



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Benton Township Senior Citizens Building
March 19, 2014
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (JS)
 - A. Oath of Office: Pam Dugan, Sub-Area VI Director
 - B. Introduction: Sue Miller, Sub-Area II Director
 - C. Board of Directors: Updated Information Sheet
- II. Approval of February 19, 2014 Annual Board Meeting Minutes (JS)
- III. Treasurer's Report (LE)
 - A. February Financial Highlights
 - B. Report of Claims for February 2014
- IV. Manager's Report (BM)
 - A. Professional Services Agreement: Lee Keen, Integritech Equipment Repair
 - C. Professional Services Agreement: Ken Mullis – Lake Debris Removal
 - D. Stone Hauling Agreement
 - E. LLCD Barge Priorities for 2014: Discussion
 - F. Annual Board Conflict of Interest Policy and Signatures
- V. Public Comment (JS)
- VI. New Business / Correspondence for Future Agenda (JS)

Next Board Meeting: April 16, 2014
- IX. Adjournment (JS)



Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

Date: 3/19/14

Name	Lake Address	District
Suemilar	1334 Lavenderlane Greenwood	II
Diehl, TJ	4162 Channel Rd.	7
WIDEGREN J	7530 Lakewood DR	10
WIDEGREN J	7530 Lakewood DR	10
VANCE BRITT	6486 SHOULSHORE	7
MIKE BLACKWELL	4071 SALMON HARBOR RD	VII
Jane Warner	6813 North Shore Drive	7
Ed Roehling	8563 E Wilderness Trl	
Sandra Reekling	8563 E WILDERNESS TRL	
David S Shindler		7
SCOTT ADAMSON	4184 WALKER LANE	7
BARRY WESNIDGE	4186 Channel Rd.	7
Ron Thrasher Jr	4204 Channel Rd.	7
TOM WOOD	6337 North Shore Drive	7

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Center Building
March 19, 2014**

The March 19th, 2014 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Center Building and was called to order by Chairman John Schell at 6:00 P.M.

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

I. Opening Comments (Schell)

- a. Dugan was absent from the February 19, 2014 Re-Scheduled Annual Board Meeting and was administered the Oath of Office by Schell.

II. Approval of February 19, 2014 Annual Board Meeting Minutes (Schell)

EBERLE MOTIONED TO APPROVE THE FEBRUARY 19, 2014 ANNUAL BOARD MEETING MINUTES. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Eberle)

- a. February Financial Highlights (see attached)
 - i. Notable Revenue – Sublease Application Fees
- b. Report of Claims for February 2014

THRASHER MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR FEBRUARY 2014. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

IV. Manager's Report (Madden)

- a. Professional Services Agreement: Lee Keen, Integritech Equipment Repair

MILLER MOTIONED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT: LEE, KEEN, INTEGRITECH EQUIPMENT REPAIR. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- b. Professional Services Agreement: Ken Mullis – Lake Debris Removal

- i. Mullis will be used in the hauling of debris from the East side of the long causeway.
- ii. The LLCDD staff feels using Mullis and renting a small skid steer to be used by the LLCDD dredger will considerably cut costs compared to removal in previous years.

EBERLE MOTIONED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT: KEN MULLIS – LAKE DEBRIS REMOVAL. THRASHER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

c. Stone Hauling Agreement

- i. Request for quote were sent to three local vendors. The LLCDD received quotes from A+ Performance, Inc. and Young Trucking, Inc. Young Trucking, Inc had the best prices across the board.

THRASHER MOTIONED TO APPROVE THE STONE HAULING AGREEMENT WITH YOUNG TRUCKING, INC. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

d. LLCDD Barge Priorities for 2014: Discussion

- i. Madden explained service zone 114, east of the spillway has been on the priority list for a few years, but the water depth is still four feet or better at normal pool
- ii. Service zone 130, east side of Reed Point, begins to shallow half way up the shoreline heading north. The barge would create a channel up the Reed Point shoreline and to the small cove towards the disposal site.
- iii. Service zone 219, access channel to Pt. Idalawn, is shallowing at the point, and the barge is unable to access the existing channels. This will help open up both sides of Pt. Idalawn and give barge access for shoreline work and future maintenance dredging.
- iv. Service zone 136-138, Chitwood Addition channels, though mostly inaccessible by the current barge, they should be on the list for the smaller barge come 2015.
- v. Service zone 113, COB property, has been identified as an area for shoreline stabilization (rip-rap).

- vi. Ron Thrasher (VII) asked if the current barge could access some of the Chitwood channels.
 - 1. Madden replied the barge could potentially do 1 to 2 of the Chitwood channels, but a smaller barge is the ideal method for dredging in Chitwood.
- vii. Dugan mentioned these priorities can be adjusted throughout the year.
- viii. Thrasher asked if there are any other areas on the East end in need of dredging.
 - 1. Madden replied there are some areas, but they would be best dug out with a smaller barge.
- ix. Miller asked when the DSG will be meeting to discuss the smaller barge.
 - 1. The DSG meeting is scheduled for Saturday, April 5, 2014. The DSG will have recommendations to the Board at the April 16, 2014 Meeting.
- x. Mike Blackwell (VII) commented remediation is needed over just sediment removal.
 - 1. Thrasher replied the DSG is looking into methods of remediation. A feasibility study for a weir and a DNR grant are in the works.
 - 2. Dugan replied many Freeholders around the lake are doing remediation to the shoreline and surrounding lake area.

SCHELL MOTIONED TO PRIORITIZE THE BARGE OPERATIONS WITH SERVICE ZONE 130, 1ST PRIORITY; SERVICE ZONE 219, 2ND PRIORITY; SERVICE ZONE 114, 3RD PRIORITY. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

e. Annual Board Conflict of Interest Policy

i. Signatures Obtained

V. Public Comment (Schell)

- a. Ed Roehling (II) and his brother have experienced damage around the lake. Why was the lake not drawn down this year?

