

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Zoom Digital Format

December 17th, 2020

6:00 p.m.

The December 17th, 2020 Board of Directors Meeting of the Lake Lemon Conservancy District was Held remotely using Zoom 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, Debra Ladyman, Lora Schell, Les Wadzinski. ALSO PRESENT: Adam Casey, District Manager, Alex Snooks, Operations Supervisor; LLCD Freeholders (see attached sign-in sheet).

***Blackwell Left Meeting 13 minutes after call to Order**

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Approval of the October 22nd and the November 19th Board Meeting Minutes.
 - a. Dugan requested approval of the October 22nd and the November 19th Board Meeting Minutes.

SHELL MOTIONED TO APPROVE THE OCTOBER 22ND AND THE NOVEMBER 19TH BOARD MEETING MINUTES WITH CORRECTIONS. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

III. Treasurer's Report (Blackwell)

- a. October Budget Highlights
 - i. October Income: \$12,106.25
 - ii. October Expenditures: \$46,915.70
- b. November Budget Highlights
 - i. November Income:
 - ii. November Expenditures:

- c. Blackwell requested approval of the Report of Claims for October and November 2020.

DUGAN MOTIONED TO APPROVE THE REPORT OF CLAIMS: ALLOWANCE OF VOUCHERS FOR OCTOBER AND NOVEMBER 2020. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- d. Casey requested a Transfer of \$7,500.00 to CD for the LLCD Cumulative Maintenance Fund.
- e. Casey requested the Board renew CD# 371016988 for another 12 months.

KLITZING MOTIONED TO APPROVE THE TRANSFER OF \$7,500.00 TO CD# 371016988 AND RENEW THIS CD FOR ANOTHER 12MONTHS AT 0.4%. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED. BLACKWELL ABSENT

- f. Casey requested the Board approve a final Transfer of Funds at the end of the year as needed.
 - i. Klitzing stated this would not be necessary by the end of the year, rather it could be voted on at the January meeting.
 - ii. This Transfer of Funds was postponed to the January meeting.
- g. Casey requested approval to pay the final invoice of Ice Miller-Bond council.

KLITZING MOTIONED TO APPROVE THE FINAL INVOICE FROM ICE MILLER WITH A PENDING REVIEW OF REIMBURSEMENT FROM THE BOND PROCEEDS. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED. BLACKWELL ABSENT

- h. Casey requested approval of Resolution 12-20-12: 2021 Fees and Charges.
 - i. The Board discussed forming a Taskgroup to better analyze and have more in-depth discussions regarding future Fees and Charges.

BROWN MOTIONED TO APPROVE RESOLUTION 12-20-12: 2021 FEES AND CHARGES. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED. BLACKWELL ABSENT FOR VOTE

IV. Conflict of Interest Forms

- a. Schell stated that she had given the Conflict-of-Interest forms to Casey.
- b. Dugan requested approval of the agreements between Schell Marina and the LLC for 2021.

KLITZING MOTIONED TO APPROVE THE 2021 AGREEMENTS BETWEEN SCHELL MARINA AND THE LLC. WADZINSKI SECONDED THE MOTION. ALL "AYES". SCHELL ABSTAINS. THE MOTIONS CARRIED. BLACKWELL ABSENT

V. Approval of 2020 Agreements

- a. Dugan requested approval of the following list of 2021 Agreements, see attached.
 - i. 2021 Surplus Parcel Agreement: Freeholders
 - ii. 2021 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
 - iii. 2021 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
 - iv. 2021 Land Use Agreement – Kenneth Clark
 - v. 2021 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - vi. 2021 Marina/Club Agreement: BYC
 - vii. 2021 Riddle Point Park Use Agreement: Riddle Point Rowing Association
 - viii. 2021 Special Use Agreement: Slalom Course, IU Waterski and Wakeboard
 - ix. 2021 IU Rowing Team Agreement
 - x. 2021 Watkins Accounting – Accounting Services Agreement
 - xi. 2021 Carmin Parker PC – Legal Services Agreement
 - xii. 2021 First Insurance Group – Insurance Agreement

KLITZING MOTIONED TO APPROVE 2021 AGREEMENTS AS LISTED. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED. BLACKWELL ABSENT

VI. Manager's Report (Casey)

- a. Casey stated Klitzing District I and Steve Priddy District IV will run uncontested in this upcoming 2021 election.
- b. Casey gave an Executive Summary for the Park Master Plan.
 - i. The plan will be posted on the website for public review.
 - ii. Klitzing suggested the Board accept the Master Plan at the January meeting.
- c. Casey opened the sealed bids received for the Sediment Management Project.
 - i. Dredge America bid on Scope A at \$849,000.
 - ii. Heartland Dredging bid on Scope A at \$879,000.
 - iii. Merrell Bros. bid on Scope A at \$1,835,000.
 - iv. Magellan bid on Scope A at \$1,382,000 and Scope B at \$660,000.
 - v. Superior Sea Walls bid on Scope A at \$1,403,000 and Scope B at \$705,000.
 - vi. Metro Environmental bid on Scope A at \$1,333,000.

VII. Public Comment

- a. Comments were received from Frank Van Overmeiren.

VIII. New Business/Correspondence

- a. Dugan stated the January board meeting will be held on January 28th, 2021 at 6:00pm with location to be determined.

IX. Adjournment

WADZINSKI MOTIONED TO ADJOURN THE DECEMBER 17TH, 2020 BOARD OF DIRECTORS MEETING AT 7:17 P.M. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED. BLACKWELL ABSENT

RESPECTFULLY SUBMITTED BY:

Alex Snooks, Operations Supervisor

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Zoom w/ You Tube Live Stream

December 17, 2020

6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval Board Meeting Minutes (PD)
 - A. October 22, 2020 Meeting Minutes
 - B. November 19, 2020 Meeting Minutes
- III. Treasurer's Report (MB)
 - A. October & November 2020 Financial Highlights
 - B. October & November 2020 Report of Claims Approval
 - C. Cumulative Maintenance Fund -Transfer to Certificate of Deposit
 - D. CD Renewal
 - 1. CD# 371016988- Maturing December 30, 2020
 - E. Transfer of Funds
 - F. Ice Miller- Bond Council- Final Invoice
 - G. Resolution 12-20-12: 2021 Fees and Charges
- IV. Conflict of Interest Forms (PD)
 - A. Lora Schell – Marina/Club Agreement & Boat Permit Sales
 - 1. 2021 Schell Marina, LLC – Marina/Club Agreement
 - 2. 2021 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
- V. Approval of 2021 Agreements (PD)
 - A. 2021 Surplus Parcel Agreement: Freeholders
 - B. 2021 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
 - C. 2021 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
 - D. 2021 Land Use Agreement – Kenneth Clark
 - E. 2021 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - F. 2021 Marina/Club Agreement: BYC
 - G. 2021 Riddle Point Park Use Agreement: Riddle Point Rowing Association
 - H. 2021 Special Use Agreement: Slalom Course, IU Waterski and Wakeboard
 - I. 2021 IU Rowing Team Agreement
 - J. 2021 Watkins Accounting – Accounting Services Agreement
 - K. 2021 Carmin Parker PC – Legal Services Agreement
 - L. 2021 First Insurance Group – Insurance Agreement

- VI. Manager's Report (AC)
 - A. 2021 Board Election Update
 - B. Park Master Plan- executive summary
 - C. Sediment Management Project Update
 - D. Sediment Management Project-Sealed Bid opening:

- VII. Public Comment (PD)

- VIII. New Business / Correspondence for Future Agenda (PD)
 - A. Next Board Meeting: January 28, 2021; 6:00pm Location TBD

- IX. Adjournment (PD)

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Pam Dugan, Chairman
Action Requested	Approve
Item/Subject	October 22nd and November 19th Board Meeting Minutes
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	Minutes from Board meetings on October 22nd, 2020 and November 19th, 2020
Staff Recommendation	Approve the October 22nd and November 19th Board Meeting Minutes.

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Zoom Digital Format

October 22nd, 2020

6:00 p.m.

The October 22nd, 2020 Board of Directors Meeting of the Lake Lemon Conservancy District was Held remotely using Zoom and was called to order by Chairman Pam Dugan at 6:00 PM.

BOARD MEMBERS PRESENT: Chairman-Pam Dugan, Treasurer Mike Blackwell, Michael Klitzing, Lora Schell, Les Wadzinski. ALSO PRESENT: Adam Casey, District Manager, Alex Snooks, Operations Supervisor; LLCD Freeholders (see attached sign-in sheet). Absent Vice-Chairman Mary Jane Brown;

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Approval of the September 24th Board Meeting Minutes.
 - a. Dugan requested approval of the September 24th Board Meeting Minutes.

KLITZING MOTIONED TO APPROVE THE SEPTEMBER 24TH BOARD MEETING MINUTES WITH CORRECTIONS. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- III. Monroe County and Indiana State Health Departments: Knob Hill Discussion
 - a. Beth Bowlen and Ryan Kasper-Cushman were present to discuss the situation with Knob Hill.
 - b. Beth notified the board that the owners of Knob Hill have until October 30th, 2020 to get a plan in writing to the Indiana State Health Department that rectifies the sewage issue.
 - c. A realistic timeline for everything to be fixed is one to two years.
 - d. Klitzing suggested waiting until the 30th to get in contact with our lawyer for a potential civil lawsuit against the owners.
- IV. Park Master Plan: Presentation and Prioritization Discussion
 - a. Deb Schmucker gave a presentation of the park master plan.
 - i. The board discussed priorities including the gatehouse, boat ramp, bath house, and shelter house renovation.

KLITZING MOTIONED TO APPROVE THE SEPTEMBER 24TH BOARD MEETING MINUTES WITH CORRECTIONS. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- V. Treasurer's Report (Blackwell)
 - a. September Budget Highlights
 - i. September Income: \$12,106.25
 - ii. September Expenditures: \$46,915.70
 - b. Blackwell requested approval of the Report of Claims for September 2020.

KLITZING MOTIONED TO APPROVE THE REPORT OF CLAIMS: ALLOWANCE OF VOUCHERS FOR SEPTEMBER 2020. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- c. Blackwell requested the Board cashout CD# 371030356 in the amount of \$35k to reimburse the checking account for the dump truck purchase.

LADYMAN MOTIONED TO APPROVE THE CASHOUT OF CD# 371030356 IN THE AMOUNT OF \$35K. DUGAN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- d. Blackwell requested approval of Resolution 10-20-07: Adoption of 2021 Annual Budget and Statement of Salaries and Wages; DLGF Form 4.

KLITZING MOTIONED TO APPROVE RESOLUTION 10-20-07: ADOPTION OF 2021 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES; DLGF FORM 4. LADYMAN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- e. Blackwell requested approval of Resolution 10-20-08: 2021 Fees and Charges.
 - i. This resolution was postponed for further discussion at the next meeting.

VI. Resolution 10-20-09: 2021 Board Meeting Dates (Dugan)

- a. Dugan requested approval of Resolution 10-20-09: 2021 Board Meeting Dates with corrections.

LADYMAN MOTIONED TO APPROVE RESOLUTION 10-20-09: 2021 BOARD MEETING DATES WITH CORRECTIONS. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

VII. Manager's Report (Casey)

- a. Casey updated the board on the dredging for the year.
 - i. The big excavator and push boat are off the water.
 - ii. The operation dug 5,555 cubic yards out of Dorothy Ln, and 7,650 cubic yards total for the year.
- b. Casey gave an update on the Sediment Management Project.
 - i. Clinton has broken ground at the new disposal site on South Shore Dr.
 - ii. Casey requested approval to rent equipment for the preparation of the new disposal site.

KLITZING MOTIONED TO AUTHORIZE CASEY TO SPEND UP TO \$22,000.00 ON EQUIPMENT RENTAL FOR THE PREPARATION OF THE NEW DISPOSAL SITE WITH BOARD REVIEW. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- c. Casey gave an update on the Bonding.
 - i. Casey went through an S&P Bond Rating interview on Wednesday October 21st.
 - ii. The Bond sale is scheduled for November 9th with a proposed closing on November 20th.

- d. Casey updated the board on the upcoming 2021 election with districts I and IV up for election.

VIII. Public Comment

- a. Comments were received from Michael Kafoure.
- b. Kevin Fagan had no comment.

IX. New Business/Correspondence

- a. Dugan stated the next Board Meeting will be tentatively held on November 19th, 2020 at 6:00pm with location to be determined.
- b. Dugan also stated the December board meeting will be held on December 17th, 2020 at 6:00pm with location to be determined.
- c. Schell requested Casey put out a list of potential companies to remove and repair docks to the freeholders through constant contact.

X. Adjournment

KLITZING MOTIONED TO ADJOURN THE OCTOBER 22ND, 2020 BOARD OF DIRECTORS MEETING AT 7:41 P.M. WADZINSKI SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.

RESPECTFULLY SUBMITTED BY:
Alex Snooks, Operations Supervisor

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Zoom Digital Format

November 19th, 2020

4:00 p.m.

The November 19th, 2020 Board of Directors Meeting of the Lake Lemon Conservancy District was Held remotely using Zoom and was called to order by Chairman Pam Dugan at 4:00 PM.

BOARD MEMBERS PRESENT: Chairman-Pam Dugan, Vice-Chairman Mary Jane Brown, Treasurer Mike Blackwell, Michael Klitzing, Lora Schell. ALSO PRESENT: Adam Casey, District Manager, Alex Snooks, Operations Supervisor; LLCD Freeholders (see attached sign-in sheet). Absent Les Wadzinski

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Bonding Update (Casey)
- III. Resolution 06-11-03 – LLCD Treasurer – Proposed Addendum
 - a. Addendum to Resolution 06-11-03 LLCD Treasurer: Treasurer to Serve as Board Secretary.

KLITZING MOTIONED TO APPROVE ADDENDUM TO RESOLUTION 06-11-03 LLCD TREASURER: TREASURER TO SERVE AS BOARD SECRETARY. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- IV. Resolution 11-20-10- District Manager, Sediment Management Project Financial Resolution
 - a. This resolution was tabled for more discussion at the December Board Meeting.
 - b. Ladyman made a motion to give Casey authority to pay off the Dump truck loan in full upon receipt of the bond money.

LADYMAN MOTIONED TO GIVE CASEY AUTHORITY TO PAY OFF THE DUMP TRUCK PURCHASE IN FULL UPON RECEIPT OF THE BOND PROCEEDS. BROWN SECONDED THE MOTION. DUGAN, BROWN, KLITZING, LADYMAN, SCHELL "AYES". BLACKWELL VOTES "NAY". THE MOTION CARRIED.

- V. Resolution 11-20-11- LLCD Financial Clerk, Yvonne Freeman
 - a. This resolution will assign Yvonne Freeman as the LLCD Financial Clerk.

KLITZING MOTIONED TO APPROVE RESOLUTION 11-20-11 ASSIGNING YVONNE FREEMAN AS THE LLCD FINANCIAL CLERK. LADYMAN SECONDED THE MOTION. DUGAN, BROWN, KLITZING, LADYMAN, SCHELL "AYES". BLACKWELL VOTES "NAY". THE MOTION CARRIED.

- VI. Sluice Gate- Dive inspection Agreement- 2021
 - a. Casey requested approval for the 2021 Sluice Gate Dive Inspection Agreement.

BROWN MOTIONED TO APPROVE THE SLUICE GATE DIVE INSPECTION AGREEMENT FOR 2021. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

VII. Winter Drawdown Discussion

- a. Casey discussed drawing down the lake level this winter.
 - i. The board discussed this at length and asked Casey to send them some resources and a pros and cons breakdown for further review.
 - ii. A major point of giving more notice to freeholders for shoreline maintenance projects was brought up.

VIII. Public Comment

- a. Comments were received from Frank Van Overmeiren.
 - i. Frank requested freeholders take a survey posted in the last Lemon Lines Newsletter.

IX. New Business/Correspondence

- a. Dugan also stated the December board meeting will be held on December 17th, 2020 at 6:00pm with location to be determined.

