



Lake Lemon Conservancy District

Monthly Meeting

City of Bloomington Utilities Building

March 29, 2018 6:00 PM

Name	Lake Address	District	Email Address
Langbein	4703 Pentwood	6	
McClure	4547 Idalawn	6	
Spencer Leiter	7331 E Spillway		
SCOTT ADAMSON	4184 WALKER LAKE	7	

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
City of Bloomington Utilities Building
March 29, 2018
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
 - A. Introduction: Debra Ladyman (District II)
 - B. Board of Directors: Updated Information Sheet
- II. Approval of February 22, 2018 Annual Board Meeting Minutes (PD)
- III. Treasurer's Report (MB)
 - A. February Financial Highlights
 - B. Report of Claims for February 2018
 - C. Resolution 03-18-01: DNR LARE Grant Aquatic Vegetation Management
- IV. Strategic Planning Committee: Update (MJB)
 - A. Sediment Management Project
 - B. Monroe/Brown County Community Foundations
 - C. News Letter Software
 - D. Lemon-Aid Days- Fundraising events
- V. Manager's Report (AC)
 - A. Professional Services Agreement: Ken Mullis – Lake Debris Removal
 - B. Stone Hauling Agreement & Quotes
 - C. Fireworks Display: Date Discussion
 - D. 2018 Independence Day Fireworks Contract: Approval
 - E. Annual Board Conflict of Interest Policy and Signatures
 - F. IU SKI Club Special Use Agreement
 - G. Removal from District request- Marvin Keenan
- VI. Public Comment (PD)
- VII. New Business / Correspondence for Future Agenda (PD)
Next Board Meeting: April 26, 2018
- IX. Adjournment (PD)

Lake Lemon Conservancy District Information Sheet

BOARD OF DIRECTORS

March 29, 2018

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) 40 N. Fourth St.
Zionsville In 46077
Home: (317) 331-1694
Lake: (812) 988-7446
SubAreaVI@lakelemon.org
Pddugan3@aol.com
Term Expires: 2022

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

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

Director: Debra Ladyman
(Sub Area II) 7790 Wildwood Dr.
Unionville, IN 47468
Home: (812) 988-7835
SubAreaII@lakelemon.org
Term Expires: 2022

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

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

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

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
City of Bloomington Utilities Building
February 22, 2018**

The February 22nd, 2018 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the City of Bloomington Utilities Building and was called to order by Chairman Pam Dugan at 6:00 PM.

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

I. Opening Comments/Call to order (Dugan)

II. Approval of January 25, 2018 Board Meeting Minutes (Dugan)

KLITZING MOTIONED TO APPROVE THE JANUARY 25TH, 2018 BOARD MEETING MINUTES. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Mike Blackwell)

- a. January 2018 Financial Highlights
 - i. Income: \$706.05
 - ii. Expenses: \$26,766
- b. Report of Claims of Approval for January 2018
- c. 2017 Annual Budget Summary
 - i. Blackwell reviewed the 2017 Financial Summary- highlights include
 - 1. Slight reduction in sale of watercraft permits
 - 2. Increase in revenue from park admission fees
 - 3. Purchase of a new excavator and work pontoon boat

KLITZING MOTIONED TO APPROVE THE REPORT OF CLAIMS FOR JANUARY 2018. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

IV. 2017 Vegetation Control Review / Update (Dugan)

- a. Presentation from Nate Long: Executive Vice President – Aquatic Control Inc.
 - i. Water milfoil continues to be the primary problem
 - ii. Received \$5,000 in LARE funding from DNR

- b. Review of 2018 Vegetation Control Program
- c. 2018 Vegetation Agreement Extension

MILLER MOTIONED FOR APPROVAL OF THE 2018 VEGETATION AGREEMENT EXTENSION WITH AQUATIC CONTROL INC. KLITZING SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

V. Strategic Planning Committee: Update (BROWN)

- a. Sediment Management Project
 - i. Vetted three potential companies to contract with. Weighted primarily on the following criteria- Price, Experience, Location
 - ii. Geosyntech
 - 1. Lowest in price at \$17,000
 - 2. Very bare bones. Only includes basic design and GIS work
 - 3. Does not include meeting with regulatory agencies
 - iii. KCI
 - 1. Price of \$31,000
 - 2. Experience includes only one instance of similar project
 - 3. Slightly more comprehensive than Geotech
 - iv. Shrewsbury
 - 1. Price of \$41,000
 - 2. Has worked on similar projects
 - 3. Has office branch in Bloomington, IN
 - 4. Very detailed proposal, all needs met
 - v. Manager’s final recommendation is to hire Shrewsbury

KLITZING MOVED FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NAMING SHREWBURRY AS THE ENGINEERING CONSULTANT FOR THE LAKE LEMON SEDIMENT MANAGEMENT PROJECT. SCHELL SECONDED THE MOTION. ALL “AYE’S” THE MOTION CARRIED.

- b. General Update
 - i. Strategic Planning Committee met Friday February 16th
 - ii. Agreed to focus on four major areas in 2018
 - 1. Sediment management
 - 2. Financial management (charitable giving/fundraising, bonding)
 - 3. Communication
 - 4. Development of an accessibility plan for Riddle Point Park
- c. Next strategic planning committee meeting will be held Friday March 9th at 3:30 PM in the LLCD main office.

