



# *Lake Lemon Conservancy District*

## **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
Benton Township Senior Citizens Building  
December 11, 2013  
6:00 p.m.

### **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval of October 16, 2013 Board Meeting Minutes (JS)
- III. Treasurer's Report (LE)
  - A. October and November Financial Highlights
  - B. October and November Report of Claims Approval
  - C. Motion to Transfer \$5,000.00 from General Fund Account #6610 and Purchase a 24 Month Cumulative Maintenance Fund Certificate of Deposit
  - D. Motion to Renew Certificate of Deposit
  - E. Motion to Transfer Funds within General Fund Budget
- IV. 2014 Board Meeting Dates Resolution (12-13-05): Discussion/Approval (JS)
- V. State of Indiana Conflict of Interest Disclosure Forms (JS)
  - A. John Schell (Schell Marina, LLC)
  - B. Lance Eberle (First Insurance Group, Inc)
- VI. 2014 Insurance Review: First Insurance Group, Inc. (LE)
- VII. LLCD Board/Staff Email Addresses: Discussion (JS)
- VIII. Manager's Report (BM)
  - A. Approval of 2014 Agreements
    - 1. 2014 Surplus Parcel Sublease Agreement: Freeholders
    - 2. 2014 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
    - 3. 2014 Agreement for the use of Riddle Point Park Property: Boys & Girls Club

4. 2014 Marina/Club Agreement: BYC
5. 2014 Marina/Club Agreement: IU Sailing Club
6. 2014 Riddle Point Park Use Agreement: RPRA
7. 2014 IU Rowing Team Agreement
8. 2014 Land Use Agreement: Ken & Edith Clark
9. 2014 Schell Marina, LLC – Marina/Club Agreement
10. 2014 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
11. 2014 First Insurance Group, Inc – Insurance Services Agreement
12. 2014 Watkins Accounting – Accounting Services Agreement
13. 2014 Andrews, Harrell, Mann, Carmin, Parker P.C. – Legal Services Agreement

B. 2014 Board of Directors Election: Update

1. Appointment of Sub-Area III Director: Discussion

C. LLCD Work Truck Quotes

- |     |   |      |
|-----|---|------|
| IX. | Public Comment  | (JS) |
| X.  | New Business / Correspondence for Future Agenda   | (JS) |
|     | A. Next Board Meeting: January 15, 2014 at the Benton Township Senior Center Building; 6:00 PM. |      |
| XI. | Adjournment   | (JS) |



**Benton Township Senior Citizens Building**  
**6:00 PM**

[illegible]

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
Benton Township Senior Center Building  
December 11, 2013**

**The December 11<sup>th</sup>, 2013 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Center Building and was called to order by Chairman John Schell at 6:00 P.M.**

**BOARD MEMBERS PRESENT: John Schell, Pam Dugan, Lance Eberle, Tim Specht, and Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; and LLCD Freeholders (see attached sign-in sheet). ABSENT: Kim Mayer, Director; Dennis Friesel, Director.**

**I. Opening Comments (Schell)**

**II. Approval of October 16, 2013 Board Meeting Minutes (Schell)**

**DUGAN MOTIONED TO APPROVE THE OCTOBER 16, 2013 BOARD MEETING MINUTES. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**III. Treasurer's Report**

**a. October and November Financial Highlights**

**i. See Attached**

**b. October and November Report of Claims**

**i. Thrasher asked about the Dredging Supply purchase from Brandeis.**

**1. Brandeis inspected the Komatsu Excavator's hydraulic pump.**

**EBERLE MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR OCTOBER AND NOVEMBER 2013. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**c. Motion to Transfer \$5,000.00 from General Fund Account #6610 and Purchase a 24 Month Cumulative Maintenance Fund Certificate of Deposit**

**d. Motion to Renew Certificate of Deposit**

**THRASHER MOTIONED TO RENEW THE CUMULATIVE MAINTENANCE FUND CD #371025628 FOR 24 MONTHS AND TRANSFER \$5,000.00 FROM**

**GENERAL FUND ACCOUNT #6610 TO CD #37102568. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

- e. Motion to Transfer Funds within General Fund Budget

**EBERLE MOTIONED TO TRANSFER FUNDS WITHIN THE GENERAL FUND BUDGET. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**IV. 2014 Board Meeting Dates Resolution (12-13-05): Discussion Approval (Schell)**

- a. Schell asked the Board and Freeholders their opinion on the three shelter house Board Meetings
  - i. Thrasher replied the shelter house meetings are beneficial.
  - ii. Vince Britt, Freeholder VII, commented it is hard to hear in the shelter house.
    - 1. Schell replied the LLCD staff will look into a better acoustic setup.
  - iii. Mike Blackwell, Freeholder VII, commented it is hard to keep order in the shelter house.

**SPECHT MOTIONED TO APPROVE THE 2014 BOARD MEETING DATES RESOLUTION 12-13-05. DUGAN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.**

**V. State of Indiana Conflict of Interest Disclosure Forms (Schell)**

- a. John Schell (Schell Marina, LLC)
  - i. Schell provided a COI for his Marina/Club Operations and the Sale of Boat Permits.
- b. Lance Eberle (First Insurance Group, Inc)
  - i. Eberle provided a COI for being the LLCD Insurance Provider.
- c. The Board accepted the disclosure forms.

**VI. 2014 Insurance Review: First Insurance Group, Inc (Eberle)**

- a. See Attached
- b. 03.4% reduction in premiums from \$40,456.00 to \$39,079.
- c. Bliss McKnight does cover Dam Failure liability, but does not provide property coverage for the repair of the dam.

- i. Most insurance providers do not cover high risk dams.
- d. Eberle will look into insurance coverage for sunken barge recovery.

**VII. LLC Board/Staff Email Addresses: Discussion (Schell)**

- a. The LLC staff will provide a proposal at the January 15, 2014 Board Meeting.

**VIII. Manager's Report**

- a. Approval of 2014 Agreements
  - i. 2014 Surplus Parcel Sublease Agreement: Freeholders
  - ii. 2014 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
  - iii. 2014 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
  - iv. 2014 Marina/Club Agreement: BYC
  - v. 2014 Marina/Club Agreement: IU Sailing Club
  - vi. 2014 Riddle Point Park Use Agreement: RPRA
  - vii. 2014 IU Rowing Team Agreement
  - viii. 2014 Land Use Agreement: Ken & Edith Clark
  - ix. 2014 Watkins Accounting – Accounting Services Agreement
  - x. 2014 Andrews, Harrell, Mann, Carmin, Parker P.C. – Legal Services Agreement

**EBERLE MOTIONED TO APPROVE THE 2014 Surplus Parcel Sublease Agreement; Freeholders; 2014 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC; 2014 Agreement for the use of Riddle Point Park Property: Boys & Girls Club; 2014 Marina/Club Agreement: BYC; 2014 Marina/Club Agreement: IU Sailing Club; 2014 Riddle Point Park Use Agreement: RPRA; 2014 IU Rowing Team Agreement; 2014 Land Use Agreement: Ken & Edith Clark; 2014 Watkins Accounting – Accounting Services Agreement; 2014 Andrews, Harrell, Mann, Carmin, Parker P.C. – Legal Services Agreement. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- xi. 2014 Schell Marina, LLC – Marina/Club Agreement
- xii. 2014 Schell Marina, LLC – Service Agreement, Sale of Boat Permits

**SPECHT MOTIONED TO APPROVE THE 2014 SCHELL MARINA, LLC – MARINA/CLUB AGREEMENT AND THE 2014 SCHELL MARINA, LLC – SERVICE AGREEMENT, SALE OF BOAT PERMITS. THRASHER SECONDED THE MOTION. SCHELL RECUSED HIMSELF. FOUR “AYE’S”. THE MOTION CARRIED.**

xiii. 2014 First Insurance Group, Inc – Insurance Services Agreement

**THRASHER MOTIONED TO APPROVE THE 2014 FIRST INSURANCE GROUP, INC – INSURANCE SERVICES AGREEMENT. DUGAN SECONDED THE MOTION. EBERLE RECUSED HIMSELF. FOUR “AYE’S”. THE MOTION CARRIED.**

b. 2014 Board of Directors Election: Update (Madden)

- i. Three directorships were up for election Sub Areas II, III, and VI.
  1. Sue Miller of Sub-Area II was successfully nominated and unopposed and is elected.
  2. Pam Dugan of Sub-Area VI was successfully nominated and unopposed and is re-elected.
  3. No Nominations were received from Sub-Area III. A notice will be sent to all Freeholders in Sub-Area III notifying them of the Board Vacancy.
    - a. At the February 5, 2014 Annual Board Meeting the Board will appoint a Freeholder from Sub-Area III until the next Annual Board Meeting in February 2015.
- ii. Barbara Ritter, Freeholder II, commented having the election in the summer months would provide a better opportunity for more candidates.
  1. The Indiana Conservancy Act states the elections are to be held prior to March 1<sup>st</sup>.

c. LLCD Work Truck Quotes

- i. See attached

**SPECHT MOTIONED ALLOW MADDEN AND EBERLE TO COMPLETE THE PURCHASE OF A NEW LLCD WORK TRUCK TO NOT EXCEED \$22,510.00. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**IX. Public Comment**

**X. New Business / Correspondence for Future Agenda**

- a. Thrasher commented the DSG scheduled in November was canceled due to the guest speaker being ill. The DSG meeting will be rescheduled and

will provide recommendations at the subsequent Board of Directors Meeting.

- b. Next Board Meeting: January 15, 2014 at the Benton Township Senior Citizens Building; 6:00 PM

**XI. Adjournment**

**DUGAN MOTIONED TO ADJOURN THE DECEMBER 11, 2013 BOARD OF DIRECTORS MEETING. THRASHER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:15 PM.**

**RESPECTFULLY SUBMITTED**

**JAMES VAN TASSEL  
BOARD RECORDER**

Lake Lemon Conservancy District  
Budget Summary Report  
18-Sep-13

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	YTD Actuals	Notes
Revenue	\$7,254	\$9,434	\$11,600	\$23,730	\$44,542	\$199,664	\$29,892	\$19,645	\$17,581	\$3,537	\$2,405	\$369,285	
Income Breakdown													
Watercraft Permits			\$1,797	\$15,692	\$34,594	\$32,009	\$10,707	\$10,819	\$5,461	\$2,104	\$1,951	\$115,134	
Launch Fees			\$557	\$5,265	\$4,032	\$3,096	\$2,904	\$1,899	\$2,032	\$1,082	\$392	\$21,259	
Marina & Club Fees	\$500	\$500	\$1,000	\$0		\$0	\$300	\$0	\$7,425	\$0	\$0	\$8,725	
Sublease & Access Fees	\$6,000	\$6,575	\$10,310	\$1,970	\$1,510	\$680	\$40	\$150	\$415	\$0	\$0	\$15,075	
Property Tax - Brown County						\$36,553	\$0	\$0	\$0	\$0	\$0	\$36,553	
Property Tax - Monroe County						\$108,872	\$0	\$0	\$0	\$0	\$0	\$108,872	
Interest	\$179	\$84	\$155	\$148	\$51	\$177	\$112	\$52	\$178	\$181	\$52	\$1,106	
Grants & Donations	\$0	\$0	\$10	\$355	\$2,160	\$3,702	\$835	\$150	\$40	\$20	\$10	\$7,282	
Fish Tournaments	\$575	\$25	\$0	\$50	\$0	\$0	\$0	\$50	\$0	\$25	\$0	\$125	
Park/Lake Reservations	\$0	\$3,250	\$125	\$250	\$2,195	\$8,575	\$9,940	\$5,985	\$1,985	\$125	\$0	\$29,180	
Dredging/Rip-Rap Income	0					\$0,000	\$0	\$0	\$0	\$0	\$0	\$6,000	
Other Income							\$5,054	\$540	\$46	\$0	\$0	\$5,640	
Expenses & Margin:													
SG&A expenses	\$39,145	\$14,697	\$25,918	\$33,333	\$50,443	\$75,274	\$53,729	\$38,398	\$41,805	\$20,113	\$14,667	\$407,521	
Salaries & Benefits	\$12,108	\$10,037	\$12,826	\$15,745	\$17,532	\$23,636	\$21,224	\$23,516	\$18,185	\$9,387	\$9,978	\$174,163	
Supplies	\$421	\$2,326	\$3,273	\$8,596	\$2,278	\$5,481	\$5,788	\$2,428	\$4,914	\$4,018	\$2,460	\$42,964	Rip Rap
Professional Services	\$705	\$588	\$705	\$2,719	\$704	\$2,908	\$2,054	\$4,255	\$555	\$3,163	\$450	\$19,403	
Communication/Travel	\$232	\$282	\$232	\$232	\$314	\$292	\$232	\$231	\$282	\$295	\$341	\$2,844	
Printing/Advertising	\$11	\$282		\$71	\$0	\$117	\$327	\$12	\$11	\$107	\$92	\$1,031	
Insurance	\$12,979	\$0	\$8,272	\$558	\$0	\$8,272	\$0	\$0	\$8,289	\$0	\$0	\$38,370	
Utility Services	\$480	\$493	\$385	\$874	\$813	\$655	\$777	\$782	\$1,176	\$826	\$664	\$7,925	
Repair & Maintenance	\$709	\$600	\$225	\$1,439	\$345	\$487	\$985	\$443	\$218	\$1,463	\$610	\$7,403	
Other Services	\$11,500	\$0		\$3,100	\$942	\$1,122		\$377	\$0	\$0	\$72	\$17,014	6% Marina
Machinery & Equipment	\$0	\$102							\$0	\$0	\$0	\$102	
Other Capital Outlays	\$0	\$0		\$3,100	\$27,615	\$32,394	\$20,862	\$6,344	\$8,195	\$904	\$0	\$99,404	Weeds, Fireworks
Pretax operating profit (loss)	(\$31,891)	(\$5,263)	(\$14,318)	(\$9,603)	(\$5,901)	\$124,390	(\$23,837)	(\$18,752)	(\$24,224)	(\$16,576)	(\$12,261)	(\$38,236)	
Operating margin	-439.6%	-55.8%	-123.4%	-40.5%		62.3%	-79.7%	-95.5%	-137.8%	-488.6%	-509.7%	-10.4%	