X. Adjournment

LADYMAN MOTIONED TO ADJOURN THE NOVEMBER 19TH, 2020 BOARD OF DIRECTORS MEETING AT 4:53 P.M. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.

RESPECTFULLY SUBMITTED BY:

Alex Snooks, Operations Supervisor

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Review
Item/Subject	October and November Financial Update
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	Financial report showing end of October and November 2020 Balance sheet, Income, Expense, 2019 comparison, and reconciliation data.
Staff Recommendation	N/A

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2020 thru October 31, 2020

(UNAUDITED)

Watkins Accounting

113 E. 19th Street

Bloomington, Indiana 47408

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of October 31, 2020 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 7, 2020

4:38 PM

12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	431,224.04
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	107,175.70
1050 · Savings Account	7,350.68
Total Checking/Savings	<u>546,050.42</u>
Total Current Assets	546,050.42
Fixed Assets	
1500 · Land @ South Shore Dr	102,755.00
1510 · Trucks	132,761.25
1520 · Other Asset	12,093.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	465,734.79
Total Fixed Assets	<u>1,068,094.15</u>
TOTAL ASSETS	<u>1,614,144.57</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	3,715.28
2020 · State & Co. Withholding Payable	643.89
Total Other Current Liabilities	<u>4,359.17</u>
Total Current Liabilities	4,359.17
Long Term Liabilities	
2800 · Long Term Notes-Net of Current	235,000.00
Total Long Term Liabilities	<u>235,000.00</u>
Total Liabilities	239,359.17
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	101,942.92
3200 · Retained Earnings	651,067.21
Net Income	17,186.84
Total Equity	<u>1,374,785.40</u>
TOTAL LIABILITIES & EQUITY	<u>1,614,144.57</u>

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

October 2020

	Oct 20	Jan - Oct 20
Income		
4000 · Watercraft Permits	1,624.00	125,790.00
4010 · Launch Fees	680.00	23,455.00
4020 · Marina & Club Fees	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	24,075.00
4040 · Property Tax - Brown Co.	0.00	42,886.97
4050 · Property Tax - Monroe Co.	0.00	137,366.37
4060 · Interest	268.90	2,442.51
4070 · Grants & Donations	0.00	13,615.00
4080 · Fishing Tournament	0.00	1,125.00
4090 · Park Reservations	0.00	1,000.00
4100 · Park Admission Fees	24.00	80,908.00
4120 · Other Income	0.00	0.25
4130 · Dredging/Rip-Rap Income	0.00	41,287.13
Total Income	2,596.90	504,188.73
Expense		
6000 · Manager	5,230.76	54,922.98
6001 · Operations Supervisor	2,773.08	29,117.34
6002 · Equipment Operations Supervisor	3,177.90	32,408.64
6010 · FICA	1,101.64	11,423.41
6020 · State Unemployment Tax	92.84	343.98
6025 · Merchant Fees	166.32	2,799.34
6030 · Retirement	1,570.49	16,518.93
6040 · Health Insurance	0.00	6,739.11
6070 · Gate Attendant	1,031.00	19,686.50
6111 · Dredger	0.00	450.00
6112 · Dredger (Other)	0.00	435.00
6113 · Assistant Dredger	1,453.50	8,235.75
6114 · Assistant Dredger (Other)	1,534.50	5,401.00
6116 · Assistant Dredger (Private)	0.00	1,868.50
6120 · Season & Launch Permits	0.00	1,832.15
6130 · Daily Permits	0.00	286.65
6140 · Receipt/Tickets Books	0.00	351.70
6150 · Checks	0.00	210.98
6160 · Printer, Copier & Computer Supp	0.00	765.65
6170 · Miscellaneous-Other	0.00	362.33
6180 · Postage	0.00	587.09
6190 · General Business Supplies	201.47	1,026.81
6200 · Regular Gas	1,877.40	5,005.07
6210 · Diesel	946.20	4,368.45
6240 · Building & Grounds	152.97	9,411.35
6250 · Boat/Weed Harvester/Truck	0.00	86.10
6251 · Dredging Supplies	1,181.06	11,893.74
6252 · Rip Rap/Erosion Control	0.00	16,063.19
6260 · Uniforms	0.00	628.30
6290 · Signs & Nautical Markers	0.00	4,003.95
6300 · Accounting Services	450.00	4,500.00
6310 · Grass	1,810.00	11,740.00
6320 · Attorney	0.00	1,537.50
6330 · Consulting Engineer	12,236.00	54,350.25
6350 · Other Prof/Secretarial Service	0.00	440.00
6370 · Phone, LDT, Pager, E-Mail	288.69	2,846.03
6410 · Subscriptions	134.99	1,420.11
6430 · Ads	0.00	331.27
6440 · Other	0.00	554.29
6450 · Insurance	7,729.00	45,630.75
6460 · Electric	278.00	3,615.55
6470 · Water	149.37	911.23
6480 · Trash	187.90	2,157.74
6490 · Port-O-Lets	170.00	1,888.77
6500 · Pump Holding Tank	0.00	600.00
6510 · Building & Grounds Expense	519.67	2,244.17
6520 · Boat	0.00	889.00
6530 · Truck	0.00	130.56

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
October 2020

	Oct 20	Jan - Oct 20
6541 · Dredging Equipment Maintenance	345.00	10,769.42
6542 · Equipment Rental	3,627.40	13,425.58
6560 · Water Testing	0.00	6,930.00
6570 · Lake Weed Treatment	0.00	35,008.46
6600 · 6% Marina Permit Sales	0.00	1,866.00
6661 · Disposal Site Preparation	3,342.15	14,581.22
6662 · Debt Service-Dredging Loan	0.00	12,000.00
6680 · Other Services and Charges	0.00	1,400.00
6681 · Fireworks	0.00	8,000.00
Total Expense	53,759.30	487,001.89
Net Income	-51,162.40	17,186.84

4:42 PM

12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through October 2020

	Jan - Oct 20	Jan - Oct 19	\$ Change	% Change
Income				
4000 · Watercraft Permits	125,790.00	110,187.06	15,602.94	14.2%
4010 · Launch Fees	23,455.00	23,722.00	-267.00	-1.1%
4020 · Marina & Club Fees	10,237.50	9,187.50	1,050.00	11.4%
4030 · Sublease & Access Fees	24,075.00	26,245.00	-2,170.00	-8.3%
4040 · Property Tax - Brown Co.	42,886.97	45,483.79	-2,596.82	-5.7%
4050 · Property Tax - Monroe Co.	137,366.37	137,952.79	-586.42	-0.4%
4060 · Interest	2,442.51	2,001.13	441.38	22.1%
4070 · Grants & Donations	13,615.00	14,045.00	-430.00	-3.1%
4080 · Fishing Tournament	1,125.00	900.00	225.00	25.0%
4090 · Park Reservations	1,000.00	2,400.00	-1,400.00	-58.3%
4100 · Park Admission Fees	80,908.00	51,233.00	29,675.00	57.9%
4120 · Other Income	0.25	0.00	0.25	100.0%
4130 · Dredging/Rip-Rap Income	41,287.13	21,500.00	19,787.13	92.0%
Total Income	504,188.73	444,857.27	59,331.46	13.3%
Expense				
6000 · Manager	54,922.98	53,146.17	1,776.81	3.3%
6001 · Operations Supervisor	29,117.34	27,461.49	1,655.85	6.0%
6002 · Equipment Operations Supervisor	32,408.64	0.00	32,408.64	100.0%
6010 · FICA	11,423.41	11,901.83	-478.42	-4.0%
6020 · State Unemployment Tax	343.98	70.49	273.49	388.0%
6025 · Merchant Fees	2,799.34	1,609.11	1,190.23	74.0%
6030 · Retirement	16,518.93	11,446.26	5,072.67	44.3%
6040 · Health Insurance	6,739.11	0.00	6,739.11	100.0%
6070 · Gate Attendant	19,686.50	22,002.16	-2,315.66	-10.5%
6100 · Lake Patrol	0.00	633.00	-633.00	-100.0%
6110 · Lake Biologist	0.00	458.00	-458.00	-100.0%
6111 · Dredger	450.00	18,830.50	-18,380.50	-97.6%
6112 · Dredger (Other)	435.00	14,544.48	-14,109.48	-97.0%
6113 · Assistant Dredger	8,235.75	10,719.00	-2,483.25	-23.2%
6114 · Assistant Dredger (Other)	5,401.00	5,087.25	313.75	6.2%
6115 · Dredger (Private)	0.00	1,653.00	-1,653.00	-100.0%
6116 · Assistant Dredger (Private)	1,868.50	1,044.00	824.50	79.0%
6120 · Season & Launch Permits	1,832.15	1,883.39	-51.24	-2.7%
6130 · Daily Permits	286.65	270.00	16.65	6.2%
6140 · Receipt/Tickets Books	351.70	350.50	1.20	0.3%
6150 · Checks	210.98	317.97	-106.99	-33.7%
6160 · Printer, Copier & Computer Supp	765.65	867.19	-101.54	-11.7%
6170 · Miscellaneous-Other	362.33	1,009.49	-647.16	-64.1%
6180 · Postage	587.09	365.00	222.09	60.9%
6190 · General Business Supplies	1,026.81	671.94	354.87	52.8%
6200 · Regular Gas	5,005.07	5,771.36	-766.29	-13.3%
6210 · Diesel	4,368.45	8,986.43	-4,617.98	-51.4%
6240 · Building & Grounds	9,411.35	2,718.20	6,693.15	246.2%
6250 · Boat/Weed Harvester/Truck	86.10	875.86	-789.76	-90.2%
6251 · Dredging Supplies	11,893.74	13,833.57	-1,939.83	-14.0%
6252 · Rip Rap/Erosion Control	16,063.19	1,168.46	14,894.73	1,274.7%
6260 · Uniforms	628.30	0.00	628.30	100.0%
6290 · Signs & Nautical Markers	4,003.95	3,270.41	733.54	22.4%
6300 · Accounting Services	4,500.00	4,050.00	450.00	11.1%
6310 · Grass	11,740.00	10,560.00	1,180.00	11.2%
6320 · Attorney	1,537.50	555.00	982.50	177.0%
6330 · Consulting Engineer	54,350.25	72,128.81	-17,778.56	-24.7%
6350 · Other Prof/Secretarial Service	440.00	5,150.00	-4,710.00	-91.5%
6370 · Phone, LDT, Pager, E-Mail	2,846.03	2,754.02	92.01	3.3%
6390 · Hotel	0.00	396.50	-396.50	-100.0%
6400 · Meals	0.00	52.00	-52.00	-100.0%
6410 · Subscriptions	1,420.11	1,191.25	228.86	19.2%
6430 · Ads	331.27	64.14	267.13	416.5%
6440 · Other	554.29	802.37	-248.08	-30.9%
6450 · Insurance	45,630.75	48,262.85	-2,632.10	-5.5%
6460 · Electric	3,615.55	3,821.60	-206.05	-5.4%
6470 · Water	911.23	659.03	252.20	38.3%
6480 · Trash	2,157.74	1,639.50	518.24	31.6%

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through October 2020

	Jan - Oct 20	Jan - Oct 19	\$ Change	% Change
6490 · Port-O-Lets	1,888.77	3,825.25	-1,936.48	-50.6%
6500 · Pump Holding Tank	600.00	800.00	-200.00	-25.0%
6510 · Building & Grounds Expense	2,244.17	8,550.69	-6,306.52	-73.8%
6520 · Boat	889.00	1,101.77	-212.77	-19.3%
6530 · Truck	130.56	525.04	-394.48	-75.1%
6541 · Dredging Equipment Maintenance	10,769.42	16,666.66	-5,897.24	-35.4%
6542 · Equipment Rental	13,425.58	6,630.06	6,795.52	102.5%
6560 · Water Testing	6,930.00	5,623.00	1,307.00	23.2%
6570 · Lake Weed Treatment	35,008.46	36,612.00	-1,603.54	-4.4%
6600 · 6% Marina Permit Sales	1,866.00	2,012.82	-146.82	-7.3%
6620 · Dam/Spillway Inspection	0.00	5,343.22	-5,343.22	-100.0%
6630 · Spillway Repairs	0.00	550.00	-550.00	-100.0%
6661 · Disposal Site Preparation	14,581.22	12,942.53	1,638.69	12.7%
6662 · Debt Service-Dredging Loan	12,000.00	0.00	12,000.00	100.0%
6680 · Other Services and Charges	1,400.00	1,829.77	-429.77	-23.5%
6681 · Fireworks	8,000.00	8,000.00	0.00	0.0%
6720 · Utility Vehicle	0.00	8,100.00	-8,100.00	-100.0%
Total Expense	487,001.89	494,166.39	-7,164.50	-1.5%
Net Income	17,186.84	-49,309.12	66,495.96	134.9%

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2020

	Jan - Oct 20	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	125,790.00	115,000.00	10,790.00	109.4%
4010 · Launch Fees	23,455.00	21,000.00	2,455.00	111.7%
4020 · Marina & Club Fees	10,237.50	9,000.00	1,237.50	113.8%
4030 · Sublease & Access Fees	24,075.00	27,000.00	-2,925.00	89.2%
4040 · Property Tax - Brown Co.	42,886.97	82,420.00	-39,533.03	52.0%
4050 · Property Tax - Monroe Co.	137,366.37	234,580.00	-97,213.63	58.6%
4060 · Interest	2,442.51	1,250.00	1,192.51	195.4%
4070 · Grants & Donations	13,615.00	12,000.00	1,615.00	113.5%
4071 · Community Foundation	0.00	0.00	0.00	0.0%
4080 · Fishing Tournament	1,125.00	1,500.00	-375.00	75.0%
4090 · Park Reservations	1,000.00	4,000.00	-3,000.00	25.0%
4100 · Park Admission Fees	80,908.00	44,000.00	36,908.00	183.9%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.25	0.00	0.25	100.0%
4130 · Dredging/Rip-Rap Income	41,287.13	30,000.00	11,287.13	137.6%
4140 · Dredging Equipment Loan Proceed	0.00	1,200,000.00	-1,200,000.00	0.0%
Total Income	504,188.73	1,781,750.00	-1,277,561.27	28.3%
Expense				
6000 · Manager	54,922.98	62,000.00	-7,077.02	88.6%
6001 · Operations Supervisor	29,117.34	36,050.00	-6,932.66	80.8%
6002 · Equipment Operations Supervisor	32,408.64	40,000.00	-7,591.36	81.0%
6010 · FICA	11,423.41	13,700.00	-2,276.59	83.4%
6020 · State Unemployment Tax	343.98	800.00	-456.02	43.0%
6025 · Merchant Fees	2,799.34	1,200.00	1,599.34	233.3%
6030 · Retirement	16,518.93	15,200.00	1,318.93	108.7%
6040 · Health Insurance	6,739.11	15,000.00	-8,260.89	44.9%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	19,686.50	22,000.00	-2,313.50	89.5%
6100 · Lake Patrol	0.00	2,000.00	-2,000.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	450.00	0.00	450.00	100.0%
6112 · Dredger (Other)	435.00	0.00	435.00	100.0%
6113 · Assistant Dredger	8,235.75	12,000.00	-3,764.25	68.6%
6114 · Assistant Dredger (Other)	5,401.00	6,000.00	-599.00	90.0%
6115 · Dredger (Private)	0.00	0.00	0.00	0.0%
6116 · Assistant Dredger (Private)	1,868.50	2,000.00	-131.50	93.4%
6120 · Season & Launch Permits	1,832.15	2,000.00	-167.85	91.6%
6130 · Daily Permits	286.65	400.00	-113.35	71.7%
6140 · Receipt/Tickets Books	351.70	400.00	-48.30	87.9%
6150 · Checks	210.98	200.00	10.98	105.5%
6160 · Printer, Copier & Computer Supp	765.65	800.00	-34.35	95.7%
6170 · Miscellaneous-Other	362.33	1,300.00	-937.67	27.9%
6180 · Postage	587.09	750.00	-162.91	78.3%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2020

