

**Monthly Meeting**  
**City of Bloomington Utilities Building**  
**December 12, 2018 6:00 PM**

| Name           | Lake Address        | District | Email Address |
|----------------|---------------------|----------|---------------|
| Julia Kano     | 6418 Schwaben       | 7        |               |
| Ann Wroblewski | 6486 Southshore     | 7        |               |
| Vince Britt    | 6486 Southshore     | 7        |               |
| Frank V. O.    | 6418 South Shore    | 7        |               |
| WALT SAVOLDI   | 6398 SOUTH SHORE    | 7        |               |
| SCOTT ADAMSON  | 4184 WALKER LN      | 7        |               |
| JIM SCRIMAHN   | 6173 NORTH SHORE DR | 6        |               |
| M McClure      | 4547 Idalawn        | 6        |               |
| L. Clark       | 7665 N. Tanager     | 1        |               |
| Tim Roth       | 6011 S. Shore       | 7        |               |
| Gidget Roth    | " "                 | 7        |               |
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**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
City of Bloomington Utilities Building  
December 12, 2018  
6:00 p.m.

**AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval Board Meeting Minutes (PD)
  - A. October 25, 2018 Meeting Minutes
- III. Treasurer's Report (MB)
  - A. October & November 2018 Financial Highlights
  - B. October & November 2018 Report of Claims Approval
  - C. CD Renewal Advice
    - 1. Cumulative Maintenance Fund Transfer to Certificate of Deposit
  - D. Transfer of Funds
- IV. Financial Advisor – Preliminary Discussion (PD)
- V. Insurance Review (PD)
  - A. Lance Eberle – First Insurance Group
  - B. 2019 First Insurance Group, Inc – Insurance Service Agreement
- VI. Conflict of Interest Forms (PD)
  - A. Lora Schell – Marina/Club Agreement & Boat Permit Sales
- VII. Manager's Report (AC)
  - A. Approval of 2019 Agreements
    - 1. 2019 Surplus Parcel Agreement: Freeholders
    - 2. 2019 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
    - 3. 2019 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
    - 4. 2019 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
    - 5. 2019 Marina/Club Agreement: BYC

6. 2019 Riddle Point Park Use Agreement: RPRA
  7. 2019 IU Rowing Team Agreement
  8. 2019 Watkins Accounting – Accounting Services Agreement
  9. 2019 Carmin Parker PC – Legal Services Agreement
  10. 2019 Schell Marina, LLC – Marina/Club Agreement
  11. 2019 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
  - B. 2018 Board Election Update
  - C. Bathroom Repairs: Discuss Quote
- VIII. Strategic Planning Committee (MJB)
- A. General Update
- IX. Public Comment (PD)
- X. New Business / Correspondence for Future Agenda (PD)
- A. Next Board Meeting: January 24, 2019; 6:00pm Utilities Building
- XI. Adjournment (PD)

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
City of Bloomington utilities Building  
October 25, 2018**

**The October 25, 2018 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 Blackwell, Michael Klitzing, Les Wadzinski, Lora Schell. ALSO PRESENT: Adam Casey, District Manager; and LLCD Freeholders (see attached sign-in sheet). ABSENT:, Director- Debra Ladyman**

- 1) Opening Comments/Call to order (Dugan)**
- 2) Approval of September 27, 2018 Board Meeting Minutes (Dugan)**

**BROWN MOTIONED TO APPROVE THE SEPTEMBER 27, 2018 BOARD MEETING MINUTES. WADZINKSKI SECONDED THE MOTION. SCHELL ABSTAINS. ALL “AYE’S”. THE MOTION CARRIED.**

**3) Treasurer’s Report (Blackwell)**

- a) September Financial Highlights
  - i) Income: \$10,039.00
  - ii) Expenditures: \$32,445.00
- b) Report of Claims Approval for September 2018

**DUGAN MOTIONED TO APPROVE THE REPORT OF CLAIMS FOR SEPTEMBER 2018. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- c) CD Renewals: CD# 371030330 & CD#371030356 (General Fund CD’s)

**BROWN MOTIONED TO RENEW CD# 371030330 FOR 12 MONTHS AT 2.25% AND RENEW CD# 371030356 FOR 24 MONTHS AT 2.50%. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**



- d) Adoption of 2019 Annual Budget and 2019 Statement of Salary and Wages: Resolution 10-18-04

**BLACKWELL MOTIONED TO ADOPT RESOLUTION 10-18-04, 2019 ANNUAL BUDGET, BROWN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- e) 2019 Fees & Charges Discussion and Approval of Resolution 10-18-05
- i) Casey noted an increase in barge fees to \$1,000.00 per small barge load and \$1,500.00 per large barge load. One large barge load utilizing the small barge will cost \$2,500.00.
  - ii) All other fees and charges remain the same from 2018.

**KLITZING MOTIONED TO APPROVE 2019 FEES & CHARGES, RESOLUTION 10-18-05. DUGAN SECONDED THE MOTION. SCHELL ABSTAINS. ALL “AYE’S”. THE MOTION CARRIED.**

- f) District Manager Healthcare Plan
- i) Casey will no longer require health insurance through the LLCD. He’ll receive a healthcare benefit in the amount of \$6,000.00 to be paid in bi-weekly installments in addition to salary.

**BROWN MOTIONED TO PAY CASEY AN ANNUAL HEALTHCARE STIPEND OF \$6,000.00. TO BE PAID IN BI-WEEKLY INSTALLMENTS IN ADDITION TO HIS SALARY. SCHELL SECONDED THE MOTION. ALL “AYE’S” THE MOTION CARRIED.**

**4) 2018 Board Meeting Dates Resolution (10-18-06): Discussion / Approval (Dugan)**

**KLITZING MOTIONED TO APPROVE RESOLUTION 10-18-06, MEETING DATES. BROWN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**5) Managers Report (Casey)**

a.) 2018 Board of Directors Election: Update

- i. The District VII Director position is up for election at the February 2019 annual meeting for a full four year term. Nominations need to be submitted or postmarked to the Riddle Point Park Office Before December 1<sup>st</sup>. There are no nominations as of yet.

b.) Winter Drawdown Discussion

**SCHELL MOTIONED TO MAINTAIN LAKE LEVEL AT NORMAL POOL FOR WINTER OF 2018/19. WADZINSKI SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

c.) Old Work Truck/Pontoon: Request to Scrap

**KLITZING MOTIONED TO SCRAP THE OLD WORK TRUCK AND PONTOON BOAT. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**VI. Strategic Planning Committee: Update (Brown)**

a) Update

- i.) Casey updated the board on a presentation he and a representative from Shrewsberry gave to the City of Bloomington Utilities Environmental Committee regarding the Conceptual Design Report for the Lake Lemon Sediment Mitigation Project.
- ii.) Cathy McClure recapped the Lemon-Aid Day fundraiser. Over \$8,600.00 was raised from this event. The proceeds will be donated to the Monroe and Brown County Community Fund's.
- iii.) The next SPC meeting will be 3:30 PM on Friday November 30<sup>th</sup>, 2018 at the Lake Lemon Conservancy District Office.

**VII. LLCD Response to Proposed County Ordinances (Dugan)**

- a) Following a presentation given by Jacqueline Nester of the Monroe County Planning Department at the September board meeting, the board discussed how they would like to respond and participate in the adoption of proposed county ordinances and environmental constraint overlays.
  - i.) Blackwell proposed a uniformed response to both Brown and Monroe counties.
  - ii.) The board agreed to continue communicating with the Monroe County Planning Department as they continue to develop their proposed ordinances.

#### **VIII. Public Comment**

- a) There was no public comment at the October board meeting.

#### **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 Wednesday, December 12<sup>th</sup> at the city of Bloomington Utilities Building at 6:00 PM.

#### **VIII. Adjournment**

**KLITZING MOTIONED TO ADJOURN THE OCTOBER 25<sup>th</sup> , 2018 BOARD OF DIRECTORS MEETING AT 7:01 PM. BROWN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED. MEETING ADJOURNED.**

**RESPECTFULLY SUBMITTED BY:**

**Andrew Manley, Board Recorder**

**LAKE LEMON CONSERVANCY**

Financial Statements

For the Period Ending

January 1, 2018 thru October 31, 2018

**(UNAUDITED)**

**Watkins Accounting  
113 E. 19<sup>th</sup> Street  
Bloomington, IN 47408**

Lake Lemon Conservancy

I have prepared the financial statements for Lake Lemon Conservancy as of October 31, 2018 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 5, 2018

11:45 AM

11/05/18

Accrual Basis

**LAKE LEMON CONSERVANCY****Balance Sheet**

As of October 31, 2018

|  | <u>Oct 31, 18</u>          |
|--|----------------------------|
| <b>ASSETS</b>                          |                            |
| <b>Current Assets</b>                  |                            |
| Checking/Savings                       |                            |
| 1000 · Peoples State Bank              | 291,200.41                 |
| 1010 · Petty Cash                      | 100.00                     |
| 1020 · Change Fund                     | 200.00                     |
| 1030 · CD's General Fund               | 116,104.59                 |
| 1040 · CD's Cumulative Maint Fund      | 96,942.92                  |
| 1050 · Savings Account                 | 3,519.57                   |
| <b>Total Checking/Savings</b>          | <u>508,067.49</u>          |
| <b>Total Current Assets</b>            | 508,067.49                 |
| <b>Fixed Assets</b>                    |                            |
| 1510 · Trucks                          | 132,761.25                 |
| 1520 · Other Asset                     | 3,993.11                   |
| 1550 · Boats                           | 300,550.00                 |
| 1680 · Other Fixed Assets              | 146,411.85                 |
| <b>Total Fixed Assets</b>              | <u>583,716.21</u>          |
| <b>TOTAL ASSETS</b>                    | <u><b>1,091,783.70</b></u> |
| <b>LIABILITIES &amp; EQUITY</b>        |                            |
| <b>Liabilities</b>                     |                            |
| <b>Current Liabilities</b>             |                            |
| Other Current Liabilities              |                            |
| 2010 · FICA & Federal Taxes Payable    | 2,774.90                   |
| 2020 · State & Co. Withholding Payable | 477.52                     |
| <b>Total Other Current Liabilities</b> | <u>3,252.42</u>            |
| <b>Total Current Liabilities</b>       | <u>3,252.42</u>            |
| <b>Total Liabilities</b>               | 3,252.42                   |
| <b>Equity</b>                          |                            |
| 3000 · Opening Balance Equity          | 101,373.66                 |
| 3040 · General Fund                    | 503,214.77                 |
| 3060 · Cumulative Maintenance Fund     | 96,942.92                  |
| 3200 · Retained Earnings               | 398,837.43                 |
| Net Income                             | -11,837.50                 |
| <b>Total Equity</b>                    | <u>1,088,531.28</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <u><b>1,091,783.70</b></u> |



11:36 AM

11/05/18

Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

### January through October 2018

|  | Jan - Oct 18      | Jan - Oct 17      | \$ Change        | % Change     |
|--|-------------------|-------------------|------------------|--------------|
| <b>Income</b>                          |                   |                   |                  |              |
| 4000 · Watercraft Permits              | 106,489.00        | 101,795.00        | 4,694.00         | 4.6%         |
| 4010 · Launch Fees                     | 20,847.00         | 21,008.00         | -161.00          | -0.8%        |
| 4020 · Marina & Club Fees              | 8,400.00          | 9,125.00          | -725.00          | -8.0%        |
| 4030 · Sublease & Access Fees          | 26,830.00         | 25,390.00         | 1,440.00         | 5.7%         |
| 4040 · Property Tax - Brown Co.        | 36,666.54         | 37,911.16         | -1,244.62        | -3.3%        |
| 4050 · Property Tax -Monroe Co.        | 115,671.09        | 113,377.99        | 2,293.10         | 2.0%         |
| 4060 · Interest                        | 1,016.90          | 785.58            | 231.32           | 29.5%        |
| 4070 · Grants & Donations              | 12,945.00         | 11,234.00         | 1,711.00         | 15.2%        |
| 4080 · Fishing Tournament              | 4,310.00          | 1,125.00          | 3,185.00         | 283.1%       |
| 4090 · Park Reservations               | 3,300.00          | 4,500.00          | -1,200.00        | -26.7%       |
| 4100 · Park Admisioin Fees             | 46,338.00         | 44,906.00         | 1,432.00         | 3.2%         |
| 4130 · Dredging/Rip-Rap Income         | 4,768.85          | 17,992.16         | -13,223.31       | -73.5%       |
| <b>Total Income</b>                    | <b>387,582.38</b> | <b>389,149.89</b> | <b>-1,567.51</b> | <b>-0.4%</b> |
| <b>Expense</b>                         |                   |                   |                  |              |
| 6000 · Manager                         | 42,039.38         | 41,192.34         | 847.04           | 2.1%         |
| 6001 · Operations Supervisor           | 0.00              | 17,688.00         | -17,688.00       | -100.0%      |
| 6010 · FICA                            | 10,546.49         | 9,762.86          | 783.63           | 8.0%         |
| 6020 · State Unemployment Tax          | 348.62            | 559.42            | -210.80          | -37.7%       |
| 6025 · Merchant Fees                   | 1,399.61          | 1,108.23          | 291.38           | 26.3%        |
| 6030 · Retirement                      | 6,760.00          | 8,950.10          | -2,190.10        | -24.5%       |
| 6040 · Health Insurance                | 4,712.14          | 6,219.91          | -1,507.77        | -24.2%       |
| 6070 · Gate Attendant                  | 24,041.77         | 19,894.90         | 4,146.87         | 20.8%        |
| 6100 · Lake Patrol                     | 568.00            | 0.00              | 568.00           | 100.0%       |
| 6110 · Lake Biologist                  | 12,193.64         | 0.00              | 12,193.64        | 100.0%       |
| 6111 · Dredger                         | 17,788.00         | 15,041.50         | 2,746.50         | 18.3%        |
| 6112 · Dredger (Other)                 | 16,077.38         | 15,500.75         | 576.63           | 3.7%         |
| 6113 · Assistant Dredger               | 15,177.00         | 7,001.00          | 8,176.00         | 116.8%       |
| 6114 · Assistant Dredger (Other)       | 7,861.00          | 7,694.50          | 166.50           | 2.2%         |
| 6115 · Dredger (Private)               | 1,386.00          | 2,893.50          | -1,507.50        | -52.1%       |
| 6116 · Assistant Dredger (Private)     | 730.00            | 712.25            | 17.75            | 2.5%         |
| 6120 · Season & Launch Permits         | 1,949.80          | 1,964.21          | -14.41           | -0.7%        |
| 6130 · Daily Permits                   | 270.00            | 467.70            | -197.70          | -42.3%       |
| 6140 · Receipt/Tickets Books           | 440.49            | 484.01            | -43.52           | -9.0%        |
| 6150 · Checks                          | 99.90             | 0.00              | 99.90            | 100.0%       |
| 6160 · Printer, Copier & Computer Supp | 286.23            | 279.98            | 6.25             | 2.2%         |
| 6170 · Miscellaneous-Other             | 1,727.23          | 1,504.85          | 222.38           | 14.8%        |
| 6180 · Postage                         | 749.03            | 753.61            | -4.58            | -0.6%        |
| 6185 · Receipt Books                   | 741.39            | 0.00              | 741.39           | 100.0%       |
| 6190 · General Business Supplies       | 985.13            | 787.66            | 197.47           | 25.1%        |
| 6200 · Regular Gas                     | 5,355.46          | 1,033.76          | 4,321.70         | 418.1%       |
| 6210 · Diesel                          | 10,117.02         | 6,569.92          | 3,547.10         | 54.0%        |
| 6230 · Medical Supplies                | 2,949.97          | 0.00              | 2,949.97         | 100.0%       |
| 6240 · Building & Grounds              | 2,305.62          | 6,007.66          | -3,702.04        | -61.6%       |
| 6250 · Boat/Weed Harvester/Truck       | 414.76            | 0.00              | 414.76           | 100.0%       |
| 6251 · Dredging Supplies               | 9,454.66          | 12,146.50         | -2,691.84        | -22.2%       |
| 6252 · Rip Rap/Erosion Control         | 7,292.87          | 14,053.14         | -6,760.27        | -48.1%       |
| 6260 · Uniforms                        | 569.53            | 0.00              | 569.53           | 100.0%       |
| 6290 · Signs & Nautical Markers        | 4,362.49          | 713.09            | 3,649.40         | 511.8%       |
| 6300 · Accounting Services             | 4,950.00          | 5,400.00          | -450.00          | -8.3%        |
| 6310 · Grass                           | 10,560.00         | 10,560.00         | 0.00             | 0.0%         |
| 6320 · Attorney                        | 1,627.50          | 2,668.36          | -1,040.86        | -39.0%       |
| 6325 · Fish Managment Survey           | 4,000.00          | 0.00              | 4,000.00         | 100.0%       |
| 6330 · Consulting Engineer             | 34,232.04         | 0.00              | 34,232.04        | 100.0%       |
| 6350 · Other Prof/Secretarial Service  | 921.00            | 1,125.00          | -204.00          | -18.1%       |
| 6370 · Phone, LDT, Pager, E-Mail       | 2,872.49          | 2,504.23          | 368.26           | 14.7%        |
| 6390 · Hotel                           | 180.00            | 204.02            | -24.02           | -11.8%       |
| 6400 · Meals                           | 176.41            | 75.69             | 100.72           | 133.1%       |
| 6410 · Subscriptions                   | 541.99            | 1,209.12          | -667.13          | -55.2%       |
| 6420 · Newsletter                      | 714.00            | 0.00              | 714.00           | 100.0%       |
| 6430 · Ads                             | 35.04             | 65.32             | -30.28           | -46.4%       |
| 6440 · Other                           | 600.60            | 963.55            | -362.95          | -37.7%       |
| 6450 · Insurance                       | 44,617.10         | 48,446.00         | -3,828.90        | -7.9%        |
| 6460 · Electric                        | 7,145.50          | 3,568.50          | 3,577.00         | 100.2%       |
| 6470 · Water                           | 561.29            | 553.74            | 7.55             | 1.4%         |