VI. 2018 Dredging Priorities (Casey)

- a. Manager's recommendation is to continue to dredge zone 137 for 2018 with zone 206 as a secondary priority.
- b. Disposal site is prepped. Plan is to have boats on the water in march
- c. Potentially out of funds for dredging by some point in August

BROWN MOTIONED TO BEGIN 2018 DREDGING IN ZONE 137 WITH ZONE 206 BEING A SECONDARY PRIORITY. SCHELL SECONDED THE MOTION. ALL "AYE'S" THE MOTION CARRIED.

VII. Manager's Report (Casey)

- a. 2017 Annual Report- Casey reviewed the 2017 Annual Report.

VIII. Drawing (Dugan)

- a. Freeholders John Herr and Jay Widegren were selected in the drawing for complimentary annual watercraft permits for the 2018 season.

IX. Public Comment (Dugan)

- a. Michael Grady (District VII)
 - i. Brought up concern over the boards plan to utilize the long causeway overfloe pond as a potential sediment disposal site and wetland creation area

- b. Todd Fischer (District VI)
 - i. Wanted to inform conservancy and freeholders that the Jackson County Fire Department has a rescue boat available for users of Lake Lemon. Dial 911 and ask the operator to connect to the Jackson County Fire Department. Boat does have firefighting capabilities
- c. Michael Kafoure
 - i. Shared concerns over an oil spill of some kind on the east end of the lake. Believes that abandoned cars on north shore may be to blame.
- X. Board Election Results – Sub Areas II, VI (Dugan)
 - a. Uncontested election of Debra Ladyman for District II.
 - b. Uncontested Election of Pam Dugan for district VI.
- XI. Oath of Office: Sub Area II, VI (Dugan)
 - a. Debra Ladyman and Pam Dugan took the oath of office
- XII. Next Meeting: Thursday March 29th, 2018 at 6:00 PM in the city of Bloomington Utilities Building (Dugan)
- XIII. Adjournment

BLACKWELL MOTIONED TO ADJOURN THE FEBUARY 22ND, 2018 BOARD OF DIRECTORS MEETING AT 7:37 PM. BROWN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED. MEETING ADJOURNED

The Board met briefly after the adjournment of the February 22nd, 2018 annual meeting to elect the 2019 LLCD Board Officers.

KLITZING MOTIONED FOR THE 2019 BOARD OFFICERS TO INLCUDE PAM DUGAN- CHAIRMAN; MARY JANE BROWN- VICE-CHAIRMAN; MIKE BLACKWELL- TREASURER. SCHELL SECONDED THE MOTION. ALL “AYES”. THE MOTION CARRIED.

RESPECTFULLY SUBMITTED BY:

Andrew O'Malia, minute's recorder

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2018 thru February 2018

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of February 28, 2018 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

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

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

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

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

Shirley Watkins, CPA
March 5, 2018

LAKE LEMON CONSERVANCY
Balance Sheet
As of February 28, 2018

	<u>Feb 28, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	277,713.21
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	91,942.92
1050 · Savings Account	3,151.72
Total Checking/Savings	<u>489,116.70</u>
Total Current Assets	489,116.70
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>1,072,832.91</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,359.48
2020 · State & Co. Withholding Payable	407.81
Total Other Current Liabilities	<u>1,767.29</u>
Total Current Liabilities	<u>1,767.29</u>
Total Liabilities	1,767.29
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	398,837.43
Net Income	-29,303.16
Total Equity	<u>1,071,065.62</u>
TOTAL LIABILITIES & EQUITY	<u>1,072,832.91</u>

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through February 2018

	Jan - Feb 18	Jan - Feb 17	\$ Change	% Change
Income				
4020 · Marina & Club Fees	0.00	500.00	-500.00	-100.0%
4030 · Sublease & Access Fees	12,150.00	8,775.00	3,375.00	38.5%
4060 · Interest	206.05	117.03	89.02	76.1%
4080 · Fishing Tournament	550.00	900.00	-350.00	-38.9%
4090 · Park Reservations	125.00	2,475.00	-2,350.00	-95.0%
Total Income	13,031.05	12,767.03	264.02	2.1%
Expense				
6000 · Manager	6,000.00	5,884.62	115.38	2.0%
6001 · Operations Supervisor	0.00	4,500.00	-4,500.00	-100.0%
6010 · FICA	745.93	1,056.58	-310.65	-29.4%
6020 · State Unemployment Tax	17.94	15.24	2.70	17.7%
6025 · Merchant Fees	25.00	13.50	11.50	85.2%
6030 · Retirement	1,032.00	2,104.58	-1,072.58	-51.0%
6040 · Health Insurance	1,065.82	1,994.73	-928.91	-46.6%
6070 · Gate Attendant	296.63	0.00	296.63	100.0%
6111 · Dredger	155.00	0.00	155.00	100.0%
6112 · Dredger (Other)	2,464.00	2,463.75	0.25	0.0%
6114 · Assistant Dredger (Other)	835.00	963.00	-128.00	-13.3%
6120 · Season & Launch Permits	35.10	0.00	35.10	100.0%
6130 · Daily Permits	270.00	0.00	270.00	100.0%
6160 · Printer, Copier & Computer Supp	0.00	149.99	-149.99	-100.0%
6170 · Miscellaneous-Other	13.23	0.00	13.23	100.0%
6180 · Postage	49.00	143.00	-94.00	-65.7%
6185 · Receipt Books	741.39	0.00	741.39	100.0%
6190 · General Business Supplies	234.50	199.97	34.53	17.3%
6200 · Regular Gas	2,014.50	0.00	2,014.50	100.0%
6210 · Diesel	1,681.70	0.00	1,681.70	100.0%
6240 · Building & Grounds	295.18	129.65	165.53	127.7%
6251 · Dredging Supplies	366.81	217.58	149.23	68.6%
6300 · Accounting Services	1,350.00	1,350.00	0.00	0.0%
6320 · Attorney	0.00	199.18	-199.18	-100.0%
6350 · Other Prof/Secretarial Service	0.00	75.00	-75.00	-100.0%
6370 · Phone, LDT, Pager, E-Mail	548.38	473.16	75.22	15.9%
6390 · Hotel	100.80	0.00	100.80	100.0%
6410 · Subscriptions	135.00	190.00	-55.00	-29.0%
6430 · Ads	35.04	56.32	-21.28	-37.8%
6440 · Other	0.00	113.40	-113.40	-100.0%
6450 · Insurance	16,059.00	18,155.00	-2,096.00	-11.6%
6460 · Electric	1,248.90	689.90	559.00	81.0%
6470 · Water	104.22	105.99	-1.77	-1.7%
6480 · Trash	84.00	42.00	42.00	100.0%
6490 · Port-O-Lets	0.00	210.00	-210.00	-100.0%
6500 · Pump Holding Tank	0.00	200.00	-200.00	-100.0%
6510 · Building & Grounds Expense	450.32	460.35	-10.03	-2.2%
6541 · Dredging Equipment Maintenance	0.00	327.00	-327.00	-100.0%
6560 · Water Testing	2,520.00	0.00	2,520.00	100.0%
6661 · Disposal Site Preparation	1,359.82	0.00	1,359.82	100.0%
6680 · Other Services and Charges	0.00	519.00	-519.00	-100.0%
Total Expense	42,334.21	43,002.49	-668.28	-1.6%
Net Income	-29,303.16	-30,235.46	932.30	3.1%