	Jan - Oct 20	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	1,026.81	750.00	276.81	136.9%
6200 · Regular Gas	5,005.07	7,000.00	-1,994.93	71.5%
6210 · Diesel	4,368.45	9,000.00	-4,631.55	48.5%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	9,411.35	6,000.00	3,411.35	156.9%
6250 · Boat/Weed Harvester/Truck	86.10	1,500.00	-1,413.90	5.7%
6251 · Dredging Supplies	11,893.74	12,000.00	-106.26	99.1%
6252 · Rip Rap/Erosion Control	16,063.19	15,000.00	1,063.19	107.1%
6260 · Uniforms	628.30	600.00	28.30	104.7%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 · Signs & Nautical Markers	4,003.95	3,000.00	1,003.95	133.5%
6300 · Accounting Services	4,500.00	5,400.00	-900.00	83.3%
6310 · Grass	11,740.00	15,000.00	-3,260.00	78.3%
6320 · Attorney	1,537.50	4,000.00	-2,462.50	38.4%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	54,350.25	50,000.00	4,350.25	108.7%
6350 · Other Prof/Secretarial Service	440.00	1,000.00	-560.00	44.0%
6370 · Phone, LDT, Pager, E-Mail	2,846.03	3,000.00	-153.97	94.9%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	300.00	-300.00	0.0%
6400 · Meals	0.00	150.00	-150.00	0.0%
6410 · Subscriptions	1,420.11	800.00	620.11	177.5%
6420 · Newsletter	0.00	600.00	-600.00	0.0%
6430 · Ads	331.27	500.00	-168.73	66.3%
6440 · Other	554.29	1,500.00	-945.71	37.0%
6441 · Event Planning	0.00	1,500.00	-1,500.00	0.0%
6450 · Insurance	45,630.75	45,000.00	630.75	101.4%
6460 · Electric	3,615.55	5,000.00	-1,384.45	72.3%
6470 · Water	911.23	750.00	161.23	121.5%
6480 · Trash	2,157.74	1,500.00	657.74	143.8%
6490 · Port-O-Lets	1,888.77	2,000.00	-111.23	94.4%
6500 · Pump Holding Tank	600.00	800.00	-200.00	75.0%
6510 · Building & Grounds Expense	2,244.17	10,000.00	-7,755.83	22.4%
6520 · Boat	889.00	2,000.00	-1,111.00	44.5%
6530 · Truck	130.56	1,000.00	-869.44	13.1%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	10,769.42	10,000.00	769.42	107.7%
6542 · Equipment Rental	13,425.58	7,500.00	5,925.58	179.0%
6560 · Water Testing	6,930.00	6,500.00	430.00	106.6%
6570 · Lake Weed Treatment	35,008.46	50,000.00	-14,991.54	70.0%
6580 · Erosion Control/Matching Fund	0.00	0.00	0.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	1,866.00	2,300.00	-434.00	81.1%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2020

	Jan - Oct 20	Budget	\$ Over Budget	% of Budget
6630 · Spillway Repairs	0.00	5,000.00	-5,000.00	0.0%
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	14,581.22	15,000.00	-418.78	97.2%
6662 · Debt Service-Dredging Loan	12,000.00	67,000.00	-55,000.00	17.9%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,400.00	1,500.00	-100.00	93.3%
6681 · Fireworks	8,000.00	8,000.00	0.00	100.0%
6682 · Ramp Repairs	0.00	2,000.00	-2,000.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	0.00	0.00	0.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	0.0%
6703 · Excavator	0.00	0.00	0.00	0.0%
6704 · Off Road Truck	0.00	200,000.00	-200,000.00	0.0%
6705 · Utility Truck	0.00	0.00	0.00	0.0%
6706 · Bulldozer	0.00	0.00	0.00	0.0%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	0.00	950,000.00	-950,000.00	0.0%
6770 · LLCD Pick-up Truck	0.00	0.00	0.00	0.0%
6780 · Gatehouse	0.00	30,000.00	-30,000.00	0.0%
Total Expense	487,001.89	1,807,750.00	-1,320,748.11	26.9%
Net income	17,186.84	-26,000.00	43,186.84	-66.1%

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11/27/20

LAKE LEMON CONSERVANCY
Reconciliation Summary
1000 - Peoples State Bank, Period Ending 10/31/2020

	Oct 31, 20
Beginning Balance	459,983.50
Cleared Transactions	
Checks and Payments - 26 items	-58,477.61
Deposits and Credits - 17 items	37,549.24
Total Cleared Transactions	-20,928.37
Cleared Balance	439,055.13
Uncleared Transactions	
Checks and Payments - 12 items	-7,831.09
Total Uncleared Transactions	-7,831.09
Register Balance as of 10/31/2020	431,224.04
New Transactions	
Checks and Payments - 29 items	-34,752.12
Deposits and Credits - 12 items	2,291.00
Total New Transactions	-32,461.12
Ending Balance	398,762.92

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11/27/20

LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 - Peoples State Bank, Period Ending 10/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						459,983.50
Cleared Transactions						
Checks and Payments - 26 items						
Check	09/15/2020	5142	MONSTER TRASH	X	-187.90	-187.90
Check	09/29/2020	5152	CORNERSTONE P...	X	-8,050.00	-8,237.90
Check	09/29/2020	5151	DOTLICH CRANE	X	-715.00	-8,952.90
Check	09/29/2020	5153	AMBETTER FROM ...	X	-463.32	-9,416.22
Check	09/29/2020	5154	AMBETTER FROM ...	X	-285.47	-9,701.69
Check	10/02/2020	5159	CORNERSTONE P...	X	-5,750.00	-15,451.69
Check	10/02/2020	5157	PINE GROVE MARI...	X	-579.96	-16,031.65
Check	10/02/2020	5158	ALL ABOUT BOATS	X	-345.00	-16,376.65
Check	10/02/2020	5156	KLEINDORFER HA...	X	-152.97	-16,529.62
Check	10/02/2020	5155	B & B WATER CORP	X	-149.37	-16,678.99
Check	10/13/2020	5160	FIRST INSURANCE...	X	-7,729.00	-24,407.99
Check	10/13/2020	5165	WHITE RIVER CO...	X	-2,823.60	-27,231.59
Check	10/13/2020	5163	COMMERCIAL SER...	X	-194.67	-27,426.26
Check	10/13/2020	5162	B-TECH FIRE & SE...	X	-130.00	-27,556.26
Check	10/13/2020	5161	STAPLES CREDIT ...	X	-108.59	-27,664.85
Check	10/14/2020	5166	INDIANA STATE C...	X	-540.00	-28,204.85
Check	10/16/2020	5167	CHRISTOPHER B B...	X	-6,486.00	-34,690.85
Check	10/16/2020	5173	WILSON EQUIPME...	X	-2,926.30	-37,617.15
Check	10/16/2020	5172	N. ANDERSON EX...	X	-1,810.00	-39,427.15
Check	10/16/2020	5170	COMCAST CABLE	X	-288.69	-39,715.84
Check	10/16/2020	5171	STEVE'S PEST CO...	X	-195.00	-39,910.84
Check	10/23/2020	5174	INDIANA STATE C...	X	-270.00	-40,180.84
Check	10/27/2020	5176	YOUNG TRUCKING...	X	-350.00	-40,530.84
Check	10/27/2020	5177	SCI REMC	X	-278.00	-40,808.84
General Journal	10/31/2020			X	-10,910.84	-51,719.68
General Journal	10/31/2020			X	-6,757.93	-58,477.61
Total Checks and Payments					-58,477.61	-58,477.61
Deposits and Credits - 17 items						
General Journal	10/02/2020			X	17.00	17.00
General Journal	10/02/2020			X	51.00	68.00
General Journal	10/04/2020			X	34.00	102.00
General Journal	10/04/2020			X	119.00	221.00
General Journal	10/09/2020			X	273.00	494.00
General Journal	10/13/2020			X	209.00	703.00
General Journal	10/13/2020			X	570.00	1,273.00
General Journal	10/16/2020			X	119.00	1,392.00
General Journal	10/19/2020			X	68.00	1,460.00
General Journal	10/19/2020			X	247.00	1,707.00
General Journal	10/23/2020			X	51.00	1,758.00
General Journal	10/23/2020			X	213.00	1,971.00
General Journal	10/26/2020			X	17.00	1,988.00
General Journal	10/26/2020			X	306.00	2,294.00
General Journal	10/30/2020			X	34.00	2,328.00
General Journal	10/30/2020			X	221.24	2,549.24
General Journal	10/30/2020			X	35,000.00	37,549.24
Total Deposits and Credits					37,549.24	37,549.24
Total Cleared Transactions					-20,928.37	-20,928.37
Cleared Balance					-20,928.37	439,055.13
Uncleared Transactions						
Checks and Payments - 12 items						
Check	04/17/2020	4962	YOUNG TRUCKING...		-277.46	-277.46
Check	05/04/2020	4980	MONROE CO HEAL...		-75.00	-352.46
Check	06/08/2020	5024	JOHN NAYLOR TR...		-2,148.51	-2,500.97
Check	10/13/2020	5164	BLUE TIDE PRODU...		-120.00	-2,620.97
Check	10/16/2020	5169	MONSTER TRASH		-187.90	-2,808.87
Check	10/16/2020	5168	IZZY'S RENTAL		-170.00	-2,978.87
Check	10/27/2020	5178	VISA		-1,454.09	-4,432.96
Check	10/27/2020	5175	WATKINS ACCOUN...		-450.00	-4,882.96
Check	10/30/2020	5180	YOUNG TRUCKING...		-1,904.15	-6,787.11
Check	10/30/2020	5181	MACALLISTER RE...		-701.10	-7,488.21

LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 - Peoples State Bank, Period Ending 10/31/2020

Type	Date	Num	Name	Ctr	Amount	Balance
Check	10/30/2020	5182	KENNETH MULLIS		-250.00	-7,738.21
Check	10/30/2020	5179	BOYCE FORMS SY...		-92.88	-7,831.09
Total Checks and Payments					-7,831.09	-7,831.09
Total Uncleared Transactions					-7,831.09	-7,831.09
Register Balance as of 10/31/2020					-28,759.46	431,224.04
New Transactions						
Checks and Payments - 29 items						
Check	11/06/2020	5184	PEOPLES STATE B...		-12,000.00	-12,000.00
Check	11/06/2020	5186	AMBETTER FROM ...		-463.32	-12,463.32
Check	11/06/2020	5187	AMBETTER FROM ...		-285.47	-12,748.79
Check	11/06/2020	5183	INDIANA STATE C...		-270.00	-13,018.79
Check	11/06/2020	5192	AIM MEDIA INDIANA		-263.62	-13,282.41
Check	11/06/2020	5185	INDIANAPOLIS BU...		-257.53	-13,539.94
Check	11/06/2020	5191	YOUNG TRUCKING...		-250.96	-13,790.90
Check	11/06/2020	5190	LOWE'S COMPANI...		-156.57	-13,947.47
Check	11/06/2020	5189	B & B WATER CORP		-148.00	-14,095.47
Check	11/06/2020	5188	SCHELL MARINA, L...		-40.74	-14,136.21
Check	11/20/2020	5194	WASHINGTON FIE...		-1,249.13	-15,385.34
Check	11/20/2020	5199	WHITE RIVER CO...		-1,118.00	-16,503.34
Check	11/20/2020	5193	N. ANDERSON EX...		-720.00	-17,223.34
Check	11/20/2020	5198	YOUNG TRUCKING...		-405.51	-17,628.85
Check	11/20/2020	5203	TODD'S SEPTIC SE...		-400.00	-18,028.85
Check	11/20/2020	5204	COMCAST CABLE		-289.48	-18,318.33
Check	11/20/2020	5205	INDIANA STATE C...		-270.00	-18,588.33
Check	11/20/2020	5196	HOOSIER TIMES P...		-247.60	-18,835.93
Check	11/20/2020	5197	MONSTER TRASH		-187.90	-19,023.83
Check	11/20/2020	5200	STAPLES CREDIT ...		-128.11	-19,151.94
Check	11/20/2020	5202	COMMERCIAL SER...		-117.94	-19,269.88
Check	11/20/2020	5195	KLEINDORFER HA...		-58.64	-19,328.52
Check	11/20/2020	5201	WRIGHT-HENNEPI...		-40.55	-19,369.07
Check	11/23/2020	5208	CHRISTOPHER B B...		-2,725.00	-22,094.07
Check	11/23/2020	5206	JOHN NAYLOR TR...		-909.55	-23,003.62
Check	11/23/2020	5209	VISA		-694.43	-23,698.05
Check	11/23/2020	5210	SCI REMC		-339.00	-24,037.05
Check	11/23/2020	5207	IZZY'S RENTAL		-170.00	-24,207.05
General Journal	11/30/2020				-10,545.07	-34,752.12
Total Checks and Payments					-34,752.12	-34,752.12
Deposits and Credits - 12 items						
General Journal	11/02/2020				102.00	102.00
General Journal	11/02/2020				247.00	349.00
General Journal	11/06/2020				115.00	464.00
General Journal	11/06/2020				679.00	1,143.00
General Journal	11/09/2020				204.00	1,347.00
General Journal	11/09/2020				595.00	1,942.00
General Journal	11/13/2020				68.00	2,010.00
General Journal	11/16/2020				34.00	2,044.00
General Journal	11/16/2020				34.00	2,078.00
General Journal	11/20/2020				47.00	2,125.00
General Journal	11/23/2020				68.00	2,193.00
General Journal	11/23/2020				98.00	2,291.00
Total Deposits and Credits					2,291.00	2,291.00
Total New Transactions					-32,461.12	-32,461.12
Ending Balance					-61,220.58	398,762.92

LAKE LEMON CONSERVANCY

Financial Statements

For the Period Ending

January 1, 2020 thru November 30, 2020

(UNAUDITED)

Watkins Accounting

113 E. 19th Street

Bloomington, Indiana 47408

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of November 30, 2020 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 8, 2020

LAKE LEMON CONSERVANCY

Balance Sheet

As of November 30, 2020

	Nov 30, 20
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	1,568,289.78
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	107,175.70
1050 · Savings Account	7,443.54
1080 · Construction Account	12,000.00
Total Checking/Savings	1,695,209.02
Total Current Assets	1,695,209.02
Fixed Assets	
1500 · Land @ South Shore Dr	102,755.00
1510 · Trucks	132,761.25
1520 · Other Asset	12,093.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	465,734.79
Total Fixed Assets	1,068,094.15
TOTAL ASSETS	2,763,303.17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	3,779.08
2020 · State & Co. Withholding Payable	645.81
Total Other Current Liabilities	4,424.89
Total Current Liabilities	4,424.89
Long Term Liabilities	
2800 · Long Term Notes-Net of Current	235,000.00
Total Long Term Liabilities	235,000.00
Total Liabilities	239,424.89
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	101,942.92
3200 · Retained Earnings	651,067.21
Net Income	1,166,279.72
Total Equity	2,523,878.28
TOTAL LIABILITIES & EQUITY	2,763,303.17

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Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss YTD Comparison

