



# LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting  
City of Bloomington Utilities Building  
600 E. Miller Drive, Bloomington, IN 47401  
December 14<sup>th</sup>, 2023  
6:00 p.m.

**BOARD MEMBERS PRESENT:** Chairman-Michael Klitzing, Vice Chair- Les Wadzinski, Treasure – Debbie Ladyman (Virtual), Mike Blackwell (Virtual), Malcom McClure, Bret Huber, Steve Priddy. **ALSO PRESENT:** Adam Casey, District Manager; Ross Carlson, Operations Supervisor.

**ABSENT:** Les Wadzinski.

- I. Call Meeting to Order / Chairman’s Remarks (MK)  
Meeting brought to order at 6:01pm. With 4 members present, and two attending virtually.  
Welcome all to the December 14<sup>th</sup>,2023 Board Meeting of the Lake Lemon Conservancy District.

- II. Public Comment (MK)
- None

- III. Administrative (MK)
- A. Approval of October 26, 2023 Board Meeting Minutes  
**PRIDDY MOTIONED TO APPROVE THE October 26<sup>TH</sup>, 2023 BOARD MEETING MINUTES AS PRESENTED. MCCLUREE SECONDED THE MOTION. ALL MEMBERS “AYES”, LADYMAN ABSTAIN, THE MOTION CARRIED.**

- IV. Treasurer’s Report (AC)
- a. October Budget Highlights:
- Income: \$ 5,384.22
  - Expense: \$35,038.29
  - Total Checking & Savings: \$1,521,167.42
  - Fixed Assets Total: \$ 854,441.15
  - Total Assets: \$ 2,375,608.57
  - Total Liabilities: \$ 1,068,295.37
  - Total Liabilities and Equity: \$ 2,375,608.57

- b. October Report of Claims: Approval of Vouchers

**PRIDDY MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS. HUBER SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”. THE MOTION CARRIED.**

- c. November Budget Highlights:
- Income: \$ 5,282.30
  - Expense: \$161,222.50
  - Total Checking & Savings: \$1,363,739.62
  - Fixed Assets Total: \$ 854,441.15
  - Total Assets: \$ 2,218,180.77

Total Liabilities: \$ 1,036,807.77  
Total Liabilities and Equity: \$ 2,218,180.77

- d. November Report of Claims: Approval of Vouchers

**PRIDDY MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- V. 2024 Insurance Update and Review – Lance Eberle (LE)  
Lance Eberle spoke on the LLCDC insurance policy and coverages. Some exposures have changed as the LLCDC has transitioned from mechanical to hydraulic dredging. Overall rates were mostly flat aside from our umbrella coverage.

**MCCLURE MOTIONED TO APPROVE THE 2024 FIRST INSURANCE GROUP – INSURANCE AGREEMENT. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- VI. Approval of 2024 Agreements (MK)
- A. 2024 Surplus Parcel Agreement: Freeholders
  - B. 2024 Commercial Surplus Parcel Agreement: Port Hole Dock
  - C. 2024 Lake Lemon Marina/Club Agreement
  - D. 2024 Lake Lemon Marina: Pass Sales Service Agreement
  - E. 2024 Land Use Agreement – Kenneth Clark
  - F. 2024 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
  - G. 2024 Marina/Club Agreement: BYC
  - H. 2024 IU Rowing Special Use Agreement
  - I. 2024 Riddle Point Park Use Agreement: Riddle Point Rowing Association
  - J. 2024 Watkins Accounting – Accounting Services Agreement
  - K. 2024 Carmin Parker PC – Legal Services Agreement

CASEY – These are our annual agreements, which overall have remained the same, but have been updated to reflect 2024 fees and charges.

**PRIDDY MOTIONED TO APPROVE THE 2024 AGREEMENTS A THROUGH K. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

- VII. Manager's Report (AC)
- A. 2024 Board Election Update  
We have two Board positions up for election at the February meeting in 2024. Brett Huber is running unopposed in District III, while Les Wadzinski and Pam Cooper are running.
  - B. Sediment Management Update

CARLSON presented on the progress made by hydraulic dredging through 2023. The presentation can be viewed [here](#).

- C. 2024 Hydraulic Dredging Project Bid Recommendation  
CASEY reviewed the bid schedules and engineers' recommendation for the 2024 hydraulic dredging project. Christopher Burke Engineering LLC recommended LLC pursue the lowest bid from Dredge America for a total project cost of \$995,000. This was recommended to the board for approval. Discussion can be viewed [here](#).

**MCCLURE MOTIONED TO APPROVE THE BID BY DREDGE AMERICA AND TO MOVE FORWARD WITH THE CREATION OF A FORMAL CONTRACT IN THE AMOUNT OF \$995,000. PRIDDY SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

Discussion then returned to the proposed addition to Dredging Zone One on the east side of Salmon Harbor. Information was provided to the members of the board where our engineers at Christopher Burke Engineering LLC recommended against removing the southern berm that has been created along the creek. They agree with the board's concerns that this will likely cause increased sedimentation in this area, leading to cyclical maintenance costs. No action was taken at this time. Full discussion can be viewed [here](#).

- VIII. New business/correspondence for Future Agenda (MK)  
Next Board Meeting: January 25<sup>th</sup>, 2024

- IX. Adjournment (MK)  
**PRIDDY MOTIONED TO ADJOURN THE MEETING AT 7:15 PM. HUBER SECONDS THE MOTION. MOTION CARRIED.**



# LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

December 14, 2023

6:00 p.m.

## AGENDA

- I. Call Meeting to Order / Chairman's Remarks (MK)
- II. Public Comment (MK)
- III. Approval Board Meeting Minutes (MK)
  - A. October 26, 2023 Meeting Minutes
- IV. Treasurer's Report (DL)
  - A. October & November 2023 Financial Highlights
  - B. October & November 2023 Report of Claims Approval
- V. 2024 Insurance Update and Review- Lance Eberle (AC)
  - A. 2024 First Insurance Group – Insurance Agreement
- VI. Approval of 2024 Agreements (MK)
  - A. 2024 Surplus Parcel Agreement: Freeholders
  - B. 2024 Commercial Surplus Parcel Agreement: Port Hole Dock
  - C. 2024 Lake Lemon Marina/Club Agreement
  - D. 2024 Lake Lemon Marina: Pass Sales Service Agreement
  - E. 2024 Land Use Agreement – Kenneth Clark
  - F. 2024 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
  - G. 2024 Marina/Club Agreement: BYC
  - H. 2024 IU Rowing Special Use Agreement
  - I. 2024 Riddle Point Park Use Agreement: Riddle Point Rowing Association
  - J. 2024 Watkins Accounting – Accounting Services Agreement
  - K. 2024 Carmin Parker PC – Legal Services Agreement
- VII. Manager's Report (AC)
  - A. 2024 Board Election Update
  - B. Sediment Management Project Update
  - C. 2024 Hydraulic Dredging project Bid Recommendation
- VIII. New Business / Correspondence for Future Agenda (MK)
  - A. Next Board Meeting: January 25, 2024; 6:00pm CBU Building
- IX. Adjournment (MK)

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

<b>Presenter</b>	Michael Klitzing, Chairman
<b>Action Requested</b>	Approve
<b>Item/Subject</b>	October 26th Board Meeting Minutes
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 14th, <b>2023</b>
<b>Summary</b>	Minutes from Board meeting on October 26, 2023
<b>Staff Recommendation</b>	Approve the Board Meeting Minutes.

# LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting  
City of Bloomington Utilities Building  
600 E. Miller Drive, Bloomington, IN 47401  
October 26, 2023  
6:00 p.m.

**BOARD MEMBERS PRESENT:** Chairman-Michael Klitzing, Vice Chair- Les Wadzinski, Mike Blackwell, Malcom McClure, Bret Huber. **ALSO PRESENT:** Adam Casey, District Manager; Ross Carlson, Operations Supervisor.

**ABSENT:** Debbie Ladyman, Steve Priddy.

I. Call Meeting to Order / Chairman's Remarks (MK)  
Meeting brought to order at 6:00pm. With 4 members present (Michael Blackwell arrived at 6:02) we have a quorum. Welcome all to the October 26,2023 Board Meeting of the Lake Lemon Conservancy District.

II. Public Comment (MK)

- None

III. Administrative (MK)

A. Approval of September 28, 2023 Board Meeting Minutes  
Blackwell amended the September Meeting minutes, requesting a change in wording from Fun to FUND.  
**MCCLURE MOTIONED TO APPROVE THE SEPTEMBER 28<sup>TH</sup>, 2023 BOARD MEETING MINUTES AS AMENDED. BLACKWELL SECONDED THE MOTION. KLITZING ALSO "AYES", HUBER and WADZINSKI ABSTAIN, THE MOTION CARRIED.**

IV. Adoption of 2024 Annual Budget: Resolution 10-23-03 Adoption of Annual Budget and Statement of Salaries and Wages (AC)

CASEY reviewed the total adopted budget for 2024 of \$1,736,572. The LLCD will levy \$907,619 of taxes, including the Special Benefits tax and the Cumulative Conservancy Improvement tax. This is a slight decrease from the 2023 tax rate of 0.5966. This tax levy remains the same as 2023, no additional funds are being requested.

BLACKWELL I was under the impression the LLCD special benefits tax was under 0.3 per \$100 assessed value. If we didn't have the additional tax for dredging what would the tax rate look like?

KLITZING we have shown the additional taxes as earmarked for dredging in our accounting but when we request tax income we request one amount. The tax rate is then adjusted based on that request.

The entire discussion can be viewed [HERE](#).

**BLACKWELL MOTIONED TO APPROVE RESOLUTION 10-23-03 ADOPTION OF ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES. WADZINSKI SECONDED THE MOTIONS. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

V. Treasurer's Report (AC)

a. September Budget Highlights:

Income: \$ 13,543.24

Expense: \$29,543.14

Total Checking & Savings: \$1,551,826.03

Fixed Assets Total: \$ 854,441.15

Total Assets: \$ 2,406,267.18

Total Liabilities: \$ 1,069,299.91

Total Liabilities and Equity: \$ 2,406,267.18

b. September Report of Claims: Approval of Vouchers

MCCLURE asked for clarification on fixed assets. What assets are we referring to with the Trucks and Boats that we list in fixed assets?

CASEY the trucks would include the two work trucks, excavators, and dozer the district owns. We are currently working with Butch Evans to list and sell the Komatsu PC-300 excavator. Boats include the barges, the work pontoon, and lake patrol jet ski.

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

c. Resolution 10-23-04: 2024 Fees & Charges

CASEY- per request I put in the percent changes in the fees and charges when compared with last year. We are cognizant of resident fees and trying to maximize nonresident fees income. Fee caps are limited by the consumer price, as dictated by our contract with the CBU.

**WADZINSKI MOTIONED TO APPROVE RESOLUTION 10-23-04. HUBER SECONDED THE MOTION. ALL OTHER MEMBERS "AYES". THE MOTION CARRIED.**

VI. District VII – Zone 1 Dredging Discussion (Cont.) – Carol Gentry (MB)

Gentry was not in attendance at the meeting. The board continued discussions on the expansion of dredging zone 1. No action was taken at the current meeting. Questions and concerns were asked on the effects of dredging in this area, depths needed, area to be dredged, potential similar situations, and need.

Of particular worry, was the potential future effects of dredging this area.

HUBER – I do have some worry we may be shooting ourselves in the foot by dredging this area, there may be a possibility of inadvertently increasing localized sedimentation.

WADZINSKI – What is the reason to have such a large area? Would just a channel for access do it? It would be a lot cheaper.

BLACKWELL - I was not present at the discussion with Adam and Carol but I am sure she could expand on why the decision was made to make it that wide. That is correct, all we really need is a channel to get in and out.

The discussion can be viewed [HERE](#).

VII. Manager's Report (AC)

- A. Resolution 10-23-2024 Board Meeting Dates  
The Board discussed and implemented a second summer meeting at Riddle Point Park. Both June and July Board Meetings will take place at the shelter house.

**BLACKWELL MOTIONED TO ACCEPT RESOLUTION 10-23-05 AS AMENDED. MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS "AYES" THE MOTION CARRIED.**

VIII. New business/correspondence for Future Agenda (MK)  
Next Board Meeting: December 14<sup>th</sup>, 2023

IX. Adjournment (MK)  
**BLACKWELL MOTIONED TO ADJOURN THE MEETING AT 7:01PM. MCCLURE SECONDS THE MOTION. MOTION CARRIED.**

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

<b>Presenter</b>	<b>Debbie Ladyman, Treasurer</b>
<b>Action Requested</b>	<b>Review</b>
<b>Item/Subject</b>	October and November <b>Financial Update</b>
<b>Dollar Amount</b>	<b>N/A</b>
<b>Meeting Date</b>	December 14th, 2023
<b>Summary</b>	<b>Financial reports showing end of October and November 2023 Balance Sheet, Income, Expense, 2022 comparison, and reconciliation data.</b>
<b>Staff Recommendation</b>	<b>N/A</b>

# Lake Lemon Conservancy District

Financial Statement

For Period Ending

October 1, 2023 Through October 31, 2023

(Unaudited)

Watkins Accounting

113 E. 19th Street  
Bloomington, IN 47408

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of October 31, 2023

Cash Basis

	Oct 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	77,222.81
1000 · Peoples State Bank - General - Other	172,551.67
<b>Total 1000 · Peoples State Bank - General</b>	<b>249,774.48</b>
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	10,765.10
1050 · Savings Account	831,645.81
1080 · Construction Account	428,682.03
<b>Total Checking/Savings</b>	<b>1,521,167.42</b>
<b>Total Current Assets</b>	<b>1,521,167.42</b>
<b>Fixed Assets</b>	
1500 · Land @ South Shore Dr	102,755.00
1510 · Trucks	132,761.25
1520 · Other Asset	12,093.11
1550 · Boats	367,250.00
1680 · Other Fixed Assets	239,581.79
<b>Total Fixed Assets</b>	<b>854,441.15</b>
<b>TOTAL ASSETS</b>	<b>2,375,608.57</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	2,778.76
2020 · State & Co. Withholding Payable	516.61
<b>Total Other Current Liabilities</b>	<b>3,295.37</b>
<b>Total Current Liabilities</b>	<b>3,295.37</b>
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,065,000.00
<b>Total Long Term Liabilities</b>	<b>1,065,000.00</b>
<b>Total Liabilities</b>	<b>1,068,295.37</b>
<b>Equity</b>	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	101,942.92
3200 · Retained Earnings	389,918.43
Net Income	210,863.42
<b>Total Equity</b>	<b>1,307,313.20</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,375,608.57</b>



# LAKE LEMON CONSERVANCY

## Profit & Loss

October 2023

Cash Basis

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	<u>Oct 23</u>
<b>Income</b>	
4000 · Watercraft Permits	1,700.04
4010 · Launch Fees	801.00
4060 · Interest	1,988.18
4070 · Grants & Donations	5.00
4080 · Fishing Tournament	90.00
4090 · Park Reservations	300.00
4120 · Other Income	500.00
<b>Total Income</b>	<u>5,384.22</u>
<b>Expense</b>	
6000 · Manager	6,307.70
6001 · Operations Supervisor	4,791.66
6010 · FICA	880.88
6020 · State Unemployment Tax	57.44
6025 · Merchant Fees	53.76
6030 · Retirement	1,576.16
6040 · Health Insurance	61.30
6070 · Gate Attendant	483.00
6080 · Seasonal Labor	1,229.26
6170 · Miscellaneous-Other	5.00
6180 · Postage	66.00
6240 · Building & Grounds	488.67
6250 · Boat/Weed Harvester/Truck	331.33
6251 · Dredging Supplies	270.78
6310 · Grass	1,810.00
6330 · Consulting Engineer	6,227.50
6370 · Phone, LDT, Pager, E-Mail	355.93
6410 · Subscriptions	39.18
6440 · Other	38.10
6450 · Insurance	8,479.00
6460 · Electric	767.00
6470 · Water	139.76
6480 · Trash	284.92
6490 · Port-O-Lets	190.50
6530 · Truck	103.46
<b>Total Expense</b>	<u>35,038.29</u>
<b>Net Income</b>	<u><u><b>-29,654.07</b></u></u>

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

October 2023

Cash Basis

	Oct 23	Jan - Oct 23
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	8,990.92
2394 · Monroe Co - Cumulative Conserv	0.00	24,593.13
4000 · Watercraft Permits	1,700.04	142,063.97
4010 · Launch Fees	801.00	28,138.03
4015 · Wakeboard Fee	0.00	5,560.00
4020 · Marina & Club Fees	0.00	14,295.00
4030 · Sublease & Access Fees	0.00	38,272.99
4040 · Property Tax - Brown Co.	0.00	64,276.83
4045 · SBT Hydraulic Assessment-BC	0.00	64,276.83
4050 · Property Tax -Monroe Co.	0.00	175,818.18
4055 · SBT Hydraulic Assessment-MC	0.00	175,818.18
4060 · Interest	1,988.18	2,438.00
4070 · Grants & Donations	5.00	15,607.75
4080 · Fishing Tournament	90.00	1,080.00
4090 · Park Reservations	300.00	17,533.65
4100 · Park Admission Fees	0.00	77,010.00
4120 · Other Income	500.00	47,501.44
<b>Total Income</b>	<b>5,384.22</b>	<b>903,274.90</b>
<b>Expense</b>		
2001 · Park Capital Improvement Fund	0.00	7,129.00
6000 · Manager	6,307.70	66,230.85
6001 · Operations Supervisor	4,791.66	50,128.14
6010 · FICA	880.88	10,558.51
6020 · State Unemployment Tax	57.44	255.64
6025 · Merchant Fees	53.76	636.61
6030 · Retirement	1,576.16	16,925.20
6040 · Health Insurance	61.30	-505.32
6070 · Gate Attendant	483.00	18,519.90
6080 · Seasonal Labor	1,229.26	13,006.37
6120 · Season & Launch Permits	0.00	2,037.25
6130 · Daily Permits	0.00	405.00
6150 · Checks	0.00	240.06
6160 · Printer, Copier & Computer Supp	0.00	780.84
6170 · Miscellaneous-Other	5.00	464.51
6180 · Postage	66.00	604.36
6190 · General Business Supplies	0.00	785.53
6200 · Regular Gas	0.00	7,138.10
6220 · Janitorial Supplies	0.00	1,773.12
6240 · Building & Grounds	488.67	7,822.79
6250 · Boat/Weed Harvester/Truck	331.33	1,448.43
6251 · Dredging Supplies	270.78	532.18
6260 · Uniforms	0.00	367.00
6290 · Signs & Nautical Markers	0.00	4,804.38
6300 · Accounting Services	0.00	4,050.00
6310 · Grass	1,810.00	11,260.00
6320 · Attorney	0.00	600.00
6330 · Consulting Engineer	6,227.50	15,120.00
6350 · Other Prof/Secretarial Service	0.00	51.25
6370 · Phone, LDT, Pager, E-Mail	355.93	3,339.48
6390 · Hotel	0.00	467.04
6400 · Meals	0.00	203.55
6410 · Subscriptions	39.18	1,990.96
6430 · Ads	0.00	59.53
6440 · Other	38.10	1,208.06
6441 · Event Planning	0.00	4,527.77
6450 · Insurance	8,479.00	55,224.15
6460 · Electric	767.00	5,480.13
6470 · Water	139.76	1,333.69
6480 · Trash	284.92	2,612.13
6490 · Port-O-Lets	190.50	3,495.00
6500 · Pump Holding Tank	0.00	1,550.00
6510 · Building & Grounds Expense	0.00	17,718.41
6520 · Boat	0.00	283.00

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

October 2023

Cash Basis

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	<u>Oct 23</u>	<u>Jan - Oct 23</u>
6530 · Truck	103.46	103.46
6560 · Water Testing	0.00	10,595.99
6570 · Lake Weed Treatment	0.00	31,713.60
6620 · Dam/Spillway Inspection	0.00	6,028.60
6661 · Disposal Site Preparation	0.00	5,321.84
6680 · Other Services and Charges	0.00	3,200.00
6681 · Fireworks	0.00	9,000.00
6700 · Computer Equipment	0.00	737.19
6750 · Sediment Mitigation	0.00	271,348.20
6790 · Bond Repayment - SedimentMgmt	0.00	36,700.00
<b>Total Expense</b>	<u>35,038.29</u>	<u>717,411.48</u>
<b>Net Income</b>	<u><b>-29,654.07</b></u>	<u><b>185,863.42</b></u>

# LAKE LEMON CONSERVANCY

## Profit & Loss Prev Year Comparison

January through October 2023

Cash Basis

	Jan - Oct 23	Jan - Oct 22	\$ Change	% Change
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	8,990.92	7,078.09	1,912.83	27.0%
2394 · Monroe Co - Cumulative Conserv	24,593.13	20,836.11	3,757.02	18.0%
4000 · Watercraft Permits	142,063.97	132,100.76	9,963.21	7.5%
4010 · Launch Fees	28,138.03	24,926.54	3,211.49	12.9%
4015 · Wakeboard Fee	5,560.00	0.00	5,560.00	100.0%
4020 · Marina & Club Fees	14,295.00	12,150.00	2,145.00	17.7%
4030 · Sublease & Access Fees	38,272.99	34,960.00	3,312.99	9.5%
4040 · Property Tax - Brown Co.	64,276.83	56,747.48	7,529.35	13.3%
4045 · SBT Hydraulic Assessment-BC	64,276.83	0.00	64,276.83	100.0%
4050 · Property Tax -Monroe Co.	175,818.18	170,317.52	5,500.66	3.2%
4055 · SBT Hydraulic Assessment-MC	175,818.18	0.00	175,818.18	100.0%
4060 · Interest	2,438.00	172.47	2,265.53	1,313.6%
4070 · Grants & Donations	15,607.75	15,566.23	41.52	0.3%
4080 · Fishing Tournament	1,080.00	1,150.00	-70.00	-6.1%
4090 · Park Reservations	17,533.65	4,420.05	13,113.60	296.7%
4100 · Park Admission Fees	77,010.00	73,280.00	3,730.00	5.1%
4110 · Concessions	0.00	50.00	-50.00	-100.0%
4120 · Other Income	47,501.44	200.00	47,301.44	23,650.7%
<b>Total Income</b>	<b>903,274.90</b>	<b>553,955.25</b>	<b>349,319.65</b>	<b>63.1%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	7,129.00	20,181.61	-13,052.61	-64.7%
6000 · Manager	66,230.85	59,971.17	6,259.68	10.4%
6001 · Operations Supervisor	50,128.14	30,916.62	19,211.52	62.1%
6010 · FICA	10,558.51	9,035.99	1,522.52	16.9%
6020 · State Unemployment Tax	255.64	188.46	67.18	35.7%
6025 · Merchant Fees	636.61	888.93	-252.32	-28.4%
6030 · Retirement	16,925.20	12,927.55	3,997.65	30.9%
6040 · Health Insurance	-505.32	0.00	-505.32	-100.0%
6070 · Gate Attendant	18,519.90	22,143.00	-3,623.10	-16.4%
6080 · Seasonal Labor	13,006.37	8,235.00	4,771.37	57.9%
6112 · Dredger (Other)	0.00	2,100.00	-2,100.00	-100.0%
6114 · Assistant Dredger (Other)	0.00	2,052.00	-2,052.00	-100.0%
6120 · Season & Launch Permits	2,037.25	1,842.58	194.67	10.6%
6130 · Daily Permits	405.00	78.00	327.00	419.2%
6140 · Receipt/Tickets Books	0.00	410.90	-410.90	-100.0%
6150 · Checks	240.06	0.00	240.06	100.0%
6160 · Printer, Copier & Computer Supp	780.84	99.99	680.85	680.9%
6170 · Miscellaneous-Other	464.51	595.54	-131.03	-22.0%
6180 · Postage	604.36	618.42	-14.06	-2.3%
6190 · General Business Supplies	785.53	1,898.35	-1,112.82	-58.6%
6200 · Regular Gas	7,138.10	5,735.82	1,402.28	24.5%
6220 · Janitorial Supplies	1,773.12	0.00	1,773.12	100.0%
6240 · Building & Grounds	7,822.79	6,539.94	1,282.85	19.6%
6250 · Boat/Weed Harvester/Truck	1,448.43	610.73	837.70	137.2%
6251 · Dredging Supplies	532.18	9,030.45	-8,498.27	-94.1%
6260 · Uniforms	367.00	532.60	-165.60	-31.1%
6290 · Signs & Nautical Markers	4,804.38	5,274.40	-470.02	-8.9%
6300 · Accounting Services	4,050.00	450.00	3,600.00	800.0%
6310 · Grass	11,260.00	10,860.00	400.00	3.7%
6320 · Attorney	600.00	3,776.00	-3,176.00	-84.1%
6330 · Consulting Engineer	15,120.00	5,903.99	9,216.01	156.1%
6350 · Other Prof/Secretarial Service	51.25	772.81	-721.56	-93.4%
6370 · Phone, LDT, Pager, E-Mail	3,339.48	3,184.08	155.40	4.9%
6390 · Hotel	467.04	556.00	-88.96	-16.0%
6400 · Meals	203.55	125.85	77.70	61.7%
6410 · Subscriptions	1,990.96	1,253.32	737.64	58.9%
6430 · Ads	59.53	102.53	-43.00	-41.9%
6440 · Other	1,208.06	1,191.70	16.36	1.4%
6441 · Event Planning	4,527.77	328.06	4,199.71	1,280.2%
6450 · Insurance	55,224.15	55,434.00	-209.85	-0.4%
6460 · Electric	5,480.13	4,572.00	908.13	19.9%
6470 · Water	1,333.69	1,233.52	100.17	8.1%
6480 · Trash	2,612.13	1,993.31	618.82	31.0%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Prev Year Comparison**

Cash Basis

January through October 2023

	Jan - Oct 23	Jan - Oct 22	\$ Change	% Change
6490 · Port-O-Lets	3,495.00	2,452.50	1,042.50	42.5%
6500 · Pump Holding Tank	1,550.00	1,375.00	175.00	12.7%
6510 · Building & Grounds Expense	17,718.41	493.00	17,225.41	3,494.0%
6520 · Boat	283.00	1,559.25	-1,276.25	-81.9%
6530 · Truck	103.46	97.28	6.18	6.4%
6541 · Dredging Equipment Maintenance	0.00	8,070.71	-8,070.71	-100.0%
6542 · Equipment Rental	0.00	365.88	-365.88	-100.0%
6560 · Water Testing	10,595.99	14,067.00	-3,471.01	-24.7%
6570 · Lake Weed Treatment	31,713.60	34,584.10	-2,870.50	-8.3%
6600 · 6% MarinaPermit Sales	0.00	954.45	-954.45	-100.0%
6620 · Dam/Spillway Inspection	6,028.60	0.00	6,028.60	100.0%
6661 · Disposal Site Preparation	5,321.84	4,361.14	960.70	22.0%
6680 · Other Services and Charges	3,200.00	0.00	3,200.00	100.0%
6681 · Fireworks	9,000.00	8,540.00	460.00	5.4%
6700 · Computer Equipment	737.19	0.00	737.19	100.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	271,348.20	435,025.69	-163,677.49	-37.6%
6790 · Bond Repayment - SedimentMgmt	36,700.00	12,250.00	24,450.00	199.6%
<b>Total Expense</b>	<b>717,411.48</b>	<b>817,841.22</b>	<b>-100,429.74</b>	<b>-12.3%</b>
<b>Net Income</b>	<b>185,863.42</b>	<b>-263,885.97</b>	<b>449,749.39</b>	<b>170.4%</b>

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through October 2023

Cash Basis

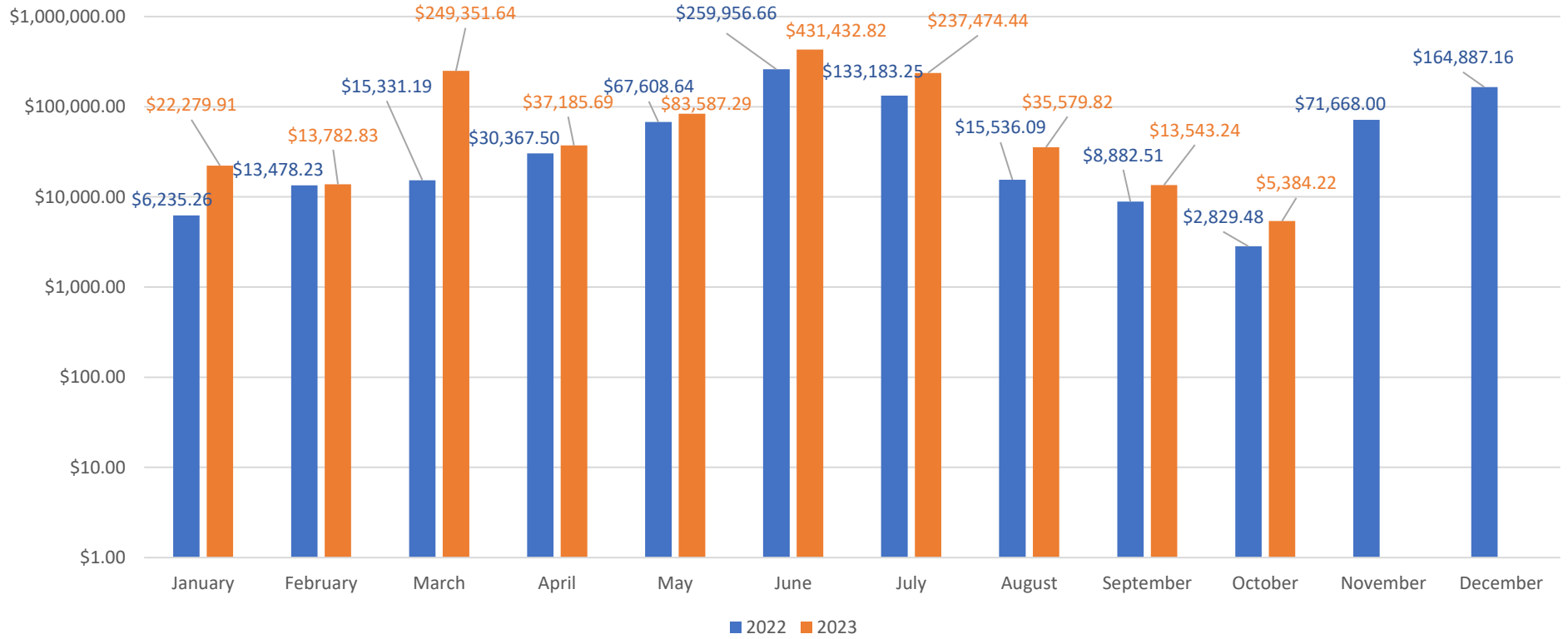
	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	8,990.92	12,571.00	-3,580.08	71.5%
2394 · Monroe Co - Cumulative Conserv	24,593.13	37,429.00	-12,835.87	65.7%
4000 · Watercraft Permits	142,063.97	136,000.00	6,063.97	104.5%
4010 · Launch Fees	28,138.03	28,000.00	138.03	100.5%
4015 · Wakeboard Fee	5,560.00	8,000.00	-2,440.00	69.5%
4020 · Marina & Club Fees	14,295.00	12,000.00	2,295.00	119.1%
4030 · Sublease & Access Fees	38,272.99	30,000.00	8,272.99	127.6%
4040 · Property Tax - Brown Co.	64,276.83	106,250.00	-41,973.17	60.5%
4045 · SBT Hydraulic Assessment-BC	64,276.83	106,250.00	-41,973.17	60.5%
4050 · Property Tax -Monroe Co.	175,818.18	318,750.00	-142,931.82	55.2%
4055 · SBT Hydraulic Assessment-MC	175,818.18	318,750.00	-142,931.82	55.2%
4060 · Interest	2,438.00	250.00	2,188.00	975.2%
4070 · Grants & Donations	15,607.75	12,000.00	3,607.75	130.1%
4080 · Fishing Tournament	1,080.00	1,500.00	-420.00	72.0%
4090 · Park Reservations	17,533.65	4,000.00	13,533.65	438.3%
4100 · Park Admission Fees	77,010.00	72,000.00	5,010.00	107.0%
4120 · Other Income	47,501.44	10,000.00	37,501.44	475.0%
<b>Total Income</b>	<b>903,274.90</b>	<b>1,213,750.00</b>	<b>-310,475.10</b>	<b>74.4%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	7,129.00	50,000.00	-42,871.00	14.3%
6000 · Manager	66,230.85	72,000.00	-5,769.15	92.0%
6001 · Operations Supervisor	50,128.14	49,500.00	628.14	101.3%
6010 · FICA	10,558.51	14,500.00	-3,941.49	72.8%
6020 · State Unemployment Tax	255.64	800.00	-544.36	32.0%
6025 · Merchant Fees	636.61	200.00	436.61	318.3%
6030 · Retirement	16,925.20	17,500.00	-574.80	96.7%
6040 · Health Insurance	-505.32	18,000.00	-18,505.32	-2.8%
6050 · Life Insurance	0.00	400.00	-400.00	0.0%
6070 · Gate Attendant	18,519.90	26,100.00	-7,580.10	71.0%
6080 · Seasonal Labor	13,006.37	19,800.00	-6,793.63	65.7%
6112 · Dredger (Other)	0.00	10,560.00	-10,560.00	0.0%
6114 · Assistant Dredger (Other)	0.00	6,080.00	-6,080.00	0.0%
6120 · Season & Launch Permits	2,037.25	2,160.00	-122.75	94.3%
6130 · Daily Permits	405.00	325.00	80.00	124.6%
6140 · Receipt/Tickets Books	0.00	430.00	-430.00	0.0%
6150 · Checks	240.06	430.00	-189.94	55.8%
6160 · Printer, Copier & Computer Supp	780.84	540.00	240.84	144.6%
6170 · Miscellaneous-Other	464.51	500.00	-35.49	92.9%
6180 · Postage	604.36	810.00	-205.64	74.6%
6185 · Receipt Books	0.00	200.00	-200.00	0.0%
6190 · General Business Supplies	785.53	1,000.00	-214.47	78.6%
6200 · Regular Gas	7,138.10	4,000.00	3,138.10	178.5%
6210 · Diesel	0.00	5,000.00	-5,000.00	0.0%
6220 · Janitorial Supplies	1,773.12	1,500.00	273.12	118.2%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through October 2023

Cash Basis

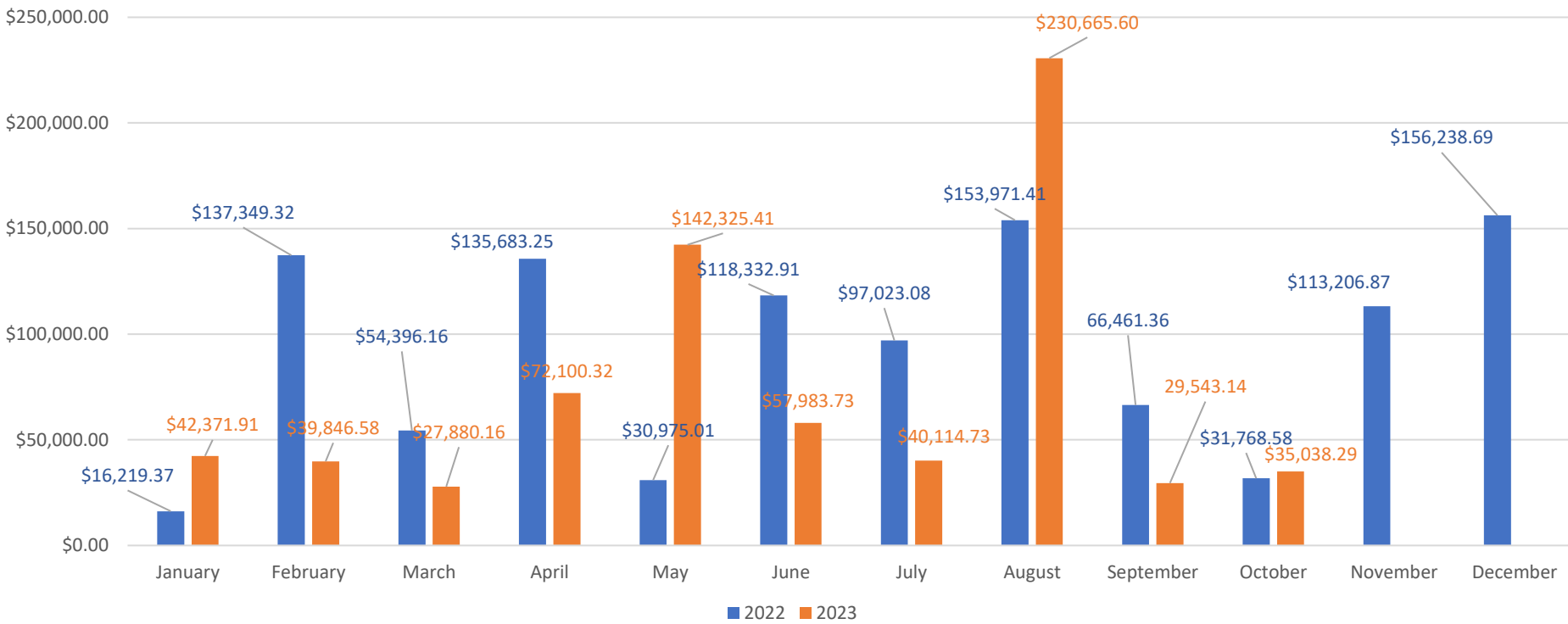
	Jan - Oct 23	Budget	\$ Over Budget	% of Budget
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	7,822.79	6,480.00	1,342.79	120.7%
6250 · Boat/Weed Harvester/Truck	1,448.43	1,620.00	-171.57	89.4%
6251 · Dredging Supplies	532.18	6,000.00	-5,467.82	8.9%
6252 · Rip Rap/Erosion Control	0.00	10,000.00	-10,000.00	0.0%
6260 · Uniforms	367.00	800.00	-433.00	45.9%
6290 · Signs & Nautical Markers	4,804.38	5,500.00	-695.62	87.4%
6300 · Accounting Services	4,050.00	6,000.00	-1,950.00	67.5%
6310 · Grass	11,260.00	12,000.00	-740.00	93.8%
6320 · Attorney	600.00	6,000.00	-5,400.00	10.0%
6330 · Consulting Engineer	15,120.00	30,000.00	-14,880.00	50.4%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	51.25	1,000.00	-948.75	5.1%
6370 · Phone, LDT, Pager, E-Mail	3,339.48	4,500.00	-1,160.52	74.2%
6390 · Hotel	467.04	500.00	-32.96	93.4%
6400 · Meals	203.55	200.00	3.55	101.8%
6410 · Subscriptions	1,990.96	2,100.00	-109.04	94.8%
6430 · Ads	59.53	500.00	-440.47	11.9%
6440 · Other	1,208.06	500.00	708.06	241.6%
6441 · Event Planning	4,527.77	1,500.00	3,027.77	301.9%
6450 · Insurance	55,224.15	54,000.00	1,224.15	102.3%
6460 · Electric	5,480.13	6,500.00	-1,019.87	84.3%
6470 · Water	1,333.69	1,500.00	-166.31	88.9%
6480 · Trash	2,612.13	2,500.00	112.13	104.5%
6490 · Port-O-Lets	3,495.00	2,750.00	745.00	127.1%
6500 · Pump Holding Tank	1,550.00	1,000.00	550.00	155.0%
6510 · Building & Grounds Expense	17,718.41	2,000.00	15,718.41	885.9%
6520 · Boat	283.00	2,000.00	-1,717.00	14.2%
6530 · Truck	103.46	1,000.00	-896.54	10.3%
6541 · Dredging Equipment Maintenance	0.00	5,000.00	-5,000.00	0.0%
6542 · Equipment Rental	0.00	10,000.00	-10,000.00	0.0%
6560 · Water Testing	10,595.99	8,000.00	2,595.99	132.4%
6570 · Lake Weed Treatment	31,713.60	50,000.00	-18,286.40	63.4%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	6,028.60	5,000.00	1,028.60	120.6%
6630 · Spillway Repairs	0.00	2,000.00	-2,000.00	0.0%
6661 · Disposal Site Preparation	5,321.84	20,000.00	-14,678.16	26.6%
6680 · Other Services and Charges	3,200.00	2,000.00	1,200.00	160.0%
6681 · Fireworks	9,000.00	9,000.00	0.00	100.0%
6700 · Computer Equipment	737.19	1,500.00	-762.81	49.1%
6750 · Sediment Mitigation	271,348.20	530,000.00	-258,651.80	51.2%
6790 · Bond Repayment - SedimentMgmt	36,700.00	78,150.00	-41,450.00	47.0%
<b>Total Expense</b>	<b>717,411.48</b>	<b>1,210,435.00</b>	<b>-493,023.52</b>	<b>59.3%</b>
<b>Net Income</b>	<b>185,863.42</b>	<b>3,315.00</b>	<b>182,548.42</b>	<b>5,606.7%</b>

### Previous Year Income Comparison





### Previous Year Expense Comparison



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11/13/23

**LAKE LEMON CONSERVANCY**  
**Reconciliation Summary**  
1000 - Peoples State Bank - General, Period Ending 10/31/2023

	Oct 31, 23
Beginning Balance	1,000,556.96
Cleared Transactions	
Checks and Payments - 16 items	-786,131.13
Deposits and Credits - 20 items	35,574.17
Total Cleared Transactions	-750,556.96
Cleared Balance	<u>250,000.00</u>
Uncleared Transactions	
Checks and Payments - 3 items	-279.52
Deposits and Credits - 2 items	54.00
Total Uncleared Transactions	-225.52
Register Balance as of 10/31/2023	<u>249,774.48</u>
New Transactions	
Checks and Payments - 6 items	-1,335.50
Deposits and Credits - 2 items	1,501.00
Total New Transactions	165.50
Ending Balance	<u>249,939.98</u>

**LAKE LEMON CONSERVANCY**

**Reconciliation Detail**

**1000 · Peoples State Bank - General, Period Ending 10/31/2023**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,000,556.96
<b>Cleared Transactions</b>						
<b>Checks and Payments - 16 items</b>						
Check	09/22/2023	5870	IZZY'S RENTAL	X	-190.50	-190.50
Check	09/30/2023	ACH	VISA	X	-1,198.51	-1,389.01
Check	10/03/2023	5874	CURRY AUTO CEN...	X	-331.33	-1,720.34
Check	10/03/2023	5876	SPC, INC.	X	-245.00	-1,965.34
Check	10/03/2023	5872	LOWE'S COMPANI...	X	-232.02	-2,197.36
Check	10/03/2023	5873	B & B WATER CORP	X	-139.76	-2,337.12
Check	10/03/2023	5875	KLEINDORFER HA...	X	-11.65	-2,348.77
Check	10/13/2023	5878	N. ANDERSON EX...	X	-1,810.00	-4,158.77
Check	10/13/2023	5877	RUMPKE OF INDIA...	X	-284.92	-4,443.69
Check	10/13/2023	5879	PINE GROVE MARI...	X	-270.78	-4,714.47
Check	10/24/2023	5880	FIRST INSURANCE...	X	-8,479.00	-13,193.47
Check	10/24/2023	5882	CHRISTOPHER B B...	X	-6,227.50	-19,420.97
General Journal	10/31/2023			X	-748,894.79	-768,315.76
General Journal	10/31/2023			X	-8,819.82	-777,135.58
General Journal	10/31/2023			X	-7,585.66	-784,721.24
Check	10/31/2023	ACH	VISA	X	-1,409.89	-786,131.13
<b>Total Checks and Payments</b>					<b>-786,131.13</b>	<b>-786,131.13</b>
<b>Deposits and Credits - 20 items</b>						
General Journal	10/02/2023			X	289.00	289.00
General Journal	10/02/2023			X	366.00	655.00
General Journal	10/06/2023			X	171.00	826.00
General Journal	10/06/2023			X	178.00	1,004.00
General Journal	10/10/2023			X	325.00	1,329.00
General Journal	10/10/2023			X	471.00	1,800.00
General Journal	10/13/2023			X	176.00	1,976.00
General Journal	10/13/2023			X	257.00	2,233.00
General Journal	10/16/2023			X	44.00	2,277.00
General Journal	10/16/2023			X	66.00	2,343.00
General Journal	10/20/2023			X	22.00	2,365.00
General Journal	10/20/2023			X	88.00	2,453.00
General Journal	10/23/2023			X	83.00	2,536.00
General Journal	10/23/2023			X	162.00	2,698.00
General Journal	10/27/2023			X	22.00	2,720.00
General Journal	10/27/2023			X	88.00	2,808.00
General Journal	10/30/2023			X	66.00	2,874.00
General Journal	10/30/2023			X	522.00	3,396.00
General Journal	10/31/2023			X	0.04	3,396.04
General Journal	10/31/2023			X	32,178.13	35,574.17
<b>Total Deposits and Credits</b>					<b>35,574.17</b>	<b>35,574.17</b>
<b>Total Cleared Transactions</b>					<b>-750,556.96</b>	<b>-750,556.96</b>
<b>Cleared Balance</b>					<b>-750,556.96</b>	<b>250,000.00</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 3 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	10/24/2023	5881	IZZY'S RENTAL		-190.50	-279.52
<b>Total Checks and Payments</b>					<b>-279.52</b>	<b>-279.52</b>
<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>					<b>54.00</b>	<b>54.00</b>
<b>Total Uncleared Transactions</b>					<b>-225.52</b>	<b>-225.52</b>
<b>Register Balance as of 10/31/2023</b>					<b>-750,782.48</b>	<b>249,774.48</b>
<b>New Transactions</b>						
<b>Checks and Payments - 6 items</b>						

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 10/31/2023

Type	Date	Num	Name	Clr	Amount	Balance
Check	11/03/2023	5884	WATKINS ACCOUN...		-456.00	-456.00
Check	11/03/2023	5883	B & B WATER CORP		-137.93	-593.93
Check	11/06/2023	5885	AIM MEDIA INDIANA		-105.35	-699.28
Check	11/06/2023	5886	INDUSTRIAL SERV...		-51.30	-750.58
Check	11/13/2023	5888	LAKE LEMON MARI...		-300.00	-1,050.58
Check	11/13/2023	5887	RUMPKE OF INDIA...		-284.92	-1,335.50
Total Checks and Payments					-1,335.50	-1,335.50
<b>Deposits and Credits - 2 items</b>						
General Journal	11/10/2023				44.00	44.00
General Journal	11/10/2023				1,457.00	1,501.00
Total Deposits and Credits					1,501.00	1,501.00
Total New Transactions					165.50	165.50
<b>Ending Balance</b>					<b>-750,616.98</b>	<b>249,939.98</b>

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11/14/23

**LAKE LEMON CONSERVANCY**  
**Reconciliation Summary**  
**1080 · Construction Account, Period Ending 10/31/2023**

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	<u>Oct 31, 23</u>
Beginning Balance	428,682.03
Cleared Balance	428,682.03
Register Balance as of 10/31/2023	428,682.03
New Transactions	
Checks and Payments - 1 item	<u>-98,725.62</u>
Total New Transactions	<u>-98,725.62</u>
Ending Balance	<u><u>329,956.41</u></u>

**LAKE LEMON CONSERVANCY**

**Reconciliation Detail**

**1080 · Construction Account, Period Ending 10/31/2023**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						428,682.03
Cleared Balance						428,682.03
Register Balance as of 10/31/2023						428,682.03
<b>New Transactions</b>						
<b>Checks and Payments - 1 item</b>						
Check	11/06/2023	1011	HEARTLAND DRED...		-98,725.62	-98,725.62
Total Checks and Payments					-98,725.62	-98,725.62
Total New Transactions					-98,725.62	-98,725.62
<b>Ending Balance</b>					<b>-98,725.62</b>	<b>329,956.41</b>

# Lake Lemon Conservancy District

Financial Statement

For Period Ending

November 1, 2023 Through November 30, 2023

(Unaudited)

Watkins Accounting

113 E. 19th Street  
Bloomington, IN47408

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

As of November 30, 2023

Cash Basis

	Nov 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	77,222.81
1000 · Peoples State Bank - General - Other	131,292.17
<b>Total 1000 · Peoples State Bank - General</b>	208,514.98
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1040 · CD's Cumulative Maint Fund	10,765.10
1050 · Savings Account	814,203.13
1080 · Construction Account	329,956.41
<b>Total Checking/Savings</b>	1,363,739.62
<b>Total Current Assets</b>	1,363,739.62
<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	239,581.79
<b>Total Fixed Assets</b>	854,441.15
<b>TOTAL ASSETS</b>	<b>2,218,180.77</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	1,072.38
2020 · State & Co. Withholding Payable	735.39
<b>Total Other Current Liabilities</b>	1,807.77
<b>Total Current Liabilities</b>	1,807.77
<b>Long Term Liabilities</b>	
2810 · Bond Payable	1,035,000.00
<b>Total Long Term Liabilities</b>	1,035,000.00
<b>Total Liabilities</b>	1,036,807.77
<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	389,918.43
Net Income	84,923.22
<b>Total Equity</b>	1,181,373.00
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,218,180.77</b>



# LAKE LEMON CONSERVANCY

## Profit & Loss

November 2023

Cash Basis

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	<u>Nov 23</u>
<b>Income</b>	
4000 · Watercraft Permits	60.07
4010 · Launch Fees	28.00
4060 · Interest	1,959.23
4090 · Park Reservations & Special Events	3,235.00
	<hr/>
<b>Total Income</b>	5,282.30
<b>Expense</b>	
6000 · Manager	6,307.70
6001 · Operations Supervisor	4,791.66
6010 · FICA	401.19
6025 · Merchant Fees	53.80
6030 · Retirement	1,576.16
6040 · Health Insurance	61.30
6080 · Seasonal Labor	338.25
6170 · Miscellaneous-Other	5.00
6180 · Postage	6.00
6190 · General Business Supplies	35.97
6251 · Dredging Supplies	74.96
6300 · Accounting Services	450.00
6330 · Consulting Engineer	4,548.75
6370 · Phone, LDT, Pager, E-Mail	356.45
6410 · Subscriptions	39.18
6430 · Ads	227.36
6460 · Electric	599.00
6470 · Water	137.93
6480 · Trash	284.92
6520 · Boat	300.00
6541 · Dredging Equipment Maintenance	51.30
6560 · Water Testing	400.00
6750 · Sediment Mitigation	98,725.62
6790 · Bond Repayment - SedimentMgmt	41,450.00
	<hr/>
<b>Total Expense</b>	161,222.50
<b>Net Income</b>	<hr/> <b>-155,940.20</b> <hr/>

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

November 2023

Cash Basis

	Nov 23	Jan - Nov 23
<b>Income</b>		
2393 · Brown Co - Cumulative Conserv	0.00	8,990.92
2394 · Monroe Co - Cumulative Conserv	0.00	24,593.13
4000 · Watercraft Permits	60.07	142,124.04
4010 · Launch Fees	28.00	28,166.03
4015 · Wakeboard Fee	0.00	5,560.00
4020 · Marina & Club Fees	0.00	14,295.00
4030 · Sublease & Access Fees	0.00	38,272.99
4040 · Property Tax - Brown Co.	0.00	64,276.83
4045 · SBT Hydraulic Assessment-BC	0.00	64,276.83
4050 · Property Tax -Monroe Co.	0.00	175,818.18
4055 · SBT Hydraulic Assessment-MC	0.00	175,818.18
4060 · Interest	1,959.23	4,397.23
4070 · Grants & Donations	0.00	15,607.75
4080 · Fishing Tournament	0.00	1,080.00
4090 · Park Reservations	3,235.00	20,768.65
4100 · Park Admission Fees	0.00	77,010.00
4120 · Other Income	0.00	47,501.44
<b>Total Income</b>	<b>5,282.30</b>	<b>908,557.20</b>
<b>Expense</b>		
2001 · Park Capital Improvement Fund	0.00	7,129.00
6000 · Manager	6,307.70	72,538.55
6001 · Operations Supervisor	4,791.66	54,919.80
6010 · FICA	401.19	10,959.70
6020 · State Unemployment Tax	0.00	255.64
6025 · Merchant Fees	53.80	690.41
6030 · Retirement	1,576.16	18,501.36
6040 · Health Insurance	61.30	-444.02
6070 · Gate Attendant	0.00	18,519.90
6080 · Seasonal Labor	338.25	13,344.62
6120 · Season & Launch Permits	0.00	2,037.25
6130 · Daily Permits	0.00	405.00
6150 · Checks	0.00	240.06
6160 · Printer, Copier & Computer Supp	0.00	780.84
6170 · Miscellaneous-Other	5.00	469.51
6180 · Postage	6.00	610.36
6190 · General Business Supplies	35.97	821.50
6200 · Regular Gas	0.00	7,138.10
6220 · Janitorial Supplies	0.00	1,773.12
6240 · Building & Grounds	0.00	7,822.79
6250 · Boat/Weed Harvester/Truck	0.00	1,448.43
6251 · Dredging Supplies	74.96	607.14
6260 · Uniforms	0.00	367.00
6290 · Signs & Nautical Markers	0.00	4,804.38
6300 · Accounting Services	450.00	4,500.00
6310 · Grass	0.00	11,260.00
6320 · Attorney	0.00	600.00
6330 · Consulting Engineer	4,548.75	19,668.75
6350 · Other Prof/Secretarial Service	0.00	51.25
6370 · Phone, LDT, Pager, E-Mail	356.45	3,695.93
6390 · Hotel	0.00	467.04
6400 · Meals	0.00	203.55
6410 · Subscriptions	39.18	2,030.14
6430 · Ads	227.36	286.89
6440 · Other	0.00	1,208.06
6441 · Event Planning	0.00	4,527.77
6450 · Insurance	0.00	55,224.15
6460 · Electric	599.00	6,079.13
6470 · Water	137.93	1,471.62
6480 · Trash	284.92	2,897.05
6490 · Port-O-Lets	0.00	3,495.00
6500 · Pump Holding Tank	0.00	1,550.00
6510 · Building & Grounds Expense	0.00	17,718.41
6520 · Boat	300.00	583.00

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

November 2023

Cash Basis

	Nov 23	Jan - Nov 23
6530 · Truck	0.00	103.46
6541 · Dredging Equipment Maintenance	51.30	51.30
6560 · Water Testing	400.00	10,995.99
6570 · Lake Weed Treatment	0.00	31,713.60
6620 · Dam/Spillway Inspection	0.00	6,028.60
6661 · Disposal Site Preparation	0.00	5,321.84
6680 · Other Services and Charges	0.00	3,200.00
6681 · Fireworks	0.00	9,000.00
6700 · Computer Equipment	0.00	737.19
6750 · Sediment Mitigation	98,725.62	370,073.82
6790 · Bond Repayment - SedimentMgmt	41,450.00	78,150.00
<b>Total Expense</b>	<b>161,222.50</b>	<b>878,633.98</b>
<b>Net Income</b>	<b>-155,940.20</b>	<b>29,923.22</b>

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Prev Year Comparison**  
**January through November 2023**

Cash Basis

	Jan - Nov 23	Jan - Nov 22	\$ Change	% Change
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	8,990.92	7,078.09	1,912.83	27.0%
2394 · Monroe Co - Cumulative Conserv	24,593.13	20,836.11	3,757.02	18.0%
4000 · Watercraft Permits	142,124.04	132,606.76	9,517.28	7.2%
4010 · Launch Fees	28,166.03	25,173.54	2,992.49	11.9%
4015 · Wakeboard Fee	5,560.00	0.00	5,560.00	100.0%
4020 · Marina & Club Fees	14,295.00	12,465.00	1,830.00	14.7%
4030 · Sublease & Access Fees	38,272.99	34,960.00	3,312.99	9.5%
4040 · Property Tax - Brown Co.	64,276.83	56,747.48	7,529.35	13.3%
4045 · SBT Hydraulic Assessment-BC	64,276.83	0.00	64,276.83	100.0%
4050 · Property Tax -Monroe Co.	175,818.18	170,317.52	5,500.66	3.2%
4055 · SBT Hydraulic Assessment-MC	175,818.18	0.00	175,818.18	100.0%
4060 · Interest	4,397.23	172.47	4,224.76	2,449.6%
4070 · Grants & Donations	15,607.75	15,566.23	41.52	0.3%
4071 · Community Foundation	0.00	40,000.00	-40,000.00	-100.0%
4080 · Fishing Tournament	1,080.00	1,150.00	-70.00	-6.1%
4090 · Park Reservations	20,768.65	4,420.05	16,348.60	369.9%
4100 · Park Admission Fees	77,010.00	73,280.00	3,730.00	5.1%
4110 · Concessions	0.00	50.00	-50.00	-100.0%
4120 · Other Income	47,501.44	30,800.00	16,701.44	54.2%
<b>Total Income</b>	<b>908,557.20</b>	<b>625,623.25</b>	<b>282,933.95</b>	<b>45.2%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	7,129.00	23,261.99	-16,132.99	-69.4%
6000 · Manager	72,538.55	65,682.71	6,855.84	10.4%
6001 · Operations Supervisor	54,919.80	35,333.28	19,586.52	55.4%
6010 · FICA	10,959.70	9,951.55	1,008.15	10.1%
6020 · State Unemployment Tax	255.64	276.96	-21.32	-7.7%
6025 · Merchant Fees	690.41	918.90	-228.49	-24.9%
6030 · Retirement	18,501.36	14,315.27	4,186.09	29.2%
6040 · Health Insurance	-444.02	0.00	-444.02	-100.0%
6070 · Gate Attendant	18,519.90	23,360.40	-4,840.50	-20.7%
6080 · Seasonal Labor	13,344.62	8,857.50	4,487.12	50.7%
6112 · Dredger (Other)	0.00	2,100.00	-2,100.00	-100.0%
6114 · Assistant Dredger (Other)	0.00	2,052.00	-2,052.00	-100.0%
6120 · Season & Launch Permits	2,037.25	1,842.58	194.67	10.6%
6130 · Daily Permits	405.00	78.00	327.00	419.2%
6140 · Receipt/Tickets Books	0.00	410.90	-410.90	-100.0%
6150 · Checks	240.06	0.00	240.06	100.0%
6160 · Printer, Copier & Computer Supp	780.84	99.99	680.85	680.9%
6170 · Miscellaneous-Other	469.51	595.54	-126.03	-21.2%
6180 · Postage	610.36	738.42	-128.06	-17.3%
6190 · General Business Supplies	821.50	1,898.35	-1,076.85	-56.7%
6200 · Regular Gas	7,138.10	5,735.82	1,402.28	24.5%
6220 · Janitorial Supplies	1,773.12	0.00	1,773.12	100.0%
6240 · Building & Grounds	7,822.79	7,504.44	318.35	4.2%
6250 · Boat/Weed Harvester/Truck	1,448.43	610.73	837.70	137.2%
6251 · Dredging Supplies	607.14	11,764.11	-11,156.97	-94.8%
6260 · Uniforms	367.00	532.60	-165.60	-31.1%
6290 · Signs & Nautical Markers	4,804.38	5,274.40	-470.02	-8.9%
6300 · Accounting Services	4,500.00	450.00	4,050.00	900.0%
6310 · Grass	11,260.00	10,860.00	400.00	3.7%
6320 · Attorney	600.00	3,776.00	-3,176.00	-84.1%
6330 · Consulting Engineer	19,668.75	6,988.99	12,679.76	181.4%
6350 · Other Prof/Secretarial Service	51.25	772.81	-721.56	-93.4%
6370 · Phone, LDT, Pager, E-Mail	3,695.93	3,497.21	198.72	5.7%
6390 · Hotel	467.04	556.00	-88.96	-16.0%
6400 · Meals	203.55	125.85	77.70	61.7%
6410 · Subscriptions	2,030.14	1,280.81	749.33	58.5%
6430 · Ads	286.89	154.13	132.76	86.1%
6440 · Other	1,208.06	1,303.37	-95.31	-7.3%
6441 · Event Planning	4,527.77	328.06	4,199.71	1,280.2%
6450 · Insurance	55,224.15	55,434.00	-209.85	-0.4%
6460 · Electric	6,079.13	5,011.00	1,068.13	21.3%
6470 · Water	1,471.62	1,351.57	120.05	8.9%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Prev Year Comparison**  
**January through November 2023**

Cash Basis

	Jan - Nov 23	Jan - Nov 22	\$ Change	% Change
6480 · Trash	2,897.05	2,018.84	878.21	43.5%
6490 · Port-O-Lets	3,495.00	2,643.00	852.00	32.2%
6500 · Pump Holding Tank	1,550.00	1,375.00	175.00	12.7%
6510 · Building & Grounds Expense	17,718.41	493.00	17,225.41	3,494.0%
6520 · Boat	583.00	1,859.25	-1,276.25	-68.6%
6530 · Truck	103.46	97.28	6.18	6.4%
6541 · Dredging Equipment Maintenance	51.30	10,185.71	-10,134.41	-99.5%
6542 · Equipment Rental	0.00	365.88	-365.88	-100.0%
6560 · Water Testing	10,995.99	14,067.00	-3,071.01	-21.8%
6570 · Lake Weed Treatment	31,713.60	34,584.10	-2,870.50	-8.3%
6600 · 6% MarinaPermit Sales	0.00	954.45	-954.45	-100.0%
6620 · Dam/Spillway Inspection	6,028.60	0.00	6,028.60	100.0%
6661 · Disposal Site Preparation	5,321.84	4,361.14	960.70	22.0%
6680 · Other Services and Charges	3,200.00	0.00	3,200.00	100.0%
6681 · Fireworks	9,000.00	8,540.00	460.00	5.4%
6700 · Computer Equipment	737.19	0.00	737.19	100.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6750 · Sediment Mitigation	370,073.82	522,167.20	-152,093.38	-29.1%
6790 · Bond Repayment - SedimentMgmt	78,150.00	12,250.00	65,900.00	538.0%
<b>Total Expense</b>	<b>878,633.98</b>	<b>931,048.09</b>	<b>-52,414.11</b>	<b>-5.6%</b>
<b>Net Income</b>	<b>29,923.22</b>	<b>-305,424.84</b>	<b>335,348.06</b>	<b>109.8%</b>

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2023

Cash Basis

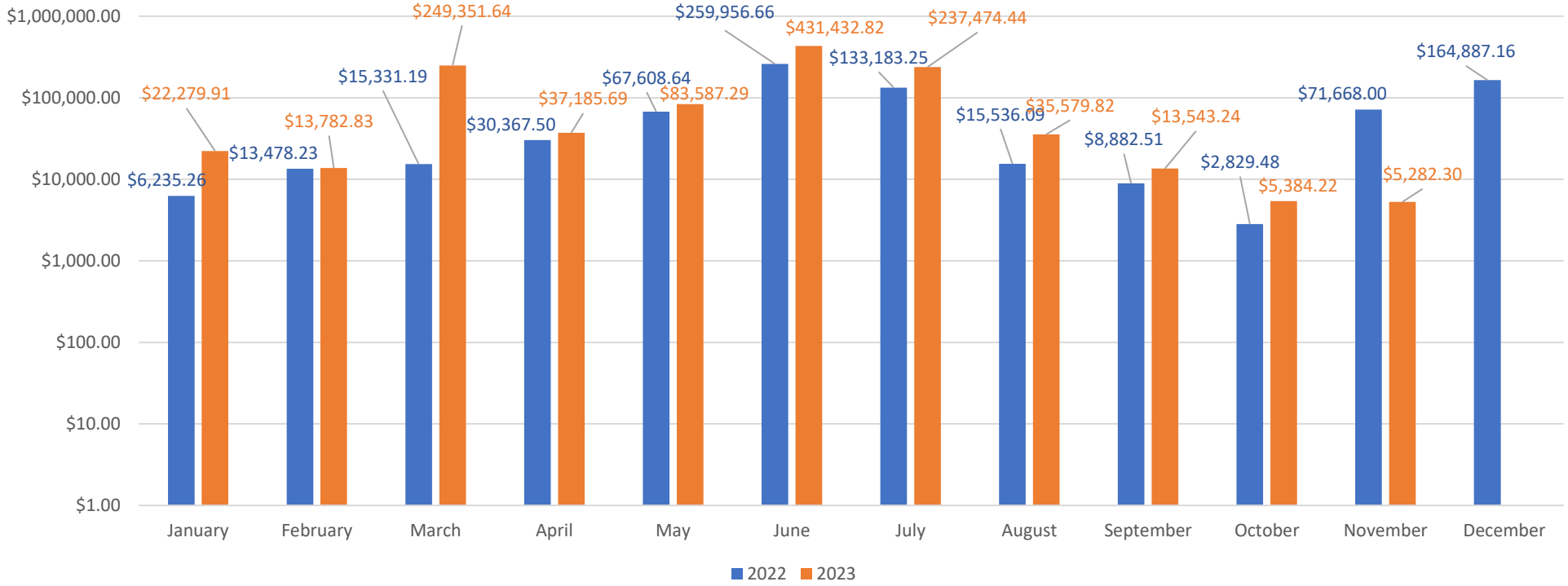
	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
2393 · Brown Co - Cumulative Conserv	8,990.92	12,571.00	-3,580.08	71.5%
2394 · Monroe Co - Cumulative Conserv	24,593.13	37,429.00	-12,835.87	65.7%
4000 · Watercraft Permits	142,124.04	136,000.00	6,124.04	104.5%
4010 · Launch Fees	28,166.03	28,000.00	166.03	100.6%
4015 · Wakeboard Fee	5,560.00	8,000.00	-2,440.00	69.5%
4020 · Marina & Club Fees	14,295.00	12,000.00	2,295.00	119.1%
4030 · Sublease & Access Fees	38,272.99	30,000.00	8,272.99	127.6%
4040 · Property Tax - Brown Co.	64,276.83	106,250.00	-41,973.17	60.5%
4045 · SBT Hydraulic Assessment-BC	64,276.83	106,250.00	-41,973.17	60.5%
4050 · Property Tax -Monroe Co.	175,818.18	318,750.00	-142,931.82	55.2%
4055 · SBT Hydraulic Assessment-MC	175,818.18	318,750.00	-142,931.82	55.2%
4060 · Interest	4,397.23	250.00	4,147.23	1,758.9%
4070 · Grants & Donations	15,607.75	12,000.00	3,607.75	130.1%
4080 · Fishing Tournament	1,080.00	1,500.00	-420.00	72.0%
4090 · Park Reservations	20,768.65	4,000.00	16,768.65	519.2%
4100 · Park Admission Fees	77,010.00	72,000.00	5,010.00	107.0%
4120 · Other Income	47,501.44	10,000.00	37,501.44	475.0%
<b>Total Income</b>	<b>908,557.20</b>	<b>1,213,750.00</b>	<b>-305,192.80</b>	<b>74.9%</b>
<b>Expense</b>				
2001 · Park Capital Improvement Fund	7,129.00	50,000.00	-42,871.00	14.3%
6000 · Manager	72,538.55	72,000.00	538.55	100.7%
6001 · Operations Supervisor	54,919.80	49,500.00	5,419.80	110.9%
6010 · FICA	10,959.70	14,500.00	-3,540.30	75.6%
6020 · State Unemployment Tax	255.64	800.00	-544.36	32.0%
6025 · Merchant Fees	690.41	200.00	490.41	345.2%
6030 · Retirement	18,501.36	17,500.00	1,001.36	105.7%
6040 · Health Insurance	-444.02	18,000.00	-18,444.02	-2.5%
6050 · Life Insurance	0.00	400.00	-400.00	0.0%
6070 · Gate Attendant	18,519.90	26,100.00	-7,580.10	71.0%
6080 · Seasonal Labor	13,344.62	19,800.00	-6,455.38	67.4%
6112 · Dredger (Other)	0.00	10,560.00	-10,560.00	0.0%
6114 · Assistant Dredger (Other)	0.00	6,080.00	-6,080.00	0.0%
6120 · Season & Launch Permits	2,037.25	2,160.00	-122.75	94.3%
6130 · Daily Permits	405.00	325.00	80.00	124.6%
6140 · Receipt/Tickets Books	0.00	430.00	-430.00	0.0%
6150 · Checks	240.06	430.00	-189.94	55.8%
6160 · Printer, Copier & Computer Supp	780.84	540.00	240.84	144.6%
6170 · Miscellaneous-Other	469.51	500.00	-30.49	93.9%
6180 · Postage	610.36	810.00	-199.64	75.4%
6185 · Receipt Books	0.00	200.00	-200.00	0.0%
6190 · General Business Supplies	821.50	1,000.00	-178.50	82.2%
6200 · Regular Gas	7,138.10	4,000.00	3,138.10	178.5%
6210 · Diesel	0.00	5,000.00	-5,000.00	0.0%
6220 · Janitorial Supplies	1,773.12	1,500.00	273.12	118.2%

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
January through November 2023

Cash Basis

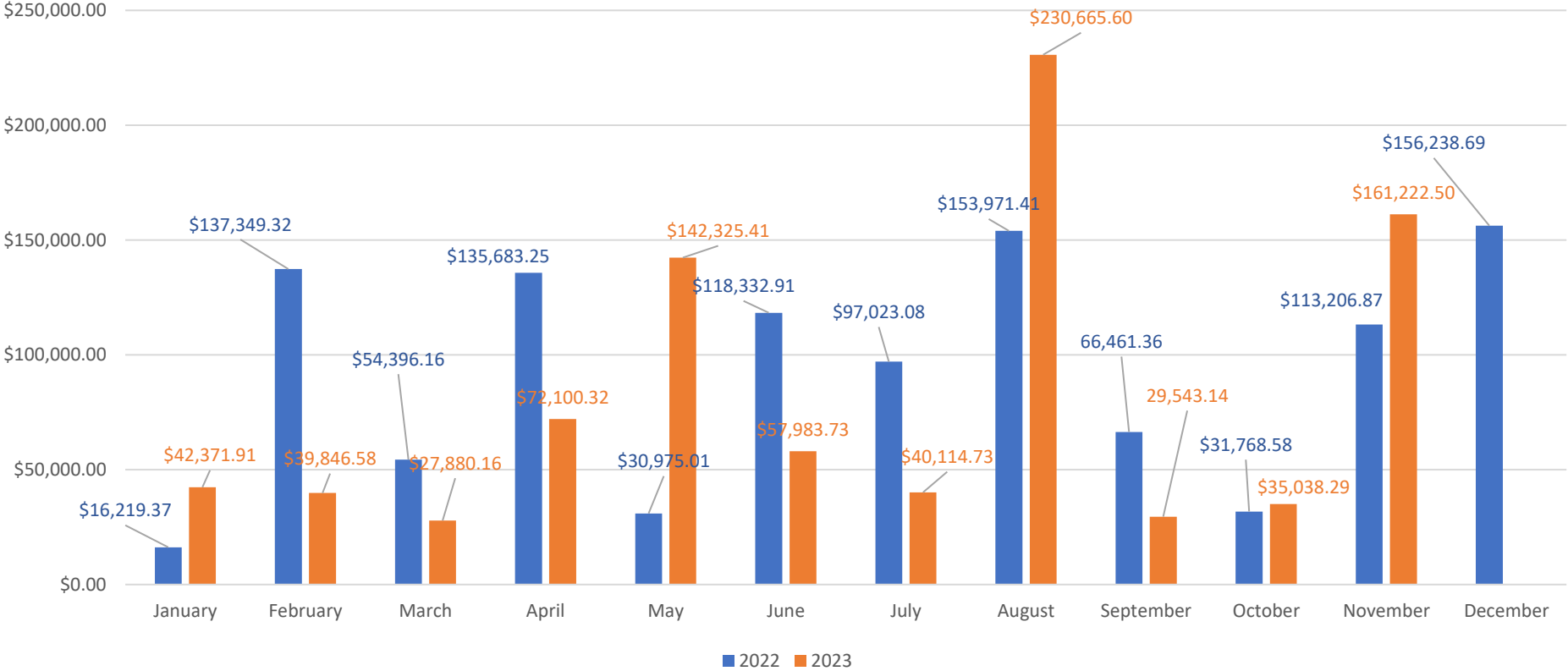
	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	7,822.79	6,480.00	1,342.79	120.7%
6250 · Boat/Weed Harvester/Truck	1,448.43	1,620.00	-171.57	89.4%
6251 · Dredging Supplies	607.14	6,000.00	-5,392.86	10.1%
6252 · Rip Rap/Erosion Control	0.00	10,000.00	-10,000.00	0.0%
6260 · Uniforms	367.00	800.00	-433.00	45.9%
6290 · Signs & Nautical Markers	4,804.38	5,500.00	-695.62	87.4%
6300 · Accounting Services	4,500.00	6,000.00	-1,500.00	75.0%
6310 · Grass	11,260.00	12,000.00	-740.00	93.8%
6320 · Attorney	600.00	6,000.00	-5,400.00	10.0%
6330 · Consulting Engineer	19,668.75	30,000.00	-10,331.25	65.6%
6340 · State Board Accounts Audit	0.00	1,500.00	-1,500.00	0.0%
6350 · Other Prof/Secretarial Service	51.25	1,000.00	-948.75	5.1%
6370 · Phone, LDT, Pager, E-Mail	3,695.93	4,500.00	-804.07	82.1%
6390 · Hotel	467.04	500.00	-32.96	93.4%
6400 · Meals	203.55	200.00	3.55	101.8%
6410 · Subscriptions	2,030.14	2,100.00	-69.86	96.7%
6430 · Ads	286.89	500.00	-213.11	57.4%
6440 · Other	1,208.06	500.00	708.06	241.6%
6441 · Event Planning	4,527.77	1,500.00	3,027.77	301.9%
6450 · Insurance	55,224.15	54,000.00	1,224.15	102.3%
6460 · Electric	6,079.13	6,500.00	-420.87	93.5%
6470 · Water	1,471.62	1,500.00	-28.38	98.1%
6480 · Trash	2,897.05	2,500.00	397.05	115.9%
6490 · Port-O-Lets	3,495.00	2,750.00	745.00	127.1%
6500 · Pump Holding Tank	1,550.00	1,000.00	550.00	155.0%
6510 · Building & Grounds Expense	17,718.41	2,000.00	15,718.41	885.9%
6520 · Boat	583.00	2,000.00	-1,417.00	29.2%
6530 · Truck	103.46	1,000.00	-896.54	10.3%
6541 · Dredging Equipment Maintenance	51.30	5,000.00	-4,948.70	1.0%
6542 · Equipment Rental	0.00	10,000.00	-10,000.00	0.0%
6560 · Water Testing	10,995.99	8,000.00	2,995.99	137.4%
6570 · Lake Weed Treatment	31,713.60	50,000.00	-18,286.40	63.4%
6590 · Contingency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6610 · Cumulative Maintenance Fund	0.00	7,500.00	-7,500.00	0.0%
6620 · Dam/Spillway Inspection	6,028.60	5,000.00	1,028.60	120.6%
6630 · Spillway Repairs	0.00	2,000.00	-2,000.00	0.0%
6661 · Disposal Site Preparation	5,321.84	20,000.00	-14,678.16	26.6%
6680 · Other Services and Charges	3,200.00	2,000.00	1,200.00	160.0%
6681 · Fireworks	9,000.00	9,000.00	0.00	100.0%
6700 · Computer Equipment	737.19	1,500.00	-762.81	49.1%
6750 · Sediment Mitigation	370,073.82	530,000.00	-159,926.18	69.8%
6790 · Bond Repayment - SedimentMgmt	78,150.00	78,150.00	0.00	100.0%
<b>Total Expense</b>	<b>878,633.98</b>	<b>1,210,435.00</b>	<b>-331,801.02</b>	<b>72.6%</b>
<b>Net Income</b>	<b>29,923.22</b>	<b>3,315.00</b>	<b>26,608.22</b>	<b>902.7%</b>

### Previous Year Income Comparison

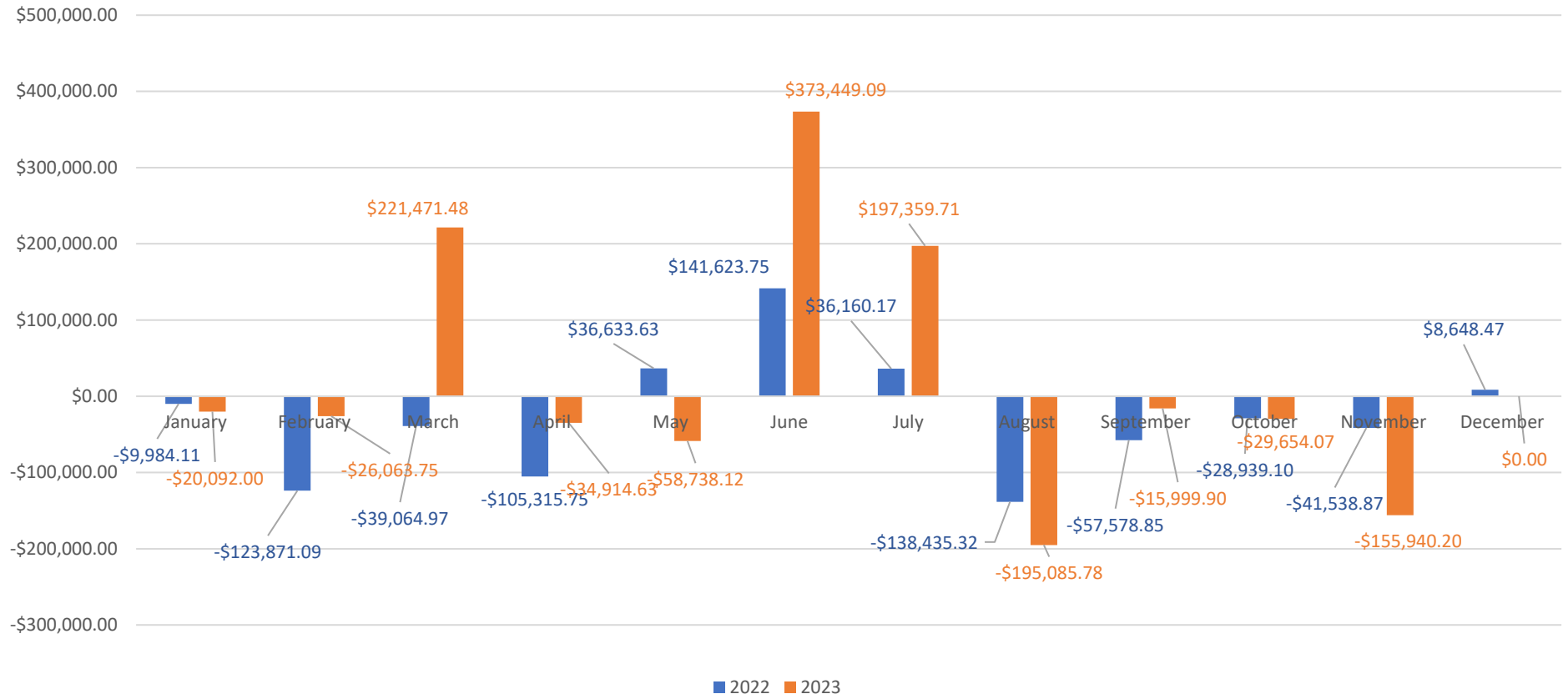




### Previous Year Expense Comparison



### Previous Year Net Income Comparison



11:47 AM

12/06/23

# LAKE LEMON CONSERVANCY

## Reconciliation Summary

1000 · Peoples State Bank - General, Period Ending 11/30/2023

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	<u>Nov 30, 23</u>
Beginning Balance	250,000.00
Cleared Transactions	
Checks and Payments - 14 items	-25,084.82
Deposits and Credits - 7 items	25,084.82
Total Cleared Transactions	<u>0.00</u>
Cleared Balance	<u>250,000.00</u>
Uncleared Transactions	
Checks and Payments - 3 items	-41,539.02
Deposits and Credits - 2 items	54.00
Total Uncleared Transactions	<u>-41,485.02</u>
Register Balance as of 11/30/2023	<u>208,514.98</u>
New Transactions	
Checks and Payments - 2 items	-895.02
Total New Transactions	<u>-895.02</u>
Ending Balance	<u>207,619.96</u>

## LAKE LEMON CONSERVANCY

## Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 11/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						250,000.00
<b>Cleared Transactions</b>						
<b>Checks and Payments - 14 items</b>						
Check	10/24/2023	5881	IZZY'S RENTAL	X	-190.50	-190.50
Check	11/03/2023	5884	WATKINS ACCOUN...	X	-456.00	-646.50
Check	11/03/2023	5883	B & B WATER CORP	X	-137.93	-784.43
Check	11/06/2023	5885	AIM MEDIA INDIANA	X	-105.35	-889.78
Check	11/06/2023	5886	INDUSTRIAL SERV...	X	-51.30	-941.08
Check	11/13/2023	5888	LAKE LEMON MARI...	X	-300.00	-1,241.08
Check	11/13/2023	5887	RUMPKE OF INDIA...	X	-284.92	-1,526.00
Check	11/14/2023	ACH	VISA	X	-1,145.78	-2,671.78
Check	11/14/2023	5889	PHYCOTECH, INC.	X	-400.00	-3,071.78
Check	11/20/2023	5890	CHRISTOPHER B B...	X	-4,548.75	-7,620.53
Check	11/20/2023	5891	GATEHOUSE MEDI...	X	-122.01	-7,742.54
General Journal	11/30/2023			X	-8,993.34	-16,735.88
General Journal	11/30/2023			X	-5,984.10	-22,719.98
General Journal	11/30/2023			X	-2,364.84	-25,084.82
Total Checks and Payments					-25,084.82	-25,084.82
<b>Deposits and Credits - 7 items</b>						
General Journal	11/10/2023			X	44.00	44.00
General Journal	11/10/2023			X	1,457.00	1,501.00
General Journal	11/16/2023			X	622.00	2,123.00
General Journal	11/20/2023			X	300.00	2,423.00
General Journal	11/27/2023			X	900.00	3,323.00
General Journal	11/30/2023			X	0.07	3,323.07
General Journal	11/30/2023			X	21,761.75	25,084.82
Total Deposits and Credits					25,084.82	25,084.82
Total Cleared Transactions					0.00	0.00
Cleared Balance					0.00	250,000.00
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 3 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	11/30/2023	5892	Old National Wealth ...		-41,450.00	-41,539.02
Total Checks and Payments					-41,539.02	-41,539.02
<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
Total Deposits and Credits					54.00	54.00
Total Uncleared Transactions					-41,485.02	-41,485.02
Register Balance as of 11/30/2023					-41,485.02	208,514.98
<b>New Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	12/01/2023	5893	IZZY'S RENTAL		-190.50	-190.50
Check	12/06/2023	5894	PHYCOTECH, INC.		-704.52	-895.02
Total Checks and Payments					-895.02	-895.02
Total New Transactions					-895.02	-895.02
<b>Ending Balance</b>					<b>-42,380.04</b>	<b>207,619.96</b>

11:49 AM

12/06/23

**LAKE LEMON CONSERVANCY**  
**Reconciliation Summary**  
**1080 - Construction Account, Period Ending 11/30/2023**

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	<u>Nov 30, 23</u>
Beginning Balance	428,682.03
Cleared Transactions	
Checks and Payments - 1 item	<u>-98,725.62</u>
Total Cleared Transactions	<u>-98,725.62</u>
Cleared Balance	<u><b>329,956.41</b></u>
Register Balance as of 11/30/2023	329,956.41
Ending Balance	329,956.41

11:49 AM

12/06/23

**LAKE LEMON CONSERVANCY**  
**Reconciliation Detail**  
1080 - Construction Account, Period Ending 11/30/2023

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						428,682.03
Cleared Transactions						
Checks and Payments - 1 item						
Check	11/06/2023	1011	HEARTLAND DRED...	X	-98,725.62	-98,725.62
Total Checks and Payments					-98,725.62	-98,725.62
Total Cleared Transactions					-98,725.62	329,956.41
Cleared Balance					-98,725.62	329,956.41
Register Balance as of 11/30/2023					-98,725.62	329,956.41
Ending Balance					<b>-98,725.62</b>	<b>329,956.41</b>

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

<b>Presenter</b>	<b>Debbie Ladyman - Treasurer</b>
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	<b>October Report of Claims: Approval of Vouchers</b>
<b>Dollar Amount</b>	<b>\$27,852.14</b>
<b>Meeting Date</b>	<b>December 14th, 2023</b>
<b>Summary</b>	<b>Report showing check detail and payroll expenditures for October 2023</b>
<b>Staff Recommendation</b>	<b>Approval of October 2023 Report of Claims</b>

Date: December 14, 2023

ALLOWANCE OF VOUCHERS

Debra Ladyman  
Treasurer

(Report of Claims - October 2023)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 5 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$27,852.17

Dated this 14th Day of December, 2023

	<u>Signature of Governing Board</u>		
	Aye	Neigh	Abstain
MICHAEL KLITZING, CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LES WADZINSKI, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEBRA LADYMAN, TREASURER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRET HUBER, Sub-Area III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVEN PRIDDY, Sub-Area IV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MALCOLM MCCLURE, Sub-Area VI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE BLACKWELL, Sub-Area VII	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

I certify under the penalties of perjury that the foregoing members of the Lake Lemon Conservancy Board of Directors voted as indicated above at a public meeting on December 14th, 2023.



Michael W. Klitzing (Dec 18, 2023 15:36 EST)

Michael Klitzing, Chairman



Debra Ladyman (Jan 5, 2024 22:08 EST)

Debra Ladyman, Treasurer



# LAKE LEMON CONSERVANCY

## Check Detail

October 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	10/31/2023	VISA		1000 · Peoples State ...		-1,409.89
				Dental 6040 · Health Insurance		-40.22	40.22
				Stamps 6180 · Postage		-66.00	66.00
				Comcast 6370 · Phone, LDT, P...		-355.93	355.93
				msft, adobe, zoom 6410 · Subscriptions		-39.18	39.18
				Election Postcards 6440 · Other		-38.10	38.10
				SCI REMC 6460 · Electric		-767.00	767.00
				Oil Change and Filters 6530 · Truck		-103.46	103.46
TOTAL						-1,409.89	1,409.89
Check	5872	10/03/2023	LOWE'S COMPANIE...		1000 · Peoples State ...		-232.02
				Materials for Park Signs 6240 · Building & Gro...		-232.02	232.02
TOTAL						-232.02	232.02
Check	5873	10/03/2023	B & B WATER CORP		1000 · Peoples State ...		-139.76
				6470 · Water		-139.76	139.76
TOTAL						-139.76	139.76
Check	5874	10/03/2023	CURRY AUTO CENT...		1000 · Peoples State ...		-331.33
				Truck AC work 6250 · Boat/Weed Har...		-331.33	331.33
TOTAL						-331.33	331.33
Check	5875	10/03/2023	KLEINDORFER HAR...		1000 · Peoples State ...		-11.65
				Gator Throttle Springs 6240 · Building & Gro...		-11.65	11.65
TOTAL						-11.65	11.65
Check	5876	10/03/2023	SPC, INC.		1000 · Peoples State ...		-245.00
				Fall Office Pest Control 6240 · Building & Gro...		-245.00	245.00
TOTAL						-245.00	245.00
Check	5877	10/13/2023	RUMPKE OF INDIAN...		1000 · Peoples State ...		-284.92
				6480 · Trash		-284.92	284.92
TOTAL						-284.92	284.92
Check	5878	10/13/2023	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	5879	10/13/2023	PINE GROVE MARIN...		1000 · Peoples State ...		-270.78
				Small Barge Motor Winterization Supplies 6251 · Dredging Suppl...		-270.78	270.78
TOTAL						-270.78	270.78
Check	5880	10/24/2023	FIRST INSURANCE ...		1000 · Peoples State ...		-8,479.00
				6450 · Insurance		-8,479.00	8,479.00
TOTAL						-8,479.00	8,479.00
Check	5881	10/24/2023	IZZY'S RENTAL		1000 · Peoples State ...		-190.50
				6490 · Port-O-Lets		-190.50	190.50

LAKE LEMON CONSERVANCY

Check Detail

October 2023

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-190.50	190.50
Check	5882	10/24/2023	CHRISTOPHER B B...		1000 · Peoples State ...		-6,227.50
			Bid and Oversight Work		6330 · Consulting Eng...	-6,227.50	6,227.50
TOTAL						-6,227.50	6,227.50

Total: \$19,632.35

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

<b>Presenter</b>	<b>Debbie Ladyman - Treasurer</b>
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	<b>November Report of Claims: Approval of Vouchers</b>
<b>Dollar Amount</b>	<b>\$151,223.96</b>
<b>Meeting Date</b>	<b>December 14th, 2023</b>
<b>Summary</b>	<b>Report showing check detail and payroll expenditures for November 2023</b>
<b>Staff Recommendation</b>	<b>Approval of November 2023 Report of Claims</b>

Date: December 14, 2023

ALLOWANCE OF VOUCHERS

Debra Ladyman  
Treasurer

(Report of Claims - November 2023)

(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 3 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$151,223.96

Dated this 14th Day of December, 2023

Signature of Governing Board

	Aye	Neigh	Abstain
MICHAEL KLITZING, CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LES WADZINSKI, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEBRA LADYMAN, TREASURER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRET HUBER, Sub-Area III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVEN PRIDDY, Sub-Area IV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MALCOLM MCCLURE, Sub-Area VI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MIKE BLACKWELL, Sub-Area VII	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

I certify under the penalties of perjury that the foregoing members of the Lake Lemon Conservancy Board of Directors voted as indicated above at a public meeting on December 14th, 2023.



Michael W. Klitzing (Dec 18, 2023 15:36 EST)

Michael Klitzing, Chairman



Debra Ladyman (Jan 5, 2024 22:08 EST)

Debra Ladyman, Treasurer

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	11/14/2023	VISA		1000 · Peoples Stat...	-1,145.78	-1,145.78
				Dental	6040 · Health Insura...	40.22	40.22
				Office Supplies	6190 · General Busi...	-35.97	35.97
				Hydraulic Oil	6251 · Dredging Sup...	-74.96	74.96
				Comcast	6370 · Phone, LDT, ...	-356.45	356.45
				msft, zoom, adobe	6410 · Subscriptions	-39.18	39.18
				SCI REMC	6460 · Electric	-599.00	599.00
TOTAL						-1,145.78	1,145.78
Check	1011	11/06/2023	HEARTLAND DRED...		1080 · Constructio...	-98,725.62	-98,725.62
TOTAL				Dredging Invoice	6750 · Sediment Miti...	-98,725.62	98,725.62
						-98,725.62	98,725.62
Check	5883	11/03/2023	B & B WATER CORP		1000 · Peoples Stat...	-137.93	-137.93
TOTAL					6470 · Water	-137.93	137.93
						-137.93	137.93
Check	5884	11/03/2023	WATKINS ACCOUN...		1000 · Peoples Stat...	-456.00	-456.00
TOTAL					6300 · Accounting S...	-450.00	450.00
					6180 · Postage	-6.00	6.00
						-456.00	456.00
Check	5885	11/06/2023	AIM MEDIA INDIANA		1000 · Peoples Stat...	-105.35	-105.35
TOTAL				Election and Dredging Bid Legal Notice	6430 · Ads	-105.35	105.35
						-105.35	105.35
Check	5886	11/06/2023	INDUSTRIAL SERV...		1000 · Peoples Stat...	-51.30	-51.30
TOTAL				Small Barge Hydraulic Hose Motor Lift Plates	6541 · Dredging Equ...	-51.30	51.30
						-51.30	51.30
Check	5887	11/13/2023	RUMPKE OF INDIA...		1000 · Peoples Stat...	-284.92	-284.92

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-34.09 -250.83 -284.92	34.09 250.83 284.92
Check	5888	11/13/2023	LAKE LEMON MAR...		1000 - Peoples Stat...		<b>-300.00</b>
TOTAL				Jet ski Winterization	6520 - Boat	-300.00 -300.00	300.00 300.00
Check	5889	11/14/2023	PHYCOTECH, INC.		1000 - Peoples Stat...		<b>-400.00</b>
TOTAL				Blue Green Algae Testing	6560 - Water Testing	-400.00 -400.00	400.00 400.00
Check	5890	11/20/2023	CHRISTOPHER B ...		1000 - Peoples Stat...		<b>-4,548.75</b>
TOTAL				Oversight and Bid Work	6330 - Consulting E... 6330 - Consulting E...	-387.50 -4,161.25 -4,548.75	387.50 4,161.25 4,548.75
Check	5891	11/20/2023	GATEHOUSE MEDI...		1000 - Peoples Stat...		<b>-122.01</b>
TOTAL				Election and Dredging Bid Legal Notice	6430 - Ads	-122.01 -122.01	122.01 122.01
Check	5892	11/30/2023	Old National Wealt...		1000 - Peoples Stat...		<b>-41,450.00</b>
TOTAL					6790 - Bond Repay...	-41,450.00 -41,450.00	41,450.00 41,450.00

**Total: \$147,727.66**

## LAKE LEMON CONSERVANCY DISTRICT Payroll Summary November 2023

	Carlson, Ross		Casey, Adam W		Healey, Jessica S		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
Employee Wages, Taxes and Adjustme...								
Gross Pay								
Salary-6000		0.00		6,307.70		0.00		6,307.70
Salary-6001		4,791.66		0.00		0.00		4,791.66
Reg. Pay-6080		0.00		0.00	20.5	16.50	20.50	338.25
Total Gross Pay		4,791.66		6,307.70	20.5	338.25	20.50	11,437.61
Deductions from Gross Pay								
Emp HSA		-300.00		-5,197.04		0.00		-5,497.04
Health Insurance		0.00		-696.68		0.00		-696.68
Insurance		0.00		0.00		0.00		0.00
Retirement		-479.16		-378.46		0.00		-857.62
Total Deductions from Gross Pay		-779.16		-6,272.18		0.00		-7,051.34
Adjusted Gross Pay		4,012.50		35.52	20.5	338.25	20.50	4,386.27
Taxes Withheld								
Federal Withholding		-268.00		-2.00		0.00		-270.00
Medicare Employee		-65.13		-6.01		-4.91		-76.05
Social Security Employee		-278.49		-25.67		-20.98		-325.14
IN - Withholding		-121.14		-1.12		-10.66		-132.92
Medicare Employee Addl Tax		0.00		0.00		0.00		0.00
Monroe Co.		-78.26		-0.72		-6.88		-85.86
Total Taxes Withheld		-811.02		-35.52		-43.43		-889.97
Net Pay		<b>3,201.48</b>		<b>0.00</b>	<b>20.5</b>	<b>294.82</b>	<b>20.50</b>	<b>3,496.30</b>
Employer Taxes and Contributions								
Federal Unemployment		0.00		0.00		0.00		0.00
Medicare Company		65.13		6.01		4.91		76.05
Social Security Company		278.49		25.67		20.98		325.14
IN - Unemployment Company		0.00		0.00		0.00		0.00
Total Employer Taxes and Contributions		<b>343.62</b>		<b>31.68</b>		<b>25.89</b>		<b>401.19</b>

## LAKE LEMON CONSERVANCY DISTRICT

## Payroll Summary

October 2023

	Carlson, Ross			Casey, Adam W			Healey, ...
	Hours	Rate	Oct 23	Hours	Rate	Oct 23	Hours
<b>Employee Wages, Taxes and Adjustments</b>							
<b>Gross Pay</b>							
Salary-6000			0.00			6,307.70	
Salary-6001			4,791.66			0.00	
Reg. Pay-6070			0.00			0.00	
Reg. Pay-6080			0.00			0.00	74.5
<b>Total Gross Pay</b>			<u>4,791.66</u>			<u>6,307.70</u>	<u>74.5</u>
<b>Deductions from Gross Pay</b>							
Emp HSA			-300.00			-300.00	
Health Insurance			0.00			-696.68	
Insurance			0.00			0.00	
Retirement			-479.16			-378.46	
<b>Total Deductions from Gross Pay</b>			<u>-779.16</u>			<u>-1,375.14</u>	
<b>Adjusted Gross Pay</b>			<u>4,012.50</u>			<u>4,932.56</u>	<u>74.5</u>
<b>Taxes Withheld</b>							
Federal Withholding			-268.00			-718.00	
Medicare Employee			-65.13			-77.01	
Social Security Employee			-278.48			-329.28	
IN - Withholding			-121.14			-155.38	
Medicare Employee Addl Tax			0.00			0.00	
Monroe Co.			-78.26			-100.38	
<b>Total Taxes Withheld</b>			<u>-811.01</u>			<u>-1,380.05</u>	
<b>Net Pay</b>			<u><u>3,201.49</u></u>			<u><u>3,552.51</u></u>	<u><u>74.5</u></u>
<b>Employer Taxes and Contributions</b>							
Federal Unemployment			0.00			0.00	
Medicare Company			65.13			77.01	
Social Security Company			278.48			329.28	
IN - Unemployment Company			0.00			0.00	
<b>Total Employer Taxes and Contributions</b>			<u><u>343.61</u></u>			<u><u>406.29</u></u>	



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

<b>Presenter</b>	Lance Eberle
<b>Action Requested</b>	<b>Approval of 2024 Insurance Agreement</b>
<b>Item/Subject</b>	Lance will discuss the 2024 insurance agreement and coverages
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 14th, 2023
<b>Summary</b>	<b>Annual Agreements updated for 2024</b>
<b>Staff Recommendation</b>	<b>Approval of 2024 Insurance Agreements</b>

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14th day of December, 2023, 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, 2024 to December 31, 2024, 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 \$58,000.00 in 2024 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**  
**1/1/24 - 1/1/25**

<b>COMMERCIAL PREMIUMS</b>	<b>23/24 Expiring</b>	<b>24/25 Renewal</b>
Commercial Package	\$ 32,219	\$ 35,415
Commercial Auto	\$ 1,711	\$ 1,643
Workers Compensation	\$ 5,154	\$ 4,361
Umbrella	\$ 11,539	\$ 13,678
Crime	\$ 250	\$ 250
Directors & Officers	\$ 3,228	\$ 3,228
<b>Total</b>	<b>\$ 54,101</b>	<b>\$ 58,575</b>

**PROPERTY COVERAGES**

*provided through Bliss-McKnight*

Buildings	\$236,084	\$262,315
Business Personal Property	\$15,543	\$17,270
Deductible (self-insured retention - apply to all coverages)	\$500	\$500
Agreed Value	No	No
Coinsurance	80%	80%
Special Cause of Loss	Included	Included
Replacement Cost	Included	Included
Terrorism Risk	Included	Included
Earthquake/Deductible	Excluded	Excluded
Flood/Deductible	Excluded	Excluded
Footings & Foundations	Excluded	Excluded
<i>Business Income</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000	\$10,000
Building glass - insured as part of building	Included	Included
Change in temperature/humidity as a result of covered loss	Excluded	Excluded
Off premises utility services (water, communication, power supply)	Excluded	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000	\$1,000
Fine Arts	\$10,000	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000	\$5,000
Underground Property	Excluded	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>	<i>\$250,000</i>
Ordinance of Law		

Loss to undamaged portion of building	Excluded	Excluded
Demolition and increased cost construction	Excluded	Excluded
Outdoor property (trees, shrubs & plants)	\$10,000	\$10,000
Paved Surfaces	Excluded	Excluded
Personal Effects (\$1,000 theft limit)	\$25,000	\$25,000
Pollutant clean up and Removal	\$25,000	\$25,000
Property Off Premises	\$10,000	\$10,000
Property in Transit	\$25,000	\$25,000
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
Valuable Papers	\$25,000	\$25,000

#### 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>Mobile &amp; Contractors Equipment</b>	<b>\$303,310</b>	<b>\$32,700</b>
Watercraft Equipment	\$502,350	\$507,350
Floating Dock	\$18,000	\$18,000
Deductible on Equipment	\$1,000	\$1,000
Deductible on Floating Dock	\$500	\$500

#### GENERAL LIABILITY COVERAGE

*provided by Bliss-McKnight*

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



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

#### DIRECTORS & OFFICERS COVERAGE

*provided by Cincinnati Insurance - 3 yr. term expires 1/1/2026*

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>	 \$188,463	 \$159,775
<i>Mod Factor</i>	1.36	1.25

#### 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>Approval of 2024 Agreements</b>
<b>Item/Subject</b>	<b>Approval of 2024 Agreements</b>
<b>Dollar Amount</b>	N/A
<b>Meeting Date</b>	December 14th, 2023
<b>Summary</b>	<b>Annual Agreements updated for 2024</b>
<b>Staff Recommendation</b>	<b>Approval of Annual Agreements</b>

## 2024 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 \$270.00, discounted to \$230.00 if received at the LLCD Office no later than March 1, 2024. The final due date for sublease fee payment shall be May 31, 2024 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 14<sup>th</sup> day of December, 2023.

**SUBLESSEE**

**LAKE LEMON CONSERVANCY DISTRICT**

**By:**

**By:**

\* \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

Title: LLCD District Manager

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

**CITY OF BLOOMINGTON UTILITIES**

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

**By:**

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

\_\_\_\_\_  
(Signature)

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

Name Printed: Vic Kelson

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

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 **Lake Lemon Phi LLC**. (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 2024, the Port Hole shall pay a fee to LLCDC, as follows:
  - a. \$ 700.00 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, 2024.
  - d. All sums due under this paragraph shall be paid to LLCDC 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 LLCDC 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 LLCDC 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 LLCDC and/or CBU through its permit process.
5. The Port Hole shall provide LLCDC 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 LLCDC 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 LLCDC, and upon giving Ten (10) days written notice from LLCDC, 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, LLCDC may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCDC for the cost of such removal.
7. If CBU or LLCDC 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 LLCDC 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 LLCDC 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 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 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 14<sup>th</sup> day of December, 2023.

**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

\*\*\*\*\*

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 2024, the Marina/Club shall pay fees to LLCD, as follows:
  - a. One Thousand Three Hundred Dollars (\$1,400.00) Commercial Marina Fee; and
  - b. One Hundred Dollars (\$110.00) per slip for occupied wet boat slips rented to the general public; and

- c. Fifty Dollars (\$55.00) 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 LLCDC, in full, by the 15<sup>th</sup> day of March, 2024.
    - 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 LLCDC 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 LLCDC 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 LLCDC 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 LLCDC, 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 LLCDC 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 LLCDC, and upon giving sixty (60) days written notice from LLCDC, 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 LLCDC 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 LLCDC 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 14<sup>th</sup> day of December, 2023.

**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 14th day of December, 2023, 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>, 2024 to December 31, 2024.

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 14th, 2023 (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>, 2024, 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 2024 shall be made prior to January 31<sup>st</sup>, 2024. Thereafter, payment for calendar year 2025 shall be made on or before January 31, 2025; payment for calendar year 2026 shall be made on or before January 31, 2026. In the event that the Term of this agreement is extended beyond calendar year 2026 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, 2024 to December 31, 2024.
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 14<sup>th</sup> day of December, 2023.

**LAKE LEMON  
CONSERVANCY DISTRICT**

By its Board of Directors

\_\_\_\_\_  
Michael Klitzing, Chairman

\_\_\_\_\_  
Date

**BOYS AND GIRLS CLUB OF  
BLOOMINGTON**

By its Board of Directors

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**Exhibit 1**

**PARENTAL PERMISSION SLIP AND RELEASE FORM**

I, \_\_\_\_\_ (parent/guardian name) do hereby give permission for my child, \_\_\_\_\_ to participate in the Boys and Girls Club of Bloomington day camp program which includes swimming activities at Riddle Point Beach on Lake Lemon.

I hereby release the Lake Lemon Conservancy District and the City of Bloomington Utilities Department, their officers, agents, employees and insurers for any present or future personal injury or damage to property caused by or having any relation to this activity. I understand that this release binds my heirs, executors and administrators. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

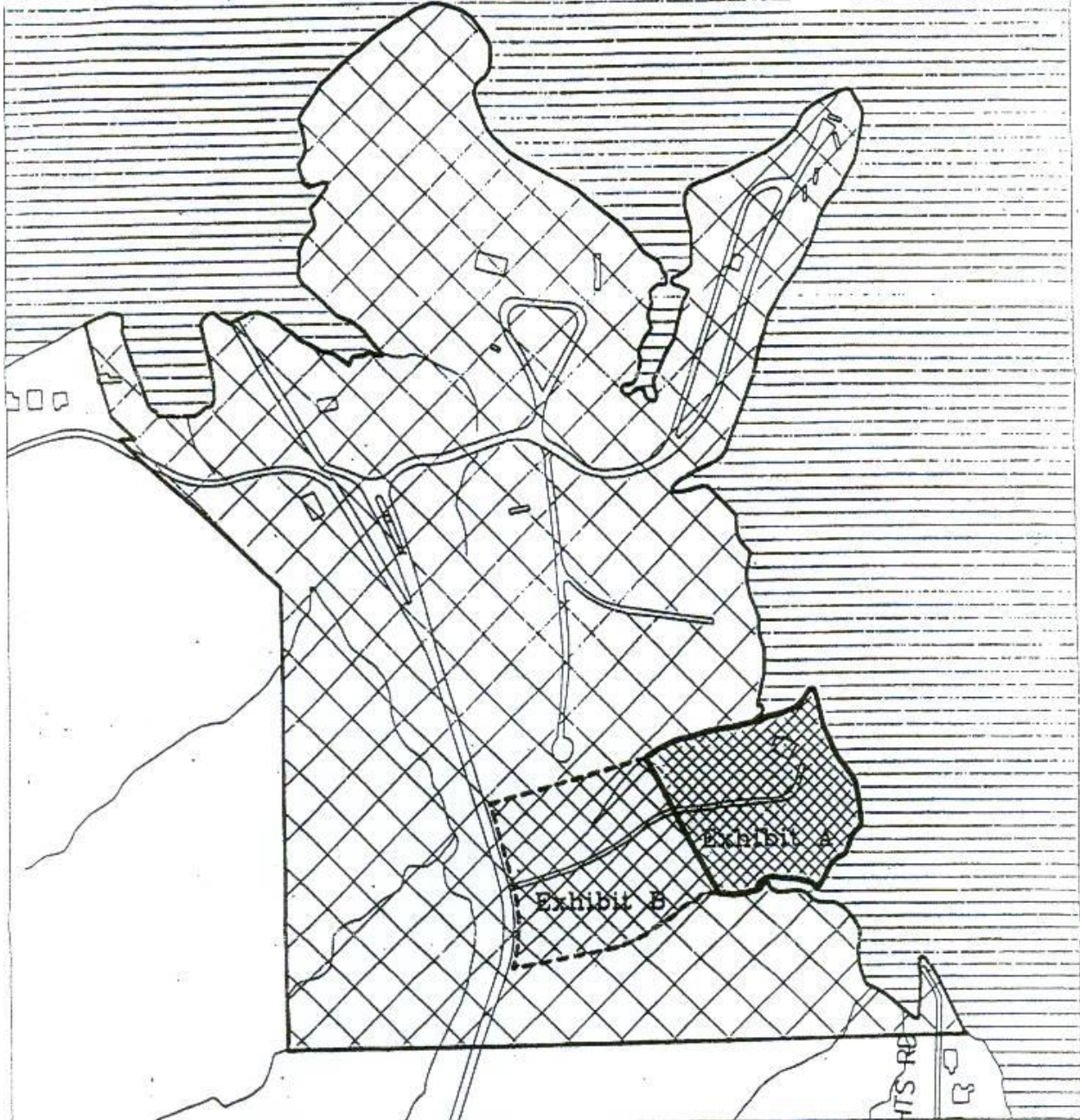
\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

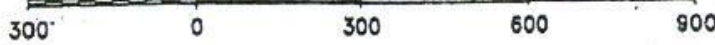
\_\_\_\_\_  
Phone number in case of emergency

# Exhibit 2



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

By: grayd  
30 Oct 01  
File: LRiddleBGC



For reference only; map information NOT warranted.

City of Bloomington  
Utilities Engineering



Scale: 1" = 300'

## **MARINA/CLUB AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Not for Profit Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For the calendar year 2024, the Marina/Club shall pay fees to LLCD, as follows:
  - a. Seven Hundred Dollars (\$700.00) Not for Profit Marina Fee; and
  - b. Fifty Five Dollars (\$55.00) 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, 2024.



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 14<sup>th</sup> day of December, 2023.

**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, 2024 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 LLCDC and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCDC 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 LLCDC 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 LLCDC and CBU.
5. IU shall pay to LLCDC a special permit fee of One Thousand Six Hundred Twenty Dollars (\$1620.00) for the Annual Dale England Cup Regatta on April 27<sup>th</sup> 2024. 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 LLCDC 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 LLCDC, which approval shall include written notification by LLCDC in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCDC, 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 LLCDC 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 LLCDC 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) LLCDC 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 14<sup>th</sup> day of December 2023.

**INDIANA UNIVERSITY:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

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

Adam Casey  
Manager

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

\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

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

Vic Kelson  
CBU Director

## **RIDDLE POINT PARK USE AGREEMENT**

This Riddle Point Park Use Agreement is made by and between **The Lake Lemon Conservancy District** (hereinafter “LLCD”) and **The Riddle Point Rowing Association, Inc.** (hereinafter “RPRA”).

### **WITNESSETH:**

WHEREAS, the City of Bloomington Utilities (hereinafter “CBU”) owns certain real estate located in Monroe and Brown Counties, Indiana, which real estate includes Lake Lemon and land known as Riddle Point Park, a portion of which real estate is leased to and managed by the LLCD; and,

WHEREAS, by written Lease Agreement dated May 28, 1996, as the same has been amended from time-to-time, the CBU leases a certain portion of the real estate known as Riddle Point Park, located in Monroe County, Indiana, to the Boys and Girls Club of Bloomington; and,

WHEREAS, the LLCD has an Agreement for the Use of Riddle Point Park Property with Boys and Girls Club of Bloomington with regard to access and use of portions of Lake Lemon and Riddle Point Park leased to and managed by LLCD; and

WHEREAS, the RPRA has entered into a Memorandum of Understanding, dated April 16, 2007, with Boys and Girls Club of Bloomington, which Memorandum has been authorized and approved by the CBU as a Second Addendum to the Lease Agreement, dated April 16, 2007; and

WHEREAS, the RPRA desires to have access and permission to use the Lake, facilities, and portions of Riddle Point Park leased to and managed by LLCD in conjunction with its Memorandum of Understanding with the Boys and Girls Club of Bloomington;

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

1. Lake Lemon Conservancy District (LLCD) hereby grants RPRA permission and authorization to access and utilize Riddle Point Park and Lake Lemon in conjunction with and consistent with the terms of the Memorandum of Understanding with the Boys and Girls Club of Bloomington and as further provided by this Agreement. This Agreement commences on January 15<sup>th</sup>, 2024 and shall be for a one year term. It may be renewed on an annual basis by written agreement of the parties.
2. All operation and maintenance costs associated with RPRA's use of Lake Lemon or Riddle Point Park under this Agreement shall be the sole responsibility of RPRA.
3. RPRA will be permitted to utilize a boat dock jointly with Boys and Girls Club of Bloomington on Lake Lemon for use by RPRA in accordance with this Agreement and the rules and regulations of the LLCD, as the same may be amended from time to time.
4. At all times during the term of this Agreement, RPRA shall maintain and include the LLCD and CBU as "additional insureds" on a liability insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting arising under or from this Agreement which shall include damages, expenses and attorney fees. The minimum coverage amounts for the commercial general liability insurance maintained by RPRA shall be One Million Dollars (\$1,000,000.00) for each occurrence, \$300,000 for property damage and \$5,000,000 general aggregate coverage. RPRA shall provide a Certificate of Liability Insurance to LLCD.
5. RPRA shall be required to purchase annual boat passes in accordance with the regulations of LLCD and may do so at the resident rate so long as this Agreement is in full force and effect and there is no event of default.
6. RPRA shall comply with all rules and regulations of the LLCD and Riddle Point Park. It shall further comply with all federal, state, county and local ordinances, laws, rules and regulations pertaining to activities contemplated by the Memorandum of Understanding and this Agreement.
7. RPRA acknowledges that use of Lake Lemon and Riddle Point Park will not be exclusive to RPRA. Any dispute or disagreement of any kind regarding use or access to Lake Lemon or Riddle Point Park shall be resolved by LLCD and RPRA shall be bound to the decision of LLCD with respect thereto.
8. RPRA shall be responsible for all damages of any kind arising from RPRA's use of Lake Lemon and Riddle Point Park or other facilities arising from this Agreement, including but not limited to property damage, clean up costs, and expenses incurred in enforcement of this provision, including LLCD's reasonable attorney fees and other costs incurred by LLCD.
9. In the event that RPRA fails, at any time, to comply with any provision of this Agreement, LLCD may terminate this Agreement upon the giving of notice to RPRA or set forth additional restrictions, as it deems proper in its sole discretion.

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

THE PARTIES, intending to be bound, have executed this RIDDLE POINT PARK USE AGREEMENT this 14<sup>th</sup> day of December, 2023.

**RIDDLE POINT  
ROWING ASSOCIATION:**

**LAKE LEMON CONSERVANCY DISTRICT**

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

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

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

Michael Klitzing, Chairman, Board of Directors  
Lake Lemon Conservancy District

Address: PO BOX 1161

Nashville, IN 47448

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14<sup>th</sup> day of December, 2023, 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, 2024 to December 31, 2024, 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 \$500.00 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 LLCDC.

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCDC 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 LLCDC.

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 LLCDC 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

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## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14th day of December, 2023, 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, 2024 to December 31, 2024, 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

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

<b>Presenter</b>	Adam Casey- Manager
<b>Action Requested</b>	<b>Approval</b>
<b>Item/Subject</b>	<b>2024</b> Hydraulic dredging project Bid Recommendation
<b>Dollar Amount</b>	\$995,000.00
<b>Meeting Date</b>	December 14th, <b>2023</b>
<b>Summary</b>	Letter of recommendation from Christopher Burke and Associates on 2024 hydraulic dredging bids.
<b>Staff Recommendation</b>	<b>Approval of Dredge America bid as presented and move forward with contract finalization.</b>



November 22, 2023

Mr. Adam Casey  
Lake Lemon Conservancy District  
7599 N. Tunnel Road  
Unionville, IN 47468

Subject: **Lake Lemon Cove Dredge Disposal Basin  
Bid Evaluation & Recommendation  
Burke Project No. 20-0029.00004**

Dear Mr. Casey:

As you are aware, the Lake Lemon Conservancy District (LLCD) received two (2) bids for the Lake Lemon Sediment Improvement Project on November 7<sup>th</sup>, 2023. The project is split into two parts: dredge operations (base bid) and excavation of the peninsula area (alternate bid). Burke has completed a review of the submitted bids and has attached the certified bid tabulation to this letter. A summary of the Contractors’ bids along with the Engineer’s Estimate is shown in **Tables 1** below.

**Table 1 – Summary of Bids**

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate Bid</b>	<b>Total Bid</b>
Engineer’s Estimate	\$999,000.00	\$150,000.00	\$1,149,000.00
Dredge America	\$935,000.00	\$60,000.00	\$995,000.00
Southwind Construction	\$861,166.06	\$157,600.00	\$1,018,766.06

The base bids range from 86% to 94% of the engineer’s estimate, while the alternate bids range from 40% to 105% of the engineer’s estimate.

As shown in the table above and in the attached bid tabulation, the apparent low bids for the total project (base bid plus alternate bid) was submitted by Dredge America, with a total quote of \$995,000.00. A review of the submitted quotes revealed no mathematical errors by the contractors.

Based on an evaluation of all bids, the following observations were made:

- Although the total project lowest bidder was Dredge America, the apparent low bid for dredge operations (base bid) was submitted by Southwind. The low base bid is \$137,833.94 below the engineer’s estimate of \$999,000.00.
- The dredging unit cost for Dredge America was \$6 compared to \$4.86 for Southwind Construction.
- Dredge America’s unit cost of \$6 per cubic yard for Peninsula Dredging (Alternate Bid) was significantly lower than the Engineer’s Estimate and Southwind Construction’s unit cost which was around \$15 per cubic yard.
- Southwind Construction’s bid item cost of \$272,514 for Mobilization/Demobilization was

slightly higher than Dredge America at \$225,000.

- It should be noted that the bid request documents specified to the construction contractors that they should include an adequate work plan specifying details of their mobilization, equipment, proposed means, methods and estimation of substantial completion. Both contractors provided sufficient explanations of their work plan however, Dredge America has a more detailed work plan. For example, they specify a contingency plan for malfunctioning equipment to keep operations moving.
- Both Dredge America and Southwind Construction are proposing to bring in their own 3<sup>rd</sup> party surveying firms to conduct all bathymetric surveys and appear to be rejecting the offer of Lake Lemon to perform initial bathymetric survey. Dredge America specified that they will perform 1 pre-project survey, 3 intermittent surveys, and 1 post-project survey. Southwind Construction proposes just a pre- and post-project survey.
- Southwinds Construction shorter schedule seems to be based on the assumption of a 24-hour continuous workday. By contrast, Dredge America has proposed 12-hour shifts 7 days a week.
- The work plan for Southwinds Construction indicates that they will use a 10” Hydraulic Cutter Suction Dredge and will pump their dredge through a 14” HDPE pipeline at a rate of approximately 4,500 GPM. By comparison, Dredge America proposes to use a 12” Hydraulic Cutter Suction Dredge and will pump their dredge through a 14” HDPE pipeline at a rate of between 3,500 and 4,500 GPM.
- The proposed completion timelines for each of the prospective bidders work plans are ranked from shortest to longest time of substantial completion in **Table 2** below.


**Table 2 – Bidder Proposed Completion Timelines**

<b>Company</b>	<b>Mob Date</b>	<b>Demob Date</b>	<b>Est. Time to Complete Dredging Work</b>
Southwind Construction	March 2024	May 2024	~6 weeks
Dredge America	April 2024	September 2024	165 days (5.5 mo.)

The total project bid of the apparent low bidder of Dredge America would result in a total project cost of **\$995,000.00**, which is \$154,000.00 less than the engineer’s estimate. If LLCD determines that Dredge America has a complete bid and there are no other questions regarding the bid package, Burke recommends that contract be awarded to Dredge America.

Please contact me with any questions.

Sincerely,

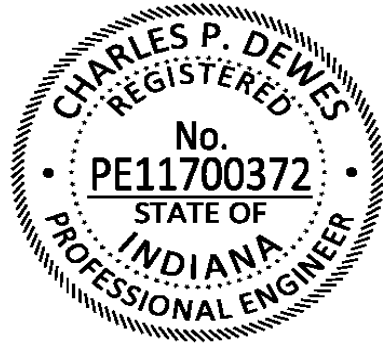


Charles Dewes, PE, CFM, CESSWI  
Water Resources Engineer

Enclosures: Certified Bid Tabulation

Project: Lake Lemon Cove Disposal Basin  
 Owner: Lake Lemon Conservancy District  
 Bid Date: November 8, 2023

Item	Description of Work	Quantity	Units	Engineer Unit Price	Engineer's Estimate	Dredge America Unit Price	Dredge America Amount	Southwind Construction Unit Price	Southwind Construction Amount
<b>BASE BID</b>									
1	Mobilization/Demobilization and Project Administration	1	LS	\$ 46,000.00	\$ 46,000.00	\$ 225,000.00	\$ 225,000.00	\$ 272,514.11	\$ 272,514.11
2	Dredging Operations to Remove Lake Bottom Sediment	115,000	CY	\$ 8.00	\$ 920,000.00	\$ 6.00	\$ 690,000.00	\$ 4.86	\$ 558,900.00
2	Erosion and Sediment Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,495.06	\$ 8,495.06
3	Construction Surveying (Bathymetry of Removed Dredge Material)	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 15,000.00	\$ 15,000.00	\$ 21,256.89	\$ 21,256.89
					<b>SUBTOTAL BASE BID:</b>	<b>\$ 999,000.00</b>		<b>\$ 935,000.00</b>	<b>\$ 861,166.06</b>
<b>ALTERNATE BID</b>									
1	Peninsula Dredging	10,000	CY	\$ 15.00	\$ 150,000.00		\$ 60,000.00		\$ 157,600.00
					<b>SUBTOTAL ALTERNATE BID:</b>	<b>\$ 150,000.00</b>		<b>\$ 60,000.00</b>	<b>\$ 157,600.00</b>
					<b>TOTAL CONSTRUCTION:</b>	<b>\$ 1,149,000.00</b>		<b>\$ 995,000.00</b>	<b>\$ 1,018,766.06</b>



Certified this 22nd day of November 2023

*Charles Dewes*

Charles Dewes, PE, CFM, CESSWI