

**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
City of Bloomington Utilities Building  
600 E. Miller Drive, Bloomington, IN 47401  
March 28, 2024  
6:00 p.m.

**AGENDA**

- I. Call Meeting to Order / Chairman’s Remarks (MK)
- II. Public Comment (MK)
- III. Administrative (AC)
  - A. Approval of February 22, 2024 Annual Board Meeting Minutes
  - B. 2024 Independence Day Fireworks Contract: Approval
  - C. Annual Board Conflict of Interest Policy
  - D. 2024 Vegetation Management Extension Agreement
  - E. 2024 Mowing Extension Agreement
- IV. Treasurer’s Report (DL)
  - A. February Financial Highlights
  - B. Report of Claims for February 2024
  - C. 2025 Budget Timeline
- V. Managers’ Report (AC)
  - A. Sublease Parcel Applications
    - 1. District I- John Young Rd.- Sean Gillenwater.
  - B. Sediment Management Project: Update
  - C. Eclipse Event Update
- VI. New Business / Correspondence for Future Agenda (MK)  
Next Board Meeting: April 25, 2024
- IX. Adjournment

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | Michael Klitzing, Chairman                                      |
| <b>Action Requested</b>     | Approve   |
| <b>Item/Subject</b>         | February 22nd, 2024 Board Meeting Minutes                       |
| <b>Dollar Amount</b>        | N/A   |
| <b>Meeting Date</b>         | March 28th, <b>2024</b>   |
| <b>Summary</b>              | Minutes from Annual Board meeting<br>on<br>February 22nd, 2024. |
| <b>Staff Recommendation</b> | Approve the Annual Board Meeting Minutes.                       |

# LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting  
City of Bloomington Utilities Building  
600 E. Miller Drive, Bloomington, IN 47401  
February 22nd, 2024  
6:00 p.m.

**BOARD MEMBERS PRESENT:** Chairman-Michael Klitzing, Vice Chair- Les Wadzinski, Treasure – Debbie Ladyman (Virtual), Mike Blackwell, Malcom McClure, Steve Priddy (Virtual). **ALSO PRESENT:** Adam Casey, District Manager; Ross Carlson, Operations Supervisor.

**ABSENT:** Bret Huber

The election of Sub-area 5 was conducted from 5:00-6:00pm prior to the annual meeting in the City of Bloomington Utilities building. Election clerks were Pam Dugan, Lance Eberle and Tim Price

I. Call Meeting to Order / Chairman’s Remarks (MK)  
Meeting brought to order at 6:00pm. With 3 members present, and two attending virtually (Debbie Ladyman arrived during December Financial discussion). Mike Blackwell arrived shortly thereafter at 6:04pm, which established a quorum, allowing the board to vote on matters of business.

II. Public Comment (MK)

- Sura Gail Tala - District 5: I would like to make a plug hoping that we explore remodeling the bathhouse rather than replacing it.

III. Administrative (MK)

A. Approval of December 14th, 2023 Board Meeting Minutes  
PRIDDY requested an amendment to the minutes as he was not listed as present for the meeting.  
**MCCLURE MOTIONED TO APPROVE THE December 14<sup>TH</sup>, 2023 BOARD MEETING MINUTES AS AMENDED. WADZINSKI SECONDED THE MOTION. ALL MEMBERS “AYES”, WADZINSKI ABSTAIN, THE MOTION CARRIED.**

IV. Treasurer’s Report (AC)

a. December Budget Highlights:  
Income: \$ 372,426.85  
Expense: \$261,539.30  
Total Checking & Savings: \$1,477,617.74  
Fixed Assets Total: \$ 854,441.15  
Total Assets: \$ 2,332,058.89  
Total Liabilities: \$ 1,039,798.34  
Total Liabilities and Equity: \$ 2,332,058.89

- b. December Report of Claims: Approval of Vouchers

**MCCLURE MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS. WADZINSKI SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- c. 2023 Transfer of funds

LADYMAN: This is an annual process required by the State Board of Accounts which requires us to transfer funds within the general fund to balance each account. Items of note would be the account #6510 Building and Grounds Repair which are expenses that were or will be covered by insurance; account #6750 Sediment mitigation which was \$71,000 over budget due to the change order with Heartland Dredging to increase the yardage in the dredging contract; account #6001, a payroll error resulted in advanced payment for operations supervisor, this will be recouped during the 2024 fiscal year.

**MCCLURE MOTIONED TO APPROVE THE 2023 TRANSFER OF FUNDS. WADZINSKI SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- d. January Budget Highlights:

Income: \$ 8,406.92  
Expense: \$51,407.32  
Total Checking & Savings: \$1,433,018.62  
Fixed Assets Total: \$ 854,441.15  
Total Assets: \$ 2,287,459.77  
Total Liabilities: \$ 1,038,199.62  
Total Liabilities and Equity: \$ 2,287,459.77

- e. November Report of Claims: Approval of Vouchers

**BLACKWELL MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- V. Manager's Report (AC)  
Casey and Carlson presented on the major accomplishments, events, and operations of the LLCDC during the 2023 calendar year. A presentation of the 2023 annual report can be found [HERE](#)

- VI. Capital Campaign Continuation – Discussion (MK)

**BLACKWELL MOTIONED TO AUTHORIZE THE LLCDC TO ENTER INTO A CONTRACT NOT TO EXCEED \$1,500. MCCLURE SECONDED THE MOTION. BLACKWELL, MCCLURE, KLITZING, PRIDDY, LADYMAN "AYES". WADZINSKI "NAY" THE MOTION CARRIED.**

- VII. 2024 Annual Boat Pass Drawing (AC)

Allen Breedlove and Holli Bennett were the lucky winners of a 2024 powerboat pass.

VIII. Board Election Results – Sub Area V & Election of officers (MK)

KLITZING: We will now be announcing the results of the 2024 Sub Area V. I would like to thank our election clerks for volunteering to man the polls. The election was very close with Les Wadzinski receiving 9 votes, and Pam Cooper receiving 8 votes. With that Les Wadzinski has won the Election and we can proceed with his oath of office and the Election of Board Officers.

a. Oath of Office- Sub Area V

KLITZING administers the oath of office to WADZINSKI

b. Election of Board Officers

**WADZINSKI NOMINATED MICHAEL KLITZING TO SERVE AS THE BOARD CHAIRMAN. BLACKWELL SECONDED THE MOTION. MCCLURE, BLACKWELL, PRIDDY, LAYMAN, WADZINSKI, "AYES". KLITZING ABSTAINS. THE NOMINATION FOR MICHEL KLITZING CARRIES.**

**BLACKWELL NOMINATED HIMSELF TO SERVE AS THE VICECHAIR. MALCOLM SECONDS THE MOTION. LADYMAN NOMINATED LES WADZINSKI TO SERVE AS THE VICE CHAIR. PRIDDY SECONDS THE MOTION. BLACKWELL RECUSES HIS NOMINATION. MCCLURE, BLACKWELL, PRIDDY, LADYMAN, KLITZING, "AYES". WADZINSKI ABSTAINS. THE NOMINATION FOR LES WADZINSKI AS VICE CHAIR CARRIES.**

**WADZINSKI NOMINATED DEBBIE LADYMAN TO SERVE AS THE TREASURER. MCCLURE SECONDS THE MOTION. MCCLURE, BLACKWELL, PRIDDY, WADZINSKI, KLITZING, "AYES". LADYMAN ABSTAINS. THE NOMINATION FOR DEBBIE LADYMAN AS TREASURER CARRIES.**

IX. New business/correspondence for Future Agenda (MK)

Next Board Meeting: March 28<sup>th</sup>, 2024

X. Adjournment (MK)

**WADZINSKI MOTIONED TO ADJOURN THE MEETING AT 7:46 PM. BLACKWELL SECONDS THE MOTION. MOTION CARRIED.**

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | Adam Casey  |
| <b>Action Requested</b>     | Discussion  |
| <b>Item/Subject</b>         | 2024 Independence Day Fireworks<br>Contract: Approval |
| <b>Dollar Amount</b>        | \$10,000  |
| <b>Meeting Date</b>         | <b>March 28th, 2024</b>                               |
| <b>Summary</b>              | Review and approve the 2024 Fireworks Agreement.      |
| <b>Staff Recommendation</b> | Approve 2023 Fireworks Agreement.                     |



**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 2024 LAKE LEMON SHOOT                                     | 10,000.00\$ 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**  
**Board Meeting Agenda Item**

|                          |  |
|--------------------------|--|
| <b>Presenter</b>         | <b>Adam Casey, District Manager</b>                        |
| <b>Action Requested</b>  | Approval   |
| <b>Item/Subject</b>      | 2024 Board Conflict of Interest                            |
| <b>Dollar Amount</b>     | N/A  |
| <b>Meeting Date</b>      | March 28th, 2024   |
| <b>Summary</b>           | Review and sign the 2024 Board Conflict of Interest forms. |
| <b>Board Requirement</b> | Sign the 2024 Board Conflict of Interest forms.            |

## **LAKE LEMON CONSERVANCY DISTRICT**

### **2024 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**

\_\_\_\_\_  
MICHAEL KLITZING, CHAIRMAN

\_\_\_\_\_  
ADAM CASEY, MANAGER

\_\_\_\_\_  
LES WADZINZKI, VICE-CHAIR

\_\_\_\_\_  
MARCH 28, 2024

DATE

\_\_\_\_\_  
DEBRA LADYMAN, TREASURER

\_\_\_\_\_  
BRET HUBER, Sub-Area III

\_\_\_\_\_  
STEVEN PRIDDY, Sub-Area IV

\_\_\_\_\_  
MALCOLM MCCLURE, Sub-Area V

\_\_\_\_\_  
MICHAEL BLACKWELL, Sub-Area VII

### **IC 35-41-1-3.2**

#### **"Agency"**

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

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

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

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

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

### **IC 35-41-1-12**

#### **"Governmental entity" defined**

Sec. 12. "Governmental entity" means:

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

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

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

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

### **IC 35-41-1-24**

#### **"Public servant"**

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

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

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

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

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

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

### **IC 35-44-1-3**

#### **Conflict of interest**

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

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

(A) The spouse of a public servant.