November 2020

	Nov 20	Jan - Nov 20
Income		
4000 · Watercraft Permits	1,783.00	127,573.00
4010 · Launch Fees	475.00	23,930.00
4020 · Marina & Club Fees	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	24,075.00
4040 · Property Tax - Brown Co.	0.00	42,886.97
4050 · Property Tax - Monroe Co.	0.00	137,366.37
4060 · Interest	92.86	2,535.37
4070 · Grants & Donations	0.00	13,615.00
4080 · Fishing Tournament	25.00	1,150.00
4090 · Park Reservations	0.00	1,000.00
4100 · Park Admission Fees	8.00	80,916.00
4120 · Other Income	0.00	0.25
4130 · Dredging/Rip-Rap Income	0.00	41,287.13
4140 · Dredging Equipment Loan Proceed	1,188,000.00	1,188,000.00
Total Income	1,190,383.86	1,694,572.59
Expense		
6000 · Manager	5,230.76	60,153.74
6001 · Operations Supervisor	2,773.08	31,890.42
6002 · Equipment Operations Supervisor	3,076.92	35,485.56
6010 · FICA	1,108.54	12,531.95
6020 · State Unemployment Tax	0.00	343.98
6025 · Merchant Fees	51.11	2,850.45
6030 · Retirement	1,573.52	18,092.45
6040 · Health Insurance	748.79	7,487.90
6070 · Gate Attendant	1,056.00	20,742.50
6111 · Dredger	0.00	450.00
6112 · Dredger (Other)	0.00	435.00
6113 · Assistant Dredger	0.00	8,235.75
6114 · Assistant Dredger (Other)	2,754.00	8,155.00
6116 · Assistant Dredger (Private)	0.00	1,868.50
6120 · Season & Launch Permits	0.00	1,832.15
6130 · Daily Permits	0.00	286.65
6140 · Receipt/Tickets Books	0.00	351.70
6150 · Checks	0.00	210.98
6160 · Printer, Copier & Computer Supp	0.00	765.65
6170 · Miscellaneous-Other	0.00	362.33
6180 · Postage	110.00	697.09
6190 · General Business Supplies	0.00	1,026.81
6200 · Regular Gas	0.00	5,005.07
6210 · Diesel	1,233.25	5,601.70
6240 · Building & Grounds	215.21	9,626.56
6250 · Boa./Weed Harvester/Truck	0.00	86.10
6251 · Dredging Supplies	0.00	11,893.74
6252 · Rip Rap/Erosion Control	0.00	16,063.19
6260 · Uniforms	0.00	628.30
6290 · Signs & Nautical Markers	0.00	4,003.95
6300 · Accounting Services	0.00	4,500.00
6310 · Grass	0.00	11,740.00
6320 · Attorney	0.00	1,537.50
6330 · Consulting Engineer	2,725.00	57,075.25
6350 · Other Prof/Secretarial Service	0.00	440.00
6370 · Phone, LDT, Pager, E-Mail	289.48	3,135.51
6410 · Subscriptions	14.99	1,435.10
6430 · Ads	768.75	1,100.02
6440 · Other	128.11	682.40
6450 · Insurance	0.00	45,630.75
6460 · Electric	379.55	3,995.10
6470 · Water	148.00	1,059.23
6480 · Trash	187.90	2,345.64
6490 · Port-O-Lets	170.00	2,058.77
6500 · Pump Holding Tank	400.00	1,000.00
6510 · Building & Grounds Expense	117.94	2,362.11
6520 · Boat	0.00	889.00

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through November 2020

	Jan - Nov 20	Jan - Nov 19	\$ Change	% Change
Income				
4000 · Watercraft Permits	127,573.00	111,518.06	16,054.94	14.4%
4010 · Launch Fees	23,930.00	23,777.00	153.00	0.6%
4020 · Marina & Club Fees	10,237.50	9,187.50	1,050.00	11.4%
4030 · Sublease & Access Fees	24,075.00	26,245.00	-2,170.00	-8.3%
4040 · Property Tax - Brown Co.	42,886.97	45,483.79	-2,596.82	-5.7%
4050 · Property Tax -Monroe Co.	137,366.37	137,952.79	-586.42	-0.4%
4060 · Interest	2,535.37	3,844.43	-1,309.06	-34.1%
4070 · Grants & Donations	13,615.00	14,045.00	-430.00	-3.1%
4080 · Fishing Tournament	1,150.00	900.00	250.00	27.8%
4090 · Park Reservations	1,000.00	2,400.00	-1,400.00	-58.3%
4100 · Park Admisioin Fees	80,916.00	51,233.00	29,683.00	57.9%
4120 · Other Income	0.25	0.00	0.25	100.0%
4130 · Dredging/Rip-Rap Income	41,287.13	21,500.00	19,787.13	92.0%
4140 · Dredging Equipment Loan Proceed	1,188,000.00	0.00	1,188,000.00	100.0%
Total Income	1,694,572.59	448,086.57	1,246,486.02	278.2%
Expense				
6000 · Manager	60,153.74	58,207.71	1,946.03	3.3%
6001 · Operations Supervisor	31,890.42	30,076.87	1,813.55	6.0%
6002 · Equipment Operations Supervisor	35,485.56	0.00	35,485.56	100.0%
6010 · FICA	12,531.95	12,851.93	-319.98	-2.5%
6020 · State Unemployment Tax	343.98	70.49	273.49	388.0%
6025 · Merchant Fees	2,850.45	1,662.68	1,187.77	71.4%
6030 · Retirement	18,092.45	12,536.38	5,556.07	44.3%
6040 · Health Insurance	7,487.90	0.00	7,487.90	100.0%
6070 · Gate Attendant	20,742.50	23,198.91	-2,456.41	-10.6%
6100 · Lake Patrol	0.00	633.00	-633.00	-100.0%
6110 · Lake Biologist	0.00	458.00	-458.00	-100.0%
6111 · Dredger	450.00	21,710.50	-21,260.50	-97.9%
6112 · Dredger (Other)	435.00	14,544.48	-14,109.48	-97.0%
6113 · Assistant Dredger	8,235.75	11,385.00	-3,149.25	-27.7%
6114 · Assistant Dredger (Other)	8,155.00	5,087.25	3,067.75	60.3%
6115 · Dredger (Private)	0.00	1,653.00	-1,653.00	-100.0%
6116 · Assistant Dredger (Private)	1,868.50	1,044.00	824.50	79.0%
6120 · Season & Launch Permits	1,832.15	1,883.39	-51.24	-2.7%
6130 · Daily Permits	286.65	270.00	16.65	6.2%
6140 · Receipt/Tickets Books	351.70	350.50	1.20	0.3%
6150 · Checks	210.98	317.97	-106.99	-33.7%
6160 · Printer, Copier & Computer Supp	765.65	946.97	-181.32	-19.2%
6170 · Miscellaneous-Other	362.33	1,009.49	-647.16	-64.1%
6180 · Postage	697.09	475.00	222.09	46.8%
6190 · General Business Supplies	1,026.81	671.94	354.87	52.8%
6200 · Regular Gas	5,005.07	6,807.36	-1,802.29	-26.5%
6210 · Diesel	5,601.70	11,224.93	-5,623.23	-50.1%
6240 · Building & Grounds	9,626.56	2,718.20	6,908.36	254.2%
6250 · Boat/Weed Harvester/Truck	86.10	1,101.43	-1,015.33	-92.2%
6251 · Dredging Supplies	11,893.74	14,312.48	-2,418.74	-16.9%
6252 · Rip Rap/Erosion Control	16,063.19	1,168.46	14,894.73	1,274.7%
6260 · Uniforms	628.30	0.00	628.30	100.0%
6290 · Signs & Nautical Markers	4,003.95	3,270.41	733.54	22.4%
6300 · Accounting Services	4,500.00	4,950.00	-450.00	-9.1%
6310 · Grass	11,740.00	10,560.00	1,180.00	11.2%
6320 · Attorney	1,537.50	555.00	982.50	177.0%
6330 · Consulting Engineer	57,075.25	72,128.81	-15,053.56	-20.9%
6350 · Other Prof/Secretarial Service	440.00	5,850.00	-5,410.00	-92.5%
6370 · Phone, LDT, Pager, E-Mail	3,135.51	3,149.78	-14.27	-0.5%
6390 · Hotel	0.00	396.50	-396.50	-100.0%
6400 · Meals	0.00	52.00	-52.00	-100.0%
6410 · Subscriptions	1,435.10	1,191.25	243.85	20.5%
6430 · Ads	1,100.02	108.17	991.85	916.9%
6440 · Other	682.40	802.37	-119.97	-15.0%
6450 · Insurance	45,630.75	48,262.85	-2,632.10	-5.5%
6460 · Electric	3,995.10	4,210.50	-215.40	-5.1%
6470 · Water	1,059.23	747.40	311.83	41.7%

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through November 2020

	Jan - Nov 20	Jan - Nov 19	\$ Change	% Change
6480 · Trash	2,345.64	1,798.25	547.39	30.4%
6490 · Port-O-Lets	2,058.77	3,995.25	-1,936.48	-48.5%
6500 · Pump Holding Tank	1,000.00	800.00	200.00	25.0%
6510 · Building & Grounds Expense	2,362.11	8,550.69	-6,188.58	-72.4%
6520 · Boat	889.00	1,435.77	-546.77	-38.1%
6530 · Truck	130.56	525.04	-394.48	-75.1%
6541 · Dredging Equipment Maintenance	12,018.55	16,666.66	-4,648.11	-27.9%
6542 · Equipment Rental	13,425.58	6,630.06	6,795.52	102.5%
6560 · Water Testing	6,930.00	5,623.00	1,307.00	23.2%
6570 · Lake Weed Treatment	35,008.46	36,612.00	-1,603.54	-4.4%
6600 · 6% Marina Permit Sales	1,906.74	2,086.08	-179.34	-8.6%
6620 · Dam/Spillway Inspection	0.00	5,343.22	-5,343.22	-100.0%
6630 · Spillway Repairs	720.00	550.00	170.00	30.9%
6661 · Disposal Site Preparation	16,601.43	12,942.53	3,658.90	28.3%
6662 · Debt Service-Dredging Loan	24,000.00	0.00	24,000.00	100.0%
6680 · Other Services and Charges	1,400.00	1,829.77	-429.77	-23.5%
6681 · Fireworks	8,000.00	8,000.00	0.00	0.0%
6720 · Utility Vehicle	0.00	8,100.00	-8,100.00	-100.0%
Total Expense	528,292.87	516,101.68	12,191.19	2.4%
Net Income	1,166,279.72	-68,015.11	1,234,294.83	1,814.7%

Prev Year Expense Comparison



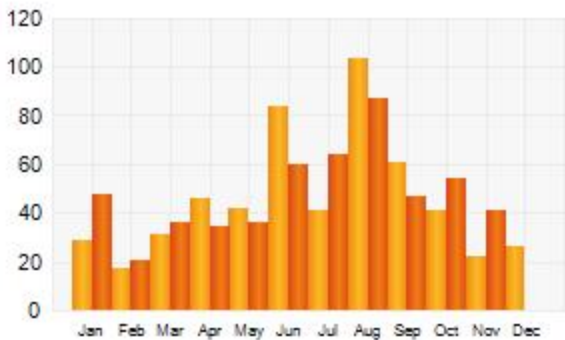
All



Monthly



\$ in 1000s



2019 2020

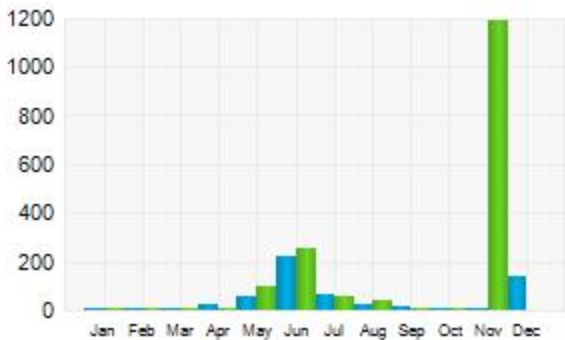
Prev Year Income Comparison



All ▼

Monthly ▼

\$ in 1000s



2019 2020

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Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2020

	Jan - Nov 20	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	127,573.00	115,000.00	12,573.00	110.9%
4010 · Launch Fees	23,930.00	21,000.00	2,930.00	114.0%
4020 · Marina & Club Fees	10,237.50	9,000.00	1,237.50	113.8%
4030 · Sublease & Access Fees	24,075.00	27,000.00	-2,925.00	89.2%
4040 · Property Tax - Brown Co.	42,886.97	82,420.00	-39,533.03	52.0%
4050 · Property Tax -Monroe Co.	137,366.37	234,580.00	-97,213.63	58.6%
4060 · Interest	2,535.37	1,250.00	1,285.37	202.8%
4070 · Grants & Donations	13,615.00	12,000.00	1,615.00	113.5%
4071 · Community Foundation	0.00	0.00	0.00	0.0%
4080 · Fishing Tournament	1,150.00	1,500.00	-350.00	76.7%
4090 · Park Reservations	1,000.00	4,000.00	-3,000.00	25.0%
4100 · Park Admisioin Fees	80,916.00	44,000.00	36,916.00	183.9%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.25	0.00	0.25	100.0%
4130 · Dredging/Rip-Rap Income	41,287.13	30,000.00	11,287.13	137.6%
4140 · Dredging Equipment Loan Proceed	1,188,000.00	1,200,000.00	-12,000.00	99.0%
Total Income	1,694,572.59	1,781,750.00	-87,177.41	95.1%
Expense				
6000 · Manager	60,153.74	62,000.00	-1,846.26	97.0%
6001 · Operations Supervisor	31,890.42	36,050.00	-4,159.58	88.5%
6002 · Equipment Operations Supervisor	35,485.56	40,000.00	-4,514.44	88.7%
6010 · FICA	12,531.95	13,700.00	-1,168.05	91.5%
6020 · State Unemployment Tax	343.98	800.00	-456.02	43.0%
6025 · Merchant Fees	2,850.45	1,200.00	1,650.45	237.5%
6030 · Retirement	18,092.45	15,200.00	2,892.45	119.0%
6040 · Health Insurance	7,487.90	15,000.00	-7,512.10	49.9%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	20,742.50	22,000.00	-1,257.50	94.3%
6100 · Lake Patrol	0.00	2,000.00	-2,000.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	450.00	0.00	450.00	100.0%
6112 · Dredger (Other)	435.00	0.00	435.00	100.0%
6113 · Assistant Dredger	8,235.75	12,000.00	-3,764.25	68.6%
6114 · Assistant Dredger (Other)	8,155.00	6,000.00	2,155.00	135.9%
6115 · Dredger (Private)	0.00	0.00	0.00	0.0%
6116 · Assistant Dredger (Private)	1,868.50	2,000.00	-131.50	93.4%
6120 · Season & Launch Permits	1,832.15	2,000.00	-167.85	91.6%
6130 · Daily Permits	286.65	400.00	-113.35	71.7%
6140 · Receipt/Tickets Books	351.70	400.00	-48.30	87.9%
6150 · Checks	210.98	200.00	10.98	105.5%
6160 · Printer, Copier & Computer Supp	765.65	800.00	-34.35	95.7%
6170 · Miscellaneous-Other	362.33	1,300.00	-937.67	27.9%
6180 · Postage	697.09	750.00	-52.91	92.9%
6185 · Receipt Books	0.00	0.00	0.00	0.0%

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2020

	Jan - Nov 20	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	1,026.81	750.00	276.81	136.9%
6200 · Regular Gas	5,005.07	7,000.00	-1,994.93	71.5%
6210 · Diesel	5,601.70	9,000.00	-3,398.30	62.2%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	9,626.56	6,000.00	3,626.56	160.4%
6250 · Boat/Weed Harvester/Truck	86.10	1,500.00	-1,413.90	5.7%
6251 · Dredging Supplies	11,893.74	12,000.00	-106.26	99.1%
6252 · Rip Rap/Erosion Control	16,063.19	15,000.00	1,063.19	107.1%
6260 · Uniforms	628.30	600.00	28.30	104.7%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 · Signs & Nautical Markers	4,003.95	3,000.00	1,003.95	133.5%
6300 · Accounting Services	4,500.00	5,400.00	-900.00	83.3%
6310 · Grass	11,740.00	15,000.00	-3,260.00	78.3%
6320 · Attorney	1,537.50	4,000.00	-2,462.50	38.4%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	57,075.25	50,000.00	7,075.25	114.2%
6350 · Other Prof/Secretarial Service	440.00	1,000.00	-560.00	44.0%
6370 · Phone, LDT, Pager, E-Mail	3,135.51	3,000.00	135.51	104.5%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	300.00	-300.00	0.0%
6400 · Meals	0.00	150.00	-150.00	0.0%
6410 · Subscriptions	1,435.10	800.00	635.10	179.4%
6420 · Newsletter	0.00	600.00	-600.00	0.0%
6430 · Ads	1,100.02	500.00	600.02	220.0%
6440 · Other	682.40	1,500.00	-817.60	45.5%
6441 · Event Planning	0.00	1,500.00	-1,500.00	0.0%
6450 · Insurance	45,630.75	45,000.00	630.75	101.4%
6460 · Electric	3,995.10	5,000.00	-1,004.90	79.9%
6470 · Water	1,059.23	750.00	309.23	141.2%
6480 · Trash	2,345.64	1,500.00	845.64	156.4%
6490 · Port-O-Lets	2,058.77	2,000.00	58.77	102.9%
6500 · Pump Holding Tank	1,000.00	800.00	200.00	125.0%
6510 · Building & Grounds Expense	2,362.11	10,000.00	-7,637.89	23.6%
6520 · Boat	889.00	2,000.00	-1,111.00	44.5%
6530 · Truck	130.56	1,000.00	-869.44	13.1%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	12,018.55	10,000.00	2,018.55	120.2%
6542 · Equipment Rental	13,425.58	7,500.00	5,925.58	179.0%
6560 · Water Testing	6,930.00	6,500.00	430.00	106.6%
6570 · Lake Weed Treatment	35,008.46	50,000.00	-14,991.54	70.0%
6580 · Erosion Control/Matching Fund	0.00	0.00	0.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	1,906.74	2,300.00	-393.26	82.9%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through November 2020

