



# *Lake Lemon Conservancy District*

**LAKE LEMON CONSERVANCY DISTRICT**  
Board of Directors Meeting  
Benton Township Senior Citizens Building  
January 21, 2015  
6:00 p.m.

## **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval of December 17, 2014 Board Meeting Minutes (JS)
- III. Treasurer's Report (LE)
  - A. December Financial Highlights
    1. Correction to Transfer of Funds
  - B. Report of Claims for December 2014
  - C. 2014 Annual Budget Summary
- IV. Vegetation Control Update: Aquatic Control, Inc. (Nate Long) (BM)
  - A. Review 2014 Vegetation Control Program
  - B. 2015 Vegetation Control & Operating Agreement
- V. Dredging Study Group: Update / Recommendations (TT)
  - A. Bathymetry/Sedimentation Report: Dr. Jeff Ehman, Image Matters
- VI. Manager's Report (BM)
  - A. Professional Services Agreement, Freeholder Opinion Poll: IU Eppley Institute
  - B. Mowing Extension Agreement – N. Anderson Lawn Care, LLC.
  - C. Professional Services Agreement - Sky Magic Pyrotechnics Inc.; Independence Day Fireworks Display
  - D. DNR LARE Grant Proposal (JVT)
    1. Aquatic Vegetation Management Grant
  - E. 2014 Barge Operations Summary (JVT)
  - F. Winter Drawdown: Update (JVT)
- VII. Search Committee: Update (LE)
  - A. Motion to Hire District Manager
- VIII. Public Comment (JS)
- IX. New Business / Correspondence for Future Agenda (JS)
  - A. Annual Meeting, Wednesday, February 4, 2015, 6:00 p.m. at the Benton Township Senior Citizens Building
- X. Adjournment (JS)

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

# Lake Lemon Conservancy District



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

Date: January 21<sup>st</sup>, 2015

Name	Lake Address	District
Susan Thomas	7797 N. John Young Rd	1
Mack Thomas	7797 N. John Young Rd	1
Barb Ritter	7750 Wildwood Dr.	2
Lore Dearborn	4161 Chitwood	7
Barry Wernidge	4186 Channel Rd.	7
Ron Thresher	4204 Channel Rd	" LAKE PERSON "
Singer + Beckman	8921 E Sailaway Lane	5
Mike Woodin	4013 WATSON RD	
Randy/Margaret Pruden	7667 N. John Young Rd	1
Vance Britt	6456 SOUTHSORE	7
Bob CLARK	4221 CHITWOOD DR	7
Jay & Ruth Worek	7530 LAKEWOOD DR	
Susan Snider	Salmon 7017 Spillway	2
Scott Adamson	4184 WALKER LANE	LAKE PERSON!
RON SKOPELJA	6458 SOUTHSORE DR.	
CINDY SKOPELJA	6458 SOUTHSORE DR	
Bruce Cassel	7721 N. TUNNEL RD	1
Ed Boehling	8565 E. WILDERNESS TR	
Jeff & Cheri Wimmerhauer	4385 Watson Rd.	7
David Shirkh	5930 South Shore	2
Rebecca Bell	6521 Snug Harbor LN	7



# Lake Lemon Conservancy District

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

Date: \_\_\_\_\_

Name	Lake Address	District
Rob / Jonen	8015 N Lakeview	2
Jeff Ehman	N/A	
MIKE BLACKWELL	4071 SALMON HARBOR RD	7
(Russ/Snell) Herndon	4413 Watson Rd	
GAIL TALA	8920 Southshore	5
Marty Mann	8001 N Lakeview Dr	3
GARY McCLARY	8007 N. Lakeview Dr	3
Sandy Lee	Channel Road	7

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
Benton Township Senior Center Building  
January 21, 2015**

**The January 21<sup>st</sup>, 2015 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, Sue Miller, Kim Mayer, Dennis Friesel, and Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Lance Eberle, Director; and Pam Dugan, Director.**

**I. Opening Comments (Schell)**

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

- a. Schell stated the Board accepted the COI's Forms from Schell and Eberle rather than being approved.

**MILLER MOTIONED TO APPROVE THE DECEMBER 17, 2014 MEETING MINUTES PER CORRECTIONS. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

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

- a. December Financial Highlights
  - i. See Attached
- b. Additional Transfer of Funds
  - i. An extra \$300.00 must be transferred into Account 6030 – Retirement from Account 6111 – Dredger.

**SCHELL MOTIONED TO APPROVE THE DECEMBER FINANCIAL HIGHLIGHTS AND THE ADDITIONAL TRANSFER OF FUNDS. MAYER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- c. Report of Claims for December 2014

**THRASHER MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR DECEMBER 2014. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- d. Annual Budget Summary
  - i. See Attached

**IV. Vegetation Control Update: Aquatic Control, Inc. (Madden)**

- a. Madden introduced Nate Long, Aquatic Control, Inc.
- b. Long presented a summary of the 2014 vegetation treatments (attached)
- c. 2015 Vegetation Control & Operating Agreement

**MILLER MOTIONED TO APPROVE THE 2015 VEGETATION CONTROL & OPERATING AGREEMENT. FRIESEL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**V. Dredging Study Group: Update / Recommendations (Thrasher)**

- a. Bathymetry/Sedimentation Report: Dr. Jeff Ehman, Image Matters
  - i. Documents/Maps presented to Board (attached)
    - 1. Remetrix 2014 Bathymetry and Sediment Report
    - 2. Image Matters (Ehman's) review of ReMetrix Report
    - 3. Image Matters (Eaton's) report on ReMetrix Report and additional information/maps
      - a. New SRP Map
      - b. Three sample service zone area SRP maps
  - ii. Ehman reviewed an overall summary of the reports and asked the Board to review the three sample service zone area SRP maps.
  - iii. The DSG recommends to the Board to review the Sediment Removal Area Maps and approve the production of the 68 maps with the information present. Any design and informational changes can be made at this time. The cost of these maps was included in the 2014 services agreement.
  - iv. Ehman was asked how frequently a study like this should be performed.
    - 1. Ehman replied that this is a subjective answer, however every 10 years seems to be a good length of time to review differences in sedimentation and bathymetry. Doug Henderson, ReMetrix, would be better equipped to respond on how frequently these studies should be done. Smaller scale studies could be done in between a 10 year lake wide assessment. This could include IU performing the research with graduate students, or ReMetrix performing a shoreline study (surface acres) or a bathymetric/sediment analysis of certain smaller areas.

**THRASHER MOTIONED TO APPROVE THE PRODUCTION OF THE 68 SERVICE ZONE AREA MAPS. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

b. Purchase of a Small Barge

- i. At the September 18, 2013 Board Meeting, the DSG recommended the purchase of a small barge. The Board, by consensus, advised the DSG to continue studying the building of a smaller barge and proceeding with the process of having a new sedimentation/bathymetry study completed. No official motion to build a barge was made at this meeting.
- ii. At the May 21, 2014 Board Meeting, the Board approved contracts with Image Matters and ReMetrix for the completion of the bathymetric and sediment study.
- iii. At the June 21, 2014 Board Meeting, the Board approved a \$200,000.00 loan for the purchase of a barge, excavator, and motor(s).
- iv. At the July 19, 2014 Board Meeting, the Board approved to have a consultant design and oversee the construction of a barge.
- v. No further action towards the purchase of small barge was made until the completion of the Bathymetry and Sediment Analysis Report.
- vi. The 2014 Bathymetric and Sediment Analysis is now completed. This study shows the dredged channels are holding up well with a few exceptions. These channels will always require some maintenance. The study shows the magnitude of the sediment entering the lake and it is making a noticeable difference in the bay East of Reed Point.
  1. With this study completed the DSG will develop a 5 year and 10 year SRP plan. This will tentatively be presented at the March 18, 2015 Board Meeting.
    - a. The 5 year plan might include a recommendation to revise the sediment removal area priority list for each district.
    - b. The 10 year plan will include long term goals. (Restoring the bay East of Reed Point, Remediation/Preventative measures, Potential increase in funding for the SRP, Options for mass removal of sediment, etc.)
- vii. The DSG recommends, with the bathymetry report completed, the Board give permission to the DSG to follow through with the purchase of a small barge. The LLCD would first bid out the purchase of an excavator followed by the barge and motor(s). The entire purchasing process will take several months. In order to get the process moving, the DSG is seeking approval at the January 21, 2015 Board Meeting.

- viii. Friesel commented he wants to wait for the results of the survey. Freeholders need a chance to voice their opinion.
- ix. Freeholder, Marty Mann (III), commented the LLCDC should have a smaller barge for areas inaccessible with the current equipment. However there needs to be a better balance in the areas we dredge around the lake.
- x. Friesel asked where the 5 & 10 year plan is?
  - 1. The DSG will tentatively present a 5 & 10 year plan at the March Board Meeting.
- xi. Freeholder commented there was only a 10% return on the last Freeholder survey poll.
- xii. Freeholder commented, why should the LLCDC expect better results from a survey when people don't attend meetings?
- xiii. Miller commented the survey will give us a better representation of Freeholders' opinions.
- xiv. Schell commented he is in support of the smaller barge.
- xv. Mayer commented this is a big step with a new manager coming in next month, however with Mann's comments and him taking her position as director in February 2015, she is in support of the small barge purchase.
- xvi. Freeholder, Susan Salmon (II), commented the bid process can be stopped at any time.

**THRASHER MOTIONED TO APPROVE THE PURCHASE OF SMALL BARGE WITH THE FIRST STEP BEING THE PURCHASE OF AN EXCAVATOR. MILLER SECONDED THE MOTION. FOUR "AYE'S". FRIESEL "NAY". THE MOTION CARRIED.**

c. Removal of Sediment: Possum Trot Disposal Site

- i. On Tuesday, January 20, 2015 John Langley, City of Bloomington Utilities Department Deputy Director, advised the CBU has given the LLCDC permission to start the process of giving away/selling the CBU sediment deposited at the possum trot disposal site.
- ii. The DSG recommends to the LLCDC Board to give official approval to start the process of giving away/selling the material.
- iii. LLCDC attorney will develop a waiver for removal of the dredged material at Possum Trot Disposal Site indemnifying the LLCDC and CBU of any injury/damages.
- iv. Mann commented companies removing large amounts of dredged material should be assessed a fee.

**THRASHER MOTIONED TO GIVE OFFICAL APPROVAL FOR LLCD STAFF TO BEGIN THE PROCESS OF GIVING AWAY THE DREDGED MATERIAL AT POSSOM TROT DISPOSAL SITE. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**VI. Manager's Report (Madden)**

- a. Professional Services Agreement, Freeholder Opinion Poll: IU Eppley Institute
  - i. The Freeholder Survey Committee met informally on Saturday January 17, 2015 for a brainstorming meeting.
  - ii. After approval of the contract with the Eppley Institute, the committee will meet with an Eppley representative to discuss the survey in more detail.

**MILLER MOTIONED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT, FREEHOLDER OPINION POLL: IU EPPLEY INSTITUTE. FRIESEL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- b. Mowing Extension Agreement – N. Anderson Lawn Care, LLC

**SCHELL MOTIONED TO APPROVE THE MOWING EXTENSION AGREEMENT – N. ANDERSON LAWN CARE, LLC. MAYER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- a. Professional Services Agreement - Sky Magic Pyrotechnics Inc, Independence Day Fireworks Celebration
  - i. 2015 Fireworks
    - 1. July 3<sup>rd</sup>, 2015 at Dusk
    - 2. July 4<sup>th</sup>, 2015 (Rain Date)

**THRASHER MOTIONED TO APPROVE PROFESSIONAL SERVICES AGREEMENT – SKY MAGIC PYROTECHNICS INC, INDEPENDENCE DAY FIREWORKS CELEBRATION. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- ii. DNR LARE Grant Proposal (Van Tassel)
  - 1. Aquatic Vegetation Management Grant
  - 2. The LLCD applied for a vegetation management grant asking for \$34,000.00 for treatment of Eurasian Water Milfoil during the 2015 Season. A response from LARE is expected in the spring.
- iii. 2014 Barge Operations Summary (Van Tassel)
  - 1. See attached
- iv. Winter Drawdown: Update (Van Tassel)



1. The sluice gate was opened December 2, 2014. The lake reached 3.5' below normal pool and the sluice gate was closed December 27, 2014. Precipitation the following week raised the lake level and the sluice gate was re-opened on December 30, 2014. The sluice gate was closed again on January 16, 2015 with the lake level at 3.6' below normal pool. Currently as of January 21, 2015 the lake level is 40" below normal pool.

**VII. Resolution 01-15-01 – Motion to Hire District Manager (Friesel)**

- a. Adam Casey has been nominated by the Search Committee to be hired as the new District Manager. His start date is set for February 16, 2015.

**FRIESEL MOTIONED TO APPROVE RESOLUTION 01-15-01 TO HIRE ADAM CASEY AS DISTRICT MANAGER. MAYER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**VIII. Public Comment (Schell)**

- a. Freeholder asked about the new county zoning regulations in Monroe County.
  - i. Mayer commented it pertains to subdividing parcels, slope restrictions, etc.
  - ii. Freeholder, Bruce Cassal (II), commented the Environmental Overlay Zone has been completed in draft mode and could be revisited at this time.
- b. Freeholder, Susan Salmon (II), commented she is continuing her work with MCIRIS and the treatment of invasive terrestrial vegetation. Salmon and Van Tassel will be working together in the spring to implement more processes for invasive control.
- c. Freeholder, Mike Blackwell (VII), commented grants are potentially available to the LLCDC through NRCS.
  - i. LLCDC Staff will look into this grant.

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

- a. Annual Meeting, Wednesday, February 4, 2015, 6:00 PM at the Benton Township Senior Citizens Building.

