



Lake Lemon Conservancy District

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Benton Township Senior Citizens Building

November 18, 2015

6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval October 21, 2015 Board Meeting Minutes (PD)
- III. Treasurer's Report (LE)
 - A. October 2015 Financial Highlights
 - B. October 2015 Report of Claims Approval
- IV. 2016 Board Meeting Dates Resolution (11-15-08) (PD)
- V. Long Causeway Mowing/Maintenance: Discussion (PD)
- VI. Manager's Report (AC)
 - A. Small Barge: Discussion
 - B. Approval of 2016 Agreements
 - 1. 2016 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - 2. 2016 Marina/Club Agreement: BYC
 - 3. 2016 Marina/Club Agreement: IU Sailing Club
 - 4. 2016 Riddle Point Park Use Agreement: RPRA
 - 5. 2016 IU Rowing Team Agreement
 - 6. 2016 Schell Marina, LLC – Marina/Club Agreement
 - 7. 2016 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
 - 8. 2016 Extension Agreement, Land Use: Clark
 - C. 2016 Board Election Update
 - D. Winter Draw Down: Update
- VII. Public Comment (PD)
- VIII. New Business / Correspondence for Future Agenda (PD)
 - A. Next Board Meeting: December 16, 2015 at the Benton Township Senior Center Building; 6:00 PM.
- IX. Adjournment (PD)



Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

Date: November 18, 2015

Name	Lake Address	District
Jay Widgren	7530 Lakewood Dr	4
Terja Widgren	7530 Lakewood Dr	4
Ron Thrasher	4194 Channel Rd	(LAKE PERSON)
Jane Dearborn	4161 Chitwood	7
Scott Adamson	4184 Walker Lane	(LAKE PERSON)
Jay Thacker	4242 Channel Rd.	7
Rebecca Ball	6521 Snug Harbour Ln	7
Barb Ritts	7750 Wilwood Dr.	2
Karl Mills	7898 N LAKEVIEW	3
Dave Hobson		7
Bob Madden	REUTEN	7
Malcolm McClure	4547 Idalewa Dr	
Michael Gredy	Snug Harbour 6517	7
Ann Wroblewski	6486 Southshore Dr	7
Vince Britt	6486 Southshore Dr	7
Tim Roth	6011 Southshore Dr	7
Busan Under Salmon	7017 E Spillway	2
GARY ZEHNER	8760 SOUTH SHORE	5

2 of 2
Lake Lemon Conservancy District

MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

Date: November 18, 2015

Name	Lake Address	District
TOM DIEHL	4162 Channel Rd	7
SARA GALTALA	8920 Southshore Dr	5

Lake Lemon Conservancy District
Budget Summary Report

21-Oct-15

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	August Actuals	September Actuals	October Actuals	YTD Actuals	Notes
Revenue	\$790	\$13,225	\$16,484	\$21,796	\$54,961	\$183,133	\$53,677	\$23,162	\$12,087	\$8,800	\$388,115	
Income Breakdown												
Watercraft Permits	0		\$3,787	\$14,779	\$41,420	\$22,133	\$17,733	\$6,516	\$5,909	\$2,440	\$114,717	
Launch Fees	0		\$1,354	\$4,770	\$6,136	\$2,952	\$2,858	\$2,835	\$1,746	\$1,008	\$23,659	
Marina & Club Fees	\$0	\$2,500	\$1,500	\$0	\$0	\$0	\$375	\$7,191	\$975	\$0	\$11,941	
Sublease & Access Fees	\$0	\$10,725	\$9,755	\$910	\$4,005	\$630	\$670	\$0	\$190	\$0	\$26,685	
Property Tax - Brown County					\$0	\$36,422	\$0	\$0	\$0	\$0	\$36,422	
Property Tax - Monroe County					\$0	\$109,393	\$0	\$0	\$0	\$0	\$109,393	
Interest	\$190	\$0	\$88	\$312	\$0	\$0	\$313	\$0	\$750	\$317	\$1,971	
Grants & Donations	\$0	\$0		\$15	\$40	\$915	\$5,395	\$165	\$0	\$10	\$6,530	
Fish Tournaments	\$600	\$0		\$885	\$50	\$25	\$0	\$0	\$0	\$25	\$1,585	
Park/Lake Reservations	\$0	\$0		\$125	\$250	\$500	\$1,025	\$250	\$125	\$0	\$2,275	
Park Admission Fees		\$0			\$3,080	\$9,765	\$9,085	\$5,215	\$2,975	\$0	\$30,100	
Dredging/Rip-Rap Income		\$0				\$1,499	\$16,177	\$0	\$0	\$0	\$17,676	
Other Income							\$145	\$0	\$17	\$5,000	\$5,162	
Expenses & Margin:												
SG&A expenses	\$28,892	\$15,250	\$24,786	\$18,478	\$32,903	\$74,400	\$40,500	\$57,296	\$32,686	\$19,493	\$344,684	
Salaries & Benefits	\$10,068	\$12,507	\$11,464	\$15,480	\$15,286	\$23,627	\$21,385	\$22,634	\$13,670	\$9,017	\$156,137	No dredging
Supplies	\$271	\$409	\$3,126	\$1,208	\$4,177	\$19,021	\$7,123	\$6,486	\$926	\$908	\$42,655	
Professional Services	\$727	\$720	\$630	\$958	\$2,688	\$3,083	\$2,263	\$3,621	\$3,183	\$2,875	\$20,653	Attorney
Communication/Travel	\$242	\$382	\$399	\$242	\$242	\$242	\$242	\$209	\$209	\$209	\$2,615	
Printing/Advertising	\$30	\$475	\$101	\$49	\$222	\$67	\$431	\$12	\$187	\$17	\$1,591	
Insurance	\$17,117	\$0	\$8,237	\$0	\$0	\$8,237	\$0	\$0	\$8,237	\$0	\$41,828	Quarterly Payment
Utility Services	\$438	\$569	\$654	\$642	\$395	\$827	\$1,298	\$1,145	\$956	\$1,398	\$8,219	Port-O-Lets
Repair & Maintenance	\$0	\$189	\$175	\$0	\$9,400	\$5,262	\$0	\$8,680	\$110	\$964	\$22,680	
Other Services	\$0	\$0	\$0	\$0	\$220	\$13,038	\$7,782	\$18,610	\$4,209	\$4,107	\$47,942	Weed Treatment
Machinery & Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Capital Outlays	\$0	\$0	\$0	\$0	\$366	\$0	\$0	\$0	\$0	\$0	\$366	
Pretax operating profit (loss)	(\$28,102)	(\$2,025)	(\$8,302)	\$3,318	\$22,058	\$108,733	\$13,177	(\$34,135)	(\$20,599)	(\$10,692)	\$43,431	
Operating margin	-3566.2%	-15.3%	-50.4%	15.2%	40.1%	59.4%	24.5%	-147.4%	-170.4%	-121.5%	11.2%	

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2015 thru October 31, 2015

(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, 2015 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 4, 2015

10:30 AM
11/04/15
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of October 31, 2015

	Oct 31, 15
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	296,514.41
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	76,796.67
1050 · Savings Account	1,937.83
Total Checking/Savings	491,557.76
Total Current Assets	491,557.76
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,993.48
Total Fixed Assets	493,497.84
TOTAL ASSETS	985,055.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,033.06
2020 · State & Co. Withholding Payable	319.65
Total Other Current Liabilities	2,352.71
Total Current Liabilities	2,352.71
Total Liabilities	2,352.71
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	233,483.16
Net Income	46,313.77
Total Equity	982,702.89
TOTAL LIABILITIES & EQUITY	985,055.60

10:29 AM
11/04/15
Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

October 2015

	Oct 15	Jan - Oct 15
Income		
4000 · Watercraft Permits	2,440.00	114,717.00
4010 · Launch Fees	1,008.00	23,659.00
4020 · Marina & Club Fees	0.00	11,940.50
4030 · Sublease & Access Fees	0.00	27,445.00
4040 · Property Tax - Brown Co.	0.00	36,421.95
4050 · Property Tax -Monroe Co.	0.00	109,392.83
4060 · Interest	317.41	1,220.60
4070 · Grants & Donations	10.00	7,280.36
4080 · Fishing Tournament	25.00	700.00
4090 · Park Reservations	0.00	2,400.00
4100 · Park Admisioin Fees	0.00	30,100.00
4120 · Other Income	5,000.00	5,161.87
4130 · Dredging/Rip-Rap Income	0.00	17,675.82
Total Income	8,800.41	388,114.93
Expense		
6000 · Manager	4,000.00	43,165.16
6010 · FICA	569.53	10,120.46
6020 · State Unemployment Tax	128.51	499.98
6030 · Retirement	568.00	5,785.44
6040 · Health Insurance	306.51	4,554.32
6070 · Gate Attendant	1,349.26	17,928.82
6100 · Lake Patrol	0.00	4,287.00
6110 · Lake Biologist	2,095.25	26,150.25
6111 · Dredger	0.00	8,668.75
6112 · Dredger (Other)	0.00	20,978.38
6113 · Assistant Dredger	0.00	4,122.00
6114 · Assistant Dredger (Other)	0.00	6,993.00
6120 · Season & Launch Permits	0.00	1,791.88
6130 · Daily Permits	0.00	208.50
6140 · Receipt/Tickets Books	0.00	375.37
6150 · Checks	0.00	220.41
6160 · Printer, Copier & Computer Supp	0.00	424.85
6170 · Miscellaneous-Other	66.14	1,107.83
6180 · Postage	100.94	672.62
6190 · General Business Supplies	0.00	504.75
6200 · Regular Gas	0.00	1,885.39
6210 · Diesel	0.00	3,956.95
6240 · Building & Grounds	382.28	5,080.05
6250 · Boat/Weed Harvester/Truck	0.00	220.57
6251 · Dredging Supplies	358.37	8,420.57
6252 · Rip Rap/Erosion Control	0.00	15,719.99
6290 · Signs & Nautical Markers	0.00	2,065.00
6300 · Accounting Services	450.00	4,500.00
6310 · Grass	1,812.50	10,875.00
6320 · Attorney	297.50	3,919.19
6330 · Consulting Engineer	0.00	262.50
6350 · Other Prof/Secretarial Service	315.00	1,096.34
6370 · Phone, LDT, Pager, E-Mail	208.79	2,317.96
6380 · Travel	0.00	140.00
6390 · Hotel	0.00	157.50
6410 · Subscriptions	0.00	385.10
6430 · Ads	17.22	375.43
6440 · Other	0.00	831.06
6450 · Insurance	0.00	41,827.00
6460 · Electric	382.95	4,197.50
6470 · Water	181.46	565.24
6480 · Trash	223.84	971.78
6490 · Port-O-Lets	608.00	2,184.00
6500 · Pump Holding Tank	0.00	300.00
6510 · Building & Grounds Expense	0.00	20,619.24
6520 · Boat	0.00	455.00
6541 · Dredging Equipment Maintenance	964.24	964.24
6542 · Equipment Rental	0.00	1,440.25
6560 · Water Testing	20.00	4,185.00

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11/04/15
Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
October 2015

	<u>Oct 15</u>	<u>Jan - Oct 15</u>
6570 · Lake Weed Treatment	4,086.50	33,516.10
6600 · 6% Marina Permit Sales	0.00	2,290.44
6680 · Other Services and Charges	0.00	1,017.00
6681 · Fireworks	0.00	6,500.00
6700 · Computer Equipment	0.00	0.00
Total Expense	19,492.79	341,801.16
Net Income	<u>-10,692.38</u>	<u>46,313.77</u>

10:35 AM

11/04/15

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2015

	Jan - Oct 15	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	114,717.00	105,000.00	9,717.00	109.3%
4010 · Launch Fees	23,659.00	18,000.00	5,659.00	131.4%
4020 · Marina & Club Fees	11,940.50	8,000.00	3,940.50	149.3%
4030 · Sublease & Access Fees	27,445.00	26,000.00	1,445.00	105.6%
4040 · Property Tax - Brown Co.	36,421.95	65,000.00	-28,578.05	56.0%
4050 · Property Tax -Monroe Co.	109,392.83	185,000.00	-75,607.17	59.1%
4060 · Interest	1,220.60	1,500.00	-279.40	81.4%
4070 · Grants & Donations	7,280.36	5,000.00	2,280.36	145.6%
4080 · Fishing Tournament	700.00	700.00	0.00	100.0%
4090 · Park Reservations	2,400.00	4,000.00	-1,600.00	60.0%
4100 · Park Admisioin Fees	30,100.00	27,000.00	3,100.00	111.5%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	5,161.87	0.00	5,161.87	100.0%
4130 · Dredging/Rip-Rap Income	17,675.82	10,000.00	7,675.82	176.8%
4140 · Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
Total Income	388,114.93	655,200.00	-267,085.07	59.2%
Expense				
6000 · Manager	43,165.16	55,000.00	-11,834.84	78.5%
6010 · FICA	10,120.46	12,641.00	-2,520.54	80.1%
6020 · State Unemployment Tax	499.98	789.00	-289.02	63.4%
6030 · Retirement	5,785.44	7,810.00	-2,024.56	74.1%
6040 · Health Insurance	4,554.32	12,000.00	-7,445.68	38.0%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6060 · Dental Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	17,928.82	21,000.00	-3,071.18	85.4%
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	4,287.00	4,800.00	-513.00	89.3%
6110 · Lake Biologist	26,150.25	27,200.00	-1,049.75	96.1%
6111 · Dredger	8,668.75	21,900.00	-13,231.25	39.6%
6112 · Dredger (Other)	20,978.38	13,688.00	7,290.38	153.3%
6113 · Assistant Dredger	4,122.00	10,800.00	-6,678.00	38.2%
6114 · Assistant Dredger (Other)	6,993.00	5,400.00	1,593.00	129.5%
6115 · Dredger (Private)	0.00	3,650.00	-3,650.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,800.00	-1,800.00	0.0%
6120 · Season & Launch Permits	1,791.88	1,200.00	591.88	149.3%
6130 · Daily Permits	208.50	300.00	-91.50	69.5%
6140 · Receipt/Tickets Books	375.37	400.00	-24.63	93.8%
6150 · Checks	220.41	200.00	20.41	110.2%
6160 · Printer, Copier & Computer Supp	424.85	800.00	-375.15	53.1%
6170 · Miscellaneous-Other	1,107.83	1,300.00	-192.17	85.2%
6180 · Postage	672.62	1,000.00	-327.38	67.3%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	504.75	500.00	4.75	101.0%
6200 · Regular Gas	1,885.39	7,000.00	-5,114.61	26.9%

10:35 AM

11/04/15

Accrual Basis

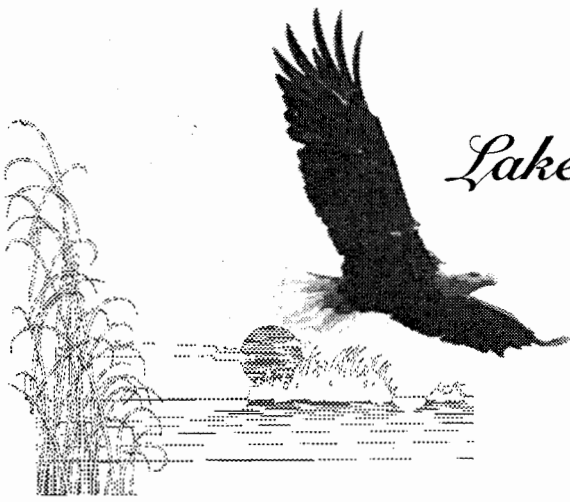
LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2015

	Jan - Oct 15	Budget	\$ Over Budget	% of Budget
6210 · Diesel	3,956.95	12,000.00	-8,043.05	33.0%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	5,080.05	8,500.00	-3,419.95	59.8%
6250 · Boat/Weed Harvester/Truck	220.57	1,500.00	-1,279.43	14.7%
6251 · Dredging Supplies	8,420.57	19,000.00	-10,579.43	44.3%
6252 · Rip Rap/Erosion Control	15,719.99	8,000.00	7,719.99	196.5%
6260 · Uniforms	0.00	0.00	0.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 · Signs & Nautical Markers	2,065.00	2,000.00	65.00	103.3%
6300 · Accounting Services	4,500.00	5,400.00	-900.00	83.3%
6310 · Grass	10,875.00	10,875.00	0.00	100.0%
6320 · Attorney	3,919.19	4,000.00	-80.81	98.0%
6325 · Fish Management Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	262.50	10,000.00	-9,737.50	2.6%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	1,096.34	500.00	596.34	219.3%
6370 · Phone, LDT, Pager, E-Mail	2,317.96	2,900.00	-582.04	79.9%
6380 · Travel	140.00	0.00	140.00	100.0%
6390 · Hotel	157.50	0.00	157.50	100.0%
6400 · Meals	0.00	0.00	0.00	0.0%
6410 · Subscriptions	385.10	300.00	85.10	128.4%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	375.43	300.00	75.43	125.1%
6440 · Other	831.06	1,000.00	-168.94	83.1%
6450 · Insurance	41,827.00	43,000.00	-1,173.00	97.3%
6460 · Electric	4,197.50	4,500.00	-302.50	93.3%
6470 · Water	565.24	600.00	-34.76	94.2%
6480 · Trash	971.78	1,500.00	-528.22	64.8%
6490 · Port-O-Lets	2,184.00	2,000.00	184.00	109.2%
6500 · Pump Holding Tank	300.00	400.00	-100.00	75.0%
6510 · Building & Grounds Expense	20,619.24	4,000.00	16,619.24	515.5%
6520 · Boat	455.00	1,500.00	-1,045.00	30.3%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	964.24	7,000.00	-6,035.76	13.8%
6542 · Equipment Rental	1,440.25	1,500.00	-59.75	96.0%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	4,185.00	4,500.00	-315.00	93.0%
6570 · Lake Weed Treatment	33,516.10	50,000.00	-16,483.90	67.0%
6580 · Erosion Control/Matching Fund	0.00	0.00	0.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	2,290.44	2,300.00	-9.56	99.6%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%

10:35 AM
11/04/15
Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through October 2015

	Jan - Oct 15	Budget	\$ Over Budget	% of Budget
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6660 · Dredging/Engineering	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	0.00	46,000.00	-46,000.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,017.00	2,000.00	-983.00	50.9%
6681 · Fireworks	6,500.00	7,000.00	-500.00	92.9%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	726.49	500.00	226.49	145.3%
6701 · Barge	0.00	70,000.00	-70,000.00	0.0%
6702 · Push Boat/Motors	0.00	40,000.00	-40,000.00	0.0%
6703 · Excavator	0.00	90,000.00	-90,000.00	0.0%
Total Expense	342,527.65	691,753.00	-349,225.35	49.5%
Net Income	45,587.28	-36,553.00	82,140.28	-124.7%



Lake Lemon Conservancy District

Date: October 31, 2015

ALLOWANCE OF VOUCHERS

Lance Eberle
Treasurer

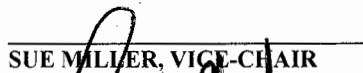
(Report of Claims)

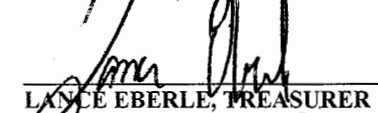
(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 6 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$16,452.08

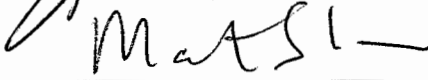
Dated this 18th Day of November 2015

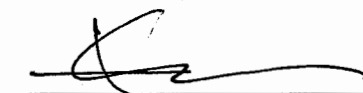
Signature of Governing Board


PAM DUGAN, CHAIRMAN

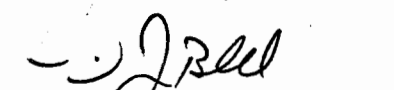

SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARTY MANN, Sub-Area III


JOHN SCHELL, Sub-Area IV


ANDREW HOFFMAN, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

10:36 AM

11/04/15

LAKE LEMON CONSERVANCY
Check Detail
 October 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3630	10/2/2015	LOWE'S COMPANI...		1000 · Peoples Sta...		-34.16
					6240 · Building & G...	-34.16	34.16
TOTAL						-34.16	34.16
Check	3631	10/5/2015	ADAM CASEY		1000 · Peoples Sta...		-306.51
					6040 · Health Insur...	-306.51	306.51
TOTAL						-306.51	306.51
Check	3632	10/6/2015	KLEINDORFER HA...		1000 · Peoples Sta...		-66.81
					6251 · Dredging Su...	-66.81	66.81
TOTAL						-66.81	66.81
Check	3633	10/6/2015	B & B WATER CORP		1000 · Peoples Sta...		-181.46
					6470 · Water	-181.46	181.46
TOTAL						-181.46	181.46
Check	3634	10/6/2015	BROWN CO DEM...		1000 · Peoples Sta...		-8.69
					6430 · Ads	-8.69	8.69
TOTAL						-8.69	8.69
Check	3635	10/6/2015	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	3636	10/6/2015	BLOOMINGTON H...		1000 · Peoples Sta...		-66.45
					6240 · Building & G...	-66.45	66.45
TOTAL						-66.45	66.45
Check	3637	10/9/2015	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00

10:36 AM

11/04/15

LAKE LEMON CONSERVANCY
Check Detail
October 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3638	10/9/2015	STEVE'S PEST CO...		1000 · Peoples Sta...		-195.00
					6350 · Other Prof/S...	-195.00	195.00
TOTAL						-195.00	195.00
Check	3639	10/9/2015	BLUE TIDE PROD...		1000 · Peoples Sta...		
TOTAL						0.00	0.00
Check	3640	10/9/2015	BRANDEIS		1000 · Peoples Sta...		-964.24
					6541 · Dredging Eq...	-964.24	964.24
TOTAL						-964.24	964.24
Check	3641	10/9/2015	HOOSIER TIMES, I...		1000 · Peoples Sta...		-8.53
					6430 · Ads	-8.53	8.53
TOTAL						-8.53	8.53
Check	3642	10/9/2015	CARMIN PARKER ...		1000 · Peoples Sta...		-297.50
					6320 · Attorney	-297.50	297.50
TOTAL						-297.50	297.50
Check	3643	10/9/2015	REPUBLIC SERVI...		1000 · Peoples Sta...		-145.09
					6480 · Trash	-145.09	145.09
TOTAL						-145.09	145.09
Check	3644	10/9/2015	AQUATIC CONTR...		1000 · Peoples Sta...		-4,086.50
					6570 · Lake Weed ...	-4,086.50	4,086.50
TOTAL						-4,086.50	4,086.50
Check	3645	10/9/2015	CITY OF BLOOMIN...		1000 · Peoples Sta...		-20.00
					6560 · Water Testing	-20.00	20.00
TOTAL						-20.00	20.00

10:36 AM

11/04/15

LAKE LEMON CONSERVANCY
Check Detail
 October 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3646	10/9/2015	STAPLES CREDIT ...		1000 · Peoples Sta...		-204.96
					6240 · Building & G...	-204.96	204.96
TOTAL						-204.96	204.96
Check	3647	10/9/2015	BLUE TIDE PROD...		1000 · Peoples Sta...		-120.00
					6350 · Other Prof/S...	-120.00	120.00
TOTAL						-120.00	120.00
Check	3648	10/19/2015	INDIANA DEPT OF...		1000 · Peoples Sta...		-128.51
					6020 · State Unem...	-128.51	128.51
TOTAL						-128.51	128.51
Check	3654	10/21/2015	US POST MASTER		1000 · Peoples Sta...		-49.00
					6180 · Postage	-49.00	49.00
TOTAL						-49.00	49.00
Check	3655	10/23/2015	SCI REMC		1000 · Peoples Sta...		-382.95
					6460 · Electric	-382.95	382.95
TOTAL						-382.95	382.95
Check	3656	10/23/2015	COMCAST CABLE		1000 · Peoples Sta...		-208.79
					6370 · Phone, LDT,...	-208.79	208.79
TOTAL						-208.79	208.79
Check	3657	10/23/2015	SUSAN SNIDER S...		1000 · Peoples Sta...		-66.14
					6170 · Miscellaneou...	-66.14	66.14
TOTAL						-66.14	66.14
Check	3658	10/23/2015	KNIGHT TRASH R...		1000 · Peoples Sta...		-78.75
					6480 · Trash	-78.75	78.75
TOTAL						-78.75	78.75

10:36 AM

11/04/15

LAKE LEMON CONSERVANCY

Check Detail

October 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3659	10/23/2015	MONROE TUFF-JON		1000 · Peoples Sta...		-608.00
					6490 · Port-O-Lets	-608.00	608.00
TOTAL						-608.00	608.00
Check	3660	10/23/2015	VISA		1000 · Peoples Sta...		-420.21
					6180 · Postage	-51.94	51.94
					6240 · Building & G...	-76.71	76.71
					6251 · Dredging Su...	-291.56	291.56
TOTAL						-420.21	420.21

Total October

\$ 10,910.75

10:43 AM

11/13/15

LAKE LEMON CONSERVANCY

Payroll Summary

October 2015

	Casey, Adam W			Hopkins, Joseph S			Nguyen, Christopher X			Snooks, Franklin A	
	Hours	Rate	Oct 15	Hours	Rate	Oct 15	Hours	Rate	Oct 15	Hours	Rate
Employee Wages, Taxes and Adjustments											
Gross Pay											
Salary			4,000.00			0.00			0.00		
6110-OVERTIME			0.00			0.00			0.00		
Reg. Pay-6070			0.00	51.5	10.50	540.75	51.25	10.50	538.13	25.75	10.50
Reg. Pay-6110			0.00			0.00			0.00		
Reg. Pay-6113			0.00			0.00			0.00		
Total Gross Pay			4,000.00	51.5		540.75	51.25		538.13	25.75	
Deductions from Gross Pay											
Insurance			0.00			0.00			0.00		
Retirement			-120.00			0.00			0.00		
Total Deductions from Gross Pay			-120.00			0.00			0.00		
Adjusted Gross Pay			3,880.00	51.5		540.75	51.25		538.13	25.75	
Taxes Withheld											
Federal Withholding			-602.00			-2.00			-35.00		
Medicare Employee			-58.00			-7.85			-7.80		
Social Security Employee			-248.00			-33.53			-33.37		
IN - Withholding			-128.04			-17.84			-17.76		
Hamilton Co			0.00			0.00			0.00		
Monroe Co.			-42.48			-5.92			-5.62		
Total Taxes Withheld			-1,078.52			-67.14			-99.55		
Net Pay			2,801.48	51.5		473.61	51.25		438.58	25.75	
Employer Taxes and Contributions											
Federal Unemployment			0.00			2.61			3.23		
Medicare Company			58.00			7.85			7.80		
Social Security Company			248.00			33.53			33.37		
IN - Unemployment Company			0.00			3.86			3.84		
Total Employer Taxes and Contributions			306.00			47.85			48.24		

10:43 AM

11/6/15

LAKE LEMON CONSERVANCY
Payroll Summary
October 2015

	Snooks...	VanTassel, James P		TOTAL			
	Oct 15	Hours	Rate	Oct 15	Hours	Rate	Oct 15
Employee Wages, Taxes and Adjustments							
Gross Pay							
Salary	0.00			0.00			4,000.00
6110-OVERTIME	0.00		25.50	0.00			0.00
Reg. Pay-6070	270.38			0.00	128.50		1,349.26
Reg.Pay-6110	0.00	123.25	17.00	2,095.25	123.25		2,095.25
Reg.Pay-6113	0.00		17.00	0.00			0.00
Total Gross Pay	270.38	123.25		2,095.25	251.75		7,444.51
Deductions from Gross Pay							
Insurance	0.00			0.00			0.00
Retirement	0.00			0.00			-120.00
Total Deductions from Gross Pay	0.00			0.00			-120.00
Adjusted Gross Pay	270.38	123.25		2,095.25	251.75		7,324.51
Taxes Withheld							
Federal Withholding	-8.00			-247.00			-894.00
Medicare Employee	-3.92			-30.38			-107.95
Social Security Employee	-16.77			-129.91			-461.58
IN - Withholding	-8.92			-69.15			-241.71
Hamilton Co	0.00			-20.96			-20.96
Monroe Co.	-2.96			0.00			-56.98
Total Taxes Withheld	-40.57			-497.40			-1,783.18
Net Pay	229.81	123.25		1,597.85	251.75		5,541.33
Employer Taxes and Contributions							
Federal Unemployment	1.62			0.00			7.46
Medicare Company	3.92			30.38			107.95
Social Security Company	16.77			129.91			461.58
IN - Unemployment Company	1.93			0.00			9.63
Total Employer Taxes and Contributions	24.24			160.29			586.62



Lake Lemon Conservancy District

RESOLUTION 11-15-08

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

IT IS THEREFORE RESOLVED AND ESTABLISHED that the dates, times and locations of the LLCD Board meetings for 2016 are as follows:

Board of Directors Meetings are **January 20th, March 16th, April 20th, May 18th, September 21st, October 19th, November 16th and December 21st** at **6:00 P.M.**, located at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**. The **June 18th, July 23rd, and August 20th** meeting will be on **Saturday** at **10:00 A.M.** in the **Riddle Point Park Shelter**.

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

The Annual LLCD Meeting will be **February 3rd, 2016** at **6:00 P.M.** at the **Benton Township Senior Citizens Building (7616 E St. Rd. 45)**.

PRESENTED to the Board of Directors of the LLCD this 18th Day of November 2015.

ADOPTED BY THE FOLLOWING VOTE:

AYE

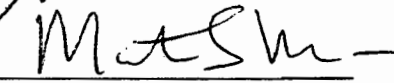
PAM DUGAN, CHAIRMAN

NAY

ABSTAIN


SUE MILLER, VICE-CHAIR


LANCE EBERLE, TREASURER


MARTY MANN, Sub-Area III


JOHN SCHELL, Sub-Area III


ANDREW HOFFMAN, Sub-Area V


MIKE BLACKWELL, Sub-Area VII

ATTEST: 
LLCD Board Recorder

**Proposed Schedule of 2016 Board Meeting Dates, Times, and
Locations**

Month	Tentative Agenda Items
6:00 PM, January 20 th (Wed) SB*	<ul style="list-style-type: none"> • Approve Annual Weed Control Contract • Appointment of Election Clerks (If Necessary) • Approval of Stone Hauling Agreement • Approve IU Rowing Special Event Request for Current Year • Review Dam/Spillway Inspection Report (Every Other Year)
6:00 PM, February 3 rd (Annual Meeting) (Wed) SB*	<ul style="list-style-type: none"> • Board Election • Treasurer's Annual Report • Manager's Annual Report • Election of Officers
6:00 PM, March 16 th (Wed) SB*	<ul style="list-style-type: none"> • Renew Annual Fireworks Agreement • Renew Annual Mowing Contract • Approve Triathlon Special Event Request • Discuss Lake Debris Removal for Current Year • Approve Barge Priorities for Current Year • Board Conflict of Interest- Signatures
6:00 PM, April 20 th (Wed) SB*	<ul style="list-style-type: none"> • Renew IU Water Testing Agreement (Every Other Year) • Review Annual Water Testing Results • Renew "Mechanics" Agreement for Barge Equipment
6:00 PM, May 18 th (Wed) SB*	<ul style="list-style-type: none"> • Budget Time Line for Coming Year • Approve Dam/Spillway Inspection Contracts (Every Other Year)
10:00 AM, June 18 th (Sat) RP**	<ul style="list-style-type: none"> • Annual Picnic • First Public Discussion of 2016 Budget
10:00 AM, July 23 rd (Sat) RP**	<ul style="list-style-type: none"> • Second Public Discussion of 2016 Budget
10:00 AM, August 20 th (Sat) RP**	<ul style="list-style-type: none"> • Third Public Discussion of 2016 Budget
6:00 PM, September 21 st (Wed) SB*	<ul style="list-style-type: none"> • Public Hearing on 2016 Proposed Budget • Vegetation Treatment: Final Update • Initial Winter Drawdown Discussion
6:00 PM, October 19 th (Wed) SB*	<ul style="list-style-type: none"> • Resolution: Adoption of 2016 Annual Budget • Resolution: Statement of Salaries and Wages for 2016 • Resolution: Approval of 2016 Fees and Charges • Announcement of Board of Director's Election • Winter Drawdown Discussion

6:00 PM, November 16 th (Wed) SB*	<ul style="list-style-type: none"> • Resolution: Board Meeting Dates for 2016 • Agreements <ul style="list-style-type: none"> ◦ Surplus Parcel Sublease ◦ Commercial Surplus Parcel Sublease • Marina/Club Agreements <ul style="list-style-type: none"> ◦ Bloomington Yacht Club ◦ IU Sailing Club ◦ Schell Marina, LLC • Riddle Point Park – Property Use Agreements <ul style="list-style-type: none"> ◦ Boys and Girls Club of Bloomington ◦ Riddle Point Rowing Association, Inc. •
6:00 PM, December 21 st (Wed) SB*	<ul style="list-style-type: none"> • Renew Clark Agreement for Disposal Site • Cumulative Maintenance Fund Transfer to CD • Transfer of Funds • Schell Marina – Marina Club Agreement • Schell Marina – Service Agreement, Sale of Permits • Conflict of Interest Forms <ul style="list-style-type: none"> ◦ Schell – Marina Club/Service Agreements ◦ Eberle – Insurance Provider • Review District's Insurance Policies • Agreements <ul style="list-style-type: none"> ◦ Insurance Services Agreement ◦ Accounting Services Agreement ◦ Attorney Services Agreement

All Board Meetings will include an approval of previous meeting minutes, budget highlights, and Report of Claims

* Senior Citizens Building

** Riddle Point Park Shelter House

— December meeting change to December 14th, Second Wednesday 2016



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, 2016 to December 31, 2016.
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 18th day of November, 2015.

**LAKE LEMON
CONSERVANCY DISTRICT**

By its Board of Directors

Pam Dugan, 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

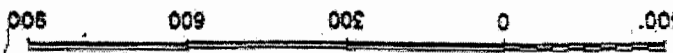
Date

Address

Phone number in case of emergency

City of Bloomington
Utilities Engineering
dbu
Scale: 1" = 300'

N



For reference only; this information NOT warranted.

By: groyd
30 Oct 01
File: LRiddaBGC

Exhibit A - Leased Premises
Exhibit B - Additional Premises

Riddle Point Park
showing Boys & Girls Club (BGC) areas leased from the City

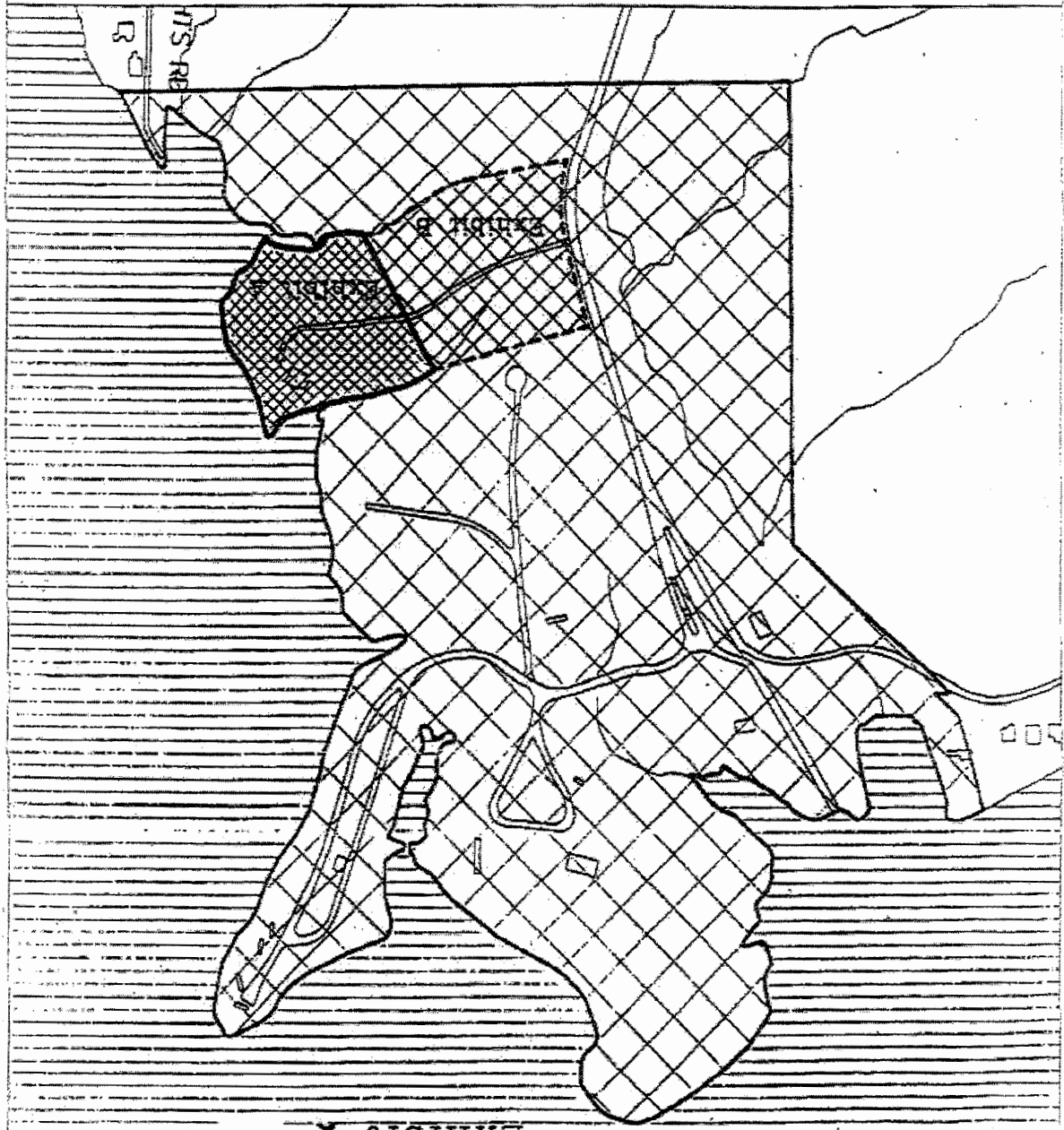


Exhibit 2



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 2016, 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, 2016.
 - 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 18th day of November, 2015.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: _____

By: _____
Name Printed: Adam Casey
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 2016, 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, 2016.
 - 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 18th day of November, 2015.

MARINA/CLUB:

By: _____
Name Printed: _____

Mailing Address: _____

Telephone: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: Adam Casey
Title: Manager

CITY OF BLOOMINGTON UTILITIES

By: _____
John Langley, Assistant Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

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Date of Check _____ Check Number _____ Check Amount _____



Lake Lemon Conservancy District

RIDDLE POINT PARK USE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. Lake Lemon Conservancy District (LLCD) hereby grants RPRA permission and authorization to access and utilize Riddle Point Park and Lake Lemon in conjunction with and consistent with the terms of the Memorandum of Understanding with the Boys and Girls Club of Bloomington and as further provided by this Agreement. This Agreement commences on January 1, 2016 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 18th day of November, 2015.

**RIDDLE POINT
ROWING ASSOCIATION:**

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Pam Dugan, Chairman, Board of Directors
Lake Lemon Conservancy District

Address: PO BOX 1161

Nasvhille, IN 47448



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, 2016 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, IU has installed fixtures in Lake Lemon to create a rowing course on Lake Lemon. If the use of such fixtures is to be discontinued by IU or the special use permit revoked, canceled or terminated for any reason, IU shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of Indiana University. The parties acknowledge that in addition to the fixtures installed in Lake Lemon, as referenced above, IU may utilize temporary event fixtures, which fixtures shall be installed and removed on the day of the rowing event by IU.

3. IU shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCD or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University 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 LLCD and CBU.
5. IU shall pay to LLCD a special use permit fee of Eight Hundred Twenty Five Dollars (\$825.00) for a Big Ten/ACC Regatta on April 2, 2016 and One Thousand Five Hundred Dollars (\$1,500.00) for the Dale England Cup Regatta on April 22-23, 2016. Permit fees paid in full at least thirty (30) days prior to event date. No additional daily use or launch fees shall be charged for watercraft involved in the events. All specific events and dates must be approved, in advance, by LLCD, which approval shall include written notification by LLCD in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCD, IU shall provide a written, specific Event Plan which plan will incorporate all relevant rules and regulations for the event, the steps taken by IU and the LLCD to cooperatively host said event and the respective duties of each party relating to the specific event. The Event Plan will be approved by both parties, in writing, and signed by the LLCD and IU and shall be incorporated as a part of this Agreement as an Addendum, as if fully set forth herein.
7. In the event of a breach of this Agreement the non-breaching party may:
 - 1) Terminate this Agreement;
 - 2) Seek any remedy available in law or equity; and/or
 - 3) LLCD may revoke the special use permit upon breach by IU

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

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

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 18th day of November, 2015.