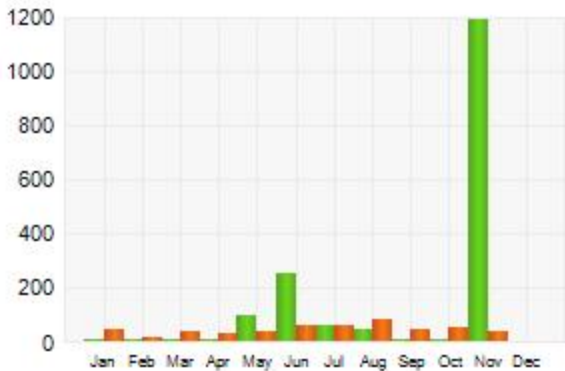
	Jan - Nov 20	Budget	\$ Over Budget	% of Budget
6630 · Spillway Repairs	720.00	5,000.00	-4,280.00	14.4%
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	16,601.43	15,000.00	1,601.43	110.7%
6662 · Debt Service-Dredging Loan	24,000.00	67,000.00	-43,000.00	35.8%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,400.00	1,500.00	-100.00	93.3%
6681 · Fireworks	8,000.00	8,000.00	0.00	100.0%
6682 · Ramp Repairs	0.00	2,000.00	-2,000.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	0.00	0.00	0.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	0.0%
6703 · Excavator	0.00	0.00	0.00	0.0%
6704 · Off Road Truck	0.00	200,000.00	-200,000.00	0.0%
6705 · Utility Truck	0.00	0.00	0.00	0.0%
6706 · Bulldozer	0.00	0.00	0.00	0.0%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	0.00	950,000.00	-950,000.00	0.0%
6770 · LLCD Pick-up Truck	0.00	0.00	0.00	0.0%
6780 · Gatehouse	0.00	30,000.00	-30,000.00	0.0%
Total Expense	528,292.87	1,807,750.00	-1,279,457.13	29.2%
Net Income	1,166,279.72	-26,000.00	1,192,279.72	-4,485.7%

Income and Expense Trend



\$ in 1000s

This year



Income Expense

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12/08/20

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
November 2020

	<u>Nov 20</u>	<u>Jan - Nov 20</u>
6530 · Truck	0.00	130.56
6541 · Dredging Equipment Maintenance	1,249.13	12,018.55
6542 · Equipment Rental	0.00	13,425.58
6560 · Water Testing	0.00	6,930.00
6570 · Lake Weed Treatment	0.00	35,008.46
6600 · 6% Marina Permit Sales	40.74	1,906.74
6630 · Spillway Repairs	720.00	720.00
6661 · Disposal Site Preparation	2,020.21	16,601.43
6662 · Debt Service-Dredging Loan	12,000.00	24,000.00
6680 · Other Services and Charges	0.00	1,400.00
6681 · Fireworks	0.00	8,000.00
 Total Expense	 <u>41,290.98</u>	 <u>528,292.87</u>
 Net Income	 <u><u>1,149,092.88</u></u>	 <u><u>1,166,279.72</u></u>

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LAKE LEMON CONSERVANCY
Reconciliation Summary
1000 - Peoples State Bank, Period Ending 11/30/2020

	Nov 30, 20
Beginning Balance	439,055.13
Cleared Transactions	
Checks and Payments - 32 items	-51,258.49
Deposits and Credits - 14 items	1,190,291.00
Total Cleared Transactions	1,139,032.51
Cleared Balance	1,578,087.64
Uncleared Transactions	
Checks and Payments - 12 items	-9,797.86
Total Uncleared Transactions	-9,797.86
Register Balance as of 11/30/2020	1,568,289.78
Ending Balance	1,568,289.78

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12/08/20

LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 - Peoples State Bank, Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						439,055.13
Cleared Transactions						
Checks and Payments - 32 items						
Check	10/13/2020	5164	BLUE TIDE PRODU...	X	-120.00	-120.00
Check	10/16/2020	5169	MONSTER TRASH	X	-187.90	-307.90
Check	10/16/2020	5168	IZZY'S RENTAL	X	-170.00	-477.90
Check	10/27/2020	5178	VISA	X	-1,454.09	-1,931.99
Check	10/27/2020	5175	WATKINS ACCOUN...	X	-450.00	-2,381.99
Check	10/30/2020	5181	MACALLISTER RE...	X	-701.10	-3,083.09
Check	10/30/2020	5182	KENNETH MULLIS	X	-250.00	-3,333.09
Check	10/30/2020	5179	BOYCE FORMS SY...	X	-92.88	-3,425.97
Check	11/06/2020	5184	PEOPLES STATE B...	X	-12,000.00	-15,425.97
Check	11/06/2020	5186	AMBETTER FROM	X	-463.32	-15,889.29
Check	11/06/2020	5187	AMBETTER FROM	X	-285.47	-16,174.76
Check	11/06/2020	5183	INDIANA STATE C...	X	-270.00	-16,444.76
Check	11/06/2020	5192	AIM MEDIA INDIANA	X	-263.62	-16,708.38
Check	11/06/2020	5185	INDIANAPOLIS BU...	X	-257.53	-16,965.91
Check	11/06/2020	5190	LOWE'S COMPANI...	X	-156.57	-17,122.48
Check	11/06/2020	5189	B & B WATER CORP	X	-148.00	-17,270.48
Check	11/06/2020	5188	SHELL MARINA, L...	X	-40.74	-17,311.22
Check	11/20/2020	5194	WASHINGTON FIE...	X	-1,249.13	-18,560.35
Check	11/20/2020	5199	WHITE RIVER CO...	X	-1,118.00	-19,678.35
Check	11/20/2020	5203	TODD'S SEPTIC SE...	X	-400.00	-20,078.35
Check	11/20/2020	5205	INDIANA STATE C...	X	-270.00	-20,348.35
Check	11/20/2020	5196	HOOSIER TIMES P...	X	-247.60	-20,595.95
Check	11/20/2020	5200	STAPLES CREDIT	X	-128.11	-20,724.06
Check	11/20/2020	5202	COMMERCIAL SER...	X	-117.94	-20,842.00
Check	11/20/2020	5195	KLEINDORFER HA...	X	-58.64	-20,900.64
Check	11/20/2020	5201	WRIGHT-HENNEPI...	X	-40.55	-20,941.19
General Journal	11/23/2020			X	-12,000.00	-32,941.19
Check	11/23/2020	5206	JOHN NAYLOR TR...	X	-909.55	-33,850.74
Check	11/23/2020	5209	VISA	X	-694.43	-34,545.17
Check	11/23/2020	5210	SCI REMC	X	-339.00	-34,884.17
General Journal	11/30/2020			X	-10,545.07	-45,429.24
General Journal	11/30/2020			X	-5,829.25	-51,258.49
Total Checks and Payments					-51,258.49	-51,258.49
Deposits and Credits - 14 items						
General Journal	11/02/2020			X	102.00	102.00
General Journal	11/02/2020			X	247.00	349.00
General Journal	11/06/2020			X	115.00	464.00
General Journal	11/06/2020			X	679.00	1,143.00
General Journal	11/09/2020			X	204.00	1,347.00
General Journal	11/09/2020			X	595.00	1,942.00
General Journal	11/09/2020			X	12,000.00	13,942.00
General Journal	11/13/2020			X	68.00	14,010.00
General Journal	11/16/2020			X	34.00	14,044.00
General Journal	11/16/2020			X	34.00	14,078.00
General Journal	11/20/2020			X	47.00	14,125.00
General Journal	11/23/2020			X	68.00	14,193.00
General Journal	11/23/2020			X	98.00	14,291.00
General Journal	11/24/2020			X	1,176,000.00	1,190,291.00
Total Deposits and Credits					1,190,291.00	1,190,291.00
Total Cleared Transactions					1,139,032.51	1,139,032.51
Cleared Balance					1,139,032.51	1,578,087.64
Uncleared Transactions						
Checks and Payments - 12 items						
Check	04/17/2020	4962	YOUNG TRUCKING...		-277.46	-277.46
Check	05/04/2020	4980	MONROE CO HEAL...		-75.00	-352.46
Check	06/08/2020	5024	JOHN NAYLOR TR...		-2,148.51	-2,500.97
Check	10/30/2020	5180	YOUNG TRUCKING...		-1,904.15	-4,405.12
Check	11/06/2020	5191	YOUNG TRUCKING...		-250.96	-4,656.08
Check	11/20/2020	5193	N. ANDERSON EX...		-720.00	-5,376.08
Check	11/20/2020	5198	YOUNG TRUCKING...		-405.51	-5,781.59

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LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 - Peoples State Bank, Period Ending 11/30/2020

Type	Date	Num	Name	Clr	Amount	Balance
Check	11/20/2020	5204	COMCAST CABLE		-289.48	-6,071.07
Check	11/20/2020	5197	MONSTER TRASH		-187.90	-6,258.97
Check	11/23/2020	5208	CHRISTOPHER B B...		-2,725.00	-8,983.97
Check	11/23/2020	5207	IZZY'S RENTAL		-170.00	-9,153.97
General Journal	11/30/2020				-643.89	-9,797.86
Total Checks and Payments					-9,797.86	-9,797.86
Total Uncleared Transactions					-9,797.86	-9,797.86
Register Balance as of 11/30/2020					1,129,234.65	1,568,289.78
Ending Balance					<u>1,129,234.65</u>	<u>1,568,289.78</u>

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	October Report of Claims: Approval of Vouchers
Dollar Amount	\$46,548.11
Meeting Date	December 17th, 2020
Summary	Report showing check detail and payroll expenditures for October 2020
Staff Recommendation	Approval of October 2020 Report of Claims

Date: December 17, 2020

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

(Report of Claims - October 2020)

(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 8 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$46,548.11

Approved by Roll Call Vote Dated this 17th Day of December 2020

Signature of Governing Board

AYE

PAM DUGAN, CHAIRMAN

AYE

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER

AYE

MICHAEL KLITZING, Sub-Area I

AYE

DEBRA LADYMAN, Sub-Area II

AYE

LORA SCHELL, Sub-Area IV

AYE

LES WADZINSKI, Sub-Area V

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12/08/20

LAKE LEMON CONSERVANCY
Check Detail
 October 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	5155	10/02/2020	B & B WATER CORP		1000 · Peoples Stat...		-149.37
				6470 · Water		-149.37	149.37
TOTAL						-149.37	149.37
Check	5156	10/02/2020	KLEINDORFER HA...		1000 · Peoples Stat...		-152.97
			Rags and Buoy Chain	6240 · Building & Gr...		-152.97	152.97
TOTAL						-152.97	152.97
Check	5157	10/02/2020	PINE GROVE MARI...		1000 · Peoples Stat...		-579.96
			Spare Props, Small Barge	6251 · Dredging Sup...		-579.96	579.96
TOTAL						-579.96	579.96
Check	5158	10/02/2020	ALL ABOUT BOATS		1000 · Peoples Stat...		-345.00
			Check Oil & Fuels Pressures, Small Barge Motors	6541 · Dredging Equ...		-345.00	345.00
TOTAL						-345.00	345.00
Check	5159	10/02/2020	CORNERSTONE P...		1000 · Peoples Stat...		-5,750.00
			Park Master Plan	6330 · Consulting E...		-5,750.00	5,750.00
TOTAL						-5,750.00	5,750.00
Check	5160	10/13/2020	FIRST INSURANCE...		1000 · Peoples Stat...		-7,729.00
				6450 · Insurance		-7,729.00	7,729.00
TOTAL						-7,729.00	7,729.00
Check	5161	10/13/2020	STAPLES CREDIT ...		1000 · Peoples Stat...		-108.59
			Toilet Paper, Trash bags, Office Supplies	6190 · General Busi...		-108.59	108.59
TOTAL						-108.59	108.59
Check	5162	10/13/2020	B-TECH FIRE & SE...		1000 · Peoples Stat...		-130.00

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LAKE LEMON CONSERVANCY
Check Detail
 October 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			Fix gatehouse Phone Lines		6510 · Building & Gr...	-130.00	130.00
TOTAL						-130.00	130.00
Check	5163	10/13/2020	COMMERCIAL SER...		1000 · Peoples Stat...		-194.67
			HVAC Maintenance		6510 · Building & Gr...	-194.67	194.67
TOTAL						-194.67	194.67
Check	5164	10/13/2020	BLUE TIDE PRODU...		1000 · Peoples Stat...		-120.00
			Annual Website Hosting		6410 · Subscriptions	-120.00	120.00
TOTAL						-120.00	120.00
Check	5165	10/13/2020	WHITE RIVER CO-...		1000 · Peoples Stat...		-2,823.60
					6200 · Regular Gas	-1,877.40	1,877.40
					6210 · Diesel	-946.20	946.20
TOTAL						-2,823.60	2,823.60
Check	5166	10/14/2020	INDIANA STATE CE...		1000 · Peoples Stat...		-540.00
					2040 · Child Support	-540.00	540.00
TOTAL						-540.00	540.00
Check	5167	10/16/2020	CHRISTOPHER B ...		1000 · Peoples Stat...		-6,486.00
			Bid and Construction Documents		6330 · Consulting E...	-6,486.00	6,486.00
TOTAL						-6,486.00	6,486.00
Check	5168	10/16/2020	IZZY'S RENTAL		1000 · Peoples Stat...		-170.00
					6490 · Port-O-Lets	-170.00	170.00
TOTAL						-170.00	170.00
Check	5169	10/16/2020	MONSTER TRASH		1000 · Peoples Stat...		-187.90

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LAKE LEMON CONSERVANCY
Check Detail
 October 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6480 · Trash	-187.90	187.90
TOTAL						-187.90	187.90
Check	5170	10/16/2020	COMCAST CABLE		1000 · Peoples Stat...		-288.69
					6370 · Phone, LDT, ...	-288.69	288.69
TOTAL						-288.69	288.69
Check	5171	10/16/2020	STEVE'S PEST CO...		1000 · Peoples Stat...		-195.00
			Fall Pest treatment		6510 · Building & Gr...	-195.00	195.00
TOTAL						-195.00	195.00
Check	5172	10/16/2020	N. ANDERSON EX...		1000 · Peoples Stat...		-1,810.00
					6310 · Grass	-1,810.00	1,810.00
TOTAL						-1,810.00	1,810.00
Check	5173	10/16/2020	WILSON EQUIPME...		1000 · Peoples Stat...		-2,926.30
			Long Arm Excavator For Stilling Basin repairs		6542 · Equipment R...	-2,926.30	2,926.30
TOTAL						-2,926.30	2,926.30
Check	5174	10/23/2020	INDIANA STATE CE...		1000 · Peoples Stat...		-270.00
					2040 · Child Support	-270.00	270.00
TOTAL						-270.00	270.00
Check	5175	10/27/2020	WATKINS ACCOUN...		1000 · Peoples Stat...		-450.00
					6300 · Accounting S...	-450.00	450.00
TOTAL						-450.00	450.00
Check	5176	10/27/2020	YOUNG TRUCKING...		1000 · Peoples Stat...		-350.00
			Transport Komatsu to Southshore site		6661 · Disposal Site...	-350.00	350.00