**X. Adjournment (Schell)**

**THRASHER MOTIONED TO ADJOURN THE JANUARY 21, 2015 BOARD OF DIRECTORS MEETING. MAYER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED. MEETING ADJOURNED AT 8:04 PM.**

**RESPECTFULLY SUBMITTED BY: JAMES VAN TASSEL, BOARD RECORDER**

December 2014  
Financial Highlights

**I. Income**

<b>Brown County</b>	
Fall Tax Settlement	\$26,318.62
Total for 2014	\$62,682.80
2014 Tax Levy	\$63,594.00
Shortfall	(\$911.20)
<b>Monroe County</b>	
Fall Tax Settlement	\$81,258.42
Total for 2014	\$185,200.73
2014 Tax Levy	\$186,359.00
Shortfall	(\$1,158.27)
<b>Brown &amp; Monroe Counties</b>	
Total District Tax Settlements for 2014	\$247,883.53
Total District Tax Levy for 2014	\$249,953.00 (2014 Budget: \$250,000.00)
Total District Tax Settlements Shortfall	(\$2,069.47)

**II. Expenses**

Salaries/Wages/Benefits	\$10,489.90
Supplies	\$2,780.60
1. Fuel	1. \$2,380.00
Contractual Services	\$33,564.23
1. Consulting Engineer	1. \$30,541.68
2. Boat Repairs	2. \$926.50
3. Equipment Rental	3. \$770.86
4. Cumulative Maintenance Fund	4. \$5,000.00 (Transfer to CD)
Capital	N/A

**III. Income over Expenses**

Total Income for December 2014	\$107,783.02
Total Expenses for December 2014	\$46,834.73
<b>Net Income</b>	<b>\$60,948.29</b>

Lake Lemon Conservancy District  
Budget Summary Report

21-Jan-15

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	YTD Actuals	Notes
Revenue	\$6,219	\$12,502	\$13,968	\$25,012	\$56,349	\$194,511	\$33,922	\$10,468	\$7,395	\$14,335	\$2,493	\$107,783	\$484,956	
Income Breakdown														
Watercraft Permits			\$4,550	\$17,423	\$44,307	\$22,404	\$12,422	\$4,804	\$3,608	\$3,057	\$301	\$0	\$112,876	
Launch Fees			\$1,628	\$5,495	\$4,202	\$3,802	\$2,809	\$1,914	\$1,729	\$1,044	\$162	\$0	\$22,785	
Marina & Club Fees	\$0	\$0	\$2,000	\$0	\$0	\$450	\$6,788	\$0	\$0	\$38	\$0	\$0	\$9,276	
Sublease & Access Fees	\$5,550	\$12,450	\$4,210	\$1,580	\$1,670	\$1,100	\$380	\$250	\$0	\$0	\$0	\$0	\$27,190	
Property Tax - Brown County						\$36,364	\$0	\$0	\$0	\$0	\$0	\$26,319	\$62,683	
Property Tax - Monroe County						\$103,942	\$0	\$0	\$0	\$0	\$0	\$81,258	\$185,201	
Interest	\$169	\$52	\$181	\$214	\$0	\$205	\$188	\$0	\$248	\$146	\$0	\$208	\$1,587	
Grants & Donations	\$0	\$0	\$10	\$25	\$320	\$4,090	\$2,748	\$65	\$20	\$5,025	\$0	\$0	\$12,303	
Fish Tournaments	\$500	\$0	\$75	\$25	\$75	\$0	\$0	\$0	\$25	\$25	\$0	\$0	\$725	
Park/Lake Reservations	\$0	\$0	\$500	\$250	\$2,375	\$0	\$0	\$125	\$775	\$0	\$0	\$0	\$4,025	
Park Admission Fees		\$0			\$3,400	\$11,605	\$8,610	\$3,310	\$900	\$0	\$0	\$0	\$27,915	
Other Income			\$814			\$10,548	\$0	\$0		\$5,000	\$2,030	\$0	\$18,392	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	\$22,501	\$20,171	\$51,836	\$424,369	
Salaries & Benefits	\$10,793	\$9,807	\$10,256	\$15,941	\$16,942	\$23,635	\$23,471	\$22,995	\$18,741	\$12,131	\$11,096	\$10,469	\$186,298	
Supplies	\$976	\$466	\$2,178	\$3,992	\$5,710	\$10,671	\$18,036	\$5,681	\$1,175	\$2,773	\$599	\$2,781	\$54,987	
Professional Services	\$853	\$450	\$840	\$2,283	\$1,110	\$2,598	\$3,378	\$2,923	\$2,488	\$2,833	\$1,710	\$31,051	\$52,494	Study
Communication/Travel	\$236	\$286	\$306	\$236	\$256	\$236	\$236	\$235	\$239	\$239	\$239	\$271	\$3,011	
Printing/Advertising	\$245	\$24	\$11	\$253	\$189	\$168	\$365	\$11	\$0	\$854	\$583	\$78	\$2,778	
Insurance	\$14,914	\$1,186	\$7,985	\$228	\$0	\$7,985	\$0	\$0	\$7,985	\$0	\$0	\$0	\$40,263	
Utility Services	\$450	\$573	\$456	\$567	\$424	\$1,606	\$679	\$761	\$2,090	\$1,242	\$754	\$458	\$10,191	
Repair & Maintenance	\$240	\$0	\$891	\$1,223	\$1,645	\$165	\$3,890	\$94	\$150	\$285	\$542	\$937	\$10,153	Boats
Other Services	\$0	\$0	\$0		\$605	\$1,274	\$28,496	\$11,896	\$40	\$2,090	\$4,849		\$49,049	Dam Inspection
Machinery & Equipment	\$0	\$0	\$0			\$1,042	\$0	\$0	\$0	\$0	\$0	\$771	\$1,813	Equipment rental
Other Capital Outlays	\$781	\$0	\$0	\$657			\$8,500	\$339	\$0	\$55	\$0	\$5,000	\$13,332	Cumulative Main.
Prefax operating profit (loss)	(\$23,269)	(\$269)	(\$8,956)	(\$318)	\$29,388	\$145,084	(\$51,217)	(\$34,446)	(\$25,512)	(\$8,166)	(\$17,679)	\$55,947	\$60,587	
Operating margin	-374.2%	-2.2%	-64.1%	-1.3%	52.2%	74.6%	-151.0%	-329.1%	-345.0%	-57.0%	-709.1%	51.9%	12.5%	



Transfer of Funds Correction

Transfer an extra \$300.00 from Account 6111 Dredger into Account 6030 Retirement.

Transfer From	Amount	Transfer Into
Account 6111 – Dredger	\$300.00	Account 6030 - Retirement

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2014 thru December 31, 2014

(UNAUDITED)

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

## LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of December 31, 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  
January 13, 2015

**LAKE LEMON CONSERVANCY****Balance Sheet**

As of December 31, 2014

	<u>Dec 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	150,928.56
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	76,796.67
1050 · Savings Account	1,559.19
Total Checking/Savings	<u>445,593.27</u>
Total Current Assets	445,593.27
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
Total Fixed Assets	<u>492,771.35</u>
<b>TOTAL ASSETS</b>	<u><b>938,364.62</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,669.34
2020 · State & Co. Withholding Payable	306.16
Total Other Current Liabilities	<u>1,975.50</u>
Total Current Liabilities	<u>1,975.50</u>
Total Liabilities	1,975.50
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,036.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	165,896.75
Net Income	67,586.41
Total Equity	<u>936,389.12</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>938,364.62</b></u>



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

	Dec 14	Jan - Dec 14
<b>Income</b>		
4000 · Watercraft Permits	0.00	113,769.00
4010 · Launch Fees	0.00	22,472.00
4020 · Marina & Club Fees	0.00	9,275.00
4030 · Sublease & Access Fees	0.00	27,190.00
4040 · Property Tax - Brown Co.	26,318.62	62,682.80
4050 · Property Tax -Monroe Co.	81,258.42	185,200.73
4060 · Interest	205.98	1,586.98
4070 · Grants & Donations	0.00	12,297.69
4080 · Fishing Tournament	0.00	725.00
4090 · Park Reservations	0.00	4,025.00
4100 · Park Admisioin Fees	0.00	27,340.00
4120 · Other Income	0.00	813.75
4130 · Dredging/Rip-Rap Income	0.00	17,577.92
<b>Total Income</b>	<b>107,783.02</b>	<b>484,955.87</b>
<b>Expense</b>		
6000 · Manager	4,582.62	54,991.00
6010 · FICA	526.67	10,789.11
6020 · State Unemployment Tax	0.00	722.05
6030 · Retirement	976.08	8,106.51
6040 · Health Insurance	2,102.28	24,385.82
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	0.00	15,026.52
6100 · Lake Patrol	0.00	4,191.00
6110 · Lake Biologist	1,712.75	25,935.39
6111 · Dredger	432.00	13,518.00
6112 · Dredger (Other)	0.00	13,635.00
6113 · Assistant Dredger	157.50	6,072.50
6114 · Assistant Dredger (Other)	0.00	4,738.13
6115 · Dredger (Private)	0.00	1,998.00
6116 · Assistant Dredger (Private)	0.00	927.50
6120 · Season & Launch Permits	0.00	1,289.56
6130 · Daily Permits	0.00	97.08
6140 · Receipt/Tickets Books	0.00	636.99
6150 · Checks	0.00	218.34
6160 · Printer, Copier & Computer Supp	0.00	731.19
6170 · Miscellaneous-Other	112.68	1,256.32
6180 · Postage	0.00	575.69
6190 · General Business Supplies	0.00	428.27
6200 · Regular Gas	408.00	3,551.78
6210 · Diesel	1,972.00	10,063.80
6240 · Building & Grounds	0.00	5,332.64
6250 · Boat/Weed Harvester/Truck	30.00	1,272.42
6251 · Dredging Supplies	0.00	16,855.13
6252 · Rip Rap/Erosion Control	257.92	9,459.06
6290 · Signs & Nautical Markers	0.00	3,216.00
6300 · Accounting Services	450.00	5,400.00
6310 · Grass	0.00	10,880.00
6320 · Attorney	60.00	4,834.52
6330 · Consulting Engineer	30,541.68	30,541.68
6350 · Other Prof/Secretarial Service	0.00	837.99
6370 · Phone, LDT, Pager, E-Mail	238.57	2,838.90
6380 · Travel	32.10	122.10
6410 · Subscriptions	47.85	345.55
6430 · Ads	30.59	1,430.75
6440 · Other	0.00	1,051.92
6450 · Insurance	0.00	40,262.75
6460 · Electric	385.95	4,932.40
6470 · Water	42.14	587.05
6480 · Trash	28.99	1,326.30
6490 · Port-O-Lets	0.00	2,948.00
6500 · Pump Holding Tank	0.00	400.00
6510 · Building & Grounds Expense	0.00	2,650.00
6520 · Boat	926.50	2,580.75
6530 · Truck	9.00	363.50

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

	Dec 14	Jan - Dec 14
6541 · Dredging Equipment Maintenance	0.00	4,557.24
6542 · Equipment Rental	770.86	1,812.88
6560 · Water Testing	0.00	2,389.00
6570 · Lake Weed Treatment	0.00	38,311.50
6600 · 6% Marina Permit Sales	0.00	2,240.94
6620 · Dam/Spillway Inspection	0.00	4,489.82
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	46,834.73	417,369.46
Net Income	<u>60,948.29</u>	<u>67,586.41</u>

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Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

### January through December 2014

	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Watercraft Permits	113,769.00	102,000.00	11,769.00	111.5%
4010 · Launch Fees	22,472.00	16,000.00	6,472.00	140.5%
4020 · Marina & Club Fees	9,275.00	8,000.00	1,275.00	115.9%
4030 · Sublease & Access Fees	27,190.00	26,000.00	1,190.00	104.6%
4040 · Property Tax - Brown Co.	62,682.80	65,000.00	-2,317.20	96.4%
4050 · Property Tax -Monroe Co.	185,200.73	185,000.00	200.73	100.1%
4060 · Interest	1,586.98	2,500.00	-913.02	63.5%
4070 · Grants & Donations	12,297.69	6,000.00	6,297.69	205.0%
4080 · Fishing Tournament	725.00	800.00	-75.00	90.6%
4090 · Park Reservations	4,025.00	4,500.00	-475.00	89.4%
4100 · Park Admisioin 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	17,577.92	20,000.00	-2,422.08	87.9%
<b>Total Income</b>	<b>484,955.87</b>	<b>462,800.00</b>	<b>22,155.87</b>	<b>104.8%</b>
<b>Expense</b>				
6000 · Manager	54,991.00	54,991.00	0.00	100.0%
6010 · FICA	10,789.11	11,681.00	-891.89	92.4%
6020 · State Unemployment Tax	722.05	314.00	408.05	230.0%
6030 · Retirement	8,106.51	7,809.00	297.51	103.8%
6040 · Health Insurance	24,385.82	21,000.00	3,385.82	116.1%
6050 · Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 · Gate Attendant	15,026.52	15,000.00	26.52	100.2%
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	25,935.39	21,700.00	4,235.39	119.5%
6111 · Dredger	13,518.00	21,600.00	-8,082.00	62.6%
6112 · Dredger (Other)	13,635.00	13,500.00	135.00	101.0%
6113 · Assistant Dredger	6,072.50	10,500.00	-4,427.50	57.8%
6114 · Assistant Dredger (Other)	4,738.13	5,250.00	-511.87	90.3%
6115 · Dredger (Private)	1,998.00	3,600.00	-1,602.00	55.5%
6116 · Assistant Dredger (Private)	927.50	1,750.00	-822.50	53.0%
6120 · Season & Launch Permits	1,289.56	1,200.00	89.56	107.5%
6130 · Daily Permits	97.08	300.00	-202.92	32.4%
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	731.19	500.00	231.19	146.2%
6170 · Miscellaneous-Other	1,256.32	1,300.00	-43.68	96.6%
6180 · Postage	575.69	1,300.00	-724.31	44.3%
6190 · General Business Supplies	428.27	500.00	-71.73	85.7%
6200 · Regular Gas	3,551.78	5,000.00	-1,448.22	71.0%
6210 · Diesel	10,063.80	14,000.00	-3,936.20	71.9%
6240 · Building & Grounds	5,332.64	3,500.00	1,832.64	152.4%
6250 · Boat/Weed Harvester/Truck	1,272.42	2,000.00	-727.58	63.6%

