

**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting

Zoom Digital Format

December 16, 2021

6:00p.m.

**The December 16th, 2021 Board of Directors Meeting of the Lake Lemon Conservancy District was Held via zoom and was called to order by Chairman Pam Dugan at 6:00 p.m.**

**BOARD MEMBERS PRESENT: Chairman-Pam Dugan, Vice-Chairman Mary Jane Brown, Treasurer-Debra Ladyman. Michael Klitzing, Les Wadzinski, Steve Priddy and Mike Blackwell. ALSO PRESENT: Adam Casey, District Manager**

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Public Comment (Brown)
  - a. Comments were received from Brian Postlethweight and Steve Langbeen.
- III. Approval of Board Meeting Minutes (Dugan)
  - a. Approval of the September 23<sup>rd</sup> Board Meeting Minutes.
    - Correction to location, Riddle Point Park Corrected to Zoom

**KLITZING MOTIONED TO APPROVE THE SEPTEMBER 23, 2021 BOARD MEETING MINUTES. PRIDDY SECONDED THE MOTION. BROWN ABSTAINED, BLACKWELL ABSTAINED, ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- b. Approval of the October 28<sup>th</sup> Board Meeting Minutes.
  - Correction, Treasurer Report as of September 30<sup>th</sup>.

**BROWN MOTIONED TO APPROVE THE OCTOBER 28, 2021 BOARD MEETING MINUTES. PRIDDY SECONDED THE MOTION. KLITZING ABSTAINED, LADYMAN ABSTAINED, ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- IV. Treasurer's Report (Ladyman)
  - a. Financial report as of October 31, 2021
    - i. Current Assets totaled \$1,513,673.94, this includes the construction account balance \$988,000 and Cumulative Maintenance fund CD's totaling \$96,752.71
    - ii. Fixed Assets (Cost basis and not depreciated) totaled \$1,068,094.15
    - iii. Total Assets \$2,581,768.09
    - iv. Liabilities total \$1,180,119.73
    - v. Total Equity \$1,401,648.36
    - vi. October income \$52,590.32, YTD income \$608,702.21

- vii. October Expense \$35,787.05 YTD Expense \$604,559.84
- viii. October Net Income \$16,803.27, YTD \$4,142.37

Financial report as of November 30, 2021

- ix. Current Assets totaled \$1,449,800.00, this includes the construction account balance \$947,950.00 and Cumulative Maintenance fund CD's totaling \$96,752.71
- x. Fixed Assets (Cost basis and not depreciated) totaled \$1,068,094.15
- xi. Total Assets \$2,517,895.14
- xii. Liabilities total \$1,178,285.88
- xiii. Total Equity \$1,339,609.00
- xiv. November income \$7,068.23, YTD income \$615,770.44
- xv. November Expense \$69,107.33 YTD Expense \$673,667.17
- xvi. November Net Income \$-62,039.10, YTD \$-57,896.73

- b. Ladyman requested approval of the Report of Claims for October 2021.

**KLITZING MOTIONED TO APPROVE THE REPORT OF CLAIMS: ALLOWANCE OF VOUCHERS FOR OCTOBER 2021 AND NOVEMBER 2021. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- c. CD Renewal/ Close out
  - i. CD# ending 4067- Maturing December 30<sup>th</sup>, 2021
  - ii. Cd# ending 2722- Maturing January 10<sup>th</sup>, 2022

**KLITZING MOTIONED TO CLOSE OUT CD #'S ENDING IN 4067 & 2722 AND DEPOSIT FUNDS IN THE SAVINGS ACCOUNT. PRIDDY SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- d. Resolution 10-21-08: 2022 Fees and Charges
  - i. Ladyman discussed the 2022 fees and charges, highlighting our park improvements, inflation and setting trends moving forward. Ladyman highlighted fees that did not have a 2022 suggested fee for discussion.
  - ii. The board discussed fees that did not have a suggested 2022 fee in the document. It was decided to raise these fees by 20% (excluding private dredging per barge cost).

**KLITZING MOTIONED TO APPROVE RESOLUTION 10-21-08 AS AMENDED; INCLUDING SUBELASE FEES INCREASING TO \$230.00, RETAINING EARLY PAYMENT DISCOUNT; COMMERCIAL MARINA, NON-PROFIT, SLIP FEES, SPECIAL EVENT AND SHELTER RENTAL FEES INCREASING BY 20%. BROWN SECONDED THE MOTION. BLACKWELL NO; ALL OTHERS "AYES". THE MOTION CARRIED.**

- e. Form 144- 2022 Statement of Salaries and wages
  - i. Ladyman and Casey reviewed the salaries and hourly wages as stated on Form 144. New hourly positions include an Administrative Assistant

**KLITZING MOTIONED TO APPROVE FORM 144- STATEMENT OF SALARIES AND WAGES AS PRESENTED. PRIDDY SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- f. Resolution 12-21-10: Encumbered funds 2021-2022, United Earthwork Contract
  - i. Ladyman discussed Resolution 12-21-10. Allowing us to encumber remaining 2021 funds for the United Earthworks contract to paid in 2022.

**DUGAN MOTIONED TO APPROVE RESOLUTION 12-21-10: ENCUMBERED FUNDS 2021-2022 AS WRITTEN. KLITZING SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- g. Audit Completion Update
  - i. Ladyman discussed the completed audit for fiscal years 2020 and 2021.
    - 1. Comments from Audit include better documenting internal control and processing procedures, completing form 144 statement of salaries and wages for documentation of hourly employee wages, and uploading monthly bank account statements.

**V. Approval of 2021 Agreements (Dugan)**

- a. 2022 Surplus Parcel Agreement: Freeholders
- b. 2022 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
- c. 2022 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
- d. 2022 Land Use Agreement – Kenneth Clark
- e. 2022 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
- f. 2022 Marina/Club Agreement: BYC
- g. 2022 Riddle Point Park Use Agreement: Riddle Point Rowing Association
- h. 2022 IU Rowing Team Agreement
- i. 2022 Watkins Accounting – Accounting Services Agreement
- j. 2022 Carmin Parker PC – Legal Services Agreement
- k. 2022 First Insurance Group – Insurance Agreement

**DUGAN MOTIONED TO APPROVE AGREEMENTS A-C; AMENDED TO REFLECT APPROVED 2022 FEES AND CHARGES. PRIDDY SECONDED THE MOTION. BLACKWELL NO; ALL OTHERS "AYES". THE MOTION CARRIED.**

**DUGAN MOTIONED TO APROVE AGREEMENTS D-K AS PRESENTED. PRIDDY SECONDED THE MOTION. ; ALL "AYES". THE MOTION CARRIED.**

VI. Manager's Report (Casey)

- a. 2022 Board Election Update
  - i. Casey stated the 2022 Board election is uncontested. Debra Ladyman will serve another term as District II Director; Malcolm McClure will come on the board for his first term as the District 6 Director.
- b. Sediment Management Project
  - i. Casey provided an update and shared photos of the south shore disposal site excavation. It is expected to near substantial completion around the end of the year. There will be a final survey to determine the actual yardage removed.
- c. LLCD Staffing presentation/discussion
  - i. Casey presented a power point highlighting the roles and responsibilities of LLCD Staff. Primarily focusing on the need for creation and hiring of an administrative assistant.
  - ii. Casey requested the approval of the administrative job description and for advertising and hiring in January.

**KLITZING MOTIONED TO APPROVE THE ADMINISTRATIVE ASSISTANT JOB DESCRIPTION AS WRITTEN AND TO AUTHORIZE ADVERTISING AND HIRING. PRIDY SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

VII. New Business/Correspondence

- a. Casey provided a drawdown update and stated that the sluice gate will be closed the week of December 20th, 2020.
- b. Next Board Meeting: January 27<sup>th</sup>, 2022; 6:00pm. Location to be determined.

VIII. Adjournment

**KLITZING MOTIONED TO ADJOURN THE DECEMBER 16<sup>TH</sup>, 2021 BOARD OF DIRECTORS MEETING AT 7:50 P.M. BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.**

**RESPECTFULLY SUBMITTED BY:  
Adam Casey, District Manager**



# **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
Zoom w/ You Tube Live Stream

December 16, 2021  
6:00 p.m.

## **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Public Comment (PD)
- III. Approval Board Meeting Minutes (PD)
  - A. September 23, 2021 meeting Minutes
  - B. October 28, 2021 Meeting Minutes
- IV. Treasurer's Report (DL)
  - A. October & November 2021 Financial Highlights
  - B. October & November 2021 Report of Claims Approval
  - C. CD Renewal/Close out
    - 1. CD# ending 4067- Maturing December 30, 2021
    - 2. CD# ending 2722- Maturing January 10, 2022
  - D. Resolution 10-21-08: 2022 Fees and Charges
    - 1. Sublease fee increase discussion
  - E. Form 144- 2022 Statement of Salary and Wages- 2022
  - F. Resolution 12-21-10: Encumbered Funds 2021-2022, United Earthwork Contract
  - G. Audit Completion Update
- V. Approval of 2021 Agreements (PD)
  - A. 2022 Surplus Parcel Agreement: Freeholders
  - B. 2022 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
  - C. 2022 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
  - D. 2022 Land Use Agreement – Kenneth Clark
  - E. 2022 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
  - F. 2022 Marina/Club Agreement: BYC
  - G. 2022 Riddle Point Park Use Agreement: Riddle Point Rowing Association
  - H. 2022 IU Rowing Team Agreement
  - I. 2022 Watkins Accounting – Accounting Services Agreement
  - J. 2022 Carmin Parker PC – Legal Services Agreement
  - K. 2022 First Insurance Group – Insurance Agreement
- VI. Manager's Report (AC)
  - A. 2022 Board Election Update
  - B. Sediment Management Project Update
  - C. LLCDC Staffing presentation/ Discussion
  - D. Administrative Assistant Job Description
- VII. New Business / Correspondence for Future Agenda (PD)
  - A. Next Board Meeting: January 27, 2022; 6:00pm Location TBD
- VIII. Adjournment (PD)

**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting

Zoom Digital Format

September 23<sup>rd</sup>, 2021

6:00p.m.

**The September 23<sup>rd</sup>, 2021 Board of Directors Meeting of the Lake Lemon Conservancy District was Held via Zoom was called to order by Chairman Pam Dugan at 6:00 p.m.**

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

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Public Comment
  - a. Comments were received from Barb Lewis, Rebecca Ball and Aaron M. To view the comments and listen to any response from the Board, please see the YouTube Video on the Lake Lemon Conservancy District channel.
- III. Approval of the August 21<sup>st</sup>, 2021 Board Meeting Minutes.
  - a. Dugan stated that we could not approve the August 21<sup>st</sup>, 2021 Board Meeting Minutes as she and Klitzing would have to abstain. The approval was tabled for the October Board Meeting.
- IV. Treasurer's Report (Ladyman)
  - a. Financial report as of August 31, 2021
    - i. Current Assets totaled \$1,530,624.88, this includes the construction account balance \$988,000 and Cumulative Maintenance fund CD's totaling \$96,742.25
    - ii. Fixed Assets (Cost basis and not depreciated) totaled \$1,068,094.15
    - iii. Total Assets \$2,572,295.83
    - iv. Liabilities total \$1,180,711.43
    - v. Total Equity \$1,391,584.40
    - vi. August income \$39,033.73, YTD income \$523,655.69
    - vii. August Expense \$63,727.39 YTD Expense \$529,577.28
    - viii. August Net income (deficit) (\$24,693.66) YTD (\$5,921.59))
  - b. Ladyman requested approval of the Report of Claims for August 2021.

**PRIDDY MOTIONED TO APPROVE THE REPORT OF CLAIMS: ALLOWANCE OF VOUCHERS FOR AUGUST 2021. KLITZING SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- a. Ladyman led the Public Hearing for the 2022 Proposed Budget.
- b. A comment was taken from Aaron M.
  - i. To view the comment and response from the Board please refer to the meeting video on the Lake Lemon Conservancy District YouTube Channel.

V. Resolution 09-21-06: Hybrid Meetings

- a. Casey opened a discussion and requested a motion regarding Resolution 09-21-06: Hybrid Meetings, which would allow the LLCB Board Members to attend in person meetings virtually and vote on board matters.

**KLITZING MOTIONED TO APPROVE RESOLUTION 09-21-06: HYBRID MEETINGS AS PRESENTED. PRIDDY SECONDED THE MOTION. "ALL AYES". THE MOTION CARRIED.**

VI. Property Annexation Request/Discussion

- a. Casey opened a discussion regarding the annexation of 6771 Spillway Rd., Unionville, IN and invited Amy Patterson into the meeting to formally request the board's consideration for annexing their recently purchased property.
- b. Casey noted that annexing properties into the district can spread the tax load making it cheaper per property.
- c. Dugan stated it is of her opinion that the board should gather facts about this process and all of the implications of annexing a property into the district.
- d. Klitzing and Ladyman expressed concerns about dock placement and allowing a dock space to be subleased in that area.

VII. Manager's Report (Casey)

- a. Casey discussed a number of items in a General Update for continued action items.
  - i. Linda Ellis is in favor of placing a Slow No Wake sign on the edge of her property.
  - ii. Casey has looked into taking a DNR Boater Safety course for staff over the winter.
- b. Casey gave an update on the barge operations
  - i. The LLCB dredging has been completed and many private jobs have been completed and will continue to be done for the remainder of the year.
- c. Casey gave an update on Vegetation Control.
  - i. All sprays have been completed.
- d. Casey gave an update on the Sediment Management Project.
  - i. Earthwork has begun at the new South Shore disposal site.
- e. Casey gave an update on the Audit.

- i. The office and accountant are currently supplying the Auditors with the files that have been requested and the audit will be completed by December 1<sup>st</sup>.
  - ii. No issues are projected.
- f. Casey opened a discussion for a drawdown of the lake 2-3ft beginning after Thanksgiving.
  - i. Casey requested approval for a 3-foot one time drawdown to begin the week after Thanksgiving.

**KLITZING MOTIONED TO APPROVE A DRAWDOWN UP TO 3 FEET BEGINNING THE WEEK AFTER THANKSGIVING. LADYMAN SECONDED THE MOTION. "ALL AYES". THE MOTION CARRIED.**

- g. Casey gave a presentation on annual and biannual channel maintenance.
  - i. Ladyman expressed concern about the cost of maintaining these areas.
  - ii. This matter was tabled for discussion and resolution at a future meeting.

**VIII. New Business/Correspondence**

- a. Priddy requested an article in the newsletter explaining the shortfall in cost for the Hydraulic Dredging and to request donations in order to maximize the potential sediment removal in this project.
- b. Dugan stated the next board meeting will be held on October 28<sup>th</sup>, 2021 at 6:00am location to be determined.

**IX. Adjournment**

**KLITZING MOTIONED TO ADJOURN THE SEPTEMBER 23<sup>RD</sup>, 2021 BOARD OF DIRECTORS MEETING AT 7:47 P.M. PRIDDY 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

October 28<sup>th</sup>, 2021

6:00p.m.

**The October 28<sup>th</sup>, 2021 Board of Directors Meeting of the Lake Lemon Conservancy District was Held via zoom and was called to order by Chairman Pam Dugan at 6:00 p.m.**

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

I. Call Meeting to Order / Chairman's Remarks (Dugan)

II. Public Comment

a. Comments were received from Rebecca Ball.

III. Approval of the August 21<sup>st</sup>, 2021 and September 23<sup>rd</sup>, 2021 Board Meeting Minutes.

a. Dugan stated that we could not approve the September 23<sup>rd</sup>, 2021 Board Meeting Minutes due to a lack of quorum of voting members present at the September meeting. The approval was tabled for the December Board Meeting.

**PRIDDY MOTIONED TO APPROVE THE AUGUST 21, 2021 BOARD MEETING MINUTES. BROWN SECONDED THE MOTION. DUGAN ABSTAINED, ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

IV. Treasurer's Report (Casey)

a. Financial report as of September 30, 2021

- i. Current Assets totaled \$1,496,853.06, this includes the construction account balance \$988,000 and Cumulative Maintenance fund CD's totaling \$96,747.45
- ii. Fixed Assets (Cost basis and not depreciated) totaled \$1,068,094.15
- iii. Total Assets \$2,564,947.21
- iv. Liabilities total \$1,180,926.11
- v. Total Equity \$1,384,021.10
- vi. September income \$32,456.20, YTD income \$556,111.89
- vii. September Expense \$40,019.50 YTD Expense \$569,596.78
- viii. September Net income (deficit) (\$7,563.30) YTD (\$13,484.89)

b. Casey requested approval of the Report of Claims for September 2021.

**PRIDDY MOTIONED TO APPROVE THE REPORT OF CLAIMS: ALLOWANCE OF VOUCHERS FOR SEPTEMBER 2021. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- c. Casey requested approval for Resolution 10-21-07: Adoption of 2022 Annual Budget and Statement of Salaries and Wages.

**BLACKWELL MOTIONED TO APPROVE RESOLUTION 10-21-07: ADOPTION OF 2022 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.**

- d. Casey requested approval for Resolution 10-21-08: 2022 Fees and Charges.
  - i. Blackwell voiced concerns with raising Sublease prices to \$380.00.
  - ii. Wadzinski requested the board look into adding an additional fee for large wake producing boats.
  - iii. This resolution was tabled for the December meeting.

V. Fundraising Discussion (Brown)

- a. Brown gave a public thank you to Andrew Teed and Linda Ellis for their sizeable donations.
- b. Dugan stated there will be a follow up training luncheon in Indianapolis for the Board members to discuss and plan future fundraising goals and opportunities.

VI. Resolution 10-21-09: Board Meeting Dates

- a. Casey requested a motion to approve Resolution 10-21-09: Board Meeting Dates.
  - i. A discussion ensued regarding the location and dates of the summer meetings. Casey will contact the Boys and Girls Club regarding hosting summer meetings at Camp Rock facility .
  - ii. There will be one summer meeting held the Saturday following the third Wednesday at the Shelter House. The July and August meetings will be held on the fourth Thursday of those months at the City of Bloomington Utilities.

