LAKE LEMON CONSERVANCY DISTRICT
Board of Directors Meeting
City of Bloomington Utilities Building
April 26, 2018
6:00 p.m.

AGENDA

I.	Call Meeting to Order / Chairman's Remarks	(PD)
II.	Approval of March 29, 2018 Board Meeting Minutes	(PD)
III.	Treasurer's Report A. March Financial Update B. Report of Claims Approval for March 2018 C. Budget Timeline for 2019 Budget	(MB)
IV.	Strategic Planning Committee: Update A. Resolution 4-18-02: Monroe and Brown County Community Foundation B. Communications update C. Finance update D. Lake Health update	(MJB)
V.	Dredging Study Group: Update	(MB)
VI.	Manager's Report A. Managers Health Insurance- Options B. Barge Operations: Update C. DNR LARE Grant – Vegetation Treatment Bids D. Annexation Discussion- Chris Francis E. Sublease dock Variance Request- IU Waterski Club	(AC)
VII.	Public Comment	(PD)
VIII.	New Business / Correspondence for Future Agenda A. Next Board Meeting: May 24, 2018	(PD)
IX.	Adjournment	(PD)

Lake Lemon Conservancy District
Board of Directors Meeting Minutes
City of Bloomington Utilities Building
March 29, 2018
6:00 PM

The March 29th, 2018 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the City of Bloomington Utilities Building and was called to order by Chairman Pam Dugan at 6:00 PM

BOARD MEMBERS PRESENT: Chairman- Pam Dugan, Vice-Chairman Mary Jane Brown, Debra Ladyman, Les Wadzinski, Lora Schell, Michael Klitzing. ALSO PRESENT: Adam Casey, District Manager; Andrew O'Malia, Board Recorder, and LLCD Freeholders (see attached sing-in sheet). ABSENT: Treasurer Mike Blackwell.

I. **Opening Comments / Call to order (Dugan)**

II. **Approval of February 22, 2018 Annual Board Meeting Minutes**

KLITZING MOTIONED TO APPROVE THE FEBRUARY 22, 2018 ANNUAL BOARD MEETING MINUTES AS AMMENDED, BROWN SECONDED THE MOTION, ALL "AYE'S". THE MOTION CARRIED

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

- **a.** February Financial Highlights
  - **i.** Income: $12,325.00
  - **ii.** Expenses: $15,567.90
- **b.** Report of Claims for February 2018

DUGAN MOTIONED TO APPROVE THE REPORT OF CLAIMS FOR FEBRUARY 2018. SCHELL SECONDED THE MOTION, ALL "AYE'S". THE MOTION CARRIED.

- **c.** Resolution 03-18-01: DNR LARE Grant Aquatic Vegetation Management
  - **i.** DNR has awarded the Conservancy District $5,000 for maintenance of invasive Eurasian Milfoil

KLITZING MOTIONED TO APPROVE RESOLUTION 03-18-01. ACCEPTANCE OF $5,000.00 LARE GRANT FOR THE TREATMENT OF EURASIAN MILFOIL. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

IV. Terry Quillman, Monroe County MS4 Coordinator (Dugan)

- **a.** Was recently contacted about damages to south shore drive, long causeway, due to erosion
- **b.** Wants to work in sync with the conservancy district to address issue of south shore drive and to make repairs

V. Strategic Planning Committee: Update (Brown)

- **a.** Sediment Management Project
  - **i.** The last Strategic Planning Committee meeting took place on March 9th at the Lake Lemon Conservancy District office
  - **ii.** Contract with Shrewsberry has been executed and the project is currently in the fact finding stage
  - **iii.** Shrewsberry has contacted the Army Corps. Of Engineers to begin setting up a meeting with all pertinent regulatory entities
- **b.** Monroe / Brown County Community Foundations
  - **i.** Mission statement has been reviewed, foundations very pleased
  - **ii.** Fund to be named "Lake Lemon Enhancement Fund", upon approval of resolution, and review from attorney
- **c.** News Letter Software
  - **i.** Kathy McClure has recommended the conservancy start an e-news letter
  - **ii.** Would be done through software called Constant Contact at a price of $45.00 a month
  - **iii.** Kathy has volunteered to be the editor of the newsletter. The first issue is scheduled to be out in May.

BROWN MOTIONED TO APPROVE THE ISSUANCE OF A NEWSLETTER VIA CONSTANT CONACT. KLITZING SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- **d.** Lemon-aid Days Fundraising Events
  - **i.** Board discussed potential fundraising events

ii. Next Strategic Planning Committee Meeting to be held Friday April 13th at 3:30 pm, at the Lake Lemon Conservancy District office.

iii.

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

a. Professional Services Agreement: Ken Mullis – Lake Debris Removal

DUGAN MOTIONED TO APPROVE THE KEN MULLIS PROFESSIONAL SERVICES AGREEMENT, BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

b. Stone Hauling Agreement & Quotes

LADYMAN MOTIONED TO APPROVE THE 2018 STONE HAULING AGREEMENT WITH YOUNG TRUCKING. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

c. Fireworks Display: Date Discussion

KLITZING MOTIONED TO SET THE FIREWORKS DISPLAY DATE TO TUESDAY JULY 3RD WITH A RAIN DATE OF FRIDAY JULY 6TH. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

d. 2018 Independence Day Fireworks Contract: Approval

KLITZING MOTIONED TO APPROVE THE 2018 INDEPENDENCE DAY FIREWORKS CONTRACT WITH HEATH HEADDY FOR THE COST OF $6,500.00. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

e. Annual Board Conflict of Interest Policy and Signatures

f. IU Ski Club Agreement

KLITZING MOTIONED TO APPROVE THE IU SKI CLUB SPECIAL USE AGREEMENT WITH THE EXCEPTION THAT THE COURSE MUST BE SUNK ON THE WEEKENDS. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED

g. Removal From District Request – Marvin Kenan

i. Mr. Kenan requested to have his property removed from the Conservancy District. After discussion, the board denied the request.

VII. Public Comment

- **a.** Spencer Leiter
  - **i.** Recommends that the board works on trust with freeholders to encourage board meeting attendance
  - **ii.** In favor of slalom ski course. Offered to help out if needed.