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Accrual Basis

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

	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
6251 · Dredging Supplies	16,855.13	9,000.00	7,855.13	187.3%
6252 · Rip Rap/Erosion Control	9,459.06	8,000.00	1,459.06	118.2%
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	5,400.00	5,400.00	0.00	100.0%
6310 · Grass	10,880.00	10,875.00	5.00	100.0%
6320 · Attorney	4,834.52	6,000.00	-1,165.48	80.6%
6330 · Consulting Engineer	30,541.68	15,000.00	15,541.68	203.6%
6350 · Other Prof/Secretarial Service	837.99	500.00	337.99	167.6%
6370 · Phone, LDT, Pager, E-Mail	2,838.90	2,900.00	-61.10	97.9%
6380 · Travel	122.10			
6410 · Subscriptions	345.55	300.00	45.55	115.2%
6430 · Ads	1,430.75	300.00	1,130.75	476.9%
6440 · Other	1,051.92	1,300.00	-248.08	80.9%
6450 · Insurance	40,262.75	48,000.00	-7,737.25	83.9%
6460 · Electric	4,932.40	4,500.00	432.40	109.6%
6470 · Water	587.05	600.00	-12.95	97.8%
6480 · Trash	1,326.30	1,100.00	226.30	120.6%
6490 · Port-O-Lets	2,948.00	2,200.00	748.00	134.0%
6500 · Pump Holding Tank	400.00	500.00	-100.00	80.0%
6510 · Building & Grounds Expense	2,650.00	4,000.00	-1,350.00	66.3%
6520 · Boat	2,580.75	1,500.00	1,080.75	172.1%
6530 · Truck	363.50	1,000.00	-636.50	36.4%
6541 · Dredging Equipment Maintenance	4,557.24	7,000.00	-2,442.76	65.1%
6542 · Equipment Rental	1,812.88	2,000.00	-187.12	90.6%
6560 · Water Testing	2,389.00	4,300.00	-1,911.00	55.6%
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	2,240.94	2,300.00	-59.06	97.4%
6610 · Cumulative Maintenance Fund	5,000.00	5,000.00	0.00	100.0%
6620 · Dam/Spillway Inspection	4,489.82	4,650.00	-160.18	96.6%
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>494,565.44</b>	<b>501,983.00</b>	<b>-7,417.56</b>	<b>98.5%</b>
<b>Net Income</b>	<b>-9,609.57</b>	<b>-39,183.00</b>	<b>29,573.43</b>	<b>24.5%</b>

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended December 31, 2014**

	2014 ACTUAL	2014 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
<b>REVENUES</b>				
4000 Watercraft Permits	113,769.00	\$ 102,000.00		\$ 11,769.00
4010 Launch Fees	22,472.00	16,000.00		6,472.00
4020 Marina & Club Fees	9,275.00	8,000.00		1,275.00
4030 Sublease & Lake Access Fees	27,190.00	26,000.00		1,190.00
4040 Property Tax - Brown Co.	62,682.80	65,000.00		(2,317.20)
4050 Property Tax - Monroe Co.	185,200.73	185,000.00		200.73
4060 Interest	1,586.98	2,500.00		(913.02)
4070 Grants & Donations	12,297.69	6,000.00		6,297.69
4080 Fishing Tournament	725.00	800.00		(75.00)
4090 Park Reservations	4,025.00	4,500.00		(475.00)
4100 Park Admission Fees	27,340.00	27,000.00		340.00
4120 Other	813.75	-		813.75
4130 Dredging/Rip-Rap Income	17,577.92	20,000.00		(2,422.08)
<b>TOTAL REVENUES</b>	<b>484,955.87</b>	<b>462,800.00</b>		<b>\$ 22,155.87</b>
<b>EXPENDITURES</b>				
<b>WAGES &amp; BENEFITS</b>				
<b>SALARIES &amp; BENEFITS</b>				
6000 Manager	54,991.00	54,991.00		-
6010 FICA	10,789.11	11,681.00	(750.00)	141.89
6020 State Unemployment Tax	722.05	314.00	410.00	1.95
6030 Retirement	8,106.51	7,809.00	300.00	2.49
6040 Health Insurance	24,385.82	21,000.00	3,400.00	14.18
6050 Life Insurance	1,263.00	1,263.00		-
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>100,257.49</b>	<b>97,058.00</b>	<b>3,360.00</b>	<b>160.51</b>
<b>HOURLY WAGES</b>				
6070 Gate Keeper	15,026.52	15,000.00	30.00	3.48
6100 Lake Patrol	4,191.00	4,800.00	(600.00)	9.00
6110 Lake Biologist	25,935.39	21,700.00	4,400.00	164.61
6111 Dredger	13,518.00	21,600.00	(7,000.00)	1,082.00
6112 Dredger(Other)	13,635.00	13,500.00	140.00	5.00
6113 Assistant Dredger	6,072.50	10,500.00	(3,700.00)	727.50
6114 Assistant Dredger(Other)	4,738.13	5,250.00	-	511.87
6115 Dredger (Private)	1,998.00	3,600.00	(1,800.00)	2.00
6116 Assistant Dredger (Private)	927.50	1,750.00	(800.00)	22.50
<b>TOTAL HOURLY WAGES</b>	<b>86,042.04</b>	<b>97,700.00</b>	<b>(9,130.00)</b>	<b>2,527.96</b>
<b>GRAND TOTAL WAGES &amp; BENEFITS</b>	<b>186,299.53</b>	<b>194,758.00</b>	<b>(5,770.00)</b>	<b>2,688.47</b>
<b>SUPPLIES</b>				
<b>OFFICE SUPPLIES</b>				
6120 Season & Launch Permits	1,289.56	1,200.00	90.00	0.44
6130 Daily Permits	97.08	300.00	(200.00)	2.92
6140 Receipt/Ticket Books	636.99	400.00	250.00	13.01
6150 Checks	218.34	200.00	20.00	1.56
6160 Printer, Copier & Computer Sup	731.19	500.00	240.00	8.81
6170 Miscellaneous/Other	1,256.32	1,300.00		43.68
6180 Postage	575.69	1,300.00	(700.00)	24.31
6190 General Business Supplies	428.27	500.00		71.73
<b>TOTAL OFFICE SUPPLIES</b>	<b>5,233.44</b>	<b>5,700.00</b>	<b>(300.00)</b>	<b>166.56</b>
<b>OPERATING SUPPLIES</b>				
6200 Regular Gas	3,551.78	5,000.00	(1,100.00)	348.22
6210 Diesel, Oil, Grease	10,063.80	14,000.00	(2,400.00)	1,536.20
<b>TOTAL OPERATING SUPPLIES</b>	<b>13,615.58</b>	<b>19,000.00</b>	<b>(3,500.00)</b>	<b>1,884.42</b>
<b>REPAIR &amp; MAINTENANCE SUPPLIES</b>				
6240 Building & Grounds	5,332.64	3,500.00	1,900.00	67.36
6250 Boats, Trucks	1,272.42	2,000.00	(700.00)	27.58
6251 Dredging Supplies	16,855.13	9,000.00	8,500.00	644.87
6252 Rip Rap/Erosion Control	9,459.06	8,000.00	1,500.00	40.94
<b>TOTAL REPAIR &amp; MAINT SUPPLIES</b>	<b>32,919.25</b>	<b>22,500.00</b>	<b>11,200.00</b>	<b>780.75</b>

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended December 31, 2014**

	2014 ACTUAL	2014 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
<b>OTHER SUPPLIES</b>				
6260 Uniforms	-			-
6270 Boat Equipment	-	300.00	(300.00)	-
6280 Radio Equipment	-			-
6290 Signs & Nautical Markers	3,216.00	2,500.00	750.00	34.00
<b>TOTAL OTHER SUPPLIES</b>	<u>3,216.00</u>	<u>2,800.00</u>	<u>450.00</u>	<u>34.00</u>
<b>GRAND TOTAL SUPPLIES</b>	<u>54,984.27</u>	<u>50,000.00</u>	<u>7,850.00</u>	<u>2,855.73</u>
<b>SERVICES &amp; OTHER CHARGES</b>				
<b>PROFESSIONAL SERVICES</b>				
6300 Accounting Services	5,400.00	5,400.00		-
6310 Grass	10,880.00	10,875.00	5.00	-
6320 Attorney	4,834.52	6,000.00	(1,150.00)	15.48
6325 Fish Management Survey	-	-		-
6330 Consulting Engineers	30,541.68	15,000.00	15,650.00	108.32
6350 Other Services	837.99	500.00	340.00	2.01
<b>TOTAL PROFESSIONAL SERVICES</b>	<u>52,494.19</u>	<u>37,775.00</u>	<u>14,845.00</u>	<u>125.81</u>
<b>COMMUNICATION &amp; TRANSPORTATION</b>				
6370 Phone, LDT, Pager, Voice Mail	2,838.90	2,900.00		61.10
6380 Travel	122.10	-	125.00	2.90
6390 Hotel	-	-		-
6400 Meals	-	-		-
6410 Subscriptions/Memberships	345.55	300.00	50.00	4.45
<b>TOTAL COMMUNICATION &amp; TRANSPORTATION</b>	<u>3,306.55</u>	<u>3,200.00</u>	<u>175.00</u>	<u>68.45</u>
<b>PRINTING &amp; ADVERTISING</b>				
6420 Newsletter	-	-		-
6430 Ads(Legal Notices)	1,430.75	300.00	1,150.00	19.25
6440 Ballots & Other Printing	1,051.92	1,300.00		248.08
<b>TOTAL PRINTING &amp; ADVERTISING</b>	<u>2,482.67</u>	<u>1,600.00</u>	<u>1,150.00</u>	<u>267.33</u>
<b>INSURANCE</b>				
6450 Liab, Bldg, Equip, Work Comp	40,262.75	48,000.00	(7,700.00)	37.25
<b>TOTAL INSURANCE</b>	<u>40,262.75</u>	<u>48,000.00</u>	<u>(7,700.00)</u>	<u>37.25</u>

**LAKE LEMON CONSERVANCY DISTRICT  
INCOME OVER EXPENDITURES SUMMARY  
GENERAL FUND  
For the One Month Ended December 31, 2014**

	2014 ACTUAL	2014 BUDGET	END OF YEAR TRANSFERS	Positive (Negative) Budget Variance
<b>UTILITY SERVICES</b>				
6460 Electric	4,932.40	4,500.00	500.00	67.60
6470 Water	587.05	600.00		12.95
6480 Trash	1,326.30	1,100.00	230.00	3.70
6490 Port-O-Lets	2,943.00	2,200.00	750.00	2.00
6500 Pump Holding Tank	400.00	500.00		100.00
<b>TOTAL UTILITY SERVICES</b>	<b>10,193.75</b>	<b>8,900.00</b>	<b>1,480.00</b>	<b>186.25</b>
<b>REPAIR &amp; MAINTENANCE</b>				
6510 Building & Grounds	2,650.00	4,000.00	(1,300.00)	50.00
6520 Boat & Harvester	2,580.75	1,500.00	1,100.00	19.25
6530 Truck	363.50	1,000.00	(630.00)	6.50
6540 Sluice Gate Inspection	-	-	-	-
6541 Dredging Equipment	4,557.24	7,000.00	(2,400.00)	42.76
6542 Equipment Rental	1,812.88	2,000.00		187.12
<b>TOTAL REPAIR &amp; MAINTENANCE</b>	<b>11,964.37</b>	<b>15,500.00</b>	<b>(3,230.00)</b>	<b>305.63</b>
<b>DEBT SERVICE</b>				
6550 Operating Loan	-	-	-	-
<b>TOTAL DEBT SERVICE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER SERVICES &amp; CHARGES</b>				
6560 Water Testing	2,389.00	4,300.00	(1,900.00)	11.00
6570 Lake Weed Treatment	38,311.50	50,000.00	(11,650.00)	38.50
6580 Erosion Control/Matching Funds	-	-	-	-
6590 Contingency Funds 10%	-	5,000.00	(5,000.00)	-
6600 6% Marina Permit Sales	2,240.94	2,300.00		59.06
6610 Cumulative Maintenance Fund	5,000.00	5,000.00		-
6620 Dam/Spillway Inspection	4,489.82	4,650.00		160.18
6630 Spillway Repairs (Cum Maint Fund)	-	10,000.00	(10,000.00)	-
6640 Soil Testing IDEM	-	-	-	-
6650 Dredging Engineering	-	-	-	-
6661 Disposal Site Preparation	-	5,000.00	(5,000.00)	-
6662 Debt Service - Dredging Loan	67,702.88	46,000.00	21,750.00	47.12
6663 Silt Container, Barge Assembly etc	-	-	-	-
6670 Debt Service (Dredging Loan-Int.)	1,438.12	-	1,450.00	11.88
6680 Other Services and Charges	12.00	3,000.00	(2,950.00)	38.00
6681 Fireworks	6,500.00	7,000.00		500.00
6682 Ramp Repairs	-	-	-	-
<b>TOTAL OTHER SERVICE &amp; CHGS</b>	<b>128,084.26</b>	<b>142,250.00</b>	<b>(13,300.00)</b>	<b>865.74</b>
<b>GRAND TOTAL SERVICES &amp; CHARGES</b>	<b>248,788.54</b>	<b>257,225.00</b>	<b>(8,580.00)</b>	<b>1,856.46</b>
<b>OTHER CAPITAL OUTLAYS</b>				
<b>MACHINERY &amp; EQUIPMENT</b>				
6690 Office Equipment	-	0.00	-	-
6700 Computer Equip.	499.99	0.00	500.00	0.01
6701 Barge	-	0.00	-	-
6702 Push Boat	-	0.00	-	-
6703 Excavator & Buckets	-	0.00	-	-
6704 Off Road Truck	-	0.00	-	-
6705 Utility Truck	-	0.00	-	-
6706 Bulldozer	-	0.00	-	-
6710 Boat Dock	-	-	-	-
6720 Utility Vehicle	3,993.11	-	4,000.00	6.89
6730 Patrol Boat	-	-	-	-
6770 LLC/D Pick-up Truck	-	-	-	-
<b>TOTAL MACHINERY &amp; EQUIPMENT</b>	<b>4,493.10</b>	<b>-</b>	<b>4,500.00</b>	<b>6.90</b>
<b>OTHER CAPITAL OUTLAYS</b>				
6730 Patrol Boat/Trailer	-	-	-	-
6740 Weed Harvester	-	-	-	-
6750 Truck Payments 12 mos.	-	-	-	-
6760 Other Capital Outlays	-	-	-	-
<b>TOTAL OTHER CAPITAL OUTLAYS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL CAPITAL EXPENDITURES</b>	<b>4,493.10</b>	<b>-</b>	<b>4,500.00</b>	<b>6.90</b>
<b>TOTAL EXPENDITURES BUDGET</b>	<b>494,565.44</b>	<b>501,983.00</b>	<b>-</b>	<b>7,417.56</b>
<b>Excess Expenditures over Revenue</b>	<b>\$ (9,609.57)</b>	<b>\$ (39,183.00)</b>	<b>\$ -</b>	<b>\$ 29,573.43</b>



# Lake Lemon Conservancy District

Date December 31, 2014

## ALLOWANCE OF VOUCHERS

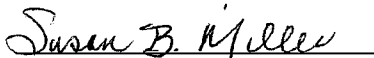
Lance Eberle  
Treasurer

### (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 \$48,883.15

Dated this 21<sup>st</sup> Day of January 2015

### 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



11:13 AM

01/13/15

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 December 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3291	12/1/2014	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	3292	12/8/2014	REPUBLIC SERVI...		1000 · Peoples Sta...		-28.99
				6480 · Trash		-28.99	28.99
TOTAL						-28.99	28.99
Check	3293	12/8/2014	THE HERALD TIMES		1000 · Peoples Sta...		-47.85
				6410 · Subscriptions		-47.85	47.85
TOTAL						-47.85	47.85
Check	3294	12/8/2014	BROWN CO DEM...		1000 · Peoples Sta...		-16.77
				6430 · Ads		-16.77	16.77
TOTAL						-16.77	16.77
Check	3295	12/8/2014	BLOOMINGTON H...		1000 · Peoples Sta...		-12.98
				6170 · Miscellaneou...		-12.98	12.98
TOTAL						-12.98	12.98
Check	3296	12/8/2014	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
				6300 · Accounting ...		-450.00	450.00
TOTAL						-450.00	450.00
Check	3297	12/8/2014	ALL ABOUT BOATS		1000 · Peoples Sta...		-956.50
				6250 · Boat/Weed ...		-30.00	30.00
				6520 · Boat		-926.50	926.50
TOTAL						-956.50	956.50
Check	3298	12/8/2014	STAPLES CREDIT ...		1000 · Peoples Sta...		-99.70
				6170 · Miscellaneou...		-99.70	99.70

## 2014 Treasurer's Annual Financial Report

### Income

1. Total Revenues are up **\$22,155.87 Year Ending 2014** when compared to budget.

Watercraft permits and launch fees were up \$18,241 as compared to budget. In addition, we did receive the \$5,000 grant from the State that was not anticipated. Sublease and Marina fees also were slightly above budget for the year end.