**BROWN MOTIONED TO APPROVE RESOLUTION 10-21-09: BOARD MEETING DATES AS PRESENTED. WADZINSKI SECONDED THE MOTION. "ALL AYES". THE MOTION CARRIED.**

VII. Manager's Report (Casey)

- a. Casey gave an update on the barge operations
  - i. There has been 10,541 cubic yards dug this year with around 3,200 cubic yards being private dredging. There have been many private rip-rap jobs done as well.
  - ii. The LLCD totaled \$65,900.00 in private dredging and rip-rap income.
- b. Casey gave an update on the Sediment Management Project.
  - i. Earthwork is continuing at the South Shore disposal site.
- c. Casey gave a reminder that the lake will be drawn down 3ft starting the Monday after Thanksgiving. The drawdown will take place over a couple weeks and will not be maintained after the 3ft is achieved.
- d. Casey gave a presentation on subleases around the lake.

- i. There is the potential for 182 subleases. 149 were paid for this year. Eight subleases are in District II belonging to parcels not located in that district.
  - ii. A map has been created with GPS coordinates mapping specifically where each freeholder's sublease is located.
  - iii. For further information please view the Sublease Report in the October Board Packet.
- e. Dugan tabled the discussion on Fisherman Conduct for a future meeting when Klitzing can be present and provide further information.

VIII. New Business/Correspondence

- a. Brown requested a motion to cancel the November 18<sup>th</sup>, 2021 Board Meeting.

**BLACKWELL MOTIONED TO CANCEL THE NOVEMBER 18<sup>TH</sup>, 2021 BOARD MEETING. WADZINSKI SECONDED. ALL "AYES". THE MOTION CARRIED.**

- b. Brown stated the next meeting will take place on December 16th, 2021: Board Meeting; 6:00 PM Location to be determined

IX. Adjournment

**BLACKWELL MOTIONED TO ADJOURN THE OCTOBER 28<sup>TH</sup>, 2021 BOARD OF DIRECTORS MEETING AT 7:29P.M. WADZINSKI SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.**

**RESPECTFULLY SUBMITTED BY:**

**Alex Snooks, Operations Supervisor**

Lake Lemon Conservancy

Financial Statements

For the Period Ending

January 1, 2021 thru October 31, 2021

**(UNAUDITED)**

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



## LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of October 31, 2021 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.

Yvonne Freeman  
November 7, 2021

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of October 31, 2021

Cash Basis

	Oct 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	-15,932.32
1000 · Peoples State Bank - General - Other	418,448.71
<b>Total 1000 · Peoples State Bank - General</b>	<b>402,516.39</b>
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	96,752.71
1050 · Savings Account	26,104.84
1080 · Construction Account	988,000.00
<b>Total Checking/Savings</b>	<b>1,513,673.94</b>
<b>Total Current Assets</b>	<b>1,513,673.94</b>
<b>Fixed Assets</b>	
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
<b>Total Fixed Assets</b>	<b>1,068,094.15</b>
<b>TOTAL ASSETS</b>	<b>2,581,768.09</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	3,763.42
2020 · State & Co. Withholding Payable	1,356.31
<b>Total Other Current Liabilities</b>	<b>5,119.73</b>
<b>Total Current Liabilities</b>	<b>5,119.73</b>
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,175,000.00
<b>Total Long Term Liabilities</b>	<b>1,175,000.00</b>
<b>Total Liabilities</b>	<b>1,180,119.73</b>
<b>Equity</b>	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	101,942.92
3200 · Retained Earnings	690,974.64
Net Income	4,142.37
<b>Total Equity</b>	<b>1,401,648.36</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,581,768.09</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss

October 2021

Cash Basis

	Oct 21
Income	
4000 · Watercraft Permits	1,853.00
4010 · Launch Fees	730.00
4060 · Interest	58.52
4070 · Grants & Donations	30,198.80
4090 · Park Reservations	250.00
4130 · Dredging/Rip-Rap Income	19,500.00
Total Income	52,590.32
Expense	
6000 · Manager	5,461.54
6001 · Operations Supervisor	2,861.54
6010 · FICA	1,083.21
6025 · Merchant Fees	222.33
6030 · Retirement	1,181.88
6070 · Gate Attendant	1,424.75
6112 · Dredger (Other)	792.00
6114 · Assistant Dredger (Other)	1,045.25
6115 · Dredger (Private)	1,650.00
6116 · Assistant Dredger (Private)	925.00
6160 · Printer, Copier & Computer Supp	449.99
6170 · Miscellaneous-Other	65.00
6180 · Postage	142.35
6190 · General Business Supplies	50.51
6240 · Building & Grounds	51.90
6251 · Dredging Supplies	128.61
6270 · Boat Equipment	-157.98
6300 · Accounting Services	450.00
6310 · Grass	1,810.00
6320 · Attorney	2,562.48
6370 · Phone, LDT, Pager, E-Mail	305.76
6410 · Subscriptions	149.98
6460 · Electric	307.00
6470 · Water	196.79
6480 · Trash	246.00
6490 · Port-O-Lets	170.00
6510 · Building & Grounds Expense	225.00
6530 · Truck	74.35
6541 · Dredging Equipment Maintenance	3,549.27
6560 · Water Testing	665.00
6570 · Lake Weed Treatment	7,441.20
6661 · Disposal Site Preparation	236.97
6680 · Other Services and Charges	19.37
Total Expense	35,787.05
Net Income	16,803.27

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

October 2021

	Oct 21	Jan - Oct 21
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	7,062.94
2394 · Monroe Co - Cumulative Conserv	0.00	21,528.74
4000 · Watercraft Permits	1,853.00	124,725.00
4010 · Launch Fees	730.00	23,907.00
4020 · Marina & Club Fees	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	25,050.00
4040 · Property Tax - Brown Co.	0.00	50,298.67
4050 · Property Tax - Monroe Co.	0.00	153,316.91
4060 · Interest	58.52	460.65
4070 · Grants & Donations	30,198.80	37,388.80
4080 · Fishing Tournament	0.00	1,075.00
4090 · Park Reservations	250.00	1,125.00
4100 · Park Admission Fees	0.00	67,126.00
4130 · Dredging/Rip-Rap Income	19,500.00	85,400.00
<b>Total Income</b>	<b>52,590.32</b>	<b>608,702.21</b>
<b>Expense</b>		
2001 · Park Capital Improvement Fund	0.00	35,524.00
2002 · Park Recreation Improvement	0.00	9,000.00
6000 · Manager	5,461.54	57,346.17
6001 · Operations Supervisor	2,861.54	30,046.17
6002 · Equipment Operations Supervisor	0.00	20,600.06
6010 · FICA	1,083.21	11,757.11
6020 · State Unemployment Tax	0.00	266.42
6025 · Merchant Fees	222.33	2,839.62
6030 · Retirement	1,181.88	15,335.00
6040 · Health Insurance	0.00	5,598.96
6070 · Gate Attendant	1,424.75	20,729.41
6111 · Dredger	0.00	7,969.50
6112 · Dredger (Other)	792.00	792.00
6113 · Assistant Dredger	0.00	6,308.50
6114 · Assistant Dredger (Other)	1,045.25	5,401.75
6115 · Dredger (Private)	1,650.00	5,247.00
6116 · Assistant Dredger (Private)	925.00	6,447.25
6120 · Season & Launch Permits	0.00	1,810.58
6130 · Daily Permits	0.00	156.00
6150 · Checks	0.00	210.98
6160 · Printer, Copier & Computer Supp	449.99	915.93
6170 · Miscellaneous-Other	65.00	370.10
6180 · Postage	142.35	440.24
6190 · General Business Supplies	50.51	669.30
6200 · Regular Gas	0.00	5,620.97
6210 · Diesel	0.00	11,780.28
6230 · Medical Supplies	0.00	321.68
6240 · Building & Grounds	51.90	4,960.85
6251 · Dredging Supplies	128.61	13,836.79
6252 · Rip Rap/Erosion Control	0.00	13,621.30
6260 · Uniforms	0.00	590.50
6270 · Boat Equipment	-157.98	0.00
6290 · Signs & Nautical Markers	0.00	4,702.40
6300 · Accounting Services	450.00	4,500.00
6310 · Grass	1,810.00	9,050.00
6320 · Attorney	2,562.48	10,747.52
6330 · Consulting Engineer	0.00	66,594.76
6350 · Other Prof/Secretarial Service	0.00	11,307.26
6370 · Phone, LDT, Pager, E-Mail	305.76	3,045.47
6400 · Meals	0.00	64.74
6410 · Subscriptions	149.98	1,976.52
6430 · Ads	0.00	208.70
6440 · Other	0.00	141.40
6450 · Insurance	0.00	44,751.58
6460 · Electric	307.00	3,774.65
6470 · Water	196.79	1,090.41
6480 · Trash	246.00	1,831.50

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

October 2021

Cash Basis

	Oct 21	Jan - Oct 21
6490 · Port-O-Lets	170.00	2,250.00
6500 · Pump Holding Tank	0.00	400.00
6510 · Building & Grounds Expense	225.00	10,270.22
6520 · Boat	0.00	30.00
6530 · Truck	74.35	974.07
6541 · Dredging Equipment Maintenance	3,549.27	14,682.62
6542 · Equipment Rental	0.00	1,286.31
6560 · Water Testing	665.00	7,665.00
6570 · Lake Weed Treatment	7,441.20	39,523.57
6600 · 6% Marina Permit Sales	0.00	1,814.46
6620 · Dam/Spillway Inspection	0.00	11,230.00
6661 · Disposal Site Preparation	236.97	16,441.72
6680 · Other Services and Charges	19.37	1,759.37
6681 · Fireworks	0.00	8,000.00
6730 · Patrol Boat	0.00	12,500.00
6790 · Bond Repayment - Sediment Mgmt	0.00	15,431.17
<b>Total Expense</b>	<b>35,787.05</b>	<b>604,559.84</b>
<b>Net Income</b>	<b>16,803.27</b>	<b>4,142.37</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

October 2021

Cash Basis

	Oct 21	Oct 20	\$ Change	% Change
<b>Income</b>				
4000 · Watercraft Permits	1,853.00	1,624.00	229.00	14.1%
4010 · Launch Fees	730.00	680.00	50.00	7.4%
4060 · Interest	58.52	268.90	-210.38	-78.2%
4070 · Grants & Donations	30,198.80	0.00	30,198.80	100.0%
4090 · Park Reservations	250.00	0.00	250.00	100.0%
4100 · Park Admission Fees	0.00	24.00	-24.00	-100.0%
4130 · Dredging/Rip-Rap Income	19,500.00	0.00	19,500.00	100.0%
<b>Total Income</b>	<b>52,590.32</b>	<b>2,596.90</b>	<b>49,993.42</b>	<b>1,925.1%</b>
<b>Expense</b>				
6000 · Manager	5,461.54	5,230.76	230.78	4.4%
6001 · Operations Supervisor	2,861.54	2,773.08	88.46	3.2%
6002 · Equipment Operations Supervisor	0.00	3,177.90	-3,177.90	-100.0%
6010 · FICA	1,083.21	1,101.64	-18.43	-1.7%
6020 · State Unemployment Tax	0.00	92.84	-92.84	-100.0%
6025 · Merchant Fees	222.33	166.32	56.01	33.7%
6030 · Retirement	1,181.88	1,570.49	-388.61	-24.7%
6070 · Gate Attendant	1,424.75	1,031.00	393.75	38.2%
6112 · Dredger (Other)	792.00	0.00	792.00	100.0%
6113 · Assistant Dredger	0.00	1,453.50	-1,453.50	-100.0%
6114 · Assistant Oredger (Other)	1,045.25	1,534.50	-489.25	-31.9%
6115 · Oredger (Private)	1,650.00	0.00	1,650.00	100.0%
6116 · Assistant Oredger (Private)	925.00	0.00	925.00	100.0%
6160 · Printer, Copier & Computer Supp	449.99	0.00	449.99	100.0%
6170 · Miscellaneous-Other	65.00	0.00	65.00	100.0%
6180 · Postage	142.35	0.00	142.35	100.0%
6190 · General Business Supplies	50.51	201.47	-150.96	-74.9%
6200 · Regular Gas	0.00	1,877.40	-1,877.40	-100.0%
6210 · Diesel	0.00	946.20	-946.20	-100.0%
6240 · Building & Grounds	51.90	152.97	-101.07	-66.1%
6251 · Dredging Supplies	128.61	1,181.06	-1,052.45	-89.1%
6270 · Boat Equipment	-157.98	0.00	-157.98	-100.0%
6300 · Accounting Services	450.00	450.00	0.00	0.0%
6310 · Grass	1,810.00	1,810.00	0.00	0.0%
6320 · Attorney	2,562.48	0.00	2,562.48	100.0%
6330 · Consulting Engineer	0.00	12,236.00	-12,236.00	-100.0%
6370 · Phone, LDT, Pager, E-Mail	305.76	288.69	17.07	5.9%
6410 · Subscriptions	149.98	134.99	14.99	11.1%
6450 · Insurance	0.00	7,729.00	-7,729.00	-100.0%
6460 · Electric	307.00	278.00	29.00	10.4%
6470 · Water	196.79	149.37	47.42	31.8%
6480 · Trash	246.00	187.90	58.10	30.9%
6490 · Port-O-Lets	170.00	170.00	0.00	0.0%
6510 · Building & Grounds Expense	225.00	519.67	-294.67	-56.7%
6530 · Truck	74.35	0.00	74.35	100.0%
6541 · Dredging Equipment Maintenance	3,549.27	345.00	3,204.27	928.8%
6542 · Equipment Rental	0.00	3,627.40	-3,627.40	-100.0%
6560 · Water Testing	665.00	0.00	665.00	100.0%
6570 · Lake Weed Treatment	7,441.20	0.00	7,441.20	100.0%
6661 · Disposal Site Preparation	236.97	3,342.15	-3,105.18	-92.9%
6680 · Other Services and Charges	19.37	0.00	19.37	100.0%
<b>Total Expense</b>	<b>35,787.05</b>	<b>53,759.30</b>	<b>-17,972.25</b>	<b>-33.4%</b>
<b>Net Income</b>	<b>16,803.27</b>	<b>-51,162.40</b>	<b>67,965.67</b>	<b>132.8%</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss by Class

January through October 2021

Cash Basis

	Cumulative Conserv Improv F...	General Fund	Unclassified	TOTAL
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,062.94	0.00	0.00	7,062.94
2394 · Monroe Co - Cumulative Conserv	21,528.74	0.00	0.00	21,528.74
4000 · Watercraft Permits	0.00	124,725.00	0.00	124,725.00
4010 · Launch Fees	0.00	23,907.00	0.00	23,907.00
4020 · Marina & Club Fees	0.00	10,237.50	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	25,050.00	0.00	25,050.00
4040 · Property Tax - Brown Co.	0.00	50,298.67	0.00	50,298.67
4050 · Property Tax -Monroe Co.	0.00	153,316.91	0.00	153,316.91
4060 · Interest	0.00	460.65	0.00	460.65
4070 · Grants & Donations	0.00	37,388.80	0.00	37,388.80
4080 · Fishing Tournament	0.00	1,075.00	0.00	1,075.00
4090 · Park Reservations	0.00	1,125.00	0.00	1,125.00
4100 · Park Admission Fees	0.00	67,126.00	0.00	67,126.00
4130 · Dredging/Rip-Rap Income	0.00	85,400.00	0.00	85,400.00
<b>Total Income</b>	<b>28,591.68</b>	<b>580,110.53</b>	<b>0.00</b>	<b>608,702.21</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	35,524.00	0.00	0.00	35,524.00
2002 · Park Recreation Improvement	9,000.00	0.00	0.00	9,000.00
6000 · Manager	0.00	57,346.17	0.00	57,346.17
6001 · Operations Supervisor	0.00	30,046.17	0.00	30,046.17
6002 · Equipment Operations Supervisor	0.00	20,600.06	0.00	20,600.06
6010 · FICA	0.00	11,757.11	0.00	11,757.11
6020 · State Unemployment Tax	0.00	266.42	0.00	266.42
6025 · Merchant Fees	0.00	2,839.62	0.00	2,839.62
6030 · Retirement	0.00	15,335.00	0.00	15,335.00
6040 · Health Insurance	0.00	5,598.96	0.00	5,598.96
6070 · Gate Attendant	0.00	20,729.41	0.00	20,729.41
6111 · Dredger	0.00	7,969.50	0.00	7,969.50
6112 · Dredger (Other)	0.00	792.00	0.00	792.00
6113 · Assistant Dredger	0.00	6,308.50	0.00	6,308.50
6114 · Assistant Dredger (Other)	0.00	5,401.75	0.00	5,401.75
6115 · Dredger (Private)	0.00	5,247.00	0.00	5,247.00
6116 · Assistant Dredger (Private)	0.00	6,447.25	0.00	6,447.25
6120 · Season & Launch Permits	0.00	1,810.58	0.00	1,810.58
6130 · Daily Permits	0.00	156.00	0.00	156.00
6150 · Checks	0.00	210.98	0.00	210.98
6160 · Printer, Copier & Computer Supp	0.00	915.93	0.00	915.93
6170 · Miscellaneous-Other	0.00	370.10	0.00	370.10
6180 · Postage	0.00	440.24	0.00	440.24
6190 · General Business Supplies	0.00	669.30	0.00	669.30
6200 · Regular Gas	0.00	5,620.97	0.00	5,620.97
6210 · Diesel	0.00	11,780.28	0.00	11,780.28
6230 · Medical Supplies	0.00	321.68	0.00	321.68
6240 · Building & Grounds	0.00	4,960.85	0.00	4,960.85
6251 · Dredging Supplies	0.00	13,836.79	0.00	13,836.79

