

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
City of Bloomington Utilities Building
December 14, 2017
6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval Board Meeting Minutes (PD)
 - A. October 26, 2017 Meeting Minutes
- III. Treasurer's Report (LE)
 - A. October & November 2017 Financial Highlights
 - B. October & November 2017 Report of Claims Approval
 - C. CD Renewal Advice
 - D. Cumulative Maintenance Fund Transfer to Certificate of Deposit
 - E. Transfer of Funds
- IV. Insurance Review (LE)
 - A. Lance Eberle – First Insurance Group
 - B. 2018 First Insurance Group, Inc – Insurance Service Agreement
- V. Conflict of Interest Forms (PD)
 - A. Lora Schell – Marina/Club Agreement & Boat Permit Sales
- VI. Manager's Report (AC)
 - A. Approval of 2018 Agreements
 - 1. 2018 Surplus Parcel Agreement: Freeholders
 - 2. 2018 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
 - 3. 2018 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
 - 4. 2018 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - 5. 2018 Marina/Club Agreement: BYC
 - 6. 2018 Marina/Club Agreement: IU Sailing Club
 - 7. 2018 Riddle Point Park Use Agreement: RPRA

8. 2018 IU Rowing Team Agreement
9. 2018 Watkins Accounting – Accounting Services Agreement
10. 2018 Carmin Parker PC – Legal Services Agreement
11. 2018 Schell Marina, LLC – Marina/Club Agreement
12. 2018 Schell Marina, LLC – Service Agreement, Sale of Boat Permits

B. 2018 Board Election Update

- | | | |
|-------|--|-------|
| VII. | Strategic Planning Committee | (MJB) |
| | A. Media Relations Policy | |
| | B. Accessibility Evaluation Study | |
| | C. General Update | |
| VIII. | Public Comment | (PD) |
| IX. | New Business / Correspondence for Future Agenda | (PD) |
| | A. Next Board Meeting: January 25, 2018; 6:00pm Utilities Building | |
| X. | Adjournment | (PD) |



Lake Lemon Conservancy District

MONTHLY MEETING

City of Bloomington Utilities Building

December 14, 2017 6:00 PM

Name	Lake Address	District
Steve Langbein	4703 Point Lawn	6
VINCENT BRET	6466 SHORE	7
SCOTT ADAMSON	4184 WALSER LAKE	7

**Lake Lemon Conservancy District
Board of Directors Meeting Minutes
City of Bloomington utilities Building
October 26, 2017**

The October 26, 2017 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the City of Bloomington Utilities Building and was called to order by Chairman Pam Dugan at 6:00 PM.

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

I. Opening Comments/Call to order (Dugan)

II. Approval of September 28, 2017 Board Meeting Minutes (Dugan)

MARY JANE MOTIONED TO APPROVE THE SEPTEMBER 28, 2017 BOARD MEETING MINUTES. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

III. Treasurer’s Report (Blackwell)

- a. September Financial Highlights
 - i. Income: \$5,915.00
 - ii. Expenditures: \$29,002.00
- b. Report of Claims Approval for September 2017

DUGAN MOTIONED TO APPROVE THE REPORT OF CLAIMS FOR SEPTEMBER 2017. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.

- c. Adoption of 2018 Annual Budget and 2018 Statement of Salary and Wages:
Resolution 10-17-02

MILLER MOTIONED TO ADOPT RESOLUTION 10-17-02, 2018 ANNUAL BUDGET,. MARY JANE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED

- d. 2018 Fees & Charges Discussion and Approval of Resolution 10-17-03
 - i. Casey noted the reduction of the tournament boat fee for fishing tournaments from \$100.00 to \$50.00
 - ii. Implementation of commercial guide boat fee for \$500.00 per pass
 - iii. All other fees and charges remain the same from 2017

MARY JANE MOTIONED TO APPROVE 2018 FEES & CHARGES, RESOLUTION 10-17-03. WADZINSKI SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED

IV. 2018 Board Meeting Dates Resolution (10-17-04): Discussion / Approval (Dugan)

- a.) Discussion of cancelling November 22nd meeting due to Thanksgiving and moving December meeting from the 27th to Wednesday December, 12th

MARY JANE MOTIONED TO APPROVE RESOLUTION 10-17-04, MEETING DATES WITH THE EXCEPTION OF CANCELLING THE NOVEMBER 22nd MEETING AND MOVING THE DECEMBER 27th MEETING TO WEDNESDAY DECEMBER 12th. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED

V. Managers Report (Casey)

- a.) 2018 Board of Directors Election: Update
 - i. District II & VI Director positions are up for election at the February 2018 annual meeting (Sue Miller and Pam Dugan) for a full four year term. Nominations need to be submitted or postmarked to the Riddle Point Park Office Before December 1st. There are no nominations as of yet.
- b.) Winter Drawdown Discussion
 - i. Discussion of working with maintenance schedule of the railroad to try and work with them moving forward in terms of lake drawdown. Casey discussed possibility of drawing down lake every third year. Would allow freeholders to do necessary work. Last drawdown was winter of 2014 – 2015. Blackwell suggested working with engineering company to maximize efficiency of drawdown. Discussion was opened to Public.

BLACKWELL MOTIONED TO MAINTAIN LAKE LEVEL AT NORMAL POOL FOR WINTER OF 2017/18. MARY JANE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED

c.) Indiana Railroad / Water Level Update

- i. Railroad work finished on October 4th, 2017. Water level has risen approximately 3.5 inches. The lake is still about a foot and half below normal pool.

d.) Logging Update

- i. Casey discussed concerns of Indiana Forest Alliance and as well as the best management practices of the DNR.
- ii. The Board discussed monitoring the status of the logging actions. Talked about possibility of involving Dave Seastrum (Indiana Forest Alliance) as well as representatives from the DNR.

VI. Strategic Planning Committee: Update (Brown)

a) Update

- i.) SPC met October 13th with Jim Allen and Dwyane McCoy from DNR to discuss logging. Pam is drafting a letter to CBU Management to build stronger relationship with them.
- ii.) Susan Snyder Salmon has decided to step down from her work on Friends of Lake Lemon and will be leaving the Strategic Planning Committee.
- iii.) Susan Snyder Salmon has decided to step down from her work on Friends of Lake Lemon and will be leaving the Strategic Planning Committee.
- iv.) Adam Casey, Lance Eberle and Ann Worblewski will be meeting with Angela Parker to discuss fundraising for conservancy district and the formation of a 501c3.
- v.) Casey discussed plans to work with a graduate student from SPEA on developing a hazardous algae blooms action plan. Plan should be ready by spring of 2018
- vi.) Next SPC will be 3:30 PM on Friday November 10th, 2017 at the Lake Lemon Conservancy District Office

b) Media Relations

- i.) Discussed draft of media relations policy as Lake Lemon has been in the news more recently. Policy is available for review and a vote to pass the policy will be asked for at the next December meeting.

c) Sediment Management Project: Request for Proposal

- i.) Casey and Malcolm McClure have been speaking with multiple engineering companies who will provide proposals and what they think is the best option. Once these are received they will be presented to the board at which time the board will discuss pathways and select a company which they wish to use. \$50,000 has been budgeted for consulting companies.

VII. Public Comment

- a) Public comment focused on lake / fish health. Casey mentioned that a fishery survey would be taking place in the coming weeks.

VII.New Business / Correspondence for Future Agenda (Dugan)

- a.) The board will not be meeting in November, and the next board meeting will be taking place on Thursday, December 14th at the city of Bloomington Utilities Building at 6:00 PM.

VIII. Adjournment

MARY JANE MOTIONED TO ADJOURN THE OCTOBER 26th , 2017 BOARD OF DIRECTORS MEETING AT 6:50 PM. WADZINSKI SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED. MEETING ADJOURNED

RESPECTFULLY SUBMITTED BY:
Andrew O'Malia, Gatehouse Attendant

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2017 thru October 31, 2017

(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, 2017 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, 2017

LAKE LEMON CONSERVANCY
Balance Sheet
As of October 31, 2017

	<u>Oct 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	230,009.41
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	86,845.62
1050 · Savings Account	2,851.02
Total Checking/Savings	<u>436,014.90</u>
Total Current Assets	436,014.90
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	234,281.85
Total Fixed Assets	<u>725,786.21</u>
TOTAL ASSETS	<u><u>1,161,801.11</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,461.84
2020 · State & Co. Withholding Payable	230.44
Total Other Current Liabilities	<u>1,692.28</u>
Total Current Liabilities	<u>1,692.28</u>
Total Liabilities	1,692.28
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	474,315.43
Net Income	-15,737.95
Total Equity	<u>1,160,108.83</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,161,801.11</u></u>