INDIANA UNIVERSITY:

By: _____

Name Printed: _____

Address: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____

Adam Casey
Manager

CITY OF BLOOMINGTON UTILITIES

By: _____

John Langley
Deputy Director

Addendum

Date: November 5, 2015

To: Adam Casey, Lake Lemon Conservancy District Manager
Lake Lemon Conservancy Board Members

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

Re: Event Plan for two home regattas on Lake Lemon in Spring of 2016

The Indiana University Athletics Department would like to host two regattas on Lake Lemon this coming spring: the Big Ten/ACC Double Dual on April 2, 2016, and our 8th Annual Dale England Cup Regatta on April 22 & 23, 2016.

The Big Ten /ACC Double Dual will feature crews from Iowa, Louisville and Notre Dame while the Dale England Cup would feature crews from the Duke University, the US Naval Academy 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 both events, we are requesting use of the Park and Shelter, and that no fishing tournaments be held on those days like we have with our past regattas. So according to the LCCD fee schedule, for the one day Big Ten/ACC Double Dual, IU would pay a fee of \$825, and for the two day Dale England Cup event, IU would pay \$1,500.

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 .
 - 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) One dock from the IU Rowing 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 dock would be moved over to Riddle Point on the Thursday before the event and moved back to the IU property on the Sunday or 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.

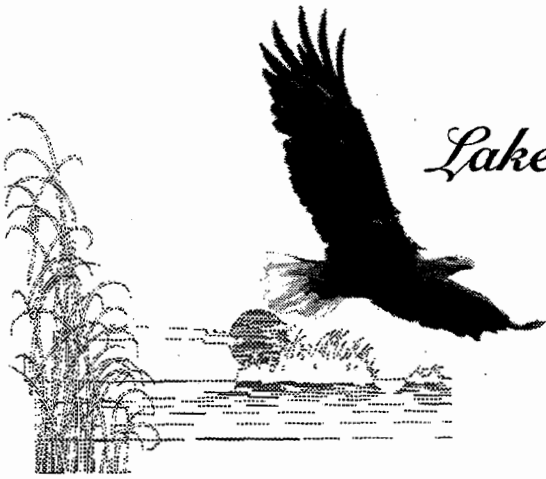
- h) Portable toilets would be brought in and located near the bathhouse and out on Riddle Point for all competitors/spectators and paid for by the IU Athletic Department.
 - i) All parking and regatta operations will be conducted by the IU Athletics Department.
2. Installation of the 2,000 meter sprint course.
- a) Three buoy lines will be installed to meet championship standards.
 - b) Installation of the course take place the beginning of March (when weather permits) for team practice and course evaluation.
 - c) Cables and buoys will be removed by Friday, May 6th.
 - 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, 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.

Again, in consideration for the expanded use of Lake Lemon and Riddle Point Park, the Indiana University Athletics Dept. would pay a \$825 fee for the Big Ten/ACC Double Dual regatta and a \$1,500 fee for the Dale England Cup regatta, or \$2325.00 total.

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

Sincerely,

Steve Peterson, 856-4485



Lake Lemon Conservancy District

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 2016, 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, 2016.
 - 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 18th day of November, 2015.

MARINA/CLUB:

By: _____
Name Printed: _____

Mailing Address: _____

Telephone: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: Adam Casey
Title: Manager

CITY OF BLOOMINGTON UTILITIES

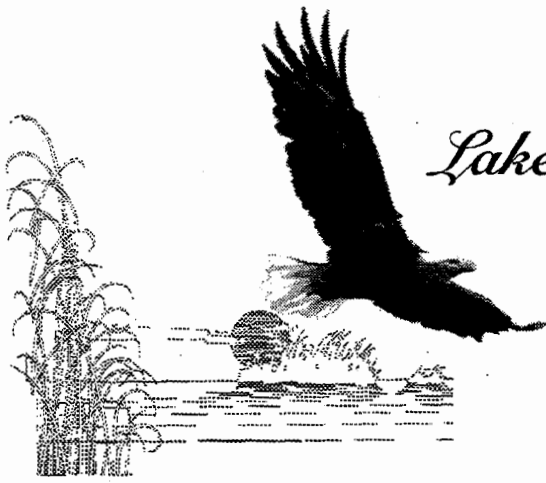
By: _____
John Langley, Assistant Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

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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 **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 2016, 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, 2016.
 - 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 18th day of November, 2015.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: _____

By: _____
Name Printed: Adam Casey
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 18th day of November, 2015, 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, 2016 to December 31, 2016.

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 LLCD.

7. Liability. The LLCD 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 LLCD 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 LLCD from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Marina's services under this Agreement. The LLCD 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 LLCD.

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 LLCD 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

EXTENSION AGREEMENT

LAND USE

This Extension Agreement is entered into by and between KENNETH D. CLARK and EDITH A. CLARK ("CLARK") and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD") this 18th day of November, 2015. The parties agree as follows:

1. Pursuant to Section 2.02 of the LAND USE AGREEMENT ("Agreement") between the parties, dated October 15th, 2014, the Agreement may be renewed under the same terms and conditions for successive one (1) year periods for a cumulative total of three (3) years, by LLCD giving notice of renewal, in writing, to CLARK. By this Extension Agreement, notice of renewal is herein provided by LLCD and accepted by CLARK and the AGREEMENT is hereby extended for a one (1) year term to commence on January 1, 2016 and end on December 31, 2016, except if terminated as provided by the Agreement.
2. All terms and conditions of original Land Use Agreement dated October 15th, 2014 remain in full force and effect except as amended herein.

So Agreed on the date first written above.

KENNETH D. CLARK

EDITH A. CLARK

LAKE LEMON CONSERVANCY DISTRICT

By: _____

Printed Name: Pam Dugan
Its Chairman, Board of Directors

Prepared by:
Angela F. Parker, Attorney-at-Law
ANDREWS, HARRELL, MANN, CARMIN & PARKER, P.C.
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