

**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
City of Bloomington Utilities Building  
600 E. Miller. Bloomington, IN 47401  
December 21, 2022  
6:00 pm

**BOARD MEMBERS PRESENT:** Chairman-Les Wadzinski, Treasurer-Debra Ladyman, Steve Priddy, and Malcolm McClure. **ALSO PRESENT:** Adam Casey, District Manager; Ross Carlson, Operations Supervisor.  
**ABSENT:** Mike Blackwell, Michael Klitzing

- I. Call Meeting to Order / Chairman's Remarks (LW)  
Meeting brought to order at 6:00 pm. Welcome to the September board meeting.
- II. Public Comment (LW)  
  
None.
- III. Approval of October 27, 2022 Board Meeting Minutes (LW)

**PRIDDY MOTIONED TO APPROVE THE October 27<sup>th</sup>, 2022 BOARD MEETING MINUTES AS WRITTEN. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- IV. Treasurer's Report (DL)
  - a. October Budget Highlights:  
Income: \$ 2,829.48  
Expense: \$ 31,768.58  
Total Checking & Savings: \$ 1,142,974.25  
Fixed Assets Total: \$ 1,080,594.15  
Total Assets: \$ 2,223,568.40  
Total Liabilities: \$ 1,124,228.22  
Total Liabilities and Equity: \$ 2,223,568.40
  - b. November Budget Highlights:  
Income: \$ 71,668.00  
Expense: \$ 113,206.87  
Total Checking & Savings: \$ 1,101,367.22  
Fixed Assets Total: \$ 1,080,594.15  
Total Assets: \$ 2,181,961.37  
Total Liabilities: \$ 1,124,160.06  
Total Liabilities and Equity: \$ 2,181,961.37

- c. October Report of Claims: Approval of Vouchers  
**WADZINSKI MOTIONED TO APPROVE ALLOWANCE OF VOUCHERS. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**
- d. November Report of Claims: Approval of Vouchers  
**MCCLURE MOTIONED TO APPROVE ALLOWANCE OF VOUCHERS. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

V. Feasibility Study Proposal – Kristi Howard-Shultz (DL)

Kristi presented on her tired Capital Campaign consulting proposal, documenting what services would be provided within each tier. Management and Board Members agreed that tier three would be the best starting point as it includes a public survey to determine giving appetite of potential donors. The data collected and materials created in the tier three option may be utilized if further efforts are pursued.

You can view Kristi's presentation to the board [HERE](#).

**LADYMAN MOTIONED TO APPROVE THE TIER THREE PROPOSAL WITH KRISTI HOWARD-SCHULTZ CONSULTING IN THE AMOUNT OF \$6,000. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VI. Brown County Regional Sewer Project Update – Clint Studebaker (MB)

Clint Studebaker VP of the Brown County Regional Sewer District (BCRSD) presented on the historical data collected by the BCRSD outlining the problems presented by the current systems employed in the county and the need for an updated sewer system. The proposed district would utilize an increased capacity at the Helmsburg Waste Water Treatment Plant and to begin with services provided to the eastern portion of the Lake Lemon Conservancy District, with hope to expand that district further east in the future. Clint asked that LLCSD provide a Letter of Support to the BCRSD. There was discussion of further meetings with BCRSD, LLCSD and the City of Bloomington Utilities to coordinate planning efforts.

You can view Clint's presentation to the board [Here](#).

**MCCLURE MOTIONED TO HAVE THE LLCSD PROVIDE A LETTER OF SUPPORT TO BROWN COUNTY REGIONAL SEWER DISTRICT. WADZINSKI SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VII. Approval of 2023 Agreements

**WADZINSKI MOTIONED TO APPROVE AGREEMENTS A THROUGH M. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VIII. Boat Slip Fee Assessment Discussion – Lake View Hill’s HOA (AC)

CASEY gave a brief synopsis of Resolution 1-99-1 (Establishing annual fees for docking at Lake Lemon) and requested the discussion be tabled until a future meeting when there is a representative in District 3.

IX. Manager’s Report (AC)

a. 2023 Board Election Update

CASEY gave an update on the 2023 election of Directors. Mike Blackwell will run unopposed for District 7. Brett Huber will run unopposed for District 3. As such there will no election held at the February 2023 Annual Meeting.

b. Sediment Management Project Update

CASEY gave an update on the sediment management project. 60,109 cubic yards were removed during 2022, on-water operations ended December 12<sup>th</sup>. For more information you can view the presentation given [HERE](#).

c. Beach Courtesy Dock Bids

CARLSON gave a short presentation on quotes that were requested for construction of a courtesy dock near the beach. Quotes were discussed but it was ultimately decided that board would table discussion for a future date. LADYMAN requested management and staff look further into revenue generating project substitutes that could be pursued in a similar time frame as an alternative to the courtesy dock.

X. New Business/ Correspondence for Future Agenda (LW)

CASEY and WADZINSKI attend a Monroe County Planning commission to discuss rezoning of Riddle Point Park and surrounding properties around Lake Lemon. This is part of an ongoing County rezoning effort.

XI. Adjournment (LW)

**LADYMAN MOTIONS TO ADJOURN THE MEETING AT 7:42 PM AND WADZINSKI SECONDS. ALL OTHER MEMBERS “AYES”. THE MOTION CARRIED.**

**LLCD Board of Directors Meeting**  
**600 E. Miller Dr., Bloomington, IN 47401**

**December 21, 2022 6:00pm**

Name	Lake Address	District	Email Address
Rebecca Ball	6521 Snow Harbour Ln	7	rebball1@hotmail.com
Brenda Pendexter	" "	7	pndxtr4@hotmail.com
Steve Laugher	4703 Bluff Top Dr	6	
Bret Huber		3	bhuber1@iuhealth.org
Jim Ball	8039 N Lakeland	4	
SURAGAILALA	8920 Southshore	5	suragail@gmail.com
Name	Lake Address	District	Email Address



# **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting

December 15, 2022

6:00 p.m.

## **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (LW)
- II. Public Comment (LW)
- III. Approval Board Meeting Minutes (LW)
  - A. October 27, 2022 Meeting Minutes
- IV. Treasurer's Report (DL)
  - A. October & November 2022 Financial Highlights
  - B. October & November 2022 Report of Claims Approval
  - C. Resolution 10-22-06: Encumbered Funds 2022-2023 Heartland Dredging
- V. Feasibility Study Proposal- Kristi Howard-Shultz (SP)
- VI. Brown County Regional Sewer Project Update - Clint Studebaker (MB)
- VII. Approval of 2023 Agreements (LW)
  - A. 2023 Surplus Parcel Agreement: Freeholders
  - B. 2023 Commercial Surplus Parcel Agreement: Port Hole Dock
  - C. 2023 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
  - D. 2023 Lake Lemon Marina/Club Agreement
  - E. 2023 Lake Lemon Marina: Pass Sales Service Agreement
  - F. 2023 Land Use Agreement – Kenneth Clark
  - G. 2023 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
  - H. 2023 Marina/Club Agreement: BYC
  - I. 2023 IU Rowing Special Use Agreement
  - J. 2023 Riddle Point Park Use Agreement: Riddle Point Rowing Association
  - K. 2023 Watkins Accounting – Accounting Services Agreement
  - L. 2023 Carmin Parker PC – Legal Services Agreement
  - M. 2023 First Insurance Group – Insurance Agreement
- VIII. Boat Slip Fee Assessment Discussion- Lake View Hill's HOA (AC)
- IX. Manager's Report (AC)
  - A. 2023 Board Election Update
  - B. Sediment Management Project Update
  - C. Beach Courtesy Dock Bids
- X. New Business / Correspondence for Future Agenda (LW)
  - A. Next Board Meeting: January 26, 2023; 6:00pm CBU Building
- XI. Adjournment (LW)

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	Les Wadzinski, Chairman
<b>Action Requested</b>	Approve
<b>Item/Subject</b>	October 27th Board Meeting Minutes
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 15th, <b>2022</b>
<b>Summary</b>	Minutes from the Board meeting on October 27th, 2022
<b>Staff Recommendation</b>	Approve the October 27th, 2022 Board Meeting Minutes.

**LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting and 2023 Budget Adoption

City of Bloomington Utilities Building

600 E. Miller. Bloomington, IN 47401

October 27, 2022

6:00 pm

**BOARD MEMBERS PRESENT:** Chairman-Mary Jane Brown, Vice-Chairman Les Wadzinski, Treasurer Debra Ladyman\*, Steve Priddy, Malcolm McClure, Michael Klitzing\*, and Mike Blackwell.

**ALSO PRESENT:** Adam Casey, District Manager; Ross Carlson, Operations Supervisor; Jessica Healey\*, Administrative Assistant.

\*ZOOM attendee

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

Welcome to the October meeting.

- II. Public Comment (MJB)

None.

- III. Approval of September 22<sup>nd</sup>, 2022 Board Meeting Minutes (MJB)

**BLACKWELL MOTIONED TO APPROVE THE SEPTEMBER 22<sup>nd</sup>, 2022 BOARD MEETING MINUTES AS WRITTEN. MCCLURE SECONDED THE MOTION. KLITZING AND MCCLURE ABSTAINED; ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- IV. Kristi Howard-Shultz: Capital Campaign Consultant Presentation (SP)

PRIDDY- We have formed a capital campaign committee. The goal is to determine how can we cover part or all the costs for ongoing hydraulic dredging to help reduce the tax impact utilizing the Lake Lemon Enhancement Fund. We engaged a consultant for advice. Kristi Howard-Shultz was recommended by Meagan Niese (Development Director of the Community Foundation of Bloomington and Monroe County). Kristi has an impressive resume. She is familiar with Lake Lemon. We have no formal relationship, but we wanted the Board to meet her and ask any questions you might have.

View Kristi's PowerPoint online [HERE](#). Discussion summary: Kristi can provide an à la carte proposal for campaign possibilities, starting with a survey and case statement.

- V. Treasurer's Report (DL)  
a. September Budget Highlights

Income: \$ 8,882.51  
Expense: \$ 66,461.36  
Total Checking & Savings: \$ 1,171,565.83  
Fixed Assets Total: \$ 1,080,594.15  
Total Assets: \$ 2,252,159.98  
Total Liabilities: \$ 1,124,180.70  
Total Liabilities and Equity: \$ 2,252,159.98

- b. September Report of Claims: Approval of Vouchers  
BLACKWELL- Jump packs? What are they and why did you buy them? CASEY- Jump Packs for both equipment and park use. Hydraulic supplies for disposal site prep. We blew a line on the excavator. We bought hoses that we removed ourselves.

**BLACKWELL MOTIONED TO APPROVE SEPTEMBER ALLOWANCE OF VOUCHERS. WADZINSKI SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- c. Resolution 10-22-03: Adoption of 2023 Annual Budget and Statement of Salaries and Wages

**KLITZING MOTIONED TO APPROVE RESOLUTION 10-22-03: ADOPTION OF 2023 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- d. Resolution 10-22-04: 2023 Fees & Charges

**KLITZING MOTIONED TO APPROVE RESOLUTION 10-22-04: 2023 FEES & CHARGES. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VI. Resolution 10-22-05: 2023 Board Meeting Dates (AC)

Proposed the fourth Thursday of each month except the June and December meetings. BLACKWELL- Why is only one meeting a year scheduled at the lake? BROWN- It is hard to hear in the shelter house and technology is not great. LADYMAN- We also tape meetings at City of Bloomington Utilities Building so there can be wider participation. BROWN- Online videos receive many views. MCCLURE- Can we investigate getting equipment at the lake so we can have more meetings there? BROWN- Yes, we can look in to that.

**KLITZING MOTIONED TO APPROVE RESOLUTION 10-22-05: 2023 BOARD MEETING DATES. LADYMAN SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VII. Manager's Report (AC)

- a. Sediment Management Project Update

The project is running along smoothly with the recently added booster pump. They ditched out a channel to keep effluent water movement quicker and cleaner. As of September 28<sup>th</sup>, 44,000 yards have been removed. The three-man crew will keep going through mid-December as weather permits.

b. 2023 Election Update

We have one nomination for District 7 (Mike Blackwell). Nominations will be accepted through December 1st. If no one steps forward for BROWN in District 3, it will open to LLC residents to all districts.

VIII. Sublease Information presentation

(RC)

See presentation [HERE](#). CASEY- Would like to remove moratorium for docks. Staff knows rules best for docks. BLACKWELL- I tend to agree those should go back into hands of management. If someone wants a dock, they should talk to their District representative and then work with staff. LADYMAN- How many spots are available and what are guidelines? CARLSON- We can measure.

IX. Election Of Board Officers

(MJB)

BROWN- Feels she shouldn't stay as board chair with two officer positions open. It's time to nominate a new Chair and new Vice Chair. BROWN nominated WADZINSKI and KLITZING for Chair and Vice Chair, respectively, to serve through the annual meeting. Both accept.

**BLACKWELL MOTIONED TO ACCEPT WADZINDKI AS CHAIR AND KLITZING AS VICE CHAIR. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

X. New Business/ Correspondence for Future Agenda

(MJB)

- a. Scheduled: December 15th, 2022: Board Meeting; 6:00 PM CBU Building  
No new business.

XI. Adjournment

(MJB)

**MCCLURE MOTIONED TO ADJOURN THE MEETING. BLACKWELL SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Debra Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Review</b>
<b>Item/Subject</b>	October <b>Financial Update</b>
<b>Dollar Amount</b>	<b>N/A</b>
<b>Meeting Date</b>	December 15th, 2022
<b>Summary</b>	<b>Financial report showing end of October 2022 Balance sheet, Income, Expense, 2021 comparison, and reconciliation data.</b>
<b>Staff Recommendation</b>	<b>N/A</b>

**Date: December 21, 2022**

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman  
Treasurer**

**(Report of Claims - October 2022)**

(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 \$25,802.62

Dated this 21st Day of December, 2022

**Signature of Governing Board**

Les Wadzinski

Les Wadzinski (Dec 22, 2022 10:47 EST)

**LES WADZINSKI, CHAIRMAN**

**MICHAEL KLITZING, VICE-CHAIR**

Debra L. Ladyman

Debra L. Ladyman (Dec 22, 2022 21:53 EST)

**DEBRA LADYMAN, TREASURER**

Steven Priddy

Steven Priddy (Dec 23, 2022 10:36 EST)

**STEVEN PRIDDY, Sub-Area IV**

Malcolm McClure

Malcolm McClure (Dec 22, 2022 20:10 EST)

**MALCOLM MCCLURE, Sub-Area VI**

**MICHAEL BLACKWELL, Sub-Area VII**

**VACANT, Sub-Area III**

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**October 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	10/31/2022	VISA		1000 · Peoples State ...		-2,171.71
			Pole Saw, Trimmer, Park Gates	6240 · Building & Gro...		-2,032.96	2,032.96
			Jet SKI Light Switch	6250 · Boat/Weed Har...		-13.98	13.98
			Zoom & Microsoft	6410 · Subscriptions		-27.49	27.49
			GMC - Oil Change	6530 · Truck		-97.28	97.28
TOTAL						-2,171.71	2,171.71
Check	INTAX	10/03/2022	INDIANA DEPT OF R...		1000 · Peoples State ...		-673.55
					2020 · State & Co. Wit...	-673.55	673.55
TOTAL						-673.55	673.55
Check	5684	10/11/2022	PHYCOTECH, INC.		1000 · Peoples State ...		-340.00
			Phyco Tech-Algae Testing	6560 · Water Testing		-340.00	340.00
TOTAL						-340.00	340.00
Check	5685	10/11/2022	B & B WATER CORP		1000 · Peoples State ...		-228.04
				6470 · Water		-228.04	228.04
TOTAL						-228.04	228.04
Check	5686	10/18/2022	COMCAST CABLE		1000 · Peoples State ...		-313.15
				6370 · Phone, LDT, P...		-313.15	313.15
TOTAL						-313.15	313.15
Check	5687	10/18/2022	FIRST INSURANCE ...		1000 · Peoples State ...		-8,285.00
				6450 · Insurance		-8,285.00	8,285.00
TOTAL						-8,285.00	8,285.00
Check	5688	10/18/2022	KLEINDORFER HAR...		1000 · Peoples State ...		-64.78
			Drill Bits and Assorted Hardware	6240 · Building & Gro...		-64.78	64.78
TOTAL						-64.78	64.78
Check	5689	10/18/2022	STAPLES CREDIT P...		1000 · Peoples State ...		-27.98
			Office Supplies	6190 · General Busine...		-27.98	27.98
TOTAL						-27.98	27.98
Check	5690	10/18/2022	LOVELAND ELECTRIC		1000 · Peoples State ...		-300.00
			Outlet Installation South Shore disposal site	6661 · Disposal Site P...		-300.00	300.00
TOTAL						-300.00	300.00
Check	5691	10/18/2022	INDUSTRIAL SERVI...		1000 · Peoples State ...		-215.13
			Hydraulic Hose Komatsu	6251 · Dredging Suppl...		-215.13	215.13
TOTAL						-215.13	215.13
Check	5692	10/18/2022	CHRISTOPHER B B...		1000 · Peoples State ...		-888.00
			Quantity Checks and Payment recs.	6330 · Consulting Eng...		-888.00	888.00
TOTAL						-888.00	888.00
Check	5693	10/18/2022	NAPA AUTO PARTS		1000 · Peoples State ...		-20.99



**LAKE LEMON CONSERVANCY**  
**Check Detail**  
October 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			GMC- Running Lamp Relay Switch		6250 · Boat/Weed Har...	-20.99	20.99
TOTAL						-20.99	20.99
Check	5694	10/18/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-24.91
					6480 · Trash	-24.91	24.91
TOTAL						-24.91	24.91
Check	5695	10/18/2022	SPC, INC.		1000 · Peoples State ...		-245.00
			Fall Pest Control Treatment - Office		6240 · Building & Gro...	-245.00	245.00
TOTAL						-245.00	245.00
Check	5696	10/18/2022	N. ANDERSON EXC...		1000 · Peoples State ...		-1,810.00
					6310 · Grass	-1,810.00	1,810.00
TOTAL						-1,810.00	1,810.00
Check	5697	10/18/2022	LOWE'S COMPANIE...		1000 · Peoples State ...		-132.66
			Quikrete & Bollards Posts		6240 · Building & Gro...	-85.62	85.62
			Toilet Paper & Soap		6190 · General Busine...	-47.04	47.04
TOTAL						-132.66	132.66
Check	5698	10/18/2022	SCI REMC		1000 · Peoples State ...		-596.00
					6460 · Electric	-596.00	596.00
TOTAL						-596.00	596.00
Check	5699	10/18/2022	IZZY'S RENTAL		1000 · Peoples State ...		-190.50
					6490 · Port-O-Lets	-190.50	190.50
TOTAL						-190.50	190.50
Check	5700	10/18/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-206.00
					6480 · Trash	-206.00	206.00
TOTAL						-206.00	206.00
Check	5701	10/18/2022	US POST MASTER		1000 · Peoples State ...		-120.00
				Stamps-watkins	6180 · Postage	-120.00	120.00
TOTAL						-120.00	120.00