- i. Schell replied the Board decided to see the effects of not drawing down the lake. Sedimentation is said to increase with drawdowns, and there has been little to no positive effect on vegetation control in recent years.
- b. Peggy MacFarland, commented her steps leading into the lake have been damaged due to ice, along with large trees and debris all around the shoreline.
 - i. Thrasher replied lots of people are experiencing the same problems.
 - ii. Eberle thanked her for her feedback.
- c. Dave Shinkle (VII) mentioned that drawing down the lake will cause increased erosion. Shinkle asked, do the By-Laws state that if a Board Member misses two meetings in a row he/she can be kicked off the Board?
 - i. Schell replied there is language in the Board By-Laws that discusses Board Member Attendance, but that is not something we wish to pursue at this time.

VI. New Business / Correspondence for Future Agenda (Schell)

- a. Thrasher asked to add a discussion on Board Member attendance.
- b. Next Board Meeting: April 16, 2014, Benton Township Senior Citizens Building.

IX. Adjournment (Schell)

MILLER MOTIONED TO ADJOURN THE MARCH 19, 2014 BOARD OF DIRECTORS MEETING. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:00 PM.

RESPECTFULLY SUBMITTED BY:

JAMES VAN TASSEL, BOARD RECORDER

Lake Lemon Conservancy District Information Sheet

BOARD OF DIRECTORS

February 26, 2014

Conservancy District Address and Phone Number:

7599 N. Tunnel Rd.
Unionville, IN 47468
Phone: (812) 334-0233
Fax: (812) 335-0038
Website: www.lakelemon.org
Email: llcdoffice@aol.com

Chairman: John Schell (Lora)
(Sub-Area IV) 9554 E. North Shore Drive
Unionville, IN 47468
Home: (812) 988-9400
j.schell@comcast.net
Term Expires: 2017

Director: Kim Mayer (Mike)
(Sub-Area III) 9004 Lakeview Drive
Unionville, IN 47468
Home: (812) 325-1637
kmayer@homefinder.org
Term Expires: 2015

Vice-Chair: Pam Dugan (Tom)
(Sub-Area VI) 637 Round Hill Rd.
Indianapolis, IN 46260
Home: (317) 726-1592
Lake: (812) 988-7446
Pddugan3@aol.com
Term Expires: 2018

Director: Dennis Friesel (Donna)
(Sub-Area V) 8819 E. South Shore Drive
Unionville, IN 47468
Home: (812) 332-1746
dfriesel@comcast.net
Term Expires: 2016

Treasurer: Lance Eberle (Stephanie)
(Sub-Area I) 7675 N. Tunnel Rd.
Unionville, IN 47468
Home: (812) 336-1288
Lancee@figprotects.com
Term Expires: 2017

Director: Tina Thrasher
(Sub-Area VII) 3647 E. Ridgecrest Cove.
Martinsville, IN 46151
Home: (765) 315-0185
Tthrasher6264@gmail.com
Term Expires: 2015

Director: Sue Miller (Dennis)
(Sub-Area II) 1334 Lavendar Ln.
Greenwood, IN 46143
Home: (317) 883-0036
smiler7732@gmail.com
Term Expires: 2018

Manager: Bob Madden
7599 N. Tunnel Road
Unionville, IN 47468
Office: (812) 334-0233
Cell: (812) 320-2841
llcdmadden@aol.com

19-Mar-14

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LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2014 thru February 28, 2014

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of February 28, 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
March 10, 2014

11:48 AM

03/10/14

Accrual Basis

LAKE LEMON CONSERVANCY**Balance Sheet**

As of February 28, 2014

Feb 28, 14

ASSETS**Current Assets****Checking/Savings**

1000 · Peoples State Bank	126,890.77
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	71,796.67
1050 · Savings Account	1,164.55

Total Checking/Savings	416,160.84
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Total Current Assets	416,160.84
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Fixed Assets

1510 · Trucks	132,761.25
1520 · Other Asset	35,350.00
1550 · Boats	209,750.00
1680 · Other Fixed Assets	117,082.00

Total Fixed Assets	494,943.25
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TOTAL ASSETS	911,104.09
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LIABILITIES & EQUITY**Liabilities****Current Liabilities****Other Current Liabilities**

2010 · FICA & Federal Taxes Payable	1,599.68
2020 · State & Co. Withholding Payable	591.13

Total Other Current Liabilities	2,190.81
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Total Current Liabilities	2,190.81
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Long Term Liabilities

2800 · Long Term Notes-Net of Current	58,023.29
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Total Long Term Liabilities	58,023.29
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Total Liabilities	60,214.10
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Equity

3000 · Opening Balance Equity	101,373.66
3040 · General Fund	568,661.67
3050 · Encumbered Fund	55.00
3060 · Cumulative Maintenance Fund	38,441.47
3200 · Retained Earnings	165,896.75
Net Income	-23,538.56

Total Equity	850,889.99
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TOTAL LIABILITIES & EQUITY	911,104.09
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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

February 2014

	Feb 14	Jan - Feb 14
Income		
4030 · Sublease & Access Fees	12,450.00	18,000.00
4060 · Interest	52.45	221.28
4080 · Fishing Tournament	0.00	500.00
Total Income	12,502.45	18,721.28
Expense		
6000 · Manager	4,582.58	9,165.16
6010 · FICA	508.64	1,020.94
6020 · State Unemployment Tax	0.00	17.57
6030 · Retirement	976.08	1,599.31
6040 · Health Insurance	1,681.51	3,363.02
6050 · Life Insurance	0.00	1,263.00
6110 · Lake Biologist	1,158.63	2,677.63
6112 · Dredger (Other)	900.00	1,494.00
6140 · Receipt/Tickets Books	0.00	347.05
6160 · Printer, Copier & Computer Supp	23.97	50.96
6170 · Miscellaneous-Other	146.20	146.20
6180 · Postage	6.97	112.17
6190 · General Business Supplies	95.02	190.98
6200 · Regular Gas	66.50	66.50
6210 · Diesel	0.00	207.80
6240 · Building & Grounds	33.98	117.04
6250 · Boat/Weed Harvester/Truck	21.38	48.28
6251 · Dredging Supplies	71.94	154.52
6300 · Accounting Services	450.00	900.00
6320 · Attorney	0.00	255.00
6350 · Other Prof/Secretarial Service	0.00	148.00
6370 · Phone, LDT, Pager, E-Mail	235.59	471.18
6410 · Subscriptions	50.00	50.00
6430 · Ads	24.46	24.46
6440 · Other	0.00	245.00
6450 · Insurance	1,165.50	16,079.75
6460 · Electric	447.95	855.90
6470 · Water	42.14	84.28
6480 · Trash	82.89	82.89
6520 · Boat	0.00	240.00
6670 · Debt Service (Dredging Equip.)	0.00	781.25
Total Expense	12,771.93	42,259.84
Net Income	-269.48	-23,538.56