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
February 2018

	Feb 18	Jan - Feb 18
Income		
4030 · Sublease & Access Fees	12,150.00	12,150.00
4060 · Interest	0.00	206.05
4080 · Fishing Tournament	50.00	550.00
4090 · Park Reservations	125.00	125.00
Total Income	12,325.00	13,031.05
Expense		
6000 · Manager	4,000.00	6,000.00
6010 · FICA	401.24	745.93
6020 · State Unemployment Tax	0.00	17.94
6025 · Merchant Fees	11.50	25.00
6030 · Retirement	1,152.00	1,032.00
6040 · Health Insurance	610.03	1,065.82
6070 · Gate Attendant	296.63	296.63
6111 · Dredger	0.00	155.00
6112 · Dredger (Other)	558.25	2,464.00
6114 · Assistant Dredger (Other)	390.00	835.00
6120 · Season & Launch Permits	35.10	35.10
6130 · Daily Permits	270.00	270.00
6170 · Miscellaneous-Other	13.23	13.23
6180 · Postage	0.00	49.00
6185 · Receipt Books	0.00	741.39
6190 · General Business Supplies	234.50	234.50
6200 · Regular Gas	2,014.50	2,014.50
6210 · Diesel	1,681.70	1,681.70
6240 · Building & Grounds	0.00	295.18
6251 · Dredging Supplies	366.81	366.81
6300 · Accounting Services	900.00	1,350.00
6370 · Phone, LDT, Pager, E-Mail	279.19	548.38
6390 · Hotel	100.80	100.80
6410 · Subscriptions	135.00	135.00
6430 · Ads	35.04	35.04
6450 · Insurance	0.00	16,059.00
6460 · Electric	537.95	1,248.90
6470 · Water	52.11	104.22
6480 · Trash	42.00	84.00
6510 · Building & Grounds Expense	450.32	450.32
6560 · Water Testing	0.00	2,520.00
6661 · Disposal Site Preparation	1,000.00	1,359.82
Total Expense	15,567.90	42,334.21
Net Income	-3,242.90	-29,303.16