Total: \$16,853.40

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
October 2022

	Behrman, Harlan			Brown, Andrew M			Carlson...
	Hours	Rate	Oct 22	Hours	Rate	Oct 22	Hours
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000			0.00			0.00	
Salary-6001			0.00			0.00	
Reg. Pay-6070	39.5	12.00	474.00	32	12.00	384.00	
Reg. Pay-6080			0.00			0.00	
Reg. Pay-6112			0.00			0.00	
<b>Total Gross Pay</b>	39.5		474.00	32		384.00	
<b>Deductions from Gross Pay</b>							
Emp HSA			0.00			0.00	
Insurance			0.00			0.00	
Retirement			0.00			0.00	
<b>Total Deductions from Gross Pay</b>			0.00			0.00	
<b>Adjusted Gross Pay</b>	39.5		474.00	32		384.00	
<b>Taxes Withheld</b>							
Federal Withholding			-11.00			-20.00	
Medicare Employee			-6.87			-5.57	
Social Security Employee			-29.39			-23.81	
IN - Withholding			-15.31			-12.40	
Marion Co			0.00			0.00	
Medicare Employee Addl Tax			0.00			0.00	
Monroe Co.			-6.37			-5.17	
<b>Total Taxes Withheld</b>			-68.94			-66.95	
<b>Net Pay</b>	39.5		405.06	32		317.05	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment			0.00			2.30	
Medicare Company			6.87			5.57	
Social Security Company			29.39			23.81	
IN - Unemployment Company			2.37			1.92	
<b>Total Employer Taxes and Contributions</b>			38.63			33.60	

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	Carlson, Ross		Casey, Adam W			Healey, Jessica S	
	Rate	Oct 22	Hours	Rate	Oct 22	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000		0.00			5,711.54		
Salary-6001		4,416.66			0.00		
Reg. Pay-6070		0.00			0.00		
Reg. Pay-6080		0.00			0.00	44	15.00
Reg. Pay-6112		0.00			0.00		
<b>Total Gross Pay</b>		4,416.66			5,711.54	44	
<b>Deductions from Gross Pay</b>							
Emp HSA		0.00			0.00		
Insurance		0.00			0.00		
Retirement		-265.00			-342.70		
<b>Total Deductions from Gross Pay</b>		-265.00			-342.70		
<b>Adjusted Gross Pay</b>		4,151.66			5,368.84	44	
<b>Taxes Withheld</b>							
Federal Withholding		-322.00			-846.00		
Medicare Employee		-64.04			-82.82		
Social Security Employee		-273.83			-354.11		
IN - Withholding		-131.40			-173.42		
Marion Co		-83.86			0.00		
Medicare Employee Addl Tax		0.00			0.00		
Monroe Co.		0.00			-58.78		
<b>Total Taxes Withheld</b>		-875.13			-1,515.13		
<b>Net Pay</b>		<u>3,276.53</u>			<u>3,853.71</u>	<u>44</u>	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment		0.00			0.00		
Medicare Company		64.04			82.82		
Social Security Company		273.83			354.11		
IN - Unemployment Company		0.00			0.00		
<b>Total Employer Taxes and Contributions</b>		<u>337.87</u>			<u>436.93</u>		

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	Healey, ...	Long, Nicholas A		Schunn, Lily G			
	Oct 22	Hours	Rate	Oct 22	Hours	Rate	Oct 22
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000	0.00			0.00			0.00
Salary-6001	0.00			0.00			0.00
Reg. Pay-6070	0.00			0.00	19.25	12.00	231.00
Reg. Pay-6080	660.00			0.00			0.00
Reg. Pay-6112	0.00	12	30.00	360.00			0.00
<b>Total Gross Pay</b>	660.00	12		360.00	19.25		231.00
<b>Deductions from Gross Pay</b>							
Emp HSA	0.00			0.00			0.00
Insurance	0.00			0.00			0.00
Retirement	0.00			0.00			0.00
<b>Total Deductions from Gross Pay</b>	0.00			0.00			0.00
<b>Adjusted Gross Pay</b>	660.00	12		360.00	19.25		231.00
<b>Taxes Withheld</b>							
Federal Withholding	0.00			0.00			-5.00
Medicare Employee	-9.57			-5.22			-3.35
Social Security Employee	-40.92			-22.32			-14.32
IN - Withholding	-21.32			-10.28			-6.12
Marion Co	0.00			0.00			0.00
Medicare Employee Addl Tax	0.00			0.00			0.00
Monroe Co.	-8.88			-4.28			-2.55
<b>Total Taxes Withheld</b>	-80.69			-42.10			-31.34
<b>Net Pay</b>	<b>579.31</b>	<b>12</b>		<b>317.90</b>	<b>19.25</b>		<b>199.66</b>
<b>Employer Taxes and Contributions</b>							
Federal Unemployment	0.00			2.16			1.38
Medicare Company	9.57			5.22			3.35
Social Security Company	40.92			22.32			14.32
IN - Unemployment Company	3.30			1.80			1.16
<b>Total Employer Taxes and Contributions</b>	<b>53.79</b>			<b>31.50</b>			<b>20.21</b>

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	TOTAL	
	Hours	Rate
		Oct 22
<b>Employee Wages, Taxes and Adjustments</b>		
<b>Gross Pay</b>		
Salary-6000		5,711.54
Salary-6001		4,416.66
Reg. Pay-6070	90.75	1,089.00
Reg. Pay-6080	44.00	660.00
Reg. Pay-6112	12.00	360.00
<b>Total Gross Pay</b>	146.75	12,237.20
<b>Deductions from Gross Pay</b>		
Emp HSA		0.00
Insurance		0.00
Retirement		-607.70
<b>Total Deductions from Gross Pay</b>		-607.70
<b>Adjusted Gross Pay</b>	146.75	11,629.50
<b>Taxes Withheld</b>		
Federal Withholding		-1,204.00
Medicare Employee		-177.44
Social Security Employee		-758.70
IN - Withholding		-370.25
Marion Co		-83.86
Medicare Employee Addl Tax		0.00
Monroe Co.		-86.03
<b>Total Taxes Withheld</b>		-2,680.28
<b>Net Pay</b>	<b>146.75</b>	<b>8,949.22</b>
<b>Employer Taxes and Contributions</b>		
Federal Unemployment		5.84
Medicare Company		177.44
Social Security Company		758.70
IN - Unemployment Company		10.55
<b>Total Employer Taxes and Contributions</b>		<b>952.53</b>

**Date: December 21, 2022**

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman  
Treasurer**

**(Report of Claims - November 2022)**

(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 \$107,450.05

Dated this 21st Day of December, 2022

**Signature of Governing Board**

*Les Wadzinski*

Les Wadzinski (Dec 22, 2022 10:47 EST)

**LES WADZINSKI, CHAIRMAN**

\_\_\_\_\_  
**MICHAEL KLITZING, VICE-CHAIR**

*Debra L. Ladyman*

Debra L. Ladyman (Dec 22, 2022 21:53 EST)

\_\_\_\_\_  
**DEBRA LADYMAN, TREASURER**

*Steven Priddy*

Steven Priddy (Dec 23, 2022 10:36 EST)

\_\_\_\_\_  
**STEVEN PRIDDY, Sub-Area IV**

*Malcolm McClure*

Malcolm McClure (Dec 22, 2022 20:10 EST)

\_\_\_\_\_  
**MALCOLM MCCLURE, Sub-Area VI**

\_\_\_\_\_  
**MICHAEL BLACKWELL, Sub-Area VII**

\_\_\_\_\_  
**VACANT, Sub-Area III**

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	11/30/2022	VISA		1000 · Peoples State ...		-4,762.42
				Stamps- Office 6180 · Postage		-120.00	120.00
				UR Industrial track Hydraulic lines Repair Komatsu 6251 · Dredging Suppl...		-2,499.93	2,499.93
				Zoom & Microsoft 6410 · Subscriptions		-27.49	27.49
				UR Industrial track Hydraulic lines Repair Komatsu 6541 · Dredging Equip...		-2,115.00	2,115.00
TOTAL						-4,762.42	4,762.42
Check	5614	11/21/2022	LAKE LEMON MARI...		1001 · Peoples St Ba...		-300.00
				Jet Ski Winterization 6520 · Boat		-300.00	300.00
TOTAL						-300.00	300.00
Check	5702	11/09/2022	B & B WATER CORP		1000 · Peoples State ...		-118.05
				6470 · Water		-118.05	118.05
TOTAL						-118.05	118.05
Check	5703	11/09/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-25.53
				6480 · Trash		-25.53	25.53
TOTAL						-25.53	25.53
Check	5704	11/09/2022	STAPLES CREDIT P...		1000 · Peoples State ...		-111.67
				Election Post Card Printing 6440 · Other		-111.67	111.67
TOTAL						-111.67	111.67
Check	5705	11/09/2022	AIM MEDIA INDIANA		1000 · Peoples State ...		-23.54
				Herald Times- Public Notice election 6430 · Ads		-23.54	23.54
TOTAL						-23.54	23.54
Check	5706	11/17/2022	PAUL YOUNG PLUM...		1000 · Peoples State ...		-964.50
				De-winterize and Bathhouse/shelter plumbing repair 6240 · Building & Gro...		-964.50	964.50
TOTAL						-964.50	964.50
Check	5707	11/17/2022	PINE GROVE MARIN...		1000 · Peoples State ...		-233.73
				Small barge motor winterization supplies 6251 · Dredging Suppl...		-233.73	233.73
TOTAL						-233.73	233.73
Check	5708	11/17/2022	COMCAST CABLE		1000 · Peoples State ...		-313.13
				6370 · Phone, LDT, P...		-313.13	313.13
TOTAL						-313.13	313.13
Check	5709	11/17/2022	IZZY'S RENTAL		1000 · Peoples State ...		-190.50
				6490 · Port-O-Lets		-190.50	190.50
TOTAL						-190.50	190.50
Check	5710	11/17/2022	YOUNG TRUCKING I...		1001 · Peoples St Ba...		-680.38
				Sand for beach expansion 2001 · Park Capital Im...		-680.38	680.38
TOTAL						-680.38	680.38
Check	5711	11/21/2022	GATEHOUSE MEDIA...		1000 · Peoples State ...		-28.06

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2022**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			Brown County Public Notice Election	6430 · Ads		-28.06	28.06
TOTAL						-28.06	28.06
Check	5712	11/21/2022	CHRISTOPHER B B...		1000 · Peoples State ...		-1,085.00
			Sediment Verification and payment recommendation	6330 · Consulting Eng...		-1,085.00	1,085.00
TOTAL						-1,085.00	1,085.00
Check	5713	11/23/2022	HEARTLAND DRED...		1000 · Peoples State ...		-87,141.51
			Hydraulic Dredging Payment	6750 · Sediment Mitig...		-87,141.51	87,141.51
TOTAL						-87,141.51	87,141.51
Check	5714	11/23/2022	SCI REMC		1000 · Peoples State ...		-439.00
				6460 · Electric		-439.00	439.00
TOTAL						-439.00	439.00
Check	5715	11/23/2022	N. ANDERSON EXC...		1001 · Peoples St Ba...		-2,400.00
			Beach Expansion/Seeding/Park Grading	2001 · Park Capital Im...		-2,400.00	2,400.00
TOTAL						-2,400.00	2,400.00

Total: \$98,817.02



**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Behrman, Harlan			Brown, Andrew M			Carlson...
	Hours	Rate	Nov 22	Hours	Rate	Nov 22	Hours
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000			0.00			0.00	
Salary-6001			0.00			0.00	
Reg. Pay-6070	56	12.00	672.00	45.45	12.00	545.40	
Reg. Pay-6080			0.00			0.00	
<b>Total Gross Pay</b>	56		672.00	45.45		545.40	
<b>Deductions from Gross Pay</b>							
Emp HSA			0.00			0.00	
Insurance			0.00			0.00	
Retirement			0.00			0.00	
<b>Total Deductions from Gross Pay</b>			0.00			0.00	
<b>Adjusted Gross Pay</b>	56		672.00	45.45		545.40	
<b>Taxes Withheld</b>							
Federal Withholding			-31.00			-18.00	
Medicare Employee			-9.75			-7.91	
Social Security Employee			-41.66			-33.81	
IN - Withholding			-21.70			-17.62	
Marion Co			0.00			0.00	
Medicare Employee Addl Tax			0.00			0.00	
Monroe Co.			-13.67			-11.10	
<b>Total Taxes Withheld</b>			-117.78			-88.44	
<b>Net Pay</b>	56		554.22	45.45		456.96	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment			0.00			3.27	
Medicare Company			9.75			7.91	
Social Security Company			41.66			33.81	
IN - Unemployment Company			3.36			2.72	
<b>Total Employer Taxes and Contributions</b>			54.77			47.71	

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Carlson, Ross		Casey, Adam W			Healey, Jessica S	
	Rate	Nov 22	Hours	Rate	Nov 22	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000		0.00			5,711.54		
Salary-6001		4,416.66			0.00		
Reg. Pay-6070		0.00			0.00		
Reg. Pay-6080		0.00			0.00	41.5	15.00
<b>Total Gross Pay</b>		4,416.66			5,711.54	41.5	
<b>Deductions from Gross Pay</b>							
Emp HSA		0.00			0.00		
Insurance		0.00			0.00		
Retirement		-265.00			-342.70		
<b>Total Deductions from Gross Pay</b>		-265.00			-342.70		
<b>Adjusted Gross Pay</b>		4,151.66			5,368.84	41.5	
<b>Taxes Withheld</b>							
Federal Withholding		-322.00			-846.00		
Medicare Employee		-64.04			-82.82		
Social Security Employee		-273.83			-354.12		
IN - Withholding		-131.40			-173.42		
Marion Co		-83.86			0.00		
Medicare Employee Addl Tax		0.00			0.00		
Monroe Co.		0.00			-109.26		
<b>Total Taxes Withheld</b>		-875.13			-1,565.62		
<b>Net Pay</b>		<u>3,276.53</u>			<u>3,803.22</u>	<u>41.5</u>	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment		0.00			0.00		
Medicare Company		64.04			82.82		
Social Security Company		273.83			354.12		
IN - Unemployment Company		0.00			0.00		
<b>Total Employer Taxes and Contributions</b>		<u>337.87</u>			<u>436.94</u>		

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Healey, ...		TOTAL
	Nov 22	Hours	Rate
			Nov 22
<b>Employee Wages, Taxes and Adjustments</b>			
<b>Gross Pay</b>			
Salary-6000	0.00		5,711.54
Salary-6001	0.00		4,416.66
Reg. Pay-6070	0.00	101.45	1,217.40
Reg. Pay-6080	622.50	41.50	622.50
<b>Total Gross Pay</b>	622.50	142.95	11,968.10
<b>Deductions from Gross Pay</b>			
Emp HSA	0.00		0.00
Insurance	0.00		0.00
Retirement	0.00		-607.70
<b>Total Deductions from Gross Pay</b>	0.00		-607.70
<b>Adjusted Gross Pay</b>	622.50	142.95	11,360.40
<b>Taxes Withheld</b>			
Federal Withholding	0.00		-1,217.00
Medicare Employee	-9.02		-173.54
Social Security Employee	-38.60		-742.02
IN - Withholding	-20.11		-364.25
Marion Co	0.00		-83.86
Medicare Employee Addl Tax	0.00		0.00
Monroe Co.	-12.67		-146.70
<b>Total Taxes Withheld</b>	-80.40		-2,727.37
<b>Net Pay</b>	<b>542.10</b>	<b>142.95</b>	<b>8,633.03</b>
<b>Employer Taxes and Contributions</b>			
Federal Unemployment	0.00		3.27
Medicare Company	9.02		173.54
Social Security Company	38.60		742.02
IN - Unemployment Company	3.11		9.19
<b>Total Employer Taxes and Contributions</b>	<b>50.73</b>		<b>928.02</b>

Date: December 21, 2022

## Resolution 12-22-6

### 2022 Encumbered Funds: Valenti-Held dredging Contract

**WHEREAS**, it has been determined that it is necessary to encumber 2022 funds for Valenti-Held, Hydraulic Dredging Contract, into the 2023 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 2022 contract amount be encumbered into the 2023 fiscal year.

Fund Name: General Fund

Find Line Item: 6750-Sediment Mitigation

Contract: Valenti-Held Hydraulic Dredging

Original Contract Price: \$879,000.00

2022 Budgeted Amount: \$779,000.00

Amount Paid to Date: \$352,154.61

Amount Unpaid/ to be encumbered: \$426,845.39

Reason: Substantial Completion of the contracted work will not be accomplished in time for final payment to be made in 2022. Substantial completion date will likely be in fall 2023.

Applications for payments are assessed for quantity and validity by contracted engineers.

Remaining pay applications and engineer assessment will take place as needed in 2023.

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

Les Wadzinski  
Les Wadzinski (Dec 22, 2022 10:47 EST)

**LES WADZINSKI, CHAIRMAN**

**MICHAEL KLITZING, VICE-CHAIR**

Debra L. Ladyman  
Debra L. Ladyman (Dec 22, 2022 21:53 EST)

**DEBRA LADYMAN, TREASURER**

Steven Priddy  
Steven Priddy (Dec 23, 2022 10:36 EST)

**STEVEN PRIDDY, Sub-Area IV**

Malcolm McClure  
Malcolm McClure (Dec 22, 2022 20:10 EST)

**MALCOLM MCCLURE, Sub-Area VI**

**MIKE BLACKWELL, Sub-Area VII**

**Sub-Area III VACANT**

ATTEST: Adam Casey  
Adam Casey (Dec 22, 2022 10:41 EST)

**LLCD District Manager**

# Lake Lemon Conservancy District

Financial Statements

For Period Ending

October 1, 2022 Through October 31, 2022

(Unaudited)

Watkins Accounting

113 E. 19th Street  
Bloomington, IN 47408

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of October 31, 2022

Cash Basis

	Oct 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	29,252.96
1000 · Peoples State Bank - General - Other	549,296.53
<b>Total 1000 · Peoples State Bank - General</b>	578,549.49
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	10,765.10
1050 · Savings Account	112,346.61
1080 · Construction Account	441,013.05
<b>Total Checking/Savings</b>	1,142,974.25
<b>Total Current Assets</b>	1,142,974.25
<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	367,250.00
1680 · Other Fixed Assets	465,734.79
<b>Total Fixed Assets</b>	1,080,594.15
<b>TOTAL ASSETS</b>	<b>2,223,568.40</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	3,076.28
2020 · State & Co. Withholding Payable	1,151.94
<b>Total Other Current Liabilities</b>	4,228.22
<b>Total Current Liabilities</b>	4,228.22
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,120,000.00
<b>Total Long Term Liabilities</b>	1,120,000.00
<b>Total Liabilities</b>	1,124,228.22
<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	656,694.80
Net Income	-263,885.97
<b>Total Equity</b>	1,099,340.18
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,223,568.40</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