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

(i) unemancipated; and

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

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

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

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

(A) the public servant; or

(B) a dependent of the public servant who:

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

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

(b) A public servant who knowingly or intentionally:

(1) has a pecuniary interest in; or

(2) derives a profit from;

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

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

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

(A) services provided as a public servant; or

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

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

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

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

(4) The public servant:

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

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

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

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

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

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

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

governmental entity unrelated to the contract or purchase;

(B) appointed by an elected public servant;

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

(D) elected; or

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

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

(d) A disclosure must:

(1) be in writing;

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

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

(4) be affirmed under penalty of perjury;

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

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

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

(A) the state board of accounts; and

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

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

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

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

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | <b>Adam Casey, District Manager</b>                                 |
| <b>Action Requested</b>     | <b>Review</b>   |
| <b>Item/Subject</b>         | <b>2024 Vegetation Control Contract Extension</b>                   |
| <b>Dollar Amount</b>        | Not to Exceed \$50,000.00   |
| <b>Meeting Date</b>         | March 28th, <b>2024</b>   |
| <b>Summary</b>              | Vegetation control contract extension for 2024 with Aquatic Control |
| <b>Staff Recommendation</b> | Approval of Contract  |

**OPERATING AGREEMENT**  
**LLCD AQUATIC VEGETATION CONTROL**

THIS AGREEMENT is entered into this 23rd day of February, 2023, by and between the Lake Lemon Conservancy District (“LLCD”) and Aquatic Control, Inc. (“Independent Contractor“). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. The LLCD maintains Lake Lemon, which is owned by the City of Bloomington (“CBU”) and leased to the LLCD, which lake requires continual upkeep and maintenance (hereinafter “Project”). The LLCD hereby retains Independent Contractor and Independent Contractor agrees to provide operating services, specifically including the treatment of submersed vegetation, American Lotus, and Spatterdock in Lake Lemon during the 2023 season on a schedule and as more specifically set forth on the Estimate for Services, attached hereto and by reference made a part hereof and marked as Exhibit “A.”

2. Term. The Term shall be from March 1, 2023 to December 31, 2023.

3. Termination and Extension. Either party may terminate this Agreement by giving a five (5) day notice to the other party. This Agreement may be extended for additional one (1) year periods for a cumulative total of three (3) years upon the giving of written notice by LLCD at least sixty (60) days prior to the termination of the Agreement or any extensions thereof and so long as Independent Contractor maintains the same cost for services from year to year.

4. Payment for Services. For the entire contract term, LLCD shall pay Independent Contractor an estimated amount of Fifty Thousand Dollars (\$50,000.00), which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the Project. The charges invoiced by Independent Contractor shall be in accordance with the Custom Vegetation Management Program, as provided in Exhibit A for the actual acreage treated by Independent Contractor.

5. Reimbursement for Materials. If materials, in addition to those customarily provided by the Independent Contractor in conjunction with its work are required, LLCD shall reimburse Independent Contractor for such materials, so long as LLCD has approved such purchases in advance and provided its tax exemption number for such purchases.

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

7. Insurance. Independent Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence. The LLC and CBU shall be included as additional named-insureds on the policy and Independent Contractor shall provide proof of insurance to LLC.

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

9. Tax Liability. Independent 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 Independent 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.

11. Assignment. The Independent Contractor's obligations under this Agreement 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 LLCD and Independent 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:**

**Independent Contractor:**

By: \_\_\_\_\_

By: Adam Casey  
Its: District Manager

\_\_\_\_\_

Aquatic Control, Inc.  
By: Leif Willey  
Its: Program manager

Prepared by:  
Angela F. Parker, Attorney-at-Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 West 7th Street, Ste. 104, P. O. Box 2639  
Bloomington, IN 47402-2639

VEGETATION MANAGEMENT

LAKE SURVEYS

FISH MANAGEMENT



Phone 812-497-2410

Fax 812-497-2460

PROFESSIONAL CONSULTANTS

FOUNTAINS

AERATION SYSTEMS

Proposal No.: 345987

Created : 01/30/2023

Company ID : 1026

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

812-334-0233  
315-486-3413

Invoices will be mailed to:  
Lake Lemon Conservancy District  
7599 North Tunnel Road  
Unionville, IN 47468

We hereby submit specifications and costs for a **Custom Vegetation Management Program.**

**Program Specifications:**

Aquatic Control, Inc. will provide licensed aquatic applicators and equipment to complete the treatment of submersed vegetation, American lotus, and spatterdock in Lake Lemon during the 2023 season at a per acre cost as listed below. In addition, Aquatic Control or Lake Lemon representatives may complete an initial plant survey of the lake in order to determine treatment areas. Per acre treatment cost includes registered aquatic herbicides, certified aquatic applicators, initial mapping to determine treatment areas, and a guarantee of 90% control of vegetation present at the time of application. If 90% control of target species is not achieved within 14 days of application an evaluation of control and retreatment will be made by Aquatic Control at no additional charge. Regrowth of submersed vegetation may occur following treatment. Additional treatments of this vegetation will incur additional charges. For invasive Eurasian watermilfoil, ProcettaCOR EC will be used on all milfoil treatment areas.

American Lotus and Spatterdock Application Cost: \$410.00/acre and includes an initial treatment along with a touch-up treatment 2-3 weeks later.

Aquathol/Reward/Clipper Submersed Vegetation Application Charge: <10.0 acres - \$625.00/acre; 10.0 -20.0 acres - \$575/acre; >20.0 acres - \$500/acre

ProcettaCOR EC or Renovate 3 systemic, selective Milfoil Control <10.0 acres-\$650/acre; >10.0 acres-\$570/acre.

**Special Terms: Client will only be billed for the corresponding number of acres per each treatment type.**

**Restrictions: May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used with a maximum of 24 hours on swimming, 14 days for livestock watering, 14 days for domestic use, and 30 days irrigation. Water use restrictions for your lake will be posted on or before the day of treatment, unless other notification arrangements have been made.**

Options and/or special terms included in this contract /proposal are as follows:

|   |   |
|---|---|
| PROGRAM COST: \$50,000.00 ( \$50,000.00 plus \$0.00 sales tax ) | Nontaxable <input type="checkbox"/> Tax Rate 0.000% |
|---|---|

**Notes and Precautions:**

May require suspension of use of treated water for domestic use, swimming, irrigation, and livestock watering. Restrictions vary with the herbicide used with a maximum of 24 hours on swimming, 14 days for livestock watering, 14 days for domestic use, and 30 days irrigation. Water use restrictions for your lake will be posted on the day of treatment, unless other notification arrangements have been made.

**Terms:**

This contract is for the complete program as described in the above specifications and options sections, with material cost prorated over the entire contract period. Payment will be according to the payment option chosen. Overdue accounts shall accrue interest at an annual interest rate of 18%. Aquatic Control shall be entitled to collect its attorney fees incurred in the collection of any balance due here under. By signing below, you hereby agree and accept the above prices, specifications, conditions, and terms and authorize Aquatic Control to do the work as specified. Additionally, the undersigned warrants that the undersigned is authorized to sign and accept this proposal on behalf of Lake Lemon Conservancy District and will indemnify and hold Aquatic Control harmless from third party claims for trespass, nuisance, or any other challenge to Aquatic Control's authority to perform the work provided for herein.

Authorized Signature: Leif Willey

***Acceptance of Proposal***

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated on the back of this document.

*Authorized Signature:* \_\_\_\_\_

Date: \_\_\_\_\_ *Printed:* \_\_\_\_\_

**(Fill in Payment Information on back.)**

**Please sign, date, and return to**

**Aquatic Control, Inc., 418 W. State Road 258, Seymour, IN 47274**

Payment Options (Please check choice)

- Net 30

I will receive an invoice after the service is performed and will manually pay from that invoice within 30 days of the invoice date.

**EXTENSION AGREEMENT**  
**LLCD VEGETATION CONTROL**

This Extension Agreement is entered into by and between Aquatic Control Inc. (“INDEPENDENT CONTRACTOR”) and the LAKE LEMON CONSERVANCY DISTRICT (“LLCD”) this 28<sup>nd</sup> day of March, 2024. The parties agree as follows:

1. Pursuant to Section 3 of the OPERATING AGREEMENT: LLCD Aquatic Vegetation Control (“Agreement”) between the parties, dated February 23, 2023, the Agreement may be renewed under the same terms and conditions for successive one (1) year periods for a cumulative total of Three (3) years, so long as INDEPENDENT CONTRACTOR maintains the same cost for services from year to year, by LLCD giving notice of renewal, in writing, to INDEPENDENT CONTRACTOR. By this Extension Agreement, notice of renewal is herein provided by LLCD and accepted by INDEPENDENT CONTRACTOR and the AGREEMENT is hereby extended for a one (1) year term to commence on April 1, 2024 and end on December 31, 2024, except if terminated as provided by the Agreement.
2. Payment for Services: For the entire extension agreement term, LLCD shall pay INDPENEDENT CONTRACTOR an estimated amount of Fifty Thousand Dollars (\$50,00.00) for services, which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a per treatment basis, for the duration of the project.
3. All terms and conditions of original Operating Agreement: LLCD Mowing, dated February 23, 2023 remain in full force and effect except as amended herein.