VIII. New Business / Correspondence for Future Agenda

- **a.** The Next LLCD Board Meeting Will take Place on Thursday April 26th at 6 PM at the City of Bloomington Utilities Building

IX. Adjournment

KLITZING MOTIONED TO ADJOURN THE MARCH 29TH, 2018 BOARD OF DIRECTORS MEETING AT 6:59 PM. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED

RESPECTFULLY SUBMITTED BY:

ANDREW O'MALIA, Board Recorder

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2018 thru March 31, 2018

(UNAUDITED)

Watkins Accounting
113 E. 19th Street
Bloomington, IN 47408

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of March 31, 2018 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
April 9, 2018

LAKE LEMON CONSERVANCY
Balance Sheet
As of March 31, 2018

	Mar 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	249,276.98
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	91,942.92
1050 · Savings Account	3,151.72
Total Checking/Savings	460,680.47
Total Current Assets	460,680.47
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	300,550.00
1680 · Other Fixed Assets	146,411.85
Total Fixed Assets	583,716.21
TOTAL ASSETS	**1,044,396.68**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	4,417.64
2020 · State & Co. Withholding Payable	932.35
Total Other Current Liabilities	5,349.99
Total Current Liabilities	5,349.99
Total Liabilities	5,349.99
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	398,837.43
Net Income	-61,322.09
Total Equity	1,039,046.69
TOTAL LIABILITIES & EQUITY	**1,044,396.68**

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
March 2018

	Mar 18	Jan - Mar 18
Income		
4000 · Watercraft Permits	1,610.00	1,610.00
4010 · Launch Fees	407.00	407.00
4020 · Marina & Club Fees	1,500.00	1,500.00
4030 · Sublease & Access Fees	0.00	12,150.00
4060 · Interest	0.00	206.05
4080 · Fishing Tournament	50.00	600.00
4090 · Park Reservations	925.00	1,050.00
4100 · Park Admisioin Fees	180.00	180.00
Total Income	4,672.00	17,703.05
Expense		
6000 · Manager	6,000.00	12,000.00
6010 · FICA	1,258.32	2,004.25
6020 · State Unemployment Tax	0.00	17.94
6025 · Merchant Fees	11.50	36.50
6030 · Retirement	568.00	1,600.00
6040 · Health Insurance	455.79	1,521.61
6070 · Gate Attendant	444.63	741.26
6110 · Lake Biologist	156.75	156.75
6111 · Dredger	0.00	155.00
6112 · Dredger (Other)	6,612.38	9,076.38
6114 · Assistant Dredger (Other)	3,235.00	4,070.00
6120 · Season & Launch Permits	1,879.60	1,914.70
6130 · Daily Permits	0.00	270.00
6140 · Receipt/Tickets Books	90.96	90.96
6160 · Printer, Copier & Computer Supp	286.23	286.23
6170 · Miscellaneous-Other	0.00	13.23
6180 · Postage	144.37	193.37
6185 · Receipt Books	0.00	741.39
6190 · General Business Supplies	93.29	327.79
6200 · Regular Gas	60.99	2,075.49
6210 · Diesel	0.00	1,681.70
6240 · Building & Grounds	180.13	475.31
6251 · Dredging Supplies	52.76	419.57
6290 · Signs & Nautical Markers	480.00	480.00
6300 · Accounting Services	450.00	1,800.00
6320 · Attorney	525.00	525.00
6325 · Fish Managment Survey	4,000.00	4,000.00
6370 · Phone, LDT, Pager, E-Mail	269.19	817.57
6390 · Hotel	0.00	100.80
6400 · Meals	45.00	45.00
6410 · Subscriptions	0.00	135.00
6430 · Ads	0.00	35.04
6440 · Other	171.86	171.86
6450 · Insurance	1,808.00	17,867.00
6460 · Electric	456.95	1,705.85
6470 · Water	52.11	156.33
6480 · Trash	40.74	124.74
6510 · Building & Grounds Expense	0.00	450.32
6520 · Boat	727.18	727.18
6542 · Equipment Rental	4,353.00	4,353.00
6560 · Water Testing	0.00	2,520.00
6661 · Disposal Site Preparation	1,781.20	3,141.02
Total Expense	36,690.93	79,025.14
Net Income	**-32,018.93**	**-61,322.09**