# LAKE LEMON CONSERVANCY

## Profit & Loss by Class

January through October 2021

Cash Basis

	Cumulative Conserv Improv F...	General Fund	Unclassified	TOTAL
6252 · Rip Rap/Erosion Control	0.00	13,621.30	0.00	13,621.30
6260 · Uniforms	0.00	590.50	0.00	590.50
6270 · Boat Equipment	0.00	0.00	0.00	0.00
6290 · Signs & Nautical Markers	0.00	4,702.40	0.00	4,702.40
6300 · Accounting Services	0.00	4,500.00	0.00	4,500.00
6310 · Grass	0.00	9,050.00	0.00	9,050.00
6320 · Attorney	0.00	10,747.52	0.00	10,747.52
6330 · Consulting Engineer	0.00	66,594.76	0.00	66,594.76
6350 · Other Prof/Secretarial Service	0.00	11,307.26	0.00	11,307.26
6370 · Phone, LDT, Pager, E-Mail	0.00	3,045.47	0.00	3,045.47
6400 · Meals	0.00	64.74	0.00	64.74
6410 · Subscriptions	0.00	1,976.52	0.00	1,976.52
6430 · Ads	0.00	208.70	0.00	208.70
6440 · Other	0.00	141.40	0.00	141.40
6450 · Insurance	0.00	44,751.58	0.00	44,751.58
6460 · Electric	0.00	3,774.65	0.00	3,774.65
6470 · Water	0.00	1,090.41	0.00	1,090.41
6480 · Trash	0.00	1,831.50	0.00	1,831.50
6490 · Port-O-Lets	0.00	2,250.00	0.00	2,250.00
6500 · Pump Holding Tank	0.00	400.00	0.00	400.00
6510 · Building & Grounds Expense	0.00	10,270.22	0.00	10,270.22
6520 · Boat	0.00	30.00	0.00	30.00
6530 · Truck	0.00	974.07	0.00	974.07
6541 · Dredging Equipment Maintenance	0.00	14,682.62	0.00	14,682.62
6542 · Equipment Rental	0.00	1,286.31	0.00	1,286.31
6560 · Water Testing	0.00	7,665.00	0.00	7,665.00
6570 · Lake Weed Treatment	0.00	39,523.57	0.00	39,523.57
6600 · 6% MarinaPermit Sales	0.00	1,814.46	0.00	1,814.46
6620 · Dam/Spillway Inspection	0.00	11,230.00	0.00	11,230.00
6661 · Disposal Site Preparation	0.00	16,441.72	0.00	16,441.72
6680 · Other Services and Charges	0.00	1,759.37	0.00	1,759.37
6681 · Fireworks	0.00	8,000.00	0.00	8,000.00
6730 · Patrol Boat	0.00	12,500.00	0.00	12,500.00
6790 · Bond Repayment - SedimentMgmt	0.00	15,431.17	0.00	15,431.17
<b>Total Expense</b>	<b>44,524.00</b>	<b>560,035.84</b>	<b>0.00</b>	<b>604,559.84</b>
<b>Net Income</b>	<b>-15,932.32</b>	<b>20,074.69</b>	<b>0.00</b>	<b>4,142.37</b>



**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
**January through October 2021**

Cash Basis

	Jan - Oct 21	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,062.94	11,250.00	-4,187.06	62.8%
2394 · Monroe Co - Cumulative Conserv	21,528.74	33,750.00	-12,221.26	63.8%
4000 · Watercraft Permits	124,725.00	115,000.00	9,725.00	108.5%
4010 · Launch Fees	23,907.00	21,000.00	2,907.00	113.8%
4020 · Marina & Club Fees	10,237.50	9,000.00	1,237.50	113.8%
4030 · Sublease & Access Fees	25,050.00	27,000.00	-1,950.00	92.8%
4040 · Property Tax - Brown Co.	50,298.67	87,620.00	-37,321.33	57.4%
4050 · Property Tax -Monroe Co.	153,316.91	249,380.00	-96,063.09	61.5%
4060 · Interest	460.65	1,250.00	-789.35	36.9%
4070 · Grants & Donations	37,388.80	12,000.00	25,388.80	311.6%
4071 · Community Foundation	0.00	0.00	0.00	0.0%
4080 · Fishing Tournament	1,075.00	1,500.00	-425.00	71.7%
4090 · Park Reservations	1,125.00	4,000.00	-2,875.00	28.1%
4100 · Park Admission Fees	67,126.00	45,000.00	22,126.00	149.2%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.00	0.00	0.00	0.0%
4130 · Dredging/Rip-Rap Income	85,400.00	40,000.00	45,400.00	213.5%
4140 · Dredging Loan Proceeds	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>608,702.21</b>	<b>657,750.00</b>	<b>-49,047.79</b>	<b>92.5%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	35,524.00	45,000.00	-9,476.00	78.9%
2002 · Park Recreation Improvement	9,000.00	0.00	9,000.00	100.0%
2003 · Non-Park Capital Improvements	0.00	0.00	0.00	0.0%
2004 · Lake Health Improvements	0.00	0.00	0.00	0.0%
6000 · Manager	57,346.17	65,000.00	-7,653.83	88.2%
6001 · Operations Supervisor	30,046.17	37,200.00	-7,153.83	80.8%
6002 · Equipment Operations Supervisor	20,600.06	41,200.00	-20,599.94	50.0%
6010 · FICA	11,757.11	14,500.00	-2,742.89	81.1%
6020 · State Unemployment Tax	266.42	800.00	-533.58	33.3%
6025 · Merchant Fees	2,839.62	1,800.00	1,039.62	157.8%
6030 · Retirement	15,335.00	18,000.00	-2,665.00	85.2%
6040 · Health Insurance	5,598.96	15,000.00	-9,401.04	37.3%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	20,729.41	23,000.00	-2,270.59	90.1%
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	7,969.50	0.00	7,969.50	100.0%
6112 · Dredger (Other)	792.00	0.00	792.00	100.0%
6113 · Assistant Dredger	6,308.50	9,500.00	-3,191.50	66.4%
6114 · Assistant Dredger (Other)	5,401.75	5,700.00	-298.25	94.8%
6115 · Dredger (Private)	5,247.00	0.00	5,247.00	100.0%
6116 · Assistant Dredger (Private)	6,447.25	5,000.00	1,447.25	128.9%
6120 · Season & Launch Permits	1,810.58	2,000.00	-189.42	90.5%
6130 · Daily Permits	156.00	400.00	-244.00	39.0%
6140 · Receipt/Tickets Books	0.00	400.00	-400.00	0.0%
6150 · Checks	210.98	200.00	10.98	105.5%
6160 · Printer, Copier & Computer Supp	915.93	1,000.00	-84.07	91.6%
6170 · Miscellaneous-Other	370.10	1,300.00	-929.90	28.5%
6180 · Postage	440.24	750.00	-309.76	58.7%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	669.30	750.00	-80.70	89.2%
6200 · Regular Gas	5,620.97	9,000.00	-3,379.03	62.5%
6210 · Diesel	11,780.28	12,000.00	-219.72	98.2%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	321.68	0.00	321.68	100.0%
6240 · Building & Grounds	4,960.85	6,000.00	-1,039.15	82.7%
6250 · Boat/Weed Harvester/Truck	0.00	1,500.00	-1,500.00	0.0%
6251 · Dredging Supplies	13,836.79	12,000.00	1,836.79	115.3%
6252 · Rip Rap/Erosion Control	13,621.30	18,000.00	-4,378.70	75.7%
6260 · Uniforms	590.50	1,000.00	-409.50	59.1%
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	4,702.40	5,000.00	-297.60	94.0%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through October 2021

Cash Basis

	Jan - Oct 21	Budget	\$ Over Budget	% of Budget
6300 · Accounting Services	4,500.00	6,000.00	-1,500.00	75.0%
6310 · Grass	9,050.00	10,860.00	-1,810.00	83.3%
6320 · Attorney	10,747.52	4,000.00	6,747.52	268.7%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	66,594.76	50,000.00	16,594.76	133.2%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	11,307.26	1,000.00	10,307.26	1,130.7%
6370 · Phone, LDT, Pager, E-Mail	3,045.47	3,500.00	-454.53	87.0%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	0.00	0.00	0.0%
6400 · Meals	64.74	200.00	-135.26	32.4%
6410 · Subscriptions	1,976.52	1,400.00	576.52	141.2%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	208.70	500.00	-291.30	41.7%
6440 · Other	141.40	1,200.00	-1,058.60	11.8%
6441 · Event Planning	0.00	1,500.00	-1,500.00	0.0%
6450 · Insurance	44,751.58	50,000.00	-5,248.42	89.5%
6460 · Electric	3,774.65	5,000.00	-1,225.35	75.5%
6470 · Water	1,090.41	750.00	340.41	145.4%
6480 · Trash	1,831.50	1,800.00	31.50	101.8%
6490 · Port-O-Lets	2,250.00	3,000.00	-750.00	75.0%
6500 · Pump Holding Tank	400.00	800.00	-400.00	50.0%
6510 · Building & Grounds Expense	10,270.22	15,000.00	-4,729.78	68.5%
6520 · Boat	30.00	2,000.00	-1,970.00	1.5%
6530 · Truck	974.07	1,000.00	-25.93	97.4%
6540 · Sluice Gate Inspection	0.00	4,500.00	-4,500.00	0.0%
6541 · Dredging Equipment Maintenance	14,682.62	10,000.00	4,682.62	146.8%
6542 · Equipment Rental	1,286.31	7,500.00	-6,213.69	17.2%
6560 · Water Testing	7,665.00	8,000.00	-335.00	95.8%
6570 · Lake Weed Treatment	39,523.57	50,000.00	-10,476.43	79.0%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6600 · 6% MarinaPermit Sales	1,814.46	2,300.00	-485.54	78.9%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	11,230.00	5,000.00	6,230.00	224.6%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	16,441.72	20,000.00	-3,558.28	82.2%
6662 · Debt Service-Dredging Loan	0.00	0.00	0.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,759.37	2,000.00	-240.63	88.0%
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%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	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	0.00	0.00	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	12,500.00	0.00	12,500.00	100.0%
6740 · Work Boat (Pontoon)	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	0.00	395,000.00	-395,000.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLCD Pick-up Truck	0.00	0.00	0.00	0.0%
6780 · Gatehouse	0.00	0.00	0.00	0.0%
6790 · Bond Repayment - SedimentMgmt	15,431.17	85,000.00	-69,568.83	18.2%
<b>Total Expense</b>	<b>604,559.84</b>	<b>1,132,810.00</b>	<b>-528,250.16</b>	<b>53.4%</b>
<b>Net Income</b>	<b>4,142.37</b>	<b>-475,060.00</b>	<b>479,202.37</b>	<b>-0.9%</b>

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12/08/21

LAKE LEMON CONSERVANCY

Reconciliation Summary

1000 - Peoples State Bank - General, Period Ending 10/31/2021

	Oct 31, 21
Beginning Balance	395,184.05
Cleared Transactions	
Checks and Payments - 20 items	-32,379.02
Deposits and Credits - 16 items	52,369.80
Total Cleared Transactions	19,990.78
Cleared Balance	<b>415,174.83</b>
Uncleared Transactions	
Checks and Payments - 15 items	-12,838.44
Deposits and Credits - 3 items	180.00
Total Uncleared Transactions	-12,658.44
Register Balance as of 10/31/2021	<b>402,516.39</b>
New Transactions	
Checks and Payments - 28 items	-74,573.35
Deposits and Credits - 5 items	7,040.00
Total New Transactions	-67,533.35
Ending Balance	<b>334,983.04</b>

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12/08/21

# LAKE LEMON CONSERVANCY Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						395,184.05
<b>Cleared Transactions</b>						
<b>Checks and Payments - 20 items</b>						
Check	09/13/2021	5447	YOUNG TRUCKING	X	-2,110.23	-2,110.23
Check	09/13/2021	5444	B-TECH FIRE & SE...	X	-975.82	-3,086.05
Check	09/22/2021	5452	N. ANDERSON EX.	X	-1,810.00	-4,896.05
Check	09/22/2021	5453	COMCAST CABLE	X	-304.99	-5,201.04
Check	09/22/2021	5456	MONSTER TRASH	X	-206.00	-5,407.04
Check	09/27/2021	5458	SCI REMC	X	-392.00	-5,799.04
Check	09/27/2021	5460	EVERYWHERE SIG	X	-310.00	-6,109.04
Check	10/07/2021	5462	US POST MASTER	X	-116.00	-6,225.04
Check	10/08/2021	5465	AQUATIC CONTRO...	X	-7,441.20	-13,666.24
Check	10/08/2021	5461	INDIANA STATE C...	X	-270.00	-13,936.24
Check	10/08/2021	5463	SPC, INC.	X	-225.00	-14,161.24
Check	10/08/2021	5464	B & B WATER CORP	X	-196.79	-14,358.03
Check	10/08/2021	5467	BLUE TIDE PRDDU...	X	-120.00	-14,478.03
Check	10/08/2021	5468	RUMPKE OF INDIA	X	-40.00	-14,518.03
Check	10/08/2021	5466	BLOOMINGTON HA	X	-23.96	-14,541.99
Check	10/10/2021	ACH	VISA	X	-744.03	-15,286.02
Check	10/13/2021	5469	INDUSTRIAL SERV...	X	-128.61	-15,414.63
Check	10/13/2021	5471	STAPLES CREDIT...	X	-50.51	-15,465.14
General Journal	10/31/2021			X	-9,899.34	-25,364.48
General Journal	10/31/2021			X	-7,014.54	-32,379.02
Total Checks and Payments					-32,379.02	-32,379.02
<b>Deposits and Credits - 16 items</b>						
Check	09/27/2021	5459	YOUNG TRUCKING	X	0.00	0.00
General Journal	10/01/2021			X	4,154.00	4,154.00
General Journal	10/04/2021			X	144.00	4,298.00
General Journal	10/04/2021			X	427.00	4,725.00
General Journal	10/08/2021			X	11,250.00	15,975.00
General Journal	10/12/2021			X	288.00	16,263.00
General Journal	10/12/2021			X	538.00	16,801.00
General Journal	10/15/2021			X	4,586.00	21,387.00
General Journal	10/18/2021			X	90.00	21,477.00
General Journal	10/18/2021			X	180.00	21,657.00
General Journal	10/21/2021			X	30,342.80	51,999.80
General Journal	10/24/2021			X	54.00	52,053.80
General Journal	10/24/2021			X	208.00	52,261.80
General Journal	10/28/2021			X	108.00	52,369.80
Check	10/29/2021	5474	INDUSTRIAL SERV...	X	0.00	52,369.80
Check	10/29/2021	5481	AQUATIC CONTRO...	X	0.00	52,369.80
Total Deposits and Credits					52,369.80	52,369.80
Total Cleared Transactions					19,990.78	19,990.78
Cleared Balance					19,990.78	415,174.83

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12/08/21

**LAKE LEMON CONSERVANCY**  
**Reconciliation Detail**  
**1000 - Peoples State Bank - General, Period Ending 10/31/2021**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 15 items</b>						
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	08/21/2021	5430	ENGRAVING & STA		-14.02	-2,514.99
Check	10/13/2021	5470	N. ANDERSON EX		-1,810.00	-4,324.99
Check	10/22/2021	5472	INDIANA STATE C		-270.00	-4,594.99
Check	10/29/2021	5478	DUBOIS COUNTY T		-3,549.27	-8,144.26
Check	10/29/2021	5483	CARMIN PARKER PC		-2,562.48	-10,706.74
Check	10/29/2021	5482	SCIENTIFIC METH		-665.00	-11,371.74
Check	10/29/2021	5473	WATKINS ACCOUN		-450.00	-11,821.74
Check	10/29/2021	5476	SCI REMC		-307.00	-12,128.74
Check	10/29/2021	5479	COMCAST CABLE		-305.76	-12,434.50
Check	10/29/2021	5477	MONSTER TRASH		-206.00	-12,640.50
Check	10/29/2021	5475	IZZY'S RENTAL		-170.00	-12,810.50
Check	10/29/2021	5480	RICHARDS SMALL		-27.94	-12,838.44
Total Checks and Payments					-12,838.44	-12,838.44
<b>Deposits and Credits - 3 items</b>						
General Journal	04/27/2021				18.00	18.00
General Journal	10/31/2021				72.00	90.00
General Journal	10/31/2021				90.00	180.00
Total Deposits and Credits					180.00	180.00
Total Uncleared Transactions					-12,658.44	-12,658.44
Register Balance as of 10/31/2021					7,332.34	402,516.39
<b>New Transactions</b>						
<b>Checks and Payments - 28 items</b>						
Check	11/04/2021	5484	CHRISTOPHER B B		-884.50	-884.50
Check	11/04/2021	5485	B & B WATER CORP		-180.60	-1,065.10
Check	11/04/2021	5486	VISA		-72.99	-1,138.09
Check	11/04/2021	5486	KLEINDORFER HA		-14.30	-1,152.39
Check	11/11/2021	5490	FIRST INSURANCE		-8,011.00	-9,163.39
Check	11/11/2021	5487	PINE GROVE MARI		-201.59	-9,364.98
Check	11/11/2021	5489	INDUSTRIAL SERV		-72.62	-9,437.60
Check	11/11/2021	5491	AIM MEDIA INDIANA		-21.05	-9,458.65
Check	11/11/2021	5488	RUMPKE OF INDIANA		-20.00	-9,478.65
Check	11/18/2021	5495	PREMIER COMPAN		-3,879.89	-13,358.54
Check	11/18/2021	5497	CHRISTOPHER B B		-1,377.00	-14,735.54
Check	11/18/2021	5498	DOLICH CRANE		-799.00	-15,534.54
Check	11/18/2021	5493	COMCAST CABLE		-315.76	-15,850.30
Check	11/18/2021	5496	IZZY'S RENTAL		-170.00	-16,020.30
Check	11/18/2021	5492	STAPLES CREDIT		-61.76	-16,082.06
Check	11/18/2021	5494	GATEHOUSE MEDI		-22.54	-16,104.60
Check	11/24/2021	5501	YOUNG TRUCKING		-581.91	-16,686.51

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12/08/21

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 10/31/2021

Type	Date	Num	Name	Clr	Amount	Balance
Check	11/24/2021	5499	SCI REMC		-318.00	-17,004.51
Check	11/24/2021	5500	CARMIN PARKER PC		-40.00	-17,044.51
General Journal	11/30/2021				-7,339.33	-24,383.84
General Journal	11/30/2021				-5,880.35	-30,264.19
General Journal	11/30/2021				-626.99	-30,891.18
Check	12/03/2021	5502	Old National Wealth		-42,550.00	-73,441.18
Check	12/08/2021	5508	SHELL MARINA L		-390.24	-73,831.42
Check	12/08/2021	5507	KLEINDORFER HA...		-386.80	-74,218.22
Check	12/08/2021	5505	B & B WATER CORP		-214.57	-74,432.79
Check	12/08/2021	5504	LOWE'S COMPANI		-120.56	-74,553.35
Check	12/08/2021	5506	RUMPKE OF INDIA		-20.00	-74,573.35
Total Checks and Payments					-74,573.35	-74,573.35
<b>Deposits and Credits - 5 items</b>						
General Journal	11/01/2021				6,504.00	6,504.00
General Journal	11/11/2021				162.00	6,666.00
General Journal	11/11/2021				320.00	6,986.00
General Journal	11/16/2021				18.00	7,004.00
General Journal	11/16/2021				36.00	7,040.00
Total Deposits and Credits					7,040.00	7,040.00
Total New Transactions					-67,533.35	-67,533.35
<b>Ending Balance</b>					<b>-60,201.01</b>	<b>334,983.04</b>

Lake Lemon Conservancy

Financial Statements

For the Period Ending

January 1, 2021 thru November 30, 2021

**(UNAUDITED)**

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

## LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of November 30, 2021 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.