Balance Sheet Summary	January	February Actuals	March Actuals	April Actuals	May Actuals	June	July	August	September	October	November	
Checking/Savings	\$122,926	\$118,433	\$106,219	\$87,023	\$93,674	\$220,714	\$174,378	\$157,470	\$131,761	\$101,678	\$89,911	
General Fund CDs	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,008	\$216,008	\$216,008	\$216,008	
Cumulative Maintenance Fund CDs	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	\$66,797	
<b>Other Balance Sheet Items:</b>												
Fixed Assets	\$464,953	\$454,653	\$454,653	\$454,853	\$464,249	\$464,249	\$473,645	\$472,433	\$472,433	\$472,433	\$472,433	
Accounts payable	\$1,714	\$2,404	\$13,248	\$3,827	\$4,340	\$8,990	\$5,286	\$6,217	\$4,731	\$1,819	\$2,315	
Long-term liabilities	\$100,222	\$100,222	\$100,222	\$89,822	\$89,822	\$89,822	\$79,338	\$79,338	\$79,338	\$68,742	\$68,742	Dredging, Equipment Loan
Equity	\$758,649	\$753,386	\$731,175	\$731,819	\$746,565	\$870,956	\$847,119	\$827,155	\$802,931	\$786,355	\$774,084	

Certificate Summary	Value	Rate	Maturity
24 Mth	\$12,978	0.65%	7-Jul-14
24 Mth	\$10,765	0.60%	13-Sep-14
24 Mth	\$100,000	0.60%	13-Sep-14
24 Mth	\$6,063	0.65%	30-Dec-14
24 Mth	\$31,890	0.60%	3-Feb-15
24 Mth	\$5,000	0.70%	20-Dec-13
12 Mth	\$35,000	0.55%	
182 Day	\$81,009	0.40%	



# Lake Lemon Conservancy District

Date: October 31, 2013

## ALLOWANCE OF VOUCHERS


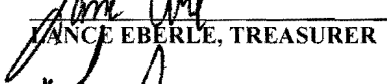
Lance Eberle  
Treasurer

### (Report of Claims)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$28,293.43

Dated this 11<sup>th</sup> day of December 2013

### Signature of Governing Board

  
JOHN SCHELL, CHAIRMAN  
PAM DUGAN, VICE-CHAIR  
LANCE EBERLE, TREASURER  
TIM SPECHT, Sub-Area II  
KIM MAYER, Sub-Area III  
DENNIS FRIESEL, Sub-Area V  
TINA THRASHER, Sub-Area VII

2:16 PM

11/04/13

## LAKE LEMON CONSERVANCY

## Check Detail

October 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2808	10/8/2013	INDIANA DEPT OF...		1000 · Peoples Sta...		-222.96
					6020 · State Unem...	-222.96	222.96
TOTAL						-222.96	222.96
Check	2809	10/8/2013	KNIGHT TRASH R...		1000 · Peoples Sta...		-21.00
					6480 · Trash	-21.00	21.00
TOTAL						-21.00	21.00
Check	2810	10/8/2013	REPUBLIC SERVI...		1000 · Peoples Sta...		-152.00
					6480 · Trash	-152.00	152.00
TOTAL						-152.00	152.00
Check	2811	10/8/2013	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	2812	10/8/2013	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	2813	10/8/2013	BROWN CO DEM...		1000 · Peoples Sta...		-54.05
					6430 · Ads	-54.05	54.05
TOTAL						-54.05	54.05
Check	2814	10/8/2013	N. ANDERSON EX...		1000 · Peoples Sta...		-1,812.50
					6310 · Grass	-1,812.50	1,812.50
TOTAL						-1,812.50	1,812.50
Check	2815	10/8/2013	BLUE TIDE PROD...		1000 · Peoples Sta...		-120.00
					6350 · Other Prof/S...	-120.00	120.00
TOTAL						-120.00	120.00

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LAKE LEMON CONSERVANCY  
Check Detail  
October 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2816	10/8/2013	BRANDEIS		1000 · Peoples Sta...		-1,462.58
				6541 · Dredging Eq...		-1,462.58	1,462.58
TOTAL						-1,462.58	1,462.58
Check	2817	10/8/2013	WHITE RIVER CO-...		1000 · Peoples Sta...		-3,827.60
				6200 · Regular Gas		-651.70	651.70
				6210 · Diesel		-3,175.90	3,175.90
TOTAL						-3,827.60	3,827.60
Check	2818	10/8/2013	STAPLES CREDIT ...		1000 · Peoples Sta...		-89.35
				6160 · Printer, Copi...		-75.73	75.73
				6190 · General Busi...		-7.50	7.50
				6240 · Building & G...		-6.12	6.12
TOTAL						-89.35	89.35
Check	2819	10/8/2013	HOOSIER TIMES, I...		1000 · Peoples Sta...		-53.38
				6430 · Ads		-53.38	53.38
TOTAL						-53.38	53.38
Check	2820	10/8/2013	BLOOMINGTON H...		1000 · Peoples Sta...		-8.98
				6240 · Building & G...		-8.98	8.98
TOTAL						-8.98	8.98
Check	2825	10/15/2013	ANDREWS, HARR...		1000 · Peoples Sta...		-780.00
				6320 · Attorney		-780.00	780.00
TOTAL						-780.00	780.00
Check	2826	10/21/2013	SCI REMC		1000 · Peoples Sta...		-334.95
				6460 · Electric		-334.95	334.95
TOTAL						-334.95	334.95

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LAKE LEMON CONSERVANCY  
Check Detail  
October 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2827	10/21/2013	PEOPLES STATE ...		1000 · Peoples Sta...		-11,500.00
				2800 · Long Term N...		-10,595.87	10,595.87
				6670 · Debt Service...		-904.13	904.13
TOTAL						-11,500.00	11,500.00
Check	2828	10/21/2013	MONROE TUFF-JON		1000 · Peoples Sta...		-276.00
				6490 · Port-O-Lets		-276.00	276.00
TOTAL						-276.00	276.00
Check	2829	10/21/2013	VERIZON WIRELE...		1000 · Peoples Sta...		-32.76
				6370 · Phone, LDT,...		-32.76	32.76
TOTAL						-32.76	32.76
Check	2830	10/21/2013	COMCAST CABLE		1000 · Peoples Sta...		-201.91
				6370 · Phone, LDT,...		-201.91	201.91
TOTAL						-201.91	201.91
Check	2831	10/21/2013	ANTHEM BLUE CR...		1000 · Peoples Sta...		-1,681.51
				6040 · Health Insur...		-1,681.51	1,681.51
TOTAL						-1,681.51	1,681.51
Check	2836	10/31/2013	US POST MASTER		1000 · Peoples Sta...		-92.00
				6180 · Postage		-92.00	92.00
TOTAL						-92.00	92.00

Total

23,215.67

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11/04/13

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
 October 2013

	Hopkins, Joseph S			MADDEN, ROBERT E			Nguyen, Christopher X			VanTassel, James P			TOTAL
	Hours	Rate	Oct 13	Hours	Rate	Oct 13	Hours	Rate	Oct 13	Hours	Rate	Oct 13	Hours
<b>Employee Wages, Taxes and Adjustments</b>													
Gross Pay													
Salary			0.00			4,582.58			0.00			0.00	
HOURLY PAY-6110			0.00			0.00			0.00	74.5	14.00	1,043.00	74.50
Reg. Pay-6070	44	9.50	418.00			0.00	38.25	9.50	363.38			0.00	82.25
Reg. Pay 6113			0.00			0.00			0.00		17.00	0.00	
Total Gross Pay	44		418.00			4,582.58	38.25		363.38	74.5		1,043.00	156.75
Deductions from Gross Pay													
Insurance			0.00			0.00			0.00			0.00	
Total Deductions from Gross Pay			0.00			0.00			0.00			0.00	
Adjusted Gross Pay	44		418.00			4,582.58	38.25		363.38	74.5		1,043.00	156.75
Taxes Withheld													
Federal Withholding			0.00			-516.00			-18.00			-21.00	
Medicare Employee			-6.06			-66.44			-5.27			-15.13	
Social Security Employee			-25.91			-284.12			-22.53			-64.66	
IN - Withholding			-14.22			-155.80			-12.35			-35.46	
Hamilton Co			0.00			0.00			0.00			-10.44	
Monroe Co.			-4.36			-47.66			-3.79			0.00	
Total Taxes Withheld			-50.55			-1,070.02			-61.94			-146.69	
Net Pay	44		367.45			3,512.56	38.25		301.44	74.5		896.31	156.75
<b>Employer Taxes and Contributions</b>													
Federal Unemployment			2.51			0.00			2.18			0.00	
Medicare Company			6.06			66.44			5.27			15.13	
Social Security Company			25.91			284.12			22.53			64.66	
IN - Unemployment Company			5.37			0.00			4.66			0.00	
Total Employer Taxes and Contributions			39.85			350.56			34.64			79.79	

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11/04/13

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
October 2013

TOTAL	
Rate	Oct 13
<b>Employee Wages, Taxes and Adjustments</b>	
Gross Pay	
Salary	4,582.58
HOURLY PAY-6110	1,043.00
Reg. Pay-6070	781.38
Reg.Pay 6113	0.00
Total Gross Pay	6,406.96
Deductions from Gross Pay	
Insurance	0.00
Total Deductions from Gross Pay	0.00
Adjusted Gross Pay	6,406.96
Taxes Withheld	
Federal Withholding	-555.00
Medicare Employee	-92.90
Social Security Employee	-397.22
IN - Withholding	-217.83
Hamilton Co	-10.44
Monroe Co.	-55.81
Total Taxes Withheld	-1,329.20
Net Pay	5,077.76
<b>Employer Taxes and Contributions</b>	
Federal Unemployment	4.69
Medicare Company	92.90
Social Security Company	397.22
IN - Unemployment Company	10.03
Total Employer Taxes and Contributions	504.84



# Lake Lemon Conservancy District

Date: November 30, 2013

## ALLOWANCE OF VOUCHERS

Lance Eberle  
Treasurer

### (Report of Claims)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$12,040.85

Dated this 11<sup>th</sup> day of December 2013

### Signature of Governing Board




JOHN SCHELL, CHAIRMAN



PAM DUGAN, VICE-CHAIR



LANCE EBERLE, TREASURER



TIM SPECHT, Sub-Area II

KIM MAYER, Sub-Area III

DENNIS FRIESEL, Sub-Area V



TINA THRASHER, Sub-Area VII

5:39 PM

12/02/13

## LAKE LEMON CONSERVANCY

## Check Detail

November 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2837	11/12/2013	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	2838	11/12/2013	BROWN CO DEM...		1000 · Peoples Sta...		-46.33
				6430 · Ads		-46.33	46.33
TOTAL						-46.33	46.33
Check	2839	11/12/2013	STAPLES CREDIT ...		1000 · Peoples Sta...		-51.86
				6190 · General Busi...		-15.63	15.63
				6240 · Building & G...		-8.09	8.09
				6440 · Other		-28.14	28.14
TOTAL						-51.86	51.86
Check	2840	11/12/2013	HOOSIER TIMES, I...		1000 · Peoples Sta...		-17.66
				6430 · Ads		-17.66	17.66
TOTAL						-17.66	17.66
Check	2841	11/12/2013	BLOOMINGTON H...		1000 · Peoples Sta...		-13.98
				6240 · Building & G...		-13.98	13.98
TOTAL						-13.98	13.98
Check	2842	11/12/2013	ALL ABOUT BOATS		1000 · Peoples Sta...		-260.00
				6520 · Boat		-260.00	260.00
TOTAL						-260.00	260.00
Check	2843	11/12/2013	SHELL MARINA, ...		1000 · Peoples Sta...		-72.12
				6600 · 6% MarinaP...		-72.12	72.12
TOTAL						-72.12	72.12

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12/02/13

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2013**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2850	11/14/2013	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	2851	11/14/2013	COMCAST CABLE		1000 · Peoples Sta...		-212.57
					6370 · Phone, LDT,...	-212.57	212.57
TOTAL						-212.57	212.57
Check	2852	11/14/2013	KNIGHT TRASH R...		1000 · Peoples Sta...		-21.00
					6480 · Trash	-21.00	21.00
TOTAL						-21.00	21.00
Check	2853	11/19/2013	SCI REMC		1000 · Peoples Sta...		-391.95
					6460 · Electric	-391.95	391.95
TOTAL						-391.95	391.95
Check	2854	11/19/2013	VISA		1000 · Peoples Sta...		-74.25
					6180 · Postage	-74.25	74.25
TOTAL						-74.25	74.25
Check	2855	11/19/2013	REPUBLIC SERVI...		1000 · Peoples Sta...		-152.58
					6480 · Trash	-152.58	152.58
TOTAL						-152.58	152.58
Check	2856	11/19/2013	INDIANA PARKS &...		1000 · Peoples Sta...		-96.00
					6410 · Subscriptions	-96.00	96.00
TOTAL						-96.00	96.00
Check	2857	11/19/2013	VERIZON WIRELE...		1000 · Peoples Sta...		-32.76
					6370 · Phone, LDT,...	-32.76	32.76
TOTAL						-32.76	32.76

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12/02/13

LAKE LEMON CONSERVANCY  
Check Detail  
November 2013

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	2858	11/19/2013	ANTHEM BLUE CR...		1000 · Peoples Sta...		-1,681.51
					6040 · Health Insur...	-1,681.51	1,681.51
TOTAL						-1,681.51	1,681.51
Check	2863	11/30/2013	B & B WATER CORP		1000 · Peoples Sta...		-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	2864	11/30/2013	SCI REMC		1000 · Peoples Sta...		-14.00
					6460 · Electric	-14.00	14.00
TOTAL						-14.00	14.00
Check	2865	11/30/2013	PAUL YOUNG PLU...		1000 · Peoples Sta...		-414.00
					6240 · Building & G...	-64.00	64.00
					6510 · Building & G...	-350.00	350.00
TOTAL						-414.00	414.00
Check	2866	11/30/2013	JOHN NAYLOR TR...		1000 · Peoples Sta...		-1,815.05
					6252 · Rip Rap/Ero...	-1,815.05	1,815.05
TOTAL						-1,815.05	1,815.05
Check	2867	11/30/2013	BAUGH ENTERPRI...		1000 · Peoples Sta...		-469.16
					6130 · Daily Permits	-197.70	197.70
					6170 · Miscellaneou...	-271.46	271.46
TOTAL						-469.16	469.16

Total Nov.

