORY	7647 TUNNEL	1
JOHN MARVEL	9336 OAK LN.	2
JOANNE SWANSON	4405 E. SOUTH SHORE DR.	5
TOM ACHL	4162 Channel Rd	7
Ed Roehling	8563 E. WILDERNESS TRAIL	2
Singer/Beckman	8921 E. SAIL AWAY LANE	5
JEFF WIMMER	4385 Watson Rd	7
Cher Wimmer	4385 Watson Rd	7



# Lake Lemon Conservancy District

## MONTHLY MEETING

Benton Township Senior Citizens Building  
6:00 PM

Date: 10-15-14

Name	Lake Address	District
Kenneth Layne	3923 Salmon Lake Rd	7
Jane Layne	" " "	7
Barb Ritter	7750 Wilwood Dr	2
BARRY WESWIDGE	4186 Channel Rd.	7
Laura Foreman	4123 Watson Rd	7
DAVID LEMON	8770 E South Shore	3
Kathy White	8885 E South Shore Dr	
MIKE BLACKWELL	4071 Salmon Harbor Rd	7
Shane Gibson	Not in LCD -> But 1 mile from lake	
GARY, SHERRY ZEHNER	8760 E South Shore	
Dave Hobson		7
FRANK BETH GREENE	7665 N John Young Rd	1
J Kerner	7661 N John Young Rd 12	1
David Greene	7715 " "	1
Don McCall	7898 LAKEVIEW DR	3
Rob Horgan	8015 N Lakeview	3
Joan Horgan	" "	3
Jane Penick	4161 Chitwood	7
Marty Mann	8001 N Lakeview Dr	3
Log Warzinski	9177 E. South Shore	
RANDY PRUDEN	7667 N. YOUNG RD	1



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

[illegible]

Lake Lemon Conservancy District  
Budget Summary Report

16-Apr-14

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	August Actuals	September Actuals	YTD Actuals	Notes
Revenue	\$6,219	\$12,502	\$13,968	\$25,012	\$56,349	\$194,511	\$33,922	\$10,468	\$7,395	\$360,345	
Income Breakdown											
Watercraft Permits			\$4,550	\$17,423	\$44,307	\$22,404	\$12,422	\$4,804	\$3,608	\$109,518	
Launch Fees			\$1,628	\$5,495	\$4,202	\$3,802	\$2,809	\$1,914	\$1,729	\$21,579	
Marina & Club Fees	\$0	\$0	\$2,000	\$0	\$0	\$460	\$6,788		\$0	\$9,238	
Sublease & Access Fees	\$5,550	\$12,450	\$4,210	\$1,680	\$1,670	\$1,100	\$380	\$250	\$0	\$27,190	
Property Tax - Brown County						\$36,364	\$0	\$0	\$0	\$36,364	
Property Tax - Monroe County						\$103,942	\$0	\$0	\$0	\$103,942	
Interest	\$169	\$52	\$181	\$214	\$0	\$205	\$166	\$0	\$248	\$1,235	
Grants & Donations	\$0	\$0	\$10	\$25	\$320	\$4,090	\$2,748	\$65	\$20	\$7,278	
Fish Tournaments	\$500	\$0	\$75	\$25	\$75	\$0	\$0	\$0	\$25	\$700	
Park/Lake Reservations	\$0	\$0	\$500	\$250	\$2,375	\$0	\$0	\$125	\$775	\$4,025	
Park Admission Fees		\$0			\$3,400	\$11,605	\$8,610	\$3,310	\$990	\$27,915	
Other Income			\$814			\$10,548	\$0	\$0		\$11,362	Dredging/Rip Rap
Expenses & Margin:											
SG&A expenses	\$29,488	\$12,772	\$22,924	\$25,330	\$26,961	\$49,427	\$85,139	\$44,914	\$32,907	\$329,861	
Salaries & Benefits	\$10,793	\$9,807	\$10,256	\$15,941	\$16,942	\$23,635	\$23,471	\$22,995	\$18,741	\$152,582	Gate Attendant, Bob did not take
Supplies	\$976	\$466	\$2,178	\$3,962	\$5,710	\$10,671	\$18,036	\$5,661	\$1,175	\$48,835	Dredging Supplies
Professional Services	\$853	\$450	\$840	\$2,263	\$1,110	\$2,598	\$3,378	\$2,923	\$2,488	\$16,900	Mowing
Communication/Travel	\$236	\$286	\$306	\$236	\$256	\$236	\$236	\$235	\$239	\$2,263	
Printing/Advertising	\$245	\$24	\$11	\$253	\$198	\$156	\$365	\$11	\$0	\$1,263	
Insurance	\$14,914	\$1,166	\$7,985	\$228	\$0	\$7,985	\$0	\$0	\$7,985	\$40,263	
Utility Services	\$450	\$573	\$456	\$567	\$494	\$1,666	\$679	\$761	\$2,090	\$7,737	Port O Let
Repair & Maintenance	\$240	\$0	\$891	\$1,223	\$1,646	\$165	\$3,980	\$94	\$150	\$8,389	Dredging
Other Services	\$0	\$0	\$0		\$605	\$1,274	\$28,496	\$11,896	\$40	\$42,310	Weeds, Water Testing
Machinery & Equipment	\$0	\$0	\$0			\$1,042	\$0	\$0	\$0	\$1,042	Equipment rental
Other Capital Outlays	\$781	\$0	\$0	\$657			\$6,500	\$339	\$0	\$8,277	Fireworks
Pretax operating profit (loss)	(\$23,269)	(\$269)	(\$8,956)	(\$318)	\$29,388	\$145,084	(\$51,217)	(\$34,446)	(\$25,512)	\$30,484	
Operating margin	-374.2%	-2.2%	-64.1%	-1.3%	52.2%	74.6%	-151.0%	-329.1%	-345.0%	8.5%	

Balance Sheet Summary	January	February Actuals	March Actuals	April Actuals	May Actuals	June	July	August	September		
Checking/Savings	\$128,355	\$128,355	\$119,359	\$63,503	\$92,766	\$239,603	\$186,515	\$152,983	\$125,352		
General Fund CDs	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009		
Cumulative Maintenance Fund CDs	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797		
Other Balance Sheet Items:											
Fixed Assets	\$494,943	\$494,943	\$494,943	\$492,027	\$492,527	\$492,527	\$492,771	\$488,788	\$492,771		
Accounts payable	\$1,921	\$2,191	\$2,151	\$3,597	\$3,972	\$5,725	\$5,848	\$6,762	\$4,643		
Long-term liabilities	\$58,023	\$58,023	\$58,023	\$0	\$0	\$0	\$0	\$0	\$0		
Equity	\$851,159	\$850,890	\$841,934	\$843,355	\$869,127	\$1,014,210	\$961,244	\$922,805	\$901,285		

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2014 thru September 30, 2014

**(UNAUDITED)**

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

## LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of September 30, 2014 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

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

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

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

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

Shirley Watkins, CPA  
October 3, 2014

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of September 30, 2014

	<u>Sep 30, 14</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank	123,611.00
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	71,796.67
1050 · Savings Account	1,440.51
<b>Total Checking/Savings</b>	<u>413,157.03</u>
<b>Total Current Assets</b>	413,157.03
<b>Fixed Assets</b>	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
<b>Total Fixed Assets</b>	<u>492,771.35</u>
<b>TOTAL ASSETS</b>	<u><b>905,928.38</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	3,958.56
2020 · State & Co. Withholding Payable	684.46
<b>Total Other Current Liabilities</b>	<u>4,643.02</u>
<b>Total Current Liabilities</b>	<u>4,643.02</u>
<b>Total Liabilities</b>	4,643.02
<b>Equity</b>	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	165,896.75
Net Income	32,482.65
<b>Total Equity</b>	<u>901,285.36</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>905,928.38</b></u>

3:59 PM

10/03/14

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through September 2014

	Jan - Sep 14	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Watercraft Permits	110,411.00	102,000.00	8,411.00	108.2%
4010 · Launch Fees	21,266.00	16,000.00	5,266.00	132.9%
4020 · Marina & Club Fees	9,237.50	8,000.00	1,237.50	115.5%
4030 · Sublease & Access Fees	27,190.00	26,000.00	1,190.00	104.6%
4040 · Property Tax - Brown Co.	36,364.18	65,000.00	-28,635.82	55.9%
4050 · Property Tax -Monroe Co.	103,942.31	185,000.00	-81,057.69	56.2%
4060 · Interest	1,234.70	2,500.00	-1,265.30	49.4%
4070 · Grants & Donations	7,272.69	6,000.00	1,272.69	121.2%
4080 · Fishing Tournament	700.00	800.00	-100.00	87.5%
4090 · Park Reservations	4,025.00	4,500.00	-475.00	89.4%
4100 · Park Admisiion Fees	27,340.00	27,000.00	340.00	101.3%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	813.75	0.00	813.75	100.0%
4130 · Dredging/Rip-Rap Income	10,547.92	20,000.00	-9,452.08	52.7%
<b>Total Income</b>	<b>360,345.05</b>	<b>462,800.00</b>	<b>-102,454.95</b>	<b>77.9%</b>
<b>Expense</b>				
6000 · Manager	41,243.22	54,991.00	-13,747.78	75.0%
6010 · FICA	9,016.44	11,681.00	-2,664.56	77.2%
6020 · State Unemployment Tax	534.77	314.00	220.77	170.3%
6030 · Retirement	5,828.99	7,809.00	-1,980.01	74.6%
6040 · Health Insurance	18,078.98	21,000.00	-2,921.02	86.1%
6050 · Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 · Gate Attendant	14,806.52	15,000.00	-193.48	98.7%
6080 · Seasonal Labor	0.00	0.00	0.00	0.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	4,191.00	4,800.00	-609.00	87.3%
6110 · Lake Biologist	20,223.64	21,700.00	-1,476.36	93.2%
6111 · Dredger	12,114.00	21,600.00	-9,486.00	56.1%
6112 · Dredger (Other)	13,329.00	13,500.00	-171.00	98.7%
6113 · Assistant Dredger	5,722.50	10,500.00	-4,777.50	54.5%
6114 · Assistant Dredger (Other)	4,589.38	5,250.00	-660.62	87.4%
6115 · Dredger (Private)	1,134.00	3,600.00	-2,466.00	31.5%
6116 · Assistant Dredger (Private)	507.50	1,750.00	-1,242.50	29.0%
6120 · Season & Launch Permits	1,289.56	1,200.00	89.56	107.5%
6130 · Daily Permits	0.00	300.00	-300.00	0.0%
6140 · Receipt/Tickets Books	636.99	400.00	236.99	159.2%
6150 · Checks	218.34	200.00	18.34	109.2%
6160 · Printer, Copier & Computer Supp	621.20	500.00	121.20	124.2%
6170 · Miscellaneous-Other	791.36	1,300.00	-508.64	60.9%
6180 · Postage	485.89	1,300.00	-814.11	37.4%
6190 · General Business Supplies	388.50	500.00	-111.50	77.7%
6200 · Regular Gas	3,068.78	5,000.00	-1,931.22	61.4%
6210 · Diesel	8,091.80	14,000.00	-5,908.20	57.8%
6240 · Building & Grounds	5,006.27	3,500.00	1,506.27	143.0%
6250 · Boat/Weed Harvester/Truck	1,168.13	2,000.00	-831.87	58.4%