October 2022

	Oct 22	Jan - Oct 22
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	7,078.09
2394 · Monroe Co - Cumulative Conserv	0.00	20,836.11
4000 · Watercraft Permits	1,608.50	132,100.76
4010 · Launch Fees	786.50	24,926.54
4020 · Marina & Club Fees	0.00	12,150.00
4030 · Sublease & Access Fees	0.00	34,960.00
4040 · Property Tax - Brown Co.	0.00	56,747.48
4050 · Property Tax -Monroe Co.	0.00	170,317.52
4060 · Interest	84.48	172.47
4070 · Grants & Donations	0.00	15,566.23
4080 · Fishing Tournament	0.00	1,150.00
4090 · Park Reservations	150.00	4,420.05
4100 · Park Admission Fees	0.00	73,280.00
4110 · Concessions	0.00	50.00
4120 · Other Income	200.00	200.00
<b>Total Income</b>	2,829.48	553,955.25
<b>Expense</b>		
2001 · Park Capital Improvement Fund	0.00	20,181.61
6000 · Manager	5,711.54	59,971.17
6001 · Operations Supervisor	4,416.66	30,916.62
6010 · FICA	936.14	9,035.99
6020 · State Unemployment Tax	0.00	188.46
6025 · Merchant Fees	29.96	888.93
6030 · Retirement	2,385.43	12,927.55
6070 · Gate Attendant	1,089.00	22,143.00
6080 · Seasonal Labor	660.00	8,235.00
6112 · Dredger (Other)	360.00	2,100.00
6114 · Assistant Dredger (Other)	0.00	2,052.00
6120 · Season & Launch Permits	0.00	1,842.58
6130 · Daily Permits	0.00	78.00
6140 · Receipt/Tickets Books	0.00	410.90
6160 · Printer, Copier & Computer Supp	0.00	99.99
6170 · Miscellaneous-Other	0.00	595.54
6180 · Postage	120.00	618.42
6190 · General Business Supplies	75.02	1,898.35
6200 · Regular Gas	0.00	5,735.82
6240 · Building & Grounds	2,428.36	6,539.94
6250 · Boat/Weed Harvester/Truck	34.97	610.73
6251 · Dredging Supplies	215.13	9,030.45
6260 · Uniforms	0.00	532.60
6290 · Signs & Nautical Markers	0.00	5,274.40
6300 · Accounting Services	0.00	450.00
6310 · Grass	1,810.00	10,860.00
6320 · Attorney	0.00	3,776.00
6330 · Consulting Engineer	888.00	5,903.99
6350 · Other Prof/Secretarial Service	0.00	772.81
6370 · Phone, LDT, Pager, E-Mail	313.15	3,184.08
6390 · Hotel	0.00	556.00
6400 · Meals	0.00	125.85
6410 · Subscriptions	27.49	1,253.32
6430 · Ads	0.00	102.53
6440 · Other	0.00	1,191.70
6441 · Event Planning	0.00	328.06
6450 · Insurance	8,285.00	55,434.00
6460 · Electric	596.00	4,572.00
6470 · Water	228.04	1,233.52
6480 · Trash	230.91	1,993.31
6490 · Port-O-Lets	190.50	2,452.50
6500 · Pump Holding Tank	0.00	1,375.00
6510 · Building & Grounds Expense	0.00	493.00
6520 · Boat	0.00	1,559.25
6530 · Truck	97.28	97.28
6541 · Dredging Equipment Maintenance	0.00	8,070.71



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

Cash Basis

October 2022

	Oct 22	Jan - Oct 22
6542 · Equipment Rental	0.00	365.88
6560 · Water Testing	340.00	14,067.00
6570 · Lake Weed Treatment	0.00	34,584.10
6600 · 6% MarinaPermit Sales	0.00	954.45
6661 · Disposal Site Preparation	300.00	4,361.14
6681 · Fireworks	0.00	8,540.00
6730 · Patrol Boat	0.00	0.00
6750 · Sediment Mitigation	0.00	435,025.69
6790 · Bond Repayment - SedimentMgmt	0.00	37,250.00
Total Expense	31,768.58	842,841.22
Net Income	<b>-28,939.10</b>	<b>-288,885.97</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

Cash Basis

October 2022

	Oct 22	Oct 21	\$ Change	% Change
<b>Income</b>				
4000 · Watercraft Permits	1,608.50	1,853.00	-244.50	-13.2%
4010 · Launch Fees	786.50	730.00	56.50	7.7%
4060 · Interest	84.48	58.52	25.96	44.4%
4070 · Grants & Donations	0.00	30,198.80	-30,198.80	-100.0%
4090 · Park Reservations	150.00	250.00	-100.00	-40.0%
4120 · Other Income	200.00	0.00	200.00	100.0%
4130 · Dredging/Rip-Rap Income	0.00	19,500.00	-19,500.00	-100.0%
<b>Total Income</b>	<b>2,829.48</b>	<b>52,590.32</b>	<b>-49,760.84</b>	<b>-94.6%</b>
<b>Expense</b>				
6000 · Manager	5,711.54	5,461.54	250.00	4.6%
6001 · Operations Supervisor	4,416.66	2,861.54	1,555.12	54.4%
6010 · FICA	936.14	1,083.21	-147.07	-13.6%
6025 · Merchant Fees	29.96	222.33	-192.37	-86.5%
6030 · Retirement	2,385.43	1,181.88	1,203.55	101.8%
6070 · Gate Attendant	1,089.00	1,424.75	-335.75	-23.6%
6080 · Seasonal Labor	660.00	0.00	660.00	100.0%
6112 · Dredger (Other)	360.00	792.00	-432.00	-54.6%
6114 · Assistant Dredger (Other)	0.00	1,045.25	-1,045.25	-100.0%
6115 · Dredger (Private)	0.00	1,650.00	-1,650.00	-100.0%
6116 · Assistant Dredger (Private)	0.00	925.00	-925.00	-100.0%
6160 · Printer, Copier & Computer Supp	0.00	449.99	-449.99	-100.0%
6170 · Miscellaneous-Other	0.00	65.00	-65.00	-100.0%
6180 · Postage	120.00	142.35	-22.35	-15.7%
6190 · General Business Supplies	75.02	50.51	24.51	48.5%
6240 · Building & Grounds	2,428.36	51.90	2,376.46	4,578.9%
6250 · Boat/Weed Harvester/Truck	34.97	0.00	34.97	100.0%
6251 · Dredging Supplies	215.13	128.61	86.52	67.3%
6270 · Boat Equipment	0.00	-157.98	157.98	100.0%
6300 · Accounting Services	0.00	450.00	-450.00	-100.0%
6310 · Grass	1,810.00	1,810.00	0.00	0.0%
6320 · Attorney	0.00	2,562.48	-2,562.48	-100.0%
6330 · Consulting Engineer	888.00	0.00	888.00	100.0%
6370 · Phone, LDT, Pager, E-Mail	313.15	305.76	7.39	2.4%
6410 · Subscriptions	27.49	149.98	-122.49	-81.7%
6450 · Insurance	8,285.00	0.00	8,285.00	100.0%
6460 · Electric	596.00	307.00	289.00	94.1%
6470 · Water	228.04	196.79	31.25	15.9%
6480 · Trash	230.91	246.00	-15.09	-6.1%
6490 · Port-O-Lets	190.50	170.00	20.50	12.1%
6510 · Building & Grounds Expense	0.00	225.00	-225.00	-100.0%
6530 · Truck	97.28	74.35	22.93	30.8%
6541 · Dredging Equipment Maintenance	0.00	3,549.27	-3,549.27	-100.0%
6560 · Water Testing	340.00	665.00	-325.00	-48.9%
6570 · Lake Weed Treatment	0.00	7,441.20	-7,441.20	-100.0%
6661 · Disposal Site Preparation	300.00	236.97	63.03	26.6%
6680 · Other Services and Charges	0.00	19.37	-19.37	-100.0%
<b>Total Expense</b>	<b>31,768.58</b>	<b>35,787.05</b>	<b>-4,018.47</b>	<b>-11.2%</b>
<b>Net Income</b>	<b>-28,939.10</b>	<b>16,803.27</b>	<b>-45,742.37</b>	<b>-272.2%</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

Cash Basis

January through October 2022

	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,078.09	12,000.00	-4,921.91	59.0%
2394 · Monroe Co - Cumulative Conserv	20,836.11	37,000.00	-16,163.89	56.3%
4000 · Watercraft Permits	132,100.76	140,000.00	-7,899.24	94.4%
4010 · Launch Fees	24,926.54	25,000.00	-73.46	99.7%
4020 · Marina & Club Fees	12,150.00	10,000.00	2,150.00	121.5%
4030 · Sublease & Access Fees	34,960.00	27,000.00	7,960.00	129.5%
4040 · Property Tax - Brown Co.	56,747.48	94,192.00	-37,444.52	60.2%
4050 · Property Tax -Monroe Co.	170,317.52	268,084.00	-97,766.48	63.5%
4060 · Interest	172.47	3,000.00	-2,827.53	5.7%
4070 · Grants & Donations	15,566.23	12,000.00	3,566.23	129.7%
4071 · Community Foundation	0.00	40,000.00	-40,000.00	0.0%
4080 · Fishing Tournament	1,150.00	1,500.00	-350.00	76.7%
4090 · Park Reservations	4,420.05	3,000.00	1,420.05	147.3%
4100 · Park Admission Fees	73,280.00	80,000.00	-6,720.00	91.6%
4110 · Concessions	50.00	0.00	50.00	100.0%
4120 · Other Income	200.00	0.00	200.00	100.0%
4130 · Dredging/Rip-Rap Income	0.00	65,000.00	-65,000.00	0.0%
4140 · Dredging Loan Proceeds	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>553,955.25</b>	<b>817,776.00</b>	<b>-263,820.75</b>	<b>67.7%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	20,181.61	50,000.00	-29,818.39	40.4%
2002 · Park Recreation Improvement	0.00	0.00	0.00	0.0%
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	59,971.17	68,250.00	-8,278.83	87.9%
6001 · Operations Supervisor	30,916.62	40,000.00	-9,083.38	77.3%
6002 · Equipment Operations Supervisor	0.00	42,436.00	-42,436.00	0.0%
6010 · FICA	9,035.99	14,500.00	-5,464.01	62.3%
6020 · State Unemployment Tax	188.46	800.00	-611.54	23.6%
6025 · Merchant Fees	888.93	3,000.00	-2,111.07	29.6%
6030 · Retirement	12,927.55	22,000.00	-9,072.45	58.8%
6040 · Health Insurance	0.00	15,000.00	-15,000.00	0.0%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6060 · Dental Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	22,143.00	25,000.00	-2,857.00	88.6%
6080 · Seasonal Labor	8,235.00	0.00	8,235.00	100.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	0.00	0.00	0.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	0.00	0.00	0.00	0.0%
6112 · Dredger (Other)	2,100.00	0.00	2,100.00	100.0%
6113 · Assistant Dredger	0.00	0.00	0.00	0.0%
6114 · Assistant Dredger (Other)	2,052.00	9,500.00	-7,448.00	21.6%
6115 · Dredger (Private)	0.00	0.00	0.00	0.0%
6116 · Assistant Dredger (Private)	0.00	9,500.00	-9,500.00	0.0%
6120 · Season & Launch Permits	1,842.58	2,000.00	-157.42	92.1%
6130 · Daily Permits	78.00	300.00	-222.00	26.0%
6140 · Receipt/Tickets Books	410.90	400.00	10.90	102.7%
6150 · Checks	0.00	400.00	-400.00	0.0%
6160 · Printer, Copier & Computer Supp	99.99	500.00	-400.01	20.0%
6170 · Miscellaneous-Other	595.54	1,000.00	-404.46	59.6%
6180 · Postage	618.42	750.00	-131.58	82.5%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	1,898.35	1,000.00	898.35	189.8%
6200 · Regular Gas	5,735.82	9,000.00	-3,264.18	63.7%
6210 · Diesel	0.00	12,000.00	-12,000.00	0.0%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	6,539.94	6,000.00	539.94	109.0%
6250 · Boat/Weed Harvester/Truck	610.73	1,500.00	-889.27	40.7%
6251 · Dredging Supplies	9,030.45	12,000.00	-2,969.55	75.3%
6252 · Rip Rap/Erosion Control	0.00	18,000.00	-18,000.00	0.0%
6260 · Uniforms	532.60	800.00	-267.40	66.6%

# LAKE LEMON CONSERVANCY

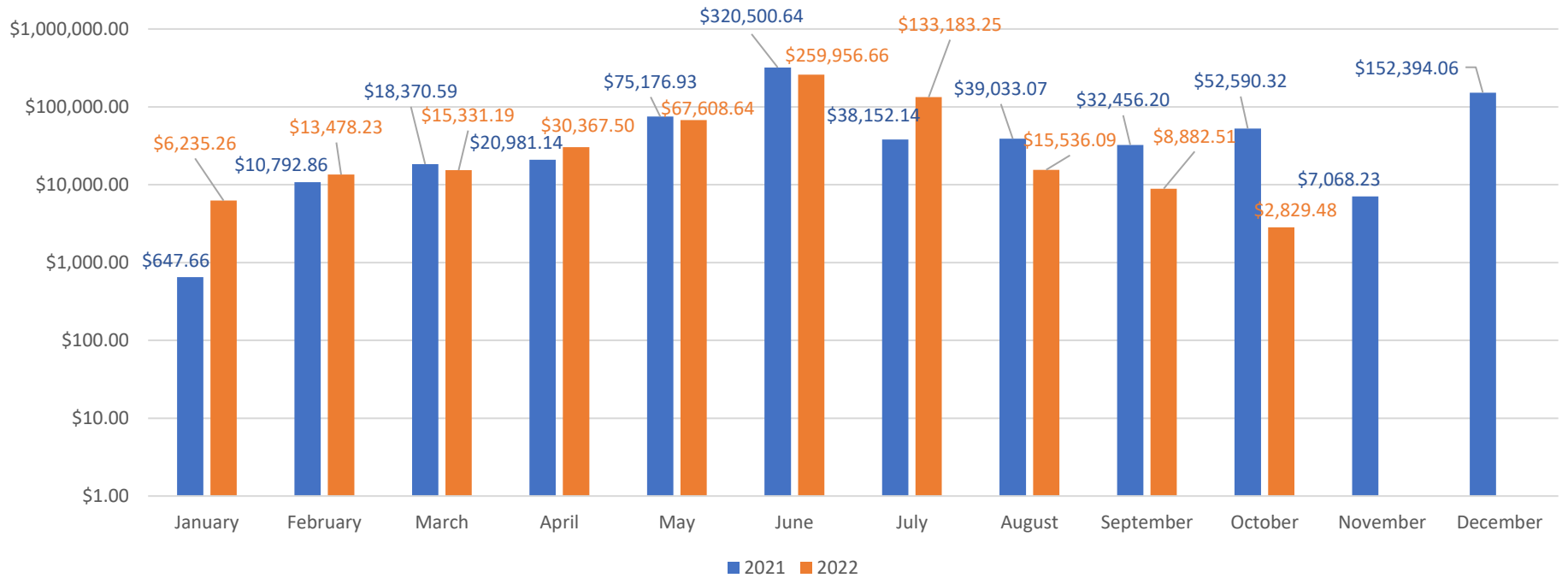
## Profit & Loss Budget vs. Actual

Cash Basis

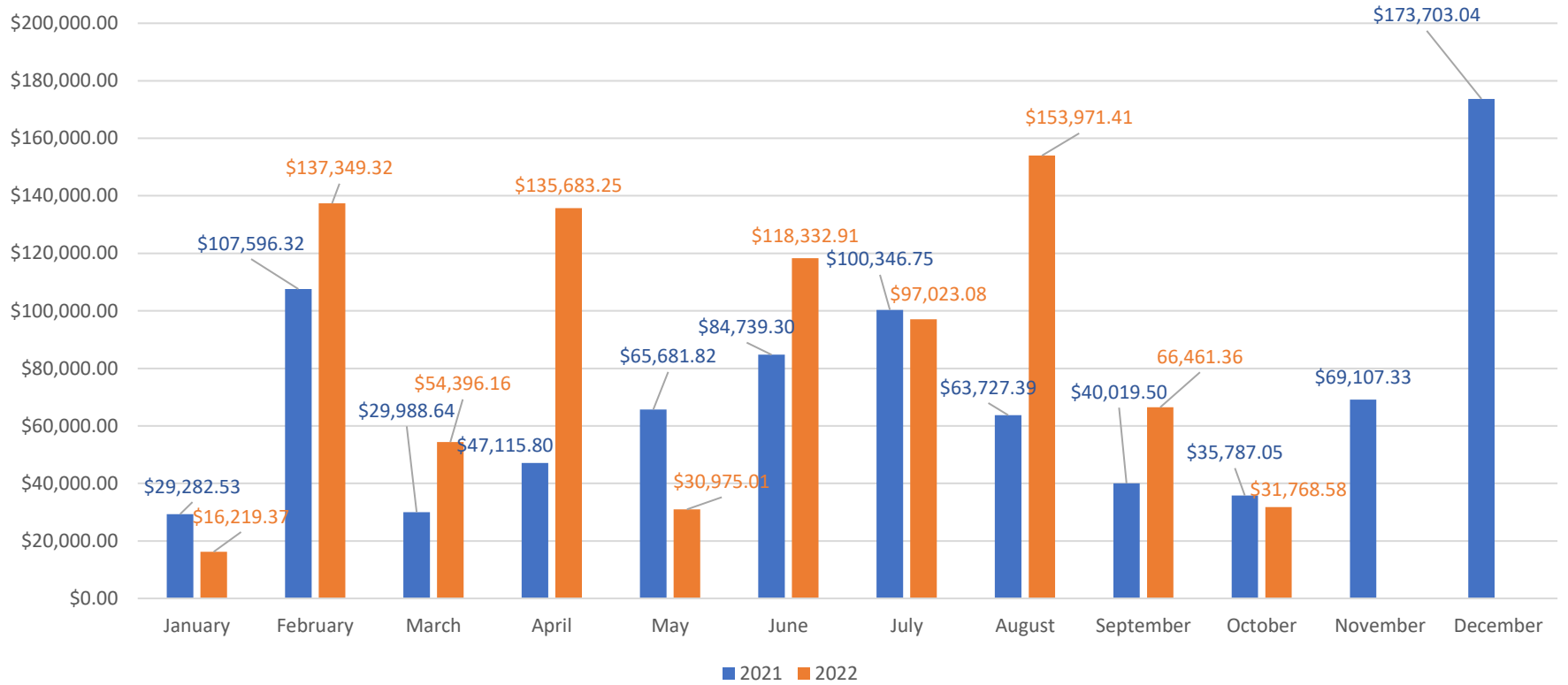
January through October 2022

	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
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	5,274.40	5,000.00	274.40	105.5%
6300 · Accounting Services	450.00	6,000.00	-5,550.00	7.5%
6310 · Grass	10,860.00	10,860.00	0.00	100.0%
6320 · Attorney	3,776.00	4,000.00	-224.00	94.4%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	5,903.99	20,000.00	-14,096.01	29.5%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	772.81	1,000.00	-227.19	77.3%
6370 · Phone, LDT, Pager, E-Mail	3,184.08	4,500.00	-1,315.92	70.8%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	556.00	300.00	256.00	185.3%
6400 · Meals	125.85	150.00	-24.15	83.9%
6410 · Subscriptions	1,253.32	1,500.00	-246.68	83.6%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	102.53	500.00	-397.47	20.5%
6440 · Other	1,191.70	1,200.00	-8.30	99.3%
6441 · Event Planning	328.06	1,500.00	-1,171.94	21.9%
6450 · Insurance	55,434.00	50,000.00	5,434.00	110.9%
6460 · Electric	4,572.00	5,000.00	-428.00	91.4%
6470 · Water	1,233.52	1,200.00	33.52	102.8%
6480 · Trash	1,993.31	2,000.00	-6.69	99.7%
6490 · Port-O-Lets	2,452.50	2,500.00	-47.50	98.1%
6500 · Pump Holding Tank	1,375.00	1,000.00	375.00	137.5%
6510 · Building & Grounds Expense	493.00	0.00	493.00	100.0%
6520 · Boat	1,559.25	2,000.00	-440.75	78.0%
6530 · Truck	97.28	1,000.00	-902.72	9.7%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	8,070.71	12,000.00	-3,929.29	67.3%
6542 · Equipment Rental	365.88	10,000.00	-9,634.12	3.7%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	14,067.00	12,050.00	2,017.00	116.7%
6570 · Lake Weed Treatment	34,584.10	50,000.00	-15,415.90	69.2%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6600 · 6% MarinaPermit Sales	954.45	2,300.00	-1,345.55	41.5%
6610 · Cumulative Maintenance Fund	0.00	0.00	0.00	0.0%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	4,361.14	20,000.00	-15,638.86	21.8%
6680 · Other Services and Charges	0.00	2,000.00	-2,000.00	0.0%
6681 · Fireworks	8,540.00	8,000.00	540.00	106.8%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	435,025.69	779,000.00	-343,974.31	55.8%
6790 · Bond Repayment - SedimentMgmt	37,250.00	79,250.00	-42,000.00	47.0%
<b>Total Expense</b>	<b>842,841.22</b>	<b>1,472,946.00</b>	<b>-630,104.78</b>	<b>57.2%</b>
<b>Net Income</b>	<b>-288,885.97</b>	<b>-655,170.00</b>	<b>366,284.03</b>	<b>44.1%</b>

