

Epworth Forest Pier Administration Committee
Meeting Minutes
April 15, 2011

MEMBERS PRESENT: Greg Gaither, Ruth Buell, Ron Erb, Nick Yarde and Brian Yahne.

REMC REPRESENTATIVES PRESENT: Brian Harding, Beth Mahoney and Steffany Miller

Also in attendance: Epworth Forest Camp Manager - Danni Barnum

- I. CALL TO ORDER** – The meeting was called to order at 1:09 pm.
- II. APPROVAL OF THE MINUTES FROM MARCH 22, 2011 COMMITTEE MEETING** – Greg made a motion to accept the minutes, this was seconded by Ruth. All in favor, motion carried.
- III. FINANCIAL REPORT**
- a. Shoreline** - Brian reported that as of April 14, 2011, 75% of the Shoreline assignees prepaid pier fees resulting in 128 assignees paid and 44 assignees unpaid. There was \$13,070.59 cash on hand at the end of March.
- The PAC requested that delinquency letters go out to the 4 owners who are delinquent more than one year so that whatever course of action is decided upon that at least the process has begun.
- b. Community Piers** - 73% of assignees had paid resulting in 16 assignees paid and 6 assignees unpaid. The Community Pier numbers reflect 2 vacant short pier slots at this time. There was \$6,187.57 cash on hand at the end of March.
- The PAC requested that those on the community pier who had not yet paid their fees be contacted to see if they are still planning to be on the community pier, or if we can open that spot up for someone on the waiting list. Ron suggested that those who are on the waiting list should be behind those who currently had a pier spot and have been moved.
- IV. OLD BUSINESS**
- a. Legal update – Turner case** – Nick updated the PAC on the Turner case noting that since Barnes & Thornburg is no longer the Conference attorney there currently is nothing filed in the courts. Turner has also not pursued any further action. Greg mentioned that all on shore owners had received a letter from Turner encouraging everyone to live in harmony with each other. Turner, however, is not extending this harmony to the off shore owners as he has informed Nan Deiner that he would remove her pier if she tried to put it on his shoreline. The Committee requested that Nick contact Brent Williams to check with the new attorney to advise on the possibility of moving forward in one of the following directions.
- i.** Stay the course of action that we were previously on prior to the switch in the conference attorney.
 - ii.** Take Turner to small claims court and possibly put a lien on the property.
 - iii.** Negotiate with Turner to forgive the past dues and late fees due to incurring legal charges unnecessarily and secure agreement to get him to pay going forward.
- b. Policy updates –**
- i. Draft additions:** Ruth moved that we accept the revised April 15, 2011 clarifications as they are documented. This was seconded by Greg, with all in favor, motion carried.
 - a.** Pier assignment eligibility determined by lot ownership as defined as buildable as a resident by Kosciusko County building standards.
 - b.** Pier assignment size for lakefront owners owning more/less than 24 feet of frontage.
 - c.** Reasonable distance between piers of a minimum of 2 feet.
 - ii. Next steps:**
 - a.** Trustee approval to be obtained – Nick to forward these policy updates to the Conference Trustee’s for their documented approval. Court approval is believed not to be necessary by the conference attorney. The court will sanction the policies if they are challenged.
- c. Brian Schlagenhauf / Cary McLaughlin – PAC to Ratify the following 4/14 emailed decision -**
- i.** *As the lots owned by the Schlagenhauf and McLaughlin parties were divided before the zoning ordinance was in place, and as it appears that both the full lots and half lots are buildable, and as it appears that official documentation of such is forthcoming, both parties should be granted an additional 16 ft pier location upon submission of such official documentation.* Greg made a motion to accept the language that was sent in this email to Brian Schlagenhauf on April 14, 2011. This motion was seconded by Ruth, with all in favor the motion carried.
 - ii.** Brian H. made it clear to the board that as of this date he had not received the official

documentation that was requested. Schlagenhauf's last email correspondence said that he considered this matter to be closed. Brian H. will let him know that the matter is not closed, and unless the board receives the requested information a pier assignment will go in as planned.

- iii. After further discussion the board believes that because Cary's lot was previously built upon, he may not be able to provide the same documentation that Schlagenhauf should be able to provide. If this turns out to be the case, only Schlagenhauf would be eligible for the additional requested 16 ft.
- d. **Communication Log / Assignment Issues** – REMC presented a communication log with a list of the onshore owners that are refusing to allow any offshore owners on their shore line for various reasons, a list of offshore owners that are still refusing to move to another location, as well as, a list of onshore owners who are refusing to comply with the policy that onshore owners can use up to the 24 ft of shore line that they are assigned. The PAC's reviewed the communication log and the following topics were discussed:
 - i. Brian informed the Committee that REMC has spent numerous hours over contracted. From April forward REMC will begin exercising the option in the contract to charge \$125 per hour spent over our contracted amount of time (20 hours per month in the winter, 40-60 hours per month in the summer). This will likely exhaust all pier funds by mid-summer and the Conference will be responsible to cover the overages per the contract.
 - ii. The Conference Attorney will need to be present for any appeal hearings that are to be scheduled. If the Conference attorney is not present, REMC will not join the hearing.
 - iii. The Conference needs to be prepared to proceed and to provide financial backing as legal services are now required and will be in excess of \$50,000 for the first case alone – and numerous cases are expected.
 - iv. The Conference needs to decide if they can comply with the above options or if they will need to cancel the contract with REMC to allow funds to be allocated to litigation vs. the ongoing management of the piers.
 - v. The PAC may opt to stop all further action and let the community fight their own battles in civil court. REMC mapped the shoreline, made a plan to adjust some piers and move some to less crowded areas – and if the onshore owners won't allow the offshore owners access to their shoreline where the PAC/REMC identified, directed and authorized by the judgment to do; then the two parties should take each other to court. Brian H. noted that this is not likely and if done, the parties will likely still bring REMC, the PAC and the Conference into the suits.
- e. **What's next** – Nick is setting a time for Brent Williams to arrange a meeting at his office with Nick, REMC, the conference board of trustee's president and the conference attorney to work thru the next steps.
- f. **Hearings Scheduled as requested per attorney letters:** The PAC discussed the letters received on behalf of Senger, Dixon, T. Schlagenhauf, Rogers and Critchlow requesting hearings. The hearings were scheduled for May 3rd beginning at 1:30. Each will be for 15 minutes with 5 minutes in between. (Should the Conference attorney not be available on the 3rd, the 2nd was chosen as a back-up.)
- g. **Dewey Singer** – Brian H. is to contact Dewey and let him know that he needs to remove his pier from the current location as directed and move it to his assigned shoreline. Whatever agreement that Dewey has with another shoreline owner offering to allow him to use his pier assignment temporarily must still comply with the 16 feet that is allotted to an offshore owner, otherwise that offshore owner will be in violation and will be subject to whatever course of action that the Committee decides to move forward with.

V. NEW BUSINESS

There was brief discussion about a Spring Newsletter and the Annual Community Meeting to be held mid-summer, but these topics were deferred to the next meeting.

ADJOURNMENT: The meeting was adjourned at 4:45 pm. The next meeting was tentatively arranged for May 3, 2011 at 1pm with the contingent date of May 2, 2011 at 1pm if necessary to change due to attorney availability.