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Accrual Basis

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

	Jan - Feb 18	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	0.00	115,000.00	-115,000.00	0.0%
4010 · Launch Fees	0.00	22,000.00	-22,000.00	0.0%
4020 · Marina & Club Fees	0.00	9,000.00	-9,000.00	0.0%
4030 · Sublease & Access Fees	12,150.00	27,000.00	-14,850.00	45.0%
4040 · Property Tax - Brown Co.	0.00	65,000.00	-65,000.00	0.0%
4050 · Property Tax -Monroe Co.	0.00	185,000.00	-185,000.00	0.0%
4060 · Interest	206.05	1,250.00	-1,043.95	16.5%
4070 · Grants & Donations	0.00	7,000.00	-7,000.00	0.0%
4080 · Fishing Tournament	550.00	1,400.00	-850.00	39.3%
4090 · Park Reservations	125.00	4,000.00	-3,875.00	3.1%
4100 · Park Admisioin Fees	0.00	40,000.00	-40,000.00	0.0%
4110 · Concessions	0.00	1,000.00	-1,000.00	0.0%
4130 · Dredging/Rip-Rap Income	0.00	20,000.00	-20,000.00	0.0%
Total Income	13,031.05	497,650.00	-484,618.95	2.6%
Expense				
6000 · Manager	6,000.00	52,000.00	-46,000.00	11.5%
6001 · Operations Supervisor	0.00	41,000.00	-41,000.00	0.0%
6010 · FICA	745.93	13,500.00	-12,754.07	5.5%
6020 · State Unemployment Tax	17.94	800.00	-782.06	2.2%
6025 · Merchant Fees	25.00			
6030 · Retirement	1,032.00	15,000.00	-13,968.00	6.9%
6040 · Health Insurance	1,065.82	10,000.00	-8,934.18	10.7%
6070 · Gate Attendant	296.63	21,000.00	-20,703.37	1.4%
6100 · Lake Patrol	0.00	4,800.00	-4,800.00	0.0%
6111 · Dredger	155.00	23,100.00	-22,945.00	0.7%
6112 · Dredger (Other)	2,464.00	14,500.00	-12,036.00	17.0%
6113 · Assistant Dredger	0.00	11,400.00	-11,400.00	0.0%
6114 · Assistant Dredger (Other)	835.00	5,700.00	-4,865.00	14.6%
6115 · Dredger (Private)	0.00	3,850.00	-3,850.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,900.00	-1,900.00	0.0%
6120 · Season & Launch Permits	35.10	1,700.00	-1,664.90	2.1%
6130 · Daily Permits	270.00	400.00	-130.00	67.5%
6140 · Receipt/Tickets Books	0.00	400.00	-400.00	0.0%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	0.00	800.00	-800.00	0.0%
6170 · Miscellaneous-Other	13.23	1,300.00	-1,286.77	1.0%
6180 · Postage	49.00	750.00	-701.00	6.5%
6185 · Receipt Books	741.39			
6190 · General Business Supplies	234.50	750.00	-515.50	31.3%
6200 · Regular Gas	2,014.50	6,000.00	-3,985.50	33.6%
6210 · Diesel	1,681.70	7,000.00	-5,318.30	24.0%
6230 · Medical Supplies	0.00	3,000.00	-3,000.00	0.0%
6240 · Building & Grounds	295.18	5,000.00	-4,704.82	5.9%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	366.81	12,000.00	-11,633.19	3.1%

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03/05/18

Accrual Basis

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

	Jan - Feb 18	Budget	\$ Over Budget	% of Budget
6252 · Rip Rap/Erosion Control	0.00	15,000.00	-15,000.00	0.0%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6290 · Signs & Nautical Markers	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	0.00	4,000.00	-4,000.00	0.0%
6330 · Consulting Engineer	0.00	50,000.00	-50,000.00	0.0%
6350 · Other Prof/Secretarial Service	0.00	1,000.00	-1,000.00	0.0%
6370 · Phone, LDT, Pager, E-Mail	548.38	2,900.00	-2,351.62	18.9%
6390 · Hotel	100.80	300.00	-199.20	33.6%
6400 · Meals	0.00	150.00	-150.00	0.0%
6410 · Subscriptions	135.00	350.00	-215.00	38.6%
6430 · Ads	35.04	500.00	-464.96	7.0%
6440 · Other	0.00	1,000.00	-1,000.00	0.0%
6450 · Insurance	16,059.00	45,000.00	-28,941.00	35.7%
6460 · Electric	1,248.90	5,000.00	-3,751.10	25.0%
6470 · Water	104.22	750.00	-645.78	13.9%
6480 · Trash	84.00	1,500.00	-1,416.00	5.6%
6490 · Port-O-Lets	0.00	2,000.00	-2,000.00	0.0%
6500 · Pump Holding Tank	0.00	800.00	-800.00	0.0%
6510 · Building & Grounds Expense	450.32	5,500.00	-5,049.68	8.2%
6520 · Boat	0.00	3,000.00	-3,000.00	0.0%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6541 · Dredging Equipment Maintenance	0.00	15,000.00	-15,000.00	0.0%
6542 · Equipment Rental	0.00	17,000.00	-17,000.00	0.0%
6560 · Water Testing	2,520.00	5,500.00	-2,980.00	45.8%
6570 · Lake Weed Treatment	0.00	50,000.00	-50,000.00	0.0%
6590 · Contigency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% MarinaPermit Sales	0.00	2,300.00	-2,300.00	0.0%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	1,359.82	10,000.00	-8,640.18	13.6%
6680 · Other Services and Charges	0.00	1,000.00	-1,000.00	0.0%
6681 · Fireworks	0.00	6,500.00	-6,500.00	0.0%
Total Expense	42,334.21	546,060.00	-503,725.79	7.8%
Net Income	-29,303.16	-48,410.00	19,106.84	60.5%



Lake Lemon Conservancy District

Date: March 29, 2018

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

(Report of Claims - February)

(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 \$12,586.47.