So Agreed on the date first written above.

LAKE LEMON CONSERVANCY DISTRICT

INDEPENDENT CONTRACTOR

\_\_\_\_\_  
Adam Casey, Lake Manager  
Lake Lemon Conservancy District

\_\_\_\_\_  
Nathan Long, Executive Vice President  
Aquatic Control Inc.

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |  |
|-----------------------------|--|
| <b>Presenter</b>            | <b>Adam Casey, District Manager</b>                    |
| <b>Action Requested</b>     | Approval   |
| <b>Item/Subject</b>         | 2024 Mowing Contract Extension                         |
| <b>Dollar Amount</b>        | \$10,860.00  |
| <b>Meeting Date</b>         | March 28th, 2024                                       |
| <b>Summary</b>              | Review and approve the 2024 Mowing Contract Extension. |
| <b>Staff Recommendation</b> | Approve 2024 Mowing Contract.                          |

**OPERATING AGREEMENT**  
**LLCD MOWING**

THIS AGREEMENT is entered into this 23rd day of February 2023, by and between the Lake Lemon Conservancy District (“LLCD”) and N Anderson Excavating and Lawn Care LLC. (“Independent Contractor“). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. The LLCD maintains real estate owned by the City of Bloomington (“CBU”) and leased to the LLCD, which real estate requires continual upkeep and maintenance (hereinafter “Project”). The LLCD hereby retains Independent Contractor and Independent Contractor agrees to provide operating services, specifically including professional mowing services on and around the real estate maintained by LLCD on a schedule and as more specifically set forth in the General Specifications For Contract Mowing, attached hereto and by reference made a part hereof and marked as Exhibit “A.”

2. Term. The Term shall be from April 1, 2023 to November 30, 2023.

3. Termination and Extension. Either party may terminate this Agreement by giving a five (5) day notice to the other party. This Agreement may be extended for additional one ((1) year periods for a cumulative total of four (4) years upon the giving of written notice by LLCD and so long as Independent Contractor maintains the same cost for services from year to year.

4. Payment for Services. For the entire contract term, LLCD shall pay Independent Contractor a total of 10,860.00 (\$) for services, which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the Project.

5. Reimbursement for Materials. If materials, in addition to those customarily provided by the professional mowing service in conjunction with its work are required, LLCD shall reimburse Independent Contractor for such materials, so long as LLCD has approved such purchases in advance and provided its tax exemption number for such purchases.

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

7. Insurance. Independent Contractor shall maintain appropriate commercial general liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence. The LLCD and CBU shall be included as additional named-insureds on the policy and Independent Contractor shall provide proof of insurance.

8. Liability. The LLCD and Independent Contractor acknowledge and agree that the services to be performed by Independent 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 Independent Contractor’s performance of services under this Agreement. Independent Contractor agrees to indemnify and hold harmless the LLCD and

CBU 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 Independent Contractor's services provided under this Agreement, which includes but is not limited to claims for workers' compensation coverage. It is further agreed that Independent 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. Independent 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 Independent 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.

11. Assignment. The Independent 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, 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 Independent 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:**

**Independent Contractor:**

By: \_\_\_\_\_

\_\_\_\_\_

By: Adam Casey  
Its: District Manager

Prepared by:  
Angela F. Parker, Attorney-at-Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 West 7th Street, Ste. 104, P. O. Box 2639  
Bloomington, IN 47402-2639

# Exhibit A

## GENERAL SPECIFICATIONS FOR CONTRACT MOWING

### PARK

1. Grass will be kept at a height of 4".
2. All trash and debris will be removed from area prior to mowing.
3. Any objects that may be thrown by mowing equipment are to be removed from the area prior to mowing
4. All areas adjacent to sidewalks/roadways shall be swept of any grass clippings or debris (e.g. use of leaf or grass blower)
5. Areas are to be trimmed neatly without damage to trees or amenities.
6. The mowing contract shall begin on Saturday, April 1, 2023 and conclude Thursday, November 30, 2023.
7. Times of day for mowing shall be from sunrise to sundown Monday through Friday.
8. Estimate 18-22 mowing visits per season for Riddle Point Park mowing.

### AREAS TO BE MOWED

1. Riddle Point Park: Mow one time per week during spring time and as grass slows down every 10 days or so as needed.
2. Both sides of Spillway and Spillway parking lot: 2 times per year.
3. Dam and Dam Access road: 2 times per year.
4. Field between Dam and Spillway: 1 time per year.
5. Alternate site (North Shore) service road: 2 times per year.
6. Wooded area south of maintenance barn in Riddle Point Park: 2 times per year.
7. One natural areas in Riddle Point Park: 1 time per year.
8. Walking path in natural area to park bench: Same schedule as Riddle Point Park

### INSURANCE REQUIREMENTS

1. Provide the Lake Lemon Conservancy District with a Certificate of Insurance showing \$2,000,000.00 bodily injury and property damage limit including personal injury and products and completed operations.
2. Add the Lake Lemon Conservancy District and the City of Bloomington Utilities Department as an additional insured as their interest may appear.

Questions concerning the operation specifications should be referred to:

Adam Casey, LLC Manager, 812-334-0233

**EXTENSION AGREEMENT**  
**LLCD MOWING**

This Extension Agreement is entered into by and between N. Anderson Excavating & Lawn Care LLC. (“INDEPENDENT CONTRACTOR”) and the LAKE LEMON CONSERVANCY DISTRICT (“LLCD”) this 28<sup>th</sup> day of March, 2024. The parties agree as follows:

1. Pursuant to Section 3 of the OPERATING AGREEMENT: LLCD MOWING (“Agreement”) between the parties, dated February 23, 2023, the Agreement may be renewed under the same terms and conditions for successive one (1) year periods for a cumulative total of four (4) years, so long as INDEPENDENT CONTRACTOR maintains the same cost for services from year to year, by LLCD giving notice of renewal, in writing, to INDEPENDENT CONTRACTOR. By this Extension Agreement, notice of renewal is herein provided by LLCD and accepted by INDEPENDENT CONTRACTOR and the AGREEMENT is hereby extended for a one (1) year term to commence on April 1, 2018 and end on December 1, 2018, except if terminated as provided by the Agreement.
2. Payment for Services: For the entire extension agreement term, LLCD shall pay INDPENEDENT CONTRACTOR a total of Ten Thousand Eight Five Hundred Sixty Dollars Zero Cents (\$10,860.00) for services, which payments will be made as satisfactory services are provided to LLCD and invoiced to the LLCD on a monthly basis for the duration of the project.
3. All terms and conditions of the original Operating Agreement: LLCD Mowing, dated February 23, 2024 remain in full force and effect except as amended herein.

So Agreed on the date first written above.

LAKE LEMON CONSERVANCY DISTRICT

INDEPENDENT CONTRACTOR

\_\_\_\_\_  
Adam Casey, District Manager  
Lake Lemon Conservancy District

\_\_\_\_\_  
Nathan Anderson  
N. Anderson Excavating & Lawn Care LLC.

Prepared by:  
Angela F. Parker, Attorney-at-Law  
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.  
400 West 7th Street, Ste. 104, P. O. Box 2639  
Bloomington, IN 47402-2639

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | <b>Debbie Ladyman, Treasurer</b>  |
| <b>Action Requested</b>     | <b>Review</b>   |
| <b>Item/Subject</b>         | February <b>Financial Update</b>  |
| <b>Dollar Amount</b>        | <b>N/A</b>  |
| <b>Meeting Date</b>         | March 28th, 2024  |
| <b>Summary</b>              | <b>Financial reports showing end of February 2024 Balance Sheet, Income, Expense, 2023 comparison, and reconciliation data.</b> |
| <b>Staff Recommendation</b> | <b>N/A</b>  |

# Lake Lemon Conservancy District

Financial Statement

For Period Ending

February 1, 2024 Through February 29, 2024

(Unaudited)

Watkins Accounting

113 E. 19th Street  
Bloomington, IN47408

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of February 29, 2024

Cash Basis

|  | Feb 29, 24          |
|--|---------------------|
| <b>ASSETS</b>                                      |                     |
| <b>Current Assets</b>                              |                     |
| <b>Checking/Savings</b>                            |                     |
| 1000 · Peoples State Bank - General                |                     |
| 1001 · Peoples St Bank - Cum. Conserv              |                     |
| 1002 · First Internet Bank                         | 75,883.70           |
| 1001 · Peoples St Bank - Cum. Conserv - Other      | 26,229.02           |
|  |                     |
| <b>Total 1001 · Peoples St Bank - Cum. Conserv</b> | 102,112.72          |
| 1000 · Peoples State Bank - General - Other        | 223,735.96          |
|  |                     |
| <b>Total 1000 · Peoples State Bank - General</b>   | 325,848.68          |
| 1010 · Petty Cash                                  | 100.00              |
| 1020 · Change Fund                                 | 200.00              |
| 1040 · CD's Cumulative Maint Fund                  | 10,765.10           |
| 1050 · Savings Account                             | 879,205.95          |
| 1080 · Construction Account                        | 268,007.60          |
|  |                     |
| <b>Total Checking/Savings</b>                      | 1,484,127.33        |
|  |                     |
| <b>Total Current Assets</b>                        | 1,484,127.33        |
| <b>Fixed Assets</b>                                |                     |
| 1500 · Land @ South Shore Dr                       | 102,755.00          |
| 1510 · Trucks                                      | 132,761.25          |
| 1520 · Other Asset                                 | 12,093.11           |
| 1550 · Boats                                       | 367,250.00          |
| 1680 · Other Fixed Assets                          | 123,581.79          |
|  |                     |
| <b>Total Fixed Assets</b>                          | 738,441.15          |
|  |                     |
| <b>TOTAL ASSETS</b>                                | <b>2,222,568.48</b> |
| <b>LIABILITIES &amp; EQUITY</b>                    |                     |
| <b>Liabilities</b>                                 |                     |
| <b>Current Liabilities</b>                         |                     |
| <b>Other Current Liabilities</b>                   |                     |
| 2010 · FICA & Federal Taxes Payable                | 1,593.66            |
| 2020 · State & Co. Withholding Payable             | 946.53              |
|  |                     |
| <b>Total Other Current Liabilities</b>             | 2,540.19            |
|  |                     |
| <b>Total Current Liabilities</b>                   | 2,540.19            |
| <b>Long Term Liabilities</b>                       |                     |
| 2810 · Bond Payable                                | 1,035,000.00        |
|  |                     |
| <b>Total Long Term Liabilities</b>                 | 1,035,000.00        |
|  |                     |
| <b>Total Liabilities</b>                           | 1,037,540.19        |
| <b>Equity</b>                                      |                     |
| 3000 · Opening Balance Equity                      | 101,373.66          |
| 3040 · General Fund                                | 387,214.77          |
| 3060 · Cumulative Maintenance Fund                 | 101,942.92          |
| 3200 · Retained Earnings                           | 585,729.20          |
| Net Income   | 8,767.74            |
|  |                     |
| <b>Total Equity</b>                                | 1,185,028.29        |
|  |                     |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>              | <b>2,222,568.48</b> |

