



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
City of Bloomington Utilities Building
March 23, 2017
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
 - A. Introduction: Michael Klitzing (I), Lora Schell (IV), Les Wadzinski (V)
 - B. Board of Directors: Updated Information Sheet
- II. Approval of February 23, 2017 Annual Board Meeting Minutes (PD)
- III. Treasurer's Report (MB)
 - A. February Financial Highlights
 - B. Report of Claims for February 2017
 - C. Resolution 03-17-01: DNR LARE Grant Aquatic Vegetation Management
- IV. Strategic Planning Committee: Update (MJB)
- V. Manager's Report (AC)
 - A. Indiana Rail Road Drawdown Request: Update
 - B. Professional Services Agreement: Ken Mullis – Lake Debris Removal
 - C. Stone Hauling Agreement & Quotes
 - D. Fireworks Display: Date Discussion
 - E. 2017 4th of July Fireworks Contract: Approval
 - F. Annual Board Conflict of Interest Policy and Signatures
 - G. Conflict of Interest Form 236
 - i. Lora Schell – Schell Marina
- VI. Public Comment (PD)
- VII. New Business / Correspondence for Future Agenda (PD)
Next Board Meeting: April 27, 2017
- IX. Adjournment (PD)



Lake Lemon Conservancy District

MONTHLY MEETING

City of Bloomington Utilities Building

6:00 PM

Date: March 23, 2017

Name	Lake Address	District
Randy & Marlene Pruden	7667 N. John Young Rd	1
Chris Brant	6486 S SHORE	7
SCOTT ADAMSON	4184 WALKER LN.	7
SURA GALTALA	8920 Southshore	2, 5, 7
Sandy Lee	⁴²⁵⁴ Channel Road	7
RON SKOPELTA	S. SHORE DR.	7
Steve Langbein	7304 Birch Idalawn	1
Susan Snider Salmon	7017 E Spillway	2
Alyson Baer	7721 N. Tunnel Rd.	1
Tim Gidget Rok	6011 S. Shore DR	7
Malcolm McClure	4547 Idalawn	6

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes**
City of Bloomington Utilities Building
March 23, 2017

The March 23, 2017 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the City of Bloomington Utilities Building and was called to order by Chairman Pam Dugan at 6:00 PM.

BOARD MEMBERS PRESENT: Pam Dugan, Mary Jane Brown, Mike Blackwell, Michael Klitzing, Sue Miller, Lora Schell, and Les Wadzinski. ALSO PRESENT: Adam Casey, District Manager; James Van Tassel, Operations Supervisor; and LLCD Freeholders (see attached sign-in sheet).

I. Opening Comments (Dugan)

- a. Introduction: Michael Klitzing (I), Lora Schell (IV), Les Wadzinski (V)
- b. Board of Directors: Updated Information Sheet

II. Approval of February 23, 2017 Board Meeting Minutes (Dugan)

III. Treasurer's Report (Blackwell)

- a. February 2017 Financial Highlights
- b. Report of Claims for February 2017

KLITZING MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR FEBRUARY 2017. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- c. Resolution 03-17-01: DNR LARE Grant Aquatic Vegetation Management
 - i. \$5,000.00 was received from DNR LARE for the treatment of Eurasian Watermilfoil

SCHELL MOTIONED TO APPROVE RESOLUTION 03-17-01: DNR LARE GRANT AQUATIC VEGETATION MANAGEMENT. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. DUGAN EXITED THE MEETING.

IV. Strategic Planning Committee: Update (Brown)

- a. The SPC has submitted edits to the KCI report and will be reviewing the final draft at the next SPC meeting. Reports will be made public after the Board has reviewed. Additionally a presentation from KCI will be happening sometime in May or June, date and time tbd.

V. Manager's Report (Casey)

a. Indiana Rail Road Drawdown Request: Update

- i. The IRR has agreed to delay the drawdown till after Labor Day. Legal counsel is drafting an agreement between the IRR, CBU, and LLCD regarding the details of the drawdown. The LLCD is also looking at alternative solutions to drawing the bay south of the short causeway without lowering the entire lake.

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

MILLER MOTIONED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT: KEN MULLIS – LAKE DEBRIS REMOVAL. BLACKWELL SECONDED THE MOTION. SIX “AYE’S”. THE MOTION CARRIED

c. Stone Hauling Agreement & Quotes

BLACKWELL MOTIONED TO APPROVE THE STONE HAULING AGREEMENT WITH A PLUS PERFORMANCE. MILLER SECONDED THE MOTION. SIX “AYE’S”. THE MOTION CARRIED.

d. Fireworks Display: Date Discussion

- i. The Board voted to have the fireworks on Sunday, July 2, 2017 with a rain date of Monday, July 3, 2017.