6371.06

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
November 2013

	DeVito, Tony N			Hopkins, Joseph S			MADDEN, ROBERT E			Nguyen, Christopher X			VanTassel, Ja...	
	Hours	Rate	Nov 13	Hours	Rate	Nov 13	Hours	Rate	Nov 13	Hours	Rate	Nov 13	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>														
Gross Pay														
Salary			0.00			0.00			4,582.58			0.00		
HOURLY PAY-6110			0.00			0.00			0.00			0.00	83	14.00
Reg. Pay-6070			0.00	18	9.50	171.00			0.00	11	9.50	104.50		
Reg. Pay-6111			0.00			0.00			0.00			0.00		
Reg. Pay-6112			0.00			0.00			0.00			0.00		
Reg. Pay-6114	17.75	17.50	310.63			0.00			0.00			0.00		
Reg. Pay 6113		17.50	0.00			0.00			0.00			0.00		17.00
<b>Total Gross Pay</b>	<b>17.75</b>		<b>310.63</b>	<b>18</b>		<b>171.00</b>			<b>4,582.58</b>	<b>11</b>		<b>104.50</b>	<b>83</b>	
Deductions from Gross Pay														
Insurance			0.00			0.00			0.00			0.00		
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>		
<b>Adjusted Gross Pay</b>	<b>17.75</b>		<b>310.63</b>	<b>18</b>		<b>171.00</b>			<b>4,582.58</b>	<b>11</b>		<b>104.50</b>	<b>83</b>	
Taxes Withheld														
Federal Withholding			-18.00			0.00			-516.00			-1.00		
Medicare Employee			-4.51			-2.48			-66.45			-1.51		
Social Security Employee			-19.26			-10.61			-284.12			-6.47		
IN - Withholding			-10.56			-5.81			-155.80			-3.55		
Hamilton Co			0.00			0.00			0.00			0.00		
Monroe Co.			-3.26			-1.78			-47.66			-1.09		
<b>Total Taxes Withheld</b>			<b>-55.59</b>			<b>-20.68</b>			<b>-1,070.03</b>			<b>-13.62</b>		
<b>Net Pay</b>	<b>17.75</b>		<b>255.04</b>	<b>18</b>		<b>150.32</b>			<b>3,512.55</b>	<b>11</b>		<b>90.88</b>	<b>83</b>	
<b>Employer Taxes and Contributions</b>														
Federal Unemployment			1.86			0.82			0.00			0.63		
Medicare Company			4.51			2.48			66.45			1.51		
Social Security Company			19.26			10.61			284.12			6.47		
IN - Unemployment Company			3.99			2.20			0.00			1.35		
<b>Total Employer Taxes and Contributions</b>			<b>29.62</b>			<b>16.11</b>			<b>350.67</b>			<b>9.96</b>		

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12/02/13

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
 November 2013

	VanTa...			WARTHAN, LEVI R			TOTAL		
	Nov 13	Hours	Rate	Nov 13	Hours	Rate	Nov 13		
<b>Employee Wages, Taxes and Adjustments</b>									
Gross Pay									
Salary	0.00			0.00			4,582.58		
HOURLY PAY-6110	1,162.00			0.00	83.00		1,162.00		
Reg. Pay-6070	0.00			0.00	29.00		275.50		
Reg. Pay-6111	0.00		35.00	0.00			0.00		
Reg. Pay-6112	0.00	23.5	35.00	822.50	23.50		822.50		
Reg. Pay-6114	0.00			0.00	17.75		310.63		
Reg. Pay 6113	0.00			0.00			0.00		
Total Gross Pay	1,162.00	23.5		822.50	153.25		7,153.21		
Deductions from Gross Pay									
Insurance	0.00			0.00			0.00		
Total Deductions from Gross Pay	0.00			0.00			0.00		
Adjusted Gross Pay	1,162.00	23.5		822.50	153.25		7,153.21		
Taxes Withheld									
Federal Withholding	-33.00			-51.00			-619.00		
Medicare Employee	-16.85			-11.93			-103.73		
Social Security Employee	-72.05			-50.99			-443.50		
IN - Withholding	-39.51			-27.97			-243.20		
Hamilton Co	-11.62			0.00			-11.62		
Monroe Co.	0.00			-8.58			-62.37		
Total Taxes Withheld	-173.03			-150.47			-1,483.42		
Net Pay	988.97	23.5		672.03	153.25		5,669.79		
Employer Taxes and Contributions									
Federal Unemployment	0.00			0.00			3.31		
Medicare Company	16.85			11.93			103.73		
Social Security Company	72.05			50.99			443.50		
IN - Unemployment Company	0.00			0.00			7.54		
Total Employer Taxes and Contributions	88.90			62.92			558.08		



## *Lake Lemon Conservancy District*

December 11, 2013

### **Renewal Advice for Certificate of Deposit**

<b>Certificate #</b>	<b>Amount</b>	<b>Term</b>	<b>Renewal Date</b>	<b>Fund</b>	<b>Interest Rate</b>
371025628	\$5,000.00	24 Months	12/20/13	Cumulative Maintenance Fund	0.70%

Interest Deposited into LLCD Savings Account

**Motion to Transfer Funds  
2013 LLCD Budget  
12/11/13**

Transfer (\$20,600.00): \$2,800.00 from account 6090 (Park Maintenance Technician) and \$1,200.00 from account 6100 (Lake Patrol) and \$4,950.00 from account 6113 (Assistant Dredger) and \$1,600.00 from account 6251 (Dredging Supplies) and \$2,500.00 from account 6252 (Rip Rap) and \$4,850.00 from account 6590 (Contingency Fund) and \$2,700.00 from account 6630 (Dam Repairs) to:

Account Number	Account Title	Transfer Amount
6010	FICA	\$400.00
6020	State Unemployment Tax	\$500.00
6030	Retirement	\$1,800.00
6040	Health Insurance	\$1,050.00
6070	Gate Attendant	\$1,450.00
6110	Lake Biologist	\$7,000.00
6112	Dredger (Other)	\$5,500.00
6114	Assistant Dredger (Other)	\$2,900.00
<b>TOTAL</b>		<b>\$20,600.00</b>

Transfer \$2,000.00 from account 6320 (Attorney) to:

Account Number	Account Title	Transfer Amount
6120	Season & Launch Permits	\$500.00
6130	Daily Permits	\$150.00
6160	Printer, Copier, & Comp	\$50.00
6240	Building & Grounds	\$500.00
6290	Signs & Nautical Markers	\$800.00
<b>TOTAL</b>		<b>\$2,000.00</b>

Transfer (\$18,075.00): \$4,000.00 from account 6330 (Consulting Engineer) and \$800.00 from account 6420 (Newsletter) and \$6,000.00 from account 6450 (Insurance) and \$7,275.00 from account 6630 (Dam Repairs) to:

Account Number	Account Title	Transfer Amount
6300	Accounting Services	\$80.00
6410	Subscriptions	\$50.00
6430	Ads	\$10.00

6480	Trash	\$500.00
6520	Boat	\$300.00
6560	Water Testing	\$2,500.00
6570	Lake Weed Treatment	\$9,200.00
6600	6% Marina Permit Sales	\$110.00
6670	Debt Service (Dredging Equip)	\$4,300.00
6680	Other Services & Charges	\$1,025.00
<b>TOTAL</b>		<b>\$18,075.00</b>

Transfer \$4,000.00 from account 6710 (Dock) to:

Account Number	Account Title	Transfer Amount
6770	LLCD Pick-Up Truck	\$4,000.00
<b>TOTAL</b>		<b>\$4,000.00</b>



## *Lake Lemon Conservancy District*

### **RESOLUTION 12-13-05**

**WHEREAS**, it is necessary and desirable to establish a regular schedule for the Lake Lemon Conservancy District (LLCD) Board of Director's meetings;

**IT IS THEREFORE RESOLVED AND ESTABLISHED** that the dates, times and locations of the LLCD Board meetings for 2014 are as follows:


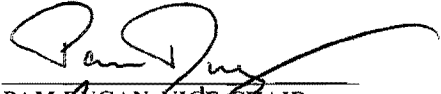
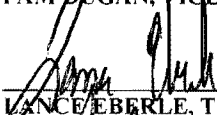


**Board of Directors Meetings** are **January 15<sup>th</sup>, March 19<sup>th</sup>, April 16<sup>th</sup>, May 21<sup>st</sup>, September 17<sup>th</sup>, October 15<sup>th</sup>, and December 17<sup>th</sup>** at **6:00 P.M.**, located at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**. The **June 21<sup>st</sup>, July 19<sup>th</sup>, and August 23<sup>rd</sup>** meeting will be on **Saturday at 10:00 A.M.** in the **Riddle Point Park Shelter**.

**Board Executive Sessions** will, when necessary, **immediately** precede or follow Board Meetings when issues complying with the Indiana Conservancy Act (IC 14-33) and the Indiana **"OPEN DOOR LAW"** are to be discussed (i.e. litigation, prospective employees, employee job performance, land acquisitions, et cetera).

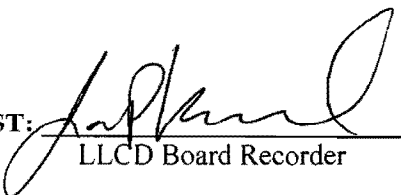
**The Annual LLCD Meeting** will be **February 5<sup>th</sup>, 2014 at 6:00 P.M.** at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**.

**PRESENTED** to the Board of Directors of the LLCD this 11<sup>th</sup> day of December 2013.

**ADOPTED BY THE FOLLOWING VOTE:**

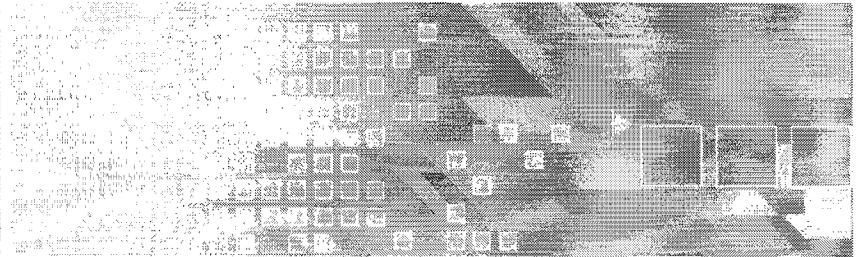
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
 JOHN SCHELL, CHAIRMAN		
 PAM DUGAN, VICE CHAIR		
 LANCE EBERLE, TREASURER		
 TIM SPECHT, Sub-Area II		
 KIM MAYER, Sub-Area III		
 DENNIS FRIESEL, Sub-Area V		
 TINA THRASHER, Sub-Area VII		

ATTEST:

  
LLCD Board Recorder

January 1, 2014

**Property & Casualty  
Consulting and  
Brokerage Services**



Prepared for  
Lake Lemon  
Conservancy  
District

Presented by:  
Lance Eberle  
CIC, CRM, MBA  
First Insurance Group Inc

## Executive Summary

First Insurance Group Inc combines years of experience with leading-edge products to provide exceptional service and value to our customers. Our product offering includes insurance products and risk management services for commercial property and casualty, and marine; specialty coverages; surety; and employee benefits, including health, life, disability, and payroll deduction personal lines programs.

Headquartered in Indiana, we think globally but act locally, with personal services designed specifically for each individual client. First Insurance Group Inc shares information and resources with national networks of brokers to ensure we can meet your every need, and find answers to your questions quickly and efficiently.

### **Our Value Proposition**

Our goal is to achieve long-term relationships focused on bringing value to your risk management and insurance programs. We commit to utilizing our collective talent to support your risk management and insurance goals.

We will deliver to you the highest quality property and casualty insurance programs and strategic planning consultation services in a manner that is most suitable to achieving your business goals.

We promise to identify activities that drive claim frequency and severity, and implement an action plan to contain losses. We will identify training needs and provide on-site assistance to actively address Lake Lemon Conservancy District loss sources and promote a safe work environment for your employees.

### **Situation Analysis**

You face many environmental challenges, including safety issues, OSHA compliance burdens, property and casualty carrier consolidation, rate fluctuations, and increased litigation activity. This challenging environment dictates a change in the way you purchase and manage your insurance programs. In order to compete in your marketplace you must adopt a total cost of risk management philosophy based on data-driven decisions and globally positioned communications.

### **Plan Implementation**

Securing the best insurance package for your business begins with planning. Analyzing all your risks is critical to successful implementation of your property and casualty insurance programs, while conversations with employees, managers, and vendors will uncover areas that need additional attention. First Insurance Group Inc will partner with you by providing ongoing assistance, consultation, and service that will help you control your insurance expenses and promote workplace safety.

### **Claims Data Analysis**

Data analysis allows you to manage and reduce your claims activity. By analyzing your losses with a sophisticated data analysis tool, we can help you develop loss control plans that will target areas with the highest potential to reduce injuries, reduce administrative time, and reduce the risk of loss of your assets. Our data analysis services will help you better manage your insurance costs, and will exceed your expectations.

### **Communications**

Understanding the increased complexity of property and casualty insurance is a challenge. Staying abreast of the issues you face and developing strategies to meet the constant demands of business can give you a competitive edge. First Insurance Group Inc's communication programs will help you stay on top of the changes affecting the property and casualty insurance industry and your risk management program.

## Property & Casualty Services

Our range of value-added services includes delivering you custom solutions for all of your risk management needs including: exposure analysis, loss control techniques, OSHA compliance and reporting, safety education and training, claims analysis, and developing safety policies and programs.

### **Risk Management**

- We promise to identify your exposures to loss.
- We promise to examine and recommend alternative techniques to control your loss.
- We promise to implement and monitor the techniques we recommend.
- We promise to seek continuous improvement.

We have many tools and resources available to help you achieve your risk management goals.

### **Exposures**

- Is your property valued correctly?
- Do you have employment-related issues?
- Do you have workers' compensation issues you don't know how to address?
- Is your net income protected?
- How much insurance do you need to protect your net income? Your assets?
- What deductibles should you have?

We will not take your business for granted. We promise to learn all we can about your business so we can provide you with expert recommendations and solutions to minimize exposures.

### **Loss Control Techniques**

- How can you avoid loss?
- How can you reduce the potential for loss?
- Can you separate your losses?
- Can you transfer risk through contracts?
- Did you know that 75% of commercial insurance expenses are claims-driven?

We promise to explore the answers to these questions and many more with you. We promise to look for ways to reduce your claims-driven expenses through aggressive cost containment strategies.