LAKE LEMON CONSERVANCY

Profit & Loss

February 2024

Cash Basis

---

|                                  | <u>Feb 24</u>    |
|----------------------------------|------------------|
| <b>Income</b>                    |                  |
| 4020 · Marina & Club Fees        | 1,400.00         |
| 4030 · Sublease & Access Fees    | 26,460.26        |
| 4060 · Interest                  | 2,305.22         |
| 4070 · Grants & Donations        | 16.10            |
| 4080 · Fishing Tournament        | 200.00           |
| 4090 · Park Reservations         | 2,000.00         |
| 4095 · Special Events            | 5,951.00         |
| 4120 · Other Income              | 33,200.00        |
|                                  | <hr/>            |
| <b>Total Income</b>              | 71,532.58        |
| <b>Expense</b>                   |                  |
| 6000 · Manager                   | 6,153.84         |
| 6001 · Operations Supervisor     | 4,415.06         |
| 6025 · Merchant Fees             | 53.83            |
| 6030 · Retirement                | 1,725.84         |
| 6040 · Health Insurance          | 1,454.38         |
| 6170 · Miscellaneous-Other       | 5.00             |
| 6200 · Regular Gas               | 2,706.30         |
| 6300 · Accounting Services       | 1,350.00         |
| 6370 · Phone, LDT, Pager, E-Mail | 363.95           |
| 6410 · Subscriptions             | 49.88            |
| 6430 · Ads                       | 65.96            |
| 6441 · Event Planning            | 65.68            |
| 6460 · Electric                  | 492.00           |
| 6470 · Water                     | 188.74           |
| 6480 · Trash                     | 32.78            |
| 6490 · Port-O-Lets               | 97.25            |
| 6541 · Equipment Maintenance     | 543.95           |
|                                  | <hr/>            |
| <b>Total Expense</b>             | 19,764.44        |
|                                  | <hr/>            |
| <b>Net Income</b>                | <b>51,768.14</b> |

---

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Prev Year Comparison**  
**January through February 2024**

Cash Basis

|  | Jan - Feb 24     | Jan - Feb 23      | \$ Change         | % Change      |
|--|------------------|-------------------|-------------------|---------------|
| <b>Income</b>                          |                  |                   |                   |               |
| 4000 · Watercraft Permits              | 100.00           | 0.00              | 100.00            | 100.0%        |
| 4020 · Marina & Club Fees              | 1,400.00         | 1,950.00          | -550.00           | -28.2%        |
| 4030 · Sublease & Access Fees          | 26,920.26        | 23,960.34         | 2,959.92          | 12.4%         |
| 4060 · Interest                        | 4,915.14         | 0.00              | 4,915.14          | 100.0%        |
| 4070 · Grants & Donations              | 16.10            | 22.75             | -6.65             | -29.2%        |
| 4080 · Fishing Tournament              | 2,000.00         | 810.00            | 1,190.00          | 146.9%        |
| 4090 · Park Reservations               | 2,690.00         | 6,958.65          | -4,268.65         | -61.3%        |
| 4095 · Special Events                  | 8,698.00         | 0.00              | 8,698.00          | 100.0%        |
| 4120 · Other Income                    | 33,200.00        | 2,371.00          | 30,829.00         | 1,300.3%      |
| <b>Total Income</b>                    | <b>79,939.50</b> | <b>36,072.74</b>  | <b>43,866.76</b>  | <b>121.6%</b> |
| <b>Expense</b>                         |                  |                   |                   |               |
| 6000 · Manager                         | 12,307.68        | 12,615.40         | -307.72           | -2.4%         |
| 6001 · Operations Supervisor           | 9,030.44         | 9,399.03          | -368.59           | -3.9%         |
| 6010 · FICA                            | 817.38           | 1,696.21          | -878.83           | -51.8%        |
| 6020 · State Unemployment Tax          | 2.42             | 22.96             | -20.54            | -89.5%        |
| 6025 · Merchant Fees                   | 206.63           | 206.61            | 0.02              | 0.0%          |
| 6030 · Retirement                      | 4,668.57         | 4,012.09          | 656.48            | 16.4%         |
| 6040 · Health Insurance                | 2,908.76         | -638.63           | 3,547.39          | 555.5%        |
| 6070 · Gate Attendant                  | 104.00           | 60.00             | 44.00             | 73.3%         |
| 6080 · Seasonal Labor                  | 0.00             | 1,491.38          | -1,491.38         | -100.0%       |
| 6120 · Season & Launch Permits         | 1,928.99         | 0.00              | 1,928.99          | 100.0%        |
| 6160 · Printer, Copier & Computer Supp | 0.00             | 18.00             | -18.00            | -100.0%       |
| 6170 · Miscellaneous-Other             | 10.00            | 0.00              | 10.00             | 100.0%        |
| 6180 · Postage                         | 132.00           | 0.00              | 132.00            | 100.0%        |
| 6190 · General Business Supplies       | 71.95            | 13.31             | 58.64             | 440.6%        |
| 6200 · Regular Gas                     | 2,706.30         | 0.00              | 2,706.30          | 100.0%        |
| 6240 · Building & Grounds              | 17.63            | 264.62            | -246.99           | -93.3%        |
| 6250 · Boat/Weed Harvester/Truck       | 0.00             | 65.98             | -65.98            | -100.0%       |
| 6251 · Dredging Supplies               | 0.00             | 52.90             | -52.90            | -100.0%       |
| 6300 · Accounting Services             | 1,350.00         | 900.00            | 450.00            | 50.0%         |
| 6320 · Attorney                        | 0.00             | 200.00            | -200.00           | -100.0%       |
| 6330 · Consulting Engineer             | 2,898.75         | 3,835.00          | -936.25           | -24.4%        |
| 6370 · Phone, LDT, Pager, E-Mail       | 720.40           | 629.26            | 91.14             | 14.5%         |
| 6410 · Subscriptions                   | 99.76            | 137.70            | -37.94            | -27.6%        |
| 6430 · Ads                             | 226.44           | 59.53             | 166.91            | 280.4%        |
| 6440 · Other                           | 166.68           | 324.00            | -157.32           | -48.6%        |
| 6441 · Event Planning                  | 1,207.98         | 2,294.30          | -1,086.32         | -47.4%        |
| 6450 · Insurance                       | 20,348.00        | 19,827.00         | 521.00            | 2.6%          |
| 6460 · Electric                        | 1,009.00         | 1,157.00          | -148.00           | -12.8%        |
| 6470 · Water                           | 188.74           | 242.51            | -53.77            | -22.2%        |
| 6480 · Trash                           | 65.74            | 154.23            | -88.49            | -57.4%        |
| 6490 · Port-O-Lets                     | 194.50           | 381.00            | -186.50           | -49.0%        |
| 6510 · Building & Grounds Expense      | 735.00           | 0.00              | 735.00            | 100.0%        |
| 6541 · Dredging Equipment Maintenance  | 543.95           | 0.00              | 543.95            | 100.0%        |
| 6560 · Water Testing                   | 5,095.75         | 0.00              | 5,095.75          | 100.0%        |
| 6630 · Spillway Repairs                | 184.20           | 0.00              | 184.20            | 100.0%        |
| 6661 · Disposal Site Preparation       | 384.19           | 1,000.00          | -615.81           | -61.6%        |
| 6700 · Computer Equipment              | 839.93           | 0.00              | 839.93            | 100.0%        |
| 6750 · Sediment Mitigation             | 0.00             | 21,797.10         | -21,797.10        | -100.0%       |
| <b>Total Expense</b>                   | <b>71,171.76</b> | <b>82,218.49</b>  | <b>-11,046.73</b> | <b>-13.4%</b> |
| <b>Net Income</b>                      | <b>8,767.74</b>  | <b>-46,145.75</b> | <b>54,913.49</b>  | <b>119.0%</b> |