Yvonne Freeman  
November 8, 2021



# LAKE LEMON CONSERVANCY

## Balance Sheet

As of November 30, 2021

Cash Basis

	Nov 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	-15,932.32
1000 · Peoples State Bank - General - Other	394,597.53
<b>Total 1000 · Peoples State Bank - General</b>	378,665.21
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	96,752.71
1050 · Savings Account	26,133.07
1080 · Construction Account	947,950.00
<b>Total Checking/Savings</b>	1,449,800.99
<b>Total Current Assets</b>	1,449,800.99
<b>Fixed Assets</b>	
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
<b>Total Fixed Assets</b>	1,068,094.15
<b>TOTAL ASSETS</b>	<b>2,517,895.14</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	2,847.04
2020 · State & Co. Withholding Payable	438.84
<b>Total Other Current Liabilities</b>	3,285.88
<b>Total Current Liabilities</b>	3,285.88
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,175,000.00
<b>Total Long Term Liabilities</b>	1,175,000.00
<b>Total Liabilities</b>	1,178,285.88
<b>Equity</b>	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	101,942.92
3200 · Retained Earnings	690,974.64
Net Income	-57,896.73
<b>Total Equity</b>	1,339,609.26
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,517,895.14</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss

November 2021

Cash Basis

	Nov 21
Income	
4000 · Watercraft Permits	6,890.00
4010 · Launch Fees	150.00
4060 · Interest	28.23
Total Income	7,068.23
Expense	
6000 · Manager	5,461.54
6001 · Operations Supervisor	1,430.77
6010 · FICA	775.02
6020 · State Unemployment Tax	70.62
6025 · Merchant Fees	57.66
6030 · Retirement	978.71
6070 · Gate Attendant	1,111.00
6114 · Assistant Dredger (Other)	2,127.50
6180 · Postage	58.00
6200 · Regular Gas	2,027.40
6210 · Diesel	1,852.49
6240 · Building & Grounds	14.30
6250 · Boat/Weed Harvester/Truck	201.59
6251 · Dredging Supplies	72.62
6320 · Attorney	40.00
6330 · Consulting Engineer	2,261.50
6370 · Phone, LDT, Pager, E-Mail	315.76
6410 · Subscriptions	14.99
6430 · Ads	43.59
6440 · Other	61.76
6450 · Insurance	8,011.00
6460 · Electric	318.00
6470 · Water	180.60
6480 · Trash	20.00
6490 · Port-O-Lets	170.00
6661 · Disposal Site Preparation	1,380.91
6750 · Sediment Mitigation	40,050.00
Total Expense	69,107.33
Net Income	-62,039.10

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

November 2021

	Nov 21	Jan - Nov 21
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	7,062.94
2394 · Monroe Co - Cumulative Conserv	0.00	21,528.74
4000 · Watercraft Permits	6,890.00	131,615.00
4010 · Launch Fees	150.00	24,057.00
4020 · Marina & Club Fees	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	25,050.00
4040 · Property Tax - Brown Co.	0.00	50,298.67
4050 · Property Tax -Monroe Co.	0.00	153,316.91
4060 · Interest	28.23	488.88
4070 · Grants & Donations	0.00	37,388.80
4080 · Fishing Tournament	0.00	1,075.00
4090 · Park Reservations	0.00	1,125.00
4100 · Park Admission Fees	0.00	67,126.00
4130 · Dredging/Rip-Rap Income	0.00	85,400.00
<b>Total Income</b>	<b>7,068.23</b>	<b>615,770.44</b>
<b>Expense</b>		
2001 · Park Capital Improvement Fund	0.00	35,524.00
2002 · Park Recreation Improvement	0.00	9,000.00
6000 · Manager	5,461.54	62,807.71
6001 · Operations Supervisor	1,430.77	31,476.94
6002 · Equipment Operations Supervisor	0.00	20,600.06
6010 · FICA	775.02	12,532.13
6020 · State Unemployment Tax	70.62	337.04
6025 · Merchant Fees	57.66	2,897.28
6030 · Retirement	978.71	16,313.71
6040 · Health Insurance	0.00	5,598.96
6070 · Gate Attendant	1,111.00	21,840.41
6111 · Dredger	0.00	7,969.50
6112 · Dredger (Other)	0.00	792.00
6113 · Assistant Dredger	0.00	6,308.50
6114 · Assistant Dredger (Other)	2,127.50	7,529.25
6115 · Dredger (Private)	0.00	5,247.00
6116 · Assistant Dredger (Private)	0.00	6,447.25
6120 · Season & Launch Permits	0.00	1,810.58
6130 · Daily Permits	0.00	156.00
6150 · Checks	0.00	210.98
6160 · Printer, Copier & Computer Supp	0.00	915.93
6170 · Miscellaneous-Other	0.00	370.10
6180 · Postage	58.00	498.24
6190 · General Business Supplies	0.00	669.30
6200 · Regular Gas	2,027.40	7,648.37
6210 · Diesel	1,852.49	13,632.77
6230 · Medical Supplies	0.00	321.68
6240 · Building & Grounds	14.30	4,975.15
6250 · Boat/Weed Harvester/Truck	201.59	201.59
6251 · Dredging Supplies	72.62	13,909.41
6252 · Rip Rap/Erosion Control	0.00	13,621.30
6260 · Uniforms	0.00	590.50
6270 · Boat Equipment	0.00	0.00
6290 · Signs & Nautical Markers	0.00	4,702.40
6300 · Accounting Services	0.00	4,500.00
6310 · Grass	0.00	9,050.00
6320 · Attorney	40.00	10,787.52
6330 · Consulting Engineer	2,261.50	68,856.26
6350 · Other Prof/Secretarial Service	0.00	11,307.26
6370 · Phone, LDT, Pager, E-Mail	315.76	3,361.23
6400 · Meals	0.00	64.74
6410 · Subscriptions	14.99	1,991.51
6430 · Ads	43.59	252.29
6440 · Other	61.76	203.16
6450 · Insurance	8,011.00	52,762.58
6460 · Electric	318.00	4,092.65
6470 · Water	180.60	1,271.01

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

November 2021

	Nov 21	Jan - Nov 21
6480 · Trash	20.00	1,851.50
6490 · Port-O-Lets	170.00	2,420.00
6500 · Pump Holding Tank	0.00	400.00
6510 · Building & Grounds Expense	0.00	10,270.22
6520 · Boat	0.00	30.00
6530 · Truck	0.00	974.07
6541 · Dredging Equipment Maintenance	0.00	14,682.62
6542 · Equipment Rental	0.00	1,286.31
6560 · Water Testing	0.00	7,665.00
6570 · Lake Weed Treatment	0.00	39,523.57
6600 · 6% MarinaPermit Sales	0.00	1,814.46
6620 · Dam/Spillway Inspection	0.00	11,230.00
6661 · Disposal Site Preparation	1,380.91	17,822.63
6680 · Other Services and Charges	0.00	1,759.37
6681 · Fireworks	0.00	8,000.00
6730 · Patrol Boat	0.00	12,500.00
6750 · Sediment Mitigation	40,050.00	40,050.00
6790 · Bond Repayment - SedimentMgmt	0.00	15,431.17
<b>Total Expense</b>	<b>69,107.33</b>	<b>673,667.17</b>
<b>Net Income</b>	<b>-62,039.10</b>	<b>-57,896.73</b>

# LAKE LEMON CONSERVANCY

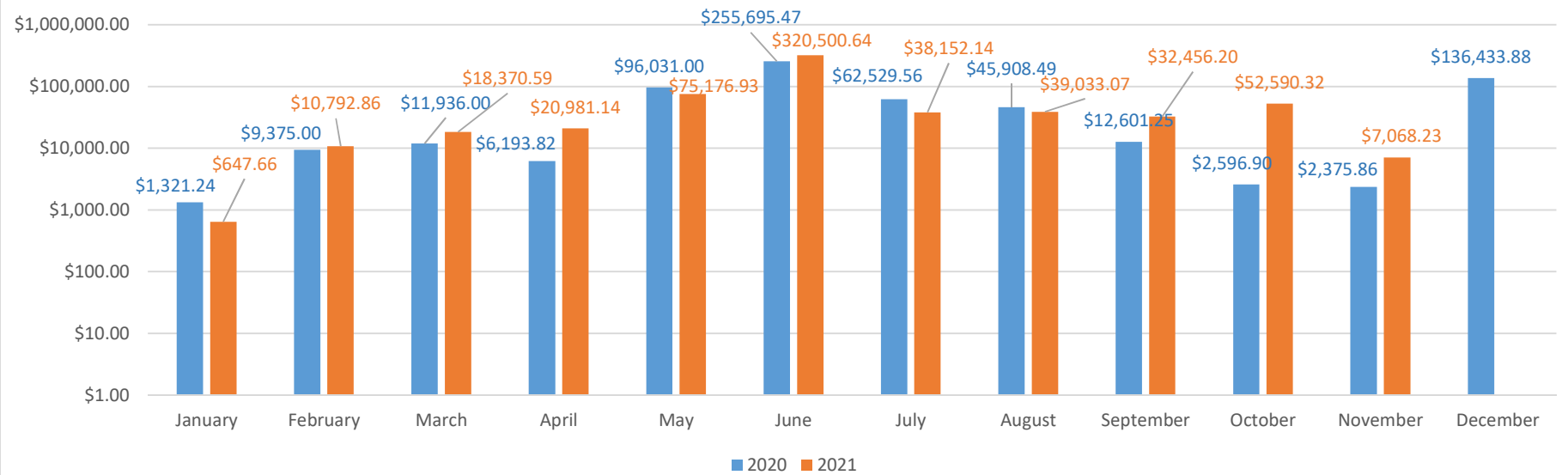
## Profit & Loss Prev Year Comparison

Cash Basis

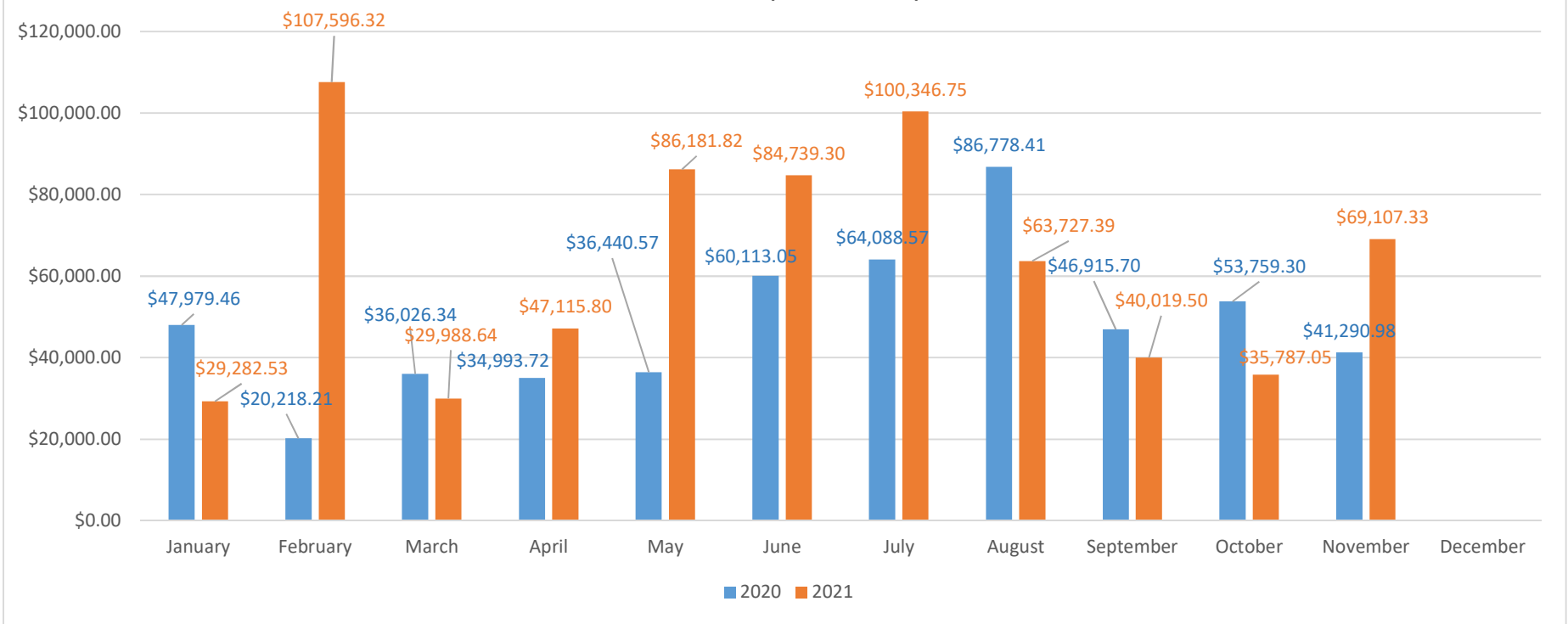
November 2021

	Nov 21	Nov 20	\$ Change	% Change
<b>Income</b>				
4000 · Watercraft Permits	6,890.00	1,783.00	5,107.00	286.4%
4010 · Launch Fees	150.00	475.00	-325.00	-68.4%
4060 · Interest	28.23	92.86	-64.63	-69.6%
4080 · Fishing Tournament	0.00	25.00	-25.00	-100.0%
4100 · Park Admission Fees	0.00	8.00	-8.00	-100.0%
4140 · Dredging Loan Proceeds	0.00	1,188,000.00	-1,188,000.00	-100.0%
<b>Total Income</b>	<b>7,068.23</b>	<b>1,190,383.86</b>	<b>-1,183,315.63</b>	<b>-99.4%</b>
<b>Expense</b>				
6000 · Manager	5,461.54	5,230.76	230.78	4.4%
6001 · Operations Supervisor	1,430.77	2,773.08	-1,342.31	-48.4%
6002 · Equipment Operations Supervisor	0.00	3,076.92	-3,076.92	-100.0%
6010 · FICA	775.02	1,108.54	-333.52	-30.1%
6020 · State Unemployment Tax	70.62	0.00	70.62	100.0%
6025 · Merchant Fees	57.66	51.11	6.55	12.8%
6030 · Retirement	978.71	1,573.52	-594.81	-37.8%
6040 · Health Insurance	0.00	748.79	-748.79	-100.0%
6070 · Gate Attendant	1,111.00	1,056.00	55.00	5.2%
6114 · Assistant Dredger (Other)	2,127.50	2,754.00	-626.50	-22.8%
6180 · Postage	58.00	110.00	-52.00	-47.3%
6200 · Regular Gas	2,027.40	0.00	2,027.40	100.0%
6210 · Diesel	1,852.49	1,233.25	619.24	50.2%
6240 · Building & Grounds	14.30	215.21	-200.91	-93.4%
6250 · Boat/Weed Harvester/Truck	201.59	0.00	201.59	100.0%
6251 · Dredging Supplies	72.62	0.00	72.62	100.0%
6320 · Attorney	40.00	0.00	40.00	100.0%
6330 · Consulting Engineer	2,261.50	2,725.00	-463.50	-17.0%
6370 · Phone, LDT, Pager, E-Mail	315.76	289.48	26.28	9.1%
6410 · Subscriptions	14.99	14.99	0.00	0.0%
6430 · Ads	43.59	768.75	-725.16	-94.3%
6440 · Other	61.76	128.11	-66.35	-51.8%
6450 · Insurance	8,011.00	0.00	8,011.00	100.0%
6460 · Electric	318.00	379.55	-61.55	-16.2%
6470 · Water	180.60	148.00	32.60	22.0%
6480 · Trash	20.00	187.90	-167.90	-89.4%
6490 · Port-O-Lets	170.00	170.00	0.00	0.0%
6500 · Pump Holding Tank	0.00	400.00	-400.00	-100.0%
6510 · Building & Grounds Expense	0.00	117.94	-117.94	-100.0%
6541 · Dredging Equipment Maintenance	0.00	1,249.13	-1,249.13	-100.0%
6600 · 6% Marina Permit Sales	0.00	40.74	-40.74	-100.0%
6630 · Spillway Repairs	0.00	720.00	-720.00	-100.0%
6661 · Disposal Site Preparation	1,380.91	2,020.21	-639.30	-31.7%
6662 · Debt Service-Dredging Loan	0.00	12,000.00	-12,000.00	-100.0%
6750 · Sediment Mitigation	40,050.00	0.00	40,050.00	100.0%
<b>Total Expense</b>	<b>69,107.33</b>	<b>41,290.98</b>	<b>27,816.35</b>	<b>67.4%</b>
<b>Net Income</b>	<b>-62,039.10</b>	<b>1,149,092.88</b>	<b>-1,211,131.98</b>	<b>-105.4%</b>