## Property & Casualty Services

### OSHA

- What is a recordable incident? What is not?
- How can you prepare for an OSHA inspection?

Our OSHA loss analysis system is designed to drive down your cost of compliance. Our tools and resources, such as easy-to-understand flowcharts, spreadsheets and online OSHA reporting and analysis, allow you to trend your performance over time and compare it against national benchmarks on a SIC basis.

### Communications

First Insurance Group Inc is committed to keeping you and your employees informed. Through our online services, we can provide you with payroll stuffers, workplace posters, ready-to-use employee newsletters, and safety alerts designed to help you control and avoid work-related losses.

### Education and Training

We provide onsite management and employee seminars. They are designed to help you increase safety and reduce losses, and they provide an atmosphere for team building. Together we can determine the topics that best suit your needs.

### Risk Management Insight

Do you find it difficult to keep up with legislation affecting insurance, your industry, and your business? Do you need help recognizing and assessing all the trends that may have an impact on your business? First Insurance Group Inc's *Risk Insights* publication helps you understand the latest issues affecting property and casualty insurance, and helps you to address those issues.

### Employee Safety Manuals

We are committed to helping you foster a safety-minded environment for your employees. Our dedicated staff of professionals will help you develop and implement safety manuals and policies to promote your safety culture to your entire workforce.

### Claims Analysis

Trying to control your claims experience can leave you feeling powerless. We can help. Our tools and resources help you respond to, track, and manage losses as they occur. We can also analyze your aggregate loss history to determine where significant losses are occurring, and develop strategies to mitigate them.

# Property & Casualty Services

## Loss Control Resources

We extend many of our value-added services to you electronically through a client portal, your personal First Insurance Group Inc Web site. Here is just a sampling of the loss control and risk management information that we can deliver to you via the site's Collaboration Center:

### Fleet Safety Policy

**Fleet Safety Policy**

Location: \_\_\_\_\_  
Effective Date: [dd/mm/yyyy] 01/01/2011  
Policy Number: 123456789

Our company recognizes that our employees are our most valuable asset, and that their protection is our top priority. We are committed to providing a safe and healthy work environment for all our employees. This policy outlines the company's commitment to fleet safety and the measures we will take to ensure the safety of our fleet and our employees.

**Key Objectives:**

- Minimize the risk of injury or illness to fleet drivers and passengers.
- Reduce the cost of fleet operations by minimizing accidents and claims.
- Ensure compliance with all applicable laws and regulations.
- Promote a culture of safety and responsibility among all fleet drivers.

**Key Policies:**

- All fleet drivers must be licensed and insured.
- All fleet vehicles must be properly maintained and inspected.
- All fleet drivers must follow traffic laws and regulations.
- All fleet drivers must wear seatbelts at all times.
- All fleet drivers must not drink and drive.
- All fleet drivers must not use mobile phones while driving.
- All fleet drivers must not use vehicles for personal use.
- All fleet drivers must report any accidents or incidents immediately.

**Key Procedures:**

- All fleet drivers must undergo a pre-employment screening process.
- All fleet drivers must undergo a periodic safety training program.
- All fleet vehicles must be inspected and maintained on a regular basis.
- All fleet accidents or incidents must be reported and investigated.

### Employment-Related Practices: Are You Prepared?

**COVERAGE INSIGHTS**

**Employment-Related Practices: Are You Prepared?**

Employment-related practices are a critical component of a company's risk management strategy. This document provides an overview of the key areas to consider when evaluating your company's employment-related practices.

**Key Areas to Consider:**

- Recruitment and Hiring: Ensure that your recruitment and hiring process is fair, equitable, and compliant with all applicable laws and regulations.
- Employee Classification: Ensure that your employee classification is accurate and compliant with all applicable laws and regulations.
- Compensation and Benefits: Ensure that your compensation and benefits program is competitive and compliant with all applicable laws and regulations.
- Performance Management: Ensure that your performance management system is fair, equitable, and compliant with all applicable laws and regulations.
- Termination: Ensure that your termination process is fair, equitable, and compliant with all applicable laws and regulations.

**Key Questions to Ask:**

- Are your employment-related practices fair, equitable, and compliant with all applicable laws and regulations?
- Are your employment-related practices competitive and compliant with all applicable laws and regulations?
- Are your employment-related practices fair, equitable, and compliant with all applicable laws and regulations?

### General Employee Safety Manual

**Employee Safety Manual**

**A Guide to Safety Policies and Procedures**

**Published by: [Company Name]**

This manual provides a comprehensive overview of the company's safety policies and procedures. It is intended to be used as a reference for all employees and to ensure that all employees are aware of the company's commitment to safety.

**Key Topics Covered:**

- Safety Policies and Procedures
- Emergency Procedures
- First Aid and First Aid Kits
- Fire Safety
- Workplace Safety
- Personal Safety
- Vehicle Safety
- Health and Safety

### Loss Control Evaluator

**Loss Control Evaluator**

This evaluator is designed to help you assess your company's loss control program and identify areas for improvement. It covers a wide range of topics, including safety, security, and environmental risk management.

**Key Areas to Evaluate:**

- Safety: Evaluate your company's safety program, including policies, procedures, and training.
- Security: Evaluate your company's security program, including policies, procedures, and training.
- Environmental Risk Management: Evaluate your company's environmental risk management program, including policies, procedures, and training.

**Key Questions to Ask:**

- Are your loss control programs fair, equitable, and compliant with all applicable laws and regulations?
- Are your loss control programs competitive and compliant with all applicable laws and regulations?
- Are your loss control programs fair, equitable, and compliant with all applicable laws and regulations?

### Playing it Safe: Beating the Summer Heat

**PLAYING IT SAFE**

**Beating the Summer Heat**

Summer is a great time to enjoy the outdoors, but it can also be a dangerous time if you're not prepared. This document provides an overview of the key areas to consider when evaluating your company's summer safety program.

**Key Areas to Consider:**

- Heat Stress: Ensure that your employees are aware of the signs and symptoms of heat stress and are trained to recognize and respond to heat stress.
- Dehydration: Ensure that your employees are encouraged to drink plenty of water and are provided with access to water.
- Exhaustion: Ensure that your employees are encouraged to take breaks and rest during the heat of the day.
- Heatstroke: Ensure that your employees are aware of the signs and symptoms of heatstroke and are trained to recognize and respond to heatstroke.

**Key Questions to Ask:**

- Are your summer safety programs fair, equitable, and compliant with all applicable laws and regulations?
- Are your summer safety programs competitive and compliant with all applicable laws and regulations?
- Are your summer safety programs fair, equitable, and compliant with all applicable laws and regulations?

### Safety Matters: Safe Lifting Techniques

**Safety Matters**

**Safe Lifting Techniques**

Proper lifting techniques are essential for preventing back injuries and other workplace injuries. This document provides an overview of the key areas to consider when evaluating your company's safe lifting program.

**Key Areas to Consider:**

- Posture: Ensure that your employees are trained in proper posture and are encouraged to maintain good posture at all times.
- Technique: Ensure that your employees are trained in proper lifting techniques, including the use of their legs and back.
- Frequency: Ensure that your employees are encouraged to take breaks and rest during the heat of the day.
- Weight: Ensure that your employees are encouraged to lift only what they can handle safely.

**Key Questions to Ask:**

- Are your safe lifting programs fair, equitable, and compliant with all applicable laws and regulations?
- Are your safe lifting programs competitive and compliant with all applicable laws and regulations?
- Are your safe lifting programs fair, equitable, and compliant with all applicable laws and regulations?

### **Technology Solutions for Lake Lemon Conservancy District**

At First Insurance Group Inc, we continually look for innovative risk management resources and value-added services to ensure your customer satisfaction. We use state-of-the-art technology to deliver these products and services to you.

#### **ModMaster®**

Realize your company's full potential for cost savings with a complete mod analysis. We can help you better understand your mod rating and determine just how much you could be saving on your work comp premiums. Using your loss history information we can work together to create a targeted loss control program to decrease your total costs

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>COVERAGE SPEC SHEET</b></p>
---

<b>Property Coverage (All per location unless otherwise indicated)</b>	<b>Limit</b>
<i>provided through Bliss-McKnight</i>	
Buildings	\$144,973
Business Personal Property	\$10,709
Deductible (self-insured retention - apply to all coverages)	\$500
Agreed Value	No
Coinsurance	80%
Special Cause of Loss	Included
Replacement Cost	Included
Terrorism Risk	Included
Earthquake/Deductible	Excluded
Flood/Deductible	Excluded
Footings & Foundations	Excluded
<i>Business Income</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000
Building glass - insured as part of building	Included
Change in temperature/humidity as a result of covered loss	Excluded
Off premises utility services (water, communication, power supply)	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000
Fine Arts	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000
Underground Property	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>
Ordinance of Law	
Loss to undamaged portion of building	Excluded
Demolition and increased cost construction	Excluded
Outdoor property (trees, shrubs & plants)	\$10,000
Paved Surfaces	Excluded
<i>Personal Effects (\$1,000 theft limit)</i>	<i>\$25,000</i>
<i>Pollutant clean up and Removal</i>	<i>\$25,000</i>
Property Off Premises	\$10,000
<i>Property in Transit</i>	<i>\$25,000</i>
Premises Boundary	100 Feet

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>COVERAGE SPEC SHEET</b></p>
---

**Signs**

Attached to building - insured as part of building	Included
Not attached to building	\$1,000
Trailers (non-owned - detached)	\$5,000
Valuable Papers	\$25,000

**Crime Coverage**

*provided through Cincinnati Insurance Company*

Employee Dishonest/Agents of Association & Directors or Officers	\$100,000
Forgery or Alteration	Excluded
Money & Securities	\$10,000

**Contractor's Equipment**

*provided through Bliss-McKnight*

Mobile & Contractors Equipment	\$413,619
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**Commercial General Liability Coverage**

*provided by Bliss-McKnight*

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Product Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$50,000
Medical Payments	No Coverage
Employee Benefit Liability - per Occurrence	No Coverage
Employee Benefit Liability - Aggregate	No Coverage
Errors or Omissions Liability - per Occurrence	\$1,000,000
Errors or Omissions Liability - Aggregate	\$1,000,000
Errors or Omissions - Deductible	\$2,500
Civil Rights Liability - per Occurrence	\$1,000,000
Civil Rights Liability - Aggregate	\$1,000,000
Civil Rights Liability	\$2,500
Incidental Lifesaving & Rescue Services	Included

**Directors & Officers Coverage**

*provided by Cincinnati Insurance*

Directors & Officers Liability - in aggregate	\$1,000,000
Directors & Officers Employment Practices Liability - in aggregate	\$1,000,000
Directors & Officers Liability - Deductible	\$2,500

<b>LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET</b>
--

**Commercial Auto***provided through Bliss-McKnight*

Liability Symbol	1
Liability Limits	\$1,000,000
Uninsured Motorist	\$1,000,000
Underinsured Motorist	\$1,000,000
Medical Payments	No Coverage
Comp/Collision Deductible	\$250/\$500

**Commercial Umbrella Liability Coverage***provided through Cincinnati Insurance Company*

Liability Limit	\$3,000,000
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**Workers Compensation Coverage***provided through Bliss-McKnight*

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

<p style="text-align: center;"><b>LAKE LEMON CONSERVANCY DISTRICT</b>  <b>Statement of Values</b></p>
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<u>LOCATION</u>	<u>BUILDING</u>	<u>CONTENTS</u>
7599 N. Tunnel Rd. Unionville, IN (Office)	\$63,654	\$10,709
7599 N. Tunnel Rd. Unionville, IN (Gate House)	\$5,305	\$0
7599 N. Tunnel Rd. Unionville, IN (Storage)	\$25,133	\$0
7599 N. Tunnel Rd. Unionville, IN (Club House)	\$34,967	\$0
7599 N. Tunnel Rd. Unionville, IN (Rest Rooms)	\$15,914	\$0
SUB-TOTALS	\$144,973	\$10,709

**LAKE LEMON CONSERVANCY DISTRICT  
AUTO & INLAND MARINE SCHEDULES**

**Auto Schedule**

- 1 1996 GMC Truck
- 2 1991 SLR Trailer #517294
- 3 1998 Boat Trailer #002669
- 4 1999 Ford F450

<b><u>Inland Marine Schedule</u></b>	<b><u>Limit</u></b>
1 2004 John Deere CX Gator	\$3,749
2 1975 Harris 24' Pontoon	\$3,000
3 1993 Yamaha 4 Stroke Motor	\$1,200
4 1996 Sylvan Runabout Boat	\$4,500
5 Misc Accessories for Patrol Boat	\$1,000
6 3 Section Barge	\$144,570
7 Push Boat	\$54,600
8 Caterpillar Articulating Truck	\$85,000
9 Komatsu Excavator	\$88,000
10 Caterpillar D4C Bulldozer	\$28,000

<b>AGENT NOTES</b>
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- 1 Bliss McKnight does provide coverage for liability in event of dam failure.
- 2 Equipment floater does cover equipment while waterborne.
- 3 Directors and Officers coverage is for a 3 year term and is loded in through 2017.
- 4 Employment practices coverage is provided through the directors and officers policy.
- 5 Equipment coverage does not provide for retrieval of equipment.
- 6 Policy does not provide coverage for any type of cyber liability or data breach.
- 7 It is recommended that agent review all contracts for insurance implications prior to signing

<b>MARKETING EFFORTS</b>
--------------------------

- 1 Travelers declined due to high risk dam.
- 2 Selective declined, not a market for this type of exposure.
- 3 Burns and Wilcox declined as they are not competitive with Bliss McKnight.
- 4 Arlington Roe did not present quote in time for proposal.
- 5 Philadelphia did not present quote in time for proposal.
- 6 Cincinnati declined writing underlying exposures.