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12/08/20

LAKE LEMON CONSERVANCY
Check Detail
 October 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-350.00	350.00
Check	5177	10/27/2020	SCI REMC		1000 · Peoples Stat...		-278.00
				6460 · Electric		-278.00	278.00
TOTAL						-278.00	278.00
Check	5178	10/27/2020	VISA		1000 · Peoples Stat...		-1,454.09
			Push boat Shaft Bearing, wire rope for winches	6251 · Dredging Sup...		-658.85	658.85
			Zoom	6410 · Subscriptions		-14.99	14.99
			Silt Fence for SouthShore Site	6661 · Disposal Site...		-838.00	838.00
			Diesel Exhaust Fluid	6251 · Dredging Sup...		57.75	-57.75
TOTAL						-1,454.09	1,454.09
Check	5179	10/30/2020	BOYCE FORMS SY...		1000 · Peoples Stat...		-92.88
			Accounts Payable Vouchers	6190 · General Busi...		-92.88	92.88
TOTAL						-92.88	92.88
Check	5180	10/30/2020	YOUNG TRUCKING...		1000 · Peoples Stat...		-1,904.15
			Stone for SouthShore Construction Entrance	6661 · Disposal Site...		-1,904.15	1,904.15
TOTAL						-1,904.15	1,904.15
Check	5181	10/30/2020	MACALLISTER RE...		1000 · Peoples Stat...		-701.10
			Trencher for Silt Fence	6542 · Equipment R...		-701.10	701.10
TOTAL						-701.10	701.10
Check	5182	10/30/2020	KENNETH MULLIS		1000 · Peoples Stat...		-250.00
			Transport Dozer to SouthShore site	6661 · Disposal Site...		-250.00	250.00
TOTAL						-250.00	250.00
							\$36,437.27

12/08/20

Payroll Summary

October 2020

	Allender, Clinton L			Bode, Randall S			Brown, Andrew M			Casey, Adam W		
	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			0.00			0.00			0.00			5,230.76
Salary-6001			0.00			0.00			0.00			0.00
Salary-6002			3,076.92			0.00			0.00			0.00
OT-6113			0.00			0.00			0.00			0.00
OT-6114			0.00			0.00			0.00			0.00
OT - 6002	3.5	28.85	100.98			0.00			0.00			0.00
Reg. Pay-6070			0.00	37	11.00	407.00	32	10.00	320.00			0.00
Reg. Pay-6110			0.00			0.00			0.00			0.00
Reg. Pay-6111		30.00	0.00			0.00			0.00			0.00
Reg. Pay-6112		30.00	0.00			0.00			0.00			0.00
Reg. Pay-6113			0.00			0.00			0.00			0.00
Reg. Pay-6114		20.00	0.00			0.00			0.00			0.00
Reg. Pay-6115		29.00	0.00			0.00			0.00			0.00
Reg. Pay-6116		20.00	0.00			0.00			0.00			0.00
Total Gross Pay	3.5		3,177.90	37		407.00	32		320.00			5,230.76
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			-800.00
Insurance			0.00			0.00			0.00			0.00
Retirement			-95.33			0.00			0.00			-313.84
Total Deductions from Gross Pay			-95.33			0.00			0.00			-1,113.84
Adjusted Gross Pay	3.5		3,082.57	37		407.00	32		320.00			4,116.92
Taxes Withheld												
Federal Withholding			-331.00			-9.00			0.00			-586.00
Medicare Employee			-46.08			-5.90			-4.64			-64.24
Social Security Employee			-197.03			-25.23			-19.84			-274.70
IN - Withholding			-99.57			-13.15			-10.34			-132.98
Law. Co.			-53.95			0.00			0.00			0.00
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			0.00			-5.48			-4.30			-45.08
Total Taxes Withheld			-727.63			-58.76			-39.12			-1,103.00
Deductions from Net Pay												
Child Support			-540.00			0.00			0.00			0.00
Docket Fee			0.00			0.00			0.00			0.00
Total Deductions from Net Pay			-540.00			0.00			0.00			0.00
Net Pay	3.5		1,814.94	37		348.24	32		280.88			3,013.92
Employer Taxes and Contributions												
Federal Unemployment			0.00			1.49			1.92			0.00
Medicare Company			46.08			5.90			4.64			64.24
Social Security Company			197.03			25.23			19.84			274.70
IN - Unemployment Company			0.00			2.03			1.60			0.00

Payroll Summary

October 2020

	Allender, Clinton L			Bode, Randall S			Brown, Andrew M			Casey, Adam W		
	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20
Total Employer Taxes and Contributions			<u>243.11</u>			<u>34.65</u>			<u>28.00</u>			<u>338.94</u>

12/08/20

Payroll Summary

October 2020

	Crandall, Alexander J			Snooks, Franklin A			Terrell, Leroy			TOTAL		
	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			0.00			0.00			0.00			5,230.76
Salary-6001			0.00			2,773.08			0.00			2,773.08
Salary-6002			0.00			0.00			0.00			3,076.92
OT-6113			0.00			0.00	0.5	27.00	13.50	0.50		13.50
OT-6114			0.00			0.00	3.5	27.00	94.50	3.50		94.50
OT - 6002			0.00			0.00			0.00	3.50		100.98
Reg. Pay-6070	32	9.50	304.00		11.50	0.00			0.00	101.00		1,031.00
Reg.Pay-6110			0.00		11.50	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			0.00			0.00	80	18.00	1,440.00	80.00		1,440.00
Reg.Pay-6114			0.00			0.00	80	18.00	1,440.00	80.00		1,440.00
Reg.Pay-6115			0.00			0.00			0.00			0.00
Reg.Pay-6116			0.00			0.00			0.00			0.00
Total Gross Pay	32		304.00			2,773.08	164		2,988.00	268.50		15,200.74
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			-800.00
Insurance			0.00			0.00			0.00			0.00
Retirement			0.00			-83.20			0.00			-492.37
Total Deductions from Gross Pay			0.00			-83.20			0.00			-1,292.37
Adjusted Gross Pay	32		304.00			2,689.88	164		2,988.00	268.50		13,908.37
Taxes Withheld												
Federal Withholding			0.00			-282.00			-304.00			-1,512.00
Medicare Employee			-4.41			-40.21			-43.32			-208.80
Social Security Employee			-18.85			-171.94			-185.25			-892.84
IN - Withholding			-9.82			-86.88			-96.51			-449.25
Law. Co.			0.00			0.00			-52.29			-106.24
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			-4.08			-29.46			0.00			-88.40
Total Taxes Withheld			-37.16			-610.49			-681.37			-3,257.53
Deductions from Net Pay												
Child Support			0.00			0.00			0.00			-540.00
Docket Fee			0.00			0.00			0.00			0.00
Total Deductions from Net Pay			0.00			0.00			0.00			-540.00
Net Pay	32		266.84			2,079.39	164		2,306.63	268.50		10,110.84
Employer Taxes and Contributions												
Federal Unemployment			1.82			0.00			17.93			23.16
Medicare Company			4.41			40.21			43.32			208.80
Social Security Company			18.85			171.94			185.25			892.84
IN - Unemployment Company			1.52			0.00			14.94			20.0

12/08/20

Payroll Summary

October 2020

	Crandall, Alexander J			Snooks, Franklin A			Terrell, Leroy			TOTAL		
	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20	Hours	Rate	Oct 20
Total Employer Taxes and Contributions			<u>26.60</u>			<u>212.15</u>			<u>261.44</u>			<u>1,144.89</u>

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	November Report of Claims: Approval of Vouchers
Dollar Amount	\$34,352.12
Meeting Date	December 17th, 2020
Summary	Report showing check detail and payroll expenditures for November 2020
Staff Recommendation	Approval of November 2020 Report of Claims

Date: December 17, 2020

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

(Report of Claims - November 2020)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 6 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$34,352.12

Dated this 17th Day of December 2020

Signature of Governing Board

AYE

PAM DUGAN, CHAIRMAN

AYE

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER

AYE

MICHAEL KLITZING, Sub-Area I

AYE

DEBRA LADYMAN, Sub-Area II

AYE

LORA SCHELL, Sub-Area IV

AYE

LES WADZINSKI, Sub-Area V

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12/08/20

LAKE LEMON CONSERVANCY
Check Detail
 November 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	5183	11/06/2020	INDIANA STATE CE...		1000 · Peoples Stat...		-270.00
					2040 · Child Support	-270.00	270.00
TOTAL						-270.00	270.00
Check	5184	11/06/2020	PEOPLES STATE ...		1000 · Peoples Stat...		-12,000.00
			DumpTruck Loan Payment		6662 · Debt Service...	-12,000.00	12,000.00
TOTAL						-12,000.00	12,000.00
Check	5185	11/06/2020	INDIANAPOLIS BU...		1000 · Peoples Stat...		-257.53
			Bond Sale Ad		6430 · Ads	-257.53	257.53
TOTAL						-257.53	257.53
Check	5186	11/06/2020	AMBETTER FROM ...		1000 · Peoples Stat...		-463.32
					6040 · Health Insura...	-463.32	463.32
TOTAL						-463.32	463.32
Check	5187	11/06/2020	AMBETTER FROM ...		1000 · Peoples Stat...		-285.47
					6040 · Health Insura...	-285.47	285.47
TOTAL						-285.47	285.47
Check	5188	11/06/2020	SCHELL MARINA, ...		1000 · Peoples Stat...		-40.74
					6600 · 6% MarinaPe...	-40.74	40.74
TOTAL						-40.74	40.74
Check	5189	11/06/2020	B & B WATER CORP		1000 · Peoples Stat...		-148.00
					6470 · Water	-148.00	148.00
TOTAL						-148.00	148.00
Check	5190	11/06/2020	LOWE'S COMPANI...		1000 · Peoples Stat...		-156.57

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12/08/20

LAKE LEMON CONSERVANCY
Check Detail
 November 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			Shovels, Chainsaw Blade, Screen Door Handel		6240 · Building & Gr...	-156.57	156.57
TOTAL						-156.57	156.57
Check	5191	11/06/2020	YOUNG TRUCKING...		1000 · Peoples Stat...		-250.96
			Stone for Construction Entrance		6661 · Disposal Site...	-250.96	250.96
TOTAL						-250.96	250.96
Check	5192	11/06/2020	AIM MEDIA INDIANA		1000 · Peoples Stat...		-263.62
			Brown County - Bond Sale and Election Ad's		6430 · Ads	-263.62	263.62
TOTAL						-263.62	263.62
Check	5193	11/20/2020	N. ANDERSON EX...		1000 · Peoples Stat...		-720.00
			Place Rip-Rap along Spillway		6630 · Spillway Rep...	-720.00	720.00
TOTAL						-720.00	720.00
Check	5194	11/20/2020	WASHINGTON FIE...		1000 · Peoples Stat...		-1,249.13
			MacCaliister Equipment- Dozer Brake Adjustment		6541 · Dredging Equ...	-1,249.13	1,249.13
TOTAL						-1,249.13	1,249.13
Check	5195	11/20/2020	KLEINDORFER HA...		1000 · Peoples Stat...		-58.64
			Tools and Hardware		6240 · Building & Gr...	-58.64	58.64
TOTAL						-58.64	58.64
Check	5196	11/20/2020	HOOSIER TIMES P...		1000 · Peoples Stat...		-247.60
			Monroe County Bond Ad		6430 · Ads	-247.60	247.60
TOTAL						-247.60	247.60
Check	5197	11/20/2020	MONSTER TRASH		1000 · Peoples Stat...		-187.90

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LAKE LEMON CONSERVANCY
Check Detail
 November 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6480 · Trash	-187.90	187.90
TOTAL						-187.90	187.90
Check	5198	11/20/2020	YOUNG TRUCKING...		1000 · Peoples Stat...		-405.51
			Stone for Possum Trot disposal road		6661 · Disposal Site...	-405.51	405.51
TOTAL						-405.51	405.51
Check	5199	11/20/2020	WHITE RIVER CO-...		1000 · Peoples Stat...		-1,118.00
					6210 · Diesel	-1,118.00	1,118.00
TOTAL						-1,118.00	1,118.00
Check	5200	11/20/2020	STAPLES CREDIT ...		1000 · Peoples Stat...		-128.11
			Election Post Cards - construction printing		6440 · Other	-128.11	128.11
TOTAL						-128.11	128.11
Check	5201	11/20/2020	WRIGHT-HENNEPI...		1000 · Peoples Stat...		-40.55
					6460 · Electric	-40.55	40.55
TOTAL						-40.55	40.55
Check	5202	11/20/2020	COMMERCIAL SER...		1000 · Peoples Stat...		-117.94
			Replace outside HVAC unit compressor contacts		6510 · Building & Gr...	-117.94	117.94
TOTAL						-117.94	117.94
Check	5203	11/20/2020	TODD'S SEPTIC S...		1000 · Peoples Stat...		-400.00
					6500 · Pump Holdin...	-400.00	400.00
TOTAL						-400.00	400.00
Check	5204	11/20/2020	COMCAST CABLE		1000 · Peoples Stat...		-289.48
					6370 · Phone, LDT, ...	-289.48	289.48

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12/08/20

LAKE LEMON CONSERVANCY
Check Detail
 November 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-289.48	289.48
Check	5205	11/20/2020	INDIANA STATE CE...		1000 · Peoples Stat...		-270.00
					2040 · Child Support	-270.00	270.00
TOTAL						-270.00	270.00
Check	5206	11/23/2020	JOHN NAYLOR TR...		1000 · Peoples Stat...		-909.55
			Rip-rap for SouthShore Disposal Site		6661 · Disposal Site...	-909.55	909.55
TOTAL						-909.55	909.55
Check	5207	11/23/2020	IZZY'S RENTAL		1000 · Peoples Stat...		-170.00
					6490 · Port-O-Lets	-170.00	170.00
TOTAL						-170.00	170.00
Check	5208	11/23/2020	CHRISTOPHER B ...		1000 · Peoples Stat...		-2,725.00
			Design and Bid work		6330 · Consulting E...	-2,725.00	2,725.00
TOTAL						-2,725.00	2,725.00
Check	5209	11/23/2020	VISA		1000 · Peoples Stat...		-694.43
				Zoom	6410 · Subscriptions	-14.99	14.99
				Rural King- Grease, oil, Rags	6210 · Diesel	-115.25	115.25
			37 Pipe & Supply- Culvert fpr Southshore Construction Entrance		6661 · Disposal Site...	-454.19	454.19
				USPS - Stamps	6180 · Postage	-110.00	110.00
TOTAL						-694.43	694.43
Check	5210	11/23/2020	SCI REMC		1000 · Peoples Stat...		-339.00
					6460 · Electric	-339.00	339.00
TOTAL						-339.00	339.00