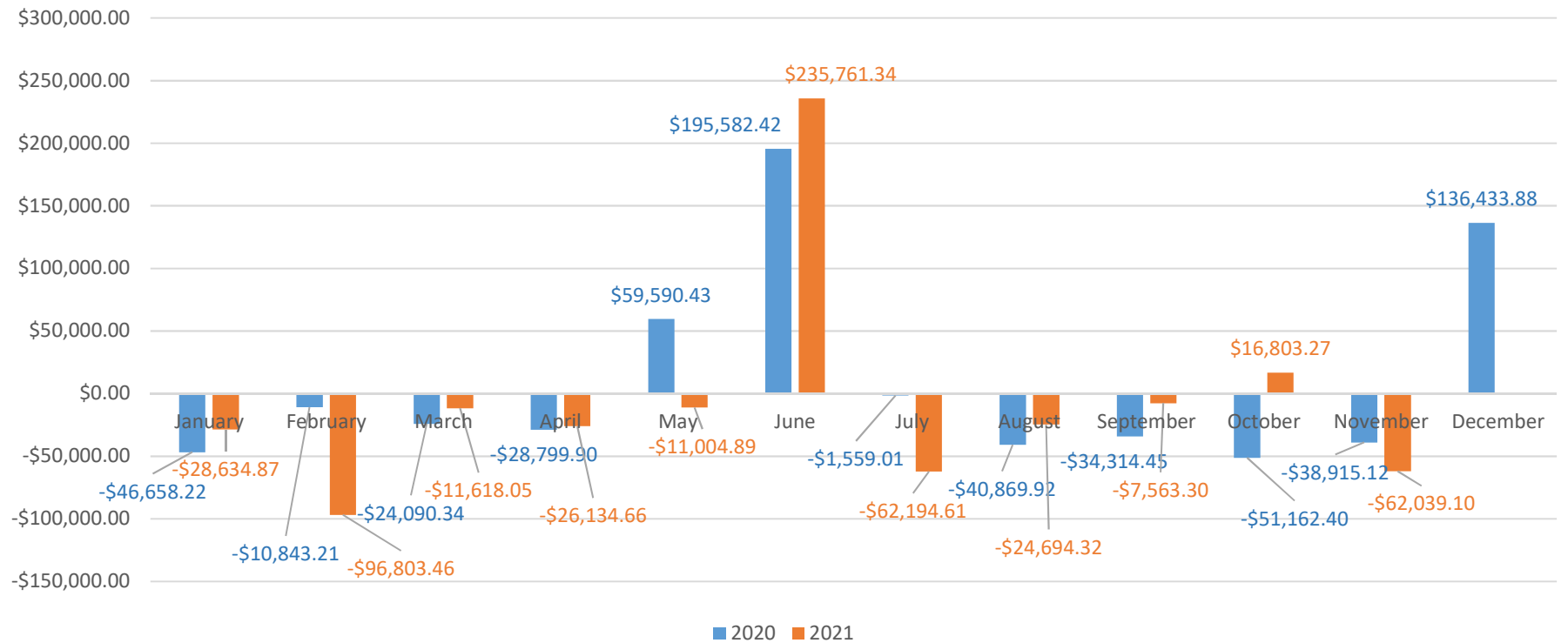
Previous Year Income Comparison



Previous Year Expense Comparison



## Previous Year Net Income Comparison





# LAKE LEMON CONSERVANCY

## Profit & Loss by Class

January through November 2021

Cash Basis

	Cumulative Conserv Improv F...	General Fund	Unclassified	TOTAL
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,062.94	0.00	0.00	7,062.94
2394 · Monroe Co - Cumulative Conserv	21,528.74	0.00	0.00	21,528.74
4000 · Watercraft Permits	0.00	131,615.00	0.00	131,615.00
4010 · Launch Fees	0.00	24,057.00	0.00	24,057.00
4020 · Marina & Club Fees	0.00	10,237.50	0.00	10,237.50
4030 · Sublease & Access Fees	0.00	25,050.00	0.00	25,050.00
4040 · Property Tax - Brown Co.	0.00	50,298.67	0.00	50,298.67
4050 · Property Tax -Monroe Co.	0.00	153,316.91	0.00	153,316.91
4060 · Interest	0.00	488.88	0.00	488.88
4070 · Grants & Donations	0.00	37,388.80	0.00	37,388.80
4080 · Fishing Tournament	0.00	1,075.00	0.00	1,075.00
4090 · Park Reservations	0.00	1,125.00	0.00	1,125.00
4100 · Park Admission Fees	0.00	67,126.00	0.00	67,126.00
4130 · Dredging/Rip-Rap Income	0.00	85,400.00	0.00	85,400.00
<b>Total Income</b>	<b>28,591.68</b>	<b>587,178.76</b>	<b>0.00</b>	<b>615,770.44</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	35,524.00	0.00	0.00	35,524.00
2002 · Park Recreation Improvement	9,000.00	0.00	0.00	9,000.00
6000 · Manager	0.00	62,807.71	0.00	62,807.71
6001 · Operations Supervisor	0.00	31,476.94	0.00	31,476.94
6002 · Equipment Operations Supervisor	0.00	20,600.06	0.00	20,600.06
6010 · FICA	0.00	12,532.13	0.00	12,532.13
6020 · State Unemployment Tax	0.00	337.04	0.00	337.04
6025 · Merchant Fees	0.00	2,897.28	0.00	2,897.28
6030 · Retirement	0.00	16,313.71	0.00	16,313.71
6040 · Health Insurance	0.00	5,598.96	0.00	5,598.96
6070 · Gate Attendant	0.00	21,840.41	0.00	21,840.41
6111 · Dredger	0.00	7,969.50	0.00	7,969.50
6112 · Dredger (Other)	0.00	792.00	0.00	792.00
6113 · Assistant Dredger	0.00	6,308.50	0.00	6,308.50
6114 · Assistant Dredger (Other)	0.00	7,529.25	0.00	7,529.25
6115 · Dredger (Private)	0.00	5,247.00	0.00	5,247.00
6116 · Assistant Dredger (Private)	0.00	6,447.25	0.00	6,447.25
6120 · Season & Launch Permits	0.00	1,810.58	0.00	1,810.58
6130 · Daily Permits	0.00	156.00	0.00	156.00
6150 · Checks	0.00	210.98	0.00	210.98
6160 · Printer, Copier & Computer Supp	0.00	915.93	0.00	915.93
6170 · Miscellaneous-Other	0.00	370.10	0.00	370.10
6180 · Postage	0.00	498.24	0.00	498.24
6190 · General Business Supplies	0.00	669.30	0.00	669.30
6200 · Regular Gas	0.00	7,648.37	0.00	7,648.37
6210 · Diesel	0.00	13,632.77	0.00	13,632.77
6230 · Medical Supplies	0.00	321.68	0.00	321.68
6240 · Building & Grounds	0.00	4,975.15	0.00	4,975.15
6250 · Boat/Weed Harvester/Truck	0.00	201.59	0.00	201.59

**LAKE LEMON CONSERVANCY**  
**Profit & Loss by Class**  
January through November 2021

Cash Basis

	Cumulative Conserv Improv F...	General Fund	Unclassified	TOTAL
6251 · Dredging Supplies	0.00	13,909.41	0.00	13,909.41
6252 · Rip Rap/Erosion Control	0.00	13,621.30	0.00	13,621.30
6260 · Uniforms	0.00	590.50	0.00	590.50
6270 · Boat Equipment	0.00	0.00	0.00	0.00
6290 · Signs & Nautical Markers	0.00	4,702.40	0.00	4,702.40
6300 · Accounting Services	0.00	4,500.00	0.00	4,500.00
6310 · Grass	0.00	9,050.00	0.00	9,050.00
6320 · Attorney	0.00	10,787.52	0.00	10,787.52
6330 · Consulting Engineer	0.00	68,856.26	0.00	68,856.26
6350 · Other Prof/Secretarial Service	0.00	11,307.26	0.00	11,307.26
6370 · Phone, LDT, Pager, E-Mail	0.00	3,361.23	0.00	3,361.23
6400 · Meals	0.00	64.74	0.00	64.74
6410 · Subscriptions	0.00	1,991.51	0.00	1,991.51
6430 · Ads	0.00	252.29	0.00	252.29
6440 · Other	0.00	203.16	0.00	203.16
6450 · Insurance	0.00	52,762.58	0.00	52,762.58
6460 · Electric	0.00	4,092.65	0.00	4,092.65
6470 · Water	0.00	1,271.01	0.00	1,271.01
6480 · Trash	0.00	1,851.50	0.00	1,851.50
6490 · Port-O-Lets	0.00	2,420.00	0.00	2,420.00
6500 · Pump Holding Tank	0.00	400.00	0.00	400.00
6510 · Building & Grounds Expense	0.00	10,270.22	0.00	10,270.22
6520 · Boat	0.00	30.00	0.00	30.00
6530 · Truck	0.00	974.07	0.00	974.07
6541 · Dredging Equipment Maintenance	0.00	14,682.62	0.00	14,682.62
6542 · Equipment Rental	0.00	1,286.31	0.00	1,286.31
6560 · Water Testing	0.00	7,665.00	0.00	7,665.00
6570 · Lake Weed Treatment	0.00	39,523.57	0.00	39,523.57
6600 · 6% MarinaPermit Sales	0.00	1,814.46	0.00	1,814.46
6620 · Dam/Spillway Inspection	0.00	11,230.00	0.00	11,230.00
6661 · Disposal Site Preparation	0.00	17,822.63	0.00	17,822.63
6680 · Other Services and Charges	0.00	1,759.37	0.00	1,759.37
6681 · Fireworks	0.00	8,000.00	0.00	8,000.00
6730 · Patrol Boat	0.00	12,500.00	0.00	12,500.00
6750 · Sediment Mitigation	40,050.00	0.00	0.00	40,050.00
6790 · Bond Repayment - SedimentMgmt	0.00	15,431.17	0.00	15,431.17
<b>Total Expense</b>	<b>84,574.00</b>	<b>589,093.17</b>	<b>0.00</b>	<b>673,667.17</b>
<b>Net Income</b>	<b>-55,982.32</b>	<b>-1,914.41</b>	<b>0.00</b>	<b>-57,896.73</b>

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
**January through November 2021**

Cash Basis

	Jan - Nov 21	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,062.94	11,250.00	-4,187.06	62.8%
2394 · Monroe Co - Cumulative Conserv	21,528.74	33,750.00	-12,221.26	63.8%
4000 · Watercraft Permits	131,615.00	115,000.00	16,615.00	114.4%
4010 · Launch Fees	24,057.00	21,000.00	3,057.00	114.6%
4020 · Marina & Club Fees	10,237.50	9,000.00	1,237.50	113.8%
4030 · Sublease & Access Fees	25,050.00	27,000.00	-1,950.00	92.8%
4040 · Property Tax - Brown Co.	50,298.67	87,620.00	-37,321.33	57.4%
4050 · Property Tax - Monroe Co.	153,316.91	249,380.00	-96,063.09	61.5%
4060 · Interest	488.88	1,250.00	-761.12	39.1%
4070 · Grants & Donations	37,388.80	12,000.00	25,388.80	311.6%
4071 · Community Foundation	0.00	0.00	0.00	0.0%
4080 · Fishing Tournament	1,075.00	1,500.00	-425.00	71.7%
4090 · Park Reservations	1,125.00	4,000.00	-2,875.00	28.1%
4100 · Park Admission Fees	67,126.00	45,000.00	22,126.00	149.2%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.00	0.00	0.00	0.0%
4130 · Dredging/Rip-Rap Income	85,400.00	40,000.00	45,400.00	213.5%
4140 · Dredging Loan Proceeds	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>615,770.44</b>	<b>657,750.00</b>	<b>-41,979.56</b>	<b>93.6%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	35,524.00	45,000.00	-9,476.00	78.9%
2002 · Park Recreation Improvement	9,000.00	0.00	9,000.00	100.0%
2003 · Non-Park Capital Improvements	0.00	0.00	0.00	0.0%
2004 · Lake Health Improvements	0.00	0.00	0.00	0.0%
6000 · Manager	62,807.71	65,000.00	-2,192.29	96.6%
6001 · Operations Supervisor	31,476.94	37,200.00	-5,723.06	84.6%
6002 · Equipment Operations Supervisor	20,600.06	41,200.00	-20,599.94	50.0%
6010 · FICA	12,532.13	14,500.00	-1,967.87	86.4%
6020 · State Unemployment Tax	337.04	800.00	-462.96	42.1%
6025 · Merchant Fees	2,897.28	1,800.00	1,097.28	161.0%
6030 · Retirement	16,313.71	18,000.00	-1,686.29	90.6%
6040 · Health Insurance	5,598.96	15,000.00	-9,401.04	37.3%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	21,840.41	23,000.00	-1,159.59	95.0%
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	7,969.50	0.00	7,969.50	100.0%
6112 · Dredger (Other)	792.00	0.00	792.00	100.0%
6113 · Assistant Dredger	6,308.50	9,500.00	-3,191.50	66.4%
6114 · Assistant Dredger (Other)	7,529.25	5,700.00	1,829.25	132.1%
6115 · Dredger (Private)	5,247.00	0.00	5,247.00	100.0%
6116 · Assistant Dredger (Private)	6,447.25	5,000.00	1,447.25	128.9%
6120 · Season & Launch Permits	1,810.58	2,000.00	-189.42	90.5%
6130 · Daily Permits	156.00	400.00	-244.00	39.0%
6140 · Receipt/Tickets Books	0.00	400.00	-400.00	0.0%
6150 · Checks	210.98	200.00	10.98	105.5%
6160 · Printer, Copier & Computer Supp	915.93	1,000.00	-84.07	91.6%
6170 · Miscellaneous-Other	370.10	1,300.00	-929.90	28.5%
6180 · Postage	498.24	750.00	-251.76	66.4%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	669.30	750.00	-80.70	89.2%
6200 · Regular Gas	7,648.37	9,000.00	-1,351.63	85.0%
6210 · Diesel	13,632.77	12,000.00	1,632.77	113.6%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	321.68	0.00	321.68	100.0%
6240 · Building & Grounds	4,975.15	6,000.00	-1,024.85	82.9%
6250 · Boat/Weed Harvester/Truck	201.59	1,500.00	-1,298.41	13.4%
6251 · Dredging Supplies	13,909.41	12,000.00	1,909.41	115.9%
6252 · Rip Rap/Erosion Control	13,621.30	18,000.00	-4,378.70	75.7%
6260 · Uniforms	590.50	1,000.00	-409.50	59.1%
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	4,702.40	5,000.00	-297.60	94.0%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
**January through November 2021**

Cash Basis

	Jan - Nov 21	Budget	\$ Over Budget	% of Budget
6300 · Accounting Services	4,500.00	6,000.00	-1,500.00	75.0%
6310 · Grass	9,050.00	10,860.00	-1,810.00	83.3%
6320 · Attorney	10,787.52	4,000.00	6,787.52	269.7%
6325 · Fish Management Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	68,856.26	50,000.00	18,856.26	137.7%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	11,307.26	1,000.00	10,307.26	1,130.7%
6370 · Phone, LDT, Pager, E-Mail	3,361.23	3,500.00	-138.77	96.0%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	0.00	0.00	0.00	0.0%
6400 · Meals	64.74	200.00	-135.26	32.4%
6410 · Subscriptions	1,991.51	1,400.00	591.51	142.3%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	252.29	500.00	-247.71	50.5%
6440 · Other	203.16	1,200.00	-996.84	16.9%
6441 · Event Planning	0.00	1,500.00	-1,500.00	0.0%
6450 · Insurance	52,762.58	50,000.00	2,762.58	105.5%
6460 · Electric	4,092.65	5,000.00	-907.35	81.9%
6470 · Water	1,271.01	750.00	521.01	169.5%
6480 · Trash	1,851.50	1,800.00	51.50	102.9%
6490 · Port-O-Lets	2,420.00	3,000.00	-580.00	80.7%
6500 · Pump Holding Tank	400.00	800.00	-400.00	50.0%
6510 · Building & Grounds Expense	10,270.22	15,000.00	-4,729.78	68.5%
6520 · Boat	30.00	2,000.00	-1,970.00	1.5%
6530 · Truck	974.07	1,000.00	-25.93	97.4%
6540 · Sluice Gate Inspection	0.00	4,500.00	-4,500.00	0.0%
6541 · Dredging Equipment Maintenance	14,682.62	10,000.00	4,682.62	146.8%
6542 · Equipment Rental	1,286.31	7,500.00	-6,213.69	17.2%
6560 · Water Testing	7,665.00	8,000.00	-335.00	95.8%
6570 · Lake Weed Treatment	39,523.57	50,000.00	-10,476.43	79.0%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6600 · 6% Marina Permit Sales	1,814.46	2,300.00	-485.54	78.9%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	11,230.00	5,000.00	6,230.00	224.6%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	17,822.63	20,000.00	-2,177.37	89.1%
6662 · Debt Service-Dredging Loan	0.00	0.00	0.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,759.37	2,000.00	-240.63	88.0%
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%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	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	0.00	0.00	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	12,500.00	0.00	12,500.00	100.0%
6740 · Work Boat (Pontoon)	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	40,050.00	395,000.00	-354,950.00	10.1%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLC/D Pick-up Truck	0.00	0.00	0.00	0.0%
6780 · Gatehouse	0.00	0.00	0.00	0.0%
6790 · Bond Repayment - Sediment Mgmt	15,431.17	85,000.00	-69,568.83	18.2%
<b>Total Expense</b>	<b>673,667.17</b>	<b>1,132,810.00</b>	<b>-459,142.83</b>	<b>59.5%</b>
<b>Net Income</b>	<b>-57,896.73</b>	<b>-475,060.00</b>	<b>417,163.27</b>	<b>12.2%</b>

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12/08/21

# LAKE LEMON CONSERVANCY

## Reconciliation Summary

1000 · Peoples State Bank - General, Period Ending 11/30/2021

	Nov 30, 21
Beginning Balance	415,174.83
Cleared Transactions	
Checks and Payments - 29 items	-39,649.97
Deposits and Credits - 7 items	7,202.00
Total Cleared Transactions	-32,447.97
Cleared Balance	382,726.86
Uncleared Transactions	
Checks and Payments - 8 items	-4,079.65
Deposits and Credits - 1 item	18.00
Total Uncleared Transactions	-4,061.65
Register Balance as of 11/30/2021	378,665.21
New Transactions	
Checks and Payments - 6 items	-43,682.17
Total New Transactions	-43,682.17
Ending Balance	334,983.04