11:36 AM

11/05/18

Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

### January through October 2018

|                                       | Jan - Oct 18      | Jan - Oct 17      | \$ Change        | % Change     |
|---------------------------------------|-------------------|-------------------|------------------|--------------|
| 6480 · Trash                          | 1,449.53          | 1,727.40          | -277.87          | -16.1%       |
| 6490 · Port-O-Lets                    | 360.00            | 1,975.00          | -1,615.00        | -81.8%       |
| 6500 · Pump Holding Tank              | 500.00            | 700.00            | -200.00          | -28.6%       |
| 6510 · Building & Grounds Expense     | 5,580.69          | 4,519.61          | 1,061.08         | 23.5%        |
| 6520 · Boat                           | 2,279.14          | 748.00            | 1,531.14         | 204.7%       |
| 6530 · Truck                          | 41.99             | 338.22            | -296.23          | -87.6%       |
| 6541 · Dredging Equipment Maintenance | 1,836.59          | 5,837.76          | -4,001.17        | -68.5%       |
| 6542 · Equipment Rental               | 5,074.00          | 28,860.05         | -23,786.05       | -82.4%       |
| 6560 · Water Testing                  | 5,771.00          | 100.00            | 5,671.00         | 5,671.0%     |
| 6570 · Lake Weed Treatment            | 36,891.60         | 51,539.50         | -14,647.90       | -28.4%       |
| 6600 · 6% Marina Permit Sales         | 2,035.62          | 1,948.74          | 86.88            | 4.5%         |
| 6620 · Dam/Spillway Inspection        | 0.00              | 9,733.78          | -9,733.78        | -100.0%      |
| 6661 · Disposal Site Preparation      | 3,364.21          | 10,761.90         | -7,397.69        | -68.7%       |
| 6680 · Other Services and Charges     | 1,000.00          | 1,269.00          | -269.00          | -21.2%       |
| 6681 · Fireworks                      | 6,500.00          | 6,500.00          | 0.00             | 0.0%         |
| 6700 · Computer Equipment             | 1,299.94          | 0.00              | 1,299.94         | 100.0%       |
| 6703 · Excavator                      | 0.00              | 0.00              | 0.00             | 0.0%         |
| <b>Total Expense</b>                  | <b>399,419.88</b> | <b>404,887.84</b> | <b>-5,467.96</b> | <b>-1.4%</b> |
| <b>Net Income</b>                     | <b>-11,837.50</b> | <b>-15,737.95</b> | <b>3,900.45</b>  | <b>24.8%</b> |



11:35 AM

11/05/18

Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

### October 2018

|  | Oct 18          | Jan - Oct 18      |
|--|-----------------|-------------------|
| <b>Income</b>                          |                 |                   |
| 4000 · Watercraft Permits              | 1,555.00        | 106,489.00        |
| 4010 · Launch Fees                     | 787.00          | 20,847.00         |
| 4020 · Marina & Club Fees              | 0.00            | 8,400.00          |
| 4030 · Sublease & Access Fees          | 0.00            | 26,830.00         |
| 4040 · Property Tax - Brown Co.        | 0.00            | 36,666.54         |
| 4050 · Property Tax -Monroe Co.        | 0.00            | 115,671.09        |
| 4060 · Interest                        | 117.03          | 1,016.90          |
| 4070 · Grants & Donations              | 0.00            | 12,945.00         |
| 4080 · Fishing Tournament              | 3,560.00        | 4,310.00          |
| 4090 · Park Reservations               | 125.00          | 3,300.00          |
| 4100 · Park Admisioin Fees             | 0.00            | 46,338.00         |
| 4130 · Dredging/Rip-Rap Income         | 1,570.00        | 4,768.85          |
| <b>Total Income</b>                    | <b>7,714.03</b> | <b>387,582.38</b> |
| <b>Expense</b>                         |                 |                   |
| 6000 · Manager                         | 4,000.00        | 42,039.38         |
| 6010 · FICA                            | 838.45          | 10,546.49         |
| 6020 · State Unemployment Tax          | 102.69          | 348.62            |
| 6025 · Merchant Fees                   | 55.83           | 1,399.61          |
| 6030 · Retirement                      | 688.00          | 6,760.00          |
| 6040 · Health Insurance                | 455.79          | 4,712.14          |
| 6070 · Gate Attendant                  | 1,286.25        | 24,041.77         |
| 6100 · Lake Patrol                     | 0.00            | 568.00            |
| 6110 · Lake Biologist                  | 2,007.25        | 12,193.64         |
| 6111 · Dredger                         | 1,617.00        | 17,788.00         |
| 6112 · Dredger (Other)                 | 0.00            | 16,077.38         |
| 6113 · Assistant Dredger               | 840.00          | 15,177.00         |
| 6114 · Assistant Dredger (Other)       | 0.00            | 7,861.00          |
| 6115 · Dredger (Private)               | 789.25          | 1,386.00          |
| 6116 · Assistant Dredger (Private)     | 420.00          | 730.00            |
| 6120 · Season & Launch Permits         | 0.00            | 1,949.80          |
| 6130 · Daily Permits                   | 0.00            | 270.00            |
| 6140 · Receipt/Tickets Books           | 0.00            | 440.49            |
| 6150 · Checks                          | 0.00            | 99.90             |
| 6160 · Printer, Copier & Computer Supp | 0.00            | 286.23            |
| 6170 · Miscellaneous-Other             | 595.00          | 1,727.23          |
| 6180 · Postage                         | 0.00            | 749.03            |
| 6185 · Receipt Books                   | 0.00            | 741.39            |
| 6190 · General Business Supplies       | 0.00            | 985.13            |
| 6200 · Regular Gas                     | 0.00            | 5,355.46          |
| 6210 · Diesel                          | 372.15          | 10,117.02         |
| 6230 · Medical Supplies                | 2,949.97        | 2,949.97          |
| 6240 · Building & Grounds              | 199.99          | 2,305.62          |
| 6250 · Boat/Weed Harvester/Truck       | 0.00            | 414.76            |
| 6251 · Dredging Supplies               | 0.00            | 9,454.66          |
| 6252 · Rip Rap/Erosion Control         | 5,334.14        | 7,292.87          |
| 6260 · Uniforms                        | 0.00            | 569.53            |
| 6290 · Signs & Nautical Markers        | 0.00            | 4,362.49          |
| 6300 · Accounting Services             | 450.00          | 4,950.00          |
| 6310 · Grass                           | 1,760.00        | 10,560.00         |
| 6320 · Attorney                        | 0.00            | 1,627.50          |
| 6325 · Fish Managment Survey           | 0.00            | 4,000.00          |
| 6330 · Consulting Engineer             | 1,305.05        | 34,232.04         |
| 6350 · Other Prof/Secretarial Service  | 0.00            | 921.00            |
| 6370 · Phone, LDT, Pager, E-Mail       | 389.56          | 2,872.49          |
| 6390 · Hotel                           | 0.00            | 180.00            |
| 6400 · Meals                           | 53.40           | 176.41            |
| 6410 · Subscriptions                   | 0.00            | 541.99            |
| 6420 · Newsletter                      | 0.00            | 714.00            |
| 6430 · Ads                             | 0.00            | 35.04             |
| 6440 · Other                           | 0.00            | 600.60            |
| 6450 · Insurance                       | 8,265.10        | 44,617.10         |
| 6460 · Electric                        | 2,935.95        | 7,145.50          |
| 6470 · Water                           | 0.00            | 561.29            |
| 6480 · Trash                           | 156.47          | 1,449.53          |

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11/05/18

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**October 2018**

|                                       | <u>Oct 18</u>            | <u>Jan - Oct 18</u>      |
|---------------------------------------|--------------------------|--------------------------|
| 6490 · Port-O-Lets                    | 0.00                     | 360.00                   |
| 6500 · Pump Holding Tank              | 0.00                     | 500.00                   |
| 6510 · Building & Grounds Expense     | 639.67                   | 5,580.69                 |
| 6520 · Boat                           | 0.00                     | 2,279.14                 |
| 6530 · Truck                          | 0.00                     | 41.99                    |
| 6541 · Dredging Equipment Maintenance | 0.00                     | 1,836.59                 |
| 6542 · Equipment Rental               | 0.00                     | 5,074.00                 |
| 6560 · Water Testing                  | 0.00                     | 5,771.00                 |
| 6570 · Lake Weed Treatment            | 0.00                     | 36,891.60                |
| 6600 · 6% Marina Permit Sales         | 0.00                     | 2,035.62                 |
| 6661 · Disposal Site Preparation      | 0.00                     | 3,364.21                 |
| 6680 · Other Services and Charges     | 0.00                     | 1,000.00                 |
| 6681 · Fireworks                      | 0.00                     | 6,500.00                 |
| 6700 · Computer Equipment             | 0.00                     | 1,299.94                 |
| Total Expense                         | <u>38,506.96</u>         | <u>399,419.88</u>        |
| Net Income                            | <u><u>-30,792.93</u></u> | <u><u>-11,837.50</u></u> |

10:25 AM  
11/06/18  
Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through October 2018

|  | Jan - Oct 18      | Budget            | \$ Over Budget     | % of Budget  |
|--|-------------------|-------------------|--------------------|--------------|
| <b>Income</b>                          |                   |                   |                    |              |
| 4000 · Watercraft Permits              | 106,489.00        | 115,000.00        | -8,511.00          | 92.6%        |
| 4010 · Launch Fees                     | 20,847.00         | 22,000.00         | -1,153.00          | 94.8%        |
| 4020 · Marina & Club Fees              | 8,400.00          | 9,000.00          | -600.00            | 93.3%        |
| 4030 · Sublease & Access Fees          | 26,830.00         | 27,000.00         | -170.00            | 99.4%        |
| 4040 · Property Tax - Brown Co.        | 36,666.54         | 65,000.00         | -28,333.46         | 56.4%        |
| 4050 · Property Tax - Monroe Co.       | 115,671.09        | 185,000.00        | -69,328.91         | 62.5%        |
| 4060 · Interest                        | 1,016.90          | 1,250.00          | -233.10            | 81.4%        |
| 4070 · Grants & Donations              | 12,945.00         | 7,000.00          | 5,945.00           | 184.9%       |
| 4080 · Fishing Tournament              | 4,310.00          | 1,400.00          | 2,910.00           | 307.9%       |
| 4090 · Park Reservations               | 3,300.00          | 4,000.00          | -700.00            | 82.5%        |
| 4100 · Park Admisiion Fees             | 46,338.00         | 40,000.00         | 6,338.00           | 115.8%       |
| 4110 · Concessions                     | 0.00              | 1,000.00          | -1,000.00          | 0.0%         |
| 4130 · Dredging/Rip-Rap Income         | 4,768.85          | 20,000.00         | -15,231.15         | 23.8%        |
| <b>Total Income</b>                    | <b>387,582.38</b> | <b>497,650.00</b> | <b>-110,067.62</b> | <b>77.9%</b> |
| <b>Expense</b>                         |                   |                   |                    |              |
| 6000 · Manager                         | 42,039.38         | 52,000.00         | -9,960.62          | 80.8%        |
| 6001 · Operations Supervisor           | 0.00              | 41,000.00         | -41,000.00         | 0.0%         |
| 6010 · FICA                            | 10,546.49         | 13,500.00         | -2,953.51          | 78.1%        |
| 6020 · State Unemployment Tax          | 348.62            | 800.00            | -451.38            | 43.6%        |
| 6025 · Merchant Fees                   | 1,399.61          |                   |                    |              |
| 6030 · Retirement                      | 6,760.00          | 15,000.00         | -8,240.00          | 45.1%        |
| 6040 · Health Insurance                | 4,712.14          | 10,000.00         | -5,287.86          | 47.1%        |
| 6070 · Gate Attendant                  | 24,041.77         | 21,000.00         | 3,041.77           | 114.5%       |
| 6100 · Lake Patrol                     | 568.00            | 4,800.00          | -4,232.00          | 11.8%        |
| 6110 · Lake Biologist                  | 12,193.64         |                   |                    |              |
| 6111 · Dredger                         | 17,788.00         | 23,100.00         | -5,312.00          | 77.0%        |
| 6112 · Dredger (Other)                 | 16,077.38         | 14,500.00         | 1,577.38           | 110.9%       |
| 6113 · Assistant Dredger               | 15,177.00         | 11,400.00         | 3,777.00           | 133.1%       |
| 6114 · Assistant Dredger (Other)       | 7,861.00          | 5,700.00          | 2,161.00           | 137.9%       |
| 6115 · Dredger (Private)               | 1,386.00          | 3,850.00          | -2,464.00          | 36.0%        |
| 6116 · Assistant Dredger (Private)     | 730.00            | 1,900.00          | -1,170.00          | 38.4%        |
| 6120 · Season & Launch Permits         | 1,949.80          | 1,700.00          | 249.80             | 114.7%       |
| 6130 · Daily Permits                   | 270.00            | 400.00            | -130.00            | 67.5%        |
| 6140 · Receipt/Tickets Books           | 440.49            | 400.00            | 40.49              | 110.1%       |
| 6150 · Checks                          | 99.90             | 200.00            | -100.10            | 50.0%        |
| 6160 · Printer, Copier & Computer Supp | 286.23            | 800.00            | -513.77            | 35.8%        |
| 6170 · Miscellaneous-Other             | 1,727.23          | 1,300.00          | 427.23             | 132.9%       |
| 6180 · Postage                         | 749.03            | 750.00            | -0.97              | 99.9%        |
| 6185 · Receipt Books                   | 741.39            |                   |                    |              |
| 6190 · General Business Supplies       | 985.13            | 750.00            | 235.13             | 131.4%       |
| 6200 · Regular Gas                     | 5,355.46          | 6,000.00          | -644.54            | 89.3%        |
| 6210 · Diesel                          | 10,117.02         | 7,000.00          | 3,117.02           | 144.5%       |
| 6230 · Medical Supplies                | 2,949.97          | 3,000.00          | -50.03             | 98.3%        |
| 6240 · Building & Grounds              | 2,305.62          | 5,000.00          | -2,694.38          | 46.1%        |
| 6250 · Boat/Weed Harvester/Truck       | 414.76            | 1,500.00          | -1,085.24          | 27.7%        |