e. 2017 4th of July Fireworks Contract: Approval

MILLER MOTIONED TO APPROVE THE 2017 FIREWORKS CONTRACT WITH HEATH HEADDY & BILL HAWKINS. BROWN SECONDED THE MOTION. SIX “AYE’S”. THE MOTION CARRIED.

f. Annual Board Conflict of Interest Policy and Signatures

g. Conflict of Interest Form 236

- i. Lora Schell – Schell Marina

MILLER MOTIONED TO APPROVE THE BOARD CONFLICT OF INTEREST POLICY AND SIGNATURES AND CONFLICT OF INTEREST FORM 236. KLITZING SECONDED THE MOTION. FIVE “AYE’S”. SCHELL ABSTAINED. THE MOTION CARRIED

VI. Public Comment (Dugan)

- a. Sura Gail Tala, Freeholder V, commented the porthole would allow us to host monthly Board Meetings.

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

- a. Next Board Meeting: April 27, 2017

VIII. Adjournment (Dugan)

Respectfully Submitted By:

James Van Tassel

Operations Supervisor

Lake Lemon Conservancy District Information Sheet

BOARD OF DIRECTORS

February 27, 2017

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: Office@lakelemon.org

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

Director: Sue Miller
(Sub Area II) 7840 Wildwood Dr.
Unionville, IN 47468
Home: (812) 988-6626
SubAreaII@lakelemon.org
smiler7732@gmail.com
Term Expires: 2018

Vice-Chair: Mary Jane Brown
(Sub-Area III) 8039 N. Lakeview Dr
Unionville, IN 47468
Cell: (312) 607-5959
SubAreaIII@lakelemon.org
maryjanebrown@icloud.com
Term Expires: 2020

Director: Lora Schell (John)
(Sub-Area IV) 9554 E. North Shore Drive
Unionville, IN 47468
Home: (812) 988-9400
SubAreaIV@lakelemon.org
lsschell@comcast.net
Term Expires: 2021

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

Director: Les Wadzinski (Janet)
(Sub-Area V) 9173 E. South Shore Dr.
Unionville, IN 47468
Cell: (812) 340-1484
SubAreaV@lakelemon.org
lwadzins@indiana.edu
Term Expires: 2020

Director: Michael Klitzing
(Sub Area I) 7677 N. Tunnel Rd.
Unionville, IN 47468
Cell: (317) 450-1250
mklitzing@yahoo.com
SubAreaI@lakelemon.org
Term Expires: 2021

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

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2017 thru February 28, 2017

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of February 28, 2017 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, 2017

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03/10/17
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of February 28, 2017

	<u>Feb 28, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	305,452.88
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	86,821.13
1050 · Savings Account	2,554.22
Total Checking/Savings	<u>511,137.08</u>
Total Current Assets	511,137.08
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	146,411.85
Total Fixed Assets	<u>637,916.21</u>
TOTAL ASSETS	<u><u>1,149,053.29</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,858.54
2020 · State & Co. Withholding Payable	583.43
Total Other Current Liabilities	<u>3,441.97</u>
Total Current Liabilities	<u>3,441.97</u>
Total Liabilities	3,441.97
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	474,315.43
Net Income	-30,235.46
Total Equity	<u>1,145,611.32</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,149,053.29</u></u>

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

February 2017

	Feb 17	Jan - Feb 17
Income		
4020 · Marina & Club Fees	500.00	500.00
4030 · Sublease & Access Fees	8,775.00	8,775.00
4080 · Interest	0.00	117.03
4080 · Fishing Tournament	100.00	900.00
4090 · Park Reservations	2,475.00	2,475.00
Total Income	11,850.00	12,767.03
Expense		
6000 · Manager	3,923.08	5,884.62
6001 · Operations Supervisor	3,000.00	4,500.00
6010 · FICA	791.77	1,056.58
6020 · State Unemployment Tax	0.00	15.24
6025 · Merchant Fees	0.00	13.50
6030 · Retirement	983.08	2,104.58
6040 · Health Insurance	1,347.24	1,994.73
6112 · Dredger (Other)	2,463.75	2,463.75
6114 · Assistant Dredger (Other)	963.00	963.00
6160 · Printer, Copier & Computer Supp	0.00	149.99
6180 · Postage	0.00	143.00
6190 · General Business Supplies	176.99	199.97
6240 · Building & Grounds	43.65	129.65
6251 · Dredging Supplies	0.00	217.58
6300 · Accounting Services	1,350.00	1,350.00
6320 · Attorney	0.00	199.18
6350 · Other Prof/Secretarial Service	75.00	75.00
6370 · Phone, LDT, Pager, E-Mail	237.92	473.16
6410 · Subscriptions	190.00	190.00
6430 · Ads	24.43	56.32
6440 · Other	113.40	113.40
6450 · Insurance	0.00	18,155.00
6460 · Electric	388.95	689.90
6470 · Water	53.88	105.99
6480 · Trash	42.00	42.00
6490 · Port-O-Lets	0.00	210.00
6500 · Pump Holding Tank	0.00	200.00
6510 · Building & Grounds Expense	155.35	460.35
6541 · Dredging Equipment Maintenance	327.00	327.00
6680 · Other Services and Charges	19.00	519.00
Total Expense	16,669.49	43,002.49
Net Income	-4,819.49	-30,235.46