8:10 PM

12/08/21

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 11/30/2021

Type	Date	Num	Name	Cir	Amount	Balance
<b>Beginning Balance</b>						415,174.83
<b>Cleared Transactions</b>						
<b>Checks and Payments - 29 items</b>						
Check	10/13/2021	5470	N. ANDERSON EX...	X	-1,810.00	-1,810.00
Check	10/22/2021	5472	INDIANA STATE C...	X	-270.00	-2,080.00
Check	10/29/2021	5478	DUBOIS COUNTY T...	X	-3,549.27	-5,629.27
Check	10/29/2021	5483	CARMIN PARKER PC	X	-2,562.48	-8,191.75
Check	10/29/2021	5482	SCIENTIFIC METH...	X	-665.00	-8,856.75
Check	10/29/2021	5473	WATKINS ACCOUN...	X	-450.00	-9,306.75
Check	10/29/2021	5476	SCI REMC	X	-307.00	-9,613.75
Check	10/29/2021	5479	COMCAST CABLE	X	-305.76	-9,919.51
Check	10/29/2021	5477	MONSTER TRASH	X	-206.00	-10,125.51
Check	10/29/2021	5475	IZZY'S RENTAL	X	-170.00	-10,295.51
Check	10/29/2021	5480	RICHARDS SMALL ...	X	-27.94	-10,323.45
Check	11/04/2021	5484	CHRISTOPHER B B...	X	-884.50	-11,207.95
Check	11/04/2021	5485	B & B WATER CORP	X	-180.60	-11,388.55
Check	11/04/2021	ACH	VISA	X	-72.99	-11,461.54
Check	11/04/2021	5486	KLEINDORFER HA...	X	-14.30	-11,475.84
Check	11/11/2021	5490	FIRST INSURANCE...	X	-8,011.00	-19,486.84
Check	11/11/2021	5487	PINE GROVE MARI...	X	-201.59	-19,688.43
Check	11/11/2021	5489	INDUSTRIAL SERV...	X	-72.62	-19,761.05
Check	11/11/2021	5491	AIM MEDIA INDIANA	X	-21.05	-19,782.10
Check	11/11/2021	5488	RUMPKE OF INDIA...	X	-20.00	-19,802.10
Check	11/18/2021	5495	PREMIER COMPAN...	X	-3,879.89	-23,681.99
Check	11/18/2021	5497	CHRISTOPHER B B...	X	-1,377.00	-25,058.99
Check	11/18/2021	5498	DOTLICH CRANE	X	-799.00	-25,857.99
Check	11/18/2021	5496	IZZY'S RENTAL	X	-170.00	-26,027.99
Check	11/18/2021	5492	STAPLES CREDIT ...	X	-61.76	-26,089.75
Check	11/18/2021	5494	GATEHOUSE MEDI...	X	-22.54	-26,112.29
Check	11/24/2021	5499	SCI REMC	X	-318.00	-26,430.29
General Journal	11/30/2021			X	-7,339.33	-33,769.62
General Journal	11/30/2021			X	-5,880.35	-39,649.97
<b>Total Checks and Payments</b>					-39,649.97	-39,649.97
<b>Deposits and Credits - 7 items</b>						
General Journal	10/31/2021			X	72.00	72.00
General Journal	10/31/2021			X	90.00	162.00
General Journal	11/01/2021			X	6,504.00	6,666.00
General Journal	11/11/2021			X	162.00	6,828.00
General Journal	11/11/2021			X	320.00	7,148.00
General Journal	11/16/2021			X	18.00	7,166.00
General Journal	11/16/2021			X	36.00	7,202.00
<b>Total Deposits and Credits</b>					7,202.00	7,202.00
<b>Total Cleared Transactions</b>					-32,447.97	-32,447.97
<b>Cleared Balance</b>					-32,447.97	382,726.86
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 8 items</b>						
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	08/21/2021	5430	ENGRAVING & STA...		-14.02	-2,514.99
Check	11/18/2021	5493	COMCAST CABLE		-315.76	-2,830.75
Check	11/24/2021	5501	YOUNG TRUCKING...		-581.91	-3,412.66
Check	11/24/2021	5500	CARMIN PARKER PC		-40.00	-3,452.66
General Journal	11/30/2021				-626.99	-4,079.65
<b>Total Checks and Payments</b>					-4,079.65	-4,079.65
<b>Deposits and Credits - 1 item</b>						
General Journal	04/27/2021				18.00	18.00
<b>Total Deposits and Credits</b>					18.00	18.00
<b>Total Uncleared Transactions</b>					-4,061.65	-4,061.65

8:10 PM

12/08/21

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 11/30/2021

Type	Date	Num	Name	Clr	Amount	Balance
Register Balance as of 11/30/2021					-36,509.62	378,665.21
<b>New Transactions</b>						
<b>Checks and Payments - 6 items</b>						
Check	12/03/2021	5502	Old National Wealth ...		-42,550.00	-42,550.00
Check	12/08/2021	5508	SCHELL MARINA, L...		-390.24	-42,940.24
Check	12/08/2021	5507	KLEINDORFER HA...		-386.80	-43,327.04
Check	12/08/2021	5505	B & B WATER CORP		-214.57	-43,541.61
Check	12/08/2021	5504	LOWE'S COMPANI...		-120.56	-43,662.17
Check	12/08/2021	5506	RUMPKE OF INDIA...		-20.00	-43,682.17
Total Checks and Payments					-43,682.17	-43,682.17
Total New Transactions					-43,682.17	-43,682.17
Ending Balance					-80,191.79	334,983.04

**Date:** December 16, 2021

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman**  
**Treasurer**

**(Report of Claims - October 2021)**

(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 \$29,578.89

Dated this 16th Day of December, 2021

**Signature of Governing Board**

*Pam Dugan*

Pam Dugan (Jan 3, 2022 15:54 EST)

**PAM DUGAN, CHAIRMAN**

*MJB*

Mary J Brown (Jan 3, 2022 17:20 EST)

**MARY JANE BROWN, VICE-CHAIR**

*Deborah L. Ladyman*

Deborah L. Ladyman (Jan 3, 2022 14:27 EST)

**DEBRA LADYMAN, TREASURER**

*: M*

Michael W. Klitzing (Jan 3, 2022 17:17 EST)

**MICHAEL KLITZING, Sub-Area I**

*Steven L Priddy*

Steven L Priddy (Jan 3, 2022 15:37 EST)

**STEVEN PRIDDY, Sub-Area IV**

*Les Wadzinski*

Les Wadzinski (Jan 4, 2022 09:53 EST)

**LES WADZINSKI, Sub-Area V**

**MICHAEL BLACKWELL, Sub-Area VII**



**LAKE LEMON CONSERVANCY**  
**Check Detail**  
October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	10/10/2021	VISA		1000 · Peoples Stat...		-744.03
				Jet ski Registration	6180 · Postage	-26.35	26.35
				Indy Parking	6170 · Miscellaneou...	-65.00	65.00
				Zoom	6410 · Subscriptions	-14.99	14.99
				GMC Oil Change	6530 · Truck	-74.35	74.35
				GPS UNIT	6160 · Printer, Copie...	-449.99	449.99
				Life Jacket Refund	6270 · Boat Equipm...	157.98	-157.98
				Zoom	6410 · Subscriptions	-14.99	14.99
				2 inch pump hose	6661 · Disposal Site...	-236.97	236.97
				STeve Priddy Name Plate	6680 · Other Service...	-14.02	14.02
					6680 · Other Service...	-5.35	5.35
TOTAL						-744.03	744.03
Check	5461	10/08/2021	INDIANA STATE CE...		1000 · Peoples Stat...		-270.00
					2040 Child Support	-270.00	270.00
TOTAL						-270.00	270.00
Check	5462	10/07/2021	US POST MASTER		1000 · Peoples Stat...		-116.00
			Stamps for Watkins Mailings	6180 · Postage		-116.00	116.00
TOTAL						-116.00	116.00
Check	5463	10/08/2021	SPC, INC.		1000 · Peoples Stat...		-225.00
			Office Bug Spray Treatment	6510 · Building & Gr...		-225.00	225.00
TOTAL						-225.00	225.00
Check	5464	10/08/2021	B & B WATER CORP		1000 · Peoples Stat...		-196.79
				6470 · Water		-196.79	196.79
TOTAL						-196.79	196.79
Check	5465	10/08/2021	AQUATIC CONTRO...		1000 · Peoples Stat...		-7,441.20
			Lotus Treatment	6570 · Lake Weed T...		-7,441.20	7,441.20

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-7,441.20	7,441.20
Check	5466	10/08/2021	BLOOMINGTON H...		1000 · Peoples Stat...		-23.96
				Wasp Spray	6240 · Building & Gr...	-23.96	23.96
TOTAL						-23.96	23.96
Check	5467	10/08/2021	BLUE TIDE PRODU...		1000 · Peoples Stat...		-120.00
				Website Hosting	6410 · Subscriptions	-120.00	120.00
TOTAL						-120.00	120.00
Check	5468	10/08/2021	RUMPKE OF INOIA...		1000 · Peoples Stat...		-40.00
				Spillway Trash	6480 · Trash	-40.00	40.00
TOTAL						-40.00	40.00
Check	5469	10/13/2021	INOUSTRIAL SERV...		1000 · Peoples Stat...		-128.61
				Hydraulic Hose-Dozer	6251 · Dredging Sup...	-128.61	128.61
TOTAL						-128.61	128.61
Check	5470	10/13/2021	N. ANOERSON EX...		1000 · Peoples Stat...		-1,810.00
				Mowing	6310 · Grass	-1,810.00	1,810.00
TOTAL						-1,810.00	1,810.00
Check	5471	10/13/2021	STAPLES CREDIT ...		1000 · Peoples Stat...		-50.51
				Office Supplies	6190 · General Busi...	-50.51	50.51
TOTAL						-50.51	50.51
Check	5472	10/22/2021	INDIANA STATE CE...		1000 · Peoples Stat...		-270.00
					2040 · Child Support	-270.00	270.00
TOTAL						-270.00	270.00

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**October 2021**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	5473	10/29/2021	WATKINS ACCOUN...		1000 · Peoples Stat...		-450.00
					6300 · Accounting S...	-450.00	450.00
TOTAL						-450.00	450.00
Check	5474	10/29/2021	INDUSTRIAL SERV...		1000 · Peoples Stat...		0.00
TOTAL						0.00	0.00
Check	5475	10/29/2021	IZZY'S RENTAL		1000 · Peoples Stat...		-170.00
					6490 · Port-O-Lets	-170.00	170.00
TOTAL						-170.00	170.00
Check	5476	10/29/2021	SCI REMC		1000 · Peoples Stat...		-307.00
					6460 · Electric	-307.00	307.00
TOTAL						-307.00	307.00
Check	5477	10/29/2021	MONSTER TRASH		1000 · Peoples Stat...		-206.00
					6480 · Trash	-206.00	206.00
TOTAL						-206.00	206.00
Check	5478	10/29/2021	OUBOIS COUNTY T...		1000 · Peoples Stat...		-3,549.27
			Dump Truck Tire Replacement		6541 · Dredging Equ...	-3,549.27	3,549.27
TOTAL						-3,549.27	3,549.27
Check	5479	10/29/2021	COMCAST CABLE		1000 · Peoples Stat...		-305.76
					6370 · Phone, LDT, ...	-305.76	305.76
TOTAL						-305.76	305.76
Check	5480	10/29/2021	RICHARDS SMALL ...		1000 · Peoples Stat...		-27.94

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**October 2021**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			Chainsaw Filter and SParkplug		6240 · Building & Gr...	-27.94	27.94
TOTAL						-27.94	27.94
Check	5481	10/29/2021	AQUATIC CONTRO...		1000 · Peoples Stat...		0.00
TOTAL						0.00	0.00
Check	5482	10/29/2021	SCIENTIFIC METH...		1000 · Peoples Stat...		-665.00
			Ecoli Source Testing		6560 · Water Testing	-665.00	665.00
TOTAL						-665.00	665.00
Check	5483	10/29/2021	CARMIN PARKER PC		1000 · Peoples Stat...		-2,562.48
			Hearing and Public Records request		6320 · Attorney	-2,562.48	2,562.48
TOTAL						-2,562.48	2,562.48

Total: \$19,679.55

# LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

October 2021

	Allender, Clinton L			Behrman, Harlan			Brown, Andrew M			Casey, Adam W		
	Hours	Rate	Oct 21	Hours	Rate	Oct 21	Hours	Rate	Oct 21	Hours	Rate	Oct 21
<b>Employee Wages, Taxes and Adjustments</b>												
Gross Pay												
Salary-6000			0.00			0.00			0.00			5,461.54
Salary-6001			0.00			0.00			0.00			0.00
Reg. Pay-6070			0.00	61	9.50	579.50	80.5	10.50	845.25			0.00
Reg. Pay-6110			0.00			0.00			0.00			0.00
Reg. Pay-6111		33.00	0.00			0.00			0.00			0.00
Reg. Pay-6112	24	33.00	792.00			0.00			0.00			0.00
Reg. Pay-6113			0.00			0.00			0.00			0.00
Reg. Pay-6114			0.00			0.00			0.00			0.00
Reg. Pay-6115	50	33.00	1,650.00			0.00			0.00			0.00
Reg. Pay-6116			0.00			0.00			0.00			0.00
<b>Total Gross Pay</b>	<b>74</b>		<b>2,442.00</b>	<b>61</b>		<b>579.50</b>	<b>80.5</b>		<b>845.25</b>			<b>5,461.54</b>
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			0.00
Insurance			0.00			0.00			0.00			0.00
Retirement			0.00			0.00			0.00			-327.70
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>-327.70</b>
<b>Adjusted Gross Pay</b>	<b>74</b>		<b>2,442.00</b>	<b>61</b>		<b>579.50</b>	<b>80.5</b>		<b>845.25</b>			<b>5,133.84</b>
Taxes Withheld												
Federal Withholding			-241.00			-25.00			-51.00			-808.00
Medicare Employee			-35.40			-8.41			-12.25			-79.19
Social Security Employee			-151.40			-35.93			-52.40			-338.61
IN - Withholding			-78.88			-18.71			-27.30			-165.82
Law. Co.			-42.73			0.00			0.00			0.00
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			0.00			-7.79			-11.36			-56.22
<b>Total Taxes Withheld</b>			<b>-549.41</b>			<b>-95.84</b>			<b>-154.31</b>			<b>-1,447.84</b>
Deductions from Net Pay												
Child Support			-540.00			0.00			0.00			0.00
Docket Fee			0.00			0.00			0.00			0.00
<b>Total Deductions from Net Pay</b>			<b>-540.00</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>
<b>Net Pay</b>	<b>74</b>		<b>1,352.59</b>	<b>61</b>		<b>483.66</b>	<b>80.5</b>		<b>690.94</b>			<b>3,686.00</b>
Employer Taxes and Contributions												
Federal Unemployment			0.00			3.48			0.00			0.00
Medicare Company			35.40			8.41			12.25			79.19
Social Security Company			151.40			35.93			52.40			338.61
IN - Unemployment Company			0.00			2.90			4.22			0.00
<b>Total Employer Taxes and Contributions</b>			<b>186.80</b>			<b>50.72</b>			<b>68.87</b>			<b>417.80</b>

# LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

October 2021

	Snooks, Franklin A			Terrell, Leroy			TOTAL		
	Hours	Rate	Oct 21	Hours	Rate	Oct 21	Hours	Rate	Oct 21
<b>Employee Wages, Taxes and Adjustments</b>									
Gross Pay									
Salary-6000			0.00			0.00			5,461.54
Salary-6001			2,861.54			0.00			2,861.54
Reg. Pay-6070		11.50	0.00			0.00	141.50		1,424.75
Reg. Pay-6110		11.50	0.00			0.00			0.00
Reg. Pay-6111			0.00			0.00			0.00
Reg. Pay-6112			0.00			0.00	24.00		792.00
Reg. Pay-6113			0.00		18.50	0.00			0.00
Reg. Pay-6114			0.00	56.5	18.50	1,045.25	56.50		1,045.25
Reg. Pay-6115			0.00			0.00	50.00		1,650.00
Reg. Pay-6116			0.00	50	18.50	925.00	50.00		925.00
Total Gross Pay			2,861.54	106.5		1,970.25	322.00		14,160.08
Deductions from Gross Pay									
Emp HSA			0.00			0.00			0.00
Insurance			0.00			0.00			0.00
Retirement			-85.84			0.00			-413.54
Total Deductions from Gross Pay			-85.84			0.00			-413.54
Adjusted Gross Pay			2,775.70	106.5		1,970.25	322.00		13,746.54
Taxes Withheld									
Federal Withholding			-292.00			-180.00			-1,597.00
Medicare Employee			-41.49			-28.56			-205.30
Social Security Employee			-177.41			-122.16			-877.91
IN - Withholding			-89.66			-63.64			-444.01
Law. Co.			0.00			-34.48			-77.21
Medicare Employee Addl Tax			0.00			0.00			0.00
Monroe Co.			-30.40			0.00			-105.77
Total Taxes Withheld			-630.96			-428.84			-3,307.20
Deductions from Net Pay									
Child Support			0.00			0.00			-540.00
Docket Fee			0.00			0.00			0.00
Total Deductions from Net Pay			0.00			0.00			-540.00
Net Pay			<u>2,144.74</u>	<u>106.5</u>		<u>1,541.41</u>	<u>322.00</u>		<u>9,899.34</u>
Employer Taxes and Contributions									
Federal Unemployment			0.00			0.00			3.48
Medicare Company			41.49			28.56			205.30
Social Security Company			177.41			122.16			877.91
IN - Unemployment Company			0.00			0.00			7.12
Total Employer Taxes and Contributions			<u>218.90</u>			<u>150.72</u>			<u>1,093.81</u>

**Date:** December 16, 2021

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman**  
**Treasurer**

**(Report of Claims - November 2021)**

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$64,433.84

Dated this 16th Day of December, 2021

**Signature of Governing Board**

*Pam Dugan*

Pam Dugan (Jan 3, 2022 15:52 EST)

**PAM DUGAN, CHAIRMAN**

*Mary J Brown*

Mary J Brown (Jan 3, 2022 17:21 EST)

**MARY JANE BROWN, VICE-CHAIR**

*Deborah L Ladyman*

Deborah L Ladyman (Jan 3, 2022 14:27 EST)

**DEBRA LADYMAN, TREASURER**

*Michael W. Klitzing*

Michael W. Klitzing (Jan 3, 2022 17:18 EST)

**MICHAEL KLITZING, Sub-Area I**

*Steven Priddy*

Steven Priddy (Jan 3, 2022 15:38 EST)

**STEVEN PRIDDY, Sub-Area IV**

*Les Wadzinski*

Les Wadzinski (Jan 4, 2022 09:53 EST)