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through March 2018

	Jan - Mar 18	Jan - Mar 17	$ Change	% Change
Income				
4000 · Watercraft Permits	1,610.00	4,164.00	-2,554.00	-61.3%
4010 · Launch Fees	407.00	1,175.00	-768.00	-65.4%
4020 · Marina & Club Fees	1,500.00	1,500.00	0.00	0.0%
4030 · Sublease & Access Fees	12,150.00	15,565.00	-3,415.00	-21.9%
4060 · Interest	206.05	117.03	89.02	76.1%
4080 · Fishing Tournament	600.00	900.00	-300.00	-33.3%
4090 · Park Reservations	1,050.00	2,475.00	-1,425.00	-57.6%
4100 · Park Admisioin Fees	180.00	0.00	180.00	100.0%
Total Income	17,703.05	25,896.03	-8,192.98	-31.6%
Expense				
6000 · Manager	12,000.00	11,769.24	230.76	2.0%
6001 · Operations Supervisor	0.00	9,000.00	-9,000.00	-100.0%
6010 · FICA	2,004.25	2,153.89	-149.64	-7.0%
6020 · State Unemployment Tax	17.94	15.24	2.70	17.7%
6025 · Merchant Fees	36.50	25.00	11.50	46.0%
6030 · Retirement	1,600.00	3,579.20	-1,979.20	-55.3%
6040 · Health Insurance	1,521.61	2,716.53	-1,194.92	-44.0%
6070 · Gate Attendant	741.26	240.00	501.26	208.9%
6110 · Lake Biologist	156.75	0.00	156.75	100.0%
6111 · Dredger	155.00	0.00	155.00	100.0%
6112 · Dredger (Other)	9,076.38	4,800.75	4,275.63	89.1%
6114 · Assistant Dredger (Other)	4,070.00	2,345.50	1,724.50	73.5%
6120 · Season & Launch Permits	1,914.70	0.00	1,914.70	100.0%
6130 · Daily Permits	270.00	0.00	270.00	100.0%
6140 · Receipt/Tickets Books	90.96	0.00	90.96	100.0%
6160 · Printer, Copier & Computer Supp	286.23	149.99	136.24	90.8%
6170 · Miscellaneous-Other	13.23	0.00	13.23	100.0%
6180 · Postage	193.37	192.00	1.37	0.7%
6185 · Receipt Books	741.39	0.00	741.39	100.0%
6190 · General Business Supplies	327.79	210.76	117.03	55.5%
6200 · Regular Gas	2,075.49	0.00	2,075.49	100.0%
6210 · Diesel	1,681.70	0.00	1,681.70	100.0%
6240 · Building & Grounds	475.31	160.82	314.49	195.6%
6251 · Dredging Supplies	419.57	495.89	-76.32	-15.4%
6290 · Signs & Nautical Markers	480.00	0.00	480.00	100.0%
6300 · Accounting Services	1,800.00	1,800.00	0.00	0.0%
6320 · Attorney	525.00	199.18	325.82	163.6%
6325 · Fish Managment Survey	4,000.00	0.00	4,000.00	100.0%
6350 · Other Prof/Secretarial Service	0.00	75.00	-75.00	-100.0%
6370 · Phone, LDT, Pager, E-Mail	817.57	711.08	106.49	15.0%
6390 · Hotel	100.80	204.02	-103.22	-50.6%
6400 · Meals	45.00	0.00	45.00	100.0%
6410 · Subscriptions	135.00	190.00	-55.00	-29.0%
6430 · Ads	35.04	56.32	-21.28	-37.8%
6440 · Other	171.86	113.40	58.46	51.6%
6450 · Insurance	17,867.00	27,443.00	-9,576.00	-34.9%
6460 · Electric	1,705.85	1,037.45	668.40	64.4%
6470 · Water	156.33	158.10	-1.77	-1.1%
6480 · Trash	124.74	42.00	82.74	197.0%
6490 · Port-O-Lets	0.00	210.00	-210.00	-100.0%
6500 · Pump Holding Tank	0.00	200.00	-200.00	-100.0%
6510 · Building & Grounds Expense	450.32	460.35	-10.03	-2.2%
6520 · Boat	727.18	0.00	727.18	100.0%
6541 · Dredging Equipment Maintenance	0.00	741.40	-741.40	-100.0%
6542 · Equipment Rental	4,353.00	0.00	4,353.00	100.0%
6560 · Water Testing	2,520.00	0.00	2,520.00	100.0%
6620 · Dam/Spillway Inspection	0.00	7,276.00	-7,276.00	-100.0%
6661 · Disposal Site Preparation	3,141.02	1,000.00	2,141.02	214.1%
6680 · Other Services and Charges	0.00	519.00	-519.00	-100.0%
Total Expense	79,025.14	80,291.11	-1,265.97	-1.6%
Net Income	**-61,322.09**	**-54,395.08**	**-6,927.01**	**-12.7%**

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through March 2018

	Jan - Mar 18	Budget	$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	1,610.00	115,000.00	-113,390.00	1.4%
4010 · Launch Fees	407.00	22,000.00	-21,593.00	1.9%
4020 · Marina & Club Fees	1,500.00	9,000.00	-7,500.00	16.7%
4030 · Sublease & Access Fees	12,150.00	27,000.00	-14,850.00	45.0%
4040 · Property Tax - Brown Co.	0.00	65,000.00	-65,000.00	0.0%
4050 · Property Tax -Monroe Co.	0.00	185,000.00	-185,000.00	0.0%
4060 · Interest	206.05	1,250.00	-1,043.95	16.5%
4070 · Grants & Donations	0.00	7,000.00	-7,000.00	0.0%
4080 · Fishing Tournament	600.00	1,400.00	-800.00	42.9%
4090 · Park Reservations	1,050.00	4,000.00	-2,950.00	26.3%
4100 · Park Admisioin Fees	180.00	40,000.00	-39,820.00	0.5%
4110 · Concessions	0.00	1,000.00	-1,000.00	0.0%
4130 · Dredging/Rip-Rap Income	0.00	20,000.00	-20,000.00	0.0%
Total Income	17,703.05	497,650.00	-479,946.95	3.6%
Expense				
6000 · Manager	12,000.00	52,000.00	-40,000.00	23.1%
6001 · Operations Supervisor	0.00	41,000.00	-41,000.00	0.0%
6010 · FICA	2,004.25	13,500.00	-11,495.75	14.8%
6020 · State Unemployment Tax	17.94	800.00	-782.06	2.2%
6025 · Merchant Fees	36.50			
6030 · Retirement	1,600.00	15,000.00	-13,400.00	10.7%
6040 · Health Insurance	1,521.61	10,000.00	-8,478.39	15.2%
6070 · Gate Attendant	741.26	21,000.00	-20,258.74	3.5%
6100 · Lake Patrol	0.00	4,800.00	-4,800.00	0.0%
6110 · Lake Biologist	156.75			
6111 · Dredger	155.00	23,100.00	-22,945.00	0.7%
6112 · Dredger (Other)	9,076.38	14,500.00	-5,423.62	62.6%
6113 · Assistant Dredger	0.00	11,400.00	-11,400.00	0.0%
6114 · Assistant Dredger (Other)	4,070.00	5,700.00	-1,630.00	71.4%
6115 · Dredger (Private)	0.00	3,850.00	-3,850.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,900.00	-1,900.00	0.0%
6120 · Season & Launch Permits	1,914.70	1,700.00	214.70	112.6%
6130 · Daily Permits	270.00	400.00	-130.00	67.5%
6140 · Receipt/Tickets Books	90.96	400.00	-309.04	22.7%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	286.23	800.00	-513.77	35.8%
6170 · Miscellaneous-Other	13.23	1,300.00	-1,286.77	1.0%
6180 · Postage	193.37	750.00	-556.63	25.8%
6185 · Receipt Books	741.39			
6190 · General Business Supplies	327.79	750.00	-422.21	43.7%
6200 · Regular Gas	2,075.49	6,000.00	-3,924.51	34.6%
6210 · Diesel	1,681.70	7,000.00	-5,318.30	24.0%
6230 · Medical Supplies	0.00	3,000.00	-3,000.00	0.0%
6240 · Building & Grounds	475.31	5,000.00	-4,524.69	9.5%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through March 2018

