

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

City of Bloomington Utilities Building

October 31st, 2019

6:00 p.m.

The October 31st, 2019 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the City of Bloomington Utilities Building and was called to order by Vice-Chairman Mary Jane Brown at 6:00 PM.

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

- I. Call Meeting to Order / Chairman's Remarks (Brown)
- II. Approval of September 26th, 2019 Board Meeting Minutes (Brown)

SCHELL MOTIONED TO APPROVE THE SEPTEMBER 26, 2019 BOARD MEETING MINUTES WITH CORRECTIONS. BLACKWELL SECONDED THE MOTION. ALL "AYE'S". KLITZING ABSTAINS. THE MOTION CARRIED.

- III. Treasurer's Report (Blackwell)
 - a. September Budget Highlights
 - i. September Income: \$21,259
 - ii. September Expenditures: \$60,424
 - b. September Report of Claims: Approval of Allowance of Vouchers

KLITZING MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR SEPTEMBER 2019. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- c. Casey requested approval to close and deposit CD# 371036695 in the amount of \$82,383.62 into the General Fund checking account.

KLITZING MOTIONED TO APPROVE THE CLOSING AND DEPOSITING OF CD# 371036695 IN THE AMOUNT OF \$82,383.62 INTO THE GENERAL FUND CHECKING ACCOUNT. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- d. Blackwell reviewed and requested approval of Resolution 10-19-05: Adoption of 2020 Annual Budget and Statement of Salaries and Wages, see attached.

SCHELL MOTIONED TO APPROVE RESOLUTION 10-19-05: ADOPTION OF 2020 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- e. Blackwell requested approval of Resolution 10-19-06: 2020 Fees & Charges, see attached.

KLITZING MOTIONED TO APPROVE RESOLUTION 10-19-06: 2020 FEES AND CHARGES. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- f. Blackwell requested approval of Resolution 10-19-07: 2019 Additional Appropriation, see attached.

BROWN MOTIONED TO APPROVE RESOLUTION 10-19-07: 2019 ADDITIONAL APROPRIATION. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

IV. Resolution 10-19-08: 2020 Board Meeting Dates.

SCHELL MOTIONED TO APPROVE RESOLUTION 10-19-08: 2020 BOARD MEETING DATES. WADZINSKI SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

V. Manager's Report (Casey)

- a. Casey updated the board on the Barge operations for the season.
 - i. The dredging staff have dug out 1,489 yards from zone 125, 5,700 yards from zone 138, 3500 yards from 136; 12,519 cumulative yards total.
- b. Casey requested approval of Resolution 10-19-09: Intent to Purchase Property, see attached.

BROWN MOTIONED TO APPROVE RESOLUTION 10-19-09: INTENT TO PURCHASE PROPERTY. KLITZING SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED

- c. Casey presented his plan for two new Manager appointed task groups.
 - i. The Capital Campaign task group to include Pam Dugan, Lora Schell, and Mary Jane Brown, will focus on our Capital Campaign for fundraising.

- ii. The Finance task group to include Debra Ladyman, Mike Blackwell, and Mary Jane Brown, will focus the Conservancies future financial planning.
- d. Casey led a discussion about Off Season Park Admittance and Usage.
 - i. LLCD staff will focus on updating signage in the park.

VI. Conflict of Interest Forms

- a. Brown brought in signed conflict of interest forms for the Marina.
 - i. Schell requested approval of the 2020 Schell Marina, LLC – Marina/Club Agreement.

KLITZING MOTIONED TO APPROVE 2020 SCHELL MARINA, LLC – MARINA/CLUB AGREEMENT. BLACKWELL SECONDED THE MOTION. ALL “AYES”. SCHELL ABSTAINS. THE MOTION CARRIED

- ii. Brown requested approval of the 2020 Schell Marina, LLC – Service Agreement, Sale of Boat Permits.

KLITZING MOTIONED TO APPROVE 2020 SCHELL MARINA, LLC – SERVICE AGREEMENT, SALE OF BOAT PERMITS. BLACKWELL SECONDED THE MOTION. ALL “AYES”. SCHELL ABSTAINS. THE MOTION CARRIED

VII. Approval of 2020 Agreements

- a. Brown requested approval of the following list of 2020 Agreements, see attached.
 - i. 2020 Surplus Parcel Agreement: Freeholders
 - ii. 2020 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
 - iii. 2020 Commercial Surplus Parcel Agreement: Pop’s Dock & Lifts
 - iv. 2020 Land Use Agreement – Kenneth Clark
 - v. 2020 Agreement for the use of Riddle Point Park Property: Boys & Girls Club
 - vi. 2020 Marina/Club Agreement: BYC
 - vii. 2020 Riddle Point Park Use Agreement: Riddle Point Rowing Association
 - viii. 2020 Special Use Agreement: Slalom Course, IU Waterski and Wakeboard
 - ix. 2020 IU Rowing Team Agreement
 - x. 2020 Watkins Accounting – Accounting Services Agreement
 - xi. 2020 Carmin Parker PC – Legal Services Agreement
 - xii. 2020 First Insurance Group – Insurance Agreement

BLACKWELL MOTIONED TO APPROVE 2020 AGREEMENTS AS LISTED. WADZINSKI SECONDED THE MOTION. ALL “AYES”. THE MOTION CARRIED

VIII. 2020 Board Election Update

- a. Casey has received nominations from Mary Jane Brown, District III and Lester Wadzinski, District V.

IX. Strategic Planning Committee: Update (Brown)

- a. Brown gave an update from the SPC Meeting held on 10/11/2019.

- i. Wadzinski presented the SPC with quotes for a new Gatehouse.
- ii. Wadzinski also presented some alternative ways to eradicate nuisance geese.
- iii. Casey presented discussions with Jim Scrimager, and the movement of the East End Maintenance Line.

b. The next SPC Meeting will be held on Friday October 11th, 2019 at the LLCD Office.

X. Public Comment

- a. Frank Van Overmeiren presented a potential Hydraulic Dredging Priority Map with zones marked in order of priority.

XI. New Business/ Correspondence for Future Agenda (Dugan)

- a. The Next Board Meeting will take place on Thursday December 12th, 2019, 6:00pm, at the City of Bloomington Utilities Building.

XII. Adjournment

KLITZING MOTIONED TO ADJOURN THE OCTOBER 31ST, 2019 BOARD OF DIRECTORS MEETING AT 7:15 P.M. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.

**RESPECTFULLY SUBMITTED BY:
Alex Snooks, Operations Supervisor**

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

City of Bloomington Utilities

October 31th, 2019

6:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (MJB)
- II. Approval of September 26th, 2019 Board Meeting Minutes (MJB)
- III. Treasurer's Report (MB)
 - a. September Budget Highlights
 - b. September Report of Claims: Approval of Voucher
 - c. CD Renewal: CD# 371036695 (General Fund CD)
 - d. Resolution 10-19-05: Adoption of 2020 Annual Budget and Statement of Salaries and Wages
 - e. Resolution 10-19-06: 2020 Fees & Charges Approval
 - f. Resolution 10-19-07: 2019 Additional Appropriation
- IV. Resolution 10-19-08: 2020 Board Meeting Dates: (MJB)
- V. Manager's Report (AC)
 - a. Barge Operations: Update
 - b. Sediment Management Project – property acquisition
 - i. Resolution 10-19-09- Intent to Purchase Property
 - c. Manager's Task Force
 - i. Capital Campaign
 - ii. Finance
 - d. Off Season Park Admittance/usage Discussion
- VI. Conflict of Interest Forms (MJB)
 - a. Lora Schell – Marina/Club Agreement & Boat Permit Sales
 - i. 2020 Schell Marina, LLC – Marina/Club Agreement
 - ii. 2020 Schell Marina, LLC – Service Agreement, Sale of Boat Permits
- VII. Approval of 2020 Agreements
 - a. 2020 Surplus Parcel Agreement: Freeholders
 - b. 2020 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
 - c. 2020 Commercial Surplus Parcel Agreement: Pop's Dock & Lifts
 - d. 2020 Land Use Agreement – Kenneth Clark
 - e. 2020 Agreement for the use of Riddle Point Park Property: Boys & Girls Club

- f. 2020 Marina/Club Agreement: BYC
- g. 2020 Riddle Point Park Use Agreement: Riddle Point Rowing Association
- h. 2020 Special Use Agreement: Slalom Course, IU Waterski and Wakeboard
- i. 2020 IU Rowing Team Agreement
- j. 2020 Watkins Accounting – Accounting Services Agreement
- k. 2020 Carmin Parker PC – Legal Services Agreement
- l. 2020 First Insurance Group – Insurance Agreement

VIII. 2020 Board Election Update

- IX. Strategic Planning Committee: Update (MJB)
- a. General Update
 - i. 10/11/19-Meeting Minutes

X. Public Comment (MJB)

- XI. New Business/ Correspondence for Future Agenda (MJB)
- a. Thursday, December 12th, 2019: Board Meeting; 6:00 PM at the City of Bloomington Utilities Building

XII. Adjournment (MJB)

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Pam Dugan, Chairman
Action Requested	Approval
Item/Subject	September 26, 2019 Board Meeting Minutes
Dollar Amount	N/A
Meeting Date	October 31st, 2019
Summary	A draft of the minutes for the September 26, 2019 Board Meeting Minutes is provided for Comment, Corrections, additions, or deletions.
Staff Recommendation	Approval of the September 26th, 2019 Board meeting minutes

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting

Riddle Point Park Shelter House

September 26th, 2019

6:00 p.m.

The September 26th, 2019 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Riddle Point Shelter House and was called to order by Chairman Pam Dugan at 6:00 PM.

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

- I. Call Meeting to Order / Chairman's Remarks (Dugan)
- II. Approval of August 24th, 2019 Board Meeting Minutes (Dugan)

BROWN MOTIONED TO APPROVE THE AUGUST 24, 2019 BOARD MEETING MINUTES. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.

- III. Treasurer's Report (Blackwell)
 - a. August Budget Highlights
 - i. August Income: \$23,889
 - ii. August Expenditures: \$103,778
 - b. August Report of Claims: Approval of Allowance of Vouchers

DUGAN MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR JULY 2019. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- c. Blackwell led a discussion on the 2020 Fees and Charges.
 - i. Wadzinski presented an idea to raise the fees for wake boats.
 - ii. No changes were made to the proposed 2020 Fees and Charges.

IV. Public Hearing: 2020 Proposed Budget

- a. Blackwell presented a new fund, Cumulative Maintenance Fund, which would be separate from the General Fund and funded by an additional \$0.03 per \$100.00 of assessed value tax.
 - i. The Board must vote approve it by April 1, 2020 for it to take effect in 2021.

V. Manager's Report (Casey)

- a. Casey updated the board on the Barge operations for the season.
 - i. The dredging staff have dug out 1,489 yards from zone 125, 5,700 yards from zone 138, 3500 yards from 136, and 12,519 cumulative yards total.
- b. Casey announced that we spent a total of \$36,612.00 on the spraying of submerged and emergent vegetation this year.
- c. Casey discussed the findings of the Sediment Transport Study.
 - i. The report from Christopher Burke showed around 153,000 cubic yards of sediment settling into the whole lake on an annual basis. Around 43,000 cubic yards are settling in to the delta area.
 - ii. The sediment settling in the delta is heavy sands and gravels, and the rest is a very fine clay silt that stays suspended in the water for a long period of time comparatively.
- d. Casey discussed his findings on the Property Acquisition Process for us as a Conservancy District.
 - i. As a conservancy, we must have two appraisals of the potential property done, and can only offer a maximum of the average between the two appraisals.
 - 1. If the appraisals are done quickly, we could have a potential resolution to purchase the property across from Little Africa at the October 24th, 2019 Board Meeting.
 - 2. Casey also discussed retrieving quotes for a disposal site plan for the potential property.
 - ii. Casey requested approval for two appraisals to be done on the property across from Little Africa in the amount of \$1,250.00

BLACKWELL MOTIONED TO APPROVE TWO APPRAISALS IN THE AMOUNT OF \$1,250.00. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED

VI. 2020 Board Meeting Dates Discussion

- a. The Board discussed moving the summer meetings to the Boys and Girls club facility instead of the Shelter house.
 - i. Casey will get in touch with the Boys and Girls club about that possibility.

VII. Strategic Planning Committee: Update (Brown)

- a. Cathy McClure gave a recap on the 2019 Lemon-Aid Days Fundraiser.
 - i. The total profit for the fundraiser was \$10,345.31.
 - ii. The balance for the Brown County Community Fund is \$3,290.00 as of September 25th, 2019.
 - iii. The balance for the Monroe County Community Fund is \$6,305.08 as of September 25th, 2019.
- b. Casey will present a modified lotus maintenance line at the October Board Meeting.
- c. The next SPC Meeting will be held on Friday October 11th, 2019 at the LLCD Office.

VIII. Public Comment

- a. Frank Van Overmeiren further discussed a District VII sewer system and water treatment plant.
 - i. Requested a Letter of Support from the LLCD Board of Directors.
 - ii. Requested access to the use of Constant Contact for updates and notifications on the progress of the project.
 - iii. Frank requested the use of the Riddle Point Shelter House on October 12th, 2019. This will be a public meeting to discuss progress of the sewer initiative.

IX. New Business/ Correspondence for Future Agenda (Dugan)

- a. The Next Board Meeting will take place on Thursday October 24th, 2019, 6:00pm, at the City of Bloomington Utilities Building.

X. Adjournment

BROWN MOTIONED TO ADJOURN THE AUGUST 24TH, 2019 BOARD OF DIRECTORS MEETING AT 7:29 P.M. SCHELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.

RESPECTFULLY SUBMITTED BY:

Alex Snooks, Operations Supervisor

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Review
Item/Subject	September, 2019 Financial Update
Dollar Amount	N/A
Meeting Date	October 31st, 2019
Summary	Financial report showing end of September 2019 Balance sheet, Income, Expense, 2018 comparison, and reconciliation data.
Staff Recommendation	N/A

LAKE LEMON CONSERVANCY

FINANCIAL STATEMENTS

For the Period Ending

January 1, 2019 thru September 30, 2019

(UNAUDITED)

**Watkins Accounting
113 E. 19th Street
Bloomington, IN 47408**

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of September 30, 2019 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

The following are the company's significant accounting policies under this basis:

Income Tax. No provision or liability for income taxes has been included in the financial statements.

Provision for Doubtful Accounts. No provision for doubtful accounts is made. The company follows the practice of charging off all accounts deemed uncollectible directly to expense.

Property and Equipment. Property and equipment, as well as liabilities pertaining thereto, are recorded at cost as determined for income tax purposes.

Shirley Watkins, CPA
October 2, 2019

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10/02/19
Accrual Basis

LAKE LEMON CONSERVANCY
Balance Sheet
As of September 30, 2019

	<u>Sep 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	349,614.84
1010 · Petty Cash	2,245.00
1020 · Change Fund	200.00
1030 · CD's General Fund	117,456.44
1040 · CD's Cumulative Maint Fund	101,912.41
1050 · Savings Account	5,167.62
Total Checking/Savings	<u>576,596.31</u>
Total Current Assets	576,596.31
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	354,750.00
1680 · Other Fixed Assets	239,581.79
Total Fixed Assets	<u>731,086.15</u>
TOTAL ASSETS	<u>1,307,682.46</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	4,188.50
2020 · State & Co. Withholding Payable	705.58
Total Other Current Liabilities	<u>4,894.08</u>
Total Current Liabilities	<u>4,894.08</u>
Total Liabilities	4,894.08
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	503,214.77
3060 · Cumulative Maintenance Fund	96,942.92
3200 · Retained Earnings	608,688.89
Net Income	-7,431.86
Total Equity	<u>1,302,788.38</u>
TOTAL LIABILITIES & EQUITY	<u>1,307,682.46</u>

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10/02/19

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
September 2019

	Sep 19	Jan - Sep 19
Income		
4000 · Watercraft Permits	4,498.00	109,688.06
4010 · Launch Fees	2,185.00	23,184.00
4020 · Marina & Club Fees	0.00	9,187.50
4030 · Sublease & Access Fees	1,220.00	26,245.00
4040 · Property Tax - Brown Co.	0.00	45,483.79
4050 · Property Tax -Monroe Co.	0.00	137,952.79
4060 · Interest	0.00	3,227.48
4070 · Grants & Donations	90.00	14,045.00
4080 · Fishing Tournament	0.00	850.00
4090 · Park Reservations	125.00	2,400.00
4100 · Park Admission Fees	1,141.00	51,695.00
4130 · Dredging/Rip-Rap Income	12,000.00	21,500.00
Total Income	21,259.00	445,458.62
Expense		
6000 · Manager	5,061.54	48,084.63
6001 · Operations Supervisor	2,615.38	24,846.11
6010 · FICA	1,214.25	10,641.45
6020 · State Unemployment Tax	0.00	19.25
6025 · Merchant Fees	187.57	1,538.99
6030 · Retirement	1,090.12	10,356.14
6070 · Gate Attendant	1,931.38	20,348.16
6100 · Lake Patrol	102.00	633.00
6110 · Lake Biologist	0.00	458.00
6111 · Dredger	2,900.00	15,065.50
6112 · Dredger (Other)	333.50	13,486.98
6113 · Assistant Dredger	1,881.00	8,766.00
6114 · Assistant Dredger (Other)	207.00	4,718.25
6115 · Dredger (Private)	507.50	1,653.00
6116 · Assistant Dredger (Private)	333.00	1,044.00
6120 · Season & Launch Permits	0.00	1,883.39
6130 · Daily Permits	0.00	270.00
6140 · Receipt/Tickets Books	0.00	350.50
6150 · Checks	317.97	317.97
6160 · Printer, Copier & Computer Supp	0.00	867.19
6170 · Miscellaneous-Other	0.00	1,009.49
6180 · Postage	0.00	310.00
6190 · General Business Supplies	121.91	651.97
6200 · Regular Gas	1,600.20	5,771.36
6210 · Diesel	1,722.20	8,986.43
6240 · Building & Grounds	18.56	2,101.77
6250 · Boat/Weed Harvester/Truck	0.00	875.86
6251 · Dredging Supplies	212.71	9,849.26
6252 · Rip Rap/Erosion Control	0.00	1,168.46
6290 · Signs & Nautical Markers	121.02	3,270.41
6300 · Accounting Services	450.00	4,050.00
6310 · Grass	1,760.00	8,800.00
6320 · Attorney	0.00	240.00
6330 · Consulting Engineer	17,632.75	72,128.81
6350 · Other Prof/Secretarial Service	2,000.00	4,500.00
6370 · Phone, LDT, Pager, E-Mail	276.07	2,475.71
6390 · Hotel	0.00	396.50
6400 · Meals	0.00	52.00
6410 · Subscriptions	0.00	1,191.25
6430 · Ads	21.11	64.14
6440 · Other	0.00	802.37
6450 · Insurance	668.10	38,054.85
6460 · Electric	330.95	3,520.60
6470 · Water	102.27	569.94
6480 · Trash	192.21	1,447.86
6490 · Port-O-Lets	191.25	3,655.25
6500 · Pump Holding Tank	0.00	800.00
6510 · Building & Grounds Expense	46.87	7,887.97
6520 · Boat	0.00	805.77
6530 · Truck	0.00	525.04

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10/02/19

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss YTD Comparison
September 2019

	Sep 19	Jan - Sep 19
6541 · Dredging Equipment Maintenance	68.84	14,598.50
6542 · Equipment Rental	0.00	5,967.06
6560 · Water Testing	5,218.00	5,623.00
6570 · Lake Weed Treatment	8,385.00	36,612.00
6600 · 6% MarinaPermit Sales	601.38	2,012.82
6620 · Dam/Spillway Inspection	0.00	5,343.22
6630 · Spillway Repairs	0.00	550.00
6661 · Disposal Site Preparation	0.00	12,942.53
6680 · Other Services and Charges	0.00	1,829.77
6681 · Fireworks	0.00	8,000.00
6720 · Utility Vehicle	0.00	8,100.00
Total Expense	60,423.61	452,890.48
Net Income	-39,164.61	-7,431.86

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10/08/19
Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Budget vs. Actual

January through September 2019

	Jan - Sep 19	Budget	\$ Over Budget	% of Budget
Income				
4000 · Watercraft Permits	109,688.06	115,000.00	-5,311.94	95.4%
4010 · Launch Fees	23,184.00	21,000.00	2,184.00	110.4%
4020 · Marina & Club Fees	9,187.50	9,000.00	187.50	102.1%
4030 · Sublease & Access Fees	26,245.00	27,000.00	-755.00	97.2%
4040 · Property Tax - Brown Co.	45,483.79	82,420.00	-36,936.21	55.2%
4050 · Property Tax -Monroe Co.	137,952.79	234,580.00	-96,627.21	58.8%
4060 · Interest	3,227.48	1,250.00	1,977.48	258.2%
4070 · Grants & Donations	14,045.00	7,000.00	7,045.00	200.6%
4080 · Fishing Tournament	850.00	1,500.00	-650.00	56.7%
4090 · Park Reservations	2,400.00	4,000.00	-1,600.00	60.0%
4100 · Park Admisioin Fees	51,695.00	40,000.00	11,695.00	129.2%
4110 · Concessions	0.00	1,000.00	-1,000.00	0.0%
4130 · Dredging/Rip-Rap Income	21,500.00	20,000.00	1,500.00	107.5%
Total Income	445,458.62	563,750.00	-118,291.38	79.0%
Expense				
6000 · Manager	48,084.63	59,800.00	-11,715.37	80.4%
6001 · Operations Supervisor	24,846.11	35,000.00	-10,153.89	71.0%
6010 · FICA	10,641.45	13,700.00	-3,058.55	77.7%
6020 · State Unemployment Tax	19.25	800.00	-780.75	2.4%
6025 · Merchant Fees	1,538.99	1,200.00	338.99	128.2%
6030 · Retirement	10,356.14	14,000.00	-3,643.86	74.0%
6040 · Health Insurance	0.00	6,000.00	-6,000.00	0.0%
6050 · Life Insurance	0.00	0.00	0.00	0.0%
6060 · Dental Insurance	0.00	0.00	0.00	0.0%
6070 · Gate Attendant	20,348.16	21,000.00	-651.84	96.9%
6080 · Seasonal Labor	0.00	0.00	0.00	0.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	633.00	4,800.00	-4,167.00	13.2%
6110 · Lake Biologist	458.00	0.00	458.00	100.0%
6111 · Dredger	15,065.50	23,400.00	-8,334.50	64.4%
6112 · Dredger (Other)	13,486.98	14,625.00	-1,138.02	92.2%
6113 · Assistant Dredger	8,766.00	12,000.00	-3,234.00	73.1%
6114 · Assistant Dredger (Other)	4,718.25	6,000.00	-1,281.75	78.6%
6115 · Dredger (Private)	1,653.00	3,900.00	-2,247.00	42.4%
6116 · Assistant Dredger (Private)	1,044.00	2,000.00	-956.00	52.2%
6120 · Season & Launch Permits	1,883.39	2,000.00	-116.61	94.2%
6130 · Daily Permits	270.00	400.00	-130.00	67.5%
6140 · Receipt/Tickets Books	350.50	400.00	-49.50	87.6%
6150 · Checks	317.97	200.00	117.97	159.0%
6160 · Printer, Copier & Computer Supp	867.19	800.00	67.19	108.4%
6170 · Miscellaneous-Other	1,009.49	1,300.00	-290.51	77.7%
6180 · Postage	310.00	750.00	-440.00	41.3%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	651.97	750.00	-98.03	86.9%
6200 · Regular Gas	5,771.36	6,000.00	-228.64	96.2%

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10/08/19

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through September 2019

	Jan - Sep 19	Budget	\$ Over Budget	% of Budget
6210 · Diesel	8,986.43	7,000.00	1,986.43	128.4%
6220 · Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 · Medical Supplies	0.00	0.00	0.00	0.0%
6240 · Building & Grounds	2,101.77	6,000.00	-3,898.23	35.0%
6250 · Boat/Weed Harvester/Truck	875.86	1,500.00	-624.14	58.4%
6251 · Dredging Supplies	9,849.26	12,000.00	-2,150.74	82.1%
6252 · Rip Rap/Erosion Control	1,168.46	15,000.00	-13,831.54	7.8%
6260 · Uniforms	0.00	200.00	-200.00	0.0%
6270 · Boat Equipment	0.00	0.00	0.00	0.0%
6280 · Radio/Communication Equipment	0.00	1,000.00	-1,000.00	0.0%
6290 · Signs & Nautical Markers	3,270.41	2,500.00	770.41	130.8%
6300 · Accounting Services	4,050.00	5,400.00	-1,350.00	75.0%
6310 · Grass	8,800.00	10,560.00	-1,760.00	83.3%
6320 · Attorney	240.00	4,000.00	-3,760.00	6.0%
6325 · Fish Management Survey	0.00	0.00	0.00	0.0%
6330 · Consulting Engineer	72,128.81	0.00	72,128.81	100.0%
6340 · State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 · Other Prof/Secretarial Service	4,500.00	1,000.00	3,500.00	450.0%
6370 · Phone, LDT, Pager, E-Mail	2,475.71	3,000.00	-524.29	82.5%
6380 · Travel	0.00	0.00	0.00	0.0%
6390 · Hotel	396.50	300.00	96.50	132.2%
6400 · Meals	52.00	150.00	-98.00	34.7%
6410 · Subscriptions	1,191.25	800.00	391.25	148.9%
6420 · Newsletter	0.00	600.00	-600.00	0.0%
6430 · Ads	64.14	500.00	-435.86	12.8%
6440 · Other	802.37	1,500.00	-697.63	53.5%
6450 · Insurance	38,054.85	45,000.00	-6,945.15	84.6%
6460 · Electric	3,520.60	5,000.00	-1,479.40	70.4%
6470 · Water	569.94	750.00	-180.06	76.0%
6480 · Trash	1,447.86	1,500.00	-52.14	96.5%
6490 · Port-O-Lets	3,655.25	2,000.00	1,655.25	182.8%
6500 · Pump Holding Tank	800.00	800.00	0.00	100.0%
6510 · Building & Grounds Expense	7,887.97	15,500.00	-7,612.03	50.9%
6520 · Boat	805.77	2,000.00	-1,194.23	40.3%
6530 · Truck	525.04	1,000.00	-474.96	52.5%
6540 · Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 · Dredging Equipment Maintenance	14,598.50	10,000.00	4,598.50	146.0%
6542 · Equipment Rental	5,967.06	5,000.00	967.06	119.3%
6550 · Operating Loan	0.00	0.00	0.00	0.0%
6560 · Water Testing	5,623.00	6,500.00	-877.00	86.5%
6570 · Lake Weed Treatment	36,612.00	50,000.00	-13,388.00	73.2%
6580 · Erosion Control/Matching Fund	0.00	0.00	0.00	0.0%
6590 · Contingency Funds 10%	0.00	5,000.00	-5,000.00	0.0%
6600 · 6% Marina Permit Sales	2,012.82	2,300.00	-287.18	87.5%
6610 · Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 · Dam/Spillway Inspection	5,343.22	5,000.00	343.22	106.9%
6630 · Spillway Repairs	550.00	0.00	550.00	100.0%

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10/08/19

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Budget vs. Actual
 January through September 2019

	Jan - Sep 19	Budget	\$ Over Budget	% of Budget
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	10,000.00	-10,000.00	0.0%
6660 · Dredging/Engineering	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	12,942.53	10,000.00	2,942.53	129.4%
6662 · Debt Service-Dredging Loan	0.00	67,000.00	-67,000.00	0.0%
6663 · Barge Assembly	0.00	0.00	0.00	0.0%
6670 · Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 · Other Services and Charges	1,829.77	1,500.00	329.77	122.0%
6681 · Fireworks	8,000.00	6,500.00	1,500.00	123.1%
6682 · Ramp Repairs	0.00	2,000.00	-2,000.00	0.0%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	0.00	0.00	0.00	0.0%
6701 · Barge	0.00	0.00	0.00	0.0%
6702 · Push Boat/Motors	0.00	0.00	0.00	0.0%
6703 · Excavator	0.00	0.00	0.00	0.0%
6710 · Boat Dock	0.00	0.00	0.00	0.0%
6720 · Utility Vehicle	8,100.00	0.00	8,100.00	100.0%
6730 · Patrol Boat	0.00	0.00	0.00	0.0%
6740 · Work Boat (Pontoon)	0.00	0.00	0.00	0.0%
6760 · Other Capital Outlays	0.00	0.00	0.00	0.0%
6770 · LLC/D Pick-up Truck	0.00	0.00	0.00	0.0%
Total Expense	452,890.48	563,185.00	-110,294.52	80.4%
Net Income	-7,431.86	565.00	-7,996.86	-1,315.4%

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10/02/19

Accrual Basis

LAKE LEMON CONSERVANCY

Profit & Loss Prev Year Comparison

January through September 2019

	Jan - Sep 19	Jan - Sep 18	\$ Change	% Change
Income				
4000 · Watercraft Permits	109,688.06	104,934.00	4,754.06	4.5%
4010 · Launch Fees	23,184.00	20,060.00	3,124.00	15.6%
4020 · Marina & Club Fees	9,187.50	8,400.00	787.50	9.4%
4030 · Sublease & Access Fees	26,245.00	26,830.00	-585.00	-2.2%
4040 · Property Tax - Brown Co.	45,483.79	36,666.54	8,817.25	24.1%
4050 · Property Tax - Monroe Co.	137,952.79	115,671.09	22,281.70	19.3%
4060 · Interest	3,227.48	899.87	2,327.61	258.7%
4070 · Grants & Donations	14,045.00	12,945.00	1,100.00	8.5%
4080 · Fishing Tournament	850.00	750.00	100.00	13.3%
4090 · Park Reservations	2,400.00	3,175.00	-775.00	-24.4%
4100 · Park Admission Fees	51,695.00	46,338.00	5,357.00	11.6%
4130 · Dredging/Rip-Rap Income	21,500.00	3,198.85	18,301.15	572.1%
Total Income	445,458.62	379,868.35	65,590.27	17.3%
Expense				
6000 · Manager	48,084.63	38,000.00	10,084.63	26.5%
6001 · Operations Supervisor	24,846.11	0.00	24,846.11	100.0%
6010 · FICA	10,641.45	9,708.04	933.41	9.6%
6020 · State Unemployment Tax	19.25	245.93	-226.68	-92.2%
6025 · Merchant Fees	1,538.99	1,343.78	195.21	14.5%
6030 · Retirement	10,356.14	6,072.00	4,284.14	70.6%
6040 · Health Insurance	0.00	4,256.35	-4,256.35	-100.0%
6070 · Gate Attendant	20,348.16	22,949.90	-2,601.74	-11.3%
6100 · Lake Patrol	633.00	568.00	65.00	11.4%
6110 · Lake Biologist	458.00	10,186.39	-9,728.39	-95.5%
6111 · Dredger	15,065.50	16,016.00	-950.50	-5.9%
6112 · Dredger (Other)	13,486.98	16,077.38	-2,590.40	-16.1%
6113 · Assistant Dredger	8,766.00	14,337.00	-5,571.00	-38.9%
6114 · Assistant Dredger (Other)	4,718.25	7,861.00	-3,142.75	-40.0%
6115 · Dredger (Private)	1,653.00	596.75	1,056.25	177.0%
6116 · Assistant Dredger (Private)	1,044.00	310.00	734.00	236.8%
6120 · Season & Launch Permits	1,883.39	1,949.80	-66.41	-3.4%
6130 · Daily Permits	270.00	270.00	0.00	0.0%
6140 · Receipt/Tickets Books	350.50	440.49	-89.99	-20.4%
6150 · Checks	317.97	99.90	218.07	218.3%
6160 · Printer, Copier & Computer Supp	867.19	286.23	580.96	203.0%
6170 · Miscellaneous-Other	1,009.49	1,132.23	-122.74	-10.8%
6180 · Postage	310.00	749.03	-439.03	-58.6%
6185 · Receipt Books	0.00	741.39	-741.39	-100.0%
6190 · General Business Supplies	651.97	985.13	-333.16	-33.8%
6200 · Regular Gas	5,771.36	5,355.46	415.90	7.8%
6210 · Diesel	8,986.43	9,744.87	-758.44	-7.8%
6240 · Building & Grounds	2,101.77	2,105.63	-3.86	-0.2%
6250 · Boat/Weed Harvester/Truck	875.86	414.76	461.10	111.2%
6251 · Dredging Supplies	9,849.26	9,454.66	394.60	4.2%
6252 · Rip Rap/Erosion Control	1,168.46	1,958.73	-790.27	-40.4%
6260 · Uniforms	0.00	569.53	-569.53	-100.0%
6290 · Signs & Nautical Markers	3,270.41	4,362.49	-1,092.08	-25.0%
6300 · Accounting Services	4,050.00	4,500.00	-450.00	-10.0%
6310 · Grass	8,800.00	8,800.00	0.00	0.0%
6320 · Attorney	240.00	1,627.50	-1,387.50	-85.3%
6325 · Fish Management Survey	0.00	4,000.00	-4,000.00	-100.0%
6330 · Consulting Engineer	72,128.81	32,926.99	39,201.82	119.1%
6350 · Other Prof/Secretarial Service	4,500.00	921.00	3,579.00	388.6%
6370 · Phone, LDT, Pager, E-Mail	2,475.71	2,482.93	-7.22	-0.3%
6390 · Hotel	396.50	180.00	216.50	120.3%
6400 · Meals	52.00	123.01	-71.01	-57.7%
6410 · Subscriptions	1,191.25	541.99	649.26	119.8%
6420 · Newsletter	0.00	714.00	-714.00	-100.0%
6430 · Ads	64.14	35.04	29.10	83.1%
6440 · Other	802.37	600.60	201.77	33.6%
6450 · Insurance	38,054.85	36,352.00	1,702.85	4.7%
6460 · Electric	3,520.60	4,209.55	-688.95	-16.4%
6470 · Water	569.94	561.29	8.65	1.5%
6480 · Trash	1,447.86	1,293.06	154.80	12.0%

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10/02/19

Accrual Basis

LAKE LEMON CONSERVANCY
Profit & Loss Prev Year Comparison
January through September 2019

	Jan - Sep 19	Jan - Sep 18	\$ Change	% Change
6490 · Port-O-Lets	3,655.25	360.00	3,295.25	915.4%
6500 · Pump Holding Tank	800.00	500.00	300.00	60.0%
6510 · Building & Grounds Expense	7,887.97	4,941.02	2,946.95	59.6%
6520 · Boat	805.77	2,279.14	-1,473.37	-64.7%
6530 · Truck	525.04	41.99	483.05	1,150.4%
6541 · Dredging Equipment Maintenance	14,598.50	1,836.59	12,761.91	694.9%
6542 · Equipment Rental	5,967.06	5,074.00	893.06	17.6%
6560 · Water Testing	5,623.00	5,771.00	-148.00	-2.6%
6570 · Lake Weed Treatment	36,612.00	36,891.60	-279.60	-0.8%
6600 · 6% Marina Permit Sales	2,012.82	2,035.62	-22.80	-1.1%
6620 · Dam/Spillway Inspection	5,343.22	0.00	5,343.22	100.0%
6630 · Spillway Repairs	550.00	0.00	550.00	100.0%
6661 · Disposal Site Preparation	12,942.53	3,364.21	9,578.32	284.7%
6680 · Other Services and Charges	1,829.77	1,000.00	829.77	83.0%
6681 · Fireworks	8,000.00	6,500.00	1,500.00	23.1%
6700 · Computer Equipment	0.00	1,299.94	-1,299.94	-100.0%
6720 · Utility Vehicle	8,100.00	0.00	8,100.00	100.0%
Total Expense	452,890.48	360,912.92	91,977.56	25.5%
Net Income	-7,431.86	18,955.43	-26,387.29	-139.2%

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10/02/19

LAKE LEMON CONSERVANCY
Reconciliation Summary
1000 - Peoples State Bank, Period Ending 09/30/2019

	Sep 30, 19
Beginning Balance	393,883.37
Cleared Transactions	
Checks and Payments - 27 items	-64,807.53
Deposits and Credits - 11 items	21,124.00
Total Cleared Transactions	-43,683.53
Cleared Balance	350,199.84
Uncleared Transactions	
Checks and Payments - 2 items	-720.00
Deposits and Credits - 1 item	135.00
Total Uncleared Transactions	-585.00
Register Balance as of 09/30/2019	349,614.84
Ending Balance	349,614.84

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	September Report of Claims: Approval of Vouchers
Dollar Amount	\$53,551.71
Meeting Date	October 31st, 2019
Summary	Report showing check detail and payroll expenditures for September 2019
Staff Recommendation	Approval of September 2019 Report of Claims



Lake Lemon Conservancy District

Date: October 31, 2019

ALLOWANCE OF VOUCHERS

Mike Blackwell
Treasurer

(Report of Claims- September 2019)

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 6 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$53,551.71

Dated this 31st Day of October 2019

Signature of Governing Board

PAM DUGAN, CHAIRMAN

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

DEBRA LADYMAN, Sub-Area II

LORA SCHELL, Sub-Area IV

LES WADZINSKI, Sub-Area V

9:48 AM
10/07/19

LAKE LEMON CONSERVANCY
Check Detail
September 2019

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4791	9/3/2019	SCHELL MARINA, LLC		1000 · Peoples Sta...		-601.38
					6600 · 6% MarinaP...	-601.38	601.38
TOTAL						-601.38	601.38
Check	4792	9/9/2019	LOWE'S COMPANIES, INC.		1000 · Peoples Sta...		0.00
TOTAL						0.00	0.00
Check	4793	9/9/2019	B & B WATER CORP		1000 · Peoples Sta...		-102.27
					6470 · Water	-102.27	102.27
TOTAL						-102.27	102.27
Check	4794	9/9/2019	INDIANA UNIVERSITY RESEARCH		1000 · Peoples Sta...		-5,218.00
			1st payment 2019/20 agreement		6560 · Water Testing	-5,218.00	5,218.00
TOTAL						-5,218.00	5,218.00
Check	4795	9/9/2019	FIRST INSURANCE GROUP		1000 · Peoples Sta...		-8.00
					6450 · Insurance	-8.00	8.00
TOTAL						-8.00	8.00
Check	4796	9/9/2019	WRIGHT-HENNEPIN COOPERATIVE E...		1000 · Peoples Sta...		-22.95
					6460 · Electric	-22.95	22.95
TOTAL						-22.95	22.95
Check	4797	9/9/2019	AQUATIC CONTROL, INC.		1000 · Peoples Sta...		-8,385.00
				Lotus Treatment	6570 · Lake Weed ...	-8,385.00	8,385.00
TOTAL						-8,385.00	8,385.00
Check	4798	9/9/2019	BLOOMINGTON HARDWARE		1000 · Peoples Sta...		-18.56
					6240 · Building & G...	-18.56	18.56
TOTAL						-18.56	18.56

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LAKE LEMON CONSERVANCY
Check Detail
September 2019

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	4799	9/9/2019	N. ANDERSON EXCAVATING & LAWN...		1000 · Peoples Sta...		-1,760.00
					6310 · Grass	-1,760.00	1,760.00
TOTAL						-1,760.00	1,760.00
Check	4800	9/9/2019	LOWE'S COMPANIES, INC.		1000 · Peoples Sta...		-121.91
			Cleaning Supplies		6190 · General Busi...	-121.91	121.91
TOTAL						-121.91	121.91
Check	4801	9/13/2019	INDIANA STATE CENTRAL COLLECTI...		1000 · Peoples Sta...		-270.00
			Child Support-Covered by Payroll Deduction		2040 · CHILD SUP...	-270.00	270.00
TOTAL						-270.00	270.00
Check	4802	9/16/2019	WATKINS ACCOUNTING		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	4803	9/16/2019	VISA		1000 · Peoples Sta...		-449.44
			Office Table		6510 · Building & G...	-46.87	46.87
			Grease, Welding gloves		6251 · Dredging Su...	-212.71	212.71
			Hose, Thermostat, Gasket		6541 · Dredging Eq...	-68.84	68.84
			No wake signs		6290 · Signs & Nau...	-121.02	121.02
TOTAL						-449.44	449.44
Check	4804	9/16/2019	FIRST INSURANCE GROUP		1000 · Peoples Sta...		-660.10
					6450 · Insurance	-660.10	660.10
TOTAL						-660.10	660.10
Check	4805	9/16/2019	WHITE RIVER CO-OP		1000 · Peoples Sta...		-3,322.40
					6200 · Regular Gas	-1,600.20	1,600.20
					6210 · Diesel	-1,722.20	1,722.20
TOTAL						-3,322.40	3,322.40
Check	4806	9/16/2019	STAPLES CREDIT PLAN		1000 · Peoples Sta...		-21.11

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10/07/19

LAKE LEMON CONSERVANCY
Check Detail
September 2019

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
				Election Postcards	6430 · Ads	-21.11	21.11
TOTAL						-21.11	21.11
Check	4807	9/16/2019	REPUBLIC SERVICES		1000 · Peoples Sta...		-192.21
					6480 · Trash	-192.21	192.21
TOTAL						-192.21	192.21
Check	4808	9/16/2019	COMCAST CABLE		1000 · Peoples Sta...		-276.07
					6370 · Phone, LDT,...	-276.07	276.07
TOTAL						-276.07	276.07
Check	4809	9/16/2019	IZZY'S RENTAL		1000 · Peoples Sta...		-191.25
					6490 · Port-O-Lets	-191.25	191.25
TOTAL						-191.25	191.25
Check	4810	9/23/2019	SCI REMC		1000 · Peoples Sta...		-308.00
					6460 · Electric	-308.00	308.00
TOTAL						-308.00	308.00
Check	4811	9/23/2019	JOHNSON, GROSSNICKLE AND ASS...		1000 · Peoples Sta...		-2,000.00
			Final Payment-Capital Campaign Training		6350 · Other Prof/S...	-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Check	4812	9/24/2019	CHRISTOPHER B BURKE ENGINEERI...		1000 · Peoples Sta...		-17,632.75
			Final Payment- Sediment Transport Study		6330 · Consulting E...	-17,632.75	17,632.75
TOTAL						-17,632.75	17,632.75
Check	4813	9/30/2019	INDIANA STATE CENTRAL COLLECTI...		1000 · Peoples Sta...		-270.00
			Child Support-Covered by Payroll Deduction		2040 · CHILD SUP...	-270.00	270.00
TOTAL						-270.00	270.00

Total: \$42,281.40

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

September 2019

	Allender, Clinton L			Bode, Randall S			Brown, Andrew M			Casey, Adam W			Hopki...
	Hours	Rate	Sep 19	Hours	Rate	Sep 19	Hours	Rate	Sep 19	Hours	Rate	Sep 19	Hours
Employee Wages, Taxes and Adjustments													
Gross Pay													
Salary-6000			0.00			0.00			0.00			5,061.54	
Salary-6001			0.00			0.00			0.00			0.00	
Reg. Pay-6070			0.00	60.5	10.50	635.25	83.75	9.50	795.63			0.00	45.5
Reg. Pay-6100			0.00			0.00			0.00			0.00	
Reg. Pay-6110			0.00			0.00			0.00			0.00	
Reg. Pay-6111	100	29.00	2,900.00			0.00			0.00			0.00	
Reg. Pay-6112	11.5	29.00	333.50			0.00			0.00			0.00	
Reg. Pay-6113		20.00	0.00			0.00			0.00			0.00	
Reg. Pay-6114		20.00	0.00			0.00			0.00			0.00	
Reg. Pay-6115	17.5	29.00	507.50			0.00			0.00			0.00	
Reg. Pay-6116		20.00	0.00			0.00			0.00			0.00	
Total Gross Pay	129		3,741.00	60.5		635.25	83.75		795.63			5,061.54	45.5
Deductions from Gross Pay													
Insurance			0.00			0.00			0.00			0.00	
Retirement			0.00			0.00			0.00			-303.70	
Total Deductions from Gross Pay			0.00			0.00			0.00			-303.70	
Adjusted Gross Pay	129		3,741.00	60.5		635.25	83.75		795.63			4,757.84	45.5
Taxes Withheld													
Federal Withholding			-451.00			-31.00			-48.00			-730.00	
Medicare Employee			-54.24			-9.21			-11.54			-73.40	
Social Security Employee			-231.94			-39.38			-49.33			-313.82	
IN - Withholding			-120.83			-20.52			-25.70			-153.68	
Law. Co.			-65.47			0.00			0.00			0.00	
Medicare Employee Addl Tax			0.00			0.00			0.00			0.00	
Monroe Co.			0.00			-8.54			-10.70			-52.10	
Total Taxes Withheld			-923.48			-108.65			-145.27			-1,323.00	
Deductions from Net Pay													
Child Support			-540.00			0.00			0.00			0.00	
Total Deductions from Net Pay			-540.00			0.00			0.00			0.00	
Net Pay	129		2,277.52	60.5		526.60	83.75		650.36			3,434.84	45.5
Employer Taxes and Contributions													
Federal Unemployment			0.00			2.34			4.77			0.00	
Medicare Company			54.24			9.21			11.54			73.40	
Social Security Company			231.94			39.38			49.33			313.82	
IN - Unemployment Company			0.00			3.18			3.98			0.00	
Total Employer Taxes and Contributions			286.18			54.11			69.62			387.22	

LAKE LEMON CONSERVANCY DISTRICT
Payroll Summary
September 2019

	Hopkins, Matthe...		Schreiner, James R		Snooks, Franklin A			Sullivan, Calab D			TOTAL		
	Rate	Sep 19	Hours	Rate	Sep 19	Hours	Rate	Sep 19	Hours	Rate	Sep 19	Hours	Rate
Employee Wages, Taxes and Adjustments													
Gross Pay													
Salary-6000		0.00			0.00			0.00			0.00		
Salary-6001		0.00			0.00		2,615.38				0.00		
Reg. Pay-6070	11.00	500.50		16.00	0.00		11.50	0.00			0.00	189.75	
Reg.Pay-6100		0.00	8.5	12.00	102.00			0.00			0.00	8.50	
Reg.Pay-6110		0.00		18.00	0.00		11.50	0.00			0.00		
Reg.Pay-6111		0.00			0.00			0.00			0.00	100.00	
Reg.Pay-6112		0.00		18.00	0.00			0.00			0.00	11.50	
Reg.Pay-6113		0.00		18.00	0.00			0.00	104.5	18.00	1,881.00	104.50	
Reg.Pay-6114		0.00		18.00	0.00			0.00	11.5	18.00	207.00	11.50	
Reg.Pay-6115		0.00			0.00			0.00			0.00	17.50	
Reg.Pay-6116		0.00			0.00			0.00	18.5	18.00	333.00	18.50	
Total Gross Pay		500.50	8.5		102.00		2,615.38	134.5		2,421.00	461.75		
Deductions from Gross Pay													
Insurance		0.00			0.00		0.00				0.00		
Retirement		0.00			0.00		-78.46				0.00		
Total Deductions from Gross Pay		0.00			0.00		-78.46				0.00		
Adjusted Gross Pay		500.50	8.5		102.00		2,536.92	134.5		2,421.00	461.75		
Taxes Withheld													
Federal Withholding		0.00			0.00		-264.00				-236.00		
Medicare Employee		-7.26			-1.48		-37.92				-35.11		
Social Security Employee		-31.03			-6.33		-162.15				-150.11		
IN - Withholding		-16.16			-3.29		-81.94				-78.20		
Law. Co.		0.00			0.00		0.00				0.00		
Medicare Employee Addl Tax		0.00			0.00		0.00				0.00		
Monroe Co.		-6.73			-1.38		-27.78				-32.56		
Total Taxes Withheld		-61.18			-12.48		-573.79				-531.98		
Deductions from Net Pay													
Child Support		0.00			0.00		0.00				0.00		
Total Deductions from Net Pay		0.00			0.00		0.00				0.00		
Net Pay		439.32	8.5		89.52		1,963.13	134.5		1,889.02	461.75		
Employer Taxes and Contributions													
Federal Unemployment		0.00			0.61		0.00				0.00		
Medicare Company		7.26			1.48		37.92				35.11		
Social Security Company		31.03			6.33		162.15				150.11		
IN - Unemployment Company		2.51			0.52		0.00				0.56		
Total Employer Taxes and Contributions		40.80			8.94		200.07				185.78		

LAKE LEMON CONSERVANCY DISTRICT

Payroll Summary

September 2019

	<u>TOTAL</u>
	<u>Sep 19</u>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary-6000	5,061.54
Salary-6001	2,615.38
Reg. Pay-6070	1,931.38
Reg. Pay-6100	102.00
Reg. Pay-6110	0.00
Reg. Pay-6111	2,900.00
Reg. Pay-6112	333.50
Reg. Pay-6113	1,881.00
Reg. Pay-6114	207.00
Reg. Pay-6115	507.50
Reg. Pay-6116	333.00
Total Gross Pay	15,872.30
Deductions from Gross Pay	
Insurance	0.00
Retirement	-382.16
Total Deductions from Gross Pay	-382.16
Adjusted Gross Pay	15,490.14
Taxes Withheld	
Federal Withholding	-1,760.00
Medicare Employee	-230.16
Social Security Employee	-984.09
IN - Withholding	-500.32
Law. Co.	-65.47
Medicare Employee Addl Tax	0.00
Monroe Co.	-139.79
Total Taxes Withheld	-3,679.83
Deductions from Net Pay	
Child Support	-540.00
Total Deductions from Net Pay	-540.00
Net Pay	<u>11,270.31</u>
Employer Taxes and Contributions	
Federal Unemployment	7.72
Medicare Company	230.16
Social Security Company	984.09
IN - Unemployment Company	10.75
Total Employer Taxes and Contributions	<u>1,232.72</u>

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Motion to Cash out CD 371036695
Item/Subject	CD Renewal: CD# 371036695
Dollar Amount	\$82,383.62
Meeting Date	October 31st , 2019
Summary	CD #371036605 is maturing on November 7th, 2019. This is a General Fund CD.
Staff Recommendation	Cash out the CD and use the funds to aid in the purchase of land on E. South Shore Drive. To be used as a sediment disposal site.

Certificate 371036695 - LAKE LEMON CONSERVANCY DIST

	Relationship	Date of Birth	Phone Number	Tax Identification
LAKE LEMON CONSERVANCY DIST	Owner		*****	EIN **_*****
GENERAL FUND	Owner		*****	
ADAM W CASEY	Signer	*** **, ****	*****	SSN ***_***_****

7599 N TUNNEL RD
UNIONVILLE IN 47468-9733

Additional Relationships

Tax Name: LAKE LEMON CONSERVANCY DIST

See Mailing Information

Summary

Memo Balance:	\$82,383.62	Term:	12 Months
Current Balance:	\$82,383.62	Maturity Date:	Nov 07, 2019
Interest Balance:	\$391.96	Last Anniversary Nov 07, 2018:	\$81,008.85
Redemption Amount:	\$82,318.85	Last Deposit Nov 07, 2018:	\$81,008.85
Forfeiture:	\$456.73	Original Issue Date:	Nov 07, 2018
Current Rate:	2.2500%		

Interest

Current Accrued Interest:	\$391.96	Current Rate:	2.2500%
Date Accrued Through:	Oct 22, 2019	Current Effective Rate:	2.2552%
Date Next Interest:	Nov 06, 2019	Deposit Rate Index:	[43] 12 MONTH
Interest Payment Frequency:	Quarterly	Rate Adjuster Option:	Rate Adjuster Is Not Expressed as a Percentage Variance
Interest Cycle:	(None)	Rate Adjuster:	0.0000%
Interest Payment Method:	Compound	Compounding Code:	Daily
Days Into This Period:	77	Reg DD Compound Frequency:	Interest Frequency
Previous Accrued Interest:	\$386.85	Interest Method:	[0] Date of Deposit-365/365
Last Interest Aug 06, 2019:	\$465.88	Interest Reporting Code:	1099-INT
Balance Last Interest:	\$82,383.62	Withholding Code:	No Withholding
Net Interest Adjustment:	\$0.00	Rate Change Frequency:	At Maturity
Interest This Period:	\$468.53	Rate Change Method:	[B] Variable Rate
Total Days This Period:	92	Base Rate:	2.2500%
		Maturity Rate Method:	Current Rate
		Maturity Date:	Nov 07, 2019
		Interest Cycle Rates	
		Aug 07, 2019	2.2500%

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approval
Item/Subject	Resolution 10-19-05: Adoption of 2020 Annual Budget and Statement of Salaries and Wages
Dollar Amount	N/A
Meeting Date	October 31st , 2019
Summary	Adoption of 2020 Annual Budget and Statement of Salaries and Wages.
Staff Recommendation	Adoption of the Proposed 2020 Budget

RESOLUTION 10-19-05

2020 ANNUAL BUDGET AND STATEMENT OF SALARIES AND WAGES

WHEREAS, it has been determined that it is now necessary to approve the 2020 Annual Budget and 2020 Statement of Salaries and Wages;

NOW THEREFORE:

Be it resolved by the Board of Directors of the Lake Lemon Conservancy District, Monroe/Brown Counties, Indiana, that for expenses of the taxing unit in 2020, the Board approves an annual operating budget for fiscal year 2020.

Additionally, the Board also approves the 2020 Statement of Salaries and Wages to Be Paid Officers and Employees.

PRESENTED to the Board of Directors of LLCD and adopted this 31st day of October 2019.



Lake Lemon Conservancy District

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

PAM DUGAN, CHAIRMAN

Pam Dugan

MARY JANE BROWN, VICE-CHAIR

Mary Jane Brown

MIKE BLACKWELL, TREASURER

Mike Blackwell

MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II

Sue Miller

LORA SCHELL, Sub-Area IV

Les Wadzinski

LES WADZINSKI, Sub-Area V

ATTEST:

LLCD District Manager

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/21/2019 10:30:28 AM

Ordinance / Resolution Number: **10-19-05**

Be it ordained/resolved by the **Lake Lemon Conservancy District** that for the expenses of **LAKE LEMON CONSERVANCY DISTRICT** for the year ending December 31, **2020** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **LAKE LEMON CONSERVANCY DISTRICT**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Lake Lemon Conservancy District**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Lake Lemon Conservancy District	Conservancy District	10/31/2019

Funds		Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
Fund Code	Fund Name			
0101	GENERAL	\$1,807,750	\$317,000	0.2806
		\$1,807,750	\$317,000	0.2806

Name			Signature
Pam Dugan	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Mary Jane Brown	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Mike Blackwell	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Michael Klitzing	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Debra Ladyman	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Lora Schell	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>
Les Wadzinski	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>

ATTEST		
Name	Title	Signature
Adam Casey	District Manager	

Budget Form 1 - Budget Estimate

Year: 2020 County: Monroe Unit: Lake Lemon Conservancy District

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6000	Manager	\$62,000	\$62,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6001	Operations Supervisor	\$36,050	\$36,050
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6002	Equipment Operations Supervisor	\$40,000	\$40,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6070	Gate Park Attendants	\$22,000	\$22,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6100	Lake Patrol	\$2,000	\$2,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6110	Lake Biologist	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6111	LLCD Dredger	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6112	Dredger Other	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6113	LLCD Assistant Dredger	\$12,000	\$12,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6114	Assistant Dredger Other	\$6,000	\$6,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6115	Dredger (Private)	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages	6116	Assistant Dredger (Private)	\$2,000	\$2,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	6010	FICA (7.65% all Staff)	\$13,700	\$13,700
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	6020	SUTA (1.236% to 9.5 k all Staff)	\$800	\$800
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	6030	PERF (14.2%)	\$15,200	\$15,200
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	6040	Health Insurance	\$15,000	\$15,000
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits	6050	Life Insurance	\$0	\$0
PERSONAL SERVICES Total						\$226,750	\$226,750
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6025	Merchant Fees	\$1,200	\$1,200

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6120	Season and Launch Permits	\$2,000	\$2,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6130	Daily Permits	\$400	\$400
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6140	Receipt/Ticket Books	\$400	\$400
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6150	Checks	\$200	\$200
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6160	Printer, Copier, Computer	\$800	\$800
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6170	Miscellaneous/Other	\$1,300	\$1,300
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6180	Postage	\$750	\$750
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies	6190	General Business Supplies	\$750	\$750
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	6200	Regular Gas	\$7,000	\$7,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	6210	Diesel, Oil, Grease	\$9,000	\$9,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Operating Supplies	6230	Medical	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	6240	Buildings & Grounds	\$6,000	\$6,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	6250	Boats, Trucks	\$1,500	\$1,500
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	6251	Dredging Supplies	\$12,000	\$12,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	6252	RipRap/Erosion Control	\$15,000	\$15,000
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies	6280	Radios	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies	6260	Uniforms	\$600	\$600
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies	6270	Boat Equipment	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies	6290	Nautical Markers/Buoys	\$3,000	\$3,000
SUPPLIES Total						\$61,900	\$61,900
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6300	Accounting services	\$5,400	\$5,400
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6310	Grass Mowing	\$15,000	\$15,000

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6320	Attorney	\$4,000	\$4,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6325	Fish Management Survey	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6330	Consulting Engineers	\$50,000	\$50,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services	6350	Other Professional/secretarial services	\$1,000	\$1,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	6370	Phone, LDT, Email, etc	\$3,000	\$3,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	6380	Travel	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	6390	Hotels	\$300	\$300
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	6400	Meals	\$150	\$150
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation	6410	Subscriptions/Memberships	\$800	\$800
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	6420	Newsletter	\$600	\$600
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	6430	ADS, Legal Notices	\$500	\$500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	6440	Other Printing	\$1,500	\$1,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising	6441	Event Planning	\$1,500	\$1,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Insurance	6450	Insurance	\$45,000	\$45,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	6460	Electricity	\$5,000	\$5,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	6470	Water	\$750	\$750
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	6480	Trash	\$1,500	\$1,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	6490	Port-O-Lets	\$2,000	\$2,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services	6500	Pump Holding Tank	\$800	\$800
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6510	Buildings & Grounds/ADA	\$10,000	\$10,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6520	Boats	\$2,000	\$2,000

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6530	Trucks	\$1,000	\$1,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6540	Sluice Gate Inspection	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6541	Dredge Equipment Repairs	\$10,000	\$10,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance	6542	Equipment Rentals	\$7,500	\$7,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6560	Water Testing	\$6,500	\$6,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6570	Lake Weed Treatment	\$50,000	\$50,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6590	Contingency Fund	\$5,000	\$5,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6600	Marina Sales - 6% Commission	\$2,300	\$2,300
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6610	Cumulative Maintenance Fund	\$7,500	\$7,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6620	Dam/Spillway Inspection	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6630	Dam/Spillway Repairs	\$5,000	\$5,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6650	Pre-sediment management plan	\$0	\$0
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6661	Disposal Site Preparation	\$15,000	\$15,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6680	Other (Debris Removal)	\$1,500	\$1,500
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6681	July 4 Fireworks	\$8,000	\$8,000
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges	6682	Ramp Repairs	\$2,000	\$2,000
SERVICES AND CHARGES Total						\$272,100	\$272,100
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Buildings	6780	Gatehouse	\$30,000	\$30,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	6704	Off Road Truck	\$200,000	\$200,000
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Other Capital Outlays	6750	Sediment Mitigation	\$950,000	\$950,000
CAPITAL OUTLAYS Total						\$1,180,000	\$1,180,000

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0101 - GENERAL	NO DEPARTMENT	DEBT SERVICE	Payments on Bonds and Other Debt Principal	6662	Debt Service-Bond Repayment	\$67,000	\$67,000
DEBT SERVICE Total						\$67,000	\$67,000
0101 - GENERAL	NO DEPARTMENT	PROPERTY TAX CAP	Property Tax Cap Impact		Property Tax Cap Impact	\$0	\$0
PROPERTY TAX CAP Total						\$0	\$0
NO DEPARTMENT Total						\$1,807,750	\$1,807,750
TOTAL 0101 - GENERAL FUND						\$1,807,750	\$1,807,750

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Resolution
Item/Subject	Resolution 10-19-06: 2020 Fees and Charges
Dollar Amount	N/A
Meeting Date	October 31st , 2019
Summary	Approve Resolution 10-19-06: 2020 Fees and Charges. Analysis sheet included.
Staff Recommendation	Approve Resolution 10-19-06: 2020 Fees and Charges.



Lake Lemon Conservancy District

RESOLUTION 10-19-06

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

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

IT IS THEREFORE RESOLVED AND ESTABLISHED that the attached "2020 Fees and Charges" schedule is approved.

PRESENTED to the Board of Directors of the Lake Lemon Conservancy District this 31st day of October 2019.

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

PAM DUGAN, CHAIRMAN

MARY JANE BROWN, VICE-CHAIR

MIKE BLACKWELL, TREASURER

MICHAEL KLITZING, Sub-Area I

DEBRA LADYMAN, Sub-Area II

LORA SCHELL, Sub-Area IV

LES WADZINSKI, Sub-Area V

ATTEST: _____
LLCD District Manager

**Lake Lemon Conservancy District
2020 Fees and Charges**

Annual Boat Permits*	2020** Resident	2019 Resident	2018 Resident	2020** Non- Resident	2019 Non- Resident	2018 Non- Resident
All boats with motors 10 HP and larger	\$70.00	\$68.00	\$68.00	100.00	\$95.00	\$95.00
All boats with motors less than 10 HP including row boats and sail boats	\$45.00	\$41.00	\$41.00	\$70.00	\$68.00	\$68.00
Personal Water Craft	\$125.00	\$123.00	\$123.00	\$165.00	\$150.00	\$150.00
Commercial Guide Boat Fee	\$500.00	\$500.00		\$500.00	\$500.00	
Daily Boat Permits***	2020 Resident	2019 Resident	2018 Resident	2020 Non- Resident	2019 non- Resident	2018 Non- Resident
All boats with motors 10 HP and larger	\$12.00	\$10.00	\$10.00	\$12.00	\$10.00	\$10.00
All boats with motors less than 10 HP including row boats and sail boats	\$8.00	\$7.00	\$7.00	\$8.00	\$7.00	\$7.00
Personal Water Craft	\$20.00	\$17.00	\$17.00	\$20.00	\$17.00	\$17.00
Boat Launch (ramp) Fees - Riddle Point Park	2020 Resident	2019 Resident	2018 Resident	2020 Non- Resident	2019 non- Resident	2018 Non- Resident
Daily	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Annual	\$35.00	\$33.00	\$33.00	\$35.00	\$33.00	\$33.00

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

**Resident is defined as:

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

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

Fishing Tournaments	2020	2019	2018
Application Fee Per Tournament	\$75.00	\$50.00	\$100.00
Tournament Fee Per Boat (in addition to Daily Boat Permit)	\$0.00	\$0.00	\$0.00

Sub-Lease Fees	2020	2019	2018
Sublease Agreement Fee (Discount of \$40 if paid by March 1 st)	\$190.00	\$190.00	\$190.00
Commercial Sublease Agreement Fee	\$500.00	\$500.00	\$500.00

Commercial Marina Fees		2020	2019	2018
Annual Fee		\$1000.00	\$1000.00	\$1000.00
Occupied Wet Boat Slips		\$75.00/slip	\$75.00/slip	\$75.00/slip
Occupied PWC Slips		\$37.50/slip	\$37.50/slip	\$37.50/slip
	Not for Profit / Educational Yacht and Sailing Club Fees			
Annual Fee		\$500.00	\$500.00	\$500.00
Occupied Wet Boat Slips		\$37.50/slip	\$37.50/slip	\$37.50/slip

Riddle Point Park Fees	2020	2019	2018
Special Use Fee	\$300.00/day/event	\$250.00/day/event	\$250.00/day/event
Shelter Fee (+\$100.00 refundable damage deposit)	\$125.00 per day	\$125.00 per day	\$125.00 per day

Riddle Point Park Entrance Fees	2020 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	2019 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)	2018 (Memorial Day Weekend to Labor Day Weekend, 7 days per week)
Daily Admission Fee	\$8.00/motorized vehicle	\$7.00/motorized vehicle	\$7.00/motorized vehicle
Seasonal Pass Admission Fee	\$60.00/motorized vehicle	\$60.00/motorized vehicle	\$60.00/motorized vehicle

Administrative Fees	2020	2019	2018
Public Record Copy Charge	\$0.10 per page	\$0.10 per page	\$0.10 per page

Barge Fees	2020	2019	2018
Dredging	\$1,500/Large Barge Load \$1,000/Small Barge Load \$2500/Large Barge Load utilizing combination of barges	\$1,500/Large Barge Load \$1,000/Small Barge Load \$2500/Large Barge Load utilizing combination of barges	\$1,000.00/Barge Load
Shoreline Erosion Control (Rip-Rap)	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap	\$100.00/Hour Plus Current LLCD tonnage cost for Gabion Rip/Rap

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mike Blackwell, Treasurer
Action Requested	Approve \$100,000.00 Additional Appropriation to 2019 Budget
Item/Subject	Resolution: 10-19-07 Additional Appropriation
Dollar Amount	\$100,000.00
Meeting Date	October 31st , 2019
Summary	Additionally Appropriate \$100,000.00 to the Sediment Management Project Capital Line Item #6750. These funds will be used to purchase property to be used as a sediment disposal site
Staff Recommendation	Approve Resolution: 10-19-07

Resolution 10-19-07

2019 ADDITIONAL APPROPRIATION

WHEREAS, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget;

Sec. 1. Be it resolved by the Board of Directors of the Lake Lemon Conservancy District in Brown and Monroe Counties, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

Fund Name: General Fund	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
Personal Services	\$ _____	\$ _____
Supplies	\$ _____	\$ _____
Other Services and Charges	\$ _____	\$ _____
Debt Service	\$ _____	\$ _____
Capital Outlays	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
TOTAL for General Fund:	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>



Lake Lemon Conservancy District

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

PAM DUGAN, CHAIRMAN

Pam Dugan

MARY JANE BROWN, VICE-CHAIR

Mary Jane Brown

MIKE BLACKWELL, TREASURER

Mike Blackwell

MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II

Sue Miller

LORA SCHELL, Sub-Area IV

Les Wadzinski

LES WADZINSKI, Sub-Area V

ATTEST:

LLCD District Manager

**CERTIFIED COPY OF ADDITIONAL APPROPRIATION**

State Form 55819 (R4 / 2-19)

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: Lake Lemon Conservancy District

COUNTY NAME: Monroe and Brown Counties

Date of Publication
(month, day, year): 10/17/2019 Newspaper Name: Bloomington Herald Times

Date of Publication
(month, day, year): 10/16/2019 Newspaper Name: Brown County Democrat

Date of Public Hearing
(month, day, year): 10/31/2019

Date Resolution Passed
(month, day, year): 10/31/2019

Unit Number: 5370055

County Number: — —

DLGF USE ONLY

Date Received
(month, day, year): _____

Order Number: _____

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department.

A. DLGF Fund Number	0101				
B. Fund Name	General				
C. Appropriation Amount Requested	\$100,000.00				
D. Amount by Reduction (Enter as a positive number)	\$1,000,000.00				
E. Net Amount of Increase (C minus D)	-\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$317,000.00				
2. Levy Excess (Line 15)	\$0.00				
3. PTRC from Local Income Tax (LIT) (Line 13A)	\$0.00				
4. LIT Levy Freeze Amount (Line 13B)	\$0.00				
5. Misc. Revenue (Line 8B) (See Note #1)	\$245,750.00				
6. January 1 Cash Balance (Include investments)	\$582,280.47				
7. Subtotal of Funds (Add 1 thru 6)	\$1,145,030.47	\$0.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00				
9. Total Funds (7 minus 8)	\$1,145,030.47	\$0.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$1,563,185.00				
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00				
12. Temporary Loans Outstanding as of January 1	\$0.00				
13. Beginning Obligations (Add 10 thru 12)	\$1,563,185.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13)	-\$418,154.53	\$0.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00				
16. Amount transferred to the Rainy Day Fund (See Note #2)					
17. Surplus Funds Remaining (14 minus 15 minus 16)	-\$418,154.53	\$0.00	\$0.00	\$0.00	\$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.

Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:



Follow Up Via E-mail

Manager@lakelemon.org

E-mail Address(es)



Follow Up Via Mail

Mailing Address (Number, Street, City, State, ZIP Code)

Section IV

I, Adam Casey fiscal officer of Lake Lemon Conservancy District, do hereby certify that the above information is true and correct.

(Please Print)

(Please Print)

Adam W. CaseyDistrict Manager812-334-023310/31/2019

Signature

Title

Telephone Number

Date (month, day, year)

Completed additional appropriation requests may be submitted to the Department via e-mail : AdditionalAppropriationRequests@dlgf.in.gov or via fax (317) 974-1629.

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Pam Dugan,Chairman
Action Requested	Resolution
Item/Subject	Resolution 10-19-08: 2020 Board Meeting Dates
Dollar Amount	N/A
Meeting Date	October 31 st , 2019
Summary	Approve Resolution 10-19-08: 2020 Board Meeting Dates.
Staff Recommendation	Approve Resolution 10-19-08: 2020 Board Meeting Dates.

RESOLUTION 10-19-08

WHEREAS, it is necessary and desirable to establish a regular schedule for the Lake Lemon Conservancy District (LLCD) Board of Director's meetings;

IT IS THEREFORE RESOLVED AND ESTABLISHED that the dates, times and locations of the LLCD Board meetings for 2020 are as follows:

Board of Directors Meetings are **January 23rd, March 26th, April 23rd, May 28th, September 24th, October 22nd, and December 17th** at **6:00 P.M.**, located at the **City of Bloomington Utilities Building (600 E. Miller Dr., Bloomington, IN 47401)**. The **June 20th, July 18th, and August 22nd** meeting will be on **Saturday at 10:00 A.M.** In the **Riddle Point Park Shelter**.

Board Executive Sessions will, when necessary, **immediately** precede or follow Board Meetings when issues complying with the Indiana Conservancy Act (IC 14-33) and the Indiana **"OPEN DOOR LAW"** are to be discussed (i.e. litigation, prospective employees, employee job performance, land acquisitions, et cetera).

The Annual LLCD Meeting will be **February 27th, 2020 at 6:00 P.M.** at the **City of Bloomington Utilities Building (600 E. Miller Dr., Bloomington, IN 47401)**

PRESENTED to the Board of Directors of the LLCD this 31st Day of October 2019.



Lake Lemon Conservancy District

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

PAM DUGAN, CHAIRMAN

Pam Dugan

MARY JANE BROWN, VICE-CHAIR

Mary Jane Brown

MIKE BLACKWELL, TREASURER

Mike Blackwell

MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II

Sue Miller

LORA SCHELL, Sub-Area IV

Les Wadzinski

LES WADZINSKI, Sub-Area V

ATTEST:

LLCD District Manager

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval of Resolution 10-19-09
Item/Subject	Resolution: 10-19-09 Intent to Purchase Property
Dollar Amount	\$102,000.00
Meeting Date	October 31st , 2019
Summary	Resolution 10-19-09 shows intent to purchase real property on E. South Shore Drive, and authorizes an offer to purchase.
Staff Recommendation	Approve Resolution: 10-19-09 and offer to purchase the property for the price of \$102,000.00

RESOLUTION 10-19-09

WHEREAS, The Lake Lemon Conservancy District (“LLCD”) was made aware that land located in Brown County on E. South Shore Drive (“Property”), was for sale; and

WHEREAS, the LLCD has determined the property could be useful as a sediment disposal site for the ongoing Lake Lemon Sediment Management Project; and

WHEREAS, the LLCD would like to extend an offer of \$102,000.00 to the seller of the property, contingent upon approval of an additional appropriation in the amount of \$100,000.00, from the Department of Local Government Finance; and,

WHEREAS, the LLCD appoints Jeff Golden and Gilbert Mordoh, to appraise the fair market value of the property. Both appraisers have submitted appraisals, copies of which are attached hereto and incorporated as Exhibits A and B. Both of which exceed the offer price.

WHEREAS, I.C. 36-1-10.5-5 requires the fiscal body of a political subdivision pass a resolution stating interest in purchasing certain real property or structures valued at more than \$25,000.00.

IT IS THEREFORE RESOLVED AND ESTABLISHED THAT:

SECTION 1. This Resolution shall evidence the LLCD’s interest in purchasing land located on E. South Shore Drive, Brown County, Indiana as required by I.C. 36-1-10.5-5.

SECTION 2. The LLCD hereby acknowledges receipt of both property appraisals, referenced above and incorporated as Exhibits A and B

PRESENTED to the Board of Directors of the LLCD this 31st Day of October 2019.



Lake Lemon Conservancy District

ADOPTED BY THE FOLLOWING VOTE:

AYE

NAY

ABSTAIN

PAM DUGAN, CHAIRMAN

Pam Dugan

MARY JANE BROWN, VICE-CHAIR

Mary Jane Brown

MIKE BLACKWELL, TREASURER

Mike Blackwell

MICHAEL KLITZING, Sub-Area I

SUE MILLER, Sub-Area II

Sue Miller

LORA SCHELL, Sub-Area IV

Les Wadzinski

LES WADZINSKI, Sub-Area V

ATTEST:

LLCD District Manager

Exhibit A

Gilbert S. Mordoh & Co, Inc
Real Estate Appraisers, Analysts, and Consultants

File No. 38186

APPRAISAL OF



LOCATED AT:

E South Shore Drive
Unionville, IN 47468

FOR:

Lake Lemon Conservancy
7599 N Tunnel Road
Unionville, IN, 47468

BORROWER:

Lake Lemon Conservancy

AS OF:

October 4, 2019

BY:

Gilbert S. Mordoh

October 16, 2019

Lake Lemon Conservancy
7599 N Tunnel Road
Unionville, IN, 47468

File Number: 38186

In accordance with your request, I have appraised the real property at:

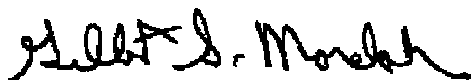
E South Shore Drive
Unionville, IN 47468

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of October 4, 2019 is:

\$105,000
One Hundred Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



Gilbert S. Mordoh

LAND APPRAISAL REPORT

File No. 38186

SUBJECT

Borrower

Lake Lemon Conservancy

Census Tract

9747.00

Map Reference

2010 Census

Property Address

E South Shore Drive

City

Unionville

County

Brown

State

IN

Zip Code

47468

Legal Description

PT NW 1/4 SEC 1 T9N R1E

Sale Price

\$102,000.00

Date of Sale

Unk

Loan Term

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimus PUD

Actual Real Estate Taxes

\$0.00

(yr.)

Loan charges to be paid by seller

Other sale concessions

Lender/Client

Lake Lemon Conservancy

Address

7599 N Tunnel Road, Unionville, IN 47468

Occupant

Vacant

Appraiser

Gilbert S. Mordoh

Instructions to Appraiser

NEIGHBORHOOD

☐ Urban

☐ Suburban

☒ Rural

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

☐ Rapid

☒ Steady

☐ Slow

☐ Increasing

☒ Stable

☐ Declining

☐ Shortage

☒ In Balance

☐ Over Supply

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

☐ Fully Dev.

☐ Employment Stability

☐ Convenience to Employment

☐ Convenience to Shopping

☐ Convenience to Schools

☐ Adequacy of Public Transportation

☐ Recreational Facilities

☐ Adequacy of Utilities

☐ Property Compatibility

☐ Protection from Detrimental Conditions

☐ Police and Fire Protection

☐ General Appearance of Properties

☐ Appeal to Market

Good

Avg

Fair

Poor

Present

50

% One-Unit

% 2-4 Units

% Apts

% Condo

% Commercial

Land Use

% Industrial

50

% Vacant

%

Change in Present Land Use

☒ Not Likely

☐ Likely

☐ Taking Place(*)

(*)From

To

Predominant Occupancy

☒ Owner

☐ Tenant

0-5

% Vacant

One-Unit Price Range

\$

60,000

to

\$

800,000

Predominant Value

\$

250,000

One-Unit Age

0

yrs. to

160

yrs.

Predominant Age

60

yrs.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The subject is located along the south shore of Lake Lemon just inside the Brown County line. This area is improved with an eclectic mix of single-family homes and is considered to have average appeal in the market.

SITE

Dimensions

Information by Survey

=

14.91

Acres

☐ Corner Lot

Zoning Classification

None

Present Improvements

☐ Do

☐ Do Not Conform to Zoning Regulations

Highest and Best Use

☐ Present Use

☒ Other (specify)

Public

Other (Describe)

Elec.

☐ Available

Gas

☐

Water

☐ Available

San. Sewer

☐

☐ Underground Elec & Tel

OFF-SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Asphalt & Gravel

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

Sloping: Open/Woods

Size

Typical for Area

Shape

Irregular

View

Typical Rural

Drainage

Appears Adequate

Property located in a HUD identified Special Flood Hazard Area?

☒ Yes

☐ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)

The subject property is located just off the southern shore of Lake Lemon. The northern edge of the subject is located in the overflow floodplain of the lake (see Flood Map). Final determination should be made by a qualified surveyor. The property is bisected by the private road Walker Lane, and an active railroad track runs along the southern property line.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject, if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	E South Shore Drive Unionville	County Line Road Unionville, IN 47468		8513 N Low Gap Rd Unionville, IN 47468		7151 E St Rd 45 Bloomington, IN 47408	
Proximity to subject		0.42 miles SW		3.44 miles NW		4.19 miles SW	
Sales Price	\$ 102,000		\$ 125,000		\$ 86,500		\$ 85,000
Price \$/Sq. Ft.	Ac		7,813		8,650		8,500
Data Source		MIBOR #21514613		MIBOR #21556549		Blgtn #201709551	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
		02/27/2018		04/05/2019		07/31/2017	10,000
Location	Avg/Flood/RRTrack	Avg/RR Track	-10,000	Avg/Rural	-20,000	Avg/Rural	-20,000
Site/View	Typical Rural	Typical Rural		Typical Rural		Typical Rural	
Site Size	14.91 Acres	15.96 Acres	-5,000	10 Acres	25,000	9.99 Acres	25,000
Topography	Sloping: Open/Wds	Level: MostWds	15,000	Slopes:MostWds	15,000	Level: Opn/Wds	
Utilities	Wtr,Elec Avail	Wtr,Elec Avail		Elec Onsite		Gs,Wt,El,SepOn	-2,500
Improvements	None	None		GrvDrv,ShrdPnd	-1,500	None	
Sales or Financing Concessions		Conv; DOM 150		Cash DOM 830		Conv; DOM 141	
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 18,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 12,500
Indicated Value of Subject		Gross Adj: 24.0 % Net Adj: 0.0 %	\$ 125,000	Gross Adj: 71.1 % Net Adj: 21.4 %	\$ 105,000	Gross Adj: 67.6 % Net Adj: 14.7 %	\$ 97,500

RECONCILIATION

Comments on Market Data

See Attached Addendum

Comments and Conditions of Appraisal

This value is based on the subject being listed for sale on the open market. The subject is currently listed FSBO, and is under verbal contract for \$102,000. No written purchase agreement was provided to the appraiser.

Final Reconciliation

The Sales Comparison Approach was the only approach to value considered in the final reconciliation.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF

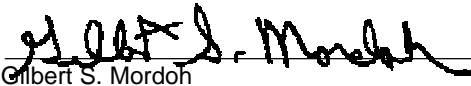
October 4, 2019

TO BE \$

105,000

APPRaiser

Signature



Name

Gilbert S. Mordoh

Title

Date Report Signed

10/18/2019

State Certification #

CG69200779

State

IN

State License #

State

Expiration Date of Certification or License

06/30/2020

Date of Inspection

10/04/2019

SUPERVISORY APPRAISER (if applicable)

Signature

Name

Title

Date Report Signed

State Certification #

State

State License #

State

Expiration Date of Certification or License

☐ Did ☐ Did Not Inspect Property

Date of Inspection

Produced using ACI software, 800.234.8727 www.aciweb.com

LAND2 04162012

Gilbert S. Mordoh & Co., Inc.

ADDENDUM

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		

Comments on Sales Comparison

All sales were felt to be comparable. The subject property site is felt to be similar to other properties in the area. The comparables utilized would appeal to potential purchasers of the subject property. There have not been any recent sales in the subject's area, thus similar like sales in different but similar locations were utilized. Some sales are dated (over 6 months), however utilized due to a lack of known current like sales. Larger than typical gross and/or net adjustments were needed to reflect the value of the subject property.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

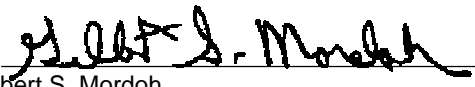
APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: E South Shore Drive, Unionville, IN 47468

APPRAISER:

Signature: 
Name: Gilbert S. Mordoh
Date Signed: 10/18/2019
State Certification #: CG69200779
or State License #:
State: IN
Expiration Date of Certification or License: 06/30/2020

SUPERVISORY APPRAISER (only if required)

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		

Official License Record

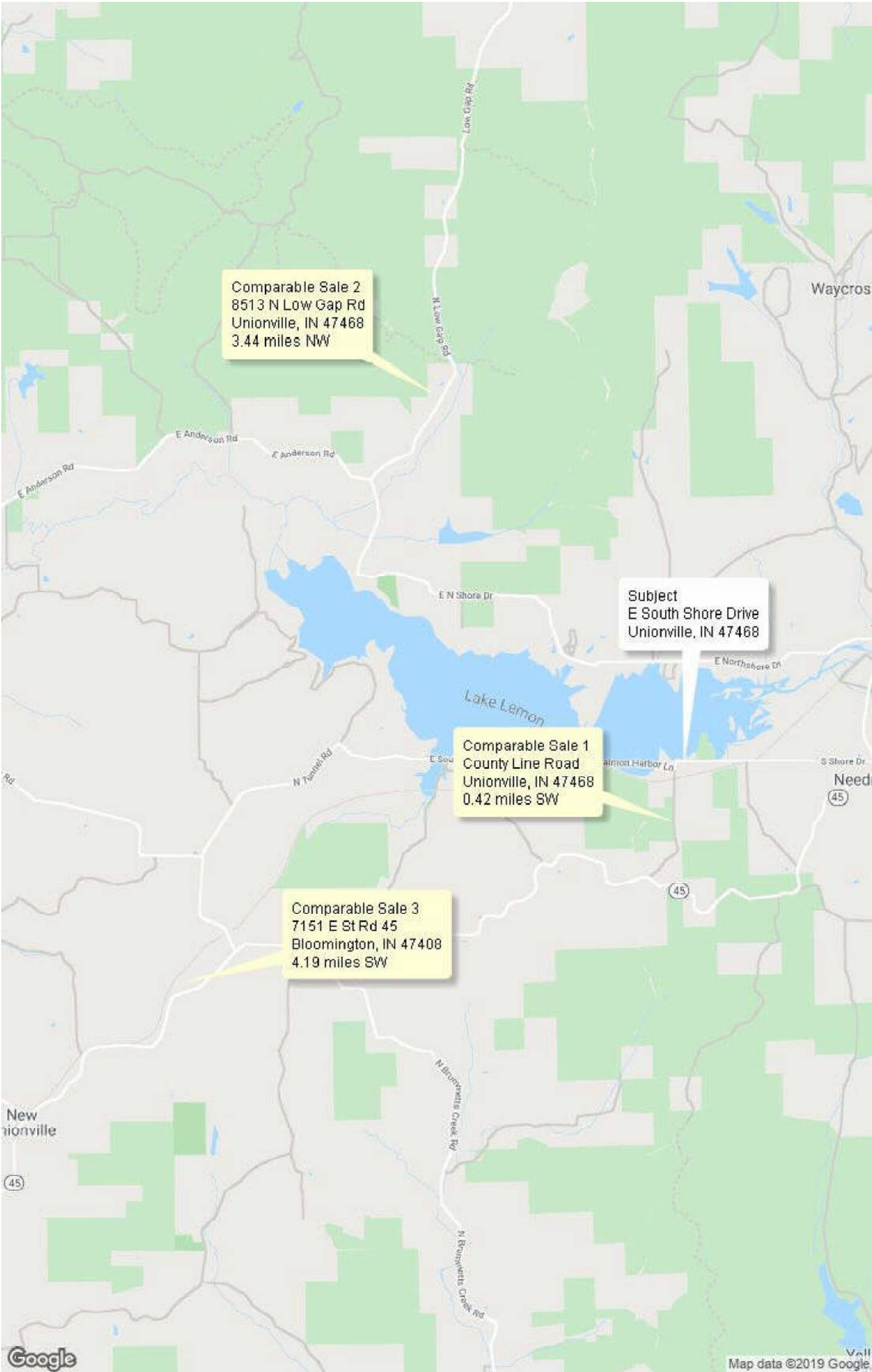


State of Indiana
Official License Record

Full Name: Gilbert S. Mordoh
License Number: CG69200779
License Type: Certified General Appraiser
License Status: Active
Issue Date: 1/1/1992
Expiration Date: 6/30/2020

LOCATION MAP

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		



SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: October 4, 2019
Appraised Value: \$ 105,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Borrower: Lake Lemon Conservancy	File No.: 38186
Property Address: E South Shore Drive	Case No.:
City: Unionville	State: IN
Lender: Lake Lemon Conservancy	Zip: 47468



WOODS



WOODS



STREET SOUTH SHORE ROAD



STREET COUNTY LINE ROAD

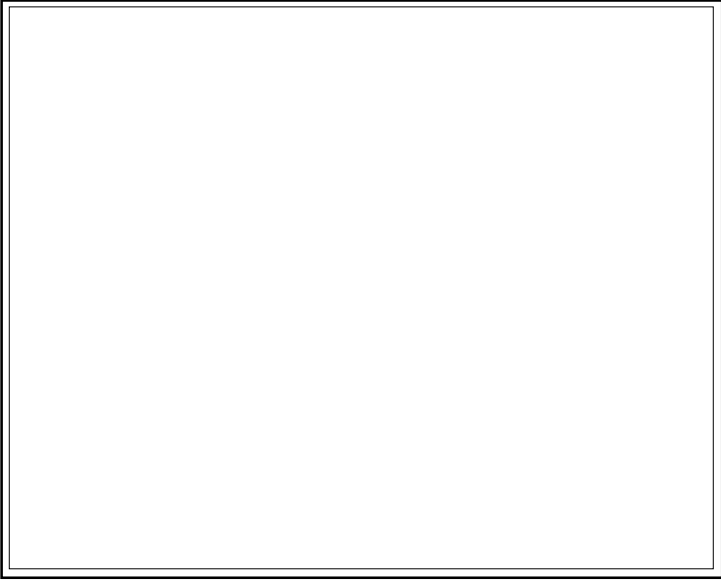
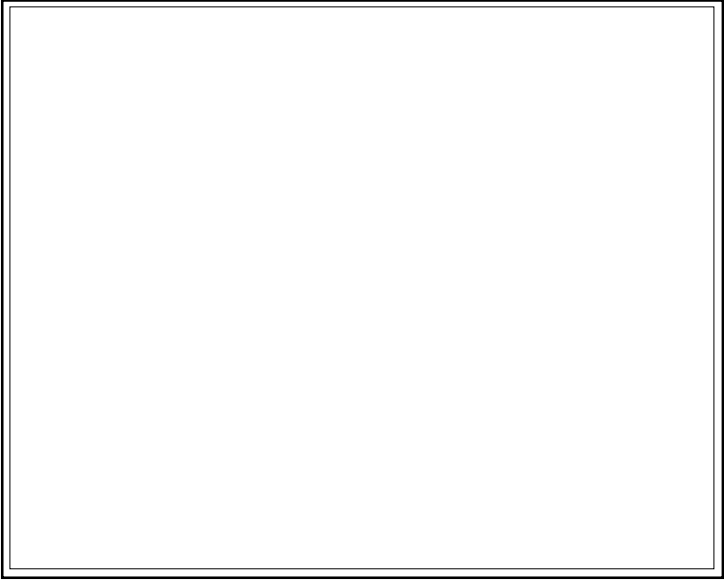
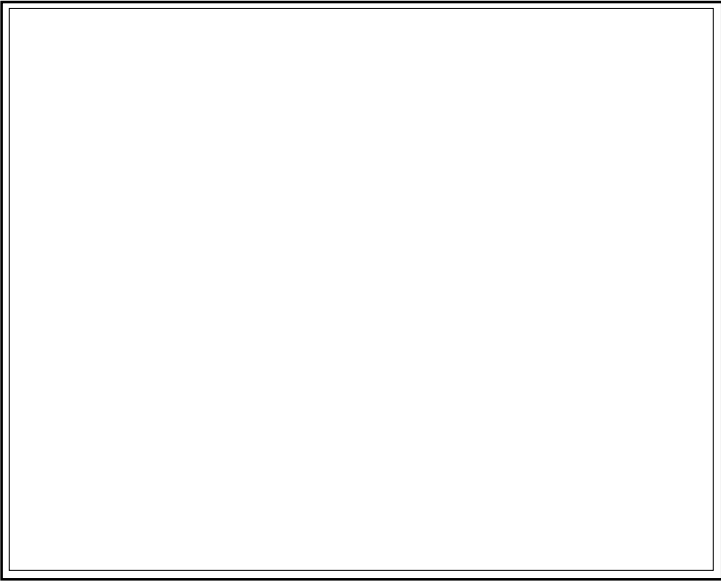
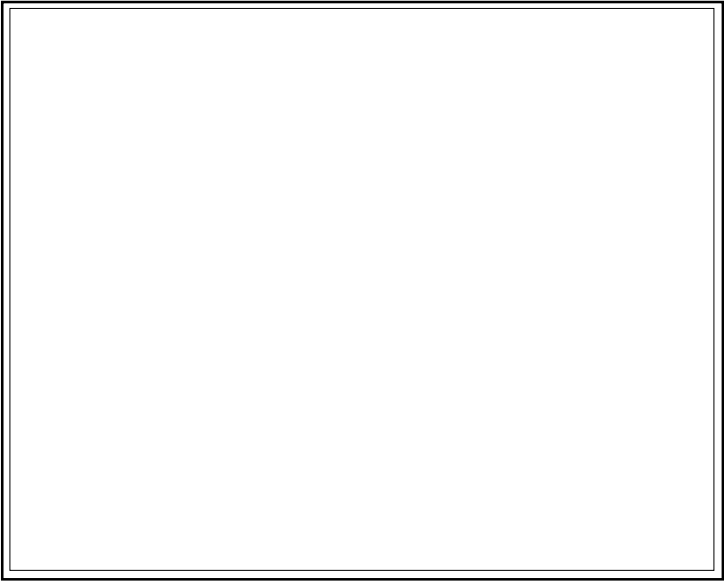


STREET COUNTY LINE ROAD



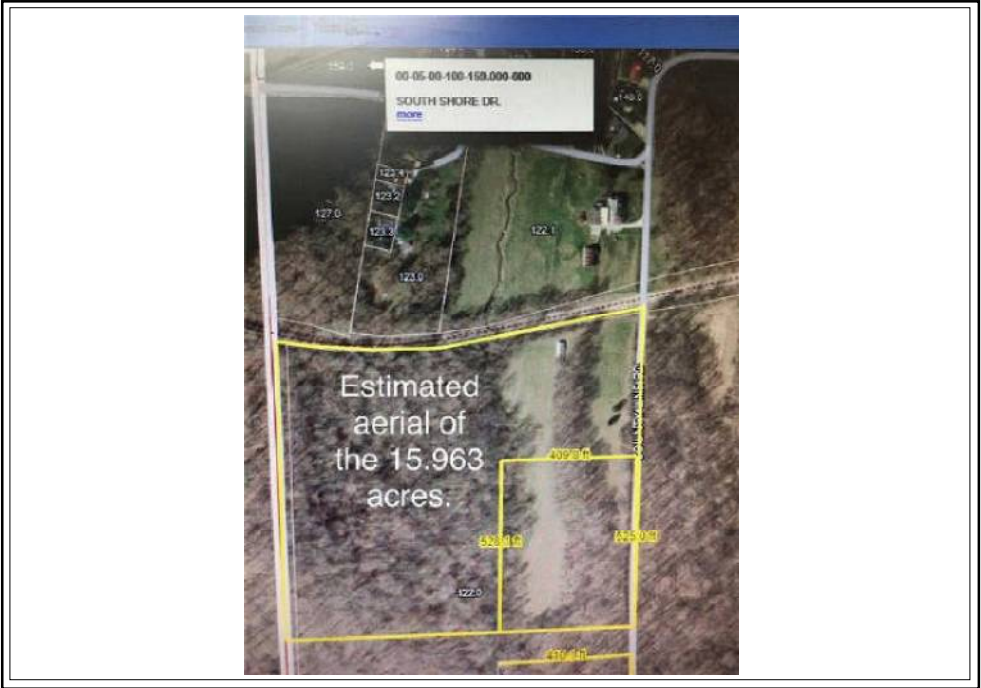
FRONT OF SITE WITH GATE

Borrower: Lake Lemon Conservancy		File No.: 38186	
Property Address: E South Shore Drive		Case No.:	
City: Unionville		State: IN	Zip: 47468
Lender: Lake Lemon Conservancy			



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Lake Lemon Conservancy	File No.: 38186
Property Address: E South Shore Drive	Case No.:
City: Unionville	State: IN Zip: 47468
Lender: Lake Lemon Conservancy	



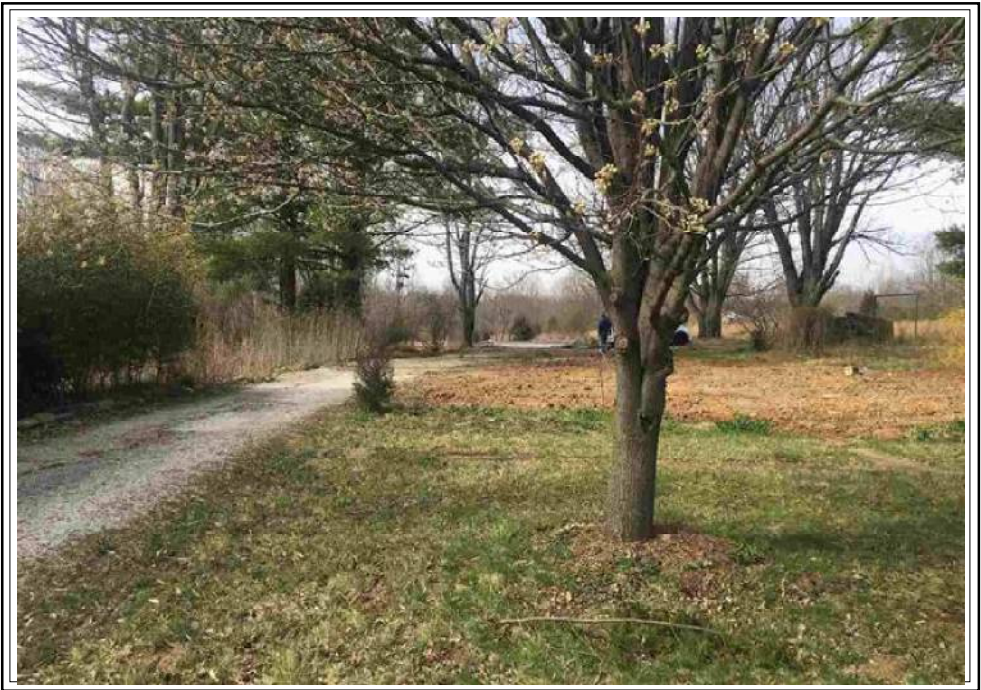
COMPARABLE SALE #1

County Line Road
Unionville, IN 47468
Sale Date: 02/27/2018
Sale Price: \$ 125,000



COMPARABLE SALE #2

8513 N Low Gap Rd
Unionville, IN 47468
Sale Date: 04/05/2019
Sale Price: \$ 86,500



COMPARABLE SALE #3

7151 E St Rd 45
Bloomington, IN 47408
Sale Date: 07/31/2017
Sale Price: \$ 85,000

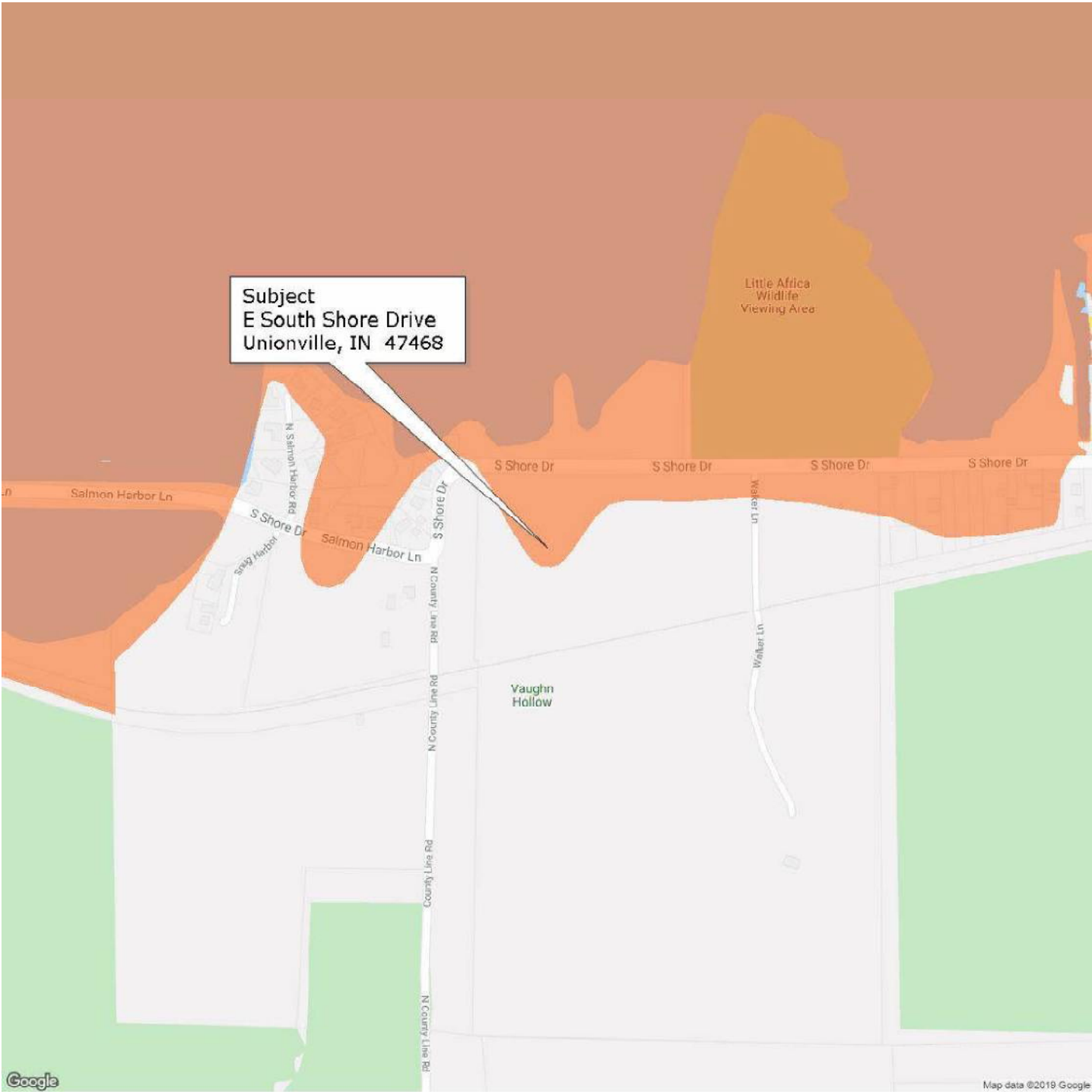
AERIAL MAP

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		



FLOOD MAP

Borrower: Lake Lemon Conservancy		File No.: 38186
Property Address: E South Shore Drive		Case No.:
City: Unionville	State: IN	Zip: 47468
Lender: Lake Lemon Conservancy		



FLOOD INFORMATION

Community: BROWN COUNTY
Property is in a FEMA Special Flood Hazard Area - High Risk
Map Number: 18013C0040E
Panel: 0040E
Zone: A
Map Date: 12-08-2016
FIPS: 18013
Source: FEMA DFIRM

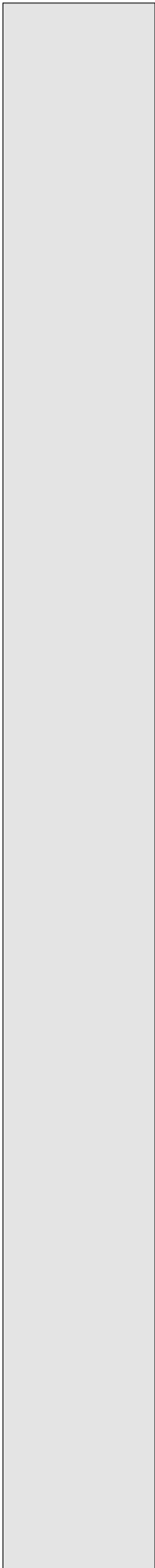
LEGEND

-  = FEMA Special Flood Hazard Area – High Risk
-  = Moderate and Minimal Risk Areas
- Road View:
 -  = Forest
 -  = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Exhibit B



**APPRAISAL OF
THE PROPERTY LOCATED AT**

South Shore Drive

Unionville, IN 47468

as of

October 15, 2019

for

Lake Lemon Conservancy District
7599 N Tunnel Rd
Unionville, IN
47468

by

Goldin Appraisal Group

101 W Kirkwood Ave #246
Bloomington, IN 47404

Goldin Appraisal Group
101 W Kirkwood Ave #246
Bloomington, IN 47404
812-219-9278

October 25, 2019

Lake Lemon Conservancy District
7599 N Tunnel Rd
Unionville, IN
47468

Property -	South Shore Drive
	Unionville, IN 47468
Client -	Lake Lemon Conservancy District
File No. -	1990013
Case No. -	

Dear Mr. Casey:

In accordance with your request, I have prepared an appraisal of the real property located at South Shore Drive, Unionville, IN.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of October 15, 2019 is :

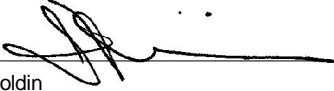
\$104,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Goldin Appraisal Group



Jeffrey Goldin
IN Certification #CR49300166

LAND APPRAISAL REPORT

File No.1990013

IDENTIFICATION

Owner

Lake Lemon Conservancy District

Census Tract

0014.02

Map Reference

Brown County

Property Address

South Shore Drive

City

Unionville

County

Brown

State

IN

Zip Code

47468

Legal Description

Part E 1/2 NW 01-09-01 - 14.907 acres

Sale Price

\$Not Reported

Date of Sale

Not Reported

Property Rights Appraised

☒

Fee

☐

Leasehold

☐

De Minimis PUD

☐

Actual Real Estate Taxes

\$5.48

(yr.)

Client

Lake Lemon Conservancy District

Address

7599 N Tunnel Rd, Unionville, IN, 47468

Occupant

Vacant

Appraiser

Jeffrey Goldin

Instructions to Appraiser

Estimate market value

Intended User:

Lake Lemon Conservancy District

Intended Use:

Estimate market value

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Over Supply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present Land Use

65

% 1 Family

% 2-4 Fam

% Apts.

% Condo

% Commercial

100

% Industrial

% Vacant

35

%

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

% Vacant

Single Family Price Range

\$ 40,000

to \$

1,100,000

Predominant Value \$

275,000

Single Family Age

New

yrs. to

90

yrs.

Predominant Age

25

yrs.

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Shopping

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Schools

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Adequacy of Public Transportation

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Recreational Facilities

☒ Good

☐ Avg.

☐ Fair

☐ Poor

Adequacy of Utilities

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Property Compatibility

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Protection from Detrimental Conditions

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Police and Fire Protection

☐ Good

☒ Avg.

☐ Fair

☐ Poor

General Appearance of Properties

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Appeal to Market

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise)

The subject property is located seven miles northwest of Nashville's central business district, and eight miles northeast of Bloomington's central business district, just southeast of Lake Lemon a recreational lake. *** See Additional Comments ***

SITE

Dimensions

Refer to the attached Survey

=

14.907 ac

☐ Corner Lot

Zoning Classification

LR

Present improvements

☒ do

☐ do not conform to zoning regulations

Highest and best use:

☒ Present use

☐ Other (specify)

Public

☒

Other (Describe)

Elec.

☒

Available

Gas

☐

Water

☒

Available

San. Sewer

☐

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access:

☒ Public

☐ Private

Surface

Asphalt

Maintenance:

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

Gently Rolling

Size

Typical for area

Shape

Irregular

View

Avg/Woods

Drainage

No problems noted

Is the property located in a HUD Identified Special Flood Hazard Area?

☐ No

☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)

No adverse encroachments or conditions were noted. Any easements should be typical in nature and have no adverse effect on marketability. No special assessments or adverse site factors are known. The subject site is attractive for residential use and gently rolling. *** See Additional Comments ***

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis

☒ See grid below.

☐ See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	South Shore Drive Unionville, IN 47468	N Mt Gilead Rd Bloomington, IN 47408		8513 N Low Gap Road Unionville, IN 47468		5000 E Nehrt Rd Bloomington, IN 47408	
Proximity to Subj.		3.91 miles SW		3.46 miles NW		5.09 miles W	
Sales Price	\$ Not Reported		\$ 99,000		\$ 86,500		\$ 139,000
Price	\$		\$ 8,121		\$ 8,650		\$ 10,530
Data Source		IRMLS/MCrc/Exinsp/DLGF(IN)/Rltor		Mibor/MCrcs/Ex in/DLGF(IN)/Rltr		IRMLS/MCrc/Exinsp/DLGF(IN)/Rltor	
Date of Sale and Time Adjustment	DESCRIPTION Eff 10/15/2019	DESCRIPTION 12/14/2018	+ (-) \$ Adjustment	DESCRIPTION 04/05/2019	+ (-) \$ Adjustment	DESCRIPTION 11/09/2018	+ (-) \$ Adjustment
Location	W Brown County/Flood	NE Monroe Co	-5,000	E Monroe Co/Flood		NE Monroe Co/Subdv	-15,000
Site/View	Avg/Woods	Avg/Woods		Avg/Woods		Avg/Woods	
Site Area	14.907 ac	12.19 ac	+9,500	10.00 ac	+17,000	13.20 ac	+6,000
Improvements	Stone Drive	None		Stone Drive		Outbuilding	-15,000
Sales or Financing Concessions	Cash or the Equivalent	Conventional No Concessions		Cash No Concessions		Conventional No Concessions	
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 4,500	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 17,000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus	\$ -24,000
Indicated Value of Subject		Gross 14.6% Net 4.5%	\$ 103,500	Gross 19.7% Net 19.7%	\$ 103,500	Gross 25.9% Net -17.3%	\$ 115,000

RECONCILIATION

Comments on Market Data:

The six comparable sales are located in the subject's general market area and provide good indications of market value. A thorough search was made for recent and similar sales in the subject's market area. The sales used in this analysis are the most recent, closest in proximity and most similar physically to the subject property of all the sales considered. In selecting comparable sales for this analysis, an effort was made to locate sales that are similar to the subject in one or more of the following pertinent elements of comparison: location; site size; site utility and appeal, and/or view. *** See Additional Comments ***

Comments and Conditions of Appraisal:

This appraisal is made "as is"

Final Reconciliation:

The sales comparison approach is emphasized in this analysis and is considered the most reliable approach in the valuation of vacant residential land. The income approach does not apply in the valuation of vacant residential land. The cost approach does not apply in this analysis as the site includes no improvements. All six sales are given consideration in the final value conclusion, with primary emphasis given to sales one and two as they are relatively recent sales of site of similar size in the subject's general market area. *** See Additional Comments ***

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

October 15

, 2019

to be \$104,000

Goldin Appraisal Group

File No. 1990013

ADDITIONAL COMPARABLES

Intended UserLake Lemon Conservancy District

Property AddressSouth Shore Drive

CityUnionvilleCountyBrownStateINZip Code47468

ClientLake Lemon Conservancy District

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	South Shore Drive Unionville, IN 47468	7444 E State Road 46 Bloomington, IN 47401		2140 N Getty Creek Rd Bloomington, IN 47408		Plum Creek Rd Nashville, IN 47448	
	Proximity to Subj.		6.67 miles S		5.20 miles S		2.39 miles E	
	Sales Price	\$ Not Reported		\$ 185,000		\$ 199,500		\$ 100,000
	Price	\$		\$ 6,200		\$ 8,890		\$ 4,907
	Data Source		IRMLS/MCrc/Exinsp/DLGF(IN)/Rltor		IRMLS/MCrc/Exinsp/DLGF(IN)/Rltor		IRMLS/BCrc/Exinsp/DLGF(IN)/Rltor	
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
		Eff 10/15/2019	02/19/2019		08/26/2019		08/03/2018	
	Location	W Brown County/Flood	E Monroe Co	-5,000	E Monroe Co	-5,000	Brown Co	0
	Site/View	Avg/Woods	Avg/Woods		Avg/Woods		Avg/Woods	
	Site Area	14.907 ac	29.84 ac	-52,000	22.44 ac	-26,500	20.38 ac	-19,000
	Improvements	Stone Drive	Stone Drive		None	0	None	0
Sales or Financing Concessions	Cash or the Equivalent	Cash No Concessions		Cash No Concessions		Cash No Concessions		
Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -57,000		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -31,500		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -19,000		
Indicated Value of Subject		Gross 30.8% Net -30.8% \$ 128,000		Gross 15.8% Net -15.8% \$ 168,000		Gross 19.0% Net -19.0% \$ 81,000		

Comments on Market Data Analysis

Sale four s a larger site, in the eastern Monroe County market area. Although superior in proximity and convenience to employment and support facilities in the Bloomington area, this is offset by the subject's close proximity to Lake Lemon, a recreational lake, as well as this site's frontage on a relatively busy highway. None of sale four's site is in a flood zone, therefore a downward location adjustment has been made to this sale.

Sale five is a larger site, in the northeastern Monroe County market area. Although superior in proximity and convenience to employment and support facilities in the Bloomington area, this is offset by the subject's close proximity to Lake Lemon, a recreational lake. None of sale five's site is in a flood zone, therefore a downward location adjustment has been made to this sale.

Sale six is a larger site, in the northwestern Brown county market area. The fact that this sale is inferior in proximity and convenience to expanded employment and support facilities in the Bloomington area is offset by the fact that a portion of the subject's site in a flood zone.

Goldin Appraisal Group

ADDITIONAL COMMENTS											
Intended User		Lake Lemon Conservancy District									
Property Address		South Shore Drive									
City	Unionville			County	Brown			State	IN	Zip Code	47468
Client		Lake Lemon Conservancy District									

SCOPE OF THE APPRAISAL

The client and intended user of this appraisal is the above named client. The intended use of the appraisal is to assist the intended user in evaluating the subject property for market value. The assignment is to estimate the market value of the subject property (real property) as defined herein.

This appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the market area. The original source of comparable is shown in the data source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. According to the current revised uniform standards of appraisal practice, the detail with which this report is prepared is consistent with its classification as an appraisal report, as defined by the Appraisal Standards Board of the Appraisal Foundation.

The use of this report is subject to the requirements of the appraisal institute relating to review by its duly authorized representatives. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. As of the date of this report, I Jeffrey Goldin, have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

LEGAL DESCRIPTION

The effective date of this report is October 15, 2019, which is the date of inspection. The date this report was prepared is October 25, 2019.

The subject property is currently offered for sale by owner. The subject property is reported to have transferred on 04/08/2019 with other adjacent parcels for \$550,000. The tax amount indicated in this report is that which is currently required to be paid on an annual basis, and may be reflective of mortgage, homestead, or other exemptions, which would not necessarily apply to any subsequent owners of the subject property. The indicated taxes are not representative of any delinquencies or penalties that may be owed by the current owners.

The appraiser does not have any current or prospective interest in the subject property or with the parties involved. No services regarding the subject property have been performed by the appraiser within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

DEFINITION OF INSPECTION:The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

NEIGHBORHOOD

The area consists of one and two story conventional and manufactured homes of average construction quality which vary in condition. Residency for the homes surrounding the subject property is a mixture of year round and seasonal. When the Lake Lemon area was first developed, the area consisted of small, seasonal housing. There has been a recent trend to substantially upgrade the existing housing on the lake, including substantially increasing the size of the residences in the area. Lake Lemon is a 1650 acre manmade lake which is located in northeastern Monroe County. There is a park located on Lake Lemon known as Riddle Point which offers a beach, club house, and picnic area. Homes in the Lake Lemon area vary in design, size, quality of construction, and condition. Overall, the area has very good marketability due to the recreational opportunities offered by Lake Lemon. Properties with access to the lake experience better marketability and have higher values than homes without easy access. Properties with lake frontage are the most marketable properties in the area. Support facilities are within seven miles in the Bloomington area and the Nashville area. Limited support facilities are available in the small town of Unionville, which is within three miles. The land use described as "other" in the neighborhood section is vacant land, publicly owned land, and Lake Lemon.

The demand for properties in the Lake Lemon area appears to be greater than the current supply, due to the limited number of homes with lake access or views, increasing market interest in lake properties, and limitations on new construction due to strict waste disposal regulations for properties in close proximity to Lake Lemon. The present market appears stable and no adverse conditions are noted. Interest rates are currently at a level that is acceptable to purchasers.

SITE

Note that the subject site is irregular in shape and reporting of the dimensions of the site does not provide any meaningful information. A copy of the recent survey of the site is provided in this report as an addendum. Approximately half of the site is open and rolling. The remaining half of the site is heavily wooded.

Waste disposal is in the area it typically handled by an on-site septic system which is not unusual for property in Brown County outlying area and has no measurable effect on the marketability and/or value of the subject property. The appraiser is not an expert on the viability of waste disposal systems, and if so desired, the lender may obtain an inspection by a qualified individual. Public sewer service is not available to the subject property.

Based on a review of FEMA map #18013C0040E, dated December 8, 2016, and information provided on the Brown County GIS, a portion of the north side of the subject site appears to be in a flood zone. The client is advised to obtain a professional survey to determine what portions of the subject site, if any are in the flood zone. A representation of the site site from the FEMA web site has been provided as an addendum to this report. The shaded areas on this representation shows the approximate portions of the site which are in the flood zone.

The rear of the site is adjacent to a railroad easement, which includes a single railroad track. Market data indicates that properties in the area which are adjacent to this easement experience similar marketability and value as properties that are not adjacent to a railroad easement.

COMMENTS ON MARKET DATA

Although none of the sales is similar to the subject in all of the above, each bears similarity to the subject in one or more of these comparative elements.

Although the subject property is not unusual for the subject's market area, the pool of recent and similar sales is limited. Therefore it was necessary to expand the search for comparable sales back in time, out of a one mile radius from the subject property, and across geographic boundaries to include all of northeastern Monroe County and northwestern Brown County. Although the subject's market area

ADDITIONAL COMMENTS																																														
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<p>is suburban in nature, it is not unusual to expand the search for comparable sales in this way when appraising properties in the area due to the diverse nature of the residential development. This is also not unusual in the Monroe County/Brown County market areas as a whole, and does not appear to have an adverse effect on the validity of the indicated value of this report. In addition, it was necessary to expand the search for sales to include sites which are not similar in in all features. The comparable sales utilized in this report are the best currently available in the subject's general market area and are good indicators of market value for the subject property.</p> <p>In my research for comparables, I used the following parameters: sites of similar utility, which are between 10 and 30 acres in size, which are located in the northeastern Monroe County and northwestern Brown County areas within 7 miles of the subject property, and that sold within the last 15 months.</p> <p>The adjustments made to the comparables in this analysis for site size and location were derived from market data and a paired sales analysis with the data included in this report as well as a sensitivity analysis based on the data included in this analysis. Deriving the site size and location adjustments based on this sensitivity analysis begins with a percentage of the sale price of the closed comparable sales as a starting point for these adjustments, giving greatest weight to those sales with the most physical similarities to the subject property. In order to perform the sensitivity analysis, it is necessary to have bracketing of site size and location with adjustment, which is the case in this appraisal. Changes in adjustment factors are made, and the factors that bring the adjusted sale prices closer together or closer to the range indicated by those sales that do not require adjustment are considered to be reasonable for the subject property. Note that there are other techniques for deriving and supporting these adjustments, but there is an insufficient quantity of data in order to apply some of these techniques in this market area. For instance, a linear regression analysis requires at least 30 data points of very similar data in order to be reliable, and there is simply not that kind of data available in this market area. Extraction from the cost approach is flawed in that it has to rely somewhat on the accuracy of the physical depreciation calculation, which is typically market based and thus employs circular reasoning, significantly reducing its reliability. Sensitivity analysis appears to be the technique most suited to this market area, with support from paired sales analysis.</p> <p>The adjustments made to the comparables in this analysis for differences in other features (site improvements, utilities, outbuildings, etc) were derived from market data and a paired sales analysis with the data included in this report as well as a sensitivity analysis based on the data included in this analysis. Deriving these adjustments based on this sensitivity analysis begins with a percentage of the sale price of the closed comparable sales as a starting point for these adjustments, giving greatest weight to those comparables with the most physical similarities to the subject property. In order to perform the sensitivity analysis, it is necessary to have bracketing with adjustment, which is the case in this appraisal. Changes in adjustment factors are made, and the factors that bring the adjusted sale prices closer together or closer to the range indicated by those sales that do not require adjustment are considered to be reasonable for the subject property. Note that there are other techniques for deriving and supporting these adjustments, but there is an insufficient quantity of data in order to apply some of these techniques in this market area. For instance, a linear regression analysis requires at least 30 data points of very similar data in order to be reliable, and there is simply not that kind of data available in this market area. Extraction from the cost approach is flawed in that it has to rely somewhat on the accuracy of the physical depreciation calculation, which is typically market based and thus employs circular reasoning, significantly reducing its reliability. Sensitivity analysis appears to be the technique most suited to this market area, with support from paired sales analysis.</p> <p>Sale one is a smaller site, in the northeastern Monroe County market area. Although superior in proximity and convenience to employment and support facilities in the Bloomington area, this is offset by the subject's close proximity to Lake Lemon, a recreational lake. None of sale one's site is in a flood zone, therefore a downward location adjustment has been made to this sale.</p> <p>Sale two is a smaller site, in the northeastern Monroe County market area and is relatively similar in location. This sale is similar to the subject property as a portion of its site is in a flood zone.</p> <p>Sale three is a smaller site, in the northeastern Monroe County market area. Although superior in proximity and convenience to employment and support facilities in the Bloomington area, this is offset by the subject's close proximity to Lake Lemon, a recreational lake. This sale's location is superior in appeal due to its location within a residential subdivision that provides for the consistency of residential development that surrounds it, which is superior to the subject location in an area with a wide variety of residential development. None of sale three's site is in a flood zone, therefore an additional downward location adjustment has been made to this sale.</p> <p>Four of the six sales included in this analysis include sale dates which are somewhat dated, as these properties sold more than six months from the effective date of this report. This is due to the aforementioned need to expand the search for comparable sales back in time. Although market data indicates that there may be upward appreciation for residential properties within the subject's market area, the recent data included in this analysis does not provide conclusive support for time adjustments, therefore no time adjustments have been made. The fact that these sales are somewhat dated does not appear to have an adverse effect on the sales' validity or reliability as indicators of value.</p> <p>Based on the sales employed in this analysis and a survey of the subject neighborhood the subject's estimated marketing time, which is defined as the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal, is up to twelve months. The estimated exposure time, which is defined as the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal, is estimated to be up to twelve months. While this is longer than typical for improved properties in the subject's market area, this marketing time estimate is typical for vacant single family sites.</p> <h3>FINAL RECONCILIATION</h3> <table><tr><th colspan="2"></th><th colspan="2">General Weighted Analysis</th></tr><tr><th>Comparable Sale</th><th>Adjusted Value</th><th>Weighed Factor</th><th>Weighted Value</th></tr><tr><td>Number 1:</td><td>\$103,500</td><td>45.00%</td><td>\$46,575</td></tr><tr><td>Number 2:</td><td>\$103,500</td><td>45.00%</td><td>\$46,575</td></tr><tr><td>Number 3:</td><td>\$115,000</td><td>2.50%</td><td>\$2,875</td></tr><tr><td>Number 4:</td><td>\$128,000</td><td>2.50%</td><td>\$3,200</td></tr><tr><td>Number 5</td><td>\$168,000</td><td>2.50%</td><td>\$4,200</td></tr><tr><td>Number 6</td><td>\$81,000</td><td>2.50%</td><td>\$2,025</td></tr><tr><td></td><td>Sums</td><td>100.00%</td><td>\$105,450</td></tr></table> <p>While averages and medians of the adjusted sale prices of comparable sales are not typically relied on for determining the final value conclusion in the sales comparison approach, the following analysis provides some support to the value conclusion of this report</p> <table><tr><td>Average adjusted sale price of all six sales</td><td>-</td><td>\$116,500</td></tr><tr><td>Median adjusted sale price of all six sales</td><td>-</td><td>\$109,250</td></tr></table> <p>Note that the sales in this report include a wide range of adjusted values. This is due to the aforementioned need to utilize properties which vary significantly from the subject property. While further adjustments may be warranted for site utility, site appeal, and view, and other features, these adjustments were not made due to the limited pool of recent and similar sales to provide conclusive support for these adjustments. The fact that this analysis includes a wide range of adjusted values does not appear to have any measurable effect on the</p>							General Weighted Analysis		Comparable Sale	Adjusted Value	Weighed Factor	Weighted Value	Number 1:	\$103,500	45.00%	\$46,575	Number 2:	\$103,500	45.00%	\$46,575	Number 3:	\$115,000	2.50%	\$2,875	Number 4:	\$128,000	2.50%	\$3,200	Number 5	\$168,000	2.50%	\$4,200	Number 6	\$81,000	2.50%	\$2,025		Sums	100.00%	\$105,450	Average adjusted sale price of all six sales	-	\$116,500	Median adjusted sale price of all six sales	-	\$109,250
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ADDITIONAL COMMENTS									
Page 3									
Intended User		Lake Lemon Conservancy District							
Property Address		South Shore Drive							
City	Unionville	County	Brown	State	IN	Zip Code	47468		
Client		Lake Lemon Conservancy District							
<p>validity or reliability of this report.</p> <p>It should be noted that large adjustments have been made to each of the comparable sales due to the relatively unique nature of the subject property and five of the six comparable sales include larger than typical single line, gross, and/or net adjustments. Although this is not desirable, it was unavoidable, as there is no known sale of a property similar to the subject property in all ways in the Lake Lemon market area. These larger than typical adjustments do not appear to have an adverse effect on the comparable's validity or reliability as an indicator of value.</p>									

PHOTOGRAPH ADDENDUM

Intended User	Lake Lemon Conservancy District				
Property Address	South Shore Drive				
City	Unionville	County	Brown	State	IN
				Zip Code	47468
Client	Lake Lemon Conservancy District				



Subject Property



Subject Property



Street Scene

PHOTOGRAPH ADDENDUM

Intended User	Lake Lemon Conservancy District				
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				Zip Code	47468
Client	Lake Lemon Conservancy District				



Subject Property



Subject Property



Street Scene

PHOTOGRAPH ADDENDUM

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Subject Property



Subject Property



Subject Property

PHOTOGRAPH ADDENDUM

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Client	Lake Lemon Conservancy District				



Subject Property



Subject Property



Subject Property

PHOTOGRAPH ADDENDUM

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Client	Lake Lemon Conservancy District				



Railroad Easement



Railroad Easement



Subject Property

PHOTOGRAPH ADDENDUM

Intended User	Lake Lemon Conservancy District				
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Subject Property



Subject Property



Subject Property

PHOTOGRAPH ADDENDUM

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Subject Property



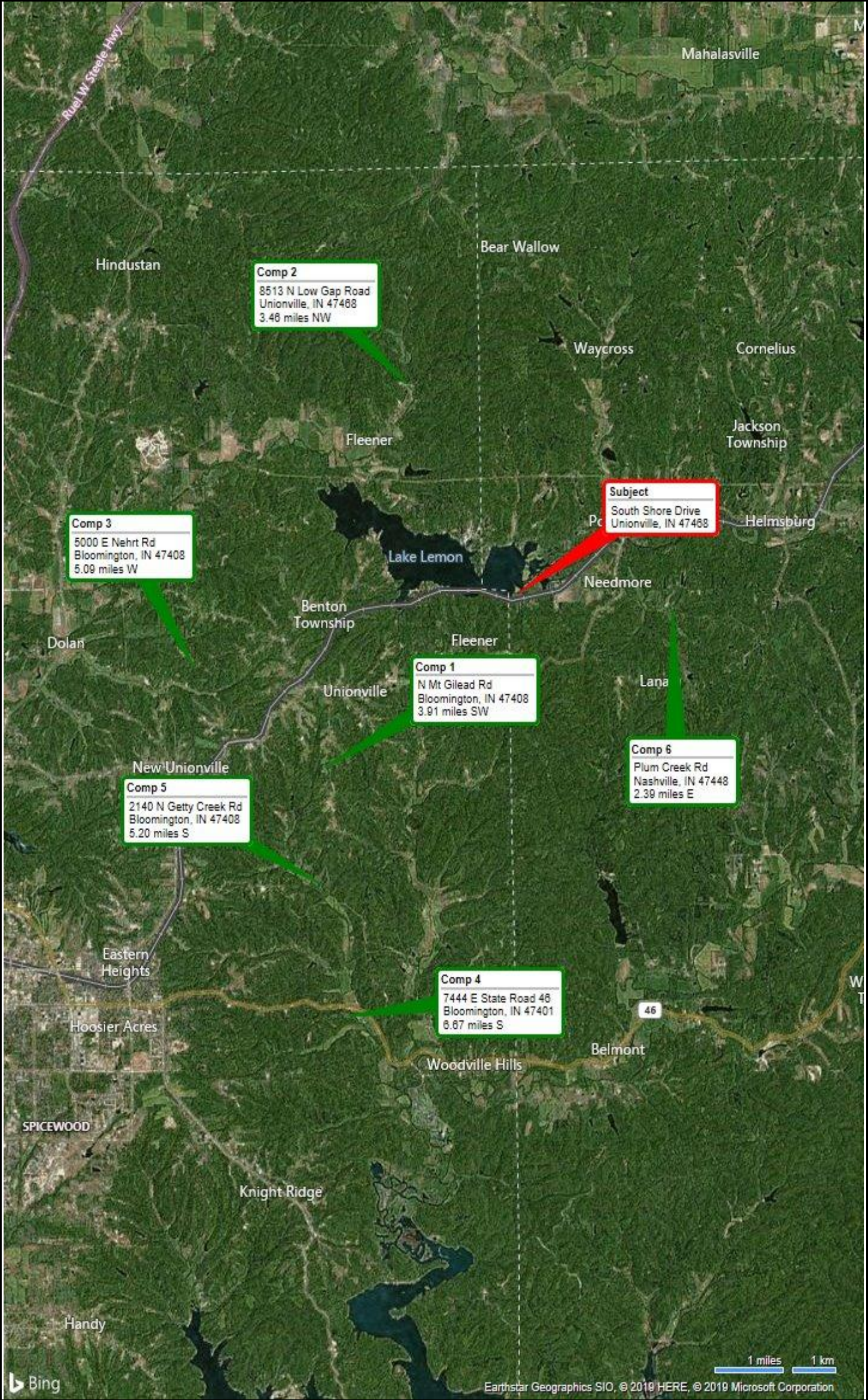
Subject Property



For Sale

Location Map

Intended User	Lake Lemon Conservancy District				
Property Address	South Shore Drive				
City	Unionville	County	Brown	State	IN
				Zip Code	47468
Client	Lake Lemon Conservancy District				



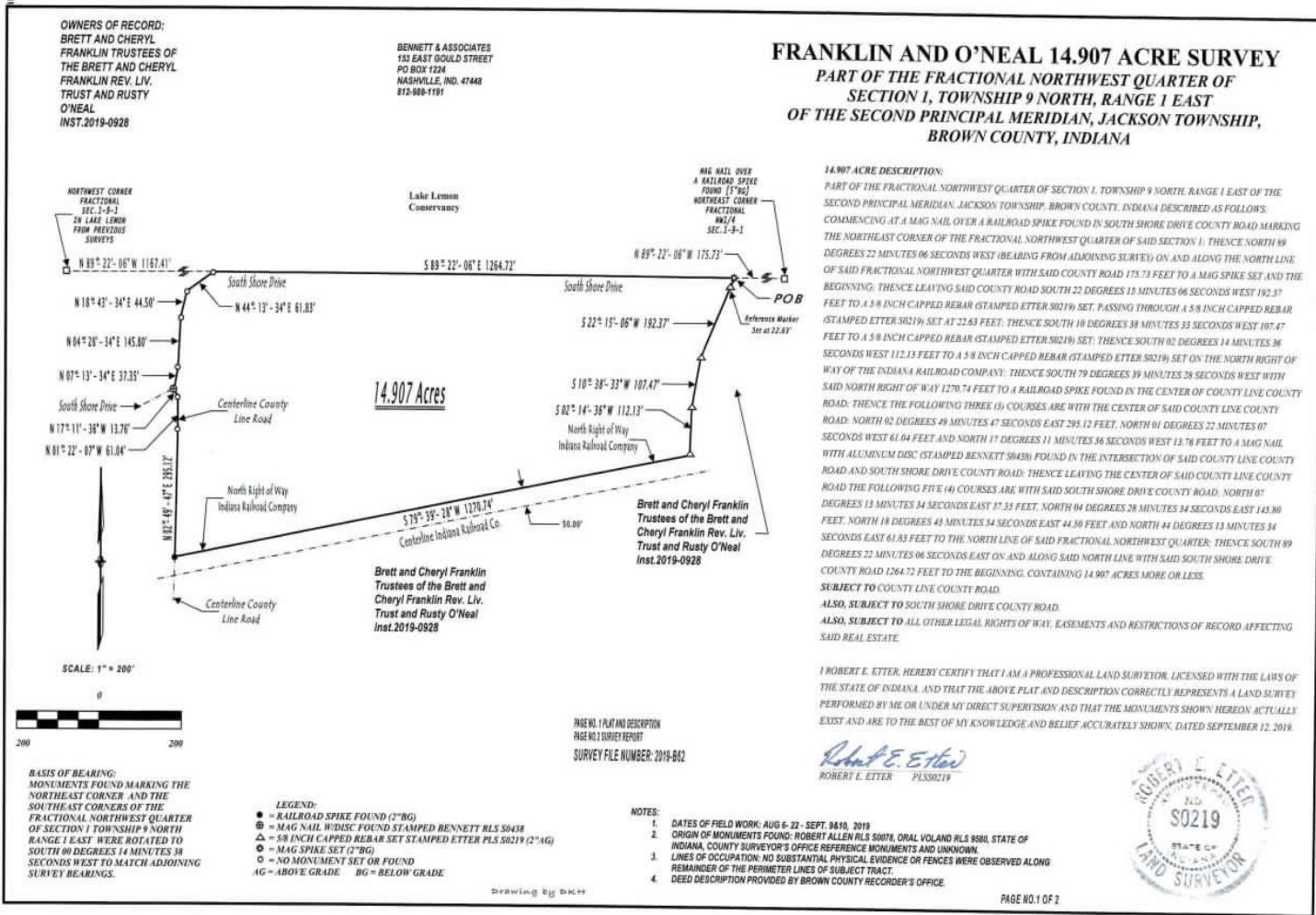
SITE PLAN

Intended User	Lake Lemon Conservancy District				
Property Address	South Shore Drive				
City	Unionville	County	Brown	State	IN
				Zip Code	47468
Client	Lake Lemon Conservancy District				



SURVEY

Intended User Lake Lemon Conservancy District
Property Address South Shore Drive
City Unionville County Brown State IN Zip Code 47468
Client Lake Lemon Conservancy District



FLOOD MAP

Intended User	Lake Lemon Conservancy District				
Property Address	South Shore Drive				
City	Unionville	County	Brown	State	IN
				Zip Code	47468
Client	Lake Lemon Conservancy District				



This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Jeffrey Goldin
Company Name Goldin Appraisal Group
Company Address 101 W Kirkwood Ave #246
Bloomington, IN 47404
Telephone Number 812-219-9278
Email Address jeff@goldinappraisal.com
Date of Signature and Report 10/25/2019
Effective Date of Appraisal October 15, 2019
State Certification # CR49300166
or State License # _____
or Other _____ State # _____
State IN
Expiration Date of Certification or License 06/30/2020

ADDRESS OF PROPERTY APPRAISED
South Shore Drive
Unionville, IN 47468
APPRAISED VALUE OF SUBJECT PROPERTY \$ 104,000
CLIENT
Name Mr. Adam Casey
Company Name Lake Lemon Conservancy District
Company Address 7599 N Tunnel Rd
Unionville, IN 47468
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Borrower/Client Lake Lemon Conservancy District			
Property Address South Shore Drive			
City Unionville	County Brown	State IN	Zip Code 47468
Lender/Client Lake Lemon Conservancy District			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ **Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ **Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
 - The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
 - This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☐ I have **NOT** made a personal inspection of the property that is the subject of this report.
- ☒ I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

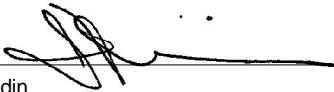
Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: Based on the sales employed in this analysis and a survey of the subject neighborhood the subject's estimated marketing time, which is defined as the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal, is up to twelve months. The estimated exposure time, which is defined as the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal, is estimated to be up to twelve months. While this is longer than typical for improved properties in the subject's market area, this marketing time estimate is typical for vacant single family sites.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 365 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 365 day(s).

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature 	Signature _____
Name Jeffrey Goldin	Name _____
Date of Signature 10/25/2019	Date of Signature _____
State Certification # CR49300166	State Certification # _____
or State License # _____	or State License # _____
State IN	State _____
Expiration Date of Certification or License 06/30/2020	Expiration Date of Certification or License _____
Effective Date of Appraisal October 15, 2019	Supervisory Appraiser Inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior

DISCLOSURE ADDENDUM

Intended User	Lake Lemon Conservancy District				
Property Address	South Shore Drive				
City	Unionville	County	Brown	State	IN
				Zip Code	47468
Client	Lake Lemon Conservancy District				

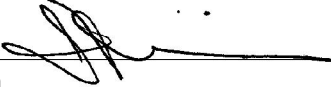
DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:



Signature: _____

Name: Jeffrey Goldin

Date Signed: 10/25/2019

State Certification #: CR49300166

or State License #: _____

State: IN

Expiration Date of Certification or License: 06/30/2020

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

☐ Did

☐ Did Not Inspect Property

Appraiser Independence Certification

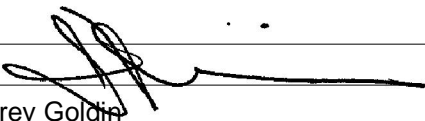
I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignments and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Lake Lemon Conservancy District or any third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of Lake Lemon Conservancy District attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Lake Lemon Conservancy District has not participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

Appraiser's Signature: 	State License No: CR49300166
Appraiser's Name: Jeffrey Goldin	Date: 10/25/2019
Address of Property Appraised: South Shore Drive	

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regards to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as 'nonpublic personal information' about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information. Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

**OFFER TO PURCHASE
REAL ESTATE**

Dated 10/31/19

BUYER Lake Lemon Conservancy District

Agrees to purchase from **SELLER** Brett and Cheryl Franklin Joint Revocable Living Trust and Rusty O'Neal, Indiana **property** located in:

State of Indiana, Brown County
Jackson Township
PT NW 1/4 SEC 1 T9N R1E Section 14.9 Acres +/-

Parcel # 008-12280-00

For the amount of
One Hundred and Two Thousand Dollars.
(\$ \$102,000.00)

Seller agrees to supply Buyer with title insurance and clear title on day of closing at Seller's expense. All other closing costs shall be paid for by Buyer, Taxes will be prorated. Closing shall be within one week of Title work completion.

Earnest money of One Hundred and Two Thousand Dollars (\$ \$102,000.00)
ck# _____ will be applied towards purchase price at closing.

Purchase Contingent upon the successful approval of Additional Appropriation, for the Amount of \$102,000.00, From the Department of Local government Finance

Buyer's signature(s)

Seller signature(s)

Witness

Date

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mary Jane Brown, Vice-Chairman
Action Requested	Acceptance of conflict of interest form and approval of agreements
Item/Subject	Schell Marina- Conflict of interest form and Agreements
Dollar Amount	N/A
Meeting Date	October 31st , 2019
Summary	Submission of Conflict of Interest forms from Lora Schell and approval of 2020 Schell Marina, LLC- Marina/Club agreement and Service agreement for sale of boat permits.
Staff Recommendation	Acceptance of COI and Approval of Agreements

MARINA/CLUB AGREEMENT

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

WITNESSETH:

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

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

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

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through marina operations, the Marina/Club shall pay a Commercial Marina Fee each calendar year as a charge for such access and use. In addition, the Marina/Club shall pay a fee per boat slip occupied/rented for each calendar year during the term of this Agreement. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis.
2. For calendar year 2020, the Marina/Club shall pay fees to LLCD, as follows:
 - a. One Thousand Dollars (\$1,000.00) Commercial Marina Fee; and
 - b. Seventy-five Dollars (\$75.00) per slip for occupied wet boat slips rented to the general public; and

- c. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied PWC slips rented to the general public.
 - d. The fees shall be calculated and paid on a calendar year basis, as follows:
 - i. The Commercial Marina Fee shall be paid to the LLCD, in full, by the 15th day of March, 2020.
 - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
 - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - e. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15th of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year,
5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 31st day of October, 2019.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Name Printed: _____

By: _____
Name Printed: Adam Casey
Title: Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
Vic Kelson, CBU Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

Date of Check _____ Check Number _____ Check Amount _____

SERVICE AGREEMENT
FOR SALE OF BOAT PERMITS

THIS AGREEMENT is entered into this 31st day of October, 2019, by and between the Lake Lemon Conservancy District (“LLCD”) and Schell Marina, LLC (“Marina”). In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

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

2. Term. The Term shall be from January 1st, 2020 to December 31, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lake Lemon Conservancy District:

Marina:

By: _____

Its: Manager

296095/11820-35

Schell Marina, LLC

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval of 2020 Agreements
Item/Subject	Approval of 2020 Agreements
Dollar Amount	N/A
Meeting Date	October 31st , 2019
Summary	Annual Agreements updated for 2020
Staff Recommendation	Approval of Annual Agreements



Lemon Conservancy District

2020 SURPLUS PARCEL SUBLEASE AGREEMENT

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

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

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

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

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

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

1. DEFINITIONS.

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31st day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2020. The final due date for sublease fee payment shall be May 31, 2020 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.

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

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

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

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

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

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

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

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

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

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

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this _____ day of _____, 2020.

SUBLESSEE

By:

*

(Signature)

*Name Printed: _____

*Lake Address: _____

*Telephone: _____

*Home Address: _____

*Telephone _____

*Parcel Location: _____

LAKE LEMON CONSERVANCY DISTRICT

By:

(Signature)

Title: LLCD District Manager

CITY OF BLOOMINGTON UTILITIES

By:

(Signature)

Name Printed: Vic Kelson

Title: CBU Director

* Allow 4-6 weeks for processing.

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

LLCD
7599 North Tunnel Road
Unionville, IN 47468

For Office Use Only

Date of Check _____ **Check Number** _____ **Check Amount** _____

Sublease Dock Registration Number _____

2020 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter “CBU”) and the **Lake Lemon Conservancy District** (hereinafter “LLCD”) and **Port Hole Inn, INC.** (hereinafter “Port Hole”).

WITNESSETH:

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

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

WHEREAS, the Port Hole owns real estate non-adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon through the LLCD’s Surplus Parcel Sub-Lease Policies for its patrons and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through and across the land owned by the CBU and leased to the LLCD (“Surplus Parcel”) as well as installation of a commercial dock on the lake for its patrons and business invitees, the Port Hole shall pay a Commercial Surplus Parcel Sub-lease Agreement fee each calendar year as a charge for such access and use. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis. This Sublease Agreement permits the Port Hole to construct a dock, in accordance with this Agreement, and allow Port Hole patrons and invitees use of the dock for access from the lake to its business operation. This Agreement does not confer or create any other rights or privileges for the Port Hole beyond providing access to the lake and for placement of a dock, all in accordance with the terms and condition of this Agreement. Port Hole shall be fully responsible for monitoring the use of the dock and enforcing lake regulations thereon and for maintaining the Surplus Parcel and dock area in a healthful and clean condition.

2. For calendar year 2020, the Port Hole shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2020.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this ____ day of _____, 2020.

PORT HOLE INN, INC:

LAKE LEMON CONSERVANCY DISTRICT

By: _____
Sands & Sands Properties, LLC
Name Printed: _____

By: _____
Adam Casey, LLCDC District Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
Vic Kelson, CBU Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Sublease Dock Registration Number _____

2020 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT

This AGREEMENT is made between the **City of Bloomington Utilities** (hereinafter “CBU”) and the **Lake Lemon Conservancy District** (hereinafter “LLCD”) and **Pop’s Dock and Lift, LLC**. (hereinafter “Pop’s Dock”).

WITNESSETH:

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

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

WHEREAS, the Pop’s Dock owns real estate non-adjacent to the lake and is allowed to conduct activities and business on Lake Lemon and desires to secure access to Lake Lemon through the LLCD’s Surplus Parcel Sub-Lease Policies for a dock and lift company and pay fees as adopted by the LLCD;

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

1. In exchange for the benefits conferred by CBU and LLCD, including access and use of Lake Lemon through and across the land owned by the CBU and leased to the LLCD (“Surplus Parcel”) as well as installation of a commercial dock on the lake, Pop’s Dock shall pay a Commercial Surplus Parcel Sub-lease Agreement fee each calendar year as a charge for such access and use. Such fees shall be charged in accordance with LLCD Resolution adopting fees and charges, as the same is passed by the LLCD on an annual basis. This Sublease Agreement permits the Pop’s Dock to construct a dock, in accordance with this Agreement, and allow Pop’s Dock to place a dock and lift work boat on the lake for its business operation. This Agreement does not confer or create any other rights or privileges for the Pop’s Dock beyond providing access to the lake and for placement of a dock, all in accordance with the terms and condition of this Agreement. Pop’s Dock shall be fully responsible for monitoring the use of the dock and enforcing lake regulations thereon and for maintaining the Surplus Parcel and dock area in a healthful and clean condition.

2. For calendar year 2020, Pop's Dock shall pay a fee to LLCD, as follows:
 - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
 - b. The fee shall be paid on a calendar year basis, by March 1st.
 - c. Agreement terminates on December 31, 2020.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Pop's Dock may install one (1) dock accommodating a dock and lift work boat.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. Pop's Dock shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1st of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by Pop's Dock with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If Pop's Dock sells the real estate on which Pop's Dock is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by Pop's Dock. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Pop's Dock shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Pop's Dock fails to do so, LLCD may take such steps necessary to remove Pop's Dock's property and Pop's Dock shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from Pop's Dock. If Pop's Dock fails to pay the annual fee, or any debt owed to LLCD by Pop's Dock, a lien shall be recorded against the real estate owned by Pop's Dock until said debt is satisfied in full.
8. Pop's Dock, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS
PARCEL SUB-LEASE AGREEMENT this ____ day of _____, 2020.

POP'S DOCK & LIFT, LLC:

LAKE LEMON CONSERVANCY DISTRICT

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

By: _____
Adam Casey, LLCD District Manager

Mailing Address: _____

CITY OF BLOOMINGTON UTILITIES

Telephone: _____

By: _____
Vic Kelson, CBU Director

For Office Use Only

Date of Check _____ Check Number _____ Check Amount _____

Sublease Dock Registration Number _____

LAND USE AGREEMENT

THIS LAND USE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on October 31st, 2019 (the "Effective Date"), by and between KENNETH D. CLARK and EDITH A CLARK ("CLARK"), and the LAKE LEMON CONSERVANCY DISTRICT ("LLCD").

Article 1. LAND

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

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

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

Article 2. TERM

Section 2.01. **Commencement and Expiration Dates** This Agreement shall commence on the Effective Date and end on December 31st, 2020, unless extended as provided in Section 2.02.

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

Article 3. PAYMENT, TAXES AND INSURANCE

Section 3.01. **Payment** LLCD shall pay CLARK the sum of one thousand dollars (\$1,000.00) per calendar year for use of the Demised Land. Payment for calendar year 2020 shall be made prior to January 31st, 2020. Thereafter, payment for calendar year 2021 shall be made on or before January 31, 2021; payment for calendar year 2022 shall be made on or before January 31, 2022. In the event that the Term of this agreement is extended beyond calendar year 2022 pursuant to Section 2.02 above, payment shall be made on or before the 31st day of January for each renewal year, as well.

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

Section 3.03. **Insurance**

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

Article 4. USE OF PREMISES

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

Article 5. DEFAULT AND REMEDIES

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

Article 6. SURRENDER OF POSSESSION

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

Article 7. MECHANICS' LIENS

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

Article 8. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

So Agreed as of the Effective Date written above.

KENNETH D. CLARK

EDITH A. CLARK

LAKE LEMON CONSERVANCY
DISTRICT

By:_____

Printed Name: _____

Its Chairman, Board of Directors

396407 / 11820-32

AGREEMENT FOR THE USE OF RIDDLE POINT PARK PROPERTY

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

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

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

1. BGCB shall be permitted to use said facilities year-round from January 1, 2020 to December 31, 2020.
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 31st day of October, 2019.

**LAKE LEMON
CONSERVANCY DISTRICT**

By its Board of Directors

Pam Dugan, Chairman

Date

**BOYS AND GIRLS CLUB OF
BLOOMINGTON**

By its Board of Directors

President

Date

Exhibit 1

PARENTAL PERMISSION SLIP AND RELEASE FORM

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

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

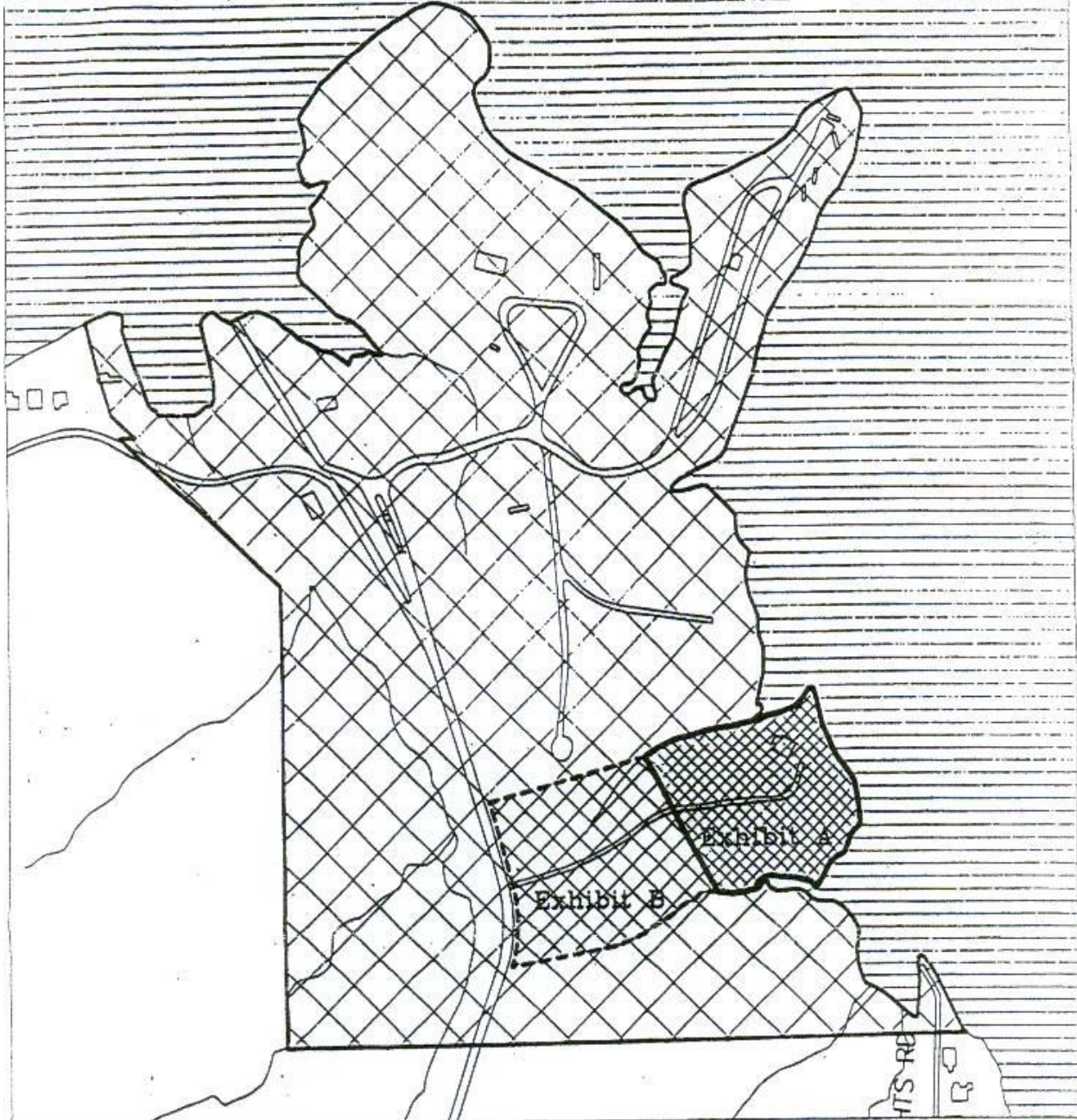
Parent or Guardian Signature

Date

Address

Phone number in case of emergency

Exhibit 2



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

By: grayd
30 Oct 01
File: LRiddleBGC

300' 0 300 600 900

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 2020, the Marina/Club shall pay fees to LLCD, as follows:
 - a. Five Hundred Dollars (\$500.00) Not for Profit Marina Fee; and
 - b. Thirty-seven Dollars and Fifty cents (\$37.50) per slip for occupied/rented wet boat slips.
 - c. The fees shall be calculated and paid on a calendar year basis, as follows:

- i. The Not for Profit Marina Fee shall be paid to the LLCD, in full, by the 15th day of March, 2020.
 - ii. The fee per boat slip ("Boat Slip Fee") shall be due in two (2) installments per calendar year, based on the actual number of boat slips occupied/rented by the Marina/Club for each calendar year.
 - a. The first installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of July, based on the actual number of boat slips occupied/rented by the Marina/Club as of the 30th day of June; and,
 - b. The second installment for Boat Slip Fees shall be due and payable to LLCD on or by the 15th day of October for boat slips occupied/rented by the Marina/Club between July 1st and September 30th and not previously paid in the first installment.
 - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full. The Marina/Club shall provide verification and documentation to LLCD, upon request, to substantiate the number of slips occupied and/or rented.
3. The Marina/Club shall provide a Certificate of Insurance by March 15th of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, with such insurance showing LLCD and CBU as additional insureds.
 4. In the event of any breach of this Agreement, or breach of other agreement by the Marina/Club with the LLCD, and upon giving sixty (60) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall end. If the Marina/Club sells the real estate on which the Marina/Club is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Marina/Club. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year.
 5. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due, it shall be entitled to recover reasonable attorney fees and the costs of collection from the Marina/Club. If the Marina/Club fails to pay the annual fee, or any debt owed to LLCD by the Marina/Club, a lien shall be placed upon the real estate owned by the Marina/Club until said debt is satisfied in full.
 6. Marina/Club, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same

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

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

THE PARTIES, intending to be bound, have executed this MARINA/CLUB AGREEMENT this 31st day of October, 2019.

MARINA/CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By:_____

By:_____

Name Printed:_____

Name Printed: Adam Casey

Title: Manager

Mailing Address:_____

CITY OF BLOOMINGTON UTILITIES

By: _____

Telephone:_____

Vic Kelson, CBU Director

For Office Use Only

Date of Check_____ Check Number_____ Check Amount_____

Date of Check_____ Check Number_____ Check Amount_____

Date of Check_____ Check Number_____ Check Amount_____

RIDDLE POINT PARK USE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

1. Lake Lemon Conservancy District (LLCD) hereby grants RPRA permission and authorization to access and utilize Riddle Point Park and Lake Lemon in conjunction with and consistent with the terms of the Memorandum of Understanding with the Boys and Girls Club of Bloomington and as further provided by this Agreement. This Agreement commences on January 1, 2020 and shall be for a one year term. It may be renewed on an annual basis by written agreement of the parties.
2. All operation and maintenance costs associated with RPRA's use of Lake Lemon or Riddle Point Park under this Agreement shall be the sole responsibility of RPRA.
3. RPRA will be permitted to utilize a boat dock jointly with Boys and Girls Club of Bloomington on Lake Lemon for use by RPRA in accordance with this Agreement and the rules and regulations of the LLCD, as the same may be amended from time to time.
4. At all times during the term of this Agreement, RPRA shall maintain and include the LLCD and CBU as "additional insureds" on a liability insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting arising under or from this Agreement which shall include damages, expenses and attorney fees. The minimum coverage amounts for the commercial general liability insurance maintained by RPRA shall be One Million Dollars (\$1,000,000.00) for each occurrence, \$300,000 for property damage and \$5,000,000 general aggregate coverage. RPRA shall provide a Certificate of Liability Insurance to LLCD.
5. RPRA shall be required to purchase annual boat passes in accordance with the regulations of LLCD and may do so at the resident rate so long as this Agreement is in full force and effect and there is no event of default.
6. RPRA shall comply with all rules and regulations of the LLCD and Riddle Point Park. It shall further comply with all federal, state, county and local ordinances, laws, rules and regulations pertaining to activities contemplated by the Memorandum of Understanding and this Agreement.
7. RPRA acknowledges that use of Lake Lemon and Riddle Point Park will not be exclusive to RPRA. Any dispute or disagreement of any kind regarding use or access to Lake Lemon or Riddle Point Park shall be resolved by LLCD and RPRA shall be bound to the decision of LLCD with respect thereto.
8. RPRA shall be responsible for all damages of any kind arising from RPRA's use of Lake Lemon and Riddle Point Park or other facilities arising from this Agreement, including but not limited to property damage, clean up costs, and expenses incurred in enforcement of this provision, including LLCD's reasonable attorney fees and other costs incurred by LLCD.
9. In the event that RPRA fails, at any time, to comply with any provision of this Agreement, LLCD may terminate this Agreement upon the giving of notice to RPRA or set forth additional restrictions, as it deems proper in its sole discretion.

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

THE PARTIES, intending to be bound, have executed this RIDDLE POINT PARK USE AGREEMENT this 31st day of October, 2019.

**RIDDLE POINT
ROWING ASSOCIATION:**

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

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

Address: PO BOX 1161

Nashville, IN 47448

SPECIAL USE AGREEMENT

This Special Use Agreement is made by and between the **City of Bloomington Utilities** (hereinafter "CBU"), **Lake Lemon Conservancy District** (hereinafter "LLCD") and **Indiana Water Ski Club** (hereinafter "SKI CLUB").

WITNESSETH:

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

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

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

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

1. Lake Lemon Conservancy District (LLCD) and the CBU hereby issue a special use permit to SKI CLUB to install and utilize a slalom ski course on Lake Lemon. This Agreement commences on March 1, 2020 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, SKI CLUB will install fixtures in Lake Lemon to create a slalom ski course on Lake Lemon. If the use of such fixtures is to be discontinued by SKI CLUB or the special use permit revoked, canceled or terminated for any reason, SKI CLUB shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of SKI CLUB. SKI CLUB shall use a sinkable type course and will sink the course on Friday-Sunday between the months of May and September.
3. SKI CLUB shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCD or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions

designed to protect the exposure and liability of Indiana University Ski Club as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by Indiana University. The minimum coverage for its insurance policy shall be One Million Dollars (\$1,000,000.00).

4. SKI CLUB shall be solely responsible for providing and maintaining sanitary facilities, parking assistance, clean-up following an event, repair of any property damage resulting or arising from this Special Use Agreement.
5. In the event of a breach of this Agreement the non-breaching party may:
 - 1) Terminate this Agreement;
 - 2) Seek any remedy available in law or equity; and/or
 - 3) LLCD may revoke the special use permit upon breach by SKI CLUB

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

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

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 31st day of October 2019.

INDIANA UNIVERSITY SKI CLUB:

LAKE LEMON CONSERVANCY DISTRICT

By: _____

By: _____

Name Printed: _____

Pam Dugan
Chairman

Address: _____

CITY OF BLOOMINGTON UTILITIES

By: _____

Vic Kelson
Deputy Director

SPECIAL USE AGREEMENT

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

WITNESSETH:

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

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

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

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

1. Lake Lemon Conservancy District (LLCD) and the CBU hereby issue a special use permit to IU to conduct competitive rowing events on Lake Lemon. This Agreement commences on January 1, 2020 and shall be for a one (1) year term. It may be renewed by written agreement of the parties.
2. Based on prior agreement of the parties, IU has installed fixtures in Lake Lemon to create a rowing course on Lake Lemon. If the use of such fixtures is to be discontinued by IU or the special use permit revoked, canceled or terminated for any reason, IU shall be responsible for removing all fixtures within a reasonable period of time, which obligation shall survive termination of this Agreement. All operation and maintenance costs associated with the installation, use and/or removal of the fixtures shall be the sole responsibility of Indiana University. The parties acknowledge that in addition to the fixtures installed in Lake Lemon, as referenced above, IU may utilize temporary event fixtures, which fixtures shall be installed and removed on the day of the rowing event by IU.

3. IU shall add the LLCD and CBU as "additional insureds" on its insurance policy and shall hold harmless and indemnify LLCD and CBU for any and all claims and liability resulting or arising from this Special Use Agreement, unless such claim and/or liability is the result of the negligence or willful misconduct of the LLCD or CBU, which will include damages, expenses and attorney fees. Indiana University's obligations under this Paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Indiana University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by Indiana University. The minimum coverage for its insurance policy shall be One Million Dollars (\$1,000,000.00).
4. IU shall be solely responsible for providing and maintaining sanitary facilities, parking assistance, clean-up following an event, repair of any property damage resulting or arising from this Special Use Agreement and shall provide other event-related assistance at Riddle Point Park and Lake Lemon as reasonably requested by LLCD and CBU.
5. IU shall pay to LLCD a special use permit fee of Four Hundred Dollars (\$400.00) for the Annual Dale England Cup Regatta. Permit fees paid in full at least thirty (30) days prior to event date. No additional daily use or launch fees shall be charged for watercraft involved in the events. All specific events and dates must be approved, in advance, by LLCD, which approval shall include written notification by LLCD in the form of the Event Plan, described in paragraph 6, below.
6. For each event to be held at the LLCD, IU shall provide a written, specific Event Plan which plan will incorporate all relevant rules and regulations for the event, the steps taken by IU and the LLCD to cooperatively host said event and the respective duties of each party relating to the specific event. The Event Plan will be approved by both parties, in writing, and signed by the LLCD and IU and shall be incorporated as a part of this Agreement as an Addendum, as if fully set forth herein.
7. In the event of a breach of this Agreement the non-breaching party may:
 - 1) Terminate this Agreement;
 - 2) Seek any remedy available in law or equity; and/or
 - 3) LLCD may revoke the special use permit upon breach by IU

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

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

THE PARTIES, intending to be bound, have executed this SPECIAL USE AGREEMENT this 31st day of October 2019.

INDIANA UNIVERSITY:

By: _____

Name Printed: _____

Address: _____

LAKE LEMON CONSERVANCY DISTRICT

By: _____

Adam Casey
Manager

CITY OF BLOOMINGTON UTILITIES

By: _____

Vic Kelson
CBU Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 31st day of October, 2019, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19th Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2020 to December 31, 2020, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to Watkins \$450.00 per month.

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

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

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

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

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

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

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

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 _____

Shirley Watkins, CPA

356682/11820-72

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 31st day of October, 2019, by and between the Lake Lemon Conservancy District ("LLCD") and CARMINPARKER, PC, located at 116 West 6th Street, Suite 200, Bloomington, Indiana 47404 ("CARMINPARKER").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2020 to December 31, 2020, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to CARMINPARKER's hourly rate of \$175.00 per hour for attorney services and \$90 per hour for paralegal services, for the services rendered within twenty (20) days of the receipt.

5. Relationship of the Parties. CARMINPARKER is retained for the purposes and to the extent set forth in this Agreement, and CARMINPARKER's relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by CARMINPARKER under this Agreement (except for expecting CARMINPARKER to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by CARMINPARKER. CARMINPARKER is an independent contractor in the performance of each and every part of this Agreement. CARMINPARKER is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on

account of the services required to be performed by CARMINPARKER under this Agreement, whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute CARMINPARKER as the agent, employee, or representative of LLCD.

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

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

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

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

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

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

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

Lake Lemon Conservancy District:

CARMINPARKER, PC

By: _____
Its: _____

By: _____
Its: _____

393910/11820-72

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 31st day of October, 2019, 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, 2020 to December 31, 2020, 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 \$45,000.00 in 2020 premiums. First Insurance is to provide notice to the LLCD Board of any premium changes throughout the term of the Agreement.

5. Relationship of the Parties. First Insurance is retained for the purposes and to the extent set forth in this Agreement, and First Insurance’s relationship to LLCD shall be that of an independent contractor. LLCD is in no way associated with or otherwise connected with the actual performance of the services required to be performed by First Insurance under this Agreement (except for expecting First Insurance to remain licensed and provide services in a professional manner) nor as to the employment of labor or the incurring of other expenses by First Insurance. First Insurance is an independent contractor in the performance of each and every part of this Agreement. First Insurance is solely and personally liable for all labor and expenses in connection with this Agreement and for any and all damages that may occur on account of the services required to be performed by First Insurance under this Agreement,

whether for professional malpractice, personal injuries, or damages of any other kind. Nothing in this Agreement shall be construed in any way to constitute First Insurance as the agent, employee, or representative of LLCD.

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

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

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

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

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

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

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

Lake Lemon Conservancy District:

First Insurance Group, Inc.

By: _____
Its: Chairman _____

By: _____
Its: _____

356685

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Mary Jane Brown, Vice- Chairman
Action Requested	Review
Item/Subject	SPC Minutes 9-6-19
Dollar Amount	N/A
Meeting Date	October 11 th , 2019
Summary	Minutes from SPC Meeting10-11-19
Staff Recommendation	N/A

Strategic Planning Committee Meeting
Friday October 11th, 2019 at 3:30pm
LLCD Office

1. Southshore Land Purchase: Update

- a. Adam went over the guidelines the board must follow in order to purchase the land.
 - i. The board must approve an additional appropriation for the amount the land will cost
 - ii. That amount is limited to no more than the average of the two appraisals we are required to get of the land
- b. Adam also let everyone know that there is an \$83k CD maturing in November which can be used to pay for most of the land. The remainder would be paid out of the checking account.
- c. Frank reminded everyone that there's a good possibility in re-cooping some of the cost of the land by logging it in preparation of a disposal site.
- d. Adam discussed the possibility of doing the disposal site preparations "in house".

2. Bond: Update

- a. Adam discussed the possibility of having bond money by July 2020, so we need to start working on a settling pond for the hydraulic dredging project ASAP.
- b. The committee agreed that Adam should get in contact with the CBU prior to going through with the bond to ensure they have no issues with the conservancy taking on that debt.

3. Gatehouse Quotes: Les

- a. Les presented his findings on potential replacements for the aging gatehouse
 - i. He found that having a bathroom at an ADA size is difficult to achieve and in turn more expensive.
 - ii. He presented three options of which the committee was leaning towards Option #3, see attached, due to price and flexibility on design and placement.
 - iii. The committee agreed that Adam and Les need to check with the CBU and Monroe County for building codes and approval.
- b. Les also presented his findings on possible ways to better eradicate nuisance geese around the lake.
 - i. First, he spoke about the harm too many geese can cause to an ecosystem including:
 - 1. There have been findings of upwards of three times higher coliform counts
 - 2. Spread of disease
 - 3. Increased algae due to increased food for algae
 - ii. Next, he spoke about what we can do to prevent these extra numbers of geese.

1. We could hire out a contractor to come in and euthanize them which would cost around \$9,810.00 for 200 geese
 2. We could place bait form goose contraceptive at specific places and hope they eat it which costs around \$8 per pound
 3. We can go around and treat the eggs in the nests by dipping them in vegetable oil or shaking them before they gestate
 - iii. All of these could be helped by a specific group of people around the lake keeping an eye out for nests and where the geese seem to frequent like a “Goose Patrol”.
4. The next meeting will be held Friday December 6th, 2019 at 3:30 pm in the LLCD office.