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11/06/18

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through October 2018

|                                       | Jan - Oct 18      | Budget            | \$ Over Budget     | % of Budget  |
|---------------------------------------|-------------------|-------------------|--------------------|--------------|
| 6251 · Dredging Supplies              | 9,454.66          | 12,000.00         | -2,545.34          | 78.8%        |
| 6252 · Rip Rap/Erosion Control        | 7,292.87          | 15,000.00         | -7,707.13          | 48.6%        |
| 6260 · Uniforms                       | 569.53            | 200.00            | 369.53             | 284.8%       |
| 6290 · Signs & Nautical Markers       | 4,362.49          | 3,500.00          | 862.49             | 124.6%       |
| 6300 · Accounting Services            | 4,950.00          | 5,400.00          | -450.00            | 91.7%        |
| 6310 · Grass                          | 10,560.00         | 10,560.00         | 0.00               | 100.0%       |
| 6320 · Attorney                       | 1,627.50          | 4,000.00          | -2,372.50          | 40.7%        |
| 6325 · Fish Managment Survey          | 4,000.00          |                   |                    |              |
| 6330 · Consulting Engineer            | 34,232.04         | 50,000.00         | -15,767.96         | 68.5%        |
| 6350 · Other Prof/Secretarial Service | 921.00            | 1,000.00          | -79.00             | 92.1%        |
| 6370 · Phone, LDT, Pager, E-Mail      | 2,872.49          | 2,900.00          | -27.51             | 99.1%        |
| 6390 · Hotel                          | 180.00            | 300.00            | -120.00            | 60.0%        |
| 6400 · Meals                          | 176.41            | 150.00            | 26.41              | 117.6%       |
| 6410 · Subscriptions                  | 541.99            | 350.00            | 191.99             | 154.9%       |
| 6420 · Newsletter                     | 714.00            |                   |                    |              |
| 6430 · Ads                            | 35.04             | 500.00            | -464.96            | 7.0%         |
| 6440 · Other                          | 600.60            | 1,000.00          | -399.40            | 60.1%        |
| 6450 · Insurance                      | 44,617.10         | 45,000.00         | -382.90            | 99.1%        |
| 6460 · Electric                       | 7,145.50          | 5,000.00          | 2,145.50           | 142.9%       |
| 6470 · Water                          | 561.29            | 750.00            | -188.71            | 74.8%        |
| 6480 · Trash                          | 1,449.53          | 1,500.00          | -50.47             | 96.6%        |
| 6490 · Port-O-Lets                    | 360.00            | 2,000.00          | -1,640.00          | 18.0%        |
| 6500 · Pump Holding Tank              | 500.00            | 800.00            | -300.00            | 62.5%        |
| 6510 · Building & Grounds Expense     | 5,580.69          | 5,500.00          | 80.69              | 101.5%       |
| 6520 · Boat                           | 2,279.14          | 3,000.00          | -720.86            | 76.0%        |
| 6530 · Truck                          | 41.99             | 1,000.00          | -958.01            | 4.2%         |
| 6541 · Dredging Equipment Maintenance | 1,836.59          | 15,000.00         | -13,163.41         | 12.2%        |
| 6542 · Equipment Rental               | 5,074.00          | 17,000.00         | -11,926.00         | 29.8%        |
| 6560 · Water Testing                  | 5,771.00          | 5,500.00          | 271.00             | 104.9%       |
| 6570 · Lake Weed Treatment            | 36,891.60         | 50,000.00         | -13,108.40         | 73.8%        |
| 6590 · Contingency Funds 10%          | 0.00              | 5,000.00          | -5,000.00          | 0.0%         |
| 6600 · 6% MarinaPermit Sales          | 2,035.62          | 2,300.00          | -264.38            | 88.5%        |
| 6610 · Cumulative Maintenance Fund    | 0.00              | 5,000.00          | -5,000.00          | 0.0%         |
| 6630 · Spillway Repairs               | 0.00              | 10,000.00         | -10,000.00         | 0.0%         |
| 6661 · Disposal Site Preparation      | 3,364.21          | 10,000.00         | -6,635.79          | 33.6%        |
| 6680 · Other Services and Charges     | 1,000.00          | 1,000.00          | 0.00               | 100.0%       |
| 6681 · Fireworks                      | 6,500.00          | 6,500.00          | 0.00               | 100.0%       |
| 6700 · Computer Equipment             | 1,299.94          |                   |                    |              |
| <b>Total Expense</b>                  | <b>399,419.88</b> | <b>546,060.00</b> | <b>-146,640.12</b> | <b>73.1%</b> |
| <b>Net Income</b>                     | <b>-11,837.50</b> | <b>-48,410.00</b> | <b>36,572.50</b>   | <b>24.5%</b> |

**LAKE LEMON CONSERVANCY**

Financial Statements

For the Period Ending

January 1, 2018 thru November 30, 2018

**(UNAUDITED)**

**Watkins Accounting  
113 E. 19<sup>th</sup> Street  
Bloomington, IN 47408**

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of November 30, 2018 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 6, 2018

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12/06/18

Accrual Basis

**LAKE LEMON CONSERVANCY****Balance Sheet****As of November 30, 2018**

|  | <u>Nov 30, 18</u>          |
|--|----------------------------|
| <b>ASSETS</b>                          |                            |
| <b>Current Assets</b>                  |                            |
| Checking/Savings                       |                            |
| 1000 · Peoples State Bank              | 280,017.71                 |
| 1010 · Petty Cash                      | 100.00                     |
| 1020 · Change Fund                     | 200.00                     |
| 1030 · CD's General Fund               | 116,104.59                 |
| 1040 · CD's Cumulative Maint Fund      | 96,816.67                  |
| 1050 · Savings Account                 | 3,908.22                   |
| <b>Total Checking/Savings</b>          | <u>497,147.19</u>          |
| <b>Total Current Assets</b>            | 497,147.19                 |
| <b>Fixed Assets</b>                    |                            |
| 1510 · Trucks                          | 132,761.25                 |
| 1520 · Other Asset                     | 3,993.11                   |
| 1550 · Boats                           | 300,550.00                 |
| 1680 · Other Fixed Assets              | 146,411.85                 |
| <b>Total Fixed Assets</b>              | <u>583,716.21</u>          |
| <b>TOTAL ASSETS</b>                    | <u><b>1,080,863.40</b></u> |
| <b>LIABILITIES &amp; EQUITY</b>        |                            |
| <b>Liabilities</b>                     |                            |
| <b>Current Liabilities</b>             |                            |
| Other Current Liabilities              |                            |
| 2010 · FICA & Federal Taxes Payable    | 1,597.94                   |
| 2020 · State & Co. Withholding Payable | 273.02                     |
| <b>Total Other Current Liabilities</b> | <u>1,870.96</u>            |
| <b>Total Current Liabilities</b>       | <u>1,870.96</u>            |
| <b>Total Liabilities</b>               | 1,870.96                   |
| <b>Equity</b>                          |                            |
| 3000 · Opening Balance Equity          | 101,373.66                 |
| 3040 · General Fund                    | 503,214.77                 |
| 3060 · Cumulative Maintenance Fund     | 96,942.92                  |
| 3200 · Retained Earnings               | 398,837.43                 |
| Net Income                             | -21,376.34                 |
| <b>Total Equity</b>                    | <u>1,078,992.44</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>  | <u><b>1,080,863.40</b></u> |



# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

### January through November 2018

|  | Jan - Nov 18      | Jan - Nov 17      | \$ Change       | % Change    |
|--|-------------------|-------------------|-----------------|-------------|
| <b>Income</b>                          |                   |                   |                 |             |
| 4000 · Watercraft Permits              | 108,356.00        | 102,730.00        | 5,626.00        | 5.5%        |
| 4010 · Launch Fees                     | 20,987.00         | 21,063.00         | -76.00          | -0.4%       |
| 4020 · Marina & Club Fees              | 8,400.00          | 9,125.00          | -725.00         | -8.0%       |
| 4030 · Sublease & Access Fees          | 26,830.00         | 25,540.00         | 1,290.00        | 5.1%        |
| 4040 · Property Tax - Brown Co.        | 36,666.54         | 37,911.16         | -1,244.62       | -3.3%       |
| 4050 · Property Tax - Monroe Co.       | 115,671.09        | 113,377.99        | 2,293.10        | 2.0%        |
| 4060 · Interest                        | 1,279.30          | 1,060.43          | 218.87          | 20.6%       |
| 4070 · Grants & Donations              | 13,305.00         | 11,234.00         | 2,071.00        | 18.4%       |
| 4080 · Fishing Tournament              | 4,360.00          | 1,125.00          | 3,235.00        | 287.6%      |
| 4090 · Park Reservations               | 3,300.00          | 4,500.00          | -1,200.00       | -26.7%      |
| 4100 · Park Admisiion Fees             | 46,338.00         | 44,906.00         | 1,432.00        | 3.2%        |
| 4130 · Dredging/Rip-Rap Income         | 11,688.85         | 17,992.16         | -6,303.31       | -35.0%      |
| <b>Total Income</b>                    | <b>397,181.78</b> | <b>390,564.74</b> | <b>6,617.04</b> | <b>1.7%</b> |
| <b>Expense</b>                         |                   |                   |                 |             |
| 6000 · Manager                         | 46,039.38         | 45,115.42         | 923.96          | 2.1%        |
| 6001 · Operations Supervisor           | 0.00              | 17,688.00         | -17,688.00      | -100.0%     |
| 6010 · FICA                            | 11,038.96         | 10,148.52         | 890.44          | 8.8%        |
| 6020 · State Unemployment Tax          | 348.62            | 559.42            | -210.80         | -37.7%      |
| 6025 · Merchant Fees                   | 1,425.08          | 1,134.29          | 290.79          | 25.6%       |
| 6030 · Retirement                      | 7,448.00          | 9,507.18          | -2,059.18       | -21.7%      |
| 6040 · Health Insurance                | 5,167.93          | 6,724.41          | -1,556.48       | -23.2%      |
| 6070 · Gate Attendant                  | 24,540.02         | 20,598.90         | 3,941.12        | 19.1%       |
| 6100 · Lake Patrol                     | 568.00            | 0.00              | 568.00          | 100.0%      |
| 6110 · Lake Biologist                  | 14,133.14         | 0.00              | 14,133.14       | 100.0%      |
| 6111 · Dredger                         | 17,788.00         | 15,041.50         | 2,746.50        | 18.3%       |
| 6112 · Dredger (Other)                 | 16,077.38         | 15,599.75         | 477.63          | 3.1%        |
| 6113 · Assistant Dredger               | 15,177.00         | 7,001.00          | 8,176.00        | 116.8%      |
| 6114 · Assistant Dredger (Other)       | 7,861.00          | 8,009.50          | -148.50         | -1.9%       |
| 6115 · Dredger (Private)               | 1,386.00          | 2,893.50          | -1,507.50       | -52.1%      |
| 6116 · Assistant Dredger (Private)     | 730.00            | 712.25            | 17.75           | 2.5%        |
| 6120 · Season & Launch Permits         | 1,949.80          | 1,964.21          | -14.41          | -0.7%       |
| 6130 · Daily Permits                   | 270.00            | 467.70            | -197.70         | -42.3%      |
| 6140 · Receipt/Tickets Books           | 440.49            | 484.01            | -43.52          | -9.0%       |
| 6150 · Checks                          | 99.90             | 0.00              | 99.90           | 100.0%      |
| 6160 · Printer, Copier & Computer Supp | 286.23            | 279.98            | 6.25            | 2.2%        |
| 6170 · Miscellaneous-Other             | 1,727.23          | 1,504.85          | 222.38          | 14.8%       |
| 6180 · Postage                         | 854.02            | 900.61            | -46.59          | -5.2%       |
| 6185 · Receipt Books                   | 741.39            | 0.00              | 741.39          | 100.0%      |
| 6190 · General Business Supplies       | 1,335.57          | 830.64            | 504.93          | 60.8%       |
| 6200 · Regular Gas                     | 5,355.46          | 1,033.76          | 4,321.70        | 418.1%      |
| 6210 · Diesel                          | 12,702.02         | 6,569.92          | 6,132.10        | 93.3%       |
| 6230 · Medical Supplies                | 2,949.97          | 0.00              | 2,949.97        | 100.0%      |
| 6240 · Building & Grounds              | 2,311.61          | 6,028.66          | -3,717.05       | -61.7%      |
| 6250 · Boat/Weed Harvester/Truck       | 414.76            | 267.14            | 147.62          | 55.3%       |
| 6251 · Dredging Supplies               | 9,454.66          | 12,146.50         | -2,691.84       | -22.2%      |
| 6252 · Rip Rap/Erosion Control         | 8,854.22          | 14,053.14         | -5,198.92       | -37.0%      |
| 6260 · Uniforms                        | 569.53            | 0.00              | 569.53          | 100.0%      |
| 6290 · Signs & Nautical Markers        | 4,362.49          | 713.09            | 3,649.40        | 511.8%      |
| 6300 · Accounting Services             | 5,400.00          | 5,850.00          | -450.00         | -7.7%       |
| 6310 · Grass                           | 10,560.00         | 10,560.00         | 0.00            | 0.0%        |
| 6320 · Attorney                        | 1,627.50          | 2,720.86          | -1,093.36       | -40.2%      |
| 6325 · Fish Managment Survey           | 4,000.00          | 0.00              | 4,000.00        | 100.0%      |
| 6330 · Consulting Engineer             | 41,424.21         | 0.00              | 41,424.21       | 100.0%      |
| 6350 · Other Prof/Secretarial Service  | 921.00            | 1,125.00          | -204.00         | -18.1%      |
| 6370 · Phone, LDT, Pager, E-Mail       | 3,142.05          | 2,763.48          | 378.57          | 13.7%       |
| 6390 · Hotel                           | 636.00            | 204.02            | 431.98          | 211.7%      |
| 6400 · Meals                           | 195.05            | 75.69             | 119.36          | 157.7%      |
| 6410 · Subscriptions                   | 541.99            | 1,209.12          | -667.13         | -55.2%      |
| 6420 · Newsletter                      | 714.00            | 0.00              | 714.00          | 100.0%      |
| 6430 · Ads                             | 50.83             | 99.94             | -49.11          | -49.1%      |
| 6440 · Other                           | 600.60            | 999.04            | -398.44         | -39.9%      |
| 6450 · Insurance                       | 44,669.10         | 48,446.00         | -3,776.90       | -7.8%       |
| 6460 · Electric                        | 4,978.45          | 3,958.45          | 1,020.00        | 25.8%       |
| 6470 · Water                           | 616.40            | 605.85            | 10.55           | 1.7%        |