### Expenses

Total Expenses are **\$7,417.56 under** budget for year ending 2014. (Additional Appropriation of \$22,000.00 not needed)

1. Wages & Benefits **\$8,458.47 under budget year ending 2014**. Dredging salaries were \$12,160 under budget for the year. Lake Biologist was up \$4,400 over budget as we increased the hours during the course of the year.

2. Supplies **\$4,984.27 over budget**

- Spent \$7,855 over budget on dredging supplies and \$1,459 over budget on rip rap stone.
- Fuel cost came in \$5,384 under budget for the year
- Building and grounds was \$1,822 over budget for the year

3. Professional Services **\$14,719 over budget** (Paid \$30,541 for Bathymetry Report when budgeting only \$15,000)

4. Insurance **\$7,737.25 under budget**

5. Printing and Advertising **\$882.67 over budget** advertising of District Manager position

6. Utility Services **\$1,293.75 over budget** spent \$748 over budget on Port-O-Lets and \$226 over budget on trash

7. Other Services & Charges **\$14,165.74 under budget** (did not do spillway repairs that were budget for \$10,000; weed treatment came in \$11,688 under budget for the year)

8. Capital Outlays Purchased new utility vehicle (gator) and computer for total cash outlay of \$4,493 in 2014

### **2014 Income over Expenses**

Total Expenses 2014 Actual: \$494,565.44

Total Expenses 2014 Budget: \$501,983.00

Under Budget: + (\$7,417.56)

Net Ordinary Income 2014 Actual: \$484,955.87

Net Ordinary Income 2014 Budget: \$462,800.00

Over Budget: + (\$22,155.87)

**Total:** + (\$29,573.43)

Expense Budget 2014: \$501,983.00

Income Budget 2014: \$462,800.00

Budgeted Shortfall: - (\$39,183.00)

Expenses Actual 2014: \$494,565.44 (Includes \$5,000.00 CD)

Income Actual 2014: \$484,955.87

Subtotal Shortfall: - (\$9,609.57)

Purchase of CD: + (\$5,000.00)

**Net Loss:** - \$4,609.57

### **Account Balances as of December 31, 2014**

Checking Account: \$152,787.75

General Fund CD Account: \$216,008.85

Cumulative Maintenance Fund CD Account: \$76,796.67

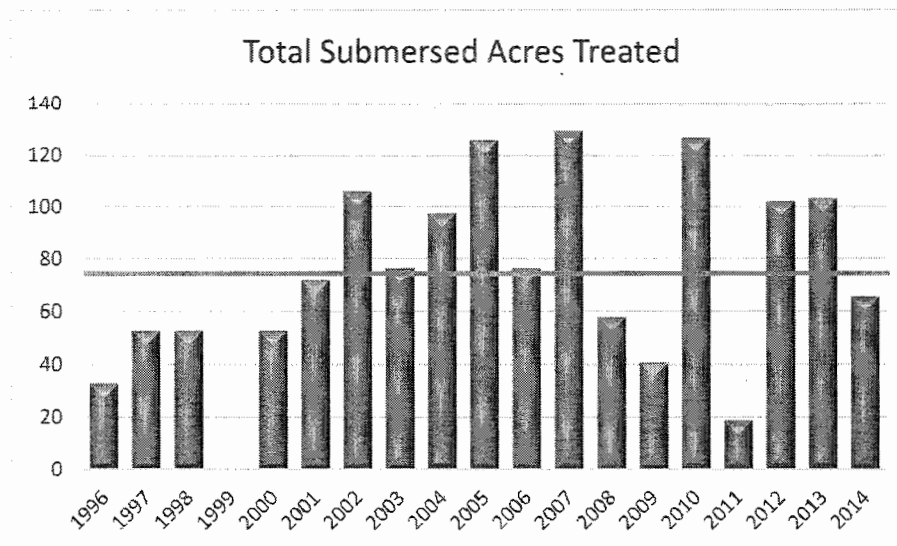
## Lake Lemon 2014 Aquatic Vegetation Management Plan Update

### Introduction & Treatment History

Lake Lemon is the 11<sup>th</sup> largest lake in Indiana covering 1,512 acres with an average depth of 9.5 feet. Aquatic vegetation can quickly reach nuisance levels in such a shallow reservoir. This dense vegetation negatively impacts boating, fishing, swimming, and property values. The invasive species Eurasian watermilfoil (*Myriophyllum spicatum*) has traditionally been the primary problem species within the lake. Eurasian watermilfoil typically covers between 100-400 acres of the Lake Lemon littoral zone, and reaches nuisance levels in many of these areas. Maintenance of the milfoil population began as far back as 1979 and has continued to present day. The Lake Lemon Conservancy District (LLCD) has headed up management efforts on the lake for the past several years. Table 1 outlines treatments completed since 1996.

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

	Acres of Milfoil, Coontail, and Pondweed Treated with Endothal	Acres of Milfoil Treated with Renovate	Total Submersed Acres Treated
1996	33.0	0.0	33.0
1997	53.0	0.0	53.0
1998	53.0	0.0	53.0
1999	0.0	0.0	0.0
2000	53.0	0.0	53.0
2001	72.0	0.0	72.0
2002	106.0	0.0	106.0
2003	0.0	76.5	76.5
2004	47.5	50.2	97.7
2005	0.0	126.0	126.0
2006	0.0	76.6	76.6
2007	76.5	52.8	129.3
2008	53.7	4.3	58.0
2009	28.7	12.2	40.9
2010	26.4	100.2	126.6
2011	18.7	0.0	18.7
2012	48.9	53.3	102.2
2013	38.8	64.7	103.5
2014	43.9	21.7	65.6



**Figure 1. Total submersed acres treated since 1996** (red line is average acreage treated since 1996).

#### 2014 Treatment Summary

LLCD received a 50% match \$5,000 grant from IDNR's LARE program for treatment of offshore milfoil areas in 2014. In past years, the lake was drawn down during the winter in order to allow for shoreline repairs and in an effort to control submersed vegetation. No drawdown was completed during the winter of 2013/2014. Despite the lack of a drawdown, submersed vegetation was less abundant in Lake Lemon in 2014. Very little growth was noted until late spring. This may have been due to a cold late arriving spring or treatment efforts from 2013, which controlled some rather large areas of milfoil in the upper end of the lake. An initial survey was delayed until June 9<sup>th</sup> and found very little offshore milfoil, but there were a few shallow areas that had nuisance levels of vegetation. A total of 33.8 acres of submersed vegetation along with 7.8 acres of spatterdock was treated on June 12<sup>th</sup> (Figure 2). A second treatment was completed on July 1<sup>st</sup>. A total of 17.1 acres of submersed vegetation was treated at this time (Figure 3). American lotus was treated on July 24<sup>th</sup> along with 4.6 acres of milfoil (Figure 4). A final application was completed on August 20<sup>th</sup> for control of 10.1 acres of submersed vegetation (Figure 5). American lotus areas were also touched up at this time. These treatments are summarized in Table 2. Since no offshore areas of milfoil needed treatment it was assumed that IDNR would not reimburse the grant amount. LLCD contacted IDNR and they agreed to take a look at the possibility of reimbursement for the shoreline Renovate treatments. At this time, IDNR has yet to respond to the request.

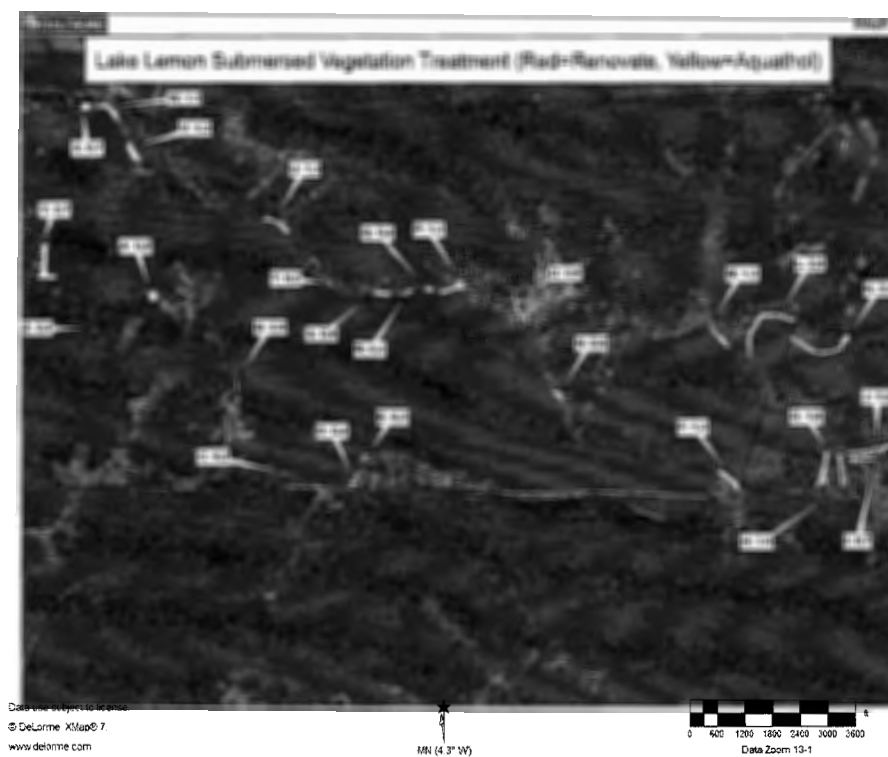


Figure 2. Lake Lemon submersed vegetation treatment, June 12, 2014.

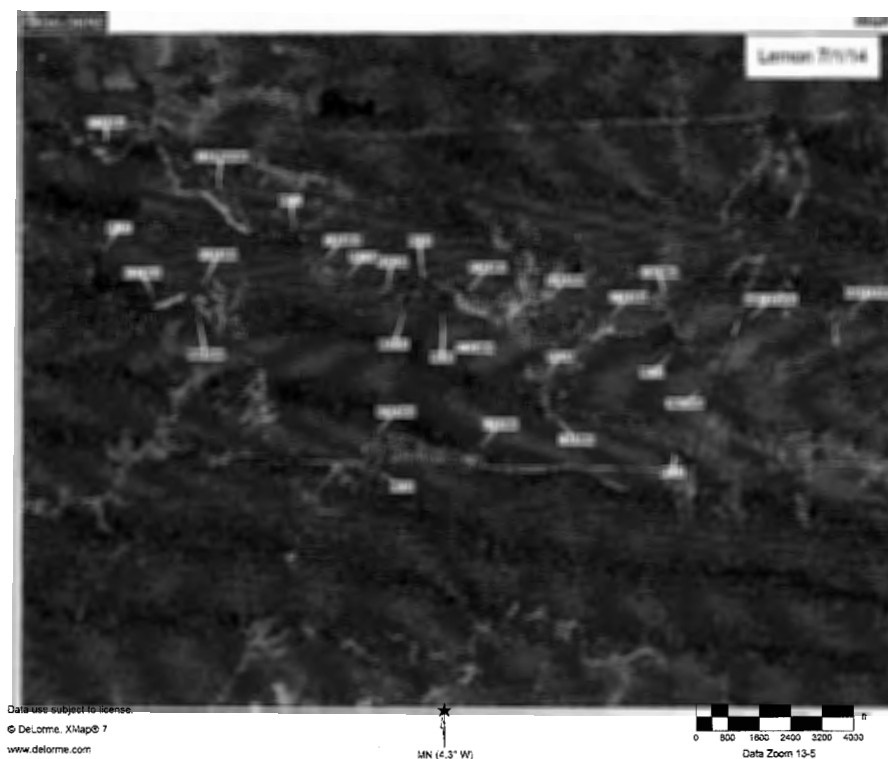


Figure 3. Lake Lemon treatment areas, July 1, 2014.

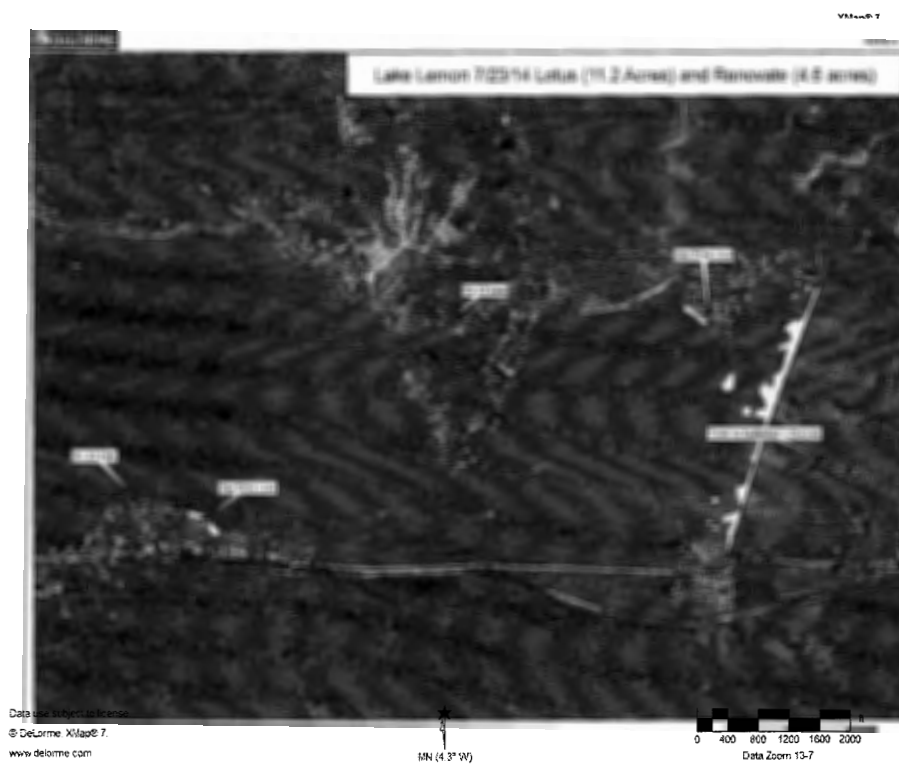


Figure 4. Lake Lemon treatment areas, July 24, 2014.