3:59 PM

10/03/14

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through September 2014

	Jan - Sep 14	Budget	\$ Over Budget	% of Budget
6251 · Dredging Supplies	14,647.70	9,000.00	5,647.70	162.8%
6252 · Rip Rap/Erosion Control	9,201.14	8,000.00	1,201.14	115.0%
6270 · Boat Equipment	0.00	300.00	-300.00	0.0%
6290 · Signs & Nautical Markers	3,216.00	2,500.00	716.00	128.6%
6300 · Accounting Services	4,050.00	5,400.00	-1,350.00	75.0%
6310 · Grass	9,067.50	10,875.00	-1,807.50	83.4%
6320 · Attorney	3,064.52	6,000.00	-2,935.48	51.1%
6330 · Consulting Engineer	0.00	15,000.00	-15,000.00	0.0%
6350 · Other Prof/Secretarial Service	717.99	500.00	217.99	143.6%
6370 · Phone, LDT, Pager, E-Mail	2,123.19	2,900.00	-776.81	73.2%
6380 · Travel	90.00			
6410 · Subscriptions	205.70	300.00	-94.30	68.6%
6430 · Ads	76.24	300.00	-223.76	25.4%
6440 · Other	1,030.85	1,300.00	-269.15	79.3%
6450 · Insurance	40,262.75	48,000.00	-7,737.25	83.9%
6460 · Electric	3,689.55	4,500.00	-810.45	82.0%
6470 · Water	460.63	600.00	-139.37	76.8%
6480 · Trash	950.51	1,100.00	-149.49	86.4%
6490 · Port-O-Lets	2,340.00	2,200.00	140.00	106.4%
6500 · Pump Holding Tank	300.00	500.00	-200.00	60.0%
6510 · Building & Grounds Expense	2,185.00	4,000.00	-1,815.00	54.6%
6520 · Boat	1,392.25	1,500.00	-107.75	92.8%
6530 · Truck	254.50	1,000.00	-745.50	25.5%
6541 · Dredging Equipment Maintenance	4,557.24	7,000.00	-2,442.76	65.1%
6542 · Equipment Rental	1,042.02	2,000.00	-957.98	52.1%
6560 · Water Testing	140.00	4,300.00	-4,160.00	3.3%
6570 · Lake Weed Treatment	38,311.50	50,000.00	-11,688.50	76.6%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	2,185.74	2,300.00	-114.26	95.0%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 · Dam/Spillway Inspection	0.00	4,650.00	-4,650.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	67,702.88	46,000.00	21,702.88	147.2%
6670 · Debt Service (Dredging Equip.)	1,438.12			
6680 · Other Services and Charges	12.00	3,000.00	-2,988.00	0.4%
6681 · Fireworks	6,500.00	7,000.00	-500.00	92.9%
6700 · Computer Equipment	499.99			
6720 · Utility Vehicle	3,993.11			
<b>Total Expense</b>	<b>400,058.38</b>	<b>501,983.00</b>	<b>-101,924.62</b>	<b>79.7%</b>
<b>Net Income</b>	<b>-39,713.33</b>	<b>-39,183.00</b>	<b>-530.33</b>	<b>101.4%</b>

3:39 PM

10/03/14

Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

### September 2014

	Sep 14	Jan - Sep 14
<b>Income</b>		
4000 · Watercraft Permits	3,608.00	110,411.00
4010 · Launch Fees	1,729.00	21,266.00
4020 · Marina & Club Fees	0.00	9,237.50
4030 · Sublease & Access Fees	0.00	27,190.00
4040 · Property Tax - Brown Co.	0.00	36,364.18
4050 · Property Tax -Monroe Co.	0.00	103,942.31
4060 · Interest	247.87	1,234.70
4070 · Grants & Donations	20.00	7,272.69
4080 · Fishing Tournament	25.00	700.00
4090 · Park Reservations	775.00	4,025.00
4100 · Park Admisioin Fees	990.00	27,340.00
4120 · Other Income	0.00	813.75
4130 · Dredging/Rip-Rap Income	0.00	10,547.92
<b>Total Income</b>	<b>7,394.87</b>	<b>360,345.05</b>
<b>Expense</b>		
6000 · Manager	4,582.58	41,243.22
6010 · FICA	1,159.28	9,016.44
6020 · State Unemployment Tax	0.00	534.77
6030 · Retirement	325.36	5,828.99
6040 · Health Insurance	2,102.28	18,078.98
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	1,780.00	14,806.52
6100 · Lake Patrol	135.00	4,191.00
6110 · Lake Biologist	3,100.00	20,223.64
6111 · Dredger	3,780.00	12,114.00
6112 · Dredger (Other)	0.00	13,329.00
6113 · Assistant Dredger	1,776.25	5,722.50
6114 · Assistant Dredger (Other)	0.00	4,589.38
6115 · Dredger (Private)	0.00	1,134.00
6116 · Assistant Dredger (Private)	0.00	507.50
6120 · Season & Launch Permits	0.00	1,289.56
6140 · Receipt/Tickets Books	289.94	636.99
6150 · Checks	0.00	218.34
6160 · Printer, Copier & Computer Supp	0.00	621.20
6170 · Miscellaneous-Other	48.42	791.36
6180 · Postage	2.72	485.89
6190 · General Business Supplies	0.00	388.50
6200 · Regular Gas	0.00	3,068.78
6210 · Diesel	0.00	8,091.80
6240 · Building & Grounds	246.22	5,006.27
6250 · Boat/Weed Harvester/Truck	0.00	1,168.13
6251 · Dredging Supplies	0.00	14,647.70
6252 · Rip Rap/Erosion Control	0.00	9,201.14
6290 · Signs & Nautical Markers	585.00	3,216.00
6300 · Accounting Services	450.00	4,050.00
6310 · Grass	1,812.50	9,067.50
6320 · Attorney	225.00	3,064.52
6350 · Other Prof/Secretarial Service	0.00	717.99
6370 · Phone, LDT, Pager, E-Mail	238.51	2,123.19
6380 · Travel	0.00	90.00
6410 · Subscriptions	0.00	205.70
6430 · Ads	0.00	76.24
6440 · Other	0.00	1,030.85
6450 · Insurance	7,985.00	40,262.75
6460 · Electric	429.95	3,689.55
6470 · Water	42.14	460.63
6480 · Trash	153.07	950.51
6490 · Port-O-Lets	1,368.00	2,340.00
6500 · Pump Holding Tank	100.00	300.00
6510 · Building & Grounds Expense	150.00	2,185.00
6520 · Boat	0.00	1,392.25
6530 · Truck	0.00	254.50
6541 · Dredging Equipment Maintenance	0.00	4,557.24
6542 · Equipment Rental	0.00	1,042.02

3:39 PM

10/03/14

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**September 2014**

	<u>Sep 14</u>	<u>Jan - Sep 14</u>
6560 · Water Testing	40.00	140.00
6570 · Lake Weed Treatment	0.00	38,311.50
6600 · 6% MarinaPermit Sales	0.00	2,185.74
6662 · Debt Service-Dredging Loan	0.00	0.00
6670 · Debt Service (Dredging Equip.)	0.00	1,438.12
6680 · Other Services and Charges	0.00	12.00
6681 · Fireworks	0.00	6,500.00
6700 · Computer Equipment	0.00	0.00
6720 · Utility Vehicle	0.00	0.00
Total Expense	<u>32,907.22</u>	<u>327,862.40</u>
Net Income	<u><u>-25,512.35</u></u>	<u><u>32,482.65</u></u>



# Lake Lemon Conservancy District

Date September 30, 2014

## ALLOWANCE OF VOUCHERS

Lance Eberle  
Treasurer

### (Report of Claims)

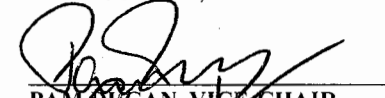
(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$27,938.84

Dated this 15<sup>th</sup> Day of October 2014

### Signature of Governing Board



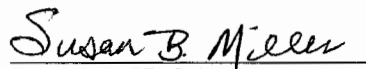
JOHN SCHELL, CHAIRMAN



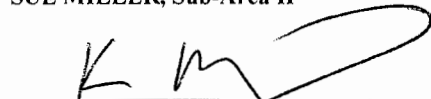
PAM DUGAN, VICE-CHAIR



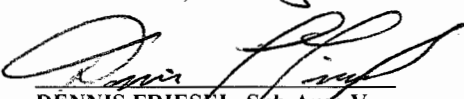
LANCE EBERLE, TREASURER



SUE MILLER, Sub-Area II



KIM MAYER, Sub-Area III



DENNIS FRIESEL, Sub-Area V



TINA THRASHER, Sub-Area VII

4:09 PM

10/03/14

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 September 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3035	9/2/2014	JIM ISON		1000 · Peoples Sta...		-200.00
				6240 · Building & G...		-50.00	50.00
				6510 · Building & G...		-150.00	150.00
TOTAL						-200.00	200.00
Check	3036	9/25/2014	BOB MADDEN		1000 · Peoples Sta...		-51.14
				6170 · Miscellaneou...		-48.42	48.42
				6180 · Postage		-2.72	2.72
TOTAL						-51.14	51.14
Check	3196	9/1/2014	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	3197	9/1/2014	N. ANDERSON EX...		1000 · Peoples Sta...		-1,812.50
				6310 · Grass		-1,812.50	1,812.50
TOTAL						-1,812.50	1,812.50
Check	3198	9/9/2014	REPUBLIC SERVI...		1000 · Peoples Sta...		-153.07
				6480 · Trash		-153.07	153.07
TOTAL						-153.07	153.07
Check	3199	9/9/2014	CARMIN PARKER ...		1000 · Peoples Sta...		-225.00
				6320 · Attorney		-225.00	225.00
TOTAL						-225.00	225.00
Check	3200	9/9/2014	CITY OF BLOOMIN...		1000 · Peoples Sta...		-40.00
				6560 · Water Testing		-40.00	40.00
TOTAL						-40.00	40.00
Check	3208	9/16/2014	TODD'S SEPTIC S...		1000 · Peoples Sta...		-100.00
				6500 · Pump Holdin...		-100.00	100.00

4:09 PM

10/03/14

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**September 2014**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-100.00	100.00
Check	3209	9/16/2014	BOYCE FORMS S...		1000 · Peoples Sta...		-289.94
				6140 · Receipt/Tick...		-289.94	289.94
TOTAL						-289.94	289.94
Check	3210	9/16/2014	FLEX PAC, INC.		1000 · Peoples Sta...		-196.22
				6240 · Building & G...		-196.22	196.22
TOTAL						-196.22	196.22
Check	3211	9/16/2014	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
				6300 · Accounting ...		-450.00	450.00
TOTAL						-450.00	450.00
Check	3212	9/16/2014	ANTHEM BLUE CR...		1000 · Peoples Sta...		-2,102.28
				6040 · Health Insur...		-2,102.28	2,102.28
TOTAL						-2,102.28	2,102.28
Check	3213	9/23/2014	VERIZON WIRELE...		1000 · Peoples Sta...		-32.79
				6370 · Phone, LDT,...		-32.79	32.79
TOTAL						-32.79	32.79
Check	3214	9/23/2014	SCI REMC		1000 · Peoples Sta...		-429.95
				6460 · Electric		-57.00	57.00
				6460 · Electric		-29.95	29.95
				6460 · Electric		-343.00	343.00
TOTAL						-429.95	429.95
Check	3215	9/23/2014	COMCAST CABLE		1000 · Peoples Sta...		-205.72
				6370 · Phone, LDT,...		-205.72	205.72
TOTAL						-205.72	205.72
Check	3216	9/23/2014	MONROE TUFF-JON		1000 · Peoples Sta...		-1,368.00

4:09 PM

10/03/14

LAKE LEMON CONSERVANCY  
Check Detail  
September 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6490 · Port-O-Lets	-760.00	760.00
					6490 · Port-O-Lets	-608.00	608.00
TOTAL						-1,368.00	1,368.00
Check	3217	9/25/2014	ROLYAN BUOYS		1000 · Peoples Sta...		-585.00
					6290 · Signs & Nau...	-585.00	585.00
TOTAL						-585.00	585.00
Check	3218	9/25/2014	FIRST INSURANC...		1000 · Peoples Sta...		-7,985.00
					6450 · Insurance	-7,985.00	7,985.00
TOTAL						-7,985.00	7,985.00