**LES WADZINSKI, Sub-Area V**

**MICHAEL BLACKWELL, Sub-Area VII**

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2021**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	11/04/2021	VISA		1000 · Peoples Stat...		-72.99
				Stamps	6180 · Postage	-58.00	58.00
				Zoom	6410 · Subscriptions	-14.99	14.99
TOTAL						-72.99	72.99
Check	1000	11/24/2021	UNITED EXCAVATI...		1080 · Constructio...		-40,050.00
			South Shore disposal site, 1st Payment		6750 · Sediment Miti...	-40,050.00	40,050.00
TOTAL						-40,050.00	40,050.00
Check	5484	11/04/2021	CHRISTOPHER B ...		1000 · Peoples Stat...		-884.50
			South Shore Site Work with contractor		6330 · Consulting E...	-884.50	884.50
TOTAL						-884.50	884.50
Check	5485	11/04/2021	B & B WATER CORP		1000 · Peoples Stat...		-180.60
					6470 · Water	-180.60	180.60
TOTAL						-180.60	180.60
Check	5486	11/04/2021	KLEINDORFER HA...		1000 · Peoples Stat...		-14.30
			No trespass Signs		6240 · Building & Gr...	-14.30	14.30
TOTAL						-14.30	14.30
Check	5487	11/11/2021	PINE GROVE MARI...		1000 · Peoples Stat...		-201.59
			Motor Winterization Supplies		6250 · Boat/Weed H...	-201.59	201.59
TOTAL						-201.59	201.59
Check	5488	11/11/2021	RUMPKE OF INDIA...		1000 · Peoples Stat...		-20.00
			Spillway trash can		6480 · Trash	-20.00	20.00
TOTAL						-20.00	20.00



**LAKE LEMON CONSERVANCY**  
**Check Detail**  
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	5489	11/11/2021	INDUSTRIAL SERV...		1000 · Peoples Stat...		-72.62
			Case Bucket Hoses	6251 · Dredging Sup...		-72.62	72.62
TOTAL						-72.62	72.62
Check	5490	11/11/2021	FIRST INSURANCE...		1000 · Peoples Stat...		-8,011.00
				6450 · Insurance		-8,011.00	8,011.00
TOTAL						-8,011.00	8,011.00
Check	5491	11/11/2021	AIM MEDIA INDIANA		1000 · Peoples Stat...		-21.05
			Brown County Election notice	6430 · Ads		-21.05	21.05
TOTAL						-21.05	21.05
Check	5492	11/18/2021	STAPLES CREDIT ...		1000 · Peoples Stat...		-61.76
			Election Postcards	6440 · Other		-61.76	61.76
TOTAL						-61.76	61.76
Check	5493	11/18/2021	COMCAST CABLE		1000 · Peoples Stat...		-315.76
				6370 · Phone, LDT, ...		-315.76	315.76
TOTAL						-315.76	315.76
Check	5494	11/18/2021	GATEHOUSE MEDI...		1000 · Peoples Stat...		-22.54
			Herald Times Election notice	6430 · Ads		-22.54	22.54
TOTAL						-22.54	22.54
Check	5495	11/18/2021	PREMIER COMPA...		1000 · Peoples Stat...		-3,879.89
				6200 · Regular Gas		-2,027.40	2,027.40
				6210 · Diesel		-1,852.49	1,852.49
TOTAL						-3,879.89	3,879.89
Check	5496	11/18/2021	IZZY'S RENTAL		1000 · Peoples Stat...		-170.00

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6490 Port-O-Lets	-170.00	170.00
TOTAL						-170.00	170.00
Check	5497	11/18/2021	CHRISTOPHER B ...		1000 Peoples Stat...		-1,377.00
			Work with disposal Contractor		6330 Consulting E...	-1,377.00	1,377.00
TOTAL						-1,377.00	1,377.00
Check	5498	11/18/2021	DOTLICH CRANE		1000 Peoples Stat...		-799.00
			Remove pUshboat and Place Counter weight		6661 Disposal Site...	-799.00	799.00
TOTAL						-799.00	799.00
Check	5499	11/24/2021	SCI REMC		1000 Peoples Stat...		-318.00
					6460 Electric	-318.00	318.00
TOTAL						-318.00	318.00
Check	5500	11/24/2021	CARMIN PARKER PC		1000 Peoples Stat...		-40.00
			Correspondence regarding hearing		6320 Attorney	-40.00	40.00
TOTAL						-40.00	40.00
Check	5501	11/24/2021	YOUNG TRUCKING...		1000 Peoples Stat...		-581.91
			Possum Trot Stone for Drive		6661 Disposal Site...	-581.91	581.91
TOTAL						-581.91	581.91

Total: \$57,094.51

# LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

November 2021

	Behrman, Harlan			Brown, Andrew M			Casey, Adam W			Snooks, Franklin A		
	Hours	Rate	Nov 21	Hours	Rate	Nov 21	Hours	Rate	Nov 21	Hours	Rate	Nov 21
<b>Employee Wages, Taxes and Adjustments</b>												
Gross Pay												
Salary-6000			0.00			0.00			5,461.54			0.00
Salary-6001			0.00			0.00			0.00			1,430.77
Reg. Pay-6070	75.5	9.50	717.25	37.5	10.50	393.75			0.00	11.50		0.00
Reg. Pay-6110			0.00			0.00			0.00	11.50		0.00
Reg. Pay-6113			0.00			0.00			0.00			0.00
Reg. Pay-6114			0.00			0.00			0.00			0.00
Reg. Pay-6116			0.00			0.00			0.00			0.00
<b>Total Gross Pay</b>	<b>75.5</b>		<b>717.25</b>	<b>37.5</b>		<b>393.75</b>			<b>5,461.54</b>			<b>1,430.77</b>
Deductions from Gross Pay												
Emp HSA			0.00			0.00			0.00			0.00
Insurance			0.00			0.00			0.00			0.00
Retirement			0.00			0.00			-327.70			-42.92
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>			<b>-327.70</b>			<b>-42.92</b>
<b>Adjusted Gross Pay</b>	<b>75.5</b>		<b>717.25</b>	<b>37.5</b>		<b>393.75</b>			<b>5,133.84</b>			<b>1,387.85</b>
Taxes Withheld												
Federal Withholding			-39.00			-15.00			-808.00			-146.00
Medicare Employee			-10.40			-5.71			-79.19			-20.75
Social Security Employee			-44.47			-24.42			-338.62			-88.71
IN - Withholding			-23.16			-12.72			-165.82			-44.83
Law. Co.			0.00			0.00			0.00			0.00
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00
Monroe Co.			-9.65			-5.30			-56.22			-15.20
<b>Total Taxes Withheld</b>			<b>-126.68</b>			<b>-63.15</b>			<b>-1,447.85</b>			<b>-315.49</b>
<b>Net Pay</b>	<b>75.5</b>		<b>590.57</b>	<b>37.5</b>		<b>330.60</b>			<b>3,685.99</b>			<b>1,072.36</b>
<b>Employer Taxes and Contributions</b>												
Federal Unemployment			4.30			0.00			0.00			0.00
Medicare Company			10.40			5.71			79.19			20.75
Social Security Company			44.47			24.42			338.62			88.71
IN - Unemployment Company			3.59			1.97			0.00			0.00
<b>Total Employer Taxes and Contributions</b>			<b>62.76</b>			<b>32.10</b>			<b>417.81</b>			<b>109.46</b>

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2021

	Terrell, Leroy			TOTAL		
	Hours	Rate	Nov 21	Hours	Rate	Nov 21
<b>Employee Wages, Taxes and Adjustments</b>						
Gross Pay						
Salary-6000			0.00			5,461.54
Salary-6001			0.00			1,430.77
Reg. Pay-6070			0.00	113.00		1,111.00
Reg. Pay-6110			0.00			0.00
Reg. Pay-6113		18.50	0.00			0.00
Reg. Pay-6114	115	18.50	2,127.50	115.00		2,127.50
Reg. Pay-6116		18.50	0.00			0.00
<b>Total Gross Pay</b>	<b>115</b>		<b>2,127.50</b>	<b>228.00</b>		<b>10,130.81</b>
Deductions from Gross Pay						
Emp HSA			0.00			0.00
Insurance			0.00			0.00
Retirement			0.00			-370.62
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>-370.62</b>
<b>Adjusted Gross Pay</b>	<b>115</b>		<b>2,127.50</b>	<b>228.00</b>		<b>9,760.19</b>
Taxes Withheld						
Federal Withholding			-199.00			-1,207.00
Medicare Employee			-30.85			-146.90
Social Security Employee			-131.90			-628.12
IN - Withholding			-68.71			-315.24
Law. Co.			-37.23			-37.23
Medicare Employee Addl Tax			0.00			0.00
Monroe Co.			0.00			-86.37
<b>Total Taxes Withheld</b>			<b>-467.69</b>			<b>-2,420.86</b>
<b>Net Pay</b>	<b>115</b>		<b>1,659.81</b>	<b>228.00</b>		<b>7,339.33</b>
<b>Employer Taxes and Contributions</b>						
Federal Unemployment			0.00			4.30
Medicare Company			30.85			146.90
Social Security Company			131.90			628.12
IN - Unemployment Company			0.00			5.56
<b>Total Employer Taxes and Contributions</b>			<b>162.75</b>			<b>784.88</b>

12 MONTH CD – XXXXX4067 ▼

Account information

Current balance	Interest rate
\$43,562.73	0.40%
Accrued interest	Term
\$6.21	12 months
Next interest payment Dec 29, 2021	Interest paid 2021
\$43.46	\$130.87
Pay interest to	Interest paid 2020
REGULAR SAVINGS XXXXX6779	\$0.00
Maturity date	
Dec 30, 2021	

Hide details ▲

Search transactions

Amount	Date	Switch to range
--------	------	-----------------

12 MONTH CD – XXXXX2722 ▼

Account information

Current balance	Interest rate
\$10,434.63	0.20%
Accrued interest	Term
\$0.17	12 months
Next interest payment Jan 09, 2022	Interest paid 2021
\$5.26	\$60.15
Pay interest to	Interest paid 2020
This account	\$160.99
Maturity date	
Jan 10, 2022	

Hide details ▲

Search transactions

Amount	Date	Switch to range
--------	------	-----------------

**RESOLUTION 10-21-08**

**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 "2022 Fees and Charges" schedule is approved.

**PRESENTED** to the Board of Directors of the Lake Lemon Conservancy District this 28th day of October 2021.

**ADOPTED BY THE FOLLOWING VOTE:**

<u><b>AYE</b></u>	<u><b>NAY</b></u>	<u><b>ABSTAIN</b></u>
<u><i>Pam Dugan</i></u> <small>Pam Dugan (Dec 22, 2021 09:56 EST)</small> <b>PAM DUGAN, CHAIRMAN</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<u><i>MJBrown</i></u> <small>MJBrown (Dec 22, 2021 07:15 EST)</small> <b>MARY JANE BROWN, VICE-CHAIR</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<u><i>Deborah L. Ladyman</i></u> <small>Deborah L. Ladyman (Dec 21, 2021 16:16 EST)</small> <b>DEBRA LADYMAN, TREASURER</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<u><i>[Signature]</i></u> <small>Michael W. Klitzing (Dec 21, 2021 18:08 EST)</small> <b>MICHAEL KLITZING, Sub-Area I</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<u><i>Steven Priddy</i></u> <small>Steven Priddy (Dec 21, 2021 16:05 EST)</small> <b>STEVEN PRIDDY, Sub-Area IV</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<u><i>[Signature]</i></u> <small>Lester Wadzinski (Dec 21, 2021 19:33 EST)</small> <b>LES WADZINSKI, Sub-Area V</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<hr style="border: 0; border-top: 1px solid black; width: 100%;"/> <b>MIKE BLACKWELL, Sub-Area VII</b>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>	<hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
<b>ATTEST:</b> <u><i>Adam Casey</i></u> <small>Adam Casey (Dec 21, 2021 15:58 EST)</small> LLCD District Manager		

**Lake Lemon Conservancy District  
2022 Fees and Charges**

<b>Annual Boat Permits*</b>	<b>2022** Resident</b>	<b>2021 Resident</b>	<b>2020 Resident</b>	<b>2022** Non- Resident</b>	<b>2021 Non- Resident</b>	<b>2020 Non- Resident</b>
All boats with motors 10 HP and larger	<b>\$74.00</b>	\$72.00	\$70.00	<b>\$110.00</b>	100.00	\$100.00
All boats with motors less than 10 HP including row boats and sail boats	<b>\$50.00</b>	\$46.00	\$45.00	<b>\$78.00</b>	\$72.00	\$70.00
Personal Water Craft	<b>\$150.00</b>	\$130.00	\$125.00	<b>\$185.00</b>	\$175.00	\$165.00
Commercial Guide Boat Fee	<b>\$500.00</b>	\$500.00	\$500.00	<b>\$500.00</b>	\$500.00	\$500.00
<b>Daily Boat Permits***</b>	<b>2022 Resident</b>	<b>2021 Resident</b>	<b>2020 Resident</b>	<b>2022 Non- Resident</b>	<b>2021 Non- Resident</b>	<b>2020 non- Resident</b>
All boats with motors 10 HP and larger	<b>\$13.50</b>	\$13.00	\$12.00	<b>\$13.50</b>	\$13.00	\$12.00
All boats with motors less than 10 HP including row boats and sail boats	<b>\$10.00</b>	\$9.00	\$8.00	<b>\$10.00</b>	\$9.00	\$8.00
Personal Water Craft	<b>\$22.00</b>	\$21.00	\$20.00	<b>\$22.00</b>	\$21.00	\$20.00
<b>Boat Launch (ramp) Fees - Riddle Point Park</b>	<b>2022 Resident</b>	<b>2021 Resident</b>	<b>2020 Resident</b>	<b>2022 Non- Resident</b>	<b>2021 Non- Resident</b>	<b>2020 non- Resident</b>
Daily	<b>\$6.50</b>	\$5.00	\$5.00	<b>\$6.50</b>	\$5.00	\$5.00
Annual	<b>\$37.00</b>	\$36.00	\$33.00	<b>\$37.50</b>	\$36.00	\$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.



<b>Fishing Tournaments</b>	<b>2022</b>	<b>2021</b>	<b>2019</b>
Application Fee Per Tournament	\$85.00	\$75.00	\$50.00

<b>Sub-Lease Fees</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
Sublease Agreement Fee (Discount of \$40 if paid by March 1 <sup>st</sup> )	\$230.00	\$190.00	\$190.00
Commercial Sublease Agreement Fee	\$600.00	\$500.00	\$500.00

<b>Commercial Marina Fees</b>		<b>2022</b>	<b>2021</b>	<b>2020</b>
Annual Fee		\$1200.00	\$1000.00	\$1000.00
Occupied Wet Boat Slips		\$90.00/slip	\$75.00/slip	\$75.00/slip
Occupied PWC Slips		\$45.00/slip	\$37.50/slip	\$37.50/slip
	<b>Not for Profit / Educational Yacht and Sailing Club Fees</b>			
Annual Fee		\$600.00	\$500.00	\$500.00
Occupied Wet Boat Slips		\$45.00/slip	\$37.50/slip	\$37.50/slip

<b>Riddle Point Park Fees</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
Special Use Fee	\$360.00/day/event	\$300.00/day/event	\$250.00/day/event
Shelter Fee (+\$100.00 refundable damage deposit)	\$150.00 per day	\$125.00 per day	\$125.00 per day

<b>Riddle Point Park Entrance Fees</b>	<b>2022</b> (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	<b>2021</b> (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	<b>2020</b> (Memorial Day Weekend to Labor Day Weekend, 7 days per week)
Daily Admission Fee	\$10.00/motorized vehicle	\$9.00/motorized vehicle	\$8.00/motorized vehicle
Seasonal Pass Admission Fee	\$70.00/motorized vehicle	\$65.00/motorized vehicle	\$60.00/motorized vehicle

<b>Administrative Fees</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
Public Record Copy Charge	\$0.10 per page	\$0.10 per page	\$0.10 per page

<b>Barge Fees</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
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)	\$200.00/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

STATEMENT OF SALARIES AND WAGES  
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES  
CALENDAR YEAR 2022

Lake Lemon Conservancy District, Brown & Monroe County, Indiana  
(Name of Office, Department, Board or Agency)

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named offices, department, board or agency during the calendar year.

FULL TIME SALARIES OFFICERS AND EMPLOYEES

Title of Position or Employees Classification	Number	Rate of Monthly Salary	Total Annual Salaries
District Manager	1	\$	\$68,250.00
Operations Supervisor	1		\$40,000.00
Equipment Operations Supervisor	1		\$40,000.00
Totals	3	\$	\$148,250.00

PART TIME AND HOURLY RATED EMPLOYEES

Title of Position or Employee Classification	Rate of Pay*
Push Boat Operator	\$ 19.00 Per Hour
Administrative Assistant	15.00 Hour
Lake Patrol	12.00 Hour
Gate/Park Attendant	12.00 Hour

\*Show rate of pay per month, week, day, hour, etc

Submitted By:

(Signature)

Date

Thursday, December 16th, 2021

Board Treasurer

(Title)

NOTES:

- (1) This statement must be filed IN DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.
- (2) The number and salaries to be paid full time officers and employees must be fixed by the County Council. The rates of pay for part time and hourly employees shall likewise be fixed by the County Council but the number to be employed is limited only by the funds appropriated. Therefore, the amount to be requested in the budget for part time and hourly employees need not be included in this statement.
- (3) The County Auditor shall complete the reverse side of this form and return one copy to the officer or head of the department, board of agency within 3 days after action thereon by the County Council.

Resolution 12-21-10

2021 Encumbered Funds: United Earthworks Contract

**WHEREAS**, it has been determined that it is necessary to encumber 2021 funds for the United Earthwork, South Shore Disposal Site Contract, into the 2022 Fiscal Year;

Sec. 1. Be it resolved by the Board of Directors of the Lake Lemon Conservancy District in Brown and Monroe Counties, that for the expenses of the taxing unit the following unpaid 2021 contract amount be encumbered into the 2022 fiscal year.

Fund Name: General Fund

Find Line Item: 6750-Sediment Mitigation

Contract: United Excavating, Disposal Site Earthwork

Original Contract Price: \$432,686.94

Amount Paid to Date: \$155,250.00

Amount Unpaid/ to be encumbered: \$277,436.94

Reason: Substantial Completion of the contracted earthwork will not be accomplished in time for final payment to be made in 2021. Upon application for substantial completion payment by United Earthwork, a current condition Site Survey will need to take place to determine final quantity of earthwork performed as contract is based on unit cost. LLCD's contracted engineers will assess site survey to determine appropriate final payment and completed amount of contracted work. Final Payment will be made upon engineer's assessment and approval.

