



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Benton Township Senior Citizens Building
April 20, 2016
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval of March 16, 2016 Board Meeting Minutes (PD)
- III. Treasurer's Report (LE)
 - A. March Financial Update
 - B. Report of Claims Approval for March 2016
 - C. Resolution 04-16-01: DNR Vegetation Grant (JVT)
 - A. DNR LARE Grant: Bids
- IV. Maintenance & Improvements (PD)
 - A. Long Causeway Maintenance Letter: Discussion (AH)
 - B. Riddle Point Park Improvements: Discussion (AC)
- V. Manager's Report (AC)
 - A. Small Barge: Update
 - A. Legal Opinion on Dredging Walker Lane
 - B. Little Africa Disposal Site
 - C. Final Payment Options for Barge/Motors
 - D. Excavator Rental: Quotes
 - B. Barge Operations: Update
 - C. Kenny Clark: Land Use Agreement
 - D. Canada Goose: Update
 - E. Commercial Boat Fee: Discussion
- VI. Public Comment (PD)
- VII. New Business / Correspondence for Future Agenda (PD)
 - A. Next Board Meeting: May 18, 2016
- VIII. Adjournment (PD)

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



Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

1 of 2

Date: April 20, 2016

Name	Lake Address	District
Todd Fisher	5963 Northshore Dr	6
Susan Snider	Salmon 7017 E Spillway	2
Jane Dearborn	Chitwood Lane	7
Malcolm McClure	4547 Idalawn Dr.	6
PAUDY MARANEL PRUDEN	71667 N. John Young Rd	1
JIM DAUBLEN	4076 WATSON	7
SAWY SPALDING	4117 CHITWOOD LN	1
Ron Thorsen	4192 Channel Rd	LAKE Person!
BARRY WESNIDGE	4186 Channel Rd.	7
Scott Adamson	4184 WALKER LANE	7
Ann Wroblewski	6486 Southshore Dr	7
Vince Britt	6486 Southshore Dr	7
Lora Schull	Northshore	4
Cheri Wimmenauer	4385 Watson	7
Terry & Sandy Caplinger	4304 Watson	7
Barbara Ritter	7750 Wildwood Dr.	2
Dave Gibson		7
SURA GAIL TALIA	8920 Southshore 47468	5



Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

2 of 2

Date: _____

Name	Lake Address	District
Tom Diehl	4162 Channel Rd	7
Mike + Cynthia Karpus	6271 N. Shore	6
Sandy Lee	4302 Channel Rd	7

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Citizens Building
April 20, 2016**

The April 20th, 2016 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Citizens Building and was called to order by Chairman Pam Dugan at 6:00 PM.

BOARD MEMBERS PRESENT: Pam Dugan, Sue Miller, Lance Eberle, Mary Jane Brown, John Schell, Andy Hoffman, and Mike Blackwell. **ALSO PRESENT:** Adam Casey, Manager; James Van Tassel, Operations Supervisor; and LLCD Freeholders (see attached sign-in sheet).

I. Opening Comments (Dugan)

II. Approval of March 16, 2016 Board Meeting Minutes (Dugan)

EBERLE MOTIONED TO APPROVE THE MARCH 16, 2016 BOARD MEETING MINUTES. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Eberle)

a. March Financial Highlights (see attached)

DUGAN MOTIONED TO APPROVE THE MARCH 2016 FINANCIAL HIGHLIGHTS. BLACKWELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

b. Report of Claims Approval for March 2016

BLACKWELL MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR MARCH 2016. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

c. Resolution 04-16-01: DNR Vegetation Grant

i. DNR Lare Grant: Bids

MILLER MOTIONED TO APPROVE RESOLUTION 04-16-01: DNR VEGETATION GRANT AND TO AWARD THE DNR LARE GRANT BID TO AQUATIC CONTROL, INC. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

IV. Maintenance & Improvements

a. Long Causeway Maintenance Letter: Discussion (Dugan)

- i. The Board discussed a letter written by Dugan detailing the road and roadside maintenance of the Long Causeway on South Shore Dr. The board approved this letter to be sent to the respective parties in Brown and Monroe Counties.
- b. Riddle Point Park Improvements: Discussion (Hoffman)
 - i. The board discussed needed maintenance to the bathhouse. The roof of the bathhouse is in disrepair and should be addressed prior to any finishing work on the interior. Future interior work could include new flooring and refinishing of the walls.
 - ii. Staff will receive quotes on bathhouse roof repairs and discuss with a design professional.
 - iii. Other items discussed for park improvements included: Fire Rings, Grills, Playground Equipment, New Open Air Shelter on Far Point, Cleaning Crew for Bathhouse, Riddle Point Survey Handouts.

HOFFMAN MOTIONED TO HAVE STAFF RECEIVE QUOTES FOR BATHHOUSE ROOF REPAIRS WITH ADVICE FROM A DESIGN PROFESSIONAL. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

V. Manager's Report (Casey)

- a. Small Barge: Update
 - i. Legal Opinion on Dredging Walker Lane (see attached)
 - ii. Little Africa Disposal Site
 - 1. Casey will speak with the CBU and discuss utilizing Little Africa. A storm water management plan will need to be implemented prior to any development of Little Africa.
 - iii. Final Payment Options for Barge/Motors
 - 1. Final Payment will be due mid to late May
 - 2. In order to keep some reserves in the checking account, a loan was suggested to finance the remainder of the barge cost.
 - 3. Eberle recommended going forward with the loan process.

EBERLE MOTIONED TO FINANCE THE REMAINDER OF THE SMALL BARGE COST AND ASSOCIATED EQUIPMENT AS NEEDED. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

iv. Excavator Rental: Quotes

1. Two Quotes were received (see attached)
2. Staff is waiting on the cost associated with using Biodegradable Hydraulic Oil.

b. Barge Operations: Update

- i. Currently dredging on West side of Point Idalawn.
- ii. Lake proper debris has been cleaned up, and shoreline debris will be cleaned up in Mid May.
- iii. Several private shoreline erosion control jobs have been performed.

c. Kenny Clark: Land Use Agreement

- i. New contract incurs a \$1,000.00 annual fee.
- ii. Eberle made suggestions on the insurance clause and will give feedback to Casey.

MILLER MOTIONED TO APPROVE THE KENNY CLARK: LAND USE AGREEMENT PENDING CHANGES FROM EBERLE/CASEY. BLACKWELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

d. Canada Goose: Update

- i. Nineteen nests were treated on Cemetery Island

e. Commercial Boat Fee: Discussion

- i. Discussion took place about commercial boat fees, commercial ramp fees, bus fees for the park etc. Staff will talk with other lakes in the area to see if they implement commercial fees.

VI. Public Comment (Dugan)

- a. Ron Thrasher, Freeholder VII, asked how much dredging money has been used?

- i. LLCD Dredging has only been operating for a few days.

- b. Todd Fisher, Freeholder VI, commented about State Road 45 just west of Helmsburg being closed from May – September.

c. Sura Gail Tala, Freeholder V, asked about kayak rentals.

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

a. Next Board Meeting: May 18, 2016

VIII. Adjournment (Dugan)

HOFFMAN MOTIONED TO ADJOURN THE MEETING. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.