**Lake Lemon Conservancy District****PREMIUM SUMMARY COMPARISON**

	<u>2012</u>	<u>2013</u>	<u>2014</u>
General Liability	\$18,843	\$19,185	\$18,809
Commercial Property	\$773	\$743	\$709
Inland Marine	\$4,896	\$5,996	\$3,971
Crime-Position Bond	\$275	\$275	\$275
Commercial Auto	\$1,718	\$1,718	\$1,397
Worker's Compensation	\$4,209	\$4,625	\$5,675
Commercial Umbrella	\$7,137	\$6,798	\$6,992
Directors & Officers Liability	<u>\$1,116</u>	<u>\$1,116</u>	<u>\$1,251</u>
<b>Tota</b>	<b>\$38,967</b>	<b>\$40,456</b>	<b>\$39,079</b>



# *Lake Lemon Conservancy District*

## **2014 SURPLUS PARCEL SUBLEASE AGREEMENT**

This Surplus Parcel SUBLEASE AGREEMENT is hereby entered by and between the City of Bloomington Utilities Department ("CBU"), the Lake Lemon Conservancy District ("LLCD"), and  
\* \_\_\_\_\_ ("SUBLESSEE").

**WHEREAS**, the CBU is the owner of real estate in \* \_\_\_\_\_ County, Indiana, referred to herein as the "Real Estate" more specifically identified in the Lease Agreement by and between CBU and LLCD; and,

**WHEREAS**, CBU has leased said Real Estate to the LLCD pursuant to a Lease Agreement executed between CBU and LLCD, and subject to the terms of that agreement LLCD may sublease certain Surplus Parcels of the Real Estate to freeholders;

**WHEREAS**, SUBLESSEE desires to have access over and across the CBU Surplus Parcel of real estate for placement of a boating dock and for Lake Access pursuant to the terms of this Sublease Agreement; and

**WHEREAS**, the CBU, LLCD and SUBLESSEE wish to enter into a Sublease Agreement, giving the SUBLESSEE access across a Surplus Parcel under specifically stated terms;

**NOW, THEREFORE**, in consideration of the mutual benefits described below, the parties agree as follows:

### **1. DEFINITIONS.**

"Lake Access" means that a person is authorized to go upon a Surplus Parcel to engage in activities normally associated with the enjoyment and use of a lake (e.g. swimming, boating, fishing). Lake Access includes the right to construct a dock accommodating no more than two boats in a manner and location as provided by the LLCD.

"Sublease Agreement" is an agreement entered into between a freeholder of property within the Conservancy District and LLCD, which grants to the freeholder rights of Lake Access across a Surplus Parcel for a period of one calendar year.

"Surplus Parcel" refers to those land parcels owned by the CBU and leased to the LLCD, which land parcels may be subleased to LLCD freeholders.

2. The purpose of the Surplus Parcel Sublease Agreement is to provide SUBLESSEE with Lake Access across a Surplus Parcel, as designated by the LLCD by its resolution and in its sole discretion. This Sublease Agreement does not confer nor create any other rights or privileges for SUBLESSEE beyond providing access to the lake and for placement of a boating dock, all in accordance with the terms and conditions of this Sublease Agreement.

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31<sup>st</sup> day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2014. The final due date for sublease fee payment shall be May 31, 2014 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.

4. This Sublease Agreement may be terminated and all rights accorded the SUBLESSEE shall end upon the LLC D giving SUBLESSEE a thirty (30) day written notice at the address provided below. In accordance with the Lease Agreement between CBU and LLC D, any sublease of a parcel, including the sublease executed herein, shall terminate ninety (90) days after CBU has given LLC D a notice that the Lease Agreement is being terminated. The Sublease Agreement shall automatically terminate on the date of closing in the event that SUBLESSEE sells his/her freehold property.

5. SUBLESSEE may not assign or transfer the rights conferred herein under, and may not receive compensation of any kind for use of the Lake Access facilities available pursuant to this Sublease Agreement. SUBLESSEE may not, without prior written approval of LLC D, install more than one (1) dock or store more than two (2) boats total at the facility located on the Surplus Parcel pursuant to this Sublease Agreement. SUBLESSEE agrees to reasonably maintain the area of the Surplus Parcel and keep it clear of debris or overgrowth of vegetation. Two (2) SUBLESSEE'S may share a dock and each must execute a Sublease Agreement, although only one Sublease Agreement fee shall be due per dock. Tenant(s) of Sublessee rental property(ies) utilizing a dock on a sublease site must execute a Sublease Agreement; be bound to all the terms and conditions thereto; be identified on the Application for Sublease; and obtain a non-resident annual LLC D boat permit. It is the Sublessee's responsibility to notify the LLC D office of any rental properties which include utilization of a dock on a surplus parcel to ensure that execution of the Surplus Parcel Agreement by the Sublessee's tenant is obtained. Short term renters/houseguests of sublessees' do not have to execute a Sublease Agreement but must obtain the appropriate LLC D Boating Permit(s). (Short term is defined as up to a total of two weeks during the boating season.) A member of the SUBLESSEE'S family, who is not a freeholder, may moor a boat at the SUBLESSEE'S dock. In such event, the non-freeholder family member must own the boat; be identified on the Application for Sublease; and obtain a non-resident annual LLC D boat permit.

6. The erection, planting, or construction of trees, vegetation, fixtures, additions or any other permanent improvements to the Surplus Parcel are prohibited without prior written approval of LLC D and/or CBU. The use of the premises shall be for personal recreational purposes only and does not include use for overnight camping. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission from LLC D and/or CBU through its permit process.

7. LLC D and/or the CBU reserves the right to conduct formal inspections of the Surplus Parcel and the access facilities located thereon. Freeholder shall cooperate in providing both access and documentation reasonably requested by LLC D and/or the CBU to ensure compliance with the terms and condition of this agreement.

8. SUBLESSEE, by him/herself, his/her dependents, spouses, heirs, executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injury, including injury resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of or arising out of the use of the Surplus Parcel, and for the same consideration, hereby agrees to indemnify, hold harmless, release, waive and forever discharge the LLC D, the City of Bloomington, CBU, and their employees, agents officers, successors and assigns and all other persons and entities associated therewith, for all bodily and personal injury, including injury resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of or arising out of the use of the Surplus Parcel and lake, including, but not limited to, any claim or claims brought by third parties, including SUBLESSEE'S guests, invitees, and licensees, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of LLC D and/or CBU.

9. It is understood and agreed by all parties that the location of any docks and boundaries of access areas are approximate and that such approximations shall be for the purposes of this Sublease Agreement. LLC D and/or CBU reserve the right to establish the actual location of a SUBLESSEE'S dock as a part of its management of Lake Access.

10. Nothing in this agreement shall be construed as limiting CBU'S right as owner of the real estate and lake.

11. Upon a breach of this Sublease Agreement, the LLC D may terminate this Sublease Agreement with ten (10) days notice to the SUBLESSEE and pursue all remedies available at law or in equity and shall be entitled to all damages, including reasonable attorney fees. If the Sublease Agreement is terminated by the LLC D, the SUBLESSEE shall promptly remove all personal property, including docks, from the Surplus Parcel. In the event the SUBLESSEE fails to do so, LLC D may take such steps as necessary to remove SUBLESSEE'S property and SUBLESSEE shall reimburse the LLC D for the cost of such removal.

12. This Agreement shall be construed under the laws of the State of Indiana and the parties agree to venue in the county in which the Surplus Parcel is located.

13. Upon execution of this Sublease and payment of the Sublease fee, a dock decal will be issued by the LLCD to the Sublessee, who agrees to display the dock decal at the end of the Sublessee's dock, or, if there is no dock placed in the water, then displayed in a location along the shore, in any case, visible from the water, unobstructed and in plain view.

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SUBLESSEE**

**By:**

\*

\_\_\_\_\_  
(Signature)

\*Name Printed: \_\_\_\_\_

\*Lake Address: \_\_\_\_\_  
\_\_\_\_\_

\*Telephone: \_\_\_\_\_

\*Home Address: \_\_\_\_\_  
\_\_\_\_\_

\*Telephone \_\_\_\_\_

\*Parcel Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

**By:**

\_\_\_\_\_  
(Signature)

Name Printed: Bob Madden

Title: Manager

**CITY OF BLOOMINGTON UTILITIES**

**By:**

\_\_\_\_\_  
(Signature)

Name Printed: John Langley

Title: Assistant Director

\* Allow 4-6 weeks for processing.

\*\* Mail Application for Sublease; Surplus Parcel Sublease Agreement; and payment to:

**LLCD**  
**7599 North Tunnel Road**  
**Unionville, IN 47468**

For Office Use Only

\*\*\*\*\*

**Date of Check** \_\_\_\_\_ **Check Number** \_\_\_\_\_ **Check Amount** \_\_\_\_\_

Sublease Dock Registration Number \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **2014 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and the **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Port Hole Inn, INC.** (hereinafter "Port Hole").

#### **WITNESSETH:**

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

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

WHEREAS, the Port Hole owns real estate non-adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon through the LLCD's Surplus Parcel Sub-Lease Policies for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through and across the land owned by the CBU and leased to the LLCD ("Surplus Parcel") as well as installation of a commercial dock on the lake for its patrons and business invitees, the Port Hole shall pay a Commercial Surplus Parcel Sub-lease Agreement fee each calendar year as a charge for such access and use. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis. This Sublease Agreement permits the Port Hole to construct a dock, in accordance with this Agreement, and allow Port Hole patrons and invitees use of the dock for access from the lake to its business operation. This Agreement does not confer or create any other rights or privileges for the Port Hole beyond providing access to the lake and for placement of a dock, all in accordance with the terms and condition of this Agreement. Port Hole shall be fully responsible for monitoring the use of the dock and enforcing lake regulations thereon and for maintaining the Surplus Parcel and dock area in a healthful and clean condition.
2. For calendar year 2014, the Port Hole shall pay a fee to LLCD, as follows:

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

- a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
  - b. The fee shall be paid on a calendar year basis, by March 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2014.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to,

any claims brought by third parties, including Port Hole's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCDC or CBU.

9. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.
10. This Agreement shall be in effect until the end of the calendar year of execution, at which time it shall terminate according to its terms. It may be renewed by the LLCDC and CBU, but in its sole and exclusive discretion and shall not carry over from one calendar year to the next without the express agreement of the LLCDC and CBU and execution of a new Agreement by all parties.
11. This Agreement shall be construed under Indiana law and any dispute arising from its terms shall be heard in the Monroe Circuit Court in Bloomington, Indiana.

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS  
PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PORT HOLE INN, INC:**

By: \_\_\_\_\_  
Sands & Sands Properties, LLC  
Name Printed: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Name Printed: Bob Madden  
Title: Manager

**CITY OF BLOOMINGTON UTILITIES**

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Sublease Dock Registration Number \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **AGREEMENT FOR THE USE OF RIDDLE POINT PARK PROPERTY**

WHEREAS, the Lake Lemon Conservancy District (hereinafter "LLCD") leases from the City of Bloomington Utilities Department certain property known as Riddle Point Park on Lake Lemon; and,

WHEREAS, the BOYS AND GIRLS CLUB OF BLOOMINGTON (hereinafter "BGCB"), has requested permission to use said facilities as part of its summer day camp operation and intends to offer recreational activities, including swimming and boating;

NOW, THEREFORE, upon the condition set forth herein, LLCD hereby grants to BGCB permission to use said facilities according to the following terms:

1. BGCB shall be permitted to use said facilities year round from June 1, 2014 to May 31, 2015.
2. BGCB shall provide staff supervision in accordance with the current American Camping Association counselor to camper ratio.
3. BGCB will be allowed to offer swimming at Riddle Point Beach at such times and locations as designated by the Manager of LLCD.
4. In the event that BGCB offers swimming, it shall be required to provide, at its own expense, supervision for such swimming activity with one American Red Cross certified lifeguard for every twenty-five (25) swimmers. Supervision is required for Boys and Girls Club participants only.
5. BGCB will be permitted to install a boat dock on Lake Lemon for the purpose of fishing and mooring watercraft owned by the BGCB; however, such boat dock must be constructed and maintained in accordance with the LLCD policy governing lake access structures.

6. BGCB will be required to purchase all appropriate LLCD annual resident boat passes at a 50% reduction.
7. BGCB shall comply with all Lake Lemon and Riddle Point Beach rules and regulations as established by the LLCD. BGCB further agrees to comply with all federal, state, county and local ordinances, laws, rules and regulations pertaining to the activities contemplated under this agreement.
8. BGCB understands that use of Lake Lemon and Riddle Point Park will not be at the exclusion of other individuals and groups sharing use of same area and facilities. Any dispute or disagreement of any kind between BGCB, which includes any person using Riddle Point or related facilities under the direction of BGCB, and any other group or individual authorized to use Riddle Point property shall be resolved by LLCD and BGCB shall be bound to the decisions of LLCD with respect thereto.
9. BGCB shall provide the LLCD, upon request, with signed Permission and Release Forms, Exhibit 1, which shall be executed by a parent or guardian of each child who participated in activities on Riddle Point Park property.
10. BGCB shall pay to LLCD a sum not to exceed one dollar (\$1.00) to compensate LLCD for the expenses, which it incurs in operating and maintaining Riddle Point Park. Payment for such use shall be due within thirty (30) days of execution of this contract.
11. At all times during the term of this Agreement, BGCB shall maintain general public liability and property damage insurance with a company acceptable to LLCD, with policy limits in the minimum coverage amounts of One Million Dollars (\$1,000,000.00) per occurrence for liability and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for property damage and Two Million Dollars (\$2,000,000.00), in the aggregate. The LLCD and City of Bloomington Utilities shall be named as additional insureds and the BGCB shall provide a Certificate of Insurance to the LLCD as a part of this Agreement prior to the use of Riddle Point by BGCB for any of its activities.
12. BGCB shall have the right to use an area of land as depicted on Exhibit 2, attached hereto and incorporated herein by reference, for games, sports and similar recreational uses during the term of this agreement, subject to the provisions of this agreement. Additional areas of the park may be used with LLCD approval.
13. LLCD shall maintain the grounds and public restroom facility at Riddle Point Park except in the area surrounding the building owned by BGCB.
14. BGCB shall be responsible for all damages of any kind arising from BGCB's use of Riddle Point property and related facilities, including but not limited to property damage, clean up costs and expenses incurred in enforcement of this provision. If it should become necessary for LLCD to enforce any provision of this agreement,

LLCD shall be entitled to recover reasonable attorney's fees and any other costs incurred.