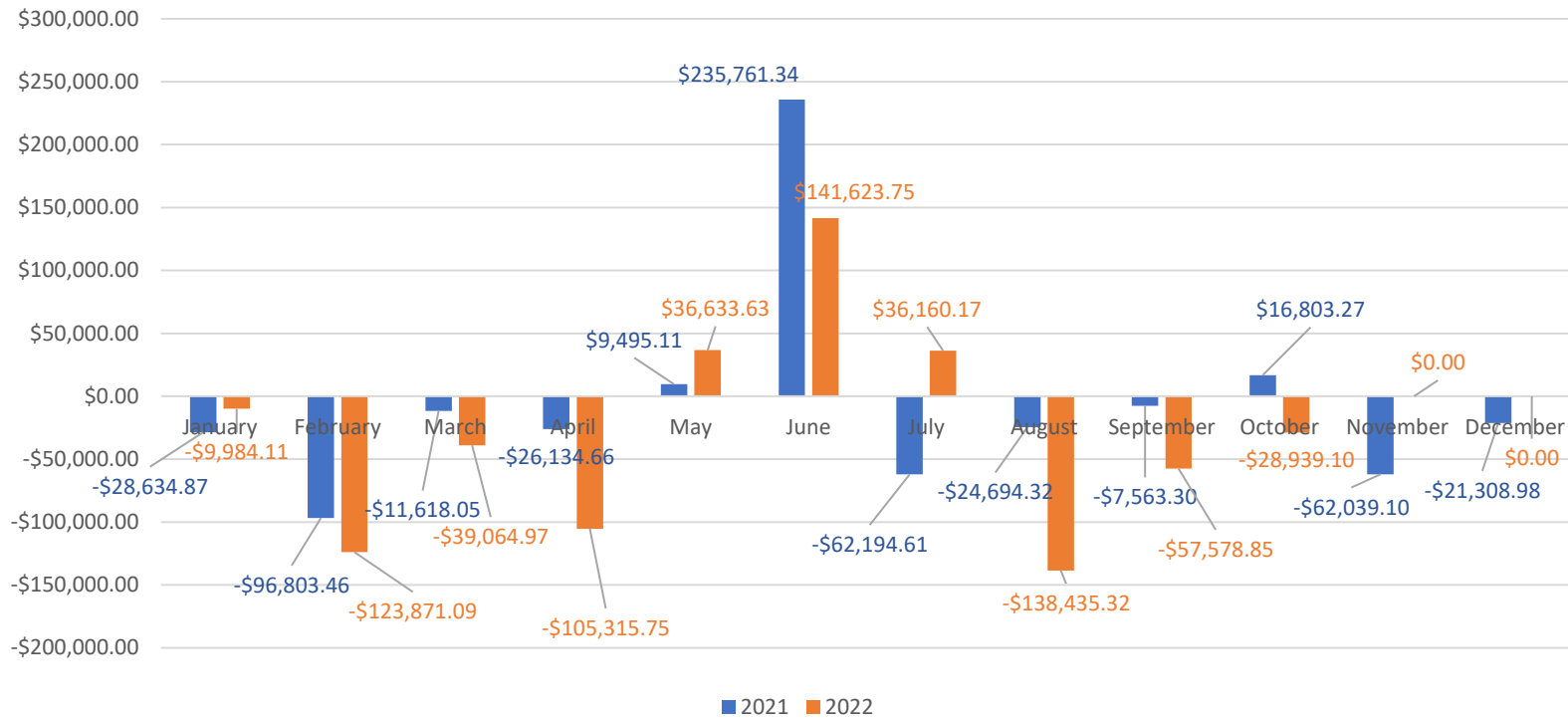
## Previous Year Income Comparison



## Previous Year Expense Comparison



## Previous Year Net Income Comparison



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12/06/22

# LAKE LEMON CONSERVANCY

## Reconciliation Summary

1000 - Peoples State Bank - General, Period Ending 10/31/2022

	Oct 31, 22
Beginning Balance	612,236.58
Cleared Transactions	
Checks and Payments - 26 items	-37,168.51
Deposits and Credits - 15 items	3,701.50
Total Cleared Transactions	-33,467.01
Cleared Balance	578,769.57
Uncleared Transactions	
Checks and Payments - 4 items	-427.08
Deposits and Credits - 3 items	207.00
Total Uncleared Transactions	-220.08
Register Balance as of 10/31/2022	578,549.49
New Transactions	
Checks and Payments - 21 items	-155,695.94
Deposits and Credits - 7 items	71,868.00
Total New Transactions	-83,827.94
Ending Balance	494,721.55



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12/06/22

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 10/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						612,236.58
<b>Cleared Transactions</b>						
<b>Checks and Payments - 26 Items</b>						
Check	09/29/2022	5682	FIRST INSURANCE...	X	-2,630.00	-2,630.00
Check	09/29/2022	5680	CHRISTOPHER B B...	X	-905.00	-3,535.00
Check	09/29/2022	5678	RUMPKE OF INDIA...	X	-677.20	-4,212.20
Check	09/29/2022	5681	SCI REMC	X	-542.00	-4,754.20
Check	09/29/2022	5679	RUMPKE OF INDIA...	X	-206.00	-4,960.20
Check	09/29/2022	5683	IZZY'S RENTAL	X	-190.50	-5,150.70
Check	10/03/2022	INTAX	INDIANA DEPT OF ...	X	-673.55	-5,824.25
Check	10/11/2022	5684	PHYCOTECH, INC.	X	-340.00	-6,164.25
Check	10/11/2022	5685	B & B WATER CORP	X	-228.04	-6,392.29
Check	10/18/2022	5687	FIRST INSURANCE...	X	-8,285.00	-14,677.29
Check	10/18/2022	5696	N. ANDERSON EX...	X	-1,810.00	-16,487.29
Check	10/18/2022	5692	CHRISTOPHER B B...	X	-888.00	-17,375.29
Check	10/18/2022	5698	SCI REMC	X	-596.00	-17,971.29
Check	10/18/2022	5690	LOVELAND ELECT...	X	-300.00	-18,271.29
Check	10/18/2022	5695	SPC, INC.	X	-245.00	-18,516.29
Check	10/18/2022	5691	INDUSTRIAL SERV...	X	-215.13	-18,731.42
Check	10/18/2022	5700	RUMPKE OF INDIA...	X	-206.00	-18,937.42
Check	10/18/2022	5699	IZZY'S RENTAL	X	-190.50	-19,127.92
Check	10/18/2022	5697	LOWE'S COMPANI...	X	-132.66	-19,260.58
Check	10/18/2022	5701	US POST MASTER	X	-120.00	-19,380.58
Check	10/18/2022	5688	KLEINDORFER HA...	X	-64.78	-19,445.36
Check	10/18/2022	5689	STAPLES CREDIT ...	X	-27.98	-19,473.34
Check	10/18/2022	5693	NAPA AUTO PARTS	X	-20.99	-19,494.33
General Journal	10/31/2022			X	-8,949.22	-28,443.55
General Journal	10/31/2022			X	-6,553.25	-34,996.80
Check	10/31/2022	ACH	VISA	X	-2,171.71	-37,168.51
<b>Total Checks and Payments</b>					<b>-37,168.51</b>	<b>-37,168.51</b>
<b>Deposits and Credits - 15 Items</b>						
Check	08/22/2022	5662	CARMIN PARKER PC	X	0.00	0.00
General Journal	09/30/2022			X	173.00	173.00
General Journal	09/30/2022			X	936.50	1,109.50
General Journal	10/06/2022			X	16.50	1,126.00
General Journal	10/06/2022			X	140.00	1,266.00
General Journal	10/09/2022			X	96.50	1,362.50
General Journal	10/09/2022			X	450.00	1,812.50
General Journal	10/13/2022			X	56.50	1,869.00
General Journal	10/13/2022			X	180.00	2,049.00
General Journal	10/16/2022			X	100.00	2,149.00
General Journal	10/16/2022			X	266.50	2,415.50
General Journal	10/24/2022			X	360.00	2,775.50
General Journal	10/24/2022			X	473.00	3,248.50
General Journal	10/31/2022			X	20.00	3,268.50
General Journal	10/31/2022			X	433.00	3,701.50
<b>Total Deposits and Credits</b>					<b>3,701.50</b>	<b>3,701.50</b>
<b>Total Cleared Transactions</b>					<b>-33,467.01</b>	<b>-33,467.01</b>
<b>Cleared Balance</b>					<b>-33,467.01</b>	<b>578,769.57</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 4 Items</b>						
Check	05/04/2020	4980	MONROE CO HEAL...		-75.00	-75.00
Check	08/21/2021	5430	ENGRAVING & STA...		-14.02	-89.02
Check	10/18/2022	5686	COMCAST CABLE		-313.15	-402.17
Check	10/18/2022	5694	RUMPKE OF INDIA...		-24.91	-427.08
<b>Total Checks and Payments</b>					<b>-427.08</b>	<b>-427.08</b>
<b>Deposits and Credits - 3 Items</b>						
General Journal	04/27/2021				18.00	18.00
General Journal	04/21/2022				36.00	54.00
General Journal	10/31/2022				153.00	207.00

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12/06/22

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 10/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Total Deposits and Credits					207.00	207.00
Total Uncleared Transactions					-220.08	-220.08
Register Balance as of 10/31/2022					-33,687.09	578,549.49
<b>New Transactions</b>						
<b>Checks and Payments - 21 Items</b>						
Check	11/09/2022	5702	B & B WATER CORP		-118.05	-118.05
Check	11/09/2022	5704	STAPLES CREDIT ...		-111.67	-229.72
Check	11/09/2022	5703	RUMPKE OF INDIA...		-25.53	-255.25
Check	11/09/2022	5705	AIM MEDIA INDIANA		-23.54	-278.79
Check	11/17/2022	5706	PAUL YOUNG PLU...		-964.50	-1,243.29
Check	11/17/2022	5710	YOUNG TRUCKING...		-680.38	-1,923.67
Check	11/17/2022	5708	COMCAST CABLE		-313.13	-2,236.80
Check	11/17/2022	5707	PINE GROVE MARI...		-233.73	-2,470.53
Check	11/17/2022	5709	IZZY'S RENTAL		-190.50	-2,661.03
Check	11/21/2022	5712	CHRISTOPHER B B...		-1,085.00	-3,746.03
Check	11/21/2022	5614	LAKE LEMON MARI...		-300.00	-4,046.03
Check	11/21/2022	5711	GATEHOUSE MEDI...		-28.06	-4,074.09
Check	11/23/2022	5713	HEARTLAND DRED...		-87,141.51	-91,215.60
Check	11/23/2022	5715	N. ANDERSON EX...		-2,400.00	-93,615.60
Check	11/23/2022	5714	SCI REMC		-439.00	-94,054.60
General Journal	11/30/2022				-8,633.03	-102,687.63
General Journal	11/30/2022				-5,824.98	-108,512.61
Check	11/30/2022	ACH	VISA		-4,762.42	-113,275.03
Check	12/02/2022	5716	Old National Wealth ...		-42,000.00	-155,275.03
Check	12/02/2022	5718	KOENING EQUIPM...		-339.82	-155,614.85
Check	12/02/2022	5719	PINE GROVE MARI...		-81.09	-155,695.94
Total Checks and Payments					-155,695.94	-155,695.94
<b>Deposits and Credits - 7 Items</b>						
General Journal	11/04/2022				40,040.00	40,040.00
General Journal	11/07/2022				120.00	40,160.00
General Journal	11/07/2022				693.00	40,853.00
General Journal	11/14/2022				120.00	40,973.00
General Journal	11/14/2022				30,180.00	71,153.00
General Journal	11/18/2022				515.00	71,668.00
General Journal	12/01/2022				200.00	71,868.00
Total Deposits and Credits					71,868.00	71,868.00
Total New Transactions					-83,827.94	-83,827.94
Ending Balance					<b>-117,515.03</b>	<b>494,721.55</b>

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Debra Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Review</b>
<b>Item/Subject</b>	November <b>Financial Update</b>
<b>Dollar Amount</b>	<b>N/A</b>
<b>Meeting Date</b>	December 15th, 2022
<b>Summary</b>	<b>Financial report showing end of November 2022 Balance sheet, Income, Expense, 2021 comparison, and reconciliation data.</b>
<b>Staff Recommendation</b>	<b>N/A</b>

# Lake Lemon Conservancy District

## Financial Statements

For Period Ending

November 1, 2022 Through November 30, 2022

(Unaudited)

Watkins Accounting

113 E. 19th Street  
Bloomington, IN 47408

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of November 30, 2022

Cash Basis

	Nov 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	25,872.58
1000 · Peoples State Bank - General - Other	511,069.88
<b>Total 1000 · Peoples State Bank - General</b>	536,942.46
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	10,765.10
1050 · Savings Account	112,346.61
1080 · Construction Account	441,013.05
<b>Total Checking/Savings</b>	1,101,367.22
<b>Total Current Assets</b>	1,101,367.22
<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	367,250.00
1680 · Other Fixed Assets	465,734.79
<b>Total Fixed Assets</b>	1,080,594.15
<b>TOTAL ASSETS</b>	<b>2,181,961.37</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	3,048.12
2020 · State & Co. Withholding Payable	1,111.94
<b>Total Other Current Liabilities</b>	4,160.06
<b>Total Current Liabilities</b>	4,160.06
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,120,000.00
<b>Total Long Term Liabilities</b>	1,120,000.00
<b>Total Liabilities</b>	1,124,160.06
<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	656,694.80
Net Income	-305,424.84
<b>Total Equity</b>	1,057,801.31
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,181,961.37</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

November 2022

	Nov 22	Jan - Nov 22
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	7,078.09
2394 · Monroe Co - Cumulative Conserv	0.00	20,836.11
4000 · Watercraft Permits	506.00	132,606.76
4010 · Launch Fees	247.00	25,173.54
4020 · Marina & Club Fees	315.00	12,465.00
4030 · Sublease & Access Fees	0.00	34,960.00
4040 · Property Tax - Brown Co.	0.00	56,747.48
4050 · Property Tax -Monroe Co.	0.00	170,317.52
4060 · Interest	0.00	172.47
4070 · Grants & Donations	0.00	15,566.23
4071 · Community Foundation	40,000.00	40,000.00
4080 · Fishing Tournament	0.00	1,150.00
4090 · Park Reservations	0.00	4,420.05
4100 · Park Admission Fees	0.00	73,280.00
4110 · Concessions	0.00	50.00
4120 · Other Income	30,600.00	30,800.00
<b>Total Income</b>	71,668.00	625,623.25
<b>Expense</b>		
2001 · Park Capital Improvement Fund	3,080.38	23,261.99
6000 · Manager	5,711.54	65,682.71
6001 · Operations Supervisor	4,416.66	35,333.28
6010 · FICA	915.56	9,951.55
6020 · State Unemployment Tax	88.50	276.96
6025 · Merchant Fees	29.97	918.90
6030 · Retirement	1,387.72	14,315.27
6070 · Gate Attendant	1,217.40	23,360.40
6080 · Seasonal Labor	622.50	8,857.50
6112 · Dredger (Other)	0.00	2,100.00
6114 · Assistant Dredger (Other)	0.00	2,052.00
6120 · Season & Launch Permits	0.00	1,842.58
6130 · Daily Permits	0.00	78.00
6140 · Receipt/Tickets Books	0.00	410.90
6160 · Printer, Copier & Computer Supp	0.00	99.99
6170 · Miscellaneous-Other	0.00	595.54
6180 · Postage	120.00	738.42
6190 · General Business Supplies	0.00	1,898.35
6200 · Regular Gas	0.00	5,735.82
6240 · Building & Grounds	964.50	7,504.44
6250 · Boat/Weed Harvester/Truck	0.00	610.73
6251 · Dredging Supplies	2,733.66	11,764.11
6260 · Uniforms	0.00	532.60
6290 · Signs & Nautical Markers	0.00	5,274.40
6300 · Accounting Services	0.00	450.00
6310 · Grass	0.00	10,860.00
6320 · Attorney	0.00	3,776.00
6330 · Consulting Engineer	1,085.00	6,988.99
6350 · Other Prof/Secretarial Service	0.00	772.81
6370 · Phone, LDT, Pager, E-Mail	313.13	3,497.21
6390 · Hotel	0.00	556.00
6400 · Meals	0.00	125.85
6410 · Subscriptions	27.49	1,280.81
6430 · Ads	51.60	154.13
6440 · Other	111.67	1,303.37
6441 · Event Planning	0.00	328.06
6450 · Insurance	0.00	55,434.00
6460 · Electric	439.00	5,011.00
6470 · Water	118.05	1,351.57
6480 · Trash	25.53	2,018.84
6490 · Port-O-Lets	190.50	2,643.00
6500 · Pump Holding Tank	0.00	1,375.00
6510 · Building & Grounds Expense	0.00	493.00
6520 · Boat	300.00	1,859.25
6530 · Truck	0.00	97.28

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

Cash Basis

November 2022

	Nov 22	Jan - Nov 22
6541 · Dredging Equipment Maintenance	2,115.00	10,185.71
6542 · Equipment Rental	0.00	365.88
6560 · Water Testing	0.00	14,067.00
6570 · Lake Weed Treatment	0.00	34,584.10
6600 · 6% MarinaPermit Sales	0.00	954.45
6661 · Disposal Site Preparation	0.00	4,361.14
6681 · Fireworks	0.00	8,540.00
6730 · Patrol Boat	0.00	0.00
6750 · Sediment Mitigation	87,141.51	522,167.20
6790 · Bond Repayment - SedimentMgmt	0.00	37,250.00
<b>Total Expense</b>	<b>113,206.87</b>	<b>956,048.09</b>
<b>Net Income</b>	<b>-41,538.87</b>	<b>-330,424.84</b>

