

LAKE LEMON CONSERVANCY DISTRICT
Board of Directors Meeting
Lake Lemon Conservancy Office
May 4th, 2020
4:00 p.m.

The May 4th, 2020 Board of Directors Meeting of the Lake Lemon Conservancy District was Held remotely using Zoom and was called to order by Chairman Pam Dugan at 4:00 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. Purchase Agreement: Off-Road Truck
 - a. Casey requested a motion to approve the purchase agreement for a 2017 CAT 725c for \$235,000.

WADZINSKI MOTIONED TO APPROVE THE PURCHASE AGREEMENT FOR THE OFF-ROAD TRUCK. SCHELL SECONDED THE MOTION. BROWN, SCHELL, WADZINSKI AND DUGAN "AYES". BLACKWELL AND LADYMAN "NAYS". THE MOTION CARRIED.

- III. Resolution 05-20-02: Peoples State Bank loan for Carrier Truck Purchase (Casey)
 - a. Casey requested a motion to approve Resolution 05-20-02: Peoples State Bank loan for Carrier Truck Purchase.
 - i. This resolution is to use People's State bank for a loan to purchase a 2017 Off-Road Dump truck in the amount of \$235,000.

SCHELL MOTIONED TO APPROVE RESOLUTION 05-20-02: PEOPLES STATE BANK LOAN PROPOSAL FOR CARRIER TRUCK PURCHASE, AS WRITTEN. BROWN SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

- IV. Addendum to Christopher Burke Contract: Soil boring; Construction cost estimates; Wetland management plan
 - a. Casey requested a motion to add an addendum to the contract with Christopher Burke for an additional \$11,500 to do some Soil boring tests, come up with some cost estimates for constructing the site, and a wetland management plan for the overflow pond.

LADYMAN MOTIONED TO APPROVE THE ADDENDUM TO THE CONTRACT WITH CHRISTOPHER BURKE IN THE AMOUNT OF \$11,500. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

V. Resolution 05-20-03: DNR Lake and River Enhanced Grant acceptance

- a. Casey requested a motion to accept the DNR LARE Grant in the amount of \$5,000 to aid financially in our invasive weed treatment.

BROWN MOTIONED TO ACCEPT THE DNR LARE GRANT IN THE AMOUNT OF \$5,000 AND AUTHORIZE THE MATCHING EXPENDITURE.. SCHELL SECONDED THE MOTION. ALL "AYES". THE MOTION CARRIED.

VI. New Business/Correspondence

- a. Dugan discussed the new Codes of Conduct with the board.
 - i. The board decided it would be best to change the distance of 50 feet to "a respectful and safe distance".

VII. Public Comment

- a. Cathy McClure raised some questions about the new letter and requested information from anyone on the lake willing to share about, favorite memories, interesting facts, etc.
- b. Kevin Fagan inquired about how to deal with geese after they have hatched.

VIII. Adjournment

**SCHELL MOTIONED TO ADJOURN THE MAY 4TH, 2020 BOARD OF DIRECTORS MEETING AT 5:22 P.M.
BROWN SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED.**

RESPECTFULLY SUBMITTED BY:

Alex Snooks, Operations Supervisor

LAKE LEMON CONSERVANCY DISTRICT

Board of Directors Meeting
Zoom Digital Board Meeting

Live Stream: https://www.youtube.com/channel/UCmk_E4iu95KkcaX2VC-5TAA

May 4, 2020
4:00 p.m.

AGENDA

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Managers' Report (AC)
 - A. Finance
 - 1. Resolution 05-20-02: Peoples State Bank loan for Carrier Truck Purchase
 - B. Sediment Management Project
 - 1. Purchase Agreement: Off-Road Carrier Truck
 - 2. Addendum to Christopher Burke Contract: Soil boring; Construction cost estimates; Wetland management plan
 - C. Vegetation Management
 - 1. Resolution 05-20-03: DNR Lake and River Enhanced Grant acceptance
- III. New Business / Correspondence for Future Agenda (PD)
Next Board Meeting: To Be Announced
- IX. Adjournment (PD)

Lake Lemon Conservancy District
Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval
Item/Subject	Resolution 05-20-02: Peoples State Bank Loan Proposal for Carrier Truck Purchase
Dollar Amount	\$235,000.00 @ 2.5%
Meeting Date	May 4th, 2020
Summary	Bank Loan Proposal for financing off-highway carrier truck
Staff Recommendation	Approval of Resolution 05-20-02 and Initiation of Loan Process

**RESOLUTION 05-20-02
OF THE BOARD OF DIRECTORS
OF LAKE LEMON CONSERVANCY DISTRICT**

The Board of Directors of Lake Lemon Conservancy District (the “District” or “LLCD”) hereby adopts the following resolutions as the resolutions and actions of the Directors of the District. These resolutions will be filed with the records of the District as the duly authorized actions of the Directors.

WHEREAS, the District requires the purchase additional dredging equipment (“Equipment”) in the form of an off-highway carrier truck and, with the guidance of legal counsel, and due to an urgency and necessity for the Lake Lemon Enhancement Project, is undergoing a special purchase based on quotes received for the acquisition of such Equipment to benefit the District;

WHEREAS, in order to finance the purchase of the Equipment, it will be necessary for the District to obtain a loan from a bank in the approximate sum of Two Hundred Thirty Five Thousand and 00/100 Dollars (\$235,000.00), which financing shall be secured by a UCC filing on the Equipment and other dredging equipment already owned by LLC, all in favor of Lender;

WHEREAS, upon inquiry and investigation, the Board has determined that the loan terms offered by The Peoples State Bank (hereinafter referred to as “Lender”) are most suitable and appropriate for the LLC under the all of the circumstances;

WHEREAS, the LLC Board of Directors have been fully and fairly informed of the proposed loan terms, rate, and conditions, as attached as Exhibit “A”, associated with Lender’s requirements and have approved the transaction and find it in the best interests of the LLC; and

WHEREAS, it will be necessary for the District to execute various documents to consummate the loan transaction with Lender.

NOW, THEREFORE, BE IT RESOLVED: that the Lake Lemon Conservancy District does hereby approve the loan transaction between the District and Lender whereby the Lender will extend the District a loan in the approximate sum of Two Hundred Thirty Five Thousand and 00/100 Dollars (\$235,000.00). Pam Dugan, Mike Blackwell, and Adam Casey are authorized and directed to undertake any and all acts necessary to complete said transaction and to execute any

and all documents including, but not limited to, loan agreements, security agreements, financing statements, promissory notes, or any other documents that may be necessary to consummate the financing and fully accomplish the purchase of the Equipment by LLCD.

IT IS FURTHER RESOLVED that the LLCD Directors Pam Dugan, Mike Blackwell, along with LLCD Manager Adam Casey are hereby authorized to execute documents, certificates, instruments, agreements, and statements required to carry out the actions authorized by this resolution, consistently with the directives set forth above.

IT IS FURTHER RESOLVED that all transactions, if any, in respect to the above- described actions and/or accompanying documents by or on behalf of the District prior to the adoption of this Resolution be, and the same hereby are, in all things ratified, approved, and confirmed.

This action has been taken in accordance with the Indiana Conservancy District Act, Ind. Code § 14-33-1-1 *et seq.*

Dated and effective this XXth day of May, 2020.

LAKE LEMON CONSERVANCY DISTRICT

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 WADZINZKI, Sub-Area V** _____**ATTEST:** _____
LLCD District Manager

EXHIBIT “A”



P.O.BOX 128,
Ellettsville, IN 47429
(812) 876-2228
www.psbanywhere.com

April 28, 2020

Lake Lemon Conservancy District 7599

North Tunnel Road Unionville, IN

47468 ATTN: Adam Casey, District

Manager

TERM SHEET

This term sheet is **not** a commitment to lend money to any borrower(s) referenced herein and is provided based solely on preliminary discussions and outlines terms and conditions under which The Peoples State Bank would consider the loan discussed herein. Upon continuing discussions, The Peoples State Bank will perform its full due diligence in order to render a loan decision.

DATE: April 20, 2020

The following terms and conditions are provided for discussion purposes only.

BORROWER(s):	Lake Lemon Conservancy District
GUARANTORS:	N/A
FACILITY TYPE & AMOUNT:	2 year term loan with fixed quarterly payments of \$12,000 with balloon payment due at maturity. *With the option for another 2 year balloon loan with same or similar terms. \$235,0000
PURPOSE:	To purchase an off-Highway carrier truck/ Dredging equipment
TERM/AMORTIZATION:	2 years (quarterly payments of \$12,000) with renewal option if needed for an additional 2 years.



THE
PEOPLES
STATE HANK

P.O.BOX 128,
Ellettsville, IN 47429
(812) 876-2228
www.psbanywhere.com

RATE:	2.5%
REPAYMENT:	Quarterly payments of principal & interest.
COLLATERAL/ SECURITY:	Loan will be secured by dredging equipment & an off-highway carrier truck, plus all business assets. A UCC filing will be required on all business assets.
COSTS/FEES:	Borrower shall be responsible for paying all reasonable transaction costs which may include but would not be limited to: appraisal, title insurance, survey, environmental work, flood zone certification, legal and other associated costs. In addition a bank underwriting fee of \$400 and an origination fee of \$100. If a loan is ultimately approved and does not close, payment of any transaction costs will be the responsibility of the Borrower.
PRE-PAYMENT:	The loan would not be subject to any type of prepayment penalty.
OTHER:	Global Debt service coverage of 1.25x tested annually as of December 31; Global debt service shall include proposed borrower & guarantors. Proposed borrower would maintain their primary operating deposit account with The Peoples State Bank. Standard due diligence for a commercial real estate loan. Financial reporting and other specific requirements to be determined.
MISC:	

We sincerely appreciate the opportunity to work with you. If you have any questions, please feel free to contact me at (812) 876-2228.

Sincerely,

The Peoples State Bank

By: _____
Alain Bouvier, Vice President

-7-0

Lake Lemon Conservancy District

Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval
Item/Subject	Equipment Purchase Agreement: Off-highway Carrier Truck
Dollar Amount	\$225,610.00
Meeting Date	May 4th, 2020
Summary	Equipment Purchase Agreement between the LLCD and MacCallister Equipment for the purchase of an Off-highway Carrier Truck
Staff Recommendation	Approval of Equipment Purchase Agreement

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT is entered into this 4th day of May 2020, by and among MacAllister Equipment Company, ("MacAllister"), and Lake Lemon Conservancy District, ("LLCD").

WHEREAS, the Lake Lemon Conservancy District is a duly authorized and existing entity by virtue of I.C. 14-33 *et seq*;

WHEREAS, the LLCD manages and operates property owned by the City of Bloomington known as Lake Lemon located in Monroe County and Brown County, Indiana;

WHEREAS, LLCD desires now to set forth the terms and conditions of the purchase of a Off-Highway Carrier Truck from MacAllister as set forth specifically below:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and consideration which the parties agree is sufficient, LLCD and MacAllister hereby agree:

1. Sale and Purchase of Equipment. MacAllister agrees to sell to LLCD, free from all liabilities and encumbrances and LLCD agrees to purchase the 2017 CAT 725C2 ARTICULATED TRUCK DCA1 Serial Number: 02T300230 ("Truck"), subject to the terms and conditions of this Agreement and Exhibit "A".
2. Purchase Price, Delivery Charges, and Manner of Payment.
The total purchase price for the Truck shall be Two Hundred Twenty Five Thousand Six Hundred ten 44 and 00/100 (\$225,610.00) (hereinafter referred to as "Purchase Price") at Closing. Price includes a 12 month, 500 hour Powertrain Warranty as described in Attachment "B".
3. Date of Delivery. MacAllister will be responsible for the delivery of Truck. Truck shall be delivered by May 11 th, 2020 after signing of purchase agreement
4. Closing. The Closing shall take place on or before May 8th , 2020 at such time and place which is mutually acceptable to the parties ("Closing Date").
5. Assumption of Liabilities. LLCD has not agreed to assume or agreed to pay, discharge or perform any liabilities, contracts, and obligations of MacAllister except as expressly agreed as a part of this transaction.

6. **Inspection of Assets.** The Truck shall be available for inspection by the LLCD prior to delivery by MacAllister. The parties agree and understand that Seller is selling the Truck in its "as is" condition and makes no warranty herein.
 7. **Representations and Warranties of Parties.** The parties make the following representations and warranties in conjunction with this transaction:
 - a. Each party has the power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and consummation of the transactions provided for herein will be binding upon execution.
 - b. MacAllister shall pay all taxes, if any, which are due and owing, using currently, assessed rates up to the date of closing.
 - c. MacAllister is the owner of and will deliver to LLCD good and marketable title to the Truck free from all security interests, liens and encumbrances and will execute Bills of Sale and any other transfer document necessary to convey and grant ownership of the Truck to LLCD.
 - d. MacAllister has not entered into any other contract to sell the Truck or any portion thereof.
 - e. All representations and warranties of the parties shall survive the closing and transfer of the Truck contemplated hereunder.
 8. **Waiver of Breach.** Failure of either party to exercise any right under this Agreement shall not be construed as a waiver of any breach by the party nor shall it prevent either party from enforcing strict compliance with any and all terms of this Agreement.
 9. **Default and Remedies.** A party who breaches the terms and conditions of this Agreement shall be responsible for the attorney fees, costs, and expenses incurred by a non-breaching party to enforce the terms and conditions of this Agreement.
 10. **Survival.** All representations, covenants, and warranties made by MacAllister shall survive the Closing and Date of Delivery.
 11. **Notice and Payment Address.** All payments to MacAllister and any notice which may be required to be given by either party to the other hereunder shall be in writing and shall be sent by United States, postage prepaid, at the following addresses:

If to West Side: ATTN: Tyler Amick
 MacAllister Equipment Company
 6300 Southeastern Avenue
 Indianapolis, IN 46203

If to LLCD: Lake Lemon Conservancy District
Attn: Adam Casey 7599
North Tunnel Road
Unionville, Indiana 47468

12. Miscellaneous.

- a. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- b. This Agreement shall be governed by, and construed in accordance with; the laws of the State of Indiana and any dispute shall be heard in the Monroe Circuit Courts in Bloomington, Indiana.
- c. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.
- d. This Agreement may be executed in multiple counterparts, each of which shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase Agreement as of the date next to their signature.

SELLER:

Date: September 28, 2017

MacAllister Equipment Company (Tyler Amick)

BUYER:

LAKE LEMON CONSERVANCY DISTRICT

Date: May 4, 2020

By:

Its:



Exhibit "A"

DATE

Apr 29, 2020

SALES AGREEMENT

MacAllister Machinery Co., Inc., 6300 Southeastern Avenue., Indianapolis, IN 46203 Phone:(317) 545-2151- Fax:(317) 860-3310

Visit our website: www.macallister.com

PURCHASER STREET ADDRESS S CITY/STATE O L D T O INDUSTRY CODE:	LAKE LEMON CONSERVANCY DISTRICT 7599 N TUNNEL ROAD UNIONVILLE, IN 47468 EQUIPMENT PRODUCT SUPPORT ADAM CASEY ADAM CASEY PRINCIPAL WORK CODE BLOCK AND CUT STONE (559)	<SAME> S H I P T O F.O.B. AT: Indianapolis
CUSTOMER NUMBER PAYMENT TERMS:	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER LAKE LEMON
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED		
MAKE: CATERPILLAR STOCK NUMBER: 2T300230	MODEL: 725C (G) SERIAL NUMBER: 02T300230	YEAR: 2017 SMU: 2880
725C2 ARTICULATED TRUCK DCA1 LANE 1 ORDER SERIALIZED TECHNICAL MEDIA KIT FILM GROUP, ANSI ROLL ON-ROLL OFF CERT EMISSIONS, EPA TIER 4		493-5690 OP-9001 421-8926 465-1443 OP-9902 361-1880
TRADE-IN EQUIPMENT		
MODEL: PAYOUT TO:	YEAR: _____ SN: _____ AMOUNT: _____ PAID BY: _____	SELL PRICE \$225,610.00
MODEL: PAYOUT TO:	YEAR: _____ SN: _____ AMOUNT: _____ PAID BY: _____	NET DIFFERENCE AFTER TRADE \$225,610.00
MODEL: PAYOUT TO:	YEAR: _____ SN: _____ AMOUNT: _____ PAID BY: _____	
MODEL: PAYOUT TO:	YEAR: _____ SN: _____ AMOUNT: _____ PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.		
<input checked="" type="checkbox"/> WARRANTY NOT APPLICABLE	INITIAL	Payment Terms and Conditions:
CSA:		

Notification of Assignment of Rights in the Sale to Verita Exchange Corp.: Purchaser is hereby notified that MacAllister Rental, LLC has assigned to Verita Exchange Corp., acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Sale Payment must be made to "Verita Exchange as QI for MacAllister Rental, LLC" and sent to Verita Exchange Corp., c/o NES, NES Financial, Attn: Treasury, 50 West San Fernando Street, Suite 300, San Jose, CA 95113. Additionally, please reference "MacAllister Rental Exchange Account# 7936673."

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

MacAllister Machinery Co., Inc.

ORDER RECEIVED BY

Tyler Amick

APPROVED AND ACCEPTED ON

PURCHASER

REPRESENTATIVE

LAKE LEMON CONSERVANCY DISTRICT

PURCHASER

BY

SIGNATURE

TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

- 1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matter and things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
- 3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT, setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter into such SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Seller as a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said equipment.
- 4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** of at least \$500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.
- 5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
- 6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, and Note or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of the terms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related hereto and/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.
- 7) The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate. Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no express warranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the equipment hereunder, except as provided by the manufacturer, if any.
- 8) In the event this machine is equipped with Product Link. Buyer understands data concerning this machine, its condition, and its operation is being transmitted by product link to Caterpillar and/or its dealers to better serve me and improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emission data, fuel usage, service meter hours, software and hardware version numbers, and installed attachment. Caterpillar Inc. will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognize and respects customer privacy. Buyer agrees to allow this data to be accessed by Caterpillar and/or its dealers.
- 9) Seller makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of the Occupational Safety and Health Act of 1970, or the Construction Safety Act.
- 10) If Seller is obligated to make warranty repairs, hereunder, during normal working hours, same shall be done and at regular time labor rates. If, at the request of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
- 11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims and expenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of the equipment, regardless of where, how, or by whom it may be operated.
- 12) Late Charge Policy: Late charges will be assessed at the rate of 1.5% per month (18% per annum) on all invoices past due 30 days.
- 13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 14) This agreement shall be binding upon and shall insure to the benefit of the successors and permitted assigns of the parties hereto.

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, buyer hereby bargains and sells, grants and delivers unto MacAllister Machinery Co., Inc., Grantee, all of buyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased by the undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is the lawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defend same against the lawful claims and demands of all persons.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owing	To Be Paid By	Notes
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(Title)



Exhibit "B"

Quote Number : 1586432204111

Extended Coverage Quote Confirmation Customer Quote

Extended Coverage Quote Provider : Caterpillar

Quote Status : Draft-NOT ACCEPTED

Quote Date : 04/09/2020

Price Expiration Date : 06/08/2020

Customer Information :

MACALLISTER MACHINERY
6300 SOUTHEASTERN AVE
INDIANAPOLIS
INDIANA
46203-5828
UNITED STATES

Dealer Information :

MACALLISTER
6300 SOUTHEASTERN AVE
PO BOX 1941
INDIANAPOLIS
INDIANA
46203-5828
UNITED STATES

ricklarson@macallister.com

Product Information :

Model : 725C 2

Serial# : 2T300230

Type : Published

Emissions Control Indicator : AFTERTREATMENT
AND IRON CHANGE

Original Delivery Date : 05/01/2017

Product Status : Rental Fleet

Current Usage : 2,860 Hours

Coverage	P/L	Duration	Usage	Deductible	Amount
POWERTRAIN	PARTS AND LABOR	12 Months	500 Hours	0.00	610.00

Other:

Administration Fee

Late Fee

Tax

Total Customer Amount 0.00

Currency USD

Additional Comments :

Notes:

1. This quote is a non-binding price indication.
2. Dealers may refer to Equipment Protection Plan Administrative Manual or Engine Extended ESC coverage for covered component details.
3. Late Fees may apply to Engine Extended Coverage Cost(s) at the time of Enrollment.
4. All deductibles displayed in USD.
5. GST Not Included
6. Caterpillar branded machine product quotes do not include Year 1 – Labor Only coverage within the Year 2 & Beyond coverages (except for limited EPP programs, which include both Year 1 – Labor Only and Year 2 & Beyond coverage)

Extended Coverage Quote Confirmation



Customer Quote

Quote Number : 1586432204111

Customer Signature

Date

Dealer Signature

Date

Thank you for your business!

2120 West End Avenue, Nashville, TN 37203
Toll Free: 1(800) 248-4228

RESOLUTION 05-20-03

WHEREAS, the Lake Lemon Conservancy District (LLCD), on February 26, 2020, was conditionally awarded a \$5,000.00 Grant for exotic vegetation control from the Indiana Department of Natural Resources Lake and River Enhancement Program, and

WHEREAS, the LLCD Board of Directors officially accepted the grant at its March 4, 2020 Board Meeting, and

THEREFORE, IT IS RESOLVED THAT the Board of Directors of the Lake Lemon Conservancy District here-by authorizes an expenditure of \$5,000.00 for exotic vegetation control in 2020.

ADOPTED BY THE FOLLOWING VOTE: this 4th Day of May 2020.

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 Board Recorder

Lake Lemon Conservancy District

Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval
Item/Subject	DNR Lake and River Enhancement: Vegetation Control Grant
Dollar Amount	\$5,000.00
Meeting Date	May 4th, 2020
Summary	Acceptance of Conditional Award for DNR LARE grant. Grant provides matching funding for the treatment of exotic aquatic vegetation up the the amount of \$5,000.00
Staff Recommendation	Acceptance of Grant and Authorization of Expenditure



Lake and River Enhancement Program
Division of Fish & Wildlife
402 W. Washington St, Rm W273
Indianapolis, IN 46204
PH: 317/233-1484
FAX: 317/232-8150

February 26, 2020

Adam Casey, Manager
C/O Lake Lemon Conservancy District

Dear Mr. Casey:

On behalf of DNR Director Cameron F. Clark, I am pleased to inform you that your organization's application for aquatic vegetation management for Lake Lemon in Brown and Monroe Counties has been conditionally selected for FY 2020-2021 funding from the Lake and River Enhancement (LARE) program.

The grant will cover up to 80% of the cost of an aquatic vegetation survey not to exceed \$1,500. The grant will cover up to 80% of the cost for maintenance treatment on a portion of approximately 55 acres of Eurasian watermilfoil not to exceed \$5,000. The total potential of the grant is \$6,500.

The grant funds must be used as described in your application with the remaining contribution to be addressed by your organization. You will be expected to have this project completed by May 1, 2021. You must submit claims by no later than that date and you will be expected to comply with deadlines for the project or your grant may be reduced accordingly.

The next step in this process is for you to eSign the contract. You will receive an e-mailed notification that will have a subject similar to this: Documents for Review/Signature – Contract ID: xxxxxxxxxxxx. It may appear to be a spam message. It will have the login and password assistance you will need to complete the eSigning process. For detailed instructions please refer to the attached document titled "Instructions for Electronically Signing a Contract".

Once the contract has been signed, you will be notified by email with a signed Purchase Order indicating that the funds are encumbered and the project may commence.

We have the contact e-mail for you as the signer of the Grant Agreement as:
Adam Casey manager@lakelemon.org
IF THIS IS INCORRECT, please contact me immediately!

I will contact you in the near future to discuss project details and initiate a Request for Proposals (RFP). Please do not solicit project proposals from consultants prior to communicating with me. I will work to assist you with this process and other organizational details.

Thank you for your interest in Indiana's Lake and River Enhancement program.
We look forward to working with your organization on this project.

Sincerely,

Rod Edgell
LARE Aquatic Biologist

Lake Lemon Conservancy District

Board Meeting Agenda Item

Presenter	Adam Casey, District Manager
Action Requested	Approval
Item/Subject	Amendment to Permitting Contract with Christopher Burke Engineering
Dollar Amount	\$11,500.00
Meeting Date	May 4th, 2020
Summary	3 part amendment to Current Contract with Christopher Burke. Inclusive of Cost estimation for disposal site creation; 401 and 404 permit applications including wetland planting plan; Geotechnical Borings for land based disposal site.
Staff Recommendation	Acceptance of Contract Amendment



April 27, 2020

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

Subject: **Lake Lemon Dredge Disposal Area Permitting Amendment 1
Professional Services Proposal**

Dear Mr. Casey:

In accordance with our contract, we are notifying you of a change in the scope of work for this project that will result in additional work not included in our original contract. The specific scope changes and resulting additional fees are outlined below.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that in addition to IDNR and Rule 5 permitting, Lake Lemon Conservancy District would like Christopher B. Burke Engineering, LLC (Burke) to develop engineering cost estimates for the construction of dredge disposal areas #18 and #19. Since the District is not sure at this time which combination of disposal areas they will develop, the cost estimates will be used to help to evaluate options. Additionally, the District would like Burke to include the cost of performing 401 and 404 permit applications to IDEM and USACE for wetland disturbance associated with the lake area (dredge disposal area #18).

In addition to developing permit-level drawings and submitting the Rule 5 SWPPP and IDNR Construction in a Floodway permits included in our original contract, Burke will now provide the engineering cost estimate and wetland permitting services as outlined below.

SCOPE OF SERVICES

Task 1 – Engineering Cost Estimates: Burke will evaluate the cost associated with grading work and erosion control practices required for dredge disposal and mitigation efforts for both dredge disposal areas #18 and #19. The engineering cost estimates provided will include earthwork, construction contractor, vegetation, and anticipated maintenance costs.

Task 2 – Section 401 and 404 Permit Application: Burke will prepare Section 401 and 404 permit applications to IDEM and USACE. The applications will include the completed application forms, names and addresses of adjacent property owners, the wetland/“waters of the U.S.” report prepared under the current contract, and maps and exhibits sufficient for the public notice mailing. It is assumed that compensatory mitigation for open water impacts can be completed in place by creating an emergent/submergent wetland upon dredge material. Burke will design a planting plan to comply with IDEM and USACE mitigation requirements.

Since the District is unsure whether they will receive funding for dredge disposal in the lake area (area #18), Burke will only proceed with Task #2 after discussion with regulatory agencies and receiving notice to proceed.

Task 3 – Geotechnical Investigation: Burke will subcontract ATC Group Services to perform a geotechnical boring investigation. The investigation will include drilling of three widely spaced test borings in the field disposal area (area #19). The borings will analyze the depth to bedrock at each location. The bedrock depths will be used to determine an approximate depth of excavation that can be applied for the conceptual dredge pond in the field. Burke will assist with communication coordination for mobilization and interpretation of results found in the boring logs.

EXCLUDED SERVICES

Based on information available at this time Burke does not believe that the services listed below will be required to complete the project. If conditions change and any of the services listed below (or other services not described above) are required, Burke will prepare a contract amendment for the required services. Services not incorporated in this contract include:

1. Detailed topographic survey
2. Geotechnical testing
3. Bidding and construction-related services
4. Construction inspection services
5. Assistance in resolving hazardous environmental conditions such as contaminated soils or ground water issues
6. Cultural resources investigations
7. Endangered species investigations

ESTIMATED FEE

We have estimated the total cost for the tasks outlined above to be **\$11,500**. Below is the breakdown per task:

Task	Fee
Task 1: Engineering Cost Estimates	\$ 1,000
Task 2: Section 401 and 404 Permit Application	\$ 6,500
Task 3: Geotechnical Investigation	\$ 4,000

This amendment would increase the total estimated fee for this project to \$29,000 and is subject to the general terms and conditions included in the original contract executed on January 15, 2020.

We appreciate your consideration to this matter and look forward to working with you towards successful completion of this project. Please contact me or Charles Dewes, at the number listed above if you have any questions.

Sincerely,



Jon D. Stoltz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY LAKE LEMON CONSERVANCY DISTRICT:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____