Dated this 29th Day of March, 2018

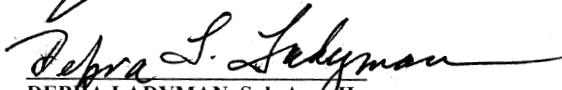
Signature of Governing Board


PAM DUGAN, CHAIRMAN



MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER


MICHAEL KLITZING, Sub-Area I


DEBRA LADYMAN, Sub-Area II


LORA SCHELL, Sub-Area IV


LES WADZINSKI, Sub-Area V

2:58 PM

03/05/18

LAKE LEMON CONSERVANCY
Check Detail
February 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4392	2/3/2018	PAUL YOUNG PLU...		1000 · Peoples Sta...		-365.00
			Unthaw Frozen water pipe		6510 · Building & G...	-365.00	365.00
TOTAL						-365.00	365.00
Check	4393	2/3/2018	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	4394	2/3/2018	KLEINDORFER HA...		1000 · Peoples Sta...		-35.98
					6251 · Dredging Su...	-35.98	35.98
TOTAL						-35.98	35.98
Check	4395	2/3/2018	SARA PEEL, ILMS		1000 · Peoples Sta...		-135.00
			Indiana Lakes Management Memberhsip and conference registration		6410 · Subscriptions	-135.00	135.00
TOTAL						-135.00	135.00
Check	4396	2/5/2018	BROWN CO DEM...		1000 · Peoples Sta...		-18.33
			Election/annual meeting ad		6430 · Ads	-18.33	18.33
TOTAL						-18.33	18.33
Check	4397	2/5/2018	B & B WATER CORP		1000 · Peoples Sta...		-52.11
					6470 · Water	-52.11	52.11
TOTAL						-52.11	52.11
Check	4398	2/9/2018	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	4399	2/9/2018	NAPA AUTO PARTS		1000 · Peoples Sta...		-330.83
			Filters/diesel treatment		6251 · Dredging Su...	-330.83	330.83
TOTAL						-330.83	330.83

2:58 PM

03/05/18

LAKE LEMON CONSERVANCY
Check Detail
 February 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4400	2/9/2018	STAPLES CREDIT ...		1000 · Peoples Sta...		-234.50
			Office Supplies		6190 · General Busi...	-234.50	234.50
TOTAL						-234.50	234.50
Check	4401	2/9/2018	HOOSIER TIMES P...		1000 · Peoples Sta...		-16.71
			election/annual meeting ad		6430 · Ads	-16.71	16.71
TOTAL						-16.71	16.71
Check	4402	2/9/2018	UCT		1000 · Peoples Sta...		-154.24
			Adam- Dental		6040 · Health Insur...	-154.24	154.24
TOTAL						-154.24	154.24
Check	4403	2/9/2018	WHITE RIVER CO-...		1000 · Peoples Sta...		-3,696.20
			Tank fill		6200 · Regular Gas	-2,014.50	2,014.50
					6210 · Diesel	-1,681.70	1,681.70
TOTAL						-3,696.20	3,696.20
Check	4404	2/9/2018	KENNY CLARK EX...		1000 · Peoples Sta...		-1,000.00
			Per Land use agreement		6661 · Disposal Sit...	-1,000.00	1,000.00
TOTAL						-1,000.00	1,000.00
Check	4405	2/17/2018	BAUGH FINE PRINT		1000 · Peoples Sta...		-305.10
			Boat/park passes		6130 · Daily Permits	-270.00	270.00
					6120 · Season & La...	-35.10	35.10
TOTAL						-305.10	305.10
Check	4406	2/17/2018	VISA		1000 · Peoples Sta...		-199.35
			Web services		6170 · Miscellaneous...	-13.23	13.23
			Hotel Deposit ILMS		6390 · Hotel	-100.80	100.80
			Battery for Gator		6510 · Building & G...	-85.32	85.32
TOTAL						-199.35	199.35
Check	4407	2/17/2018	CARESOURCE		1000 · Peoples Sta...		-455.79

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03/05/18

LAKE LEMON CONSERVANCY
Check Detail
February 2018

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6040 · Health Insur...	-455.79	455.79
TOTAL						-455.79	455.79
Check	4408	2/17/2018	COMCAST CABLE		1000 · Peoples Sta...		-279.19
					6370 · Phone, LDT,...	-279.19	279.19
TOTAL						-279.19	279.19
Check	4409	2/17/2018	KNIGHT'S TRASH ...		1000 · Peoples Sta...		-42.00
					6480 · Trash	-42.00	42.00
TOTAL						-42.00	42.00
Check	4410	2/24/2018	SCI REMC		1000 · Peoples Sta...		-537.95
					6460 · Electric	-537.95	537.95
TOTAL						-537.95	537.95

Total \$8758.28

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03/12/18

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
February 2018

	Allender, Clinton L			Casey, Adam W			O'Malia, Andrew j			Warthan, Levi R	
	Hours	Rate	Feb 18	Hours	Rate	Feb 18	Hours	Rate	Feb 18	Hours	Rate
Employee Wages, Taxes and Adjustments											
Gross Pay											
Salary-6000			0.00			4,000.00			0.00		
Reg. Pay-6070			0.00			0.00	28.25	10.50	296.63		
Reg. Pay-6111			0.00			0.00			0.00		38.00
Reg. Pay-6112			0.00			0.00			0.00	14.5	38.50
Reg. Pay-6114	19.5	20.00	390.00			0.00			0.00		
Reg. Pay-6115			0.00			0.00			0.00		38.00
Total Gross Pay	19.5		390.00			4,000.00	28.25		296.63	14.5	
Deductions from Gross Pay											
Insurance			0.00			0.00			0.00		
Retirement			0.00			-240.00			0.00		
Total Deductions from Gross Pay			0.00			-240.00			0.00		
Adjusted Gross Pay	19.5		390.00			3,760.00	28.25		296.63	14.5	
Taxes Withheld											
Federal Withholding			-25.00			-506.00			0.00		
Medicare Employee			-5.66			-58.00			-4.30		
Social Security Employee			-24.18			-248.00			-18.39		
IN - Withholding			-12.60			-121.44			-9.58		
Hamilton Co			0.00			0.00			-2.97		
Law. Co.			-6.83			0.00			0.00		
Medicare Employee Addl Tax			0.00			0.00			0.00		
Monroe Co.			0.00			-41.18			0.00		
Total Taxes Withheld			-74.27			-974.62			-35.24		
Net Pay	19.5		315.73			2,785.38	28.25		261.39	14.5	
Employer Taxes and Contributions											
Federal Unemployment			2.34			24.00			1.78		
Medicare Company			5.66			58.00			4.30		
Social Security Company			24.18			248.00			18.39		
IN - Unemployment Company			1.95			20.00			1.48		
Total Employer Taxes and Contributions			34.13			350.00			25.95		

