

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
City of Bloomington Utilities Building
600 E. Miller Dr., Bloomington, IN 47401
December 11, 2025
6:00 P.M.

BOARD MEMBERS PRESENT: Chairman – Les Wadzinski, Vice Chairman – Bret Huber, David Carrico, Stephen Werner, Malcolm McClure, Michael Blackwell*.

ALSO PRESENT: District Manager – Adam Casey; Office Administrator – Lily Schunn; Office Administrator – Natasha Komoda; Bryan Blake – CBU Ex-Officio

ABSENT: Treasurer – Debra Ladyman

**Denotes virtual attendance via Zoom*

- I. Call Meeting to Order / Chairman’s Remarks (LW)
 - a. Meeting called to order at 6:00 P.M.

- II. Public Comment (LW)
 - a. None

- III. Administrative (LW)
 - a. Approval of October 23rd, 2025 Board Meeting Minutes

WERENER MOTIONED TO APPROVE OCTOBER 23rd, 2025 MEETING MINUTES. CARRICO SECONDED THE MOTION. BLACKWELL, MCCLURE, HUBER ABSTAIN, ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- IV. Treasurer’s Report (DL)
 - a. October Financial Highlights
 - i. Total Income: \$10,513.63
 - ii. Expense: \$39,785.13
 - iii. Total Checking & Savings: \$1,578,969.25
 - iv. Total Fixed Assets: \$503,157.00
 - v. Total Liabilities: \$949,140.66
 - vi. Total Liabilities & Equity: \$2,082,126.25
 - b. Report of Claims for October 2025

MCCLURE MOTIONED TO APPROVE OCTOBER 2025 ALLOWANCE OF VOUCHERS. CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- V. 2026 Insurance Update & Review (LE)
 - a. 2026 First Insurance Group – Insurance Agreement
 - i. Lance Eberly from First Insurance Group presented an update on insurance coverage, which was a successful in such a volatile industry. He explained that the overall premium increased by \$557 due to higher

umbrella coverage, property valuation increases, and higher payroll-driven workers' compensation costs, making the total approximately \$59,501.00 for 2026.

CARRICO MOTIONED TO APPROVE 2026 FIRST INSURANCE GROUP – INSURANCE AGREEMENT, MCCLURE SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- VI. Approval of 2026 Agreements (AC)
- a. 2026 Lake Lemon Marina/Club Agreement
 - b. 2026 Lake Lemon Marina: Pass Sales Service Agreement

BLACKWELL MOTIONED TO APPROVE 2026 AGREEMENTS A-B, HUBER SECONDED THE MOTION. WERNER ABSTAINS, ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- c. 2026 Sublease Agreement
- d. 2026 Commercial Surplus Parcel Agreement : Port Hole Dock
- e. 2026 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
- f. 2026 Marina/Club Agreement: BYC
- g. 2026 IU Rowing Special Use Agreement
- h. 2026 Riddle Point Park Use Agreement: Riddle Point Rowing Association
- i. 2026 Watkins Accounting – Accounting Services Agreement
- j. 2026 Paganelli – Legal Services Agreement

WERNER MOTIONED TO APPROVE 2026 AGREEMENTS C-J, HUBER SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- VII. Managers' Report (AC)
- a. Drawdown update
 - i. The gate is fully open, and the lake level is expected to reach the target level of 3 feet below normal pool around Monday December 16th, with gates closing upon achieving target level.
 - b. Polar Plunge Event Details
 - i. The 4th Annual Polar Plunge is scheduled for Saturday January 10th, 2026. Registration begins at 10:00am, with the plunge commencing at 11am sharp.
 - c. Brown County Community Foundation; withdrawal of funds
 - i. To prevent the donated funds that are in the Brown County Community Foundation from going dormant, the board approved a motion to request a grant from Brown County Community Foundation for the full balance of the account. The funds are to be placed in the Construction account for holding, with decisions about their use to be made at a later date.
 - ii. After the monies are withdrawn from the Brown County account, the fund will be closed. The Lake Lemon Enhancement Fund held at the Monroe County Community Foundation will remain active.

BLACKWELL MOTIONED TO APPROVE REQUESTING A GRANT FOR THE BALANCE OF THE BROWN COUNTY COMMUNITY FOUNDATION’S LAKE LEMON ENHANCEMENT FUND, HUBER SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- d. General Update
 - i. Staff recruitment
 - 1. Office Administrator – Natasha Komoda
 - 2. Operations Supervisor – An offer has been sent to the primary candidate
 - ii. Bathhouse Renovation Project
 - 1. Renovation work has begun, with demolition and internal removal started in the first week of December.
- e. Sublease Usage Discussion- Non-Freeholder & Renter
 - i. The board discussed issues with unauthorized boat docking at private subleased docks. They clarified that while Lake Lemon resident boat stickers can be obtained by non-freeholders who pay City of Bloomington utilities, subleased docks must be associated with developed parcels and require proper documentation, including verification of renters and executed sublease agreements. If there is a renter of a freeholder parcel that has an associated sublease dock, then the temporary renter must sign their own copy of the sublease dock paperwork.

- VIII. New Business / Correspondence for Future Agenda (LW)
- a. Next Board Meeting: Thursday, February 26th, 2026, 6:00 P.M. at the City of Bloomington Utilities Building at 600 E. Miller Dr., Bloomington, IN 47401

IX. Adjournment

MCCLURE MOTIONED TO ADJOURN THE MEETING AT 6:50 P.M. CARRICO SECONDS THE MOTION. THE MOTION CARRIED.

LAKE LEMON CONSERVANCY DISTRICT
Board of Directors Meeting & 2025 Budget Adoption
City of Bloomington Utilities Building
600 E. Miller. Bloomington, IN 47401
December 11, 2025
6:00 p.m.

- I. Call Meeting to Order / Chairman’s Remarks (LW)
- II. Public Comment (LW)
- III. Approval of Board Meeting Minutes (LW)
 - a. Approval of October 23rd, 2025 Board Meeting Minutes
- IV. Treasurer’s Report (DL)
 - a. October Financial Highlights
 - b. October Report of Claims Approval
- V. 2026 Insurance Update & Review – Lance Eberly (LE)
 - a. 2026 First Insurance Group – Insurance Agreement
- VI. Approval of 2026 Agreements (AC)
 - a. 2026 Lake Lemon Marina/Club Agreement
 - b. 2026 Lake Lemon Marina: Pass Sales Service Agreement
 - c. 2026 Sublease Agreement
 - d. 2026 Commercial Surplus Parcel Agreement : Port Hole Dock
 - e. 2026 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - f. 2026 Marina/Club Agreement: BYC
 - g. 2026 IU Rowing Special Use Agreement
 - h. 2026 Riddle Point Park Use Agreement: Riddle Point Rowing Association
 - i. 2026 Watkins Accounting – Accounting Services Agreement
 - j. 2026 Paganelli– Legal Services Agreement
- VII. Manager’s Report (AC)
 - a. 2026 Board Election Update
 - b. Drawdown update
 - c. Polar Plunge Event Details
 - d. Brown County Community Foundation; withdrawal of funds
 - e. Sublease Usage Discussion- Non-Freeholder & Renter
- VIII. New Business/ Correspondence for Future Agenda (LW)
 - a. Next Board Meeting
 - i. Thursday, February 26th, 2026, 6:00 PM
 - ii. 600 E. Miller. Bloomington, IN 47401, City of Bloomington Utilities Building
- IX. Adjournment (LW)

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Les Wadzinski, Chairman
Action Requested	Approval
Item/Subject	October 23 rd , 2025 Board Meeting Minutes
Dollar Amount	N/A
Meeting Date	December 11 th , 2025
Summary	Minutes from the Board Meeting on October 23 rd , 2025.
Staff Recommendation	Approve

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
City of Bloomington Utilities Building
600 E. Miller Dr., Bloomington, IN 47401
October 23, 2025
6:00 P.M.

BOARD MEMBERS PRESENT: Chairman – Les Wadzinski, Treasurer – Debra Ladyman, David Carrico, Stephen Werner.

ALSO PRESENT: District Manager – Adam Casey; Office Administrator – Lily Schunn; Bryan Blake – CBU Ex-Officio

ABSENT: Vice Chair – Bret Huber, Malcolm McClure, Michael Blackwell.

- I. Call Meeting to Order / Chairman’s Remarks (LW)
 - a. Meeting called to order at 6:00 P.M.

- II. Public Comment (LW)
 - a. None

- III. Administrative (LW)
 - a. Approval of September 25th, 2025 Board Meeting Minutes

LADYMAN MOTIONED TO APPROVE SEPTEMBER 25th, 2025 MEETING MINUTES. WERNER SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- IV. Adoptions of 2026 Annual Budget: Resolution 10-25-05
 - a. Ladyman and Casey briefly recapped the 2026 Annual Budget, no changes had been made from the September Public Hearing.

WERNER MOTIONED TO APPROVE RESOLUTION 10-25-05; 2026 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES, CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- V. Treasurer’s Report (DL)
 - a. September Financial Highlights
 - i. Total Income: \$8,938.61
 - ii. Expense: \$32,791.18
 - iii. Total Checking & Savings: \$1,608,108.44
 - iv. Total Fixed Assets: \$503,157.00
 - v. Total Liabilities: \$949,043.37
 - vi. Total Liabilities & Equity: \$2,111,265.44

b. Report of Claims for September 2025

WERNER MOTIONED TO APPROVE SEPTEMBER 2025 ALLOWANCE OF VOUCHERS. CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

c. Resolution 10-25-06: 2026 Fees & Charges

CARRICO MOTIONED TO APPROVE RESOLUTION 10-25-06: 2026 FEES & CHARGES, WERNER SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

VI. Managers' Report

(AC)

a. Resolution 10-25-07 2026 Board Meeting Dates

- i. Sets board meeting dates for 2026The board discussed separating the freeholder picnic from June board meeting and brainstorming a standalone event.

LADYMAN MOTIONED TO APPROVE RESOLUTION 10-25-07 2026 BOARD MEETING DATES, CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

b. Bathhouse Bid Award

- i. The meeting discussed the bathhouse renovation project, which received four bids ranging from \$110,000 to \$130,400. The proposed work includes replacing partitions, flooring, and lighting, as well as updating the exterior concrete walkways and adding a foot wash station.
- ii. Pintail Properties' bid stood out for its comprehensive approach, including concealed plumbing and a drop ceiling with embedded LED lights. Their local presence, competitive pricing, and timeline of completion by early April. Casey will work with the LLC insurance agent and attorney to develop the contract.

WERNER MOTIONED TO APPROVE THE BATHHOUSE REMODEL PROPOSAL FROM PINTAIL PROPERTIES IN THE AMOUNT OF \$114,260.00. CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

c. Resolution 10-25-08 2025 Encumber Funds: Bathhouse Remodel

- i. Encumber \$143,500 from the 2025 budget for continuous improvement projects.

LADYMAN MOTIONED APPROVE RESOLUTION 10-25-08 2025 ENCUMBER FUNDS: CONTINUOUS IMPROVEMENT FUND IN THE AMOUNT OF \$143.500 FROM THE 2025 TO 2026 BUDGET, CARRICO SECONDED THE MOTION. ALL OTHER MEMBERS “AYES”, THE MOTION CARRIED.

- VII. New Business / Correspondence for Future Agenda (LW & AC)
- a. Next Board Meeting: Thursday, December 11th, 2025, 6:00 P.M. at the City of
Bloomington Utilities Building at 600 E. Miller Dr., Bloomington, IN 47401

VIII. Adjournment

**WERNER MOTIONED TO ADJOURN THE MEETING AT 6:54 P.M. CARRICO
SECONDS THE MOTION. THE MOTION CARRIED.**

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Debra Ladyman, Treasurer
Action Requested	Review
Item/Subject	October Financial Update
Dollar Amount	N/A
Meeting Date	December 11 th , 2025
Summary	Financial reports showing end of October 2025 Balance Sheet, Income, Expense, 2024 comparison, and reconciliation data.
Staff Recommendation	N/A

Lake Lemon Conservancy District

Financial Statement

For Period Ending

October 1, 2025 Through October 31, 2025

(Unaudited)

Watkins Accounting

113 E. 19th Street
Bloomington, IN 47408

LAKE LEMON CONSERVANCY

Balance Sheet

As of October 31, 2025

Cash Basis

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank - General	
1001 · Peoples St Bank - Cum. Conserv	210,256.20
1000 · Peoples State Bank - General - Other	-110,234.20
Total 1000 · Peoples State Bank - General	100,022.00
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	808,538.99
1040 · CD's Cumulative Maint Fund	10,765.10
1050 · Savings Account	629,149.41
1080 · Construction Account	30,193.75
Total Checking/Savings	1,578,969.25
Total Current Assets	1,578,969.25
Fixed Assets	
1500 · Land @ South Shore Dr	102,755.00
1510 · Trucks	114,010.00
1520 · Other Asset	8,100.00
1550 · Boats	157,500.00
1680 · Other Fixed Assets	120,792.00
Total Fixed Assets	503,157.00
TOTAL ASSETS	2,082,126.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	3,442.60
2020 · State & Co. Withholding Payable	698.06
Total Other Current Liabilities	4,140.66
Total Current Liabilities	4,140.66
Long Term Liabilities	
2810 · Bond Payable	945,000.00
Total Long Term Liabilities	945,000.00
Total Liabilities	949,140.66
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	289,807.69
3200 · Retained Earnings	300,567.48
Net Income	441,236.76
Total Equity	1,132,985.59
TOTAL LIABILITIES & EQUITY	2,082,126.25

LAKE LEMON CONSERVANCY

Profit & Loss

October 2025

Cash Basis

	<u>Oct 25</u>
Income	
4000 · Watercraft Permits	1,431.00
4010 · Launch Fees	679.00
4060 · Interest	8,188.63
4070 · Grants & Donations	15.00
4090 · Park Reservations	200.00
	<hr/>
Total Income	10,513.63
Expense	
6000 · Manager	9,600.00
6010 · FICA	1,111.30
6020 · State Unemployment Tax	68.49
6025 · Merchant Fees	98.79
6030 · Retirement	2,636.80
6040 · Health Insurance	919.28
6060 · Dental Insurance	35.62
6070 · Gate Attendant	762.75
6080 · Seasonal Labor	3,608.80
6170 · Miscellaneous-Other	5.00
6290 · Signs & Nautical Markers	598.66
6310 · Grass	1,810.00
6350 · Other Prof/Secretarial Service	2,000.00
6370 · Phone, LDT, Pager, E-Mail	332.92
6410 · Subscriptions	94.52
6430 · Ads	27.11
6450 · Insurance	9,138.00
6460 · Electric	525.00
6480 · Trash	276.89
6490 · Port-O-Lets	186.50
6510 · Building & Grounds Expense	245.00
6541 · Dredging Equipment Maintenance	135.00
6570 · Lake Weed Treatment	5,568.70
	<hr/>
Total Expense	39,785.13
Net Income	<hr/> -29,271.50 <hr/>

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison

October 2025

Cash Basis

	Oct 25	Jan - Oct 25
Income		
2393 · Brown Co - Cumulative Conserv	0.00	11,833.67
2394 · Monroe Co - Cumulative Conserv	0.00	31,035.51
4000 · Watercraft Permits	1,431.00	138,740.00
4010 · Launch Fees	679.00	24,581.00
4015 · Wakeboard Fee	0.00	8,200.00
4020 · Marina & Club Fees	0.00	16,619.00
4030 · Sublease & Access Fees	0.00	44,235.26
4040 · Property Tax - Brown Co.	0.00	68,363.48
4045 · SBT Hydraulic Assessment-BC	0.00	68,363.48
4050 · Property Tax -Monroe Co.	0.00	179,293.14
4055 · SBT Hydraulic Assessment-MC	0.00	179,293.14
4060 · Interest	8,188.63	21,629.81
4070 · Grants & Donations	15.00	4,595.20
4080 · Fishing Tournament	0.00	1,980.00
4090 · Park Reservations	200.00	6,040.00
4095 · Special Events	0.00	26,504.28
4100 · Park Admission Fees	0.00	84,471.00
4105 · Park Admission Fees Annual @\$80	0.00	6,545.00
4120 · Other Income	0.00	39,511.19
Total Income	10,513.63	961,834.16
Expense		
6000 · Manager	9,600.00	70,400.00
6001 · Operations Supervisor	0.00	40,538.54
6010 · FICA	1,111.30	12,178.63
6020 · State Unemployment Tax	68.49	268.54
6025 · Merchant Fees	98.79	882.16
6030 · Retirement	2,636.80	17,218.94
6040 · Health Insurance	919.28	12,899.58
6060 · Dental Insurance	35.62	320.58
6070 · Gate Attendant	762.75	19,081.81
6080 · Seasonal Labor	3,608.80	25,558.00
6100 · Lake Patrol	0.00	6,267.50
6120 · Season & Launch Permits	0.00	2,152.25
6160 · Printer, Copier & Computer Supp	0.00	534.55
6170 · Miscellaneous-Other	5.00	571.48
6180 · Postage	0.00	438.00
6190 · General Business Supplies	0.00	644.42
6200 · Regular Gas	0.00	5,662.72
6220 · Janitorial Supplies	0.00	1,762.14
6230 · Medical Supplies	0.00	895.97
6240 · Building & Grounds	0.00	4,027.31
6250 · Boat/Weed Harvester/Truck	0.00	279.29
6260 · Uniforms	0.00	507.75
6290 · Signs & Nautical Markers	598.66	9,557.73
6300 · Accounting Services	0.00	4,500.00
6310 · Grass	1,810.00	10,860.00
6315 · Office Cleaning Service	0.00	720.00
6320 · Attorney	0.00	921.00
6330 · Consulting Engineer	0.00	14,509.35
6340 · State Board Accounts Audit	0.00	6,144.95
6345 · Professional Development	0.00	697.89
6350 · Other Prof/Secretarial Service	2,000.00	2,000.00
6370 · Phone, LDT, Pager, E-Mail	332.92	4,386.87
6390 · Hotel	0.00	716.00
6410 · Subscriptions	94.52	1,866.69
6430 · Ads	27.11	741.99
6440 · Other	0.00	854.99
6441 · Event Planning	0.00	10,283.40
6450 · Insurance	9,138.00	61,058.70
6460 · Electric	525.00	4,957.45
6470 · Water	0.00	1,404.56
6480 · Trash	276.89	2,018.29
6490 · Port-O-Lets	186.50	1,865.00

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

October 2025

Cash Basis

	<u>Oct 25</u>	<u>Jan - Oct 25</u>
6500 · Pump Holding Tank	0.00	2,040.00
6510 · Building & Grounds Expense	245.00	9,334.64
6520 · Boat	0.00	15.72
6540 · Sluice Gate Inspection	0.00	8,750.00
6541 · Dredging Equipment Maintenance	135.00	23,303.80
6560 · Water Testing	0.00	11,099.92
6570 · Lake Weed Treatment	5,568.70	30,208.70
6620 · Dam/Spillway Inspection	0.00	6,540.00
6630 · Spillway Repairs	0.00	359.17
6661 · Disposal Site Preparation	0.00	550.00
6681 · Fireworks	0.00	10,500.00
6700 · Computer Equipment	0.00	1,994.99
6740 · Work Boat (Pontoon)	0.00	4,900.00
6755 · Wetland Planting	0.00	37,295.44
6790 · Bond Repayment - SedimentMgmt	0.00	40,550.00
Total Expense	<u>39,785.13</u>	<u>550,597.40</u>
Net Income	<u>-29,271.50</u>	<u>411,236.76</u>

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through October 2025

Cash Basis

	Jan - Oct 25	Jan - Oct 24	\$ Change	% Change
Income				
2393 · Brown Co - Cumulative Conserv	11,833.67	8,575.53	3,258.14	38.0%
2394 · Monroe Co - Cumulative Conserv	31,035.51	26,864.92	4,170.59	15.5%
4000 · Watercraft Permits	138,740.00	139,665.00	-925.00	-0.7%
4010 · Launch Fees	24,581.00	26,099.08	-1,518.08	-5.8%
4015 · Wakeboard Fee	8,200.00	5,526.00	2,674.00	48.4%
4020 · Marina & Club Fees	16,619.00	15,315.00	1,304.00	8.5%
4030 · Sublease & Access Fees	44,235.26	39,661.97	4,573.29	11.5%
4040 · Property Tax - Brown Co.	68,363.48	57,947.68	10,415.80	18.0%
4045 · SBT Hydraulic Assessment-BC	68,363.48	57,947.68	10,415.80	18.0%
4050 · Property Tax -Monroe Co.	179,293.14	181,535.05	-2,241.91	-1.2%
4055 · SBT Hydraulic Assessment-MC	179,293.14	181,535.05	-2,241.91	-1.2%
4060 · Interest	21,629.81	26,762.16	-5,132.35	-19.2%
4070 · Grants & Donations	4,595.20	1,378.10	3,217.10	233.4%
4080 · Fishing Tournament	1,980.00	2,300.00	-320.00	-13.9%
4090 · Park Reservations	6,040.00	6,666.93	-626.93	-9.4%
4095 · Special Events	26,504.28	40,599.47	-14,095.19	-34.7%
4100 · Park Admission Fees	84,471.00	75,471.00	9,000.00	11.9%
4105 · Park Admission Fees Annual @\$80	6,545.00	7,520.00	-975.00	-13.0%
4120 · Other Income	39,511.19	33,200.00	6,311.19	19.0%
Total Income	961,834.16	934,570.62	27,263.54	2.9%
Expense				
6000 · Manager	70,400.00	64,615.32	5,784.68	9.0%
6001 · Operations Supervisor	40,538.54	44,855.73	-4,317.19	-9.6%
6010 · FICA	12,178.63	11,539.60	639.03	5.5%
6020 · State Unemployment Tax	268.54	259.81	8.73	3.4%
6025 · Merchant Fees	882.16	934.26	-52.10	-5.6%
6030 · Retirement	17,218.94	19,338.21	-2,119.27	-11.0%
6040 · Health Insurance	12,899.58	14,880.81	-1,981.23	-13.3%
6060 · Dental Insurance	320.58	0.00	320.58	100.0%
6070 · Gate Attendant	19,081.81	20,848.55	-1,766.74	-8.5%
6080 · Seasonal Labor	25,558.00	13,795.00	11,763.00	85.3%
6100 · Lake Patrol	6,267.50	3,131.25	3,136.25	100.2%
6120 · Season & Launch Permits	2,152.25	2,003.99	148.26	7.4%
6130 · Daily Permits	0.00	166.00	-166.00	-100.0%
6150 · Checks	0.00	293.84	-293.84	-100.0%
6160 · Printer, Copier & Computer Supp	534.55	241.98	292.57	120.9%
6170 · Miscellaneous-Other	571.48	578.87	-7.39	-1.3%
6180 · Postage	438.00	488.60	-50.60	-10.4%
6190 · General Business Supplies	644.42	909.71	-265.29	-29.2%
6200 · Regular Gas	5,662.72	5,891.46	-228.74	-3.9%
6220 · Janitorial Supplies	1,762.14	2,277.44	-515.30	-22.6%
6230 · Medical Supplies	895.97	0.00	895.97	100.0%
6240 · Building & Grounds	4,027.31	7,528.14	-3,500.83	-46.5%
6250 · Boat/Weed Harvester/Truck	279.29	494.25	-214.96	-43.5%
6251 · Dredging Supplies	0.00	2,065.31	-2,065.31	-100.0%
6260 · Uniforms	507.75	779.40	-271.65	-34.9%
6280 · Radio/Communication Equipment	0.00	149.85	-149.85	-100.0%
6290 · Signs & Nautical Markers	9,557.73	7,977.02	1,580.71	19.8%
6300 · Accounting Services	4,500.00	5,350.00	-850.00	-15.9%
6310 · Grass	10,860.00	10,860.00	0.00	0.0%
6315 · Office Cleaning Service	720.00	0.00	720.00	100.0%
6320 · Attorney	921.00	2,347.00	-1,426.00	-60.8%
6330 · Consulting Engineer	14,509.35	9,673.04	4,836.31	50.0%
6340 · State Board Accounts Audit	6,144.95	0.00	6,144.95	100.0%
6345 · Professional Development	697.89	320.00	377.89	118.1%
6350 · Other Prof/Secretarial Service	2,000.00	175.00	1,825.00	1,042.9%
6370 · Phone, LDT, Pager, E-Mail	4,386.87	5,746.10	-1,359.23	-23.7%
6390 · Hotel	716.00	188.16	527.84	280.5%
6410 · Subscriptions	1,866.69	1,436.40	430.29	30.0%
6430 · Ads	741.99	286.33	455.66	159.1%
6440 · Other	854.99	781.61	73.38	9.4%
6441 · Event Planning	10,283.40	12,120.80	-1,837.40	-15.2%
6450 · Insurance	61,058.70	62,815.95	-1,757.25	-2.8%

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through October 2025

Cash Basis

	Jan - Oct 25	Jan - Oct 24	\$ Change	% Change
6460 · Electric	4,957.45	4,978.00	-20.55	-0.4%
6470 · Water	1,404.56	2,362.42	-957.86	-40.6%
6480 · Trash	2,018.29	2,418.07	-399.78	-16.5%
6490 · Port-O-Lets	1,865.00	2,298.00	-433.00	-18.8%
6500 · Pump Holding Tank	2,040.00	1,600.00	440.00	27.5%
6510 · Building & Grounds Expense	9,334.64	6,415.00	2,919.64	45.5%
6520 · Boat	15.72	0.00	15.72	100.0%
6540 · Sluice Gate Inspection	8,750.00	0.00	8,750.00	100.0%
6541 · Dredging Equipment Maintenance	23,303.80	2,465.73	20,838.07	845.1%
6560 · Water Testing	11,099.92	10,611.50	488.42	4.6%
6570 · Lake Weed Treatment	30,208.70	45,940.99	-15,732.29	-34.2%
6620 · Dam/Spillway Inspection	6,540.00	0.00	6,540.00	100.0%
6630 · Spillway Repairs	359.17	184.20	174.97	95.0%
6661 · Disposal Site Preparation	550.00	17,590.55	-17,040.55	-96.9%
6681 · Fireworks	10,500.00	10,000.00	500.00	5.0%
6682 · Ramp Repairs	0.00	12,500.00	-12,500.00	-100.0%
6700 · Computer Equipment	1,994.99	839.93	1,155.06	137.5%
6740 · Work Boat (Pontoon)	4,900.00	0.00	4,900.00	100.0%
6750 · Sediment Mitigation	0.00	713,876.40	-713,876.40	-100.0%
6755 · Wetland Planting	37,295.44	0.00	37,295.44	100.0%
6790 · Bond Repayment - SedimentMgmt	40,550.00	11,150.00	29,400.00	263.7%
Total Expense	550,597.40	1,183,375.58	-632,778.18	-53.5%
Net Income	411,236.76	-248,804.96	660,041.72	265.3%

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2025

Cash Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Income				
2393 · Brown Co - Cumulative Conserv	11,833.67	17,030.00	-5,196.33	69.5%
2394 · Monroe Co - Cumulative Conserv	31,035.51	47,970.00	-16,934.49	64.7%
4000 · Watercraft Permits	138,740.00	140,000.00	-1,260.00	99.1%
4010 · Launch Fees	24,581.00	28,000.00	-3,419.00	87.8%
4015 · Wakeboard Fee	8,200.00	6,000.00	2,200.00	136.7%
4020 · Marina & Club Fees	16,619.00	15,500.00	1,119.00	107.2%
4030 · Sublease & Access Fees	44,235.26	42,500.00	1,735.26	104.1%
4040 · Property Tax - Brown Co.	68,363.48	106,250.00	-37,886.52	64.3%
4045 · SBT Hydraulic Assessment-BC	68,363.48	106,250.00	-37,886.52	64.3%
4050 · Property Tax -Monroe Co.	179,293.14	318,750.00	-139,456.86	56.2%
4055 · SBT Hydraulic Assessment-MC	179,293.14	318,750.00	-139,456.86	56.2%
4060 · Interest	21,629.81	10,000.00	11,629.81	216.3%
4070 · Grants & Donations	4,595.20	2,000.00	2,595.20	229.8%
4080 · Fishing Tournament	1,980.00	1,500.00	480.00	132.0%
4090 · Park Reservations	6,040.00	4,000.00	2,040.00	151.0%
4095 · Special Events	26,504.28	25,000.00	1,504.28	106.0%
4100 · Park Admission Fees	84,471.00	65,000.00	19,471.00	130.0%
4105 · Park Admission Fees Annual @\$80	6,545.00	8,000.00	-1,455.00	81.8%
4120 · Other Income	39,511.19	500.00	39,011.19	7,902.2%
Total Income	961,834.16	1,263,000.00	-301,165.84	76.2%
Expense				
2001 · Park Capital Improvement Fund	0.00	150,000.00	-150,000.00	0.0%
6000 · Manager	70,400.00	83,200.00	-12,800.00	84.6%
6001 · Operations Supervisor	40,538.54	62,000.00	-21,461.46	65.4%
6002 · Equipment Operations Supervisor	0.00	0.00	0.00	0.0%
6010 · FICA	12,178.63	17,000.00	-4,821.37	71.6%
6020 · State Unemployment Tax	268.54	800.00	-531.46	33.6%
6025 · Merchant Fees	882.16	1,000.00	-117.84	88.2%
6030 · Retirement	17,218.94	23,200.00	-5,981.06	74.2%
6040 · Health Insurance	12,899.58	18,000.00	-5,100.42	71.7%
6050 · Life Insurance	0.00	400.00	-400.00	0.0%
6060 · Dental Insurance	320.58			
6070 · Gate Attendant	19,081.81	29,346.00	-10,264.19	65.0%
6080 · Seasonal Labor	25,558.00	24,960.00	598.00	102.4%
6100 · Lake Patrol	6,267.50	11,040.00	-4,772.50	56.8%
6112 · Dredger (Other)	0.00	0.00	0.00	0.0%
6114 · Assistant Dredger (Other)	0.00	0.00	0.00	0.0%
6120 · Season & Launch Permits	2,152.25	2,250.00	-97.75	95.7%
6130 · Daily Permits	0.00	300.00	-300.00	0.0%
6140 · Receipt/Tickets Books	0.00	0.00	0.00	0.0%
6150 · Checks	0.00	400.00	-400.00	0.0%
6160 · Printer, Copier & Computer Supp	534.55	600.00	-65.45	89.1%
6170 · Miscellaneous-Other	571.48	500.00	71.48	114.3%
6180 · Postage	438.00	600.00	-162.00	73.0%

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2025

Cash Basis

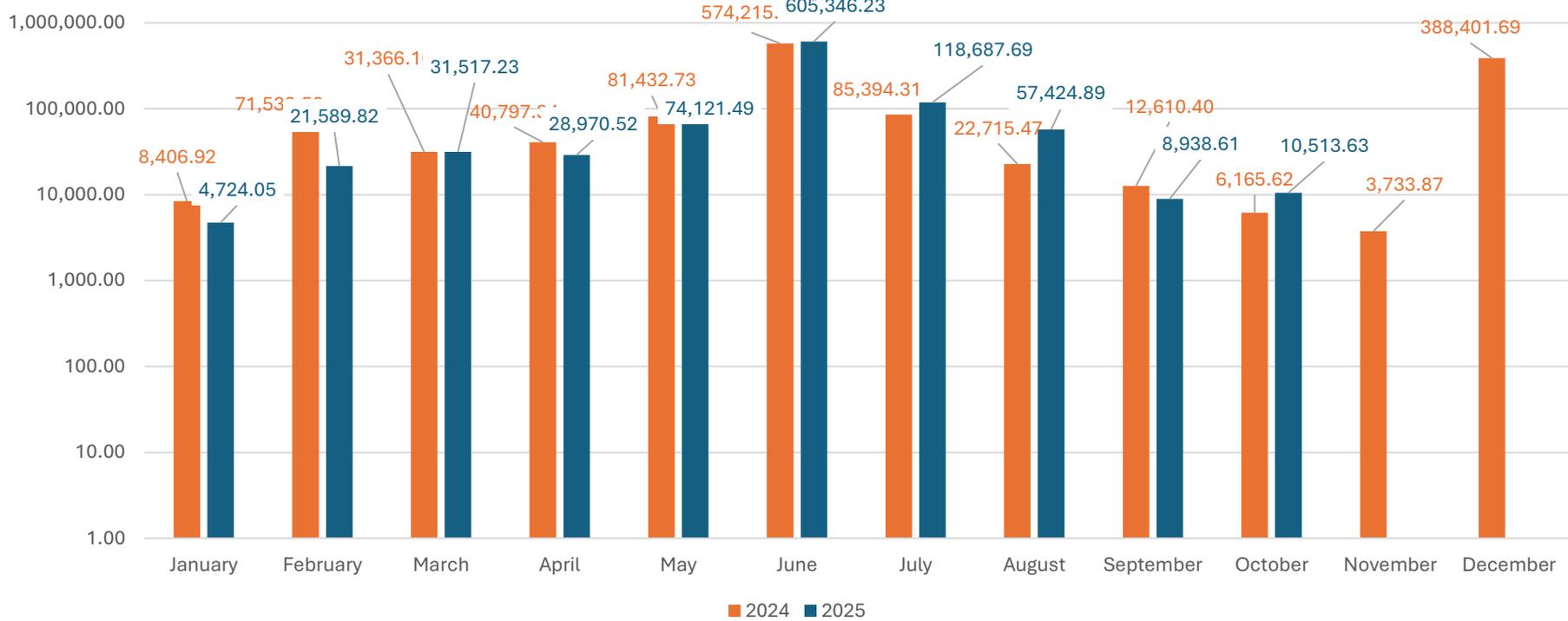
	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
6190 · General Business Supplies	644.42	1,200.00	-555.58	53.7%
6200 · Regular Gas	5,662.72	8,000.00	-2,337.28	70.8%
6210 · Diesel	0.00	1,500.00	-1,500.00	0.0%
6220 · Janitorial Supplies	1,762.14	2,000.00	-237.86	88.1%
6230 · Medical Supplies	895.97	500.00	395.97	179.2%
6240 · Building & Grounds	4,027.31	7,500.00	-3,472.69	53.7%
6250 · Boat/Weed Harvester/Truck	279.29	1,500.00	-1,220.71	18.6%
6251 · Dredging Supplies	0.00	2,000.00	-2,000.00	0.0%
6252 · Rip Rap/Erosion Control	0.00	10,000.00	-10,000.00	0.0%
6260 · Uniforms	507.75	600.00	-92.25	84.6%
6280 · Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 · Signs & Nautical Markers	9,557.73	7,000.00	2,557.73	136.5%
6300 · Accounting Services	4,500.00	6,500.00	-2,000.00	69.2%
6310 · Grass	10,860.00	14,000.00	-3,140.00	77.6%
6315 · Office Cleaning Service	720.00	2,500.00	-1,780.00	28.8%
6320 · Attorney	921.00	6,000.00	-5,079.00	15.4%
6325 · Fish Management Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	14,509.35	10,000.00	4,509.35	145.1%
6340 · State Board Accounts Audit	6,144.95	12,000.00	-5,855.05	51.2%
6345 · Professional Development	697.89	500.00	197.89	139.6%
6350 · Other Prof/Secretarial Service	2,000.00	1,000.00	1,000.00	200.0%
6370 · Phone, LDT, Pager, E-Mail	4,386.87	5,000.00	-613.13	87.7%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	716.00	600.00	116.00	119.3%
6400 · Meals	0.00	500.00	-500.00	0.0%
6410 · Subscriptions	1,866.69	2,400.00	-533.31	77.8%
6420 · Newsletter	0.00	0.00	0.00	0.0%
6430 · Ads	741.99	250.00	491.99	296.8%
6440 · Other	854.99	1,400.00	-545.01	61.1%
6441 · Event Planning	10,283.40	20,000.00	-9,716.60	51.4%
6450 · Insurance	61,058.70	60,000.00	1,058.70	101.8%
6460 · Electric	4,957.45	7,000.00	-2,042.55	70.8%
6470 · Water	1,404.56	2,000.00	-595.44	70.2%
6480 · Trash	2,018.29	3,000.00	-981.71	67.3%
6490 · Port-O-Lets	1,865.00	3,500.00	-1,635.00	53.3%
6500 · Pump Holding Tank	2,040.00	2,000.00	40.00	102.0%
6510 · Building & Grounds Expense	9,334.64	2,500.00	6,834.64	373.4%
6520 · Boat	15.72	2,000.00	-1,984.28	0.8%
6530 · Truck	0.00	1,000.00	-1,000.00	0.0%
6540 · Sluice Gate Inspection	8,750.00	7,000.00	1,750.00	125.0%
6541 · Dredging Equipment Maintenance	23,303.80	5,000.00	18,303.80	466.1%
6542 · Equipment Rental	0.00	10,000.00	-10,000.00	0.0%
6560 · Water Testing	11,099.92	12,000.00	-900.08	92.5%
6570 · Lake Weed Treatment	30,208.70	50,000.00	-19,791.30	60.4%
6590 · Contigency Funds 10%	0.00	10,000.00	-10,000.00	0.0%
6620 · Dam/Spillway Inspection	6,540.00	8,000.00	-1,460.00	81.8%
6630 · Spillway Repairs	359.17	2,000.00	-1,640.83	18.0%

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through October 2025

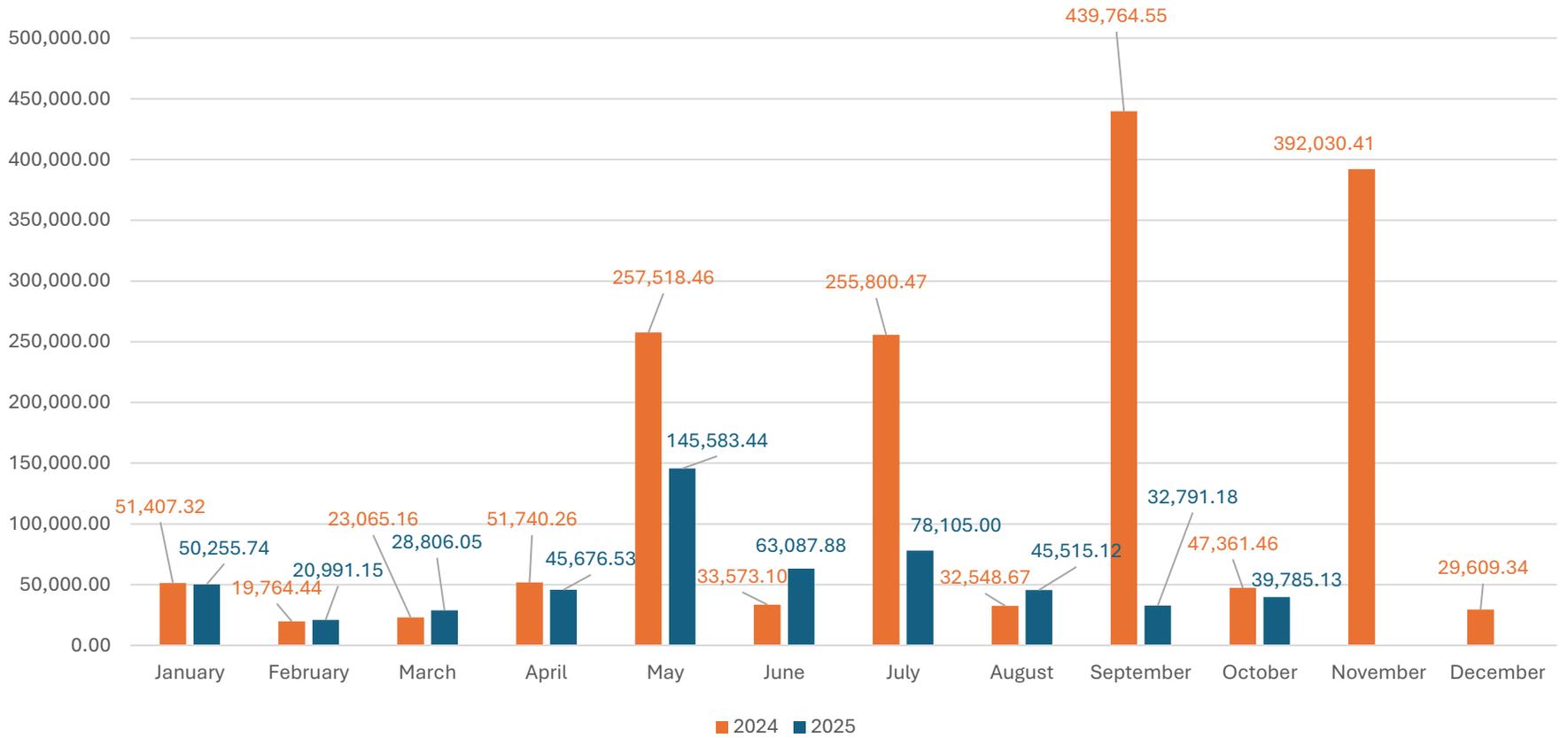
Cash Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
6661 · Disposal Site Preparation	550.00	20,000.00	-19,450.00	2.8%
6680 · Other Services and Charges	0.00	2,500.00	-2,500.00	0.0%
6681 · Fireworks	10,500.00	10,500.00	0.00	100.0%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	1,994.99	2,000.00	-5.01	99.7%
6720 · Utility Vehicle	0.00	15,000.00	-15,000.00	0.0%
6740 · Work Boat (Pontoon)	4,900.00	15,000.00	-10,100.00	32.7%
6755 · Wetland Planting	37,295.44	200,000.00	-162,704.56	18.6%
6790 · Bond Repayment - SedimentMgmt	40,550.00	80,800.00	-40,250.00	50.2%
Total Expense	550,597.40	1,082,846.00	-532,248.60	50.8%
Net Income	411,236.76	180,154.00	231,082.76	228.3%

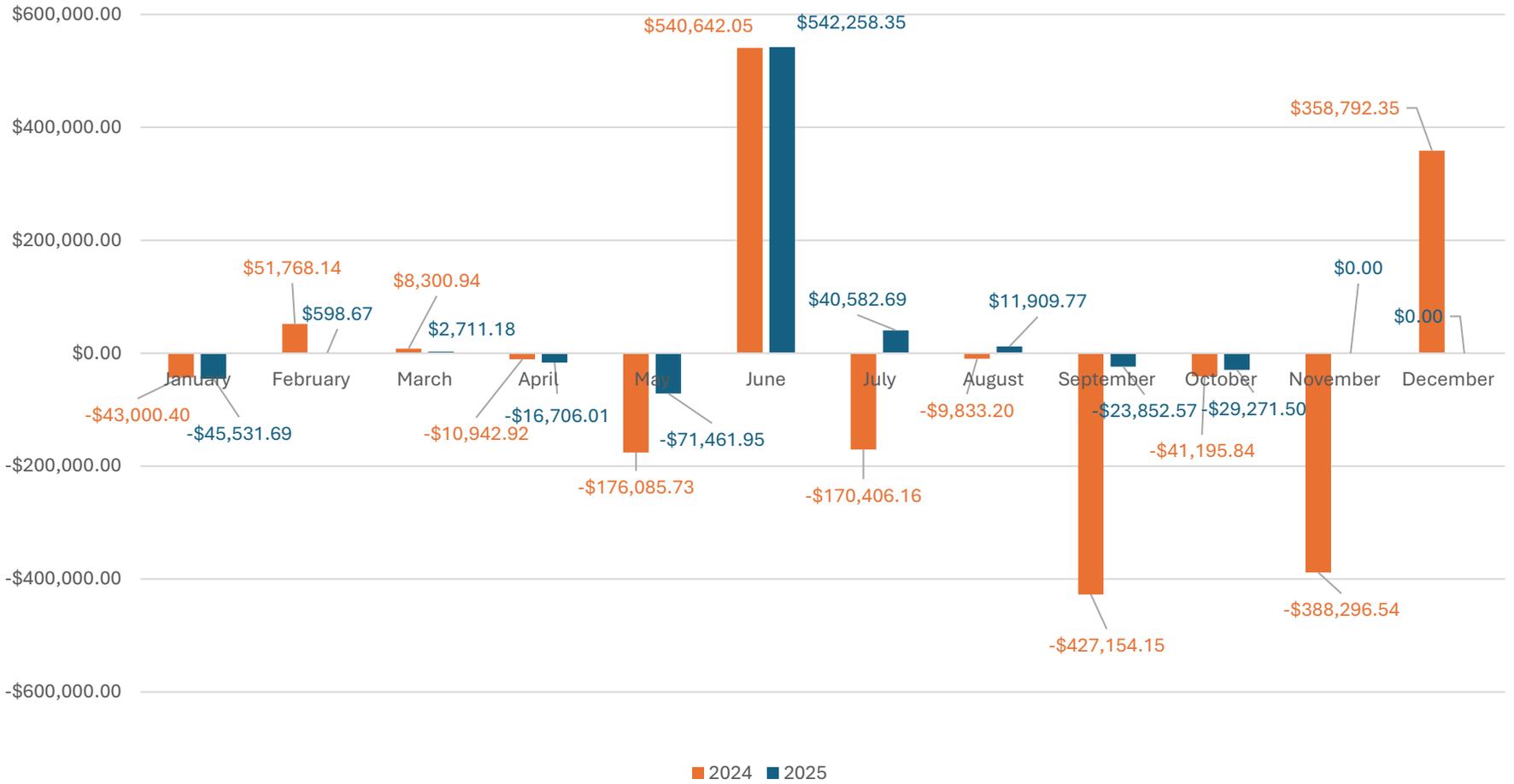
Previous Year Income Comparison



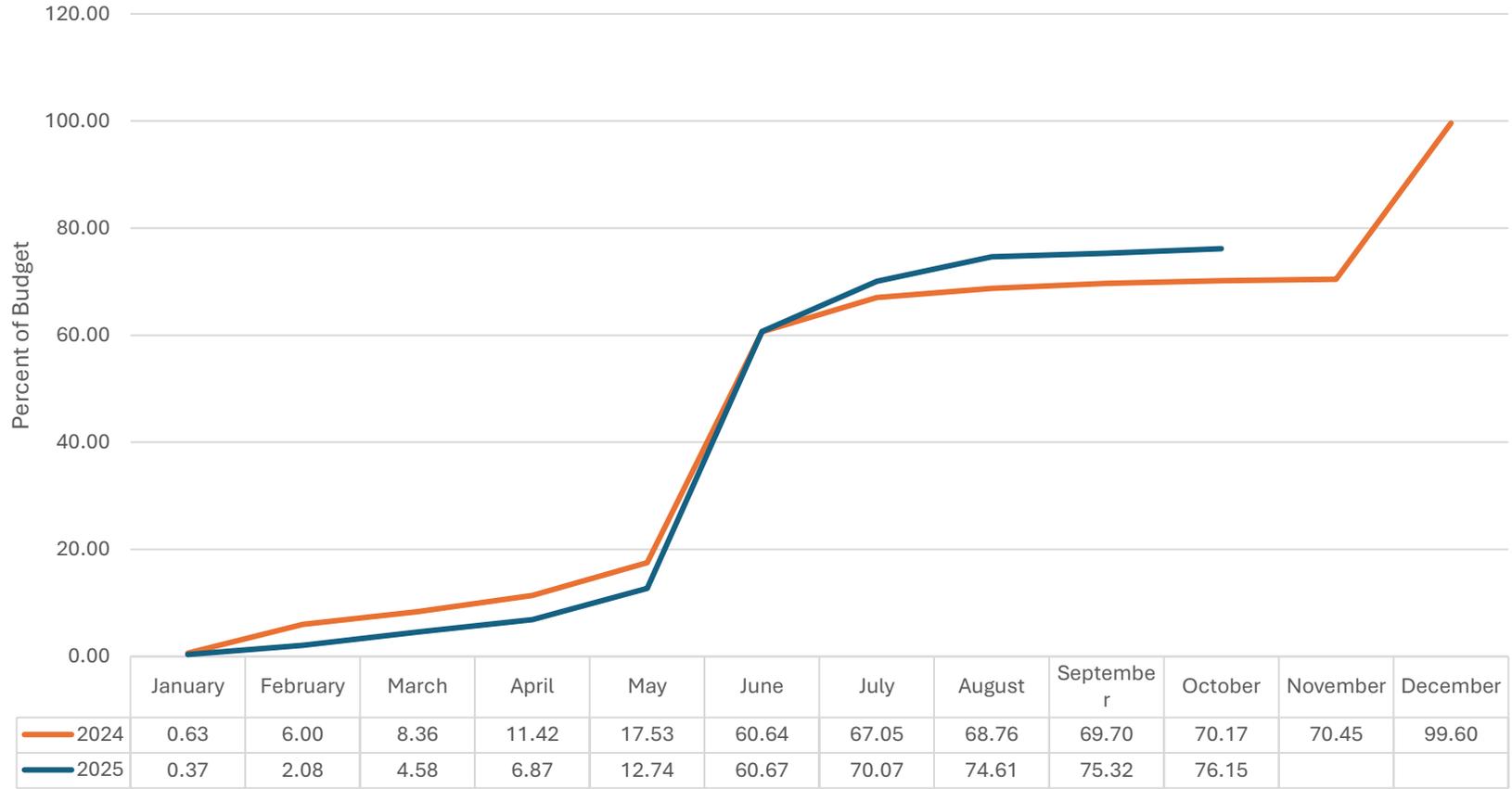
Previous Year Expense Comparison



Previous Year Net Income Comparison

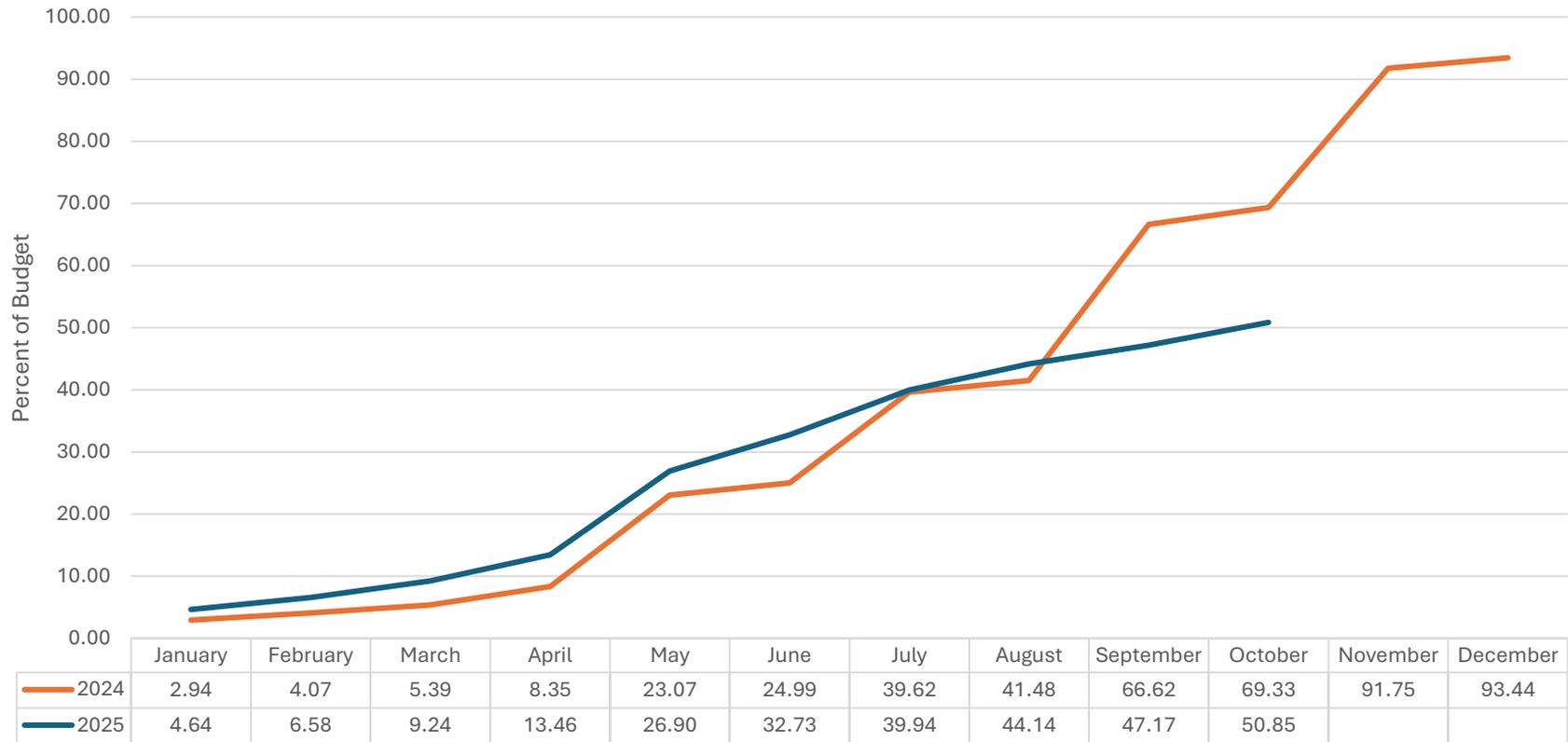


Percentage of Budgeted Revenue



Month

Percentage of Budgeted Expenditures



Month

LAKE LEMON CONSERVANCY Reconciliation Summary

1000 · Peoples State Bank - General, Period Ending 10/31/2025

	Oct 31, 25
Beginning Balance	100,000.00
Cleared Transactions	
Checks and Payments - 20 items	-41,914.20
Deposits and Credits - 20 items	41,914.20
Total Cleared Transactions	0.00
Cleared Balance	100,000.00
Uncleared Transactions	
Deposits and Credits - 1 item	22.00
Total Uncleared Transactions	22.00
Register Balance as of 10/31/2025	100,022.00
New Transactions	
Checks and Payments - 2 items	-5,756.13
Total New Transactions	-5,756.13
Ending Balance	94,265.87

LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 - Peoples State Bank - General, Period Ending 10/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						100,000.00
Cleared Transactions						
Checks and Payments - 20 items						
Check	09/23/2025	6199	JOHN NAYLOR TR...	X	-375.00	-375.00
Check	09/23/2025	6198	IZZY'S RENTAL	X	-186.50	-561.50
Check	09/23/2025	6197	RUMPKE OF INDIA...	X	-36.83	-598.33
Check	09/25/2025	6201	WATKINS ACCOUN...	X	-1,000.00	-1,598.33
Check	09/29/2025	6202	B & B WATER CORP	X	-222.03	-1,820.36
Check	10/02/2025	6203	STEVE'S PEST CO...	X	-245.00	-2,065.36
Check	10/06/2025	6204	LOWE'S COMPANI...	X	-408.31	-2,473.67
Check	10/06/2025	6206	KLEINDORFER HA...	X	-190.35	-2,664.02
Check	10/06/2025	6205	INTERSTATE BATT...	X	-135.00	-2,799.02
Check	10/08/2025	6207	FIRST INSURANCE...	X	-9,138.00	-11,937.02
Check	10/08/2025	6208	AQUATIC CONTRO...	X	-5,568.70	-17,505.72
Check	10/08/2025	6210	N. ANDERSON EX...	X	-1,810.00	-19,315.72
Check	10/08/2025	6209	AIM MEDIA INDIANA	X	-27.11	-19,342.83
Check	10/16/2025	6211	RUMPKE OF INDIA...	X	-36.89	-19,379.72
Check	10/21/2025	6212	IZZY'S RENTAL	X	-186.50	-19,566.22
Check	10/22/2025	6213	BAKER TILLY ADVI...	X	-2,000.00	-21,566.22
Check	10/27/2025	ACH	VISA	X	-1,156.82	-22,723.04
General Journal	10/31/2025			X	-11,186.33	-33,909.37
General Journal	10/31/2025			X	-7,593.83	-41,503.20
General Journal	10/31/2025			X	-411.00	-41,914.20
Total Checks and Payments					-41,914.20	-41,914.20
Deposits and Credits - 20 items						
Check	05/04/2020	4980	MONROE CO HEAL...	X	0.00	0.00
Check	08/21/2021	5430	ENGRAVING & STA...	X	0.00	0.00
General Journal	09/30/2025			X	22.00	22.00
General Journal	09/30/2025			X	62.00	84.00
General Journal	10/02/2025			X	22.00	106.00
General Journal	10/02/2025			X	66.00	172.00
General Journal	10/05/2025			X	557.00	729.00
General Journal	10/05/2025			X	623.00	1,352.00
General Journal	10/09/2025			X	91.00	1,443.00
General Journal	10/09/2025			X	98.00	1,541.00
General Journal	10/16/2025			X	22.00	1,563.00
General Journal	10/16/2025			X	137.00	1,700.00
General Journal	10/20/2025			X	110.00	1,810.00
General Journal	10/20/2025			X	176.00	1,986.00
General Journal	10/23/2025			X	49.00	2,035.00
General Journal	10/23/2025			X	66.00	2,101.00
General Journal	10/26/2025			X	66.00	2,167.00
General Journal	10/26/2025			X	198.00	2,365.00
General Journal	10/30/2025			X	22.00	2,387.00
General Journal	10/31/2025			X	39,527.20	41,914.20
Total Deposits and Credits					41,914.20	41,914.20
Total Cleared Transactions					0.00	0.00
Cleared Balance					0.00	100,000.00
Uncleared Transactions						
Deposits and Credits - 1 item						
General Journal	10/30/2025				22.00	22.00
Total Deposits and Credits					22.00	22.00
Total Uncleared Transactions					22.00	22.00
Register Balance as of 10/31/2025					22.00	100,022.00

3:29 PM

11/04/25

LAKE LEMON CONSERVANCY

Reconciliation Detail

1000 · Peoples State Bank - General, Period Ending 10/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
New Transactions						
Checks and Payments - 2 items						
Check	11/03/2025	6214	DAVEY RESOURC...		-5,256.13	-5,256.13
Check	11/03/2025	6215	WATKINS ACCOUN...		-500.00	-5,756.13
Total Checks and Payments					-5,756.13	-5,756.13
Total New Transactions					-5,756.13	-5,756.13
Ending Balance					-5,734.13	94,265.87

3:30 PM
11/04/25

LAKE LEMON CONSERVANCY
Reconciliation Summary
1080 - Construction Account, Period Ending 10/31/2025

	<u>Oct 31, 25</u>
Beginning Balance	30,193.75
Cleared Balance	30,193.75
Register Balance as of 10/31/2025	30,193.75
Ending Balance	30,193.75

3:30 PM

11/04/25

LAKE LEMON CONSERVANCY

Reconciliation Detail

1080 · Construction Account, Period Ending 10/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						30,193.75
Cleared Balance						30,193.75
Register Balance as of 10/31/2025						30,193.75
Ending Balance						30,193.75

3:34 PM
11/04/25

LAKE LEMON CONSERVANCY
Reconciliation Summary
1050 · Savings Account, Period Ending 10/31/2025

	<u>Oct 31, 25</u>	
Beginning Balance		667,172.00
Cleared Transactions		
Checks and Payments - 1 item	-39,527.20	
Deposits and Credits - 2 items	1,504.61	
Total Cleared Transactions	<u>-38,022.59</u>	
Cleared Balance		<u>629,149.41</u>
Register Balance as of 10/31/2025		629,149.41
Ending Balance		629,149.41

LAKE LEMON CONSERVANCY
Reconciliation Detail
1050 · Savings Account, Period Ending 10/31/2025

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						667,172.00
Cleared Transactions						
Checks and Payments - 1 item						
General Journal	10/31/2025			X	-39,527.20	-39,527.20
Total Checks and Payments					-39,527.20	-39,527.20
Deposits and Credits - 2 items						
General Journal	10/31/2025			X	411.00	411.00
General Journal	10/31/2025			X	1,093.61	1,504.61
Total Deposits and Credits					1,504.61	1,504.61
Total Cleared Transactions					-38,022.59	-38,022.59
Cleared Balance					-38,022.59	629,149.41
Register Balance as of 10/31/2025					-38,022.59	629,149.41
Ending Balance					-38,022.59	629,149.41

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Debra Ladyman, Treasurer
Action Requested	Approval
Item/Subject	October Report of Claims: Approval of Vouchers
Dollar Amount	\$32,089.01
Meeting Date	December 11 th , 2025
Summary	Report showing check detail and payroll expenditures for October 2025.
Staff Recommendation	Approval of October 2025 Report of Claims

Date: December 11th, 2025

ALLOWANCE OF VOUCHERS

Debra Ladyman
Treasurer

(Report of Claims - October 2025)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 4 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$32,089.01

Dated this 11th Day of December, 2025

	<u>Signature of Governing Board</u>		
	Aye	Neigh	Abstain
LES WADZINSKI, CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRET HUBER, VICE-CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEBRA LADYMAN, TREASURER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID CARRICO, Sub-Area I	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEPHEN WERNER, 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 11th, 2025.


Lester Wadzinski (Dec 13, 2025 14:02:25 EST)

Les Wadzinski, Chairman

Debra Ladyman, Treasurer

4:13 PM
11/04/25

LAKE LEMON CONSERVANCY
Check Detail
October 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	10/27/2025	VISA		1000 · Peoples Stat...		-1,156.82
				6410 · Subscriptions		-94.52	94.52
				6370 · Phone, LDT, ...		-332.92	332.92
				6480 · Trash		-240.00	240.00
				6460 · Electric		-525.00	525.00
				6040 · Health Insura...		35.62	-35.62
TOTAL						-1,156.82	1,156.82
Check	6203	10/02/2025	STEVE'S PEST CO...		1000 · Peoples Stat...		-245.00
			Fall Pest Control	6510 · Building & Gr...		-245.00	245.00
TOTAL						-245.00	245.00
Check	6204	10/06/2025	LOWE'S COMPANI...		1000 · Peoples Stat...		-408.31
			Material For Wake Sign	6290 · Signs & Nauti...		-408.31	408.31
TOTAL						-408.31	408.31
Check	6205	10/06/2025	INTERSTATE BATT...		1000 · Peoples Stat...		-135.00
			Starting Battery- Barge	6541 · Dredging Equ...		-135.00	135.00
TOTAL						-135.00	135.00
Check	6206	10/06/2025	KLEINDORFER HA...		1000 · Peoples Stat...		-190.35
			Chain and Hardware	6290 · Signs & Nauti...		-190.35	190.35
TOTAL						-190.35	190.35
Check	6207	10/08/2025	FIRST INSURANCE...		1000 · Peoples Stat...		-9,138.00
				6450 · Insurance		-9,138.00	9,138.00
TOTAL						-9,138.00	9,138.00

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11/04/25

LAKE LEMON CONSERVANCY
Check Detail
October 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	6208	10/08/2025	AQUATIC CONTRO...		1000 · Peoples Stat...		-5,568.70
			Submersed Treatment		6570 · Lake Weed T...	-5,568.70	5,568.70
TOTAL						-5,568.70	5,568.70
Check	6209	10/08/2025	AIM MEDIA INDIANA		1000 · Peoples Stat...		-27.11
			Election Advertisement		6430 · Ads	-27.11	27.11
TOTAL						-27.11	27.11
Check	6210	10/08/2025	N. ANDERSON EX...		1000 · Peoples Stat...		-1,810.00
					6310 · Grass	-1,810.00	1,810.00
TOTAL						-1,810.00	1,810.00
Check	6211	10/16/2025	RUMPKE OF INDIA...		1000 · Peoples Stat...		-36.89
					6480 · Trash	-36.89	36.89
TOTAL						-36.89	36.89
Check	6212	10/21/2025	IZZY'S RENTAL		1000 · Peoples Stat...		-186.50
					6490 · Port-O-Lets	-186.50	186.50
TOTAL						-186.50	186.50
Check	6213	10/22/2025	BAKER TILLY ADVI...		1000 · Peoples Stat...		-2,000.00
			2022-2025 Annual Filing and Compliance report		6350 · Other Prof/Se...	-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

October 2025

	Casey, Adam W			CHEN, CALEB Y			Schunn, Lily G			TOTAL
	Hours	Rate	Oct 25	Hours	Rate	Oct 25	Hours	Rate	Oct 25	Hours
Employee Wages, Taxes and Adjustments										
Gross Pay										
Salary-6000			10,753.86			0.00			0.00	
Reg. Pay-6070			0.00	56.5	13.50	762.75			0.00	56.50
Reg. Pay-6080			0.00			0.00	173.5	20.80	3,608.80	173.50
Total Gross Pay			10,753.86	56.5		762.75	173.5		3,608.80	230.00
Deductions from Gross Pay										
Emp HSA			0.00			0.00			0.00	
Health Insurance			-598.71			0.00			0.00	
Insurance			0.00			0.00			0.00	
Retirement			-288.00			0.00			0.00	
Total Deductions from Gross Pay			-886.71			0.00			0.00	
Adjusted Gross Pay			9,867.15	56.5		762.75	173.5		3,608.80	230.00
Taxes Withheld										
Federal Withholding			-900.00			-3.00			-317.00	
Medicare Employee			-147.25			-11.06			-52.33	
Social Security Employee			-629.62			-47.29			-223.75	
IN - Withholding			-296.01			-22.88			-104.80	
LAKE CO			0.00			-11.45			0.00	
Medicare Employee Addl Tax			0.00			0.00			0.00	
Monroe Co.			-211.17			0.00			-74.76	
Total Taxes Withheld			-2,184.05			-95.68			-772.64	
Net Pay			<u>7,683.10</u>	<u>56.5</u>		<u>667.07</u>	<u>173.5</u>		<u>2,836.16</u>	<u>230.00</u>
Employer Taxes and Contributions										
Federal Unemployment			0.00			4.57			0.00	
Medicare Company			147.25			11.06			52.33	
Social Security Company			629.62			47.29			223.75	
IN - Unemployment Company			0.00			3.82			0.00	
Total Employer Taxes and Contributions			<u>776.87</u>			<u>66.74</u>			<u>276.08</u>	

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11/04/25

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
October 2025

	TOTAL	
	Rate	Oct 25
Employee Wages, Taxes and Adjustments		
Gross Pay		
Salary-6000		10,753.86
Reg. Pay-6070		762.75
Reg. Pay-6080		3,608.80
Total Gross Pay		15,125.41
Deductions from Gross Pay		
Emp HSA		0.00
Health Insurance		-598.71
Insurance		0.00
Retirement		-288.00
Total Deductions from Gross Pay		-886.71
Adjusted Gross Pay		14,238.70
Taxes Withheld		
Federal Withholding		-1,220.00
Medicare Employee		-210.64
Social Security Employee		-900.66
IN - Withholding		-423.69
LAKE CO		-11.45
Medicare Employee Addl Tax		0.00
Monroe Co.		-285.93
Total Taxes Withheld		-3,052.37
Net Pay		<u>11,186.33</u>
Employer Taxes and Contributions		
Federal Unemployment		4.57
Medicare Company		210.64
Social Security Company		900.66
IN - Unemployment Company		3.82
Total Employer Taxes and Contributions		<u>1,119.69</u>

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Lance Eberle, First Insurance Group
Action Requested	Approval
Item/Subject	2026 Insurance Agreement
Dollar Amount	N/A
Meeting Date	December 11 th , 2025
Summary	Lance will discuss the 2026 Insurance Agreement and coverages.
Staff Recommendation	Approval of 2026 Insurance Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11th day of December, 2025, 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, 2026 to December 31, 2026, 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 \$64,000.00 in 2026 premiums. First Insurance is to provide notice to the LLCD Board of any premium changes throughout the term of the Agreement.

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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

Lake Lemon Conservancy District

Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval
Item/Subject	2026 Annual Agreements
Dollar Amount	N/A
Meeting Date	December 11 th , 2025
Summary	Review and approve all LLCD 2026 Annual Agreements: A. 2026 Lake Lemon Marina/Club Agreement B. 2026 Lake Lemon Marina: Pass Sales Service Agreement C. 2026 Sublease Agreement D. 2026 Commercial Surplus Parcel Agreement: Port Hole Dock E. 2026 Agreement for the use of Riddle Point Park Property: Boys & Girls Club F. 2026 Marina/Club Agreement: BYC G. 2026 IU Rowing Special Use Agreement H. 2026 Riddle Point Park Use Agreement: Riddle Point Rowing Association I. 2026 Watkins Accounting – Accounting Services Agreement J. 2026 Paganelli – Legal Services Agreement
Staff Recommendation	Approval of 2026 Annual Agreements

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 2026, the Marina/Club shall pay fees to LLCD, as follows:
 - a. One Thousand Four Hundred Fifty Dollars (\$1,500.00) Commercial Marina Fee; and

- b. One Hundred Fifteen Dollars (\$120.00) per slip for occupied wet boat slips rented to the general public; and
 - c. Fifty Eight Dollars (\$60.00) 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 13th day of March, 2026.
 - 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 11th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCDC on or by the 16th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - e. All sums due under this paragraph shall be paid to 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 13th 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 LLCDC, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCDC and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCDC or CBU.
- 7. Nothing in this Agreement shall be construed as limiting CBU's right as owner of its real estate and lake.

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 11th day of December, 2025.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: _____

By: _____
Name Printed: Adam Casey
Title: Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
Name Printed: _____
CBU Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

SERVICE AGREEMENT
FOR SALE OF BOAT PERMITS

THIS AGREEMENT is entered into this 11th day of December, 2025, 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 1st, 2026 to December 31, 2026.

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

Lake Lemon Marina, LLC

2026 SURPLUS PARCEL SUBLEASE AGREEMENT

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

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

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

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

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

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

1. DEFINITIONS.

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31st day of December. The sublease fee for the term shall be **\$290.00**, discounted to \$250.00 if received at the LLCD Office no later than **March 1, 2026**. The final due date for sublease fee payment shall be **May 31, 2026** 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 11th day of December, 2025.

SUBLESSEE

LAKE LEMON CONSERVANCY DISTRICT

By:

By:

*

(Signature)

(Signature)

*Name Printed: _____

Title: LLCD District Manager

*Lake Address: _____

*Telephone: _____

CITY OF BLOOMINGTON UTILITIES

*Home Address: _____

By:

*Telephone: _____

(Signature)

*Parcel Location: _____

Name Printed: Katherine Zaiger

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 _____

2026 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 2026, the Port Hole shall pay a fee to LLCD, as follows:
 - a. \$ 745.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2026.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold

harmless, release, waive and forever discharge 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 11th day of December, 2025.

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: _____
Name Printed: _____
CBU Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Sublease Dock Registration Number _____

AGREEMENT FOR THE USE OF RIDDLE POINT PARK PROPERTY

WHEREAS, the Lake Lemon Conservancy District (hereinafter “LLCD”) leases from the City of Bloomington Utilities Department certain property known as Riddle Point Park on Lake Lemon; and,

WHEREAS, the BOYS AND GIRLS CLUB OF BLOOMINGTON (hereinafter “BGCB”), has requested permission to use said facilities as part of its summer day camp operation and intends to offer recreational activities, including swimming and boating;

NOW, THEREFORE, upon the condition set forth herein, LLCD hereby grants to BGCB permission to use said facilities according to the following terms:

1. BGCB shall be permitted to use said facilities year round from January 1, 2026 to December 31, 2026.
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 11th day of December, 2025.

**LAKE LEMON
CONSERVANCY DISTRICT**

By its Board of Directors

Les Wadzinski, 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.

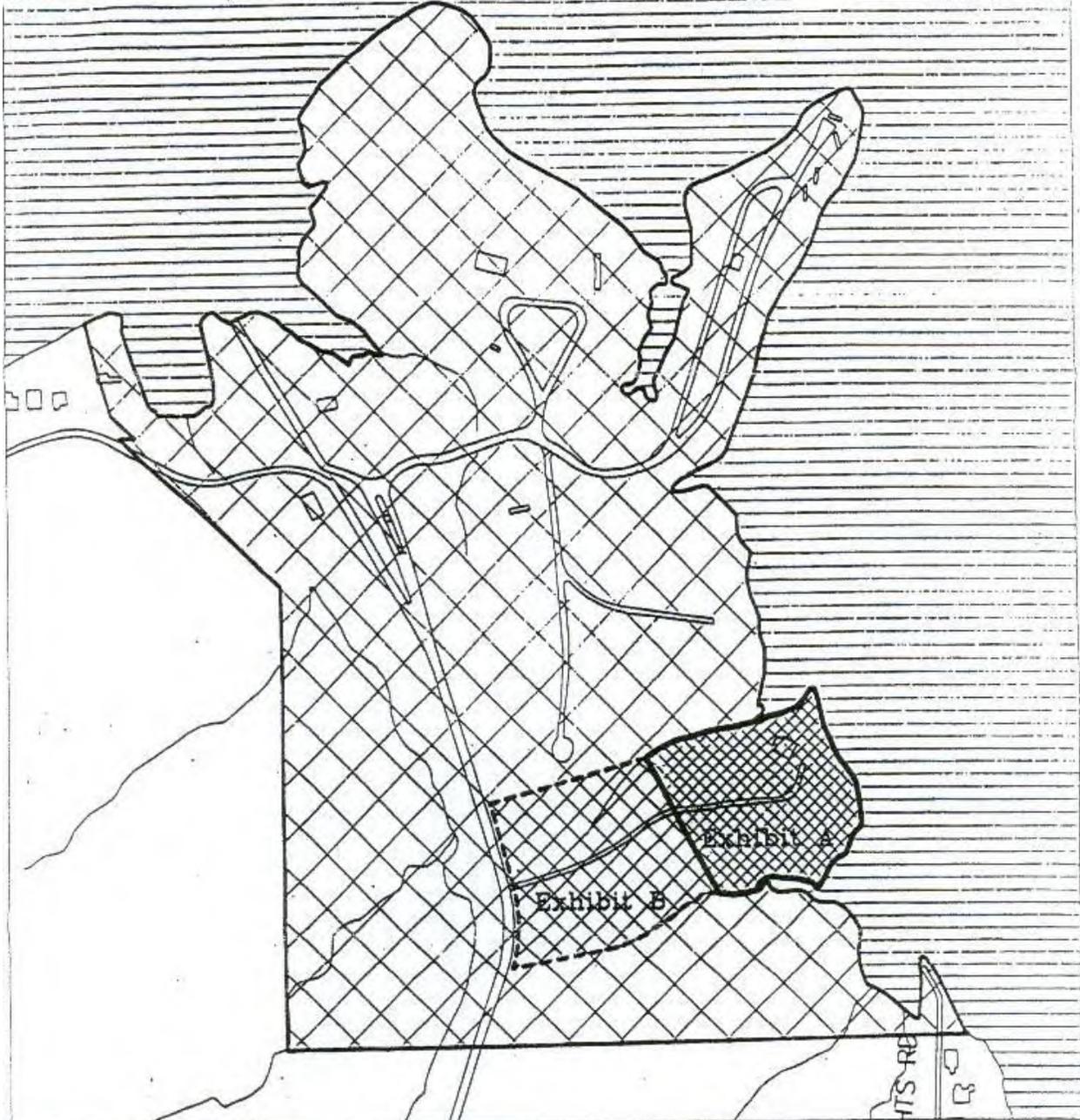
Parent or Guardian Signature

Date

Address

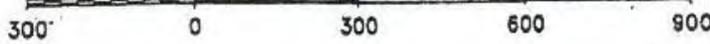
Phone number in case of emergency

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 2026, the Marina/Club shall pay fees to LLCD, as follows:
 - a. Seven Hundred Dollars (\$745.00) Not for Profit Marina Fee; and

- b. Fifty Five Dollars (\$60.00) 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 LLCDC, in full, by the 20th day of March, 2026.
 - 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 11th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCDC on or by the 16th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - d. All sums due under this paragraph shall be paid to 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 13th 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 LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages, liability or expenses, including reasonable attorney fees and including, but not limited to, any claims brought by third parties, including Marina's/Club's guests, invitees, and licensees, whether sounding in tort, contract or any other legal theory, and whether or not caused by a negligent act or omission of LLCD or CBU.

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 11th day of December, 2025.

MARINA/CLUB:

By: _____
Name Printed: _____

Mailing Address: _____

Telephone: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: Adam Casey
Title: Manager

CITY OF BLOOMINGTON UTILITIES

By: _____
Name Printed:
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 **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, 2026 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 use permit fee of One Thousand Eight Hundred Dollars (\$1800.00) for Each Regatta including the April 9th regatta hosting University of Texas and the Annual Dale England Cup Regatta on May 2nd, 2026. Totaling Three Thousand Six Hundred Dollars for both events (\$3,600.00). Permit fees paid in full at least thirty (30) days prior to event date. No additional daily use or launch fees shall be charged for watercraft involved in the events. All specific events and dates must be approved, in advance, by 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 11th day of December 2025.

INDIANA UNIVERSITY:

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Adam Casey
Manager

Address: _____

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 1st, 2026 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, LLCDC 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 LLCDC, 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 11th day of December, 2025.

**RIDDLE POINT
ROWING ASSOCIATION:**

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Les Wadzinski, Chairman, Board of Directors
Lake Lemon Conservancy District

Address: PO BOX 1161
Nashville, IN 47448

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11th day of December, 2025, by and between the Lake Lemon Conservancy District (“LLCD”) Watkins Accounting, located at 4242 Old State Rd 37 N, Bedford, IN 47421 (“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, 2026 to December 31, 2026, 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 \$550.00 per month.

5. Relationship of the Parties. Watkins is retained for the purposes and to the extent set forth in this Agreement, and Watkins' relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by Watkins under this Agreement (except for expecting Watkins to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by Watkins. Watkins is an independent contractor in the performance of each and every part of this Agreement. Watkins is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by Watkins under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to

constitute Watkins as the agent, employee, or representative of LLCD.

6. Tax Liability. Watkins shall exonerate, indemnify, and hold harmless the LLCD from and against, and shall assume full responsibility for, payment of employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workmen's compensation, social security, and income tax laws with respect to Watkins' services under this Agreement.

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

8. Assignment. Watkins' obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLCD.

9. Venue and Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Indiana, and the Monroe Circuit Court, Bloomington, Indiana, 47404, shall have exclusive jurisdiction over disputes arising hereunder.

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

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

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

Lake Lemon Conservancy District:

By: _____
Its: Chairman

Yvonne Freeman

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11th day of December, 2025, by and between the Lake Lemon Conservancy District (“LLCD”) and PAGANELLI LAW GROUP, located at 10401 N Meridian St, Suite 450, Indianapolis, IN 46290 (“PAGANELLI”).

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. PAGANELLI, including Attorney Angela F. Parker shall provide the professional legal services as an attorney for LLCD at PAGANELLI’s offices at 10401 N Meridian St, Suite 450, Indianapolis, IN 46290. Such services shall be provided as requested by LLCD and agreed upon by PAGANELLI 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, 2026 to December 31, 2026, 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 PAGANELLI’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. PAGANELLI is retained for the purposes and to the extent set forth in this Agreement, and PAGANELLI 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 PAGANELLI under this Agreement (except for expecting PAGANELLI to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by PAGANELLI. PAGANELLI is an independent contractor in the performance of each and every part of this Agreement. PAGANELLI 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 PAGANELLI 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 PAGANELLI as the agent, employee, or representative of LLC.

6. Tax Liability. PAGANELLI shall exonerate, indemnify, and hold harmless the LLC 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 PAGANELLI'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. PAGANELLI's obligations under this Agreement are personal and may not be assigned or transferred without the prior written consent of the LLC.

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 LLC and PAGANELLI.

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: District
Manager

Paganelli Law Group:

By: _____
Its: Attorney