



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Benton Township Senior Citizens Building

March 18, 2015

6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
 - A. Introduction: Marty Mann, SubArea III; Mike Blackwell, SubArea VII
 - B. Board of Directors: Updated Information Sheet
- II. Approval of February 4, 2015 Annual Board Meeting Minutes (PD)
- III. Treasurer's Report (LE)
 - A. January & February Financial Highlights
 - B. Report of Claims for January 2015
 - C. Report of Claims for February 2015
 - D. Certificate of Deposit: Renewal
- IV. Dredging Study Group: Update (TT)
 - A. Recommendations
 - B. LLCD Barge Priorities for 2015: Discussion
- V. Manager's Report (AC)
 - A. Bid Packet for Excavator: Approval
 - B. Resolution 03-15-02: Adam Casey Financial Officer
 - C. Professional Services Agreement: Lee Keen, Integritech Equipment Repair
 - C. Professional Services Agreement: Ken Mullis – Lake Debris Removal
 - D. Stone Hauling Agreement
 - E. LLCD Office Repairs: Quotes (Handout)
 - i. Professional Services Agreement: Contractor – Office Repairs (Tentative)
 - F. Request for Annexation: Daniel Arnold
 - G. Freeholder Survey: Update
 - H. LLCD Email Addresses: Update
 - I. Annual Board Conflict of Interest Policy and Signatures
- VI. Public Comment (PD)
- VII. New Business / Correspondence for Future Agenda (PD)

Next Board Meeting: April 15, 2015
- IX. Adjournment (PD)



Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

Date: March 18th, 2015

Name	Lake Address	District
SCOTT ADAMSON	4184 WALKER LANE	LAKE PERSON
Ann Wroblewski	6484 Southshore Dr	7
Vince Britt	6484 Southshore Dr	7
Jeff Acher; Winnenauer	4385 Watson Rd	7
Terry Caplin	4304 Watson Rd	7
John Dickel	7536 Lake Woods DR	4
MaryJane Brown	4039 N Lakeview Dr.	3
Barbara Ritter	7750 Wildwood Dr	2
Rebecca Ball	6521 Snug Harbour Ln	7
R. Penlefer	6521 Snug Harbour Ln	7
Randy & Maranel Bruden	7667 N. John Ford Rd	1
Bruce Cressat	7721 N. Tunnel Rd	1
Lang Dearborn	4161 Chitwood	7
Bob Taylor	8064 N Lakewood Dr.	3
David Hobson	4008 Salmon Harbor Rd	7
SURAGALTA	8920 Southshore 47468	5

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Citizen's Building
March 18, 2015**

The March 18, 2015 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Citizen's Building and was called to order by Chairman Pam Dugan at 6:00 p.m.

BOARD MEMBERS PRESENT: Pam Dugan, Sue Miller, Lance Eberle, Marty Mann, John Schell, Dennis Friesel, and Mike Blackwell. ALSO PRESENT: Adam Casey, Manager; James Van Tassel, Lake Biologist; and LLCD Freeholders (see attached sign-in sheet).

I. Opening Comments (Dugan)

- a. Introduction: Marty Mann, SubArea III; Mike Blackwell, SubArea VII

II. Approval of February 4, 2015 Annual Board Meeting Minutes (Dugan)

EBERLE MOTIONED TO APPROVE THE FEBRUARY 4, 2015 ANNUAL MEETING MINUTES. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Eberle)

- a. January and February Financial Highlights
 - i. See Attached
 - ii. Notable Revenue
 - 1. Marina/Club & Sublease Fees
 - iii. Notable Expenses
 - 1. Salaries and Wages
 - 2. Quarterly Insurance Premium
- b. Report of Claims for January 2015
- c. Report of Claims for February 2015

MILLER MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR JANUARY AND FEBRUARY 2015. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- d. Certificate of Deposit: Renewal

- i. The DSG has previously recommended the \$100,000.00 General Fund CD be deposited into the checking account for the purchase of an excavator, barge, and motor(s).
- ii. The LLCD will deposit funds from CD # 371030314 into the checking account.

IV. Dredging Study Group: Update (Thrasher)

- a. The DSG has reviewed a preliminary barge design with a few barge building companies. The preliminary design was a single hull (20' x 40') with a recessed Diesel Motor. Shipping and added costs for a one piece build swayed the DSG from designing a single hull barge. The diesel motor was deemed, with new restrictions on emissions and the extraneous items involved with the propulsion system, too costly for the LLCD. Additionally re-sale value may be diminished with this custom design. The DSG is recommending a similar design, however having two 10'x40' sections pinned together with two gasoline outboard motors mounted on jack plates for propulsion. This will save cost substantially and will allow for better potential re-sale.
- b. Recommendation
 - i. The DSG has recommended to the Board to deposit the \$100,000.00 General Fund CD into the checking account. Eberle discussed this during his Treasurer's Report. No motion was made during the Treasurer's Report.
 - ii. The DSG wants the board to consider adding an additional board meeting to speed up the process of the barge build.
 - 1. Staff replied an additional meeting can't be prior to the April 15, 2015 meeting, due to state purchasing statutes regarding the advertisements of the invitation to bid.
- c. Bid Packet for Excavator: Approval (Casey)
 - i. Casey presented the schedule of the invitation to bid for the excavator. The bid must be advertised twice, a week apart, and 7 days prior to the opening of the bid. The bids will be opened

publicly at the April 15, 2015 Board of Directors Meeting. Once the bids are opened staff will review the equipment and make a recommendation to the Board. A contract/purchase agreement would be awarded at the May 20, 2015 Board of Directors Meeting. Bids on the Barge and motors will be forthcoming.

- ii. The LLCD is looking into an Excavator not to exceed 30,000 pounds with a 1 cubic yard bucket-toothed, 1 cubic yard bucket-smooth, and a hydraulic/mechanical thumb. Additional requirements are listed in the bid packet.

BLACKWELL MOTIONED TO DEPOSIT THE \$100,000.00 GENERAL FUND CD # 371030314 INTO THE CHECKING ACCOUNT AND MOTIONED TO APPROVE THE INVITATION TO BID FOR THE EXCAVATOR TO BE OPENED PUBLICLY AT THE APRIL 15, 2015 BOARD OF DIRECTORS MEETING. STAFF HAS APPROVAL TO MAKE NECCESARY CHANGES TO THE BID REGARDING EXCAVATOR REACH AND/OR BOOM/STICK DIMENSIONS. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

d. LLCD Barge Priorities for 2015: Discussion

- i. The DSG has recommended five potential areas for LLCD dredging for the 2015 season. In no particular order they include Service Zone 111-112 – John Young Road Area; Service Zone 114 – Just East of Spillway; Service Zone 131 – Maintenance on W. Side of Pt. Idalawn; Service Zone 137 – Chitwood just including East West channel and Walker Lane; and Service Zone 208 – Boating Safety Area – West of Cemetery Island. See attached service zone maps.
- ii. Friesel commented he would like to see Service Zone 208 as first priority as it affects all boaters. Also some Sub Areas first priorities have not been dredged.

- iii. Miller agreed she sees the value in dredging Service Zone 208 because it benefits all residents and boaters
- iv. Blackwell commented himself and Sub Area VII constituents understand the need for 208 to be dredged, however he would like to see service zone 137 on the list for later in the season when the small barge is operational.
- v. Schell mentioned the residents of the Chitwood addition have patiently waited for their area to be dredged. Some digging in this area late in the year would be beneficial. That said Schell agrees with using the big barge for 208 early in the season.
- vi. It was discussed that roughly 25% of the LLCDD dredging budget be set aside for use with the smaller barge once it hits the water later in 2015.
- vii. Eberle commented with our limited budget, not all these areas can be completed. 208 is a priority that should be addressed. Eberle commented on preventive measures for service zone 131.
 - 1. Casey commented the feasibility study for the possum trot weir with the environmental impact study could exceed up to \$30,000.00.
 - 2. Mann commented the sediment weir at Possom Trot is not an ideal solution to the siltation problem of Possom Trot Creek. The watershed for this creek is large and a simpler more feasible approach is to use the lake as the sediment trap and return every year or two to remove the new sediment. A deep hole with a hydraulic buffer could also be implemented so maintenance would not need to be done as frequently.

FRIESEL MOTIONED TO PRIORITIZE SERVICE ZONE 208 AS FIRST PRIORTIY, SERVICE ZONE 111/112 AS SECOND PRIORITY, WITH A

REVISITATION OF THE PRIORITIES IN JUNE. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

V. Manager’s Report

- a. Resolution 03-15-02: Adam Casey, Financial Officer
 - i. Authorization to write checks, sign claim forms, and issuance of a credit card.

FRIESEL MOTIONED TO APPROVE RESOLUTION 03-15-02: ADAM CASEY, FINANCIAL OFFICER. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- b. Professional Services Agreement: Lee Keen, Integritech Equipment Repair
- c. Professional Services Agreement: Ken Mullis – Lake Debris Removal
- d. Stone Hauling Agreement
 - i. John Naylor Trucking quoted the cheapest cost for gabion riprap, our primary stone used.

SCHELL MOTIONED TO APPROVE PROFESSIONAL SERVICES AGREEMENT: LEE KEEN; PROFESSIONAL SERVICES AGREEMENT: KEN MULLIS; AND THE STONE HAULING AGREEMENT WITH JOHN NAYLOR TRUCKING. MILLER SECONDED THE MOTION. SIX “AYE’S”. FRIESEL ABSTAINED. THE MOTION CARRIED.

- e. LLC Office Repairs: Quotes
 - i. Tim Specht, Freeholder II, wrote up a set of specs for the office repairs resulting in quotes received being more comparable.
 - ii. Two quotes were received from Watlman Construction and BK Construction.