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through February 2024

Cash Basis

|   | Jan - Feb 24     | Budget              | \$ Over Budget       | % of Budget |
|---|------------------|---------------------|----------------------|-------------|
| <b>Income</b>                           |                  |                     |                      |             |
| 4000 · Watercraft Permits               | 100.00           | 140,000.00          | -139,900.00          | 0.1%        |
| 4010 · Launch Fees                      | 0.00             | 28,000.00           | -28,000.00           | 0.0%        |
| 4015 · Wakeboard Fee                    | 0.00             | 5,000.00            | -5,000.00            | 0.0%        |
| 4020 · Marina & Club Fees               | 1,400.00         | 15,000.00           | -13,600.00           | 9.3%        |
| 4030 · Sublease & Access Fees           | 26,920.26        | 42,000.00           | -15,079.74           | 64.1%       |
| 4040 · Property Tax - Brown Co.         | 0.00             | 106,250.00          | -106,250.00          | 0.0%        |
| 4045 · SBT Hydraulic Assessment-BC      | 0.00             | 106,250.00          | -106,250.00          | 0.0%        |
| 4050 · Property Tax -Monroe Co.         | 0.00             | 318,750.00          | -318,750.00          | 0.0%        |
| 4055 · SBT Hydraulic Assessment-MC      | 0.00             | 318,750.00          | -318,750.00          | 0.0%        |
| 4060 · Interest                         | 4,915.14         | 250.00              | 4,665.14             | 1,966.1%    |
| 4070 · Grants & Donations               | 16.10            | 12,000.00           | -11,983.90           | 0.1%        |
| 4071 · Community Foundation             | 0.00             | 0.00                | 0.00                 | 0.0%        |
| 4080 · Fishing Tournament               | 2,000.00         | 1,500.00            | 500.00               | 133.3%      |
| 4090 · Park Reservations                | 2,690.00         | 4,000.00            | -1,310.00            | 67.3%       |
| 4095 · Special Events                   | 8,698.00         | 90,000.00           | -81,302.00           | 9.7%        |
| 4100 · Park Admission Fees              | 0.00             | 72,000.00           | -72,000.00           | 0.0%        |
| 4105 · Park Admission Fees Annual @\$80 | 0.00             | 9,000.00            | -9,000.00            | 0.0%        |
| 4110 · Concessions                      | 0.00             | 500.00              | -500.00              | 0.0%        |
| 4120 · Other Income                     | 33,200.00        | 0.00                | 33,200.00            | 100.0%      |
| 4130 · Dredging/Rip-Rap Income          | 0.00             | 0.00                | 0.00                 | 0.0%        |
| 4140 · Dredging Loan Proceeds           | 0.00             | 0.00                | 0.00                 | 0.0%        |
| <b>Total Income</b>                     | <b>79,939.50</b> | <b>1,269,250.00</b> | <b>-1,189,310.50</b> | <b>6.3%</b> |
| <b>Expense</b>                          |                  |                     |                      |             |
| 2001 · Park Capital Improvement Fund    | 0.00             | 50,000.00           | -50,000.00           | 0.0%        |
| 6000 · Manager                          | 12,307.68        | 80,000.00           | -67,692.32           | 15.4%       |
| 6001 · Operations Supervisor            | 9,030.44         | 60,000.00           | -50,969.56           | 15.1%       |
| 6002 · Equipment Operations Supervisor  | 0.00             | 0.00                | 0.00                 | 0.0%        |
| 6010 · FICA                             | 817.38           | 15,600.00           | -14,782.62           | 5.2%        |
| 6020 · State Unemployment Tax           | 2.42             | 800.00              | -797.58              | 0.3%        |
| 6025 · Merchant Fees                    | 206.63           | 200.00              | 6.63                 | 103.3%      |
| 6030 · Retirement                       | 4,668.57         | 19,880.00           | -15,211.43           | 23.5%       |
| 6040 · Health Insurance                 | 2,908.76         | 18,000.00           | -15,091.24           | 16.2%       |
| 6050 · Life Insurance                   | 0.00             | 400.00              | -400.00              | 0.0%        |
| 6070 · Gate Attendant                   | 104.00           | 28,262.00           | -28,158.00           | 0.4%        |
| 6080 · Seasonal Labor                   | 0.00             | 24,000.00           | -24,000.00           | 0.0%        |
| 6100 · Lake Patrol                      | 0.00             | 3,000.00            | -3,000.00            | 0.0%        |
| 6112 · Dredger (Other)                  | 0.00             | 5,280.00            | -5,280.00            | 0.0%        |
| 6114 · Assistant Dredger (Other)        | 0.00             | 3,040.00            | -3,040.00            | 0.0%        |
| 6120 · Season & Launch Permits          | 1,928.99         | 2,250.00            | -321.01              | 85.7%       |
| 6130 · Daily Permits                    | 0.00             | 300.00              | -300.00              | 0.0%        |
| 6140 · Receipt/Tickets Books            | 0.00             | 430.00              | -430.00              | 0.0%        |
| 6150 · Checks                           | 0.00             | 430.00              | -430.00              | 0.0%        |
| 6160 · Printer, Copier & Computer Supp  | 0.00             | 600.00              | -600.00              | 0.0%        |
| 6170 · Miscellaneous-Other              | 10.00            | 500.00              | -490.00              | 2.0%        |

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through February 2024

Cash Basis

|                                       | Jan - Feb 24 | Budget    | \$ Over Budget | % of Budget |
|---------------------------------------|--------------|-----------|----------------|-------------|
| 6180 · Postage                        | 132.00       | 600.00    | -468.00        | 22.0%       |
| 6185 · Receipt Books                  | 0.00         | 200.00    | -200.00        | 0.0%        |
| 6190 · General Business Supplies      | 71.95        | 1,200.00  | -1,128.05      | 6.0%        |
| 6200 · Regular Gas                    | 2,706.30     | 6,500.00  | -3,793.70      | 41.6%       |
| 6210 · Diesel                         | 0.00         | 3,000.00  | -3,000.00      | 0.0%        |
| 6220 · Janitorial Supplies            | 0.00         | 2,000.00  | -2,000.00      | 0.0%        |
| 6240 · Building & Grounds             | 17.63        | 6,500.00  | -6,482.37      | 0.3%        |
| 6250 · Boat/Weed Harvester/Truck      | 0.00         | 1,500.00  | -1,500.00      | 0.0%        |
| 6251 · Dredging Supplies              | 0.00         | 5,000.00  | -5,000.00      | 0.0%        |
| 6252 · Rip Rap/Erosion Control        | 0.00         | 10,000.00 | -10,000.00     | 0.0%        |
| 6260 · Uniforms                       | 0.00         | 600.00    | -600.00        | 0.0%        |
| 6280 · Radio/Communication Equipment  | 0.00         | 1,500.00  | -1,500.00      | 0.0%        |
| 6290 · Signs & Nautical Markers       | 0.00         | 5,500.00  | -5,500.00      | 0.0%        |
| 6300 · Accounting Services            | 1,350.00     | 6,000.00  | -4,650.00      | 22.5%       |
| 6310 · Grass                          | 0.00         | 14,000.00 | -14,000.00     | 0.0%        |
| 6315 · Office Cleaning Service        | 0.00         | 2,000.00  | -2,000.00      | 0.0%        |
| 6320 · Attorney                       | 0.00         | 6,000.00  | -6,000.00      | 0.0%        |
| 6330 · Consulting Engineer            | 2,898.75     | 30,000.00 | -27,101.25     | 9.7%        |
| 6345 · Professional Development       | 0.00         | 1,500.00  | -1,500.00      | 0.0%        |
| 6350 · Other Prof/Secretarial Service | 0.00         | 1,000.00  | -1,000.00      | 0.0%        |
| 6370 · Phone, LDT, Pager, E-Mail      | 720.40       | 4,500.00  | -3,779.60      | 16.0%       |
| 6390 · Hotel                          | 0.00         | 600.00    | -600.00        | 0.0%        |
| 6400 · Meals                          | 0.00         | 500.00    | -500.00        | 0.0%        |
| 6410 · Subscriptions                  | 99.76        | 2,100.00  | -2,000.24      | 4.8%        |
| 6430 · Ads                            | 226.44       | 250.00    | -23.56         | 90.6%       |
| 6440 · Other                          | 166.68       | 250.00    | -83.32         | 66.7%       |
| 6441 · Event Planning                 | 1,207.98     | 20,000.00 | -18,792.02     | 6.0%        |
| 6450 · Insurance                      | 20,348.00    | 58,000.00 | -37,652.00     | 35.1%       |
| 6460 · Electric                       | 1,009.00     | 6,000.00  | -4,991.00      | 16.8%       |
| 6470 · Water                          | 188.74       | 1,800.00  | -1,611.26      | 10.5%       |
| 6480 · Trash                          | 65.74        | 2,500.00  | -2,434.26      | 2.6%        |
| 6490 · Port-O-Lets                    | 194.50       | 3,000.00  | -2,805.50      | 6.5%        |
| 6500 · Pump Holding Tank              | 0.00         | 2,000.00  | -2,000.00      | 0.0%        |
| 6510 · Building & Grounds Expense     | 735.00       | 2,000.00  | -1,265.00      | 36.8%       |
| 6520 · Boat                           | 0.00         | 2,000.00  | -2,000.00      | 0.0%        |
| 6530 · Truck                          | 0.00         | 1,000.00  | -1,000.00      | 0.0%        |
| 6541 · Dredging Equipment Maintenance | 543.95       | 5,000.00  | -4,456.05      | 10.9%       |
| 6542 · Equipment Rental               | 0.00         | 10,000.00 | -10,000.00     | 0.0%        |
| 6560 · Water Testing                  | 5,095.75     | 12,000.00 | -6,904.25      | 42.5%       |
| 6570 · Lake Weed Treatment            | 0.00         | 50,000.00 | -50,000.00     | 0.0%        |
| 6590 · Contingency Funds 10%          | 0.00         | 10,000.00 | -10,000.00     | 0.0%        |
| 6630 · Spillway Repairs               | 184.20       | 1,000.00  | -815.80        | 18.4%       |
| 6661 · Disposal Site Preparation      | 384.19       | 20,000.00 | -19,615.81     | 1.9%        |
| 6680 · Other Services and Charges     | 0.00         | 2,000.00  | -2,000.00      | 0.0%        |
| 6681 · Fireworks                      | 0.00         | 10,000.00 | -10,000.00     | 0.0%        |
| 6682 · Ramp Repairs                   | 0.00         | 20,000.00 | -20,000.00     | 0.0%        |
| 6700 · Computer Equipment             | 839.93       |           |                |             |