\$24,207.05

12/08/20

Payroll Summary

November 2020

	Allender, Clinton L			Bode, Randall S			Brown, Andrew M			Casey, Adam W		
	Hours	Rate	Nov 20	Hours	Rate	Nov 20	Hours	Rate	Nov 20	Hours	Rate	Nov 20
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			0.00			0.00			0.00			5,230.76
Salary-6001			0.00			0.00			0.00			0.00
Salary-6002			3,076.92			0.00			0.00			0.00
Reg. Pay-6070			0.00	32	11.00	352.00	40	10.00	400.00			0.00
Reg. Pay-6110			0.00			0.00			0.00			0.00
Reg. Pay-6111		30.00	0.00			0.00			0.00			0.00
Reg. Pay-6112		30.00	0.00			0.00			0.00			0.00
Reg. Pay-6113			0.00			0.00			0.00			0.00
Reg. Pay-6114		20.00	0.00			0.00			0.00			0.00
Reg. Pay-6115		29.00	0.00			0.00			0.00			0.00
Reg. Pay-6116		20.00	0.00			0.00			0.00			0.00
Total Gross Pay			3,076.92	32		352.00	40		400.00			5,230.76
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			-400.00
Insurance			0.00			0.00			0.00			0.00
Retirement			-92.30			0.00			0.00			-313.84
Total Deductions from Gross Pay			-92.30			0.00			0.00			-713.84
Adjusted Gross Pay			2,984.62	32		352.00	40		400.00			4,516.92
Taxes Withheld												
Federal Withholding			-318.00			-4.00			-8.00			-674.00
Medicare Employee			-44.61			-5.11			-5.80			-70.05
Social Security Employee			-190.76			-21.83			-24.80			-299.51
IN - Withholding			-96.40			-11.38			-12.92			-145.90
Law. Co.			-52.24			0.00			0.00			0.00
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			0.00			-4.74			-5.38			-49.46
Total Taxes Withheld			-702.01			-47.06			-56.90			-1,238.92
Deductions from Net Pay												
Child Support			-540.00			0.00			0.00			0.00
Docket Fee			0.00			0.00			0.00			0.00
Total Deductions from Net Pay			-540.00			0.00			0.00			0.00
Net Pay			1,742.61	32		304.94	40		343.10			3,278.00
Employer Taxes and Contributions												
Federal Unemployment			0.00			0.00			0.37			0.00
Medicare Company			44.61			5.11			5.80			70.05
Social Security Company			190.76			21.83			24.80			299.51
IN - Unemployment Company			0.00			1.76			2.00			0.00
Total Employer Taxes and Contributions			235.37			28.70			32.97			369.56

Payroll Summary

November 2020

	Crandall, Alexander J			Snooks, Franklin A			Terrell, Leroy			TOTAL		
	Hours	Rate	Nov 20	Hours	Rate	Nov 20	Hours	Rate	Nov 20	Hours	Rate	Nov 20
Employee Wages, Taxes and Adjustments												
Gross Pay												
Salary-6000			0.00			0.00			0.00			5,230.76
Salary-6001			0.00			2,773.08			0.00			2,773.08
Salary-6002			0.00			0.00			0.00			3,076.92
Reg. Pay-6070	32	9.50	304.00		11.50	0.00			0.00	104.00		1,056.00
Reg. Pay-6110			0.00		11.50	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			0.00			0.00		18.00	0.00			0.00
Reg. Pay-6114			0.00			0.00	153	18.00	2,754.00	153.00		2,754.00
Reg. Pay-6115			0.00			0.00			0.00			0.00
Reg. Pay-6116			0.00			0.00			0.00			0.00
Total Gross Pay	32		304.00			2,773.08	153		2,754.00	257.00		14,890.76
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			-400.00
Insurance			0.00			0.00			0.00			0.00
Retirement			0.00			-83.20			0.00			-489.34
Total Deductions from Gross Pay			0.00			-83.20			0.00			-889.34
Adjusted Gross Pay	32		304.00			2,689.88	153		2,754.00	257.00		14,001.42
Taxes Withheld												
Federal Withholding			0.00			-282.00			-276.00			-1,562.00
Medicare Employee			-4.40			-40.21			-39.94			-210.12
Social Security Employee			-18.84			-171.93			-170.75			-898.42
IN - Withholding			-9.82			-86.88			-88.96			-452.26
Law. Co.			0.00			0.00			-48.19			-100.43
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			-4.08			-29.46			0.00			-93.12
Total Taxes Withheld			-37.14			-610.48			-623.84			-3,316.35
Deductions from Net Pay												
Child Support			0.00			0.00			0.00			-540.00
Docket Fee			0.00			0.00			0.00			0.00
Total Deductions from Net Pay			0.00			0.00			0.00			-540.00
Net Pay	32		266.86			2,079.40	153		2,130.16	257.00		10,145.07
Employer Taxes and Contributions												
Federal Unemployment			1.83			0.00			13.70			15.90
Medicare Company			4.40			40.21			39.94			210.12
Social Security Company			18.84			171.93			170.75			898.42
IN - Unemployment Company			1.52			0.00			13.77			19.05
Total Employer Taxes and Contributions			26.59			212.14			238.16			1,143.49

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Motion to Transfer \$7,500.00 to CD
Item/Subject	Cumulative Maintenance Fund -Transfer
Dollar Amount	\$7,500.00
Meeting Date	December 17th, 2020
Summary	Transfer \$7,500.00 to Cumulative Maintenance Fund CD.
Staff Recommendation	Motion to Transfer \$7,500.00 from line item 6610 (Cumulative Maintenance Fund) to CD

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Motion to Renew CD 371016988
Item/Subject	CD Renewal: CD# 371016988
Dollar Amount	\$36,062.73
Meeting Date	December 17th, 2020
Summary	CD #371016988 is maturing on December 30th, 2020. This is a Cumulative Maintenance Fund CD. Renewal rates are 12 months at .40%, 18 months at .45% and 24 months at .45%.
Staff Recommendation	Renew CD #371016988 for 12 months at .40%.

24 MONTH CD – XXXXX6988 ▼

Account information

Current balance	Interest rate
\$36,062.73	2.50%
Accrued interest	Term
\$170.83	24 months
Next interest payment Dec 29, 2020	Interest paid 2020
\$225.47	\$681.37
Pay interest to	Interest paid 2019
REGULAR SAVINGS XXXXX6779	\$898.29
Maturity date	
Dec 30, 2020	
Hide details ▲	

Search transactions

Amount

Date

Switch to range

Search

Clear search

Transactions

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Motion to Transfer Funds
Item/Subject	Transfer of Funds
Dollar Amount	\$58,557.00
Meeting Date	December 17th, 2020
Summary	Draft Transfer of Funds: 2020 General Fund
Staff Recommendation	Motion to authorize Manager to transfer funds as needed within the general fund at the end of fiscal year 2020. Including the utilization of line item 6662 (Debt Service -Bond Repayment), to cover Sediment Mitigation related expenses.

Transfer of Funds 2020

Transfer From:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
6662	Debt Service- Dredging Loan	\$35,940.00 x*
6570	Lake Weed Treatment	\$14,990.00
6510	Building & Grounds Expense	\$7,627.00
	TOTAL	\$58,557.00

Transfer Into:

<u>Account#</u>	<u>Description</u>	<u>Amount</u>
6000	Manager	\$6,000.00
6025	Merchant Fees	\$1,800.00
6030	Retirement	\$3,000.00
6111	Dredger	\$450.00
6112	Dredger (Other)	\$435.00
6114	Assistant Dredger (other)	\$3,500.00 x
6150	Checks	\$12.00
6190	General Business Supplies	\$300.00
6240	Building & Grounds	\$3,875.00
6252	Rip Rap/Erosion Control	\$1,065.00
6260	Uniforms	\$30.00
6290	Signs & Nautical Markers	\$1,005.00
6330	Consulting Engineer	\$7,080.00 x
6370	Phone, LTD, Email	\$430.00
6410	Subscriptions	\$640.00
6430	Ads	\$605.00
6450	Insurance	\$650.00
6470	Water	\$460.00
6480	Trash	\$1,000.00
6490	Port-O-Lets	\$230.00
6500	Pump Holding Tank	\$200.00
6541	Dredging Equipment Maintenance	\$4,000.00 x
6541	Equipment rental	\$19,750.00 x
6560	Water Testing	\$430.00
6661	Disposal Site Preparation	\$1,610.00 x
	TOTAL	\$58,557.00

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	Ice Miller Services Invoice: Bond Counsel
Dollar Amount	\$30,600.00
Meeting Date	December 17th, 2020
Summary	Ice Miller Services Invoice: Bond Counsel
Staff Recommendation	Discussion of using bond or general fund monies for this invoice.



One American Square | Suite 2900 | Indianapolis, IN 46282-0200

December 1, 2020

SOUTH BEND NUMBER: (574) 298-2744
Indianapolis Number: (317) 236-2487
direct fax: (317) 592-4801
internet: patricia.zelmer@icemiller.com

VIA E-MAIL

Mr. Adam Casey
Lake Lemon Conservancy District
7599 N. Tunnel Road
Unionville, IN 47468
E-mail: Manager@lakelemon.org

Re: Lake Lemon Conservancy District ("District")
Conservancy District Bonds of 2020

Dear Adam:

Enclosed please find our statement for legal services rendered in connection with the above-referenced financing.

It was a pleasure to work with you and the District on this financing, and we look forward to working with you in the future. If you have any questions or comments, please do not hesitate to call.

Very truly yours,

ICE MILLER LLP

Patricia A. Zelmer

PAZ:DKP
Enclosure

cc: Ms. Brenda Ball (w/encls.) via e-mail: brenda.ball@icemiller.com

Mr. Adam Casey
Lake Lemon Conservancy District
7599 N. Tunnel Road
Unionville, IN 47468
E-mail: Manager@lakelemon.org

FEE FOR SERVICES RENDERED
OUR FILE NUMBER 021171.00002

Re: Lake Lemon Conservancy District
Conservancy District Bonds of 2020
Total Issue: \$1,200,000
Dated: November 24, 2020

Fee for legal services rendered, including preparation of proceedings for the authorization, issuance and sale of bonds to finance the cost of the sediment mitigation project of the District, together with all incidental expenses in connection therewith; analysis of size and structure under state laws; review of preliminary and final official statements; preparation of numerous transcript certificates and documents; examination of transcript of proceedings and rendering of our legal opinion approving the bonds designated "Park District Bonds of 2020," originally dated November 24, 2020, total issue \$1,200,000.

TOTAL Legal Fees for this File\$30,000.00

CHARGES:

Transcript Compilation and Distribution\$600.00

TOTAL Charges\$600.00

TOTAL CURRENT BILLING FOR THIS INVOICE.....\$30,600.00

REMITTANCE PAGE

IF BY CHECK, SUBMIT REMITTANCE TO:

ICE MILLER LLP
PO Box 68
Indianapolis, IN 46206-0068
(317) 221-2996

WIRE INSTRUCTIONS:

Bank: Huntington National Bank
7 Easton Oval
Columbus, OH 43219

OPERATING ACCOUNT NAME: Ice Miller LLP - Operating Account

OPERATING ACCOUNT NUMBER: 01401048453

ABA NUMBER: 044000024 ** ABA Number for ACH Electronic
Transfer: 074000078

SWIFT Address (International Transfers): HUNTUS33

FEDERAL ID NUMBER: 35-0874357

CLIENT NAME: Lake Lemon Conservancy District

MATTER TITLE: Conservancy District Bonds of 2020

MATTER NO.: 021171.00002

PLEASE REMIT TOTAL INVOICE BALANCE DUE.....\$30,600.00

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	Resolution 12-20-12: 2021 Fees and Charges
Dollar Amount	N/A
Meeting Date	October 22nd, 2020
Summary	Resolution 12-20-12: 2021 Fees and Charges
Staff Recommendation	Approve Resolution 12-20-12: 2021 Fees and Charges

RESOLUTION 12-20-12

WHEREAS, it is necessary and desirable to establish and approve the District’s annual fees and charges; and

WHEREAS, this resolution supercedes all previous fees and charges resolutions;

IT IS THEREFORE RESOLVED AND ESTABLISHED that the attached “2021 Fees and Charges” schedule is approved.

PRESENTED to the Board of Directors of the Lake Lemon Conservancy District this 17th day of December 2020.

ADOPTED BY THE FOLLOWING VOTE:

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>PAM DUGAN, CHAIRMAN</u>	_____	_____
<u>MARY JANE BROWN, VICE-CHAIR</u>	_____	_____
<u>MIKE BLACKWELL, TREASURER</u>	_____	_____
<u>MICHAEL KLITZING, Sub-Area I</u>	_____	_____
<u>DEBRA LADYMAN, Sub-Area II</u>	_____	_____
<u>LORA SCHELL, Sub-Area IV</u>	_____	_____
<u>LES WADZINSKI, Sub-Area V</u>	_____	_____

ATTEST: _____
LLCD District Manager

**Lake Lemon Conservancy District
2021 Fees and Charges**

Annual Boat Permits*	2021** Resident	2020 Resident	2019 Resident	2021** Non- Resident	2020 Non- Resident	2019 Non- Resident
All boats with motors 10 HP and larger	\$72.00	\$70.00	\$68.00	103.00	100.00	\$95.00
All boats with motors less than 10 HP including row boats and sail boats	\$46.00	\$45.00	\$41.00	\$72.00	\$70.00	\$68.00
Personal Water Craft	\$130.00	\$125.00	\$123.00	\$175.00	\$165.00	\$150.00
Commercial Guide Boat Fee	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Daily Boat Permits***	2021 Resident	2020 Resident	2019 Resident	2021 Non- Resident	2020 Non- Resident	2019 non- Resident
All boats with motors 10 HP and larger	\$13.00	\$12.00	\$10.00	\$13.00	\$12.00	\$10.00
All boats with motors less than 10 HP including row boats and sail boats	\$9.00	\$8.00	\$7.00	\$9.00	\$8.00	\$7.00
Personal Water Craft	\$21.00	\$20.00	\$17.00	\$21.00	\$20.00	\$17.00
Boat Launch (ramp) Fees - Riddle Point Park	2021 Resident	2020 Resident	2019 Resident	2021 Non- Resident	2020 Non- Resident	2019 non- Resident
Daily	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Annual	\$36.00	\$35.00	\$33.00	\$36.00	\$35.00	\$33.00

*Canoes, paddleboats, and kayaks are excluded from Boat Permit Fees but are required to pay launch fees if ramp is used. Education discount – 50%.

**Resident is defined as:

1. Private property owners (Freeholders) within the Conservancy District boundaries.
2. City of Bloomington Utilities (CBU) water company customers, if a copy of CBU water bill is provided at time of annual boat permit purchase.
3. Commercial, not for profit, and educational marina's wet and dry slip renters and members.

***Sailing regatta special event daily boat permit fee – 50% discount.

Fishing Tournaments	2021	2020	2019
Application Fee Per Tournament	\$75.00	\$75.00	\$50.00
Tournament Fee Per Boat (in addition to Daily Boat Permit)	\$0.00	\$0.00	\$0.00

Sub-Lease Fees	2021	2020	2019
Sublease Agreement Fee (Discount of \$40 if paid by March 1 st)	\$190.00	\$190.00	\$190.00
Commercial Sublease Agreement Fee	\$500.00	\$500.00	\$500.00

Commercial Marina Fees		2021	2020	2019
Annual Fee		\$1000.00	\$1000.00	\$1000.00
Occupied Wet Boat Slips		\$75.00/slip	\$75.00/slip	\$75.00/slip
Occupied PWC Slips		\$37.50/slip	\$37.50/slip	\$37.50/slip
	Not for Profit / Educational Yacht and Sailing Club Fees			
Annual Fee		\$500.00	\$500.00	\$500.00
Occupied Wet Boat Slips		\$37.50/slip	\$37.50/slip	\$37.50/slip

Riddle Point Park Fees	2021	2020	2019
Special Use Fee	\$300.00/day/event	\$300.00/day/event	\$250.00/day/event
Shelter Fee (+\$100.00 refundable damage deposit)	\$125.00 per day	\$125.00 per day	\$125.00 per day

Riddle Point Park Entrance Fees	2021 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	2020 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	2019 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)
Daily Admission Fee	\$9.00/motorized vehicle	\$8.00/motorized vehicle	\$7.00/motorized vehicle
Seasonal Pass Admission Fee	\$65.00/motorized vehicle	\$60.00/motorized vehicle	\$60.00/motorized vehicle

Administrative Fees	2021	2020	2019
Public Record Copy Charge	\$0.10 per page	\$0.10 per page	\$0.10 per page

Barge Fees	2021	2020	2019
Dredging	\$1,500/Large Barge Load \$1,000/Small Barge Load \$2500/Large Barge Load utilizing combination of barges	\$1,500/Large Barge Load \$1,000/Small Barge Load \$2500/Large Barge Load utilizing combination of barges	\$1,500/Large Barge Load \$1,000/Small Barge Load \$2500/Large Barge Load utilizing combination of barges
Shoreline Erosion Control (Rip-Rap)	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Pam Dugan, Chairman
Action Requested	Acceptance of conflict of interest form and approval of agreements
Item/Subject	Schell Marina- Conflict of interest form and Agreements
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	Submission of Conflict of Interest forms from Lora Schell and approval of 2021 Schell Marina, LLC- Marina/Club agreement and Service agreement for sale of boat permits.
Staff Recommendation	Acceptance of COI and Approval of Agreements

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 2021, the Marina/Club shall pay fees to LLCD, as follows:
 - a. One Thousand Dollars (\$1,000.00) Commercial Marina Fee; and
 - b. Seventy-five Dollars (\$75.00) per slip for occupied wet boat slips rented to the general public; and

- c. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied PWC slips rented to the general public.
 - d. The fees shall be calculated and paid on a calendar year basis, as follows:
 - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15th day of March, 2021.
 - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
 - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15th of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 17th day of December, 2020.