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Accrual Basis

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

	Jan - Feb 14	Budget	\$ Over Budget	% of Budget
Income				
4000 - Watercraft Permits	0.00	102,000.00	-102,000.00	0.0%
4010 - Launch Fees	0.00	16,000.00	-16,000.00	0.0%
4020 - Marina & Club Fees	0.00	8,000.00	-8,000.00	0.0%
4030 - Sublease & Access Fees	18,000.00	26,000.00	-8,000.00	69.2%
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	221.28	2,500.00	-2,278.72	8.9%
4070 - Grants & Donations	0.00	6,000.00	-6,000.00	0.0%
4080 - Fishing Tournament	500.00	800.00	-300.00	62.5%
4090 - Park Reservations	0.00	4,500.00	-4,500.00	0.0%
4100 - Park Admission Fees	0.00	27,000.00	-27,000.00	0.0%
4110 - Concessions	0.00	0.00	0.00	0.0%
4120 - Other Income	0.00	0.00	0.00	0.0%
4130 - Dredging/Rip-Rap Income	0.00	20,000.00	-20,000.00	0.0%
Total Income	18,721.28	462,800.00	-444,078.72	4.0%
Expense				
6000 - Manager	9,165.16	54,991.00	-45,825.84	16.7%
6010 - FICA	1,020.94	11,681.00	-10,660.06	8.7%
6020 - State Unemployment Tax	17.57	314.00	-296.43	5.6%
6030 - Retirement	1,599.31	7,809.00	-6,209.69	20.5%
6040 - Health Insurance	3,363.02	21,000.00	-17,636.98	16.0%
6050 - Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 - Gate Attendant	0.00	15,000.00	-15,000.00	0.0%
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	0.00	4,800.00	-4,800.00	0.0%
6110 - Lake Biologist	2,677.63	21,700.00	-19,022.37	12.3%
6111 - Dredger	0.00	21,600.00	-21,600.00	0.0%
6112 - Dredger (Other)	1,494.00	13,500.00	-12,006.00	11.1%
6113 - Assistant Dredger	0.00	10,500.00	-10,500.00	0.0%
6114 - Assistant Dredger (Other)	0.00	5,250.00	-5,250.00	0.0%
6115 - Dredger (Private)	0.00	3,600.00	-3,600.00	0.0%
6116 - Assistant Dredger (Private)	0.00	1,750.00	-1,750.00	0.0%
6120 - Season & Launch Permits	0.00	1,200.00	-1,200.00	0.0%
6130 - Daily Permits	0.00	300.00	-300.00	0.0%
6140 - Receipt/Tickets Books	347.05	400.00	-52.95	86.8%
6150 - Checks	0.00	200.00	-200.00	0.0%
6160 - Printer, Copier & Computer Supp	50.96	500.00	-449.04	10.2%
6170 - Miscellaneous-Other	146.20	1,300.00	-1,153.80	11.2%
6180 - Postage	112.17	1,300.00	-1,187.83	8.6%
6190 - General Business Supplies	190.98	500.00	-309.02	38.2%
6200 - Regular Gas	66.50	5,000.00	-4,933.50	1.3%
6210 - Diesel	207.80	14,000.00	-13,792.20	1.5%
6240 - Building & Grounds	117.04	3,500.00	-3,382.96	3.3%
6250 - Boat/Weed Harvester/Truck	48.28	2,000.00	-1,951.72	2.4%

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03/10/14
Accrual Basis

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

	Jan - Feb 14	Budget	\$ Over Budget	% of Budget
6251 · Dredging Supplies	154.52	9,000.00	-8,845.48	1.7%
6252 · Rip Rap/Erosion Control	0.00	8,000.00	-8,000.00	0.0%
6270 · Boat Equipment	0.00	300.00	-300.00	0.0%
6290 · Signs & Nautical Markers	0.00	2,500.00	-2,500.00	0.0%
6300 · Accounting Services	900.00	5,400.00	-4,500.00	16.7%
6310 · Grass	0.00	10,875.00	-10,875.00	0.0%
6320 · Attorney	255.00	6,000.00	-5,745.00	4.3%
6330 · Consulting Engineer	0.00	15,000.00	-15,000.00	0.0%
6350 · Other Prof/Secretarial Service	148.00	500.00	-352.00	29.6%
6370 · Phone, LDT, Pager, E-Mail	471.18	2,900.00	-2,428.82	16.2%
6410 · Subscriptions	50.00	300.00	-250.00	16.7%
6430 · Ads	24.46	300.00	-275.54	8.2%
6440 · Other	245.00	1,300.00	-1,055.00	18.8%
6450 · Insurance	16,079.75	48,000.00	-31,920.25	33.5%
6460 · Electric	855.90	4,500.00	-3,644.10	19.0%
6470 · Water	84.28	600.00	-515.72	14.0%
6480 · Trash	82.89	1,100.00	-1,017.11	7.5%
6490 · Port-O-Lets	0.00	2,200.00	-2,200.00	0.0%
6500 · Pump Holding Tank	0.00	500.00	-500.00	0.0%
6510 · Building & Grounds Expense	0.00	4,000.00	-4,000.00	0.0%
6520 · Boat	240.00	1,500.00	-1,260.00	16.0%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6541 · Dredging Equipment Maintenance	0.00	7,000.00	-7,000.00	0.0%
6542 · Equipment Rental	0.00	2,000.00	-2,000.00	0.0%
6560 · Water Testing	0.00	4,300.00	-4,300.00	0.0%
6570 · Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit 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%
6620 · Dam/Spillway Inspection	0.00	4,650.00	-4,650.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	10,718.75	46,000.00	-35,281.25	23.3%
6670 · Debt Service (Dredging Equip.)	781.25			
6680 · Other Services and Charges	0.00	3,000.00	-3,000.00	0.0%
6681 · Fireworks	0.00	7,000.00	-7,000.00	0.0%
Total Expense	52,978.59	501,983.00	-449,004.41	10.6%
Net Income	-34,257.31	-39,183.00	4,925.69	87.4%



Lake Lemon Conservancy District

Date: February 28, 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 4 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$9,901.73

Dated this 19th day of March 2014

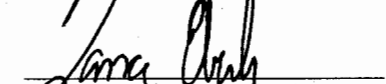
Signature of Governing Board



JOHN SCHELL, CHAIRMAN



PAM DUGAN, VICE CHAIR



LANCE EBERLE, TREASURER



SUE MILLER, Sub-Area II

KIM MAYER, Sub-Area III

DENNIS FRIESEL, Sub-Area V



TINA THRASHER, Sub-Area VII

11:59 AM

03/10/14

LAKE LEMON CONSERVANCY
Check Detail
February 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2299	2/3/2014	ILMS		1000 · Peoples Sta...		-50.00
					6410 · Subscriptions	-50.00	50.00
TOTAL						-50.00	50.00
Check	2912	2/3/2014	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	2913	2/3/2014	FIRST INSURANC...		1000 · Peoples Sta...		-1,165.50
					6450 · Insurance	-1,165.50	1,165.50
TOTAL						-1,165.50	1,165.50
Check	2914	2/3/2014	BROWN CO DEM...		1000 · Peoples Sta...		-11.03
					6430 · Ads	-11.03	11.03
TOTAL						-11.03	11.03
Check	2915	2/3/2014	TOYS AUTO PARTS		1000 · Peoples Sta...		-32.85
					6251 · Dredging Su...	-32.85	32.85
TOTAL						-32.85	32.85
Check	2916	2/3/2014	STAPLES CREDIT ...		1000 · Peoples Sta...		-118.99
					6160 · Printer, Copi...	-23.97	23.97
					6190 · General Busi...	-95.02	95.02
TOTAL						-118.99	118.99
Check	2917	2/11/2014	REPUBLIC SERVI...		1000 · Peoples Sta...		-82.89
					6480 · Trash	-82.89	82.89
TOTAL						-82.89	82.89

11:59 AM

03/10/14

LAKE LEMON CONSERVANCY
Check Detail
February 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2918	2/11/2014	HOOSIER TIMES, I...		1000 · Peoples Sta...		-13.43
				6430 · Ads		-13.43	13.43
TOTAL						-13.43	13.43
Check	2919	2/11/2014	NAPA AUTO PARTS		1000 · Peoples Sta...		-60.47
				6250 · Boat/Weed ...		-21.38	21.38
				6251 · Dredging Su...		-39.09	39.09
TOTAL						-60.47	60.47
Check	2920	2/11/2014	BLOOMINGTON H...		1000 · Peoples Sta...		-33.98
				6240 · Building & G...		-33.98	33.98
TOTAL						-33.98	33.98
Check	2921	2/11/2014	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
				6300 · Accounting ...		-450.00	450.00
TOTAL						-450.00	450.00
Check	2925	2/17/2014	VISA		1000 · Peoples Sta...		-219.67
				6170 · Miscellaneous...		-146.20	146.20
				6180 · Postage		-6.97	6.97
				6200 · Regular Gas		-66.50	66.50
TOTAL						-219.67	219.67
Check	2926	2/17/2014	COMCAST CABLE		1000 · Peoples Sta...		-202.75
				6370 · Phone, LDT,...		-202.75	202.75
TOTAL						-202.75	202.75
Check	2927	2/17/2014	VERIZON WIRELE...		1000 · Peoples Sta...		-32.84
				6370 · Phone, LDT,...		-32.84	32.84
TOTAL						-32.84	32.84

11:59 AM

03/10/14

LAKE LEMON CONSERVANCY
Check Detail
February 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2928	2/25/2014	ANTHEM BLUE CR...		1000 · Peoples Sta...		-1,681.51
					6040 · Health Insur...	-1,681.51	1,681.51
TOTAL						-1,681.51	1,681.51
Check	2929	2/25/2014	SCI REMC		1000 · Peoples Sta...		-447.95
					6460 · Electric	-447.95	447.95
TOTAL						-447.95	447.95

Total February

\$ 4646.00

12:10 PM

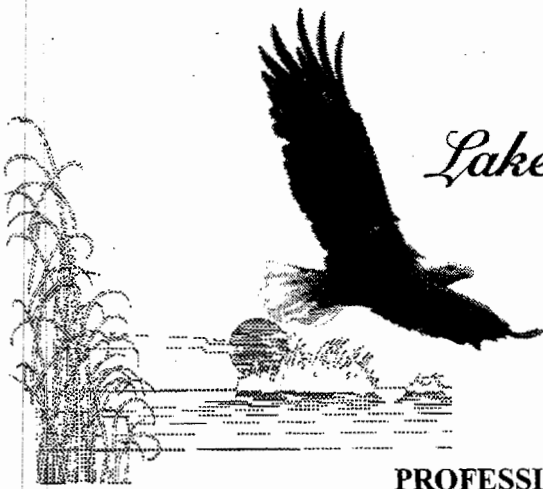
03/10/14

LAKE LEMON CONSERVANCY

Payroll Summary

February 2014

	MADDEN, ROBERT E			VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Hours	Rate	Feb 14	Hours	Rate	Feb 14	Hours	Rate	Feb 14	Hours	Rate	Feb 14
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary			4,582.58			0.00			0.00			4,582.58
HOURLY PAY-6110			0.00	74.75	15.50	1,158.63			0.00	74.75		1,158.63
Reg.Pay-6111			0.00			0.00		35.00	0.00			0.00
Reg.Pay-6112			0.00			0.00	25	36.00	900.00	25.00		900.00
Reg.Pay 6113			0.00		17.00	0.00			0.00			0.00
Total Gross Pay			<u>4,582.58</u>	<u>74.75</u>		<u>1,158.63</u>	<u>25</u>		<u>900.00</u>	<u>99.75</u>		<u>6,641.21</u>
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Total Deductions from Gross Pay			<u>0.00</u>			<u>0.00</u>			<u>0.00</u>			<u>0.00</u>
Adjusted Gross Pay			<u>4,582.58</u>	<u>74.75</u>		<u>1,158.63</u>	<u>25</u>		<u>900.00</u>	<u>99.75</u>		<u>6,641.21</u>
Taxes Withheld												
Federal Withholding			-506.00			-39.00			-38.00			-583.00
Medicare Employee			-66.44			-16.80			-13.05			-96.29
Social Security Employee			-284.12			-71.83			-55.80			-411.75
IN - Withholding			-155.80			-39.40			-30.60			-225.80
Hamilton Co			0.00			-11.59			0.00			-11.59
Monroe Co.			-47.66			0.00			-9.39			-57.05
Total Taxes Withheld			<u>-1,060.02</u>			<u>-178.62</u>			<u>-146.84</u>			<u>-1,385.48</u>
Net Pay			<u><u>3,522.56</u></u>	<u><u>74.75</u></u>		<u><u>980.01</u></u>	<u><u>25</u></u>		<u><u>753.16</u></u>	<u><u>99.75</u></u>		<u><u>5,255.73</u></u>
Employer Taxes and Contributions												
Federal Unemployment			14.50			6.96			5.40			26.86
Medicare Company			66.44			16.80			13.05			96.29
Social Security Company			284.12			71.83			55.80			411.75
IN - Unemployment Company			56.64			14.33			11.13			82.10
Total Employer Taxes and Contributions			<u><u>421.70</u></u>			<u><u>109.92</u></u>			<u><u>85.38</u></u>			<u><u>617.00</u></u>



Lake Lemon Conservancy District

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 19th day of March, 2014, by and between the Lake Lemon Conservancy District ("LLCD") and Lee R. Keen d/b/a Integritech Equipment Repair ("Integritech").

WHEREAS the LLCD has acquired equipment in conjunction with a Lake Enhancement initiative to improve and maintain the lake;

WHEREAS, the LLCD desires to retain a company that has particular expertise and knowledge in the repair of the equipment acquired;

WHEREAS, Lee R. Keen, doing business as Integritech Equipment Repair has specific knowledge and expertise in the repair of heavy construction equipment and has agreed to provide such services up to and including the limits of that specific knowledge and expertise to the LLCD upon request;

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

1. Description of Services. Integritech shall provide repair services on the construction equipment owned by the LLCD upon request of LLCD. The LLCD hereby retains Integritech and Integritech agrees to provide the services, specifically repairing equipment relating to the LLCD Lake Enhancement initiative, upon LLCD request.

2. Term. The Term shall be from April 1st, 2014 and shall continue for a period of one (1) year. It may be extended by mutual, written agreement of the parties and upon approval by the LLCD.

3. Termination and Notice. Either party may terminate this Agreement by giving a three (3) day notice to the other party. Notice for purposes of this Agreement shall be sent to:

Lee R. Keen d/b/a Integritech at: 8162 S. Old State Rd. 37, Bloomington, IN 47403

LLCD at: 7599 N. Tunnel Road, Unionville, IN 47468

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

4. Payment for Professional Services. For services rendered, LLCD shall pay Integritech Seventy Dollars (\$75.00) per hour, portal to portal, and will reimburse Integritech at the rate of \$1.50 per mile in transportation costs. The total amount of this Agreement shall be for approximately Seven Thousand Dollars and no cents (\$7,000.00). Integritech shall provide detailed invoice(s) to LLCD, setting forth the duties completed in furtherance of this Agreement and the time devoted to those duties. Upon approval by the LLCD of the invoice(s), the same will be processed by LLCD for payment within 15 days.

5. Materials. LLCD shall provide its Certificate of Sales Tax Exemption for the purchase of materials, if any purchases are to be made by Integritech, with prior approval of LLCD.

6. Relationship of the Parties. Integritech 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 Integritech'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 Integritech as the agent or representative of the LLCD. Nothing in this Agreement shall prohibit Integritech from engaging in work for anyone other than the LLCD.

7. Insurance. Integritech shall maintain appropriate commercial general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence. The LLCD and CBU shall be included as additional named-insureds on the policy and Integritech shall provide proof of insurance.

8. Liability. The LLCD and Integritech acknowledge and agree that the services to be performed by Integritech under this Agreement are to be performed by him at his own risk and that he assumes all responsibility for any damages or injuries that may result from Integritech's performance of services under this Agreement. Integritech 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 Integritech's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Integritech shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, liability insurance and Workers' Compensation insurance.

9. Tax Liability. Integritech 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 Integritech's services under this Agreement. The LLCD shall issue an IRS Form 1099 to Integritech for sums paid 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 arising from the breach.

11. No Assignment. The Integritech's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

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 Integritech.

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:

By: _____
Its: Chairman

Lee R. Keen d/b/a Integritech Equipment
Repair

312693/11820-055



Lake Lemon Conservancy District

PROFFESIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 19th day of March, 2014, by and between the Lake Lemon Conservancy District ("LLCD") and Kenneth R. Mullis ("Contractor").

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

1. Description of Services. The LLCD has initiated a program to remove debris from parts of Lake Lemon property and improve the conditions of Lake Lemon. (hereinafter "Project"). The LLCD hereby retains Contractor and Contractor agrees to provide services, as more particularly outlined in Exhibit "A," attached hereto and by reference incorporated herein.

2. Term. The Term shall be from March 19th, 2014 and shall continue until July 31st, 2014. It may be extended by mutual, written agreement of the parties and upon approval of additional hours by the LLCD.

3. Termination. Either party may terminate this Agreement by giving a three (3) day notice to the other party. Notice to Contractor shall be to: 7557 E. State Road 45 Unionville, IN 47468 and to the LLCD at: 7599 N. Tunnel Road, Unionville, IN 47468.

4. Payment for Services. The LLCD shall pay Contractor based on the proposal attached as Exhibit "A". Contractor shall provide a detailed invoice to LLCD, setting forth the duties completed in furtherance of this Agreement. Upon approval by the LLCD of the invoice(s), the same will be processed for payment in accordance with the LLCD policies, then in effect.

5. Materials. Materials utilized in connection with the Project shall be purchased directly by LLCD. LLCD shall provide its Certificate of Tax Exemption for the purchase of materials, if any purchases are to be made by Contractor, with prior approval of LLCD.

6. Relationship of the Parties. 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 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 Contractor as the agent or representative of the LLCD. Nothing in this Agreement shall prohibit Contractor from engaging in work for anyone other than the LLCD.

7. Insurance. Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence. The LLC and CBU shall be included as additional named-insureds on the policy and Contractor shall provide proof of insurance.

8. Liability. The LLC and Contractor acknowledge and agree that the services to be performed by Contractor under this Agreement are to be performed by him at his own risk and that he assumes all responsibility for any damages or injuries that may result from Contractor's performance of services under this Agreement. Contractor agrees to indemnify and hold harmless the LLC 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 Contractor's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Contractor shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, liability insurance and Workers' Compensation insurance.

9. Tax Liability. Contractor shall exonerate, indemnify, and hold harmless the LLC 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 Contractor's services under this Agreement. The LLC shall issue an IRS Form 1099 to Contractor for sums paid 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 arising from the breach.

11. No Assignment. The Contractor's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLC.

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 LLC and 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:

Contractor:

By: _____
Its: Chairman
313567/11820

Kenneth R. Mullis

Exhibit "A"

Kenneth R. Mullis

7557 E. St. Rd. 45
Unionville, Indiana 47468

Phone: 334-2136

Date: ¹³3-~~0~~2014

JOB LAKE LEMON CONSERVANCY

All labor and materials

To haul Debris and
DISPOSAL

\$250.00 PER TRUCK LOAD

D- Mobilization

75.00

Kenneth Mullis

Thank you!



Lake Lemon Conservancy District

STONE HAULING AGREEMENT

THIS AGREEMENT dated the 19th day of March, 2014 is made by and between the Lake Lemon Conservancy District ("LLCD") and Young Trucking, Inc. ("Contractor").

WHEREAS, in the course of its operation, LLCD has need of certain supplies and materials for lake maintenance, and improvements, including various sizes of stone ("Material");

WHEREAS, Contractor can provide Material to LLCD and agrees to do so upon LLCD request and at the cost herein determined.

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

1. Services. Upon request by the LLCD and at its discretion, Contractor shall provide tonnage of material, which includes delivery to the location specifically designated by LLCD within its geographic boundaries.
2. Cost. Contractor shall provide and transport the Material to LLCD for the quoted price listed on Attachment A, which amount is inclusive of all costs, including loading, delivery, and unloading at the site designated by the LLCD.
3. Term. March 19, 2014 to December 31, 2014.
4. Notice. Notice for purposes of this Agreement shall be:

Young Trucking, Inc
8262 E. State Road 45
Unionville, IN 47468
812-332-0403

LLCD
7599 N. Tunnel Road,
Unionville, IN 47468
812-334-0233

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

5. Payment for Services. Contractor shall provide detailed invoice(s) to LLCDC, setting forth the specific tonnage delivered. Upon approval by the LLCDC of the invoice(s), the same will be processed for payment in accordance with the LLCDC policies, then in effect.

6. Relationship of the Parties. Young Trucking, Inc is an independent contractor in the performance of each and every part of this Agreement and solely 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 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 Young Trucking, Inc as an agent or representative of the LLCDC.

7. Insurance. Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence. The LLCDC and CBU shall be included as additional named-insureds on the policy and Contractor shall provide proof of insurance.

8. Liability. Contractor assumes all responsibility for any damages or injuries that may result from Contractor's performance of services under this Agreement. Contractor agrees to indemnify and hold harmless the LLCDC 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 Contractor's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Contractor shall bear all costs of obtaining and maintaining for the term of this Agreement all required licensing, permits, liability insurance and Workers' Compensation insurance.

9. Tax Liability. 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 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 arising from the breach.

11. No Assignment. 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, shall have exclusive jurisdiction over disputes arising hereunder.

13. 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:

By: _____

John Schell

Its: Chairman

312744

Young Trucking, Inc

By: _____

Its: _____



Lake Lemon Conservancy District

2014 Stone Hauling Quotes Comparison Sheet

	Young Trucking	A+ Performance	Naylor Trucking
Gabion Rip-Rap	\$15.80 (BCS)	\$16.10 (BCS)	-
Graded Rip-Rap	\$15.80 (BCS)	\$15.95 (BCS)	-
#2's	\$11.75 (Ben)	\$12.25 (LP)	-
53's	\$10.75 (Ben)	\$11.25 (BCS)	-
24" Shot Rock	\$11.00 (Ben)	\$23.00 (BCS) (Class 1 RipRap)	-
	BCS – Blgtn Crushed Stone Ben – Ben Quarry	BCS – Blgtn Crushed Stone L.P.- Lincoln Park Stone	No quote received back from Naylor Trucking



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN. is soliciting stone quotes for calendar year 2014.

It is anticipated, in 2014, the District will spend approximately \$10,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Monday, March 10, 2014**.

Quoted price to be valid through December 31, 2014.

Gabion rip-rap and graded rip-rap to be quoted from Bloomington Crushed Stone only.

All other stone sizes may be quoted from any provider.

District's point of contact is Bob Madden, Manager (812-334-0233).

Quote Sheet

Material Type: Gabion Rip-Rap Crusher: R4I BCS	Material Type: Graded Rip-Rap Crusher: R4I BCS
Haul & Material Cost Per Ton: \$ 15.80	Haul & Material Cost Per Ton: \$ 15.80
Material Type: #2's Crusher: BEN'S	Material Type: 53's Crusher: BEN'S
Haul & Material Cost Per Ton: \$ 11.75	Haul & Material Cost Per Ton: \$ 10.75
Material Type: 24" Shot Rock Crusher: BEN'S	
Haul & Material Cost Per Ton: \$ 11.00	

Vendor Name: YOUNG TRUCKING INC.

Vendor Signature: [Signature]

Vendor Telephone: 812-332-0403

Date: 3-3-14



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN. is soliciting stone quotes for calendar year 2014.

It is anticipated, in 2014, the District will spend approximately \$10,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Monday, March 10, 2014**.

Quoted price to be valid through December 31, 2014.

Gabion rip-rap and graded rip-rap to be quoted from Bloomington Crushed Stone only.

All other stone sizes may be quoted from any provider.

District's point of contact is Bob Madden, Manager (812-334-0233).

Quote Sheet

Material Type: Gabion Rip-Rap Crusher: <i>BCS</i>	Material Type: Graded Rip-Rap Crusher: <i>BCS</i>
Haul & Material Cost Per Ton: <i>\$16.10</i>	Haul & Material Cost Per Ton: <i>\$15.95</i>
Material Type: #2's Crusher: <i>L1111111111111111</i>	Material Type: 53's Crusher: <i>BCS</i>
Haul & Material Cost Per Ton: <i>\$12.25</i>	Haul & Material Cost Per Ton: <i>\$11.25</i>
Material Type: 24" Shot Rock Crusher: <i>BCS</i> <i>CLASS 1 Rip Rap</i>	<i>True Shot Rock is not graded</i> <i>IT'S OFF THE WALL AS IS</i> <i>CAN BE VERY DIRTY TO DUST</i>
Haul & Material Cost Per Ton: <i>\$23.00</i>	

Vendor Name: *A+ Performance*

Vendor Signature: *[Signature]*

Vendor Telephone: *812-330-0453*

Date: *3/5/2014*



Lake Lemon Conservancy District

Suggested LLCD Barge Operations for 2014

Priority	Service Zone	Task	Estimate
	114	Just East of Spillway. First priority in Sub-Area II	20%
	130	East Side of Reed Point. Sixth priority in Sub-Area VI	65%
	219	Access Channel Leading to Pt. Idalawn. Eight Priority in Sub-Area VI	20%
	136-138	Chitwood Channels	200%

Lake Enhancement	Task
Shoreline Stabilization	COB Property, by Dam. Service Zone 113
Debris Removal	If and When Necessary

Notes: Tasks are subject to Board final approval.

Estimate is based on a 2003 Bathymetric Map and a 13,000 Y³ season.

Budget limitations will prevent the total completion of all of these priorities in 2014.

2013 Sediment Removal Program Summary				
Priority	Service Area	Y3 Removed	Description	% Completed
1	139	4,800	Salmon Harbor (VII)	100%
2	304	8,400	Little Africa - Chitwood Entrance (VII)	100%
3	130	0	East Side of Reed Point (VI)	0%
4	114	0	East of Spillway (II)	0%
n/a	139 (Private)	100	Freeholder Shoreline (VII)	100%
n/a	139 (Private)	200	Freeholder Shoreline (VII)	100%
n/a	139 (Private)	300	Freeholder Shoreline (VII)	100%

Cubic Yard Cost

Cost per Cubic Yard based on 2013 Sediment Removal Financial Summary

$(\$99,250.98 \div 13,200 \text{ Y3}) = \7.52 per Cubic Yard

Cost per Cubic Yard based on 2013 Sediment Removal Financial Summary plus Disposal Site Preparation

$[(\$99,250.98 + \$18,305.47) \div 13,200 \text{ Y3}] = \8.91 per Cubic Yard



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

The Lake Lemon Conservancy District ("LLCD") is a statutorily enabled special taxing district. Therefore, Lake Lemon Conservancy District operates with the public trust and is subject to scrutiny by and accountable to government authorities (including, but not limited to, the State Board of Accounts and the Monroe Circuit Court), as well as its freeholders and the public.

The board, officers, and management employees have the responsibility of administering the affairs of LLCD honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of LLCD. Those persons shall exercise the utmost good faith in all transactions involved in their duties, they shall not use their positions with LLCD or knowledge gained therefrom for their personal benefit, and they shall at all times comply with the conflict of interest requirements set forth in Indiana Code § 35-44-1-3 (as may be amended from time to time). The interests of LLCD must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed to directors and officers and all employees who can influence the actions of LLCD, and any other "public servant," as defined by Ind. Code § 35-41-1-24 & § 35-44-1-3.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to LLCD.
2. Persons and firms from whom LLCD leases property and equipment.
3. Persons and firms with whom LLCD is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Donors and others supporting LLCD.

5. Agencies, organizations, and associations which affect the operations of LLC.D.
6. Family members, friends, and other employees.
7. Any other person or circumstance, as defined by Ind. Code § 35-44-1-3.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with LLC.D.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with LLC.D.
3. Receiving remuneration for services with respect to individual transactions involving LLC.D.
4. Using LLC.D.'s time, personnel, equipment, supplies, or good will for other than LLC.D.-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with LLC.D. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.
6. Other circumstances, as provided by Ind. Code § 35-44-1-3.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is expected that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of LLC.D.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures. The directors, officers, management, employees, and/or "public servants" of LLC.D shall at all times comply with the terms of Indiana Code § 35-44-1-3 (as may be amended from time to time) and prepare and submit required disclosure forms, pursuant to law.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists;
4. The board has determined that the transaction is in the best interest of LLCD; and
5. The transaction is approved in accordance with the requirements of Ind. Code § 35-44-1-3.

The undersigned shall bring any conflict or concern regarding a conflict to the attention of the Board by its chair or the District Manager, as fitting considering all of the circumstances and in accordance with law, particularly Ind. Code § 35-44-1-3.

The board shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to LLCD. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of LLCD and the advancement of its purpose.

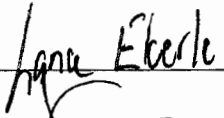
In addition to disclosing conflicts of interest under this Conflict of Interest Policy, any "public servant" (as defined by Ind. Code § 35-41-1-24 & § 35-44-1-3, attached hereto for reference) who is subject to a conflict of interest must also complete the State Board of Accounts' Uniform Conflict of Interest Disclosure Statement (SBA Form 236, attached hereto for reference). The "public servant" must submit the completed Form 236 to the LLCD Board of Directors *prior to* final action on any contract or purchase involving said public servant. The Board shall then determine whether to accept the Form—in accordance with Ind. Code § 35-44-1-3—prior to final action on the contract or purchase. Form 236, once accepted by the LLCD Board of Directors, shall be filed with the State Board of Accounts and the Monroe County Clerk within fifteen (15) days after final action on the contract or purchase. Furthermore, the public servant and the LLCD Board shall take any other steps necessary to ensure compliance with Indiana Code § 35-44-1-3 (as may be amended from time to time).

The undersigned herein discloses his or her association with the following entities or organizations which may or does have business with LLCD:

Entity/ Organization
Director/Management

Association

Board



First Insurance Group

Director

SCHELL MARINA DIRECTOR

Lake Lemon Conservancy District
Board Directors

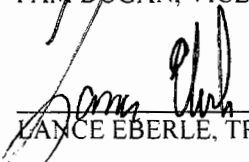
Management Official


JOHN SCHELL, CHAIRMAN

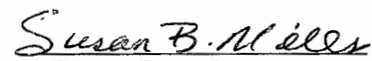

BOB MADDEN, MANAGER



PAM DUGAN, VICE-CHAIR

March 19, 2014


LANCE EBERLE, TREASURER

DATE


SUE MILLER, Sub-Area II


KIM MAYER, Sub-Area III


DENNIS FRIESEL, Sub-Area V


TINA THRASHER, Sub-Area VII

IC 35-41-1-3.2

"Agency"

Sec. 3.2. (a) "Agency" means any authority, board, bureau, commission, committee, department, division, hospital, military body, or other instrumentality of:

(1) the state, a county, a township, a city, a town, a separate municipal corporation, a special taxing district, or a public corporation; or

(2) a state-assisted college or state-assisted university.

(b) The term does not include any part of the legislative department or the judicial department of state government.

As added by P.L.13-1987, SEC.13.

IC 35-41-1-12

"Governmental entity" defined

Sec. 12. "Governmental entity" means:

(1) the United States or any state, county, township, city, town, separate municipal corporation, special taxing district, or public school corporation;

(2) any authority, board, bureau, commission, committee, department, division, hospital, military body, or other instrumentality of any of those entities; or

(3) a state-assisted college or state-assisted university.

As added by P.L.311-1983, SEC.13.

IC 35-41-1-24

"Public servant"

Sec. 24. "Public servant" means a person who:

(1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;

(2) is elected or appointed to office to discharge a public duty for a governmental entity; or

(3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

The term does not include a person appointed by the governor to an honorary advisory or honorary military position.

As added by P.L.311-1983, SEC.25. Amended by P.L.13-1987, SEC.15.

IC 35-44-1-3

Conflict of interest

Sec. 3. (a) The following definitions apply throughout this section:

(1) "Dependent" means any of the following:

(A) The spouse of a public servant.

(B) A child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is:

(i) unemancipated; and

(ii) less than eighteen (18) years of age.

(C) An individual more than one-half (1/2) of whose support is provided during a year by the public servant.

(2) "Governmental entity served by the public servant" means the immediate governmental entity being served by a public servant.

(3) "Pecuniary interest" means an interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of:

(A) the public servant; or

(B) a dependent of the public servant who:

(i) is under the direct or indirect administrative control of the public servant; or

(ii) receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant.

(b) A public servant who knowingly or intentionally:

(1) has a pecuniary interest in; or

(2) derives a profit from;

a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D felony.

(c) It is not an offense under this section if:

(1) The public servant or the public servant's dependent receives compensation through salary or an employment contract for:

(A) services provided as a public servant; or

(B) expenses incurred by the public servant as provided by law.

(2) The public servant's interest in the contract or purchase and

all other contracts and purchases made by the governmental entity during the twelve (12) months before the date of the contract or purchase was two hundred fifty dollars (\$250) or less.

(3) The contract or purchase involves utility services from a utility whose rate structure is regulated by the state or federal government.

(4) The public servant:

(A) acts in only an advisory capacity for a state supported college or university; and

(B) does not have authority to act on behalf of the college or university in a matter involving a contract or purchase.

(5) A public servant under the jurisdiction of the state ethics commission (as provided in IC 4-2-6-2.5) obtains from the state ethics commission, following full and truthful disclosure, written approval that the public servant will not or does not have a conflict of interest in connection with the contract or purchase under IC 4-2-6 and this section. The approval required under this subdivision must be:

(A) granted to the public servant before action is taken in connection with the contract or purchase by the governmental entity served; or

(B) sought by the public servant as soon after the contract or purchase as the public servant becomes aware of the facts that give rise to a question of conflict of interest.

(6) A public servant who makes a disclosure that meets the requirements of subsection (d) or (e) and is:

(A) not a member or on the staff of the governing body empowered to contract or purchase on behalf of the governmental entity, and functions and performs duties for the

governmental entity unrelated to the contract or purchase;

(B) appointed by an elected public servant;

(C) employed by the governing body of a school corporation and the contract or purchase involves the employment of a dependent or the payment of fees to a dependent;

(D) elected; or

(E) a member of, or a person appointed by, the board of trustees of a state supported college or university.

(7) The public servant is a member of the governing board of a hospital organized or operated under IC 16-22-1 through IC 16-22-5 or IC 16-23-1.

(d) A disclosure must:

(1) be in writing;

(2) describe the contract or purchase to be made by the governmental entity;

(3) describe the pecuniary interest that the public servant has in the contract or purchase;

(4) be affirmed under penalty of perjury;

(5) be submitted to the governmental entity and be accepted by

the governmental entity in a public meeting of the governmental entity before final action on the contract or purchase;

(6) be filed within fifteen (15) days after final action on the contract or purchase with:

(A) the state board of accounts; and

(B) if the governmental entity is a governmental entity other than the state or a state supported college or university, the clerk of the circuit court in the county where the governmental entity takes final action on the contract or purchase; and

(7) contain, if the public servant is appointed, the written approval of the elected public servant (if any) or the board of trustees of a state supported college or university (if any) that appointed the public servant.

(e) This subsection applies only to a person who is a member of, or a person appointed by, the board of trustees of a state supported college or university. A person to whom this subsection applies complies with the disclosure requirements of this chapter with respect to the person's pecuniary interest in a particular type of contract or purchase which is made on a regular basis from a particular vendor if the individual files with the state board of accounts and the board of trustees a statement of pecuniary interest in that particular type of contract or purchase made with that particular vendor. The statement required by this subsection must be made on an annual basis.

As added by Acts 1978, P.L.144, SEC.7. Amended by Acts 1981, P.L.304, SEC.1; P.L.329-1983, SEC.1; P.L.66-1987, SEC.28; P.L.13-1987, SEC.16; P.L.183-1988, SEC.1; P.L.109-1988, SEC.3; P.L.197-1989, SEC.3; P.L.2-1993, SEC.185; P.L.22-1995, SEC.3; P.L.1-1997, SEC.149; P.L.110-2011, SEC.1.