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

October 2017

	Oct 17	Jan - Oct 17
Income		
4000 · Watercraft Permits	1,125.00	101,795.00
4010 · Launch Fees	572.00	21,008.00
4020 · Marina & Club Fees	0.00	9,125.00
4030 · Sublease & Access Fees	0.00	25,390.00
4040 · Property Tax - Brown Co.	0.00	37,911.16
4050 · Property Tax - Monroe Co.	0.00	113,377.99
4060 · Interest	117.03	785.58
4070 · Grants & Donations	5,000.00	11,234.00
4080 · Fishing Tournament	0.00	1,125.00
4090 · Park Reservations	250.00	4,500.00
4100 · Park Admission Fees	0.00	44,906.00
4130 · Dredging/Rip-Rap Income	0.00	17,992.16
Total Income	7,064.03	389,149.89
Expense		
6000 · Manager	3,923.08	41,192.34
6001 · Operations Supervisor	0.00	17,688.00
6010 · FICA	414.42	9,762.86
6020 · State Unemployment Tax	218.27	559.42
6025 · Merchant Fees	48.72	1,108.23
6030 · Retirement	557.08	8,950.10
6040 · Health Insurance	350.26	6,219.91
6070 · Gate Attendant	1,314.00	19,894.90
6111 · Dredger	0.00	15,041.50
6112 · Dredger (Other)	180.00	15,500.75
6113 · Assistant Dredger	0.00	7,001.00
6114 · Assistant Dredger (Other)	0.00	7,694.50
6115 · Dredger (Private)	0.00	2,893.50
6116 · Assistant Dredger (Private)	0.00	712.25
6120 · Season & Launch Permits	0.00	1,964.21
6130 · Daily Permits	0.00	467.70
6140 · Receipt/Tickets Books	0.00	484.01
6160 · Printer, Copier & Computer Supp	0.00	279.98
6170 · Miscellaneous-Other	0.00	1,504.85
6180 · Postage	0.00	753.61
6190 · General Business Supplies	0.00	787.66
6200 · Regular Gas	0.00	1,033.76
6210 · Diesel	351.98	6,569.92
6240 · Building & Grounds	182.08	6,007.66
6251 · Dredging Supplies	0.00	12,146.50
6252 · Rip Rap/Erosion Control	0.00	14,053.14
6290 · Signs & Nautical Markers	0.00	713.09
6300 · Accounting Services	450.00	5,400.00
6310 · Grass	1,760.00	10,560.00
6320 · Attorney	0.00	2,668.36
6350 · Other Prof/Secretarial Service	0.00	1,125.00
6370 · Phone, LDT, Pager, E-Mail	358.83	2,504.23
6390 · Hotel	0.00	204.02
6400 · Meals	0.00	75.69
6410 · Subscriptions	0.00	1,209.12
6430 · Ads	0.00	65.32
6440 · Other	0.00	963.55
6450 · Insurance	9,276.00	48,446.00
6460 · Electric	317.95	3,568.50
6470 · Water	52.11	553.74
6480 · Trash	193.47	1,727.40
6490 · Port-O-Lets	554.00	1,975.00
6500 · Pump Holding Tank	0.00	700.00
6510 · Building & Grounds Expense	225.00	4,519.61
6520 · Boat	0.00	748.00
6530 · Truck	0.00	338.22
6541 · Dredging Equipment Maintenance	92.71	5,837.76
6542 · Equipment Rental	0.00	28,860.05
6560 · Water Testing	0.00	100.00
6570 · Lake Weed Treatment	0.00	51,539.50

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
October 2017

	<u>Oct 17</u>	<u>Jan - Oct 17</u>
6600 · 6% MarinaPermit Sales	0.00	1,948.74
6620 · Dam/Spillway Inspection	0.00	9,733.78
6661 · Disposal Site Preparation	0.00	10,761.90
6680 · Other Services and Charges	0.00	1,269.00
6681 · Fireworks	0.00	6,500.00
6703 · Excavator	0.00	0.00
Total Expense	<u>20,819.96</u>	<u>404,887.84</u>
Net Income	<u><u>-13,755.93</u></u>	<u><u>-15,737.95</u></u>

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through October 2017

	Jan - Oct 17	Jan - Oct 16	\$ Change	% Change
Income				
4000 · Watercraft Permits	101,795.00	111,678.00	-9,883.00	-8.9%
4010 · Launch Fees	21,008.00	22,177.00	-1,169.00	-5.3%
4020 · Marina & Club Fees	9,125.00	8,937.50	187.50	2.1%
4030 · Sublease & Access Fees	25,390.00	23,700.00	1,690.00	7.1%
4040 · Property Tax - Brown Co.	37,911.16	37,274.21	636.95	1.7%
4050 · Property Tax - Monroe Co.	113,377.99	116,866.36	-3,488.37	-3.0%
4060 · Interest	785.58	1,145.08	-359.50	-31.4%
4070 · Grants & Donations	11,234.00	7,678.00	3,556.00	46.3%
4080 · Fishing Tournament	1,125.00	1,850.00	-725.00	-39.2%
4090 · Park Reservations	4,500.00	3,950.00	550.00	13.9%
4100 · Park Admission Fees	44,906.00	39,960.00	4,946.00	12.4%
4120 · Other Income	0.00	4,367.10	-4,367.10	-100.0%
4130 · Dredging/Rip-Rap Income	17,992.16	14,116.52	3,875.64	27.5%
Total Income	389,149.89	393,699.77	-4,549.88	-1.2%
Expense				
6000 · Manager	41,192.34	42,000.00	-807.66	-1.9%
6001 · Operations Supervisor	17,688.00	31,250.00	-13,562.00	-43.4%
6010 · FICA	9,762.86	10,734.86	-972.00	-9.1%
6020 · State Unemployment Tax	559.42	419.19	140.23	33.5%
6025 · Merchant Fees	1,108.23	961.02	147.21	15.3%
6030 · Retirement	8,950.10	10,115.62	-1,165.52	-11.5%
6040 · Health Insurance	6,219.91	6,807.36	-587.45	-8.6%
6070 · Gate Attendant	19,894.90	19,439.50	455.40	2.3%
6111 · Dredger	15,041.50	19,308.76	-4,267.26	-22.1%
6112 · Dredger (Other)	15,500.75	12,450.00	3,050.75	24.5%
6113 · Assistant Dredger	7,001.00	8,914.50	-1,913.50	-21.5%
6114 · Assistant Dredger (Other)	7,694.50	5,409.00	2,285.50	42.3%
6115 · Dredger (Private)	2,893.50	2,025.00	868.50	42.9%
6116 · Assistant Dredger (Private)	712.25	792.00	-79.75	-10.1%
6120 · Season & Launch Permits	1,964.21	1,754.48	209.73	12.0%
6130 · Daily Permits	467.70	197.90	269.80	136.3%
6140 · Receipt/Tickets Books	484.01	437.98	46.03	10.5%
6150 · Checks	0.00	167.78	-167.78	-100.0%
6160 · Printer, Copier & Computer Supp	279.98	566.05	-286.07	-50.5%
6170 · Miscellaneous-Other	1,504.85	411.03	1,093.82	266.1%
6180 · Postage	753.61	580.75	172.86	29.8%
6190 · General Business Supplies	787.66	743.15	44.51	6.0%
6200 · Regular Gas	1,033.76	3,963.03	-2,929.27	-73.9%
6210 · Diesel	6,569.92	4,870.55	1,699.37	34.9%
6240 · Building & Grounds	6,007.66	4,643.59	1,364.07	29.4%
6250 · Boat/Weed Harvester/Truck	0.00	761.33	-761.33	-100.0%
6251 · Dredging Supplies	12,146.50	7,750.26	4,396.24	56.7%
6252 · Rip Rap/Erosion Control	14,053.14	7,564.86	6,488.28	85.8%
6290 · Signs & Nautical Markers	713.09	1,380.00	-666.91	-48.3%
6300 · Accounting Services	5,400.00	4,500.00	900.00	20.0%
6310 · Grass	10,560.00	10,560.00	0.00	0.0%
6320 · Attorney	2,668.36	2,660.87	7.49	0.3%
6350 · Other Prof/Secretarial Service	1,125.00	9,833.44	-8,708.44	-88.6%
6370 · Phone, LDT, Pager, E-Mail	2,504.23	2,165.85	338.38	15.6%
6390 · Hotel	204.02	166.00	38.02	22.9%
6400 · Meals	75.69	0.00	75.69	100.0%
6410 · Subscriptions	1,209.12	385.48	823.64	213.7%
6430 · Ads	65.32	235.74	-170.42	-72.3%
6440 · Other	963.55	1,060.70	-97.15	-9.2%
6450 · Insurance	48,446.00	41,206.00	7,240.00	17.6%
6460 · Electric	3,568.50	4,058.50	-490.00	-12.1%
6470 · Water	553.74	444.88	108.86	24.5%
6480 · Trash	1,727.40	1,305.96	421.44	32.3%
6490 · Port-O-Lets	1,975.00	1,230.00	745.00	60.6%
6500 · Pump Holding Tank	700.00	400.00	300.00	75.0%
6510 · Building & Grounds Expense	4,519.61	9,071.41	-4,551.80	-50.2%
6520 · Boat	748.00	694.00	54.00	7.8%
6530 · Truck	338.22	0.00	338.22	100.0%
6541 · Dredging Equipment Maintenance	5,837.76	2,602.11	3,235.65	124.4%

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11/03/17

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through October 2017

	Jan - Oct 17	Jan - Oct 16	\$ Change	% Change
6542 · Equipment Rental	28,860.05	15,380.41	13,479.64	87.6%
6560 · Water Testing	100.00	2,189.00	-2,089.00	-95.4%
6570 · Lake Weed Treatment	51,539.50	38,689.90	12,849.60	33.2%
6600 · 6% MarinaPermit Sales	1,948.74	2,129.46	-180.72	-8.5%
6620 · Dam/Spillway Inspection	9,733.78	0.00	9,733.78	100.0%
6661 · Disposal Site Preparation	10,761.90	870.02	9,891.88	1,137.0%
6680 · Other Services and Charges	1,269.00	1,000.00	269.00	26.9%
6681 · Fireworks	6,500.00	6,500.00	0.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6703 · Excavator	0.00	0.00	0.00	0.0%
Total Expense	404,887.84	365,759.28	39,128.56	10.7%
Net Income	-15,737.95	27,940.49	-43,678.44	-156.3%

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11/03/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
January through October 2017