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Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Prev Year Comparison**  
**January through November 2018**

|                                       | Jan - Nov 18      | Jan - Nov 17       | \$ Change         | % Change      |
|---------------------------------------|-------------------|--------------------|-------------------|---------------|
| 6480 · Trash                          | 1,538.30          | 1,835.99           | -297.69           | -16.2%        |
| 6490 · Port-O-Lets                    | 360.00            | 1,975.00           | -1,615.00         | -81.8%        |
| 6500 · Pump Holding Tank              | 500.00            | 700.00             | -200.00           | -28.6%        |
| 6510 · Building & Grounds Expense     | 5,580.69          | 4,519.61           | 1,061.08          | 23.5%         |
| 6520 · Boat                           | 2,279.14          | 1,700.99           | 578.15            | 34.0%         |
| 6530 · Truck                          | 41.99             | 338.22             | -296.23           | -87.6%        |
| 6541 · Dredging Equipment Maintenance | 1,836.59          | 5,837.76           | -4,001.17         | -68.5%        |
| 6542 · Equipment Rental               | 5,074.00          | 28,860.05          | -23,786.05        | -82.4%        |
| 6560 · Water Testing                  | 5,771.00          | 5,141.00           | 630.00            | 12.3%         |
| 6570 · Lake Weed Treatment            | 36,891.60         | 51,539.50          | -14,647.90        | -28.4%        |
| 6600 · 6% Marina Permit Sales         | 2,035.62          | 1,948.74           | 86.88             | 4.5%          |
| 6620 · Dam/Spillway Inspection        | 0.00              | 9,733.78           | -9,733.78         | -100.0%       |
| 6661 · Disposal Site Preparation      | 3,364.21          | 10,761.90          | -7,397.69         | -68.7%        |
| 6680 · Other Services and Charges     | 1,000.00          | 1,269.00           | -269.00           | -21.2%        |
| 6681 · Fireworks                      | 6,500.00          | 6,500.00           | 0.00              | 0.0%          |
| 6700 · Computer Equipment             | 1,299.94          | 0.00               | 1,299.94          | 100.0%        |
| 6703 · Excavator                      | 0.00              | 87,870.00          | -87,870.00        | -100.0%       |
| <b>Total Expense</b>                  | <b>418,558.12</b> | <b>507,126.84</b>  | <b>-88,568.72</b> | <b>-17.5%</b> |
| <b>Net Income</b>                     | <b>-21,376.34</b> | <b>-116,562.10</b> | <b>95,185.76</b>  | <b>81.7%</b>  |

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12/07/18

Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

### November 2018

|  | Nov 18   | Jan - Nov 18 |
|--|----------|--------------|
| <b>Income</b>                          |          |              |
| 4000 · Watercraft Permits              | 1,867.00 | 108,356.00   |
| 4010 · Launch Fees                     | 140.00   | 20,987.00    |
| 4020 · Marina & Club Fees              | 0.00     | 8,400.00     |
| 4030 · Sublease & Access Fees          | 0.00     | 26,830.00    |
| 4040 · Property Tax - Brown Co.        | 0.00     | 36,666.54    |
| 4050 · Property Tax -Monroe Co.        | 0.00     | 115,671.09   |
| 4060 · Interest                        | 262.40   | 1,279.30     |
| 4070 · Grants & Donations              | 360.00   | 13,305.00    |
| 4080 · Fishing Tournament              | 50.00    | 4,360.00     |
| 4090 · Park Reservations               | 0.00     | 3,300.00     |
| 4100 · Park Admisiion Fees             | 0.00     | 46,338.00    |
| 4130 · Dredging/Rip-Rap Income         | 6,920.00 | 11,688.85    |
| <b>Total Income</b>                    | 9,599.40 | 397,181.78   |
| <b>Expense</b>                         |          |              |
| 6000 · Manager                         | 4,000.00 | 46,039.38    |
| 6010 · FICA                            | 492.47   | 11,038.96    |
| 6020 · State Unemployment Tax          | 0.00     | 348.62       |
| 6025 · Merchant Fees                   | 25.47    | 1,425.08     |
| 6030 · Retirement                      | 688.00   | 7,448.00     |
| 6040 · Health Insurance                | 455.79   | 5,167.93     |
| 6070 · Gate Attendant                  | 498.25   | 24,540.02    |
| 6100 · Lake Patrol                     | 0.00     | 568.00       |
| 6110 · Lake Biologist                  | 1,939.50 | 14,133.14    |
| 6111 · Dredger                         | 0.00     | 17,788.00    |
| 6112 · Dredger (Other)                 | 0.00     | 16,077.38    |
| 6113 · Assistant Dredger               | 0.00     | 15,177.00    |
| 6114 · Assistant Dredger (Other)       | 0.00     | 7,861.00     |
| 6115 · Dredger (Private)               | 0.00     | 1,386.00     |
| 6116 · Assistant Dredger (Private)     | 0.00     | 730.00       |
| 6120 · Season & Launch Permits         | 0.00     | 1,949.80     |
| 6130 · Daily Permits                   | 0.00     | 270.00       |
| 6140 · Receipt/Tickets Books           | 0.00     | 440.49       |
| 6150 · Checks                          | 0.00     | 99.90        |
| 6160 · Printer, Copier & Computer Supp | 0.00     | 286.23       |
| 6170 · Miscellaneous-Other             | 0.00     | 1,727.23     |
| 6180 · Postage                         | 104.99   | 854.02       |
| 6185 · Receipt Books                   | 0.00     | 741.39       |
| 6190 · General Business Supplies       | 350.44   | 1,335.57     |
| 6200 · Regular Gas                     | 0.00     | 5,355.46     |
| 6210 · Diesel                          | 0.00     | 12,702.02    |
| 6230 · Medical Supplies                | 0.00     | 2,949.97     |
| 6240 · Building & Grounds              | 5.99     | 2,311.61     |
| 6250 · Boat/Weed Harvester/Truck       | 0.00     | 414.76       |
| 6251 · Dredging Supplies               | 0.00     | 9,454.66     |
| 6252 · Rip Rap/Erosion Control         | 1,561.35 | 8,854.22     |
| 6260 · Uniforms                        | 0.00     | 569.53       |
| 6290 · Signs & Nautical Markers        | 0.00     | 4,362.49     |
| 6300 · Accounting Services             | 450.00   | 5,400.00     |
| 6310 · Grass                           | 0.00     | 10,560.00    |
| 6320 · Attorney                        | 0.00     | 1,627.50     |
| 6325 · Fish Managment Survey           | 0.00     | 4,000.00     |
| 6330 · Consulting Engineer             | 7,192.17 | 41,424.21    |
| 6350 · Other Prof/Secretarial Service  | 0.00     | 921.00       |
| 6370 · Phone, LDT, Pager, E-Mail       | 269.56   | 3,142.05     |
| 6390 · Hotel                           | 456.00   | 636.00       |
| 6400 · Meals                           | 18.64    | 195.05       |
| 6410 · Subscriptions                   | 0.00     | 541.99       |
| 6420 · Newsletter                      | 0.00     | 714.00       |
| 6430 · Ads                             | 15.79    | 50.83        |
| 6440 · Other                           | 0.00     | 600.60       |
| 6450 · Insurance                       | 52.00    | 44,669.10    |
| 6460 · Electric                        | 417.95   | 4,978.45     |
| 6470 · Water                           | 55.11    | 616.40       |
| 6480 · Trash                           | 88.77    | 1,538.30     |

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12/07/18  
Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**November 2018**

|                                       | Nov 18           | Jan - Nov 18      |
|---------------------------------------|------------------|-------------------|
| 6490 · Port-O-Lets                    | 0.00             | 360.00            |
| 6500 · Pump Holding Tank              | 0.00             | 500.00            |
| 6510 · Building & Grounds Expense     | 0.00             | 5,580.69          |
| 6520 · Boat                           | 0.00             | 2,279.14          |
| 6530 · Truck                          | 0.00             | 41.99             |
| 6541 · Dredging Equipment Maintenance | 0.00             | 1,836.59          |
| 6542 · Equipment Rental               | 0.00             | 5,074.00          |
| 6560 · Water Testing                  | 0.00             | 5,771.00          |
| 6570 · Lake Weed Treatment            | 0.00             | 36,891.60         |
| 6600 · 6% MarinaPermit Sales          | 0.00             | 2,035.62          |
| 6661 · Disposal Site Preparation      | 0.00             | 3,364.21          |
| 6680 · Other Services and Charges     | 0.00             | 1,000.00          |
| 6681 · Fireworks                      | 0.00             | 6,500.00          |
| 6700 · Computer Equipment             | 0.00             | 1,299.94          |
| Total Expense                         | 19,138.24        | 418,558.12        |
| Net Income                            | <u>-9,538.84</u> | <u>-21,376.34</u> |



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12/07/18

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2018

|  | Jan - Nov 18      | Budget            | \$ Over Budget     | % of Budget  |
|--|-------------------|-------------------|--------------------|--------------|
| <b>Income</b>                          |                   |                   |                    |              |
| 4000 · Watercraft Permits              | 108,356.00        | 115,000.00        | -6,644.00          | 94.2%        |
| 4010 · Launch Fees                     | 20,987.00         | 22,000.00         | -1,013.00          | 95.4%        |
| 4020 · Marina & Club Fees              | 8,400.00          | 9,000.00          | -600.00            | 93.3%        |
| 4030 · Sublease & Access Fees          | 26,830.00         | 27,000.00         | -170.00            | 99.4%        |
| 4040 · Property Tax - Brown Co.        | 36,666.54         | 65,000.00         | -28,333.46         | 56.4%        |
| 4050 · Property Tax -Monroe Co.        | 115,671.09        | 185,000.00        | -69,328.91         | 62.5%        |
| 4060 · Interest                        | 1,279.30          | 1,250.00          | 29.30              | 102.3%       |
| 4070 · Grants & Donations              | 13,305.00         | 7,000.00          | 6,305.00           | 190.1%       |
| 4080 · Fishing Tournament              | 4,360.00          | 1,400.00          | 2,960.00           | 311.4%       |
| 4090 · Park Reservations               | 3,300.00          | 4,000.00          | -700.00            | 82.5%        |
| 4100 · Park Admisioin Fees             | 46,338.00         | 40,000.00         | 6,338.00           | 115.8%       |
| 4110 · Concessions                     | 0.00              | 1,000.00          | -1,000.00          | 0.0%         |
| 4130 · Dredging/Rip-Rap Income         | 11,688.85         | 20,000.00         | -8,311.15          | 58.4%        |
| <b>Total Income</b>                    | <b>397,181.78</b> | <b>497,650.00</b> | <b>-100,468.22</b> | <b>79.8%</b> |
| <b>Expense</b>                         |                   |                   |                    |              |
| 6000 · Manager                         | 46,039.38         | 52,000.00         | -5,960.62          | 88.5%        |
| 6001 · Operations Supervisor           | 0.00              | 41,000.00         | -41,000.00         | 0.0%         |
| 6010 · FICA                            | 11,038.96         | 13,500.00         | -2,461.04          | 81.8%        |
| 6020 · State Unemployment Tax          | 348.62            | 800.00            | -451.38            | 43.6%        |
| 6025 · Merchant Fees                   | 1,425.08          |                   |                    |              |
| 6030 · Retirement                      | 7,448.00          | 15,000.00         | -7,552.00          | 49.7%        |
| 6040 · Health Insurance                | 5,167.93          | 10,000.00         | -4,832.07          | 51.7%        |
| 6070 · Gate Attendant                  | 24,540.02         | 21,000.00         | 3,540.02           | 116.9%       |
| 6100 · Lake Patrol                     | 568.00            | 4,800.00          | -4,232.00          | 11.8%        |
| 6110 · Lake Biologist                  | 14,133.14         |                   |                    |              |
| 6111 · Dredger                         | 17,788.00         | 23,100.00         | -5,312.00          | 77.0%        |
| 6112 · Dredger (Other)                 | 16,077.38         | 14,500.00         | 1,577.38           | 110.9%       |
| 6113 · Assistant Dredger               | 15,177.00         | 11,400.00         | 3,777.00           | 133.1%       |
| 6114 · Assistant Dredger (Other)       | 7,861.00          | 5,700.00          | 2,161.00           | 137.9%       |
| 6115 · Dredger (Private)               | 1,386.00          | 3,850.00          | -2,464.00          | 36.0%        |
| 6116 · Assistant Dredger (Private)     | 730.00            | 1,900.00          | -1,170.00          | 38.4%        |
| 6120 · Season & Launch Permits         | 1,949.80          | 1,700.00          | 249.80             | 114.7%       |
| 6130 · Daily Permits                   | 270.00            | 400.00            | -130.00            | 67.5%        |
| 6140 · Receipt/Tickets Books           | 440.49            | 400.00            | 40.49              | 110.1%       |
| 6150 · Checks                          | 99.90             | 200.00            | -100.10            | 50.0%        |
| 6160 · Printer, Copier & Computer Supp | 286.23            | 800.00            | -513.77            | 35.8%        |
| 6170 · Miscellaneous-Other             | 1,727.23          | 1,300.00          | 427.23             | 132.9%       |
| 6180 · Postage                         | 854.02            | 750.00            | 104.02             | 113.9%       |
| 6185 · Receipt Books                   | 741.39            |                   |                    |              |
| 6190 · General Business Supplies       | 1,335.57          | 750.00            | 585.57             | 178.1%       |
| 6200 · Regular Gas                     | 5,355.46          | 6,000.00          | -644.54            | 89.3%        |
| 6210 · Diesel                          | 12,702.02         | 7,000.00          | 5,702.02           | 181.5%       |
| 6230 · Medical Supplies                | 2,949.97          | 3,000.00          | -50.03             | 98.3%        |
| 6240 · Building & Grounds              | 2,311.61          | 5,000.00          | -2,688.39          | 46.2%        |
| 6250 · Boat/Weed Harvester/Truck       | 414.76            | 1,500.00          | -1,085.24          | 27.7%        |