EBERLE MOTIONED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH BK CONSTRUCTION WITH A LIMIT OF \$15,000.00 FOR TOTAL EXPENDITURES. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- f. Request for Annexation: Daniel Arnold

- i. Arnold has made a formal request to the Board to ask for the Freeholder list serve.
 - ii. Vince Britt, Freeholder VII, commented this request has been denied in the past.
 - iii. Freeholder commented if the list is made available to one person/entity, a precedence has been set.
 - iv. Sura Gail Tala, Freeholder V, commented no one has been annexed in before, but it would be more tax money.
 - v. The LLCD Office list serve is available to the current sub area director. The director is only allowed his/her subarea freeholder information. For the LLCD office to give out this information Board approval is required per a motion at the September 21, 2005 Board of Directors Meeting.
 - vi. Request for Annexation: Danny Arnold has been tabled until staff has reviewed legal requirements/obligations on providing list serve information.
- g. Freeholder Survey: Update
 - i. The survey committee met with the Eppley Institute, and the questionnaire is in draft form at this time. More information will be available as the process moves forward. The results are tentatively set to be presented at the June 20, 2015 Board of Directors Meeting.
- h. LLCD Email Addresses: Update
 - i. The LLCD is updating their email addresses. Notice will be sent out when the office officially switches over to office@lakelmon.org. Board members are encouraged to use their new email as all emails involving LLCD business are public record.
- i. Annual Board Conflict of Interest Policy and Signatures

VI. Public Comment (Dugan)

VII. New Business / Correspondence for Future Agenda (Dugan)

- a. Blackwell requested Ball's sublease dock be added to the April Agenda.
- b. Next Board Meeting: April 15, 2015

VIII. Adjournment (Dugan)

SCHELL MOTIONED TO ADJOURN THE MARCH 18, 2015 BOARD OF DIRECTORS MEETING. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:42 PM.

RESPECTFULLY SUBMITTED BY:

JAMES VAN TASSEL

LAKE BIOLOGIST / BOARD RECORDER

Lake Lemon Conservancy District Information Sheet

BOARD OF DIRECTORS

February 5, 2015

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: 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

Vice-Chair: Sue Miller (Dennis)
(Sub-Area II) 7840 Wildwood Dr.
Unionville, IN 47468
Home: (317) 883-0036
smiler7732@gmail.com
Term Expires: 2018

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: Marty Mann (Cynthia)
(Sub-Area III) 8001 N. Lakeview Drive
Unionville, IN 47468
Home: (812) 339-9816
m.mann@landwatergroup.com
Term Expires: 2016

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

Director: Mike Blackwell (Karen)
(Sub-Area VII) 4071 Salmon Harbor Rd
Unionville, IN 47468
Cell: (317) 714-2800
mjblackwell93@comcast.net
Term Expires: 2019

Manager: Adam Casey
7599 N. Tunnel Road
Unionville, IN 47468
Office: (812) 334-0233
Cell: (812) 320-2841
manager@lakelemon.org

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2015 thru January 31, 2015

(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 January 31, 2015 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
February 17, 2015

LAKE LEMON CONSERVANCY
Balance Sheet
As of January 31, 2015

	Jan 31, 15
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	122,907.24
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	76,796.67
1050 · Savings Account	1,559.19
Total Checking/Savings	417,571.95
Total Current Assets	417,571.95
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
Total Fixed Assets	492,771.35
TOTAL ASSETS	910,343.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,749.84
2020 · State & Co. Withholding Payable	307.14
Total Other Current Liabilities	2,056.98
Total Current Liabilities	2,056.98
Total Liabilities	2,056.98
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	233,483.16
Net Income	-28,102.80
Total Equity	908,286.32
TOTAL LIABILITIES & EQUITY	910,343.30

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02/17/15
Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January 2015

	Jan 15	Budget	\$ Over Budget	% of Budget
Income				
4000 - Watercraft Permits	0.00	105,000.00	-105,000.00	0.0%
4010 - Launch Fees	0.00	18,000.00	-18,000.00	0.0%
4020 - Marina & Club Fees	0.00	8,000.00	-8,000.00	0.0%
4030 - Sublease & Access Fees	0.00	26,000.00	-26,000.00	0.0%
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	190.22	1,500.00	-1,309.78	12.7%
4070 - Grants & Donations	0.00	5,000.00	-5,000.00	0.0%
4080 - Fishing Tournament	600.00	700.00	-100.00	85.7%
4090 - Park Reservations	0.00	4,000.00	-4,000.00	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	10,000.00	-10,000.00	0.0%
4140 - Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
Total Income	790.22	655,200.00	-654,409.78	0.1%
Expense				
6000 - Manager	4,582.58	55,000.00	-50,417.42	8.3%
6010 - FICA	542.92	12,641.00	-12,098.08	4.3%
6020 - State Unemployment Tax	2.71	789.00	-786.29	0.3%
6030 - Retirement	325.36	7,810.00	-7,484.64	4.2%
6040 - Health Insurance	2,102.28	12,000.00	-9,897.72	17.5%
6050 - Life Insurance	0.00	0.00	0.00	0.0%
6060 - Dental Insurance	0.00	0.00	0.00	0.0%
6070 - Gate Attendant	0.00	21,000.00	-21,000.00	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	2,167.50	27,200.00	-25,032.50	8.0%
6111 - Dredger	0.00	21,900.00	-21,900.00	0.0%
6112 - Dredger (Other)	346.75	13,688.00	-13,341.25	2.5%
6113 - Assistant Dredger	0.00	10,800.00	-10,800.00	0.0%
6114 - Assistant Dredger (Other)	0.00	5,400.00	-5,400.00	0.0%
6115 - Dredger (Private)	0.00	3,650.00	-3,650.00	0.0%
6116 - Assistant Dredger (Private)	0.00	1,800.00	-1,800.00	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	0.00	400.00	-400.00	0.0%
6150 - Checks	0.00	200.00	-200.00	0.0%
6160 - Printer, Copier & Computer Supp	0.00	800.00	-800.00	0.0%
6170 - Miscellaneous-Other	0.00	1,300.00	-1,300.00	0.0%
6180 - Postage	68.02	1,000.00	-931.98	6.8%
6185 - Receipt Books	0.00	0.00	0.00	0.0%
6190 - General Business Supplies	0.00	500.00	-500.00	0.0%
6200 - Regular Gas	54.00	7,000.00	-6,946.00	0.8%

10:50 AM

02/17/15

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January 2015

	Jan 15	Budget	\$ Over Budget	% of Budget
6210 · Diesel	0.00	12,000.00	-12,000.00	0.0%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	148.99	8,500.00	-8,351.01	1.8%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	0.00	19,000.00	-19,000.00	0.0%
6252 · Rip Rap/Erosion Control	0.00	8,000.00	-8,000.00	0.0%
6260 · Uniforms	0.00	0.00	0.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 · Signs & Nautical Markers	0.00	2,000.00	-2,000.00	0.0%
6300 · Accounting Services	450.00	5,400.00	-4,950.00	8.3%
6310 · Grass	0.00	10,875.00	-10,875.00	0.0%
6320 · Attorney	201.69	4,000.00	-3,798.31	5.0%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	0.00	10,000.00	-10,000.00	0.0%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	75.00	500.00	-425.00	15.0%
6370 · Phone, LDT, Pager, E-Mail	241.56	2,900.00	-2,658.44	8.3%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	0.00	0.00	0.0%
6400 · Meals	0.00	0.00	0.00	0.0%
6410 · Subscriptions	0.00	300.00	-300.00	0.0%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	29.57	300.00	-270.43	9.9%
6440 · Other	0.00	1,000.00	-1,000.00	0.0%
6450 · Insurance	17,116.00	43,000.00	-25,884.00	39.8%
6460 · Electric	395.95	4,500.00	-4,104.05	8.8%
6470 · Water	42.14	600.00	-557.86	7.0%
6480 · Trash	0.00	1,500.00	-1,500.00	0.0%
6490 · Port-O-Lets	0.00	2,000.00	-2,000.00	0.0%
6500 · Pump Holding Tank	0.00	400.00	-400.00	0.0%
6510 · Building & Grounds Expense	0.00	4,000.00	-4,000.00	0.0%
6520 · Boat	0.00	1,500.00	-1,500.00	0.0%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	0.00	7,000.00	-7,000.00	0.0%
6542 · Equipment Rental	0.00	1,500.00	-1,500.00	0.0%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	0.00	4,500.00	-4,500.00	0.0%
6570 · Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6580 · Erosion Control/Matching Fund	0.00	0.00	0.00	0.0%
6590 · Contingency 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%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%

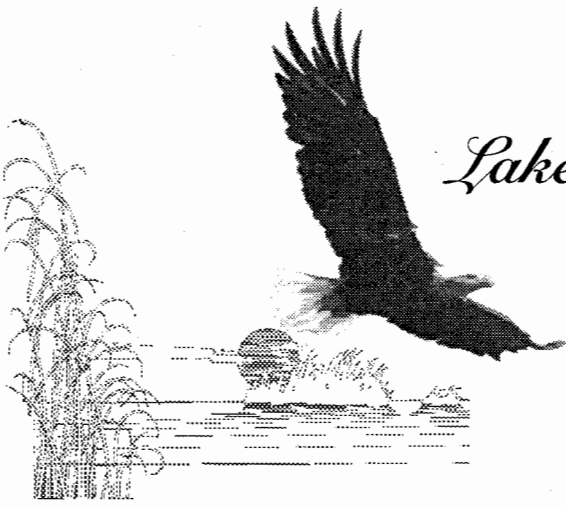
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02/17/15

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January 2015

	Jan 15	Budget	\$ Over Budget	% of Budget
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6660 · Dredging/Engineering	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	0.00	46,000.00	-46,000.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	0.00	2,000.00	-2,000.00	0.0%
6681 · Fireworks	0.00	7,000.00	-7,000.00	0.0%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	0.00	500.00	-500.00	0.0%
6701 · Barge	0.00	70,000.00	-70,000.00	0.0%
6702 · Push Boat/Motors	0.00	40,000.00	-40,000.00	0.0%
6703 · Excavator	0.00	90,000.00	-90,000.00	0.0%
Total Expense	28,893.02	691,753.00	-662,859.98	4.2%
Net Income	-28,102.80	-36,553.00	8,450.20	76.9%