	Jan - Mar 18	Budget	$ Over Budget	% of Budget
6251 · Dredging Supplies	419.57	12,000.00	-11,580.43	3.5%
6252 · Rip Rap/Erosion Control	0.00	15,000.00	-15,000.00	0.0%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6290 · Signs & Nautical Markers	480.00	3,500.00	-3,020.00	13.7%
6300 · Accounting Services	1,800.00	5,400.00	-3,600.00	33.3%
6310 · Grass	0.00	10,560.00	-10,560.00	0.0%
6320 · Attorney	525.00	4,000.00	-3,475.00	13.1%
6325 · Fish Managment Survey	4,000.00			
6330 · Consulting Engineer	0.00	50,000.00	-50,000.00	0.0%
6350 · Other Prof/Secretarial Service	0.00	1,000.00	-1,000.00	0.0%
6370 · Phone, LDT, Pager, E-Mail	817.57	2,900.00	-2,082.43	28.2%
6390 · Hotel	100.80	300.00	-199.20	33.6%
6400 · Meals	45.00	150.00	-105.00	30.0%
6410 · Subscriptions	135.00	350.00	-215.00	38.6%
6430 · Ads	35.04	500.00	-464.96	7.0%
6440 · Other	171.86	1,000.00	-828.14	17.2%
6450 · Insurance	17,867.00	45,000.00	-27,133.00	39.7%
6460 · Electric	1,705.85	5,000.00	-3,294.15	34.1%
6470 · Water	156.33	750.00	-593.67	20.8%
6480 · Trash	124.74	1,500.00	-1,375.26	8.3%
6490 · Port-O-Lets	0.00	2,000.00	-2,000.00	0.0%
6500 · Pump Holding Tank	0.00	800.00	-800.00	0.0%
6510 · Building & Grounds Expense	450.32	5,500.00	-5,049.68	8.2%
6520 · Boat	727.18	3,000.00	-2,272.82	24.2%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6541 · Dredging Equipment Maintenance	0.00	15,000.00	-15,000.00	0.0%
6542 · Equipment Rental	4,353.00	17,000.00	-12,647.00	25.6%
6560 · Water Testing	2,520.00	5,500.00	-2,980.00	45.8%
6570 · Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6590 · Contigency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% MarinaPermit Sales	0.00	2,300.00	-2,300.00	0.0%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	3,141.02	10,000.00	-6,858.98	31.4%
6680 · Other Services and Charges	0.00	1,000.00	-1,000.00	0.0%
6681 · Fireworks	0.00	6,500.00	-6,500.00	0.0%
Total Expense	79,025.14	546,060.00	-467,034.86	14.5%
Net Income	**-61,322.09**	**-48,410.00**	**-12,912.09**	**126.7%**

Date: April 26, 2018 **ALLOWANCE OF VOUCHERS** **Mike Blackwell**
Treasurer

(Report of Claims- March 2018)

(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 $30,619.89

Dated this 26th Day of April, 2018

Signature of Governing Board

_____
PAM DUGAN, CHAIRMAN

_____
MARY JANE BROWN, VICE-CHAIR

_____
MIKE BLACKEWELL, TREASURER

_____
MICHAEL KLITZING, Sub-Area I

_____
DEBRA LADYMAN, Sub-Area II

_____
LORA SCHELL, Sub-Area IV

_____
LES WADZINSKI, Sub-Area V

LAKE LEMON CONSERVANCY
Check Detail
March 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	**4411**	**3/5/2018**	**B & B WATER CORP**		**1000 · Peoples Sta...**		**-52.11**
					6470 · Water	-52.11	52.11
TOTAL						-52.11	52.11
Check	**4412**	**3/5/2018**	**SOUTHERN INDIA...**		**1000 · Peoples Sta...**		**-52.76**
					6251 · Dredging Su...	-52.76	52.76
TOTAL						-52.76	52.76
Check	**4413**	**3/5/2018**	**KLEINDORFER HA...**		**1000 · Peoples Sta...**		**-180.13**
					6240 · Building & G...	-180.13	180.13
TOTAL						-180.13	180.13
Check	**4414**	**3/5/2018**	**ALL ABOUT BOATS**		**1000 · Peoples Sta...**		**-727.18**
				Water pump & fuel cooler	6520 · Boat	-727.18	727.18
TOTAL						-727.18	727.18
Check	**4415**	**3/5/2018**	**WILSON EQUIPM...**		**1000 · Peoples Sta...**		**-4,353.00**
				Tracked Dump Truck	6542 · Equipment R...	-4,353.00	4,353.00
TOTAL						-4,353.00	4,353.00
Check	**4416**	**3/12/2018**	**AQUATIC CONTR...**		**1000 · Peoples Sta...**		**-4,000.00**
				Fishery Survey from Nov 17'	6325 · Fish Manag...	-4,000.00	4,000.00
TOTAL						-4,000.00	4,000.00
Check	**4417**	**3/12/2018**	**STAPLES CREDIT ...**		**1000 · Peoples Sta...**		**-281.85**
					6160 · Printer, Copi...	-109.99	109.99
					6440 · Other	-171.86	171.86
TOTAL						-281.85	281.85
Check	**4418**	**3/12/2018**	**COMCAST CABLE**		**1000 · Peoples Sta...**		**-269.19**
					6370 · Phone, LDT,...	-269.19	269.19

LAKE LEMON CONSERVANCY
Check Detail
March 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-269.19	269.19
Check	**4419**	**3/12/2018**	**CARMIN PARKER ...**		**1000 · Peoples Sta...**		**-525.00**
			Shrewsberry Contract		6320 · Attorney	-525.00	525.00
TOTAL						-525.00	525.00
Check	**4420**	**3/12/2018**	**REPUBLIC SERVI...**		**1000 · Peoples Sta...**		**-40.74**
					6480 · Trash	-40.74	40.74
TOTAL						-40.74	40.74
Check	**4421**	**3/12/2018**	**CARESOURCE**		**1000 · Peoples Sta...**		**-455.79**
					6040 · Health Insur...	-455.79	455.79
TOTAL						-455.79	455.79
Check	**4422**	**3/17/2018**	**BOYCE FORMS S...**		**1000 · Peoples Sta...**		**-90.96**
					6140 · Receipt/Tick...	-90.96	90.96
TOTAL						-90.96	90.96
Check	**4423**	**3/17/2018**	**A+ PERFORMANC...**		**1000 · Peoples Sta...**		**-1,781.20**
			Stone for Disposal Site		6661 · Disposal Sit...	-1,781.20	1,781.20
TOTAL						-1,781.20	1,781.20
Check	**4424**	**3/17/2018**	**FIRST INSURANC...**		**1000 · Peoples Sta...**		**-1,808.00**
					6450 · Insurance	-1,808.00	1,808.00
TOTAL						-1,808.00	1,808.00
Check	**4425**	**3/17/2018**	**EVERYWHERE SI...**		**1000 · Peoples Sta...**		**-480.00**
			Park Signs		6290 · Signs & Nau...	-480.00	480.00
TOTAL						-480.00	480.00
Check	**4426**	**3/19/2018**	**VISA**		**1000 · Peoples Sta...**		**-483.78**
					6180 · Postage	-108.26	108.26