15. BGCB is responsible for ensuring compliance with all provisions included herein by all individuals using LLCD property under its supervision and participating in its programs.
16. In the event BGCB fails, at any time, to comply with any provision of the agreement as determined by LLCD, LLCD may terminate BGCB's use of the Riddle Point property, or set forth additional restrictions.
17. The Parties understand and agree that LLCD is not responsible for any injuries that in any way arise from or are incidental to use of Riddle Point property, facilities or any other LLCD property.
18. FURTHERMORE, in consideration for the use of LLCD facilities, BGCB, by its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of the premises by BGCB, its officers, directors, agents, employees, members, participants, successors and assigns, in the use of said facilities; and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge LLCD, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the LLCD, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of the premises by BGCB, its officers, directors, agents, employees, members, participants, successors and assigns, in the use of said facilities, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

THE PARTIES, intending to be bound, have executed the CONTRACT FOR USE OF RIDDLE POINT PROPERTY, this 11<sup>th</sup> day of December, 2013.

**LAKE LEMON  
CONSERVANCY DISTRICT**

By its Board of Directors

\_\_\_\_\_  
John Schell, Chairman

\_\_\_\_\_  
Date

**BOYS AND GIRLS CLUB OF  
BLOOMINGTON**

By its Board of Directors

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**Exhibit 1**

**PARENTAL PERMISSION SLIP AND RELEASE FORM**

I, \_\_\_\_\_ (parent/guardian name) do hereby give permission for my child, \_\_\_\_\_ to participate in the Boys and Girls Club of Bloomington day camp program which includes swimming activities at Riddle Point Beach on Lake Lemon.

I hereby release the Lake Lemon Conservancy District and the City of Bloomington Utilities Department, their officers, agents, employees and insurers for any present or future personal injury or damage to property caused by or having any relation to this activity. I understand that this release binds my heirs, executors and administrators. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

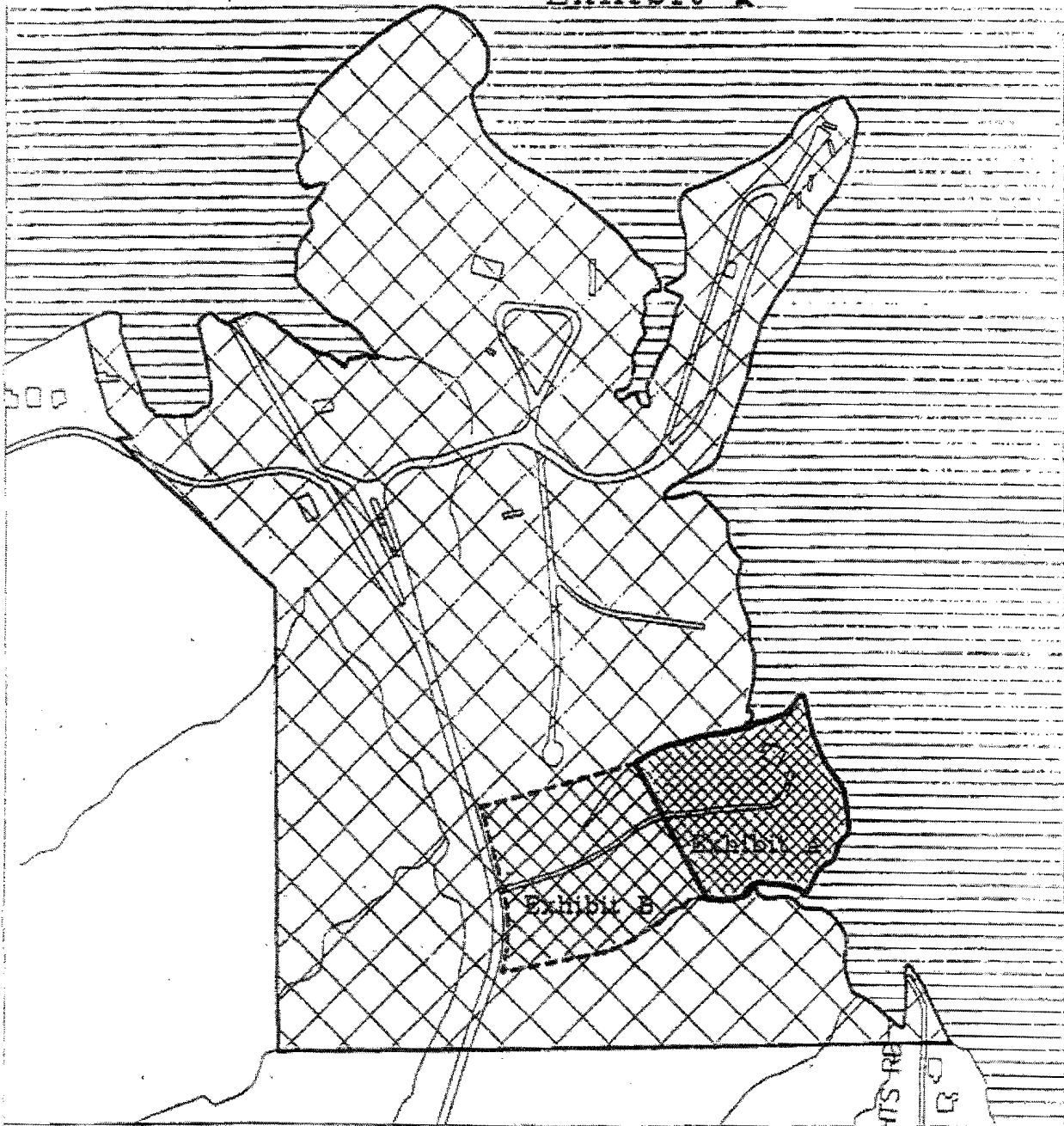
\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number in case of emergency

# Exhibit 1



Riddle Point Park  
showing Boys & Girls Club (BGC) areas leased from the CBU:  
Exhibit A - Leased Premises  
Exhibit B - Additional Premises

By: grayd  
30 Oct 01  
File: LRiddleBGC

300' 0 300 600 900

For reference only; map information NOT warranted.

City of Bloomington  
Utilities Engineering



Scale: 1" = 300'



## *Lake Lemon Conservancy District*

### **MARINA/CLUB AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Bloomington Yacht Club**, (hereinafter "Marina/Club").

#### **WITNESSETH:**

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

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

WHEREAS, the Marina/Club owns real estate adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Not for Profit Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For the calendar year 2014, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Five Hundred Dollars (\$500.00) Not for Profit Marina Fee; and
  - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied/rented wet boat slips.
  - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Not for Profit Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2014.
  - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
    - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
    - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same

consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.

7. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 11<sup>th</sup> day of December, 2013.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: Bob Madden  
Title: Manager

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **MARINA/CLUB AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Indiana University**, (hereinafter "Marina/Club").

#### **WITNESSETH:**

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

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

WHEREAS, the Marina/Club owns real estate adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Educational Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For calendar year 2014, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Five Hundred Dollars (\$500.00) Educational Marina Fee; and
  - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied wet slips mooring boats owned by Marina/Club.
  - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Educational Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2014.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
  4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
  5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
  6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as

a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.

7. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 11th day of December, 2013.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: Bob Madden  
Title: Manager

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_



# *Lake Lemon Conservancy District*

## **RIDDLE POINT PARK USE AGREEMENT**

This Riddle Point Park Use Agreement is made by and between **The Lake Lemon Conservancy District** (hereinafter "LLCD") and **The Riddle Point Rowing Association, Inc.** (hereinafter "RPRA").

### **WITNESSETH:**

WHEREAS, the City of Bloomington Utilities (hereinafter "CBU") owns certain real estate located in Monroe and Brown Counties, Indiana, which real estate includes Lake Lemon and land known as Riddle Point Park, a portion of which real estate is leased to and managed by the LLCD; and,

WHEREAS, by written Lease Agreement dated May 28, 1996, as the same has been amended from time-to-time, the CBU leases a certain portion of the real estate known as Riddle Point Park, located in Monroe County, Indiana, to the Boys and Girls Club of Bloomington; and,

WHEREAS, the LLCD has an Agreement for the Use of Riddle Point Park Property with Boys and Girls Club of Bloomington with regard to access and use of portions of Lake Lemon and Riddle Point Park leased to and managed by LLCD; and

WHEREAS, the RPRA has entered into a Memorandum of Understanding, dated April 16, 2007, with Boys and Girls Club of Bloomington, which Memorandum has been authorized and approved by the CBU as a Second Addendum to the Lease Agreement, dated April 16, 2007; and

WHEREAS, the RPRA desires to have access and permission to use the Lake, facilities, and portions of Riddle Point Park leased to and managed by LLCD in conjunction with its Memorandum of Understanding with the Boys and Girls Club of Bloomington;

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

1. Lake Lemon Conservancy District (LLCD) hereby grants RPRA permission and authorization to access and utilize Riddle Point Park and Lake Lemon in conjunction with and consistent with the terms of the Memorandum of Understanding with the Boys and Girls Club of Bloomington and as further provided by this Agreement. This Agreement commences on March 1, 2014 and shall be for a one year term. It may be renewed on an annual basis by written agreement of the parties.
2. All operation and maintenance costs associated with RPRA's use of Lake Lemon or Riddle Point Park under this Agreement shall be the sole responsibility of RPRA.
3. RPRA will be permitted to utilize a boat dock jointly with Boys and Girls Club of Bloomington on Lake Lemon for use by RPRA in accordance with this Agreement and the rules and regulations of the LLCD, as the same may be amended from time to time.
4. At all times during the term of this Agreement, RPRA shall maintain and include the LLCD and CBU as "additional insureds" on a liability insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting arising under or from this Agreement which shall include damages, expenses and attorney fees. The minimum coverage amounts for the commercial general liability insurance maintained by RPRA shall be One Million Dollars (\$1,000,000.00) for each occurrence, \$300,000 for property damage and \$5,000,000 general aggregate coverage. RPRA shall provide a Certificate of Liability Insurance to LLCD.
5. RPRA shall be required to purchase annual boat passes in accordance with the regulations of LLCD and may do so at the resident rate so long as this Agreement is in full force and effect and there is no event of default.
6. RPRA shall comply with all rules and regulations of the LLCD and Riddle Point Park. It shall further comply with all federal, state, county and local ordinances, laws, rules and regulations pertaining to activities contemplated by the Memorandum of Understanding and this Agreement.
7. RPRA acknowledges that use of Lake Lemon and Riddle Point Park will not be exclusive to RPRA. Any dispute or disagreement of any kind regarding use or access to Lake Lemon or Riddle Point Park shall be resolved by LLCD and RPRA shall be bound to the decision of LLCD with respect thereto.
8. RPRA shall be responsible for all damages of any kind arising from RPRA's use of Lake Lemon and Riddle Point Park or other facilities arising from this Agreement, including but not limited to property damage, clean up costs, and expenses incurred in enforcement of this provision, including LLCD's reasonable attorney fees and other costs incurred by LLCD.
9. In the event that RPRA fails, at any time, to comply with any provision of this Agreement, LLCD may terminate this Agreement upon the giving of notice to RPRA or set forth additional restrictions, as it deems proper in its sole discretion.

10. In consideration of the use of Lake Lemon and Riddle Point Park under the terms of this Agreement, RPRA, by its officers directors, agents, employees, members, successors, and assigns, does hereby acknowledge and agree to assume full and complete liability and shall indemnify and hold harmless LLCD, its officers, directors, agents, employees, successors and assigns, with regard to all bodily and personal injuries, including injuries resulting in death, and property damages, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and costs, which may occur as a result of or arise from the use of the premises by RPRA or arising under this Agreement.
11. In the event of breach of this Agreement, the non-breaching party may terminate this Agreement immediately and or seek any remedy available in law or equity. In the event of breach, the breaching party shall be responsible for all damages suffered by the non-breaching party, including the costs and reasonable attorney fees.
12. This Agreement shall be governed by and construed under the laws of the State of Indiana and venue for any dispute arising hereunder shall be the Monroe Circuit Court, Monroe County, Indiana.
13. This Agreement contains the entire agreement between the parties and shall be amended or modified only by written instrument signed by both parties hereto.
14. The Lease Agreement between CBU and the Boys and Girls Club of Bloomington, as the same has been amended from time to time, the Memorandum of Understanding between the RPRA and Boys and Girls Club of Bloomington are each attached hereto and incorporated herein by reference as material parts of this Agreement. To the extent that any provision of this Agreement regarding RPRA conflicts with a provision of the agreements referenced and incorporated by this paragraph, this RIDDLE POINT PARK USE AGREEMENT shall control.

THE PARTIES, intending to be bound, have executed this RIDDLE POINT PARK USE AGREEMENT this 11<sup>th</sup> day of December, 2013.

**RIDDLE POINT  
ROWING ASSOCIATION:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

Name Printed: \_\_\_\_\_

John Schell, Chairman, Board of Directors  
Lake Lemon Conservancy District

Address: \_\_\_\_\_

\_\_\_\_\_



## *Lake Lemon Conservancy District*

### **SPECIAL USE AGREEMENT**

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

#### **WITNESSETH:**

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

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

WHEREAS, IU desires to secure a special use permit for access to the lake for a rowing course and rowing events associated with university athletics;

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

1. Lake Lemon Conservancy District (LLCD) and the CBU hereby issue a special use permit to IU to conduct competitive rowing events on Lake Lemon. This Agreement commences on March 1, 2014 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, IU has installed fixtures in Lake Lemon to create a rowing course on Lake Lemon. If the use of such fixtures is to be discontinued by IU or the special use permit revoked, canceled or terminated for any reason, IU shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of Indiana University. The parties acknowledge that in addition to the fixtures installed in Lake Lemon, as referenced above, IU may utilize temporary event fixtures, which fixtures shall be installed and removed on the day of the rowing event by IU.

3. IU shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting from use under this special use permit which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by Indiana University. The minimum coverage for its insurance policy shall be One Million Dollars (\$1,000,000.00).
4. IU shall be solely responsible for providing and maintaining sanitary facilities, parking assistance, clean-up following an event, repair of any property damage resulting from an event on Lake Lemon and shall provide other event-related assistance at Riddle Point Park and Lake Lemon as reasonably requested by LLCD and CBU.
5. IU shall pay to LLCD a special use permit fee of Two Hundred Fifty Dollars (\$250.00) for a rowing regatta on March 22, 2014; Two Hundred Fifty Dollars (\$250.00) for a rowing regatta on April 5, 2014; and One Thousand Five Hundred Dollars (\$1,500.00) for a rowing regatta on April 25-26, 2014. Permit fees paid in full at least thirty (30) days prior to event date. No additional daily use or launch fees shall be charged for watercraft involved in the events. All specific events and dates must be approved, in advance, by LLCD, which approval shall include written notification by LLCD in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCD, IU shall provide a written, specific Event Plan which plan will incorporate all relevant rules and regulations for the event, the steps taken by IU and the LLCD to cooperatively host said event and the respective duties of each party relating to the specific event. The Event Plan will be approved by both parties, in writing, and signed by the LLCD and IU and shall be incorporated as a part of this Agreement as an Addendum, as if fully set forth herein.
7. In the event of a breach of this Agreement the non-breaching party may:
  - 1) Terminate this Agreement;
  - 2) Seek any remedy available in law or equity; and/or
  - 3) LLCD may revoke the special use permit upon breach by IU

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

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

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 11<sup>th</sup> day of December, 2013.