	Jan - Oct 17	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	101,795.00	115,000.00	-13,205.00	88.5%
4010 · Launch Fees	21,008.00	20,000.00	1,008.00	105.0%
4020 · Marina & Club Fees	9,125.00	9,000.00	125.00	101.4%
4030 · Sublease & Access Fees	25,390.00	27,000.00	-1,610.00	94.0%
4040 · Property Tax - Brown Co.	37,911.16	65,000.00	-27,088.84	58.3%
4050 · Property Tax -Monroe Co.	113,377.99	185,000.00	-71,622.01	61.3%
4060 · Interest	785.58	1,250.00	-464.42	62.8%
4070 · Grants & Donations	11,234.00	7,000.00	4,234.00	160.5%
4080 · Fishing Tournament	1,125.00	1,400.00	-275.00	80.4%
4090 · Park Reservations	4,500.00	4,000.00	500.00	112.5%
4100 · Park Admisioin Fees	44,906.00	37,000.00	7,906.00	121.4%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.00	0.00	0.00	0.0%
4130 · Dredging/Rip-Rap Income	17,992.16	15,000.00	2,992.16	119.9%
4140 · Dredging Equipment Loan Proceed	0.00	90,000.00	-90,000.00	0.0%
Total Income	389,149.89	576,650.00	-187,500.11	67.5%
Expense				
6000 · Manager	41,192.34	51,000.00	-9,807.66	80.8%
6001 · Operations Supervisor	17,688.00	41,000.00	-23,312.00	43.1%
6010 · FICA	9,762.86	13,500.00	-3,737.14	72.3%
6020 · State Unemployment Tax	559.42	800.00	-240.58	69.9%
6025 · Merchant Fees	1,108.23			
6030 · Retirement	8,950.10	13,000.00	-4,049.90	68.8%
6040 · Health Insurance	6,219.91	10,000.00	-3,780.09	62.2%
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	19,894.90	21,000.00	-1,105.10	94.7%
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	0.00	4,800.00	-4,800.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	15,041.50	22,800.00	-7,758.50	66.0%
6112 · Dredger (Other)	15,500.75	14,250.00	1,250.75	108.8%
6113 · Assistant Dredger	7,001.00	11,100.00	-4,099.00	63.1%
6114 · Assistant Dredger (Other)	7,694.50	5,550.00	2,144.50	138.6%
6115 · Dredger (Private)	2,893.50	3,800.00	-906.50	76.1%
6116 · Assistant Dredger (Private)	712.25	1,850.00	-1,137.75	38.5%
6120 · Season & Launch Permits	1,964.21	1,700.00	264.21	115.5%
6130 · Daily Permits	467.70	400.00	67.70	116.9%
6140 · Receipt/Tickets Books	484.01	400.00	84.01	121.0%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	279.98	800.00	-520.02	35.0%
6170 · Miscellaneous-Other	1,504.85	1,300.00	204.85	115.8%
6180 · Postage	753.61	750.00	3.61	100.5%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

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11/03/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2017

	Jan - Oct 17	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	787.66	500.00	287.66	157.5%
6200 · Regular Gas	1,033.76	8,000.00	-6,966.24	12.9%
6210 · Diesel	6,569.92	10,000.00	-3,430.08	65.7%
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	6,007.66	10,000.00	-3,992.34	60.1%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	12,146.50	15,000.00	-2,853.50	81.0%
6252 · Rip Rap/Erosion Control	14,053.14	15,000.00	-946.86	93.7%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	350.00	-350.00	0.0%
6290 · Signs & Nautical Markers	713.09	3,500.00	-2,786.91	20.4%
6300 · Accounting Services	5,400.00	5,400.00	0.00	100.0%
6310 · Grass	10,560.00	10,560.00	0.00	100.0%
6320 · Attorney	2,668.36	4,000.00	-1,331.64	66.7%
6325 · Fish Managment Survey	0.00	4,000.00	-4,000.00	0.0%
6330 · Consulting Engineer	0.00	4,000.00	-4,000.00	0.0%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	1,125.00	2,000.00	-875.00	56.3%
6370 · Phone, LDT, Pager, E-Mail	2,504.23	2,900.00	-395.77	86.4%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	204.02	300.00	-95.98	68.0%
6400 · Meals	75.69	150.00	-74.31	50.5%
6410 · Subscriptions	1,209.12	350.00	859.12	345.5%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	65.32	500.00	-434.68	13.1%
6440 · Other	963.55	1,000.00	-36.45	96.4%
6450 · Insurance	48,446.00	43,000.00	5,446.00	112.7%
6460 · Electric	3,568.50	5,000.00	-1,431.50	71.4%
6470 · Water	553.74	750.00	-196.26	73.8%
6480 · Trash	1,727.40	1,500.00	227.40	115.2%
6490 · Port-O-Lets	1,975.00	2,000.00	-25.00	98.8%
6500 · Pump Holding Tank	700.00	800.00	-100.00	87.5%
6510 · Building & Grounds Expense	4,519.61	5,500.00	-980.39	82.2%
6520 · Boat	748.00	2,000.00	-1,252.00	37.4%
6530 · Truck	338.22	1,000.00	-661.78	33.8%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	5,837.76	25,000.00	-19,162.24	23.4%
6542 · Equipment Rental	28,860.05	2,000.00	26,860.05	1,443.0%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	100.00	4,500.00	-4,400.00	2.2%
6570 · Lake Weed Treatment	51,539.50	40,000.00	11,539.50	128.8%
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	1,948.74	2,300.00	-351.26	84.7%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%

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11/03/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2017

	Jan - Oct 17	Budget	\$ Over Budget	% of Budget
6620 · Dam/Spillway Inspection	9,733.78	0.00	9,733.78	100.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
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	10,761.90	40,000.00	-29,238.10	26.9%
6662 · Debt Service-Dredging Loan	0.00	21,000.00	-21,000.00	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	1,269.00	1,000.00	269.00	126.9%
6681 · Fireworks	6,500.00	6,500.00	0.00	100.0%
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	0.00	2,000.00	-2,000.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	0.0%
6703 · Excavator	87,870.00	90,000.00	-2,130.00	97.6%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	10,000.00	-10,000.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLCD Pick-up Truck	0.00	0.00	0.00	0.0%
Total Expense	492,757.84	635,060.00	-142,302.16	77.6%
Net Income	-103,607.95	-58,410.00	-45,197.95	177.4%

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2017 thru November 30, 2017

(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, 2017 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 4 , 2017

2:51 PM
12/04/17
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of November 30, 2017

	<u>Nov 30, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	216,707.63
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,017.13
1040 · CD's Cumulative Maint Fund	86,845.62
1050 · Savings Account	3,117.59
Total Checking/Savings	<u>422,987.97</u>
Total Current Assets	422,987.97
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	234,281.85
Total Fixed Assets	<u>725,786.21</u>
TOTAL ASSETS	<u><u>1,148,774.18</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	1,405.32
2020 · State & Co. Withholding Payable	214.18
Total Other Current Liabilities	<u>1,619.50</u>
Total Current Liabilities	<u>1,619.50</u>
Total Liabilities	1,619.50
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	561,661.22
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	474,315.43
Net Income	-28,692.10
Total Equity	<u>1,147,154.68</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,148,774.18</u></u>

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

November 2017

	Nov 17	Jan - Nov 17
Income		
4000 · Watercraft Permits	935.00	102,730.00
4010 · Launch Fees	55.00	21,063.00
4020 · Marina & Club Fees	0.00	9,125.00
4030 · Sublease & Access Fees	150.00	25,540.00
4040 · Property Tax - Brown Co.	0.00	37,911.16
4050 · Property Tax - Monroe Co.	0.00	113,377.99
4060 · Interest	274.85	1,060.43
4070 · Grants & Donations	0.00	11,234.00
4080 · Fishing Tournament	0.00	1,125.00
4090 · Park Reservations	0.00	4,500.00
4100 · Park Admission Fees	0.00	44,906.00
4130 · Dredging/Rip-Rap Income	0.00	17,992.16
Total Income	1,414.85	390,564.74
Expense		
6000 · Manager	3,923.08	45,115.42
6001 · Operations Supervisor	0.00	17,688.00
6010 · FICA	385.66	10,148.52
6020 · State Unemployment Tax	0.00	559.42
6025 · Merchant Fees	26.06	1,134.29
6030 · Retirement	557.08	9,507.18
6040 · Health Insurance	504.50	6,724.41
6070 · Gate Attendant	704.00	20,598.90
6111 · Dredger	0.00	15,041.50
6112 · Dredger (Other)	99.00	15,599.75
6113 · Assistant Dredger	0.00	7,001.00
6114 · Assistant Dredger (Other)	315.00	8,009.50
6115 · Dredger (Private)	0.00	2,893.50
6116 · Assistant Dredger (Private)	0.00	712.25
6120 · Season & Launch Permits	0.00	1,964.21
6130 · Daily Permits	0.00	467.70
6140 · Receipt/Tickets Books	0.00	484.01
6160 · Printer, Copier & Computer Supp	0.00	279.98
6170 · Miscellaneous-Other	0.00	1,504.85
6180 · Postage	147.00	900.61
6190 · General Business Supplies	42.98	830.64
6200 · Regular Gas	0.00	1,033.76
6210 · Diesel	0.00	6,569.92
6240 · Building & Grounds	21.00	6,028.66
6250 · Boat/Weed Harvester/Truck	267.14	267.14
6251 · Dredging Supplies	0.00	12,146.50
6252 · Rip Rap/Erosion Control	0.00	14,053.14
6290 · Signs & Nautical Markers	0.00	713.09
6300 · Accounting Services	450.00	5,850.00
6310 · Grass	0.00	10,560.00
6320 · Attorney	52.50	2,720.86
6350 · Other Prof/Secretarial Service	0.00	1,125.00
6370 · Phone, LDT, Pager, E-Mail	259.25	2,763.48
6390 · Hotel	0.00	204.02
6400 · Meals	0.00	75.69
6410 · Subscriptions	0.00	1,209.12
6430 · Ads	34.62	99.94
6440 · Other	35.49	999.04
6450 · Insurance	0.00	48,446.00
6460 · Electric	389.95	3,958.45
6470 · Water	52.11	605.85
6480 · Trash	108.59	1,835.99
6490 · Port-O-Lets	0.00	1,975.00
6500 · Pump Holding Tank	0.00	700.00
6510 · Building & Grounds Expense	0.00	4,519.61
6520 · Boat	952.99	1,700.99
6530 · Truck	0.00	338.22
6541 · Dredging Equipment Maintenance	0.00	5,837.76
6542 · Equipment Rental	0.00	28,860.05
6560 · Water Testing	5,041.00	5,141.00