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

Cash Basis

November 2022

	Nov 22	Nov 21	\$ Change	% Change
<b>Income</b>				
4000 · Watercraft Permits	506.00	6,890.00	-6,384.00	-92.7%
4010 · Launch Fees	247.00	150.00	97.00	64.7%
4020 · Marina & Club Fees	315.00	0.00	315.00	100.0%
4060 · Interest	0.00	28.23	-28.23	-100.0%
4071 · Community Foundation	40,000.00	0.00	40,000.00	100.0%
4120 · Other Income	30,600.00	0.00	30,600.00	100.0%
<b>Total Income</b>	<b>71,668.00</b>	<b>7,068.23</b>	<b>64,599.77</b>	<b>914.0%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	3,080.38	0.00	3,080.38	100.0%
6000 · Manager	5,711.54	5,461.54	250.00	4.6%
6001 · Operations Supervisor	4,416.66	1,430.77	2,985.89	208.7%
6010 · FICA	915.56	775.02	140.54	18.1%
6020 · State Unemployment Tax	88.50	70.62	17.88	25.3%
6025 · Merchant Fees	29.97	57.66	-27.69	-48.0%
6030 · Retirement	1,387.72	978.71	409.01	41.8%
6070 · Gate Attendant	1,217.40	1,111.00	106.40	9.6%
6080 · Seasonal Labor	622.50	0.00	622.50	100.0%
6114 · Assistant Dredger (Other)	0.00	2,127.50	-2,127.50	-100.0%
6180 · Postage	120.00	58.00	62.00	106.9%
6200 · Regular Gas	0.00	2,027.40	-2,027.40	-100.0%
6210 · Diesel	0.00	1,852.49	-1,852.49	-100.0%
6240 · Building & Grounds	964.50	14.30	950.20	6,644.8%
6250 · Boat/Weed Harvester/Truck	0.00	201.59	-201.59	-100.0%
6251 · Dredging Supplies	2,733.66	72.62	2,661.04	3,664.3%
6320 · Attorney	0.00	40.00	-40.00	-100.0%
6330 · Consulting Engineer	1,085.00	2,261.50	-1,176.50	-52.0%
6370 · Phone, LDT, Pager, E-Mail	313.13	315.76	-2.63	-0.8%
6410 · Subscriptions	27.49	14.99	12.50	83.4%
6430 · Ads	51.60	43.59	8.01	18.4%
6440 · Other	111.67	61.76	49.91	80.8%
6450 · Insurance	0.00	8,011.00	-8,011.00	-100.0%
6460 · Electric	439.00	318.00	121.00	38.1%
6470 · Water	118.05	180.60	-62.55	-34.6%
6480 · Trash	25.53	20.00	5.53	27.7%
6490 · Port-O-Lets	190.50	170.00	20.50	12.1%
6520 · Boat	300.00	0.00	300.00	100.0%
6541 · Dredging Equipment Maintenance	2,115.00	0.00	2,115.00	100.0%
6661 · Disposal Site Preparation	0.00	1,380.91	-1,380.91	-100.0%
6750 · Sediment Mitigation	87,141.51	40,050.00	47,091.51	117.6%
<b>Total Expense</b>	<b>113,206.87</b>	<b>69,107.33</b>	<b>44,099.54</b>	<b>63.8%</b>
<b>Net Income</b>	<b>-41,538.87</b>	<b>-62,039.10</b>	<b>20,500.23</b>	<b>33.0%</b>



# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

Cash Basis

January through November 2022

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	7,078.09	12,000.00	-4,921.91	59.0%
2394 · Monroe Co - Cumulative Conserv	20,836.11	37,000.00	-16,163.89	56.3%
4000 · Watercraft Permits	132,606.76	140,000.00	-7,393.24	94.7%
4010 · Launch Fees	25,173.54	25,000.00	173.54	100.7%
4020 · Marina & Club Fees	12,465.00	10,000.00	2,465.00	124.7%
4030 · Sublease & Access Fees	34,960.00	27,000.00	7,960.00	129.5%
4040 · Property Tax - Brown Co.	56,747.48	94,192.00	-37,444.52	60.2%
4050 · Property Tax -Monroe Co.	170,317.52	268,084.00	-97,766.48	63.5%
4060 · Interest	172.47	3,000.00	-2,827.53	5.7%
4070 · Grants & Donations	15,566.23	12,000.00	3,566.23	129.7%
4071 · Community Foundation	40,000.00	40,000.00	0.00	100.0%
4080 · Fishing Tournament	1,150.00	1,500.00	-350.00	76.7%
4090 · Park Reservations	4,420.05	3,000.00	1,420.05	147.3%
4100 · Park Admission Fees	73,280.00	80,000.00	-6,720.00	91.6%
4110 · Concessions	50.00	0.00	50.00	100.0%
4120 · Other Income	30,800.00	0.00	30,800.00	100.0%
4130 · Dredging/Rip-Rap Income	0.00	65,000.00	-65,000.00	0.0%
4140 · Dredging Loan Proceeds	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>625,623.25</b>	<b>817,776.00</b>	<b>-192,152.75</b>	<b>76.5%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	23,261.99	50,000.00	-26,738.01	46.5%
2002 · Park Recreation Improvement	0.00	0.00	0.00	0.0%
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	65,682.71	68,250.00	-2,567.29	96.2%
6001 · Operations Supervisor	35,333.28	40,000.00	-4,666.72	88.3%
6002 · Equipment Operations Supervisor	0.00	42,436.00	-42,436.00	0.0%
6010 · FICA	9,951.55	14,500.00	-4,548.45	68.6%
6020 · State Unemployment Tax	276.96	800.00	-523.04	34.6%
6025 · Merchant Fees	918.90	3,000.00	-2,081.10	30.6%
6030 · Retirement	14,315.27	22,000.00	-7,684.73	65.1%
6040 · Health Insurance	0.00	15,000.00	-15,000.00	0.0%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6060 · Dental Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	23,360.40	25,000.00	-1,639.60	93.4%
6080 · Seasonal Labor	8,857.50	0.00	8,857.50	100.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	0.00	0.00	0.00	0.0%
6110 · Lake Biologist	0.00	0.00	0.00	0.0%
6111 · Dredger	0.00	0.00	0.00	0.0%
6112 · Dredger (Other)	2,100.00	0.00	2,100.00	100.0%
6113 · Assistant Dredger	0.00	0.00	0.00	0.0%
6114 · Assistant Dredger (Other)	2,052.00	9,500.00	-7,448.00	21.6%
6115 · Dredger (Private)	0.00	0.00	0.00	0.0%
6116 · Assistant Dredger (Private)	0.00	9,500.00	-9,500.00	0.0%
6120 · Season & Launch Permits	1,842.58	2,000.00	-157.42	92.1%
6130 · Daily Permits	78.00	300.00	-222.00	26.0%
6140 · Receipt/Tickets Books	410.90	400.00	10.90	102.7%
6150 · Checks	0.00	400.00	-400.00	0.0%
6160 · Printer, Copier & Computer Supp	99.99	500.00	-400.01	20.0%
6170 · Miscellaneous-Other	595.54	1,000.00	-404.46	59.6%
6180 · Postage	738.42	750.00	-11.58	98.5%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	1,898.35	1,000.00	898.35	189.8%
6200 · Regular Gas	5,735.82	9,000.00	-3,264.18	63.7%
6210 · Diesel	0.00	12,000.00	-12,000.00	0.0%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	7,504.44	6,000.00	1,504.44	125.1%
6250 · Boat/Weed Harvester/Truck	610.73	1,500.00	-889.27	40.7%
6251 · Dredging Supplies	11,764.11	12,000.00	-235.89	98.0%
6252 · Rip Rap/Erosion Control	0.00	18,000.00	-18,000.00	0.0%
6260 · Uniforms	532.60	800.00	-267.40	66.6%

# LAKE LEMON CONSERVANCY

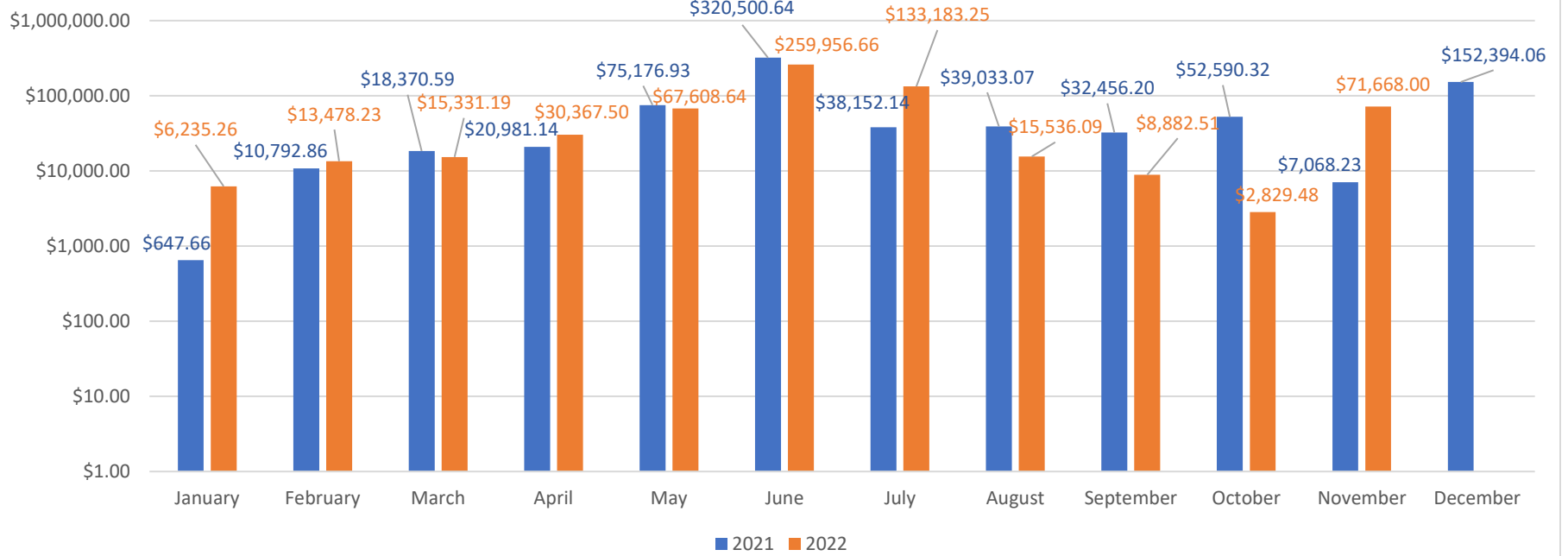
## Profit & Loss Budget vs. Actual

Cash Basis

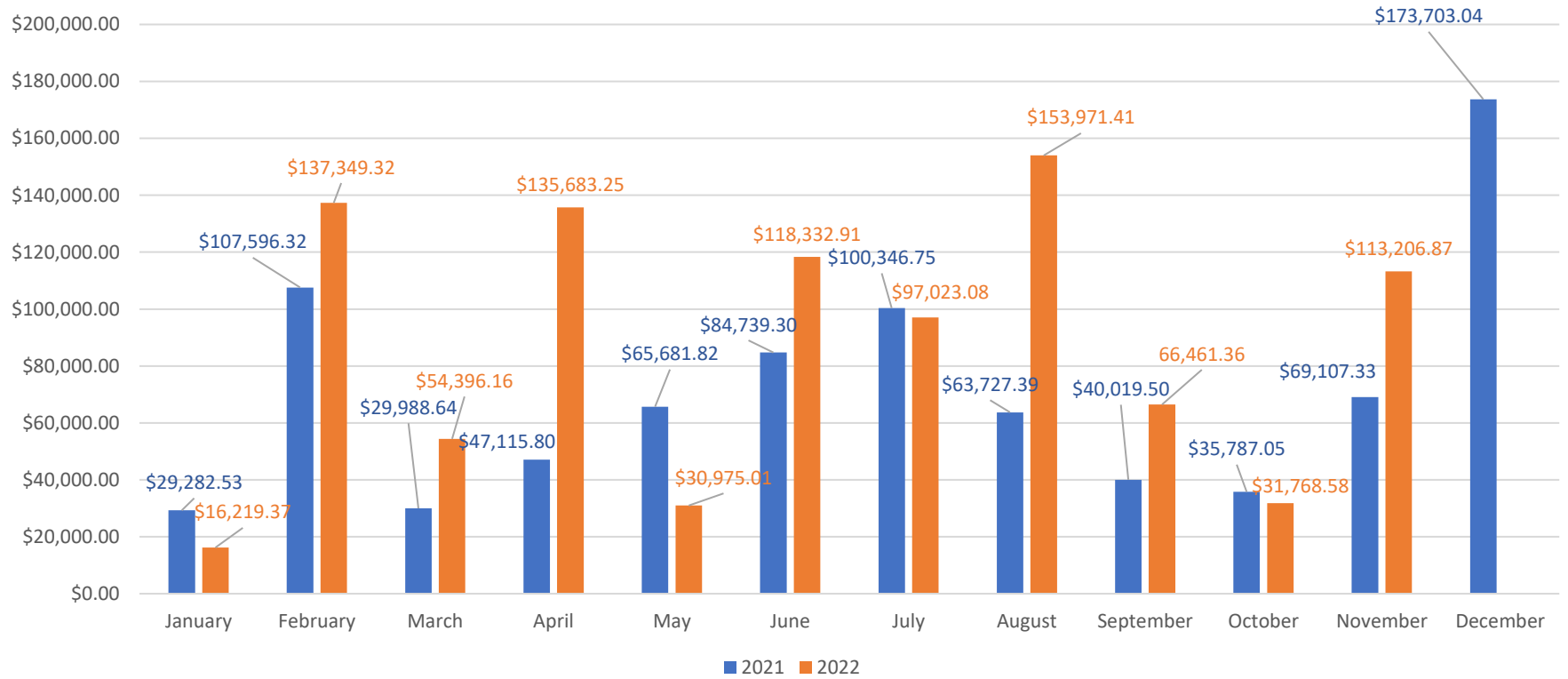
January through November 2022

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
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	5,274.40	5,000.00	274.40	105.5%
6300 · Accounting Services	450.00	6,000.00	-5,550.00	7.5%
6310 · Grass	10,860.00	10,860.00	0.00	100.0%
6320 · Attorney	3,776.00	4,000.00	-224.00	94.4%
6325 · Fish Managment Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	6,988.99	20,000.00	-13,011.01	34.9%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	772.81	1,000.00	-227.19	77.3%
6370 · Phone, LDT, Pager, E-Mail	3,497.21	4,500.00	-1,002.79	77.7%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	556.00	300.00	256.00	185.3%
6400 · Meals	125.85	150.00	-24.15	83.9%
6410 · Subscriptions	1,280.81	1,500.00	-219.19	85.4%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	154.13	500.00	-345.87	30.8%
6440 · Other	1,303.37	1,200.00	103.37	108.6%
6441 · Event Planning	328.06	1,500.00	-1,171.94	21.9%
6450 · Insurance	55,434.00	50,000.00	5,434.00	110.9%
6460 · Electric	5,011.00	5,000.00	11.00	100.2%
6470 · Water	1,351.57	1,200.00	151.57	112.6%
6480 · Trash	2,018.84	2,000.00	18.84	100.9%
6490 · Port-O-Lets	2,643.00	2,500.00	143.00	105.7%
6500 · Pump Holding Tank	1,375.00	1,000.00	375.00	137.5%
6510 · Building & Grounds Expense	493.00	0.00	493.00	100.0%
6520 · Boat	1,859.25	2,000.00	-140.75	93.0%
6530 · Truck	97.28	1,000.00	-902.72	9.7%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	10,185.71	12,000.00	-1,814.29	84.9%
6542 · Equipment Rental	365.88	10,000.00	-9,634.12	3.7%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	14,067.00	12,050.00	2,017.00	116.7%
6570 · Lake Weed Treatment	34,584.10	50,000.00	-15,415.90	69.2%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6600 · 6% MarinaPermit Sales	954.45	2,300.00	-1,345.55	41.5%
6610 · Cumulative Maintenance Fund	0.00	0.00	0.00	0.0%
6620 · Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 · Spillway Repairs	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	4,361.14	20,000.00	-15,638.86	21.8%
6680 · Other Services and Charges	0.00	2,000.00	-2,000.00	0.0%
6681 · Fireworks	8,540.00	8,000.00	540.00	106.8%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	522,167.20	779,000.00	-256,832.80	67.0%
6790 · Bond Repayment - SedimentMgmt	37,250.00	79,250.00	-42,000.00	47.0%
<b>Total Expense</b>	<b>956,048.09</b>	<b>1,472,946.00</b>	<b>-516,897.91</b>	<b>64.9%</b>
<b>Net Income</b>	<b>-330,424.84</b>	<b>-655,170.00</b>	<b>324,745.16</b>	<b>50.4%</b>

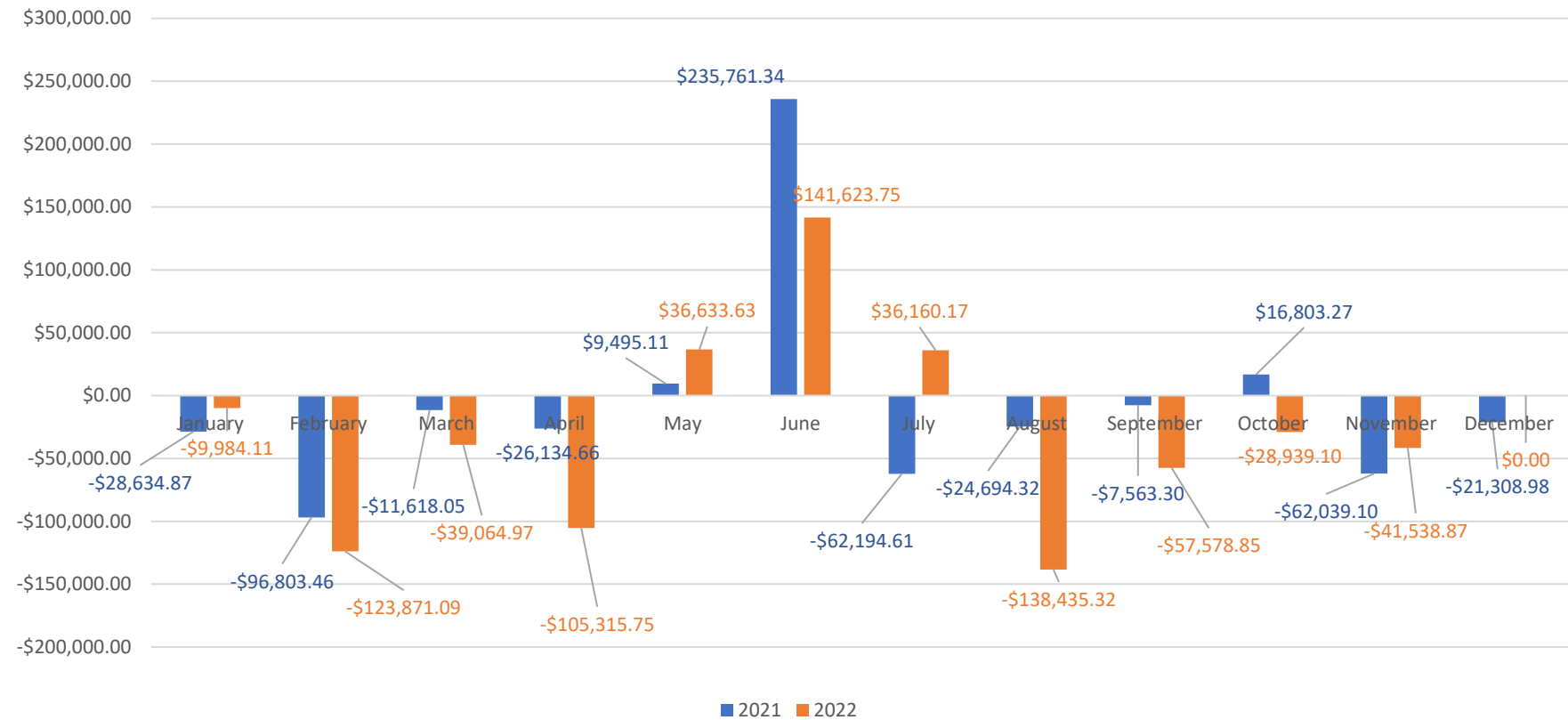
### Previous Year Income Comparison



## Previous Year Expense Comparison



Previous Year Net Income Comparison



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12/06/22

**LAKE LEMON CONSERVANCY****Reconciliation Summary****1000 - Peoples State Bank - General, Period Ending 11/30/2022**

	<u>Nov 30, 22</u>
<b>Beginning Balance</b>	<b>578,769.57</b>
<b>Cleared Transactions</b>	
Checks and Payments - 16 Items	-22,673.45
Deposits and Credits - 9 Items	72,021.00
<b>Total Cleared Transactions</b>	<b>49,347.55</b>
<b>Cleared Balance</b>	<b>628,117.12</b>
<b>Uncleared Transactions</b>	
Checks and Payments - 6 Items	-91,028.66
Deposits and Credits - 2 Items	54.00
<b>Total Uncleared Transactions</b>	<b>-90,974.66</b>
<b>Register Balance as of 11/30/2022</b>	<b>537,142.46</b>
<b>New Transactions</b>	
Checks and Payments - 3 Items	-42,420.91
<b>Total New Transactions</b>	<b>-42,420.91</b>
<b>Ending Balance</b>	<b>494,721.55</b>