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through February 2024

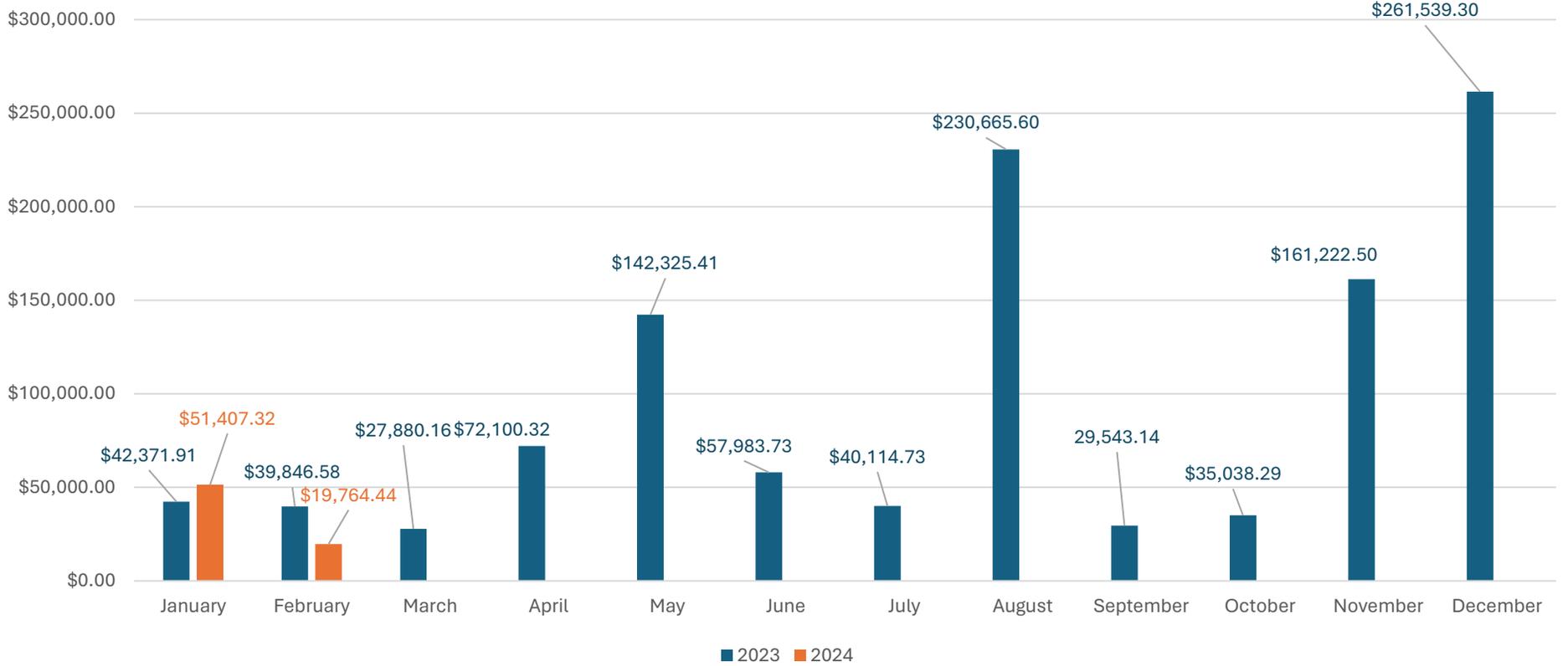
Cash Basis

|                                      | <u>Jan - Feb 24</u>    | <u>Budget</u>             | <u>\$ Over Budget</u>    | <u>% of Budget</u>  |
|--------------------------------------|------------------------|---------------------------|--------------------------|---------------------|
| 6740 · Work Boat (Pontoon)           | 0.00                   | 15,000.00                 | -15,000.00               | 0.0%                |
| 6750 · Sediment Mitigation           | 0.00                   | 1,000,000.00              | -1,000,000.00            | 0.0%                |
| 6790 · Bond Repayment - SedimentMgmt | 0.00                   | 82,000.00                 | -82,000.00               | 0.0%                |
| <b>Total Expense</b>                 | <u>71,171.76</u>       | <u>1,761,072.00</u>       | <u>-1,689,900.24</u>     | <u>4.0%</u>         |
| <b>Net Income</b>                    | <u><b>8,767.74</b></u> | <u><b>-491,822.00</b></u> | <u><b>500,589.74</b></u> | <u><b>-1.8%</b></u> |

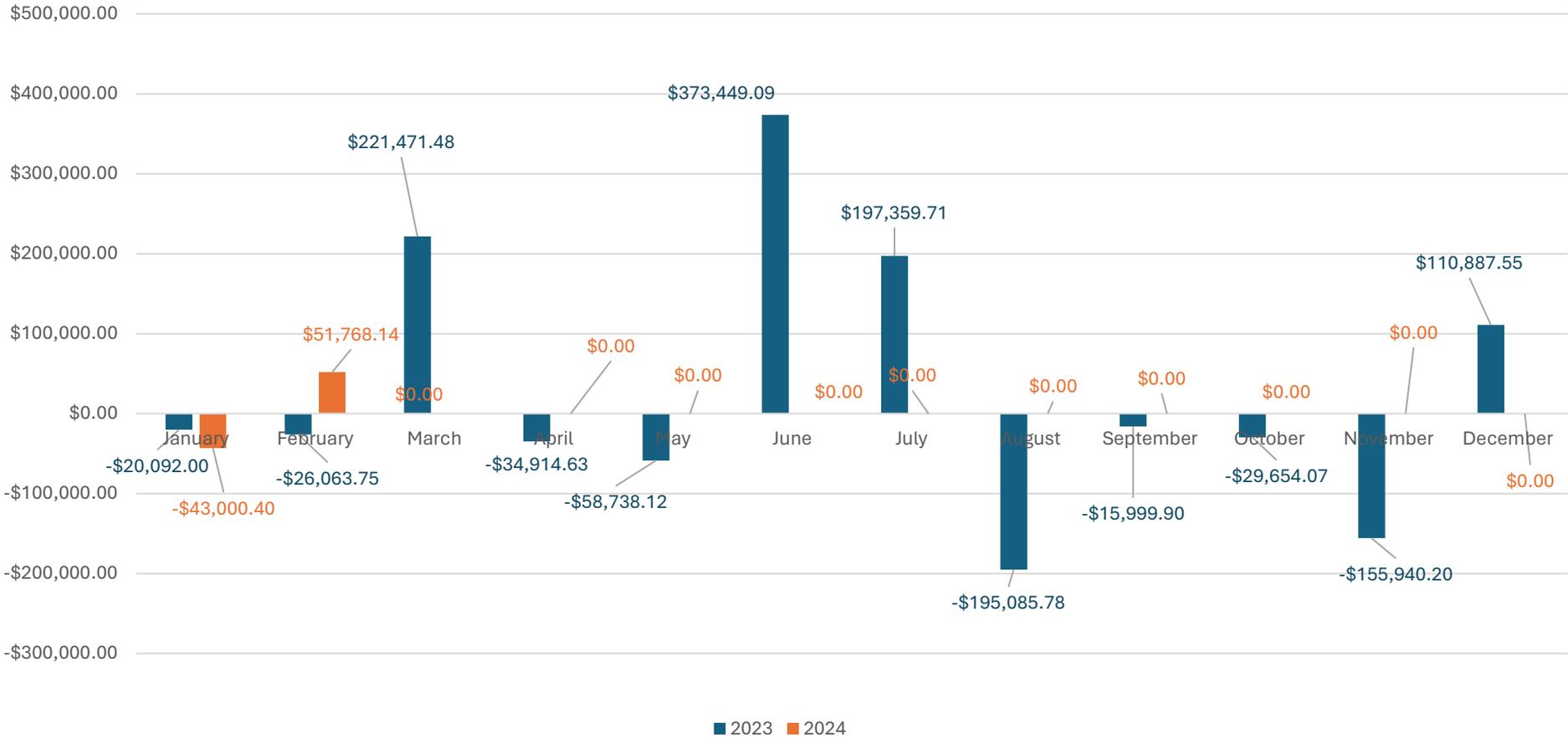
### Previous Year Income Comparison



### Previous Year Expense Comparison



### Previous Year Net Income Comparison



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03/19/24

**LAKE LEMON CONSERVANCY**  
**Reconciliation Summary**  
1000 · Peoples State Bank - General, Period Ending 02/29/2024

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|  | <u>Feb 29, 24</u>        |
|--|--------------------------|
| <b>Beginning Balance</b>                 | 325,883.70               |
| <b>Cleared Transactions</b>              |                          |
| Checks and Payments - 16 items           | -76,603.11               |
| Deposits and Credits - 18 items          | 76,603.11                |
| <b>Total Cleared Transactions</b>        | <u>0.00</u>              |
| <b>Cleared Balance</b>                   | <u><u>325,883.70</u></u> |
| <b>Uncleared Transactions</b>            |                          |
| Checks and Payments - 2 items            | -89.02                   |
| Deposits and Credits - 2 items           | 54.00                    |
| <b>Total Uncleared Transactions</b>      | <u>-35.02</u>            |
| <b>Register Balance as of 02/29/2024</b> | <u><u>325,848.68</u></u> |
| <b>New Transactions</b>                  |                          |
| Checks and Payments - 6 items            | -2,564.93                |
| Deposits and Credits - 10 items          | 14,960.00                |
| <b>Total New Transactions</b>            | <u>12,395.07</u>         |
| <b>Ending Balance</b>                    | <u><u>338,243.75</u></u> |