Lake Lemon Conservancy District
Budget Summary Report

20-Apr-16

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	YTD Actuals	Notes
Revenue	\$5,116	\$9,125	\$21,193	\$35,433	
Income Breakdown					
Watercraft Permits			\$7,185	\$7,185	
Launch Fees			\$2,460	\$2,460	
Marina & Club Fees	\$0	\$0	\$1,500	\$1,500	
Sublease & Access Fees	\$4,125	\$9,075	\$6,120	\$19,320	
Property Tax - Brown County				\$0	
Property Tax - Monroe County				\$0	
Interest	\$190	\$0	\$0	\$190	
Grants & Donations	\$0	\$0	\$0	\$0	
Fish Tournaments	\$800	\$50	\$50	\$900	
Park/Lake Reservations	\$0	\$0	\$2,450	\$2,450	
Park Admission Fees	\$0	\$0	\$0	\$0	
Dredging/Rip-Rap Income	\$0	\$0	\$1,428	\$1,428	
Other Income				\$0	
Expenses & Margin:					
SG&A expenses	\$32,986	\$10,817	\$26,315	\$69,118	
Salaries & Benefits	\$10,405	\$8,073	\$11,711	\$30,189	Gate & Dredging
Supplies	\$1,799	\$427	\$2,794	\$5,020	Permits
Professional Services	\$1,580	\$256	\$1,650	\$3,486	2 Mths Accountant
Communication/Travel	\$370	\$250	\$215	\$835	
Printing/Advertising	\$30	\$581	(\$12)	\$599	
Insurance	\$15,935	\$0	\$8,300	\$24,235	
Utility Services	\$470	\$830	\$542	\$1,843	
Repair & Maintenance	\$283	\$0	\$104	\$367	Water Testing & Disposal Site
Other Services	\$2,135	\$400	\$11	\$2,545	
Machinery & Equipment	\$0	\$0	\$0	\$0	
Other Capital Outlays	\$0	\$0	\$0	\$0	
Pretax operating profit (loss)	(\$27,871)	(\$1,692)	(\$4,122)	(\$33,684)	
Operating margin	-544.9%	-18.6%	-19.4%	-96.1%	

LAKE LEMON CONSERVANCY
Financial Statements

For the Period Ending

January 1, 2016 thru March 31, 2016

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of March 31, 2016 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

The following are the company's significant accounting policies under this basis:

Income Tax. No provision or liability for income taxes has been included in the financial statements.

Provision for Doubtful Accounts. No provision for doubtful accounts is made. The company follows the practice of charging off all accounts deemed uncollectible directly to expense.

Property and Equipment. Property and equipment, as well as liabilities pertaining thereto, are recorded at cost as determined for income tax purposes.

Shirley Watkins, CPA
April 9, 2016

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04/09/16
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of March 31, 2016

	Mar 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	251,341.32
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	81,796.67
1050 · Savings Account	2,064.68
Total Checking/Savings	<u>451,511.52</u>
Total Current Assets	451,511.52
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	300,550.00
1680 · Other Fixed Assets	146,411.85
Total Fixed Assets	<u>583,716.21</u>
TOTAL ASSETS	<u><u>1,035,227.73</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,589.68
2020 · State & Co. Withholding Payable	410.76
2030 · Retirement Payable	-1,369.80
Total Other Current Liabilities	<u>1,630.64</u>
Total Current Liabilities	<u>1,630.64</u>
Total Liabilities	1,630.64
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	365,749.99
Net Income	-33,684.25
Total Equity	<u>1,033,597.09</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,035,227.73</u></u>

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

March 2016

	Mar 16	Jan - Mar 16
Income		
4000 · Watercraft Permits	7,185.00	7,185.00
4010 · Launch Fees	2,460.00	2,460.00
4020 · Marina & Club Fees	1,500.00	1,500.00
4030 · Sublease & Access Fees	6,120.00	19,320.00
4060 · Interest	0.00	190.22
4080 · Fishing Tournament	50.00	900.00
4090 · Park Reservations	2,450.00	2,450.00
4130 · Dredging/Rip-Rap Income	1,427.99	1,427.99
Total Income	21,192.99	35,433.21
Expense		
6000 · Manager	4,200.00	12,600.00
6001 · Operations Supervisor	3,125.00	9,375.00
6010 · FICA	612.36	1,791.25
6020 · State Unemployment Tax	0.00	19.55
6025 · Merchant Fees	10.50	10.50
6030 · Retirement	1,040.16	1,464.72
6040 · Health Insurance	328.34	1,614.12
6070 · Gate Attendant	280.50	280.50
6112 · Dredger (Other)	1,256.25	1,950.00
6114 · Assistant Dredger (Other)	369.00	594.00
6115 · Dredger (Private)	337.50	337.50
6116 · Assistant Dredger (Private)	162.00	162.00
6120 · Season & Launch Permits	1,754.48	1,754.48
6130 · Daily Permits	197.90	197.90
6140 · Receipt/Tickets Books	348.08	348.08
6160 · Printer, Copier & Computer Supp	0.00	295.00
6180 · Postage	98.00	204.75
6190 · General Business Supplies	0.00	400.96
6200 · Regular Gas	0.00	460.80
6210 · Diesel	0.00	648.75
6240 · Building & Grounds	395.43	515.17
6251 · Dredging Supplies	0.00	193.84
6300 · Accounting Services	900.00	1,350.00
6320 · Attorney	0.00	1,310.87
6350 · Other Prof/Secretarial Service	750.00	825.00
6370 · Phone, LDT, Pager, E-Mail	215.03	645.09
6410 · Subscriptions	0.00	190.00
6430 · Ads	-11.86	59.11
6440 · Other	0.00	539.77
6450 · Insurance	8,300.00	24,235.10
6460 · Electric	421.95	1,459.85
6470 · Water	42.14	126.42
6480 · Trash	0.00	78.25
6490 · Port-O-Lets	78.00	78.00
6500 · Pump Holding Tank	0.00	100.00
6510 · Building & Grounds Expense	0.00	262.50
6520 · Boat	104.00	104.00
6560 · Water Testing	0.00	2,022.00
6661 · Disposal Site Preparation	0.00	512.63
Total Expense	25,314.76	69,117.46
Net Income	-4,121.77	-33,684.25

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through March 2016

	Jan - Mar 16	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	7,185.00	110,000.00	-102,815.00	6.5%
4010 · Launch Fees	2,460.00	20,000.00	-17,540.00	12.3%
4020 · Marina & Club Fees	1,500.00	8,000.00	-6,500.00	18.8%
4030 · Sublease & Access Fees	19,320.00	26,000.00	-6,680.00	74.3%
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	1,250.00	-1,059.78	15.2%
4070 · Grants & Donations	0.00	7,000.00	-7,000.00	0.0%
4080 · Fishing Tournament	900.00	1,400.00	-500.00	64.3%
4090 · Park Reservations	2,450.00	4,000.00	-1,550.00	61.3%
4100 · Park Admission Fees	0.00	37,000.00	-37,000.00	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	1,427.99	12,500.00	-11,072.01	11.4%
4140 · Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
Total Income	35,433.21	677,150.00	-641,716.79	5.2%
Expense				
6000 · Manager	12,600.00	50,450.00	-37,850.00	25.0%
6001 · Operations Supervisor	9,375.00	40,000.00	-30,625.00	23.4%
6010 · FICA	1,791.25	13,400.00	-11,608.75	13.4%
6020 · State Unemployment Tax	19.55	800.00	-780.45	2.4%
6025 · Merchant Fees	10.50			
6030 · Retirement	1,464.72	12,800.00	-11,335.28	11.4%
6040 · Health Insurance	1,614.12	8,000.00	-6,385.88	20.2%
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	280.50	21,000.00	-20,719.50	1.3%
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	0.00	0.00	0.00	0.0%
6111 · Dredger	0.00	22,500.00	-22,500.00	0.0%
6112 · Dredger (Other)	1,950.00	14,052.50	-12,112.50	13.9%
6113 · Assistant Dredger	0.00	10,800.00	-10,800.00	0.0%
6114 · Assistant Dredger (Other)	594.00	5,400.00	-4,806.00	11.0%
6115 · Dredger (Private)	337.50	3,750.00	-3,412.50	9.0%
6116 · Assistant Dredger (Private)	162.00	1,800.00	-1,638.00	9.0%
6120 · Season & Launch Permits	1,754.48	1,500.00	254.48	117.0%
6130 · Daily Permits	197.90	400.00	-202.10	49.5%
6140 · Receipt/Tickets Books	348.08	400.00	-51.92	87.0%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	295.00	800.00	-505.00	36.9%
6170 · Miscellaneous-Other	0.00	1,300.00	-1,300.00	0.0%
6180 · Postage	204.75	800.00	-595.25	25.6%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