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
February 2018

	Warth...		TOTAL
	Feb 18	Hours	Rate
	Feb 18		Feb 18
Employee Wages, Taxes and Adjustments			
Gross Pay			
Salary-6000	0.00		4,000.00
Reg. Pay-6070	0.00	28.25	296.63
Reg.Pay-6111	0.00		0.00
Reg.Pay-6112	558.25	14.50	558.25
Reg.Pay-6114	0.00	19.50	390.00
Reg.Pay-6115	0.00		0.00
Total Gross Pay	558.25	62.25	5,244.88
Deductions from Gross Pay			
Insurance	0.00		0.00
Retirement	0.00		-240.00
Total Deductions from Gross Pay	0.00		-240.00
Adjusted Gross Pay	558.25	62.25	5,004.88
Taxes Withheld			
Federal Withholding	-26.00		-557.00
Medicare Employee	-8.10		-76.06
Social Security Employee	-34.61		-325.18
IN - Withholding	-18.03		-161.65
Hamilton Co	0.00		-2.97
Law. Co.	0.00		-6.83
Medicare Employee Addl Tax	0.00		0.00
Monroe Co.	-5.82		-47.00
Total Taxes Withheld	-92.56		-1,176.69
Net Pay	465.69	62.25	3,828.19
Employer Taxes and Contributions			
Federal Unemployment	3.35		31.47
Medicare Company	8.10		76.06
Social Security Company	34.61		325.18
IN - Unemployment Company	2.79		26.22
Total Employer Taxes and Contributions	48.85		458.93



Lake Lemon Conservancy District

RESOLUTION 03-18-01

WHEREAS, the Lake Lemon Conservancy District (LLCD), on March 14, 2018, 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

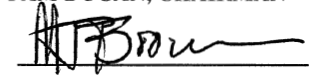
WHEREAS, the LLCD Board of Directors officially accepted the grant at it's March 29, 2018 Board Meeting, and

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 2018.

ADOPTED BY THE FOLLOWING VOTE: this 29th Day of March 2018.

AYE

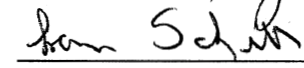
PAM DUGAN, CHAIRMAN

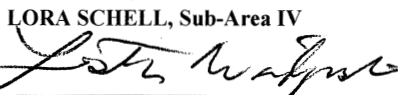

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER


MICHAEL KLITZING, Sub-Area I



DEBRA LADYMAN, Sub-Area II


LORA SCHELL, Sub-Area IV


LES WADZINSKI, Sub-Area V

NAY

ABSTAIN

ATTEST:  LLCD Board Recorder

RESOLUTION 03-18-01

WHEREAS, the Lake Lemon Conservancy District (LLCD), on March 14, 2018, 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 29, 2018 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 2018.

ADOPTED BY THE FOLLOWING VOTE: this 29th Day of March 2018.

<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	_____	_____
_____ DEBRA LADYMAN, 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 Program
Division of Fish & Wildlife
402 W. Washington Street
Room W273
Indianapolis, IN 46204
PH: 317/233-1484
FAX: 317/232-8150

March 14, 2018

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

Dear Mr. Casey:

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 2018-2019 funding from the Lake and River Enhancement (LARE) program.

The grant will cover 50% of the cost for maintenance treatment on a portion of approximately 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, 2019. 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. This will happen when you complete the eSigning procedure. Please read the attached document called "eSigning your contract" to understand the process. You will receive an e-mailed notification similar to the one shown on the first page. It will have a subject similar to this: Documents for Review/Signature – Contract ID: xxxxxxxxxxxx. It may appear to be a spam message. It will have the login and password assistance you will need to complete the eSigning process. We are working with DNR accounting to get this accomplished. You will be notified when the funds are encumbered and the project may commence

with an e-mail including a signed Purchase Order from the State of Indiana.

We have the contact e-mail for you as the signer of the Grant Agreement as:
Adam Casey manager@lakelemon.org

IF THIS IS INCORRECT, please contact me immediately!

Exact details and a scope of services for the proposed project will need to be finalized with the assistance of LARE Aquatic Biologist, Rod Edgell. Rod's e-mail address is redgell@dnr.IN.gov and his phone number is 260-244-6805, ext. 230.

Rod 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 Rod. He 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: Rod Edgell, LARE Aquatic Biologist

LAKE LEMON LINES



E-NEWSLETTER PROPOSAL

Proposed Vendor: Constant Contact

Proposed Monthly Articles:

- History of Lake Lemon
- SPC Report
- Board Report
- Lake Manager Report
- Upcoming Events (including board meetings, and other events)
- Meet your Neighbors (highlight one person or couple/month or perhaps a group/district)
- Educational piece (on the flora and fauna and animals of Lake Lemon)
- FAQ – (ie. How are our lake districts divided?)
- Fun Fact about the lake

Mailing List – we can upload an Excel file of our mailing list to their site. There is a link to be added and an opt out/cancel link at the bottom of each newsletter if people wish to unsubscribe. Constant Contact updates us on incorrect emails or new additions.