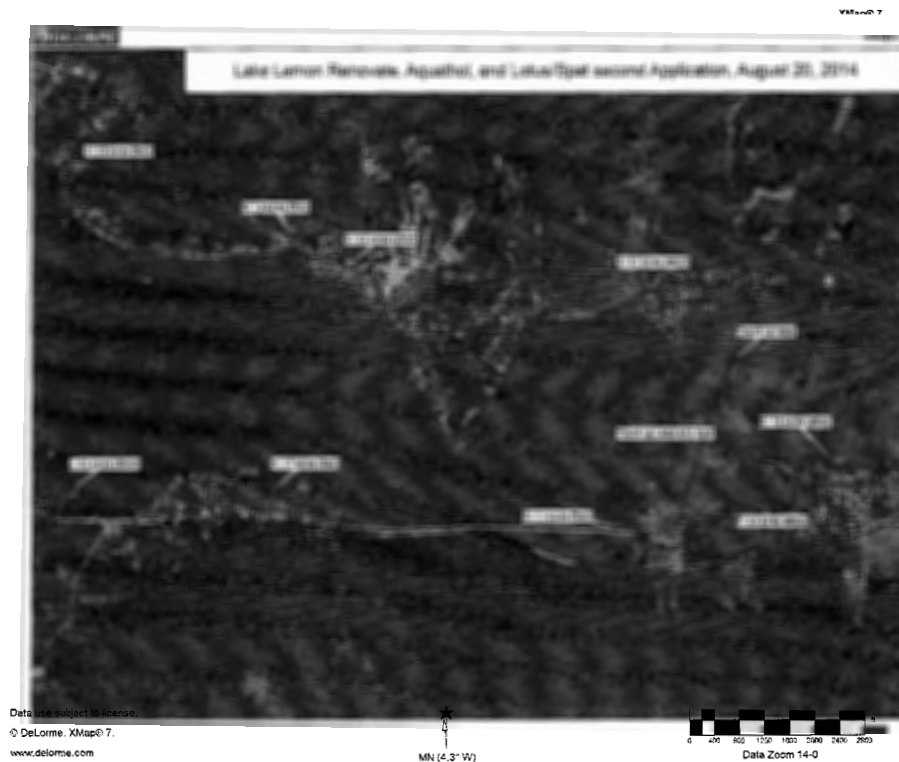


Figure 5. Lake Lemon treatment areas, August 20, 2014.

**Table 2. Lake Lemon, 2013 Treatment Summary**

Date	Acres Treated	Targeted Species	Products Applied
6/12/2014	41.6	Submersed (33.8) Spatterdock (7.8)	Aquathol, Renovate, and glyphosate
7/1/2014	17.1	Submersed	Aquathol and Renovate
7/24/2014	15.8	Lotus (11.2) Submersed (4.6)	Renovate and glyphosate
8/20/2014	10.1	Submersed	Aquathol, Renovate

### 2014 Action Plan and Budget

Since 2006, an average of 73.2 acres of submersed vegetation is treated on Lake Lemon. Only 65.6 acres was treated in 2014. Spring weather conditions and past treatments appear to play a significant role on the level of nuisance vegetation. It is expected that there will be some residual control of Eurasian watermilfoil in the areas where systemic herbicide was used. It is also expected that there will be regrowth of submersed vegetation where contact herbicides were applied and that there may be new areas of nuisance vegetative growth. If conditions are similar to 2014, there could be over 50 acres of dense milfoil in the spring of 2015. LARE funding may help offset some of these treatment expenses. LARE funds have been used in the past to control offshore areas when not enough funds were available from LLCD. Up to \$5,000 in LARE funds will likely be available again next season. If LARE funds are not available, LLCD will need to budget accordingly. Contact herbicide treatments should continue to be used in areas of mixed vegetation. The contact treatments should only focus on areas where lake access and boating lanes are impaired by plant growth. If control is needed before the Memorial Day Holiday, LLCD should expect re-growth by late summer if using contact herbicides. If milfoil is the dominant species in the nuisance areas, past results show that Renovate is the tool of choice, as the Conservancy gets far more bang for its buck (up to 2 years control with Renovate vs. a few months with contacts). The estimated costs for 2015 actions include \$30,000 for treatment of up to 57 acres with Renovate herbicide, \$20,000 for near-shore contact herbicide treatments where mixed plant populations occur. It is recommended that you request \$30,000 from LARE along with \$4,000 for an update to your Aquatic Vegetation Management Plan. Plant sampling should consist of a spring Invasive Species Mapping Survey and a summer Tier 2 survey. A proposed maintenance budget is illustrated in Table 3 below.

**Table 3. Updated Budget Estimate.**

	2015	2016	2017
Milfoil Treatments	\$30,000	\$30,000	\$10,000
Shoreline Nuisance Treatments (spatterdock, lotus, milfoil, coontail and pondweeds)	\$20,000	\$20,000	\$20,000
Vegetation Sampling & Plan Update	\$50,000	\$50,000	\$50,000





# *Lake Lemon Conservancy District*

## **OPERATING AGREEMENT** **LLCD AQUATIC VEGETATION CONTROL**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of January, 2015, by and between the Lake Lemon Conservancy District ("LLCD") and Aquatic Control, Inc. ("Independent Contractor"). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. The LLCD maintains Lake Lemon, which is owned by the City of Bloomington ("CBU") and leased to the LLCD, which lake requires continual upkeep and maintenance (hereinafter "Project"). The LLCD hereby retains Independent Contractor and Independent Contractor agrees to provide operating services, specifically including the treatment of submersed vegetation, American Lotus, and Spatterdock in Lake Lemon during the 2015 season on a schedule and as more specifically set forth on the Estimate for Services, attached hereto and by reference made a part hereof and marked as Exhibit "A."

2. Term. The Term shall be from March 1, 2015 to December 31, 2015.

3. Termination and Extension. Either party may terminate this Agreement by giving a five (5) day notice to the other party. This Agreement may be extended for additional one (1) year periods for a cumulative total of three (3) years upon the giving of written notice by LLCD at least sixty (60) days prior to the termination of the Agreement or any extensions thereof and so long as Independent Contractor maintains the same cost for services from year to year.

4. Payment for Services. For the entire contract term, LLCD shall pay Independent Contractor an estimated amount of Fifty Thousand Dollars (\$50,000.00), which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the Project. The charges invoiced by Independent Contractor shall be in accordance with the Custom Vegetation Management Program, as provided in Exhibit A for the actual acreage treated by Independent Contractor.

5. Reimbursement for Materials. If materials, in addition to those customarily provided by the Independent Contractor in conjunction with its work are required, LLCD shall reimburse Independent Contractor for such materials, so long as LLCD has approved such purchases in advance and provided its tax exemption number for such purchases.

6. Relationship of the Parties. Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of all labor, equipment, tools, and expenses in connection therewith and for any and all damages that may occur because of Independent Contractor's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Independent Contractor as the agent or representative of the LLCDC. Nothing in this Agreement shall prohibit Independent Contractor from engaging in work for anyone other than the LLCDC.

7. Insurance. Independent Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence. The LLCDC and CBU shall be included as additional named-insureds on the policy and Independent Contractor shall provide proof of insurance to LLCDC.

8. Liability. The LLCDC and Independent Contractor acknowledge and agree that the services to be performed by Independent Contractor under this Agreement are to be performed by it at its own risk and that Independent Contractor assumes all responsibility for any damages or injuries that may result from Independent Contractor's performance of services under this Agreement. Independent Contractor agrees to indemnify and hold harmless the LLCDC and CBU from any and all liability for any injuries (including death), damages, loss or claims, including attorney fees, based upon, arising out of, or in any manner connected with Independent Contractor's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Independent Contractor shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, liability insurance and Workers' Compensation insurance.

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

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

11. Assignment. The Independent Contractor's obligations under this Agreement may not be assigned or transferred without the prior written consent of the LLCDC.

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

13. Entire Agreement. This Agreement constitutes the entire contract between the parties. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement, or may modify, enlarge, or invalidate this Agreement.

or any provisions of it. This Agreement may not be amended, supplemented, or modified except by a written document signed by the LLCD and Independent Contractor.

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

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

**Lake Lemon Conservancy District:**

**Independent Contractor:**

By: \_\_\_\_\_  
By: John Schell  
Its: Chairman, Board of Directors

\_\_\_\_\_  
Aquatic Control, Inc.  
By: Nathan W. Long  
Its: Vice President

Prepared by:  
Angela F. Parker, Attorney-at-Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 West 7th Street, Ste. 104, P. O. Box 2639  
Bloomington, IN 47402-2639

267285/11820

## Exhibit "A"

VEGETATION MANAGEMENT

LAKE SURVEYS

FISH MANAGEMENT



Phone 812-497-2410

Fax 812-497-2460

PROFESSIONAL CONSULTANTS

FOUNTAINS

AERATION SYSTEMS

Proposal No.: 175935

Created : 11/25/2014

Company ID : 1026

Contact ID : 1026

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

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

Invoices will be mailed to:  
Lake Lemon Conservancy District  
7599 North Tunnel Road  
Unionville, IN 47468

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

**Program Specifications:**

Aquatic Control, Inc. will provide licensed aquatic applicators and equipment to complete the treatment of submersed vegetation, American lotus, and spatterdock in Lake Lemon during the 2015 season at a per acre cost as listed below. In addition, Aquatic Control will complete an initial plant survey of the lake in order to determine treatment areas. Per acre treatment cost includes registered aquatic herbicides, certified aquatic applicators, initial mapping to determine treatment areas, and a guarantee of 90% control of vegetation present at the time of application. If 90% control of target species is not achieved within 14 days of application an evaluation of control and retreatment will be made by Aquatic Control at no additional charge. Regrowth of submersed vegetation may occur following treatment. Additional treatments of this vegetation will incur additional charges.

American Lotus and Spatterdock Application Cost: \$366.00/acre and includes an initial treatment along with a touch-up treatment 2-3 weeks later.

Aquathol/Reward Submersed Vegetation Application Charge: <10.0 acres - \$525.00/acre; 10.0-20.0 acres - \$479/acre; >20.0 acres - \$439/acre

Renovate/Systemic Milfoil Control <10.0 acres-\$612/acre; >10.0 acres-\$545/acre.

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

Client will only be billed on a per/acre basis. Price listed below is an estimate for the 2015 season.

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

Nontaxable ☐ Tax Rate 0.000%

**Payment Options: (Please check choice)**

☐ Net 30

**Precautions for water use following treatments:**

May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used with a maximum of 24 hours on swimming, 14 days for livestock watering, 14 days for domestic use, and 30 days irrigation. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

**Terms:**

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

Authorized Signature: Nathan W. Long

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

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

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



## *Lake Lemon Conservancy District*

**To: LLCD Board of Directors**  
**From: Tina Thrasher, Chairperson: Dredging Study Group**  
**Director: Sub Area VII**  
**Subject: Recommendation**  
**Date: January 17, 2015**

**The Dredging Study Group (DSG) met on Saturday, January 17, 2015 at the LLCD Office, and at the conclusion of this meeting, made the below recommendation for consideration by the LLCD Board of Directors at it's upcoming meeting on January 21<sup>st</sup>, 2015.**

### **I. Sediment Removal Area Maps**

- a. Image Matters has provided a new 2014 Sediment Depth Map of the entire reservoir.
- b. Sediment Area Maps based on service zone
  - i. Three sample maps depicting each service zone are available for review.
  - ii. Sediment Area maps will provide a blown up version of the service zone depicting the acreage and 1-ft bathymetric contours. These maps will also show a comparison of sediment in 2003 and 2014. If the area has been previously dredged the year and amount of material will be recorded.
- c. The DSG recommends to the Board to review the Sediment Removal Area Maps and approve the production of the 68 maps with the information above. Any design or informational changes can be made at this time.

### **II. Purchase of a Small Barge**

- a. At the September 18, 2013 Board Meeting, the DSG recommended the purchase of a small barge. The Board, by consensus, advised the DSG to continue studying the building of a smaller barge and proceeding with the process of having a new sedimentation/bathymetry study completed. No official motion to build a barge was made at this meeting.
- b. At the May 21, 2014 Board Meeting, the Board approved contracts with Image Matters and ReMetrix for the completion of the bathymetric and sediment study.

- c. At the June 21, 2014 Board Meeting, the Board approved a \$200,000.00 loan for the purchase of a barge, excavator, and motor(s).
- d. At the July 19, 2014 Board Meeting, the Board approved to have a consultant design and oversee the construction of a barge.
- e. No further action towards the purchase of small barge was made until the completion of the Bathymetry and Sediment Analysis Report.
- f. The 2014 Bathymetric and Sediment Analysis is now completed. This study shows the dredged channels are holding up well with a few exceptions. These channels will always require some maintenance. The study shows the magnitude of the sediment entering the lake and it is making a noticeable difference in the bay East of Reed Point.
  - i. With this study completed the DSG will develop a 5 year and 10 year SRP plan. This will tentatively be presented at the March 18, 2015.
    - 1. The 5 year plan might include a recommendation to revise the sediment removal area priority list for each district.
    - 2. The 10 year plan will include long term goals. (Restoring the bay East of Reed Point, Remediation/Preventative measures, Potential increase in funding for the SRP, Options for mass removal of sediment, etc.)
- g. The DSG recommends, with the bathymetry report completed, the Board give permission to the DSG to follow through with the purchase of a small barge. The LLCB would first bid out the purchase of an excavator followed by the barge and motor(s). The entire purchasing process will take several months. In order to get the process moving, the DSG is seeking approval at the January 21, 2015 Board Meeting.

