

Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Benton Township Senior Citizens Building
December 17, 2014
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (JS)
- II. Approval Board Meeting Minutes (JS)
 - A. October 15, 2014 Board Meeting Minutes
 - B. December 3, 2014 Special Board Meeting Minutes
- III. Treasurer's Report (LE)
 - A. October & November 2014 Financial Highlights
 - B. October & November 2014 Report of Claims Approval
 - C. Cumulative Maintenance Fund transfer to Certificate of Deposit
 - D. Certificate of Deposits: Renewal
 - E. Transfer of Funds
- IV. Search Committee: Update (LE)
- V. Insurance Review (LE)
 - A. Lance Eberle – First Insurance Group
- VI. Conflict of Interest Forms (JS/LE)
 - A. Lance Eberle – Insurance Provider
 - B. John Schell – Marina/Club Agreement & Boat Permit Sales

- VII. Manager's Report (BM)
- A. Approval of 2015 Agreements
1. 2015 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 2. 2015 Marina/Club Agreement: BYC
 3. 2015 Marina/Club Agreement: IU Sailing Club
 4. 2015 Riddle Point Park use Agreement: RPRA
 5. 2015 IU Rowing Team Agreement
 6. 2015 Schell Marina, LLC – Marina/Club Agreement
 7. 2015 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
 8. 2015 First Insurance Group, Inc – Insurance Services Agreement
- B. 2015 Board Election Update
- C. Freeholder Survey Proposal
- D. LLC/D Email Addresses: Discussion (JVT)
- E. Dam Inspection: Update (JVT)
- F. Winter Draw Down: Update (JVT)
- VIII. Public Comment (JS)
- IX. New Business / Correspondence for Future Agenda (JS)
- A. Next Board Meeting: January 21st, 2015 at the Benton Township Senior Center Building; 6:00 PM.
- X. Adjournment (JS)

Note: Board Executive Session Immediately Following Board Meeting.



Lake Lemon Conservancy District @

MONTHLY MEETING

Benton Township Senior Citizens Building
6:00 PM

Date: Dec 17th, 2014

Name	Lake Address	District
Ron Thrasher	4204 Channel Rd.	(LAKE PERSON)
BARRY WESNIDGE	4186 Channel Rd.	7
Jeff Wimmeran	41385 Watson Rd.	7
BRUCE CASSAL	7721 N. TUNNEL RD	1
Am Wroblewski	↑ ↑	7
Vince Britt	6486 Southshore Dr.	7
MIKE BLACKWELL	4671 SALMON HARBOR	VII
SCOTT ADAMSON	4184 WALKER LAKE	7
GARY ZEHNER	8760 E SOUTH SHORE DR	5
Dave Gibson	4008 Salmon Harbor Rd	7
GAIL TALA	8920 Southshore 47468	5
Rich MORPURGO	3393 E Southshore dr 47468	5

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
Benton Township Senior Center Building
December 17, 2014**

The December 17th, 2014 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, Sue Miller, Kim Mayer, Dennis Friesel, and Tina Thrasher. ALSO PRESENT: Bob Madden, Manager; James Van Tassel, Board Recorder; John Langley, CBU Deputy Director; and LLCD Freeholders (see attached sign-in sheet).

- I. Opening Comments (Schell)**
- II. Approval of October 15, 2014 Board Meeting Minutes and the December 3, 2014 Special Board Meeting. (Schell)**

MILLER MOTIONED TO APPROVE THE OCTOBER 15, 2014 BOARD MEETING MINUTES AND THE DECEMBER 3, 2014 SPECIAL BOARD MEETING MINUTES. EBERLE SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

III. Treasurer's Report (Eberle)

- a. October and November Financial Highlights
 - i. Exceeded revenue projections
 - ii. Notable expenses for 2014
 - 1. Hydraulic Pump repair on the Excavator
 - 2. Bathymetry Map
 - 3. Payment of 2015 Dredging Loan Premiums
 - iii. The 2014 additional appropriation was approved by DLGF.

FRIESEL MOTIONED TO APPROVE THE TREASURER'S REPORT. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- b. October and November 2014 Report of Claims Approval

MILLER MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR OCTOBER AND NOVEMBER 2014. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- c. Cumulative Maintenance Fund Transfer to Certificate of Deposit

- i. Eberle recommends the \$5,000.00 in the 2014 budget for the cumulative maintenance fund be transferred into a Certificate of Deposit. These funds can be added to the existing Cumulative Maintenance Fund CD renewing December 30, 2014.

d. Certificate of Deposits: Renewal

- i. The \$100,000.00 CD that was renewed on September 17, 2014 for three months is up for renewal. It is recommended we renew this CD for another three months.

DUGAN MOTIONED TO RENEW CD# 371030314 FOR THREE MONTHS. THRASHER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- ii. A \$6,062.73 Cumulative Maintenance Fund CD is also renewing. It is recommended the \$5,000.00 from the cumulative maintenance fund in the operating budget be transferred to this existing CD and it be renewed for 24 months.

FRIESEL MOTIONED TO ADD \$5,000.00 FROM THE CUMULATIVE MAINTENANCE FUND IN THE OPERATING BUDGET TO CD# 371016988 AND RENEW FOR 24 MONTHS. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

e. Transfer of Funds

- i. Every year the LLCD moves funds around within the general fund to cover over expenditures in separate accounts of the operating budget.
- ii. See attached transfer of funds.

MILLER MOTIONED TO APPROVE THE TRANSFER OF FUNDS. FRIESEL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

IV. Search Committee: Update (Eberle)

- a. Four candidates were interviewed on Saturday, December 13, 2014 and Sunday, December 14, 2014. The committee will meet in executive session immediately following this board meeting to review the candidates.
- b. Tentatively the Board will plan to hire the new manager in January with a start date sometime in February.

V. Insurance Review (Eberle)

- a. The LLCD insurance provider is Lance Eberle of First Insurance Group.
- b. Eberle presented a handout for Board review. (See Attached)
 - i. Bliss McKnight covers dam failure.

VI. Conflict of Interest Forms (Schell/Eberle)

- a. Eberle provided his COI Form 236 for being the LLCD insurance provider.
- b. Schell provided his COI Form 236 for the marina/club agreement and for the service agreement - sale of boat permits.

DUGAN MOTIONED TO ACCEPT THE CONFLICT OF INTEREST FORMS FOR SCHELL AND EBERLE. MILLER SECONDED THE MOTION. SCHELL AND EBERLE RECUSED THEMSELVES. FIVE “AYE’S”. THE MOTION CARRIED.

VII. Manager’s Report

- a. Approval of 2015 Agreements
 - i. 2015 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - ii. 2015 Marina/Club Agreement: BYC
 - iii. 2015 Marina/Club Agreement: IU Sailing Club
 - iv. 2015 Riddle Point Park Use Agreement: RPRA
 - v. 2015 IU Rowing Team Agreement
 - vi. 2015 Schell Marina, LLC – Marina/Club Agreement
 - vii. 2015 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
 - viii. 2015 First Insurance Group, Inc – Insurance Services Agreement

FRIESEL MOTIONED TO APPROVE THE 2015 AGREEMENT FOR THE USE OF RIDDLE POINT PARK PROPERTY: BOYS & GIRLS CLUB; 2015 MARINA/CLUB AGREEMENT: BYC; 2015 MARINA/CLUB AGREEMENT: IU SAILING CLUB; 2015 RIDDLE POINT PARK USE AGREEMENT: RPRA; 2015 IU ROWING TEAM AGREEMENT. THRASHER SECONDED THE MOTION. EBERLE RECUSED HIMSELF FOM THE 2015 AGREEMENT FOR THE USE OF RIDDLE POINT PARK PROPERTY: BOYS & GIRLS CLUB. SIX “AYE’S”. THE MOTION CARRIED.

MILLER MOTIONED TO APPROVE 2015 SCHELL MARINA, LLC – MARINA/CLUB AGREEMENT AND 2015 SCHELL MARINA, LLC – SERVICE AGREEMENT, SALE OF BOAT PERMITS. EBERLE SECONDED THE MOTION. SCHELL ABSTAINED. SIX “AYE’S”. THE MOTION CARRIED.

SCHELL MOTIONED TO APPROVE 2015 FIRST INSURANCE GROUP, INC – INSURANCE SERVICES AGREEMENT. FRIESEL SECONDED THE MOTION. EBERLE ABSTAINED. SIX “AYE’S”. THE MOTION CARRIED.

- b. 2015 Board Election Update

- i. Marty Mann, Sub Area III, ran unopposed and will be elected by default for a one year term.
 - ii. Mike Blackwell, Sub Area VII, ran unopposed and will be elected by default for a four year term.
- c. Freeholder Survey Proposal
 - i. SPEA responded they would not be best suited for this survey.
 - ii. The Eppley Insitute provided a proposal for the survey. (See Attached)
 - 1. Cost of the survey was quoted at \$1,000.00.
 - iii. Madden recommended the Board form a committee to address the topics and format to be used in the survey.
 - iv. Schell, Friesel, and Miller all offered to be part of the committee.
 - v. The other four board members will appoint a Freeholder from their Sub Area to serve on the committee.

MILLER MOTIONED TO FORM A FREEHOLDER SURVEY COMMITTEE CURRENTLY CONSISTING OF SCHELL, FRIESEL, AND MILLER. FOUR MORE MEMBERS WILL BE APPOINTED BY THE RESPECTIVE DIRECTOR. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- d. LLCD Email Addresses: Discussion (Van Tassel)
 - i. This topic was tabled till the March meeting when the new manager and two new Board Members will be present.
- e. Dam Inspection: Update (Van Tassel)
 - i. DLZ completed the 2014 Lake Lemon Dam Inspection Report. The Dam/Spillway received a grade of satisfactory. The inspector recommended the LLCD remove some brush on the sides and downhill of the dam, along with a few areas by the spillway. It recommended that the LLCD monitor an area of potential seepage on the downslope of the dam. Additionally the inspector recommended the LLCD address the issue of the scouring downstream of the stilling basin.
 - 1. The LLCD will take action on the above recommendations and others listed in the report. The LLCD did acquire a quote to assess the scouring downstream of the stilling basin. Fox Construction Co. quoted \$28,300.00 to fix the issue. This will be something the LLCD will need to consider in the budget process in the future.
- f. Winter Drawdown: Update (Van Tassel)

- i. The sluice gate was opened on December 2, 2014 with the lake level 3 inches below normal pool (630'). As of December 17, 2014 the lake level is 20 inches below normal pool. Given no precipitation the sluice gate will be shut around December 25, 2014. If the lake fills back up after the gate has been shut, LLCD staff will re-open the gate.

VIII. Public Comment (Schell)

- a. Thrasher commented there will likely be a DSG meeting either January 10, 2015 or January 17, 2015 prior to the next LLCD Board of Directors Meeting.
- b. Freeholder asked if the new Riddle Point Rowing/Boys & Girls Club Building is covered under the LLCD insurance.
 - i. Eberle replied this building is on their own policy

IX. New Business / Correspondence for Future Agenda (Schell)

- a. Next Board Meeting: January 21st, 2015 at the Benton Township Senior Citizens Building at 6:00 PM.

X. Adjournment (Schell)

THRASHER MOTIONED TO ADJOURN THE DECEMBER 17, 2014 BOARD OF DIRECTORS MEETING. MAYER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 7:04 PM.

RESPECTFULLY SUBMITTED BY:

JAMES VAN TASSEL

BOARD RECORDER

Lake Lemon Conservancy District
Budget Summary Report

18-Dec-14

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	\$6,219	\$12,502	\$13,968	\$25,012	\$56,349	\$194,511	\$33,922	\$10,468	\$7,395	\$14,335	\$2,493	\$377,173	
Income Breakdown													
Watercraft Permits			\$4,550	\$17,423	\$44,307	\$22,404	\$12,422	\$4,804	\$3,608	\$3,057	\$301	\$112,876	
Launch Fees			\$1,628	\$5,495	\$4,202	\$3,802	\$2,809	\$1,914	\$1,729	\$1,044	\$162	\$22,785	
Marina & Club Fees	\$0	\$0	\$2,000	\$0	\$0	\$460	\$6,788		\$0	\$38	\$0	\$9,275	
Sublease & Access Fees	\$5,550	\$12,450	\$4,210	\$1,580	\$1,670	\$1,100	\$380	\$250	\$0	\$0	\$0	\$27,190	
Property Tax - Brown County						\$96,364	\$0	\$0	\$0	\$0	\$0	\$36,364	
Property Tax - Monroe County						\$103,942	\$0	\$0	\$0	\$0	\$0	\$103,942	
Interest	\$169	\$52	\$181	\$214	\$0	\$205	\$186	\$0	\$248	\$146	\$0	\$1,381	
Grants & Donations	\$0	\$0	\$10	\$25	\$320	\$4,090	\$2,748	\$65	\$20	\$5,025	\$0	\$12,303	
Fish Tournaments	\$500	\$0	\$75	\$25	\$75	\$0	\$0	\$0	\$25	\$25	\$0	\$725	
Park/Lake Reservations	\$0	\$0	\$500	\$250	\$2,375	\$0	\$0	\$125	\$775	\$0	\$0	\$4,025	
Park Admission Fees		\$0			\$3,400	\$11,805	\$8,610	\$9,310	\$990	\$0	\$0	\$27,915	
Other Income			\$814			\$10,648	\$0	\$0		\$5,000	\$2,030	\$18,392	Dredging/Rip Rap
Expenses & Margin:													
SG&A expenses	\$29,488	\$12,772	\$22,924	\$25,330	\$26,961	\$48,427	\$85,139	\$44,914	\$32,907	\$22,501	\$20,171	\$372,534	
Salaries & Benefits	\$10,793	\$9,807	\$10,256	\$15,941	\$16,942	\$23,635	\$23,471	\$22,995	\$18,741	\$12,131	\$11,096	\$175,809	
Supplies	\$976	\$466	\$2,178	\$3,962	\$5,710	\$10,671	\$16,036	\$5,661	\$1,175	\$2,773	\$599	\$52,207	Dredging Supplies
Professional Services	\$853	\$450	\$840	\$2,263	\$1,110	\$2,598	\$3,378	\$2,923	\$2,488	\$2,833	\$1,710	\$21,443	Mowing
Communication/Travel	\$236	\$286	\$306	\$236	\$256	\$236	\$236	\$235	\$239	\$239	\$239	\$2,740	
Printing/Advertising	\$245	\$24	\$11	\$263	\$198	\$156	\$365	\$11	\$0	\$654	\$583	\$2,700	
Insurance	\$14,914	\$1,166	\$7,985	\$228	\$0	\$7,985	\$0	\$0	\$7,985	\$0	\$0	\$40,263	
Utility Services	\$450	\$573	\$456	\$567	\$484	\$1,668	\$678	\$761	\$2,090	\$1,242	\$764	\$9,733	Port O Let
Repair & Maintenance	\$240	\$0	\$891	\$1,223	\$1,646	\$165	\$3,980	\$94	\$150	\$285	\$542	\$9,216	Dredging
Other Services	\$0	\$0	\$0		\$605	\$1,274	\$28,496	\$11,896	\$40	\$2,090	\$4,649	\$49,049	Dam Inspection
Machinery & Equipment	\$0	\$0	\$0			\$1,042	\$0	\$0	\$0	\$0	\$0	\$1,042	Equipment rental
Other Capital Outlays	\$781	\$0	\$0	\$657			\$6,500	\$339	\$0	\$55	\$0	\$8,332	Fireworks
Pretax operating profit (loss)	(\$23,269)	(\$269)	(\$8,956)	(\$318)	\$29,388	\$145,084	(\$51,217)	(\$34,446)	(\$25,512)	(\$8,166)	(\$17,678)	\$4,639	
Operating margin	-374.2%	-2.2%	-64.1%	-1.3%	52.2%	74.6%	-151.0%	-329.1%	-345.0%	-57.0%	-709.1%	1.2%	

Balance Sheet Summary	January	February Actuals	March Actuals	April Actuals	May Actuals	June	July	August	September	October	November
Checking/Savings	\$128,355	\$128,355	\$119,359	\$63,503	\$92,766	\$239,603	\$186,515	\$152,983	\$125,352	\$114,937	\$97,174
General Fund CDs	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009	\$216,009
Cumulative Maintenance Fund CDs	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797	\$71,797
Other Balance Sheet Items:											
Fixed Assets	\$494,943	\$494,943	\$494,943	\$492,027	\$492,527	\$492,527	\$492,771	\$488,788	\$492,771	\$492,771	\$492,771
Accounts payable	\$1,921	\$2,191	\$2,151	\$3,597	\$3,972	\$5,725	\$5,848	\$6,762	\$4,643	\$2,395	\$2,310
Long-term liabilities	\$58,023	\$58,023	\$58,023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity	\$851,159	\$850,890	\$841,934	\$843,355	\$869,127	\$1,014,210	\$961,244	\$922,805	\$901,285	\$893,514	\$875,751

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2014 thru October 31, 2014

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of October 31, 2014 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

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

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

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

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

Shirley Watkins, CPA
November 3, 2014

3:39 PM
11/03/14
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of October 31, 2014

	Oct 31, 14
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	113,196.69
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	71,796.67
1050 · Savings Account	1,440.51
Total Checking/Savings	402,742.72
Total Current Assets	402,742.72
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
Total Fixed Assets	492,771.35
TOTAL ASSETS	895,514.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,027.02
2020 · State & Co. Withholding Payable	368.18
Total Other Current Liabilities	2,395.20
Total Current Liabilities	2,395.20
Total Liabilities	2,395.20
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	165,896.75
Net Income	24,316.16
Total Equity	893,118.87
TOTAL LIABILITIES & EQUITY	895,514.07

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11/03/14

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss

October 2014

	Oct 14	Jan - Oct 14
Income		
4000 · Watercraft Permits	3,057.00	113,468.00
4010 · Launch Fees	1,044.00	22,310.00
4020 · Marina & Club Fees	37.50	9,275.00
4030 · Sublease & Access Fees	0.00	27,190.00
4040 · Property Tax - Brown Co.	0.00	36,364.18
4050 · Property Tax - Monroe Co.	0.00	103,942.31
4060 · Interest	146.30	1,381.00
4070 · Grants & Donations	5,025.00	12,297.69
4080 · Fishing Tournament	25.00	725.00
4090 · Park Reservations	0.00	4,025.00
4100 · Park Admission Fees	0.00	27,340.00
4120 · Other Income	0.00	813.75
4130 · Dredging/Rip-Rap Income	5,000.00	15,547.92
Total Income	14,334.80	374,679.85
Expense		
6000 · Manager	4,582.58	45,825.80
6010 · FICA	630.01	9,646.45
6020 · State Unemployment Tax	187.28	722.05
6030 · Retirement	976.08	6,805.07
6040 · Health Insurance	2,102.28	20,181.26
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	220.00	15,026.52
6100 · Lake Patrol	0.00	4,191.00
6110 · Lake Biologist	2,015.00	22,238.64
6111 · Dredger	252.00	12,366.00
6112 · Dredger (Other)	198.00	13,527.00
6113 · Assistant Dredger	122.50	5,845.00
6114 · Assistant Dredger (Other)	96.25	4,685.63
6115 · Dredger (Private)	504.00	1,638.00
6116 · Assistant Dredger (Private)	245.00	752.50
6120 · Season & Launch Permits	0.00	1,289.56
6140 · Receipt/Tickets Books	0.00	636.99
6150 · Checks	0.00	218.34
6160 · Printer, Copier & Computer Supp	109.99	731.19
6170 · Miscellaneous-Other	13.99	805.35
6180 · Postage	0.00	485.89
6190 · General Business Supplies	32.98	421.48
6200 · Regular Gas	75.00	3,143.78
6210 · Diesel	0.00	8,091.80
6240 · Building & Grounds	259.51	5,265.78
6250 · Boat/Weed Harvester/Truck	74.29	1,242.42
6251 · Dredging Supplies	2,207.43	16,855.13
6252 · Rip Rap/Erosion Control	0.00	9,201.14
6290 · Signs & Nautical Markers	0.00	3,216.00
6300 · Accounting Services	450.00	4,500.00
6310 · Grass	1,812.50	10,880.00
6320 · Attorney	450.00	3,514.52
6350 · Other Prof/Secretarial Service	120.00	837.99
6370 · Phone, LDT, Pager, E-Mail	238.57	2,361.76
6380 · Travel	0.00	90.00
6410 · Subscriptions	92.00	297.70
6430 · Ads	762.37	838.61
6440 · Other	0.00	1,030.85
6450 · Insurance	0.00	40,262.75
6460 · Electric	396.95	4,086.50
6470 · Water	42.14	502.77
6480 · Trash	194.57	1,145.08
6490 · Port-O-Lets	608.00	2,948.00
6500 · Pump Holding Tank	0.00	300.00
6510 · Building & Grounds Expense	185.00	2,370.00
6520 · Boat	0.00	1,392.25
6530 · Truck	100.00	354.50
6541 · Dredging Equipment Maintenance	0.00	4,557.24
6542 · Equipment Rental	0.00	1,042.02