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04/09/16

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through March 2016

	Jan - Mar 16	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	400.96	500.00	-99.04	80.2%
6200 · Regular Gas	460.80	8,000.00	-7,539.20	5.8%
6210 · Diesel	648.75	11,000.00	-10,351.25	5.9%
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	515.17	10,000.00	-9,484.83	5.2%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	193.84	15,000.00	-14,806.16	1.3%
6252 · Rip Rap/Erosion Control	0.00	10,000.00	-10,000.00	0.0%
6260 · Uniforms	0.00	200.00	-200.00	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	3,500.00	-3,500.00	0.0%
6300 · Accounting Services	1,350.00	5,400.00	-4,050.00	25.0%
6310 · Grass	0.00	15,000.00	-15,000.00	0.0%
6320 · Attorney	1,310.87	4,000.00	-2,689.13	32.8%
6325 · Fish Management Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	0.00	4,000.00	-4,000.00	0.0%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	825.00	500.00	325.00	165.0%
6370 · Phone, LDT, Pager, E-Mail	645.09	2,900.00	-2,254.91	22.2%
6380 · Travel	0.00	300.00	-300.00	0.0%
6390 · Hotel	0.00	0.00	0.00	0.0%
6400 · Meals	0.00	0.00	0.00	0.0%
6410 · Subscriptions	190.00	300.00	-110.00	63.3%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	59.11	500.00	-440.89	11.8%
6440 · Other	539.77	1,000.00	-460.23	54.0%
6450 · Insurance	24,235.10	43,000.00	-18,764.90	56.4%
6460 · Electric	1,459.85	4,500.00	-3,040.15	32.4%
6470 · Water	126.42	600.00	-473.58	21.1%
6480 · Trash	78.25	1,500.00	-1,421.75	5.2%
6490 · Port-O-Lets	78.00	2,000.00	-1,922.00	3.9%
6500 · Pump Holding Tank	100.00	800.00	-700.00	12.5%
6510 · Building & Grounds Expense	262.50	3,000.00	-2,737.50	8.8%
6520 · Boat	104.00	2,000.00	-1,896.00	5.2%
6530 · Truck	0.00	500.00	-500.00	0.0%
6540 · Sluice Gate Inspection	0.00	3,000.00	-3,000.00	0.0%
6541 · Dredging Equipment Maintenance	0.00	7,000.00	-7,000.00	0.0%
6542 · Equipment Rental	0.00	1,000.00	-1,000.00	0.0%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	2,022.00	4,500.00	-2,478.00	44.9%
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%

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04/09/16

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through March 2016

	Jan - Mar 16	Budget	\$ Over Budget	% of Budget
6620 · Dam/Spillway Inspection	0.00	5,000.00	-5,000.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Soil 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	512.63	0.00	512.63	100.0%
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	500.00	-500.00	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	0.00	0.00	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%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	8,000.00	-8,000.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLCDC Pick-up Truck	0.00	0.00	0.00	0.0%
Total Expense	69,117.46	720,762.50	-651,645.04	9.6%
Net Income	-33,684.25	-43,612.50	9,928.25	77.2%



Lake Lemon Conservancy District

Date: March 31, 2016

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 \$21,055.76

Dated this 20th Day of April 2016

Signature of Governing Board


PAM DUGAN, CHAIRMAN



SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARY JANE BROWN, Sub-Area III


JOHN SCHELL, Sub-Area IV


ANDREW HOFFMAN, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

10:03 AM
04/11/16

LAKE LEMON CONSERVANCY
Check Detail
March 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3757	3/4/2016	BLOOMINGTON H...		1000 · Peoples Sta...	-6.43	-6.43
					6240 · Building & G...	-6.43	6.43
TOTAL						-6.43	6.43
Check	3758	3/4/2016	WATKINS ACCOU...		1000 · Peoples Sta...	-450.00	-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3769	3/4/2016	ROGERS EDWAR...		1000 · Peoples Sta...	-750.00	-750.00
					6350 · Other Prof/S...	-750.00	750.00
TOTAL						-750.00	750.00
Check	3760	3/4/2016	BAUGH ENTERPRI...		1000 · Peoples Sta...	-1,952.38	-1,952.38
					6120 · Season & La...	-1,754.48	1,754.48
					6130 · Daily Permits	-197.90	197.90
TOTAL						-1,952.38	1,952.38
Check	3761	3/4/2016	A E BOYCE CO., I...		1000 · Peoples Sta...	0.00	0.00
TOTAL						0.00	0.00
Check	3762	3/4/2016	SCI SECURITY		1000 · Peoples Sta...	-389.00	-389.00
					6240 · Building & G...	-389.00	389.00
TOTAL						-389.00	389.00
Check	3763	3/4/2016	B & B WATER CORP		1000 · Peoples Sta...	-42.14	-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	3764	3/4/2016	A E BOYCE CO., I...		1000 · Peoples Sta...	-348.08	-348.08
					6140 · Receipt/Tick...	-348.08	348.08
TOTAL						-348.08	348.08

10:03 AM
04/11/16

LAKE LEMON CONSERVANCY
Check Detail
March 2016

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3767	3/14/2016	WATKINS ACCOU...		1000 - Peoples Sta...	-450.00	-450.00
					6300 - Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3768	3/14/2016	MONROE TUFF-JON		1000 - Peoples Sta...	-78.00	-78.00
					6490 - Port-O-Lets	-78.00	78.00
TOTAL						-78.00	78.00
Check	3769	3/14/2016	SCI REMC		1000 - Peoples Sta...	-421.95	-421.95
					6460 - Electric	-421.95	421.95
TOTAL						-421.95	421.95
Check	3772	3/22/2016	UNITED HEALTH ...		1000 - Peoples Sta...	-407.52	-407.52
					6040 - Health Insur...	-407.52	407.52
TOTAL						-407.52	407.52
Check	3773	3/22/2016	FIRST INSURANC...		1000 - Peoples Sta...	-8,300.00	-8,300.00
					6450 - Insurance	-8,300.00	8,300.00
TOTAL						-8,300.00	8,300.00
Check	3774	3/22/2016	VISA		1000 - Peoples Sta...	-98.00	-98.00
					6180 - Postage	-98.00	98.00
TOTAL						-98.00	98.00
Check	3775	3/22/2016	COMCAST CABLE		1000 - Peoples Sta...	-215.03	-215.03
					6370 - Phone, LDT...	-215.03	215.03
TOTAL						-215.03	215.03
Check	3776	3/22/2016	ALL ABOUT BOATS		1000 - Peoples Sta...	-104.00	-104.00
					6520 - Boat	-104.00	104.00
TOTAL						-104.00	104.00

14,012.53

10:12 AM
04/11/16

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

March 2016

	Casey, Adam W		Hopkins, Joseph S		Nguyen, Christopher X		Snooks, Franklin A		VanTassel, James P		Wallis, Isaac N	
	HourRate	Mar 16	Hours	Rate	Mar 16	Hours	Rate	Mar...	HourRate	Mar 16	Hours	
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000		4,200.00			0.00			0.00		0.00		
Salary-6001		0.00			0.00			0.00		3,125.00		
Reg. Pay-6070		0.00	14	11.00	154.00	5.5		66.00		0.00		
Reg. Pay-6111		0.00			0.00			0.00		0.00		
Reg. Pay-6112		0.00			0.00			0.00		0.00		
Reg. Pay-6113		0.00			0.00			0.00		0.00		
Reg. Pay-6114		0.00			0.00			0.00		0.00		20.5
Reg. Pay-6115		0.00			0.00			0.00		0.00		
Reg. Pay-6116		0.00			0.00			0.00		0.00		9
Total Gross Pay		4,200.00	14		154.00	5.5		66.00		3,125.00		29.5
Deductions from Gross Pay												
Insurance		-79.18			0.00			0.00		0.00		
Retirement		-126.00			0.00			0.00		-93.76		
Total Deductions from Gross Pay		-205.18			0.00			0.00		-93.76		
Adjusted Gross Pay		3,994.82	14		154.00	5.5		66.00		3,031.24		29.5
Taxes Withheld												
Federal Withholding		-630.00			0.00			0.00		-402.00		
Medicare Employee		-59.76			-2.23			-0.96		-45.31		
Social Security Employee		-255.49			-9.55			-3.75		-193.75		
IN - Withholding		-131.82			-5.08			-2.18		-100.04		
Hamilton Co		0.00			0.00			0.00		-30.32		
Monroe Co.		-43.74			-1.69			-0.63		0.00		
Total Taxes Withheld		-1,120.81			-18.55			-7.26		-771.42		
Net Pay		2,874.01	14		135.45	5.5		53.24		2,259.82		29.5
Employer Taxes and Contributions												
Federal Unemployment		0.00			0.92			0.36		4.50		
Medicare Company		59.76			2.23			0.88		45.31		
Social Security Company		255.49			9.55			3.75		193.75		
IN - Unemployment Company		8.98			1.10			0.43		22.31		
Total Employer Taxes and Contributions		324.23			13.80			5.42		265.87		

10:12 AM
04/11/16

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

March 2016

	Walls, Isaac N		Warthan, Levi R		TOTAL	
	Rate	Mar 16	Hours	Rate	Mar 16	Mar 16
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary-6000	0.00	0.00				4,200.00
Salary-6001	0.00	0.00				3,125.00
Reg. Pay-6070	0.00	0.00				280.50
Reg. Pay-6111	0.00	0.00				0.00
Reg. Pay-6112	0.00	0.00	37.50			1,256.25
Reg. Pay-6113	18.00	0.00	37.50			0.00
Reg. Pay-6114	18.00	0.00				369.00
Reg. Pay-6115	0.00	0.00	9	37.50		337.50
Reg. Pay-6116	18.00	162.00				162.00
Total Gross Pay		531.00	42.5			9,730.25
Deductions from Gross Pay						
Insurance		0.00				-79.18
Retirement		0.00				-219.76
Total Deductions from Gross Pay		0.00				-298.94
Adjusted Gross Pay		531.00	42.5			9,431.31
Taxes Withheld						
Federal Withholding		-27.00				-1,239.00
Medicare Employee		-7.70				-139.95
Social Security Employee		-32.92				-598.37
IN - Withholding		-17.52				-311.23
Hamilton Co		0.00				-30.32
Monroe Co.		-5.81				-69.21
Total Taxes Withheld		-90.95				-2,398.08
Net Pay		440.05	42.5			7,043.23
Employer Taxes and Contributions						
Federal Unemployment		3.19				18.94
Medicare Company		7.70				139.95
Social Security Company		32.92				598.37
IN - Unemployment Company		3.79				48.46
Total Employer Taxes and Contributions		47.60				805.72



Lake Lemon Conservancy District

RESOLUTION 04-16-01

WHEREAS, the Lake Lemon Conservancy District (LLCD), on March 17, 2016, was conditionally awarded a \$5,000.00 Grant for exotic vegetation control from the Indiana Department of Natural Resources Lake and River Enhancement Program, and

WHEREAS, the LLCD Board of Directors officially accepted the grant at it's April 20, 2016 Board Meeting, and

THEREFORE, IT IS RESOLVED THAT the Board of Directors of the Lake Lemon Conservancy District here-by authorizes an additional expenditure of \$5,000.00 for exotic vegetation control in 2016.

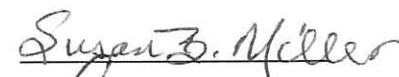
ADOPTED BY THE FOLLOWING VOTE: this 20th Day of April 2016.


AYE

NAY


ABSTAIN

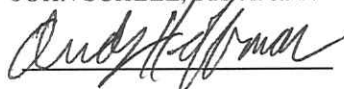

PAM DUGAN, CHAIRMAN


SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARTY JANE BROWN, Sub-Area III


JOHN SCHELL, Sub-Area IV


ANDY HOFFMAN, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

ATTEST:


LLCD Board Recorder



Indiana Department of Natural Resources

Michael R. Pence, Governor
Cameron F. Clark, Director

Lake and River Enhancement Section
Division of Fish & Wildlife
402 W. Washington Street
Room W273
Indianapolis, IN 46204
PH: 317/233-1484
FAX: 317/232-8150

March 17, 2016

Adam Casey, District Manager
Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468

Dear Mr. Casey:

I am pleased to inform you that the grant award made by Director Clark for the Aquatic Vegetation Management Project for Lake Lemon in Brown and Monroe Counties has been finalized with a signed purchase order.

The PO Number is #0016549027 for \$5,000.00 for maintenance treatment for Aquatic Vegetation Management.

All payments are made approximately 35 days in arrears following submission of invoices to the LARE project manager.

These funds should be utilized by 5/31/2017.

Please do not move forward until you and your project manager, Ashlee Haviland, have been able to work out details for the next steps in this project.

Ashlee's e-mail address is ahaviland@dnr.IN.gov and her phone number is 317-234-8348.

Ashlee will contact you in the near future to discuss project details and initiate a Request for Proposals (RFP) from three to five contractors. Please do not solicit project proposals from consultants prior to communicating with her.

Thank you for your interest in Indiana's Lake and River Enhancement program.

Request for Bids Maintenance Herbicide Treatment – 2016

Bid due date: April 15th 2016 by 12:00 PM (Noon)

Return bid to: Lake Lemon Conservancy District
c/o Adam Casey
7599 North Tunnel Road
Unionville, Indiana 47468
812-334-0233
Office@lakelemon.org

Copy to: Ashlee Haviland
Central Office
IDNR Division of Fish & Wildlife
402 W Washington St RM W273
Indianapolis, IN 46204
ahaviland@dnr.in.gov

Bid submitted by:	<u>Aquatic Control</u>	(Company Name)
	<u></u>	(Address)
	<u>PO Box 100</u>	(Address)
	<u>Seymour, IN 47274</u>	(City, State, Zip code)
	<u>812-497-2410</u>	(Telephone)
	<u>natel@aquaticcontrol.com</u>	(Email)

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

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

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

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Julie McEvoy (jmcevoy@dnr.in.gov or 260-244-6805, at the Northeast Regional Office of the Division of Fish and Wildlife in Columbia City) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

Bid Maintenance Herbicide Treatment – 2016

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

<u>Item Description</u>	<u>Price</u>
Herbicide treatment at Lake Lemon, Brown and Monroe Counties Application of Triclopyr to treat up to 55 acres of Eurasian watermilfoil.	
Per acre Triclopyr, average depth of 3 feet at 2.0 ppm	\$ <u>550.00</u>
Per acre Triclopyr, average depth of 4 feet at 2.0 ppm	\$ <u>550.00</u>

The acreage given above is based on the anticipated coverage in the lake. The actual treatment will be based on information in a pre-treatment survey to determine the exact extent and location of the treatment area in compliance with permits issued by the Indiana Department of Natural Resources. All herbicide treatments must also be approved by LARE staff prior to application. Treatment maps should be provided to LARE no later than

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

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

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

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

Signed this 13th day of April, 2016
 Signature: Nathan W Long
 Printed Name: Nathan W. Long
 Title: VP Lake Management Services
 Company: Aquatic Control Inc

Request for Bids

Maintenance Herbicide Treatment – 2016

Bid due date: April 15th 2016 by 12:00 PM (Noon)

Return bid to: Lake Lemon Conservancy District
c/o Adam Casey
7599 North Tunnel Road
Unionville, Indiana 47468
812-334-0233
Office@lakelemon.org

Copy to: Ashlee Haviland
Central Office
IDNR Division of Fish & Wildlife
402 W Washington St RM W273
Indianapolis, IN 46204
ahaviland@dnr.in.gov

Bid submitted by: Hoosier Aquatic Management (Company Name)
3448 W 16th St. (Address)
Indianapolis, IN 46222 (Address)
 _____ (City, State, Zip code)
317 709 5384 (Telephone)
mkerkhof@hoosieraquaticmanagement.com (Email)

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

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

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

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Julie McEvoy (jmcevoy@dnr.in.gov or 260-244-6805, at the Northeast Regional Office of the Division of Fish and Wildlife in Columbia City) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

Bid Maintenance Herbicide Treatment – 2016

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

<u>Item Description</u>	<u>Price</u>
Herbicide treatment at Lake Lemon, Brown and Monroe Counties	
Application of Triclopyr to treat up to 55 acres of Eurasian watermilfoil.	
Per acre Triclopyr, average depth of 3 feet at 2.0 ppm	\$ <u>\$450.00</u>
Per acre Triclopyr, average depth of 4 feet at 2.0 ppm	\$ <u>\$550.00</u>

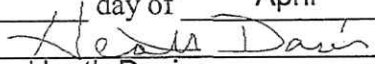
The acreage given above is based on the anticipated coverage in the lake. The actual treatment will be based on information in a pre-treatment survey to determine the exact extent and location of the treatment area in compliance with permits issued by the Indiana Department of Natural Resources. All herbicide treatments must also be approved by LARE staff prior to application. Treatment maps should be provided to LARE no later than

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

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

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

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

Signed this 14th day of April, 2016
 Signature: 
 Printed Name: Heath Davis
 Title: Sales
 Company: Hoosier Aquatic Management



Lake Lemon Conservancy District

LARE Bid 2016

Submitted by:
Clarke Aquatic Services, Inc., a Clarke Company

Representative:
Joe Haufle

April 14th, 2016



1900 S. 11th St. Unit 4
Niles, Michigan

www.clarke.com



Clarke Aquatic Services, INC is a global environmental products and services company. Our mission is to make communities around the world more livable, safe and comfortable. We do this by pioneering, developing and delivering environmentally responsible aquatic services to help create healthy aquatic environments. Clarke has developed an integrated environmental management approach that takes into account specific habitats, environmental sensitivities and budget considerations.

Clarke understands that each body of water is an environment of its own, and thus requires a management strategy of its own. Our services include:

- **Preferred applicators for the LARE program**
- Lake management, surveys and aquatic vegetation mapping
- Invasive weed and algae control
- Phragmites control utilizing our company owned Bell 206B-III Jet Ranger helicopter
- Aeration, including fountains and diffusers

When you work with Clarke, you work with a knowledgeable partner, completely invested in protecting the environment.

Conserve[®]

Conserve is a unique littoral zone treatment system which utilizes liquid application technology for the control of targeted aquatic vegetation. A microprocessor ensures precision product application to submerged aquatic vegetation in specific treatment zones. This results in significantly reducing aquatic pesticide usage (leaving less of a carbon footprint) while increasing efficacy. In addition, Clarke's boats are outfitted with a flow-controlled application system, AquaFlow™, which monitors a boat's speed and automatically varies application dosage based upon that speed. This works in conjunction with BioBase data-processing technology by calculating the average depth in each treatment area. As the application is made, all data is captured in real time for integration with pre and post mapping to satisfy all of your reporting needs, including NPDES. Transparency, accuracy and accountability are the benefits of the Conserve system.



BioBase Mapping

The BioBase System technology provides "virtual eyes underwater" and can easily compare differences of vegetation from season to season and from year to year.

BioBase by Contour Innovations/Navico is a revolutionary bathymetric and aquatic vegetation mapping software that uses a combination of acoustic data collection techniques and powerful cloud computing. Acoustic data is gathered on the water using powerful depth finders. These data logs are then uploaded to the BioBase system for processing. By using automated processing techniques, a lake "baseline" is established for lake quality monitoring, third party objective aquatic analysis and important management recommendations. With the innovative BioBase system, a historical database of each aquatic environment is quickly built and maintained to monitor vegetation and other important water quality characteristics over time. This database is the catalyst for efficient management today and in the future.

Resources

From annual project management to turnkey services Clarke has been providing aquatic management services since 1970. Year after year we remain the most trusted provider in the industry by consistently providing comprehensive treatments strategies that leverage our expertise and cutting-edge technology to provide solutions that are ecologically responsible and effective.

Support Staff Expertise

- PhD. Level agronomist, chemist and biologist
- Environmental scientists
- 5 person regulatory & compliance staff
- NPDES holder
- Full time cartographers

Clarke's operational staff consists of over 160 certified applicators. Our applicators are led by full-time managers, supervisors and lead applicators to help manage our customers with precision and transparency. Weekly quality assurance checks are preformed and reported to management to ensure compliance with OSHA, NPDES and the Department of Agriculture standards.

- Company owned Bell 206B-III Jet Ranger helicopter
- Over 100 service vehicles
- All-terrain vehicles
- Fleet of various types of boats including air boats
- Electric back packs



Insurance

Clarke is able to provide the most comprehensive insurance in the industry due to our financial stability and safety record.

Commercial General Liability
\$15,000,000 Pollution Liability
\$25,000,000 per occurrence/aggregate Umbrella Liability Coverage
Worker's Compensation
Automotive Liability

Proprietary Reporting System

To elevate service and reporting efficiency Clarke has developed proprietary software, Prius, to capture real-time data. This technology is linked via hand-held mobile units in the field. Prius offers the most versatile approach to data collection in the industry.

Once the data is captured in the field, it is electronically sent to our database for review and processing. For your convenience and to ensure transparency, post application data is sent as electronic reports after every visit to each customer. This data is stored indefinitely to build a history of service for every customer. This completely paperless system not only supports Clarke's efforts in sustainability it also offers the flexibility to our customers to keep accurate electronic reports for their records. Within this software, Clarke has also built in the capability of complying with both NPDES and the Endangered Species Act.

Each treatment report has the following information:

- Time and date of application
- Products used/quantity used
- Health of water (Dissolved oxygen, pH, alkalinity, temperature)
- Vegetation levels
- Applicator name and license number

Request for Bids Maintenance Herbicide Treatment – 2016

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Return bid to: Lake Lemon Conservancy District
c/o Adam Casey
7599 North Tunnel Road
Unionville, Indiana 47468
812-334-0233
Office@lakelemon.org

Copy to: Ashlee Haviland
Central Office
IDNR Division of Fish & Wildlife
402 W Washington St RM W273
Indianapolis, IN 46204
ahaviland@dnr.in.gov

Bid submitted by: Clarke Aquatic Services _____ (Company Name)
1990 S. 11th St. _____ (Address)
Niles, MI 49120 _____ (City, State, Zip code)
630-488-9809 _____ (Telephone)
jhaufle@clarke.com _____ (Email)

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

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

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

The successful bidder must immediately file the name of the certified applicator that will be responsible for the work with Julie McEvoy (jmcevoy@dnr.in.gov or 260-244-6805, at the Northeast Regional Office of the Division of Fish and Wildlife in Columbia City) as a modification to the permit application submitted by the local sponsor. Any changes to the proposed treatment must comply with all permitting requirements.

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Per acre Triclopyr, average depth of 3 feet at 2.0 ppm	\$ <u>388</u>
Per acre Triclopyr, average depth of 4 feet at 2.0 ppm	\$ <u>502</u>

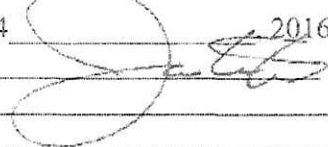
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All applicable permits for this treatment must be on file with the Indiana Department of Natural Resources prior to control activities.

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

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

Signed this April day of 14 2016
 Signature: 
 Printed Name: Joe Haufle
 Title: Aquatic Specialist, Midwest
 Company: Clarke Aquatic Services



Lake Lemon Conservancy District

April 9, 2016

Dear Brown County and Monroe County Highway Departments,

As the chair of the Board of Directors of the Lake Lemon Conservancy District (LLCD), I am writing to you at the request of concerned freeholders and on behalf of said board regarding maintenance concerns along the long causeway (eastern to central part of South Shore Drive) adjacent to Lake Lemon.

As I am sure you are aware, this stretch of road provides the most direct link between not only the south shore and eastern edges of the lake to Bloomington and emergency services, but also is an important link for much of the north shore to these services as well. It is also a strip used widely by shoreline fishermen. The maintenance and resulting integrity of the road surface is critical to the safety of both drivers and those on the banks of the causeway as there is little room for error with deep water on both sides. Potholes (especially at this time of year) and a large indentation in the road over a culvert are especially treacherous in this scenario. Additionally, routine mowing of these banks is imperative for improved visibility both of edges of the roadway and of pedestrians. One of the main complaints brought to my attention is the lack of mowing of these banks until very late in the summer or even as late as mid-September, thereby allowing the grasses and vegetation to reduce visibility substantially.

It is my understanding that Monroe County is responsible for the majority of the maintenance of aforementioned causeway and that Brown County is responsible for a smaller section on the easternmost end. Is there a set routine of coordination between your two departments, or do you each manage your own piece on your own schedules? It would be most appreciated if you could help me/us to understand the plan/schedule for management. In that regard, I would like to offer that we have a very active volunteer segment of our freeholder base which might be useful in coordinating better efforts at consistent maintenance of the long causeway going forward.

Thank you in advance for your response to this inquiry. On behalf of the LLCD and our freeholders, we look forward to working together to improve the status of this vital transportation artery.

Very truly yours,

Pam Dugan

Chair, Lake Lemon Conservancy District Board of Directors

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



116 West 6th Street, Suite 200
P.O. Box 2639
Bloomington, Indiana 47402-2639
TEL: 812.332.6556
FAX: 812.331.4511
greg@carminparker.com

April 5, 2016

Via regular mail and email: Manager@lakelemon.org

Adam Casey
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: Dredging on Private Property

Dear Adam:

You have asked whether, in the course of its dredging project, the Lake Lemon Conservancy District ("LLCD") may dredge certain portions of Lake Lemon (or perhaps an entire channel) that, potentially, is private property owned by taxpaying freeholders on the Lake. The answer is yes.

Preliminarily, I should note that your question refers to one particular channel of the Lake for which the Brown County GIS shows that the freeholders' property lines meet in the middle of the channel, as opposed to ending at the shore line—thus leaving no area in the middle that is not owned privately. It should be noted that this is based entirely on the GIS depiction, not on any official survey. The true ownership of the channel has not yet, to my knowledge, been determined by any official survey. The depiction on the Brown County GIS might not be accurate. Nevertheless, you asked, even assuming that the channel is owned privately, whether LLCD may still dredge there. I believe it can.

I understand that the concern is not that the landowners on either side of the channel want to prevent LLCD from bringing dredging equipment onto what potentially might be their private property. Indeed, I understand that the landowners *want* LLCD to dredge the channel to ensure continued access to the Lake. Rather, the concern, as I understand it, comes from freeholders elsewhere on the Lake who question whether LLCD should dredge what, potentially, might be private property. I understand that both the freeholders on the channel and the freeholders who voiced the question pay taxes to LLCD for the upkeep and maintenance of the Lake.

I further understand that, if LLCD does not dredge the channel in question, the failure to dredge the channel could, potentially, harm neighboring portions of the Lake—that is, neighboring



Committed to Client. Committed to Community.

portions that are *not* owned privately. Namely, the failure to dredge the channel could cause sediment from the channel to spill out into the neighboring portions of the Lake, thus harming boat access for the neighboring areas. Thus, dredging the channel could benefit not only the channel itself, but also the neighboring portions of the Lake, as well.

With those facts in mind, I am not aware of any portion of Indiana's Conservancy Act that would prevent LLCD from dredging the channel in question. As you know, LLCD was established pursuant to the Indiana Conservancy Act. The Act requires each conservancy district in the state to elect a board of directors. Each district's board derives its powers from the Act. *See* IC 14-33-5-20. Perhaps for obvious reasons, the drafters of the Conservancy Act did not list each and every action that a board may or may not take under the Act. Instead, the drafters granted broad powers to the boards, and then commanded the boards to exercise those powers "to accomplish each purpose for which the district is established." *See* IC 14-33-5-20(11). The Act specifically states that it "shall be liberally construed" to allow boards to accomplish the purposes for which their district was created. *See* IC 14-33-23-6.

These broad, general powers that are granted to LLCD by the Conservancy Act serve as the backdrop for answering your question about the particular channel that is at issue here. In addition to these broad, general powers, there are two sections of the Conservancy Act that are more specifically relevant to your question. One section is IC 14-33-23-1. That section states that LLCD's board, its staff, and its employees "may enter land in the district and other land near the district as is necessary for district purposes." The other section is IC 14-33-6-13(13). That section states that LLCD's board has the power to perform necessary construction and maintenance work "outside the district" (or even outside the state of Indiana) if the work helps further the district plan or benefits the property in the district. Taken together, these two sections make clear that LLCD may enter onto private land within the district to perform maintenance work. Indeed, the statutes give LLCD the power to perform such work on land *outside* of the district. If LLCD can perform necessary maintenance work on land outside of the district, surely it can perform necessary maintenance work on privately-owned land within the district—as is at issue here. There is no provision in the Conservancy Act that states that LLCD is constrained to performing maintenance work only on publicly-owned land.

LLCD's lease with the City of Bloomington also is instructive. The lease states that LLCD must "keep and maintain in good repair all portions of the Lake." [Lease ¶ 8 (emphasis added).] The lease further states: "Lessee [LLCD] agrees to not ... permit within Lessee's jurisdictional boundaries any activity which will or may have the effect of increasing ... the rate of siltation of the Lake bottom." [Lease ¶ 8.] The Brown County GIS lists the City of Bloomington as the owner of several parcels in the vicinity of the channel in question. The channel and the surrounding areas all lie within the boundaries of the district. Thus, in my opinion, even if the channel is owned privately, it is in keeping with the terms of the lease—and arguably a requirement on LLCD to remain in compliance with the lease—for LLCD to dredge the channel in order to maintain "all" portions of the Lake and/or to prevent silt from the channel from leaking out and harming the Lake bottom in any other portion of the Lake.



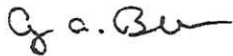
April 5, 2016
Page 3

There is a Chapter within the Conservancy Act, Chapter 12, that is entitled "Improvements Benefitting Only Certain Property." See IC 14-33-12. Despite its title, Chapter 12 does not apply to the channel that is in question here. Chapter 12 applies only if a determination was made *at the time of the adoption of the district plan* that certain improvements would benefit some but not all of the property within the district. See IC 14-33-12-1. Moreover, Chapter 12 applies only if the *district plan specifically states* that only certain property will be benefitted. Regarding the channel that is at issue here, no such determination was made at the time of the adoption of LLCD's district plan. The district plan was approved in 1999. It makes no specific mention of the channel. Chapter 12 does not apply.

Based on the foregoing, I do not believe that LLCD is prevented from dredging the channel in question, if it wishes to do so—regardless of whether or not the channel lies within the boundaries of certain freeholders' private property.

I hope that this letter has addressed your questions and concerns. If you have any follow-up questions, or if you wish to discuss any of these issues in more detail, please do not hesitate to call. Thank you.

Very truly yours,



Gregory A. Bullman

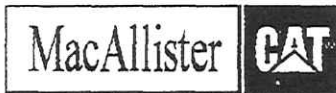
GAB/rlc

cc: Angela Parker via email

396247/11820-0



Committed to Client. Committed to Community.



2305 INDUSTRIAL DRIVE
BLOOMINGTON, IN 47404
812-349-9220



MacAllister Rentals

Contract No.	Date
1669107	16FEB2016

Page 1

COPY QUOTE

2:32 PM

LESSEE IN 812-334-0233 LAKE LEMON 7599 N TUNNEL ROAD UNIONVILLE, IN 47468 Phone: Fax:	Date out		Date In			
	16FEB2016		2:22 PM			
	Job Number		Purchase Order			
	Job Location		Ordered by			
	LAKE LEMON;7599 N TUNNEL ROAD;UNIONVILLE					
		WYNAARONC		00175		
Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	EXCAVATOR 17.7K# 12'6" DIG DE 0453070		295.00	795.00	2295.00	295.00
1	BACKHOE BUCKET 0101000					N/C
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL FEE	EA	11.00			11.00
	ENVIRONMENTAL FEE					
	DELIVERY CHARGE					125.00
	PICKUP CHARGE					125.00
	Fire/Theft/Vandalism					41.30
Sub-total						597.30
Tax						41.81
Total						639.11

IMPORTANT! Please note and acknowledge safety instruction by initialing here: _____

DECLARE DAMAGE WAIVER (Damage waiver is not available on crane rentals). Initial here: _____

*If declined current insurance certificate must be on file with MacAllister Rental. By his/her Initial Customer will provide guard railing, planking, out riggers, and other safety accessories as required, per safety instructions. Initial here: _____

Purchaser/Lessee upon failure to pay balance when due shall be liable for all expenses incurred in collection of said balance including but not limited to attorney's fees and court costs. It is agreed by the parties hereto that reasonable attorney's fees shall be one-third (1/3) of any amount owned by Purchaser/Lessee.

Net 10 days unless otherwise specified. A service charge will be applied to all past due accounts. This agreement shall include the above terms and conditions as well as those set forth on the reverse hereof.

ACCEPTED BY CUSTOMER _____



Brandeis Machinery & Supply Company
8410 Zionsville Road
Indianapolis, IN 46268
Phone (317) 872-8410 Fax (317) 872-8417
www.brandeismachinery.com

Construction and Mining Equipment Sales, Parts, Service and *Certified Rental*

LAKE LEMON CONSERVANCY DISTRICT
7599 N TUNNEL RD
UNIONVILLE IN 47468

April 13, 2016

Brandeis Machinery & Supply Company is thankful for the opportunity to present this machine quote to you. We certainly appreciate you including us in your machinery needs, and hope that you find our efforts favorable.

KOMATSU PC88MR-10 EXCAVATOR

18" ROADLINER TRACKS
AUXILLARY HYDRAULICS
36" DITCHING BUCKET
WERK BRAU MAN COUPLER
HYDRAULIC THUMB

PURCHASE OPTION

PRICE FOB LAKE LEMON..... \$111,362.00

RPO OPTION

100% of rents paid will apply to the machine cost for the first 6 months. After 6 months 80% of rents paid will apply to the machine cost. Interest for the RPO period will be 0% if machine is converted to purchase within the first 3 months, after that interest will accrue at a rate of 1% per month retroactive to the initial rental date.

MONTHLY RPO RATE.....\$4750.00

RENTAL OPTION

MONTHLY RENTAL RATE.....\$4750.00 (+FREIGHT)
6 MONTH RENTAL RATE PER MONTH.....\$4027.00
12 MONTH RENTAL RATE PER MONTH.....\$3554.00

FINANCING SUBJECT TO CURRENT RATES
ALL CALCULATIONS ARE PRETAX
MACHINE SUBJECT TO PRIOR SALE
PRICING VALID FOR 30 DAYS
CERTIFICATE OF INSURANCE NEEDED FOR ALL RENTALS
SUBJECT TO CREDIT APPROVAL

Please feel free to call with any questions or concerns that you may have. Again, we appreciate you including Brandeis in your equipment needs!

Sincerely,

Brian Cook

Brandeis Machinery & Supply Company
Cell 317-313-0120

LAND USE AGREEMENT

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on April 20th, 2016 (the "Effective Date"), by and between KENNETH D. CLARK and EDITH A CLARK ("CLARK"), and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD").

Article 1. LAND

Section 1.01 **Land**. CLARK, for and in consideration of the conditions stated by this Agreement, to be performed and observed by LLCD, demises to LLCD, and LLCD accepts from CLARK, a portion of the unimproved real estate located in part of the South half of the Northwest quarter and a part of the North half of the Southwest quarter of Section 27, Township 10 North, Range 1 East in Monroe County, Indiana, as the tract containing 46.39 acres, more or less, which real estate is depicted in Exhibit A, attached hereto and made a part hereof, and referred to as the "Demised Land."

Section 1.02. **Warranty of Title**. CLARK represents and warrants that they are the owner in fee simple absolute of the Demised Land.

Section 1.03. **Warranty of Quiet Enjoyment**. CLARK agrees that LLCD, upon performance of the conditions of this Agreement, shall hold and use the Demised Land for the term of the Agreement without hindrance or interruption by CLARK or any other person or persons claiming under CLARK, except as herein expressly provided.

Article 2. TERM

Section 2.01. **Commencement and Expiration Dates** This Agreement shall commence on the Effective Date and end on December 31st, 2019, unless extended as provided in Section 2.02.

Section 2.02. **Renewal** Providing there are no defaults, this Agreement may be renewed for successive one (1) year periods for a cumulative total of three (3) years by LLCD giving notice of renewal, in writing, to CLARK at least sixty (60) days prior to the end of the then-existing term, and upon all the terms and conditions of this Agreement remaining in full force and effect.

Article 3. PAYMENT, TAXES AND INSURANCE

Section 3.01. **Payment** LLCD shall pay CLARK the sum of one thousand dollars (\$1,000.00) per calendar year for use of the Demised Land. Payment for calendar year 2016 shall be made within fifteen (15) days of the Effective Date written above. Thereafter, payment for calendar year 2017 shall be made on or before January 31, 2017; payment for calendar year 2018 shall be made on or before January 31, 2018; and payment for calendar year 2019 shall be made on or before January 31, 2019. In the event that the Term of this agreement is extended beyond calendar year 2019 pursuant to Section 2.02 above, payment shall be made on or before the 31st day of January for each renewal year, as well.

Section 3.02. **Taxes** CLARK shall continue to pay all real property taxes and assessments on the Demised Land during the Term or any extension thereof.

Section 3.03. **Insurance**

- A. *Waiver of Claim.* CLARK and its agents shall have no liability to LLCD for any damage to the property of LLCD located in or about the Demised Land. LLCD hereby waives all claims for recovery from CLARK. This waiver shall not apply to intentional or negligent acts of CLARK.
- B. *Insurance.* LLCD shall obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring CLARK and LLCD against any liability arising out of the ownership, use, occupancy or maintenance of the Demised Land by the LLCD. Name
- C. *Waiver of Subrogation.* Without affecting any other rights or remedies, LLCD and CLARK each hereby release and relieve the other, and waive their right to recover damage against the other, for loss of or damage to the Demised Land arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by deductibles applicable hereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against CLARK or LLCD, as the case may be, so long as the insurance is not invalidated thereby.
- D. *Indemnity.* Except for CLARK's negligence or willful misconduct, LLCD shall indemnify, defend and hold harmless the Demised Premises and CLARK from and against any and all claims, damages, judgments, attorney's fees, expenses and/or liabilities arising out of, involving, or in connection with, the use of the premises by LLCD up to the date of termination of this Agreement.

Article 4. USE OF PREMISES

Section 4.01 **Use** LLCD shall have the right to use the Demised Land for any lawful purpose but it is understood and agreed that the primary purpose for use of the land is for the deposit of sediment removed from Lake Lemon in conjunction with the Lake Lemon Sediment Removal project on an "as needed" basis by the LLCD. The LLCD shall be responsible for the costs of site preparation, including creating necessary access to the site, and for the costs of transporting and placing such sediment deposit onto the Demised Premises. CLARK shall own and have title to the sediment deposits for purposes he deems appropriate in his sole discretion and LLCD shall have no claims thereto. CLARK agrees to implement and maintain required erosion control measures with regard to the sediment at all times.

Article 5. DEFAULT AND REMEDIES

Section 5.01. **Default** No failure to perform any condition or covenant of this Agreement shall entitle CLARK to terminate this Agreement unless such failure shall have continued for thirty (30) days after notice in writing requiring the performance of such condition shall have been given to LLCD, and unless, if such default is of such a nature that it cannot be remedied within such time, LLCD shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that LLCD shall commence to cure the default within this period and thereafter shall diligently continue the curing of the default. The LLCD may terminate the Agreement if use of the land is no longer necessary by the LLCD, in its discretion. In the event of breach of the Agreement, the non-breaching party may pursue all damages available in law or in equity.

Article 6. SURRENDER OF POSSESSION

Section 6.01. **Surrender of Possession** Unless otherwise mutually agreed by the parties, within ten (10) days after termination of the Agreement, LLCD agrees to deliver possession of the Demised Land to CLARK free and clear of any liens or encumbrances.

Article 7. MECHANICS' LIENS

Section 7.01. **Prohibition of Liens** LLCD shall not suffer or permit any mechanics' liens to be filed against LLCD's interest in any improvements on the Demised Land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to LLCD. If any such mechanics' liens or materialman's liens shall be recorded against any improvements thereof, LLCD shall cause the same to be removed or, and in the alternative, if LLCD in good faith desires to contest the same, LLCD shall be privileged to do so, but in such case LLCD hereby agrees to indemnify and save CLARK harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanic's liens, cause the same to be discharged and removed prior to the execution of such judgment.

Article 8. GENERAL PROVISIONS

Section 8.01. **No Waiver of Breach** No failure by either CLARK or LLCD to insist upon the strict performance by the other of a condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such condition.

Section 8.02. **Time of Essence.** Time is of the essence of this Agreement.

Section 8.03. **Successors in Interest** Each and all of the covenants, conditions, and restrictions in this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of CLARK.

Section 8.04. **Entire Agreement** This Agreement contains the entire agreement of the parties with respect to the matters covered herein, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

Section 8.05. **Partial Invalidity** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 8.06. **Attorney's Fees** In the event either CLARK or LLCD shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorney's fees and court costs.

Section 8.07. **Modification** This Agreement is not subject to modification except in writing, agreed upon by the parties.

Section 8.08. **Delivery of Notices** All notices, demands, or requests from one party to another may be personally delivered or sent by mail, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given upon deposit. All notices from LLCD to CLARK shall be given to CLARK at 7844 E. North Shore Drive, Unionville, IN 47468. All notices from CLARK to LLCD shall be given to the LLCD at 7599 North Tunnel Road, Unionville, IN 47468.

Section 8.09. **Mediation** In the event CLARK and LLCD have a dispute arising from this Agreement, the parties first agree to attempt resolution by mediation with a trained mediator agreed upon by the parties prior to initiating legal action in a court. The parties shall share the cost of retaining a mediator in equal amounts.

So Agreed as of the Effective Date written above.

KENNETH D. CLARK

EDITH A. CLARK

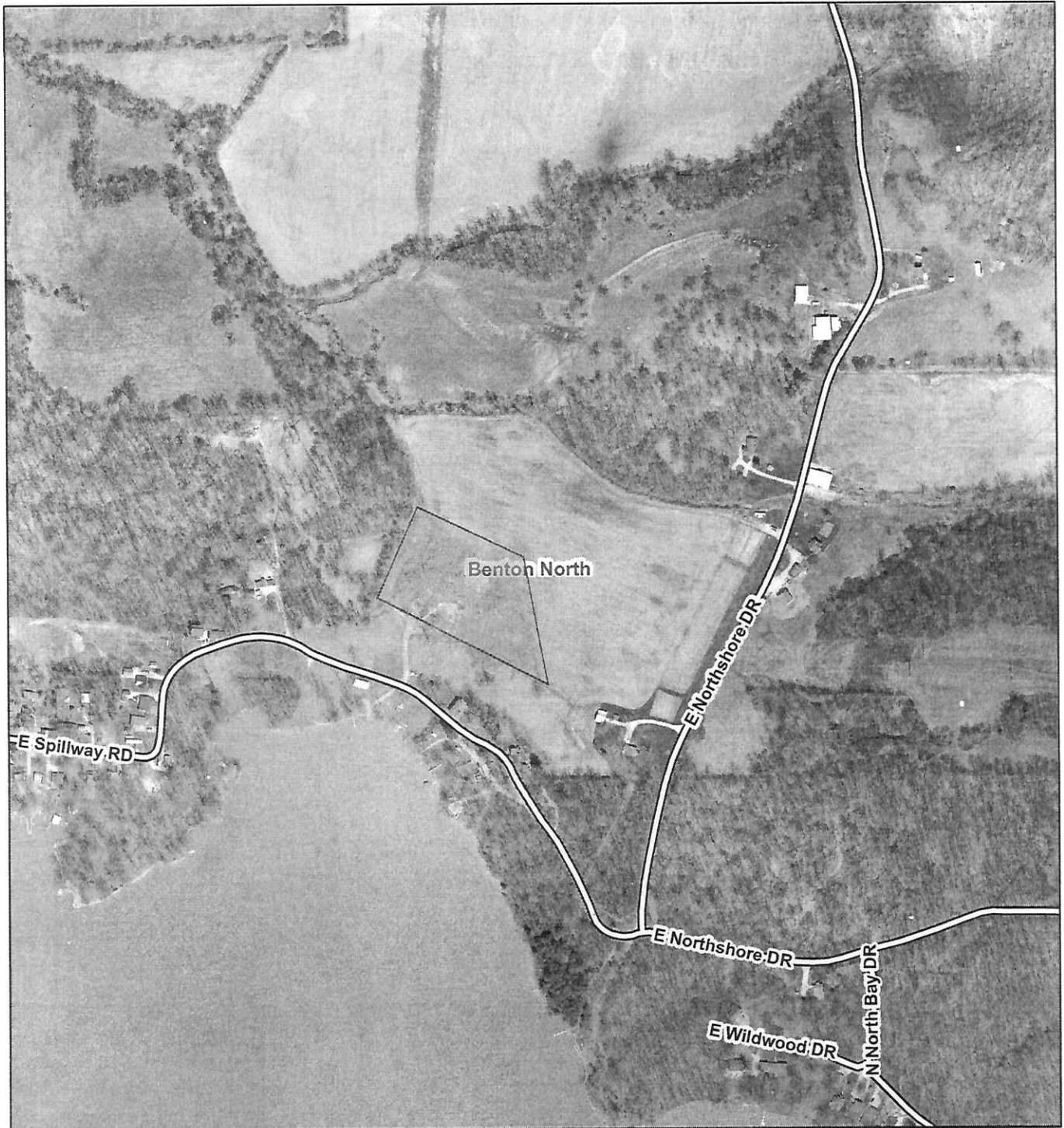
LAKE LEMON CONSERVANCY
DISTRICT

By: _____

Printed Name: _____
Its Chairman, Board of Directors

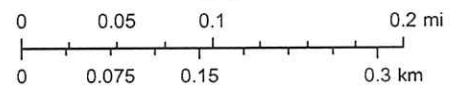
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Exhibit A



April 14, 2016

1:6,000



- | | |
|--|-------------------------|
| V Hospitals and Rural Health Clinics (ISHD) | AERIALS_2014_4in |
| C Libraries | RGB |
| Road Names | Red: Band_1 |
| Roads | Green: Band_2 |
| roadclas | Blue: Band_3 |
| Major Road | AERIALS_2014_9in |
| Highway | RGB |
| Corporate Boundaries | Red: Band_1 |
| Townships | Green: Band_2 |
| Parcels | Blue: Band_3 |

Demised Land