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12/07/18

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2018

|                                       | Jan - Nov 18      | Budget            | \$ Over Budget     | % of Budget  |
|---------------------------------------|-------------------|-------------------|--------------------|--------------|
| 6251 · Dredging Supplies              | 9,454.66          | 12,000.00         | -2,545.34          | 78.8%        |
| 6252 · Rip Rap/Erosion Control        | 8,854.22          | 15,000.00         | -6,145.78          | 59.0%        |
| 6260 · Uniforms                       | 569.53            | 200.00            | 369.53             | 284.8%       |
| 6290 · Signs & Nautical Markers       | 4,362.49          | 3,500.00          | 862.49             | 124.6%       |
| 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                       | 1,627.50          | 4,000.00          | -2,372.50          | 40.7%        |
| 6325 · Fish Managment Survey          | 4,000.00          |                   |                    |              |
| 6330 · Consulting Engineer            | 41,424.21         | 50,000.00         | -8,575.79          | 82.8%        |
| 6350 · Other Prof/Secretarial Service | 921.00            | 1,000.00          | -79.00             | 92.1%        |
| 6370 · Phone, LDT, Pager, E-Mail      | 3,142.05          | 2,900.00          | 242.05             | 108.3%       |
| 6390 · Hotel                          | 636.00            | 300.00            | 336.00             | 212.0%       |
| 6400 · Meals                          | 195.05            | 150.00            | 45.05              | 130.0%       |
| 6410 · Subscriptions                  | 541.99            | 350.00            | 191.99             | 154.9%       |
| 6420 · Newsletter                     | 714.00            |                   |                    |              |
| 6430 · Ads                            | 50.83             | 500.00            | -449.17            | 10.2%        |
| 6440 · Other                          | 600.60            | 1,000.00          | -399.40            | 60.1%        |
| 6450 · Insurance                      | 44,669.10         | 45,000.00         | -330.90            | 99.3%        |
| 6460 · Electric                       | 4,978.45          | 5,000.00          | -21.55             | 99.6%        |
| 6470 · Water                          | 616.40            | 750.00            | -133.60            | 82.2%        |
| 6480 · Trash                          | 1,538.30          | 1,500.00          | 38.30              | 102.6%       |
| 6490 · Port-O-Lets                    | 360.00            | 2,000.00          | -1,640.00          | 18.0%        |
| 6500 · Pump Holding Tank              | 500.00            | 800.00            | -300.00            | 62.5%        |
| 6510 · Building & Grounds Expense     | 5,580.69          | 5,500.00          | 80.69              | 101.5%       |
| 6520 · Boat                           | 2,279.14          | 3,000.00          | -720.86            | 76.0%        |
| 6530 · Truck                          | 41.99             | 1,000.00          | -958.01            | 4.2%         |
| 6541 · Dredging Equipment Maintenance | 1,836.59          | 15,000.00         | -13,163.41         | 12.2%        |
| 6542 · Equipment Rental               | 5,074.00          | 17,000.00         | -11,926.00         | 29.8%        |
| 6560 · Water Testing                  | 5,771.00          | 5,500.00          | 271.00             | 104.9%       |
| 6570 · Lake Weed Treatment            | 36,891.60         | 50,000.00         | -13,108.40         | 73.8%        |
| 6590 · Contingency Funds 10%          | 0.00              | 5,000.00          | -5,000.00          | 0.0%         |
| 6600 · 6% MarinaPermit Sales          | 2,035.62          | 2,300.00          | -264.38            | 88.5%        |
| 6610 · Cumulative Maintenance Fund    | 0.00              | 5,000.00          | -5,000.00          | 0.0%         |
| 6630 · Spillway Repairs               | 0.00              | 10,000.00         | -10,000.00         | 0.0%         |
| 6661 · Disposal Site Preparation      | 3,364.21          | 10,000.00         | -6,635.79          | 33.6%        |
| 6680 · Other Services and Charges     | 1,000.00          | 1,000.00          | 0.00               | 100.0%       |
| 6681 · Fireworks                      | 6,500.00          | 6,500.00          | 0.00               | 100.0%       |
| 6700 · Computer Equipment             | 1,299.94          |                   |                    |              |
| <b>Total Expense</b>                  | <b>418,558.12</b> | <b>546,060.00</b> | <b>-127,501.88</b> | <b>76.7%</b> |
| <b>Net Income</b>                     | <b>-21,376.34</b> | <b>-48,410.00</b> | <b>27,033.66</b>   | <b>44.2%</b> |



# *Lake Lemon Conservancy District*

Date: December 12, 2018

## ALLOWANCE OF VOUCHERS

Mike Blackwell  
Treasurer

(Report of Claims - October 2018)

(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 \$ 34,270.71

Dated this 12th Day of December, 2018


### Signature of Governing Board

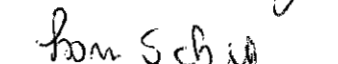
  
PAM DUGAN, CHAIRMAN


  
MARY JANE BROWN, VICE-CHAIR

  
MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

  
DEBRA LADYMAN, Sub-Area II

  
LORA SCHELL, Sub-Area IV

  
LES WADZINSKI, Sub-Area V



11:38 AM

11/05/18

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 October 2018

| Type  | Num  | Date       | Name               | Item                   | Account               | Paid Amount | Original Amount |
|-------|------|------------|--------------------|------------------------|-----------------------|-------------|-----------------|
| Check | 4570 | 10/9/2018  | 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 | 4571 | 10/9/2018  | WATKINS ACCOU...   |                        | 1000 · Peoples Sta... |             | -450.00         |
|       |      |            |                    | 6300 · Accounting ...  |                       | -450.00     | 450.00          |
| TOTAL |      |            |                    |                        |                       | -450.00     | 450.00          |
| Check | 4572 | 10/15/2018 | WHITE RIVER CO...  |                        | 1000 · Peoples Sta... |             | -2,585.00       |
|       |      |            |                    | 6210- Diesel           |                       | -2,585.00   | 2,585.00        |
| TOTAL |      |            |                    |                        |                       | -2,585.00   | 2,585.00        |
| Check | 4573 | 10/15/2018 | BLUE TIDE PROD...  |                        | 1000 · Peoples Sta... |             | -120.00         |
|       |      |            |                    | 6370 · Phone, LDT,...  |                       | -120.00     | 120.00          |
| TOTAL |      |            |                    |                        |                       | -120.00     | 120.00          |
| Check | 4574 | 10/15/2018 | STAPLES CREDIT ... |                        | 1000 · Peoples Sta... |             | -199.99         |
|       |      |            |                    | 6240 · Building & G... |                       | -199.99     | 199.99          |
| TOTAL |      |            |                    |                        |                       | -199.99     | 199.99          |
| Check | 4575 | 10/15/2018 | REPUBLIC SERVI...  |                        | 1000 · Peoples Sta... |             | -156.47         |
|       |      |            |                    | 6480 · Trash           |                       | -156.47     | 156.47          |
| TOTAL |      |            |                    |                        |                       | -156.47     | 156.47          |
| Check | 4576 | 10/15/2018 | ANN WROBLEWSKI     |                        | 1000 · Peoples Sta... |             | -600.00         |
|       |      |            |                    | 6450 · Insurance       |                       | -600.00     | 600.00          |
| TOTAL |      |            |                    |                        |                       | -600.00     | 600.00          |
| Check | 4577 | 10/15/2018 | COMCAST CABLE      |                        | 1000 · Peoples Sta... |             | -269.56         |
|       |      |            |                    | 6370 · Phone, LDT,...  |                       | -269.56     | 269.56          |
| TOTAL |      |            |                    |                        |                       | -269.56     | 269.56          |

11:38 AM

11/05/18

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 October 2018

| Type  | Num  | Date       | Name               | Item | Account                | Paid Amount | Original Amount |
|-------|------|------------|--------------------|------|------------------------|-------------|-----------------|
| Check | 4578 | 10/15/2018 | FIRST INSURANC...  |      | 1000 · Peoples Sta...  |             | -60.10          |
|       |      |            |                    |      | 6450 · Insurance       | -60.10      | 60.10           |
| TOTAL |      |            |                    |      |                        | -60.10      | 60.10           |
| Check | 4579 | 10/15/2018 | CARESOURCE         |      | 1000 · Peoples Sta...  |             | -455.79         |
|       |      |            |                    |      | 6040 · Health Insur... | -455.79     | 455.79          |
| TOTAL |      |            |                    |      |                        | -455.79     | 455.79          |
| Check | 4580 | 10/15/2018 | SHREWSBERRY &...   |      | 1000 · Peoples Sta...  |             | -1,305.05       |
|       |      |            |                    |      | 6330 · Consulting E... | -1,305.05   | 1,305.05        |
| TOTAL |      |            |                    |      |                        | -1,305.05   | 1,305.05        |
| Check | 4581 | 10/15/2018 | A+ PERFORMANC...   |      | 1000 · Peoples Sta...  |             | -3,827.65       |
|       |      |            | Rip/rap stone      |      | 6252 · Rip Rap/Ero...  | -3,827.65   | 3,827.65        |
| TOTAL |      |            |                    |      |                        | -3,827.65   | 3,827.65        |
| Check | 4582 | 10/15/2018 | FIRST INSURANC...  |      | 1000 · Peoples Sta...  |             | -7,605.00       |
|       |      |            |                    |      | 6450 · Insurance       | -7,605.00   | 7,605.00        |
| TOTAL |      |            |                    |      |                        | -7,605.00   | 7,605.00        |
| Check | 4583 | 10/15/2018 | SCI REMC           |      | 1000 · Peoples Sta...  |             | -350.95         |
|       |      |            |                    |      | 6460 · Electric        | -350.95     | 350.95          |
| TOTAL |      |            |                    |      |                        | -350.95     | 350.95          |
| Check | 4584 | 10/19/2018 | INDIANA DEPT OF... |      | 1000 · Peoples Sta...  |             | -102.69         |
|       |      |            |                    |      | 6020 · State Unem...   | -102.69     | 102.69          |
| TOTAL |      |            |                    |      |                        | -102.69     | 102.69          |
| Check | 4585 | 10/19/2018 | COMMERCIAL SE...   |      | 1000 · Peoples Sta...  |             | -194.67         |
|       |      |            |                    |      | 6510 · Building & G... | -194.67     | 194.67          |
| TOTAL |      |            |                    |      |                        | -194.67     | 194.67          |



11:38 AM

11/05/18

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 October 2018

| Type  | Num  | Date       | Name                   | Item  | Account                | Paid Amount | Original Amount |
|-------|------|------------|------------------------|-------|------------------------|-------------|-----------------|
| Check | 4586 | 10/19/2018 | YOUNG TRUCKIN...       |       | 1000 · Peoples Sta...  |             | -1,506.49       |
|       |      |            | Rip-rap stone          |       | 6252 · Rip Rap/Ero...  | -1,506.49   | 1,506.49        |
| TOTAL |      |            |                        |       |                        | -1,506.49   | 1,506.49        |
| Check | 4587 | 10/19/2018 | VISA                   |       | 1000 · Peoples Sta...  |             | -3,970.52       |
|       |      |            |                        |       | 6210 · Diesel          | -372.15     | 372.15          |
|       |      |            |                        | AED's | 6230 · Medical Sup...  | -2,949.97   | 2,949.97        |
|       |      |            |                        |       | 6400 · Meals           | -53.40      | 53.40           |
|       |      |            | NALMS registration     |       | 6170 · Miscellaneou... | -595.00     | 595.00          |
| TOTAL |      |            |                        |       |                        | -3,970.52   | 3,970.52        |
| Check | 4588 | 10/26/2018 | STEVE'S PEST CO...     |       | 1000 · Peoples Sta...  |             | -195.00         |
|       |      |            |                        |       | 6510 · Building & G... | -195.00     | 195.00          |
| TOTAL |      |            |                        |       |                        | -195.00     | 195.00          |
| Check | 4589 | 10/26/2018 | KENNETH MULLIS         |       | 1000 · Peoples Sta...  |             | -250.00         |
|       |      |            | tree trimming on point |       | 6510 · Building & G... | -250.00     | 250.00          |
| TOTAL |      |            |                        |       |                        | -250.00     | 250.00          |

Total: \$25,964.93

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2018**

|   | Allender, Clinton L |       |                 | Bode, Randall S |       |               | Casey, Adam W |      |                 | Hopkins, Matthew K |       |               |
|---|---------------------|-------|-----------------|-----------------|-------|---------------|---------------|------|-----------------|--------------------|-------|---------------|
|   | Hours               | Rate  | Oct 18          | Hours           | Rate  | Oct 18        | Hours         | Rate | Oct 18          | Hours              | Rate  | Oct 18        |
| <b>Employee Wages, Taxes and Adjustments</b>  |                     |       |                 |                 |       |               |               |      |                 |                    |       |               |
| Gross Pay                                     |                     |       |                 |                 |       |               |               |      |                 |                    |       |               |
| Salary-6000                                   |                     |       | 0.00            |                 |       | 0.00          |               |      | 4,000.00        |                    |       | 0.00          |
| Reg. Pay-6070                                 |                     |       | 0.00            | 56              | 10.00 | 560.00        |               |      | 0.00            | 50                 | 10.50 | 525.00        |
| Reg. Pay-6110                                 |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6111                                 |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6112                                 |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6113                                 | 42                  | 20.00 | 840.00          |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6114                                 |                     | 20.00 | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6115                                 |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Reg. Pay-6116                                 | 21                  | 20.00 | 420.00          |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| <b>Total Gross Pay</b>                        | <b>63</b>           |       | <b>1,260.00</b> | <b>56</b>       |       | <b>560.00</b> |               |      | <b>4,000.00</b> | <b>50</b>          |       | <b>525.00</b> |
| Deductions from Gross Pay                     |                     |       |                 |                 |       |               |               |      |                 |                    |       |               |
| Insurance                                     |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Retirement                                    |                     |       | 0.00            |                 |       | 0.00          |               |      | -240.00         |                    |       | 0.00          |
| <b>Total Deductions from Gross Pay</b>        |                     |       | <b>0.00</b>     |                 |       | <b>0.00</b>   |               |      | <b>-240.00</b>  |                    |       | <b>0.00</b>   |
| <b>Adjusted Gross Pay</b>                     | <b>63</b>           |       | <b>1,260.00</b> | <b>56</b>       |       | <b>560.00</b> |               |      | <b>3,760.00</b> | <b>50</b>          |       | <b>525.00</b> |
| Taxes Withheld                                |                     |       |                 |                 |       |               |               |      |                 |                    |       |               |
| Federal Withholding                           |                     |       | -127.00         |                 |       | -26.00        |               |      | -506.00         |                    |       | 0.00          |
| Medicare Employee                             |                     |       | -18.27          |                 |       | -8.12         |               |      | -58.00          |                    |       | -7.62         |
| Social Security Employee                      |                     |       | -78.12          |                 |       | -34.72        |               |      | -248.00         |                    |       | -32.55        |
| IN - Withholding                              |                     |       | -40.70          |                 |       | -18.09        |               |      | -121.44         |                    |       | -16.96        |
| Law. Co.                                      |                     |       | -22.05          |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Medicare Employee Addl Tax                    |                     |       | 0.00            |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |
| Monroe Co.                                    |                     |       | 0.00            |                 |       | -7.53         |               |      | -41.18          |                    |       | -7.06         |
| <b>Total Taxes Withheld</b>                   |                     |       | <b>-286.14</b>  |                 |       | <b>-94.46</b> |               |      | <b>-974.62</b>  |                    |       | <b>-64.19</b> |
| <b>Net Pay</b>                                | <b>63</b>           |       | <b>973.86</b>   | <b>56</b>       |       | <b>465.54</b> |               |      | <b>2,785.38</b> | <b>50</b>          |       | <b>460.81</b> |
| <b>Employer Taxes and Contributions</b>       |                     |       |                 |                 |       |               |               |      |                 |                    |       |               |
| Federal Unemployment                          |                     |       | 0.00            |                 |       | 3.36          |               |      | 0.00            |                    |       | 0.00          |
| Medicare Company                              |                     |       | 18.27           |                 |       | 8.12          |               |      | 58.00           |                    |       | 7.62          |
| Social Security Company                       |                     |       | 78.12           |                 |       | 34.72         |               |      | 248.00          |                    |       | 32.55         |
| IN - Unemployment Company                     |                     |       | 0.00            |                 |       | 2.79          |               |      | 0.00            |                    |       | 2.62          |
| <b>Total Employer Taxes and Contributions</b> |                     |       | <b>96.39</b>    |                 |       | <b>48.99</b>  |               |      | <b>306.00</b>   |                    |       | <b>42.79</b>  |

10:27 AM

11/06/18

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2018**

|   | Manley, Andrew T |       |                 | Snooks, Franklin A |       |               | Warthan, Levi R |       |                 | TOTAL         |      |                  |
|---|------------------|-------|-----------------|--------------------|-------|---------------|-----------------|-------|-----------------|---------------|------|------------------|
|   | Hours            | Rate  | Oct 18          | Hours              | Rate  | Oct 18        | Hours           | Rate  | Oct 18          | Hours         | Rate | Oct 18           |
| <b>Employee Wages, Taxes and Adjustments</b>  |                  |       |                 |                    |       |               |                 |       |                 |               |      |                  |
| Gross Pay                                     |                  |       |                 |                    |       |               |                 |       |                 |               |      |                  |
| Salary-6000                                   |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | 4,000.00         |
| Reg. Pay-6070                                 |                  |       | 0.00            | 17.5               | 11.50 | 201.25        |                 |       | 0.00            | 123.50        |      | 1,286.25         |
| Reg. Pay-6110                                 | 128.75           | 13.00 | 1,673.75        | 29                 | 11.50 | 333.50        |                 |       | 0.00            | 157.75        |      | 2,007.25         |
| Reg. Pay-6111                                 |                  |       | 0.00            |                    |       | 0.00          | 42              | 38.50 | 1,617.00        | 42.00         |      | 1,617.00         |
| Reg. Pay-6112                                 |                  |       | 0.00            |                    |       | 0.00          |                 | 38.50 | 0.00            |               |      | 0.00             |
| Reg. Pay-6113                                 |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            | 42.00         |      | 840.00           |
| Reg. Pay-6114                                 |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | 0.00             |
| Reg. Pay-6115                                 |                  |       | 0.00            |                    |       | 0.00          | 20.5            | 38.50 | 789.25          | 20.50         |      | 789.25           |
| Reg. Pay-6116                                 |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            | 21.00         |      | 420.00           |
| <b>Total Gross Pay</b>                        | <b>128.75</b>    |       | <b>1,673.75</b> | <b>46.5</b>        |       | <b>534.75</b> | <b>62.5</b>     |       | <b>2,406.25</b> | <b>406.75</b> |      | <b>10,959.75</b> |
| <b>Deductions from Gross Pay</b>              |                  |       |                 |                    |       |               |                 |       |                 |               |      |                  |
| Insurance                                     |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | 0.00             |
| Retirement                                    |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | -240.00          |
| <b>Total Deductions from Gross Pay</b>        |                  |       | <b>0.00</b>     |                    |       | <b>0.00</b>   |                 |       | <b>0.00</b>     |               |      | <b>-240.00</b>   |
| <b>Adjusted Gross Pay</b>                     | <b>128.75</b>    |       | <b>1,673.75</b> | <b>46.5</b>        |       | <b>534.75</b> | <b>62.5</b>     |       | <b>2,406.25</b> | <b>406.75</b> |      | <b>10,719.75</b> |
| <b>Taxes Withheld</b>                         |                  |       |                 |                    |       |               |                 |       |                 |               |      |                  |
| Federal Withholding                           |                  |       | -107.00         |                    |       | -25.00        |                 |       | -307.00         |               |      | -1,098.00        |
| Medicare Employee                             |                  |       | -24.27          |                    |       | -7.76         |                 |       | -34.90          |               |      | -158.94          |
| Social Security Employee                      |                  |       | -103.77         |                    |       | -33.16        |                 |       | -149.19         |               |      | -679.51          |
| IN - Withholding                              |                  |       | -54.06          |                    |       | -17.27        |                 |       | -77.72          |               |      | -346.24          |
| Law. Co.                                      |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | -22.05           |
| Medicare Employee Addl Tax                    |                  |       | 0.00            |                    |       | 0.00          |                 |       | 0.00            |               |      | 0.00             |
| Monroe Co.                                    |                  |       | -22.51          |                    |       | -5.85         |                 |       | -25.10          |               |      | -109.23          |
| <b>Total Taxes Withheld</b>                   |                  |       | <b>-311.61</b>  |                    |       | <b>-89.04</b> |                 |       | <b>-593.91</b>  |               |      | <b>-2,413.97</b> |
| <b>Net Pay</b>                                | <b>128.75</b>    |       | <b>1,362.14</b> | <b>46.5</b>        |       | <b>445.71</b> | <b>62.5</b>     |       | <b>1,812.34</b> | <b>406.75</b> |      | <b>8,305.78</b>  |
| <b>Employer Taxes and Contributions</b>       |                  |       |                 |                    |       |               |                 |       |                 |               |      |                  |
| Federal Unemployment                          |                  |       | 0.00            |                    |       | 3.01          |                 |       | 0.00            |               |      | 6.37             |
| Medicare Company                              |                  |       | 24.27           |                    |       | 7.76          |                 |       | 34.90           |               |      | 158.94           |
| Social Security Company                       |                  |       | 103.77          |                    |       | 33.16         |                 |       | 149.19          |               |      | 679.51           |
| IN - Unemployment Company                     |                  |       | 0.00            |                    |       | 2.67          |                 |       | 0.00            |               |      | 8.08             |
| <b>Total Employer Taxes and Contributions</b> |                  |       | <b>128.04</b>   |                    |       | <b>46.60</b>  |                 |       | <b>184.09</b>   |               |      | <b>852.90</b>    |





# *Lake Lemon Conservancy District*

Date: December 12, 2018

## ALLOWANCE OF VOUCHERS

Mike Blackwell  
Treasurer

(Report of Claims - November 2018)

(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 4 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$16,313.81

Dated this 12th Day of December, 2018

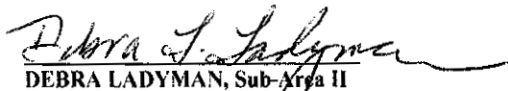
### Signature of Governing Board

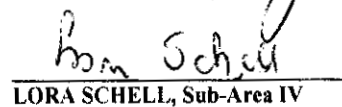
  
PAM DUGAN, CHAIRMAN

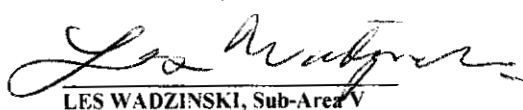
  
MARY JANE BROWN, VICE-CHAIR

  
MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

  
DEBRA LADYMAN, Sub-Area II

  
LORA SCHELL, Sub-Area IV

  
LES WADZINSKI, Sub-Area V

1:01 PM

12/06/18

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 November 2018

| Type  | Num  | Date       | Name               | Item | Account                | Paid Amount | Original Amount |
|-------|------|------------|--------------------|------|------------------------|-------------|-----------------|
| Check | 4590 | 11/5/2018  | KLEINDORFER HA...  |      | 1000 · Peoples Sta...  |             | -5.99           |
|       |      |            |                    |      | 6240 · Building & G... | -5.99       | 5.99            |
| TOTAL |      |            |                    |      |                        | -5.99       | 5.99            |
| Check | 4591 | 11/5/2018  | YOUNG TRUCKIN...   |      | 1000 · Peoples Sta...  |             | -1,561.35       |
|       |      |            | rip/rap stone      |      | 6252 · Rip Rap/Ero...  | -1,561.35   | 1,561.35        |
| TOTAL |      |            |                    |      |                        | -1,561.35   | 1,561.35        |
| Check | 4592 | 11/5/2018  | SHREWSBERRY &...   |      | 1000 · Peoples Sta...  |             | -7,192.17       |
|       |      |            |                    |      | 6330 · Consulting E... | -7,192.17   | 7,192.17        |
| TOTAL |      |            |                    |      |                        | -7,192.17   | 7,192.17        |
| Check | 4593 | 11/5/2018  | B & B WATER CORP   |      | 1000 · Peoples Sta...  |             | -55.11          |
|       |      |            |                    |      | 6470 · Water           | -55.11      | 55.11           |
| TOTAL |      |            |                    |      |                        | -55.11      | 55.11           |
| Check | 4594 | 11/9/2018  | STAPLES CREDIT ... |      | 1000 · Peoples Sta...  |             | -370.43         |
|       |      |            |                    |      | 6180 · Postage         | -19.99      | 19.99           |
|       |      |            |                    |      | 6190 · General Busi... | -350.44     | 350.44          |
| TOTAL |      |            |                    |      |                        | -370.43     | 370.43          |
| Check | 4595 | 11/9/2018  | WATKINS ACCOU...   |      | 1000 · Peoples Sta...  |             | -450.00         |
|       |      |            |                    |      | 6300 · Accounting ...  | -450.00     | 450.00          |
| TOTAL |      |            |                    |      |                        | -450.00     | 450.00          |
| Check | 4596 | 11/9/2018  | HOOSIER TIMES P... |      | 1000 · Peoples Sta...  |             | -15.79          |
|       |      |            |                    |      | 6430 · Ads             | -15.79      | 15.79           |
| TOTAL |      |            |                    |      |                        | -15.79      | 15.79           |
| Check | 4597 | 11/14/2018 | COMCAST CABLE      |      | 1000 · Peoples Sta...  |             | -269.56         |
|       |      |            |                    |      | 6370 · Phone, LDT,...  | -269.56     | 269.56          |

1:01 PM  
12/06/18

LAKE LEMON CONSERVANCY  
Check Detail  
November 2018

| Type  | Num  | Date       | Name              | Item                   | Account               | Paid Amount | Original Amount |
|-------|------|------------|-------------------|------------------------|-----------------------|-------------|-----------------|
| TOTAL |      |            |                   |                        |                       | -269.56     | 269.56          |
| Check | 4598 | 11/14/2018 | REPUBLIC SERVI... |                        | 1000 · Peoples Sta... |             | -88.77          |
|       |      |            |                   | 6480 · Trash           |                       | -88.77      | 88.77           |
| TOTAL |      |            |                   |                        |                       | -88.77      | 88.77           |
| Check | 4599 | 11/16/2018 | CARESOURCE        |                        | 1000 · Peoples Sta... |             | -455.79         |
|       |      |            |                   | 6040 · Health Insur... |                       | -455.79     | 455.79          |
| TOTAL |      |            |                   |                        |                       | -455.79     | 455.79          |
| Check | 4600 | 11/16/2018 | SCI REMC          |                        | 1000 · Peoples Sta... |             | -417.95         |
|       |      |            |                   | 6460 · Electric        |                       | -417.95     | 417.95          |
| TOTAL |      |            |                   |                        |                       | -417.95     | 417.95          |
| Check | 4601 | 11/16/2018 | VISA              |                        | 1000 · Peoples Sta... |             | -559.64         |
|       |      |            |                   | 6400 · Meals           |                       | -18.64      | 18.64           |
|       |      |            |                   | 6180 · Postage         |                       | -85.00      | 85.00           |
|       |      |            | NALMS Hotel       | 6390 · Hotel           |                       | -456.00     | 456.00          |
| TOTAL |      |            |                   |                        |                       | -559.64     | 559.64          |
| Check | 4602 | 11/26/2018 | FIRST INSURANC... |                        | 1000 · Peoples Sta... |             | -52.00          |
|       |      |            |                   | 6450 · Insurance       |                       | -52.00      | 52.00           |
| TOTAL |      |            |                   |                        |                       | -52.00      | 52.00           |

Total: \$11,494.55

10:08 AM

12/07/18

## LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

November 2018

|  | Bode, Randall S |       |               | Casey, Adam W |      |                 | Hopkins, Matthew K |       |               | Manley, Andrew T |       |                 |
|--|-----------------|-------|---------------|---------------|------|-----------------|--------------------|-------|---------------|------------------|-------|-----------------|
|  | Hours           | Rate  | Nov 18        | Hours         | Rate | Nov 18          | Hours              | Rate  | Nov 18        | Hours            | Rate  | Nov 18          |
| <b>Employee Wages, Taxes and Adjustments</b> |                 |       |               |               |      |                 |                    |       |               |                  |       |                 |
| Gross Pay                                    |                 |       |               |               |      |                 |                    |       |               |                  |       |                 |
| Salary-6000                                  |                 |       | 0.00          |               |      | 4,000.00        |                    |       | 0.00          |                  |       | 0.00            |
| Reg. Pay-6070                                | 32.5            | 10.00 | 325.00        |               |      | 0.00            | 16.5               | 10.50 | 173.25        |                  |       | 0.00            |
| Reg.Pay-6110                                 |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          | 114.25           | 13.00 | 1,485.25        |
| Total Gross Pay                              | 32.5            |       | 325.00        |               |      | 4,000.00        | 16.5               |       | 173.25        | 114.25           |       | 1,485.25        |
| Deductions from Gross Pay                    |                 |       |               |               |      |                 |                    |       |               |                  |       |                 |
| Insurance                                    |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |                  |       | 0.00            |
| Retirement                                   |                 |       | 0.00          |               |      | -240.00         |                    |       | 0.00          |                  |       | 0.00            |
| Total Deductions from Gross Pay              |                 |       | 0.00          |               |      | -240.00         |                    |       | 0.00          |                  |       | 0.00            |
| Adjusted Gross Pay                           | 32.5            |       | 325.00        |               |      | 3,760.00        | 16.5               |       | 173.25        | 114.25           |       | 1,485.25        |
| Taxes Withheld                               |                 |       |               |               |      |                 |                    |       |               |                  |       |                 |
| Federal Withholding                          |                 |       | -4.00         |               |      | -506.00         |                    |       | 0.00          |                  |       | -86.00          |
| Medicare Employee                            |                 |       | -4.71         |               |      | -58.00          |                    |       | -2.51         |                  |       | -21.53          |
| Social Security Employee                     |                 |       | -20.15        |               |      | -248.00         |                    |       | -10.74        |                  |       | -92.08          |
| IN - Withholding                             |                 |       | -10.50        |               |      | -121.44         |                    |       | -5.60         |                  |       | -47.97          |
| Medicare Employee Addl Tax                   |                 |       | 0.00          |               |      | 0.00            |                    |       | 0.00          |                  |       | 0.00            |
| Monroe Co.                                   |                 |       | -4.37         |               |      | -41.18          |                    |       | -2.33         |                  |       | -19.98          |
| Total Taxes Withheld                         |                 |       | -43.73        |               |      | -974.62         |                    |       | -21.18        |                  |       | -267.56         |
| Net Pay                                      | <u>32.5</u>     |       | <u>281.27</u> |               |      | <u>2,785.38</u> | <u>16.5</u>        |       | <u>152.07</u> | <u>114.25</u>    |       | <u>1,217.69</u> |
| <b>Employer Taxes and Contributions</b>      |                 |       |               |               |      |                 |                    |       |               |                  |       |                 |
| Federal Unemployment                         |                 |       | 1.95          |               |      | 0.00            |                    |       | 0.00          |                  |       | 0.00            |
| Medicare Company                             |                 |       | 4.71          |               |      | 58.00           |                    |       | 2.51          |                  |       | 21.53           |
| Social Security Company                      |                 |       | 20.15         |               |      | 248.00          |                    |       | 10.74         |                  |       | 92.08           |
| IN - Unemployment Company                    |                 |       | 1.63          |               |      | 0.00            |                    |       | 0.87          |                  |       | 0.00            |
| Total Employer Taxes and Contributions       |                 |       | <u>28.44</u>  |               |      | <u>306.00</u>   |                    |       | <u>14.12</u>  |                  |       | <u>113.61</u>   |

10:08 AM

12/07/18

## LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

November 2018

|   | Snooks, Franklin A |       |               | TOTAL         |      |                 |
|---|--------------------|-------|---------------|---------------|------|-----------------|
|   | Hours              | Rate  | Nov 18        | Hours         | Rate | Nov 18          |
| <b>Employee Wages, Taxes and Adjustments</b>  |                    |       |               |               |      |                 |
| <b>Gross Pay</b>                              |                    |       |               |               |      |                 |
| Salary-6000                                   |                    |       | 0.00          |               |      | 4,000.00        |
| Reg. Pay-6070                                 |                    | 11.50 | 0.00          | 49.00         |      | 498.25          |
| Reg.Pay-6110                                  | 39.5               | 11.50 | 454.25        | 153.75        |      | 1,939.50        |
| <b>Total Gross Pay</b>                        | 39.5               |       | 454.25        | 202.75        |      | 6,437.75        |
| <b>Deductions from Gross Pay</b>              |                    |       |               |               |      |                 |
| Insurance                                     |                    |       | 0.00          |               |      | 0.00            |
| Retirement                                    |                    |       | 0.00          |               |      | -240.00         |
| <b>Total Deductions from Gross Pay</b>        |                    |       | 0.00          |               |      | -240.00         |
| <b>Adjusted Gross Pay</b>                     | 39.5               |       | 454.25        | 202.75        |      | 6,197.75        |
| <b>Taxes Withheld</b>                         |                    |       |               |               |      |                 |
| Federal Withholding                           |                    |       | -17.00        |               |      | -613.00         |
| Medicare Employee                             |                    |       | -6.59         |               |      | -93.34          |
| Social Security Employee                      |                    |       | -28.16        |               |      | -399.13         |
| IN - Withholding                              |                    |       | -14.67        |               |      | -200.18         |
| Medicare Employee Addl Tax                    |                    |       | 0.00          |               |      | 0.00            |
| Monroe Co.                                    |                    |       | -4.98         |               |      | -72.84          |
| <b>Total Taxes Withheld</b>                   |                    |       | -71.40        |               |      | -1,378.49       |
| <b>Net Pay</b>                                | <b>39.5</b>        |       | <b>382.85</b> | <b>202.75</b> |      | <b>4,819.26</b> |
| <b>Employer Taxes and Contributions</b>       |                    |       |               |               |      |                 |
| Federal Unemployment                          |                    |       | 0.00          |               |      | 1.95            |
| Medicare Company                              |                    |       | 6.59          |               |      | 93.34           |
| Social Security Company                       |                    |       | 28.16         |               |      | 399.13          |
| IN - Unemployment Company                     |                    |       | 2.28          |               |      | 4.78            |
| <b>Total Employer Taxes and Contributions</b> |                    |       | <b>37.03</b>  |               |      | <b>499.20</b>   |





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

LAKE LEMON CONSERVANCY DIST  
ADAM W CASEY  
SHIRLEY WATKINS  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 09/18/18

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12 MONTH CD CERTIFICATE 371033875

=====

|                       |           |                         |           |
|-----------------------|-----------|-------------------------|-----------|
| ORIGINAL ISSUE DATE:  | 12/28/17  | INTEREST RATE:          | .9950 %   |
| ORIGINAL ISSUE VALUE: | 15,000.00 | MATURITY DATE:          | 12/28/18  |
|                       |           | TERM:                   | 12 MONTHS |
|                       |           | BALANCE AS OF 09/18/18: | 15,000.00 |

\*\*\*\*\*  
\* I N T E R E S T   A D V I C E \*  
\*\*\*\*\*

INTEREST TO BE PAID ON: 09/27/18      INTEREST PAID THIS TERM: 112.19  
INTEREST TO BE PAID: 37.67  
ON 09/27/18, INTEREST PAID IN 2018 WILL BE 112.19.  
INTEREST WILL BE COMPOUNDED ON A DAILY BASIS.  
INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY.

ON 09/28/18, INTEREST WILL BE TRANSFERRED TO SAVINGS ACCOUNT 501426779,  
AND ASSUMING NO OTHER ACTIVITY, THE PROJECTED BALANCE OF YOUR  
12 MONTH CD CERTIFICATE 371033875 WILL BE 15,000.00.

6 month- 2.15  
12 month- 2.25  
18 month- 2.35  
24 month- 2.50





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

LAKE LEMON CONSERVANCY DIST  
CUMULATIVE MAINTENANCE FUND  
ADAM W CASEY  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 09/20/18

PAGE 1

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24 MONTH CD CERTIFICATE 371016988

=====

|                       |           |                         |           |
|-----------------------|-----------|-------------------------|-----------|
| ORIGINAL ISSUE DATE:  | 12/30/10  | INTEREST RATE:          | .7000 %   |
| ORIGINAL ISSUE VALUE: | 6,000.00  | MATURITY DATE:          | 12/30/18  |
| LAST RENEWAL DATE:    | 12/30/16  | TERM:                   | 24 MONTHS |
| LAST RENEWAL VALUE:   | 16,062.73 | BALANCE AS OF 09/20/18: | 16,062.73 |

\*\*\*\*\*  
\* I N T E R E S T   A D V I C E \*  
\*\*\*\*\*

INTEREST TO BE PAID ON: 09/29/18      INTEREST PAID THIS TERM: 197.04  
INTEREST TO BE PAID: 28.37  
ON 09/29/18, INTEREST PAID IN 2018 WILL BE 84.49.  
INTEREST WILL BE COMPOUNDED ON A DAILY BASIS.  
INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY.

ON 10/01/18, INTEREST WILL BE TRANSFERRED TO SAVINGS ACCOUNT 501426779,  
AND ASSUMING NO OTHER ACTIVITY, THE PROJECTED BALANCE OF YOUR  
24 MONTH CD CERTIFICATE 371016988 WILL BE 16,062.73.

6 month- 2.15  
12 month- 2.25  
18 month- 2.35  
24 month- 2.50





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

LAKE LEMON CONSERVANCY DIST  
ADAM W CASEY  
SHIRLEY WATKINS  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 10/01/18

PAGE 1

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12 MONTH CD CERTIFICATE 371032722

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|                       |          |                         |           |
|-----------------------|----------|-------------------------|-----------|
| ORIGINAL ISSUE DATE:  | 01/10/18 | INTEREST RATE:          | 1.2000 %  |
| ORIGINAL ISSUE VALUE: | 5,065.52 | MATURITY DATE:          | 01/10/19  |
|                       |          | TERM:                   | 12 MONTHS |
|                       |          | BALANCE AS OF 10/01/18: | 5,095.75  |

\*\*\*\*\*

\* I N T E R E S T   A D V I C E \*

\*\*\*\*\*

INTEREST TO BE PAID ON: 10/09/18      INTEREST PAID THIS TERM: 45.67  
INTEREST TO BE PAID: 15.44  
ON 10/09/18, INTEREST PAID IN 2018 WILL BE 45.67.  
INTEREST WILL BE COMPOUNDED ON A DAILY BASIS.  
INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY.

ON 10/10/18, ASSUMING NO OTHER ACTIVITY, THE PROJECTED BALANCE OF YOUR  
12 MONTH CD CERTIFICATE 371032722 WILL BE 5,111.19.

6 month- 2.15  
12 month- 2.25  
18 month- 2.35  
24 month- 2.50



## Transfer of Funds 2018

### Transfer From:

| <u>Account #</u> | <u>Description</u>             | <u>Amount</u>      |
|------------------|--------------------------------|--------------------|
| 6001             | Operations Supervisor          | \$37,380.00        |
| 6541             | Dredging Equipment Maintenance | \$8,000.00         |
| 6111             | Dredger (Other)                | \$5,000.00         |
|                  | <b>TOTAL</b>                   | <b>\$50,380.00</b> |

### Transfer Into:

| <u>Account#</u> | <u>Description</u>          | <u>Amount</u>      |
|-----------------|-----------------------------|--------------------|
| 6070            | Gate Attendant              | \$3,600.00         |
| 6110            | Lake Biologist              | \$15,500.00        |
| 6112            | Dredger (Other)             | \$5,000.00         |
| 6113            | Assistant Dredger           | \$3,800.00         |
| 6114            | Assistant Dredger (Other)   | \$4,000.00         |
| 6115            | Dredger (Private)           | \$750.00           |
| 6116            | Assistant Dredger (Private) | \$750.00           |
| 6120            | Season & Launch Permits     | \$250.00           |
| 6140            | Receipt/Ticket Books        | \$50.00            |
| 6170            | Miscellaneous-Other         | \$450.00           |
| 6180            | Postage                     | \$110.00           |
| 6190            | General Business Supplies   | \$650.00           |
| 6210            | Diesel                      | \$6,000.00         |
| 6260            | Uniforms                    | \$370.00           |
| 6290            | Signs & Nautical Markers    | \$875.00           |
| 6370            | Phone, LDT, Pager, Email    | \$250.00           |
| 6390            | Hotel                       | \$350.00           |
| 6400            | Meals                       | \$50.00            |
| 6410            | Subscriptions               | \$200.00           |
| 6460            | Electric                    | \$600.00           |
| 6510            | Building & grounds Expense  | \$6,500.00         |
| 6560            | Water Testing               | \$275.00           |
|                 | <b>TOTAL</b>                | <b>\$50,380.00</b> |

# Service Commitment and Coverage Analysis

## Renewal Report

First Insurance Group Inc

Lake Lemon Conservancy District

12/06/2018



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## **Value Proposition**

Value Proposition

## **Service Team**

Service Team

## **Market Overview**

## **Coverage Analysis**

Coverage Summary

## **Claims & Benchmarking**

Lake Lemon Master Claims Report

## **Other**

Pollution Liability Insurance

Employment Practices



# Value Proposition

## **Our Value Proposition for Lake Lemon Conservancy District**

We appreciate the opportunity to work with your company and to help you meet your objectives. In order to adapt to the changing needs of your organization, we have invested in top-notch talent and cutting-edge technology. We take nothing for granted and will always work to ensure your best interests are achieved.

Our goal is to achieve long-term relationships focused on bringing value to your risk management and insurance programs. We commit to using our collective talent to support you in these endeavors.

## **Our Commitment to Service**

At the start of our relationship, we promised to deliver to you the highest quality insurance programs and strategic planning consultation services in a manner that is most suitable to achieving your business goals. We promised to identify activities that drive claim frequency and severity, and implement an action plan to contain losses.

In addition, we promised to identify training needs and provide on-site assistance to actively address loss sources and promote a safe work environment for your employees.

## **Delivering on Our Promise**

This report summarizes your existing insurance policies and claims, and recommends the most suitable insurance policies for your organization's unique needs and risks moving forward.

What's more, this report helps us fulfill our promises by highlighting the value we have provided to you. It also gives you the opportunity to see how we are meeting your expectations and assess how we are doing.

Once again, thank you for your business. We will continue to build our relationship through hard work, creativity and solutions that effectively meet the needs of your business.

---





## Account Service Team

All our clients are assigned to a team of professionals who are dedicated to providing a wealth of resources to serve their needs. Our professionals pride themselves on excellent service, and they are dedicated to using their experience and expertise to help you meet your insurance objectives.

Your account team's goal is to help you save money through proper implementation and management of your insurance programs, and they are committed to anticipating and fulfilling your needs and concerns.

| Name         | Title                  | Email  | Phone        |
|--------------|------------------------|--|--------------|
| Lance Eberle | Owner/Agent            | <a href="mailto:lancee@figprotects.com">lancee@figprotects.com</a>   | 812-355-4601 |
| Anna Babbs   | Customer Service Agent | <a href="mailto:annab@figprotects.com">annab@figprotects.com</a>     | 812-355-4607 |
| Sharon Sears | Claims Manager         | <a href="mailto:sharons@figprotects.com">sharons@figprotects.com</a> | 812-355-2588 |

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

| <b>COMMERCIAL PREMIUMS</b> | <b>18/19 Renewal</b> | <b>19/20 Renewal</b> |
|----------------------------|----------------------|----------------------|
| Commercial Package         | \$ 28,535            | \$ 29,166            |
| Commercial Auto            | \$ 1,901             | \$ 1,886             |
| Workers Compensation       | \$ 4,037             | \$ 4,074             |
| Umbrella                   | \$ 6,909             | \$ 6,909             |
| Crime                      | \$ 250               | \$ 250               |
| Directors & Officers       | \$ 1,231             | \$ 1,231             |
| Total                      | \$ 42,863            | \$ 43,516            |

**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 | \$175,793 | \$175,793 |
| Watercraft Equipment           | \$487,550 | \$490,350 |
| Floating Dock                  | \$18,000  | \$18,000  |
| 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 |
|-----------------|-------------|-------------|

### 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        |
| <i>Payroll</i>          | <i>\$157,791</i> | <i>\$157,791</i> |

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

## **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.

Lake Lemon Conservancy District - Claims History  
01/01/2015 - 12/05/2018 current

| Type of Loss | Claim #     | DOL      | Status | Total Paid to Date | Reserve | Description  | Update |
|--------------|-------------|----------|--------|--------------------|---------|--|--------|
| AUTO         |             |          |        | \$0                | \$0     | AUTO TOTAL   |        |
| Crime        |             |          |        | \$0                | \$0     | CRIME TOTAL  |        |
| GL           | NFC006338ML | 10/16/17 | Closed | \$11,854           | \$8,246 | Claimant alleges that dredging caused portion of property to erode |        |
| GL           |             |          |        | \$11,854           | \$8,246 | GENERAL LIABILITY TOTAL  |        |
| PROP         | NCPP04254PR | 06/01/16 | Closed | \$4,839            | \$0     | Hail damage to roof  |        |
| PROP         |             |          |        | \$4,839            | \$0     | PROPERTY TOTAL   |        |
| UMB          |             |          |        | \$0                | \$0     | UMBRELLA TOTAL   |        |
| WC           |             |          |        | \$0                | \$0     | WORKERS COMPENSATION TOTAL   |        |



# Contractors Pollution Liability Insurance

Contractors, no matter what industry they work in, face environmental risks stemming from operations on a daily basis. For most contractors, a single pollution incident or loss can seriously damage their reputation, operations and even their balance sheet. Making matters worse, pollution incidents can be sudden or occur gradually over time.

While many contractors assume that environmental claims will be covered under their commercial general liability (CGL) policy, the unfortunate reality is that most CGLs contain pollution exclusions that leave contractors uninsured in the event of a pollution incident.

Thankfully, contractors are increasingly turning to contractors pollution liability (CPL) insurance to ensure they have the right coverage in place to remain secure and profitable.

## CPL Coverage Basics

CPL policies provide contractor-based insurance for third-party coverage for bodily injury, property damage, defense, and cleanup as a result of sudden and gradual pollution incidents arising from contracting operations performed by or on behalf of the contractor. CPL insurance is intended to provide coverage to all types of contracting operations, including contractors who are involved in building construction and environmental firms that remediate polluted sites.

CPL policies are offered on either a claims-made or occurrence basis. What's more, CPL policies are

nonstandard, meaning each policy is different and can be modified to cover the various needs of the contractor purchasing the policy. Policies can be offered on a project or blanket program basis.

In some instances, CPL policies can also be used to cover losses from civil fines, penalties and punitive damages.

## Covered Pollution Incidents

Contractors should keep in mind that CPL insurance policies differ in regard to the types of pollution incidents that are covered. Two important considerations when evaluating CPL insurance policies are:

- Whether or not the policy will respond to gradual releases of pollutants, as opposed to sudden and accidental releases
- The types of substances that are considered "pollutants" under the terms of the policy

Generally, policies that cover both gradual and sudden releases of pollutants provide contractors with a broader scope of coverage. In addition, policies that provide a broad definition of pollutants are considered superior to those that contain a narrow definition. Accordingly, it is important that contractors work with their broker to find a CPL policy that is tailored to their needs.

## CGL Pollution Exclusions

A primary reason why contractors obtain a CPL policy is due to the various pollution exclusions contained in most



# Contractors Pollution Liability Insurance

CGL policies. The pollution exclusions found in most CGL policies take one of two forms, either “absolute” or “total.”

CGL policies with an absolute pollution exclusion remove coverage for most pollution events that would occur in the course of an insured's business operations. However, despite its name, an absolute pollution exclusion may preserve coverage for certain incidental pollution damages, products and completed operations liability, and certain off-premises work.

However, more commonly, CGL policies include a more restrictive “total pollution exclusion.” This type of exclusion effectively removes coverage for any event the insurer characterizes as a pollution incident.

## Contractual Requirements

Contractual requirements serve as another motivating factor that lead many contractors to obtain a CPL policy. In many instances, project owners and general contractors will require contractors to obtain pollution insurance that meets certain, predetermined standards.

From this perspective, having a CPL insurance policy in place can serve as an upfront sales tool during the bidding process that enables contractors to qualify for opportunities when such coverage is required.

## Finding the Right Policy

Regardless of specialty, all contractors should be mindful of the pollution risks associated with their work. A CPL insurance policy can provide much-needed security in the event of a pollution incident, even in the most unlikely of circumstances.

Let First Insurance Group Inc work with your organization to find the CPL coverage that is right for you.

# Employment Practices Liability Insurance



From the moment that you start the pre-hiring process until the exit interview, you are vulnerable to an employment-related lawsuit. As a result, your business should take a hard look at whether it can afford to defend itself against alleged wrongful employment practices accusations. If not, there is an insurance solution called employment practices liability that protects against wrongful termination, discrimination or sexual harassment suits from your current, prospective or former employees. This coverage applies to directors, officers and employees, and can sometimes extend to third party liabilities.

### Why Choose Employment Practices Liability Insurance?

According to researchers, three out of five employers will be sued by a prospective, current or former employee while they are in business. While many suits are groundless, defending against them is costly and time-consuming.

Employment practices liability policies provide protection from the following wrongful employment practices:

- Harassment
- Discrimination
- Actual or alleged wrongful dismissal, discharge or termination
- Employment-related misrepresentation
- Employment-related libel, slander, humiliation, defamation or invasion of privacy
- Wrongful failure to employ or promote
- Wrongful deprivation of a career opportunity, wrongful demotion or negligent evaluation
- Wrongful discipline
- Vicarious liability for intentional acts
- Punitive damages
- Coercion or humiliation in relation to race, marital status, gender, age, physical and/or mental impairments, pregnancy, sexual orientation, and any other protected class established by federal, state and local statutes

Many policies offer the following inclusions and add-ons:

- Consultation, HR assistance and other risk management consultative services.
- Coverage for defense costs outside the policy limits
- Third-party liability coverage
- Wage and hour coverage for claims alleging wage and hour violations
- Volunteer workers can be added as additional insureds
- Extended reporting periods may be added.

To learn more about employment practices liability coverage and how First Insurance Group Inc can help protect your business, contact us today at 812 331 3230.

Provided by First Insurance Group Inc

This Coverage Insights is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel or an insurance professional for appropriate advice. © 2007-2010 Zywave, Inc. All rights reserved.

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 12<sup>th</sup> day of December, 2018, 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, 2019 to December 31, 2019, 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 \$45,000.00 in 2019 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



## 2019 SURPLUS PARCEL SUBLEASE AGREEMENT

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

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

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

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

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

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

### 1. DEFINITIONS.

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31<sup>st</sup> day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2019. The final due date for sublease fee payment shall be May 31, 2019 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 \_\_\_\_\_, 2019.

**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: Vic Kelson

Title: CBU 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 \_\_\_\_\_

## **2019 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 2019, 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 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2019.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2019.

**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: \_\_\_\_\_  
Vic Kelson, CBU Director

**For Office Use Only**

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

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

## **2019 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 2019, 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 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2019.
  - 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 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by 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 \_\_\_\_\_, 2019.

**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: \_\_\_\_\_  
Vic Kelson, CBU 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, 2019 to December 31, 2019.
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 12<sup>th</sup> day of December, 2018.

**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.

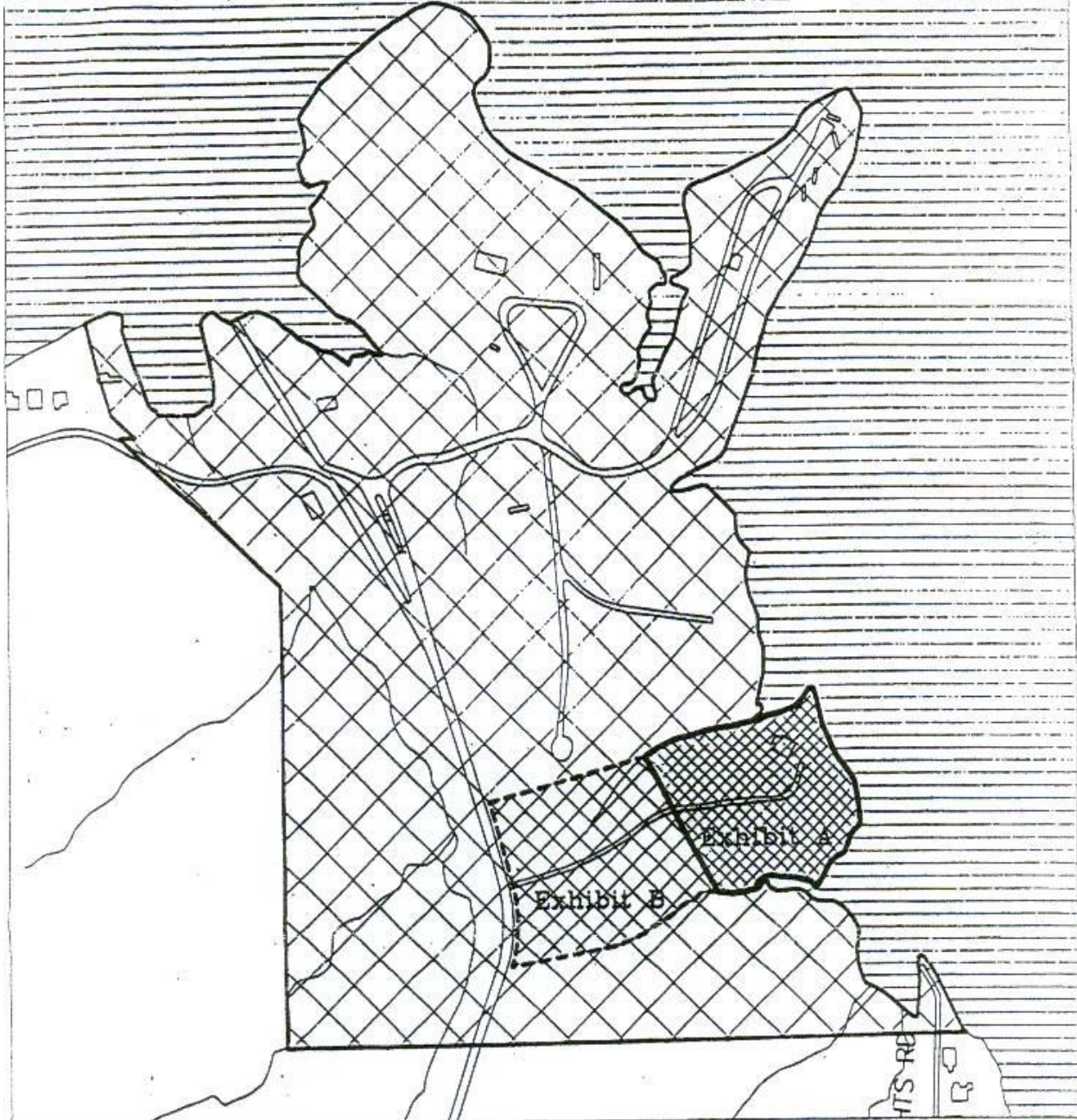
\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
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



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 2019, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Five Hundred Dollars (\$500.00) Not for Profit Marina Fee; and
  - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied/rented wet boat slips.
  - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Not for Profit Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2019.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
  4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
  5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
  6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same



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

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 12<sup>th</sup> day of December, 2018.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

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

Name Printed: Adam Casey

Title: Manager

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

**CITY OF BLOOMINGTON UTILITIES**

\_\_\_\_\_

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

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

Vic Kelson, CBU 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, 2019 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 12<sup>th</sup> day of December, 2018.

**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, 2019 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 the 10<sup>th</sup> Annual Dale England Cup Regatta on April 20, 2019. 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 12<sup>th</sup> day of December 2018.

**INDIANA UNIVERSITY:**

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

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

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

\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

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

Adam Casey  
Manager

**CITY OF BLOOMINGTON UTILITIES**

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

Vic Kelson  
CBU Director

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 12<sup>th</sup> day of December, 2018, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2019 to December 31, 2019, 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 12<sup>th</sup> day of December, 2018, by and between the Lake Lemon Conservancy District ("LLCD") and CARMINPARKER, PC, located at 116 West 6<sup>th</sup> 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 Attorney Angela F. Parker and Gregory A. Bullman, shall provide the professional legal services as an attorney for LLCD at CARMINPARKER's offices at 116 West 6<sup>th</sup>, 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, 2019 to December 31, 2019, 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:**

**CARMINPARKER, PC**

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

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

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 2019, the Marina/Club shall pay fees to LLCD, as follows:
  - a. One Thousand Dollars (\$1,000.00) Commercial Marina Fee; and
  - b. Seventy-five Dollars (\$75.00) per slip for occupied wet boat slips rented to the general public; and

- c. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied PWC slips rented to the general public.
  - d. The fees shall be calculated and paid on a calendar year basis, as follows:
    - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2019.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 12<sup>th</sup> day of December, 2018.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

By: \_\_\_\_\_  
Name Printed: Adam Casey  
Title: Manager

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

**CITY OF BLOOMINGTON UTILITIES**

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

By: \_\_\_\_\_  
Vic Kelson, CBU Director

For Office Use Only

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

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

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

THIS AGREEMENT is entered into this 12<sup>th</sup> day of December, 2018, 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 1<sup>st</sup>, 2019 to December 31, 2019.

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

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\_\_\_\_\_

Schell Marina, LLC

## QUOTE

**DATE: 12/05/18**

**For: LLCD Restroom improvements**

If you have any questions concerning this quote, contact Tim, (317) 914-5581

Printed Name and Title:

**THANK YOU FOR YOUR BUSINESS!**