LAKE LEMON CONSERVANCY
Check Detail
March 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6200 · Regular Gas	-60.99	60.99
					6400 · Meals	-45.00	45.00
					6190 · General Busi...	-93.29	93.29
				Wifi-Extender	6160 · Printer, Copi...	-176.24	176.24
TOTAL						-483.78	483.78
Check	**4427**	**3/19/2018**	**SCI REMC**		**1000 · Peoples Sta...**		**-456.95**
					6460 · Electric	-456.95	456.95
TOTAL						-456.95	456.95
Check	**4428**	**3/30/2018**	**WATKINS ACCOU...**		**1000 · Peoples Sta...**		**-450.00**
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	**4429**	**3/30/2018**	**BAUGH FINE PRINT**		**1000 · Peoples Sta...**		**-1,915.71**
				Season & Park Passes	6120 · Season & La...	-1,879.60	1,879.60
					6180 · Postage	-36.11	36.11
TOTAL						-1,915.71	1,915.71

$18,404.35

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
March 2018

	Allender, Clinton L			Casey, Adam W			Hopkins, Matthew K			Manley, Andrew T			O'Malia, And...	
	Hours	Rate	Mar 18	Hours	Rate	Mar 18	Hours	Rate	Mar...	Hours	Rate	Mar 18	Hours	Rate
Employee Wages, Taxes and Adjustments														
Gross Pay														
Salary-6000			0.00			6,000.00			0.00			0.00		
OT-6112			0.00			0.00			0.00			0.00		
OT-6114	3.5	30.00	105.00			0.00			0.00			0.00		
Reg. Pay-6070			0.00			0.00	7	9.50	66.50			0.00	27.25	10.50
Reg.Pay-6110			0.00			0.00			0.00	14.25	11.00	156.75		
Reg.Pay-6111			0.00			0.00			0.00			0.00		
Reg.Pay-6112			0.00			0.00			0.00			0.00		
Reg.Pay-6114	*****	20.00	3,130.00			0.00			0.00			0.00		
Reg.Pay-6115			0.00			0.00			0.00			0.00		
Total Gross Pay	160		3,235.00			6,000.00	7		66.50	14.25		156.75	27.25	
Deductions from Gross Pay														
Insurance			0.00			0.00			0.00			0.00		
Retirement			0.00			-360.00			0.00			0.00		
Total Deductions from Gross Pay			0.00			-360.00			0.00			0.00		
Adjusted Gross Pay	160		3,235.00			5,640.00	7		66.50	14.25		156.75	27.25	
Taxes Withheld														
Federal Withholding			-323.00			-759.00			0.00			0.00		
Medicare Employee			-46.91			-87.00			-0.96			-2.27		
Social Security Employee			-200.57			-372.00			-4.12			-9.72		
IN - Withholding			-104.49			-182.16			-2.15			-5.07		
Hamilton Co			0.00			0.00			0.00			0.00		
Law. Co.			-56.62			0.00			0.00			0.00		
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00		
Monroe Co.			0.00			-61.77			-0.89			-2.11		
Total Taxes Withheld			-731.59			-1,461.93			-8.12			-19.17		
Net Pay	**160**		**2,503.41**			**4,178.07**	**7**		**58.38**	**14.25**		**137.58**	**27.25**	
Employer Taxes and Contributions														
Federal Unemployment			19.41			6.00			0.40			0.94		
Medicare Company			46.91			87.00			0.96			2.27		
Social Security Company			200.57			372.00			4.12			9.72		
IN - Unemployment Company			16.17			17.50			0.33			0.78		
Total Employer Taxes and Contributions			**283.06**			**482.50**			**5.81**			**13.71**		

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
March 2018

	O'Malia,...	Snooks, Franklin A			Warthan, Levi R			TOTAL		
	Mar 18	Hours	Rate	Mar 18	Hours	Rate	Mar 18	Hours	Rate	Mar 18
Employee Wages, Taxes and Adjustments										
Gross Pay										
Salary-6000	0.00			0.00			0.00			6,000.00
OT-6112	0.00			0.00	3.5	57.75	202.13	3.50		202.13
OT-6114	0.00			0.00			0.00	3.50		105.00
Reg. Pay-6070	286.13	8	11.50	92.00			0.00	42.25		444.63
Reg.Pay-6110	0.00			0.00			0.00	14.25		156.75
Reg.Pay-6111	0.00			0.00		38.00	0.00			0.00
Reg.Pay-6112	0.00			0.00	*****	38.50	6,410.25	******		6,410.25
Reg.Pay-6114	0.00			0.00			0.00	******		3,130.00
Reg.Pay-6115	0.00			0.00		38.00	0.00			0.00
Total Gross Pay	286.13	8		92.00	170		6,612.38	******		16,448.76
Deductions from Gross Pay										
Insurance	0.00			0.00			0.00			0.00
Retirement	0.00			0.00			0.00			-360.00
Total Deductions from Gross Pay	0.00			0.00			0.00			-360.00
Adjusted Gross Pay	286.13	8		92.00	170		6,612.38	******		16,088.76
Taxes Withheld										
Federal Withholding	0.00			0.00			-819.00			-1,901.00
Medicare Employee	-4.15			-1.33			-95.88			-238.50
Social Security Employee	-17.74			-5.70			-409.97			-1,019.82
IN - Withholding	-9.25			-2.97			-213.58			-519.67
Hamilton Co	-2.86			0.00			0.00			-2.86
Law. Co.	0.00			0.00			0.00			-56.62
Medicare Employee Addl Tax	0.00			0.00			0.00			0.00
Monroe Co.	0.00			-1.01			-68.97			-134.75
Total Taxes Withheld	-34.00			-11.01			-1,607.40			-3,873.22
Net Pay	**252.13**	**8**		**80.99**	**170**		**5,004.98**	******		**12,215.54**
Employer Taxes and Contributions										
Federal Unemployment	1.72			0.55			27.22			56.24
Medicare Company	4.15			1.33			95.88			238.50
Social Security Company	17.74			5.70			409.97			1,019.82
IN - Unemployment Company	1.43			0.46			33.06			69.73
Total Employer Taxes and Contributions	**25.04**			**8.04**			**566.13**			**1,384.29**