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12/06/22

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 11/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						578,769.57
<b>Cleared Transactions</b>						
<b>Checks and Payments - 16 Items</b>						
Check	10/18/2022	5686	COMCAST CABLE	X	-313.15	-313.15
Check	10/18/2022	5694	RUMPKE OF INDIA...	X	-24.91	-338.06
Check	11/09/2022	5702	B & B WATER CORP	X	-118.05	-456.11
Check	11/09/2022	5704	STAPLES CREDIT ...	X	-111.67	-567.78
Check	11/09/2022	5703	RUMPKE OF INDIA...	X	-25.53	-593.31
Check	11/09/2022	5705	AIM MEDIA INDIANA	X	-23.54	-616.85
Check	11/17/2022	5706	PAUL YOUNG PLU...	X	-964.50	-1,581.35
Check	11/17/2022	5710	YOUNG TRUCKING...	X	-680.38	-2,261.73
Check	11/17/2022	5707	PINE GROVE MARI...	X	-233.73	-2,495.46
Check	11/17/2022	5709	IZZY'S RENTAL	X	-190.50	-2,685.96
Check	11/21/2022	5614	LAKE LEMON MARI...	X	-300.00	-2,985.96
Check	11/21/2022	5711	GATEHOUSE MEDI...	X	-28.06	-3,014.02
Check	11/23/2022	5714	SCI REMC	X	-439.00	-3,453.02
General Journal	11/30/2022			X	-8,633.03	-12,086.05
General Journal	11/30/2022			X	-5,824.98	-17,911.03
Check	11/30/2022	ACH	VISA	X	-4,762.42	-22,673.45
<b>Total Checks and Payments</b>					-22,673.45	-22,673.45
<b>Deposits and Credits - 9 Items</b>						
General Journal	10/31/2022			X	153.00	153.00
General Journal	11/04/2022			X	40,040.00	40,193.00
General Journal	11/07/2022			X	120.00	40,313.00
General Journal	11/07/2022			X	693.00	41,006.00
General Journal	11/14/2022			X	120.00	41,126.00
General Journal	11/14/2022			X	30,180.00	71,306.00
General Journal	11/18/2022			X	515.00	71,821.00
General Journal	12/01/2022			X	200.00	72,021.00
Check	12/02/2022	5717	HEARTLAND DRED...	X	0.00	72,021.00
<b>Total Deposits and Credits</b>					72,021.00	72,021.00
<b>Total Cleared Transactions</b>					49,347.55	49,347.55
<b>Cleared Balance</b>					49,347.55	628,117.12
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 6 Items</b>						
Check	05/04/2020	4980	MONROE CO HEAL...		-75.00	-75.00
Check	08/21/2021	5430	ENGRAVING & STA...		-14.02	-89.02
Check	11/17/2022	5708	COMCAST CABLE		-313.13	-402.15
Check	11/21/2022	5712	CHRISTOPHER B B...		-1,085.00	-1,487.15
Check	11/23/2022	5713	HEARTLAND DRED...		-87,141.51	-88,628.66
Check	11/23/2022	5715	N. ANDERSON EX...		-2,400.00	-91,028.66
<b>Total Checks and Payments</b>					-91,028.66	-91,028.66
<b>Deposits and Credits - 2 Items</b>						
General Journal	04/27/2021				18.00	18.00
General Journal	04/21/2022				36.00	54.00
<b>Total Deposits and Credits</b>					54.00	54.00
<b>Total Uncleared Transactions</b>					-90,974.66	-90,974.66
<b>Register Balance as of 11/30/2022</b>					-41,627.11	537,142.46
<b>New Transactions</b>						
<b>Checks and Payments - 3 Items</b>						
Check	12/02/2022	5716	Old National Wealth ...		-42,000.00	-42,000.00
Check	12/02/2022	5718	KOENING EQUIPM...		-339.82	-42,339.82
Check	12/02/2022	5719	PINE GROVE MARI...		-81.09	-42,420.91
<b>Total Checks and Payments</b>					-42,420.91	-42,420.91
<b>Total New Transactions</b>					-42,420.91	-42,420.91

4:12 PM

12/06/22

**LAKE LEMON CONSERVANCY**

**Reconciliation Detail**

**1000 · Peoples State Bank - General, Period Ending 11/30/2022**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Ending Balance					<u>-84,048.02</u>	<u>494,721.55</u>



**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Debra Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	October <b>Report of Claims: Approval of Vouchers</b>
<b>Dollar Amount</b>	\$25,802.62
<b>Meeting Date</b>	December 15th, <b>2022</b>
<b>Summary</b>	<b>Report showing check detail and payroll expenditures for October 2022</b>
<b>Staff Recommendation</b>	<b>Approval of October 2022 Report of Claims</b>

**Date: December 21, 2022**

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman  
Treasurer**

**(Report of Claims - October 2022)**

(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 \$25,802.62

Dated this 21st Day of December, 2022

**Signature of Governing Board**

Les Wadzinski  
Les Wadzinski (Dec 22, 2022 10:47 EST)

**LES WADZINSKI, CHAIRMAN**

\_\_\_\_\_  
**MICHAEL KLITZING, VICE-CHAIR**

Debra L. Ladyman  
Debra L. Ladyman (Dec 22, 2022 21:53 EST)

**DEBRA LADYMAN, TREASURER**

Steven Priddy  
Steven Priddy (Dec 23, 2022 10:36 EST)

**STEVEN PRIDDY, Sub-Area IV**

Malcolm McClure  
Malcolm McClure (Dec 22, 2022 20:10 EST)

**MALCOLM MCCLURE, Sub-Area VI**

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**MICHAEL BLACKWELL, Sub-Area VII**

\_\_\_\_\_  
**VACANT, Sub-Area III**

## LAKE LEMON CONSERVANCY

## Check Detail

October 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	10/31/2022	VISA		1000 · Peoples State ...		-2,171.71
			Pole Saw, Trimmer, Park Gates	6240 · Building & Gro...		-2,032.96	2,032.96
			Jet SKI Light Switch	6250 · Boat/Weed Har...		-13.98	13.98
			Zoom & Microsoft	6410 · Subscriptions		-27.49	27.49
			GMC - Oil Change	6530 · Truck		-97.28	97.28
TOTAL						-2,171.71	2,171.71
Check	INTAX	10/03/2022	INDIANA DEPT OF R...		1000 · Peoples State ...		-673.55
					2020 · State & Co. Wit...	-673.55	673.55
TOTAL						-673.55	673.55
Check	5684	10/11/2022	PHYCOTECH, INC.		1000 · Peoples State ...		-340.00
			Phyco Tech-Algae Testing	6560 · Water Testing		-340.00	340.00
TOTAL						-340.00	340.00
Check	5685	10/11/2022	B & B WATER CORP		1000 · Peoples State ...		-228.04
				6470 · Water		-228.04	228.04
TOTAL						-228.04	228.04
Check	5686	10/18/2022	COMCAST CABLE		1000 · Peoples State ...		-313.15
				6370 · Phone, LDT, P...		-313.15	313.15
TOTAL						-313.15	313.15
Check	5687	10/18/2022	FIRST INSURANCE ...		1000 · Peoples State ...		-8,285.00
				6450 · Insurance		-8,285.00	8,285.00
TOTAL						-8,285.00	8,285.00
Check	5688	10/18/2022	KLEINDORFER HAR...		1000 · Peoples State ...		-64.78
			Drill Bits and Assorted Hardware	6240 · Building & Gro...		-64.78	64.78
TOTAL						-64.78	64.78
Check	5689	10/18/2022	STAPLES CREDIT P...		1000 · Peoples State ...		-27.98
			Office Supplies	6190 · General Busine...		-27.98	27.98
TOTAL						-27.98	27.98
Check	5690	10/18/2022	LOVELAND ELECTRIC		1000 · Peoples State ...		-300.00
			Outlet Installation South Shore disposal site	6661 · Disposal Site P...		-300.00	300.00
TOTAL						-300.00	300.00
Check	5691	10/18/2022	INDUSTRIAL SERVI...		1000 · Peoples State ...		-215.13
			Hydraulic Hose Komatsu	6251 · Dredging Suppl...		-215.13	215.13
TOTAL						-215.13	215.13
Check	5692	10/18/2022	CHRISTOPHER B B...		1000 · Peoples State ...		-888.00
			Quantity Checks and Payment recs.	6330 · Consulting Eng...		-888.00	888.00
TOTAL						-888.00	888.00
Check	5693	10/18/2022	NAPA AUTO PARTS		1000 · Peoples State ...		-20.99

# LAKE LEMON CONSERVANCY

## Check Detail

October 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			GMC- Running Lamp Relay Switch		6250 · Boat/Weed Har...	-20.99	20.99
TOTAL						-20.99	20.99
Check	5694	10/18/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-24.91
					6480 · Trash	-24.91	24.91
TOTAL						-24.91	24.91
Check	5695	10/18/2022	SPC, INC.		1000 · Peoples State ...		-245.00
			Fall Pest Control Treatment - Office		6240 · Building & Gro...	-245.00	245.00
TOTAL						-245.00	245.00
Check	5696	10/18/2022	N. ANDERSON EXC...		1000 · Peoples State ...		-1,810.00
					6310 · Grass	-1,810.00	1,810.00
TOTAL						-1,810.00	1,810.00
Check	5697	10/18/2022	LOWE'S COMPANIE...		1000 · Peoples State ...		-132.66
			Quikrete & Bollards Posts		6240 · Building & Gro...	-85.62	85.62
			Toilet Paper & Soap		6190 · General Busine...	-47.04	47.04
TOTAL						-132.66	132.66
Check	5698	10/18/2022	SCI REMC		1000 · Peoples State ...		-596.00
					6460 · Electric	-596.00	596.00
TOTAL						-596.00	596.00
Check	5699	10/18/2022	IZZY'S RENTAL		1000 · Peoples State ...		-190.50
					6490 · Port-O-Lets	-190.50	190.50
TOTAL						-190.50	190.50
Check	5700	10/18/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-206.00
					6480 · Trash	-206.00	206.00
TOTAL						-206.00	206.00
Check	5701	10/18/2022	US POST MASTER		1000 · Peoples State ...		-120.00
			Stamps- Watkins		6180 · Postage	-120.00	120.00
TOTAL						-120.00	120.00

Total: \$16,853.40

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	Behrman, Harlan			Brown, Andrew M			Carlson...
	Hours	Rate	Oct 22	Hours	Rate	Oct 22	Hours
<b>Employee Wages, Taxes and Adjustments</b>							
Gross Pay							
Salary-6000			0.00			0.00	
Salary-6001			0.00			0.00	
Reg. Pay-6070	39.5	12.00	474.00	32	12.00	384.00	
Reg. Pay-6080			0.00			0.00	
Reg. Pay-6112			0.00			0.00	
<b>Total Gross Pay</b>	<b>39.5</b>		<b>474.00</b>	<b>32</b>		<b>384.00</b>	
Deductions from Gross Pay							
Emp HSA			0.00			0.00	
Insurance			0.00			0.00	
Retirement			0.00			0.00	
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>	
<b>Adjusted Gross Pay</b>	<b>39.5</b>		<b>474.00</b>	<b>32</b>		<b>384.00</b>	
Taxes Withheld							
Federal Withholding			-11.00			-20.00	
Medicare Employee			-6.87			-5.57	
Social Security Employee			-29.39			-23.81	
IN - Withholding			-15.31			-12.40	
Marion Co			0.00			0.00	
Medicare Employee Addl Tax			0.00			0.00	
Monroe Co.			-6.37			-5.17	
<b>Total Taxes Withheld</b>			<b>-68.94</b>			<b>-66.95</b>	
<b>Net Pay</b>	<b>39.5</b>		<b>405.06</b>	<b>32</b>		<b>317.05</b>	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment			0.00			2.30	
Medicare Company			6.87			5.57	
Social Security Company			29.39			23.81	
IN - Unemployment Company			2.37			1.92	
<b>Total Employer Taxes and Contributions</b>			<b>38.63</b>			<b>33.60</b>	

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	Carlson, Ross		Casey, Adam W			Healey, Jessica S	
	Rate	Oct 22	Hours	Rate	Oct 22	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>							
Gross Pay							
Salary-6000		0.00			5,711.54		
Salary-6001		4,416.66			0.00		
Reg. Pay-6070		0.00			0.00		
Reg. Pay-6080		0.00			0.00	44	15.00
Reg.Pay-6112		0.00			0.00		
Total Gross Pay		4,416.66			5,711.54	44	
Deductions from Gross Pay							
Emp HSA		0.00			0.00		
Insurance		0.00			0.00		
Retirement		-265.00			-342.70		
Total Deductions from Gross Pay		-265.00			-342.70		
Adjusted Gross Pay		4,151.66			5,368.84	44	
Taxes Withheld							
Federal Withholding		-322.00			-846.00		
Medicare Employee		-64.04			-82.82		
Social Security Employee		-273.83			-354.11		
IN - Withholding		-131.40			-173.42		
Marion Co		-83.86			0.00		
Medicare Employee Addl Tax		0.00			0.00		
Monroe Co.		0.00			-58.78		
Total Taxes Withheld		-875.13			-1,515.13		
Net Pay		<u><b>3,276.53</b></u>			<u><b>3,853.71</b></u>	<u><b>44</b></u>	
Employer Taxes and Contributions							
Federal Unemployment		0.00			0.00		
Medicare Company		64.04			82.82		
Social Security Company		273.83			354.11		
IN - Unemployment Company		0.00			0.00		
Total Employer Taxes and Contributions		<u><b>337.87</b></u>			<u><b>436.93</b></u>		

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

	Healey, ...	Long, Nicholas A		Schunn, Lily G			
	Oct 22	Hours	Rate	Oct 22	Hours	Rate	Oct 22
Employee Wages, Taxes and Adjustments							
Gross Pay							
Salary-6000	0.00			0.00			0.00
Salary-6001	0.00			0.00			0.00
Reg. Pay-6070	0.00			0.00	19.25	12.00	231.00
Reg. Pay-6080	660.00			0.00			0.00
Reg.Pay-6112	0.00	12	30.00	360.00			0.00
Total Gross Pay	660.00	12		360.00	19.25		231.00
Deductions from Gross Pay							
Emp HSA	0.00			0.00			0.00
Insurance	0.00			0.00			0.00
Retirement	0.00			0.00			0.00
Total Deductions from Gross Pay	0.00			0.00			0.00
Adjusted Gross Pay	660.00	12		360.00	19.25		231.00
Taxes Withheld							
Federal Withholding	0.00			0.00			-5.00
Medicare Employee	-9.57			-5.22			-3.35
Social Security Employee	-40.92			-22.32			-14.32
IN - Withholding	-21.32			-10.28			-6.12
Marion Co	0.00			0.00			0.00
Medicare Employee Addl Tax	0.00			0.00			0.00
Monroe Co.	-8.88			-4.28			-2.55
Total Taxes Withheld	-80.69			-42.10			-31.34
Net Pay	579.31	12		317.90	19.25		199.66
Employer Taxes and Contributions							
Federal Unemployment	0.00			2.16			1.38
Medicare Company	9.57			5.22			3.35
Social Security Company	40.92			22.32			14.32
IN - Unemployment Company	3.30			1.80			1.16
Total Employer Taxes and Contributions	53.79			31.50			20.21

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
**October 2022**

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	TOTAL		
	Hours	Rate	Oct 22
Employee Wages, Taxes and Adjustments			
Gross Pay			
Salary-6000			5,711.54
Salary-6001			4,416.66
Reg. Pay-6070	90.75		1,089.00
Reg. Pay-6080	44.00		660.00
Reg.Pay-6112	12.00		360.00
Total Gross Pay	146.75		12,237.20
Deductions from Gross Pay			
Emp HSA			0.00
Insurance			0.00
Retirement			-607.70
Total Deductions from Gross Pay			-607.70
Adjusted Gross Pay	146.75		11,629.50
Taxes Withheld			
Federal Withholding			-1,204.00
Medicare Employee			-177.44
Social Security Employee			-758.70
IN - Withholding			-370.25
Marion Co			-83.86
Medicare Employee Addl Tax			0.00
Monroe Co.			-86.03
Total Taxes Withheld			-2,680.28
Net Pay	146.75		8,949.22
Employer Taxes and Contributions			
Federal Unemployment			5.84
Medicare Company			177.44
Social Security Company			758.70
IN - Unemployment Company			10.55
Total Employer Taxes and Contributions			952.53



**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Debra Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	November <b>Report of Claims: Approval of Vouchers</b>
<b>Dollar Amount</b>	\$107,450.05
<b>Meeting Date</b>	December 15th, <b>2022</b>
<b>Summary</b>	<b>Report showing check detail and payroll expenditures for November 2022</b>
<b>Staff Recommendation</b>	<b>Approval of October 2022 Report of Claims</b>

**Date: December 21, 2022**

**ALLOWANCE OF VOUCHERS**

**Debra Ladyman  
Treasurer**

**(Report of Claims - November 2022)**

(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 \$107,450.05

Dated this 21st Day of December, 2022

**Signature of Governing Board**

*Les Wadzinski*

Les Wadzinski (Dec 22, 2022 10:47 EST)

**LES WADZINSKI, CHAIRMAN**

\_\_\_\_\_  
**MICHAEL KLITZING, VICE-CHAIR**

*Debra L. Ladyman*

Debra L. Ladyman (Dec 22, 2022 21:53 EST)

\_\_\_\_\_  
**DEBRA LADYMAN, TREASURER**

*Steven Priddy*

Steven Priddy (Dec 23, 2022 10:36 EST)

\_\_\_\_\_  
**STEVEN PRIDDY, Sub-Area IV**

*Malcolm McClure*

Malcolm McClure (Dec 22, 2022 20:10 EST)