ADOPTED BY THE FOLLOWING VOTE:

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<u>Pam Dugan</u> Pam Dugan (Dec 22, 2021 08:44 EST)		
<b>PAM DUGAN, CHAIRMAN</b>		
<u>MJBrown</u> MJBrown (Dec 22, 2021 07:16 EST)		
<b>MARY JANE BROWN, VICE-CHAIR</b>		
<u>Deborah L. Ladyman</u> Deborah L. Ladyman (Dec 21, 2021 16:12 EST)		
<b>DEBRA LADYMAN, TREASURER</b>		
<u>Michael W. Klitzing</u> Michael W. Klitzing (Dec 21, 2021 18:09 EST)		
<b>MICHAEL KLITZING, Sub-Area I</b>		
<u>steven Priddy</u> steven Priddy (Dec 21, 2021 16:04 EST)		
<b>STEVEN PRIDDY, Sub-Area IV</b>		
<u>Lester Wadzinski</u> Lester Wadzinski (Dec 21, 2021 19:32 EST)		
<b>LES WADZINKSI, Sub-Area V</b>		
<b>MIKE BLACKWELL, Sub-Area VII</b>		

ATTEST: Adam Casey  
Adam Casey (Dec 21, 2021 16:03 EST)

LLCD District Manager



# Lake Lemon Conservancy District

January 4, 2022

Subject: 2022 Sublease Agreement

Dear Sublessee Freeholder:

Enclosed, please find the 2022 Surplus Parcel Sublease Agreement, and the 2022 Application for Sublease.

Please complete, sign and return the Application and Agreement documents with payment at your earliest convenience. The Sublease fee for 2022, as approved by the LLCD Board of Directors at its December 16, 2021 meeting, is \$380.00. **A discount of \$40.00** still applies if payment (**\$340.00**) is received at the LLCD office by **March 1<sup>st</sup> 2022**. Sublease documents received after March 1<sup>st</sup> are payable at the approved \$190.00 fee. Final date for Sublease renewal and fee payment is **May 31<sup>st</sup> 2022**. Subleases cannot be approved without a signed Sublease Agreement and Application for Sublease accompanying the fee payment.

If you **do not** plan to execute your Sublease, please inform the LLCD office by calling or faxing the below number(s).

Thank you for your support and adherence to the Conservancy District's rules of the lake relative to sublease docking activities. If you have any questions regarding your Sublease, please call the office.

Sincerely,

*Adam Casey*  
Manager

Enclosures

### **APPLICATION FOR 2022 SUBLEASE AGREEMENT**

The undersigned freeholder (sublessee) hereby applies to the Lake Lemon Conservancy District for a Surplus Parcel Sublease Agreement (Attached). A check in the amount of the sublease payment is enclosed along with a signed 2022 Surplus Parcel Sublease Agreement.

The boat(s) to be docked/moored at the sublease site are described as follows:

Owner	Lake Lemon Address	Indiana Boat Registration Number	2021 LLCD Boat Registration Number (if applicable)

I have read the 2022 Surplus Parcel Sublease Agreement, and understand that only boats:  
a.) owned by the freeholder (sublessee) signer of the agreement; b.) boats owned by tenants of sublessee rental property; c.) boats owned by a member of the sublessee's family, who is not a freeholder; and d.) boats owned by short-term renters/guests of sublessee may be moored at the sublease site/dock.

Sublessee Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Mailing Address \_\_\_\_\_  
Street City State Zip Code

Lake Address \_\_\_\_\_  
Street City State Zip Code

Telephone Number \_\_\_\_\_  
Home Lake Cell

Email Address \_\_\_\_\_



# *Lemon Conservancy District*

## **2022 SURPLUS PARCEL SUBLEASE AGREEMENT**

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

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

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

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

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

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

### **1. DEFINITIONS.**

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31<sup>st</sup> day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2022. The final due date for sublease fee payment shall be May 31, 2022 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 \_\_\_\_\_, 2022.

**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

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

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

## 2022 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 2022, the Port Hole shall pay a fee to LLCD, as follows:
  - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
  - b. The fee shall be paid on a calendar year basis, by March 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2022.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2022.

**PORT HOLE INN, INC:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Sands & Sands Properties, LLC  
Name Printed: \_\_\_\_\_

By: \_\_\_\_\_  
Adam Casey, LLCDC District Manager

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

**CITY OF BLOOMINGTON UTILITIES**

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

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

**For Office Use Only**

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

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

## **2022 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 2022, Pop's Dock shall pay a fee to LLCD, as follows:
  - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
  - b. The fee shall be paid on a calendar year basis, by March 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2022.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Pop's Dock may install one (1) dock accommodating a dock and lift work boat.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. Pop's Dock shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by Pop's Dock with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If Pop's Dock sells the real estate on which Pop's Dock is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by Pop's Dock. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Pop's Dock shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Pop's Dock fails to do so, LLCD may take such steps necessary to remove Pop's Dock's property and Pop's Dock shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from Pop's Dock. If Pop's Dock fails to pay the annual fee, or any debt owed to LLCD by Pop's Dock, a lien shall be recorded against the real estate owned by Pop's Dock until said debt is satisfied in full.
8. Pop's Dock, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2022.

**POP'S DOCK & LIFT, LLC:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

By: \_\_\_\_\_  
Adam Casey, LLCD District Manager

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

**CITY OF BLOOMINGTON UTILITIES**

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

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

For Office Use Only

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

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



# LAND USE AGREEMENT

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on December 16th, 2021 (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 31<sup>st</sup>, 2022, 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 2022 shall be made prior to January 31<sup>st</sup>, 2022. Thereafter, payment for calendar year 2023 shall be made on or before January 31, 2023; payment for calendar year 2024 shall be made on or before January 31, 2024. In the event that the Term of this agreement is extended beyond calendar year 2024 pursuant to Section 2.02 above, payment shall be made on or before the 31<sup>st</sup> 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, 2022 to December 31, 2022.
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 16th day of December, 2021.

**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

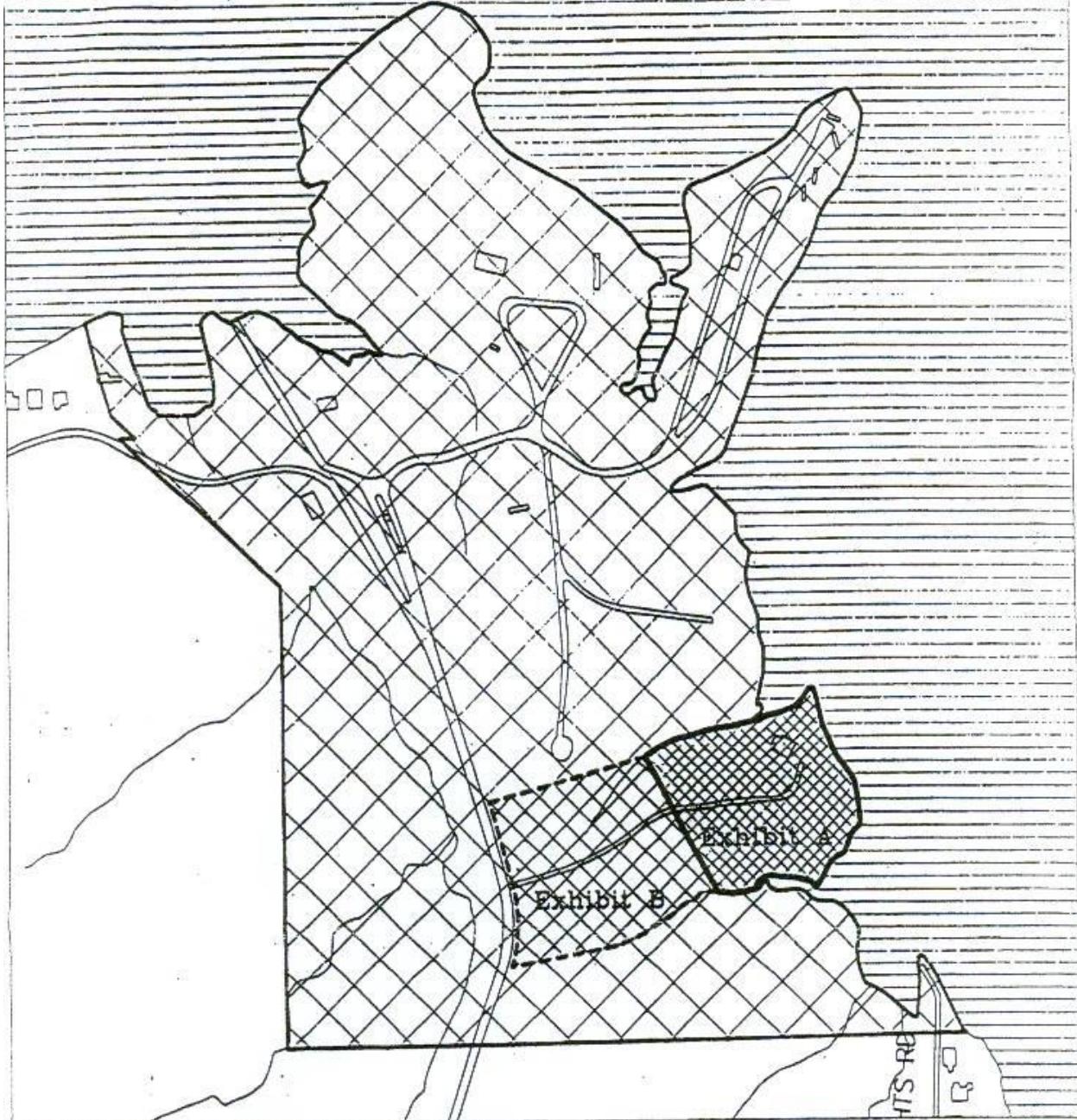
\_\_\_\_\_  
Date

\_\_\_\_\_  
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 2022, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Five Hundred Dollars (\$500.00) Not for Profit Marina Fee; and
  - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied/rented wet boat slips.
  - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Not for Profit Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2022.
  - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
    - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
    - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
- d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same

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

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 16th day of December, 2021.

**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 \_\_\_\_\_

## **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, 2022 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 16th day of December, 2021.

**RIDDLE POINT  
ROWING ASSOCIATION:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

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

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

Address: PO BOX 1161

Nashville, IN 47448



## **SPECIAL USE AGREEMENT**

This Special Use Agreement is made by and between the **City of Bloomington Utilities** (hereinafter “CBU”), **Lake Lemon Conservancy District** (hereinafter “LLCD”) and **Indiana University** (hereinafter “IU”).

### **WITNESSETH:**

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

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

WHEREAS, IU desires to secure a special use permit for access to the lake for a rowing course and rowing events associated with university athletics;

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

1. Lake Lemon Conservancy District (LLCD) and the CBU hereby issue a special use permit to IU to conduct competitive rowing events on Lake Lemon. This Agreement commences on January 1, 2022 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, IU has installed fixtures in Lake Lemon to create a rowing course on Lake Lemon. If the use of such fixtures is to be discontinued by IU or the special use permit revoked, canceled or terminated for any reason, IU shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of Indiana University. The parties acknowledge that in addition to the fixtures installed in Lake Lemon, as referenced above, IU may utilize temporary event fixtures, which fixtures shall be installed and removed on the day of the rowing event by IU.



3. IU shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCD or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by Indiana University. The minimum coverage for its insurance policy shall be One Million Dollars (\$1,000,000.00).
4. IU shall be solely responsible for providing and maintaining sanitary facilities, parking assistance, clean-up following an event, repair of any property damage resulting or arising from this Special Use Agreement and shall provide other event-related assistance at Riddle Point Park and Lake Lemon as reasonably requested by LLCD and CBU.
5. IU shall pay to LLCD a special use permit fee of Eight Hundred Dollars (\$800.00) for the Annual Dale England Cup Regatta on April 29th and 30th, 2022. 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 16th day of December 2021.

**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 16<sup>th</sup> day of December, 2021, by and between the Lake Lemon Conservancy District (“LLCD”) Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 (“Watkins”).

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2022 to December 31, 2022, 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 16th day of December, 2021, by and between the Lake Lemon Conservancy District (“LLCD”) and CARMINPARKER, PC, located at 116 West 6<sup>th</sup> Street, Suite 200, Bloomington, Indiana 47404 (“CARMINPARKER”).

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

1. Description of Services. CARMINPARKER, including Attorney Angela F. Parker and Gregory A. Bullman, shall provide the professional legal services as an attorney for LLCD at CARMINPARKER’s offices at 116 West 6<sup>th</sup>, Suite 200, Bloomington, Indiana 47404. Such services shall be provided as requested by LLCD and agreed upon by CARMINPARKER throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2022 to December 31, 2022, 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: \_\_\_\_\_

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## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 16th day of December, 2021, 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, 2022 to December 31, 2022, 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 \$52,888.00 in 2022 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**  
**Insurance Summary**  
**1/1/22 - 1/1/23**

COMMERCIAL PREMIUMS	21/22 Renewal	22/23 Renewal
Commercial Package	\$ 30,681	\$ 31,470
Commercial Auto	\$ 1,651	\$ 1,684
Workers Compensation	\$ 4,081	\$ 5,997
Umbrella	\$ 10,770	\$ 10,724
Crime	\$ 250	\$ 250
Directors & Officers	\$ 2,763	\$ 2,763
Total	\$ 50,196	\$ 52,888

**PROPERTY COVERAGES**

*provided through Bliss-McKnight*

Buildings	\$183,579	\$191,472
Business Personal Property	\$13,635	\$13,973
Deductible (self-insured retention - apply to all coverages)	\$500	\$500
Agreed Value	No	No
Coinurance	80%	80%
Special Cause of Loss	Included	Included
Replacement Cost	Included	Included
Terrorism Risk	Included	Included
Earthquake/Deductible	Excluded	Excluded
Flood/Deductible	Excluded	Excluded
Footings & Foundations	Excluded	Excluded
<i>Business Income</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000	\$10,000
Building glass - insured as part of building	Included	Included
Change in temperature/humidity as a result of covered loss	Excluded	Excluded
Off premises utility services (water, communication, power supply)	Excluded	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000	\$1,000
Fine Arts	\$10,000	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000	\$5,000
Underground Property	Excluded	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>	<i>\$250,000</i>
Ordinance of Law		

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

### CRIME COVERAGE

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

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

### CONTRACTOR'S EQUIPMENT

*provided through Bliss-McKnight*

<b><i>Mobile &amp; Contractors Equipment</i></b>	<b><i>\$303,310</i></b>	<b><i>\$303,310</i></b>
Watercraft Equipment	\$502,350	\$511,850
Floating Dock	\$18,000	\$18,000
Deductible on Equipment	\$1,000	\$1,000
Deductible on Floating Dock	\$500	\$500

### GENERAL LIABILITY COVERAGE

*provided by Bliss-McKnight*

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



Civil Rights Liability Deductible	\$2,500	\$2,500
Incidental Lifesaving & Rescue Services	Included	Included

#### DIRECTORS & OFFICERS COVERAGE

*provided by Cincinnati Insurance - 3 yr. term expires 1/1/2023*

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

#### COMMERCIAL AUTOMOBILE

*provided through Bliss-McKnight*

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

#### COMMERCIAL UMBRELLA

*provided through Cincinnati Insurance Company - 3 yr. term expires 1/1/2023*

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

*provided through Bliss-McKnight*

Each Accident	\$100,000	\$100,000
Disease - Policy Limit	\$500,000	\$500,000
Disease - Each Employee	\$100,000	\$100,000
<i>Payroll</i>	<i>\$188,129</i>	<i>\$191,708</i>
<i>Mod Factor</i>	<i>0.91</i>	<i>1.37</i>

#### CYBER LIABILITY

Response Expenses	\$100,000	\$100,000
Regulatory Fines & Penalties Sublimit	\$50,000	\$50,000
Payment Card Industry Fines & Penalties Sublimit	\$50,000	\$50,000
Defense and Liability	\$100,000	\$100,000
Identity Recovery	\$25,000	\$25,000
Deductible	\$1,000	\$1,000

## Administrative Assistant- Lake Lemon Conservancy District

The Lake Lemon Conservancy District (LLCD) is a local unit of government tasked with maintaining beautiful Lake Lemon's water quality and recreation potential. Located in the beautiful rolling hills of South-Central Indiana, just 10 miles northeast of Bloomington, Lake Lemon offers both a scenic getaway and the luxury of access to one of Indiana's beloved University towns. Enjoy an office on the water, next to a beach, and working alongside lake enthusiasts. Our Ideal candidate will be able to enjoy interacting with the general public, relish the hustle and bustle of the recreation season, and enjoy the tranquility of the off season.

### Administrative Assistant Job Responsibilities:

- Provides administrative support to district , exercising confidentiality, tact and diplomacy
- Utilizes business software applications to prepare correspondence, reports, presentations, agendas, minutes, etc.; compiles data for expense reports
- Exhibits polite and professional communication via phone, e-mail, and mail
- Receives, screens, and directs incoming calls, visitors, mail, and email promptly, courteously, and accurately
- Provides information by answering questions and requests.
- Schedules and confirms appointments and meetings
- Carries out administrative duties such as filing, typing, copying, binding, scanning etc.
- Participates in the development and implementation of administrative standards, policies and practices for the organization.
- Maintains supplies inventory by checking stock to determine inventory level, anticipating needed supplies, placing and expediting orders for supplies.
- May handle cash reporting, and bank deposits
- May perform other duties related to maintaining organization website and/or working with social media.

### Qualifications

#### Education

##### Required

- High school diploma or GED.

##### Preferred

- Coursework beyond the high school level.

#### Work Experience

Required • 2 years of relevant experience.

## **Skills**

- Reporting Skills
- Administrative Writing Skills
- Microsoft Office Skills
- Managing Processes
- Organization
- Ability to simultaneously handle multiple priorities.
- Maintains composure under pressure
- Professionalism
- Problem Solving
- Inventory Control
- Verbal Communication

## **Work Hours & Benefits**

The Administrative Assistant is a part-time year round position. Averaging three weekday workdays per week. Starting pay for the position is \$15.00/hour. Potential raises will be added to the pay after each successful year of employment, dependent on work quality and approval by the LLCDD Board of Directors. The position is budgeted for a maximum of 1200 hours per year.

## **Working Conditions / Demands**

This role requires the ability to effectively communicate and to operate a computer and other standard office productivity equipment. The position involves sedentary work as well as periods of time moving around an office environment and Riddle Point Park. The person in this role must be able to perform the essential functions with or without an accommodation.

**For more information on the position, or to submit a resume, please contact the LLCDD District Manager.**

**Adam Casey**

**LLCDD District Manager**

**812-334-0233**

**[manager@lakelemon.org](mailto:manager@lakelemon.org)**