LLCD BUDGET PLANNER/KEY DATES FOR 2019 BUDGET

April 26, 2018	Budget Time-Line Calendar – Selection of Board Budget Committee
April 26 – June 23, 2018	Prepare 2018 Budget
June 23, 2018	Presentation of 2019 Budget (10:00 A.M., Riddle Point Park Shelter House)
July 21, 2018	First Public Discussion on 2019 Budget (10:00 A.M., Riddle Point Park Shelter House)
August 18, 2018	Second Public Discussion on 2019 Budget (10:00 A.M., Riddle Point Park Shelter House) *All Budget adjustments must be made by the conclusion of the August 18, 2018 Meeting.
September 27, 2018	Public Hearing on 2019 Budget
October 25, 2018 (But no later than November 1, 2018)	Board Adoption of 2019 Budget (Minimum 15 days after Monroe County Council Review)

RESOLUTION 04-18-02
OF THE BOARD OF DIRECTORS
OF LAKE LEMON CONSERVANCY DISTRICT

The Board of Directors of Lake Lemon Conservancy District (the "District" or "LLCD") hereby adopts the following resolutions as the resolutions and actions of the Directors of the District. These resolutions will be filed with the records of the District as the duly authorized actions of the Directors.

WHEREAS, the Directors have given careful consideration to the question of how to hold or invest any donations, gifts (both inter vivos and testamentary), devises, or other charitable contributions from freeholders of the District or from any other source, so as to maximize the value of any such contributions and to support the activities for the district.

WHEREAS, The Directors desire to establish a designated pass-through (non-permanent) fund with the Community Foundations of Monroe and Brown Counties to hold and manage said charitable contributions; with authorization to request funds, approved by the LLCD Board of Directors, given to the positions of LLCD Chairman, Vice Chairman and District Manager.

WHEREAS, the Community Foundation is an Indiana nonprofit corporation exempt from federal income taxes under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such a designated pass-through fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated pass-through fund, subject to the terms and conditions set forth in Attachment A (Monroe County Community Foundation) and Attachment B (Brown County Community Foundation).

NOW, THEREFORE, IT IS HEREBY RESOLVED that the District and the Community Foundations of Monroe and Brown Counties, establish a designated pass-through (non-permanent) fund to support the activities of the District.

_____ initials

ADOPTED BY THE FOLLOWING VOTE:

AYE	NAY	ABSTAIN
_____	_____	_____
PAM DUGAN, CHAIRMAN		
_____	_____	_____
MARY JANE BROWN, VICE-CHAIR		
_____	_____	_____
MIKE BLACKWELL, TREASURER		
_____	_____	_____
MICHAEL KLITZING, Sub-Area I		
_____	_____	_____
DEBRA LADYMAN, Sub-Area II		
_____	_____	_____
LORA SCHELL, Sub-Area IV		
_____	_____	_____
LES WADZINZKI, Sub-Area V		

ATTEST: _____
LLCD District Manager

initials_____

ATTACHMENT "A"

COMMUNITY FOUNDATION of BLOOMINGTON and MONROE COUNTY, INC.
DESIGNATED NON-PERMANENT FUND AGREEMENT for the
LAKE LEMON ENHANCEMENT FUND

THIS AGREEMENT (the "Agreement") is made and entered into as of _____, 20__, by and between Community Foundation of Bloomington and Monroe County, Inc. (the "Community Foundation"), and the Lake Lemon Conservancy ("Donor").

WHEREAS, Donor desires to establish a designated non-permanent fund in the Community Foundation; and

WHEREAS, the Community Foundation is an Indiana nonprofit corporation exempt from federal income taxes under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such a designated endowment fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated non-permanent fund, subject to the terms and conditions hereof.

NOW THEREFORE, the parties agree as follows:

1. GIFT AND FUND DESIGNATION. Donor hereby transfer irrevocably to the Community Foundation the property (cash, publicly traded securities, or other assets) described in the attached Exhibit A to establish a designated non-permanent fund to be known as the ***Lake Lemon Enhancement Fund*** (the "Fund"). Subject to the right of the Community Foundation to reject any particular gift, from time to time the Community Foundation may accept additional irrevocable gifts of property from Donor or from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.

2. PURPOSE. The purpose of the Fund shall be to provide support to the Lake Lemon Conservancy District (the "Designated Organization"), as directed by the Board of Directors (the "Board") of the Community Foundation. Such support shall be used to provide support for sustainable practices to protect natural resources, restore wild spaces, support efforts to control sediment and water quality, engage in recreation, provide education, and serve as a research environment for the common good of Lake Lemon and to enhance the current and future of value of Lake Lemon as a community and natural resource area within the meaning of Code section 170(c)(1) or 170(c)(2)(B) and shall be consistent with the mission and purposes of the Community Foundation.

3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be committed, granted, or expended solely for purposes described in this Agreement.

initials_____

If any gift to the Community Foundation for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community served by the Community Foundation. No distribution shall be made from the Fund that may in the judgment of the Community Foundation jeopardize or be inconsistent with the Community Foundation's Code section 501(c)(3) status or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Community Foundation shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and the Community Foundation's Articles of Incorporation and Bylaws and written policies, as amended from time to time. The Board shall oversee distributions from the Fund and shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(f)(11)(v)(B) or corresponding provisions of any subsequent federal tax laws.

The Board agrees to provide Donor upon request a copy of any annual examination of the finances of the Community Foundation as reported by any independent certified public accountants or other accounting professionals retained by the Community Foundation.

This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Indiana. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Indiana.

5. CONDITIONS FOR ACCEPTANCE OF GIFTS. Donor agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of the Articles of Incorporation and Bylaws and written policies of the Community Foundation, as amended from time to time, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:

a. Presumption of Donors' intent;

b. Variance from Donors' direction; and

c. Amendments.

6. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated, the Community Foundation shall use any remaining assets in the Fund exclusively for charitable or other exempt purposes that:

a. are within the scope of the charitable and other exempt purposes of the Community Foundation; and

b. most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

7. NOT A SEPARATE TRUST. The Fund shall be a component part of the Community Foundation. All money and property in the Fund shall be held as general assets of the Community Foundation and not segregated as trust property of a separate trust.

8. **ACCOUNTING.** The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts to the Community Foundation.

 initials_____

9. INVESTMENT OF FUND ASSETS. The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's general assets. Funds may be invested in uninsured securities and are subject to investment risks that may result in loss of value.