\_\_\_\_\_  
**MALCOLM MCCLURE, Sub-Area VI**

\_\_\_\_\_  
**MICHAEL BLACKWELL, Sub-Area VII**

\_\_\_\_\_  
**VACANT, Sub-Area III**

# LAKE LEMON CONSERVANCY

## Check Detail

November 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	11/30/2022	VISA		1000 · Peoples State ...		-4,762.42
				Stamps- Office 6180 · Postage		-120.00	120.00
				UR Industrial track Hydraulic lines Repair Komatsu 6251 · Dredging Suppl...		-2,499.93	2,499.93
				Zoom & Microsoft 6410 · Subscriptions		-27.49	27.49
				UR Industrial track Hydraulic lines Repair Komatsu 6541 · Dredging Equip...		-2,115.00	2,115.00
TOTAL						-4,762.42	4,762.42
Check	5614	11/21/2022	LAKE LEMON MARI...		1001 · Peoples St Ba...		-300.00
				Jet Ski Winterization	6520 · Boat	-300.00	300.00
TOTAL						-300.00	300.00
Check	5702	11/09/2022	B & B WATER CORP		1000 · Peoples State ...		-118.05
					6470 · Water	-118.05	118.05
TOTAL						-118.05	118.05
Check	5703	11/09/2022	RUMPKE OF INDIAN...		1000 · Peoples State ...		-25.53
					6480 · Trash	-25.53	25.53
TOTAL						-25.53	25.53
Check	5704	11/09/2022	STAPLES CREDIT P...		1000 · Peoples State ...		-111.67
				Election Post Card Printing	6440 · Other	-111.67	111.67
TOTAL						-111.67	111.67
Check	5705	11/09/2022	AIM MEDIA INDIANA		1000 · Peoples State ...		-23.54
				Herald Times- Public Notice election	6430 · Ads	-23.54	23.54
TOTAL						-23.54	23.54
Check	5706	11/17/2022	PAUL YOUNG PLUM...		1000 · Peoples State ...		-964.50
				De-winterize and Bathhouse/shelter plumbing repair	6240 · Building & Gro...	-964.50	964.50
TOTAL						-964.50	964.50
Check	5707	11/17/2022	PINE GROVE MARIN...		1000 · Peoples State ...		-233.73
				Small barge motor winterization supplies	6251 · Dredging Suppl...	-233.73	233.73
TOTAL						-233.73	233.73
Check	5708	11/17/2022	COMCAST CABLE		1000 · Peoples State ...		-313.13
					6370 · Phone, LDT, P...	-313.13	313.13
TOTAL						-313.13	313.13
Check	5709	11/17/2022	IZZY'S RENTAL		1000 · Peoples State ...		-190.50
					6490 · Port-O-Lets	-190.50	190.50
TOTAL						-190.50	190.50
Check	5710	11/17/2022	YOUNG TRUCKING I...		1001 · Peoples St Ba...		-680.38
				Sand for beach expansion	2001 · Park Capital Im...	-680.38	680.38
TOTAL						-680.38	680.38
Check	5711	11/21/2022	GATEHOUSE MEDIA...		1000 · Peoples State ...		-28.06

# LAKE LEMON CONSERVANCY

## Check Detail

November 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
			Brown County Public Notice Election		6430 · Ads	-28.06	28.06
TOTAL						-28.06	28.06
Check	5712	11/21/2022	CHRISTOPHER B B...		1000 · Peoples State ...		-1,085.00
			Sediment Verification and payment recommendation		6330 · Consulting Eng...	-1,085.00	1,085.00
TOTAL						-1,085.00	1,085.00
Check	5713	11/23/2022	HEARTLAND DRED...		1000 · Peoples State ...		-87,141.51
			Hydraulic Dredging Payment		6750 · Sediment Mitig...	-87,141.51	87,141.51
TOTAL						-87,141.51	87,141.51
Check	5714	11/23/2022	SCI REMC		1000 · Peoples State ...		-439.00
					6460 · Electric	-439.00	439.00
TOTAL						-439.00	439.00
Check	5715	11/23/2022	N. ANDERSON EXC...		1001 · Peoples St Ba...		-2,400.00
			Beach Expansion/Seeding/Park Grading		2001 · Park Capital Im...	-2,400.00	2,400.00
TOTAL						-2,400.00	2,400.00

Total: \$98,817.02

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Behrman, Harlan			Brown, Andrew M			Carlson...
	Hours	Rate	Nov 22	Hours	Rate	Nov 22	Hours
<b>Employee Wages, Taxes and Adjustments</b>							
Gross Pay							
Salary-6000			0.00			0.00	
Salary-6001			0.00			0.00	
Reg. Pay-6070	56	12.00	672.00	45.45	12.00	545.40	
Reg. Pay-6080			0.00			0.00	
<b>Total Gross Pay</b>	<b>56</b>		<b>672.00</b>	<b>45.45</b>		<b>545.40</b>	
Deductions from Gross Pay							
Emp HSA			0.00			0.00	
Insurance			0.00			0.00	
Retirement			0.00			0.00	
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>	
<b>Adjusted Gross Pay</b>	<b>56</b>		<b>672.00</b>	<b>45.45</b>		<b>545.40</b>	
Taxes Withheld							
Federal Withholding			-31.00			-18.00	
Medicare Employee			-9.75			-7.91	
Social Security Employee			-41.66			-33.81	
IN - Withholding			-21.70			-17.62	
Marion Co			0.00			0.00	
Medicare Employee Addl Tax			0.00			0.00	
Monroe Co.			-13.67			-11.10	
<b>Total Taxes Withheld</b>			<b>-117.78</b>			<b>-88.44</b>	
<b>Net Pay</b>	<b>56</b>		<b>554.22</b>	<b>45.45</b>		<b>456.96</b>	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment			0.00			3.27	
Medicare Company			9.75			7.91	
Social Security Company			41.66			33.81	
IN - Unemployment Company			3.36			2.72	
<b>Total Employer Taxes and Contributions</b>			<b>54.77</b>			<b>47.71</b>	

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Carlson, Ross		Casey, Adam W			Healey, Jessica S	
	Rate	Nov 22	Hours	Rate	Nov 22	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>							
Gross Pay							
Salary-6000		0.00			5,711.54		
Salary-6001		4,416.66			0.00		
Reg. Pay-6070		0.00			0.00		
Reg. Pay-6080		0.00			0.00	41.5	15.00
<b>Total Gross Pay</b>		4,416.66			5,711.54	41.5	
Deductions from Gross Pay							
Emp HSA		0.00			0.00		
Insurance		0.00			0.00		
Retirement		-265.00			-342.70		
<b>Total Deductions from Gross Pay</b>		-265.00			-342.70		
<b>Adjusted Gross Pay</b>		4,151.66			5,368.84	41.5	
Taxes Withheld							
Federal Withholding		-322.00			-846.00		
Medicare Employee		-64.04			-82.82		
Social Security Employee		-273.83			-354.12		
IN - Withholding		-131.40			-173.42		
Marion Co		-83.86			0.00		
Medicare Employee Addl Tax		0.00			0.00		
Monroe Co.		0.00			-109.26		
<b>Total Taxes Withheld</b>		-875.13			-1,565.62		
<b>Net Pay</b>		<b>3,276.53</b>			<b>3,803.22</b>	<b>41.5</b>	
<b>Employer Taxes and Contributions</b>							
Federal Unemployment		0.00			0.00		
Medicare Company		64.04			82.82		
Social Security Company		273.83			354.12		
IN - Unemployment Company		0.00			0.00		
<b>Total Employer Taxes and Contributions</b>		<b>337.87</b>			<b>436.94</b>		

**LAKE LEMON CONSERVANCY DISTRICT**  
**Payroll Summary**  
November 2022

	Healey, ...	TOTAL		
	Nov 22	Hours	Rate	Nov 22
<b>Employee Wages, Taxes and Adjustments</b>				
Gross Pay				
Salary-6000	0.00			5,711.54
Salary-6001	0.00			4,416.66
Reg. Pay-6070	0.00	101.45		1,217.40
Reg. Pay-6080	622.50	41.50		622.50
<b>Total Gross Pay</b>	<b>622.50</b>	<b>142.95</b>		<b>11,968.10</b>
Deductions from Gross Pay				
Emp HSA	0.00			0.00
Insurance	0.00			0.00
Retirement	0.00			-607.70
<b>Total Deductions from Gross Pay</b>	<b>0.00</b>			<b>-607.70</b>
<b>Adjusted Gross Pay</b>	<b>622.50</b>	<b>142.95</b>		<b>11,360.40</b>
Taxes Withheld				
Federal Withholding	0.00			-1,217.00
Medicare Employee	-9.02			-173.54
Social Security Employee	-38.60			-742.02
IN - Withholding	-20.11			-364.25
Marion Co	0.00			-83.86
Medicare Employee Addl Tax	0.00			0.00
Monroe Co.	-12.67			-146.70
<b>Total Taxes Withheld</b>	<b>-80.40</b>			<b>-2,727.37</b>
<b>Net Pay</b>	<b>542.10</b>	<b>142.95</b>		<b>8,633.03</b>
<b>Employer Taxes and Contributions</b>				
Federal Unemployment	0.00			3.27
Medicare Company	9.02			173.54
Social Security Company	38.60			742.02
IN - Unemployment Company	3.11			9.19
<b>Total Employer Taxes and Contributions</b>	<b>50.73</b>			<b>928.02</b>

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Debra Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	Resolution 10-22-06 Encumbered Funds Hydraulic Dredging
<b>Dollar Amount</b>	<b>\$426,845.39</b>
<b>Meeting Date</b>	December 15th, 2022
<b>Summary</b>	<b>Resolution 10-22-06</b> will encumber unused funds from the Hydraulic dredging contract with Valenti-Held. Paid from line item 6750- Sediment mitigation. Funds will be added for use in the 2023 LLCD Annual Budget.
<b>Staff Recommendation</b>	<b>Approval of Resolution 10-22-06</b>



## Resolution 12-22-06

### 2022 Encumbered Funds: Valenti-Held dredging Contract

**WHEREAS**, it has been determined that it is necessary to encumber 2022 funds for Valenti-Held, Hydraulic Dredging Contract, into the 2023 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 2022 contract amount be encumbered into the 2023 fiscal year.

Fund Name: General Fund

Find Line Item: 6750-Sediment Mitigation

Contract: Valenti-Held Hydraulic Dredging

Original Contract Price: \$879,000.00

2022 Budgeted Amount: \$779,000.00

Amount Paid to Date: \$352,154.61

Amount Unpaid/ to be encumbered: \$426,845.39

Reason: Substantial Completion of the contracted work will not be accomplished in time for final payment to be made in 2022. Substantial completion date will likely be in fall 2023.

Applications for payments are assessed for quantity and validity by contracted engineers.

Remaining pay applications and engineer assessment will take place as needed in 2023.

ADOPTED BY THE FOLLOWING VOTE:

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
<div><div><u>Les Wadzinski</u></div><div>Les Wadzinski (Dec 22, 2022 10:47 EST)</div></div> <div>LES WADZINSKI, CHAIRMAN</div>		
<div><div><u>MICHAEL KLITZING, VICE-CHAIR</u></div></div>		
<div><div><u>Debra L. Ladyman</u></div><div>Debra L. Ladyman (Dec 22, 2022 21:53 EST)</div></div> <div>DEBRA LADYMAN, TREASURER</div>		
<div><div><u>Steven Priddy</u></div><div>Steven Priddy (Dec 23, 2022 10:36 EST)</div></div> <div>STEVEN PRIDDY, Sub-Area IV</div>		
<div><div><u>Malcolm McClure</u></div><div>Malcolm McClure (Dec 22, 2022 20:10 EST)</div></div> <div>MALCOLM MCCLURE, Sub-Area VI</div>		
<div><div><u>MIKE BLACKWELL, Sub-Area VII</u></div></div>		
<div><div><u>Sub-Area III VACANT</u></div></div>		
<div>ATTEST: <div><div><u>Adam Casey</u></div><div>Adam Casey (Dec 22, 2022 10:41 EST)</div></div><div>LLCD District Manager</div></div>		

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Steven Priddy, Sub-Area IV</b>
<b>Action Requested</b>	<b>Discussion/Approval</b>
<b>Item/Subject</b>	Capital Campaign Feasibility Study Proposal
<b>Dollar Amount</b>	\$6,000.00-\$25,000.00
<b>Meeting Date</b>	December 15th, 2022
<b>Summary</b>	<b>Review Tiered scope of engagement proposal from</b> Kristi Howard-Schultz Consulting and discuss moving forward.
<b>Staff Recommendation</b>	Approval of \$6,000.00 Tier 3 if there is full support from the Board of Directors.

# Kristi Howard-Shultz Consulting

317.670.4644    kristi@khsconsulting.org

## Lake Lemon Tiered Scope Engagement Menu

### Tier One: Comprehensive Campaign Support–One Day a Week Campaign Director–One Year Engagement

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Reference: Visually Impaired Preschool Services, Diane Nelson

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#### Outcomes

Your organization will have a practical, iterative, capital campaign fundraising plan. The plan will outline strategic goals, objectives and measurables to provide sustainability and program growth. Staff and volunteers will have the education, training, and support needed to implement these best practices.

#### Scope of Services

1. Kristi Howard-Shultz will be the project lead.
2. Discover current fundraising activities and gaps in best practices
  - Half-Day Discovery Session to determine:
    - prospecting, acquisition, cultivation, solicitation and stewardship activities
    - current development documents and procedures, including gift entry
    - existing fundraising information including but not limited to: goals, case statements, donor classifications/levels, gift markets, solicitation and acknowledgement letters and procedures, event evaluation / cost to raise a dollar / return on investment, grants strategy, and board engagement in fundraising
  - Follow up conversations may occur to identify and obtain all existing data. It is expected that your organization will provide requested information in a timely manner.
3. Identify donor data management needs and gaps in current process
  - Half-Day Session to determine:
    - donor data needs
    - donor data currently collected
    - possible ways to fill data gaps
4. Create comprehensive resource development plan, which addresses:
  - current revenue--program fees, fundraising, events, any and all that apply
  - goals/budget
  - case for support of organization (not for individual programs/campaigns)
  - prospecting, cultivation, solicitation and stewardship objectives and activities
  - recommendations for implementing best practices of fundraising – including templates
  - timeline of activities with assigned responsibilities and due dates
  - includes initial draft, discussion of draft, and up to two rounds of electronic revisions.
5. Create comprehensive capital campaign plan, which addresses:
  - current campaign communications
  - edits for those communications
  - segmentation for those communications
  - giving levels for those communications
  - suggested mailings/campaigns to expand individual giving
  - donor visit preparation and support
6. Provide up to 1x/week coaching, training, or working sessions (total 50 hours) on best practices for donor development and data management and to ensure staff and board member engagement.
7. Conclude with a summary of findings and work and recommendations for the future.

**Investment \$25,000**

# Kristi Howard-Shultz Consulting

317.670.4644    kristi@khsconsulting.org

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## **Tier Two: Bi-Weekly Campaign Director–One Day Every Other Week–One Year Engagement**

Reference: Carmel Youth Assistance Program, Melissa Yarger

Similar to Tier One but with half of the meetings/dedicated time.

**Investment \$12,000.00**

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## **Tier Three: Assessment, Action Plan, Advisor Level Support–Four Month Engagement**

Reference: Servants At Work, Emily Reynolds

### **Outcomes**

Your organization will gain insight into the feasibility of conducting a capital campaign. The plan will be designed to be simple, iterative and continually reviewed and updated. It will serve as a living document to guide the board and staff.

### **Scope of Services**

- 2-hour Discovery Meeting with Planning/Development Committee or designated representatives
- Review of current materials [to include but not limited to: Mission, Vision Statement, prior Strategic Plans/Proposals, and other relevant materials]
- Facilitate two, in person, half-day strategic planning sessions
  - o Evaluation of current mission and programs
  - o Set vision
  - o Establish values
  - o Establish long-term and short-term focus areas
  - o Establish goals and metrics for each focus area
- Create Simple Campaign Materials/ Provide Work Plan template for staff and board use to support goals and metrics:
  - Campaign Fact Sheet
  - Segmented Survey
  - Presentation of Findings & Recommendations
- 2 hour review sessions with Planning or other designated Committee to finalize campaign materials and supporting work plans.
- Provide implementation support (3 coaching sessions and/or facilitate focus groups)

### **Logistics**

Meetings will be held virtually, unless otherwise noted.

- Each meeting will include an email to participants, a week prior, with what to prepare and consider.
- Each meeting will follow with a summary and any homework--for both the consultant and your organization staff/board.

**Investment \$6,000**

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## **Tier Four: Individual Sprints–Three Month Engagement**

Reference: Servants At Work, Laura Belko

Individual sprints can be added after an advisor investment to work through and prioritize each individual element of the plan. These sprints are [highly customized](#) to your needs and are typically an investment of **\$3,000**.

***The greatest investment in building capacity is time. Much like a college course, for each hour spent face to face with the consultant, staff should expect to spend 1-3 hours preparing for in-person sessions.***

Custom options available upon and can be right sized for your budget, staffing, and needs.

# Kristi Howard-Shultz Consulting

317.670.4644    [kristi@khsconsulting.org](mailto:kristi@khsconsulting.org)

## Client Feedback & References

"Kristi is an expert facilitator. She asks thoughtful questions, listens to and acknowledges all participants. Kristi leads the discussion. Her style is warm, friendly, inclusive, and direct. She does it all and I learn from her each time!"

Kathy Mullen, Director of Education, Visually Impaired Preschool Services of Kentucky and Indiana

"Kristi is highly responsive and accessible. She uses her skills and expertise to build relationships with staff, board and key stakeholders to propel the work of the organization forward. She works hand-in-hand with our team to provide an overarching framework and practical action steps that drive success. Kristi understands the dynamic of both large and small nonprofit environments and is adaptable to meet the needs of her client."

Becky Terry, Executive Director, Boys & Girls Club of Noblesville

"Kristi is delightful, thorough, and exceeds expectations." Erin Slater, Intentional Consulting Services



## About Your Consultant

Kristi Howard-Shultz is a nonprofit executive that leads with head and heart. Kristi grew up in Indiana but her career in nonprofit management began in New York City where she attended NYU, earning a Masters in Social Work, and stayed to work in education and community development. With 20+ years of experience working for nonprofits including nationally-known, time-tested institutions like The Boy Scouts of America, Big Brothers Big Sisters, and Boys & Girls Clubs, she has worked in nearly every capacity of fundraising throughout her career.

She has a proven track record of success in board and fund development, campaign management, and capacity building. She has built a strong reputation within the community and is sought after for her industry expertise and thought leadership. Kristi is a natural relationship builder who loves to put plans into action. Championing "firsts" for organizations is her specialty.

She is a proud graduate of the United Way of Central Indiana Youth Leadership Initiative, UWCI Women Leaders Series, CIOF Women's Fund OPTIONS Program. In addition to her practical professional experience she has also completed training with the Gallup Institute, Franklin Covey, Sandler Sales System, and Six Sigma.

As a consultant, Kristi has the unique ability to meet organizations where they are. She can marry best practices with the reality of where the organization is in its current state. She can take a client's vision and work with the board and staff to operationalize practices to achieve their vision. She is enthusiastic, authentic, and intentional. She is committed to the success of her clients. Once your work together is finished, you will have a plan, in place, in action, not just a beautiful binder on your shelf. You will have a relationship, an ally, and a resource for the future.

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Adam Casey, District Manager</b>
<b>Action Requested</b>	<b>Approval of 2023 Agreements</b>
<b>Item/Subject</b>	<b>Approval of 2023 Agreements</b>
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 15th, <b>2022</b>
<b>Summary</b>	<b>Annual Agreements updated for 2023</b>
<b>Staff Recommendation</b>	<b>Approval of Annual Agreements</b>

## 2023 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 \$250.00, discounted to \$210.00 if received at the LLCD Office no later than March 1, 2023. The final due date for sublease fee payment shall be May 31, 2023 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.