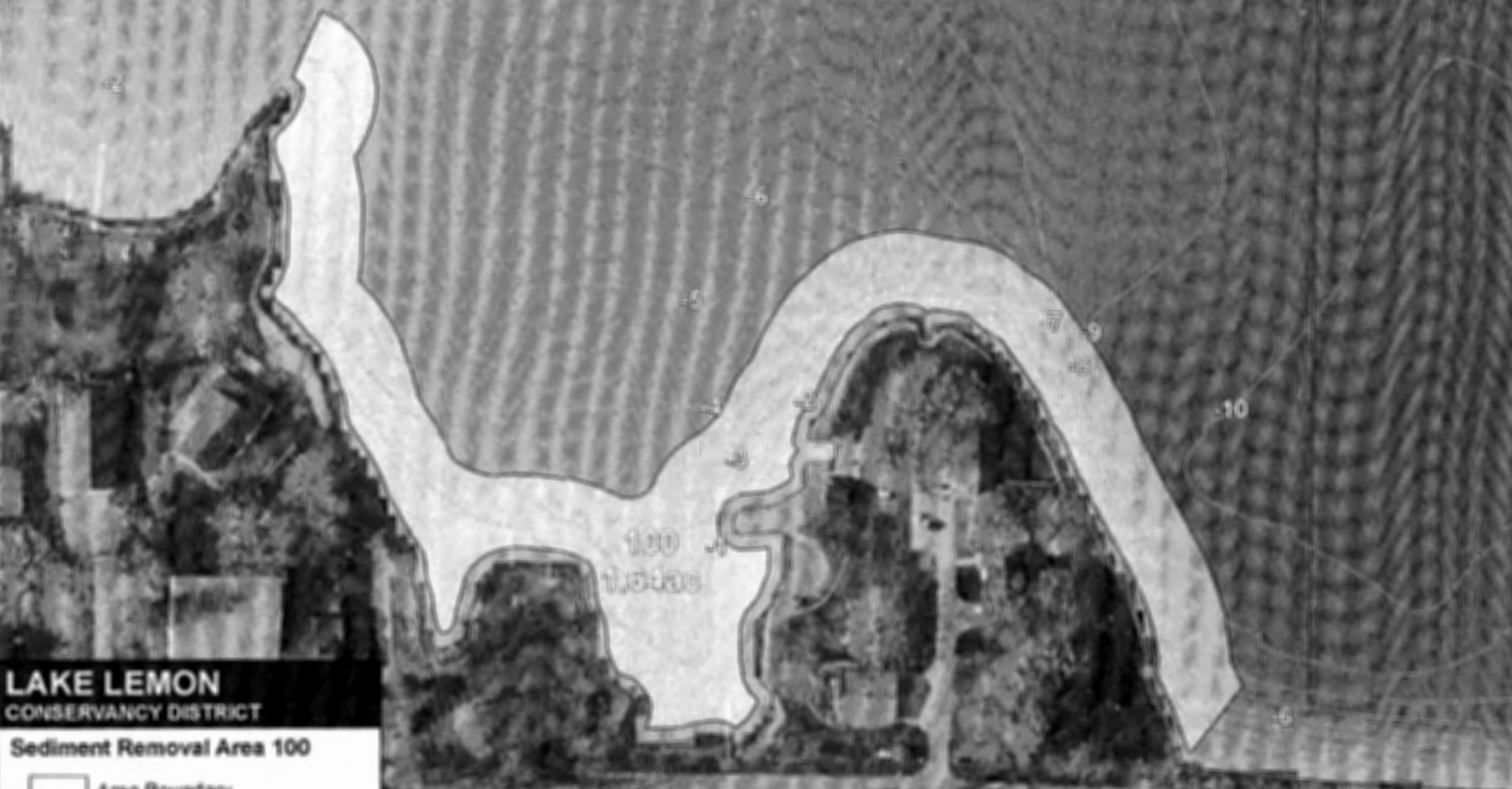
### **III. Removal of Sediment: Possum Trot Disposal Site**

- a. On Tuesday, January 20, 2015 John Langley, City of Bloomington Utilities Department Deputy Director, advised the CBU has given the LLCB permission to start the process of giving away/selling the CBU sediment deposited at the possum trot disposal site.
- b. The DSG recommends to the LLCB Board to give official approval to start the process of giving away/selling the material.

# Lake Lemon Conservancy District

Sediment Removal Area Maps

January 2015



**LAKE LEMON**  
CONSERVANCY DISTRICT

**Sediment Removal Area 100**

- Area Boundary
- Shoreline (2014)
- Depth Contour (1ft)

0 40 80 160 Feet



**2003-2014 Calculated Acreage and Sediment Volume**

ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2014-2003	Sediment Dredged (cubic yds)	Year Dredged
100	4	Dock Access	1.70	1.64	2,112	4,337	2,225	-	-





**LAKE LEMON**  
CONSERVANCY DISTRICT

**Sediment Removal Area 208**

Area Boundary  
 Shoreline (2014)  
 Depth Contour (1ft)

0 60 120 240 Feet

N




2003-2014 Calculated Acreage and Sediment Volume									
ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2014-2003	Sediment Dredged (cubic yds)	Year Dredged
208	5	Boating Safety	5.70	5.70	1,049	973	-76	4,200 3,345	2006 2011





**LAKE LEMON**  
CONSERVANCY DISTRICT

**Sediment Removal Area 304**

-  Area Boundary
-  Shoreline (2014)
-  Depth Contour (1ft)



2003-2014 Calculated Acreage and Sediment Volume									
ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2014-2003	Sediment Dredged (cubic yds)	Year Dredged
304	5	Boating Channel	4.43	4.42	13,183	3,185	-9,998	5,220 1,990 8,400	2006 2010 2013

## **PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by and between Lake Lemon Conservancy District (hereinafter "LLCD") and Eppley Institute for Parks and Public Lands (an educational institution organized under the laws of the State of Indiana by the Trustees of Indiana University) (hereinafter "Eppley"):

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

1. Services to be performed: Eppley will use reasonable efforts to perform the experiments and studies described in the service proposal entitled "Conceptual Approach to Lake Lemon Conservancy District Landowner Survey" which is attached as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Service Project").

The Service Project will be performed under the direction of Stephen A. Wolter, Executive Director, Eppley Institute for Parks and Public Lands. In the event he is unable or willing to continue with the Service Project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Paragraph 11.

2. Term and Reporting. All work shall commence on January 21<sup>st</sup>, 2015 and shall be completed by Eppley on or by April 30, 2015, unless terminated consistent with the other provisions of this Agreement.
3. Payment: LLCD will pay Eppley \$1,000.00, exclusive of reproduction and mailing costs, in consideration for the Service Project. Payments will be made in accordance with the schedule attached as Exhibit "B" and is incorporated herein by reference. Checks will be payable to Indiana University, referring to this Agreement, and will be sent by mail to the Eppley Institute for Parks & Public Lands, 501 N. Morton Street, Suite 101, Bloomington, IN 47404.
4. LLCD's Obligation: LLCD will provide Eppley access to the individuals necessary to carry out its work on this Project.
5. Publications. LLCD acknowledges that the free dissemination of information is an important policy of Eppley. No restrictions are acceptable that limit the use and distribution of any Eppley student's research and/or thesis conducted in conjunction with his/her academic program. In accordance with its policies, Eppley may retain a copy of the data arising out of the performance of this Service Project, and retains the right to use such data or results for its own publication, presentation, instructional or non-commercial research objectives provided that the publication, presentation or use does not disclose any Confidential Information furnished by LLCD under Paragraph 11 (and defined therein). Eppley agrees that any proposed publication or presentation relating to the Service Project conducted under this Agreement will be submitted to LLCD for review at least thirty (30) days prior to submission for publication or

presentation to remove Confidential Information. As such, the scope of Confidential Information in this publication context does not include the results arising out of the performance of this Agreement. In the event that the proposed publication or presentation contains patentable subject matter which needs protection, Eppley will, upon written request from LLCD within the initial thirty (30) day review period, delay the publication or presentation for a maximum of an additional 90 days to allow LLCD or Eppley to file a patent application.

6. Intellectual Property.

- 6.1 Eppley will promptly disclose to LLCD all developments and inventions, whether or not patentable, conceived or first reduced to practice as a result of this Service Project (hereinafter referred to as "Inventions").
- 6.2 Eppley hereby grants to LLCD the first option for a worldwide, exclusive, royalty bearing license to make, use, and sell with a right to sublicense, Inventions. The terms of such license will be reasonable in the circumstances and will be negotiated in good faith between LLCD and Eppley. The option to license any invention will extend for a time period of six (6) months from the date of its original disclosure to LLCD.
- 6.3 Title to, and the right to determine the disposition of, any copyrights or copyrightable material, first produced or composed in the performance of this Service Project, shall remain with the Eppley.
- 6.4 The parties shall not disclose or record this Agreement or an excerpt of this Agreement in the U.S. Patent Office unless the party wishing to make such recordation obtains the prior written permission of the other party.

7. Confidentiality.

- 7.1 Eppley acknowledges that LLCD may, prior to and during the term of this Agreement, provide Eppley with scientific, technical, trade secret, business, or other information which is treated by LLCD as confidential or proprietary (hereinafter referred to as "Confidential Information"). In recognition that Eppley is a non-commercial, academic institution, LLCD agrees to limit to the extent possible the delivery of confidential information to Eppley. Both parties agree that in order to ensure that each party understands which information is deemed to be confidential, all Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. Eppley shall hold such Confidential Information in strict confidence and shall treat such information in the same manner as it treats its own confidential information. The Eppley retains the right to refuse to accept any such information or data from LLCD which it does not consider

to be essential to the completion of the Service Project or which it believes to be improperly designated, for any reason. The Confidential Information provided to Eppley by LLCD will remain the property of LLCD, and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

7.2 The obligation of Eppley to maintain Confidential Information under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure.

7.3 The obligation of non-disclosure will not apply to any part of the Information that:

- (a) is already known to Eppley prior to the effective date, as evidenced by Eppley's records;
- (b) becomes publicly known without the wrongful act or breach of this Agreement by Eppley;
- (c) has been or is disclosed to Eppley by a third party who was not, or is not, under any obligation of confidence or secrecy to LLCD at the time said third party discloses to Eppley, or has the legal right to do so;
- (d) is developed independently by employees of Eppley who had no access to or knowledge of the Information, as evidenced by Eppley's records;
- (e) is approved for release by written authorization of LLCD;
- (f) is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided Eppley promptly notifies LLCD, if reasonably practical or possible, in writing of such lawful disclosure.

8. Relationship of the Parties: Eppley is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of all labor, equipment, tools, and expenses in connection therewith and for any and all damages that may occur because of Eppley's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Eppley as the agent or representative of the LLCD.

9. Liability. The LLCD and Eppley acknowledge and agree that the services to be performed by Eppley under this Agreement are to be performed by Eppley at its own risk and that it assumes all responsibility for any damages or injuries that may result from its performance of services under this Agreement. Eppley agrees to indemnify and hold harmless the LLCD from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with its services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage.

Provided, however, Eppley's obligation to hold LLCD harmless and indemnify shall be limited to the exposure of and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, exemption from punitive damages, the ability to defeat a claim by reason of contributory negligence or fault of claimant), so that Indiana University's liability to hold harmless shall not exceed what might have been its liability to any claimant after all appropriate defenses had been raised by Indiana University. Eppley shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, equipment, materials, liability insurance and Workers' Compensation insurance, as required by law.

10. Tax Liability. Eppley shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to the services under this Agreement. The LLCD shall issue IRS Form 1099 to Eppley for sums paid by this Agreement.
11. Termination. If a party breaches this Agreement, then the Agreement may be terminated by written notice of the non-breaching party. The breaching party shall have fifteen (15) days to cure such breach upon receipt of notice.
12. 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.
13. Addresses: Payments and other notices shall be provided to Eppley Institute for Parks and Public Lands at 501 N. Morton Street, Suite 101, Bloomington, IN 47404. Invoices and other notices shall be provided to LLCD, Attention: Robert Madden, at 7599 N. Tunnel Road, Unionville, IN 47468.
14. Severability: In the event any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement.
15. Choice of Law and Venue: The terms and provisions of this Agreement shall be construed in accordance with Indiana law. The parties waive trial by jury for any dispute arising out of this Agreement. The parties hereby stipulate that Monroe County, Indiana shall be the sole and exclusive venue for any dispute arising from this Agreement.

SO AGREED ON THE DATE STATED BELOW:

EPPLEY INSTITUTE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen A. Wolter, Executive Director

LAKE LEMON CONSERVANCY DISTRICT

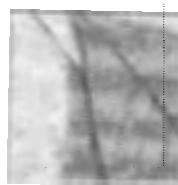
Dated: \_\_\_\_\_

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

This Instrument Prepared By:  
Angela F. Parker, Attorney at Law  
CARMINPARKER, PC  
116 West 6<sup>th</sup> Street, Suite 116, P.O. Box 2639  
Bloomington, IN 47402-2639  
Telephone: (812) 332-6556

# CONCEPTUAL APPROACH LAKE LEMON CONSERVANCY DISTRICT LANDOWNER SURVEY

October 29, 2014



Eppley Institute for Parks & Public Lands  
Indiana University  
501 North Morton Street, Suite 101  
Bloomington, IN 47404  
[www.eppley.org](http://www.eppley.org)

EXHIBIT A





### The Eppley Institute

The Eppley Institute for Parks and Public Lands specializes in technical assistance, research, and training programs for parks, recreation, and public lands agencies. These services focus on building capacity in our partner organizations, and on organizational long range, comprehensive, and strategic planning.

Eppley is uniquely qualified to assist the Lake Lemon Conservation District in addressing the LLCD's need to determine District landowner's opinions related to resource management levels and costs. This conceptual approach document outlines a possible collaboration between the Lake Lemon Conservation District and the Eppley Institute for Parks and Public Lands.

Each of the Eppley Institute's projects are designed to meet the partner's specific needs. We not only understand, but strongly advocate for, the integral role that parks and recreation serves in communities. Our research and design services fit the needs of the Lake Lemon Conservancy District, and designing a nimble and effective survey to gather public input on the Conservancy District's options is well within our interest and expertise. The Institute's approach to data collection and public input is grounded in principles of sound social science research methodology and employs the most current technology to enhance participation and response.

### Lake Lemon Conservancy District

Lake Lemon has been a part of the Bloomington and Nashville communities for over 50 years. With its unique opportunities for recreation, its dedicated residential community, and ties to area organizations such as Indiana University and the Boys and Girls Club, Lake Lemon's natural resources and recreational opportunities support an important and valuable component of the Monroe/Brown County culture. With the formation of a Conservancy District (LLCD), the landowners of Lake Lemon took steps to actively manage their valuable resource as a regional recreational asset.