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11/03/14

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss

October 2014

	Oct 14	Jan - Oct 14
6560 · Water Testing	0.00	140.00
6570 · Lake Weed Treatment	0.00	38,311.50
6600 · 6% Marina Permit Sales	55.20	2,240.94
6620 · Dam/Spillway Inspection	2,089.82	2,089.82
6662 · Debt Service-Dredging Loan	0.00	0.00
6670 · Debt Service (Dredging Equip.)	0.00	1,438.12
6680 · Other Services and Charges	0.00	12.00
6681 · Fireworks	0.00	6,500.00
6700 · Computer Equipment	0.00	0.00
6720 · Utility Vehicle	0.00	0.00
Total Expense	22,501.29	350,363.69
Net Income	-8,166.49	24,316.16

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11/03/14

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2014

	Jan - Oct 14	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	113,468.00	102,000.00	11,468.00	111.2%
4010 · Launch Fees	22,310.00	16,000.00	6,310.00	139.4%
4020 · Marina & Club Fees	9,275.00	8,000.00	1,275.00	115.9%
4030 · Sublease & Access Fees	27,190.00	26,000.00	1,190.00	104.6%
4040 · Property Tax - Brown Co.	36,364.18	65,000.00	-28,635.82	55.9%
4050 · Property Tax -Monroe Co.	103,942.31	185,000.00	-81,057.69	56.2%
4060 · Interest	1,381.00	2,500.00	-1,119.00	55.2%
4070 · Grants & Donations	12,297.69	6,000.00	6,297.69	205.0%
4080 · Fishing Tournament	725.00	800.00	-75.00	90.6%
4090 · Park Reservations	4,025.00	4,500.00	-475.00	89.4%
4100 · Park Admission Fees	27,340.00	27,000.00	340.00	101.3%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	813.75	0.00	813.75	100.0%
4130 · Dredging/Rip-Rap Income	15,547.92	20,000.00	-4,452.08	77.7%
Total Income	374,679.85	462,800.00	-88,120.15	81.0%
Expense				
6000 · Manager	45,825.80	54,991.00	-9,165.20	83.3%
6010 · FICA	9,646.45	11,681.00	-2,034.55	82.6%
6020 · State Unemployment Tax	722.05	314.00	408.05	230.0%
6030 · Retirement	6,805.07	7,809.00	-1,003.93	87.1%
6040 · Health Insurance	20,181.26	21,000.00	-818.74	96.1%
6050 · Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 · Gate Attendant	15,026.52	15,000.00	26.52	100.2%
6080 · Seasonal Labor	0.00	0.00	0.00	0.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	4,191.00	4,800.00	-609.00	87.3%
6110 · Lake Biologist	22,238.64	21,700.00	538.64	102.5%
6111 · Dredger	12,366.00	21,600.00	-9,234.00	57.3%
6112 · Dredger (Other)	13,527.00	13,500.00	27.00	100.2%
6113 · Assistant Dredger	5,845.00	10,500.00	-4,655.00	55.7%
6114 · Assistant Dredger (Other)	4,685.63	5,250.00	-564.37	89.3%
6115 · Dredger (Private)	1,638.00	3,600.00	-1,962.00	45.5%
6116 · Assistant Dredger (Private)	752.50	1,750.00	-997.50	43.0%
6120 · Season & Launch Permits	1,289.56	1,200.00	89.56	107.5%
6130 · Daily Permits	0.00	300.00	-300.00	0.0%
6140 · Receipt/Tickets Books	636.99	400.00	236.99	159.2%
6150 · Checks	218.34	200.00	18.34	109.2%
6160 · Printer, Copier & Computer Supp	731.19	500.00	231.19	146.2%
6170 · Miscellaneous-Other	805.35	1,300.00	-494.65	62.0%
6180 · Postage	485.89	1,300.00	-814.11	37.4%
6190 · General Business Supplies	421.48	500.00	-78.52	84.3%
6200 · Regular Gas	3,143.78	5,000.00	-1,856.22	62.9%
6210 · Diesel	8,091.80	14,000.00	-5,908.20	57.8%
6240 · Building & Grounds	5,265.78	3,500.00	1,765.78	150.5%
6250 · Boat/Weed Harvester/Truck	1,242.42	2,000.00	-757.58	62.1%

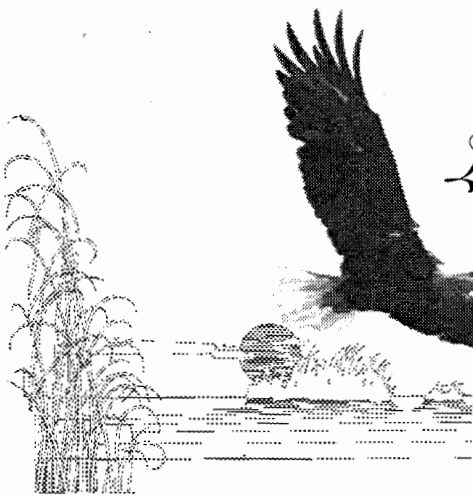
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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2014

	Jan - Oct 14	Budget	\$ Over Budget	% of Budget
6251 - Dredging Supplies	16,855.13	9,000.00	7,855.13	187.3%
6252 - Rip Rap/Erosion Control	9,201.14	8,000.00	1,201.14	115.0%
6270 - Boat Equipment	0.00	300.00	-300.00	0.0%
6290 - Signs & Nautical Markers	3,216.00	2,500.00	716.00	128.6%
6300 - Accounting Services	4,500.00	5,400.00	-900.00	83.3%
6310 - Grass	10,880.00	10,875.00	5.00	100.0%
6320 - Attorney	3,514.52	6,000.00	-2,485.48	58.6%
6330 - Consulting Engineer	0.00	15,000.00	-15,000.00	0.0%
6350 - Other Prof/Secretarial Service	837.99	500.00	337.99	167.6%
6370 - Phone, LDT, Pager, E-Mail	2,361.76	2,900.00	-538.24	81.4%
6380 - Travel	90.00			
6410 - Subscriptions	297.70	300.00	-2.30	99.2%
6430 - Ads	838.61	300.00	538.61	279.5%
6440 - Other	1,030.85	1,300.00	-269.15	79.3%
6450 - Insurance	40,262.75	48,000.00	-7,737.25	83.9%
6480 - Electric	4,086.50	4,500.00	-413.50	90.8%
6470 - Water	502.77	600.00	-97.23	83.8%
6480 - Trash	1,145.08	1,100.00	45.08	104.1%
6490 - Port-O-Lets	2,948.00	2,200.00	748.00	134.0%
6500 - Pump Holding Tank	300.00	500.00	-200.00	60.0%
6510 - Building & Grounds Expense	2,370.00	4,000.00	-1,630.00	59.3%
6520 - Boat	1,392.25	1,500.00	-107.75	92.8%
6530 - Truck	354.50	1,000.00	-645.50	35.5%
6541 - Dredging Equipment Maintenance	4,557.24	7,000.00	-2,442.76	65.1%
6542 - Equipment Rental	1,042.02	2,000.00	-957.98	52.1%
6560 - Water Testing	140.00	4,300.00	-4,160.00	3.3%
6570 - Lake Weed Treatment	38,311.50	50,000.00	-11,688.50	76.6%
6590 - Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 - 6% Marina Permit Sales	2,240.94	2,300.00	-59.06	97.4%
6610 - Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 - Dam/Spillway Inspection	2,089.82	4,650.00	-2,560.18	44.9%
6630 - Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 - Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 - Debt Service-Dredging Loan	67,702.88	46,000.00	21,702.88	147.2%
6670 - Debt Service (Dredging Equip.)	1,438.12			
6680 - Other Services and Charges	12.00	3,000.00	-2,988.00	0.4%
6681 - Fireworks	6,500.00	7,000.00	-500.00	92.9%
6700 - Computer Equipment	499.99			
6720 - Utility Vehicle	3,993.11			
Total Expense	422,559.67	501,983.00	-79,423.33	84.2%
Net Income	-47,879.82	-39,183.00	-8,696.82	122.2%



Lake Lemon Conservancy District

Date: October 31, 2014

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 6 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$19,130.01

Dated this 17th Day of December 2014

Signature of Governing Board

JOHN SCHELL, CHAIRMAN

PAM DUGAN, VICE-CHAIR

LANCE EBERLE, TREASURER

SUE MILLER, Sub-Area II

KIM MAYER, Sub-Area III

DENNIS PRIESEL, Sub-Area V

TINA THRASHER, Sub-Area VII

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11/03/14

LAKE LEMON CONSERVANCY
Check Detail
 October 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3037	10/7/2014	JIM ISON		1000 · Peoples Sta...		-100.00
				6530 · Truck		-100.00	100.00
TOTAL						-100.00	100.00
Check	3225	10/7/2014	NAPA AUTO PARTS		1000 · Peoples Sta...		-277.31
				6251 · Dredging Su...		-277.31	277.31
TOTAL						-277.31	277.31
Check	3226	10/7/2014	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	3227	10/7/2014	CURRY AUTO CE...		1000 · Peoples Sta...		-74.29
				6250 · Boat/Weed ...		-74.29	74.29
TOTAL						-74.29	74.29
Check	3228	10/7/2014	BLOOMINGTON H...		1000 · Peoples Sta...		-60.45
				6240 · Building & G...		-23.96	23.96
				6251 · Dredging Su...		-36.49	36.49
TOTAL						-60.45	60.45
Check	3229	10/7/2014	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	3230	10/7/2014	KLEINDORFER HA...		1000 · Peoples Sta...		-268.37
				6240 · Building & G...		-202.14	202.14
				6251 · Dredging Su...		-66.23	66.23
TOTAL						-268.37	268.37
Check	3231	10/7/2014	STAPLES CREDIT ...		1000 · Peoples Sta...		-46.97
				6170 · Miscellaneou...		-13.99	13.99

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11/03/14

LAKE LEMON CONSERVANCY
Check Detail
 October 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6190 · General Busi...	-32.98	32.98
TOTAL						-46.97	46.97
Check	3232	10/7/2014	LOWE'S COMPANI...		1000 · Peoples Sta...		-38.59
					6240 · Building & G...	-38.59	38.59
TOTAL						-38.59	38.59
Check	3233	10/7/2014	BROWN CO DEM...		1000 · Peoples Sta...		-93.96
					6430 · Ads	-93.96	93.96
TOTAL						-93.96	93.96
Check	3234	10/9/2014	HOOSIER TIMES, I...		1000 · Peoples Sta...		-58.41
					6430 · Ads	-58.41	58.41
TOTAL						-58.41	58.41
Check	3235	10/9/2014	CARMIN PARKER ...		1000 · Peoples Sta...		-450.00
					6320 · Attorney	-450.00	450.00
TOTAL						-450.00	450.00
Check	3236	10/9/2014	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3243	10/14/2014	INDIANA DEPT OF...		1000 · Peoples Sta...		-187.28
					6020 · State Unem...	-187.28	187.28
TOTAL						-187.28	187.28
Check	3244	10/14/2014	MONROE TUFF-JON		1000 · Peoples Sta...		-304.00
					6490 · Port-O-Lets	-304.00	304.00
TOTAL						-304.00	304.00
Check	3245	10/14/2014	REPUBLIC SERVI...		1000 · Peoples Sta...		-152.57

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11/03/14

LAKE LEMON CONSERVANCY
Check Detail
 October 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6480 · Trash	-152.57	152.57
TOTAL						-152.57	152.57
Check	3246	10/17/2014	VISA		1000 · Peoples Sta...		-2,617.21
				6160 · Printer, Copi...		-109.99	109.99
				6200 · Regular Gas		-75.00	75.00
				6251 · Dredging Su...		-1,827.40	1,827.40
				6430 · Ads		-610.00	610.00
				6240 · Building & G...		5.18	-5.18
TOTAL						-2,617.21	2,617.21
Check	3247	10/17/2014	SPC, INC.		1000 · Peoples Sta...		-185.00
				6510 · Building & G...		-185.00	185.00
TOTAL						-185.00	185.00
Check	3248	10/17/2014	VERIZON WIRELE...		1000 · Peoples Sta...		-32.80
				6370 · Phone, LDT,...		-32.80	32.80
TOTAL						-32.80	32.80
Check	3249	10/17/2014	COMCAST CABLE		1000 · Peoples Sta...		-205.77
				6370 · Phone, LDT,...		-205.77	205.77
TOTAL						-205.77	205.77
Check	3250	10/17/2014	SCI REMC		1000 · Peoples Sta...		-396.95
				6460 · Electric		-396.95	396.95
TOTAL						-396.95	396.95
Check	3251	10/17/2014	KNIGHT TRASH R...		1000 · Peoples Sta...		-42.00
				6480 · Trash		-42.00	42.00
TOTAL						-42.00	42.00
Check	3252	10/17/2014	ANTHEM BLUE CR...		1000 · Peoples Sta...		-2,102.28
				6040 · Health Insur...		-2,102.28	2,102.28

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LAKE LEMON CONSERVANCY
Check Detail
 October 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-2,102.28	2,102.28
Check	3253	10/27/2014	DLZ INDIANA, LLC		1000 · Peoples Sta...		-2,089.82
				6620 · Dam/Spillwa...		-2,089.82	2,089.82
TOTAL						-2,089.82	2,089.82
Check	3254	10/27/2014	MONROE TUFF-JON		1000 · Peoples Sta...		-304.00
				6490 · Port-O-Lets		-304.00	304.00
TOTAL						-304.00	304.00
Check	3255	10/27/2014	BLUE TIDE PROD...		1000 · Peoples Sta...		-120.00
				6350 · Other Prof/S...		-120.00	120.00
TOTAL						-120.00	120.00
Check	3258	10/31/2014	INDIANA PARKS &...		1000 · Peoples Sta...		-92.00
				6410 · Subscriptions		-92.00	92.00
TOTAL						-92.00	92.00
Check	3259	10/31/2014	SCHELL MARINA, ...		1000 · Peoples Sta...		-55.20
				6600 · 6% MarinaP...		-55.20	55.20
TOTAL						-55.20	55.20

Total October **\$ 12,659.87**

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11/04/14

LAKE LEMON CONSERVANCY
Payroll Summary
October 2014

	Allender, Clinton L			Hopkins, Joseph S			MADDEN, ROB...			Nguyen, Christopher X			VanTassel, Ja...	
	Hours	Rate	Oct 14	Hours	Rate	Oct 14	Hours	Rate	Oct 14	Hours	Rate	Oct 14	Hours	Rate
Employee Wages, Taxes and Adjustments														
Gross Pay														
Salary			0.00			0.00			4,582.58			0.00		
Reg. Pay-6070			0.00	13	10.00	130.00			0.00	9	10.00	90.00		
Reg. Pay-6110			0.00			0.00			0.00			0.00	130	15.50
Reg. Pay-6111			0.00			0.00			0.00			0.00		
Reg. Pay-6112			0.00			0.00			0.00			0.00		
Reg. Pay-6113	7	17.50	122.50			0.00			0.00			0.00		17.00
Reg. Pay-6114	5.5	17.50	96.25			0.00			0.00			0.00		
Reg. Pay-6115			0.00			0.00			0.00			0.00		
Reg. Pay-6116	14	17.50	245.00			0.00			0.00			0.00		
Total Gross Pay	26.5		463.75	13		130.00			4,582.58	9		90.00	130	
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	26.5		463.75	13		130.00			4,582.58	9		90.00	130	
Taxes Withheld														
Federal Withholding			-37.00			0.00			-506.00			0.00		
Medicare Employee			-6.73			-1.89			-66.44			-1.31		
Social Security Employee			-28.75			-8.06			-284.12			-5.58		
IN - Withholding			-15.77			-4.42			-155.80			-3.06		
Hamilton Co			0.00			0.00			0.00			0.00		
Law. Co.			-8.12			0.00			0.00			0.00		
Monroe Co.			0.00			-1.36			-47.66			-0.94		
Total Taxes Withheld			-96.37			-15.73			-1,060.02			-10.89		
Net Pay	26.5		367.38	13		114.27			3,522.56	9		79.11	130	
Employer Taxes and Contributions														
Federal Unemployment			0.00			0.78			0.00			0.54		
Medicare Company			6.73			1.89			66.44			1.31		
Social Security Company			28.75			8.06			284.12			5.58		
IN - Unemployment Company			0.00			1.60			0.00			1.11		
Total Employer Taxes and Contributions			35.48			12.33			350.56			8.54		

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11/04/14

LAKE LEMON CONSERVANCY
Payroll Summary
October 2014

	VanTa...	WARTHAN, LEVI R		TOTAL	
	Oct 14	Hours	Rate	Oct 14	Oct 14
Employee Wages, Taxes and Adjustments					
Gross Pay					
Salary	0.00			0.00	4,582.58
Reg. Pay-6070	0.00			22.00	220.00
Reg. Pay-6110	2,015.00			0.00	2,015.00
Reg. Pay-6111	0.00	7	36.00	252.00	252.00
Reg. Pay-6112	0.00	5.5	36.00	198.00	198.00
Reg. Pay-6113	0.00			0.00	122.50
Reg. Pay-6114	0.00			0.00	96.25
Reg. Pay-6115	0.00	14	36.00	504.00	504.00
Reg. Pay-6116	0.00			0.00	245.00
Total Gross Pay	2,015.00	26.5		954.00	8,235.33
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	2,015.00	26.5		954.00	8,235.33
Taxes Withheld					
Federal Withholding	-139.00			-85.00	-767.00
Medicare Employee	-29.22			-13.83	-119.42
Social Security Employee	-124.93			-59.15	-510.59
IN - Withholding	-68.51			-32.44	-280.00
Hamilton Co	-20.15			0.00	-20.15
Law. Co.	0.00			0.00	-8.12
Monroe Co.	0.00			-9.95	-59.91
Total Taxes Withheld	-381.81			-200.37	-1,765.19
Net Pay	1,633.19	26.5		753.63	6,470.14
Employer Taxes and Contributions					
Federal Unemployment	0.00			0.00	1.32
Medicare Company	29.22			13.83	119.42
Social Security Company	124.93			59.15	510.59
IN - Unemployment Company	0.00			0.00	2.71
Total Employer Taxes and Contributions	154.15			72.98	634.04

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2014 thru November 30, 2014

(UNAUDITED)

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

LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of November 30, 2014 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

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

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

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

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

Shirley Watkins, CPA
December 2, 2014

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12/01/14

Accrual Basis

LAKE LEMON CONSERVANCY**Balance Sheet**

As of November 30, 2014

	Nov 30, 14
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	95,433.29
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	216,008.85
1040 · CD's Cumulative Maint Fund	71,796.67
1050 · Savings Account	1,440.51
Total Checking/Savings	384,979.32
Total Current Assets	384,979.32
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,266.99
Total Fixed Assets	492,771.35
TOTAL ASSETS	877,750.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,950.98
2020 · State & Co. Withholding Payable	358.86
Total Other Current Liabilities	2,309.84
Total Current Liabilities	2,309.84
Total Liabilities	2,309.84
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	165,896.75
Net Income	6,638.12
Total Equity	875,440.83
TOTAL LIABILITIES & EQUITY	877,750.67

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12/01/14

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
November 2014

	Nov 14	Jan - Nov 14
6542 · Equipment Rental	0.00	1,042.02
6560 · Water Testing	2,249.00	2,369.00
6570 · Lake Weed Treatment	0.00	38,311.50
6600 · 6% MarinaPermit Sales	0.00	2,240.94
6620 · Dam/Spillway Inspection	2,400.00	4,489.82
6662 · Debt Service-Dredging Loan	0.00	0.00
6670 · Debt Service (Dredging Equip.)	0.00	1,438.12
6680 · Other Services and Charges	0.00	12.00
6681 · Fireworks	0.00	6,500.00
6700 · Computer Equipment	0.00	0.00
6720 · Utility Vehicle	0.00	0.00
Total Expense	20,171.04	370,534.73
Net Income	-17,678.04	6,638.12