*Total*16,268.75

4:22 PM

10/03/14

# LAKE LEMON CONSERVANCY

## Payroll Summary

### September 2014

	Allender, Clinton L			Hopkins, Joseph S			MADDEN, ROB...			Nguyen, Christopher X			Reichard, Miles A		
	Hours	Rate	Sep 14	Hours	Rate	Sep 14	Hours	Rate	Sep 14	Hours	Rate	Sep 14	Hours	Rate	Sep 14
<b>Employee Wages, Taxes and Adjustments</b>															
Gross Pay															
Salary			0.00			0.00	4,582.58		0.00			0.00			0.00
Reg. Pay-6070			0.00	87.25	10.00	872.50	0.00	90.75	10.00	907.50		0.00			0.00
Reg. Pay-6100			0.00			0.00	0.00			0.00	11.25	12.00	135.00		
Reg. Pay-6110			0.00			0.00	0.00			0.00			0.00		
Reg. Pay-6111			0.00			0.00	0.00			0.00			0.00		
Reg. Pay-6112			0.00			0.00	0.00			0.00			0.00		
Reg. Pay-6113	101.5	17.50	1,776.25			0.00	0.00			0.00			0.00		
Reg. Pay-6114		17.50	0.00			0.00	0.00			0.00			0.00		
Reg. Pay-6115			0.00			0.00	0.00			0.00			0.00		
Reg. Pay-6116		17.50	0.00			0.00	0.00			0.00			0.00		
<b>Total Gross Pay</b>	<b>101.5</b>		<b>1,776.25</b>	<b>87.25</b>		<b>872.50</b>	<b>4,582.58</b>	<b>90.75</b>		<b>907.50</b>	<b>11.25</b>		<b>135.00</b>		
Deductions from Gross Pay															
Insurance			0.00			0.00	0.00			0.00			0.00		
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>	<b>0.00</b>			<b>0.00</b>			<b>0.00</b>		
<b>Adjusted Gross Pay</b>	<b>101.5</b>		<b>1,776.25</b>	<b>87.25</b>		<b>872.50</b>	<b>4,582.58</b>	<b>90.75</b>		<b>907.50</b>	<b>11.25</b>		<b>135.00</b>		
Taxes Withheld															
Federal Withholding			-200.00			-35.00	-506.00			-72.00			-4.00		
Medicare Employee			-25.75			-12.65	-66.45			-13.16			-1.96		
Social Security Employee			-110.13			-54.10	-284.12			-56.27			-8.37		
IN - Withholding			-60.39			-29.67	-155.80			-30.86			-4.59		
Hamilton Co			0.00			0.00	0.00			0.00			0.00		
Law. Co.			-31.08			0.00	0.00			0.00			0.00		
Monroe Co.			0.00			-9.10	-47.66			-9.47			0.00		
Tippecanoe			0.00			0.00	0.00			0.00			-1.49		
<b>Total Taxes Withheld</b>			<b>-427.35</b>			<b>-140.52</b>	<b>-1,060.03</b>			<b>-181.76</b>			<b>-20.41</b>		
<b>Net Pay</b>	<b>101.5</b>		<b>1,348.90</b>	<b>87.25</b>		<b>731.98</b>	<b>3,522.55</b>	<b>90.75</b>		<b>725.74</b>	<b>11.25</b>		<b>114.59</b>		
Employer Taxes and Contributions															
Federal Unemployment			0.00			5.24	0.00			5.45			0.81		
Medicare Company			25.75			12.65	66.45			13.16			1.96		
Social Security Company			110.13			54.10	284.12			56.27			8.37		
IN - Unemployment Company			5.65			10.79	0.00			11.22			1.67		
<b>Total Employer Taxes and Contributions</b>			<b>141.53</b>			<b>82.78</b>	<b>350.57</b>			<b>86.10</b>			<b>12.81</b>		



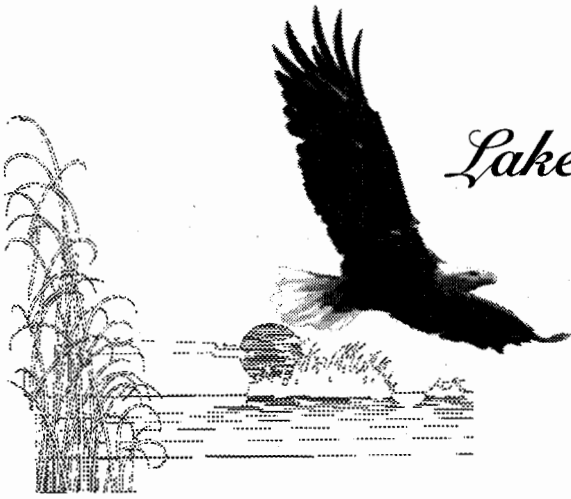
4:22 PM  
10/03/14

# LAKE LEMON CONSERVANCY

## Payroll Summary

September 2014

	VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Hours	Rate	Sep 14	Hours	Rate	Sep 14	Hours	Rate	Sep 14
Employee Wages, Taxes and Adjustments									
Gross Pay									
Salary			0.00			0.00			4,582.58
Reg. Pay-6070			0.00			0.00	178.00		1,780.00
Reg. Pay-6100			0.00			0.00	11.25		135.00
Reg. Pay-6110	200	15.50	3,100.00			0.00	200.00		3,100.00
Reg. Pay-6111			0.00	105	36.00	3,780.00	105.00		3,780.00
Reg. Pay-6112			0.00		36.00	0.00			0.00
Reg. Pay-6113		17.00	0.00			0.00	101.50		1,776.25
Reg. Pay-6114			0.00			0.00			0.00
Reg. Pay-6115			0.00		36.00	0.00			0.00
Reg. Pay-6116			0.00			0.00			0.00
Total Gross Pay	200		3,100.00	105		3,780.00	595.75		15,153.83
Deductions from Gross Pay									
Insurance			0.00			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00			0.00
Adjusted Gross Pay	200		3,100.00	105		3,780.00	595.75		15,153.83
Taxes Withheld									
Federal Withholding			-301.00			-522.00			-1,640.00
Medicare Employee			-44.95			-54.81			-219.73
Social Security Employee			-192.20			-234.36			-939.55
IN - Withholding			-105.40			-128.52			-515.23
Hamilton Co			-31.00			0.00			-31.00
Law. Co.			0.00			0.00			-31.08
Monroe Co.			0.00			-39.43			-105.66
Tippecanoe			0.00			0.00			-1.49
Total Taxes Withheld			-674.55			-979.12			-3,483.74
Net Pay	200		2,425.45	105		2,800.88	595.75		11,670.09
Employer Taxes and Contributions									
Federal Unemployment			0.00			0.00			11.50
Medicare Company			44.95			54.81			219.73
Social Security Company			192.20			234.36			939.55
IN - Unemployment Company			0.00			0.00			29.33
Total Employer Taxes and Contributions			237.15			289.17			1,200.11



## *Lake Lemon Conservancy District*

October 15, 2014

### **Renewal Advice for Certificates of Deposit**

<b>Certificate #</b>	<b>Amount</b>	<b>Term</b>	<b>Renewal Date</b>	<b>Fund</b>
371027557*	\$81,008.85	?	10/06/14	General Fund
371027565*	\$35,000.00	?	10/22/14	General Fund

\*Quarterly Interest Deposited into Checking Account

#### **Interest Rates**

Term	Rate (%)
91 Days	0.35
182 Days	0.40
12 Months	0.50
18 Months	0.55
24 Months	0.65



# THE PEOPLES STATE BANK

P.O. BOX 128  
ELLETTSVILLE, INDIANA 47429  
(812) 876-2228

LAKE LEMON CONSERVANCY DIST  
GENERAL FUND  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 09/22/14

PAGE 1

=====

12 MONTH CERTIFICATE 371027557

=====

ORIGINAL ISSUE DATE:	10/06/13	INTEREST RATE:	.5000 %
ORIGINAL ISSUE VALUE:	81,008.85	MATURITY DATE:	10/06/14
		TERM:	12 MONTHS

\*\*\*\*\*  
\* A P P R O A C H I N G   R E N E W A L   A D V I C E \*  
\*\*\*\*\*

YOUR CERTIFICATE WILL MATURE ON 10/06/14. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO CHECKING ACCOUNT 623636, AND THE CURRENT BALANCE OF YOUR 12 MONTH CERTIFICATE IS 81,008.85. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 10/06/15.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 10/06/14. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.





# THE PEOPLES STATE BANK

P.O. BOX 128  
ELLETTSVILLE, INDIANA 47429  
(812) 876-2228

LAKE LEMON CONSERVANCY DIST  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 10/08/14

PAGE 1

=====

12 MONTH CERTIFICATE 371027565

=====

ORIGINAL ISSUE DATE:	10/22/13	INTEREST RATE:	.5000 %
ORIGINAL ISSUE VALUE:	35,000.00	MATURITY DATE:	10/22/14
		TERM:	12 MONTHS

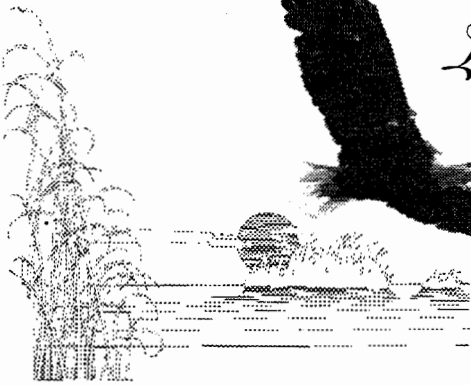
\*\*\*\*\*  
\* A P P R O A C H I N G R E N E W A L A D V I C E \*  
\*\*\*\*\*

YOUR CERTIFICATE WILL MATURE ON 10/22/14. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO CHECKING ACCOUNT 623636, AND THE CURRENT BALANCE OF YOUR 12 MONTH CERTIFICATE IS 35,000.00. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 10/22/15.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 10/22/14. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.



## *Lake Lemon Conservancy District*

### **RESOLUTION 10-14-05 FOR 2015 ANNUAL BUDGET AND 2015 STATEMENT OF SALARIES AND WAGES**

**WHEREAS**, it has been determined that it is now necessary to approve the 2015 Annual Budget and 2015 Statement of Salaries and Wages;

**NOW THEREFORE:**

Be it resolved by the Board of Directors of the Lake Lemon Conservancy District, Monroe/Brown Counties, Indiana, that for expenses of the taxing unit in 2015, the Board approves a \$691,753.00 annual operating budget for fiscal year 2015.

Additionally, the Board also approves the 2015 Statement of Salaries and Wages to Be Paid Officers and Employees.

**PRESENTED** to the Board of Directors of LLCD and adopted this 15<sup>th</sup> day of October 2014.

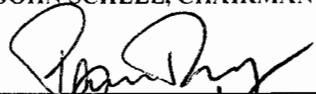
ADOPTED BY THE FOLLOWING VOTE:

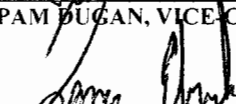
AYE

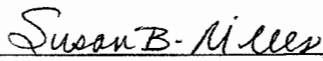
NAY

ABSTAIN

  
JOHN SCHELL, CHAIRMAN

  
PAM DUGAN, VICE CHAIR

  
LANCE EBERLE, TREASURER


  
SUE MILLER, Sub-Area H

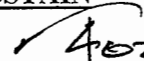
  
KIM MAYER, Sub-Area III

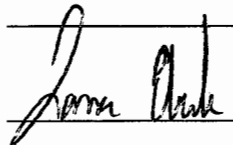
  
DENNIS FRIESEL, Sub-Area V

  
TINA THRASHER, Sub-Area VII

ATTEST:

  
LLCD Board Secretary

  
4020/6600

  
# 6450

## ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATE

Ordinance Number: 10-14-05

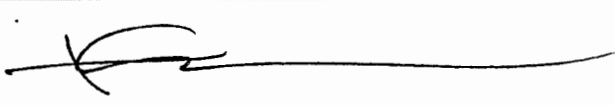

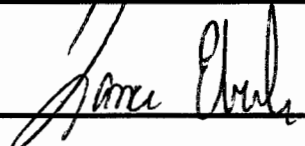




Be it ordained/resolved by the **Lake Lemon Conservancy District** that for the expenses of **LAKE LEMON CONSERVANCY DISTRICT** for the year ending December 31, **2015** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **LAKE LEMON CONSERVANCY DISTRICT**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Lake Lemon Conservancy District**.