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
November 2017

	<u>Nov 17</u>	<u>Jan - Nov 17</u>
6570 · Lake Weed Treatment	0.00	51,539.50
6600 · 6% Marina Permit Sales	0.00	1,948.74
6620 · Dam/Spillway Inspection	0.00	9,733.78
6661 · Disposal Site Preparation	0.00	10,761.90
6680 · Other Services and Charges	0.00	1,269.00
6681 · Fireworks	0.00	6,500.00
6703 · Excavator	0.00	0.00
Total Expense	<u>14,369.00</u>	<u>419,256.84</u>
Net Income	<u><u>-12,954.15</u></u>	<u><u>-28,692.10</u></u>

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through November 2017

	Jan - Nov 17	Jan - Nov 16	\$ Change	% Change
Income				
4000 · Watercraft Permits	102,730.00	112,735.00	-10,005.00	-8.9%
4010 · Launch Fees	21,063.00	22,522.00	-1,459.00	-6.5%
4020 · Marina & Club Fees	9,125.00	8,937.50	187.50	2.1%
4030 · Sublease & Access Fees	25,540.00	23,700.00	1,840.00	7.8%
4040 · Property Tax - Brown Co.	37,911.16	37,274.21	636.95	1.7%
4050 · Property Tax -Monroe Co.	113,377.99	116,866.36	-3,488.37	-3.0%
4060 · Interest	1,060.43	1,145.08	-84.65	-7.4%
4070 · Grants & Donations	11,234.00	12,678.00	-1,444.00	-11.4%
4080 · Fishing Tournament	1,125.00	1,850.00	-725.00	-39.2%
4090 · Park Reservations	4,500.00	3,950.00	550.00	13.9%
4100 · Park Admission Fees	44,906.00	39,960.00	4,946.00	12.4%
4120 · Other Income	0.00	4,367.10	-4,367.10	-100.0%
4130 · Dredging/Rip-Rap Income	17,992.16	14,116.52	3,875.64	27.5%
Total Income	390,564.74	400,101.77	-9,537.03	-2.4%
Expense				
6000 · Manager	45,115.42	46,200.00	-1,084.58	-2.4%
6001 · Operations Supervisor	17,688.00	34,375.00	-16,687.00	-48.5%
6010 · FICA	10,148.52	11,324.45	-1,175.93	-10.4%
6020 · State Unemployment Tax	559.42	419.19	140.23	33.5%
6025 · Merchant Fees	1,134.29	986.75	147.54	15.0%
6030 · Retirement	9,507.18	11,155.78	-1,648.60	-14.8%
6040 · Health Insurance	6,724.41	7,762.74	-1,038.33	-13.4%
6070 · Gate Attendant	20,598.90	19,979.50	619.40	3.1%
6111 · Dredger	15,041.50	19,308.76	-4,267.26	-22.1%
6112 · Dredger (Other)	15,599.75	12,450.00	3,149.75	25.3%
6113 · Assistant Dredger	7,001.00	8,914.50	-1,913.50	-21.5%
6114 · Assistant Dredger (Other)	8,009.50	5,409.00	2,600.50	48.1%
6115 · Dredger (Private)	2,893.50	2,025.00	868.50	42.9%
6116 · Assistant Dredger (Private)	712.25	792.00	-79.75	-10.1%
6120 · Season & Launch Permits	1,964.21	1,754.48	209.73	12.0%
6130 · Daily Permits	467.70	197.90	269.80	136.3%
6140 · Receipt/Tickets Books	484.01	437.98	46.03	10.5%
6150 · Checks	0.00	167.78	-167.78	-100.0%
6160 · Printer, Copier & Computer Supp	279.98	566.05	-286.07	-50.5%
6170 · Miscellaneous-Other	1,504.85	411.03	1,093.82	266.1%
6180 · Postage	900.61	665.75	234.86	35.3%
6190 · General Business Supplies	830.64	743.15	87.49	11.8%
6200 · Regular Gas	1,033.76	3,963.03	-2,929.27	-73.9%
6210 · Diesel	6,569.92	4,870.55	1,699.37	34.9%
6240 · Building & Grounds	6,028.66	5,322.82	705.84	13.3%
6250 · Boat/Weed Harvester/Truck	267.14	761.33	-494.19	-64.9%
6251 · Dredging Supplies	12,146.50	8,662.53	3,483.97	40.2%
6252 · Rip Rap/Erosion Control	14,053.14	7,564.86	6,488.28	85.8%
6290 · Signs & Nautical Markers	713.09	1,380.00	-666.91	-48.3%
6300 · Accounting Services	5,850.00	4,500.00	1,350.00	30.0%
6310 · Grass	10,560.00	10,560.00	0.00	0.0%
6320 · Attorney	2,720.86	2,660.87	59.99	2.3%
6350 · Other Prof/Secretarial Service	1,125.00	9,833.44	-8,708.44	-88.6%
6370 · Phone, LDT, Pager, E-Mail	2,763.48	2,402.84	360.64	15.0%
6390 · Hotel	204.02	166.00	38.02	22.9%
6400 · Meals	75.69	0.00	75.69	100.0%
6410 · Subscriptions	1,209.12	385.48	823.64	213.7%
6430 · Ads	99.94	235.74	-135.80	-57.6%
6440 · Other	999.04	1,217.85	-218.81	-18.0%
6450 · Insurance	48,446.00	42,779.10	5,666.90	13.3%
6460 · Electric	3,958.45	4,376.45	-418.00	-9.6%
6470 · Water	605.85	487.02	118.83	24.4%
6480 · Trash	1,835.99	1,305.96	530.03	40.6%
6490 · Port-O-Lets	1,975.00	1,534.00	441.00	28.8%
6500 · Pump Holding Tank	700.00	400.00	300.00	75.0%
6510 · Building & Grounds Expense	4,519.61	9,071.41	-4,551.80	-50.2%
6520 · Boat	1,700.99	694.00	1,006.99	145.1%
6530 · Truck	338.22	0.00	338.22	100.0%
6541 · Dredging Equipment Maintenance	5,837.76	3,070.31	2,767.45	90.1%

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12/04/17

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through November 2017

	Jan - Nov 17	Jan - Nov 16	\$ Change	% Change
6542 · Equipment Rental	28,860.05	15,380.41	13,479.64	87.6%
6560 · Water Testing	5,141.00	2,189.00	2,952.00	134.9%
6570 · Lake Weed Treatment	51,539.50	38,689.90	12,849.60	33.2%
6600 · 6% Marina Permit Sales	1,948.74	2,233.92	-285.18	-12.8%
6620 · Dam/Spillway Inspection	9,733.78	0.00	9,733.78	100.0%
6661 · Disposal Site Preparation	10,761.90	870.02	9,891.88	1,137.0%
6680 · Other Services and Charges	1,269.00	1,000.00	269.00	26.9%
6681 · Fireworks	6,500.00	6,500.00	0.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6703 · Excavator	0.00	0.00	0.00	0.0%
Total Expense	419,256.84	381,115.63	38,141.21	10.0%
Net Income	-28,692.10	18,986.14	-47,678.24	-251.1%

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12/04/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2017

	Jan - Nov 17	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	102,730.00	115,000.00	-12,270.00	89.3%
4010 · Launch Fees	21,063.00	20,000.00	1,063.00	105.3%
4020 · Marina & Club Fees	9,125.00	9,000.00	125.00	101.4%
4030 · Sublease & Access Fees	25,540.00	27,000.00	-1,460.00	94.6%
4040 · Property Tax - Brown Co.	37,911.16	65,000.00	-27,088.84	58.3%
4050 · Property Tax -Monroe Co.	113,377.99	185,000.00	-71,622.01	61.3%
4060 · Interest	1,060.43	1,250.00	-189.57	84.8%
4070 · Grants & Donations	11,234.00	7,000.00	4,234.00	160.5%
4080 · Fishing Tournament	1,125.00	1,400.00	-275.00	80.4%
4090 · Park Reservations	4,500.00	4,000.00	500.00	112.5%
4100 · Park Admisioin Fees	44,906.00	37,000.00	7,906.00	121.4%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.00	0.00	0.00	0.0%
4130 · Dredging/Rip-Rap Income	17,992.16	15,000.00	2,992.16	119.9%
4140 · Dredging Equipment Loan Proceed	0.00	90,000.00	-90,000.00	0.0%
Total Income	390,564.74	576,650.00	-186,085.26	67.7%
Expense				
6000 · Manager	45,115.42	51,000.00	-5,884.58	88.5%
6001 · Operations Supervisor	17,688.00	41,000.00	-23,312.00	43.1%
6010 · FICA	10,148.52	13,500.00	-3,351.48	75.2%
6020 · State Unemployment Tax	559.42	800.00	-240.58	69.9%
6025 · Merchant Fees	1,134.29			
6030 · Retirement	9,507.18	13,000.00	-3,492.82	73.1%
6040 · Health Insurance	6,724.41	10,000.00	-3,275.59	67.2%
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	20,598.90	21,000.00	-401.10	98.1%
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	0.00	4,800.00	-4,800.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	15,041.50	22,800.00	-7,758.50	66.0%
6112 · Dredger (Other)	15,599.75	14,250.00	1,349.75	109.5%
6113 · Assistant Dredger	7,001.00	11,100.00	-4,099.00	63.1%
6114 · Assistant Dredger (Other)	8,009.50	5,550.00	2,459.50	144.3%
6115 · Dredger (Private)	2,893.50	3,800.00	-906.50	76.1%
6116 · Assistant Dredger (Private)	712.25	1,850.00	-1,137.75	38.5%
6120 · Season & Launch Permits	1,964.21	1,700.00	264.21	115.5%
6130 · Daily Permits	467.70	400.00	67.70	116.9%
6140 · Receipt/Tickets Books	484.01	400.00	84.01	121.0%
6150 · Checks	0.00	200.00	-200.00	0.0%
6160 · Printer, Copier & Computer Supp	279.98	800.00	-520.02	35.0%
6170 · Miscellaneous-Other	1,504.85	1,300.00	204.85	115.8%
6180 · Postage	900.61	750.00	150.61	120.1%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