Lake Lemon Conservancy District

Date: January 31, 2015

ALLOWANCE OF VOUCHERS

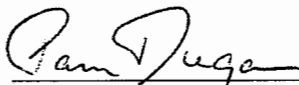
Lance Eberle
Treasurer

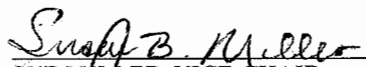
(Report of Claims)


(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 \$26,510.68

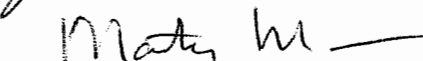
Dated this 18th Day of March 2015

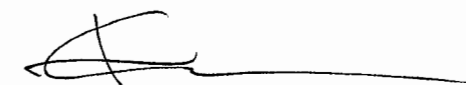
Signature of Governing Board

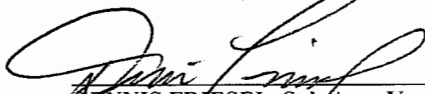

PAM DUGAN, CHAIRMAN

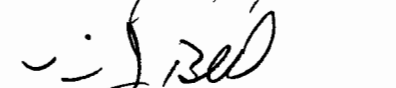

SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARTY MANN, Sub-Area III


JOHN SCHELL, Sub-Area IV


DENNIS FRIESEL, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

10:53 AM

02/17/15

LAKE LEMON CONSERVANCY
Check Detail
 January 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3038	1/2/2015	MONROE CO HEA...		1000 · Peoples Sta...		-75.00
					6350 · Other Prof/S...	-75.00	75.00
TOTAL						-75.00	75.00
Check	3319	1/9/2015	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	3320	1/9/2015	FIRST INSURANC...		1000 · Peoples Sta...		-17,116.00
					6450 · Insurance	-17,116.00	17,116.00
TOTAL						-17,116.00	17,116.00
Check	3321	1/9/2015	BROWN CO DEM...		1000 · Peoples Sta...		-14.56
					6430 · Ads	-14.56	14.56
TOTAL						-14.56	14.56
Check	3322	1/9/2015	STAPLES CREDIT ...		1000 · Peoples Sta...		-13.99
					6240 · Building & G...	-13.99	13.99
TOTAL						-13.99	13.99
Check	3323	1/9/2015	HOOSIER TIMES, I...		1000 · Peoples Sta...		-15.01
					6430 · Ads	-15.01	15.01
TOTAL						-15.01	15.01
Check	3324	1/9/2015	DLZ INDIANA, LLC		1000 · Peoples Sta...		-19.02
					6180 · Postage	-19.02	19.02
TOTAL						-19.02	19.02
Check	3327	1/16/2015	INDIANA DEPT OF...		1000 · Peoples Sta...		-2.71
					6020 · State Unem...	-2.71	2.71
TOTAL						-2.71	2.71

10:53 AM

02/17/15

LAKE LEMON CONSERVANCY
Check Detail
 January 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3328	1/16/2015	CARMIN PARKER ...		1000 · Peoples Sta...		-201.69
					6320 · Attorney	-201.69	201.69
TOTAL						-201.69	201.69
Check	3329	1/16/2015	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3330	1/16/2015	COMCAST CABLE		1000 · Peoples Sta...		-208.69
					6370 · Phone, LDT,...	-208.69	208.69
TOTAL						-208.69	208.69
Check	3331	1/23/2015	US POST MASTER		1000 · Peoples Sta...		-49.00
					6180 · Postage	-49.00	49.00
TOTAL						-49.00	49.00
Check	3332	1/26/2015	VERIZON WIRELE...		1000 · Peoples Sta...		-32.87
					6370 · Phone, LDT,...	-32.87	32.87
TOTAL						-32.87	32.87
Check	3333	1/26/2015	VISA		1000 · Peoples Sta...		-54.00
					6200 · Regular Gas	-54.00	54.00
TOTAL						-54.00	54.00
Check	3334	1/26/2015	SCI REMC		1000 · Peoples Sta...		-395.95
					6460 · Electric	-395.95	395.95
TOTAL						-395.95	395.95
Check	3335	1/26/2015	SPECTRUM STUDIO		1000 · Peoples Sta...		-135.00
					6240 · Building & G...	-135.00	135.00
TOTAL						-135.00	135.00

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02/17/15

LAKE LEMON CONSERVANCY
Check Detail
January 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3336	1/26/2015	ANTHEM BLUE CR...		1000 · Peoples Sta...		-2,102.28
					6040 · Health Insur...	-2,102.28	2,102.28
TOTAL						-2,102.28	2,102.28

20,927.91

11:15 AM

02/17/15

LAKE LEMON CONSERVANCY

Payroll Summary

January 2015

	MADDEN, ROBERT E			VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Hours	Rate	Jan 15	Hours	Rate	Jan 15	Hours	Rate	Jan 15	Hours	Rate	Jan 15
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary			4,582.58			0.00			0.00			4,582.58
Reg.Pay-6110			0.00	127.5	17.00	2,167.50			0.00	127.50		2,167.50
Reg.Pay-6111			0.00			0.00		36.00	0.00			0.00
Reg.Pay-6112			0.00			0.00	9.5	36.50	346.75	9.50		346.75
Reg.Pay-6113			0.00		17.00	0.00			0.00			0.00
Reg.Pay-6115			0.00			0.00		36.00	0.00			0.00
Total Gross Pay			4,582.58	127.5		2,167.50	9.5		346.75	137.00		7,096.83
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00			0.00			0.00
Adjusted Gross Pay			4,582.58	127.5		2,167.50	9.5		346.75	137.00		7,096.83
Taxes Withheld												
Federal Withholding			-498.00			-158.00			-8.00			-664.00
Medicare Employee			-66.45			-31.43			-5.03			-102.91
Social Security Employee			-284.12			-134.39			-21.50			-440.01
IN - Withholding			-151.22			-71.52			-11.44			-234.18
Hamilton Co			0.00			-21.68			0.00			-21.68
Monroe Co.			-47.66			0.00			-3.62			-51.28
Total Taxes Withheld			-1,047.45			-417.02			-49.59			-1,514.06
Net Pay			3,535.13	127.5		1,750.48	9.5		297.16	137.00		5,582.77
Employer Taxes and Contributions												
Federal Unemployment			27.50			13.01			2.08			42.59
Medicare Company			66.45			31.43			5.03			102.91
Social Security Company			284.12			134.39			21.50			440.01
IN - Unemployment Company			56.64			26.79			4.29			87.72
Total Employer Taxes and Contributions			434.71			205.62			32.90			673.23

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2015 thru February 28, 2015

(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, 2015 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, 2015

10:56 AM
03/10/16
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	122,343.43
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	76,796.67
1050 · Savings Account	1,559.19
Total Checking/Savings	<u>417,008.14</u>
Total Current Assets	<u>417,008.14</u>
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
Total Fixed Assets	<u>492,771.35</u>
TOTAL ASSETS	<u><u>909,779.49</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,760.40
2020 · State & Co. Withholding Payable	757.93
Total Other Current Liabilities	<u>3,518.33</u>
Total Current Liabilities	<u>3,518.33</u>
Total Liabilities	<u>3,518.33</u>
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	233,483.16
Net Income	-30,127.96
Total Equity	<u>906,261.16</u>
TOTAL LIABILITIES & EQUITY	<u><u>909,779.49</u></u>

10:58 AM
03/10/15
Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

February 2015

	Feb 15	Jan - Feb 15
Income		
4020 - Marina & Club Fees	2,500.00	2,500.00
4030 - Sublease & Access Fees	10,725.00	10,725.00
4060 - Interest	0.00	190.22
4080 - Fishing Tournament	0.00	600.00
Total Income	13,225.00	14,015.22
Expense		
6000 - Manager	6,582.58	11,165.16
6010 - FICA	799.20	1,342.12
6020 - State Unemployment Tax	0.00	2.71
6030 - Retirement	1,260.08	1,585.44
6040 - Health Insurance	0.00	2,102.28
6110 - Lake Biologist	2,788.00	4,955.50
6112 - Dredger (Other)	1,076.75	1,423.50
6160 - Printer, Copier & Computer Supp	108.98	108.98
6170 - Miscellaneous-Other	29.97	29.97
6180 - Postage	98.00	166.02
6190 - General Business Supplies	70.37	70.37
6200 - Regular Gas	0.00	54.00
6240 - Building & Grounds	101.98	250.97
6300 - Accounting Services	450.00	900.00
6320 - Attorney	270.00	471.69
6350 - Other Prof/Secretarial Service	0.00	75.00
6370 - Phone, LDT, Pager, E-Mail	241.56	483.12
6380 - Travel	140.00	140.00
6410 - Subscriptions	50.00	50.00
6430 - Ads	20.23	49.80
6440 - Other	404.32	404.32
6450 - Insurance	0.00	17,116.00
6460 - Electric	442.95	838.90
6470 - Water	42.14	84.28
6480 - Trash	84.05	84.05
6510 - Building & Grounds Expense	189.00	189.00
Total Expense	15,250.16	44,143.18
Net Income	-2,025.16	-30,127.96