5:04 PM

12/01/14

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

November 2014

	Nov 14	Jan - Nov 14
Income		
4000 · Watercraft Permits	301.00	113,769.00
4010 · Launch Fees	162.00	22,472.00
4020 · Marina & Club Fees	0.00	9,275.00
4030 · Sublease & Access Fees	0.00	27,190.00
4040 · Property Tax - Brown Co.	0.00	36,364.18
4050 · Property Tax -Monroe Co.	0.00	103,942.31
4060 · Interest	0.00	1,381.00
4070 · Grants & Donations	0.00	12,297.69
4080 · Fishing Tournament	0.00	725.00
4090 · Park Reservations	0.00	4,025.00
4100 · Park Admisiion Fees	0.00	27,340.00
4120 · Other Income	0.00	813.75
4130 · Dredging/Rip-Rap Income	2,030.00	17,577.92
Total Income	2,493.00	377,172.85
Expense		
6000 · Manager	4,582.58	50,408.38
6010 · FICA	615.99	10,262.44
6020 · State Unemployment Tax	0.00	722.05
6030 · Retirement	325.36	7,130.43
6040 · Health Insurance	2,102.28	22,283.54
6050 · Life Insurance	0.00	1,263.00
6070 · Gate Attendant	0.00	15,026.52
6100 · Lake Patrol	0.00	4,191.00
6110 · Lake Biologist	1,984.00	24,222.64
6111 · Dredger	720.00	13,086.00
6112 · Dredger (Other)	108.00	13,635.00
6113 · Assistant Dredger	70.00	5,915.00
6114 · Assistant Dredger (Other)	52.50	4,738.13
6115 · Dredger (Private)	360.00	1,998.00
6116 · Assistant Dredger (Private)	175.00	927.50
6120 · Season & Launch Permits	0.00	1,289.56
6130 · Daily Permits	97.08	97.08
6140 · Receipt/Tickets Books	0.00	636.99
6150 · Checks	0.00	218.34
6160 · Printer, Copier & Computer Supp	0.00	731.19
6170 · Miscellaneous-Other	338.29	1,143.64
6180 · Postage	89.80	575.69
6190 · General Business Supplies	6.79	428.27
6200 · Regular Gas	0.00	3,143.78
6210 · Diesel	0.00	8,091.80
6240 · Building & Grounds	66.86	5,332.64
6250 · Boat/Weed Harvester/Truck	0.00	1,242.42
6251 · Dredging Supplies	0.00	16,855.13
6252 · Rip Rap/Erosion Control	0.00	9,201.14
6290 · Signs & Nautical Markers	0.00	3,216.00
6300 · Accounting Services	450.00	4,950.00
6310 · Grass	0.00	10,880.00
6320 · Attorney	1,260.00	4,774.52
6350 · Other Prof/Secretarial Service	0.00	837.99
6370 · Phone, LDT, Pager, E-Mail	238.57	2,600.33
6380 · Travel	0.00	90.00
6410 · Subscriptions	0.00	297.70
6430 · Ads	561.55	1,400.16
6440 · Other	21.07	1,051.92
6450 · Insurance	0.00	40,262.75
6460 · Electric	459.95	4,546.45
6470 · Water	42.14	544.91
6480 · Trash	152.23	1,297.31
6490 · Port-O-Lets	0.00	2,948.00
6500 · Pump Holding Tank	100.00	400.00
6510 · Building & Grounds Expense	280.00	2,650.00
6520 · Boat	262.00	1,654.25
6530 · Truck	0.00	354.50
6541 · Dredging Equipment Maintenance	0.00	4,557.24

5:04 PM

12/01/14

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
November 2014

	Nov 14	Jan - Nov 14
6542 · Equipment Rental	0.00	1,042.02
6560 · Water Testing	2,249.00	2,389.00
6570 · Lake Weed Treatment	0.00	38,311.50
6600 · 6% MarinaPermit Sales	0.00	2,240.94
6620 · Dam/Spillway Inspection	2,400.00	4,489.82
6662 · Debt Service-Dredging Loan	0.00	0.00
6670 · Debt Service (Dredging Equip.)	0.00	1,438.12
6680 · Other Services and Charges	0.00	12.00
6681 · Fireworks	0.00	6,500.00
6700 · Computer Equipment	0.00	0.00
6720 · Utility Vehicle	0.00	0.00
Total Expense	20,171.04	370,534.73
Net Income	-17,678.04	6,638.12

10:47 AM
12/02/14
Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through November 2014

	Jan - Nov 14	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	113,769.00	102,000.00	11,769.00	111.5%
4010 · Launch Fees	22,472.00	16,000.00	6,472.00	140.5%
4020 · Marina & Club Fees	9,275.00	8,000.00	1,275.00	115.9%
4030 · Sublease & Access Fees	27,190.00	26,000.00	1,190.00	104.6%
4040 · Property Tax - Brown Co.	36,364.18	65,000.00	-28,635.82	55.9%
4050 · Property Tax -Monroe Co.	103,942.31	185,000.00	-81,057.69	56.2%
4060 · Interest	1,381.00	2,500.00	-1,119.00	55.2%
4070 · Grants & Donations	12,297.69	6,000.00	6,297.69	205.0%
4080 · Fishing Tournament	725.00	800.00	-75.00	90.6%
4090 · Park Reservations	4,025.00	4,500.00	-475.00	89.4%
4100 · Park Admision Fees	27,340.00	27,000.00	340.00	101.3%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	813.75	0.00	813.75	100.0%
4130 · Dredging/Rip-Rap Income	17,577.92	20,000.00	-2,422.08	87.9%
Total Income	377,172.85	462,800.00	-85,627.15	81.5%
Expense				
6000 · Manager	50,408.38	54,991.00	-4,582.62	91.7%
6010 · FICA	10,262.44	11,681.00	-1,418.56	87.9%
6020 · State Unemployment Tax	722.05	314.00	408.05	230.0%
6030 · Retirement	7,130.43	7,809.00	-678.57	91.3%
6040 · Health Insurance	22,283.54	21,000.00	1,283.54	106.1%
6050 · Life Insurance	1,263.00	1,263.00	0.00	100.0%
6070 · Gate Attendant	15,026.52	15,000.00	26.52	100.2%
6080 · Seasonal Labor	0.00	0.00	0.00	0.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	4,191.00	4,800.00	-609.00	87.3%
6110 · Lake Biologist	24,222.64	21,700.00	2,522.64	111.6%
6111 · Dredger	13,086.00	21,600.00	-8,514.00	60.6%
6112 · Dredger (Other)	13,635.00	13,500.00	135.00	101.0%
6113 · Assistant Dredger	5,915.00	10,500.00	-4,585.00	56.3%
6114 · Assistant Dredger (Other)	4,738.13	5,250.00	-511.87	90.3%
6115 · Dredger (Private)	1,998.00	3,600.00	-1,602.00	55.5%
6116 · Assistant Dredger (Private)	927.50	1,750.00	-822.50	53.0%
6120 · Season & Launch Permits	1,289.56	1,200.00	89.56	107.5%
6130 · Daily Permits	97.08	300.00	-202.92	32.4%
6140 · Receipt/Tickets Books	636.99	400.00	236.99	159.2%
6150 · Checks	218.34	200.00	18.34	109.2%
6160 · Printer, Copier & Computer Supp	731.19	500.00	231.19	146.2%
6170 · Miscellaneous-Other	1,143.64	1,300.00	-156.36	88.0%
6180 · Postage	575.69	1,300.00	-724.31	44.3%
6190 · General Business Supplies	428.27	500.00	-71.73	85.7%
6200 · Regular Gas	3,143.78	5,000.00	-1,856.22	62.9%
6210 · Diesel	8,091.80	14,000.00	-5,908.20	57.8%
6240 · Building & Grounds	5,332.64	3,500.00	1,832.64	152.4%
6250 · Boat/Weed Harvester/Truck	1,242.42	2,000.00	-757.58	62.1%

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12/02/14

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2014

	Jan - Nov 14	Budget	\$ Over Budget	% of Budget
6251 · Dredging Supplies	16,855.13	9,000.00	7,855.13	187.3%
6252 · Rip Rap/Erosion Control	9,201.14	8,000.00	1,201.14	115.0%
6270 · Boat Equipment	0.00	300.00	-300.00	0.0%
6290 · Signs & Nautical Markers	3,216.00	2,500.00	716.00	128.6%
6300 · Accounting Services	4,950.00	5,400.00	-450.00	91.7%
6310 · Grass	10,880.00	10,875.00	5.00	100.0%
6320 · Attorney	4,774.52	6,000.00	-1,225.48	79.6%
6330 · Consulting Engineer	0.00	15,000.00	-15,000.00	0.0%
6350 · Other Prof/Secretarial Service	837.99	500.00	337.99	167.6%
6370 · Phone, LDT, Pager, E-Mail	2,600.33	2,900.00	-299.67	89.7%
6380 · Travel	90.00			
6410 · Subscriptions	297.70	300.00	-2.30	99.2%
6430 · Ads	1,400.16	300.00	1,100.16	466.7%
6440 · Other	1,051.92	1,300.00	-248.08	80.9%
6450 · Insurance	40,262.75	48,000.00	-7,737.25	83.9%
6460 · Electric	4,546.45	4,500.00	46.45	101.0%
6470 · Water	544.91	600.00	-55.09	90.8%
6480 · Trash	1,297.31	1,100.00	197.31	117.9%
6490 · Port-O-Lets	2,948.00	2,200.00	748.00	134.0%
6500 · Pump Holding Tank	400.00	500.00	-100.00	80.0%
6510 · Building & Grounds Expense	2,650.00	4,000.00	-1,350.00	66.3%
6520 · Boat	1,654.25	1,500.00	154.25	110.3%
6530 · Truck	354.50	1,000.00	-645.50	35.5%
6541 · Dredging Equipment Maintenance	4,557.24	7,000.00	-2,442.76	65.1%
6542 · Equipment Rental	1,042.02	2,000.00	-957.98	52.1%
6560 · Water Testing	2,389.00	4,300.00	-1,911.00	55.6%
6570 · Lake Weed Treatment	38,311.50	50,000.00	-11,688.50	76.6%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	2,240.94	2,300.00	-59.06	97.4%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 · Dam/Spillway Inspection	4,489.82	4,650.00	-160.18	96.6%
6630 · Spillway Repairs	0.00	10,000.00	-10,000.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	67,702.88	46,000.00	21,702.88	147.2%
6670 · Debt Service (Dredging Equip.)	1,438.12			
6680 · Other Services and Charges	12.00	3,000.00	-2,988.00	0.4%
6681 · Fireworks	6,500.00	7,000.00	-500.00	92.9%
6700 · Computer Equipment	499.99			
6720 · Utility Vehicle	3,993.11			
Total Expense	442,730.71	501,983.00	-59,252.29	88.2%
Net Income	-65,557.86	-39,183.00	-26,374.86	167.3%



Lake Lemon Conservancy District

Date November 30, 2014

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 \$17,535.84

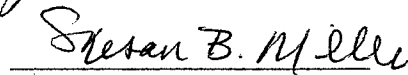
Dated this 17th Day of December 2014


Signature of Governing Board


JOHN SCHELL, CHAIRMAN


PAM DUGAN, VICE CHAIR


LANCE EBERLE, TREASURER


SUE MILLER, Sub-Area II


KIM MAYER, Sub-Area III


DENNIS FRIESEL, Sub-Area V


TINA THRASHER, Sub-Area VII

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12/01/14

LAKE LEMON CONSERVANCY

Check Detail

November 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3260	11/4/2014	STAPLES CREDIT ...		1000 - Peoples Sta...		-27.86
					6190 - General Busi...	-6.79	6.79
					6440 - Other	-21.07	21.07
TOTAL						-27.86	27.86
Check	3261	11/4/2014	B & B WATER CORP		1000 - Peoples Sta...		-42.14
					6470 - Water	-42.14	42.14
TOTAL						-42.14	42.14
Check	3262	11/10/2014	PAUL YOUNG PLU...		1000 - Peoples Sta...		-328.00
					6240 - Building & G...	-48.00	48.00
					6510 - Building & G...	-280.00	280.00
TOTAL						-328.00	328.00
Check	3263	11/10/2014	HOOSIER TIMES, I...		1000 - Peoples Sta...		-446.10
					6430 - Ads	-446.10	446.10
TOTAL						-446.10	446.10
Check	3264	11/10/2014	ALL ABOUT BOATS		1000 - Peoples Sta...		-262.00
					6520 - Boat	-262.00	262.00
TOTAL						-262.00	262.00
Check	3265	11/10/2014	CARMIN PARKER ...		1000 - Peoples Sta...		-900.00
					6320 - Attorney	-900.00	900.00
TOTAL						-900.00	900.00
Check	3266	11/10/2014	CARMIN PARKER ...		1000 - Peoples Sta...		-360.00
					6320 - Attorney	-360.00	360.00
TOTAL						-360.00	360.00
Check	3267	11/10/2014	BROWN CO DEM...		1000 - Peoples Sta...		-115.45
					6430 - Ads	-115.45	115.45

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12/01/14

LAKE LEMON CONSERVANCY
Check Detail
November 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-115.45	115.45
Check	3268	11/10/2014	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3269	11/10/2014	BLOOMINGTON H...		1000 · Peoples Sta...		-18.86
					6240 · Building & G...	-18.86	18.86
TOTAL						-18.86	18.86
Check	3270	11/10/2014	REPUBLIC SERVL...		1000 · Peoples Sta...		-152.23
					6480 · Trash	-152.23	152.23
TOTAL						-152.23	152.23
Check	3271	11/10/2014	SCI REMC		1000 · Peoples Sta...		-73.00
					6460 · Electric	-73.00	73.00
TOTAL						-73.00	73.00
Check	3272	11/10/2014	TODD'S SEPTIC S...		1000 · Peoples Sta...		-100.00
					6500 · Pump Holdin...	-100.00	100.00
TOTAL						-100.00	100.00
Check	3277	11/18/2014	BAUGH ENTERPRI...		1000 · Peoples Sta...		-97.08
					6130 · Daily Permits	-97.08	97.08
TOTAL						-97.08	97.08
Check	3278	11/19/2014	ANTHEM BLUE CR...		1000 · Peoples Sta...		-2,102.28
					6040 · Health Insur...	-2,102.28	2,102.28
TOTAL						-2,102.28	2,102.28
Check	3279	11/19/2014	VERIZON WIRELE...		1000 · Peoples Sta...		-32.80
					6370 · Phone, LDT,...	-32.80	32.80

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12/01/14

LAKE LEMON CONSERVANCY
Check Detail
November 2014

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-32.80	32.80
Check	3280	11/19/2014	COMCAST CABLE		1000 · Peoples Sta...		-205.77
					6370 · Phone, LDT...	-205.77	205.77
TOTAL						-205.77	205.77
Check	3281	11/19/2014	SCI REMC		1000 · Peoples Sta...		-386.95
					6460 · Electric	-386.95	386.95
TOTAL						-386.95	386.95
Check	3282	11/19/2014	VISA		1000 · Peoples Sta...		-189.80
					6180 · Postage	-89.80	89.80
					6170 · Miscellaneou...	-100.00	100.00
TOTAL						-189.80	189.80
Check	3283	11/24/2014	INDIANA UNIVERS...		1000 · Peoples Sta...		-2,097.00
					6560 · Water Testing	-2,097.00	2,097.00
TOTAL						-2,097.00	2,097.00
Check	3284	11/24/2014	MONROE TUFF-JON		1000 · Peoples Sta...		-152.00
					6560 · Water Testing	-152.00	152.00
TOTAL						-152.00	152.00
Check	3289	11/30/2014	DLZ		1000 · Peoples Sta...		-2,400.00
					6620 · Dam/Spillwa...	-2,400.00	2,400.00
TOTAL						-2,400.00	2,400.00
Check	3290	11/30/2014	LOWE'S COMPANI...		1000 · Peoples Sta...		-238.29
					6170 · Miscellaneou...	-238.29	238.29
TOTAL						-238.29	238.29

Total Available

\$11,177.61

11,177.61

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12/02/14

LAKE LEMON CONSERVANCY
Payroll Summary
 November 2014

	Allender, Clinton L			MADDEN, ROB...			VanTassel, James P			WARTHAN, LEVI R			TOTAL	
	Hours	Rate	Nov 14	Hours	Rate	Nov 14	Hours	Rate	Nov 14	Hours	Rate	Nov 14	Hours	Rate
Employee Wages, Taxes and Adjustments														
Gross Pay														
Salary			0.00		4,582.58			0.00				0.00		
Reg.Pay-6110			0.00		0.00	128	15.50	1,984.00				0.00	128.00	
Reg.Pay-6111			0.00		0.00			0.00	20	36.00	720.00	20.00		
Reg.Pay-6112			0.00		0.00			0.00	3	36.00	108.00	3.00		
Reg.Pay-6113	4	17.50	70.00		0.00		17.00	0.00			0.00	4.00		
Reg.Pay-6114	3	17.50	52.50		0.00			0.00			0.00	3.00		
Reg.Pay-6115			0.00		0.00			0.00	10	36.00	360.00	10.00		
Reg.Pay-6116	10	17.50	175.00		0.00			0.00			0.00	10.00		
Total Gross Pay	17		297.50		4,582.58	128		1,984.00	33		1,188.00	178.00		
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	17		297.50		4,582.58	128		1,984.00	33		1,188.00	178.00		
Taxes Withheld														
Federal Withholding			-13.00		-506.00			-133.00			-67.00			
Medicare Employee			-4.31		-66.45			-28.77			-17.23			
Social Security Employee			-18.45		-284.12			-123.00			-73.66			
IN - Withholding			-10.12		-155.80			-67.45			-40.39			
Hamilton Co			0.00		0.00			-19.84			0.00			
Law. Co.			-5.21		0.00			0.00			0.00			
Monroe Co.			0.00		-47.66			0.00			-12.39			
Total Taxes Withheld			-51.09		-1,060.03			-372.06			-210.67			
Net Pay	17		246.41		3,522.55	128		1,611.94	33		977.33	178.00		
Employer Taxes and Contributions														
Federal Unemployment			0.00		0.00			0.00			0.00			
Medicare Company			4.31		66.45			28.77			17.23			
Social Security Company			18.45		284.12			123.00			73.66			
IN - Unemployment Company			0.00		0.00			0.00			0.00			
Total Employer Taxes and Contributions			22.76		350.57			151.77			90.89			

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12/02/14

LAKE LEMON CONSERVANCY
Payroll Summary
November 2014

	TOTAL Nov 14
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary	4,582.58
Reg.Pay-6110	1,984.00
Reg.Pay-6111	720.00
Reg.Pay-6112	108.00
Reg.Pay-6113	70.00
Reg.Pay-6114	52.50
Reg.Pay-6115	360.00
Reg.Pay-6116	175.00
Total Gross Pay	8,052.08
Deductions from Gross Pay	
Insurance	0.00
Total Deductions from Gross Pay	0.00
Adjusted Gross Pay	8,052.08
Taxes Withheld	
Federal Withholding	-719.00
Medicare Employee	-116.76
Social Security Employee	-499.23
IN - Withholding	-273.76
Hamilton Co	-19.84
Law. Co.	-5.21
Monroe Co.	-60.05
Total Taxes Withheld	-1,693.85
Net Pay	<u>6,358.23</u>
Employer Taxes and Contributions	
Federal Unemployment	0.00
Medicare Company	116.76
Social Security Company	499.23
IN - Unemployment Company	0.00
Total Employer Taxes and Contributions	<u>615.99</u>



Lake Lemon Conservancy District

December 17, 2014

Renewal Advice for Certificates of Deposit

Certificate #	Amount	Current Term/Rate	New Term	Renewal Date	Fund
371030314*	\$100,000.00	91 Days / 0.35%	?	12/22/14	General
371016988**	\$6,062.73	24 Mo. / 0.65%	?	12/30/14	Cum. Maint.

*: Interest Deposited into Checking Account

**: Interest Deposited into Savings Account

Interest Rates

Term	Rate (%)
91 Days	0.35
182 Days	0.40
12 Months	0.50
24 Months	0.65



THE PEOPLES STATE BANK

P.O. BOX 128
ELLETTSVILLE, INDIANA 47429
(812) 876-2228

LAKE LEMON CONSERVANCY DIST
CUMULATIVE MAINTENANCE FUND
ROBERT E MADDEN
7599 N TUNNEL RD
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 12/16/14

PAGE 1

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24 MONTH CERTIFICATE 371016988

=====

ORIGINAL ISSUE DATE:	12/30/10	INTEREST RATE:	.6500 %
ORIGINAL ISSUE VALUE:	6,000.00	MATURITY DATE:	12/30/14
LAST RENEWAL DATE:	12/30/12	TERM:	24 MONTHS
LAST RENEWAL VALUE:	6,062.73		

* A P P R O A C H I N G R E N E W A L A D V I C E *

YOUR CERTIFICATE WILL MATURE ON 12/30/14. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO SAVINGS ACCOUNT 501426779, AND THE CURRENT BALANCE OF YOUR 24 MONTH CERTIFICATE IS 6,062.73. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 12/30/16.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 12/30/14. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.





THE PEOPLES STATE BANK

P.O. BOX 128
ELLETTSVILLE, INDIANA 47429
(812) 876-2228

LAKE LEMON CONSERVANCY DIST
7599 N TUNNEL RD
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 12/08/14

PAGE 1

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91 DAY CERTIFICATE. 371030314

=====

ORIGINAL ISSUE DATE:	09/22/14	INTEREST RATE:	.3500 %
ORIGINAL ISSUE VALUE:	100,000.00	MATURITY DATE:	12/22/14
		TERM:	91 DAYS

* A P P R O A C H I N G R E N E W A L A D V I C E *

YOUR CERTIFICATE WILL MATURE ON 12/22/14. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO CHECKING ACCOUNT 623636, AND THE CURRENT BALANCE OF YOUR 91 DAY CERTIFICATE IS 100,000.00. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 03/23/15.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 12/22/14. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.



Motion to Transfer Funds

2014 LLCD Budget

12/17/14

Transfer Funds from:

Account Number	Account Description	Transfer Amount
6010	FICA	\$750.00
6100	Lake Patrol	\$600.00
6111	Dredger	\$6,700.00
6113	Assistant Dredger	\$3,700.00
6115	Dredger (Private)	\$1,600.00
6116	Assistant Dredger (Private)	\$800.00
6130	Daily Permits	\$200.00
6180	Postage	\$700.00
6200	Regular Gas	\$1,100.00
6210	Diesel	\$2,400.00
6250	Boat/Truck	\$700.00
6270	Boat Equipment	\$300.00
6320	Attorney	\$1,150.00
6450	Insurance	\$7,700.00
6510	Building & Ground Expense	\$1,300.00
6530	Truck	\$630.00
6541	Dredging Equipment Maintenance	\$2,400.00
6560	Water Testing	\$1,900.00
6570	Lake Weed Treatment	\$11,650.00
6590	Contingency Funds	\$5,000.00
6630	Spillway Repairs	\$10,000.00
6661	Disposal Site Preperation	\$5,000.00
6680	Other Services & Charges	\$2,950.00
TOTAL		\$69,230.00

Transfer funds into:

Account Number	Account Description	Transfer Amount
6020	State Unemployment Tax	\$410.00
6040	Health Insurance	\$3,400.00
6070	Gate Attendant	\$30.00
6110	Lake Biologist	\$4,400.00
6112	Dredger (Other)	\$140.00
6120	Season & Launch Permits	\$90.00
6140	Receipt/Ticket Books	\$250.00

6150	Checks	\$20.00
6160	Printer, Copier, & Comp Supply	\$240.00
6240	Building & Grounds	\$1,900.00
6251	Dredging Supplies	\$8,500.00
6252	Rip Rap/Erosion Control	\$1,500.00
6290	Signs & Nautical Markers	\$750.00
6310	Grass	\$5.00
6330	Consulting Engineer	\$15,650.00
6350	Other Prof Services	\$340.00
6380	Travel	\$125.00
6410	Subscriptions	\$50.00
6430	Ads	\$1,150.00
6460	Electric	\$500.00
6480	Trash	\$230.00
6490	Port-O-Lets	\$750.00
6520	Boat	\$1,100.00
6662	Debt Service - Dredging Loan	\$21,750.00
6670	Debt Service - Dredging Interest	\$1,450.00
6700	Computer Equipment	\$500.00
6720	Utility Vehicle	\$4,000.00
TOTAL		\$69,230.00

Premium, Rate and Exposure Comparison for Lake Lemon Conservancy District

Line of Coverage	Expiring	Renewal	Cash Change	Percentage
Premium	Bliss McKnight	Bliss McKnight		
Property	784	800	16	2.0%
Workers' Compensation	5,675	7,614	1,939	34.2%
General Liability	18,809	19,260	451	2.4%
Crime - Position Bond	250	250	0	0.0%
Automobile	2,552	1,888	-664	-26.0%
Umbrella	6,742	6,671	-71	-1.1%
Directors & Officers	1,251	1,251	0	0.0%
Total	36,063	37,734	1,671	4.6%
Rates				
Property (per \$100 TIV)	0.16	0.17	0.01	5.7%
Workers' Compensation (Average Rate per \$100 Payroll)	4.01	5.39	1.37	34.2%
Automobile (per Unit)	510	378	-132.80	-26.0%
Exposures				
TIV (Property)	487,612	470,656	-16,956	-3.5%
Payroll (WC)	141,369	141,369	0	0.0%
Power Units (AL)	5	5	0	0.0%

Provided by Lance Eberle at First Insurance Group Inc. This worksheet is for comparison purposes only based on information provided. It does not guarantee coverage, premium rates or total cost of exposures.

Lake Lemon Conservancy District

PREMIUM SUMMARY COMPARISON

	<u>2013</u>	<u>2014</u>	<u>2014</u>
General Liability	\$19,185	\$18,809	\$19,260
Commercial Property	\$743	\$784	\$800
Inland Marine	\$5,996	\$3,971	\$4,022
Crime-Position Bond	\$275	\$250	\$250
Commercial Auto	\$1,718	\$2,552	\$1,888
Worker's Compensation	\$4,625	\$5,633	\$7,614
Commercial Umbrella*	\$6,798	\$6,742	\$6,671
Directors & Officers Liability*	<u>\$1,116</u>	<u>\$1,251</u>	<u>\$1,251</u>
Tota	\$40,456	\$39,992	\$41,756

* Umbrella and Directors and Officers policy were issued under a 3 year term until 2017

<p align="center">LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET</p>
--

Property Coverage (All per location unless otherwise indicated)	Limit
<i>provided through Bliss-McKnight</i>	
Buildings	\$153,802
Business Personal Property	\$11,361
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 align="center">LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET</p>
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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	\$323,493
--------------------------------	-----------

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

LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET
--

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
-----------------	-------------

Workers Compensation Coverage*provided through Bliss-McKnight*

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

LAKE LEMON CONSERVANCY DISTRICT
Statement of Values

<u>LOCATION</u>	<u>BUILDING</u>	<u>CONTENTS</u>
7599 N. Tunnel Rd. Unionville, IN (Office)	\$67,531	\$11,361
7599 N. Tunnel Rd. Unionville, IN (Gate House)	\$5,628	\$0
7599 N. Tunnel Rd. Unionville, IN (Storage)	\$26,664	\$0
7599 N. Tunnel Rd. Unionville, IN (Club House)	\$37,096	\$0
7599 N. Tunnel Rd. Unionville, IN (Rest Rooms)	\$16,883	\$0
SUB-TOTALS	\$153,802	\$11,361

**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
- 5 2013 GMC Truck

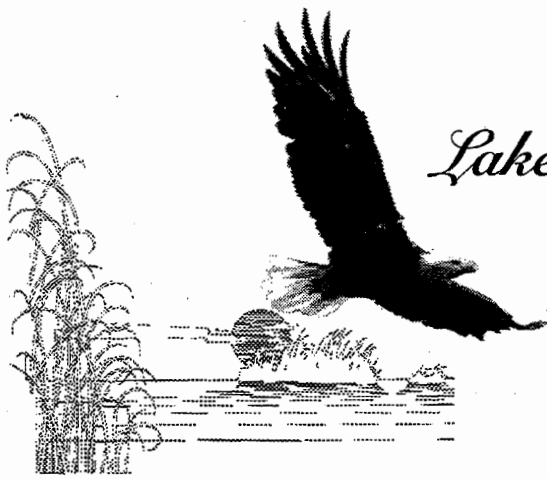
Inland Marine Schedule	Limit
1 2014 John Deere CX Gator	\$4,793
2 1975 Harris 24' Pontoon	\$3,000
3 1993 Yamaha 4 Stroke Motor	\$1,200
4 1996 Sylvan Runabout Boat	\$4,500
5 Misc Accessories for Patrol Boat	\$1,000
6 3 Section Barge	\$115,000
7 Push Boat	\$42,000
8 Caterpillar Articulating Truck	\$45,000
9 Komatsu Excavator	\$65,000
10 Caterpillar D4C Bulldozer	\$24,000

AGENT NOTES

- 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 does not renew until 2017.
- 4 Employment practices coverage is provided through the directors and officers policy.
- 5 Equipment coverage does not provide for retrieval of equipment.

MARKETING EFFORTS IN 2014

- 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 declined as they are not competitive with Bliss McKnight.
- 5 PSG declined as they are not competitive with Bliss McKnight.



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 January 1, 2015 to December 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 17th day of December, 2014.

**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

Scale: 1" = 300'



City of Bloomington
Utilities Engineering

N

900 600 300 0 300

For reference only: map information NOT warranted

File: LR1008860

30 Oct 01 300'

By: Groyd

Exhibit B - Additional Premises

Exhibit A - Leased Premises

showing Boys & Girls Club (BGC) areas located from the club

Riddle Point Park

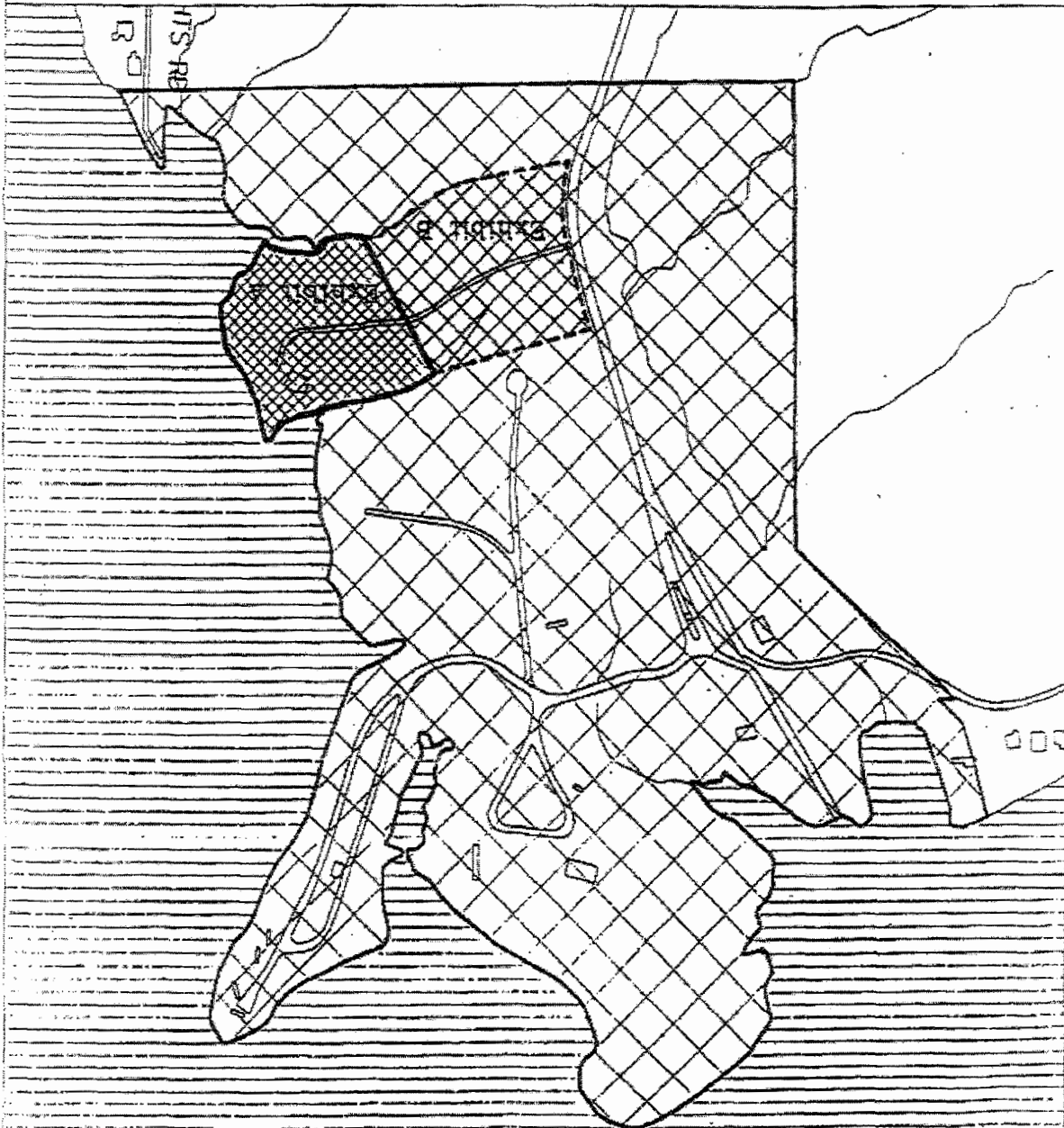


Exhibit 2



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 2015, 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 15th day of March, 2015.
 - 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 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th 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 15th 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 17th day of December, 2014.

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 2015, 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 15th day of March, 2015.
 - 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 15th day of July, based on the actual number of boat slips occupied by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied by the Marina/Club between July 1st and September 30th 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 15th 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 17th day of December, 2014.

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

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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 January 1, 2015 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 17th day of December, 2014.

**RIDDLE POINT
ROWING ASSOCIATION:**

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: Catherine Schaible

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

Address: 9142 N. Buskirk Rd.

Gosport, IN 47433



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 January 1, 2015 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 LLCDC and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCDC and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCDC or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University 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 or arising from this Special Use Agreement and shall provide other event-related assistance at Riddle Point Park and Lake Lemon as reasonably requested by LLCDC and CBU.
5. IU shall pay to LLCDC a special use permit fee of Two Hundred Fifty Dollars (\$250.00) for a rowing regatta on March 28, 2015; Two Hundred Fifty Dollars (\$250.00) for a rowing regatta on April 4, 2015; and One Thousand Five Hundred Dollars (\$1,500.00) for a rowing regatta on April 24-25, 2015. 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 LLCDC, which approval shall include written notification by LLCDC in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCDC, 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 LLCDC 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 LLCDC 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) LLCDC 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 17th day of December, 2014.

INDIANA UNIVERSITY:

By: _____

Name Printed: _____

Address: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____

Bob Madden
Manager

CITY OF BLOOMINGTON UTILITIES

By: _____

John Langley
Deputy Director

Addendum

Date: December 2, 2014

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 2015

The Indiana University Athletics Department would like to host three regattas on Lake Lemon this coming spring: a Home regatta vs. Dayton on March 28, a regatta with West Virginia on April 4, and our 7th Annual Dale England Cup Regatta on April 24 & 25, 2015.

The Dale England Cup would feature crews from the Columbia University of Alabama, the University of Texas 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 on March 28 and against West Virginia on April 4, 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 24&25, 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 24&25).
 - 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 23rd for team practice and course evaluation.
 - c) Cables and buoys will be removed by Friday, May 8th.
 - 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 23rd -May 8th, 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) **Note:** We are not requesting that the LLC provide the lake patrol or no wake buoys for the races on March 28 or April 4. The patrol and support from the LLC is only being requested for our event on April 24&25th.

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,

(Date)
Steve Peterson, Head Coach IU Rowing
856-4485

(Date)
Bob Madden, District Manager
334-0233



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 2015, 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 15th day of March, 2015.
 - 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 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th 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 15th 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 17th day of December, 2014.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: _____

By: _____
Name Printed: Bob Madden
Title: Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

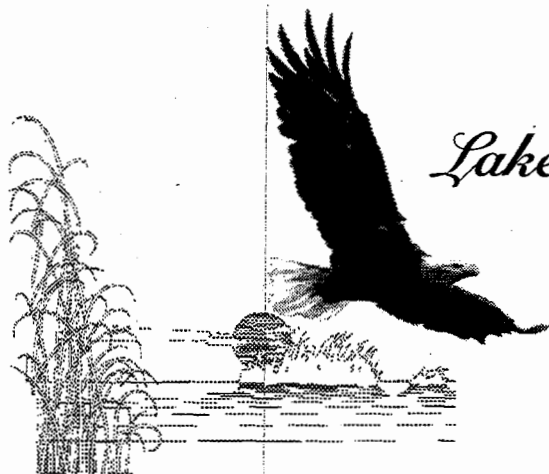
By: _____
John Langley, Assistant Director

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

SERVICE AGREEMENT **FOR SALE OF BOAT PERMITS**

THIS AGREEMENT is entered into this 17th day of December, 2014, 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 January 1st, 2015 to December 31, 2015.

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 17th day of December, 2014, 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, 2015 to December 31, 2015, 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 \$42,650.00 in 2015 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 LLCD.

6. Tax Liability. First Insurance 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 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 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 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

From: afbowers@indiana.edu
To: Llcmdadden@aol.com
Sent: 11/11/2014 6:47:29 P.M. Eastern Standard Time
Subj: RE: Survey for Lake Lemon

Hi Bob,

It was wonderful to "meet" with you yesterday by telephone. Congratulations on your upcoming retirement! Based on the information that you shared and the available funding, unfortunately I do not feel that we are able to submit a bid that would meet your needs. We hope to be able to obtain more core funding for our Center which would allow us to do projects like this in the future at a lower cost – currently we are almost completely cost-recovery and therefore must charge \$100 per hour for our senior consultant time. This adds up quickly and thus I do not believe we would be able to complete the tasks you need to the level of quality standards that we maintain for a cost figure that would meet your constraints.

Again, thank you for this opportunity to partner with you – we wish you the best!
Ashley

In a message dated 11/10/2014 9:29:06 A.M. Eastern Standard Time, afbowers@indiana.edu writes:

Hi Bob,

Thanks for your patience. We've been crazy busy! Today at 3:30 will be great. My number is 812-855-4517.

Look forward to talking with you,
Ashley

Ashley Bowers

Director | Center for Survey Research | Indiana University | www.csr.indiana.edu

Clinical Assistant Professor | School of Public and Environmental Affairs | Indiana University | www.indiana.edu/~spea/

1900 E 10th St, Eigenmann 210-S, Bloomington, IN 47406

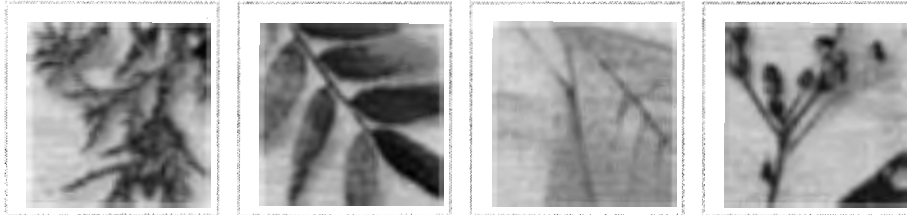
812 855-4517 (o) | afbowers@indiana.edu

CONCEPTUAL APPROACH

LAKE LEMON CONSERVANCY DISTRICT

LANDOWNER SURVEY

October 29, 2014



Eppley Institute for Parks & Public Lands
Indiana University
501 North Morton Street, Suite 101
Bloomington, IN 47404
www.eppley.org



The Eppley Institute

The Eppley Institute for Parks and Public Lands specializes in technical assistance, research, and training programs for parks, recreation, and public lands agencies. These services focus on building capacity in our partner organizations, and on organizational long range, comprehensive, and strategic planning.

Eppley is uniquely qualified to assist the Lake Lemon Conservation District in addressing the LLCD's need to determine District landowner's opinions related to resource management levels and costs. This conceptual approach document outlines a possible collaboration between the Lake Lemon Conservation District and the Eppley Institute for Parks and Public Lands.

Each of the Eppley Institute's projects are designed to meet the partner's specific needs. We not only understand, but strongly advocate for, the integral role that parks and recreation serves in communities. Our research and design services fit the needs of the Lake Lemon Conservancy District, and designing a nimble and effective survey to gather public input on the Conservancy District's options is well within our interest and expertise. The Institute's approach to data collection and public input is grounded in principles of sound social science research methodology and employs the most current technology to enhance participation and response.

Lake Lemon Conservancy District

Lake Lemon has been a part of the Bloomington and Nashville communities for over 50 years. With its unique opportunities for recreation, its dedicated residential community, and ties to area organizations such as Indiana University and the Boys and Girls Club, Lake Lemon's natural resources and recreational opportunities support an important and valuable component of the Monroe/Brown County culture. With the formation of a Conservancy District (LLCD), the landowners of Lake Lemon took steps to actively manage their valuable resource as a regional recreational asset.

Based on a conversation with the current LLCD manager, it is the Institute's understanding that management activities on the lake are inadequate to support the current recreational use and health of the lake. Intensive management activities, specifically dredging, must be employed to address the sedimentation of the lake common to dammed reservoirs in the area. The dredging activity necessary for maintaining Lake Lemon's water quality, aquatic health, and recreational experience will require increased revenue generation, either through an increased tax rate or other revenue generating sources. The property owners of the LLCD would be directly affected by changes to the current level and/or structure of revenue collection. Therefore, the LLCD and specifically the manager, would like to survey the Lake Lemon community to ascertain the level of support for these activities and funding.



The Need and Eppley's Approach

Lake Lemon Conservation District needs a scientific, reliable, and valid survey of District landowners to determine the community's commitment to enhanced funding and services at Lake Lemon. The Eppley Institute's approach uses multiple methods to meet this need.

Several options are available for gathering public input and measuring opinion across a community. The Eppley Institute utilizes a multi-step approach to research projects in order to ensure that the process and results meet the needs of our partner. This approach includes:

- Dedicated project manager for life of project
- Analysis and summary of research needs
- Applicable literature review
- Stakeholder interviews and analysis
- Construction of a methodology framework.
- Instrument development and testing
- Data collection and analysis
- Final report delivery

LLCD has expressed a need for an accelerated timeline, and has indicated an ability to provide reasonably accurate contact information for the population of interest in data collection. In addition, the LLCD has a limited budget and a population with varied levels of access to online survey instruments. These, and other factors shape Eppley's proposed options for surveying the Lake Lemon community on options for funding aquatic management practices on the lake. The proposed LLCD Landowner Survey methodology could include the following activities as determined by the Institute and the Board of the LLCD.

Phone interviews

Eppley staff would conduct brief interviews with key stakeholders, including the LLCD Board and Manager, to ascertain the most important issues pertaining to resource management, LLCD mandates, the Lake Lemon community, and the specific information needs of this project.

Fact sheet

Eppley will create a brief description of the issues involved and the options facing the LLCD in terms of managing the resource. This sheet could be posted on the LLCD website, distributed at a public meeting, and/or sent to landowners via direct mailing.

Invitation

A postcard or similar announcement of the survey and specific instructions on how to participate, either on line or by requesting a mailed copy of the questionnaire, will be created by the Eppley Institute.

Online survey instrument

Indiana University supports a state-of-the-art online survey administration software program called Qualtrics. Using this software, a dedicated URL will be created for the questionnaire to be completed by population of interest, in this case Lake Lemon property owners. As stated earlier, paper copies will be made available to those who prefer that format.

Results and recommendations report

A report containing study methodology, basic descriptive statistics, analysis of the findings, and subsequent recommendations will be provided to the LLCC Board and Manager.

Proposed timeline

The project will take approximately three to four months to complete. It is understood that the final report is desired by the end of February 2015. The specific timeline and schedule will be dependent on the timely involvement, review, and approval of project deliverables.

Probable Cost

As part of Indiana University and the Bloomington community, the Eppley Institute appreciates the impact of Lake Lemon and its community on the surrounding area. Eppley anticipates maintaining a minimum expenditure profile with this project. Therefore, in support of staff time a reimbursement of \$1,000 would be made to the Eppley Institute by the LLCD. All reproduction and mailing costs associated with the survey project will be paid by LLCD.

Concluding Remarks

The Eppley Institute is enthusiastic about the opportunity to contribute to the success of the Lake Lemon Conservancy District. The project team will make all necessary arrangements to accommodate this engagement with priority.

Further questions, requests for clarification, and/or response to this proposal should be directed to:

Stephen A. Wolter, Executive Director
Eppley Institute for Parks & Public Lands, Indiana University
812.855.7083 sawolter@indiana.edu





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

October 16, 2014

Via email: llcdmadden@aol.com

Bob Madden, LLCD Manager
Lake Lemon Conservancy District
7599 North Tunnel Road
Unionville, IN 47468

***This correspondence is attorney work product and is confidential
and protected from disclosure by the attorney-client privilege.
This correspondence is intended for the named recipient only.***

RE: Management of Public Records
Our File No.: 11820-81

Dear Bob:

We are writing to respond to LLCD's questions related to e-mail accounts for its board members, a new website, and other matters related to records management and access to public records.

We understand your specific questions to be as follows:

- 1. LLCD is considering setting up new "@lakelemon.org" e-mail address for its board members. Are e-mails sent from and to board members regarding official LLCD purposes considered public records that are accessible to the general public upon request?**

Yes. Email messages to and from LLCD's board members generally are public records, just the same as paper correspondence.

Indiana enacted the Access to Public Records Act ("APRA") in 1983 to permit the citizens of Indiana broad and easy access to public records. *See* Indiana Public Access Counselor's Handbook, July 2013, at 26. Under the APRA, "Access to public records is the rule and not the exception." *Id.* at 31. Conservancy districts like LLCD are considered to be part of the "public agencies" that are subject to the APRA. *See* Ind. Code § 5-14-3-2; *see also* Ind. Commission on Public Records, Special Districts Retention Schedule at 1 (specifically identifying Conservancy Districts) (attached hereto at Tab 3). Thus, LLCD must comply with the APRA and be prepared to disclose public records to the general public, upon request.



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The APRA defines the term “public record” very broadly. The term includes “any writing, paper, report, study, map, photograph, book, card, tape recording, or other material that is created, received, retained, maintained, or filed by or with a public agency and which is generated on paper, paper substitutes, photographic media, chemically based media, magnetic or machine readable media, electronically stored data, or any other material, regardless of form or characteristics.” *See* Ind. Code § 5-14-3-2. The definition is intentionally broad so that most records generally will be accessible by the public.

Although the definition of “public record” under the APRA is broad, there are certain exceptions to the rule. Public agencies are not required to disclose everything. For example, a public agency is not required to disclose work product from its attorney, its employees’ personnel files, intra-agency advice communicated for decision-making purposes, or any other items that are specifically excepted by statute. *See* Ind. Code § 5-14-3-4.

Additionally, in making a request to a public agency, a person must describe the records he is seeking with “reasonable particularity.” *See* Ind. Code § 5-14-3-3; *see also* *Anderson v. Huntington Cty. Bd. of Com’rs*, 983 N.E.2d 613, 617-19 (Ind. Ct. App. 2013). If a person’s initial request is not “reasonably particular,” the public agency can ask him to refine his request to be more specific. *Anderson*, 983 N.E.2d at 616-19.

Nevertheless, despite these limitations, the general rule strongly favors disclosure. Indiana’s Public Access Counselor states the general rule as follows: “[I]f a requested record (1) is a public record from a public agency; (2) is not exempt from disclosure; and (3) is identified with reasonable particularity pursuant to I.C. § 5-14-3-3(a), the public agency cannot deny access to the record.” *See* Public Access Counselor’s Handbook at 29-30. Again, “Access to public records is the rule and not the exception.” *Id.* at 31.

With those general rules in mind, we now turn to LLCD’s specific question about emails. Indiana law makes clear that emails can, in fact, qualify as public records. *See, e.g., Anderson*, 983 N.E.2d at 616-19 & n.4; *see also* Public Access Counselor’s Informal Opinion (January 11, 2006) (“Electronic mail is a public record under the APRA. . . . Therefore, just as with a letter, memo, or other ‘hard copy’ form of information, an e-mail must meet an exemption in order to be nondisclosable.”); Public Access Counselor’s Informal Opinion (January 23, 2008) (“[E]mail messages certainly can be public records, if the email was created, received, retained, maintained or filed by or with a public agency.”); Public Access Counselor’s Advisory Opinion 06-FC-70 (May 15, 2006) (“Electronic mail is a public record, and to the extent that a particular e-mail meets the definition of ‘record,’ may not be destroyed except in accordance with record retention schedules. On the other hand, some e-mail does not contain documentation of the informational, communicative or decisionmaking processes of a [public agency], and therefore may be destroyed in the ordinary course of business. IC 5-14-3-4(e). Hence, some e-mails of the [public agency’s] employees are subject to a retention schedule, and others are not.”). Thus, LLCD should assume that emails to its board and staff are public records and save them accordingly.



To further clarify, an email itself is not technically a public record. *Anderson*, 983 N.E.2d at 616. An email is simply a method for conveying information. It is the contents of the email that matter. *Id.* It is true that not all emails from or to LLCD's board members will be public records subject to disclosure to the public. Spam, for example, is not a public record. *See* Ind. Commission on Public Records, Electronic Records Policy, OCPD Policy #12-01 (attached at Tab 1). Other emails are exempt from disclosure, as discussed above. But, in general, most emails from or to LLCD's board and staff regarding LLCD business will be considered accessible public records under the law. *See Anderson*, 983 N.E.2d at 616-19; *see also* Public Access Counselor's Opinions, *supra*. Thus, LLCD should be sure to save emails concerning LLCD business in case it becomes subject to a records request from the public. This recommendation applies both to existing email accounts and to any new "@lakelemon.org" accounts for board members.

2. If some board members use a service to forward messages automatically from a new "@lakelemon.org" address to their own preferred personal account, does that change the nature of the document as a public record?

No. Under the law, *any* e-mail sent or received on a government device, through a government e-mail address, or for an official government purpose can be a public record. *See* OCPD Policy #12-01 (attached at Tab 1). That means that any e-mails sent to a board member's "@lakelemon.org" address could be a public record (regardless of whether it has been forwarded to a different address, as well). Any response to that e-mail that pertains to LLCD business (even if technically sent from the board member's personal e-mail address) could also be a public record. Even an e-mail initiated by a board member from his own personal account could be a public record if it is sent for an official LLCD purpose. Thus, as mentioned above, LLCD should retain any emails regarding official LLCD business—regardless of whether they are sent from an "@lakelemon.org" account, a board member's personal account, or forwarded in between.

On the other hand, e-mails sent or received by board members to or from their own personal accounts strictly for personal reasons (*i.e.*, non-LLCD purposes) are not, of course, public records. In other words, the mere forwarding of a single LLCD e-mail into a board member's personal account should not turn the entire account into a public record. Likewise, if an LLCD staff person or board member uses an LLCD computer to access his own personal e-mail account to send a strictly-personal e-mail, that e-mail should not be a public record, either, simply because it was sent from LLCD's machine. *See* OCPD Policy #12-01 (at Tab 1).

Given these requirements to save emails, the question might become: How can LLCD ensure that it is saving e-mails that qualify as public records if board members wish to use their own personal accounts to conduct LLCD business? The simplest and easiest answer, of course, would be to require board members to use an "@lakelemon.org" account for official business and keep their personal accounts separate. If board members are unwilling to do that, however,



then we suggest that LLCD talk to its IT person regarding the mechanics of how to handle this issue. Saving e-mails sent or received from a board member's personal account (for LLCD purposes) is more of an IT problem than a legal problem. From a legal standpoint, the answer is straightforward. Under Indiana law, e-mails sent by board members regarding official LLCD business are public records (regardless of what e-mail account is used), and they should be saved accordingly.

3. LLCD is considering removing its old website and creating a new website. Does LLCD have an obligation to save and archive the information on its old website?

Yes. Indiana's Public Access Counselor has written that "any form of electronic communication of any sort generated by a public official in the course of public business constitutes a public record." *See* Public Access Counselor's Informal Opinion 13-INF-61 (November 27, 2013). According to the Public Access Counselor, this specifically includes websites. *Id.* It also includes Facebook accounts and comments, Twitter feeds, Craigslist ads, iPhone apps, PayPal portals, etc. *Id.* Thus, LLCD should plan to save the contents of its website as a public record.

The Indiana Public Access Counselor realizes that websites change over time. Indeed, the Public Access Counselor encourages government agencies not only to use websites to provide information to the public, but also to take steps to update, maintain, and improve their sites over time. The important thing is that, if a website is changed, all information on the previous version of the site must be saved and must be obtainable by the public. The Public Access Counselor takes the following position: "the webmaster of the [government agency's] site can add and delete content at their discretion, as long as the original document is retained either on paper or by another electronic means, however designated by the [government agency]." ¹ *Id.* Thus, if LLCD decides to remove its old site, it should be sure to save a copy—either electronically or on paper.

4. How long must LLCD retain its public records?

Given our responses to your specific questions above, you might, then, ask how long LLCD must retain information from its website, its board members' e-mails, or any other official information, for that matter. But that is a question that far exceeds the scope of this letter. In short, the answer depends on the content of the record being stored, not on its form. *See, e.g.,* Public Access Counselor's Informal Opinion 13-INF-61 (November 27, 2013); Public Access Counselor's Informal Opinion (January 23, 2008). In other words, there is no set rule that says, for example, that all e-mails must be saved for five years, all old websites printouts for three years, etc. The law does not work that way. We wish it were that easy, but it is not. Instead, the

¹ The Public Access Counselor dealt with an almost identical question in its informal opinion letter of November 27, 2013, which we have attached at Tab 2 for your reference.



October 16, 2014

Page 5

law looks at the content of what is being stored. For example, job applications for applicants who are not eventually hired may be destroyed 3 years after the decision not to hire. *See* Ind. Comm. on Public Records, County/Local General Retention Schedule, at 5 (attached at Tab 3). Personnel files for employees who are hired, by contrast, should be kept for 75 years after the employee is no longer employed. *Id.* at 4. It makes no difference whether the job application or other record was sent by e-mail or printed on paper. The time that LLCD is required to save it depends on what it is, not on how it was sent.

As mentioned, the question of how long any given record should be kept far exceeds the scope of this letter. The rules are voluminous. At Tab 3 hereto, we have attached some general information prepared by the Indiana Commission on Public Records concerning records retention by local government agencies, specifically including Conservancy Districts. Additionally, you should know that the Indiana Commission on Public Records (ICPR) also apparently offers help to local government agencies that have questions about the management of their public records. The ICPR appears willing to help local government agencies create an appropriate records retention schedule, if so desired. LLCD might consider contacting the ICPR for help concerning document management, if appropriate. That might be a way for LLCD to save attorney fees on this potentially broad-ranging issue. In other words, we are willing to help, but there might be less expensive options you could explore. We have attached at Tab 4 a copy of the ICPR's Records Management division's general information and contact info.

Conclusion

Please feel free to call if you have any questions or if you wish to discuss any of these matters in more detail. Thank you.

Very truly yours,



Angela F. Parker
Gregory A. Bullman

Enclosures
385623 / 11820-0



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TAB 1

Electronic Records Policy OCPR Policy #12-01

Purpose

Information technology has transformed the way governmental entities create, use, share, and store records. Although electronic records offer many advantages, preserving them for long-term access is increasingly complex as they can be easily deleted, changed and manipulated. Maintaining trustworthy records is essential for a governmental entity to meet its legal and internal business needs, as well as its responsibilities to the public. The purpose of this policy is to ensure that governmental entities create and maintain trustworthy electronic records that demonstrate *authenticity, reliability, integrity, and useability*.

Authority

Authority for this policy is derived from Indiana Code 5-15-5.1. Where a conflict exists, this policy supersedes policies adopted or implemented by governmental entities, and specifically rescinds and replaces the Indiana Oversight Committee on Public Records Policy 05-01.

Definitions

The terms used in this policy have the meanings set forth in IC 5-15-5.1-1 and IC 5-15-6 for State and local units of government.

Terms used in this policy not defined by IC 5-15-5.1-1 or IC 5-15-6, have the meanings set forth in this section:

- “Authenticity” has the meaning set forth in ISO 15489-1:2001 7.2.2 – An authentic record is one that can be proven:
 - a) to be what it purports to be,
 - b) to have been created or sent by the person purported to have created or sent it, and
 - c) to have been created or sent at the time purported.
- “Electronic Record” has the meaning set forth in IC 26-2-8-102(9)
- “E-mail” is an electronic communication in which the sender and recipient(s) each have an e-mail address composed of four parts: a user name (xyz), the @ sign, the server address (abc) and the domain (e.g. .com; .gov). E-mail includes messages sent or received, any attachments, and all transmission and receipt data about each message.
- “Governmental Entity” means “agency” as defined by IC 5-15-5.1-1 and “local government” as defined by IC 5-15-6-1.4.
- “Integrity” has the meaning set forth in ISO 15489-1:2001 7.2.4 – The integrity of a record refers to its being complete and unaltered.
- “Reliability” has the meaning set forth in ISO 15489-1:2001 7.2.3 – A reliable record is one whose contents can be trusted as a full and accurate representation of the transactions, activities or facts to which they attest and can be depended upon in the course of subsequent transactions or activities.
- “Useability” has the meaning set forth in ISO 15489-1:2001 7.2.5 – A useable record is one that can be located, retrieved, presented and interpreted.

Scope

This Electronic Records Policy applies to electronic records of governmental entities, including, but not limited to: email, word-processing documents, spreadsheets, databases, websites, images, video, audio, multimedia, interactive documents, scanned/digitized documents, etc. It includes records created, sent or received by employees, appointees or elected officials of governmental entities, as well as contractors in the course of their interaction with governmental entities.

It is the governmental entity's responsibility to ensure electronic records are maintained under the same public access laws and approved records retention schedules as physical records. This includes e-mail conducted on government devices, or through a government e-mail address, or for an official government purpose, which should be retained in accordance with the approved records retention schedule that covers the content of the message. However, accessing a personal e-mail account via the internet on a government device does not establish the personal e-mail or the personal account as a public record if no official government business is being conducted.

Not all public records must be retained under an approved retention schedule. Those defined as "transitory non-record materials" are not subject to retention; however, these materials cannot be destroyed to avoid an existing public records request filed with the governmental entity to which the records may be responsive under Indiana's Access to Public Record Act. Transitory non-record materials are:

- personal records as defined by IC 5-15-5.1-1
- nonrecord materials as defined by IC 5-15-5.1-1
- unsolicited advertising messages and "spam" e-mail
- the recipient's copy of messages sent to a mass audience or from listservs

Employees of governmental entities should have no expectation of privacy for items considered public records.

Policy

In order to achieve and maintain *authenticity, reliability, integrity* and *useability*, governmental entities shall actively manage electronic records in line with the following principles:

- Governmental entities should develop internal guidelines and procedures to control the creation, receipt, transmission, maintenance and disposition of records; all record creators and users should be made aware of their responsibility to comply with these procedures, and receive training appropriate to their role.
- Electronic records should be associated with descriptive information, known as metadata, which provides evidence about a record's content and the circumstances in which it was created/received and used; this information should be retained until the final disposition of the records. Examples of metadata include, but are not limited to: title, date created/received/modified, creator/editor, reference number, record series, access/use restrictions, subject, relationship to other records, etc.
- Electronic records should be protected against unintentional or unauthorized access, modification, deletion or disclosure.
- Electronic records should be protected against corruption or loss due to technical failure or to disaster.
- Electronic records should be retained and disposed of in accordance with the retention schedule that covers the records' informational content, as approved by the Indiana Oversight Committee on Public Records. If an approved record series cannot be identified for a given type of record, the Commission on Public Records will work with the governmental entity to develop one and add it to the appropriate retention schedule.
- Electronic records should remain accessible and readable for the duration of their retention period, in compliance with State Board of Accounts audits and legal holds.

Responsibilities of Governmental Entities

All employees should be made aware of their responsibilities and receive training appropriate for their role and work duties in the use and management of electronic records. It is the responsibility of each Indiana governmental entity to be aware of and protect confidential and sensitive information in electronic communications.

For governmental entities utilizing the services of the Indiana Office of Technology (IOT) or other third parties as its technical service provider, it remains the responsibility of the governmental entity to manage their records and comply with applicable laws, policies, and retention schedules.

Governmental entities may consult the Indiana Commission on Public Records for guidance about the development of new or revised electronic record management systems or procedures.

Compliance

The State Board of Accounts and the Indiana Commission on Public Records may review governmental entities for compliance with this policy.

Adopted by the Indiana Oversight Committee on Public Records on September 19, 2012.

TAB 2



STATE OF INDIANA

MICHAEL PENCE, Governor

PUBLIC ACCESS COUNSELOR
LUKE H. BRITT

Indiana Government Center South
402 West Washington Street, Room W470
Indianapolis, Indiana 46204-2745
Telephone: (317)233-9435
Fax: (317)233-3091
1-800-228-6013
www.IN.gov/pac

November 27, 2013

Mr. Alex Kalla
Healthy Dubois County, Inc.
PO Box 222
Jasper, IN 47547

Re: Informal Inquiry 13-INF-61; Electronic Records

Dear Mr. Kalla:

This is in response to your informal inquiry regarding Electronic Records of the City of Jasper ("City"). Pursuant to Ind. Code § 5-14-4-10(5), I issue the following informal opinion in response to your inquiry. My opinion is based on applicable provisions of the Access to Public Records Act ("APRA"), Ind. Code § 5-14-3-1 *et seq.*

BACKGROUND

You inquiry requests an Opinion on the following topics:

1. Is a computer and/or its hard drive and/or data storage medium, containing data, which consists of public records stored on that computer, etc., stored thereon as a result of City officials acting in the course of their office duties, in its physical self a public record;
2. Is a web page, created by a City or its agent, posted and accessible to the public online, itself a public record;
3. Did the City of Jasper, IN, violate the Access to Public Records Act when it destroyed the computer used by its ex-mayor Schmitt;
4. Did the City of Jasper, IN, violate the Access to Public Records Act when it destroyed, apparently, numerous [amounts of content] of its formerly extant web pages?

The City of Jasper addressed these concerns in a letter to this Office on November 23, 2013. Portions of that letter will be referenced herein.

ANALYSIS

The public policy of the APRA states that “(p)roviding persons with information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty it is to provide the information.” *See* Ind. Code § 5-14-3-1. The City of Jasper is a public agency for the purposes of the APRA. *See* Ind. Code § 5-14-3-2. Accordingly, any person has the right to inspect and copy the City’s public records during regular business hours unless the records are excepted from disclosure as confidential or otherwise non-disclosable under the APRA. *See* Ind. Code § 5-14-3-3(a).

1. Is a computer and/or its hard drive and/or data storage medium, containing data, which consists of public records stored on that computer, etc., stored thereon as a result of City officials acting in the course of their office duties, in its physical self a public record?

And,

3. Did the City of Jasper, IN, violate the Access to Public Records Act when it destroyed the computer used by its ex-mayor Schmitt?

The City is correct in citing Ind. Code § 5-14-3-2(o) as defining public records as any writing, paper, report, study, map, photograph, book, card, tape recording, or other material that is created, received, retained, maintained, or filed by or with a public agency and which is generated on paper, paper substitutes, photographic media, chemically based media, magnetic or machine readable media, electronically stored data, or any other material, regardless of form or characteristics. Clearly, the information stored on the hard drive of the computer in question is unequivocally public record and is subject to the retention schedule set forth by the Indiana Commission on Public Records. http://www.in.gov/icpr/files/county_general.pdf

Your question raises the concern of whether the computer or hard drive itself constitutes a public record. Computer towers, monitors, laptops and hard drive discs are metal and plastic which constitute the means by which data is recorded. The legislature surely did not intend pieces of hardware to be public record. It is true public records can often be found on unusual and unorthodox material (I recall the Indiana Department of Health once received comments on a sewer project from concerned citizens on rolls of toilet paper they maintained in storage as public record). But I find it doubtful a Jasper city official actually wrote on the computer tower or hard disk itself.

It is the *data* that is important. Every piece of information contained on that hard drive must be kept as public record unless it falls under an exception (See Ind. Code § 5-15-5.1-1 - non-record materials). A public agency must establish necessary safeguards against the removal, alteration, or loss of records; safeguards shall include notification to all officials and employees of the agency that records in the custody of the agency may not be alienated or destroyed. Ind. Code § 5-15-5.1-10(6).

The computer hardware is a City *asset* akin to a filing cabinet or a bookshelf or a folder. The destruction of assets is at the discretion of the public agency. You mention the computer was run over by a bulldozer by a city works department. It can be disposed of, repurposed, or recycled or as long as the data associated with it is retained.

It should be noted, however, that I have been advised by the Indiana Commission of Public Records (“ICPR”) that electronic transfer of data sometimes loses the “metadata” associated with the original records. Metadata, as I understand it, are tiny pieces of information which indicate when a record was originated, altered or sent. The City has advised it used a third-party vendor to transfer the data. That vendor has stated the transfer program is not “metadata aware”, however, that does not necessarily mean the metadata was lost.

You speculate the transfer of electronic transfer is susceptible to data loss. I concede this is a potential issue. Consider the ICPR Electronic Records Policy #12-01:

Information technology has transformed the way governmental entities create, use, share, and store records. Although electronic records offer many advantages, preserving them for long-term access is increasingly complex as they can be easily deleted, changed and manipulated. Maintaining trustworthy records is essential for a governmental entity to meet its legal and internal business needs, as well as its responsibilities to the public. The purpose of this policy is to ensure that governmental entities create and maintain trustworthy electronic records that demonstrate *authenticity, reliability, integrity, and usability*.

But transfer alone is not indicative of poor retention policies. An agency could just as easily lose or destroy paper copies. The authenticity, reliability, integrity and usability of the data are the important concepts to keep in mind.

The City has indicated they have provided all records responsive to a previous request. It is my sincere hope all of the information provided to you was accurate and free from alteration. I cannot reasonably find any violation of the APRA.

The second concern raised in your inquiry regards the City’s website:

2. Is a web page, created by a City or its agent, posted and accessible to the public online, itself a public record;
4. Did the City of Jasper, IN, violate the Access to Public Records Act when it destroyed, apparently, numerous [amounts of content] of its formerly extant web pages?

I have held previously any form of electronic communication of any sort generated by a public official in the course of public business constitutes a public record. This would include, but not limited to, a website, Facebook account and comments, Twitter feed,

Craigslist ad, iPhone app, or PayPal portal (all actual examples of online mediums used by Indiana public agencies).

Cities are not required to have websites. It is certainly encouraged as a means to provide information and keep the public apprised of the goings-on of their government officials. The City has provided a limited history of the genesis of the website. As technology has evolved, so has every public agency's ability to keep up with it. Websites, host servers, bandwidth and web developers are all costly and sometimes unruly to maintain. The City has revamped its website to make it more user-friendly and accessible. I have browsed it – it is indeed well-maintained.

But it is unreasonable to expect every link, graphic, font, button or index remain identical in perpetuity. The City argues that every bit of information on the previous website has been maintained in an accessible and appropriate manner fully obtainable by any member of the public. This is the important consideration and why a violation does not exist. The webmaster of the site can add and delete content at their discretion, as long as the original document is retained either on paper or by another electronic means, however designated by the City.

Please do not hesitate to contact me with any further questions.

Best regards,

A handwritten signature in black ink, appearing to read 'LH Britt', with a stylized flourish at the end.

Luke H. Britt
Public Access Counselor

cc: Ms. Renee J. Kabrick

TAB 3



Special Districts Retention Schedule (SD)
Indiana Commission on Public Records – County Records Management

DATE APPROVED BY THE OVERSIGHT COMMITTEE ON PUBLIC RECORDS: August 20, 2014	DIRECTOR/STATE ARCHIVIST, INDIANA COMMISSION ON PUBLIC RECORDS SIGNATURE
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Instructions:

1. Records listed on this schedule may be destroyed upon completion of a Notice of Destruction, State Form 44905 and distribution of copies of the form to the Clerk of the Circuit Court of the County and to the INDIANA COMMISSION ON PUBLIC RECORDS, 402 West Washington Street W472, Indianapolis, IN 46204.
2. **Officials should first reference this office-specific retention schedule.** If the form/record series you're looking for is not listed, refer to the County/Local General Retention Schedule (GEN)
3. All records **not listed** on these approved schedules can be destroyed or transferred only by completing a Request for Permission to Destroy or Transfer Certain Public Records (PR-1), State Form 30505, and by obtaining approval of the COUNTY COMMISSION OF PUBLIC RECORDS and the INDIANA COMMISSION ON PUBLIC RECORDS.
4. Destruction of all records must be delayed pursuant to an applicable legal hold.

GUIDELINES:

Permanent records may be maintained either in the original format or on microfilm that meets standards outlined in 60 IAC 2 or Administrative Rule 6 (Court Records).

Microfilmed records may be deposited or transferred according to the retention period outlined for that record.

Security/original rolls of microfilm must be stored offsite in a secure location. Duplicate rolls may be used in office.

Electronic records and computer printouts that include data from more than one (1) form must be retained for the longest retention period for all included forms.

Any STATE BOARD OF ACCOUNTS forms approved for use in lieu of prescribed forms are subject to the same retention requirements.

The **Special Districts General Retention Schedule** has been prepared in accordance with the STATE BOARD OF ACCOUNTS *Accounting and Uniform Compliance Guidelines Manual for Special Districts* for use by the following entities:

1. Conservancy Districts
2. Regional Water, Sewage And Solid Waste Districts
3. Solid Waste Management Districts
4. Fire Protection Districts
5. Airport Authorities
6. Public Transportation Corporations
7. Regional Planning Commissions
8. Other Special Districts, Such As Port Authorities, Flood Control Districts, Building Authorities, Fire Protection Territories, Water Authorities or any other district required to follow state statutes and audited by the State Board of Accounts.

Adopted August 20, 2014 by the Oversight Committee on Public Records

Special Districts Retention Schedule (SD)

RECORD SERIES	TITLE/DESCRIPTION	RETENTION PERIOD
BOOKS, LEDGERS, REGISTERS AND JOURNALS		
SD 10-1	BOND REGISTER Form 53	DESTROY six (6) calendar years after completion of project and after receipt of STATE BOARD OF ACCOUNTS Audit Report.
SD 10-2	Form 358 – Ledger of Receipts, Disbursements and Balances Form 359 – Ledger of Appropriations, Encumbrances, Disbursements and Balances	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
UTILITY FORMS		
SD 10-3	Form 302 – Water Utility Voucher Register (short form) – Class A and B Form 303 – Water Utility Voucher Register (long form) – Class A and B Form 304 – Water Utility Journal (Class C) Form 309 – Wastewater Utility Journal	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
SD 10-4	Form 313A – Water and Sewage Utility Register of Cash Receipts-Consumers Form 313C – Water and Sewage Utility Combined Register of Daily Cash Receipts-Consumers	DESTROY after four (4) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
SD 10-5	Form 314 – Guarantee Deposit Register Form 319 – Water Utility Simplified Cash Journal (Class C) Form 321 – Consumer's Ledger – Water Utility Form 322 – Consumer's Ledger – Municipal Water and Sewage Utility Combined) Form 323 – Simplified Cash Journal – Municipal Sewage Utility Form 324 – Consumer's Ledger – Municipal Sewage Utility Form 330 – Revenue Register – Water and Wastewater (Class A and B) Form 331 – Expense Register – Water and Wastewater (Class A and B)	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
ASSET INVENTORY		
SD 10-6	Form 315A – Inventory Sheet	DESTROY after four (4) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
SD 10-7	Form 369 – General Fixed Asset Account Group	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
SD 10-8	Form 100R – Certified Report of Names, Addresses, Duties and Compensation of Employees	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.

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Special Districts Retention Schedule (SD)

SD 10-9	SCIENTIFIC OR ENGINEERING RECORDS/ LABORATORY BENCH SHEETS AND OPERATION DATA Daily and monthly records.	DESTROY three (3) calendar years after information has been transferred to data summary sheet or final report.
SD 10-10	SCIENTIFIC OR ENGINEERING RECORDS/DATA SUMMARY SHEET/FINAL REPORT Annual summary records.	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
SD 10-11	SCIENTIFIC OR ENGINEERING RECORDS/LAND AND OPERATION DATA Daily and monthly reports.	DESTROY three (3) calendar years after information has been transferred to final report.
SD 10-12	SCIENTIFIC OR ENGINEERING RECORDS/ LAND AND OPERATION FINAL REPORTS Annual summary reports.	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.

Adopted August 20, 2014 by the Oversight Committee on Public Records



County/Local General Retention Schedule (GEN)

Indiana Commission on Public Records – County Records Management

DATE APPROVED BY THE OVERSIGHT COMMITTEE ON PUBLIC RECORDS: September 17, 2014	DIRECTOR/STATE ARCHIVIST, INDIANA COMMISSION ON PUBLIC RECORDS SIGNATURE
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Instructions:

1. Records listed on this schedule may be destroyed upon completion of a *Notice of Destruction, State Form 44905* and distribution of copies of the form to the Clerk of the Circuit Court of the County and to the INDIANA COMMISSION ON PUBLIC RECORDS, 402 West Washington Street W472, Indianapolis, IN 46204.
2. **Officials should first reference their office-specific retention schedule.** If the form/record series you're looking for is not listed, refer to this County/Local General Retention Schedule (GEN)
3. All records **not listed** on these approved schedules can be destroyed or transferred only by completing a *Request for Permission to Destroy or Transfer Certain Public Records (PR-1), State Form 30505*, and by obtaining approval of the COUNTY COMMISSION OF PUBLIC RECORDS and the INDIANA COMMISSION ON PUBLIC RECORDS.
4. Destruction of all records must be delayed pursuant to an applicable legal hold.

GUIDELINES:

Permanent records may be maintained either in the original format or on microfilm that meets standards outlined in 60 IAC 2 or Administrative Rule 6 (Court Records).

Microfilmed records may be deposited or transferred according to the retention period outlined for that record.

Security/original rolls of microfilm must be stored offsite in a secure location. Duplicate rolls may be used in office.

Electronic records and computer printouts that include data from more than one (1) form must be retained for the longest retention period for all included forms.

Any STATE BOARD OF ACCOUNTS forms approved for use in lieu of prescribed forms are subject to the same retention requirements.

Adopted September 17, 2014 by the Oversight Committee on Public Records

County/Local General Retention Schedule (GEN)

RECORD SERIES	TITLE/DESCRIPTION	RETENTION PERIOD
ADMINISTRATIVE		
GEN 10-1	<p>MINUTES</p> <p>Official minutes of any county/local agency, board, commission, or of any division. THIS IS A CRITICAL RECORD.</p> <p>[IC 5-15-6-2.5]; [IC 5-15-5.1-12]</p>	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
GEN 10-2	<p>COUNTY/LOCAL AGENCY, BOARD OR COMMISSION MEETING RECORDINGS</p> <p>For offices, boards or commissions that record their meetings and used the recordings to complete the minutes of the meetings.</p>	ERASE or DESTROY after official minutes derived from them are approved.
GEN 10-3	<p>POLICY FILES – OFFICE HOLDERS, DEPUTIES, AND DIVISION DIRECTORS.</p> <p>These office files document substantive actions of the county or local government unit and constitute the official record of the unit's performance of its functions and the formation of policy and program initiatives. This series may include various types of records such as correspondence, memos, and reports concerning policy and procedures, organization, program development and reviews. THIS IS A CRITICAL RECORD. Disclosure of these records may be affected by the discretion of a public agency, IC 5-14-3-4(b) (6).</p> <p>[IC 5-15-6-2.5]; [IC 5-15-5.1-12]</p>	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
GEN 10-4	<p>GENERAL FILES</p> <p>Office records that are not related to policy implementation. This series includes correspondence, memos, and routine staff files.</p>	DESTROY after three (3) calendar years.
GEN 10-5	<p>LEGAL FILES</p> <p>(Also called Litigation Files) All records pertaining to litigation with the county/local government and all supporting documentation. This includes the Notice of Tort Claim for Property Damage and/or Personal Injury, SF 54668, if a claim is brought against the political subdivision. (See GEN 14-1 if no claim is brought.) Disclosure of these records may be affected by IC 5-14-3-4(a) (1), (3), and (8), and also by the discretion of a public agency, IC 5-14-3-4(b) (6). Retention consistent with IC 34-11-2-6, IC 35-41-4-2(a), and IC 34-11-2-4</p>	RETAIN in office five (5) calendar years after adjudication of litigation. Evaluate and transfer to County Archives, or INDIANA COMMISSION ON PUBLIC RECORDS, STATE ARCHIVES DIVISION, only those files that have been determined to have historical or legal significance.
GEN 10-6	<p>ORDINANCES AND RESOLUTIONS</p> <p>Includes records created by a county/local agency related to the legislature's review of proposed laws or adoption of administrative rule(s). Disclosure of these records may be affected by the discretion of a public agency, IC 5-14-3-4(b)(6).</p>	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
GEN 10-7	<p>BUILDING PERMITS</p> <p>[IC 36-7-4-1109]</p>	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-8	DISASTER RECOVERY AND CONTINUITY PLANS	TRANSFER one copy of each plan to the

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County/Local General Retention Schedule (GEN)

	<p>The copy of all Disaster Recovery/Continuity Plans, including those for electronic systems, as well as supporting documentation used in the development of the plans.</p> <p>Disclosure of these records may be affected by the discretion of a public agency, IC 5-14-3-4(b)(19).</p>	<p>COMMISSION ON PUBLIC RECORDS, STATE ARCHIVES DIVISION, for permanent archival retention, upon its approval by the county/local agency. DESTROY remaining copies when outdated or replaced.</p> <p>DESTROY supporting documentation three (3) years after current plan is outdated or replaced.</p>
GEN 10-9	<p>NOTICES & CERTIFICATES</p> <p>Excludes Form 100R – Certified Report of Names, Addresses, Duties and Compensation of Employees [PERMANENT]</p>	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 14-1	<p>NOTICE OF TORT CLAIM FOR PROPERTY DAMAGE AND/OR PERSONAL INJURY, SF 54668</p> <p>This form is included in GEN 10-5, Legal Files, if a claim is brought against the political subdivision.</p> <p>Retention based on IC 34-11-2-4</p>	DESTROY after three (3) calendar years if a claim is not brought against the political subdivision within the statute of limitations.
ACCOUNTING & FINANCE		
GEN 10-10	<p>RECEIPTS/QUIETUS/RECEIPT REGISTER/QUIETUS REGISTER</p> <p>Retention based on IC 34-11-2-6</p>	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-11	<p>VOUCHERS/CLAIMS & PURCHASE ORDERS</p> <p>Includes all claims and requisitions submitted by all county offices and departments, including all supporting documentation.</p> <p>Retention based on IC 34-11-1-2</p>	DESTROY after ten (10) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-12	<p>POOR RELIEF VOUCHERS/CLAIMS</p> <p>Retention based on IC 34-11-1-2</p>	DESTROY after ten (10) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-13	<p>REGISTER OF POOR RELIEF CLAIMS</p>	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-14	<p>CANCELLED CHECKS/WARRANTS</p> <p>Retention based on IC 34-11-1-2</p>	<p>DESTROY after ten (10) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.</p> <p>-OR-</p> <p>DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges if GEN 10-19, Bank Statements, includes scanned copies of checks and bank retains physical check copies for ten (10) or more calendar years.</p>
GEN 10-15	<p>CHECK REGISTER/WARRANT REGISTER</p> <p>Retention based on IC 34-11-1-2</p>	DESTROY after ten (10) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-16	<p>PAYROLL RECORDS</p> <p>Applies to Forms 99A, 99B and 99C</p>	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA

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County/Local General Retention Schedule (GEN)

		COMMISSION ON PUBLIC RECORDS.
GEN 10-17	TIME CARDS Includes Weekly Earning Record, work period. Retention based on IC 34-11-2-1	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-18	BANK RECONCILIATION RECORDS AND REPORTS	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-19	BANK STATEMENTS, DEPOSIT TICKETS, RECORD OF DEPOSITORY BALANCES	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges
GEN 10-20	FEE BOOK	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-21	ACCOUNTS PAYABLE JOURNAL	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-22	ACCOUNTS PAYABLE VOUCHER REGISTER	DESTROY after three (3) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-23	TRANSMITTALS Retention based on IC 34-11-2-6	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-24	INVESTMENTS/INSURANCE REGISTER Form 350 – Register of Investments Form 351 – Register of Insurance	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
GEN 10-25	BONDS, BIDS, CONTRACTS AND LEASES All contracts with vendors or other units of government to provide goods or services. Files also include working papers and similar attachments used by the agency in this process. This record series also applies to an administrative entity receiving revenue through a contract or lease. Retention based on IC 34-13-1-1	DESTROY ten (10) years after expiration of the contract and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-26	AS-SUBMITTED BUDGETS Includes new programs requested, justifications, breakdown of money requested, estimates, reports, and taxpayer notice	DESTROY after five (5) calendar years.
GEN 12-1	PAPER CHECKS & REMOTE-CAPTURE CHECKS Checks deposited with a bank by a governmental entity through the regular deposit process or the digital remote-capture process. Disclosure of these records may be affected by IC 5-14-3-4(a)(5) and IC 5-14-3-4(a)(12) Retention based on IC 34-11-2-6	DESTROY paper upon receipt of deposit report from bank acknowledging the bank's acceptance. RETAIN digital image locally or through bank-provided access for six (6) years and until receipt of STATE BOARD OF ACCOUNTS audit report and satisfaction of unsettled charges.
PERSONNEL		
GEN 10-27	PERSONNEL FILES Personnel records containing documentation of the employee's working career and application for employment with the	DESTROY 75 years after employee is no longer employed by the county/local government unit.

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County/Local General Retention Schedule (GEN)

	<p>county/local government unit. Employment application shall include examination records.</p> <p>Personnel files shall be created and maintained for full-time, part-time, and temporary employees, as well as paid and unpaid interns.</p> <p>Disclosure of these records may be affected by the discretion of a public agency, IC 5-14-3-4(b)(2)(3)(4) and (6), and IC 5-14-3-4(b)(8).</p>	
GEN 10-28	<p>EMPLOYEE MEDICAL RECORDS</p> <p>Typical record series could include Employer's Report of Injury, Report of Attending Physician, other medical information used to document work-related illnesses or injuries, and drug test results. Pursuant to United States Equal Opportunity Commission rules, this information "...shall be collected and maintained...in separate medical files..."</p> <p>Disclosure of these records may be affected by IC 5-14-3-4(a)(9) and the discretion of a public agency per IC 5-14-3-4(b)(8) and 29 CFR 1630.14(b)(1).</p>	DESTROY seven (7) years after the employee leaves county/local government.
GEN 10-29	<p>INMATE MEDICAL RECORDS</p> <p>Disclosure of these records may be affected by IC 5-14-3-4(a)(9) and the discretion of a public agency per IC 5-14-3-4(b)(8) and 29 CFR 1630.14(b)(1).</p>	DESTROY seven (7) years after the inmate is released from the jail facility.
GEN 10-30	<p>FAMILY AND MEDICAL LEAVE ACT OF 1993 RECORDS</p> <p>Records may contain applications for Family and Medical Leave (State Form 48370 or its equivalent), and any information related to use the Family and Medical Leave Act (FMLA).</p> <p>Disclosure of these records may be affected by 29 CFR 825.500(g). Retention based on 29 CFR 825.400(b).</p>	DESTROY records after three (3) calendar years if no other Record Series with a longer retention period applies to them. If records are part of another Record Series with a longer retention, follow the retention instruction for that Record Series.
GEN 10-31	<p>EMPLOYMENT APPLICATIONS-NOT HIRED</p> <p>Series includes applications from persons seeking employment who are not hired. Series also contains vacancy notices, job information bulletins, unsolicited resumes, rejection correspondence, examination material, drug test results, and other related materials.</p> <p>Disclosure of these records may be affected by the discretion of a public agency per IC 5-14-3-4 (b)(8)(b). Retention based on IC 4-15-2-15 (b)(4).</p>	DESTROY three (3) calendar years after the decision not to hire.
GEN 10-32	<p>EMPLOYEE HAZARDOUS EXPOSURE RECORDS</p> <p>Typical records could include employee exposure records and/or analyses using exposure or medical records. Disclosure of these records may be affected by IC 5-14-3-4(a) (9).</p>	DESTROY Thirty-five (35) calendar years after employee termination.
GEN 10-33	<p>LOG OF WORK-RELATED INJURIES AND ILLNESSES, OSHA FORM 300 (REVISED 01/2004)</p> <p>In accordance with 29 CFR 1904.0, et seq., every private and public employer with more than ten (10) employees must confidentially record every work-related death and work-related injury and illness meeting specific recording criteria in this federal rule. Electronic (computer) maintenance and retention is permitted. Any medical information attached or included with the OSHA form</p>	DESTROY five (5) years after the end of the calendar year that the records cover.

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County/Local General Retention Schedule (GEN)

	<p>and record is also confidential and must be retained with the OSHA form and record for the same time period. Disclosure of these records may be affected by 29 CFR 1904.29 and IC 5-14-3-4 (a) (3). Retention based on 29 CFR 1904.33.</p> <p>SUMMARY OF WORK-RELATED INJURIES AND ILLNESSES, OSHA FORM 300A (REVISED 01/2004)</p> <p>All establishments covered by 29 CFR 1904 must complete this summary page. Retention based on 29 CFR 1904.33.</p> <p>INJURY AND ILLNESS INCIDENT REPORT, OSHA FORM 301</p> <p>This Injury and Illness Incident Report is completed when a recordable work-related injury or illness has occurred. Electronic, computer, maintenance and retention is permitted. Any medical information attached or included with the OSHA form and records is also confidential and is to be retained with the OSHA form and record for the same time period.</p> <p>Disclosure of these records may be affected by 29 CFR 1904.29 and IC 5-14-3-4(a)(3). Retention based on 29 CFR 1904.33.</p>	
PUBLICATIONS & REPORTS		
GEN 10-34	<p>OVERSIGHT COMMITTEE ON PUBLIC RECORDS APPROVED RECORDS RETENTION AND DISPOSITION SCHEDULES</p> <p>Contains a description of all records maintained by a county/local office, and specifies when and how they may dispose of their records.</p>	DESTROY after replaced by revised schedule.
GEN 10-35	<p>STATUTE AND ADMINISTRATIVE RULE RECORDS</p> <p>Documents created by a county/local government entity related to the State Legislature's review of proposed laws, amendments to existing statutes, or adoption of administrative rules.</p>	DESTROY two (2) calendar years after amendments, adoptions, or proposal of final administrative rule was published in the Indiana Register.
GEN 10-36	<p>MATERIAL SAFETY DATA SHEETS (MSDS)</p> <p>These reports and data sheets are supplied by the manufacturer of hazardous chemicals and submitted to businesses and other organizations receiving and using the substances. One (1) report or MSDS is submitted for each chemical in accordance with federal OSHA requirements. General information, ingredients, physical data, fire and explosion hazard data and other precautions are listed to inform and protect individuals who use or are exposed to these substances and chemicals.</p> <p>Disclosure of these records may be affected by 29 CFR 1910.1020(f)(1) and (f)(2), and IC 5-14-3-4(a)(4). Retention based on 29 CFR 1910.1020(d)(1)(ii)(B).</p>	DESTROY thirty (30) years after the year of conclusion of the worker's employment.
GEN 10-37	STATE BOARD OF ACCOUNTS AUDIT REPORTS	PERMANENT. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
GEN 10-38	<p>REPORTS</p> <p>Excludes Form 100R – Certified Report of Names, Addresses, Duties and Compensation of Employees [PERMANENT]</p>	DESTROY after six (6) calendar years and after receipt of STATE BOARD OF ACCOUNTS Audit Report and satisfaction of unsettled charges.
GEN 10-39	PERF QUARTERLY REPORT	PERMANENT. MICROFILM according to 60 IAC 2

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County/Local General Retention Schedule (GEN)

		STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.
AUDIO, VIDEO & GENERAL MEDIA		
GEN 10-40	<p>MICROFILM DOCUMENTATION FILE</p> <p>A written documentation list created and maintained for the microfilm based on the approved retention schedule (60 IAC 2-2-3). See 60 IAC 2 for required contents of the file.</p>	PERMANENT. Transfer copy to the Indiana Commission on Public Records, State Archives Division.
GEN 10-41	<p>PHOTOGRAPHS, VIDEO RECORDINGS, FILMS</p> <p>Typically consists of photographs of special events and activities of the office, general circulation or special purpose periodicals, intra-office news, or other still photographs.</p>	TRANSFER to the INDIANA COMMISSION ON PUBLIC RECORDS, STATE ARCHIVES DIVISION, for evaluation, sampling, or weeding pursuant to archival principles one (1) calendar year after the date of the event or activity.
GEN 10-43	<p>ROUTINE SURVEILLANCE RECORDINGS</p> <p>Disclosure of these records may be affected by IC 5-14-3-4(a)(1-3) and the discretion of a public agency per IC 5-14-3-4(b)(1) & (6). This record series and retention period does not apply to the criminal history records of the Indiana State Police, pursuant to IC 5-15-5.1-5 (a) (4).</p> <p>Retention based on IC 34-11-1-2</p>	DESTROY after 30 days if no improper or illegal activity is captured on recording. If improper or illegal activity is captured on recording, RETAIN for the longer of the following: 1) Duration of criminal proceedings and appeals; or 2) Ten (10) years.
GEN 10-46	<p>PROTECTED CRITICAL INFRASTRUCTURE INFORMATION</p> <p>Information received by the County and/or local Emergency Management Agency and/or partner agencies including public safety, health, fire and emergency medical services, from the Indiana Department of Homeland Security and/or the US Department of Homeland Security pursuant to 6 USC 131-135 and 6 CFR 29 regarding the security of critical infrastructure and protected systems, analysis, warning, interdependency study, recovery, reconstitution, and related purposes. Records include correspondence, reports, assessments, strategies, grant applications, drawings, specifications, plans, and risk planning documents in paper or electronic form. Disclosure of these records is affected by 6 USC 133(a)(1)(A)-(E) and 6 CFR 29.8. Retention period is based on high security-level of information and its duplicate existence at the Federal level.</p>	DESTROY when outdated or replaced by subsequent records received from the Indiana Department of Homeland Security and/or the US Department of Homeland Security.
GEN 10-47	<p>CRITICAL INFRASTRUCTURE INFORMATION</p> <p>Homeland security and counterterrorism records which may be intra-agency or interagency advisory or deliberative material (including material developed by a private contractor under a contract with a public agency). These may be expressions of opinion or of a speculative nature, and include: 1) administrative or technical information that would jeopardize a record keeping or security system, 2) computer programs, codes, filing systems, and other software, 3) portions of electronic maps entrusted to a public agency by a utility, and 4) school safety and security measures, plans, and systems, including emergency preparedness plans developed under 511 IAC 6.1-2-2.5. Records may include correspondence, reports, assessments, strategies, grant applications, drawings, specifications, plans, and risk planning documents in paper or electronic form, as further described in IC 5-14-3-4(b)(6), (10), (11), (18) and 19. Disclosure of these records</p>	DESTROY when outdated or replaced.

Adopted September 17, 2014 by the Oversight Committee on Public Records

County/Local General Retention Schedule (GEN)

	may be affected by the previously listed statutes. Retention is based on a reasonable likelihood of threatening public safety by exposing a vulnerability to terrorist attack should records be improperly disclosed.	
Obsolete Records		
GEN 10-44	<p>PERMANENT OBSOLETE RECORDS</p> <p>Chattel Mortgage Record [to 30 June 1935] Index to Chattel Mortgage Record [to 30 June 1935] Sire Lien Record [1889-1984] Stock Mark Record Apprentice Indenture Record County Newspapers [1 RS 1852, ch. 75; repealed Acts 1980, ch. 211, sec. 5] PR-6 (Township Trustee ONLY) – Register of Poor Relief Claims Twp. PR-7 – Poor Relief Statistical Report Twp. Form 369 – General Fixed Asset Account Group SD Form 309A/B – Cash Journal, Municipal Sewage Utility (short & long forms) SD Form 329A/B – Sewage Utility Voucher Register (short & long forms)</p>	<p>PERMANENT. DO NOT LAMINATE. MICROFILM according to 60 IAC 2 STANDARDS. Original may be retained in office, transferred to the County Archives or destroyed upon receipt of written approval from the INDIANA COMMISSION ON PUBLIC RECORDS.</p>
GEN 10-45	<p>NON-PERMANENT OBSOLETE RECORDS</p> <p>Chattel Mortgage Minute Book [1 July 1935 – 30 June 1964] Index to Chattel Mortgage Receipts [1 July 1935 – 30 June 1964] Chattel Mortgage Receipts [1 July 1935 – 30 June 1964] Entry Book of Old-Age Pensions [1936-1945] Inheritance Tax Record [1913-1931] Fee Docket Premarital Examination Certificate [Confidential and NOT open to public inspection] Hunting and Fishing Report Twp. PR-1 – Application for Township Assistance Twp. PR-1A – Notice of Poor Relief Action Twp. PR-1B – Application for Additional or Continuing Township Assistance Twp. PR-2 – Purchase Order for Medical Relief Twp. PR-3 – General Purchase Order for Poor Relief Twp. PR-4 – Report of Medical Aid Rendered Twp. PR-7M – Mileage Claim for Poor Relief Investigation Twp. Form 7 – Estimate of Poor Relief Requirements Twp. PR-8 – Quarterly Poor Relief Report of Actual and Estimated Receipts</p>	<p>DESTROY.</p>

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GUIDE TO PRESERVATION AND DESTRUCTION OF LOCAL GOVERNMENT PUBLIC RECORDS

This guide was prepared by the staff of the Indiana State Archives. Its purpose is to help officials at the local and county level of government in their records management duties.

I. INTRODUCTION

On May 12, 1991, Indiana Governor Evan Bayh signed into law the revised Local Government Records Law, **IC 5-15-6**. The revised law amends portions of the existing statute to allow local governments greater ease in handling their public records. The law allows local governments to dispose of public records by employing what are known as retention schedules. Retention schedules are tools used to determine what records need to be kept, and what records can be destroyed or otherwise disposed of after their immediate official usefulness has been exhausted. The use of retention schedules will greatly enhance the local government official's ability to manage his or her important information resources to save money, space, and time.

The revised law lays down specific duties and responsibilities for the participants in the local government records disposal process. The participants are:

- a) the local government official who is the records custodian;
- b) the Commission of Public Records of the county in which the local government official is located;
- c) the Indiana State Archives, Indiana Commission on Public Records; and
- d) a county historical or genealogical society.

Each participant has a specific role to play in the process to be presented in this guide.

The original version of today's **IC 5-15-6** was enacted by the General Assembly in 1939. The law grew out of the need, then as now, to get a handle on the overwhelming growth of records and government documentation. Certain features of the law (such as the three year minimum retention for all records) reflected the need to have time for state auditors to examine the books of local government officials. It was also important to ensure that the records were not altered or destroyed unless authority to destroy the records was granted. Many of these concerns are still cogent today. However, today's public records include electronic and micrographic media, as well as paper and paper-based materials. The law was changed in 1991 to reflect this and several other developments.

This guide will outline the specific duties and responsibilities that all who handle, manage, or deal with local government public records must fulfill under the law. The guide will present recommendations on how best to meet those tasks and responsibilities. It will also give the local government official tips or suggestions on ways to preserve, store, and reproduce their public records.

II. IC 5-15-6: THE LOCAL GOVERNMENT PUBLIC RECORDS LAW

Sec. 1. (a) A commission is hereby created in each county of the state which shall be known as the county commission of public records of ____ county.

(b) The county commission shall consist, ex officio, of the judge of the circuit court, the president of the board of county commissioners, the county auditor, the clerk of the circuit court, the county recorder, the superintendent of schools of the school district in which the county seat is located and the city controller of the county seat city, and if there is no city controller, then the clerk-treasurer of the county seat city or town shall be a member of such commission.

(c) The commission shall elect one (1) of its members to be chairman and the clerk of the circuit court shall be secretary. The members of the county commission shall serve without compensation and shall receive no disbursement for any expense.

(d) The county commission shall meet at least one (1) time in each calendar year.

Sec. 1.2. As used in this chapter, "county commission" or "commission" refers to the county commission of public records created by section 1 of this chapter.

Sec. 1.3. As used in this chapter, "Indiana State Archives" has the meaning set forth in IC 5-15-5.1-1.

Sec. 1.4. As used in this chapter, "local government" means a political subdivision (as defined in IC 36-1-2-13).

Sec. 1.5. As used in this chapter, "public record" or "record" means a record (as defined in IC 5-15-5.1-1) except that "public record" or "record" means local government rather than state government documentation.

Sec. 1.6. As used in this chapter, "records management" means a program to apply management techniques to the purchase, creation, utilization, maintenance, retention, preservation, and disposal of records undertaken to improve efficiency and reduce costs of record keeping, including management of the following:

- (1) Filing and microfilming equipment and supplies.
- (2) Filing and information retrieval systems.
- (3) Records.
- (4) Historical documentation.
- (5) Micrographic retention programming.
- (6) Critical records protection.

Sec. 1.7. As used in this chapter, "retention schedule" has the meaning set forth in IC 5-15-5.1-1.

Sec. 2. (a) It shall be the duty of the county commission to determine the following:

- (i) Which public records, if any, are no longer of official or historical value.

- (2) Which public records, are of current official value and should be retained in the office where they are required to be filed.
- (3) Which public records are of official value but are consulted and used so infrequently that they are no longer of appreciable value to the officer with whom they are required to be filed.
- (4) Which public records are of no apparent official value but which do have historical value.

(b) The county commission may request the assistance of the commission on public records established under IC 5-15-5.1 in developing records management programs.

Sec. 2.5. (a) The county commission shall adopt and implement retention schedules for use by local government officials as part of a records management program for local government public records at the first meeting of the county commission after the commission receives a retention schedule for the local government approved by the oversight committee on public records as established by IC 5-15-5.1-18.

(b) All requests to destroy, transfer, or otherwise dispose of records that are not covered by an approved retention schedule are to be submitted to the county commission according to the procedure established under this chapter.

(c) Requests for exceptions to an approved retention schedule shall be submitted to the county commission. The commission may not consider requests for retention of records that are shorter in duration than the approved retention schedule.

(d) Local government officers shall submit documentation of destruction, transfer, or other disposal of records according to an approved retention schedule to the county commission with a copy submitted to the state archives.

(e) Whenever a local government includes parts of more than one (1) county, the commission of the county that contains the greatest percentage of population of the local government has jurisdiction over the records of the local government for the purposes of this chapter.

Sec. 3. (a) All public records which, in the judgment of the commission, have no official or historical value, and which occupy space to no purpose in the offices and storerooms of the local government of a county, shall be destroyed or otherwise disposed of. Except as provided in subsection (b), such records shall not be destroyed until a period of at least three (3) years shall have elapsed from the time when the records were originally filed, and no public records shall be destroyed within a period of three (3) years if the law provides that they shall be kept for a longer period of time, or if the law prohibits their destruction.

(b) Records may be destroyed before three (3) years elapse after the date when the records were originally filed if:

- (1) the destruction is according to an approved retention schedule; and
- (2) the requirements of subsection (c) are met.

(c) No financial records or records relating thereto shall be destroyed until the audit of the records by the state board of accounts has been completed, report filed, and any exceptions set out in the report satisfied.

Sec. 4. (a) Except as provided in subsection (b), no records shall be removed or transferred from any office until a period of at least three (3) years shall have elapsed from the date on which the records were filed, nor even after that time if the records are in frequent use by the officer having charge of the office.

(b) Records may be removed or transferred from any office before three (3) years elapse after the date on which the records were filed if the removal or transfer is according to an approved retention schedule.

Sec. 5. Public records having an official value but which are used infrequently by the officer with whom they are filed or maintained shall, on order of the commission, be removed and transferred to the Indiana state archives.

Sec. 6. Public records having no apparent official value, but having a historical value shall be transferred to and shall constitute a part of the Indiana state archives.

Sec. 7. (a) When any public records are ordered to be destroyed, removed, or transferred, the commission shall enter an order to that effect on its minutes, stating the date on which the order is entered and a general description of the public records which the commission orders to be destroyed, removed, or transferred.

(b) A copy of any order to destroy public records shall be delivered to:

- (1) the state archivist at the Indiana state archives;
- (2) any active genealogical society of the county; and
- (3) any active historical society of the county; not later than sixty (60) days before the destruction date, accompanied by a written statement that the state archivist at the Indiana state archives or society may procure at its expense such records for its own purposes.

(c) The order delivered under subsection (b) must state that the records will be made available to the state archivist at the Indiana state archives, the genealogical society, or the historical society subject to the following provisions:

- 1) Genealogical or historical societies of the county which have an active organization shall have priority in the procuring of the public records.
- (2) If there is more than one (1) genealogical or historical society of the county with an active organization, the earliest established genealogical or historical society shall have priority in the procuring of the public records.
- (3) In order to procure all or part of the public records included in the order, a genealogical or historical society must offer to the Indiana state archives sufficient proof of ability to properly preserve the records in question, or the state archives may deny the records to the genealogical [or] historical society

and give priority to another historical society in the county or the state archivist at the Indiana state archives.

(4) If within thirty (30) days of the delivery of the destruction order to the genealogical or historical society, the society has not notified the commission of an intent to procure all or part of the records included in the order, the state archivist at the Indiana state archives may upon request procure at the archive's expense the records for the archive's own purposes within the remaining time in the sixty (60) day period.

(5) If a county historical society that has obtained records through the county commission subsequently wishes to destroy, transfer, or otherwise dispose of these records, the historical society shall submit a request to the county commission for authorization to destroy the records according to the procedure set forth in this chapter.

(6) Records obtained by a historical society under chapter remain public records and are subject to all applicable public records laws.

Sec. 8. A public official or other person who recklessly, knowingly, or intentionally destroys or damages any public record commits a Class D felony unless:

- (1) the commission shall have given its approval in writing that the public records may be destroyed;
- (2) the commission shall have entered its approval for destruction of the public records on its own minutes; or
- (3) authority for destruction of the records is granted by an approved retention schedule established under this chapter.

III: PROCEDURES

Under the revised IC 5-15-6, there are two legal methods to dispose of public records. The first is that of submitting requests to the county Commission of Public Records to authorize the destruction or transfer of listed public records. A meeting of the Commission is called to authorize the destruction of the records. This is the method created by the 1939 law. The second method is to use retention schedules and to follow their directions regarding how to dispose of the records. This second method was added by the General Assembly in 1991. Both methods are effective means to remove unneeded public records from local government offices. NOTE: court or judicial records do not come under the authority of a county Commission of Public Records. Court records are to be handled according to the rules developed and enforced by Supreme Court Administration, an arm of the State Supreme Court. IC 5-15-6 applies only to nonjudicial public records.

1. HOW TO SUBMIT A REQUEST TO DESTROY PUBLIC RECORDS

If an official has identified public records that are no longer needed or required to be retained, and no retention schedule exists that covers the record or records involved, that official should:

a) obtain a blank **PR-I** form ("Request to Destroy/Transfer Public Records") from the Clerk of the Circuit Court of the county. The Clerk is the ex-officio Secretary of the county Commission of Public Records;

b) fill out the form, listing the records to be disposed of;

c) submit the completed form to the Clerk of the Circuit Court (ie., Secretary of the Commission);

d) the Clerk will either call a meeting of the county Commission of Public Records, or add the request to the agenda of the scheduled meeting. At the meeting, the Commission will vote to authorize the disposal of the records;

e) if the Commission grants authority to dispose of the records, the requests are reviewed by the Indiana State Archives and the designated historical or genealogical society of the county during the 60 day review period. If either the State Archives or the society wishes to obtain any of the records, those records should be set aside to be picked up by the requestor. **NOTE: HISTORICAL AND GENEALOGICAL SOCIETIES MAY NOT OBTAIN CONFIDENTIAL PUBLIC RECORDS;**

f) if no request is made to obtain the public records within the review period, the records may be destroyed or otherwise disposed of. **NOTE: CONFIDENTIAL RECORDS MUST BE DESTROYED IN A MANNER THAT PRESERVES THE CONFIDENTIALITY OF THE INFORMATION (IE., SHREDDING, BURNING, ETC.).**

2. HOW TO USE A RETENTION SCHEDULE

A retention schedule will note the proper disposition of a specific type or group of records. It serves as a maintenance manual for the different records used in an office. Each group or type of record is identified, its retention requirements noted and cited, and the recommended retention given. An example is given below:

SCHOOL CORPORATION

RECORD	CITATION	RETENTION
Extra Curricular Program	IC 20-5-7-2	Destroy after 5 years

In the example, the record type is found in the left column, any legal requirements for length of retention are given in the "Citation" column, and the length of the retention is given in the right-hand column.

Legal citations for retention schedules are based on the Indiana Code, the Indiana Administrative Code, the United States Code, and the Code of Federal Regulations (CFR). The State Board of Accounts will have been consulted regarding recordkeeping requirements for all retention schedules. As well, representative local government officers from the office in question (ie., Recorders, Trustees,

Clerk-Treasurers, etc.) will have been consulted and will review each retention schedule to ensure that each retention fits the needs and requirements of the office.