**INDIANA UNIVERSITY:**

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

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

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

Bob Madden  
Manager

**CITY OF BLOOMINGTON UTILITIES**

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

John Langley  
Assistant Director

## **“Addendum”**

Date: November 14, 2013

To: Bob Madden, Lake Lemon Conservancy District Manager  
Lake Lemon Conservancy Board Members

From: Steve Peterson, IU Varsity Women's Rowing Head Coach

Re: Event Plan for three home regattas on Lake Lemon in spring of 2014

The Indiana University Athletics Department would like to host three regattas on Lake Lemon this coming spring: a Home regatta vs. Dayton/Duquesne on March 22, a regatta with West Virginia on April 5, and our 6<sup>th</sup> Annual Dale England Cup Regatta on April 25 & 26, 2014.

The Dale England Cup would feature crews from the University of Alabama, the University of Rhode Island and Notre Dame.

As they have in the past, these events will provide the Indiana University rowing program with the opportunity for great racing as well as some tremendous positive exposure in both the rowing and local communities. In addition to that, the regattas have significant ramifications annually with respect to the NCAA Championship selection because of the schools that will be attending.

For the regattas with Dayton/Duquesne on March 22 and against West Virginia on April 5, we are only requesting to hold the event on our buoyed course. We are not looking to use Riddle Point Park as our regatta headquarters. We would run everything out of IU's boathouse site.

For the Dale England Cup on April 25&26, we are requesting use of the park and that no fishing tournaments are held on those days like we have with our past regattas.

In order to meet NCAA Championship requirements and to provide an outstanding sporting venue, we are requesting some additional considerations for the event from the Lake Lemon Conservancy Board. These considerations include:

1. The use of Riddle Point Park and the Shelter House as a staging area for teams and spectators (this would only be for the regatta on April 25&26).
  - a) All teams would utilize the field to the west of the shelter house for boat storage and team tents.
  - b) Team trailers would be parked in the circle drive to the south of the Shelter house.
  - c) Spectators would be utilizing Riddle Point as their primary viewing area.
  - d) Two docks from the IU Rowing and Sailing Center would be moved temporarily for the days of racing from the IU property to the Riddle Point Park beach area to accommodate launchings. The docks would be moved over to Riddle Point on the Thursday before the event and moved back to the IU property on the Sunday and Monday after the event.
  - e) Temporary loudspeakers would be put up to broadcast the race commentary and results.
  - f) Indiana University food and clothing concessions would be located on Riddle Point Property during the event.
  - g) All preparations and clean up would be conducted and paid for by the IU Athletics Department. This would include any necessary mowing, leaf/branch debris, ground

maintenance and garbage cleanup, as well as possible beach grading prior to the event to prepare the venue.

- h) Portable toilets would be brought in and located near the bathhouse and out on Riddle Point for all competitors/spectators and paid for by the IU Athletic Department.
  - i) All parking and regatta operations will be conducted by the IU Athletics Department.
2. Installation of the 2,000 meter sprint course.
- a) Three buoy lines will be installed to meet championship standards.
  - b) Installation of the course take place the week of March 17<sup>th</sup> for team practice and course evaluation.
  - c) Cables and buoys will be removed by Friday, May 9<sup>th</sup>.
  - d) A "channel" will be created through the course buoys directly north of the Riddle Point launch area so that the lake dredging barge can safely pass over the course. The "channel" will be open at all times from March 17<sup>th</sup>-May 9<sup>th</sup>, other than the actual days of the events.
3. Establishment and enforcement of a No-Wake zone on the west end of the lake during the days of the events. Approximately 1-6pm on Friday and 8am – 5pm on Saturday.
- a) To meet Championship standards and to meet issues of fairness...the course needs to be free of powerboat wake during the period of racing. The no wake zone would include the area from the extreme west end of the lake to approximately 500 meters to the east of Riddle Point.
  - b) Please note, that wake will be created by judge's launches, press launches, and safety launches following the races....however the wake will be generated from behind each crew therefore not creating a disadvantage for the teams. Head on and side wake relative to the crew boats can create an unsafe and unfair condition to race participants.
  - c) Course Security and Enforcement of the no wake zone would be accomplished by the Lake Lemon Patrol Boat, DNR Officers, on-water IU Regatta Staff and no-wake buoys.
  - d) Announcements and education of the No-Wake zone will be accomplished via press releases, multiple mailings to all Lake Lemon Conservancy freeholders and boat permit holders, signage at all access points, and the use of on water course watchers. These expenses would be paid by the Indiana University Athletics Department.
  - e) Additionally, we request no fishing tournaments be scheduled for the days of the events.
  - f) Note: We are not requesting that the LLCD provide the lake patrol or no wake buoys for the races on March 22 or April 5. The patrol and support from the LLCD is only being requested for our event on April 25&26<sup>th</sup>.

In consideration for the expanded use of Lake Lemon and Riddle Point Park, the Indiana University Athletics Dept. would pay a \$250 fee for each of the first two regattas and a \$1,500 fee for the last regatta, or \$2000.00 total.

Thank you for your consideration of this proposal, please feel free to contact me at anytime.

Sincerely,

Steve Peterson, 856-4485



# *Lake Lemon Conservancy District*

## **LAND USE AGREEMENT**

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on December 11<sup>th</sup>, 2013, by and between KENNETH D. CLARK and EDITH A CLARK ("CLARK"), and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD").

### **Article 1. LAND**

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

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

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

### **Article 2. TERM**

Section 2.01. **Commencement and Expiration Dates** This Agreement shall be for a term of one (1) year commencing on January 1<sup>st</sup>, 2014 and ending on December 31<sup>st</sup>, 2014 unless extended as provided in Sect. 2.02.

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

### Article 3. PAYMENT, TAXES AND INSURANCE

Section 3.01. **Payment** LLCD shall not pay CLARK for use of the Demised Land except in the event that LLCD enters into another Land Use Agreement of the same nature and purpose as this Agreement and payment is made to another person or entity for use of real estate for sediment deposit as a part of the Lake Lemon Sediment Removal Project. In that event and effective upon such occurrence, CLARK shall be paid similarly by price based on either acreage utilized or by cubic yard of sediment deposited, as with any other person or entity then contracting with the LLCD through a Land Use Agreement as a part of the Lake Lemon Sediment Removal project.

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

#### Section 3.03. **Insurance**

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

### Article 4. USE OF PREMISES

Section 4.01 **Use** LLCD shall have the right to use the Demised Land for any lawful purpose but it is understood and agreed that the primary purpose for use of the

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

#### Article 5. DEFAULT AND REMEDIES

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

#### Article 6. SURRENDER OF POSSESSION

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

#### Article 7. MECHANICS' LIENS

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

#### Article 8. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

So Agreed on the date first written above.

KENNETH D. CLARK

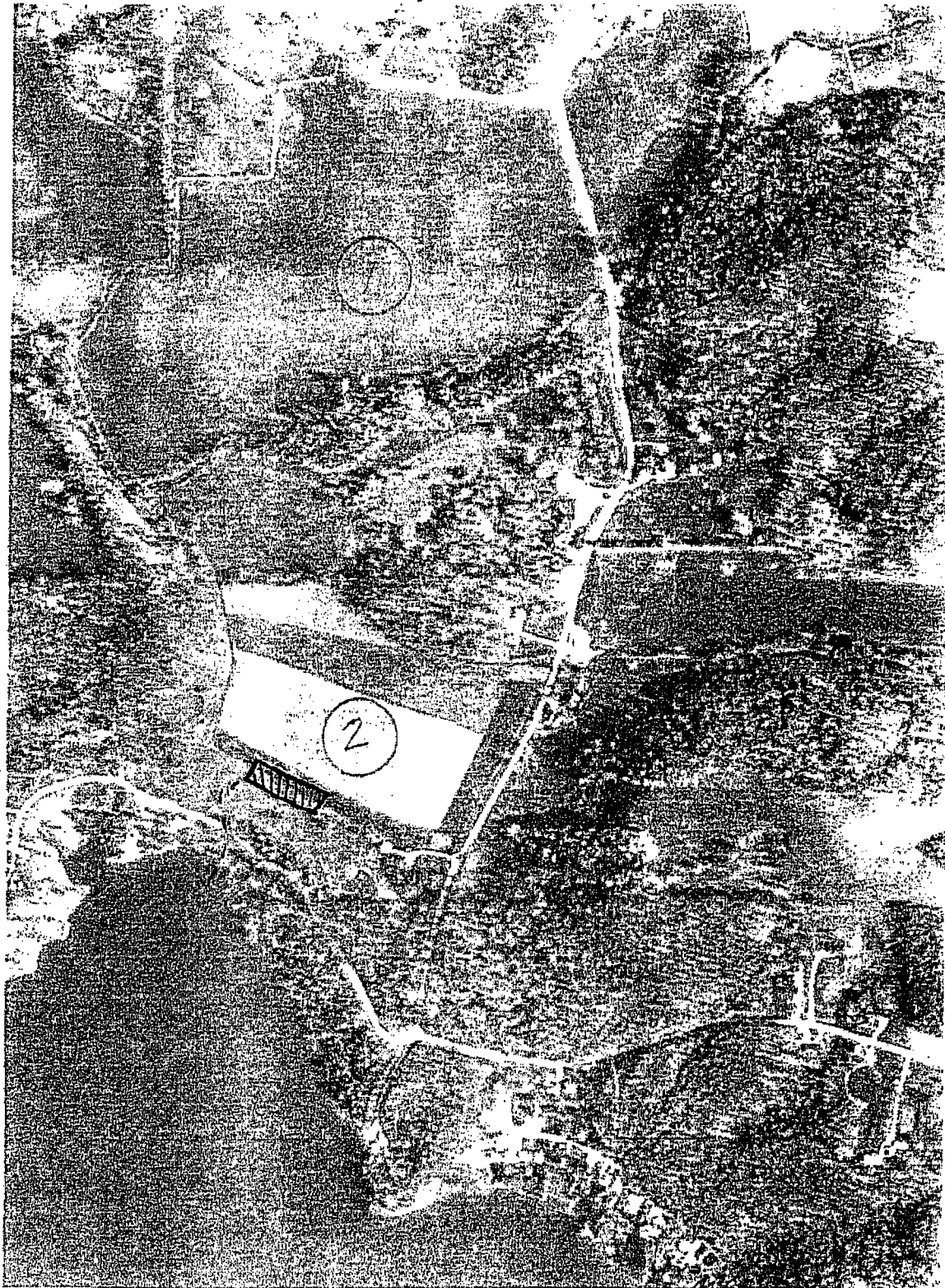
EDITH A. CLARK

LAKE LEMON CONSERVANCY  
DISTRICT

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

Printed Name: \_\_\_\_\_  
Its Chairman, Board of Directors

Send To Printer    Back To TerraServer    USGS 16 km NE of Bloomington, Indiana, United States    Show Grid Lines    Change to Landstack



0 200m

0 200yd

Image courtesy of the United States Geological Survey  
© 2004 TerraServer, Inc.    Terms of Use    Privacy Statement


 Demised Premises

EXHIBIT A



## *Lake Lemon Conservancy District*

### **MARINA/CLUB AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Schell Marina, LLC**, (hereinafter "Marina/Club").

#### **WITNESSETH:**

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

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

WHEREAS, the Marina/Club owns real estate adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Commercial Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For calendar year 2014, the Marina/Club shall pay fees to LLCD, as follows:
  - a. One Thousand Dollars (\$1,000.00) Commercial Marina Fee; and
  - b. Seventy-five Dollars (\$75.00) per slip for occupied wet boat slips rented to the general public; and

- c. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied PWC slips rented to the general public.
  - d. The fees shall be calculated and paid on a calendar year basis, as follows:
    - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2014.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
- 3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
  - 4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
  - 5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.
7. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 11<sup>th</sup> day of December, 2013.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: Bob Madden  
Title: Manager

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

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# *Lake Lemon Conservancy District*

## **SERVICE AGREEMENT** **FOR SALE OF BOAT PERMITS**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of December, 2013, by and between the Lake Lemon Conservancy District ("LLCD") and Schell Marina, LLC ("Marina"). 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 offers the sale of annual and daily boat permits for users of Lake Lemon (hereinafter "Permits"). The LLCD hereby retains Marina and Marina agrees to sell annual and daily boat passes in accordance with the terms of this Agreement.

2. Term. The Term shall be from March 1<sup>st</sup>, 2014 to November 30, 2014.

3. Termination. Either party may terminate this Agreement by giving a Thirty (30) day notice to the other party.

4. Payment for Services. Marina is authorized to sell LLCD Permits on a schedule and in an amount as approved by the LLCD Board of Directors and Marina shall earn a six percent (6%) commission on Permits sold. In addition, Marina may assess a service fee for Permits sold, which service fee may be retained by the Marina. The service fee amount must be conspicuously posted and disclosed to purchasers of the Permits and must indicate that the fee is charged and retained by Marina and not the LLCD. LLCD and Marina shall meet periodically at mutually agreed times, throughout the term of the contract to inventory and balance out Permits sold utilizing the Watercraft Permit Records Form. Upon completion of form, Marina shall remit to LLCD the total sum due for all Permits sold. The LLCD shall then remit to Marina the six percent (6%) commission through its standard claims process.

5. Permit Materials. The LLCD shall provide to Marina available Permits, Receipt Books, Boat Registration Cards, and other materials needed in connection with the sale of Permits by Marina, including a copy of Watercraft Permit Records Form. Marina shall complete an LLCD receipt for each Permit(s) Sale.

6. Relationship of the Parties. Marina is an independent contractor in the performance of each and every part of this Agreement and solely and personally liable for the costs of labor, equipment, tools, and expenses in connection therewith and for any and all

damages that may occur because of Marina'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 Marina as the agent or representative of the LLC.