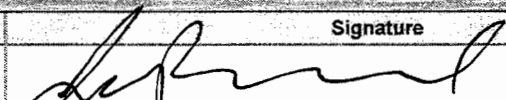
Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Lake Lemon Conservancy District	Conservancy District	10/15/2014

### DLGF-Reviewed Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$691,753	\$250,000	0.2181
		<b>\$691,753</b>	<b>\$250,000</b>	<b>0.2181</b>

Name		Signature
John Schell	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Pam Dugan	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Lance Eberle	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Sue Miller	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kim Mayer	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dennis Friesel	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Tina Thrasher	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

### ATTEST

Name	Title	Signature
James Van Tassel	LLCD Board Recorder	





**CERTIFICATE OF COUNTY AUDITOR**

I hereby certify that on the 15th day of October, year 2014, the  
County Council adopted an ordinance which included the fixing of salaries and wages of the officers and employees listed  
on the opposite side hereof in the amounts recommended, except:

Board of Directors      a Resolution

Date October 15, 2014

  
\_\_\_\_\_  
County Auditor  
Board Treasurer

## 2015 Budget

### REVENUES

Account #	Description	2015 Budget	2014 Budgeted	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
4000	Watercraft Permits	105,000.00	102,000.00	102,000.00	115,133.00	100,000.00	110,977.00
4010	Launch Fees	18,000.00	16,000.00	16,000.00	21,259.00	15,000.00	20,294.00
4020	Marina & Club Fees	8,000.00	8,000.00	8,000.00	9,725.00	8,000.00	10,506.50
4030	Sublease Fees	26,000.00	26,000.00	26,000.00	26,650.00	26,000.00	26,565.00
4040	Property Tax - BC	65,000.00	65,000.00	60,000.00	65,586.25	60,000.00	68,880.98
4050	Property Tax - MC	185,000.00	185,000.00	190,000.00	191,702.24	190,000.00	200,489.27
4060	Interest	1,500.00	2,500.00	2,500.00	1,553.15	2,000.00	2,492.65
4070	Grants & Donations	5,000.00	6,000.00	6,000.00	7,322.28	6,000.00	5,896.63
4080	Fish Tournaments Application Fees	700.00	800.00	800.00	725.00	700.00	1,025.00
4090	Park/Lake Reservations	4,000.00	4,500.00	4,500.00	5,775.00	4,500.00	5,400.00
4100	Park Admission Fees	27,000.00	27,000.00	27,500.00	26,655.00	24,000.00	29,315.00
4110	Concessions	0.00	0.00	0.00	0.00	0.00	0.00
4120	Other	0.00	0.00	0.00	5,640.09	0.00	16.15
4130	Dredging/Rip-Rap Income	10,000.00	20,000.00	10,000.00	8,215.05	10,000.00	0.00
4140	Dredging Equipment Loan Proceeds	200,000.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>655,200.00</b>	<b>462,800.00</b>	<b>453,300.00</b>	<b>485,941.06</b>	<b>446,200.00</b>	<b>481,858.18</b>

**2015 Budget**

**WAGES**

Account #		2015 Budget	2014 Budgeted	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
<b>Salaries &amp; Benefits</b>							
6000	Manager	55,000.00	54,991.00	54,991.00	54,991.00	53,913.00	53,913.00
6010	FICA (7.65%--all staff)	12,641.00	11,681.00	10,564.00	10,870.23	10,753.00	10,814.73
6020	SUTA (1.236% to 9.5K--all staff)	789.00	314.00	332.00	764.49	360.00	349.05
6030	PERF (14.2%)	7,810.00	7,809.00	7,149.00	8,940.13	8,200.00	8,086.30
6040	Health Insurance	12,000.00	21,000.00	18,700.00	19,715.26	16,200.00	16,931.08
6050	Life Insurance	0.00	1,263.00	1,263.00	1,263.00	1,265.00	1,263.00
	<b>TOTAL</b>	<b>88,240.00</b>	<b>97,058.00</b>	<b>92,999.00</b>	<b>96,544.11</b>	<b>90,691.00</b>	<b>91,357.16</b>
<b>Hourly &amp; Seasonal</b>							
6070	Gate / Park Attendants (2000 hrs @ \$10.50/hr)	21,000.00	15,000.00	14,250.00	15,680.40	15,000.00	14,101.75
6100	Lake Patrol (400 hrs @ \$12.00/hr)	4,800.00	4,800.00	4,800.00	3,558.00	4,800.00	2,652.00
6110	Lake Biologist (1600 hrs @ \$17.00/hr)	27,200.00	21,700.00	14,000.00	20,874.00	24,000.00	20,647.50
6111	Dredger (LLCD Dredging) (600 hrs @ \$36.50/hr)	21,900.00	21,600.00	21,000.00	20,720.00	20,400.00	20,349.00
6112	Dredger (Other) (375 hrs @ \$36.50/hr)	13,688.00	13,500.00	10,500.00	14,017.50	5,100.00	13,319.50
6113	AssistantDredger (LLCD Dredging) (600 hrs @ \$18.00/hr)	10,800.00	10,500.00	10,500.00	8,408.75	10,200.00	8,848.50
6114	AssistantDredger (Other) (300 hrs @ \$18.00/hr)	5,400.00	5,250.00	5,250.00	3,845.63	2,550.00	4,454.00
6115	Dredger (Private) (100 hrs @ \$36.50/hr)	3,650.00	3,600.00	n/a	n/a	n/a	n/a
6116	AssistantDredger (Private) (100 hrs @ \$18.00/hr)	1,800.00	1,750.00	n/a	n/a	n/a	n/a
	<b>TOTAL</b>	<b>110,238.00</b>	<b>97,700.00</b>	<b>80,300.00</b>	<b>87,104.28</b>	<b>82,050.00</b>	<b>84,372.25</b>
	<b>GRAND TOTAL WAGES</b>	<b>198,478.00</b>	<b>194,758.00</b>	<b>173,299.00</b>	<b>183,648.39</b>	<b>172,741.00</b>	<b>175,729.41</b>

## 2015 Budget

### SUPPLIES

Account #	Description	2015 Budget	2014 Budgeted	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
<b>Office Supplies</b>							
6120	Season & Launch Permits	1,200.00	1,200.00	1,000.00	1,486.05	1,000.00	971.98
6130	Daily Permits	300.00	300.00	250.00	397.52	200.00	199.82
6140	Receipt/Ticket Books	400.00	400.00	400.00	289.26	400.00	548.82
6150	Checks	200.00	200.00	200.00		300.00	261.04
6160	Printer, Copier, Computer	800.00	500.00	500.00	540.13	500.00	332.09
6170	Miscellaneous/Other	1,300.00	1,300.00	1,350.00	1,223.87	800.00	1390.60
6180	Postage	1,000.00	1,300.00	1,300.00	867.56	1,300.00	1,166.24
6190	General Business Supplies	500.00	500.00	500.00	440.82	500.00	928.04
	<b>TOTAL</b>	<b>5,700.00</b>	<b>5,700.00</b>	<b>5,500.00</b>	<b>5,245.21</b>	<b>5,000.00</b>	<b>5,798.63</b>
<b>Operating Supplies</b>							
6200	Regular Gas	7,000.00	5,000.00	4,000.00	3,374.25	4,000.00	5,006.24
6210	Diesel, Oil, Grease	12,000.00	14,000.00	12,500.00	12,357.25	10,000.00	17,420.59
6220	Janitorial	0.00	0.00	0.00	0.00	0.00	0.00
6230	Medical	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>19,000.00</b>	<b>19,000.00</b>	<b>16,500.00</b>	<b>15,731.50</b>	<b>14,000.00</b>	<b>22,426.83</b>
<b>Repair &amp; Maintenance Supplies</b>							
6240	Building & Grounds	8,500.00	3,500.00	3,500.00	3,983.22	3,000.00	3,996.17
6250	Boats, Trucks	1,500.00	2,000.00	2,000.00	1,537.77	2,000.00	1,774.07
6251	Dredging Supplies	19,000.00	9,000.00	8,000.00	6,373.86	4,000.00	9,233.88
6252	Rip Rap/ Erosion Control	8,000.00	8,000.00	10,000.00	7,494.87	10,000.00	2,005.39
	<b>TOTAL</b>	<b>37,000.00</b>	<b>22,500.00</b>	<b>23,500.00</b>	<b>19,389.72</b>	<b>19,000.00</b>	<b>17,009.51</b>
<b>Other Supplies</b>							
6260	Uniforms	0.00	0.00	0.00	0.00	200.00	0.00
6270	Boat Equipment	0.00	300.00	0.00	0.00	0.00	0.00
6280	Radios	0.00	0.00	0.00	0.00	1,000.00	557.50
6290	Signs/Nautical Markers	2,000.00	2,500.00	2,000.00	2,796.00	2,000.00	2,216.00
	<b>TOTAL</b>	<b>2,000.00</b>	<b>2,800.00</b>	<b>2,000.00</b>	<b>2,796.00</b>	<b>3,200.00</b>	<b>2,773.50</b>
	<b>GRAND TOTAL SUPPLIES</b>	<b>63,700.00</b>	<b>50,000.00</b>	<b>47,500.00</b>	<b>43,162.43</b>	<b>41,200.00</b>	<b>48,008.47</b>

**2015 Budget**

**SERVICES & CHARGES**

Account #	Description	2015 Budget	2014 Budgeted	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
<b>Professional Services</b>							
6300	Accounting Services	5,400.00	5,400.00	5,400.00	5,476.49	5,400.00	5,400.00
6310	Grass Mowing	10,875.00	10,875.00	10,875.00	10,875.00	10,875.00	10,875.00
6320	Attorney	4,000.00	6,000.00	6,000.00	3,156.11	6,000.00	2,465.24
6325	Fish Management Survey	0.00	0.00	0.00	0.00	0.00	0.00
6330	Consulting Engineers	10,000.00	15,000.00	4,000.00	0.00	4,000.00	560.00
6350	Other Professional/Secretarial Services	500.00	500.00	500.00	344.50	500.00	1,045.00
	<b>TOTAL</b>	<b>30,775.00</b>	<b>37,775.00</b>	<b>26,775.00</b>	<b>19,852.10</b>	<b>26,775.00</b>	<b>20,345.24</b>
<b>Communication/Transportation</b>							
6370	Phone, LDT, Email, etc.	2,900.00	2,900.00	3,400.00	2,802.30	3,400.00	3,167.71
6380	Travel	0.00	0.00	0.00	0.00	0.00	140.00
6390	Hotel	0.00	0.00	0.00	0.00	0.00	0.00
6400	Meals	0.00	0.00	0.00	0.00	0.00	0.00
6410	Subscriptions/Memberships	300.00	300.00	300.00	334.40	300.00	419.25
	<b>TOTAL</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,700.00</b>	<b>3,136.70</b>	<b>3,700.00</b>	<b>3,726.96</b>
<b>Printing/Advertising</b>							
6420	Newsletter	0.00	0.00	800.00	0.00	800.00	611.02
6430	Ads(legal notices)	300.00	300.00	300.00	306.67	300.00	308.21
6440	Other Printing	1,000.00	1,300.00	1,500.00	761.29	1,500.00	1,151.64
	<b>TOTAL</b>	<b>1,300.00</b>	<b>1,600.00</b>	<b>2,600.00</b>	<b>1,067.96</b>	<b>2,600.00</b>	<b>2,070.87</b>
<b>Insurance</b>							
6450	Insurance	43,000.00	48,000.00	45,000.00	38,370.00	43,000.00	38,721.00
	<b>TOTAL</b>	<b>43,000.00</b>	<b>48,000.00</b>	<b>45,000.00</b>	<b>38,370.00</b>	<b>43,000.00</b>	<b>38,721.00</b>
<b>Utility Services</b>							
6460	Electric	4,500.00	4,500.00	5,000.00	4,562.40	5,000.00	4,697.32
6470	Water	600.00	600.00	600.00	572.15	600.00	592.45
6480	Trash	1,500.00	1,100.00	1,000.00	1,484.52	1,000.00	1,082.19
6490	Port-o-lets	2,000.00	2,200.00	2,200.00	1,348.00	2,200.00	2,100.00
6500	Pump Holding Tank	400.00	500.00	600.00	361.00	600.00	200.00
	<b>TOTAL</b>	<b>9,000.00</b>	<b>8,900.00</b>	<b>9,400.00</b>	<b>8,328.07</b>	<b>9,400.00</b>	<b>8,671.96</b>