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through February 2017

	Jan - Feb 17	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	0.00	115,000.00	-115,000.00	0.0%
4010 · Launch Fees	0.00	20,000.00	-20,000.00	0.0%
4020 · Marina & Club Fees	500.00	9,000.00	-8,500.00	5.6%
4030 · Sublease & Access Fees	8,775.00	27,000.00	-18,225.00	32.5%
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	117.03	1,250.00	-1,132.97	9.4%
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	2,475.00	4,000.00	-1,525.00	61.9%
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	0.00	15,000.00	-15,000.00	0.0%
4140 · Dredging Equipment Loan Proceed	0.00	90,000.00	-90,000.00	0.0%
Total Income	12,767.03	576,650.00	-563,882.97	2.2%
Expense				
6000 · Manager	5,884.62	51,000.00	-45,115.38	11.5%
6001 · Operations Supervisor	4,500.00	41,000.00	-36,500.00	11.0%
6010 · FICA	1,056.58	13,500.00	-12,443.42	7.8%
6020 · State Unemployment Tax	15.24	800.00	-784.76	1.9%
6025 · Merchant Fees	13.50			
6030 · Retirement	2,104.58	13,000.00	-10,895.42	16.2%
6040 · Health Insurance	1,994.73	10,000.00	-8,005.27	19.9%
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	0.00	0.00	0.00	0.0%
6111 · Dredger	0.00	22,800.00	-22,800.00	0.0%
6112 · Dredger (Other)	2,463.75	14,250.00	-11,786.25	17.3%
6113 · Assistant Dredger	0.00	11,100.00	-11,100.00	0.0%
6114 · Assistant Dredger (Other)	963.00	5,550.00	-4,587.00	17.4%
6115 · Dredger (Private)	0.00	3,800.00	-3,800.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,850.00	-1,850.00	0.0%
6120 · Season & Launch Permits	0.00	1,700.00	-1,700.00	0.0%
6130 · Daily Permits	0.00	400.00	-400.00	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	149.99	800.00	-650.01	18.7%
6170 · Miscellaneous-Other	0.00	1,300.00	-1,300.00	0.0%
6180 · Postage	143.00	750.00	-607.00	19.1%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

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03/10/17

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through February 2017

	Jan - Feb 17	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	199.97	500.00	-300.03	40.0%
6200 · Regular Gas	0.00	8,000.00	-8,000.00	0.0%
6210 · Diesel	0.00	10,000.00	-10,000.00	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	129.65	10,000.00	-9,870.35	1.3%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	217.58	15,000.00	-14,782.42	1.5%
6252 · Rip Rap/Erosion Control	0.00	15,000.00	-15,000.00	0.0%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	350.00	-350.00	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	10,560.00	-10,560.00	0.0%
6320 · Attorney	199.18	4,000.00	-3,800.82	5.0%
6325 · Fish Management Survey	0.00	4,000.00	-4,000.00	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	75.00	2,000.00	-1,925.00	3.8%
6370 · Phone, LDT, Pager, E-Mail	473.16	2,900.00	-2,426.84	16.3%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	300.00	-300.00	0.0%
6400 · Meals	0.00	150.00	-150.00	0.0%
6410 · Subscriptions	190.00	350.00	-160.00	54.3%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	56.32	500.00	-443.68	11.3%
6440 · Other	113.40	1,000.00	-886.60	11.3%
6450 · Insurance	18,155.00	43,000.00	-24,845.00	42.2%
6460 · Electric	689.90	5,000.00	-4,310.10	13.8%
6470 · Water	105.99	750.00	-644.01	14.1%
6480 · Trash	42.00	1,500.00	-1,458.00	2.8%
6490 · Port-O-Lets	210.00	2,000.00	-1,790.00	10.5%
6500 · Pump Holding Tank	200.00	800.00	-600.00	25.0%
6510 · Building & Grounds Expense	460.35	5,500.00	-5,039.65	8.4%
6520 · Boat	0.00	2,000.00	-2,000.00	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	327.00	25,000.00	-24,673.00	1.3%
6542 · Equipment Rental	0.00	2,000.00	-2,000.00	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	40,000.00	-40,000.00	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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03/10/17

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through February 2017

	Jan - Feb 17	Budget	\$ Over Budget	% of Budget
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
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	0.00	0.00	0.0%
6662 · Debt Service-Dredging Loan	0.00	40,000.00	-40,000.00	0.0%
6663 · Barge Assembly	0.00	21,000.00	-21,000.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	519.00	1,000.00	-481.00	0.0%
6681 · Fireworks	0.00	6,500.00	-6,500.00	51.9%
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	2,000.00	-2,000.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	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	10,000.00	-10,000.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLC Pick-up Truck	0.00	0.00	0.00	0.0%
Total Expense	43,002.49	635,060.00	-592,057.51	6.8%
Net Income	-30,235.46	-58,410.00	28,174.54	51.8%



Lake Lemon Conservancy District

Date: February 28, 2017

ALLOWANCE OF VOUCHERS

Mike Blackwell
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 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$12,163.93

Dated this 23rd Day of March 2017

Signature of Governing Board

PAM DUGAN, CHAIRMAN

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II

LORA SCHELL, Sub-Area IV

LES WADZINSKI, Sub-Area V

LAKE LEMON CONSERVANCY
Check Detail
February 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4124	2/3/2017	JAMES VAN TASS...		1000 · Peoples Sta...		-471.20
TOTAL					6040 · Health Insur...	-471.20	471.20
						-471.20	471.20
Check	4125	2/3/2017	AIM MEDIA INDIANA		1000 · Peoples Sta...		-12.80
TOTAL					6430 · Ads	-12.80	12.80
						-12.80	12.80
Check	4126	2/3/2017	INTEGRITECH EQ...		1000 · Peoples Sta...		-327.00
TOTAL					6541 · Dredging Eq...	-327.00	327.00
						-327.00	327.00
Check	4127	2/11/2017	CARESOURCE		1000 · Peoples Sta...		-350.26
TOTAL					6040 · Health Insur...	-350.26	350.26
						-350.26	350.26
Check	4128	2/11/2017	UTC		1000 · Peoples Sta...		-154.24
TOTAL					6040 · Health Insur...	-154.24	154.24
						-154.24	154.24
Check	4129	2/11/2017	COMCAST CABLE		1000 · Peoples Sta...		-237.92
TOTAL					6370 · Phone, LDT,...	-237.92	237.92
						-237.92	237.92
Check	4130	2/11/2017	KNIGHTS TRASH ...		1000 · Peoples Sta...		-42.00
TOTAL					6480 · Trash	-42.00	42.00
						-42.00	42.00
Check	4131	2/11/2017	SARA PEEL, WAB...		1000 · Peoples Sta...		-190.00
TOTAL					6410 · Subscriptions	-190.00	190.00
						-190.00	190.00

LAKE LEMON CONSERVANCY
Check Detail
February 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4132	2/11/2017	STAPLES CREDIT ...		1000 · Peoples Sta...		-290.39
TOTAL					6190 · General Busi...	-176.99	176.99
					6440 · Other	-113.40	113.40
						-290.39	290.39
Check	4133	2/11/2017	HOOSIER TIMES, I...		1000 · Peoples Sta...		-11.63
TOTAL					6430 · Ads	-11.63	11.63
						-11.63	11.63
Check	4134	2/11/2017	B & B WATER CORP		1000 · Peoples Sta...		-53.88
TOTAL					6470 · Water	-53.88	53.88
						-53.88	53.88
Check	4135	2/15/2017	WATKINS ACCOU...		1000 · Peoples Sta...		-1,350.00
TOTAL					6300 · Accounting ...	-1,350.00	1,350.00
						-1,350.00	1,350.00
Check	4137	2/24/2017	SCI REMC		1000 · Peoples Sta...		-388.95
TOTAL					6460 · Electric	-388.95	388.95
						-388.95	388.95
Check	4138	2/24/2017	MDWISE		1000 · Peoples Sta...		-371.54
TOTAL					6040 · Health Insur...	-371.54	371.54
						-371.54	371.54
Check	4290	2/11/2017	MONROE CO HEA...		1000 · Peoples Sta...		-75.00
TOTAL					6350 · Other Prof/S...	-75.00	75.00
						-75.00	75.00
Check	4291	2/24/2017	SMITH'S IMPLEME...		1000 · Peoples Sta...		-199.00
					6240 · Building & G...	-43.65	43.65
					6510 · Building & G...	-155.35	155.35

LAKE LEMON CONSERVANCY
Check Detail
February 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-199.00	199.00

\$4,525.81

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03/10/17

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

February 2017

	Casey, Adam W			VanTassel, James P			Walker, James			Walls, Isaac N			Wart...		
	Hours	Rate	Feb 17	Hours	Rate	Feb 17	Hours	Rate	Feb 17	Hours	Rate	Feb 17	Hours	Rate	Feb 17
Employee Wages, Taxes and Adjustments															
Gross Pay															
Salary-6000			3,923.08												
Salary-6001			0.00												
Reg.Pay-6111			0.00			3,000.00									0.00
Reg.Pay-6112			0.00			0.00	6.5								0.00
Reg.Pay-6113			0.00			0.00		30.00							0.00
Reg.Pay-6114			0.00			0.00					18.00				0.00
Reg.Pay-6115			0.00			0.00					53.5				963.00
Total Gross Pay			3,923.08			3,000.00	6.5		195.00	53.5		963.00		60.5	
Deductions from Gross Pay															
Insurance			0.00			0.00			0.00			0.00			
Retirement			-117.70			-90.00			0.00			0.00			
Total Deductions from Gross Pay			-117.70			-90.00			0.00			0.00			
Adjusted Gross Pay			3,805.38			2,910.00	6.5		195.00	53.5		963.00		60.5	
Taxes Withheld															
Federal Withholding			-608.00			-388.00			0.00			-47.00			
Medicare Employee			-56.89			-43.50			-2.83			-13.96			
Social Security Employee			-243.23			-186.00			-12.09			-59.71			
IN - Withholding			-122.92			-94.00			-6.30			-31.11			
Brown Co			0.00			0.00			-4.67			0.00			
Hamilton Co			0.00			-29.10			0.00			0.00			
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00			
Monroe Co.			-41.66			0.00			0.00			-10.54			
Total Taxes Withheld			-1,072.70			-740.60			-25.89			-162.32			
Net Pay			2,732.68			2,169.40	6.5		169.11	53.5		800.68		60.5	
Employer Taxes and Contributions															
Federal Unemployment			23.54			18.00			1.17			5.78			
Medicare Company			56.89			43.50			2.83			13.96			
Social Security Company			243.23			186.00			12.09			59.71			
IN - Unemployment Company			28.01			21.42			1.39			6.88			
Total Employer Taxes and Contributions			351.67			268.92			17.48			86.33			

5:18 PM

03/10/17

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

February 2017

	Warthan, Levi R		TOTAL	
	Rate	Feb 17	Hours	Rate
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary-6000		0.00		3,923.08
Salary-6001		0.00		3,000.00
Reg.Pay-6111	37.50	0.00		0.00
Reg.Pay-6112	37.50	2,268.75	67.00	2,463.75
Reg.Pay-6113		0.00		0.00
Reg.Pay-6114		0.00	53.50	963.00
Reg.Pay-6115	37.50	0.00		0.00
Total Gross Pay		2,268.75	120.50	10,349.83
Deductions from Gross Pay				
Insurance		0.00		0.00
Retirement		0.00		-207.70
Total Deductions from Gross Pay		0.00		-207.70
Adjusted Gross Pay		2,268.75	120.50	10,142.13
Taxes Withheld				
Federal Withholding		-232.00		-1,275.00
Medicare Employee		-32.90		-150.08
Social Security Employee		-140.66		-641.69
IN - Withholding		-73.28		-327.61
Brown Co		0.00		-4.67
Hamilton Co		0.00		-29.10
Medicare Employee Addl Tax		0.00		0.00
Monroe Co.		-23.66		-75.86
Total Taxes Withheld		-502.50		-2,504.01
Net Pay		1,766.25	120.50	7,638.12
Employer Taxes and Contributions				
Federal Unemployment		13.61		62.10
Medicare Company		32.90		150.08
Social Security Company		140.66		641.69
IN - Unemployment Company		16.20		73.90
Total Employer Taxes and Contributions		203.37		927.77



Lake Lemon Conservancy District

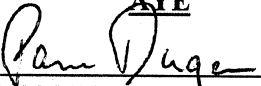
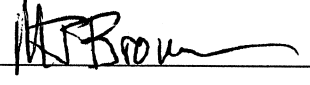
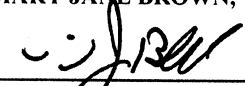

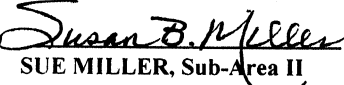
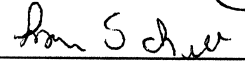
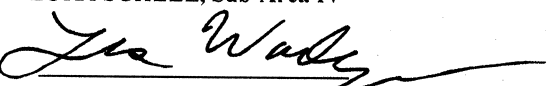
RESOLUTION 03-17-01

WHEREAS, the Lake Lemon Conservancy District (LLCD), on March 6, 2017, 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 March 23, 2017 Board Meeting, and

THEREFORE, IT IS RESOLVED THAT the Board of Directors of the Lake Lemon Conservancy District here-by authorizes an expenditure of \$5,000.00 for exotic vegetation control in 2017.

ADOPTED BY THE FOLLOWING VOTE: this 23rd Day of March 2017.

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
 PAM DUGAN, CHAIRMAN	_____	_____
 MARY JANE BROWN, VICE-CHAIR	_____	_____
 MIKE BLACKWELL, TREASURER	_____	_____
 MICHAEL KLITZING, Sub-Area I	_____	_____
 SUE MILLER, Sub-Area II	_____	_____
 LORA SCHELL, Sub-Area IV	_____	_____
 LES WADZINSKI, Sub-Area V	_____	_____

ATTEST:  LLCD Board Recorder



Indiana Department of Natural Resources

Eric J. Holcomb, 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 6, 2017

James Van Tassel, Operations Supervisor
Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468

Dear Mr. Van Tassel:

On behalf of DNR Director Cameron F. Clark, I am pleased to inform you that your organization's application for aquatic vegetation management for Lake Lemon in Brown and Monroe Counties has been conditionally selected for FY 2017-2018 funding from the Lake and River Enhancement (LARE) program.

The grant will cover up to 50% of the cost for herbicide treatment application of Triclopyr to treat up to 55 acres of Eurasian watermilfoil not to exceed \$5,000. The total potential of the grant is \$5,000.

The grant funds must be used as described in your application with the remaining contribution to be addressed by your organization. You will be expected to have this project completed by May 31, 2018. You must submit claims by no later than that date and you will be expected to comply with deadlines for the project's steps, or your grant may be reduced accordingly.

The grant will be finalized when the funds are encumbered in the state's accounting system to your organization with an approved purchase order. We are working with DNR accounting to make sure this is accomplished. You will be notified when the funds are encumbered and the project may commence.

Exact details and a scope of services for the proposed project will need to be finalized with the assistance of your LARE project manager, Ashlee Haviland. 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). You will be expected to seek bids from 3 to 5 different contractors. Please do not solicit project proposals from consultants prior to communicating with Ashlee. She will work to assist you with this process and other organizational details.

Thank you for your interest in Indiana's Lake and River Enhancement program.
We look forward to working with your organization on this project.

Sincerely,

Gregory L. Biberdorf

Gregory L. Biberdorf
LARE Program Supervisor

cc: Ashlee Haviland, LARE Program Specialist



Lake Lemon Conservancy District

PROFFESIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 23rd day of March, 2017, 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 23rd, 2017 and shall continue until September 31st, 2017. 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 LLCD and CBU shall be included as additional named-insureds on the policy and Contractor shall provide proof of insurance.

8. Liability. The LLCD 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 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 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 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 Contractor's services under this Agreement. The LLCD 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 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 Contractor.

14. Non-Waiver. The failure of any party to insist upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

The foregoing Agreement is hereby executed on the terms stated above.

Lake Lemon Conservancy District:

Contractor:

By: _____
Its: Chairman
313567/11820

Kenneth R. Mullis

Exhibit "A"

Kenneth R. Mullis

7557 E. St. Rd. 45

Unionville, Indiana 47468

Phone: 334-2136

Date: March 17, 2017

JOB LAKE LEMON CONSERVANCY

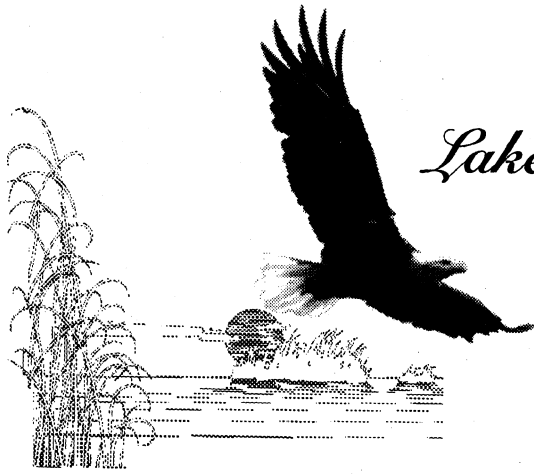
All labor and materials

To haul Debris and
DISPOSAL

\$250.00 PER TRUCK LOAD

\$75.00 Additional Insured Insurance Fee

Thank you!



Lake Lemon Conservancy District

	Young Trucking	A+ Performance	Naylor Trucking
Gabion Rip-Rap	\$18.99/Ton	\$18.00/Ton	\$18.50/ Ton
Graded Rip-Rap	\$18.75	\$18.00	\$18.50
#2's	\$10.00	\$14.25	\$10.50
53's	\$10.00	\$12.00	\$10.00
24" Shot Rock	\$10.00	\$24.00	n/a

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



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2017.

It is anticipated, in 2017, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Tuesday, March 14, 2017**.

Quoted price to be valid through December 31, 2017.

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>18.75</u>
Material Type: # 2's Crusher:	Material Type: 53's Crusher:
Haul & Material Cost Per Ton: \$ <u>10.00</u>	Haul & Material Cost Per Ton: \$ <u>10.00</u>
Material Type: 24" Shot Rock Crusher:	
Haul & Material Cost Per Ton: \$ <u>10.00</u>	

Vendor Name: Young Trucking Inc.