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03/10/15

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through February 2015

	Jan - Feb 15	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	0.00	105,000.00	-105,000.00	0.0%
4010 · Launch Fees	0.00	18,000.00	-18,000.00	0.0%
4020 · Marina & Club Fees	2,500.00	8,000.00	-5,500.00	31.3%
4030 · Sublease & Access Fees	10,725.00	26,000.00	-15,275.00	41.3%
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	190.22	1,500.00	-1,309.78	12.7%
4070 · Grants & Donations	0.00	5,000.00	-5,000.00	0.0%
4080 · Fishing Tournament	600.00	700.00	-100.00	85.7%
4090 · Park Reservations	0.00	4,000.00	-4,000.00	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	10,000.00	-10,000.00	0.0%
4140 · Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
Total Income	14,015.22	655,200.00	-641,184.78	2.1%
Expense				
6000 · Manager	11,165.16	55,000.00	-43,834.84	20.3%
6010 · FICA	1,342.12	12,641.00	-11,298.88	10.6%
6020 · State Unemployment Tax	2.71	789.00	-786.29	0.3%
6030 · Retirement	1,585.44	7,810.00	-6,224.56	20.3%
6040 · Health Insurance	2,102.28	12,000.00	-9,897.72	17.5%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6060 · Dental Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	0.00	21,000.00	-21,000.00	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	4,955.50	27,200.00	-22,244.50	18.2%
6111 · Dredger	0.00	21,900.00	-21,900.00	0.0%
6112 · Dredger (Other)	1,423.50	13,688.00	-12,264.50	10.4%
6113 · Assistant Dredger	0.00	10,800.00	-10,800.00	0.0%
6114 · Assistant Dredger (Other)	0.00	5,400.00	-5,400.00	0.0%
6115 · Dredger (Private)	0.00	3,650.00	-3,650.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,800.00	-1,800.00	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	0.00	400.00	-400.00	0.0%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	108.98	800.00	-691.02	13.6%
6170 · Miscellaneous-Other	29.97	1,300.00	-1,270.03	2.3%
6180 · Postage	166.02	1,000.00	-833.98	16.6%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	70.37	500.00	-429.63	14.1%
6200 · Regular Gas	54.00	7,000.00	-6,946.00	0.8%

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03/10/15
Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through February 2015

	Jan - Feb 15	Budget	\$ Over Budget	% of Budget
6210 - Diesel	0.00	12,000.00	-12,000.00	0.0%
6220 - Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 - Medical Supplies	0.00	0.00	0.00	0.0%
6240 - Building & Grounds	250.97	8,500.00	-8,249.03	3.0%
6250 - Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 - Dredging Supplies	0.00	19,000.00	-19,000.00	0.0%
6252 - Rip Rap/Erosion Control	0.00	8,000.00	-8,000.00	0.0%
6260 - Uniforms	0.00	0.00	0.00	0.0%
6270 - Boat Equipment	0.00	0.00	0.00	0.0%
6280 - Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 - Signs & Nautical Markers	0.00	2,000.00	-2,000.00	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	471.69	4,000.00	-3,528.31	11.8%
6325 - Fish Management Survey	0.00	0.00	0.00	0.0%
6330 - Consulting Engineer	0.00	10,000.00	-10,000.00	0.0%
6340 - State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 - Other Prof/Secretarial Service	75.00	500.00	-425.00	15.0%
6370 - Phone, LDT, Pager, E-Mail	483.12	2,900.00	-2,416.88	16.7%
6380 - Travel	140.00	0.00	140.00	100.0%
6390 - Hotel	0.00	0.00	0.00	0.0%
6400 - Meals	0.00	0.00	0.00	0.0%
6410 - Subscriptions	50.00	300.00	-250.00	16.7%
6420 - Newsletter	0.00	0.00	0.00	0.0%
6430 - Ads	49.80	300.00	-250.20	16.6%
6440 - Other	404.32	1,000.00	-595.68	40.4%
6450 - Insurance	17,116.00	43,000.00	-25,884.00	39.8%
6460 - Electric	838.90	4,500.00	-3,661.10	18.6%
6470 - Water	84.28	600.00	-515.72	14.0%
6480 - Trash	84.05	1,500.00	-1,415.95	5.6%
6490 - Port-O-Lets	0.00	2,000.00	-2,000.00	0.0%
6500 - Pump Holding Tank	0.00	400.00	-400.00	0.0%
6510 - Building & Grounds Expense	189.00	4,000.00	-3,811.00	4.7%
6520 - Boat	0.00	1,500.00	-1,500.00	0.0%
6530 - Truck	0.00	1,000.00	-1,000.00	0.0%
6540 - Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 - Dredging Equipment Maintenance	0.00	7,000.00	-7,000.00	0.0%
6542 - Equipment Rental	0.00	1,500.00	-1,500.00	0.0%
6550 - Operating Loan	0.00	0.00	0.00	0.0%
6560 - Water Testing	0.00	4,500.00	-4,500.00	0.0%
6570 - Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6580 - Erosion Control/Matching Fund	0.00	0.00	0.00	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	0.00	0.00	0.0%
6630 - Spillway Repairs	0.00	0.00	0.00	0.0%

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03/10/15

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through February 2015

	Jan - Feb 15	Budget	\$ Over Budget	% of Budget
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6660 · Dredging/Engineering	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	0.00	46,000.00	-46,000.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	0.00	2,000.00	-2,000.00	0.0%
6681 · Fireworks	0.00	7,000.00	-7,000.00	0.0%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	0.00	500.00	-500.00	0.0%
6701 · Barge	0.00	70,000.00	-70,000.00	0.0%
6702 · Push Boat/Motors	0.00	40,000.00	-40,000.00	0.0%
6703 · Excavator	0.00	90,000.00	-90,000.00	0.0%
Total Expense	44,143.18	691,753.00	-647,609.82	6.4%
Net Income	-30,127.96	-36,553.00	6,425.04	82.4%



Lake Lemon Conservancy District

Date: February 28, 2015

ALLOWANCE OF VOUCHERS

Lance Eberle
Treasurer

(Report of Claims)

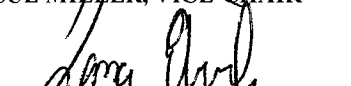
(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 3 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$10,718.89


Dated this 18th Day of March 2015

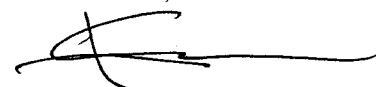
Signature of Governing Board

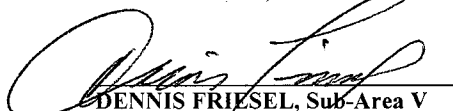

PAM DUGAN, CHAIRMAN


SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARTY MANN, Sub-Area III


JOHN SCHELL, Sub-Area IV


DENNIS FRIESEL, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

12:01 PM

03/10/15

LAKE LEMON CONSERVANCY
Check Detail
 February 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3040	2/28/2015	COMMERCIAL SE...		1000 · Peoples Sta...		-189.00
					6510 · Building & G...	-189.00	189.00
TOTAL						-189.00	189.00
Check	3049	2/28/2015	INDIANA LAKES M...		1000 · Peoples Sta...		-190.00
					6410 · Subscriptions	-50.00	50.00
					6380 · Travel	-140.00	140.00
TOTAL						-190.00	190.00
Check	3340	2/5/2015	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	3341	2/7/2015	BROWN CO DEM...		1000 · Peoples Sta...		-9.27
					6430 · Ads	-9.27	9.27
TOTAL						-9.27	9.27
Check	3342	2/10/2015	STAPLES CREDIT ...		1000 · Peoples Sta...		-683.66
					6160 · Printer, Copi...	-108.98	108.98
					6190 · General Busi...	-70.37	70.37
					6240 · Building & G...	-99.99	99.99
					6440 · Other	-404.32	404.32
TOTAL						-683.66	683.66
Check	3343	2/10/2015	HOOSIER TIMES, I...		1000 · Peoples Sta...		-10.96
					6430 · Ads	-10.96	10.96
TOTAL						-10.96	10.96
Check	3344	2/10/2015	BLOOMINGTON H...		1000 · Peoples Sta...		-1.99
					6240 · Building & G...	-1.99	1.99
TOTAL						-1.99	1.99
Check	3348	2/13/2015	CARMIN PARKER ...		1000 · Peoples Sta...		-270.00

12:01 PM

03/10/15

LAKE LEMON CONSERVANCY
Check Detail
 February 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6320 · Attorney	-270.00	270.00
TOTAL						-270.00	270.00
Check	3349	2/13/2015	REPUBLIC SERVI...		1000 · Peoples Sta...		-84.05
					6480 · Trash	-84.05	84.05
TOTAL						-84.05	84.05
Check	3350	2/19/2015	VISA		1000 · Peoples Sta...		-127.97
					6180 · Postage	-98.00	98.00
					6170 · Miscellaneou...	-29.97	29.97
TOTAL						-127.97	127.97
Check	3351	2/19/2015	COMCAST CABLE		1000 · Peoples Sta...		-208.69
					6370 · Phone, LDT,...	-208.69	208.69
TOTAL						-208.69	208.69
Check	3352	2/23/2015	VERIZON WIRELE...		1000 · Peoples Sta...		-32.87
					6370 · Phone, LDT,...	-32.87	32.87
TOTAL						-32.87	32.87
Check	3353	2/23/2015	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3354	2/23/2015	SCI REMC		1000 · Peoples Sta...		-442.95
					6460 · Electric	-442.95	442.95
TOTAL						-442.95	442.95

2743.55

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03/10/15

LAKE LEMON CONSERVANCY
Payroll Summary
February 2015

	Casey, Adam W			MADDEN, ROBERT E			VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Ho...	Rate	Feb 15	Ho...	Rate	Feb 15	Ho...	Rate	Feb 15	Ho...	Rate	Feb 15	Hou...	Rate	Feb 15
Employee Wages, Taxes and Adjustments															
Gross Pay															
Salary			2,000.00			4,582.58			0.00			0.00			6,582.58
Reg.Pay-6110			0.00			0.00	164	17.00	2,788.00			0.00	*****		2,788.00
Reg.Pay-6111			0.00			0.00			0.00		36.00	0.00			0.00
Reg.Pay-6112			0.00			0.00			0.00	29.5	36.50	1,076.75	29.50		1,076.75
Reg.Pay-6113			0.00			0.00		17.00	0.00			0.00			0.00
Reg.Pay-6115			0.00			0.00			0.00		36.00	0.00			0.00
Total Gross Pay			2,000.00			4,582.58	164		2,788.00	29.5		1,076.75	*****		10,447.33
Deductions from Gross Pay															
Insurance			0.00			0.00			0.00			0.00			0.00
Retirement			-60.00			0.00			0.00			0.00			-60.00
Total Deductions from Gross Pay			-60.00			0.00			0.00			0.00			-60.00
Adjusted Gross Pay			1,940.00			4,582.58	164		2,788.00	29.5		1,076.75	*****		10,387.33
Taxes Withheld															
Federal Withholding			-301.00			-498.00			-306.00			-57.00			-1,162.00
Medicare Employee			-29.00			-66.44			-40.42			-15.61			-151.47
Social Security Employee			-124.00			-284.12			-172.85			-66.76			-647.73
IN - Withholding			-64.02			-151.22			-92.00			-35.54			-342.78
Hamilton Co			0.00			0.00			-27.88			0.00			-27.88
Monroe Co.			-21.24			-47.66			0.00			-11.23			-80.13
Total Taxes Withheld			-539.26			-1,047.44			-639.15			-186.14			-2,411.99
Net Pay			1,400.74			3,535.14	164		2,148.85	29.5		890.61	*****		7,975.34
Employer Taxes and Contributions															
Federal Unemployment			12.00			14.50			16.72			6.46			49.68
Medicare Company			29.00			66.44			40.42			15.61			151.47
Social Security Company			124.00			284.12			172.85			66.76			647.73
IN - Unemployment Company			24.72			56.64			34.46			13.30			129.12
Total Employer Taxes and Contributions			189.72			421.70			264.45			102.13			978.00



Lake Lemon Conservancy District

March 18, 2015

Renewal Advice for Certificate of Deposit

Certificate #	Amount	Term	Renewal Date	Fund
371030314*	\$100,000.00	?	03/23/15	General Fund

*: Interest Deposited into Checking Account

Interest Rates

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



THE PEOPLES STATE BANK

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

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

CUSTOMER: 128799

AS OF: 03/09/15

PAGE 1

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91 DAY CERTIFICATE 371030314

=====

ORIGINAL ISSUE DATE:	09/22/14	INTEREST RATE:	.3500 %
ORIGINAL ISSUE VALUE:	100,000.00	MATURITY DATE:	03/23/15
LAST RENEWAL DATE:	12/22/14	TERM:	91 DAYS
LAST RENEWAL VALUE:	100,000.00		

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

YOUR CERTIFICATE WILL MATURE ON 03/23/15. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO CHECKING ACCOUNT 623636, AND THE CURRENT BALANCE OF YOUR 91 DAY CERTIFICATE IS 100,000.00. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 06/22/15.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 03/23/15. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.





Lake Lemon Conservancy District

To: LLCB Board of Directors
From: Tina Thrasher, Chairperson: Dredging Study Group
Director: Sub Area VII
Subject: Recommendation
Date: March 18, 2015

The Dredging Study Group (DSG) met on Saturday, February 28, 2015 at the LLCB Office, and at the conclusion of this meeting, made the below recommendations for consideration by the LLCB Board of Directors at it's upcoming meeting on March 18th, 2015.

I. General Fund CD

- a. The DSG recommends the \$100,000.00 General Fund CD renewing March 23, 2015 be deposited into the checking account for the purchase of an excavator for the small barge operation. Any remaining funds will be used for the purchase of a barge and motor(s) or a loan down payment.

II. Purchase of an Excavator

- a. The DSG wanted the Board to consider, in order to speed up the barge construction, adding a special Board Meeting for the purchase of the excavator. Staff will review Indiana's Public Purchasing Statutes prior to recommending a date.

III. Barge Priorities for 2015

- a. The DSG has recommended five potential areas for LLCB Dredging for the 2015 season. In no particular order they include Service Zone 111/112 – John Young Road; Service Zone 114 – Just East of Spillway; Service Zone 131 – Maintenance on W. Side of Pt. Idalawn; Service Zone 137 – Chitwood just including East West Channel and Walker Lane; and Service Zone 208 – Boating Safety Area – West of Cemetery Island. See attached.



Lake Lemon Conservancy District

LLCD Barge Operations for 2015

Priority	Service Zone	Task	Sub Area	Estimate
	111/112	John Young Road Area	I	30%
	114	Just East of Spillway.	II	20%
	131	Maintenance on NW. Side of Pt. Idalawn	VI	15%
	137*	Chitwood Channel	VII	30%**
	208	Boating Safety Area – W. of Cemetery Island.	I	60%

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 & 2014 Bathymetric Map and a 13,000 Y³ season. Budget limitations will prevent the total completion of all of these priorities in 2015.




*: Includes main East – West channel and Walker lane

**: Based on a 20 foot wide channel



LAKE LEMON
CONSERVANCY DISTRICT

Sediment Removal Area 111

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

0 45 90 180 Feet



2003-2014 Calculated Acreage and Sediment Volume									
ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2003 to 2014	Sediment Dredged (cubic yds)	Year Dredged
111	4	Dock Access	1.42	1.47	1,014	2,446	1,432	-	-



LAKE LEMON
CONSERVANCY DISTRICT

Sediment Removal Area 112

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






2003-2014 Calculated Acreage and Sediment Volume									
ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2003 to 2014	Sediment Dredged (cubic yds)	Year Dredged
112	4	Dock Access	1.24	1.31	2,652	6,015	3,363	-	-



LAKE LEMON
CONSERVANCY DISTRICT

Sediment Removal Area 131

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



2003-2014 Calculated Acreage and Sediment Volume

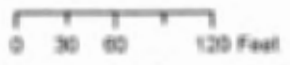
ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2003 to 2014	Sediment Dredged (cubic yds)	Year Dredged
131	5	Dock Access	0.72	0.74	4,250	3,730	-520	4300	2007



LAKE LEMON
CONSERVANCY DISTRICT

Sediment Removal Area 137

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



Map date: Jan 22, 2015






2003-2014 Calculated Acreage and Sediment Volume

ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2003 to 2014	Sediment Dredged (cubic yds)	Year Dredged
137	4	Dock Access	2.37	1.92	8,465	7,221	-1,245	-	-



LAKE LEMON CONSERVANCY DISTRICT

Sediment Removal Area 208

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



2003-2014 Calculated Acreage and Sediment Volume

ID	Target Depth	Area Type	Area (acres) 2003	Area (acres) 2014	Sediment (cubic yds) 2003	Sediment (cubic yds) 2014	Sediment Difference 2003 to 2014	Sediment Dredged (cubic yds)	Year Dredged
208	5	Boating Safety	5.70	5.70	1,049	973	-76	4,200 3,245	2003 2011

April 3, 2014

Via U.S. Mail and Email: llcdmadden@aol.com

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

*This correspondence is attorney work product and is confidential and
protected from disclosure by the attorney-client privilege.
This correspondence is intended for the named recipient only.*

RE: 2014 Purchase of Barge and related items
Our File No.: 11820-77

Dear Bob:

We are writing to respond to your inquiry about LLCD's desire to purchase a second, smaller barge for the Lake—similar to the barge LLCD purchased in 2009.

As background, we understand that LLCD wishes to hire a company to construct a new, smaller barge from scratch, at an anticipated cost of approximately \$50,000 to \$70,000. We also understand that LLCD wants to purchase an excavator to put on top of the barge, at an anticipated cost of approximately \$70,000. Additionally, we understand that LLCD wishes to purchase two outboard motors for the barge, at an anticipated cost of approximately \$15,000 to \$20,000 each. Thus, the entire cost for all three purchases is anticipated to range from \$150,000 to \$180,000. We understand that LLCD's Board might ultimately prefer to make the purchases in three separate steps, rather than all at once.

As you might recall from the 2009 purchase, as a "political subdivision" and a "special taxing district" under the law, LLCD is required to comply with Indiana's Public Purchasing Statutes. The Public Purchasing Statutes require a public bidding process for any purchase over \$50,000. See Ind. Code § 5-22-8-2. Purchases between \$50,000 and \$150,000 might qualify for a simplified public bidding process, but purchases over \$150,000 are subject to the Statutes' full-fledged public notice requirements. See Ind. Code § 5-22-8-3. Importantly, the Public Purchasing Statutes also state: "Purchase requirements may not be artificially divided so as to constitute a small purchase under this chapter." See Ind. Code § 5-22-8-1(b) (emphasis added).

For LLCD's intended purchases, each of the three purchases—if viewed individually—might qualify either for the simpler public bidding requirements (between \$50,000 to \$150,000) or, in the case of the outboard motors, potentially for *no* public bidding requirements at all (under \$50,000). Nevertheless, given the nature of the equipment being purchased and LLCD's plan to put it all together as part of a single barge, we believe that the safest, most conservative play would be to follow the full-fledged, formal bidding requirements for all three purchases. That advice applies regardless of whether LLCD chooses to bid and purchase the equipment all at once or in three separate steps. Following the formal bidding requirements for all three purchases would eliminate any argument that LLCD “artificially divided” the purchases to skirt the statute. Using the less-formal requirements, on the other hand, might open the door to that type of argument. Thus, LLCD may choose to err on the side of caution and open formal bidding for all three purchases.

Compliance with the formal public bidding process should be easier now that we have all been through it once before. This firm kept copies of LLCD's documents from the 2009 purchase. Thus, we have forms and examples to work from for the new purchase. We have attached copies of the “Notice of Invitation to Bid” and the “Invitation to Bid” from the 2009 purchase. The documents needed for the new purchase should be similar. Indiana's Public Purchasing Statutes have not changed materially since 2009.

As a reminder, to comply with Indiana's Public Purchasing Statutes, LLCD must, among other things, take the following steps:

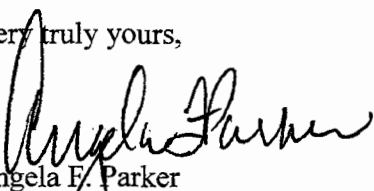
1. Publish an invitation to bid in two newspapers (similar to the way that LLCD publishes notice of its board meetings). *See* Ind. Code § 5-3-1-4.
2. Run its invitation to bid two (2) times, at least one (1) week apart, with the second publication made at least seven (7) days before the date the bids will be received. *See* Ind. Code § 5-3-1-2.
3. Include in its invitation to bid a description of the purchase, all contractual terms and conditions that will apply to the purchase, a statement of the criteria that LLCD will use to evaluate each bid, the time and place that LLCD will open the bids, and a statement of any conditions that would cause a bid to be rejected. *See* Ind. Code § 5-22-7-2.
4. Open the bids publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. *See* Ind. Code § 5-22-7-6.
5. Accept any bids without alteration or correction. *See* Ind. Code § 5-22-7-7.
6. Award the contract to the “lowest responsible and responsive bidder.” *See* Ind. Code § 5-22-7-8.

With all of that in mind, perhaps the most important decision that LLCD will need to make at the outset is whether it wishes to bid each of the three purchases separately or all at once. Even if LLCD bids all three purchases together in a single bid package, the work can still be completed in three different stages, and LLCD can make three separate payments for the work after each stage is complete (when each piece of equipment is delivered).¹ Bidding all three purchases at once might potentially save LLCD legal costs and/or the costs of publishing multiple notices in the newspaper. On the other hand, we certainly understand why the Board—given budgetary concerns, cash flow, etc.—might prefer to treat each purchase as an entirely separate event and bid each one separately. The good news is that the Public Purchasing Statutes give the Board the flexibility to proceed in either manner it prefers.

Finally, I understand that the LLCD may wish to engage a professional to assist and consult on designing the specifications and oversight of the barge construction. This is within the purview of the LLCD and does not fall within the requirements of the Public Purchasing Statute. The LLCD has often entered into professional services agreement for both consultation and services by providers and we view that no differently in this situation.

Please let us know if you have any questions or if you would like to discuss any of these issues in more detail. Please also let us know if you would like our help in drafting any "Notice of Invitation to Bid" or "Invitation to Bid" documents if the Board votes to move forward with the purchases.

Very truly yours,



Angela F. Parker
Gregory A. Bullman

AFP/GAB/cch
Enclosures
378221 / 11820-77

¹ LLCD similarly made payment only after delivery was complete for the 2009 purchase. [See 2009 Invitation to Bid, page 5, section VI.H.]

NOTICE TO BIDDERS: Notice is hereby given that the Lake Lemon Conservancy District ("LLCD") will receive sealed proposals for LLCD to purchase an excavator, in accordance with specifications prepared by LLCD. Bids will be received in the office of the District Manager, 7599 North Tunnel Road, Unionville, IN 47468 until 4:00 p.m. local time on April 14, 2015. All bids will be opened publicly and read aloud during LLCD's Board Meeting on April 15, 2015 at 6:00 p.m. at the Benton Township Senior Citizens Building, 7616 E. State Road 45, Unionville, IN 47468. Bids received after April 14, 2015 at 4:00 p.m. will be returned unopened. All bid proposals shall be in full accord with LLCD's Invitation to Bid documents, which are on file with the District Manager and may be examined by prospective bidders at 7599 North Tunnel Road, Unionville, IN 47468 or call (812) 334-0233 for a digital copy. Bidders will have the option of submitting an alternate, aggregate price if all pieces of equipment are purchased as a complete package. Please contact the District Manager at 812-334-0233 for further information. The name "Excavator Bid" shall be indicated on the outside of the sealed bid envelope as well as the bidder's name, address, and phone number. LLCD reserves the right to waive any informalities and to accept or reject any or all proposals received.

302363/11820-0052

INVITATION TO BID

Lake Lemon Conservancy District Purchase of Excavator and Attachments

I. Objective

The Lake Lemon Conservancy District ("LLCD") seeks to purchase the following equipment for use in the care and maintenance of Lake Lemon: an Excavator.

II. Schedule

Invitation to Bid issued	March 19, 2015
Due date for bids	April 14, 2015 at 4:00 p.m.
Bid opening	April 15, 2015 at 6:00 p.m.
Evaluation of Equipment	Complete by April 30, 2015
Award of Contract	May 20, 2015
Contract/Purchase Agreement	May 27, 2015
Equipment delivered	June 3, 2015
Payment by LLCD	80% of price paid on contract (Purchase Agreement) execution date 20% of price paid within 15 days after delivery of equipment

III. Specifications

- A. Equipment: LLCD seeks to purchase an Excavator and certain attachments. The specifications for the Excavator and Attachments are set forth on Attachment A hereto. Bidders may offer equipment of an equivalent (but not inferior) make, brand, or model to the makes, brands, and models listed in LLCD's specifications in Attachment A; provided, however, that any such Bidder who offers equivalent equipment must comply with the requirements set forth in part IV.A.5. below.
- B. Delivery: Bidders must deliver equipment to Lake Lemon. Equipment must be delivered by June 3, 2015. Bidders to pay cost of delivery.
- C. Alternate, aggregate price: Bidders may (but are not required to) offer an alternate, aggregate price if the Excavator and Attachments are purchased as a complete package (see Attachment B). Preference may be given to bidders who can supply and deliver the Excavator and Attachments as a complete package.

IV. Bid Instructions

- A. Organization of the Bid

Deviations from the clearly stated instructions will render the Bidder non-responsive.

1. The first page of the Bidder's bid shall be a **cover letter** identifying the Bidder, the Bidder's mailing address and telephone number, and the name of the person to contact regarding the Bidder's bid.
2. The first section of the Bidder's Bid shall be the page of this Bid package identified as **Attachment B** (Bid Page), the page on which the Bidder will provide price and other information for the bid.
3. The second section of the Bidder's bid shall be the page of this Bid package identified as **Attachment C**, the signed and notarized "Affidavit of Non-Collusion."
4. The third section of the Bidder's Bid shall be at least one **photograph or other visual depiction** of the Excavator and Attachments.
5. The fourth section of the Bidder's Bid shall list **any and all deviations** from the specifications shown in Attachment A. If a Bidder chooses to offer equipment of an equivalent (but not inferior) make, brand, or model to the makes, brands, and models listed in LLCD's specifications in Attachment A, then in this fourth section the Bidder must list the equivalent equipment being offered and provide detailed specifications for the equivalent equipment. Failure to submit descriptive information may cause the bid to be rejected. If a Bidder provides no list of deviations in section four of its bid, then LLCD will assume that all items being bid by such Bidder match exactly with the specifications listed in Attachment A.

B. Instructions for preparing Attachment B, Bid Page

Bidder shall completely fill in all information for the items on which bidding. Incomplete responses will render the bid on that particular item non-responsive. Bidder may attach comments to the end of the bidding page to clarify bid prices, if necessary.

C. General bid instructions

1. LLCD reserves the right to accept or reject any or all bids received. The contract may be awarded based on prices quoted in Attachment B, and the quality of the product offered. Appraisal of Bidder's capacity to provide quality equipment. Bidder's qualifications. The level of service to be provided by the Bidder, and/or the overall quality of the bid offer. Preference may be given to bidders who can supply Excavator and all attachments as a complete package.

2. The Bidder shall complete Attachment C, "Affidavit of Non-Collusion," and submit with bid.
3. The Bidder shall submit at least one photograph or other visual depiction of the equipment offered. Other helpful materials could include a written description of the equipment, advertisements of the equipment, a copy of the title to the equipment, an operating manual, and/or maintenance records.
4. Failure to provide any of the required items listed under Part IV.A. above will render the Bidder's bid invalid.
5. LLCD reserves the right to amend or supplement this Invitation to Bid, giving equal information and cooperation to all bid invitation recipients.
6. Bids must be signed by an agent of the bidding company who is authorized to enter into contracts on the company's behalf. Sealed bids will be accepted by the LLCD District Manager, 7599 North Tunnel Road, Unionville, Indiana 47468 until April 14, 2015 at 4:00 p.m. Bids should be addressed to the attention of Adam Casey, District Manager, and marked "Excavator Bid." Bids not received prior to the deadline will be considered non-responsive and will be returned unopened to the Bidder. On April 15, 2015 at 6:00 p.m., all bids will be opened and read aloud in the order of their receipt during LLCD's Board Meeting at the Benton Township Senior Citizens Building, 7616 E. State Road 45, Unionville, IN 47468. Questions and inquiries shall be submitted in writing and addressed to Adam Casey, District Manager, 7599 North Tunnel Road, Unionville, Indiana 47468; telephone 812-334-0233; fax 812-335-0038.

V. Bidder Responsibilities

- A. Bidder shall furnish all necessary personnel, materials, equipment, and facilities necessary to deliver the equipment to Lake Lemon by June 3, 2015.
- B. Bidder shall operate in accordance with all applicable local, state, and federal laws, rules, regulations, ordinances, and guidelines.
- C. Bidder shall indemnify, defend and hold harmless LLCD and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from the use and delivery of the equipment prior to the moment when Bidder delivers possession of the equipment to LLCD on Lake Lemon and such equipment is accepted by LLCD. Bidder's obligation to indemnify, defend, and hold harmless LLCD pursuant to this paragraph shall include any costs or expenses incurred by LLCD on account of any claim therefore, including reasonable attorney fees.

- D. The risk of loss or destruction of any piece of equipment to be purchased pursuant to the terms of this bid and contract shall be borne by the Bidder up to and including the moment when Bidder delivers possession of the equipment to LLCD on Lake Lemon and such equipment is accepted by LLCD.

VI. Bid Conditions

- A. This bid and the resulting contract are between LLCD and the Bidder. They shall not bind any political jurisdiction to participate or impose any liability on any political jurisdiction.
- B. LLCD reserves the right to reject any and all bids and to waive any irregularities in a bid, including clerical and mathematical errors, or to accept that bid, which in the judgment of LLCD is to the best interests of LLCD.
- C. In submitting a bid, Bidder grants its authorization for LLCD (or an agent of LLCD, such as a consultant or mechanic) to evaluate, inspect, and appraise all equipment included as part of the bid. LLCD's decision on whether or not to evaluate, inspect, or appraise any given piece of equipment shall be made at the sole discretion of LLCD. Bidder shall work with LLCD to arrange for a mutually-acceptable time and place for any inspection requested by LLCD. LLCD shall complete all inspections on or before April 30, 2015.
- D. LLCD will award the contract(s) during the Board Meeting on April 15, 2015. The contract will be executed by May 20, 2015. Notwithstanding the foregoing, LLCD reserves the right to reject any or all bids received.
- E. Bidders shall inform themselves of all conditions under which the equipment is to be delivered, and all other relevant matters that may affect the delivery of the equipment. The Bidder shall make its own determinations as to these conditions, and shall assume all risk and responsibility for, and shall complete all delivery by the June 3, 2015 due date without extra cost to LLCD. The failure or omission of any bidder to examine any form, addendum, or other document shall in no way relieve the Bidder of any obligations with respect to the bid or the contract.
- F. The successful bidder or bidders shall deliver all equipment in the same or substantially the same condition as it was in at the time of LLCD's inspection. If, upon delivery, one or more pieces of equipment is not delivered in the same or substantially the same condition as it was in at the time of LLCD's inspection, then LLCD reserves the following rights: (1) to reject the defective equipment and to void the contract, in whole or in part, as it pertains to the defective equipment, or (2) to accept the equipment but withhold from any payment due to the bidder an amount equal to the cost of any and all repairs necessary to cure the defect.
- G. The successful bidder or bidders shall grant LLCD a warranty on all equipment for sixty (60) days following the delivery date. The warranty shall protect LLCD against

the failure of any major component part of the equipment during the sixty-day life of the warranty.

- H. LLCDC shall pay to any successful bidder eighty percent (80%) of the contract price on Contract (Purchase Agreement) Execution date on May 27, 2015. LLCDC shall pay the remaining twenty percent (20%) of the contract price within fifteen (15) days of the date of delivery. However, if any piece of equipment shall fail within this sixty-day warranty period, LLCDC reserves the following rights: (1) to reject the defective equipment and to void the contract, in whole or in part, as it pertains to the defective equipment, or (2) to accept the equipment but withhold from any payment (or remaining payment) due to the bidder an amount equal to the cost of any and all repairs necessary to cure the defect.
- I. Questions or explanations desired by a Bidder shall be submitted in writing, and if explanations are necessary, a reply shall be made in writing, a copy of which will be forwarded to each bidder. Questions shall be submitted to the District Manager, Adam Casey, 7599 North Tunnel Road, Unionville, Indiana 47468, or by fax at 812-335-0038.
- J. Notwithstanding any other provision of this Invitation to Bid or the resulting contract, if tax assessments or other funds for the purchase of the equipment or for the continued fulfillment by LLCDC of this Invitation to Bid or the resulting contract are at any time (prior to the final payment of June 18, 2015) not forthcoming or insufficient through failure of any entity to appropriate said tax assessments or funds, then LLCDC shall have the right to terminate this Invitation to Bid and/or the resulting contract without penalty by giving written notice documenting the lack of funding, in which instance, unless otherwise agreed by the parties, this Invitation to Bid and/or the resulting contract shall terminate and become null and void.
- K. If the bidder fails to perform according to this Invitation to Bid or the resulting contract, then such shall constitute a material breach.
- L. In the event that the bidder fails to perform according to this Invitation to Bid or the resulting contract, the laws governing the State of Indiana shall prevail. Any dispute between the parties hereunder shall be brought only in a court of competent jurisdiction in Monroe County, Indiana. In any such dispute, LLCDC may recover from Bidder any attorney fees or court costs it incurs in enforcing its rights under this Invitation to Bid or the resulting contract.
- M. No waiver of full performance by either party shall be construed, or operate as a waiver of any subsequent default or breach of any of the terms, covenants, and conditions of this Invitation to Bid or the resulting contract and shall not affect the right of LLCDC to enforce the same. The payment or acceptance of compensation for any period after a default or breach shall not be deemed a waiver of any right or acceptance of defective performance.

- N. Bids shall be valid for forty-five (45) days from the date and time they were opened and read aloud.

VII. Award Factors

The contract will be awarded to one or more responsible and responsive Bidders based upon consideration of the cost of the equipment, quality of the equipment. Appraisal of Bidder's capacity to provide quality equipment, Bidder's qualifications, the level of service to be provided by the Bidder, and overall quality of the bid offer. Preference may be given to bidders who can supply and deliver all pieces of equipment as a complete package. LLCD reserves the right to waive any informalities and to accept any bid or reject any or all bids. Contract may be awarded based on the lowest total price.

VII. Attachments

- A. Specifications
- B. Bid Page
- C. Non-collusion Affidavit

Attachment A

Specifications

Used Excavator

- The excavator will be no older than 2005
- The excavator will weigh no more than 28,000 pounds
- The excavator shall have no more than 4000 hours
- Air conditioning
- Bio-degradable oil in excavator Hydraulic system is preferred
- The Bid will include
 - One (1) hydraulic quick coupler
 - One (1) mechanical or hydraulic thumb attachment
 - One (1) 60" , one yard, excavation bucket with teeth and pins
 - One (1) 60" , one yard, smooth lip ditching bucket with pins

Attachment B

Bid Page

1. Bidder must bid pieces of equipment separately (individually).

ITEM	PRICE
Excavator	\$ _____
60", 1 yard steel excavation bucket with teeth & pins	\$ _____
60", 1 yard steel smooth lip bucket with no teeth	\$ _____

2. Bidder may (but is not required to) list an alternate, aggregate price if all pieces of equipment are purchased as a complete package. Preference may be given to bidders who can supply and deliver all pieces of equipment as a complete package.

ITEM	PRICE
Excavator; 60" wide steel bucket with teeth; 60" wide steel bucket with no teeth.	\$ _____

3. Bidder may (but is not required to) list any comments or clarifications to its bid here or by attaching a separate page.

Bids are considered in effect for **sixty (60)** days after bid-opening date.

Company Name (if applicable)

Authorized Signature

Date

Name Printed

Title with Company (if applicable)

Attachment C

Non-collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

_____ being duly sworn, deposes and says that
he/she is a _____ (Title) of the above _____
_____ (Name of Organization) and that the statements contained
in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this day of , 20 .

My Commission Expires:_____

(Notary Public)

County of Residence:



Lake Lemon Conservancy District

RESOLUTION 3-15-02

WHEREAS, It is necessary and desirable to authorize District Manager, Adam Casey, to sign checks for the Lake Lemon Conservancy District (LLCD) drawn on The Peoples State Bank up to an amount of five hundred (\$500.00) dollars on account No. 62 363 6. This will be in addition to the already authorized signatures on file with The Peoples State bank.

FURTHERMORE, It is necessary and desirable to authorize District Manager, Adam Casey, to issue/sign authorized "Claim Forms" for payment of Line Item Budgeted Monies. Claim Forms beyond two thousand dollars (\$2,000.00), will require prior approval of a Board Officer, unless "Claim" is for an expense previously approved by the Board. (I.e. contracts, agreements, etc.)

FURTHERMORE, a Corporate Visa charge card is herewith authorized to be issued to Adam Casey, District Manager, with a ten thousand (\$10,000.00) dollar credit line and with the stipulation that purchases over one thousand (\$1,000.00) dollars be approved in advance by the Board Treasurer or in his absence, another officer of the Board.

ADOPTED BY THE FOLLOWING VOTE: this 18th Day of March 2015.

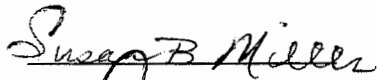
AYE

NAY

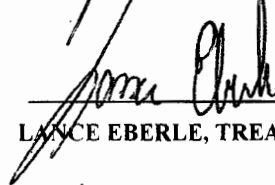
ABSTAIN



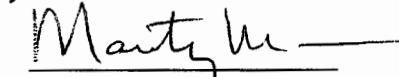
PAM DUGAN, CHAIRMAN



SUE MILLER, VICE-CHAIR



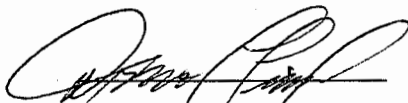
LANCE EBERLE, TREASURER



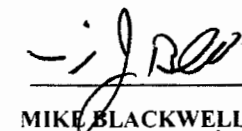
MARTY MANN, Sub-Area III



JOHN SCHELL, Sub-Area IV

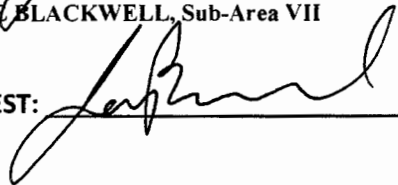


DENNIS FRIESEL, Sub-Area V



MIKE BLACKWELL, Sub-Area VII

ATTEST:



LLCD Board Recorder



Lake Lemon Conservancy District

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 18th day of March, 2015, 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, 2015 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 18th day of March, 2015, 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 18th, 2015 and shall continue until July 31st, 2015. 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

3-13-15

Phone: 334-2136

Date: 3-11-2014

JOB LAKE Lemon CONSERVANCY

All labor and materials

To haul Debris And
DISPOSAL

\$250.00 PER TRUCK LOAD

\$75.00 Additional Insured Insurance Fee

Thank you!



Lake Lemon Conservancy District

STONE HAULING AGREEMENT

THIS AGREEMENT dated the 18th day of March, 2015 is made by and between the Lake Lemon Conservancy District ("LLCD") and John Naylor Trucking ("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 18, 2015 to December 31, 2015.
4. Notice. Notice for purposes of this Agreement shall be:

John Naylor Trucking
4925 N. Kinser Pike
Bloomington, IN 47404
812-339-4958

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. John Naylor Trucking 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 John Naylor Trucking 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: _____

Pam Dugan

Its: Chairman

312744

John Naylor Trucking

By: _____

Its: _____

Attachment "A"

*Lake Lemon Conservancy District*

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2015.

It is anticipated, in 2015, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Thursday, March 12, 2015**.

Quoted price to be valid through December 31, 2015.

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 Adam Casey, District Manager (812-334-0233).

Quote Sheet

Material Type: Gabion Rip-Rap Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 16 ⁴⁵	Material Type: Graded Rip-Rap Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 16 ⁴⁵
Material Type: # 2's Crusher: Lincoln Park Shiaville, IN Haul & Material Cost Per Ton: \$ 13 ¹⁵	Material Type: 53's Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 11 ¹⁰
Material Type: 24" Shot Rock Crusher: Haul & Material Cost Per Ton: \$ _____	

Vendor Name: John Naylor Trucking
 Vendor Signature: JN Naylor
 Vendor Telephone: 812-339-4458
 Date: 03-09-15



Lake Lemon Conservancy District

	Young Trucking	A+ Performance	Naylor Trucking
Gabion Rip-Rap	\$18.95/Ton	\$17.90/Ton	\$16.65/ Ton
Graded Rip-Rap	\$15.25	\$17.40	\$16.65
#2's	\$12.95	\$13.00	\$13.15
53's	\$11.95	\$11.80	\$11.10
24" Shot Rock	\$12.95	\$23.40	n/a



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2015.

It is anticipated, in 2015, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Thursday, March 12, 2015.**

Quoted price to be valid through December 31, 2015.

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 Adam Casey, District Manager (812-334-0233).

Quote Sheet

Material Type: Gabion Rip-Rap Crusher:	Material Type: Graded Rip-Rap Crusher:
Haul & Material Cost Per Ton: \$ <u>18.95</u>	Haul & Material Cost Per Ton: \$ <u>15.25</u>
Material Type: # 2's Crusher:	Material Type: 53's Crusher:
Haul & Material Cost Per Ton: \$ <u>12.95</u>	Haul & Material Cost Per Ton: \$ <u>11.95</u>
Material Type: 24" Shot Rock Crusher:	
Haul & Material Cost Per Ton: \$ <u>12.95</u>	

Vendor Name: YOUNG TRUCKING INC

Vendor Signature: [Signature]

Vendor Telephone: 812 332-0403

Date: 3-6-15



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2015.

It is anticipated, in 2015, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Thursday, March 12, 2015.**

Quoted price to be valid through December 31, 2015.

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 Adam Casey, District 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>17.90</i>	Haul & Material Cost Per Ton: \$ <i>17.40</i>
Material Type: #2's Crusher: <i>Independent</i>	Material Type: 53's Crusher: <i>Independent</i>
Haul & Material Cost Per Ton: \$ <i>13.00</i>	Haul & Material Cost Per Ton: \$ <i>12.80</i>
Material Type: 24" Shot Rock Class 1 Crusher:	
Haul & Material Cost Per Ton: \$ <i>23.40</i>	

Vendor Name: *A+ Performance*

Vendor Signature: *[Signature]*

Vendor Telephone: *330-0453*

Date: *3/13/2015*



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2015.

It is anticipated, in 2015, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Thursday, March 12, 2015**.

Quoted price to be valid through December 31, 2015.

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 Adam Casey, District Manager (812-334-0233).

Quote Sheet

Material Type: Gabion Rip-Rap Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 16 ⁴⁵	Material Type: Graded Rip-Rap Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 16 ⁴⁵
Material Type: # 2's Crusher: Lincoln Park Shinesville, IN Haul & Material Cost Per Ton: \$ 13 ¹⁵	Material Type: 53's Crusher: Rogers Bloomington Haul & Material Cost Per Ton: \$ 11 ¹⁵
Material Type: 24" Shot Rock Crusher: Haul & Material Cost Per Ton: \$ _____	

Vendor Name: John Naylor Trucking

Vendor Signature: JN Naylor

Vendor Telephone: 812-339-4958

Date: 03-09-15

LAKE LEMON MANAGER'S OFFICE RENOVATION

The following are the specifications for the renovation:

The entire interior to be painted with two coats of Vaspar Interior Satin Latex Primer/Paint. 007.0391655.008 The walls to be washed down, any wall damage repaired before painting.

All carpeting and padding to be removed and replaced with Looptex Mills Essentials Summer Multi texture Indoor carpeting with Legget and Platt 11.43 mm rebond carpet padding. The bid shall include a unit price per square foot to replace damaged decking. After old carpet is removed the contractor shall locate all areas of damaged floor decking, and present to the Owner the areas and square footages required for repair.

All vinyl flooring to be removed and replaced with Vinyl Sheet Flooring IVC 13.167-ft Manchester 933 Stone Low Gloss Vinyl U5530.199K933P158. Install threshold and transition strips as required. The vinyl floor at the front entry door to be 5' x 5'.

The tub and shower enclosures are to be removed and replaced. Repair and patch any walls that need repaired. Shower enclosure to be Delta White Acrylic One piece 226032AL00.

The kitchen and bathtub faucets to be replaced with Moen Caldwell shower faucet one piece 82495EPSRN, and the kitchen Moen Caldwell 2 handle faucet CA87060SRS.

The electric stove to be replaced with Frigidaire 5.3 cu. Ft. self cleaning smooth surface LFEF3048QF.

All interior windows and cabinets to be cleaned.

Outside water spigot to be replace with a frost proof spigot with shut off.

All specifications are referenced to Lowes Home Improvements website. The colors and products specified are for bidding purposes, the Lake Manager will pick final colors of tile, paint and carpet before products are ordered.



Lake Lemon Conservancy District

PROFFESIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 18th day of March, 2015, by and between the Lake Lemon Conservancy District ("LLCD") and BK Construction ("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 elected to renovate the Riddle Point Park Office. 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 18th, 2015 and shall continue until May 31st, 2015. 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: Contractor at: 340 S. Maple St. Bloomington, IN 47403 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" with an allowance for extra expenditures not to exceed \$15,000.00 for total project. 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 Contractor.

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 _____

EXHIBIT A

BK Construction
340 S. Maple St.
Bloomington, IN 47403

Estimate

DATE	ESTIMATE #
3/15/2015	107

SEND TO	SHIP TO
Lake Lemon Conservancy District 7599 N. Tunnel Rd. Unionville, IN 47468	

DESCRIPTION	AMOUNT
Renovation of Manager's Office	0.00
Paint entire interior with two coats of Valspar Interior Satin Latex Primer/ Paint-007.0391655.008. Wash down walls and repair any damage befor painting.	3,475.00
Remove old carpeting and padding and replace with specified carpet and pad .	2,795.00
Remove and replace all vinyl flooring without removeing any underlayment. Flooring is from Lowe's as specifed	1,250.00
Bathroom-Remove Tub and Surround and replace with new acrylic tub and 3 piece surround. Repair and patch walls as necessary	2,245.00
Replace faucet in kitchen and bathtub with Moen fixtures.	580.00
Clean all interior windows and cabnets	525.00
Remove and replace outside water spigot with a frost proof spigot with shut off.	395.00
Replace electric stove with new Frigidaire stove. Model LFEF3048QF.	925.00
Remove and replace damaged sub-flooring @ \$10. per sq. ft.	0.00
Thank you!	Subtotal 12,190.00
	0% Tax
	Total 12,190.00

Waltman Construction Co., LLC

PO Box 1951
Nashville, IN 47448

Estimate

Date	Estimate Number
3/15/2015	15-27

Lake Lemon Conservancy Office

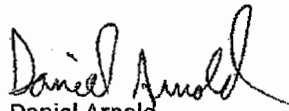
Waltman Construction proposes the following work to be completed: Bathroom Renovation	
<ul style="list-style-type: none">- Remove tub in bathroom and wall between bathroom and bedroom- Repair subfloor in bathroom and bedroom- Frame a new wall where the old wall was- Install new knock down tub shower unit and new Delta tub shower valve- Hang and finish drywall on new wall- Install new bed/bath door- Make necessary repairs to floor by furnace- Floor joists may need fixed or replaced in the bathroom and where the furnace is- Cabinets may need removed to repair floor by furnace- Replace a hose bib with a Woodford frost proof 12"- Clean windows and cabinets- All ceilings to be painted 2 coats, white- All walls to be primed 1 coat and painted 2 coats- Install baseboard trim throughout- Install new kitchen faucet (Delta B2412 LF)- Install new lav faucet (B2510 LF)- Tub shower will be Sterling by Kohler 60 x 32 Model #71120120- Owner to have all floor coverings done by others- Owner to supply electric range and have it installed by said company (if purchased by and they don't do installation, Waltman Const will install once onsite)	
Total labor and material	15,282.80
**Possible estimated extras \$2,000	
Thank you for your business.	
Total	\$15,282.80

2/18/15

To Whom It May Concern:

My name is Daniel Arnold and I own the property located at 4800 Possum Trot Rd. I would like to formally request a list of the LLC freeholders. I also own the properties located at 8901 E. Southshore Dr. and 8953 E. Southshore Dr. I am a fellow freeholder for both of these properties. It can either be emailed to arnolddaniel82@gmail.com or mailed to 8901 E. Southshore Dr., Unionville, IN, 47468.

Thank you for your consideration.


Daniel Arnold



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 LLCD.
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 LLCD.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with LLCD.
3. Receiving remuneration for services with respect to individual transactions involving LLCD.
4. Using LLCD's time, personnel, equipment, supplies, or good will for other than LLCD-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with LLCD. 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 LLCD.

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 LLCD 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

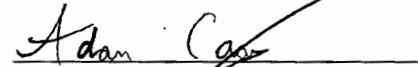
Board

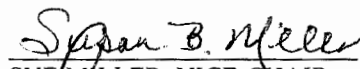
Lance Eberle	First Insurance	Treasurer
Lance Eberle	Boys & Girls Club	Board
JOHN SCHELL	SEITZ MARIAGE	BOARD

Lake Lemon Conservancy District
Board Directors

Management Official



PAM DUGAN, CHAIRMAN

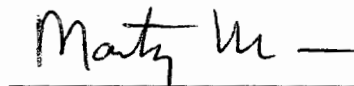

ADAM CASEY, MANAGER

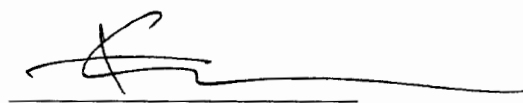

SUE MILLER, VICE-CHAIR

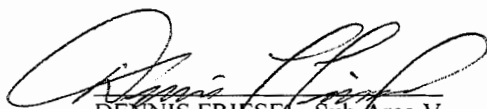
March 18, 2015


DATE


LANCE EBERLE, TREASURER


MARTY MANN, Sub-Area Iil


JOHN SCHELL, Sub-Area IV


DENNIS FRIESEL, Sub-Area V


MIKE BLACKWELL, 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.