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

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

SERVICE AGREEMENT
FOR SALE OF BOAT PERMITS

THIS AGREEMENT is entered into this 17th day of December, 2020, by and between the Lake Lemon Conservancy District (“LLCD”) and Schell Marina, LLC (“Marina”). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Services. The LLCD offers the sale of annual and daily boat permits for users of Lake Lemon (hereinafter “Permits”). The LLCD hereby retains Marina and Marina agrees to sell annual and daily boat passes in accordance with the terms of this Agreement.

2. Term. The Term shall be from January 1st, 2021 to December 31, 2021.

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

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

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

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

damages that may occur because of Marina's performance under this Agreement, whether for personal injuries or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute Marina as the agent or representative of the LLC.

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

8. Tax Liability. Marina shall exonerate, indemnify, and hold harmless the LLC from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Marina's services under this Agreement. The LLC shall issue an IRS Form 1099 to Marina for sums paid by this Agreement.

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

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

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

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

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

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

Lake Lemon Conservancy District:

Marina:

By: _____

Its: Manager

296095/11820-35

Schell Marina, LLC

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval of 2021 Agreements
Item/Subject	Approval of 2021 Agreements
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	Annual Agreements updated for 2021
Staff Recommendation	Approval of Annual Agreements

2021 SURPLUS PARCEL SUBLEASE AGREEMENT

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

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

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

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

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

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

1. DEFINITIONS.

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31st day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2021. The final due date for sublease fee payment shall be May 31, 2021 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) SUBLESSEE'S may share a dock and each must execute a Sublease Agreement, although only one Sublease Agreement fee shall be due per dock. Tenant(s) of Sublessee rental property(ies) utilizing a dock on a sublease site must execute a Sublease Agreement; be bound to all the terms and conditions thereto; be identified on the Application for Sublease; and obtain a non-resident annual 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 _____, 2021.

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 _____

2021 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 2021, the Port Hole shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2021.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Port Hole's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of 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 _____, 2021.

PORT HOLE INN, INC:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Sands & Sands Properties, 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 _____

2021 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 2021, Pop's Dock shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2021.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Pop's Dock may install one (1) dock accommodating a dock and lift work boat.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. Pop's Dock shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by Pop's Dock with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If Pop's Dock sells the real estate on which Pop's Dock is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by Pop's Dock. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Pop's Dock shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Pop's Dock fails to do so, LLCD may take such steps necessary to remove Pop's Dock's property and Pop's Dock shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from Pop's Dock. If Pop's Dock fails to pay the annual fee, or any debt owed to LLCD by Pop's Dock, a lien shall be recorded against the real estate owned by Pop's Dock until said debt is satisfied in full.
8. Pop's Dock, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

LAND USE AGREEMENT

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on December 17th, 2020 (the "Effective Date") by and between KENNETH D. CLARK and EDITH A CLARK ("CLARK"), and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD").

Article 1. LAND

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

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

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

Article 2. TERM

Section 2.01. **Commencement and Expiration Dates** This Agreement shall commence on the Effective Date and end on December 31st, 2021, unless extended as provided in Section 2.02.

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

Article 3. PAYMENT, TAXES AND INSURANCE

Section 3.01. **Payment** LLCD shall pay CLARK the sum of one thousand dollars (\$1,000.00) per calendar year for use of the Demised Land. Payment for calendar year 2021 shall be made prior to January 31st, 2021. Thereafter, payment for calendar year 2022 shall be made on or before January 31, 2022; payment for calendar year 2023 shall be made on or before January 31, 2023. In the event that the Term of this agreement is extended beyond calendar year 2023 pursuant to Section 2.02 above, payment shall be made on or before the 31st day of January for each renewal year, as well.

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

Section 3.03. **Insurance**

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

Article 4. USE OF PREMISES

Section 4.01 **Use** LLCD shall have the right to use the Demised Land for any lawful purpose but it is understood and agreed that the primary purpose for use of the land is for the deposit of sediment removed from Lake Lemon in conjunction with the Lake Lemon Sediment Removal project on an "as needed" basis by the LLCD. The LLCD shall be responsible for the costs of site preparation, including creating necessary access to the site, and for the costs of transporting and placing such sediment deposit onto the Demised Premises. CLARK shall own and have title to the sediment deposits for purposes he deems appropriate in his sole discretion and LLCD shall have no claims thereto. CLARK agrees to implement and maintain required erosion control measures with regard to the sediment at all times.

Article 5. DEFAULT AND REMEDIES

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

Article 6. SURRENDER OF POSSESSION

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

Article 7. MECHANICS' LIENS

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

Article 8. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

So Agreed as of the Effective Date written above.

KENNETH D. CLARK

EDITH A. CLARK

LAKE LEMON CONSERVANCY
DISTRICT

By:_____

Printed Name: _____

Its Chairman, Board of Directors

396407 / 11820-32

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, 2021 to December 31, 2021.
2. BGCB shall provide staff supervision in accordance with the current American Camping Association counselor to camper ratio.
3. BGCB will be allowed to offer swimming at Riddle Point Beach at such times and locations as designated by the Manager of LLCD.
4. In the event that BGCB offers swimming, it shall be required to provide, at its own expense, supervision for such swimming activity with one American Red Cross certified lifeguard for every twenty-five (25) swimmers. Supervision is required for Boys and Girls Club participants only.
5. BGCB will be permitted to install a boat dock on Lake Lemon for the purpose of fishing and mooring watercraft owned by the BGCB; however, such boat dock must be constructed and maintained in accordance with the LLCD policy governing lake access structures.

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

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

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

THE PARTIES, intending to be bound, have executed the CONTRACT FOR USE OF RIDDLE POINT PROPERTY, this 17th day of December, 2020.

**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.

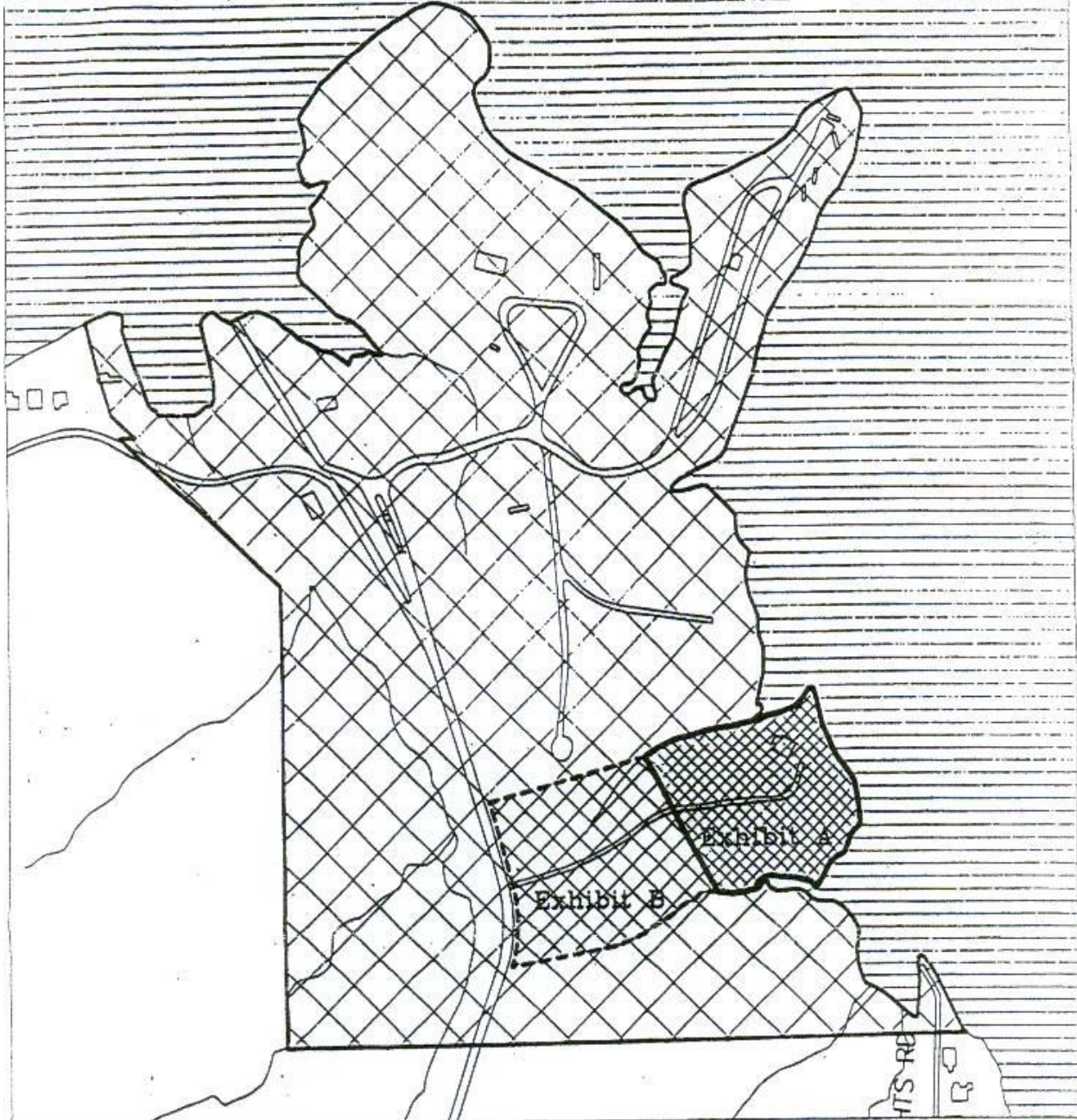
Parent or Guardian Signature

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 2021, the Marina/Club shall pay fees to LLCD, as follows:
 - a. Five Hundred Dollars (\$500.00) Not for Profit Marina Fee; and
 - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied/rented wet boat slips.
 - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Not for Profit Marina Fee shall be paid to the LLCD, in full, by the 15th day of March, 2021.
 - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
 - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15th of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
 4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
 5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
 6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same

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

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 17th day of December, 2020.

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, 2021 and shall be for a one year term. It may be renewed on an annual basis by written agreement of the parties.
2. All operation and maintenance costs associated with RPRA's use of Lake Lemon or Riddle Point Park under this Agreement shall be the sole responsibility of RPRA.
3. RPRA will be permitted to utilize a boat dock jointly with Boys and Girls Club of Bloomington on Lake Lemon for use by RPRA in accordance with this Agreement and the rules and regulations of the LLCD, as the same may be amended from time to time.
4. At all times during the term of this Agreement, RPRA shall maintain and include the LLCD and CBU as "additional insureds" on a liability insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting arising under or from this Agreement which shall include damages, expenses and attorney fees. The minimum coverage amounts for the commercial general liability insurance maintained by RPRA shall be One Million Dollars (\$1,000,000.00) for each occurrence, \$300,000 for property damage and \$5,000,000 general aggregate coverage. RPRA shall provide a Certificate of Liability Insurance to LLCD.
5. RPRA shall be required to purchase annual boat passes in accordance with the regulations of LLCD and may do so at the resident rate so long as this Agreement is in full force and effect and there is no event of default.
6. RPRA shall comply with all rules and regulations of the LLCD and Riddle Point Park. It shall further comply with all federal, state, county and local ordinances, laws, rules and regulations pertaining to activities contemplated by the Memorandum of Understanding and this Agreement.
7. RPRA acknowledges that use of Lake Lemon and Riddle Point Park will not be exclusive to RPRA. Any dispute or disagreement of any kind regarding use or access to Lake Lemon or Riddle Point Park shall be resolved by LLCD and RPRA shall be bound to the decision of LLCD with respect thereto.
8. RPRA shall be responsible for all damages of any kind arising from RPRA's use of Lake Lemon and Riddle Point Park or other facilities arising from this Agreement, including but not limited to property damage, clean up costs, and expenses incurred in enforcement of this provision, including LLCD's reasonable attorney fees and other costs incurred by LLCD.
9. In the event that RPRA fails, at any time, to comply with any provision of this Agreement, LLCD may terminate this Agreement upon the giving of notice to RPRA or set forth additional restrictions, as it deems proper in its sole discretion.

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

THE PARTIES, intending to be bound, have executed this RIDDLE POINT PARK USE AGREEMENT this 17th day of December, 2020.

**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 Water Ski Club** (hereinafter "SKI CLUB").

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, SKI CLUB desires to secure a special use permit for access to the lake for a slalom skiing practice course;

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 SKI CLUB to install and utilize a slalom ski course on Lake Lemon. This Agreement commences on March 1, 2021 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, SKI CLUB will install fixtures in Lake Lemon to create a slalom ski course on Lake Lemon. If the use of such fixtures is to be discontinued by SKI CLUB or the special use permit revoked, canceled or terminated for any reason, SKI CLUB 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 SKI CLUB. SKI CLUB shall use a sinkable type course and will sink the course on Friday-Sunday between the months of May and September.
3. SKI CLUB 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 Ski Club 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. SKI CLUB 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.
5. 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 SKI CLUB

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.

6. 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.
7. This Agreement contains the entire agreement between the parties and shall be amended or modified only by written instrument signed by both parties hereto.
8. The provisions of paragraphs 3 and 4 shall survive termination of this Agreement

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 17th day of December 2020.

INDIANA UNIVERSITY SKI CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Pam Dugan
Chairman

Address: _____

CITY OF BLOOMINGTON UTILITIES

By: _____

Vic Kelson
Deputy Director

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, 2021 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 Annual Dale England Cup Regatta on April 18, 2020. 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 17th day of December 2020.

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 17th day of December, 2020, by and between the Lake Lemon Conservancy District (“LLCD”) Watkins Accounting, located at 117 E. 19th Street, Suite 1, Bloomington, Indiana 47408 (“Watkins”).

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2021 to December 31, 2021, 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 Yvonne Freeman.

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 _____

Yvonne Freeman

356682/11820-72

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 17th day of December, 2020, by and between the Lake Lemon Conservancy District ("LLCD") and CARMINPARKER, PC, located at 116 West 6th Street, Suite 200, Bloomington, Indiana 47404 ("CARMINPARKER").

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

1. Description of Services. CARMINPARKER, including 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 6th, Suite 200, Bloomington, Indiana 47404. Such services shall be provided as requested by LLCD and agreed upon by CARMINPARKER throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2021 to December 31, 2021, 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 17th day of December, 2020, 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, 2021 to December 31, 2021, 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 \$50,000.00 in 2021 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

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Review
Item/Subject	Park Master Plan: Executive Summary
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	An executive summary of the Park Master Plan.
Staff Recommendation	N/A

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Review
Item/Subject	Sealed Bids: Sediment Management Project
Dollar Amount	N/A
Meeting Date	December 17th, 2020
Summary	Open and view the sealed bids submitted from contractors for the Sediment Management Project.
Staff Recommendation	N/A