Vendor Signature: Ang R Young

Vendor Telephone: 812 332-0403

Date: 3-6-17

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



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2017.

It is anticipated, in 2017, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Tuesday, March 14, 2017**.

Quoted price to be valid through December 31, 2017.

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>Rogers</i>	Material Type: Graded Rip-Rap Crusher: <i>Rogers</i>
Haul & Material Cost Per Ton: \$ <i>18.00</i>	Haul & Material Cost Per Ton: \$ <i>18.00</i>
Material Type: #2's Crusher: <i>Rogers</i>	Material Type: 53's Buck Piles Crusher: <i>Rogers</i>
Haul & Material Cost Per Ton: \$ <i>14.25</i>	Haul & Material Cost Per Ton: \$ <i>12.00</i>
Material Type: (24") Shot Rock <i>Class 2 Rip Rap</i> Crusher: <i>Rogers</i>	
Haul & Material Cost Per Ton: \$ <i>24.00</i>	

Vendor Name: *A+ Performance*

Vendor Signature: *[Signature]*

Vendor Telephone: *333-2271*

Date: *3/06/2017*



Lake Lemon Conservancy District

The Lake Lemon Conservancy District (District), Unionville, IN is soliciting stone quotes for calendar year 2017.

It is anticipated, in 2017, the District will spend approximately \$8,000.00 for stone.

Quotes should be returned to the District Office at the address below by **Tuesday, March 14, 2017**.

Quoted price to be valid through December 31, 2017.

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: <u>Rogers</u> <u>6th</u> <u>12th</u> Haul & Material Cost Per Ton: \$ <u>18⁰⁰</u>	Material Type: Graded Rip-Rap Crusher: <u>Rogers</u> <u>6th</u> <u>12th</u> Haul & Material Cost Per Ton: \$ <u>18⁰⁰</u>
Material Type: # 2's Crusher: <u>Indap</u> <u>17th</u> <u>3rd</u> Haul & Material Cost Per Ton: \$ <u>10⁰⁰</u>	Material Type: 53's Crusher: <u>Indap</u> <u>17th</u> <u>2nd</u> Haul & Material Cost Per Ton: \$ <u>10⁰⁰</u>
Material Type: 24" Shot Rock Crusher: _____ Haul & Material Cost Per Ton: \$ _____	

Vendor Name: John Naylor Trucking
Vendor Signature: John Naylor
Vendor Telephone: 812-339-4958
Date: 3-13-17



Lake Lemon Conservancy District

STONE HAULING AGREEMENT

THIS AGREEMENT dated the 23rd day of March, 2017 is made by and between the Lake Lemon Conservancy District ("LLCD") and _____ ("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 23, 2017 to December 31, 2017.

4. Notice. Notice for purposes of this Agreement shall be:

"Contractor Info"

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

5. Payment for Services. Contractor shall provide detailed invoice(s) to LLCD, setting forth the specific tonnage delivered. Upon approval by the LLCD of the
7599 North Tunnel Road, Unionville, IN 47468
Phone 812/334-0233 • Fax 812/335-0038

invoice(s), the same will be processed for payment in accordance with the LLCD 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 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 LLCD 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 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 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 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 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 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, 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

By: _____

Its: _____



Lake Lemon Conservancy District

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 23rd day of March, 2017, by and between the Lake Lemon Conservancy District (hereinafter "District") and Heath Headdy & Bill Hawkins (hereinafter "Contractor") as follows:

1. District agrees to contract with the Contractor for the following services:

Conduct the Lake Lemon Conservancy District's 2017 Independence Day Fireworks Celebration. See Contractor Proposal (Exhibit "A").
2. District agrees to Contract with the Contractor for the following period of time:

July 2, 2017 (Show Date) July 3, 2017 (Rain Date)
3. Contractor is deemed an Independent Contractor and is not considered to be an employee of the District. As such, Contractor acknowledges that **no withholding** for the Federal, State or Local Income Taxes **will be made** and **he/she is responsible** for all tax liabilities. Contractor also acknowledges that the District **does not provide insurance** for Independent Contractors, and **that Contractors must furnish and provide proof, if requested, of its own liability, automobile, worker's compensation and other applicable insurance.**
4. Contractor shall provide **all necessary** licenses, permits and evidence of certification or ability to perform the above duties as shall be reasonably required by the District.
5. District agrees to pay Contractor the Total Sum of \$6,500.00 for 2017. Upon completion of the event, each year the District shall pay contractor within 30 days of receipt of invoice.