When a record is disposed of according to a retention schedule, a Destruction/Disposition form should be filled out. The form serves as documentation of destruction or other disposition to show that the records were disposed of properly and according to an approved retention schedule. It is very important to document proper destruction of public records, as it serves as protection from possible legal action or accusation of improper destruction of records to cover up misdeeds. Copies of the form should be sent to the Clerk of the Circuit Court (Secretary of the county Commission of Public Records) and the Indiana State Archives.

3. INSTRUCTIONS FOR CLERKS OF THE CIRCUIT COURTS AND COUNTY COMMISSIONS OF PUBLIC RECORDS

Prior to a planned meeting of the county Commission of Public Records, the Clerk (and/or another designated member of the Commission) should:

- a) assemble a list of the local government units in the county. It would include: county offices, cities and towns, township offices, public utilities, public libraries, commissions, multi-county units, etc.
- b) send a blank copy of the "PR-1" form to each unit, with a letter or memo inviting them to submit their petitions for records to be destroyed to be authorized by the Commission at its next meeting. Establish a deadline prior to the meeting for submissions;
- c) announce meeting according to the requirements for a public meeting under the Open Door Law (IC 5-14-1.5.1).

When the meeting is held, the Commission should:

- a) choose a chairperson to preside over the meeting;
- b) adopt for use in the county any retention schedule approved by the Oversight Committee on Public Records received by the Clerk since the last meeting;
- c) discuss and decide on requests to destroy public records submitted by local governments in the county;
- d) discuss any other official business related to public records and records preservation; and
- e) determine the date of the next meeting of the Commission.

Once the meeting is adjourned, the Clerk as Secretary should:

- a) send the approved requests to the designated historical or genealogical society in the county and the Indiana State Archives for review to determine if they wish to obtain any of the records; and

b) on receipt of the responses from the designated society and the State Archives, notify the affected local governments. The units should then dispose of the records according to the directions of the Commission.

IV: SUGGESTIONS FOR STORAGE/PRESERVATION OF PUBLIC RECORDS

There are a number of things that a public records custodian can do to take command of the records in his/her care. They involve minimal expenditures of money and time. But they pay handsome dividends down the road.

1. BOX STORAGE SHELVING

Erect shelving to organize, arrange, and store records storage boxes. Shelves should be tall and deep (approximately 18" tall by 18" deep to accommodate standard sized records storage boxes, or depending on the size of the boxes used). Metal shelving units are strong and sturdy, and can be easily erected and later disassembled. Some prefer wooden shelves, though they are less than ideal for records storage. Shelves allow more records to be stored in a given floor area, as they employ the room's height. Also, boxes stored on shelves are easier to get to and retrieve than boxes that are merely stacked or piled on the floor. Shelves save time, space, and back-aches.

2. STANDARD BOX SIZES

If possible, employ only one or two sizes of boxes in which to store public records. Standardization allows for easier storage and space allocation, especially in tandem with storage shelves. We recommend the use of standard one cubic foot records storage boxes (10"x12"x15" inside). These records storage boxes are available from numerous office supplies sources. They are capable of holding approximately 50 pounds of records, and accommodate both letter and legal paper or file folders. Larger boxes, holding up to 100 pounds of records, can be difficult for many people to handle and move. Avoid using boxes originally designed and used for other purposes (ie., computers, equipment, bananas, etc.) to hold records. Such boxes are often not strong enough to hold paper records, which when densely packed together are very heavy.

3. FILLING RECORDS STORAGE BOXES

Avoid at all costs filling a records storage box with more than one type of record (ie., checks with blue prints, purchase orders with poor relief applications, etc.). When it comes time to dispose of records, extra time and effort will have to be spent sorting through each box to separate the different records. Keep discreet categories separate.

When filling a box with records for storage, always assume that sometime in the future someone (perhaps you) will need to retrieve a record from that box. Keep the contents of the box in good order, or in the order the records were originally. DO NOT dump or pile records or files into the box. Also, do not over-fill a box.

4. LABELLING RECORDS STORAGE BOXES

Always label or mark clearly the contents of the records storage boxes at the time of filling the box. Include the title of the records or their type, the range of dates of the records, and to whom the records belong (ie., which office). It is a good idea as well to note the date that the records in the box can be destroyed according to an approved retention schedule, or based on legal or administrative requirements. An example of such a label could read:

OFFICE: COUNTY AUDITOR
RECORD: CANCELED CHECKS
DATE OF RECORDS: 1992
DESTROY: 2003

Label the records storage boxes so that the label or markings can be read easily when the boxes are shelved.

5. DESTROYING PUBLIC RECORDS

When boxed public records are ready to be disposed of according to an approved retention schedule or after authority has been granted by the county Commission of Public Records, empty the records storage boxes when disposing of the records and save ("recycle") them for future use. Recycling will save the expense of purchasing new records storage boxes. Also, many records storage boxes can be easily "broken down" or folded up for storage until they are needed again. Remember always to document disposal of all public records when using a retention schedule.

V: MICROGRAPHICS AND ELECTRONIC RECORDS

The definition of "public record" for local government today encompasses all media that store information. Among those storage media, microfilm and electronic media rank with paper as major players in the information storage game. The allure of new and powerful technologies for storing and managing records and information has lead to widespread use of these media. A few words on them would be advantageous.

1. MICROGRAPHICS

Micrographics concerns photographically reducing an image and placing it on a durable medium for storage and future use. There are three main types of micrographic media and technologies: microfilm, microfiche, and Computer Output Microfiche, or COM. Many local government officials employ one or more of these microfilm technologies. Microfilm can offer several advantages to local government:

- a. reduce space required to store records;
- b. security back-up copies of microfilm are easily made, and readily stored;

- c. properly stored, microfilm can preserve records for a very long time;
- d. microfilm that is properly documented and of high image quality can be used in court as evidence; and
- e. microfilm technology has been around for many years and is widely available. However, ill-considered and poorly executed microfilming of public records can also be a tremendous waste of taxpayers' money. No one should microfilm everything that comes into the office. Only certain records merit being microfilmed. The criteria for deciding to microfilm public records should include:
 - i. importance of the records: if the record is vital to the smooth functioning of government and the welfare of the citizenry, you may wish to make microfilm back-ups of it to ensure its survival and preservation;
 - ii. length of retention of the records: if the records must be retained for many years, it may be advisable to microfilm. Records required to be retained for a short period of time (ten years or less) should not be microfilmed;
 - iii. bulk of records: if the amount of records is great and straining the storage capacity of the office, microfilming the record to reduce storage may be advisable. This is especially true of bulky records that must be retained for many years. Do not microfilm bulky records that need not be retained long: the expense of microfilming will offset any advantage that reducing the bulk of records may create; and
 - iv. frequency of use: if for reasons of legal necessity a record must be retained for a long period but will rarely if ever be consulted, microfilm may be advisable. Microfilm can be cumbersome to use, and information difficult to find.

To make usable microfilm requires that the original records be in good order prior to filming. As well, indexing of the contents of a roll of microfilm is key. Such documentation is essential to have microfilm that can be consulted and relied on. To be admissible in court, proper documentation to show that the microfilm is a complete, accurate, and legible reproduction of the original records is required. After the microfilm has been created, it must be stored in an environment that will maintain and preserve the images. Image degradation of original negative microfilm is rapid if it is stored in poor environmental conditions.

Good microfilm requires careful planning and diligence throughout the process to ensure a quality product. Microfilming also requires an outlay of funds to purchase materials and services. Several counties have established a microfilm department in their counties to serve the microfilm needs of the various county and local government offices. That way, costs for equipment, materials, and services are spread more widely, with the cost per roll of film reduced as a result. Other counties may wish to investigate the formation of a cooperative microfilm effort for their microfilm needs.

2. ELECTRONIC RECORDS

A large number of electronic means to create and store information have appeared on the scene in recent years. Technologies such as optical disks, CD-ROM, GIS, and others have emerged to fuel the proliferation of documentation in recent years as well as to solve the problems they created. Much of the "take off" is attributable to the development of the personal computer, now a widely available technology. Many local governments have already taken advantage of personal computer technology to bring greater speed and efficiency to their official duties. The records created with computers and computer-driven machines are public records just as much as the paper records of one hundred years ago. However, the medium has changed, and as a result new problems and challenges have been created.

Computers allow us to store huge amounts of information on small magnetic diskettes or plastic and aluminum disks, and to transport that information easily from one machine to another. Massive amounts of information can be sent over the telephone wires across oceans and continents. Information can be shared simultaneously between many computers, allowing access to many users. However, how to preserve that information is another question. The simple fact is that magnetic tapes, disks, and diskettes cannot store information for long periods of time. Constant backups every two or three years are required to preserve the data. Even then, data can be quickly, easily, and irretrievably lost. Magnetic media are not stable enough to preserve important information of permanent value.

Solutions must be found to the problems of long-term computer storage of important information. Optical disks show promise, but currently do not address satisfactorily the questions of permanence and technological standardization. Caution must be observed when permanent records or public records of long-term importance are stored by computer or other electronic means.

VI: PRESERVATION OF RECORDS

Many public records must, by law or by administrative necessity, be kept by the records custodian for many, many years. Indeed, some statutes require records to be maintained permanently in the office where originated or where filed. The constant use of these important public records over the years exacts a severe toll on the records themselves. Many paper records become torn, brittle, faded from exposure to sunlight and artificial light in the office, and soiled from years of exposure to dust and smoke, dirty fingerprints and oily hands. Probably the single most destructive force is the chemical composition of much of the paper that we all use in our offices. Acids in the paper, present from the time of manufacture, work to break down the fibers of the paper, leading to holes, fading, and browning. Today's paper has a short life-span, due to the chemicals present in it. Air pollution also has a serious, deleterious effect on our paper records. It is one of the supreme ironies of modern history that the paper we have used for the last century is already disintegrating, while older paper, made without the chemicals found in today's counterpart, is often in much better condition. Paper is not alone in the inexorable deterioration spiral: magnetic tape, computer diskettes, and videotape, important media for information storage today, will not outlive us. We face the horrible dilemma of losing the documentation for our era's history even before our generation has died off.

Decisions must be made concerning the way we store our information and how we take care of it. Simple decisions, made today, will determine how well local government offices will function in the future. Some require hardly more than switching to new paper stock for certain uses. Others will

require good foresight and planning. Here are some hints for taking care of local government public records:

- 1) **PURCHASE ACID-FREE PAPER** for all uses that call for long-term retention of records. Use acid-free file folders for records that are required and expected to be retained many years;
- 2) **MICROFILM SELECTED TYPES** of records that are important for the long-term well-being of the community and the continuity of government. Preserve microfilm under proper conditions;
- 3) **AVOID STORAGE OF BOTH** paper and microfilm records in rooms where temperatures vary greatly. Keep records out of especially hot rooms. Normal room temperatures are best;
- 4) **DO NOT LAMINATE ANY RECORDS OR RECORD VOLUMES.** Lamination seals the doom of the record. The process involves literally cooking the page in plastic. While the paper is encased in plastic that protects it from dirty fingerprints and oily hands, it will nevertheless turn brown and become unreadable because of the cooking it received;
- 5) **DO NOT EXPOSE RECORDS** to long periods of bright light. Sunlight and artificial light can damage records and make them fade;
- 6) **DO NOT TOLERATE ROUGH HANDLING** of records in your custody by users or researchers. Supervise the use of records. Maintain a log of users;
- 7) **AVOID USING RUBBER BANDS AND STAPLES** to fasten records together. Remove paper-clips when possible as records are filed; and
- 8) **CONSULT THE STATE ARCHIVES** for technical advice and assistance regarding preservation of important public records.

VII: DISASTER PLANNING/VITAL RECORDS

Natural disasters have historically been among the chief causes of loss of local government public records. Courthouses, town halls, and other government buildings where public records are maintained have been ravaged by fires, floods, tornadoes, and other disasters. Much of the early documentation of some counties has been lost as a result. While the Indiana Code makes provision for the reconstruction of public records in event of such a disaster, important records concerning property ownership and personal rights were lost.

Coordinated planning for such a contingency could reduce the impact and disorder of a disaster should one occur. Such actions as microfilming the "vital" public records of your office and storing the originals offsite (away from the main storage area, or completely away from the general area) in a safe but accessible place, establishing a procedure with local disaster officials to locate the most important records for emergency purposes, and others could reduce the chaos that a fire or flood would create for proper functioning of local government. Such simple measures as removing public records from areas

that would be most vulnerable in cases of fire and flood (ie., attics and basements) and making sure that structures that house public records are not fire hazards will go a long way to save important records.

Coordinate your public records disaster planning with the local Civil Defense officials in your town or county. Check with the State Emergency Management Agency (SEMA) about your vital public records. Remember that the information in public records of local government may help to save lives and livelihoods in the event of disaster.

VIII: CONFIDENTIALITY/PUBLIC ACCESS TO PUBLIC RECORDS

It is a cornerstone of democratic government that the people be allowed to examine their government's public records. As the legal definition of "public record" in the Indiana Code makes clear, the people hold title to the records produced by government officials in the normal course of their work. Public records are not the personal property of the officeholder. State and federal law mandates that public records must be made available to the citizenry. However, our laws also recognize that some public records--ie., the records of the government of the people--contain sensitive information of or concerning individuals who come into contact with government. That includes our tax returns and assessments, medical information, personal financial information, and other types of information and records. State and federal law mandates that certain public records must be maintained confidentially.

Confidential records should only be made available to:

- 1) bona-fide government employees engaged in the course of their official duties;
- 2) researchers who require special use of records for statistical, academic, or other legitimate study. In such a case, the researcher should sign an agreement not to reveal the identities or identifying information of individuals records in confidential materials;
- 3) individuals who supply to the record custodian a court order to examine specific public records; and
- 4) the subject of the records, or the subject's representative with written consent of the subject.

Indiana law and the Administrative Code list many public records that are to be maintained confidentially. IC 5-14-3, the Access to Public Records law, notes rights and responsibilities of individuals and officials concerning gaining access to public records. It is a good idea to become familiar with the law concerning access/confidentiality.

When it comes time to destroy confidential public records that no longer are of use to government, the records should be destroyed in such a way that the information will not be recoverable. Methods exist whereby confidential public records can be destroyed without revealing the sensitive information contained in them as well as the records' subjects. These include shredding, burning, and recycling. Many recyclers will guarantee confidential destruction of paper records transferred to them. Care

should be given to protect the rights of individuals whose personal information is found in public records.

IX: SOURCES OF FUNDS FOR PUBLIC RECORDS PROJECTS

Sources for funds exist for local governments to pay for efforts to save, preserve, and make accessible the public records of communities. These sources allow for funds to preserve the history and culture of a community by preserving the important records of the community.

The Indiana Code states that units (except townships) of local government with taxing authority "may establish, aid, maintain, and operate libraries and museums, cultural, historical, and scientific facilities and programs, and community service facilities and programs" (IC 36-10-2-4). Thus, according to the law, local government may contribute to historical societies or museums, or other public and private organizations for projects to contribute to the historical and cultural enrichment of the community. Efforts to preserve and conserve the important public records may be supported by local government funds. Some projects a local government could assist with its contributions are:

- 1) purchase of records conservation/preservation supplies (acid-free folders, paper, boxes, de-acidification process materials, etc.);
- 2) upgrading storage facilities to meet proper environmental storage standards for preserving public records and microfilm;
- 3) purchase of microfilm readers for patron use of microfilmed public records;
- 4) indexing important and frequently consulted public records; or
- 5) hire expert assistance to preserve deteriorating public records.

The law (part of the extensive "Home Rule" powers granted by the General Assembly) gives free rein to a wide variety of activities. The local government has the right to choose for itself the ways in which it may support the cultural life of the community. Several county governments currently exercise this power by assisting historical societies and museums with important projects to document Indiana history.

The United States government also provides funds to support efforts to collect, document, publish, and preserve the important records of our country. The National Historical Publications and Records Commission (NHPRC) provides grants to both private and public groups to document our nation's history. Significant grants have been made to state and local governments to establish records management programs at the local government level. Archival and records management programs for cities and towns have been funded with NHPRC grants. With this money, local governments around the country have proceeded to inventory records, develop retention schedules, and identify and preserve archival records. Applications are made to the NHPRC through state coordinators, who review the applications and proposals and pass them on to the national commission. Information on applying for NHPRC grants may be obtained from the NHPRC or from the Indiana State Archives.

X: RESPONSIBILITIES OF HISTORICAL/GENEALOGICAL SOCIETIES

Since 1939, historical (and later genealogical) societies have participated in the public records disposal process. The intention has been to preserve the important historical records that no longer are needed by local government and for which there is no room to spare. In this way, many important public records have been preserved for future use.

However, the process has not always worked smoothly or as the General Assembly intended. Many public records have been obtained by private groups only to be subsequently abused in private hands. Public records obtained over the years have been broken up to be sold for individual profit, have been squirreled away in private closets, attics, basements, and under beds, kept as personal property, and not made available to those interested in consulting the records. Researchers have not been given proper access to the public records in private hands.

In an effort to rectify this woeful situation, IC 5-15-6 was amended to establish parameters in which historical and genealogical societies must operate to participate in the public records disposal process. They are:

a) a county historical or genealogical society may obtain public records authorized to be destroyed under the following conditions:

1. record is not of official value;
2. record does not contain confidential information;
3. county historical or genealogical society can demonstrate to the Indiana State Archives that it can properly preserve the record;
4. county historical or genealogical society may not subsequently destroy or transfer (including sell) the record without submission of PR-1 to the county Commission of Public Records and review by the Indiana State Archives; and
5. the records remain public, and subject to the laws on public records, including:
 - public access
 - destruction/damage punitive sanctions
 - theft.

b) a county historical or genealogical society must be active to receive a review copy of approved PR-1 requests that authorize destruction of public records;

c) a county historical or genealogical society has 30 days from date of the meeting that authorizes the destruction of public records to request to obtain any of the records.

TAB 4

Indiana Commission on Public Records

Records Management Can Help!

Records Management provides assistance in the management of important public records to State and local government agencies in Indiana. Records Management staff will also work with your agency's [designated records coordinator](#) to develop a records retention schedule tailored to the needs of a state agency or division, allowing you to get rid of the clutter.

Visit our [Policies page](#) for more information about long-term retention, electronic media and records transfer prerequisites.

Retention Schedules and More

A records retention schedule describes the records created by a state or local government entity, and outlines their:

1. Retention: Where, in what format, and how long the records are to be maintained; and
2. Disposition: What is to be done with the records at the end of that period? (Destruction or transfer to the Indiana State Archives for permanent historical preservation.)

Retention schedules are divided into "Record Series" which are groups of related records that all have the same basic subject and requirements for retention and disposition. Each of those record series has a descriptive title and a unique identifying number known as a Record Series Number.

State Government	County / Local Government
General Retention Schedule	General Retention Schedule
Agency-Specific Retention Schedules	Office-Specific Retention Schedules
More State Government Info	More County/Local Government Info

Additional Records Management Resources

- [Publications](#)
- [Forms](#)
- [Laws](#)
- [Links](#)
- [Records Disaster Prevention and Reporting](#)

Indiana Commission on Public Records

Contact Us

[E-Mail](#) | [Postal Mail](#) | [Phone](#) | [Fax](#)

By E-Mail

Your name:

Your e-mail address (**Required**):

Your phone number:

Which Division would you like to contact? (**Required**):

State Archives
State Records Management
County/Local Records Management
State Forms Management
Electronic Records
Micrographics & Imaging Services
State Historic Records Advisory Board

Subject (**Required**):

Note: When sending an email to the **Indiana State Archives**, please be sure to include a very clear subject heading, i.e, Civil War, Soldier's Home, Hospital Records, Morton Telegrams, etc. Emails without a clear subject heading may be mistaken as spam or a potential virus and be filtered out automatically. If you have not received an initial response from the Indiana State Archives within a few weeks, please resubmit your request. In the body of your message, please include an indication of whether you are contacting the Archives from within the State of Indiana, or outside it. This will enhance our ability to promptly provide assistance.

Comments, Questions, Requests:

Submit E-mail

Clear Form

By Postal Mail

ICPR Central Office (Records and Forms Management):

Indiana Commission on Public Records
402 W. Washington Street, Room W472
Indianapolis, IN 46204-2744

State Archives:

Indiana State Archives
6440 East 30th Street
Indianapolis, IN 46219-1007

Micrographics & Imaging Services:

Micrographics and Imaging Services
100 N. Senate Avenue, Room N055
Indianapolis, IN 46204-2203

Records Center:

Indiana State Records Center
6400 East 30th Street
Indianapolis, IN 46219-1007

By Phone

ICPR Central Office (Records and Forms Management): 317-232-3380
Indiana State Archives: 317-591-5222
Micrographics and Imaging Services: 317-233-3746
Records Center: 317-591-5326

By Fax

ICPR Central Office (Records and Forms Management): 317-233-1713
Indiana State Archives: 317-591-5324
Micrographics and Imaging Services: 317-233-0908
Records Center: 317-591-5328