3:01 PM

12/04/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2017

	Jan - Nov 17	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	830.64	500.00	330.64	166.1%
6200 · Regular Gas	1,033.76	8,000.00	-6,966.24	12.9%
6210 · Diesel	6,569.92	10,000.00	-3,430.08	65.7%
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	6,028.66	10,000.00	-3,971.34	60.3%
6250 · Boat/Weed Harvester/Truck	267.14	1,500.00	-1,232.86	17.8%
6251 · Dredging Supplies	12,146.50	15,000.00	-2,853.50	81.0%
6252 · Rip Rap/Erosion Control	14,053.14	15,000.00	-946.86	93.7%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	350.00	-350.00	0.0%
6290 · Signs & Nautical Markers	713.09	3,500.00	-2,786.91	20.4%
6300 · Accounting Services	5,850.00	5,400.00	450.00	108.3%
6310 · Grass	10,560.00	10,560.00	0.00	100.0%
6320 · Attorney	2,720.86	4,000.00	-1,279.14	68.0%
6325 · Fish Managment Survey	0.00	4,000.00	-4,000.00	0.0%
6330 · Consulting Engineer	0.00	4,000.00	-4,000.00	0.0%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	1,125.00	2,000.00	-875.00	56.3%
6370 · Phone, LDT, Pager, E-Mail	2,763.48	2,900.00	-136.52	95.3%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	204.02	300.00	-95.98	68.0%
6400 · Meals	75.69	150.00	-74.31	50.5%
6410 · Subscriptions	1,209.12	350.00	859.12	345.5%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	99.94	500.00	-400.06	20.0%
6440 · Other	999.04	1,000.00	-0.96	99.9%
6450 · Insurance	48,446.00	43,000.00	5,446.00	112.7%
6460 · Electric	3,958.45	5,000.00	-1,041.55	79.2%
6470 · Water	605.85	750.00	-144.15	80.8%
6480 · Trash	1,835.99	1,500.00	335.99	122.4%
6490 · Port-O-Lets	1,975.00	2,000.00	-25.00	98.8%
6500 · Pump Holding Tank	700.00	800.00	-100.00	87.5%
6510 · Building & Grounds Expense	4,519.61	5,500.00	-980.39	82.2%
6520 · Boat	1,700.99	2,000.00	-299.01	85.0%
6530 · Truck	338.22	1,000.00	-661.78	33.8%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	5,837.76	25,000.00	-19,162.24	23.4%
6542 · Equipment Rental	28,860.05	2,000.00	26,860.05	1,443.0%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	5,141.00	4,500.00	641.00	114.2%
6570 · Lake Weed Treatment	51,539.50	40,000.00	11,539.50	128.8%
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	1,948.74	2,300.00	-351.26	84.7%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%

3:01 PM

12/04/17

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2017

	Jan - Nov 17	Budget	\$ Over Budget	% of Budget
6620 · Dam/Spillway Inspection	9,733.78	0.00	9,733.78	100.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
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	10,761.90	40,000.00	-29,238.10	26.9%
6662 · Debt Service-Dredging Loan	0.00	21,000.00	-21,000.00	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	1,269.00	1,000.00	269.00	126.9%
6681 · Fireworks	6,500.00	6,500.00	0.00	100.0%
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	0.00	2,000.00	-2,000.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	0.0%
6703 · Excavator	87,870.00	90,000.00	-2,130.00	97.6%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	10,000.00	-10,000.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLCD Pick-up Truck	0.00	0.00	0.00	0.0%
Total Expense	507,126.84	635,060.00	-127,933.16	79.9%
Net Income	-116,562.10	-58,410.00	-58,152.10	199.6%



Lake Lemon Conservancy District

Date: December 14, 2017

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

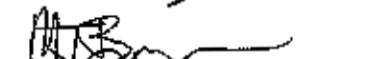
(Report of Claims-October)

(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 \$112,621.18

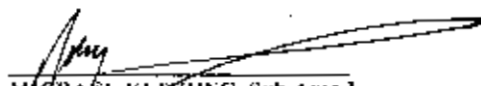
Dated this 14th Day of December, 2017

Signature of Governing Board


PAM DUGAN, CHAIRMAN



MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER


MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II


LORA SCHELL, Sub-Area IV


LES WADZINSKI, Sub-Area V

1:36 PM
11/06/17

LAKE LEMON CONSERVANCY
Check Detail
October 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4318	10/2/2017	FIRST INSURANC...		1000 · Peoples Sta...		-7,235.00
					6450 · Insurance	-7,235.00	7,235.00
TOTAL						-7,235.00	7,235.00
Check	4319	10/2/2017	STEVE'S PEST CO...		1000 · Peoples Sta...		-225.00
					6510 · Building & G...	-225.00	225.00
TOTAL						-225.00	225.00
Check	4321	10/6/2017	LOWE'S COMPANI...		1000 · Peoples Sta...		-182.08
					6240 · Building & G...	-182.08	182.08
TOTAL						-182.08	182.08
Check	4322	10/6/2017	WILSON EQUIPM...		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00
Check	4323	10/6/2017	KLEINDORFER HA...		1000 · Peoples Sta...		-92.71
					6541 · Dredging Eq...	-92.71	92.71
TOTAL						-92.71	92.71
Check	4324	10/6/2017	B & B WATER CORP		1000 · Peoples Sta...		-52.11
					6470 · Water	-52.11	52.11
TOTAL						-52.11	52.11
Check	4325	10/6/2017	N. ANDERSON EX...		1000 · Peoples Sta...		-1,760.00
					6310 · Grass	-1,760.00	1,760.00
TOTAL						-1,760.00	1,760.00
Check	4326	10/6/2017	FIRST INSURANC...		1000 · Peoples Sta...		-6,347.00
					6450 · Insurance	-6,347.00	6,347.00
TOTAL						-6,347.00	6,347.00

1:36 PM
11/06/17

LAKE LEMON CONSERVANCY
Check Detail
October 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4327	10/6/2017	WILSON EQUIPM...		1000 · Peoples Sta...		-87,870.00
					6703 · Excavator	-87,870.00	87,870.00
TOTAL						-87,870.00	87,870.00
Check	4328	10/13/2017	REPUBLIC SERVI...		1000 · Peoples Sta...		-151.47
					6480 · Trash	-151.47	151.47
TOTAL						-151.47	151.47
Check	4329	10/13/2017	BLUE TIDE PROD...		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00
Check	4330	10/13/2017	FIRST INSURANC...		1000 · Peoples Sta...		-2,041.00
					6450 · Insurance	-2,041.00	2,041.00
TOTAL						-2,041.00	2,041.00
Check	4331	10/13/2017	COMCAST CABLE		1000 · Peoples Sta...		-238.83
					6370 · Phone, LDT,...	-238.83	238.83
TOTAL						-238.83	238.83
Check	4332	10/13/2017	CARESOURCE		1000 · Peoples Sta...		-350.26
					6040 · Health Insur...	-350.26	350.26
TOTAL						-350.26	350.26
Check	4333	10/13/2017	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	4334	10/13/2017	BLUE TIDE PROD...		1000 · Peoples Sta...		-120.00
					6370 · Phone, LDT,...	-120.00	120.00
TOTAL						-120.00	120.00
Check	4335	10/17/2017	INDIANA DEPT OF...		1000 · Peoples Sta...		-218.27

1:36 PM

11/06/17

LAKE LEMON CONSERVANCY
Check Detail
October 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6020 · State Unem...	-218.27	218.27
TOTAL						-218.27	218.27
Check	4336	10/20/2017	MONROE TUFF-JON		1000 · Peoples Sta...		-554.00
					6490 · Port-O-Lets	-554.00	554.00
TOTAL						-554.00	554.00
Check	4337	10/20/2017	SCI REMC		1000 · Peoples Sta...		-317.95
					6460 · Electric	-317.95	317.95
TOTAL						-317.95	317.95
Check	4338	10/20/2017	KNIGHT'S TRASH ...		1000 · Peoples Sta...		-42.00
					6480 · Trash	-42.00	42.00
TOTAL						-42.00	42.00
Check	4339	10/20/2017	VISA		1000 · Peoples Sta...		-351.98
					6210 · Diesel	-351.98	351.98
TOTAL						-351.98	351.98