10. **COSTS OF THE FUND.** It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Community Foundation as applicable to funds of this type, as such schedule may be amended by the Community Foundation from time to time. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorneys fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is prevailing party, also shall be paid from the Fund.

IN WITNESS WHEREOF, Donor and the Community Foundation, by a duly authorized officer, have executed this Agreement as of the day and year first above written.

_____

Pam Dugan, Chairman
Lake Lemon Conservancy District

COMMUNITY FOUNDATION of BLOOMINGTON and MONROE COUNTY, INC.

By _____
Tina Peterson
President and Chief Executive Officer

initials_____

Non-Permanent Funds

Fund Name: Lake Lemon Enhancement Fund

Fund Type: Designated, non-permanent

The Foundation has a fiduciary responsibility to administer funds to achieve the purposes defined. Because of the indefinite timeframe for distributing grants from a non-permanent fund, the Board approaches the investment of such funds cautiously. For funds that will be held for less than two to three years, the Finance Committee will generally elect to invest the funds in low risk vehicles like money market accounts or certificates of deposit. If you anticipate that funds could be maintained for longer periods of time, investing the funds with our pooled investment portfolio may be desirable. There is potential for increased growth if the fund is invested like an endowment but this could expose the fund to more risk in the short term. Please advise us on your intentions for recommending distributions from the fund.

Please complete both questions, then sign and date below.

1. It is anticipated that funds will be distributed in:

   ___ **Less** than 3 years

   ___ **More** than 3 years

   ___ We do not know

2. We would suggest that the Community Foundation invest the funds as follows:

   ___ Cash Management fund

   ___ Short-term bond fund

   ___ Long-term investment pool

Signature _____ Date_____

Printed Name_____

Title _____

ATTACHMENT "B"

DESIGNATED INVESTED PASS-THROUGH FUND AGREEMENT
BETWEEN
BROWN COUNTY COMMUNITY FOUNDATION, INC.,
AND
LAKE LEMON ENHANCEMENT FUND

THIS AGREEMENT (the "Agreement") is made and entered into as of _____, 20__, by and between Community Foundation of Brown County, Inc. (the "Community Foundation"), and the Lake Lemon Conservancy ("Donor").

WHEREAS, Donor desires to establish a designated pass-through fund in the Community Foundation; and

WHEREAS, the Community Foundation is an Indiana nonprofit corporation exempt from federal income taxes under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such a designated pass-through fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated pass-through fund, subject to the terms and conditions hereof.

NOW THEREFORE, the parties agree as follows:

1. GIFT AND FUND DESIGNATION. Donor hereby transfer irrevocably to the Community Foundation the property (cash, publicly traded securities, or other assets) described in the attached Exhibit A to establish a designated non-permanent fund to be known as the ***Lake Lemon Enhancement Fund*** (the "Fund"). Subject to the right of the Community Foundation to reject any particular gift, from time to time the Community Foundation may accept additional irrevocable gifts of property from Donor or from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.

2. PURPOSE. The purpose of the Fund shall be to provide support to the Lake Lemon Conservancy District (the "Designated Agency"), as directed by the Board of Directors (the "Board") of the Community Foundation. Such support shall be used to provide support for sustainable practices to protect natural resources, restore wild spaces, support efforts to control sediment and water quality, engage in recreation, provide education, and serve as a research environment for the common good of Lake Lemon and to enhance the current and future of value of Lake Lemon as a community and natural resource area within the meaning of Code section 170(c)(1) or 170(c)(2)(B) and shall be consistent with the mission and purposes of the Community Foundation.

3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be committed, granted, or expended solely for purposes described in this Agreement.

If any gift to the Community Foundation for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community served by the Community Foundation. No distribution shall be made from the Fund that

may in the judgment of the Community Foundation jeopardize or be inconsistent with the Community Foundation's Code section 501(c)(3) status or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Community Foundation shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and the Community Foundation's Articles of Incorporation and Bylaws and written policies, as amended from time to time. The Board shall oversee distributions from the Fund and shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(f)(11)(v)(B) or corresponding provisions of any subsequent federal tax laws.

The Board agrees to provide Donor upon request a copy of any annual examination of the finances of the Community Foundation as reported by any independent certified public accountants or other accounting professionals retained by the Community Foundation.

This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Indiana. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Indiana.

5. CONDITIONS FOR ACCEPTANCE OF GIFTS. Donor agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of the Articles of Incorporation and Bylaws and written policies of the Community Foundation, as amended from time to time, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:

a. Presumption of Donors' intent;

b. Variance from Donors' direction; and

c. Amendments.

6. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated, the Community Foundation shall use any remaining assets in the Fund exclusively for charitable or other exempt purposes that:

a. are within the scope of the charitable and other exempt purposes of the Community Foundation; and

b. most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

7. NOT A SEPARATE TRUST. The Fund shall be a component part of the Community Foundation. All money and property in the Fund shall be held as general assets of the Community Foundation and not segregated as trust property of a separate trust.

8. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts to the Community Foundation.

9. INVESTMENT OF FUND ASSETS. The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's general assets. Funds may be invested in uninsured securities and are subject to investment risks that may result in loss of value.

10. **COSTS OF THE FUND.** It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Community Foundation as applicable to funds of this type, as such schedule may be amended by the Community Foundation from time to time. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorney's fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is prevailing party, also shall be paid from the Fund.

WITNESS WHEREOF, Donor and the Community Foundation, by a duly authorized officer, have executed this Agreement as of the day and year first above written.

_____

Pam Dugan, Chairman
Lake Lemon Conservancy District

BROWN COUNTY COMMUNITY FOUNDATION, INC.

By _____
President and Chief Executive Office

Request for Bids
Maintenance Herbicide Treatment – 2018

Bid due date: _____4/18/18_____

Return bid to: _Lake Lemon Conservancy District_(Local Sponsor Name)
_Adam Casey_____ (Contact Name)
___7599 N. Tunnel Rd_____ (Address)
___Unionville, IN 47468 _____ (City, State, Zip code)
____812-334-0233_____ (Telephone)
____Manager@lakelemon.org___ (Email)

Copy to: Rod Edgell
Northeast Regional Office
IDNR Division of Fish & Wildlife
1353 South Governors Drive
Columbia City, IN 46725
redgell@dnr.in.gov

Bid submitted by: ___Aquatic Control Inc._____ (Company Name)
_____PO Box 100_____ (Address)
_____ (Address)
___Seymour, IN 47274_____ (City, State, Zip code)
____800-753-5253 x243_____ (Telephone)
_____natel@aquaticcontrol.com_____ (Email)

In compliance with the invitation for bids, bidder hereby proposes to perform the described work related to herbicide treatments in compliance with all policies and procedures specified by the IDNR Lake and River Enhancement Program (LARE).