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

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

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

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

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

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

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

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

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

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

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this 15<sup>th</sup> day of December, 2023.

**SUBLESSEE**

**By:**

\*

(Signature)

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

\*Lake Address: \_\_\_\_\_  
\_\_\_\_\_

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

\*Home Address: \_\_\_\_\_  
\_\_\_\_\_

\*Telephone \_\_\_\_\_

\*Parcel Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

**By:**

(Signature)

Title: LLCD District Manager

**CITY OF BLOOMINGTON UTILITIES**

**By:**

(Signature)

Name Printed: Vic Kelson

Title: CBU Director

\* Allow 4-6 weeks for processing.

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

**LLCD**  
**7599 North Tunnel Road**  
**Unionville, IN 47468**

For Office Use Only

\*\*\*\*\*

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

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

## 2023 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 2023, the Port Hole shall pay a fee to LLCD, as follows:
  - a. \$ 650.00 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, 2023.
  - 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 15<sup>th</sup> day of December, 2022.

**PORT HOLE INN, INC:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Lake Lemon Phi, 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 \_\_\_\_\_

## **2023 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. \$ 650.00 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, 2023.
  - 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 \_\_\_\_\_, 2023.

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



## **MARINA/CLUB AGREEMENT**

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter “CBU”) and **Lake Lemon Conservancy District** (hereinafter “LLCD”) and **Lake Lemon Marina, LLC**, (hereinafter “Marina/Club”).

### **WITNESSETH:**

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

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

WHEREAS, the Marina/Club owns real estate adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Commercial Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For calendar year 2023, the Marina/Club shall pay fees to LLCD, as follows:
  - a. One Thousand Three Hundred Dollars (\$1,300.00) Commercial Marina Fee; and
  - b. One Hundred Dollars (\$100.00) per slip for occupied wet boat slips rented to the general public; and

- c. Fifty Dollars (\$50.00) per slip for occupied PWC slips rented to the general public.
  - d. The fees shall be calculated and paid on a calendar year basis, as follows:
    - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15<sup>th</sup> day of March, 2023.
    - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
      - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30<sup>th</sup> day of June; and,
      - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15<sup>th</sup> day of October for boat slips occupied/rented by the Marina/Club between July 1<sup>st</sup> and September 30<sup>th</sup> and not previously paid in the first installment.
  - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15<sup>th</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCDC, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCDC 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 LLCDC 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 15<sup>th</sup> day of December, 2022.

**MARINA/CLUB:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

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

**CITY OF BLOOMINGTON UTILITIES**

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

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

For Office Use Only

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

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

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

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

THIS AGREEMENT is entered into this 15th day of December, 2022, by and between the Lake Lemon Conservancy District (“LLCD”) and Lake Lemon Marina, LLC (“Marina”). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

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

2. Term. The Term shall be from January 1<sup>st</sup>, 2023 to December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Lake Lemon Conservancy District:**

**Marina:**

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

Its: Manager

296095/11820-35

\_\_\_\_\_  
Lake Lemon Marina, LLC

# LAND USE AGREEMENT

THIS LAND USE AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into on December 15th, 2022 (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>, 2023, 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 2023 shall be made prior to January 31<sup>st</sup>, 2023. Thereafter, payment for calendar year 2024 shall be made on or before January 31, 2024; payment for calendar year 2025 shall be made on or before January 31, 2025. In the event that the Term of this agreement is extended beyond calendar year 2025 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, 2023 to December 31, 2023.
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 15th day of December, 2022.

**LAKE LEMON  
CONSERVANCY DISTRICT**

By its Board of Directors

---

Les Wadzinski, Chairman

---

Date

**BOYS AND GIRLS CLUB OF  
BLOOMINGTON**

By its Board of Directors

---

Executive Director

---

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.

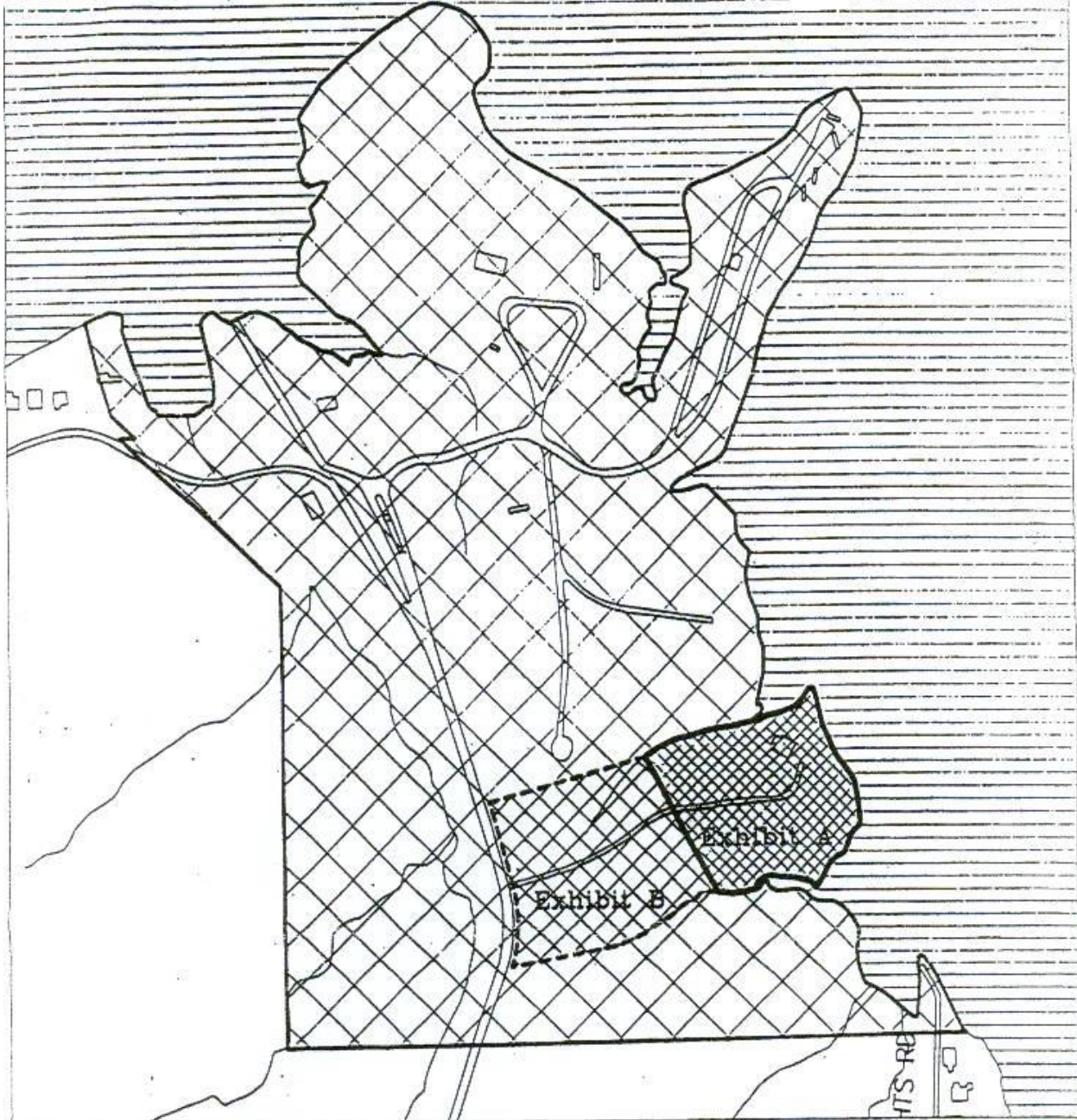
\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
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 2023, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Six Hundred Fifty Dollars (\$650.00) Not for Profit Marina Fee; and
  - b. Fifty Dollars (\$50.00) 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, 2023.

- 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 15<sup>th</sup> day of December, 2022.

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

## **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, 2023 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 Three Thousand One Hundred Eighty Dollars (\$3180.00) for the Spring Meet on March 24<sup>th</sup> and 25<sup>th</sup> and Three Thousand One Hundred Eighty Dollars (\$3180.00) for the Annual Dale England Cup Regatta on April 28<sup>th</sup> and 29<sup>th</sup>, 2023. 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. Indiana University wishes LLCD to not permit Fishing Tournaments on these days and thus has been assessed the daily fishing tournament fee of Ninety Dollars (\$90) a day during rowing events. All specific events and dates must be approved, in advance, by LLCD, which approval shall include written notification by LLCD in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCD, IU shall provide a written, specific Event Plan which plan will incorporate all relevant rules and regulations for the event, the steps taken by IU and the LLCD to cooperatively host said event and the respective duties of each party relating to the specific event. The Event Plan will be approved by both parties, in writing, and signed by the LLCD and IU and shall be incorporated as a part of this Agreement as an Addendum, as if fully set forth herein.
7. In the event of a breach of this Agreement the non-breaching party may:
  - 1) Terminate this Agreement;
  - 2) Seek any remedy available in law or equity; and/or
  - 3) LLCD may revoke the special use permit upon breach by IU

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

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

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

**INDIANA UNIVERSITY:**

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

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

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

\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

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

Adam Casey  
Manager

**CITY OF BLOOMINGTON UTILITIES**

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

Vic Kelson  
CBU Director

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 15<sup>th</sup> day of December, 2022, 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, 2023 to December 31, 2023, 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 15th day of December, 2022, 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, 2023 to December 31, 2023, 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: Chairman

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

393910/11820-72



## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 15th day of December, 2022, 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, 2023 to December 31, 2023, 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 \$54,000.00 in 2023 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: Insurance Agent

356685

**Lake Lemon Conservancy District**  
**Insurance Summary**  
**1/1/22 - 1/1/23**

<b>COMMERCIAL PREMIUMS</b>	<b>21/22 Renewal</b>	<b>22/23 Renewal</b>
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 Recoverage	\$25,000	\$25,000
Deductible	\$1,000	\$1,000

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

<b>Presenter</b>	<b>Adam Casey, District Manager</b>
<b>Action Requested</b>	<b>Discussion on Resolution 01-99-01</b>
<b>Item/Subject</b>	<b>Boat Slip Fee Assessment Discussion</b>
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 15th, 2022
<b>Summary</b>	<b>Resolution 01-99-01 set requirements for payment from entities and individuals leasing docks to LLCD Residents. Resolution exempted only Lake View Hills HOA. Discussion to be had about why the exemption was there and if it should be removed.</b>
<b>Staff Recommendation</b>	<b>Discussion</b>

RESOLUTION 01-99-01

**WHEREAS**, It is necessary and desirable to establish annual fees for docking/launching at Lake Lemon by non-lakefront residents and/or non-subleasees.

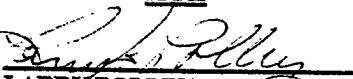


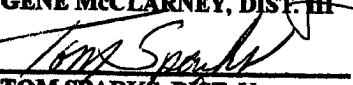

**IT IS THEREFORE RESOLVED AND ESTABLISHED** that lakefront multiple ownership, private ownership, homeowner association ownership, et cetera for the purpose of providing wet boat slips or launching to conservancy district residents (Freeholders) will be assessed an annual fee of \$140.00 per slip discountable \$40.00 if paid by 1 March each year.

**IT IS FURTHER RESOLVED AND ESTABLISHED** that the non-residents of the Conservancy District will be assessed an additional \$100.00 fee per slip.

Lakeview Hills Subdivision is exempt from this Resolution.

All dock installations must meet LLCD guidelines and have prior LLCD approval.

**PRESENTED** to the Board of Directors of LLCD this 20<sup>th</sup> day of January, 1999.

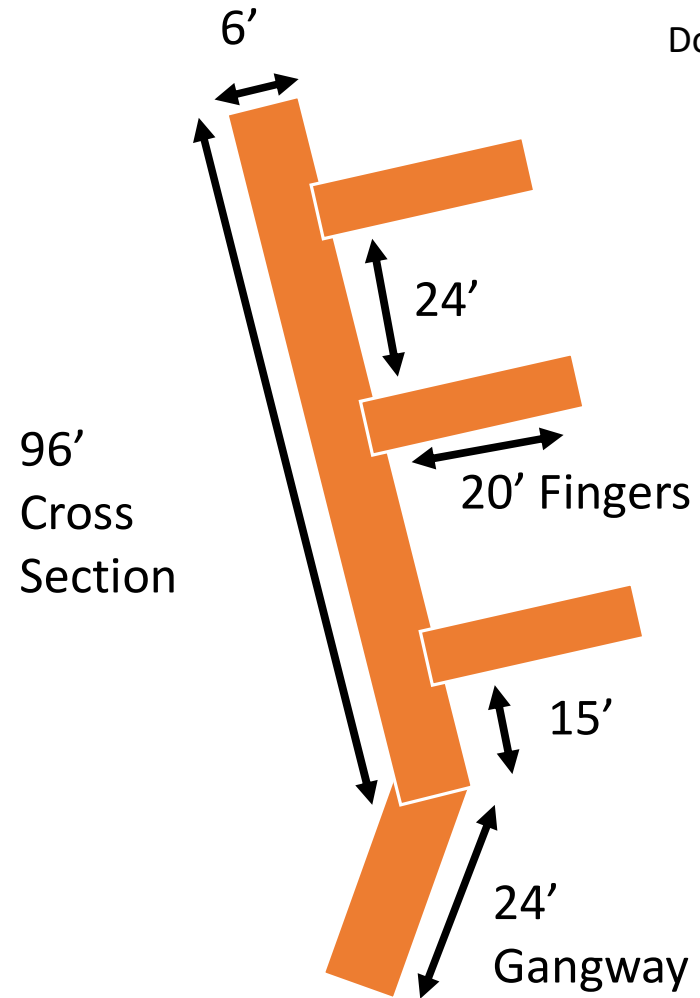
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
 LARRY POLLEY, CHAIRMAN	_____	_____
 LARRY RITTER, VICE-CHAIR	_____	_____
 BUD HOWARD, TREASURER	_____	_____
 GENE McCLARNEY, DIST. III	_____	_____
 TOM SPARKS, DIST. V	_____	_____
 BILL COBB, DIST. VI	_____	_____
 DAVE ISON, DIST. VII	_____	_____

ATTEST:   
LLCD Board Recorder

**Lake Lemon Conservancy District**  
**Board Meeting Agenda Item**

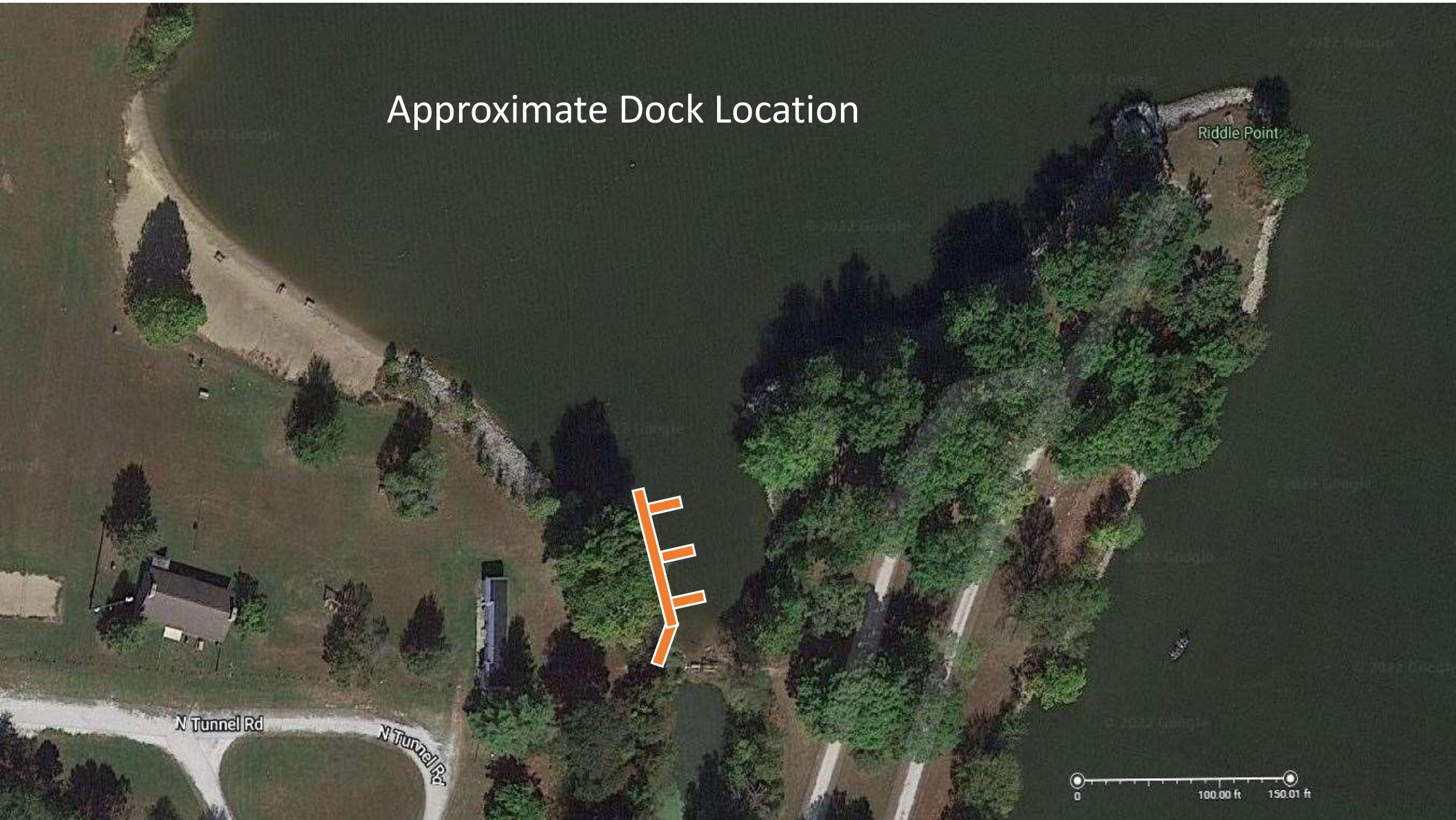
<b>Presenter</b>	<b>Ross Carlson</b> , Operations Supervisor
<b>Action Requested</b>	Discussion/Approval of Dock Purchase
<b>Item/Subject</b>	Beach Courtesy Dock Bids
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 15th, <b>2022</b>
<b>Summary</b>	<b>Bid review from Dock bid request for beach access courtesy dock</b>
<b>Staff Recommendation</b>	<b>If Board consensus on purchase, approve Deaton's dock with composite decking</b>





Dock Design given to Contractors for Bid

## Approximate Dock Location



# LLCD Beach Courtesy Dock Bids

- LLCD solicited 4 bids for building a Courtesy Dock to be placed near to Mooring Beach area as a means for lake users to park boats and enjoy the beach area while on the water.

Dock Company	Bid Price	Additional Options	Dock Type
Roth Docks	\$49,373.50		Stationary Wooden Dock with Treated Deck
Deatons Docks	\$50,199.80	Composite Deck \$6,500	Stationary Steel Dock
EZ Docks			Floating Modular Dock System
Thomas Docks	\$95,530		Stationary Steel Dock w/Treated Deck

# Budget and Funding

- LLCD currently holds a total of 29,252.69 and has yet to receive its December Cumulative Capital Conservancy District Fund settlement of approximately \$21,000. In 2023 we will receive an additional \$57,000.00 in funds.