Frequency - Once per month for May – Oct and once in the winter or early spring.

- May
- June
- July
- Aug
- Sept
- Oct
- Winter/spring

Writers/Editors

I would like to collect articles from a variety of people. They would submit articles/photos and the editor would create a newsletter which would be reviewed by an editorial board prior to submission/publication.

Archiving the Newsletter:

A PDF of the newsletter can be stored on the Conservancy website. It also can be printed as a flier or paper copy.

Other Benefits for using Constant Contact:

- The ability to add a “donate” button for donations can incorporate specific capital campaigns as well.
- The ability to create custom surveys and polls within the newsletter as a link (they can also be attached to our Facebook page or website or sent as a separate email)
- The ability to go “dormant” for months we don’t want to send out a newsletter for just \$5 per month.
- Email tracking
- The ability to run events including Event registration and management, and event marketing

Cost:

Constant Contact is very affordable for us. Cost is based on the number of subscribers. We would fit in the 500- 2500 subscriber category. There are two tiers – basic and plus. The plus version gives you the ability to collect donations, do surveys etc.

Any months we are not publishing, we can put our account into a dormant state for that month for only \$5.00.

501-2500 contacts Email Basic plan:

Monthly = \$45/mo

6 month prepay 20% discount = \$36/mo = \$216 upfront

12 month prepay 30% discount = \$31.50/mo = \$378 upfront

501-2500 contacts Email Plus plan:

Monthly = \$70/mo

6 month prepay 20% discount = \$56/mo = \$336 upfront

12 month prepay 30% discount = \$49/mo = \$588 upfront

I recommend we do the Email plus plan during the summer, then drop down to the basic plan during the winter months. There are other discounts that may be available when we sign up, plus there is a 60 day free trial period.

Concerns/Things to think about:

- No political articles
- No op/ed pieces
- Unsolicited articles policy
- Not having enough material
- Deadlines
- Editorial review board
- No advertisements/people selling things or want ads

Benefits:

- Improve communication (Board, SPC, Lake Management, Freeholders, friends etc.). Can be shared with other interest friends of Lake Lemon
- Link people together
- Get to know the others on the lake
- Keep informed about events and promote new events
- Historical archive
- Educational venue
- Vehicle for surveys, donations, event promotion and registration
- Way to keep email addresses up to date (Constant Contact keeps track of emails that bounce back and there is a link to add people to the list).
- Central location for news about the lake

LEMON-AID DAYS



PROPOSAL: A community event for Lake Lemon families and friends that would also raise funds for the Lake Lemon non-profit fund.

PURPOSE: A community building activity that is fun and educational with a secondary purpose of bringing in funds for the non-profit Lake Lemon activities. This should be a well-publicized event that will bring people to the festival. Get to know your neighbors and have fun with your family

HOUSE TOUR - A house tour via pontoon. Participants buy a ticket to go on a boat tour that stops at 3 houses for a short tour and refreshments. After each stop, they would get back onto their designated pontoon tour boat and proceed to the next home. The tour would take 1 ½ - 2 hours in total. All tours would start and end at Riddle Point.

OTHER ACTIVITIES

Lemonade stand

Cotton candy stand

Food trucks

Winery tasting/sales

Beer tasting/sales

Musical Entertainment

Learn to fish demonstration

Learn to paddle board demonstration

Tours of the sailing area

IU Crew team demonstration

Scavenger hunt for the kids

Carnival games with prizes for the kids

Kids craft activities

Adult art activities

Arts and Crafts vendor booths

Dock decorating contest by district

Learn about the lake booth – highlighting the plants and animals found on the lake

Rentable inflatables/activities

PROFFESIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 29th day of March, 2018, 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 29th, 2018 and shall continue until December 31st, 2018. It may be extended by mutual, written agreement of the parties and upon approval of additional hours by the LLCD.

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

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

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

6. Relationship of the Parties. Contractor is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of all labor, equipment, tools, and expenses in connection therewith and for any and all damages that may occur because of Contractor's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Contractor as the agent or representative of the LLCD. Nothing in this Agreement shall prohibit Contractor from engaging in work for anyone other than the LLCD.

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

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

9. Tax Liability. Contractor shall exonerate, indemnify, and hold harmless the LLC from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Contractor's services under this Agreement. The LLC shall issue an IRS Form 1099 to Contractor for sums paid under this Agreement.

10. Remedies. A party shall be entitled to seek and obtain all relief, whether in law or in equity, for breach of the Agreement by the other party, including damages and reasonable attorney fees arising from the breach.

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

12. Venue and Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Indiana, and the Monroe Circuit Court, Bloomington, Indiana, 47404, shall have exclusive jurisdiction over disputes arising hereunder.

13. Entire Agreement. This Agreement constitutes the entire contract between the parties. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement, or may modify, enlarge, or invalidate this Agreement or any provisions of it. This Agreement may not be amended, supplemented, or modified except by a written document signed by the LLC and Contractor.

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

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

Lake Lemon Conservancy District:

Contractor:

By: _____
Its: Chairman
313567/11820

Kenneth R. Mullis

Exhibit "A"

Kenneth R. Mullis

7557 E. St. Rd. 45

Unionville, Indiana 47468

Phone: 334-2136

Date: 3/29/18

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!