7. Liability. The LLC and Marina acknowledge and agree that Marina assumes all responsibility for any damages or injuries that may result from Marina's performance of services under this Agreement. Marina agrees to indemnify and hold harmless the LLC from any and all liability for any injuries, damages, loss or claims based upon, arising out of, or in any manner connected with Marina's services provided under this Agreement.

8. Tax Liability. Marina 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 Marina's services under this Agreement. The LLC shall issue an IRS Form 1099 to Marina for sums paid by this Agreement.

9. 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.

10. Assignment. The Marina's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLC.

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

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

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:**

**Marina:**

By: \_\_\_\_\_  
Its: Manager  
296095/11820-35

\_\_\_\_\_  
Schell Marina, LLC



# *Lake Lemon Conservancy District*

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of December, 2013, by and between the Lake Lemon Conservancy District ("LLCD") First Insurance Group, located at 1405 N. College Avenue, Bloomington, Indiana 47404 ("First Insurance").

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. First Insurance shall provide professional services as an insurance agent for LLCD. Such services shall be provided as requested by LLCD and agreed upon by First Insurance throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2014 to December 31, 2014, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to First Insurance approximately \$40,500.00 in 2014 premiums. First Insurance is to provide notice to the LLCD Board of any premium changes throughout the term of the Agreement.

5. Relationship of the Parties. First Insurance is retained for the purposes and to the extent set forth in this Agreement, and First Insurance's relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by First Insurance under this Agreement (except for expecting First Insurance to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by First Insurance. First Insurance is an independent contractor in the performance of each and every part of this Agreement. First Insurance is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by First Insurance under this Agreement,

whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute First Insurance as the agent, employee, or representative of LLCDC.

6. Tax Liability. First Insurance shall exonerate, indemnify, and hold harmless the LLCDC from and against, and shall assume full responsibility for, payment of 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 First Insurance's services under this Agreement.

7. 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.

8. Assignment. First Insurance's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCDC.

9. 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.

10. 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 LLCDC and First Insurance.

11. 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:**

**First Insurance Group, Inc.**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

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

356685



# *Lake Lemon Conservancy District*

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of December, 2013, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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. Watkins shall provide bookkeeping and accounting professional services as an accountant for LLCD. Such services shall be provided as requested by LLCD and agreed upon by Watkins throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2014 to December 31, 2014, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to Watkins \$450.00 per month.

5. Relationship of the Parties. Watkins is retained for the purposes and to the extent set forth in this Agreement, and Watkins' relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by Watkins under this Agreement (except for expecting Watkins to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by Watkins. Watkins is an independent contractor in the performance of each and every part of this Agreement. Watkins is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by Watkins under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to

constitute Watkins as the agent, employee, or representative of LLCD.

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of 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 Watkins' services under this Agreement.

7. 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.

8. Assignment. Watkins' obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. 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.

10. 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 Shirley Watkins.

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

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

**Lake Lemon Conservancy District:**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

\_\_\_\_\_  
Shirley Watkins, CPA

356682/11820-72



# *Lake Lemon Conservancy District*

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of December, 2013, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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. Watkins shall provide bookkeeping and accounting professional services as an accountant for LLCD. Such services shall be provided as requested by LLCD and agreed upon by Watkins throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2014 to December 31, 2014, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

3. Termination. Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to Watkins \$450.00 per month.

5. Relationship of the Parties. Watkins is retained for the purposes and to the extent set forth in this Agreement, and Watkins' relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by Watkins under this Agreement (except for expecting Watkins to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by Watkins. Watkins is an independent contractor in the performance of each and every part of this Agreement. Watkins is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by Watkins under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to

constitute Watkins as the agent, employee, or representative of LLCD.

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of 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 Watkins' services under this Agreement.

7. 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.

8. Assignment. Watkins' obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. 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.

10. 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 Shirley Watkins.

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

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

**Lake Lemon Conservancy District:**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

\_\_\_\_\_  
Shirley Watkins, CPA

356682/11820-72

**Sample**

December 18, 2013

**To: Sub-Area III Freeholders of the Lake Lemon Conservancy District**

The Board of Directors of the Lake Lemon Conservancy District seeks a Sub-Area III Freeholder to fill the LLCD Sub-Area III Board of Director's position made vacant by the expiration of the Board Appointment of Director Kim Mayer, and no candidates nominated for the Sub-Area III director's position.

Interested candidates may submit a letter of intent/resume to the LLCD Office by mail to: LLCD Office, 7599 N. Tunnel Rd., Unionville, IN 47468; or by email to [llcdoffice@aol.com](mailto:llcdoffice@aol.com); or by fax to 812-335-0038.

**By: February 5, 2014**

Per Indiana Code 14-33-5-12 (*Indiana Conservancy Act*), "If a vacancy occurs on the Board, the Board shall vote to appoint a member to serve until the next annual meeting." This appointment will expire on Wednesday, February 4, 2015.

An election will be held at the 2015 LLCD Annual Meeting to elect a Sub-Area III Director to complete the remaining one (1) year of this term.

Bob Madden, Manager  
Lake Lemon Conservancy District

## LLCD Work Truck Quotes

Dealer	Vehicle	Engine	Options	MSRP	Quote
Curry Buick	2014 GMC 1500 Sierra*	4.3L V6	Tow Package 4x4	\$29,020.00	\$22,510.00
Bloomington Ford	2014 Ford F-150 XL*	3.7L V6	Tow Package 4x4	\$29,530.00	\$21,247.38
Advantage Ford	2014 Ford F-150 **	5.0L V8	Tow Package 4x4	N/A	\$23,796.00***

\*: Regular Cab – Full Size 8' Bed

\*\*: Super Cab (Back Seat) – 6.5' Bed

\*\*\*: Destination Charge Not Included – App \$1,000.00

### Contacts:

Curry Buick (812) 650-0639  
Amy Chitwood  
achitwood@currybuick.com

Bloomington Ford (812) 331-2200  
Sam Roberts  
[policecarsam@gmail.com](mailto:policecarsam@gmail.com)

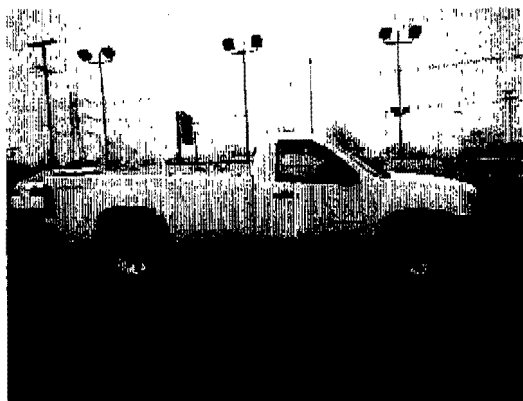
Advantage Ford (513) 732-2868  
Dave Trimpe  
Brittany Hensley - DOA



## CURRY AUTO CENTER

2906 Buick Cadillac Boulevard • Bloomington, Indiana 47401-5444 • Telephone (812) 339-2227 • Fax (812) 355-6570 • [www.curryautocenter.com](http://www.curryautocenter.com)

### BID: Lake Lemon Conservancy District



**2013 GMC Sierra 4WD Regular Cab Work Truck**

**MSRP: \$29,020**

**Discount: \$6,770**

**Added Options:**

- Hitch \$260

**Final Price: \$22,510**

This includes all incentives, No taxes and is subject prior to sale.

I \_\_\_\_\_ accept this BID. X \_\_\_\_\_

## Vehicle Location

## Dealer Information:

**CURRY AUTO CENTER**  
**2906 BUICK CADILLAC BLVD**  
**BLOOMINGTON, IN 47401**  
**Phone: 812-339-2227**  
**Fax: 812-332-8203**

GTR2TEX9D224369

**Model Year: 2013**  
**Make: GMC**  
**Model: 1500 Sierra**  
**TK10903-4WD, Regular Cab Long Box**  
**PEG: 1SA-Base Option Package**  
**Primary Color: 50U-Summit White**  
**Trim: 88B-Dark Titanium Cloth Interior Trim**  
**Engine: LU3-Engine: 4.3L, V-6**  
**Transmission: M30-Transmission: 4 Speed Automatic**

**Event Code: 5000-Delivered to Dealer**  
**Order #: QSCPHR**  
**MSRP: \$29,020.00**

**Order Type: TRE-Retail Stock**  
**Stock #: N/A**  
**Inventory Status: N/A**

## Additional Vehicle Information

## All Options

**1SA-Base Option Package**  
**88B-Dark Titanium Cloth Interior Trim**  
**BG9-Floor Covering: Rubber Vinyl, Graphite**  
**C7H-GVW Rating 6400 Lbs**  
**G80-Locking Differential, Rear**  
**K34-Cruise Control**  
**M30-Transmission: 4 Speed Automatic**  
**NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA**  
**QVL-Tires: P265/70R17 ALS BW**  
**U2J-SiriusXM Satellite Radio, Delete**  
**UM7-ETR AM/FM Stereo w/Seek-Scan and Digital Clock**  
**VK3-License Plate Front Mounting Hardware**  
**ZY1-Solid Paint Application**

**50U-Summit White**  
**AE7-Seat: 40/20/40/ Split Front Bench**  
**C67-Air Conditioning, Manual**  
**E63-Body, Wideside**  
**GT4-Rear Axle 3.73 Ratio**  
**LU3-Engine: 4.3L, V-6**  
**NC7-Federal Emission Override**  
**NX7-Wheels: 17" Steel**  
**SAF-Lock, Spare Tire**  
**UE0-Onstar Delete**  
**V76-Recovery Hooks**  
**Z83-Suspension Package: Smooth Ride**

"~" Indicates vehicle belongs to Trading Partner's Inventory

Tow Package: \$260.00

## Disclaimer:

GM has made every effort to make the price information as accurate as possible. However, the price information is subject to change without notice. The price information is for informational purposes only and does not constitute an offer. The price information is for informational purposes only and does not constitute an offer.

Price: \$22,510.00 - includes all incentives and NO taxes

James -

This is subject prior to sale. I look forward to hearing from you and hope to earn your business!

Thanks,

Amy Chitwood  
 a.chitwood@currybuick.com

Prepared For:

Prepared By:

Sam Roberts  
Bloomington Ford  
2200 S. Walnut st.  
Bloomington, Indiana, 47401  
Phone: (812) 331-2200  
Fax: (812) 331-3377

**Ship To:**

Lake Lemon Conservancy District  
Attn. Mr. James Van Tassell  
7599 N Tunnel Rd.  
Unionville, IN, 47468



## Quotation

## 2014 Ford F-150

4x4 Regular Cab Styleside 8' box 145" WB XL (F1E)

### Vehicle Snapshot

**Engine:** 3.7L V6 FFV  
**Transmission:** Electronic 6-Speed Automatic  
**Rear Axle Ratio:** 3.73  
**GVWR:** 6,950 lbs Payload Package

Description	MSRP
<b>Vehicle Price (excluding option discounts)</b>	<b>\$29,530.00</b>
Indiana Government Discounts Applied to Cost	(9,383.87)
State of In Tire/Envir Fees/Temp Tag	6.25
<b>Vehicle Subtotal</b>	<b>\$20,152.38</b>
Option Credits	0.00
Other (Discount)Margin	0.00
Incentives	0.00
<b>Total Other Items</b>	<b>0.00</b>
Net Selling Price	\$20,152.38
Destination	1,095.00
<b>Total Quote</b>	<b>\$21,247.38</b>
<b>TOTAL</b>	<b>\$21,247.38</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208115 10/7/2013

**2014 Ford F-150 4x4 Regular Cab Styleside 8' box 145" WB XL (F1E)**  
 Engine: 3.7L V6 FFV  
 Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Green Gem Metallic  
 Interior (0 I) Steel Gray



### Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.7L V-6 DOHC w/SMPI 302hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P235/75R17 BSW AT S-rated tires
- AM/FM stereo
- Variable intermittent wipers
- Gray styled steel wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- Reclining front 40-20-40 split-bench seats
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer

### STANDARD VEHICLE PRICE

**\$29,155.00**

### OPTIONAL EQUIPMENT

Equipment Group 100A Base	N/C
50 State Emissions (Fleet)	N/C
Engine: 3.7L V6 FFV	INC
Transmission: Electronic 6-Speed Automatic	INC
3.73 Axle Ratio	INC
GVWR: 6,950 lbs Payload Package	INC
Tires: P235/75R17 BSW A/T (5)	INC
Wheels: 17" Gray Styled Steel	INC
Vinyl 40/20/40 Front Seat	INC
145" Wheelbase	STD
Radio: AM/FM Stereo/Clock	INC
Trailer Tow Package	\$375.00
Interior : Steel Gray	N/C
Primary : Green Gem Metallic	N/C

CITY MPG  
**16**



HIGHWAY MPG  
**21**

Accessories and Incentives	\$0.00
<b>SUBTOTAL</b>	<b>\$29,530.00</b>
Destination	\$1,095.00
<b>TOTAL</b>	<b>\$30,625.00</b>

# Sales Quotation



## Advantage Ford Lincoln, Inc.

2350 Park Road - Connersville, IN 47331

Phone 877-835-5840 - Fax 513-732-2868

Email: [advantage@fleetsharepro.com](mailto:advantage@fleetsharepro.com)

Date:	11/18/13	Phone:	812-334-0233
To:	Bob Madden	Fax:	
	Lake Lemon	Email:	LLCDMadden@aol.com
	Lake Lemon, IN		

Qty.	Item	Description	Each	Total
1	X1E	2014 Ford F150 Super Cab 4x4 6.5' Bed V8 Engine Per QPA #012865 All Standard Factory Features Plus The Following: 5.0L V8 Gas Motor 6-Speed Automatic Transmission 3.55 Locking Rear Axle Cruise Control Trailer Towing Package Power Equipment Group Standard Color Selection	\$23,788.00	\$23,788.00
1	50S	Delete Cruise Control	(\$192.00)	-\$192.00
1	96W	Spray-In Bedliner	\$468.00	\$468.00
1	8LB	8' Bed Length	\$200.00	\$200.00

Total

**\$23,796.00**

Note: Delivery charges are not included in the cost : App \$1,000.00

To order please send a copy of the quote and purchase order to our Government Sales Office at 513-732-2868.

Thank you,

Dave Trimpe  
Government Sales  
Advantage Ford Lincoln, Inc.