Based on a conversation with the current LLCD manager, it is the Institute's understanding that management activities on the lake are inadequate to support the current recreational use and health of the lake. Intensive management activities, specifically dredging, must be employed to address the sedimentation of the lake common to dammed reservoirs in the area. The dredging activity necessary for maintaining Lake Lemon's water quality, aquatic health, and recreational experience will require increased revenue generation, either through an increased tax rate or other revenue generating sources. The property owners of the LLCD would be directly affected by changes to the current level and/or structure of revenue collection. Therefore, the LLCD and specifically the manager, would like to survey the Lake Lemon community to ascertain the level of support for these activities and funding.



### The Need and Eppley's Approach

Lake Lemon Conservation District needs a scientific, reliable, and valid survey of District landowners to determine the community's commitment to enhanced funding and services at Lake Lemon. The Eppley Institute's approach uses multiple methods to meet this need.

Several options are available for gathering public input and measuring opinion across a community. The Eppley Institute utilizes a multi-step approach to research projects in order to ensure that the process and results meet the needs of our partner. This approach includes:

- Dedicated project manager for life of project
- Analysis and summary of research needs
- Applicable literature review
- Stakeholder interviews and analysis
- Construction of a methodology framework
- Instrument development and testing
- Data collection and analysis
- Final report delivery

LLCD has expressed a need for an accelerated timeline, and has indicated an ability to provide reasonably accurate contact information for the population of interest in data collection. In addition, the LLCD has a limited budget and a population with varied levels of access to online survey instruments. These, and other factors shape Eppley's proposed options for surveying the Lake Lemon community on options for funding aquatic management practices on the lake. The proposed LLCD Landowner Survey methodology could include the following activities as determined by the Institute and the Board of the LLCD.

#### Phone interviews

Eppley staff would conduct brief interviews with key stakeholders, including the LLCD Board and Manager, to ascertain the most important issues pertaining to resource management, LLCD mandates, the Lake Lemon community, and the specific information needs of this project.

#### Fact sheet

Eppley will create a brief description of the issues involved and the options facing the LLCD in terms of managing the resource. This sheet could be posted on the LLCD website, distributed at a public meeting, and/or sent to landowners via direct mailing.

#### Invitation

A postcard or similar announcement of the survey and specific instructions on how to participate, either on line or by requesting a mailed copy of the questionnaire, will be created by the Eppley Institute.

#### Online survey instrument

Indiana University supports a state-of-the-art online survey administration software program called Qualtrics. Using this software, a dedicated URL will be created for the questionnaire to be completed by population of interest, in this case Lake Lemon property owners. As stated earlier, paper copies will be made available to those who prefer that format.

#### Results and recommendations report

A report containing study methodology, basic descriptive statistics, analysis of the findings, and subsequent recommendations will be provided to the LLCC Board and Manager.

#### Proposed timeline

The project will take approximately three to four months to complete. It is understood that the final report is desired by the end of February 2015. The specific timeline and schedule will be dependent on the timely involvement, review, and approval of project deliverables.

#### Probable Cost

As part of Indiana University and the Bloomington community, the Eppley Institute appreciates the impact of Lake Lemon and its community on the surrounding area. Eppley anticipates maintaining a minimum expenditure profile with this project. Therefore, in support of staff time a reimbursement of \$1,000 would be made to the Eppley Institute by the LLCD. All reproduction and mailing costs associated with the survey project will be paid by LLCD.

#### Concluding Remarks

The Eppley Institute is enthusiastic about the opportunity to contribute to the success of the Lake Lemon Conservancy District. The project team will make all necessary arrangements to accommodate this engagement with priority.

Further questions, requests for clarification, and/or response to this proposal should be directed to:

Stephen A. Wolter, Executive Director  
Eppley Institute for Parks & Public Lands, Indiana University  
812.855.7083 sawolter@indiana.edu



# LAKE LEMON CONSERVANCY DISTRICT LANDOWNER SURVEY

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## Work Breakdown Schedule

The following dates are presented as intended completion dates for the associated activities and deliverables. All parties will make every effort to accommodate the schedule, with the understanding that a delay on in one phase may necessarily delay subsequent deadlines.

	Project Phase / Deliverable	Completed before:
1.0	Project Initiation Meeting	
	Defining Research Needs	Jan 31, 2015
	Defining Population	Jan 31
2.0	Analysis and Research	
	Draft Research Protocol	Feb 15
	Draft Instrument	Feb 28
3.0	Implementation	Mar 5
	Collection & Analysis	Mar 31
	Data input/monitoring	April 15
	Preliminary Analysis	April 15
4.0	Reporting	
	Draft Report	April 22
	Presentation and/or Partner Review of Final Report	April 30

EXHIBIT B

21



# *Lake Lemon Conservancy District*

## **EXTENSION AGREEMENT** **LLCD MOWING**

This Extension Agreement is entered into by and between N. Anderson Excavating & Lawn Care LLC. ("INDEPENDENT CONTRACTOR") and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD") this 21<sup>st</sup> day of January, 2015. The parties agree as follows:

1. Pursuant to Section 3 of the OPERATING AGREEMENT: LLCD MOWING ("Agreement") between the parties, dated March 16, 2011, the Agreement may be renewed under the same terms and conditions for successive one (1) year periods for a cumulative total of four (4) years, so long as INDEPENDENT CONTRACTOR maintains the same cost for services from year to year, by LLCD giving notice of renewal, in writing, to INDEPENDENT CONTRACTOR. By this Extension Agreement, notice of renewal is herein provided by LLCD and accepted by INDEPENDENT CONTRACTOR and the AGREEMENT is hereby extended for a one (1) year term to commence on April 1, 2015 and end on December 1, 2015, except if terminated as provided by the Agreement.
2. Payment for Services: For the entire extension agreement term, LLCD shall pay INDPENEDENT CONTRACTOR a total of Ten Thousand Eight Hundred Seventy Five Dollars Zero Cents (\$10,875.00) for services, which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the project.
3. All terms and conditions of original Operating Agreement: LLCD Mowing, dated March 16, 2011 remain in full force and effect except as amended herein.

So Agreed on the date first written above.

LAKE LEMON CONSERVANCY DISTRICT

INDEPENDENT CONTRACTOR

\_\_\_\_\_  
John Schell, Chairman  
Board of Directors

\_\_\_\_\_  
Nathan Anderson  
N. Anderson Excavating & Lawn Care LLC.

Prepared by:  
Angela F. Parker, Attorney-at-Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 West 7th Street, Ste. 104, P. O. Box 2639  
Bloomington, IN 47402-2639

266221/11820-32

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



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into this 21<sup>st</sup> day of January, 2015, by and between the Lake Lemon Conservancy District (hereinafter "District") and **Sky Magic Pyrotechnics Inc.** (hereinafter "Contractor") as follows:

1. District agrees to contract with the Contractor for the following services:  
  
Conduct the Lake Lemon Conservancy District's 2015 and 2016 Independence Day Fireworks Celebration. See Contractor Proposal (Attachment "A").
2. District agrees to Contract with the Contractor for the following period of time:  
  
July 3, 2015 (Show Date)    2016- To Be Determined  
July 4, 2015 (Rain Date)
3. Contractor is deemed an Independent Contractor and is not considered to be an employee of the District. As such, Contractor acknowledges that **no withholding** for the Federal, State or Local Income Taxes **will be made** and **he/she is responsible** for all tax liabilities. Contractor also acknowledges that the District **does not provide insurance** for Independent Contractors, and **that Contractors must furnish and provide proof, if requested, of its own liability, automobile, worker's compensation and other applicable insurance.**
4. Contractor shall provide **all necessary** licenses, permits and evidence of certification or ability to perform the above duties as shall be reasonably required by the District.
5. District agrees to pay Contractor the Total Sum of \$6,500.00 for 2015 and \$6,500.00 for 2016. Upon completion of the event, each year the District shall pay contractor within 30 days of receipt of invoice.

**Professional Services Agreement – Continued**  
**Page 2**

6. No portion of this Agreement shall be assigned by Contractor except with the written consent of the District.
7. Contractor agrees to **indemnify and hold harmless** the District, and its respective officials, employees, agents and independent Contractors from and against any and all losses, costs (including reasonable attorney fees) and liabilities which arise out of Contractor's acts or omission while Contractor is performing the services contracted for herein.
8. Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of five million dollars (\$5,000,000.00) per occurrence. The District and City of Bloomington Utilities Department shall be included as **additional named – insureds** on the policy and contractor shall provide proof of insurance.
9. Contractor agrees not to discriminate against any person in the performance of this Agreement because of race, religion, color, sex, handicap, national origin or ancestry, age, residency, Disabled Veteran Status or Vietnam Era Veteran Status.
10. In all cases where Contractor is required to notify District for any purpose, Contractor shall notify the LLCD Manager, at 812-334-0233.
11. This Agreement represents the entire Contract between the parties.
12. Special provisions: See Attachment "A" Contractor's Proposal

Lake Lemon Conservancy District  
"District"

"Contractor"

Signed	_____	Signed	_____
Print	_____	Print	_____
Title	_____	Date	_____
Date	_____	Address	_____
			_____
		Phone	_____



Western Indiana  
Home Office  
2749 E CR 1200 N  
Brazil, IN 47834  
800-245-7976

Central Indiana 6131 Linda Lane Indianapolis, IN 46241 317-731-2097 Fax: 866-407-3338	Northern Indiana 733 Pellston Court Ft. Wayne, IN 46825 260-255-6079 <a href="mailto:info@skymagicpyro.com">info@skymagicpyro.com</a>
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Proposal for  
Lake Lemon Conservancy District  
15-16, Unionville, IN  
\$6,500

Sky Magic Price Lock  
Guarantee. Prices Retained at  
2014 Prices for the  
2015-2016 Term.

**In Addition**

50% Extra Finale Shells Added  
Free in 2015 as a Special Gift  
From Us!

Sky Magic Pyro must receive contract  
back signed by **Jan 31<sup>st</sup> 2015.**

**Pre Show Shells**

8 - 3" Titanium Salutes Extra Bright: Loud concussion and bright silver flash.

**Grand Opening and Mixed Within Display**

81'S Red Chrys w/ Coco Pistil, Whistle, **Titanium Salute**

Brocade & Bouquet 100 shot Gold Brocade Mines to Willows w/ Large Beautiful Very Full Willow Breaks

Beautiful Time 88 shot Red, Green & Purple Pearls to Palm

Silver Chrys w/ Palm Pistil 49 shot Red Tail to Red palm with Crackling; Green Tail to Green Palm and  
Golden Rain & Blue Tail to Silver palm w/ Crackling

Silver Chrys w/ Palm Pistil 49 shot Red Tail to Red palm with Crackling; Green Tail to Green Palm and  
Golden Rain & Blue Tail to Silver palm w/ Crackling

**Three Inch**

12 - 3" Titanium Salutes Extra Bright: Loud concussion and bright silver flash.

6 - 3" High Quality Fancy Canister Style Shells to Include: Red Peony w/Whistling or 7 Salutes, Color  
Peony w/Whistling or Silver Spinner, Blue Peony w/Silver Spinner or 5 Salutes, European Pink Peony  
w/7 Salutes, Sea Blue Peony w/7 Salutes, Sea Green to Gold

6 - 3" High Quality Multiple Break Fancy Imported Style Shells to Include: Red & Silver Peanut, Red & Red  
Peanut, Purple & Yellow Peanut

34 - 3" High Quality Fancy Imported Style Shells to Include: Brocade Crown, Golden Kamuro, Dragons  
Eggs, Glittering Silver, Green Coconut Tree, Golden Willow, White Flashing, Silver Wave to Red,  
Strobes w/Green Dahlia, Silver Crown, ect.

12 - 3" Multicolored Peony and Chrysanthemum



25 - 3" American Made High Quality Fairy Flower Effects and or Comets: White Flashing with Silver Spinners, Golden Kamuro with Blue Fish, Glittering Silver and Green Bees, Electric Green with Coconut Break, Golden Willow and Purple, Silver Wave to Red to Blue, Strobes w/Green Dahlia, Silver Crown, Dragons Eggs and Green and Bright Red and more...(shot from 3"mortar)

#### **Four Inch**

12 - 4" Floral Mines of Vivid Colors to Include: Silver, Blue, Red, Green, Glittering Crossette

5 - 4" American Made Specialty Shells to Include: Silver Flash to Snowball, Fish and Whistles, Artillery, Gold Crossette, Silver Crossette, Dragons Breath, Whistle Battle, Serpents and Stars, Whistles and Stars

8 - 4" High Quality Pattern Style Shells to Include: Assorted Color Rings, Double Rings, Crossette Rings, Assorted Heart and Star Shapes

20 - 4" High Quality Fancy Imported Style Shells to Include: Brocade Crown, Orange & Silver Serpents, Golden Kamuro, Silver Bees, Glittering Blue, Red Fish w/Silver Ring, Purple to Time Rain, Golden Crossette, Yellow Golden Willow, Purple Bees,

18 - 4" High Quality Single Color Shells to Include: Red, Blue, Green, Yellow, Purple, Silver, Gold

25 - 4" American Made High Quality Fairy Flower Effects and or Comets: White Flashing with Silver Spinners, Golden Kamuro with Blue Fish, Glittering Silver and Green Bees, Electric Green with Coconut Break, Golden Willow and Purple, Silver Wave to Red to Blue, Strobes w/Green Dahlia, Silver Crown, Dragons Eggs and Green and Bright Red and more...(shot from 4"mortar)

#### **Five Inch**

5 - 5" High Quality Color Rings Pattern Barrage

5 - 5" High Quality Falling Leaves Shell in Red, Blue, Green: An effect that falls through the sky. Looks like leaves falling in the sky.

5 - 5" High Quality Waterfall Barrage, A Very Long Lasting Beautiful effect!

5 - 5" High Quality Fancy Canister Style Shells to Include: Assorted Color Peony Shells w/ Salutes

15 - 5" High Quality Fancy Imported Style Shells to Include: Brocade Diadem, Strobing Dahlia, Blue Scattering, Giant Silver Crossette, Blue Wave, Red Bees, Green & Whistling Birds, Dancing Butterfly, Green Scattering, Silver Whirl Flower, Silver Spike

4 - 5" Japanese Style Imported Shells from the Following: Spangles, Glittering Chrysanthemums, Fancy Peonies, Kamuros, and Dahlias

20 - 5" American Made High Quality Fairy Flower Effects and or Comets: White Flashing with Silver Spinners, Golden Kamuro with Blue Fish, Glittering Silver and Green Bees, Electric Green with

## **Six Inch**

- 2 - 6" American Made Specialty Shell: Six Inch Specialty Series
- 3 - 6" High Quality Waterfall In Sky Shells, A Beautiful waterfall suspended in the sky with parachutes.
- 10 - 6" High Quality Fancy Imported Style Shells to Include: Brocade Crown, Golden Kamuro, Whistle to Salute, Silver Crown, Chinese Rain Storm, Five Times Flowers, Silver Scatter to Thousands of Silver Crackling, Red Bees w/Multi Salute, ect.
- 2 - 6" High Quality Pattern Style Shells to Include: Smile Face, Assorted Rings, Assorted Star, Heart, Bowtie, and Cross Patterns
- 15 - 6" Japanese Style Shells to Include: Spangles, Glittering Diadems, Color Changing Peonies, and Chrysanthemums.

## **Barrage Displays**

Air Combat 64 shot

Green and Red Rising Pearls to Big Red and Green Peony; Breaks; Last 10 shots break all at once w/ **very loud salutes**

Silver Chrys w/ Palm Pistil 49 shot Red Tail to Red palm with Crackling; Green Tail to Green Palm and Golden Rain & Blue Tail to Silver palm w/ Crackling

Silver Chrys w/ Palm Pistil 49 shot Red Tail to Red palm with Crackling; Green Tail to Green Palm and Golden Rain & Blue Tail to Silver palm w/ Crackling

## **Grand Finale**

120 - 3"" High Quality Silver Comets

40 - 3" Barrage Shells in Multi Colors and effects

Flower Exhibition 225 shot Everything you can imagine in one cake - Peony Breaks/Salutes, Spinner, Whistle, w/ Quick Finale - **Very Nice**

## **Grand Finale Conclusion** **A Salute to America!**

20 - 3" High Quality Chain Shells of Bright **Red**

20 - 3" High Quality Chain Shells of Bright **White**

20 - 3" High Quality Chain Shells of Bright **Blue**

20 - 3" Arial Bomb Shells Chains of Bright Silver **Artillery**

### **Display Duration**

The length of this display can vary  
depending on how quickly the shells are fired into the sky.

If the shells are fired faster a display doesn't last as long, however some customers prefer a faster paced display with several effects in the sky at a time. The recommended duration of this display is

**18-22 minutes** with one or more shells fired  
(or in the air) every **2-3 or 3-4 seconds**. The mid-level and or low level effects would be fired throughout the display at different highlighting points.

**We do our best to fire each display the way you prefer. Simply let us know if you would like a slower or a faster paced display.**

## Benefits of the Extended Year Commitment

- **Increased Insurance Coverage:** All of our extended year commitments come with increased fireworks display insurance coverage from \$1,000,000 to \$5,000,000 free of charge.
- **Prices locked in at 2014 Rates for Each Additional Year:** As with any industry, there may be changes that can affect price. By signing for an extended year commitment we lock in prices at current year prices for the term.
- **Peace of Mind:** Overseas suppliers make fireworks affordable for US customers. The issue is the critical connection between us and them. In recent years our company has been contacted numerous times by various US companies desperate to buy any of our surplus inventories. The reason? Overseas container transporting embargos and worldwide moratoriums that plague unprepared companies. We avoid this by ordering our customers' fireworks far in advance based upon our agreements with them. For further information go to <http://www.cnbc.com/id/25456958>



**“As a result of this incident, Hyundai Marine has placed a worldwide moratorium on all fireworks shipments. Containers of fireworks are piling up in China at the peak of the shipping season for the summer festivals in Europe and North America. Other carriers' schedules and capacity limit options - especially for 1.3G fireworks - so this may have a negative impact not only on the fireworks trade, but the many events that rely on fireworks to attract patrons.”**

-Courtesy of [www.hazcheck.com](http://www.hazcheck.com)

Note: Fireworks were originally blamed with the 300 million in losses from the Hyundai explosion and resulting fire. Almost two years later, it was determined that fireworks were not to blame for the incident. However, policy changes and general apprehension among international shipping ports and freight companies have made the shipping of 1.3g fireworks materials extremely fragile. Currently, the vast majority of shipping ports and freight companies are unwilling to handle 1.3g fireworks materials. Other incidents such as arson and the resulting explosion of several containers at a Chinese Port in 2008 have only compounded the problem.

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## Coupon

### Lake Lemon Conservancy District Unionville, IN

**For a \$2,000 down payment by March 30<sup>th</sup> 2015, Sky Magic will donate a free 100 shot barrage box into your 2015 display.**

PLEASE REMIT COUPON WITH YOUR PAYMENT TO:  
SKY MAGIC PYROTECHNICS  
6131 LINDA LANE  
INDIANAPOLIS, IN 46241

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Cut here

**Sky Magic Pyrotechnics**  
**2015/2016 FIREWORKS PRODUCTIONS TWO YEAR AGREEMENT**

This contract entered into this day 12-8-14 by and between **Sky Magic Pyrotechnics, Brazil Indiana** hereinafter referred to as Seller, and: **Lake Lemon Conservancy District, Unionville** Herein after referred to as Buyer, State; Indiana

Witness: Seller agrees to provide and Buyer agrees to purchase two Fireworks Displays in accordance with the program agreed upon. Buyer will pay Seller a sum of **\$6,500**, for each of the two displays (first in 2015 and second in 2016). Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable night of each display date agreed upon. A late charge of 1 1/2% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present the first of the two Fireworks Displays on the evening of the **FILL IN** \_\_\_\_\_, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer. Second Display will be in June or July 2016, buyer will state to seller chosen date no later than April 1<sup>st</sup> 2016.
2. The Fee for cancellation for any reason of the Fireworks Displays is 38% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.
3. Buyer will provide a sufficient area for the Displays, including a minimum spectator set back of 420 feet at all points from the discharge area. Buyer will provide protection of the displays by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Displays in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Displays.
6. Seller agrees to provide Liability Insurance in the amount of \$5,000,000.00 for the benefit of both the Buyer and Seller.
7. Seller retains the right to substitute product of equal or greater value in the event of product shortage or unavailability of any particular item on the proposal.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**SKY MAGIC PYROTECHNICS** by: Nathan Kaiser Nathan Kaiser Director of Operations Date: 12-8-14

**BUYER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Print Name and Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

## **2014 Lake Debris**

### **Financial Summary**

<b>EXPENSES</b>	
<b>Staff Costs:</b>	
<b>Dredger</b>	\$2,106.00
58.5 hours @ \$36/hr	
<b>Assistant Dredger</b>	
55.5 hours @ \$17.50/hr	\$971.25
<b>Fuel (Estimated)</b>	7 Gallons/hour @ \$3.23/gallon x 45 hours= \$1,017.45
<b>Contractual / Rental Services</b>	\$1,143.02
<b>Grand Total</b>	<b>\$5,237.72</b>

Note: 2013 Grand Total - \$8,147.10

### **Debris Removal - East End of Long Causeway / Point Idalawn**

<b>Staff Cost</b>	<b>Contractual</b>	<b>Rental</b>	<b>Total</b>
\$304.00	\$700.00	\$443.02	<b>\$1,447.02</b>

<b>2014</b>	<b>2013</b>
\$1,447.02	\$3,000.00

## **2014 Shore-Line Stabilization (Rip-Rap)**

### **Financial Summary**

Service Zone (District)	Total Tons (Rip-Rap) Stone	Total Linear Feet
111 (I)	160.09	102'
122 (IV)	99.82	130'
123 (IV)	160.25	171'
125 (IV)*	60.33*	180'*
127 (IV)	101.86	117'
<b>Total</b>	60.33 City 522.02 Private <b>582.35</b>	180' City 620' Private <b>700'</b>

\*: CBU Shore-line

Total Cost of Rip-Rap Stone: \$9,201.13

LLCD Cost of Rip-Rap Stone (CBU Property): \$953.21

Total Staff Costs: \$1,551.50 (29 Hours @ \$36/hour),  
(29 Hours @ \$17.50/hour)

Total Fuel (estimated): \$655.69  
(7 Gallons/hour @ \$3.23/gallon x 29 hours)

**Total Cost: \$11,417.32**

**Private Cost: \$10,547.92\***

\*: The LLCD for 2014 primarily did private shoreline stabilization. This is effectively cost neutral for the LLCD.

Attachment "C"

**2014 Sediment Removal**

**Financial Summary**

<b>Personnel Costs</b>	<b>Actual 2014</b>	<b>Budgeted 2014</b>
Dredger 381 Hours @ \$36/Hr.	\$13,716.00	\$21,600.00
Assistant Dredger 355.5 Hours @ \$17.50/Hr.	\$6,221.25	\$10,500.00
<b>Total Personnel</b>	<b>\$19,937.25</b>	<b>\$32,100.00</b>

<b>Supply Costs</b>	<b>Actual 2014</b>	<b>Budgeted 2014</b>
Diesel Fuel	\$5,695.76	\$14,000.00
Dredging Supplies	\$16,855.13	\$9,000.00
<b>Total Supply Cost</b>	<b>\$22,550.89</b>	<b>\$23,000.00</b>

<b>Services &amp; Charges</b>	<b>Actual 2014</b>	<b>Budgeted 2014</b>
Insurance	\$8,356.00	\$8,356.00
Repair/Maintenance	\$4,557.24	\$7,000.00
Loan Service	\$69,141.00	\$46,000.00
<b>Total Services &amp; Charges</b>	<b>\$82,054.24</b>	<b>\$61,356.00</b>

<b>Grand Total</b>	<b>Actual 2014</b>	<b>Budgeted 2014</b>
	<b>\$124,542.38</b>	<b>\$116,456.00</b>



## Attachment "D"

### 2014 Possom Trot Disposal Site Preparation

#### Financial Summary

Category	Cost
<b>2014 Expenses</b>	
<b>Staff</b>	
Dredger	\$7,587.00 (210.75 Hours @ \$36.00/hr)
Assistant Dredger	\$2,940.00 (168 Hours @ \$17.50/hr)
<b>Total Staff Costs</b>	<b>\$10,527.00</b>
<b>Supplies</b>	
Stone	\$257.92
Diesel (estimated) (7 gal/hr @ \$3.23/gal x 110 hrs)	\$2,487.10
<b>Contractual</b>	
Equipment Rental	\$1,198.00
<b>Total Supply/Contractual Costs</b>	<b>\$3,943.02</b>
<b>2014 Grand Total</b>	<b>\$14,470.02</b>

#### **Other Staff Costs**

##### Equipment Maintenance

Dredger (83.5 Hours @ \$36.00/hr) = \$3,006.00  
Assistant Dredger (34.75 Hours @ \$17.50) = \$608.13  
**Total = \$3,614.13**

##### Private Dredging

Dredger (24 Hours @ \$36.00/hr) = \$864.00  
Assistant Dredger (24 Hours @ \$17.50/hr) = \$420.00  
**Total = \$1,284.00\***

##### Office Work

Dredger (23 Hours @ \$36.00/hr) = \$828.00  
Assistant Dredger (4 Hours @ \$17.50/hr) = \$70.00  
**Total = \$898.00**

\*: Private Dredging is effectively cost neutral for the LLCD



# Lake Lemon Conservancy District

## RESOLUTION 01-15-01

**WHEREAS**, the Lake Lemon Conservancy District (LLCD) Search Committee was formed and assigned the duties of conducting an applicant search for the position of District Manager.

**WHEREAS**, the LLCD Search Committee after interviewing and reviewing all candidates, **HEREBY**, recommends the hiring of Adam Casey as District Manager.

**THEREFORE, IT IS RESOLVED THAT** the Board of Directors of the Lake Lemon Conservancy District here-by authorizes the hiring of Adam Casey as District Manager per the terms and conditions of the offer letter dated December 19, 2014

**ADOPTED BY THE FOLLOWING VOTE: this 21<sup>st</sup> Day of January 2015.**

**AYE**

**NAY**

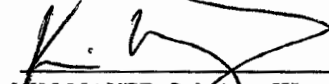
**ABSTAIN**

  
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*

December 19, 2014

Adam W. Casey  
2078 Landmark Dr. Apt. 1010  
Indianapolis, IN 46260

Dear Mr. Casey:

It is my pleasure to extend the following offer of employment to you on behalf of Lake Lemon Conservancy District. This offer is contingent upon the checking of your references and Board Approval at the January 21, 2015 meeting.

**Title:** Conservancy District Manager

**Reporting Relationship:** The position will report to the Lake Lemon Board of Directors

**Job Description** is attached.

**Base Salary:** Will be paid in monthly installments of \$4,000.00, which is equivalent to \$48,000 on an annual basis, and subject to deductions for taxes and other withholdings as required by law or the policies of the company.

**Benefits:** The Lake Lemon Conservancy District shall pay up to 80% of your health insurance premium up to \$6,000 (whichever is less) annually for a health insurance policy of your choosing. Employee contribution to payment for benefit plans is determined annually.

**Vacation Time:** Lake Lemon Conservancy District shall offer 2 weeks paid vacation per year. The vacation must be used during the time earned.

**Sick Leave:** Lake Lemon Conservancy District shall offer up to 40 hours of paid sick time off per year. Sick time must be used in the year accrued.

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



# Lake Lemon Conservancy District

**Holiday Leave:** 9 days annually; Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Good Friday, Martin Luther King Day, Primary Election Day, Election Day and Veterans Day.

**Retirement:** LLCD will match your contribution, up to 3% into the Public Employee's Retirement Fund (PERF)

**Other Benefits:** Optional housing in the Conservancy District Office. The Conservancy shall pay all expense associated with the housing including electrical, basic cable, internet and water.

**Start Date:** February 2, 2015 (approximately) (February 16<sup>th</sup>, 2015 - per conversation)

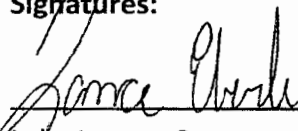
**Car/Phone/Travel Expenses:** The Conservancy District shall provide use of the LLCD for business purposes. Limited personal errand use will be allowed while conducting LLCD official business. In addition, the LLCD will pay for a basic cell phone package.

Your employment with Lake Lemon Conservancy District is at-will and either party can terminate the relationship at any time with or without cause and with or without notice.

You acknowledge that this offer letter, (along with the final form of any referenced documents), represents the entire agreement between you and Lake Lemon Conservancy District and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon Lake Lemon Conservancy District.

If you are in agreement with the above outline, please sign below. This offer is in effect for five business days.

**Signatures:**

  
\_\_\_\_\_  
Lake Lemon Conservancy District  
Chair, Search Committee

  
\_\_\_\_\_  
Adam Casey

12/22/14  
\_\_\_\_\_  
Date

12/28/14  
\_\_\_\_\_  
Date