Professional Services Agreement – Continued

Page 2

6. No portion of this Agreement shall be assigned by Contractor except with the written consent of the District.
7. Contractor agrees to **indemnify and hold harmless** the District, and its respective officials, employees, agents and independent Contractors from and against any and all losses, costs (including reasonable attorney fees) and liabilities which arise out of Contractor's acts or omission while Contractor is performing the services contracted for herein.
8. Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of one million dollars (\$1,000,000.00) per occurrence. The District and City of Bloomington Utilities Department shall be included as **additional named – insureds** on the policy and contractor shall provide proof of insurance.
9. Contractor agrees not to discriminate against any person in the performance of this Agreement because of race, religion, color, sex, handicap, national origin or ancestry, age, residency, Disabled Veteran Status or Vietnam Era Veteran Status.
10. In all cases where Contractor is required to notify District for any purpose, Contractor shall notify the LLC Manager, at 812-334-0233.
11. This Agreement represents the entire Contract between the parties.
12. Special provisions: See Attachment "A" Contractor's Proposal

Lake Lemon Conservancy District
"District"

"Contractor"

Signed	_____	Signed	_____
Print	_____	Print	_____
Title	_____	Date	_____
Date	_____	Address	_____

		Phone	_____

Exhibit "A"

NON FOR PROFIT 2017 LAKE LEMON SHOOT	6,500.00\$ BUDGET
HEATH HEADDY,BILL HAWKINS 7596 W CHAFIN CHAPEL RD. ELLETTSVILLE IN 47429	
PRODUCT LIST	SHOW
BODY OF SHOW	2-300 SHOT R,W,B SALUTE FAN CAKES
144- 3" SHELLS	3",4" SHELLS
72-4" SHELLS	10X10 FAN CAKE
66-5" SHELLS	3",4" SHELLS
37-6" SHELLS	2-81 SHOT CAKES
6-8" SHELLS	3",4",5" SHELLS
10-MULTI SHOT CAKES	2- SPIDER KING CAKES
	3",4",5" SHELLS
FINALE	2-MIXED COLOR BASKET CAKES
60-3" RED,WHITE,BLUE SHELLS FANNED	3",4",5",6" SHELLS
144-3" COLOR SHELLS	2-TITANIUM CHRYS FAN CAKES
36 4" COLOR SHELLS	3",4",5",6",8" SHELLS
60-3" SALUTES	FINALE
30-4" SALUTES	4-BROCADE AND BOUQUET CAKES
4-100 SHOT CAKES	60-3" R,W,B SHELLS FAN SHAPE
FIREBALLS	3", 4" COLOR CHAINED SHELLS
	3",4" SALUTE CHAINS WITH 6",8" FIREBALLS

(ADDITIONAL PRODUCT WILL BE ADDED TO THE SHOW AFTER I SEE THE NEW PRODUCT COMING IN)
THANKS FOR LETTING US BE A PART OF YOUR 4TH CELEBRATION,HEATH



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


Schell Marina

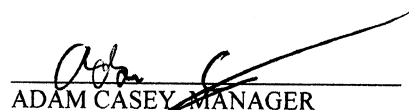
Marina Club / Boat Permits

Lora Schell / Director

Lake Lemon Conservancy District
Board Directors

Management Official


PAM DUGAN, CHAIRMAN

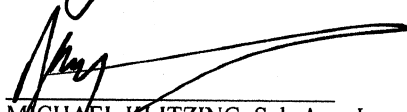

ADAM CASEY, MANAGER

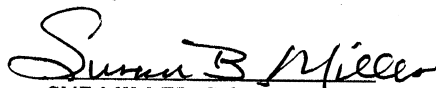

MARY JANE BROWN, VICE-CHAIR

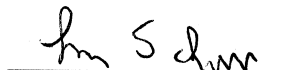
MARCH 23, 2017

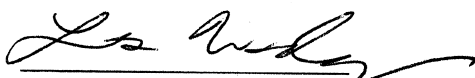
DATE


MIKE BLACKWELL, TREASURER


MICHAEL KLITZING, Sub-Area I


SUE MILLER, Sub-Area II


LORA SCHELL, Sub-Area IV


LES WADZINSKI, Sub-Area V



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or 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. A public servant has a pecuniary 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 the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Lora S Schell

2. **Title or Position With Governmental Entity:** Member of the Board

3. a. **Governmental Entity:** Lake Lemon Conservancy District

- b. **County:** Monroe

4. **This statement is submitted (check one):**
 - a. ☒ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Schell Marina LLC

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
Contract to provide Schell Marina LLC commissions for sales of LLC Boat Permits
Effective Date: January 1, 2017
Term: January 1, 2017 to December 31, 2017

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*

Schell is a partner in Schell Marina LLC, an Indiana company providing the public with marina services. Based upon prior years, the marina will receive about \$2,300 gross income in 2017.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*

February 23, 2017
Date Submitted (month, day, year)

December 31, 2017
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Lora S Schell
(Signature of Public Servant)

Date: February 23, 2017
(month, day, year)

Printed Name: Lora S Schell
(Please print legibly.)

Email Address: lora@lakelemonmarina.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.