**2015 Budget**

**SERVICES & CHARGES (Continued)**

Account #	Description	2015 Budget	2014 Budget	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
<b>Repair &amp; Maintenance</b>							
6510	Building & Grounds	4,000.00	4,000.00	4,000.00	3,416.90	4,000.00	4,391.47
6520	Boats	1,500.00	1,500.00	1,500.00	1,759.25	1,000.00	1,482.50
6530	Trucks	1,000.00	1,000.00	1,000.00	713.91	1,500.00	0.00
6540	Sluice Gate Inspection	0.00	0.00	0.00	0.00	2,600.00	0.00
6541	Dredging Equipment Repairs	7,000.00	7,000.00	7,000.00	1,922.58	7,000.00	6,592.49
6542	Equipment Rental	1,500.00	2,000.00	3,000.00	599.00	3,000.00	1,599.00
	<b>TOTAL</b>	<b>15,000.00</b>	<b>15,500.00</b>	<b>16,500.00</b>	<b>8,411.64</b>	<b>19,100.00</b>	<b>14,065.46</b>
<b>Other Services &amp; Charges</b>							
6560	Water Testing	4,500.00	4,300.00	4,000.00	6,441.00	3,800.00	3,922.89
6570	Lake Weed Treatment	50,000.00	50,000.00	50,000.00	59,156.41	50,000.00	53,264.60
6580	Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00
6590	Contingency Fund 10%	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00
6600	6% Commission-Marina Sales	2,300.00	2,300.00	2,300.00	2,401.08	2,300.00	2,339.16
6610	Cumulative Maintenance Fund	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00
6620	Dam/Spillway Inspection	0.00	4,650.00	0.00	0.00	4,000.00	4,000.00
6630	Dam/Spillway Repairs	0.00	10,000.00	10,000.00	0.00	15,000.00	13,969.21
6640	Soil Testing (IDEM)	0.00	0.00	0.00	0.00	0.00	0.00
6660	Dredging	0.00	0.00	0.00	0.00	0.00	0.00
6661	Disposal Site Preparation	5,000.00	5,000.00	5,000.00	2,673.34	0.00	5,845.26
6662	Debt Service- Dredging Loan	46,000.00	46,000.00	46,000.00	41,727.39	46,000.00	40,007.25
6663	Silt Container, Barge Assembly, Barge Mobilization	0.00	0.00	0.00	0.00	0.00	0.00
6670	Interest Expense (Line of Credit)	0.00	0.00	0.00	4,272.63	0.00	5,992.75
6680	Other Services and Charges (Debris Removal)	2,000.00	3,000.00	2,000.00	3,012.00	2,000.00	1,212.00
6681	Fireworks	7,000.00	7,000.00	7,000.00	6,500.00	6,500.00	6,500.00
6682	Ramp Repairs	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>126,800.00</b>	<b>142,250.00</b>	<b>136,300.00</b>	<b>131,183.85</b>	<b>134,600.00</b>	<b>137,053.12</b>
	<b>GRAND TOTAL SERVICES AND CHARGES</b>	<b>229,075.00</b>	<b>257,225.00</b>	<b>240,275.00</b>	<b>210,350.32</b>	<b>239,175.00</b>	<b>224,654.61</b>

**2015 Budget**

**CAPITAL**

Account #	Description	2015 Budget	2014 Budgeted	Budgeted 2013	Actual 2013	Budgeted 2012	Actual 2012
<b>Machinery and Equipment</b>							
6690	Office Equipment		0.00	0.00	0.00	0.00	0.00
6700	Computer Equipment	500.00	0.00	0.00	0.00	0.00	0.00
6701	Barge	70,000.00	0.00	0.00	0.00	0.00	0.00
6702	Push Boat / Motors	40,000.00	0.00	0.00	0.00	0.00	0.00
6703	Excavator & Buckets	90,000.00	0.00	0.00	0.00	0.00	0.00
6704	Off Road Truck		0.00	0.00	0.00	0.00	0.00
6705	Utility Truck		0.00	0.00	0.00	0.00	0.00
6706	Bulldozer		0.00	0.00	0.00	0.00	0.00
6710	Boat Dock (2)		0.00	23,000.00	18,792.00	0.00	0.00
6720	Utility Vehicle		0.00	0.00	0.00	0.00	0.00
6730	Patrol Boat		0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>200,500.00</b>	<b>0.00</b>	<b>23,000.00</b>	<b>18,792.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Capital Outlays</b>							
6730	Patrol Boat/Trailer		0.00	0.00	0.00	0.00	0.00
6770	LLCD Pick-up Truck		0.00	20,000.00	22,510.00	0.00	0.00
	<b>TOTAL</b>		<b>0.00</b>	<b>20,000.00</b>	<b>22,510.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GRAND TOTAL CAPITAL EXPENDITURES</b>		<b>200,500.00</b>	<b>0.00</b>	<b>43,000.00</b>	<b>41,302.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES BUDGET</b>							
		<b>691,753.00</b>	<b>501,983.00</b>	<b>506,874.00</b>	<b>478,463.14</b>	<b>458,716.00</b>	<b>451.475.99</b>

**Excess Expenditures over Revenue**

**SUMMARY-2015 Budget**

	2015	2014	2013
Revenues	655,200.00	462,800.00	453,300.00
Expenses	691,753.00	501,983.00	506,874.00
Net	-36,553.00	-39,183.00	-53,574.00



# Lake Lemon Conservancy District

## RESOLUTION 10-14-06

**WHEREAS**, it is necessary and desirable to establish and approve the District's annual fees and charges; and

**WHEREAS**, this resolution supercedes all previous fees and charges resolutions;

**IT IS THEREFORE RESOLVED AND ESTABLISHED** that the attached "2015 Fees and Charges" schedule is approved.

**PRESENTED** to the Board of Directors of the Lake Lemon Conservancy District this 15<sup>TH</sup> day of October 2014.

**ADOPTED BY THE FOLLOWING VOTE:**

AYE

NAY

ABSTAIN

\_\_\_\_\_  
JOHN SCHELL, CHAIRMAN

\_\_\_\_\_  
PAM DOUGAN, VICE-CHAIR

\_\_\_\_\_  
LANCE EBERLE, TREASURER

\_\_\_\_\_  
SUE MILLER, Sub-Area II

\_\_\_\_\_  
KIM MAYER, Sub-Area III

\_\_\_\_\_  
DENNIS FRIESEL, Sub-Area V

\_\_\_\_\_  
TINA THRASHER, Sub-Area VII

ATTEST: \_\_\_\_\_

LLCD Board Recorder





# *Lake Lemon Conservancy District*

## **Lake Lemon Conservancy District 2015 Fees and Charges**

<b>Annual Boat Permits*</b>	<b>2015** Resident</b>	<b>2014 Resident</b>	<b>2015 Non- Resident</b>	<b>2014 Non- Resident</b>
All boats with motors 10 HP and larger	\$68.00	\$68.00	\$95.00	\$95.00
All boats with motors less than 10 HP including row boats and sail boats	\$41.00	\$41.00	\$68.00	\$68.00
Personal Water Craft	\$123.00	\$123.00	\$150.00	\$150.00
<b>Daily Boat Permits***</b>	<b>2015 Resident</b>	<b>2014 Resident</b>	<b>2015 Non- Resident</b>	<b>2014 Non- Resident</b>
All boats with motors 10 HP and larger	\$10.00	\$10.00	\$10.00	\$10.00
All boats with motors less than 10 HP including row boats and sail boats	\$7.00	\$7.00	\$7.00	\$7.00
Personal Water Craft	\$17.00	\$17.00	\$17.00	\$17.00
<b>Boat Launch (ramp) Fees - Riddle Point Park</b>	<b>2015 Resident</b>	<b>2014 Resident</b>	<b>2015 Non- Resident</b>	<b>2014 Non- Resident</b>
Daily	\$5.00	\$5.00	\$5.00	\$5.00
Annual	\$33.00	\$33.00	\$33.00	\$33.00

\*Canoes, paddleboats, and kayaks are excluded from Boat Permit Fees but are required to pay launch fees if ramp is used. Education discount – 50%.

\*\*Resident is defined as:

1. Private property owners (Freeholders) within the Conservancy District boundaries.
2. City of Bloomington Utilities (CBU) water company customers, if a copy of CBU water bill is provided at time of annual boat permit purchase.
3. Commercial, not for profit, and educational marina's wet and dry slip renters and members.

\*\*\*Sailing regatta special event daily boat permit fee – 50% discount.

<b>Fishing Tournaments</b>	<b>2015 Resident</b>	<b>2014 Resident</b>	<b>2015 Non- Resident</b>	<b>2014 Non- Resident</b>
Application Fee Per Tournament	\$25.00	\$25.00	\$25.00	\$25.00
Tournament Fee Per Boat (in addition to Daily Boat Permit)	\$1.00	\$1.00	\$1.00	\$1.00

<b>Sub-Lease Fees</b>	<b>2015 Resident</b>	<b>2014 Resident</b>
Sublease Agreement Fee (Discount of \$40 if paid by March 1 <sup>st</sup> )	\$190.00	\$190.00
Commercial Sublease Agreement Fee	\$500.00	\$500.00

<b>Commercial Marina Fees</b>	<b>2015</b>	<b>2014</b>
Annual Fee	\$1000.00	\$1000.00
Occupied Wet Boat Slips	\$75.00/slip	\$75.00/slip
Occupied PWC Slips	\$37.50/slip	\$37.50/slip
<b>Not for Profit / Educational Yacht and Sailing Club Fees</b>		
Annual Fee	\$500.00	\$500.00
Occupied Wet Boat Slips	\$37.50/slip	\$37.50/slip

<b>Riddle Point Park Fees</b>	<b>2015</b>	<b>2014</b>
Special Use Fee	\$250.00/day/event	\$250.00/day/event
Shelter Fee (+\$100.00 refundable damage deposit)	\$125.00 per day	\$125.00 per day

<b>Riddle Point Park Entrance Fees</b>	<b>2015 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)</b>	<b>2014 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)</b>
Daily Admission Fee (Mon – Fri)	\$5.00/motorized vehicle	\$5.00/motorized vehicle
Daily Admission Fee (Sat, Sun & Holidays)	\$5.00/motorized vehicle	\$5.00/motorized vehicle
Seasonal Pass Admission Fee	\$60.00/motorized vehicle	\$60.00/motorized vehicle

<b>Administrative Fees</b>	<b>2015</b>	<b>2014</b>
Public Record Copy Charge	\$0.10 per page	\$0.10 per page

<b>Barge Fees</b>	<b>2015</b>	<b>2014</b>
Dredging	\$1,000.00/Barge Load	\$1,000.00/Barge Load
Shoreline Erosion Control (Rip-Rap)	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap



## *Lake Lemon Conservancy District*

### **RESOLUTION 10-14-07**

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

**IT IS THEREFORE RESOLVED AND ESTABLISHED** that the dates, times and locations of the LLCD Board meetings for 2015 are as follows:

**Board of Directors Meetings** are **January 21<sup>st</sup>, March 18<sup>th</sup>, April 15<sup>th</sup>, May 20<sup>th</sup>, September 16<sup>th</sup>, October 21<sup>st</sup>, November 18<sup>th</sup> and December 16<sup>th</sup>** at **6:00 P.M.**, located at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**. The **June 20<sup>th</sup>, July 18<sup>th</sup>, and August 22<sup>nd</sup>** meeting will be on **Saturday** at **10:00 A.M.** in the **Riddle Point Park Shelter**.

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

The **Annual LLCD Meeting** will be **February 4<sup>th</sup>, 2015** at **6:00 P.M.** at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**.

**PRESENTED** to the Board of Directors of the LLCD this 15<sup>th</sup> day of October 2014.

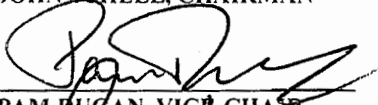
ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

  
\_\_\_\_\_  
JOHN SCHELL, CHAIRMAN

  
\_\_\_\_\_  
PAM DUGAN, VICE-CHAIR

  
\_\_\_\_\_  
LANCE EBERLE, TREASURER


  
\_\_\_\_\_  
SUE MILLER, Sub-Area II

  
\_\_\_\_\_  
KIM MAYER, Sub-Area III

  
\_\_\_\_\_  
DENNIS FRIESEL, Sub-Area V

  
\_\_\_\_\_  
TINA THRASHER, Sub-Area VII

ATTEST:

  
\_\_\_\_\_  
LLCD Board Recorder



## *Lake Lemon Conservancy District*

### **Schedule of 2015 Board Meeting Dates, Times and Locations**

<b>Meeting Date</b>	<b>Purpose of Meeting</b>
6:00 P.M., January 21 <sup>st</sup> , SB* (Wed.)	Normal Business
6:00 P.M., February 4 <sup>th</sup> , SB (Wed.)	<b>Annual Meeting</b> & Election of Board Members
6:00 P.M., March 18 <sup>th</sup> , SB (Wed.)	Normal Business & Dredging Priority
6:00 P.M., April 15 <sup>th</sup> , SB (Wed.)	Normal Business
6:00 P.M., May 20 <sup>th</sup> , SB (Wed.)	Normal Business
10:00 A.M., June 20 <sup>th</sup> , Riddle Point Park Shelter House** (Sat.)	Normal Business & <b>Annual Picnic</b>
10:00 A.M., July 18 <sup>th</sup> , Riddle Point Park Shelter House (Sat.)	Normal Business
10:00 A.M., August 22 <sup>nd</sup> , Riddle Point Park Shelter House (Sat.)	Normal Business
6:00 P.M., September 16 <sup>th</sup> , SB (Wed.)	Public hearing on 2015 Proposed Budget & Normal Business
6:00 P.M., October 21 <sup>st</sup> , SB (Wed.)	Normal Business and Board Adoption of 2015 Budget.
6:00 P.M., November 18 <sup>th</sup> , SB (Wed.)	Normal Business
6:00 P.M., December 16 <sup>th</sup> , SB (Wed.)	Normal Business

\* **Benton Township Senior Center Building**  
**7606 Indiana 45**  
**Unionville, IN 47468**

\*\* **Riddle Point Park Shelter House**  
**7599 N. Tunnel Rd.**  
**Unionville, IN 47468**

Subj: **Request to be placed on October Board meeting agenda**  
Date: 9/29/2014 3:49:28 P.M. Eastern Daylight Time  
From: [relecald@uemail.iu.edu](mailto:relecald@uemail.iu.edu)  
To: [l1cdoffice@aol.com](mailto:l1cdoffice@aol.com)

Hello-

I would like to request a spot (~10 min) in the October agenda for the Lake Lemon Conservancy District's Board Meeting on Oct. 15th, at 6pm. During this time I am interested in presenting a proposal for a small research project studying the sedimentation patterns creating the delta growing in the eastern portion of Lake Lemon. The proposed project is to be completed by myself (Rebecca Caldwell, PhD student, Dept. of Geological Sciences, Indiana University) and Dr. Douglas Edmonds (Assistant Professor, Dept. of Geological Sciences, Indiana University).

I have attached a short research proposal outlining the objectives and methods of the study. Please let me know if there is any additional information you would like.

I look forward to your response,  
Rebecca Caldwell

--

Rebecca L. Caldwell  
Dept. of Geological Sciences  
Indiana University  
[relecald@indiana.edu](mailto:relecald@indiana.edu)

# **Lake Lemon: A case study for delta growth**

Rebecca Caldwell and Douglas Edmonds  
Indiana University, Department of Geological Sciences

## **Purpose of Study**

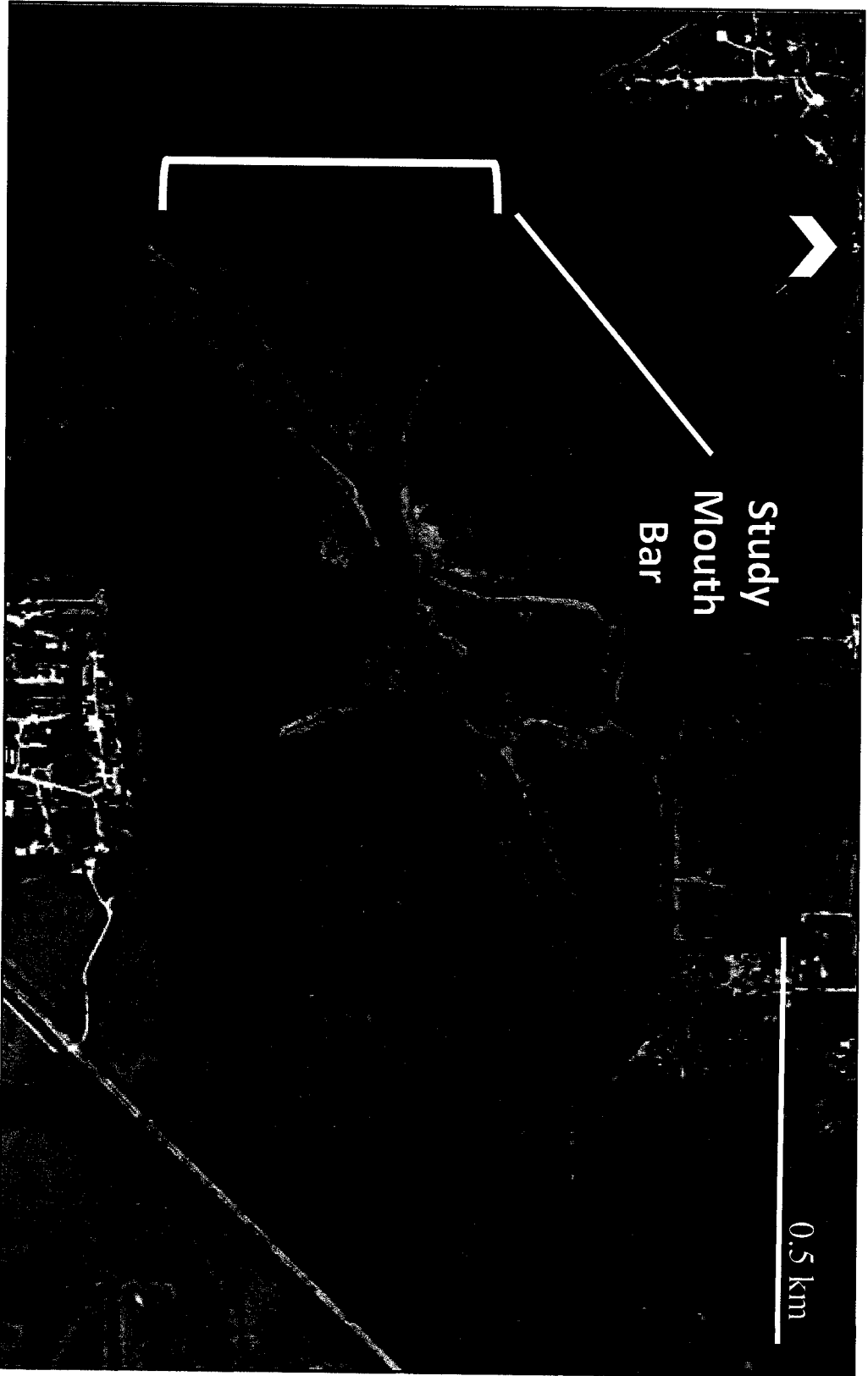
- To further our understanding of delta growth processes and resulting delta form.
- The Beanblossom Creek delta in Lake Lemon is a prime field study location to accomplish the goal stated above due to its relatively well-known environmental conditions (e.g., lake bathymetry, water level). Our specific goals include quantifying the delta's:
  - growth rate through time
  - morphology (delta land pattern) through time
  - internal sedimentary architecture (distribution of grain sizes and stratigraphic surfaces)

## **Methods**

- Time-series aerial imagery: Analyze imagery of the delta through time to quantify its growth rate and morphology.
- Ground-penetrating radar (GPR) [on 'Study Mouth Bar' (see Figure)]: Used to determine the internal distribution of stratigraphic surfaces, or contacts. Finding such surfaces will aid in understanding the shapes the mouth bar took on as it grew in the past.
  - GPR equipment is installed on a 4-wheeled cart system. As the cart is walked across the area of interest, it sends a noninvasive radar signal into the ground, used to image the sedimentary features below the ground surface.
  - Operation of the cart requires a 1 meter path that would need to be cleared by moving any woody debris (i.e., dead brush, fallen branches) to the side.
- Sediment core collection [on 'Study Mouth Bar' (see Figure)]: Used to determine the internal distribution of grain sizes and help interpret GPR lines.
  - Collection of cores from ~5 locations on the study mouth bar, along the GPR lines.
  - Cores are ~2.5 in. in diameter and ~80 in. in depth

## **Significance of Results**

- The results of this study will enhance our predictive capabilities in terms of delta growth processes and morphology. This fundamental knowledge can be applied to other deltas - which globally, host a significant proportion of the world's population - and aid in prediction of delta response to various environmental conditions.
- Specifically, this study will result in a better understanding of the Beanblossom Creek delta's growth patterns through time, which is essential for predicting how it will continue to grow in the future.







## *Lake Lemon Conservancy District*

**To: LLCD Board of Directors**  
**From: Tina Thrasher, Chairperson: Dredging Study Group**  
**Director: Sub Area VII**  
**Subject: Recommendations**  
**Date: October 13, 2014**

**The Dredging Study Group (DSG) met on Saturday, October 11<sup>th</sup>, 2014 at the LLCD Office, and at the conclusion of this meeting, made the below recommendations for consideration by the LLCD Board of Directors at it's upcoming meeting on October 15, 2014.**

**I. Survey of Freeholders**

- a. The DSG reviewed Angela Parker's, LLCD Attorney, report on funding mechanisms available to the Conservancy District. After review, the DSG discussed poling all the Freeholders by survey detailing many initiatives (drawdown, increase in taxes, and increase in SRP). The DSG recommends to the Board to have LLCD Staff contact IU (SPEA, Kelley School, Eppley Institute) about preparing a survey for the Lake Lemon Freeholders. The DSG would then present any proposal to the Board at a subsequent Board of Directors meeting.

**II. Expanding the DSG**

- a. The DSG has had several additional Freeholders participating in the committee meetings. The DSG has found great value in having additional Freeholder input. The DSG recommends to the Board to expand the DSG to have two members per sub-area. This would allow for up to 14 official DSG members along with LLCD Staff.



## *Lake Lemon Conservancy District*

### **APPLICATION FOR 2015 SUBLEASE AGREEMENT**

The undersigned freeholder (sublessee) hereby applies to the Lake Lemon Conservancy District for a Surplus Parcel Sublease Agreement (Attached). A check in the amount of the sublease payment is enclosed along with a signed 2015 Surplus Parcel Sublease Agreement.

The boat(s) to be docked/moored at the sublease site are described as follows:

Owner	Lake Lemon Address	Indiana Boat Registration Number	2014 LLCD Boat Registration Number (if applicable)

I have read the 2015 Surplus Parcel Sublease Agreement, and understand that only boats:  
a.) owned by the freeholder (sublessee) signer of the agreement; b.) boats owned by tenants of sublessee rental property; c.) boats owned by a member of the sublessee's family, who is not a freeholder; and d.) boats owned by short-term renters/guests of sublessee may be moored at the sublease site/dock.

Sublessee Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Mailing Address \_\_\_\_\_  
Street City State Zip Code

Lake Address \_\_\_\_\_  
Street City State Zip Code

Telephone Number \_\_\_\_\_  
Home Lake Cell

Email Address \_\_\_\_\_

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



# *Lake Lemon Conservancy District*

## **2015 SURPLUS PARCEL SUBLEASE AGREEMENT**

This Surplus Parcel SUBLEASE AGREEMENT is hereby entered by and between the City of Bloomington Utilities Department ("CBU"), the Lake Lemon Conservancy District ("LLCD"), and  
\* \_\_\_\_\_ ("SUBLESSEE").

**WHEREAS**, the CBU is the owner of real estate in \* \_\_\_\_\_ County, Indiana, referred to herein as the "Real Estate" more specifically identified in the Lease Agreement by and between CBU and LLCD; and,

**WHEREAS**, CBU has leased said Real Estate to the LLCD pursuant to a Lease Agreement executed between CBU and LLCD, and subject to the terms of that agreement LLCD may sublease certain Surplus Parcels of the Real Estate to freeholders;

**WHEREAS**, SUBLESSEE desires to have access over and across the CBU Surplus Parcel of real estate for placement of a boating dock and for Lake Access pursuant to the terms of this Sublease Agreement; and

**WHEREAS**, the CBU, LLCD and SUBLESSEE wish to enter into a Sublease Agreement, giving the SUBLESSEE access across a Surplus Parcel under specifically stated terms;

**NOW, THEREFORE**, in consideration of the mutual benefits described below, the parties agree as follows:

### **1. DEFINITIONS.**

"Lake Access" means that a person is authorized to go upon a Surplus Parcel to engage in activities normally associated with the enjoyment and use of a lake (e.g. swimming, boating, fishing). Lake Access includes the right to construct a dock accommodating no more than two boats in a manner and location as provided by the LLCD.

"Sublease Agreement" is an agreement entered into between a freeholder of property within the Conservancy District and LLCD, which grants to the freeholder rights of Lake Access across a Surplus Parcel for a period of one calendar year.

"Surplus Parcel" refers to those land parcels owned by the CBU and leased to the LLCD, which land parcels may be subleased to LLCD freeholders.

2. The purpose of the Surplus Parcel Sublease Agreement is to provide SUBLESSEE with Lake Access across a Surplus Parcel, as designated by the LLCD by its resolution and in its sole discretion. This Sublease Agreement does not confer nor create any other rights or privileges for SUBLESSEE beyond providing access to the lake and for placement of a boating dock, all in accordance with the terms and conditions of this Sublease Agreement.

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31<sup>st</sup> day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2015. The final due date for sublease fee payment shall be May 31, 2015 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.

4. This Sublease Agreement may be terminated and all rights accorded the SUBLESSEE shall end upon the LLCDC giving SUBLESSEE a thirty (30) day written notice at the address provided below. In accordance with the Lease Agreement between CBU and LLCDC, any sublease of a parcel, including the sublease executed herein, shall terminate ninety (90) days after CBU has given LLCDC a notice that the Lease Agreement is being terminated. The Sublease Agreement shall automatically terminate on the date of closing in the event that SUBLESSEE sells his/her freehold property.

5. SUBLESSEE may not assign or transfer the rights conferred herein under, and may not receive compensation of any kind for use of the Lake Access facilities available pursuant to this Sublease Agreement. SUBLESSEE may not, without prior written approval of LLCDC, install more than one (1) dock or store more than two (2) boats total at the facility located on the Surplus Parcel pursuant to this Sublease Agreement. SUBLESSEE agrees to reasonably maintain the area of the Surplus Parcel and keep it clear of debris or overgrowth of vegetation. Two (2) SUBLESSEES may share a dock and each must execute a Sublease Agreement, although only one Sublease Agreement fee shall be due per dock. Tenant(s) of Sublessee rental property(ies) utilizing a dock on a sublease site must execute a Sublease Agreement; be bound to all the terms and conditions thereto; be identified on the Application for Sublease; and obtain a non-resident annual LLCDC boat permit. It is the Sublessee's responsibility to notify the LLCDC office of any rental properties which include utilization of a dock on a surplus parcel to ensure that execution of the Surplus Parcel Agreement by the Sublessee's tenant is obtained. Short term renters/houseguests of sublessees' do not have to execute a Sublease Agreement but must obtain the appropriate LLCDC Boating Permit(s). (Short term is defined as up to a total of two weeks during the boating season.) A member of the SUBLESSEE'S family, who is not a freeholder, may moor a boat at the SUBLESSEE'S dock. In such event, the non-freeholder family member must own the boat; be identified on the Application for Sublease; and obtain a non-resident annual LLCDC boat permit.

6. The erection, planting, or construction of trees, vegetation, fixtures, additions or any other permanent improvements to the Surplus Parcel are prohibited without prior written approval of LLCDC and/or CBU. The use of the premises shall be for personal recreational purposes only and does not include use for overnight camping. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission from LLCDC and/or CBU through its permit process.

7. LLCDC and/or the CBU reserves the right to conduct formal inspections of the Surplus Parcel and the access facilities located thereon. Freeholder shall cooperate in providing both access and documentation reasonably requested by LLCDC and/or the CBU to ensure compliance with the terms and condition of this agreement.

8. SUBLESSEE, by him/herself, his/her dependents, spouses, heirs, executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injury, including injury resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of or arising out of the use of the Surplus Parcel, and for the same consideration, hereby agrees to indemnify, hold harmless, release, waive and forever discharge the LLCDC, the City of Bloomington, CBU, and their employees, agents officers, successors and assigns and all other persons and entities associated therewith, for all bodily and personal injury, including injury resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of or arising out of the use of the Surplus Parcel and lake, including, but not limited to, any claim or claims brought by third parties, including SUBLESSEE'S guests, invitees, and licensees, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of LLCDC and/or CBU.

9. It is understood and agreed by all parties that the location of any docks and boundaries of access areas are approximate and that such approximations shall be for the purposes of this Sublease Agreement. LLCDC and/or CBU reserve the right to establish the actual location of a SUBLESSEE'S dock as a part of its management of Lake Access.

10. Nothing in this agreement shall be construed as limiting CBU'S right as owner of the real estate and lake.

11. Upon a breach of this Sublease Agreement, the LLCDC may terminate this Sublease Agreement with ten (10) days notice to the SUBLESSEE and pursue all remedies available at law or in equity and shall be entitled to all damages, including reasonable attorney fees. If the Sublease Agreement is terminated by the LLCDC, the SUBLESSEE shall promptly remove all personal property, including docks, from the Surplus Parcel. In the event the SUBLESSEE fails to do so, LLCDC may take such steps as necessary to remove SUBLESSEE'S property and SUBLESSEE shall reimburse the LLCDC for the cost of such removal.

12. This Agreement shall be construed under the laws of the State of Indiana and the parties agree to venue in the county in which the Surplus Parcel is located.

13. Upon execution of this Sublease and payment of the Sublease fee, a dock decal will be issued by the LLCD to the Sublessee, who agrees to display the dock decal at the end of the Sublessee's dock, or, if there is no dock placed in the water, then displayed in a location along the shore, in any case, visible from the water, unobstructed and in plain view.

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SUBLESSEE**

**By:**

\*

(Signature) \_\_\_\_\_

\*Name Printed: \_\_\_\_\_

\*Lake Address: \_\_\_\_\_

\_\_\_\_\_

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

\*Home Address: \_\_\_\_\_

\_\_\_\_\_

\*Telephone \_\_\_\_\_

\*Parcel Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Allow 4-6 weeks for processing.

\*\* Mail Application for Sublease; Surplus Parcel Sublease Agreement; and payment to:

**LLCD**  
**7599 North Tunnel Road**  
**Unionville, IN 47468**

**LAKE LEMON CONSERVANCY DISTRICT**

**By:**

(Signature) \_\_\_\_\_

Title: LLCD District Manager

**CITY OF BLOOMINGTON UTILITIES**

**By:**

(Signature) \_\_\_\_\_

Name Printed: John Langley

Title: Assistant Director

For Office Use Only

\*\*\*\*\*

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

Sublease Dock Registration Number \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **2015 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and the **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Port Hole Inn, INC.** (hereinafter "Port Hole").

#### **WITNESSETH:**

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

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

WHEREAS, the Port Hole owns real estate non-adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon through the LLCD's Surplus Parcel Sub-Lease Policies for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through and across the land owned by the CBU and leased to the LLCD ("Surplus Parcel") as well as installation of a commercial dock on the lake for its patrons and business invitees, the Port Hole shall pay a Commercial Surplus Parcel Sub-lease Agreement fee each calendar year as a charge for such access and use. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis. This Sublease Agreement permits the Port Hole to construct a dock, in accordance with this Agreement, and allow Port Hole patrons and invitees use of the dock for access from the lake to its business operation. This Agreement does not confer or create any other rights or privileges for the Port Hole beyond providing access to the lake and for placement of a dock, all in accordance with the terms and condition of this Agreement. Port Hole shall be fully responsible for monitoring the use of the dock and enforcing lake regulations thereon and for maintaining the Surplus Parcel and dock area in a healthful and clean condition.

2. For calendar year 2015, the Port Hole shall pay a fee to LLCD, as follows:
  - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
  - b. The fee shall be paid on a calendar year basis, by March 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2015.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Port Hole's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.

9. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.
10. This Agreement shall be in effect until the end of the calendar year of execution, at which time it shall terminate according to its terms. It may be renewed by the LLCD and CBU, but in its sole and exclusive discretion and shall not carry over from one calendar year to the next without the express agreement of the LLCD and CBU and execution of a new Agreement by all parties.
11. This Agreement shall be construed under Indiana law and any dispute arising from its terms shall be heard in the Monroe Circuit Court in Bloomington, Indiana.

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS  
PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PORT HOLE INN, INC:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Sands & Sands Properties, LLC  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
LLCD District Manager

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

**CITY OF BLOOMINGTON UTILITIES**

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

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

For Office Use Only

\*\*\*\*\*

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

Sublease Dock Registration Number \_\_\_\_\_





## *Lake Lemon Conservancy District*

### **LAND USE AGREEMENT**

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on October 15<sup>th</sup>, 2014, by and between KENNETH D. CLARK and EDITH A CLARK ("CLARK"), and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD").

#### **Article 1. LAND**

**Section 1.01 Land .** CLARK, for and in consideration of the conditions stated by this Agreement, to be performed and observed by LLCD, demises to LLCD, and LLCD accepts from CLARK, a portion of the unimproved real estate located in part of the South half of the Northwest quarter and a part of the North half of the Southwest quarter of Section 27, Township 10 North, Range 1 East in Monroe County, Indiana, as the tract containing 46.39 acres, more or less, which real estate is depicted in Exhibit A, attached hereto and made a part hereof, and referred to as the "Demised Land."

**Section 1.02. Warranty of Title .** CLARK represents and warrants that they are the owner in fee simple absolute of the Demised Land.

**Section 1.03. Warranty of Quiet Enjoyment .** CLARK agrees that LLCD, upon performance of the conditions of this Agreement, shall hold and use the Demised Land for the term of the Agreement without hindrance or interruption by CLARK or any other person or persons claiming under CLARK, except as herein expressly provided.

#### **Article 2. TERM**

**Section 2.01. Commencement and Expiration Dates** This Agreement shall be for a term of one (1) year commencing on January 1<sup>st</sup>, 2015 and ending on December 31<sup>st</sup>, 2015 unless extended as provided in Sect. 2.02.

**Section 2.02. Renewal** Providing there are no defaults, this Agreement may be renewed for successive one (1) year periods for a cumulative total of three (3) years by LLCD giving notice of renewal, in writing, to CLARK at least sixty (60) days prior to the end of the then-existing term, and upon all the terms and conditions of this Agreement remaining in full force and effect.

### Article 3. PAYMENT, TAXES AND INSURANCE

Section 3.01. **Payment** LLCD shall not pay CLARK for use of the Demised Land except in the event that LLCD enters into another Land Use Agreement of the same nature and purpose as this Agreement and payment is made to another person or entity for use of real estate for sediment deposit as a part of the Lake Lemon Sediment Removal Project. In that event and effective upon such occurrence, CLARK shall be paid similarly by price based on either acreage utilized or by cubic yard of sediment deposited, as with any other person or entity then contracting with the LLCD through a Land Use Agreement as a part of the Lake Lemon Sediment Removal project.

Section 3.02. **Taxes** CLARK shall continue to pay all real property taxes and assessments on the Demised Land during the Term or any extension thereof.

#### Section 3.03. **Insurance**

- A. *Waiver of Claim.* CLARK and its agents shall have no liability to LLCD for any damage to the property of LLCD located in or about the Demised Land. LLCD hereby waives all claims for recovery from CLARK. This waiver shall not apply to intentional or negligent acts of CLARK.
- B. *Insurance.* LLCD shall obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring CLARK and LLCD against any liability arising out of the ownership, use, occupancy or maintenance of the Demised Land by the LLCD.
- C. *Waiver of Subrogation.* Without affecting any other rights or remedies, LLCD and CLARK each hereby release and relieve the other, and waive their right to recover damage against the other, for loss of or damage to the Demised Land arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by deductibles applicable hereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against CLARK or LLCD, as the case may be, so long as the insurance is not invalidated thereby.
- D. *Indemnity.* Except for CLARK's negligence or willful misconduct, LLCD shall indemnify, defend and hold harmless the Demised Premises and CLARK from and against any and all claims, damages, judgments, attorney's fees, expenses and/or liabilities arising out of, involving, or in connection with, the use of the premises by LLCD up to the date of termination of this Agreement.

### Article 4. USE OF PREMISES

Section 4.01 **Use** LLCD shall have the right to use the Demised Land for any lawful purpose but it is understood and agreed that the primary purpose for use of the

land is for the deposit of sediment removed from Lake Lemon in conjunction with the Lake Lemon Sediment Removal project on an "as needed" basis by the LLCD. The LLCD shall be responsible for the costs of site preparation, including creating necessary access to the site, and for the costs of transporting and placing such sediment deposit onto the Demised Premises. CLARK shall own and have title to the sediment deposits for purposes he deems appropriate in his sole discretion and LLCD shall have no claims thereto. CLARK agrees to implement and maintain required erosion control measures with regard to the sediment at all times.

#### Article 5. DEFAULT AND REMEDIES

Section 5.01. **Default** No failure to perform any condition or covenant of this Agreement shall entitle CLARK to terminate this Agreement unless such failure shall have continued for thirty (30) days after notice in writing requiring the performance of such condition shall have been given to LLCD, and unless, if such default is of such a nature that it cannot be remedied within such time, LLCD shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that LLCD shall commence to cure the default within this period and thereafter shall diligently continue the curing of the default. The LLCD may terminate the Agreement if use of the land is no longer necessary by the LLCD, in its discretion. In the event of breach of the Agreement, the non-breaching party may pursue all damages available in law or in equity.

#### Article 6. SURRENDER OF POSSESSION

Section 6.01. **Surrender of Possession** Unless otherwise mutually agreed by the parties, within ten (10) days after termination of the Agreement, LLCD agrees to deliver possession of the Demised Land to CLARK free and clear of any liens or encumbrances.

#### Article 7. MECHANICS' LIENS

Section 7.01. **Prohibition of Liens** LLCD shall not suffer or permit any mechanics' liens to be filed against LLCD's interest in any improvements on the Demised Land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to LLCD. If any such mechanics' liens or materialman's liens shall be recorded against any improvements thereof, LLCD shall cause the same to be removed or, and in the alternative, if LLCD in good faith desires to contest the same, LLCD shall be privileged to do so, but in such case LLCD hereby agrees to indemnify and save CLARK harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanic's liens, cause the same to be discharged and removed prior to the execution of such judgment.

#### Article 8. GENERAL PROVISIONS

Section 8.01. **No Waiver of Breach** No failure by either CLARK or LLCD to insist upon the strict performance by the other of a condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such condition.

Section 8.02. **Time of Essence.** Time is of the essence of this Agreement.

Section 8.03. **Successors in Interest** Each and all of the covenants, conditions, and restrictions in this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of CLARK.

Section 8.04. **Entire Agreement** This Agreement contains the entire agreement of the parties with respect to the matters covered herein, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

Section 8.05. **Partial Invalidity** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 8.06. **Attorney's Fees** In the event either CLARK or LLCD shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorney's fees and court costs.

Section 8.07. **Modification** This Agreement is not subject to modification except in writing, agreed upon by the parties.

Section 8.08. **Delivery of Notices** All notices, demands, or requests from one party to another may be personally delivered or sent by mail, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given upon deposit. All notices from LLCD to CLARK shall be given to CLARK at 7844 E. North Shore Drive, Unionville, IN 47468. All notices from CLARK to LLCD shall be given to the LLCD at 7599 North Tunnel Road, Unionville, IN 47468.

Section 8.09. **Mediation** In the event CLARK and LLCD have a dispute arising from this Agreement, the parties first agree to attempt resolution by mediation with a trained mediator agreed upon by the parties prior to initiating legal action in a court. The parties shall share the cost of retaining a mediator in equal amounts.

So Agreed on the date first written above.

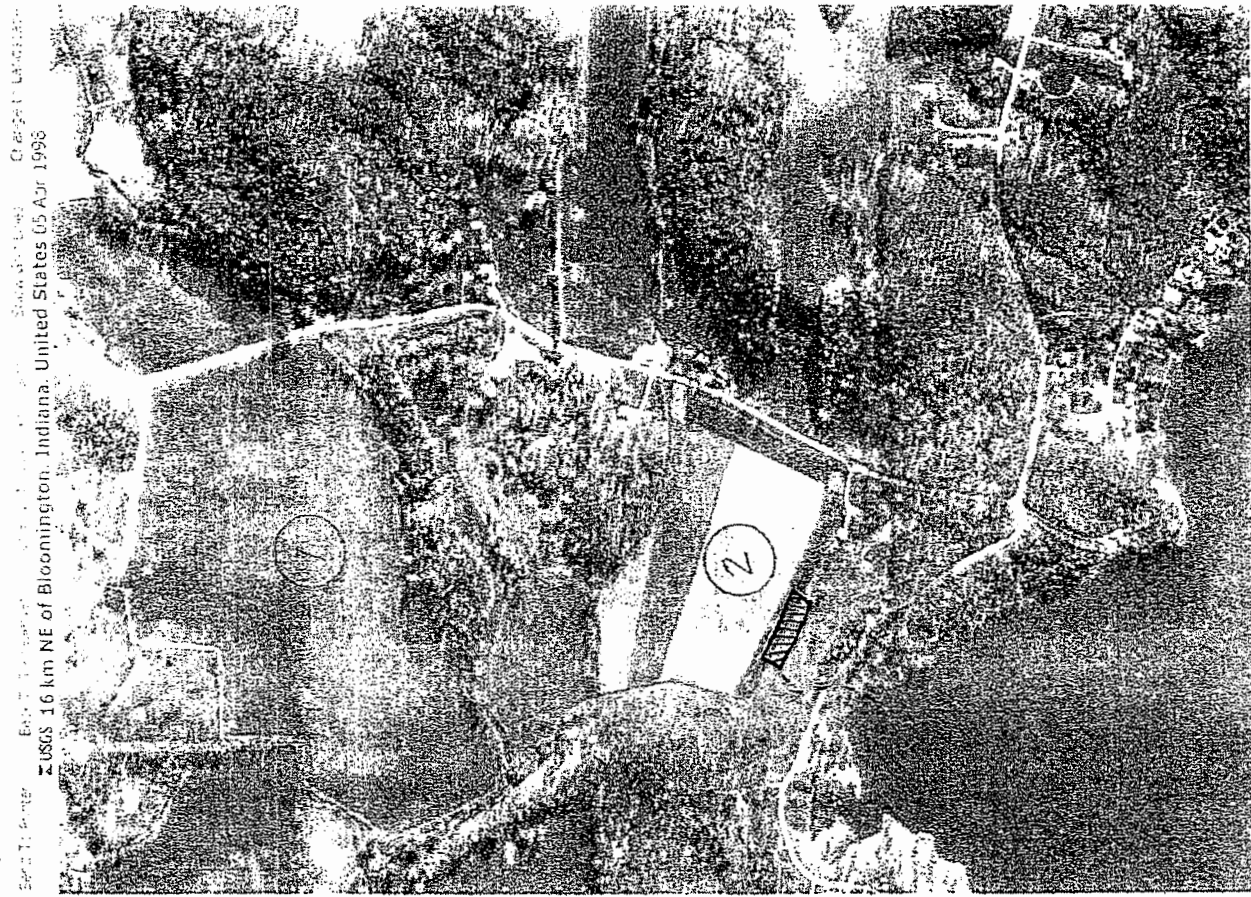
KENNETH D. CLARK

EDITH A. CLARK

\_\_\_\_\_  
LAKE LEMON CONSERVANCY  
DISTRICT

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

Printed Name: \_\_\_\_\_  
Its Chairman, Board of Directors



0 2000ft 0 2000ft

Image courtesy of the USGS  
Terms of Use Privacy Statement


 Demised Premises

EXHIBIT A



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 15<sup>th</sup> day of October, 2014, by and between the Lake Lemon Conservancy District ("LLCD") and Carmin Parker, located at 116 W. 6<sup>th</sup> Street, Suite 200, Bloomington, IN 47402 ("PARKER").

In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. Parker shall provide the professional legal services as an attorney for LLCD at PARKER's offices at 116 West 6<sup>th</sup> Street, Suite 200, Bloomington, Indiana 47404. Such services shall be provided as requested by LLCD and agreed upon by PARKER throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2015 to December 31, 2015, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to PARKER's hourly rate of \$175.00 per hour for attorney services and \$75.00 per hour for paralegal services, for the services rendered within twenty (20) days of the receipt.

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

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

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

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

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

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

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

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

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

**Lake Lemon Conservancy District:**

**Carmin & Parker**

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

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

356679/11820-72

### Pros and Cons for a Winter Drawdown

Pros	Cons
<p>Lake Residents</p> <ul style="list-style-type: none"> <li>- Sea Wall repair/maintenance</li> <li>- Potential reduction in ice movement/damage to shoreline</li> <li>- Flood control</li> </ul>	<p>Lake Residents</p> <ul style="list-style-type: none"> <li>- Aesthetics</li> <li>- Shorter boating season</li> <li>- A significant drawdown (~4-5 ft) could negatively affect geothermal systems, irrigation systems, and dry fire hydrants</li> </ul>
<p>Fisherman / Non-Resident Boaters</p> <ul style="list-style-type: none"> <li>-</li> </ul>	<p>Fisherman / Non-Resident Boaters</p> <ul style="list-style-type: none"> <li>- Reduction in boating &amp; fishing season for season pass holders.</li> <li>- Reduction in winter activities (ice fishing, snowmobiling, etc)</li> </ul>
<p>Lake Ecology</p> <ul style="list-style-type: none"> <li>- Potential for vegetation control</li> <li>- Beneficial to Predator fish and shad control</li> </ul>	<p>Lake Ecology</p> <ul style="list-style-type: none"> <li>- Restoring lake level by March 2015</li> <li>- Possible increase in sedimentation and shoreline erosion</li> <li>- Harmful to some slow moving aquatic species (snails, mussels, insects, crayfish)</li> <li>- A significant drawdown (~4-5 ft) permits a possibility of a fish kill due to anoxic conditions with low water level and high bacteria decomposition.</li> </ul>