\$108,599.66

1:42 PM

11/06/17

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
October 2017

	Bell, Edwin P			Casey, Adam W			Hopkins, Matthew K			O'Malia, Andrew j		
	Hours	Rate	Oct 17	Hours	Rate	Oct 17	Hours	Rate	Oct 17	Hours	Rate	Oct 17
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			0.00			3,923.08			0.00			0.00
Reg. Pay-6070			0.00			0.00	53.5	9.00	481.50	42	10.00	420.00
Reg. Pay-6111		30.00	0.00			0.00			0.00			0.00
Reg. Pay-6112	6	30.00	180.00			0.00			0.00			0.00
Total Gross Pay	6		180.00			3,923.08	53.5		481.50	42		420.00
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Retirement			0.00			-117.70			0.00			0.00
Total Deductions from Gross Pay			0.00			-117.70			0.00			0.00
Adjusted Gross Pay	6		180.00			3,805.38	53.5		481.50	42		420.00
Taxes Withheld												
Federal Withholding			0.00			-608.00			-1.00			0.00
Medicare Employee			-2.61			-56.89			-6.98			-6.09
Social Security Employee			-11.16			-243.24			-29.85			-26.04
IN - Withholding			-5.81			-122.92			-15.55			-13.56
Hamilton Co			0.00			0.00			0.00			-4.20
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			-2.42			-41.66			-6.47			0.00
Total Taxes Withheld			-22.00			-1,072.71			-59.85			-49.89
Net Pay	6		158.00			2,732.67	53.5		421.65	42		370.11
Employer Taxes and Contributions												
Federal Unemployment			0.00			0.00			2.88			1.41
Medicare Company			2.61			56.89			6.98			6.09
Social Security Company			11.16			243.24			29.85			26.04
IN - Unemployment Company			0.00			0.00			3.43			3.00
Total Employer Taxes and Contributions			13.77			300.13			43.14			36.54

1:42 PM

11/06/17

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
October 2017

	Snooks, Franklin A			TOTAL		
	Hours	Rate	Oct 17	Hours	Rate	Oct 17
Employee Wages, Taxes and Adjustments						
Gross Pay						3,923.08
Salary-6000			0.00			1,314.00
Reg. Pay-6070	37.5	11.00	412.50	133.00		0.00
Reg. Pay-6111			0.00			180.00
Reg. Pay-6112			0.00	6.00		
Total Gross Pay	37.5		412.50	139.00		5,417.08
Deductions from Gross Pay						
Insurance			0.00			0.00
Retirement			0.00			-117.70
Total Deductions from Gross Pay			0.00			-117.70
Adjusted Gross Pay	37.5		412.50	139.00		5,299.38
Taxes Withheld						
Federal Withholding			-24.00			-633.00
Medicare Employee			-5.98			-78.55
Social Security Employee			-25.58			-335.87
IN - Withholding			-13.33			-171.17
Hamilton Co			0.00			-4.20
Medicare Employee Addl Tax			0.00			0.00
Monroe Co.			-4.52			-55.07
Total Taxes Withheld			-73.41			-1,277.86
Net Pay	37.5		339.09	139.00		4,021.52
Employer Taxes and Contributions						
Federal Unemployment			2.48			6.77
Medicare Company			5.98			78.55
Social Security Company			25.58			335.87
IN - Unemployment Company			2.95			9.38
Total Employer Taxes and Contributions			36.99			430.57



Lake Lemon Conservancy District

Date: December 14, 2017

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

(Report of Claims-November)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$12,048.66


Dated this 14th Day of December, 2017

Signature of Governing Board


PAM DUGAN, CHAIRMAN


MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER


MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II


LORA SCHELL, Sub-Area IV


LES WADZINSKI, Sub-Area V

3:06 PM

12/04/17

LAKE LEMON CONSERVANCY
Check Detail
 November 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4340	11/9/2017	B & B WATER CORP		1000 · Peoples Sta...		-52.11
				6470 · Water		-52.11	52.11
TOTAL						-52.11	52.11
Check	4341	11/9/2017	STAPLES CREDIT ...		1000 · Peoples Sta...		-78.47
				6440 · Other		-35.49	35.49
				6190 · General Busi...		-42.98	42.98
TOTAL						-78.47	78.47
Check	4342	11/13/2017	HOOSIER TIMES, I...		1000 · Peoples Sta...		-17.25
				6430 · Ads		-17.25	17.25
TOTAL						-17.25	17.25
Check	4343	11/13/2017	REPUBLIC SERVI...		1000 · Peoples Sta...		-108.59
				6480 · Trash		-108.59	108.59
TOTAL						-108.59	108.59
Check	4344	11/13/2017	BLOOMINGTON H...		1000 · Peoples Sta...		-21.00
				6240 · Building & G...		-21.00	21.00
TOTAL						-21.00	21.00
Check	4345	11/13/2017	BROWN CO DEM...		1000 · Peoples Sta...		-17.37
				6430 · Ads		-17.37	17.37
TOTAL						-17.37	17.37
Check	4346	11/13/2017	U C T		1000 · Peoples Sta...		-154.24
				6040 · Health Insur...		-154.24	154.24
TOTAL						-154.24	154.24
Check	4347	11/13/2017	CARESOURCE		1000 · Peoples Sta...		-350.26
				6040 · Health Insur...		-350.26	350.26

3:06 PM

12/04/17

LAKE LEMON CONSERVANCY
Check Detail
 November 2017

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-350.26	350.26
Check	4348	11/13/2017	CARMIN PARKER ...		1000 · Peoples Sta...		-52.50
				6320 · Attorney		-52.50	52.50
TOTAL						-52.50	52.50
Check	4349	11/13/2017	COMCAST CABLE		1000 · Peoples Sta...		-259.25
				6370 · Phone, LDT,...		-259.25	259.25
TOTAL						-259.25	259.25
Check	4350	11/20/2017	INDIANA UNIVERS...		1000 · Peoples Sta...		-5,041.00
				6560 · Water Testing		-5,041.00	5,041.00
TOTAL						-5,041.00	5,041.00
Check	4351	11/20/2017	SCI REMC		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00
Check	4352	11/20/2017	VISA		1000 · Peoples Sta...		-414.14
				6250 · Boat/Weed ...		-267.14	267.14
				6180 · Postage		-147.00	147.00
TOTAL						-414.14	414.14
Check	4353	11/20/2017	SCI REMC		1000 · Peoples Sta...		-389.95
				6460 · Electric		-389.95	389.95
TOTAL						-389.95	389.95
Check	4354	11/27/2017	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
				6300 · Accounting ...		-450.00	450.00
TOTAL						-450.00	450.00
Check	4355	11/27/2017	ALL ABOUT BOATS		1000 · Peoples Sta...		-952.99
				6520 · Boat		-952.99	952.99

LAKE LEMON CONSERVANCY
Check Detail
November 2017

<u>Date</u>	<u>Name</u>	<u>Item</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
				-952.99	952.99

\$ 8,359.12

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

November 2017

	Casey, Adam W			Hopkins, Matthew K			O'Malia, Andrew j			Schreiner, James R		
	Hours	Rate	Nov 17	Hours	Rate	Nov 17	Hours	Rate	Nov 17	Hours	Rate	Nov 17
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			3,923.08			0.00			0.00			0.00
Salary-6001			0.00			0.00			0.00			0.00
Reg. Pay-6070			0.00	21.5	9.00	193.50	28.5	10.00	285.00			0.00
Reg. Pay-6112			0.00			0.00			0.00	5.5	18.00	99.00
Reg. Pay-6113			0.00			0.00			0.00		18.00	0.00
Reg. Pay-6114			0.00			0.00			0.00	17.5	18.00	315.00
Total Gross Pay			<u>3,923.08</u>	<u>21.5</u>		<u>193.50</u>	<u>28.5</u>		<u>285.00</u>	<u>23</u>		<u>414.00</u>
Deductions from Gross Pay												
Insurance			0.00			0.00			0.00			0.00
Retirement			-117.70			0.00			0.00			0.00
Total Deductions from Gross Pay			<u>-117.70</u>			<u>0.00</u>			<u>0.00</u>			<u>0.00</u>
Adjusted Gross Pay			<u>3,805.38</u>	<u>21.5</u>		<u>193.50</u>	<u>28.5</u>		<u>285.00</u>	<u>23</u>		<u>414.00</u>
Taxes Withheld												
Federal Withholding			-608.00			0.00			0.00			-12.00
Medicare Employee			-56.88			-2.81			-4.14			-6.01
Social Security Employee			-243.23			-12.00			-17.67			-25.67
IN - Withholding			-122.92			-6.25			-9.20			-13.38
Hamilton Co			0.00			0.00			-2.85			0.00
Johnson			0.00			0.00			0.00			-5.57
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			-41.66			-2.60			0.00			0.00
Total Taxes Withheld			<u>-1,072.69</u>			<u>-23.66</u>			<u>-33.86</u>			<u>-62.63</u>
Net Pay			<u><u>2,732.69</u></u>	<u><u>21.5</u></u>		<u><u>169.84</u></u>	<u><u>28.5</u></u>		<u><u>251.14</u></u>	<u><u>23</u></u>		<u><u>351.37</u></u>
Employer Taxes and Contributions												
Federal Unemployment			0.00			1.17			0.00			1.72
Medicare Company			56.88			2.81			4.14			6.01
Social Security Company			243.23			12.00			17.67			25.67
IN - Unemployment Company			0.00			1.38			2.04			2.95
Total Employer Taxes and Contributions			<u><u>300.11</u></u>			<u><u>17.36</u></u>			<u><u>23.85</u></u>			<u><u>36.35</u></u>