2018 Stone Hauling- Quote Comparison

	Young Trucking	A+ Performance
Gabion Rip-Rap	\$19.50/Ton	\$19.45/Ton
Graded Rip-Rap	\$14.00	\$19.45
#2's	\$10.00	\$12.75
53's	\$8.50	\$11.75
24" Shot Rock	\$12.50	\$24.50

STONE HAULING AGREEMENT

THIS AGREEMENT dated the 29th day of March, 2018 is made by and between the Lake Lemon Conservancy District ("LLCD") and Young Trucking. ("Contractor").

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

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

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

1. Services. Upon request by the LLCD and at its discretion, Contractor shall provide tonnage of material, which includes delivery to the location specifically designated by LLCD within its geographic boundaries.
2. Cost. Contractor shall provide and transport the Material to LLCD for the quoted price listed on Attachment A , which amount is inclusive of all costs, including loading, delivery, and unloading at the site designated by the LLCD.
3. Term. March 29, 2018 to December 31, 2018.
4. Notice. Notice for purposes of this Agreement shall be:

Young Trucking, Inc
8647 E. State Road 45
Unionville, IN 47468
812-332-0403

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

6. Relationship of the Parties. Young Trucking 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: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 29th day of March, 2018, 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 2018 Independence Day Fireworks Celebration. See Contractor Proposal (Exhibit "A").
2. District agrees to Contract with the Contractor for the following period of time:

July 3, 2018 (Show Date) July 6, 2018 (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 2018. Payment will be issued upon purchase of shells

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 LLCD 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

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

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 LLCDC 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 LLCDC; 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 LLCDC. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of LLCDC 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 LLCDC 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 LLCDC 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 LLCDC 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 LLCDC:

Entity/ Organization
Director/Management

Association

Board

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Lake Lemon Conservancy District
Board Directors**

Management Official

PAM DUGAN, CHAIRMAN

ADAM CASEY, MANAGER

MARY JANE BROWN, VICE-CHAIR

MARCH 29, 2018

DATE

MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

DEBRA LADYMAN, Sub-Area II

LORA SCHELL, Sub-Area IV

LES WADZINSKI, Sub-Area V

IC 35-41-1-3.2

"Agency"

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

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

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

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

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

IC 35-41-1-12

"Governmental entity" defined

Sec. 12. "Governmental entity" means:

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

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

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

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

IC 35-41-1-24

"Public servant"

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

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

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

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

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

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

IC 35-44-1-3

Conflict of interest

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

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

(A) The spouse of a public servant.

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

(i) unemancipated; and

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

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

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

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

(A) the public servant; or

(B) a dependent of the public servant who:

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

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

(b) A public servant who knowingly or intentionally:

(1) has a pecuniary interest in; or

(2) derives a profit from;

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

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

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

(A) services provided as a public servant; or

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

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

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

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

(4) The public servant:

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

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

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

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

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

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

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

governmental entity unrelated to the contract or purchase;

(B) appointed by an elected public servant;

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

(D) elected; or

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

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

(d) A disclosure must:

(1) be in writing;

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

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

(4) be affirmed under penalty of perjury;

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

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

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

(A) the state board of accounts; and

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

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

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

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

SPECIAL USE AGREEMENT

This Special Use Agreement is made by and between the **City of Bloomington Utilities** (hereinafter "CBU"), **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Indiana Water Ski Club** (hereinafter "SKI CLUB").

WITNESSETH:

WHEREAS, the CBU owns certain real estate located in Monroe and Brown Counties, Indiana, which real estate includes Lake Lemon, which real estate is leased to the LLCD; and,

WHEREAS, the LLCD is responsible for the operation and management of Lake Lemon, which management includes regulation of lake access and boating operations; and

WHEREAS, SKI CLUB desires to secure a special use permit for access to the lake for a slalom skiing practice course;

NOW, THEREFORE, in consideration of the recitals and of the respective covenants, representations, warranties and agreements herein contained, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Lake Lemon Conservancy District (LLCD) and the CBU hereby issue a special use permit to SKI CLUB to install and utilize a slalom ski course on Lake Lemon. This Agreement commences on March 29, 2018 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, SKI CLUB will install fixtures in Lake Lemon to create a slalom ski course on Lake Lemon. If the use of such fixtures is to be discontinued by SKI CLUB or the special use permit revoked, canceled or terminated for any reason, SKI CLUB shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of SKI CLUB.
3. SKI CLUB shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCD or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University Ski Club as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana

University Ski Club is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of

contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by Indiana University. The minimum coverage for its insurance policy shall be One Million Dollars (\$1,000,000.00).

4. SKI CLUB shall be solely responsible for providing and maintaining sanitary facilities, parking assistance, clean-up following an event, repair of any property damage resulting or arising from this Special Use Agreement.
5. In the event of a breach of this Agreement the non-breaching party may:
 - 1) Terminate this Agreement;
 - 2) Seek any remedy available in law or equity; and/or
 - 3) LLCD may revoke the special use permit upon breach by SKI CLUB

In the event of a breach of this Agreement, the breaching party shall be responsible for the costs and reasonable attorney's fees of the non-breaching party.

6. This Agreement shall be governed by and construed under the laws of the State of Indiana and the Monroe Circuit Court shall preside over any dispute arising out of this agreement.
7. This Agreement contains the entire agreement between the parties and shall be amended or modified only by written instrument signed by both parties hereto.
8. The provisions of paragraphs 3 and 4 shall survive termination of this Agreement

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 29th day of March 2018.

INDIANA UNIVERSITY SKI CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Pam Dugan
Chairman

Address: _____

CITY OF BLOOMINGTON UTILITIES

By: _____

John Langley
Deputy Director