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 02/29/2024

| Type                                   | Date       | Num  | Name               | Clr | Amount     | Balance    |
|--|------------|------|--------------------|-----|------------|------------|
| <b>Beginning Balance</b>               |            |      |                    |     |            | 325,883.70 |
| <b>Cleared Transactions</b>            |            |      |                    |     |            |            |
| <b>Checks and Payments - 16 items</b>  |            |      |                    |     |            |            |
| Check                                  | 01/11/2024 | 5909 | LIBERTY STAGE      | X   | -350.00    | -350.00    |
| Check                                  | 01/23/2024 | 5918 | BAUGH FINE PRINT   | X   | -1,130.74  | -1,480.74  |
| Check                                  | 01/23/2024 | 5916 | BAUGH FINE PRINT   | X   | -798.25    | -2,278.99  |
| Check                                  | 01/23/2024 | 5917 | BAUGH FINE PRINT   | X   | -166.68    | -2,445.67  |
| Check                                  | 01/25/2024 | 5919 | YOUNG TRUCKING...  | X   | -384.19    | -2,829.86  |
| Check                                  | 02/09/2024 | 5922 | WATKINS ACCOUN...  | X   | -1,350.00  | -4,179.86  |
| Check                                  | 02/09/2024 | 5920 | B & B WATER CORP   | X   | -188.74    | -4,368.60  |
| Check                                  | 02/09/2024 | 5921 | AIM MEDIA INDIANA  | X   | -29.54     | -4,398.14  |
| Check                                  | 02/19/2024 | 5926 | PREMIER COMPAN...  | X   | -2,706.30  | -7,104.44  |
| Check                                  | 02/19/2024 | 5925 | IZZY'S RENTAL      | X   | -97.25     | -7,201.69  |
| Check                                  | 02/19/2024 | 5924 | GATEHOUSE MEDI...  | X   | -36.42     | -7,238.11  |
| Check                                  | 02/19/2024 | 5923 | RUMPKE OF INDIA... | X   | -32.78     | -7,270.89  |
| General Journal                        | 02/29/2024 |      |                    | X   | -53,354.38 | -60,625.27 |
| General Journal                        | 02/29/2024 |      |                    | X   | -8,144.71  | -68,769.98 |
| General Journal                        | 02/29/2024 |      |                    | X   | -6,275.17  | -75,045.15 |
| Check                                  | 02/29/2024 | ACH  | VISA               | X   | -1,557.96  | -76,603.11 |
| Total Checks and Payments              |            |      |                    |     | -76,603.11 | -76,603.11 |
| <b>Deposits and Credits - 18 items</b> |            |      |                    |     |            |            |
| General Journal                        | 02/02/2024 |      |                    | X   | 920.00     | 920.00     |
| General Journal                        | 02/02/2024 |      |                    | X   | 1,020.00   | 1,940.00   |
| General Journal                        | 02/02/2024 |      |                    | X   | 27,200.00  | 29,140.00  |
| General Journal                        | 02/05/2024 |      |                    | X   | 920.00     | 30,060.00  |
| General Journal                        | 02/05/2024 |      |                    | X   | 1,665.00   | 31,725.00  |
| General Journal                        | 02/09/2024 |      |                    | X   | 4,423.05   | 36,148.05  |
| General Journal                        | 02/09/2024 |      |                    | X   | 5,491.00   | 41,639.05  |
| General Journal                        | 02/12/2024 |      |                    | X   | 698.05     | 42,337.10  |
| General Journal                        | 02/12/2024 |      |                    | X   | 1,570.00   | 43,907.10  |
| General Journal                        | 02/16/2024 |      |                    | X   | 1,501.00   | 45,408.10  |
| General Journal                        | 02/16/2024 |      |                    | X   | 1,630.00   | 47,038.10  |
| General Journal                        | 02/16/2024 |      |                    | X   | 10,925.00  | 57,963.10  |
| General Journal                        | 02/23/2024 |      |                    | X   | 3,910.00   | 61,873.10  |
| General Journal                        | 02/23/2024 |      |                    | X   | 4,260.00   | 66,133.10  |
| General Journal                        | 02/27/2024 |      |                    | X   | 1,414.00   | 67,547.10  |
| General Journal                        | 02/29/2024 |      |                    | X   | 0.26       | 67,547.36  |
| General Journal                        | 02/29/2024 |      |                    | X   | 1,680.00   | 69,227.36  |
| General Journal                        | 02/29/2024 |      |                    | X   | 7,375.75   | 76,603.11  |
| Total Deposits and Credits             |            |      |                    |     | 76,603.11  | 76,603.11  |
| Total Cleared Transactions             |            |      |                    |     | 0.00       | 0.00       |
| Cleared Balance                        |            |      |                    |     | 0.00       | 325,883.70 |
| <b>Uncleared Transactions</b>          |            |      |                    |     |            |            |
| <b>Checks and Payments - 2 items</b>   |            |      |                    |     |            |            |
| Check                                  | 05/04/2020 | 4980 | MONROE CO HEAL...  |     | -75.00     | -75.00     |
| Check                                  | 08/21/2021 | 5430 | ENGRAVING & STA... |     | -14.02     | -89.02     |
| Total Checks and Payments              |            |      |                    |     | -89.02     | -89.02     |
| <b>Deposits and Credits - 2 items</b>  |            |      |                    |     |            |            |
| General Journal                        | 04/27/2021 |      |                    |     | 18.00      | 18.00      |
| General Journal                        | 04/21/2022 |      |                    |     | 36.00      | 54.00      |
| Total Deposits and Credits             |            |      |                    |     | 54.00      | 54.00      |
| Total Uncleared Transactions           |            |      |                    |     | -35.02     | -35.02     |
| Register Balance as of 02/29/2024      |            |      |                    |     | -35.02     | 325,848.68 |
| <b>New Transactions</b>                |            |      |                    |     |            |            |
| <b>Checks and Payments - 6 items</b>   |            |      |                    |     |            |            |
| Check                                  | 03/06/2024 | 5929 | CHRISTOPHER B B... |     | -1,446.25  | -1,446.25  |
| Check                                  | 03/06/2024 | 5928 | INDIANA LAKES M... |     | -320.00    | -1,766.25  |
| Check                                  | 03/06/2024 | 5927 | B & B WATER CORP   |     | -84.71     | -1,850.96  |

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03/19/24

# LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 02/29/2024

| Type                                   | Date       | Num  | Name               | Clr | Amount           | Balance           |
|--|------------|------|--------------------|-----|------------------|-------------------|
| Check                                  | 03/08/2024 | 5930 | SAWDUSTER PRO...   |     | -375.00          | -2,225.96         |
| Check                                  | 03/15/2024 | 5932 | RUMPKE OF INDIA... |     | -241.72          | -2,467.68         |
| Check                                  | 03/15/2024 | 5931 | IZZY'S RENTAL      |     | -97.25           | -2,564.93         |
| Total Checks and Payments              |            |      |                    |     | -2,564.93        | -2,564.93         |
| <b>Deposits and Credits - 10 items</b> |            |      |                    |     |                  |                   |
| General Journal                        | 03/01/2024 |      |                    |     | 1,160.00         | 1,160.00          |
| General Journal                        | 03/01/2024 |      |                    |     | 2,720.00         | 3,880.00          |
| General Journal                        | 03/04/2024 |      |                    |     | 230.00           | 4,110.00          |
| General Journal                        | 03/04/2024 |      |                    |     | 1,154.00         | 5,264.00          |
| General Journal                        | 03/08/2024 |      |                    |     | 1,250.00         | 6,514.00          |
| General Journal                        | 03/08/2024 |      |                    |     | 2,240.00         | 8,754.00          |
| General Journal                        | 03/11/2024 |      |                    |     | 710.00           | 9,464.00          |
| General Journal                        | 03/11/2024 |      |                    |     | 823.00           | 10,287.00         |
| General Journal                        | 03/15/2024 |      |                    |     | 941.00           | 11,228.00         |
| General Journal                        | 03/15/2024 |      |                    |     | 3,732.00         | 14,960.00         |
| Total Deposits and Credits             |            |      |                    |     | 14,960.00        | 14,960.00         |
| Total New Transactions                 |            |      |                    |     | 12,395.07        | 12,395.07         |
| <b>Ending Balance</b>                  |            |      |                    |     | <b>12,360.05</b> | <b>338,243.75</b> |

10:06 AM

03/20/24

# LAKE LEMON CONSERVANCY

## Reconciliation Summary

1080 · Construction Account, Period Ending 02/29/2024

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|                                   | Feb 29, 24 |
|-----------------------------------|------------|
| Beginning Balance                 | 268,007.60 |
| Cleared Balance                   | 268,007.60 |
| Register Balance as of 02/29/2024 | 268,007.60 |
| Ending Balance                    | 268,007.60 |

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | Debbie Ladyman - Treasurer  |
| <b>Action Requested</b>     | <b>Approval</b>   |
| <b>Item/Subject</b>         | February <b>Report of Claims: Approval of Vouchers</b>                        |
| <b>Dollar Amount</b>        | \$13,493.70   |
| <b>Meeting Date</b>         | March 28th, <b>2024</b>   |
| <b>Summary</b>              | <b>Report showing check detail and payroll expenditures for February 2024</b> |
| <b>Staff Recommendation</b> | <b>Approval of February 2024 Report of Claims</b>                             |

Date: March 28, 2024

ALLOWANCE OF VOUCHERS

Debra Ladyman  
Treasurer

(Report of Claims - February 2024)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 3 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$13,493.70

Dated this 28th Day of March, 2024

Signature of Governing Board

|                              | Aye                      | Neigh                    | Abstain                  |
|------------------------------|--------------------------|--------------------------|--------------------------|
| MICHAEL KLITZING, CHAIRMAN   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LES WADZINSKI, VICE-CHAIR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DEBRA LADYMAN, TREASURER     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BRET HUBER, Sub-Area III     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STEVEN PRIDDY, Sub-Area IV   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MALCOLM MCCLURE, Sub-Area VI | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MIKE BLACKWELL, Sub-Area VII | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CERTIFICATION

I certify under the penalties of perjury that the foregoing members of the Lake Lemon Conservancy Board of Directors voted as indicated above at a public meeting on March 28, 2024.

\_\_\_\_\_  
Michael Klitzing, Chairman

\_\_\_\_\_  
Debra Ladyman, Treasurer

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
February 2024

| Type  | Num  | Date       | Name               | Item   | Account                | Paid Amount | Original Amount |
|-------|------|------------|--------------------|--|------------------------|-------------|-----------------|
| Check | ACH  | 02/29/2024 | VISA               |  | 1000 · Peoples Stat... |             | -1,557.96       |
|       |      |            |                    | Dental 6040 · Health Insura...                                     |                        | -42.50      | 42.50           |
|       |      |            |                    | Comcast 6370 · Phone, LDT, ...                                     |                        | -363.95     | 363.95          |
|       |      |            |                    | Msf, Zoom, Adobe 6410 · Subscriptions                              |                        | -49.88      | 49.88           |
|       |      |            |                    | Polar Plunge Supplies 6441 · Event Planning                        |                        | -65.68      | 65.68           |
|       |      |            |                    | SCI REMC 6460 · Electric   |                        | -492.00     | 492.00          |
|       |      |            |                    | Gator tune up 6541 · Equipment Maint.                              |                        | -543.95     | 543.95          |
| TOTAL |      |            |                    |  |                        | -1,557.96   | 1,557.96        |
| Check | 5920 | 02/09/2024 | B & B WATER CORP   |  | 1000 · Peoples Stat... |             | -188.74         |
|       |      |            |                    | 6470 · Water   |                        | -188.74     | 188.74          |
| TOTAL |      |            |                    |  |                        | -188.74     | 188.74          |
| Check | 5921 | 02/09/2024 | AIM MEDIA INDIANA  |  | 1000 · Peoples Stat... |             | -29.54          |
|       |      |            |                    | BC Democrat Election/ Annual Meeting notice 6430 · Ads             |                        | -29.54      | 29.54           |
| TOTAL |      |            |                    |  |                        | -29.54      | 29.54           |
| Check | 5922 | 02/09/2024 | WATKINS ACCOUN...  |  | 1000 · Peoples Stat... |             | -1,350.00       |
|       |      |            |                    | Nov, Dec, January Billing 6300 · Accounting S...                   |                        | -1,350.00   | 1,350.00        |
| TOTAL |      |            |                    |  |                        | -1,350.00   | 1,350.00        |
| Check | 5923 | 02/19/2024 | RUMPKE OF INDIA... |  | 1000 · Peoples Stat... |             | -32.78          |
|       |      |            |                    | 6480 · Trash   |                        | -32.78      | 32.78           |
| TOTAL |      |            |                    |  |                        | -32.78      | 32.78           |
| Check | 5924 | 02/19/2024 | GATEHOUSE MEDI...  |  | 1000 · Peoples Stat... |             | -36.42          |
|       |      |            |                    | Bloom Herald Times Election/Annual Meeting legal notice 6430 · Ads |                        | -36.42      | 36.42           |
| TOTAL |      |            |                    |  |                        | -36.42      | 36.42           |
| Check | 5925 | 02/19/2024 | IZZY'S RENTAL      |  | 1000 · Peoples Stat... |             | -97.25          |

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
February 2024

| <u>Type</u>  | <u>Num</u>  | <u>Date</u>       | <u>Name</u>             | <u>Item</u>        | <u>Account</u>                | <u>Paid Amount</u> | <u>Original Amount</u> |
|--------------|-------------|-------------------|-------------------------|--------------------|-------------------------------|--------------------|------------------------|
|              |             |                   |                         |                    | 6490 · Port-O-Lets            | -97.25             | 97.25                  |
| TOTAL        |             |                   |                         |                    |                               | -97.25             | 97.25                  |
| <b>Check</b> | <b>5926</b> | <b>02/19/2024</b> | <b>PREMIER COMPA...</b> |                    | <b>1000 · Peoples Stat...</b> |                    | <b>-2,706.30</b>       |
|              |             |                   |                         | Unleaded Tank Fill | 6200 · Regular Gas            | -2,706.30          | 2,706.30               |
| TOTAL        |             |                   |                         |                    |                               | -2,706.30          | 2,706.30               |

Total: \$5,998.00

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
February 2024

|   | Carlson, Ross |      |                 | Casey, Adam W |      |                 | TOTAL |      |                 |
|---|---------------|------|-----------------|---------------|------|-----------------|-------|------|-----------------|
|   | Hours         | Rate | Feb 24          | Hours         | Rate | Feb 24          | Hours | Rate | Feb 24          |
| <b>Employee Wages, Taxes and Adjustments</b>  |               |      |                 |               |      |                 |       |      |                 |
| <b>Gross Pay</b>                              |               |      |                 |               |      |                 |       |      |                 |
| Salary-6000                                   |               |      | 0.00            |               |      | 6,923.08        |       |      | 6,923.08        |
| Salary-6001                                   |               |      | 5,230.76        |               |      | 0.00            |       |      | 5,230.76        |
| <b>Total Gross Pay</b>                        |               |      | 5,230.76        |               |      | 6,923.08        |       |      | 12,153.84       |
| <b>Deductions from Gross Pay</b>              |               |      |                 |               |      |                 |       |      |                 |
| Emp HSA                                       |               |      | -400.00         |               |      | -250.00         |       |      | -650.00         |
| Health Insurance                              |               |      | 0.00            |               |      | -798.02         |       |      | -798.02         |
| Insurance                                     |               |      | 0.00            |               |      | 0.00            |       |      | 0.00            |
| Retirement                                    |               |      | -523.08         |               |      | -415.38         |       |      | -938.46         |
| SALARY ADVANCE 2023                           |               |      | -200.32         |               |      | 0.00            |       |      | -200.32         |
| <b>Total Deductions from Gross Pay</b>        |               |      | -1,123.40       |               |      | -1,463.40       |       |      | -2,586.80       |
| <b>Adjusted Gross Pay</b>                     |               |      | 4,107.36        |               |      | 5,459.68        |       |      | 9,567.04        |
| <b>Taxes Withheld</b>                         |               |      |                 |               |      |                 |       |      |                 |
| Federal Withholding                           |               |      | -290.00         |               |      | -500.00         |       |      | -790.00         |
| Medicare Employee                             |               |      | -67.14          |               |      | -85.18          |       |      | -152.32         |
| Social Security Employee                      |               |      | -287.08         |               |      | -364.26         |       |      | -651.34         |
| IN - Withholding                              |               |      | -120.59         |               |      | -166.52         |       |      | -287.11         |
| Medicare Employee Addl Tax                    |               |      | 0.00            |               |      | 0.00            |       |      | 0.00            |
| Monroe Co.                                    |               |      | -80.46          |               |      | -111.10         |       |      | -191.56         |
| <b>Total Taxes Withheld</b>                   |               |      | -845.27         |               |      | -1,227.06       |       |      | -2,072.33       |
| <b>Net Pay</b>                                |               |      | <b>3,262.09</b> |               |      | <b>4,232.62</b> |       |      | <b>7,494.71</b> |
| <b>Employer Taxes and Contributions</b>       |               |      |                 |               |      |                 |       |      |                 |
| Medicare Company                              |               |      | 67.14           |               |      | 85.18           |       |      | 152.32          |
| Social Security Company                       |               |      | 287.08          |               |      | 364.26          |       |      | 651.34          |
| IN - Unemployment Company                     |               |      | 23.16           |               |      | 18.75           |       |      | 41.91           |
| <b>Total Employer Taxes and Contributions</b> |               |      | <b>377.38</b>   |               |      | <b>468.19</b>   |       |      | <b>845.57</b>   |

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

|                             |   |
|-----------------------------|---|
| <b>Presenter</b>            | Debbie Ladyman - Treasurer  |
| <b>Action Requested</b>     | Approval  |
| <b>Item/Subject</b>         | <b>2025</b> Budget<br>Timeline  |
| <b>Dollar Amount</b>        | N/A   |
| <b>Meeting Date</b>         | March 28th, <b>2024</b>   |
| <b>Summary</b>              | 2025 Budget Timeline  |
| <b>Staff Recommendation</b> | <b>Approval of 2025</b> Budget Timeline and Selection of Board Officers as Budget Committee |

## LLCD BUDGET PLANNER/KEY DATES FOR 2025BUDGET

|  |   |
|--|---|
| March 28, 2024                                       | Budget Time-Line Calendar – Selection of Board Budget Committee   |
| April 1, 2024 – July 20, 2024                        | Prepare 2025 Budget   |
| July 20, 2024  | First Public Discussion on 2025 Budget (Riddle Point Park Shelter House)  |
| August 22, 2024                                      | Second Public Discussion on 2025 Budget (CBU Building, Bloomington, IN)<br>*All Budget adjustments must be made by the conclusion of the August 22, 2024 Meeting. |
| September 26, 2024                                   | Public Hearing on 2025 Budget   |
| October 24, 2024<br>(No later than November 1, 2024) | Board Adoption of 2025 Budget   |