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
November 2017

	Snooks, Franklin A			TOTAL		
	Hours	Rate	Nov 17	Hours	Rate	Nov 17
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary-6000			0.00			3,923.08
Salary-6001			0.00			0.00
Reg. Pay-6070	20.5	11.00	225.50	70.50		704.00
Reg. Pay-6112			0.00	5.50		99.00
Reg. Pay-6113			0.00			0.00
Reg. Pay-6114			0.00	17.50		315.00
Total Gross Pay	<u>20.5</u>		<u>225.50</u>	<u>93.50</u>		<u>5,041.08</u>
Deductions from Gross Pay						
Insurance			0.00			0.00
Retirement			0.00			-117.70
Total Deductions from Gross Pay			<u>0.00</u>			<u>-117.70</u>
Adjusted Gross Pay	<u>20.5</u>		<u>225.50</u>	<u>93.50</u>		<u>4,923.38</u>
Taxes Withheld						
Federal Withholding			-14.00			-634.00
Medicare Employee			-3.27			-73.11
Social Security Employee			-13.98			-312.55
IN - Withholding			-7.28			-159.03
Hamilton Co			0.00			-2.85
Johnson			0.00			-5.57
Medicare Employee Addl Tax			0.00			0.00
Monroe Co.			-2.47			-46.73
Total Taxes Withheld			<u>-41.00</u>			<u>-1,233.84</u>
Net Pay	<u>20.5</u>		<u>184.50</u>	<u>93.50</u>		<u>3,689.54</u>
Employer Taxes and Contributions						
Federal Unemployment			1.35			4.24
Medicare Company			3.27			73.11
Social Security Company			13.98			312.55
IN - Unemployment Company			1.61			7.98
Total Employer Taxes and Contributions			<u>20.21</u>			<u>397.88</u>

December 14, 2017

**Motion to Renew Certificate of Deposit
& Add \$5,000.00 to Cumulative Maintenance Fund CD**

Certificate #	Amount	Term	Renewal Date	Fund
*371025628	\$10,000.00	24 Months	12/20/17	Cumulative Maintenance
**371027997	\$5,057.23	24 month	1/5/18	General

*Interest Rate: 0.65 % (Interest Paid Quarterly into Savings Account)

** Interest Rate 0.65 % (Interest Paid quarterly, compounding)

Months	Rate
12	0.995%
18	1.05%
24	1.20%

Transfer of Funds

Transfer From:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
6001	Operations Supervisor	\$16,825.00
6661	Disposal Site Preperation	\$20,800.00
6662	Debt Service- Dredging Loan	\$20,000.00
	TOTAL	\$57,625.00

Transfer Into:

<u>Account#</u>	<u>Description</u>	<u>Amount</u>
6070	Gate Attendant	\$500.00
6112	Dredger (Other)	\$4,000.00
6114	Asst. Dredger (Other)	\$4,500.00
6120	Season & Launch Permits	\$300.00
6130	Daily Permits	\$75.00
6140	Receipt/Ticket Books	\$100.00
6170	Miscellaneous-Other	\$250.00
6180	Postage	\$100.00
6190	General Business Supplies	\$400.00
6300	Accounting Services	\$450.00
6370	Phone, LTD,Email	\$175.00
6410	Subscriptions	\$900.00
6450	Insurance	\$5,500.00
6480	Trash	\$350.00
6490	Port-O-Lets	\$350.00
6542	Equipment Rental	\$27,000.00
6560	Water Testing	\$650.00
6570	lake Weed Treatment	\$11,750.00
6680	Other Services & Charges	\$275.00
	TOTAL	\$57,625.00

Lake Lemon Conservancy District
Insurance Summary
1/1/18 - 1/1/19

COMMERCIAL PREMIUMS	17/18 Expiring	18/19 Renewal
Commercial Package	\$ 28,544	\$ 28,535
Commercial Auto	\$ 1,949	\$ 1,901
Workers Compensation	\$ 6,546	\$ 4,037
Umbrella	\$ 6,963	\$ 6,963
Crime	\$ 250	\$ 250
Directors & Officers	\$ 2,065	\$ 2,065
Total	\$ 46,317	\$ 43,751

PROPERTY COVERAGES

provided through Bliss-McKnight

Buildings	\$162,995	\$162,995
Business Personal Property	\$12,053	\$12,053
Deductible (self-insured retention - apply to all coverages)	\$500	\$500
Agreed Value	No	No
Coinsurance	80%	80%
Special Cause of Loss	Included	Included
Replacement Cost	Included	Included
Terrorism Risk	Included	Included
Earthquake/Deductible	Excluded	Excluded
Flood/Deductible	Excluded	Excluded
Footings & Foundations	Excluded	Excluded
<i>Business Income</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000	\$10,000
Building glass - insured as part of building	Included	Included
Change in temperature/humidity as a result of covered loss	Excluded	Excluded
Off premises utility services (water, communication, power supply)	Excluded	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000	\$1,000
Fine Arts	\$10,000	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000	\$5,000
Underground Property	Excluded	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>	<i>\$250,000</i>
Ordinance of Law		

Loss to undamaged portion of building	Excluded	Excluded
Demolition and increased cost construction	Excluded	Excluded
Outdoor property (trees, shrubs & plants)	\$10,000	\$10,000
Paved Surfaces	Excluded	Excluded
<i>Personal Effects (\$1,000 theft limit)</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Pollutant clean up and Removal</i>	<i>\$25,000</i>	<i>\$25,000</i>
Property Off Premises	\$10,000	\$10,000
<i>Property in Transit</i>	<i>\$25,000</i>	<i>\$25,000</i>
Premises Boundary	101 Feet	101 Feet
Signs		
Attached to building - insured as part of building	Included	Included
Not attached to building	\$1,000	\$1,000
Trailers (non-owned - detached)	\$5,000	\$5,000
<i>Valuable Papers</i>	<i>\$25,000</i>	<i>\$25,000</i>

CRIME COVERAGE

provided through Cincinnati Insurance Company - Expiration 1/1/20

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

CONTRACTOR'S EQUIPMENT

provided through Bliss-McKnight

Mobile & Contractors Equipment	\$487,500	\$487,500
Deductible on Equipment	\$1,000	\$1,000
Deductible on Floating Dock	\$500	\$500

GENERAL LIABILITY COVERAGE

provided by Bliss-McKnight

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

DIRECTORS & OFFICERS COVERAGE

provided by Cincinnati Insurance - 3 yr. term expires 1/1/2020

Directors & Officers Liability - in aggregate	\$1,000,000	\$1,000,000
Directors & Officers Employment Practices Liability - in aggregate	\$1,000,000	\$1,000,000
Directors & Officers Liability - Deductible	\$5,000	\$5,000

COMMERCIAL AUTOMOBILE

provided through Bliss-McKnight

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

COMMERCIAL UMBRELLA

provided through Cincinnati Insurance Company - 3 yr. term expires 1/1/2020

Liability Limit	\$3,000,000	\$3,000,000
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WORKERS COMPENSATION COVERAGE

provided through Bliss-McKnight

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

CYBER LIABILITY

Response Expenses	\$50,000	\$50,000
Regulatory Fines & Penalties Sublimit	\$10,000	\$10,000
Payment Card Industry Fines & Penalties Sublimit	\$10,000	\$10,000
Defense and Liability	\$50,000	\$50,000
Identity Recovery	\$25,000	\$25,000
Deductible	\$1,000	\$1,000

LAKE LEMON CONSERVANCY DISTRICT
Statement of Values

<u>LOCATION</u>	<u>BUILDING</u>	<u>CONTENTS</u>
7599 N. Tunnel Rd. Unionville, IN (Office)	\$76,007	\$12,787
7599 N. Tunnel Rd. Unionville, IN (Gate House)	\$6,335	\$0
7599 N. Tunnel Rd. Unionville, IN (Storage)	\$30,011	\$0
7599 N. Tunnel Rd. Unionville, IN (Club House)	\$41,752	\$0
7599 N. Tunnel Rd. Unionville, IN (Rest Rooms)	\$19,001	\$0
SUB-TOTALS	\$173,106	\$12,787

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

Auto Schedule

- 1 1996 GMC Truck - *liability only*
- 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
11 Floating Dock	\$18,000
12 Yamaha Outboard Motors	\$79,200
13 40" Barge	\$86,850
14 Case CS80C Mini Excavator	\$102,000

AGENT NOTES

- 1 Equipment floater does cover equipment while waterborne.
- 2 Directors and Officers coverage is for a 3 year term through 1/1/2020
- 3 Employment practices coverage is provided through the directors and officers policy.
- 4 Equipment coverage does not provide for retrieval of equipment.

AGENT RECOMMENDATIONS

- 1 Pollution liability - pollutant is a substance or energy introduced into the environment that has undesired effects. Pollution liability covers injury to third parties harmed by this effect.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of December, 2017, 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, 2018 to December 31, 2018, 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 \$43,751.00 in 2018 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

2018 SURPLUS PARCEL SUBLEASE AGREEMENT

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

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

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

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

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

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

1. DEFINITIONS.

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31st day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2018. The final due date for sublease fee payment shall be May 31, 2018 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.

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

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

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

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

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

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

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

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

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

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

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this _____ day of _____, 2018.

SUBLESSEE

By:

*

(Signature)

*Name Printed: _____

*Lake Address: _____

*Telephone: _____

*Home Address: _____

*Telephone _____

*Parcel Location: _____

LAKE LEMON CONSERVANCY DISTRICT

By:

(Signature)

Title: LLCD District Manager

CITY OF BLOOMINGTON UTILITIES

By:

(Signature)

Name Printed: John Langley

Title: Deputy Director

* Allow 4-6 weeks for processing.

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

LLCD
7599 North Tunnel Road
Unionville, IN 47468

For Office Use Only

Date of Check _____ **Check Number** _____ **Check Amount** _____

Sublease Dock Registration Number _____

2018 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

2. For calendar year 2018, the Port Hole shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2018.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this ____ day of _____, 2018.

PORT HOLE INN, INC:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Sands & Sands Properties, LLC
Name Printed: _____

By: _____
Adam Casey, LLCDC District Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
John Langley, Assistant Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Sublease Dock Registration Number _____

2018 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter "CBU") and the **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Pop's Dock and Lift, LLC**. (hereinafter "Pop's Dock").