The bidder understands that the acreages listed are approximate and subject to increase or decrease, depending upon surveys and other information. The bidder agrees that the unit prices will be used if additions or deductions are made to the quantity of work.

The bidder shall include all costs associated with performance of this work, including taxes, permitting fees, fuel surcharges or other related expenses. All work required for completion of the project shall be considered as incidental work unless designated as a pay item on this bid form.

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Joey Leach (jleach1@dnr.in.gov or 317-234-1074) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

Bid
Maintenance Herbicide Treatment – 2018

The undersigned, having become familiar with the instructions to bidders and the specifications, hereby proposes to perform as required and to provide and furnish all labor, materials, equipment, and transportation services necessary to complete the required work for aquatic herbicide treatment of the lake named below, in compliance with all policies of the IDNR LARE Program and for the following price:

Item Description	Price
Herbicide treatment at Lake Lemon, Monroe & Brown Counties Application of liquid Triclopyr to treat approximately 55 acres of Eurasian watermilfoil, Triclopyr should be applied at a concentration of 2.0 ppm.	
Per acre liquid Triclopyr with an average depth of 3ft (2.0 ppm)	$ 550.00
Per acre liquid Triclopyr with an average depth of 4ft (2.0 ppm)	$ 550.00
Per acre liquid Triclopyr with an average depth of 5ft (2.0 ppm)	$ 550.00

The actual treatment will be based on information collected prior to treatment to determine the exact extent and location of the treatment area in compliance with permits issued by the Indiana Department of Natural Resources. An Aquatic Vegetation Management Plan is not a part of this LARE project, therefore it is the responsibility of the bidder to produce the pre-treatment map needed for approval by LARE staff prior to herbicide application.

All treatments are to be completed with no less than the minimum label rate of chemical, unless otherwise indicated.

All applicable permits for this treatment must be on file with the Indiana Department of Natural Resources prior to control activities.

The undersigned may be required to show that the company has performed work similar to that described by this bid request and the vegetation management plan associated with this lake.

In submitting this bid, it is understood that the right is reserved to reject any and all bids and to waive defects in the bids.

Signed this 4th day of April, 2018
Signature: Nathan W. Long
Printed Name: Nathan W. Long
Title: VP Lake Management Services
Company: Aquatic Control Inc.

Request for Bids
Maintenance Herbicide Treatment – 2018

Bid due date: _____4/18/18_____

Return bid to: _Lake Lemon Conservancy District_(Local Sponsor Name)
_Adam Casey_____ (Contact Name)
___7599 N. Tunnel Rd_____ (Address)
___Unionville, IN 47468 _____ (City, State, Zip code)
____812-334-0233_____ (Telephone)
____Manager@lakelemon.org___ (Email)

Copy to: Rod Edgell
Northeast Regional Office
IDNR Division of Fish & Wildlife
1353 South Governors Drive
Columbia City, IN 46725
redgell@dnr.in.gov

Bid submitted by: Clarke Aquatic Services (Company Name)
_____ (Address)
1900 S. 11th Street (Address)
Niles, Michigan 49120 (City, State, Zip code)
630-488-9809 (Telephone)
jhaufle@clarke.com (Email)

In compliance with the invitation for bids, bidder hereby proposes to perform the described work related to herbicide treatments in compliance with all policies and procedures specified by the IDNR Lake and River Enhancement Program (LARE).

The bidder understands that the acreages listed are approximate and subject to increase or decrease, depending upon surveys and other information. The bidder agrees that the unit prices will be used if additions or deductions are made to the quantity of work.

The bidder shall include all costs associated with performance of this work, including taxes, permitting fees, fuel surcharges or other related expenses. All work required for completion of the project shall be considered as incidental work unless designated as a pay item on this bid form.

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Joey Leach (jleach1@dnr.in.gov or 317-234-1074) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

Bid
Maintenance Herbicide Treatment – 2018

The undersigned, having become familiar with the instructions to bidders and the specifications, hereby proposes to perform as required and to provide and furnish all labor, materials, equipment, and transportation services necessary to complete the required work for aquatic herbicide treatment of the lake named below, in compliance with all policies of the IDNR LARE Program and for the following price:

Item Description	Price
Herbicide treatment at Lake Lemon, Monroe & Brown Counties Application of liquid Triclopyr to treat approximately 55 acres of Eurasian watermilfoil, Triclopyr should be applied at a concentration of 2.0 ppm.	
Per acre liquid Triclopyr with an average depth of 3ft (2.0 ppm)	$470
Per acre liquid Triclopyr with an average depth of 4ft (2.0 ppm)	$594
Per acre liquid Triclopyr with an average depth of 5ft (2.0 ppm)	$717

The actual treatment will be based on information collected prior to treatment to determine the exact extent and location of the treatment area in compliance with permits issued by the Indiana Department of Natural Resources. An Aquatic Vegetation Management Plan is not a part of this LARE project, therefore it is the responsibility of the bidder to produce the pre-treatment map needed for approval by LARE staff prior to herbicide application.

All treatments are to be completed with no less than the minimum label rate of chemical, unless otherwise indicated.

All applicable permits for this treatment must be on file with the Indiana Department of Natural Resources prior to control activities.

The undersigned may be required to show that the company has performed work similar to that described by this bid request and the vegetation management plan associated with this lake.

In submitting this bid, it is understood that the right is reserved to reject any and all bids and to waive defects in the bids.

Signed this 17th day April , 2018

Signature: _____

Printed Name: Joe Haufle

Title: Aquatic Specialist, Midwest

Company: Clarke Aquatic Services, INC

March 19, 2018

To Whom It May Concern,

We are writing this petition to request that our property at 7435 N John Young Rd be annexed into the Lake Lemon Conservancy District. We have lived at this property almost 3 years and have enjoyed boating on Lake Lemon every summer. We would like a dock to have easy access to our pontoon boat. The owners of this property are Chris and Melissa Francis. We have two children who have enjoyed both fishing and playing on Lake Lemon with friends.

We look forward to your positive response.

Sincerely,

Chris and Melissa Francis

7435 N John Young Rd
Unionville IN 47468

361-443-0001