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 Pop's Dock owns real estate non-adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon through the LLCD's Surplus Parcel Sub-Lease Policies for a dock and lift company and pay fees as adopted by the LLCD;

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

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

2. For calendar year 2018, Pop's Dock shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2018.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Pop's Dock may install one (1) dock accommodating a dock and lift work boat.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. Pop's Dock shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by Pop's Dock with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If Pop's Dock sells the real estate on which Pop's Dock is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by Pop's Dock. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Pop's Dock shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Pop's Dock fails to do so, LLCD may take such steps necessary to remove Pop's Dock's property and Pop's Dock shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from Pop's Dock. If Pop's Dock fails to pay the annual fee, or any debt owed to LLCD by Pop's Dock, a lien shall be recorded against the real estate owned by Pop's Dock until said debt is satisfied in full.
8. Pop's Dock, 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 Pop's Dock's employees, 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.

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS
PARCEL SUB-LEASE AGREEMENT this ____ day of _____, 2018.

POP'S DOCK & LIFT, LLC:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Roger Edwards, Pop's Dock & Lift, LLC
Name Printed: _____

By: _____
Adam Casey, LLCD District Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
John Langley, Assistant Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Sublease Dock Registration Number _____

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, 2018 to December 31, 2018.
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 14th day of December, 2017.

**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.

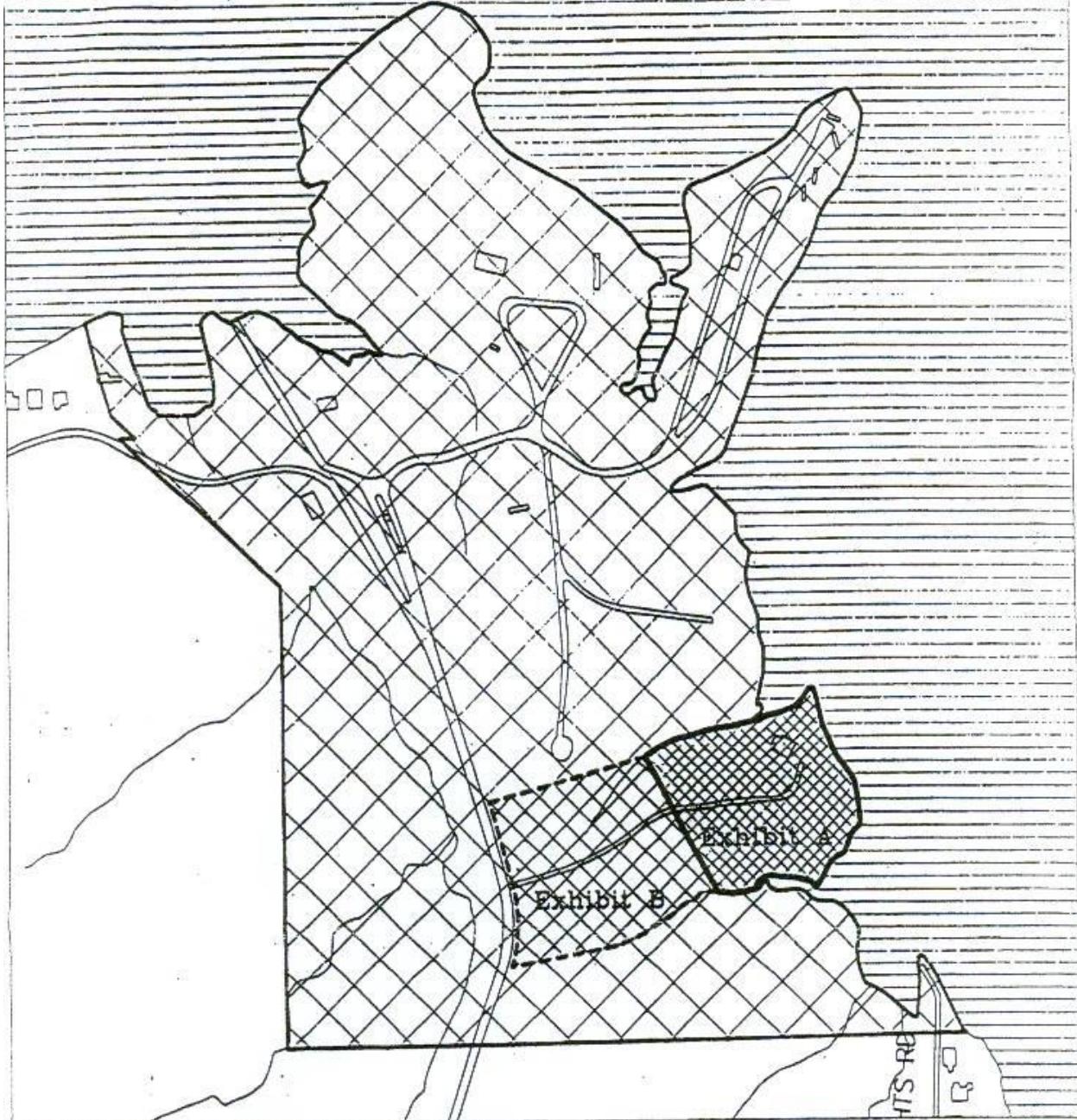
Parent or Guardian Signature

Date

Address

Phone number in case of emergency

Exhibit 2



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

By: grayd
30 Oct 01
File: LRiddleBGC

300' 0 300 600 900

For reference only; map information NOT warranted.

City of Bloomington
Utilities Engineering



Scale: 1" = 300'

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 2018, 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, 2018.
 - 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 14th day of December, 2017.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By:_____

By:_____

Name Printed:_____

Name Printed: Adam Casey

Title: Manager

Mailing Address:_____

CITY OF BLOOMINGTON UTILITIES

By: _____

Telephone:_____

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_____

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 2018, 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, 2018.
 - 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 14th day of December, 2017.

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 _____

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, 2018 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 14th day of December, 2017.

**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

Nashville, IN 47448

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, 2018 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, 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 Four Hundred Dollars (\$400.00) for each of the two events including the 10th Annual Dale England Cup Regatta on April 28, 2018, and the University of Kansas Scrimmage on March 24th, 2018. 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 14th day of December 2017.

INDIANA UNIVERSITY:

By: _____

Name Printed: _____

Address: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____

Adam Casey
Manager

CITY OF BLOOMINGTON UTILITIES

By: _____

John Langley
Deputy Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of December, 2017, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19th Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2018 to December 31, 2018, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

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

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

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

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Watkins' services under this Agreement.

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

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

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

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

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

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

Lake Lemon Conservancy District:

By: _____
Its: Chairman _____

Shirley Watkins, CPA

356682/11820-72

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of December, 2017, by and between the Lake Lemon Conservancy District ("LLCD") and CARMINPARKER, PC, located at 116 West 6th Street, Suite 200, Bloomington, Indiana 47404 ("CARMINPARKER").

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.** CARMINPARKER, including Attorneys Angela F. Parker and Lynn Keller, shall provide the professional legal services as an attorney for LLCD at CARMINPARKER's offices at 116 West 6th, Suite 200, Bloomington, Indiana 47404. Such services shall be provided as requested by LLCD and agreed upon by CARMINPARKER 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, 2018 to December 31, 2018, 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 CARMINPARKER's hourly rate of \$175.00 per hour for attorney services and \$90 per hour for paralegal services, for the services rendered within twenty (20) days of the receipt.

5. **Relationship of the Parties.** CARMINPARKER is retained for the purposes and to the extent set forth in this Agreement, and CARMINPARKER'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 CARMINPARKER under this Agreement (except for expecting CARMINPARKER to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by CARMINPARKER. CARMINPARKER is an independent contractor in the performance of each and every part of this Agreement. CARMINPARKER 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 CARMINPARKER 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 CARMINPARKER as the agent, employee, or representative of LLCD.

6. **Tax Liability.** CARMINPARKER 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 CARMINPARKER'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. CARMINPARKER'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 CARMINPARKER.

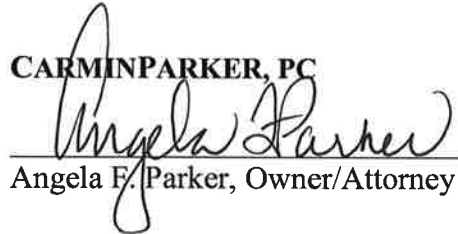
11. Non-Waiver. The failure of any party to insist upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

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

Lake Lemon Conservancy District:

By: _____
Its: _____

CARMINPARKER, PC


Angela F. Parker, Owner/Attorney

393910/11820-72

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 2018, 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, 2018.
 - 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 14th day of December, 2017.

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 _____

SERVICE AGREEMENT
FOR SALE OF BOAT PERMITS

THIS AGREEMENT is entered into this 14th day of December, 2017, 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, 2018 to December 31, 2018.

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

LLCD Media Relations Policy – Board of Directors Operating Procedures

The Lake Lemon Conservancy District is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding the District and its operation must be referred to the Lake Manager and the LLCD Board Chair, who are authorized to make or approve public statements regarding Conservancy matters. Unless specifically designated by the Lake Manager or Board Chair, a director is not initially authorized to make those statements. A director may provide the media with information currently available on the LLCD website or other previously board approved material. If a director wishes to write or publish an article, paper or other media publication on behalf of the LLCD or the District, the director must first obtain approval.

The District will generally provide a response to media inquiries within 24 hours. Should the response require a detailed technical explanation, a spokesperson will be designated to address the issue. The spokesperson will be chosen carefully, based on their area(s) of expertise. Spokespersons may include other LLCD Board Officers, Directors, ad hoc Committee members, and external consultants.

Media inquiries include, but are not limited to, official statements, press releases and advertisements.

Please contact the Lake Manager or LLCD Board Chair with any questions you have regarding the Media Relations [Policy](#).

Commented [FVO1]: