



# *Lake Lemon Conservancy District*

## **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting and Annual Picnic

Riddle Point Park Shelter

July 18, 2015

10:00 AM

### **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval of June 20, 2015 Board Meeting Minutes (PD)
- III. Treasurer's Report (LE)
  - A. June 2015 Financial Highlights
  - B. Report of Claims Approval for June 2015
- IV. Freeholder Survey Poll: Report (PD)
  - A. Kate Wiltz, Indiana University Eppley Institute
- V. 2016 Proposed Budget: Discussion (LE)
- VI. Manager's Report (AC)
  - A. Dredging Priorities: Re-visitation
  - B. Barge Proposal: Update and Discussion
  - C. Professional Services Agreement: JS McCullough Excavating LLC (Tentative)
  - D. Resolution 04-15-05: Dredging Loan
  - E. Summary: 4<sup>th</sup> of July Fireworks and Boat Parade
  - F. Barge Operations: Update
  - G. Aquatic Vegetation Treatment: Update (JVT)
- VII. Award Recognition (PD)
- VIII. Public Comment (PD)
- IX. New Business / Correspondence for Future Agenda (PD)
  - A. Next LLCD Board Meeting is scheduled for August 22, 2015; 10:00 AM; Riddle Point Park Shelter.
- X. Adjournment (PD)

# Sign-in Sheet

Name	District
Ron Thresher 4404 Channel Rd	"Lake Person"
Lisa Thresher 4402 Channel	Cham-DSC
Soyla Wilkerson 7530 Lakewood	4
Mike Ryan 9703 Northshore	
Don Walker	
Jane Dearborn 4161 Chiffwood	7
Carol - (Marilyn) Jordan - Lakewood Rd.	7
Rob + Tommye Davis 4070 Chiffwood	7
Barb Ritter 7750 Wildwood Dr.	2
Gene McClarny 8002 Apperline	3
Frank Van Ormerken 6418 Southshore	7
Kim Mayer 4004 N Lakewood	3
Oeri Jeff Zimmerman	7

Tim & Melinda Dowling	8047 N Lakewood Dr
Sandy Geringer 4304 Lakewood	7
Ann Wroblewski	7
Vince Britt	7
Randy & MARANEL Rueden	1
Maureen Caserta	7
Tom Ditch	7
Jim Dalkum	7
Bill & Karen Rockling	2
Dave Johnson	7
Don + Kit Sundt	3
Kerry & Janice Layer	7

NAME DISTRICT

Kon + Cindy Skopelja 7

Roger Beckman/Andy Singer 6

7

Bob Madon 7

Donny's

Jim Roth 7

Laura Foreman 7

Bridget Roth 4

Mike Woodens 7

MaryAnne Brown 3

Robert & Vanny Hilcz 7

MARK PERSON

Gregg Ennis 7

Gary Ennis 7

Randy & Doreen Bridges 3

GAIL TARA 5

Quinn & Michael Kofare 6

(2/4/2000)

David + Bethna Kelso 3

THE SPEART 2

Jim Wilcz 2

Bruce Cassel 1

STEPHEN FROSTMAN 7

CAROL Gentry/Mark Gentry 7

BUSSEN SNIDER SELMAN 2

Sandy Lee 7

Sandy Lee 3

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes  
Riddle Point Park Shelter House  
July 18, 2015**

**The July 18, 2015 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Riddle Point Park Shelter House and was called to order by Chairman Pam Dugan at 10:00 a.m.**

**BOARD MEMBERS PRESENT: Pam Dugan, Sue Miller, Lance Eberle, Marty Mann, John Schell, Dennis Friesel, and Mike Blackwell. ALSO PRESENT: Adam Casey, Manager; James Van Tassel, Lake Biologist; and LLCD Freeholders (see attached sign-in sheet).**

**I. Opening Comments (Dugan)**

**II. Approval of June 20, 2015 Board Meeting Minutes (Dugan)**

**SCHELL MOTIONED TO APPROVE THE JUNE 20, 2015 BOARD MEETING MINUTES. EBERELE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**III. Treasurer’s Report (Eberle)**

**a. June 2015 Financial Highlights**

- i. Revenue: Spring Brown & Monroe Tax Settlement Checks**
- ii. Notable Expenses**
  - 1. Office Repairs**
  - 2. Lake Weed Treatment**
- iii. Blackwell asked if there has been any diesel fuel expense this year?**
  - 1. The tanks were just filled for the first time this month.**

**DUGAN MOTIONED TO APPROVE THE TREASURER’S REPORT. BLACKWELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**b. Report of Claims Approval for June 2015**

**SCHELL MOTINED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR JUNE 2015. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**IV. Freeholder Survey Poll: Report (Dugan)**

- a. Kate Wiltz, Indiana University Eppley Institute, gave a brief synopsis of the findings.**

- b. A highlight sheet was handed out to the attendees (See attached).
- c. Topics highlighted by Kate include dredging, conservancy tax rates, drawdown, vegetation control and sanitation.
- d. For a full report, please visit [www.lakelemon.org](http://www.lakelemon.org).

**V. 2016 Proposed Budget (Eberle)**

- a. Eberle asked if there are any questions on the proposed budget as presented.
  - i. Barbara Ritter, Freeholder II, asked why the LLCD is expecting such a big increase in watercraft permits under revenue?
    - 1. Eberle replied that we have been receiving watercraft permit income at this level for the past few years and that we are confident the levels will remain constant, if not increase next year.
- b. Eberle commented park admission fee revenue was raised in expectance of raising the entrance fee to \$7.00 for 2016. The board will set the fees at the October Board Meeting.

**VI. Manager's Report (Casey)**

- a. Dredging Priorities: Re-visitation
  - i. Currently we are dredging service zone 111/112 the John Young Road area.
  - ii. The board needs to give a second and/or third priority for the dredging operation. On the list is service zone 114 near the spillway, and the maintenance of Pt. Idalawn, service zone 131.
    - 1. Van Tassel commented logistically it makes sense to dredge service zone 114 prior to zone 131 because all the equipment is currently at the Spillway Disposal Site.
  - iii. Dugan commented last year the access channel to the southern tip of Point Idalawn was re-dredged to provide access for private dredging and maintenance.
  - iv. Casey recommended, due to the equipment being on the West end, that 114 be the second priority and 131 as third priority.

**BLACKWELL MOTIONED TO MAKE SERVICE ZONE 114 SECOND PRIORITY AND SERVICE ZONE 131 THIRD PRIORITY. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

b. Barge Proposal: Update and Discussion

- i. At the June Meeting, one proposal was received from McCullough Excavating LLC. The LLCD has allowed McCullough, to present his best and final proposal for this meeting. The total package will not exceed \$267,850.00. This updated proposal includes a smaller machine than the original proposal. This brings down the risk factor and increases the safety buffer. The updated proposal includes an 18,000 lb excavator on a 20x40x5’ barge with hydraulic spuds and dual 150 HP Yamaha Outboards. The LLCD has the option to lease and/or purchase an excavator.
- ii. Tina Thrasher, Freeholder VII, commented there is a 40 operating hour testing phase. No money down, and the guarantee is there if we don’t like it then we don’t own it.
- iii. Gene McClarney, Freeholder III, asked about the size of the barge.
  1. Staff tested a 20’x50’ mock up in the chitwood channels and it did fit however it was very tight on the corners. The 20’x40’ with a 18,000 lb machine should be fully capable and decreases the risk factor when working in tight areas.
- iv. Barbara Ritter, Freeholder II, asked what dredger thinks of the design?
  1. Casey replied Warthan would prefer a larger design to utilize a larger excavator.
- v. Les Wadzinski, Freeholder V, commented it was discussed in the DSG that it was recommended to have a diesel motor, there was concern outboards would experience water pump issues and be less efficient.
  1. Casey replied diesel would be more efficient. Preventative maintenance can be performed on the motors annually or as needed to help prevent any damage to the motors.
- vi. Tom Diehl, Freeholder VII, commented that Warthan is not an expert.

- vii. Les Wadzinski, Freeholder V, asked if Warthan would be running both operations or if there would be an increase in staff.
  - 1. For now no new staff will be hired and only one operation will be running at one time.
- viii. Freeholder asked how many full time employees the LLCD have?
  - 1. There is one full time employee, the district manager.
- ix. Friesel commented the proposal has changed, why are we not rebidding to find more quotes?
- x. Mann commented Warthan may not be an expert, but the larger the barge and the larger the excavator the more versatile the package will be. Regular gas vs. diesel is a concern regarding efficiency and transportation, new larger regular gas tanks will be needed. The LLCD needs to maximize the potential of the small barge. Mann believes the contract from Angela is strong and good for the LLCD. His primary concern is he has not seen anything in writing from Angela Parker, LLCD Attorney. There is no harm in rebidding, currently we are rushing and delaying a month will not delay when the dredging with the small barge will commence.
- xi. Eberle commented as treasurer he is concerned about the contract being obtained with minimal time for review, and would like to have a month to evaluate the contract more in depth.
  - 1. Dugan commented if we wait another month the contract may be null and void.
- xii. Blackwell commented this updated proposal will fit the LLCD needs. The manager supports the design, and with a smaller excavator, concerns of safety, accessibility are alleviated
- xiii. Bettina Kehoe, Freeholder III, asked if the Board has taken into consideration the operational cost, not just the build cost. Also it may be better to test more channels as it may not work as well in different areas.

xiv. Sandy Taylor, Freeholder III, asked if the contract is from the attorney.

Why not wait a month to evaluate?

1. The contract was received from the LLCD Attorney

xv. Bob Madden, Renter VII, stated that there has been a new proposal received with changes and that there was no re-bid of the RFP.

1. Casey commented that the RFP had not changed, but that the submitter was allowed to present a best and final offer.

c. Equipment Purchase Agreement: JS McCullough LLC

**BLACKWELL MOTINED TO APPROVE THE EQUIPEMNT PURCHASE AGREEMENT WITH JS MCCULLOUGH EXCAVATING LLC WITH NO LEASE OR PURCHASE OF AN EXCAVATOR. MCCULLOUGH WILL PROVIDE AN EXCAVATOR FOR THE TESTING PHASE. SCHELL SECONDED THE MOTION. FOUR “AYE’S”. EBERLE, MANN, AND FREISEL “NAY”. THE MOTION CARRIED.**

d. Resolution 04-15-05: Dredging Loan

i. Loan proposal for up to \$150,000.00.

**BLACKWELL MOTIONED TO APPROVE RESOLUTION 07-15-05: DREDGING LOAN. MILLER SECONDED THE MOTION. FOUR “AYE’S”. EBERLE, AND MANN, “NAY”. MOTION CARRIED.**

e. Summary: 4<sup>th</sup> of July Fireworks and Boat Parade

i. Boat parade and the fireworks were a success. Donations are still coming in steady.

f. Barge Operations: Update

i. Due to the recent flooding the thumb is going on the excavator and debris removal will start first of the week. After debris removal is finished, we will continue dredging at John Young Road.

g. Aquatic Vegetation: Update (Van Tassel)

i. One treatment has been performed for the control of Eurasian Watermilfoil. This treatment totaled ~\$12,000.00. Due to the flooding the next treatment has been delayed. The spatterdock (emergent – yellow flower) will be treated along with other areas of nuisance submersed vegetation.



**VII. Award Recognition (Dugan)**

- a. Dugan presented a Gene McClarney Lake Lemon Eagle photo to Kim Mayer whom served on the Board for two years during a vacancy. Dugan on behalf of the Board of Directors thanked her for her time and service.
  - i. Mayer stated it was an honor to be on the Board and thanked them for the recognition.

**VIII. Public Comment (Dugan)**

- a. Eberle stated this small barge is a contentious issue and not everyone is going to agree. Eberle thanked everyone for the positive input.

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

- a. Next LLC Board of Directors meeting is scheduled for August 22, 2015; 10:00 AM; Riddle Point Park Shelter

**X. Adjournment (Dugan)**

**BLACKWELL MOTIONED TO ADJOURN THE MEETING. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. MEETING ADJOURNED AT 11:24 AM.**

**Respectfully Submitted By:**

**James Van Tassel**

**Lake Biologist / Board Recorder**

**Lake Lemon Conservancy District**  
**Budget Summary Report**

18-Jul-15

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	YTD Actuals	Notes
Revenue	\$790	\$13,225	\$16,484	\$21,796	\$54,961	\$183,133	\$290,389	
<b>Income Breakdown</b>								
Watercraft Permits	0		\$3,787	\$14,779	\$41,420	\$22,133	\$82,119	
Launch Fees	0		\$1,354	\$4,770	\$6,136	\$2,952	\$15,212	
Marina & Club Fees	\$0	\$2,500	\$1,500	\$0	\$0	\$0	\$4,000	
Sublease & Access Fees	\$0	\$10,725	\$9,755	\$910	\$4,005	\$530	\$25,925	
Property Tax - Brown County					\$0	\$36,422	\$36,422	
Property Tax - Monroe County					\$0	\$109,393	\$109,393	
Interest	\$190	\$0	\$88	\$312	\$0	\$0	\$590	
Grants & Donations	\$0	\$0		\$15	\$40	\$915	\$970	
Fish Tournaments	\$600	\$0		\$885	\$50	\$25	\$1,560	
Park/Lake Reservations	\$0	\$0		\$125	\$250	\$500	\$875	
Park Admission Fees		\$0			\$3,060	\$8,765	\$11,825	
Dredging/Rip-Rap Income		\$0				\$1,499	\$1,499	
Other Income							\$0	
<b>Expenses &amp; Margin:</b>								
SG&A expenses	\$28,892	\$15,250	\$24,786	\$18,478	\$32,903	\$74,400	\$194,709	
Salaries & Benefits	\$10,068	\$12,507	\$11,464	\$15,480	\$15,286	\$23,627	\$88,432	Gatehouse , Dredging
Supplies	\$271	\$409	\$3,126	\$1,208	\$4,177	\$19,021	\$28,212	Rip/Rap
Professional Services	\$727	\$720	\$630	\$958	\$2,595	\$3,083	\$8,712	
Communication/Travel	\$242	\$382	\$399	\$242	\$242	\$242	\$1,747	Indiana Lakes Meeting
Printing/Advertising	\$30	\$475	\$101	\$49	\$222	\$67	\$943	
Insurance	\$17,117	\$0	\$8,237	\$0	\$0	\$8,237	\$33,591	
Utility Services	\$438	\$569	\$654	\$542	\$395	\$827	\$3,426	
Repair & Maintenance	\$0	\$189	\$175	\$0	\$9,400	\$6,262	\$16,026	Office Repairs
Other Services	\$0	\$0	\$0	\$0	\$220	\$13,035	\$13,255	Weed Treatment
Machinery & Equipment	\$0	\$0	\$0	\$0	\$0		\$0	
Other Capital Outlays	\$0	\$0	\$0	\$0	\$366		\$366	
Pretax operating profit (loss)	(\$28,102)	(\$2,025)	(\$8,302)	\$3,318	\$22,058	\$108,733	\$95,680	
Operating margin	-3556.2%	-15.3%	-50.4%	15.2%	40.1%	59.4%	32.9%	

Balance Sheet Summary	January	February Actuals	March Actuals	April Actuals	May Actuals	June
Checking/Savings	\$124,766	\$124,203	\$215,075	\$221,258	\$244,705	\$355,483
General Fund CDs	\$216,009	\$216,009	\$116,009	\$116,009	\$116,009	\$116,009
Cumulative Maintenance Fund CDs	\$76,797	\$76,797	\$76,797	\$76,797	\$76,797	\$76,797
<b>Other Balance Sheet Items:</b>						
Fixed Assets	\$492,771	\$492,771	\$493,498	\$493,488	\$493,498	\$493,498
Accounts payable	\$2,057	\$3,518	\$3,330	\$6,285	\$4,788	\$6,833
Long-term liabilities	\$0	\$0	\$0	\$0	\$0	\$0
Equity	\$908,286	\$909,779	\$897,959	\$901,276	\$926,221	\$1,034,954

Cash in \$100K

**LAKE LEMON CONSERVANCY**

**Financial Statements**

**For the Period Ending**

**January 1, 2015 thru June 30, 2015**

**(UNAUDITED)**

**Watkins Accounting  
113 E. 19<sup>th</sup> Street  
Bloomington, IN 47408**

LAKE LEMON CONSERVANCY

I have prepared the financial statements for LAKE LEMON CONSERVANCY as of June 30, 2015 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  
July 7, 2015

11:16 AM  
07/07/15  
Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Balance Sheet**  
**As of June 30, 2015**

	<u>Jun 30, 15</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Peoples State Bank	353,497.73
1010 · Petty Cash	100.00
1020 · Change Fund	200.00
1030 · CD's General Fund	116,008.85
1040 · CD's Cumulative Maint Fund	76,796.67
1050 · Savings Account	1,685.41
Total Checking/Savings	<u>548,288.66</u>
Total Current Assets	548,288.66
Fixed Assets	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,993.48
Total Fixed Assets	<u>493,497.84</u>
<b>TOTAL ASSETS</b>	<b><u>1,041,786.50</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	5,903.96
2020 · State & Co. Withholding Payable	928.62
Total Other Current Liabilities	<u>6,832.58</u>
Total Current Liabilities	<u>6,832.58</u>
Total Liabilities	6,832.58
Equity	
3000 · Opening Balance Equity	101,373.66
3040 · General Fund	563,035.83
3060 · Cumulative Maintenance Fund	38,496.47
3200 · Retained Earnings	233,483.16
Net Income	98,564.80
Total Equity	<u>1,034,953.92</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>1,041,786.50</u></b>

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Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

### June 2015

	Jun 15	Jan - Jun 15
<b>Income</b>		
4000 · Watercraft Permits	22,133.00	82,119.00
4010 · Launch Fees	2,952.00	15,212.00
4020 · Marina & Club Fees	0.00	4,000.00
4030 · Sublease & Access Fees	530.00	26,685.00
4040 · Property Tax - Brown Co.	36,421.95	36,421.95
4050 · Property Tax - Monroe Co.	109,392.83	109,392.83
4060 · Interest	0.00	589.82
4070 · Grants & Donations	915.00	970.00
4080 · Fishing Tournament	25.00	675.00
4090 · Park Reservations	500.00	1,000.00
4100 · Park Admission Fees	8,765.00	11,825.00
4130 · Dredging/Rip-Rap Income	1,498.65	1,498.65
<b>Total Income</b>	<b>183,133.43</b>	<b>290,389.25</b>
<b>Expense</b>		
6000 · Manager	4,000.00	27,165.16
6010 · FICA	1,592.48	5,578.94
6020 · State Unemployment Tax	0.00	200.49
6030 · Retirement	912.00	3,513.44
6040 · Health Insurance	306.50	3,328.28
6070 · Gate Attendant	4,265.63	7,523.29
6100 · Lake Patrol	1,461.00	1,572.00
6110 · Lake Biologist	3,115.25	16,167.00
6112 · Dredger (Other)	5,949.50	15,612.88
6114 · Assistant Dredger (Other)	2,025.00	4,887.00
6120 · Season & Launch Permits	0.00	1,791.88
6130 · Daily Permits	0.00	208.50
6150 · Checks	55.43	55.43
6160 · Printer, Copier & Computer Supp	0.00	424.85
6170 · Miscellaneous-Other	0.00	279.97
6180 · Postage	0.00	370.61
6190 · General Business Supplies	159.88	419.46
6200 · Regular Gas	0.00	202.97
6240 · Building & Grounds	1,157.34	1,487.23
6250 · Boat/Weed Harvester/Truck	0.00	220.57
6251 · Dredging Supplies	1,927.93	7,030.42
6252 · Rip Rap/Erosion Control	15,719.99	15,719.99
6300 · Accounting Services	450.00	2,700.00
6310 · Grass	1,812.50	3,625.00
6320 · Attorney	820.00	2,049.19
6330 · Consulting Engineer	0.00	262.50
6350 · Other Prof/Secretarial Service	0.00	75.00
6370 · Phone, LDT, Pager, E-Mail	241.72	1,449.84
6380 · Travel	0.00	140.00
6390 · Hotel	0.00	157.50
6410 · Subscriptions	60.00	205.70
6430 · Ads	6.86	332.93
6440 · Other	0.00	404.32
6450 · Insurance	8,237.00	33,590.00
6460 · Electric	386.95	2,438.70
6470 · Water	42.14	252.84
6480 · Trash	146.38	230.43
6490 · Port-O-Lets	152.00	304.00
6500 · Pump Holding Tank	100.00	200.00
6510 · Building & Grounds Expense	5,490.27	14,929.27
6520 · Boat	130.00	455.00
6542 · Equipment Rental	641.35	861.25
6560 · Water Testing	20.00	20.00
6570 · Lake Weed Treatment	11,935.50	11,935.50
6600 · 6% Marina Permit Sales	579.48	945.12
6680 · Other Services and Charges	500.00	500.00
6700 · Computer Equipment	0.00	0.00
<b>Total Expense</b>	<b>74,400.08</b>	<b>191,824.45</b>

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Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss YTD Comparison**  
**June 2015**

	<u>Jun 15</u>	<u>Jan - Jun 15</u>
Net Income	<u>108,733.35</u>	<u>98,564.80</u>



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07/09/15  
Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

January through June 2015

	Jan - Jun 15	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Watercraft Permits	82,119.00	105,000.00	-22,881.00	78.2%
4010 · Launch Fees	15,212.00	18,000.00	-2,788.00	84.5%
4020 · Marina & Club Fees	4,000.00	8,000.00	-4,000.00	50.0%
4030 · Sublease & Access Fees	26,685.00	26,000.00	685.00	102.6%
4040 · Property Tax - Brown Co.	36,421.95	65,000.00	-28,578.05	56.0%
4050 · Property Tax - Monroe Co.	109,392.83	185,000.00	-75,607.17	59.1%
4060 · Interest	589.82	1,500.00	-910.18	39.3%
4070 · Grants & Donations	970.00	5,000.00	-4,030.00	19.4%
4080 · Fishing Tournament	675.00	700.00	-25.00	96.4%
4090 · Park Reservations	1,000.00	4,000.00	-3,000.00	25.0%
4100 · Park Admission Fees	11,825.00	27,000.00	-15,175.00	43.8%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	0.00	0.00	0.00	0.0%
4130 · Dredging/Rip-Rap Income	1,498.65	10,000.00	-8,501.35	15.0%
4140 · Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
<b>Total Income</b>	<b>290,389.25</b>	<b>655,200.00</b>	<b>-364,810.75</b>	<b>44.3%</b>
<b>Expense</b>				
6000 · Manager	27,165.16	55,000.00	-27,834.84	49.4%
6010 · FICA	5,578.94	12,641.00	-7,062.06	44.1%
6020 · State Unemployment Tax	200.49	789.00	-588.51	25.4%
6030 · Retirement	3,513.44	7,810.00	-4,296.56	45.0%
6040 · Health Insurance	3,328.28	12,000.00	-8,671.72	27.7%
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	7,523.29	21,000.00	-13,476.71	35.8%
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	1,572.00	4,800.00	-3,228.00	32.8%
6110 · Lake Biologist	16,167.00	27,200.00	-11,033.00	59.4%
6111 · Dredger	0.00	21,900.00	-21,900.00	0.0%
6112 · Dredger (Other)	15,612.88	13,688.00	1,924.88	114.1%
6113 · Assistant Dredger	0.00	10,800.00	-10,800.00	0.0%
6114 · Assistant Dredger (Other)	4,887.00	5,400.00	-513.00	90.5%
6115 · Dredger (Private)	0.00	3,650.00	-3,650.00	0.0%
6116 · Assistant Dredger (Private)	0.00	1,800.00	-1,800.00	0.0%
6120 · Season & Launch Permits	1,791.88	1,200.00	591.88	149.3%
6130 · Daily Permits	208.50	300.00	-91.50	69.5%
6140 · Receipt/Tickets Books	0.00	400.00	-400.00	0.0%
6150 · Checks	55.43	200.00	-144.57	27.7%
6160 · Printer, Copier & Computer Supp	424.85	800.00	-375.15	53.1%
6170 · Miscellaneous-Other	279.97	1,300.00	-1,020.03	21.5%
6180 · Postage	370.61	1,000.00	-629.39	37.1%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	419.46	500.00	-80.54	83.9%
6200 · Regular Gas	202.97	7,000.00	-6,797.03	2.9%

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Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

### January through June 2015

	Jan - Jun 15	Budget	\$ Over Budget	% of Budget
6210 - Diesel	0.00	12,000.00	-12,000.00	0.0%
6220 - Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 - Medical Supplies	0.00	0.00	0.00	0.0%
6240 - Building & Grounds	1,487.23	8,500.00	-7,012.77	17.5%
6250 - Boat/Weed Harvester/Truck	220.57	1,500.00	-1,279.43	14.7%
6251 - Dredging Supplies	7,030.42	19,000.00	-11,969.58	37.0%
6252 - Rip Rap/Erosion Control	15,719.99	8,000.00	7,719.99	196.5%
6260 - Uniforms	0.00	0.00	0.00	0.0%
6270 - Boat Equipment	0.00	0.00	0.00	0.0%
6280 - Radio/Communication Equipment	0.00	0.00	0.00	0.0%
6290 - Signs & Nautical Markers	0.00	2,000.00	-2,000.00	0.0%
6300 - Accounting Services	2,700.00	5,400.00	-2,700.00	50.0%
6310 - Grass	3,625.00	10,875.00	-7,250.00	33.3%
6320 - Attorney	2,049.19	4,000.00	-1,950.81	51.2%
6325 - Fish Management Survey	0.00	0.00	0.00	0.0%
6330 - Consulting Engineer	262.50	10,000.00	-9,737.50	2.6%
6340 - State Board Accounts Audit	0.00	0.00	0.00	0.0%
6350 - Other Prof/Secretarial Service	75.00	500.00	-425.00	15.0%
6370 - Phone, LDT, Pager, E-Mail	1,449.84	2,900.00	-1,450.16	50.0%
6380 - Travel	140.00	0.00	140.00	100.0%
6390 - Hotel	157.50	0.00	157.50	100.0%
6400 - Meals	0.00	0.00	0.00	0.0%
6410 - Subscriptions	205.70	300.00	-94.30	68.6%
6420 - Newsletter	0.00	0.00	0.00	0.0%
6430 - Ads	332.93	300.00	32.93	111.0%
6440 - Other	404.32	1,000.00	-595.68	40.4%
6450 - Insurance	33,590.00	43,000.00	-9,410.00	78.1%
6460 - Electric	2,438.70	4,500.00	-2,061.30	54.2%
6470 - Water	252.84	600.00	-347.16	42.1%
6480 - Trash	230.43	1,500.00	-1,269.57	15.4%
6490 - Port-O-Lets	304.00	2,000.00	-1,696.00	15.2%
6500 - Pump Holding Tank	200.00	400.00	-200.00	50.0%
6510 - Building & Grounds Expense	14,929.27	4,000.00	10,929.27	373.2%
6520 - Boat	455.00	1,500.00	-1,045.00	30.3%
6530 - Truck	0.00	1,000.00	-1,000.00	0.0%
6540 - Sluice Gate Inspection	0.00	0.00	0.00	0.0%
6541 - Dredging Equipment Maintenance	0.00	7,000.00	-7,000.00	0.0%
6542 - Equipment Rental	861.25	1,500.00	-638.75	57.4%
6550 - Operating Loan	0.00	0.00	0.00	0.0%
6560 - Water Testing	20.00	4,500.00	-4,480.00	0.4%
6570 - Lake Weed Treatment	11,935.50	50,000.00	-38,064.50	23.9%
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	945.12	2,300.00	-1,354.88	41.1%
6610 - Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 - Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 - Spillway Repairs	0.00	0.00	0.00	0.0%

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Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

January through June 2015

	Jan - Jun 15	Budget	\$ Over Budget	% of Budget
6640 · Soil Testing IDEM	0.00	0.00	0.00	0.0%
6650 · Dredge Matching Fund	0.00	0.00	0.00	0.0%
6660 · Dredging/Engineering	0.00	0.00	0.00	0.0%
6661 · Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6662 · Debt Service-Dredging Loan	0.00	46,000.00	-46,000.00	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	500.00	2,000.00	-1,500.00	25.0%
6681 · Fireworks	0.00	7,000.00	-7,000.00	0.0%
6682 · Ramp Repairs	0.00	0.00	0.00	0.0%
6685 · Dredging Engineering	0.00	0.00	0.00	0.0%
6690 · Office Equipment	0.00	0.00	0.00	0.0%
6700 · Computer Equipment	726.49	500.00	226.49	145.3%
6701 · Barge	0.00	70,000.00	-70,000.00	0.0%
6702 · Push Boat/Motors	0.00	40,000.00	-40,000.00	0.0%
6703 · Excavator	0.00	90,000.00	-90,000.00	0.0%
<b>Total Expense</b>	<b>192,550.94</b>	<b>691,753.00</b>	<b>-499,202.06</b>	<b>27.8%</b>
<b>Net Income</b>	<b>97,838.31</b>	<b>-36,553.00</b>	<b>134,391.31</b>	<b>-267.7%</b>



# Lake Lemon Conservancy District

Date: June 30, 2015

## ALLOWANCE OF VOUCHERS

Lance Eberle  
Treasurer

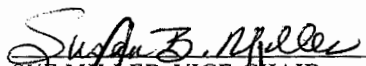
### (Report of Claims)

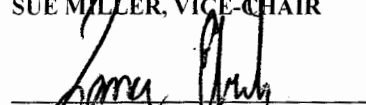
(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 7 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$66,480.07

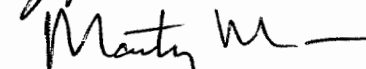
Dated this 18<sup>th</sup> Day of July 2015

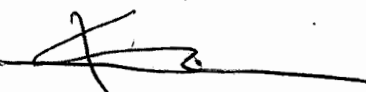
### Signature of Governing Board

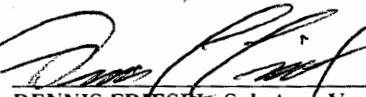
  
PAM DUGAN, CHAIRMAN

  
SUE MILLER, VICE-CHAIR

  
LANCE EBERLE, TREASURER

  
MARTY MANN, Sub-Area III

  
JOHN SCHELL, Sub-Area IV

  
DENNIS FRIESEL, Sub-Area V

  
MIKE BLACKWELL, Sub-Area VII

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07/07/15

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 June 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3456	6/5/2015	B & B WATER CORP		1000 · Peoples Sta...		-42.14
				6470 · Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	3457	6/5/2015	N. ANDERSON EX...		1000 · Peoples Sta...		-1,812.50
				6310 · Grass		-1,812.50	1,812.50
TOTAL						-1,812.50	1,812.50
Check	3458	6/5/2015	SCHELL MARINA, ...		1000 · Peoples Sta...		-579.48
				6600 · 6% MarinaP...		-579.48	579.48
TOTAL						-579.48	579.48
Check	3459	6/5/2015	KENNETH MULLIS		1000 · Peoples Sta...		-500.00
				6680 · Other Servic...		-500.00	500.00
TOTAL						-500.00	500.00
Check	3460	6/5/2015	YOUNG TRUCKIN...		1000 · Peoples Sta...		-742.27
				6240 · Building & G...		-212.00	212.00
				6510 · Building & G...		-530.27	530.27
TOTAL						-742.27	742.27
Check	3461	6/5/2015	LOWE'S COMPANI...		1000 · Peoples Sta...		-468.56
				6240 · Building & G...		-468.56	468.56
TOTAL						-468.56	468.56
Check	3473	6/16/2015	REPUBLIC SERVI...		1000 · Peoples Sta...		-146.38
				6480 · Trash		-146.38	146.38
TOTAL						-146.38	146.38
Check	3474	6/16/2015	MONROE TUFF-JON		1000 · Peoples Sta...		-152.00
				6490 · Port-O-Lets		-152.00	152.00

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**LAKE LEMON CONSERVANCY**  
**Check Detail**  
June 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-152.00	152.00
Check	3475	6/16/2015	BK CONSTRUCTION		1000 · Peoples Sta...		-4,960.00
					6510 · Building & G...	-4,960.00	4,960.00
TOTAL						-4,960.00	4,960.00
Check	3476	6/16/2015	CITY OF BLOOMIN...		1000 · Peoples Sta...		-20.00
					6560 · Water Testing	-20.00	20.00
TOTAL						-20.00	20.00
Check	3477	6/16/2015	BROWN CO DEM...		1000 · Peoples Sta...		-60.00
					6410 · Subscriptions	-60.00	60.00
TOTAL						-60.00	60.00
Check	3478	6/16/2015	CARMIN PARKER ...		1000 · Peoples Sta...		-820.00
					6320 · Attorney	-820.00	820.00
TOTAL						-820.00	820.00
Check	3479	6/16/2015	STAPLES CREDIT ...		1000 · Peoples Sta...		-193.86
					6190 · General Busi...	-159.88	159.88
					6240 · Building & G...	-33.98	33.98
TOTAL						-193.86	193.86
Check	3480	6/16/2015	JOHN NAYLOR TR...		1000 · Peoples Sta...		-7,070.93
					6252 · Rip Rap/Ero...	-7,070.93	7,070.93
TOTAL						-7,070.93	7,070.93
Check	3481	6/16/2015	TODD'S SEPTIC S...		1000 · Peoples Sta...		-100.00
					6500 · Pump Holdin...	-100.00	100.00
TOTAL						-100.00	100.00
Check	3482	6/16/2015	BROWN CO DEM...		1000 · Peoples Sta...		-6.86

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**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 June 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6430 · Ads	-6.86	6.86
TOTAL						-6.86	6.86
Check	3483	6/16/2015	VISA		1000 · Peoples Sta...		-1,911.79
					6251 · Dredging Su...	-1,270.44	1,270.44
					6542 · Equipment R...	-641.35	641.35
TOTAL						-1,911.79	1,911.79
Check	3484	6/23/2015	COMCAST CABLE		1000 · Peoples Sta...		-208.79
					6370 · Phone, LDT,...	-208.79	208.79
TOTAL						-208.79	208.79
Check	3485	6/23/2015	VERIZON WIRELE...		1000 · Peoples Sta...		-32.93
					6370 · Phone, LDT,...	-32.93	32.93
TOTAL						-32.93	32.93
Check	3486	6/23/2015	ADAM CASEY		1000 · Peoples Sta...		-306.50
					6040 · Health Insur...	-306.50	306.50
TOTAL						-306.50	306.50
Check	3487	6/23/2015	JOHN NAYLOR TR...		1000 · Peoples Sta...		-7,758.57
					6252 · Rip Rap/Ero...	-7,758.57	7,758.57
TOTAL						-7,758.57	7,758.57
Check	3488	6/23/2015	FIRST INSURANC...		1000 · Peoples Sta...		-8,237.00
					6450 · Insurance	-8,237.00	8,237.00
TOTAL						-8,237.00	8,237.00
Check	3489	6/23/2015	WATKINS ACCOU...		1000 · Peoples Sta...		-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3501	6/30/2015	LOWE'S COMPANI...		1000 · Peoples Sta...		-809.27

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**LAKE LEMON CONSERVANCY**  
**Check Detail**  
 June 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					6240 · Building & G...	-287.15	287.15
					6251 · Dredging Su...	-522.12	522.12
TOTAL						-809.27	809.27
Check	3502	6/30/2015	JOHN NAYLOR TR...		1000 · Peoples Sta...		-890.49
					6252 · Rip Rap/Ero...	-890.49	890.49
TOTAL						-890.49	890.49
Check	3503	6/30/2015	ALL ABOUT BOATS		1000 · Peoples Sta...		-130.00
					6520 · Boat	-130.00	130.00
TOTAL						-130.00	130.00
Check	3504	6/30/2015	AQUATIC CONTR...		1000 · Peoples Sta...		-11,935.50
					6570 · Lake Weed ...	-11,935.50	11,935.50
TOTAL						-11,935.50	11,935.50
Check	3505	6/30/2015	KLEINDORFER HA...		1000 · Peoples Sta...		-291.02
					6251 · Dredging Su...	-135.37	135.37
					6240 · Building & G...	-155.65	155.65
TOTAL						-291.02	291.02
Check	3590	6/23/2015	SCI REMC		1000 · Peoples Sta...		-386.95
					6460 · Electric	-29.95	29.95
					6460 · Electric	-284.00	284.00
					6460 · Electric	-73.00	73.00
TOTAL						-386.95	386.95

Total

\$ 51,023.79



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# LAKE LEMON CONSERVANCY

## Payroll Summary

June 2015

	Casey, Adam W			Cooper, Daniel R			Cornwell, Robert J			Haluda, Jeremy S			Hopkins, Joseph S		
	Hour	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15
<b>Employee Wages, Taxes and Adjustments</b>															
Gross Pay															
Salary		4,000.00	0.00			0.00			0.00			0.00			0.00
6110-OVERTIME		0.00	0.00			0.00			0.00			0.00			0.00
Reg. Pay-6070		0.00	0.00			0.00			0.00			0.00	102	10.50	1,071.00
Reg. Pay-6100		0.00	0.00			0.00			0.00	32	12.00	384.00			0.00
Reg. Pay-6110		0.00	0.00			0.00			0.00			0.00			0.00
Reg. Pay-6111		0.00	0.00			0.00			0.00			0.00			0.00
Reg. Pay-6112		0.00	0.00			0.00			0.00			0.00			0.00
Reg. Pay-6113		0.00	0.00			0.00			0.00			0.00			0.00
Reg. Pay-6114		0.00	11.5	18.00	207.00	101	18.00	1,818.00				0.00			0.00
Reg. Pay-6115		0.00			0.00			0.00				0.00			0.00
<b>Total Gross Pay</b>		<b>4,000.00</b>	<b>11.5</b>	<b>207.00</b>	<b>101</b>	<b>1,818.00</b>	<b>32</b>	<b>384.00</b>	<b>102</b>	<b>1,071.00</b>					
Deductions from Gross Pay															
Insurance		0.00		0.00		0.00			0.00			0.00			0.00
Retirement		-120.00		0.00		0.00			0.00			0.00			0.00
<b>Total Deductions from Gross Pay</b>		<b>-120.00</b>		<b>0.00</b>		<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>
<b>Adjusted Gross Pay</b>		<b>3,880.00</b>	<b>11.5</b>	<b>207.00</b>	<b>101</b>	<b>1,818.00</b>	<b>32</b>	<b>384.00</b>	<b>102</b>	<b>1,071.00</b>					
Taxes Withheld															
Federal Withholding		-602.00		-45.00		-169.00			0.00			-75.00			
Medicare Employee		-58.00		-3.00		-26.36			-5.57			-15.53			
Social Security Employee		-248.00		-12.83		-112.72			-23.81			-66.40			
IN - Withholding		-128.04		-25.46		-59.99			-12.68			-35.34			
Clark Co		0.00		0.00		0.00			0.00			0.00			
Elkhart Co		0.00		0.00		0.00			0.00			0.00			
Hamilton Co		0.00		0.00		0.00			0.00			0.00			
Monroe Co.		-42.48		-1.81		-19.91			0.00			-11.72			
St. Joseph co		0.00		0.00		0.00			-3.99			0.00			
<b>Total Taxes Withheld</b>		<b>-1,078.52</b>		<b>-88.10</b>		<b>-387.98</b>			<b>-46.05</b>			<b>-203.99</b>			
<b>Net Pay</b>		<b>2,801.48</b>	<b>11.5</b>	<b>118.90</b>	<b>101</b>	<b>1,430.02</b>	<b>32</b>	<b>337.95</b>	<b>102</b>	<b>867.01</b>					
Employer Taxes and Contributions															
Federal Unemployment		0.00		1.24		10.91			2.31			6.43			
Medicare Company		58.00		3.00		26.36			5.57			15.53			
Social Security Company		248.00		12.83		112.72			23.81			66.40			
IN - Unemployment Company		0.00		1.48		12.98			2.74			7.65			
<b>Total Employer Taxes and Contributions</b>		<b>306.00</b>		<b>18.55</b>		<b>162.97</b>			<b>34.43</b>			<b>96.01</b>			

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**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
 June 2015

	Nguyen, Christopher X			Powers, Cody E			Roskowski, Douglas			Smith, Keith A			Snooks, Frank...	
	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>														
Gross Pay														
Salary			0.00			0.00			0.00			0.00		
6110-OVERTIME			0.00			0.00			0.00			0.00		
Reg. Pay-6070	170.5	10.50	1,790.25			0.00			0.00			0.00	133.75	10.50
Reg. Pay-6100			0.00	44.5	12.00	534.00	30.5	12.00	366.00	14.75	12.00	177.00		
Reg. Pay-6110			0.00			0.00			0.00			0.00		
Reg. Pay-6111			0.00			0.00			0.00			0.00		
Reg. Pay-6112			0.00			0.00			0.00			0.00		
Reg. Pay-6113			0.00			0.00			0.00			0.00		
Reg. Pay-6114			0.00			0.00			0.00			0.00		
Reg. Pay-6115			0.00			0.00			0.00			0.00		
<b>Total Gross Pay</b>	<b>170.5</b>		<b>1,790.25</b>	<b>44.5</b>		<b>534.00</b>	<b>30.5</b>		<b>366.00</b>	<b>14.75</b>		<b>177.00</b>	<b>133.75</b>	
Deductions from Gross Pay														
Insurance			0.00			0.00			0.00			0.00		
Retirement			0.00			0.00			0.00			0.00		
<b>Total Deductions from Gross Pay</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>0.00</b>		
<b>Adjusted Gross Pay</b>	<b>170.5</b>		<b>1,790.25</b>	<b>44.5</b>		<b>534.00</b>	<b>30.5</b>		<b>366.00</b>	<b>14.75</b>		<b>177.00</b>	<b>133.75</b>	
Taxes Withheld														
Federal Withholding			-201.00			-13.00			-27.00			0.00		
Medicare Employee			-25.96			-7.74			-5.31			-2.57		
Social Security Employee			-111.00			-33.11			-22.69			-10.98		
IN - Withholding			-59.08			-17.62			-12.08			-5.84		
Clark Co			0.00			0.00			-7.32			0.00		
Elkhart Co			0.00			-10.68			0.00			0.00		
Hamilton Co			0.00			0.00			0.00			0.00		
Monroe Co.			-18.67			0.00			0.00			0.00		
St. Joseph co			0.00			0.00			0.00			-1.84		
<b>Total Taxes Withheld</b>			<b>-415.71</b>			<b>-82.15</b>			<b>-74.40</b>			<b>-21.23</b>		
<b>Net Pay</b>	<b>170.5</b>		<b>1,374.54</b>	<b>44.5</b>		<b>451.85</b>	<b>30.5</b>		<b>291.60</b>	<b>14.75</b>		<b>155.77</b>	<b>133.75</b>	
Employer Taxes and Contributions														
Federal Unemployment			10.74			3.21			2.20			1.06		
Medicare Company			25.96			7.74			5.31			2.57		
Social Security Company			111.00			33.11			22.69			10.98		
IN - Unemployment Company			12.79			3.81			2.61			1.26		
<b>Total Employer Taxes and Contributions</b>			<b>160.49</b>			<b>47.87</b>			<b>32.81</b>			<b>15.87</b>		

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**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
 June 2015

	Snook...	VanTassel, James P			WARTHAN, LEVI R			TOTAL		
	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15	Hours	Rate	Jun 15
<b>Employee Wages, Taxes and Adjustments</b>										
Gross Pay										
Salary	0.00			0.00			0.00			4,000.00
6110-OVERTIME	0.00	3	25.50	76.50			0.00	3.00		76.50
Reg. Pay-6070	1,404.38			0.00			0.00	406.25		4,265.63
Reg. Pay-6100	0.00			0.00			0.00	121.75		1,461.00
Reg. Pay-6110	0.00	178.75	17.00	3,038.75			0.00	178.75		3,038.75
Reg. Pay-6111	0.00			0.00		36.00	0.00			0.00
Reg. Pay-6112	0.00			0.00	163	36.50	5,949.50	163.00		5,949.50
Reg. Pay-6113	0.00		17.00	0.00			0.00			0.00
Reg. Pay-6114	0.00			0.00			0.00	112.50		2,025.00
Reg. Pay-6115	0.00			0.00		36.00	0.00			0.00
<b>Total Gross Pay</b>	<b>1,404.38</b>	<b>181.75</b>		<b>3,115.25</b>	<b>163</b>		<b>5,949.50</b>	<b>985.25</b>		<b>20,816.38</b>
Deductions from Gross Pay										
Insurance	0.00			0.00			0.00			0.00
Retirement	0.00			0.00			0.00			-120.00
<b>Total Deductions from Gross Pay</b>	<b>0.00</b>			<b>0.00</b>			<b>0.00</b>			<b>-120.00</b>
<b>Adjusted Gross Pay</b>	<b>1,404.38</b>	<b>181.75</b>		<b>3,115.25</b>	<b>163</b>		<b>5,949.50</b>	<b>985.25</b>		<b>20,696.38</b>
Taxes Withheld										
Federal Withholding	-144.00			-438.00			-1,005.00			-2,719.00
Medicare Employee	-20.37			-45.17			-86.27			-301.85
Social Security Employee	-87.08			-193.14			-368.87			-1,290.63
IN - Withholding	-46.35			-102.80			-196.34			-701.62
Clark Co	0.00			0.00			0.00			-7.32
Elkhart Co	0.00			0.00			0.00			-10.68
Hamilton Co	0.00			-31.15			0.00			-31.15
Monroe Co.	-15.37			0.00			-62.06			-172.02
St. Joseph co	0.00			0.00			0.00			-5.83
<b>Total Taxes Withheld</b>	<b>-313.17</b>			<b>-810.26</b>			<b>-1,718.54</b>			<b>-5,240.10</b>
<b>Net Pay</b>	<b>1,091.21</b>	<b>181.75</b>		<b>2,304.99</b>	<b>163</b>		<b>4,230.96</b>	<b>985.25</b>		<b>15,456.28</b>
<b>Employer Taxes and Contributions</b>										
Federal Unemployment	8.43			0.00			0.00			46.53
Medicare Company	20.37			45.17			86.27			301.85
Social Security Company	87.08			193.14			368.87			1,290.63
IN - Unemployment Company	10.03			0.00			0.00			55.35
<b>Total Employer Taxes and Contributions</b>	<b>125.91</b>			<b>238.31</b>			<b>455.14</b>			<b>1,694.36</b>

# Lake Lemon Freeholder Survey 2015

## KEY FINDINGS

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Taxes and Fees: Survey responses indicated...

- **Use taxes and fees to fund conservation measures**
- **Improving overall Lake use**
- **More support for keeping tax at current rate (57%) and raising boating fees (54%)**
- **Some support for increase in current tax level (43%)**
  - **Median suggested increase = \$100**

Riddle Point Park Services and Activities: Survey responses indicated...

- **Fishing Tournaments (58%) and concessions/gas sales (49%) supported**
- **Little support for extensive expansion of other services – lower priority than lake management**

Lake Management Activities: Survey responses indicated...

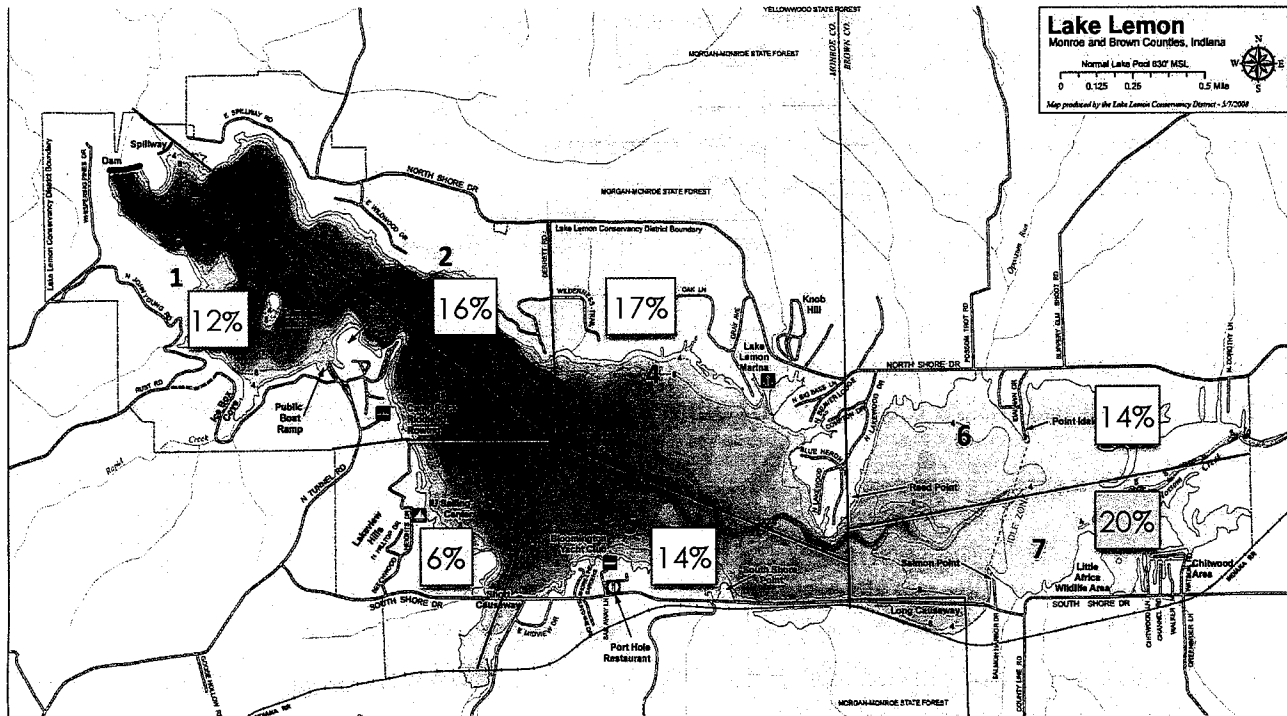
- **Dredging: topic of significant disagreement**
  - **Most agree that current amount of dredging is not sufficient (63%)**
  - **Increasing open lake access has wide support; but specifically increasing taxes for this purpose is not supported**
- **Respondents are divided over using primarily fees (54%) vs taxes (46%) for lake management; those preferring to prioritize fees rated their opinions more strongly**
- **Annual drawdown is considered very important**
  - **Level of drawdown preferred ~3 to 4 feet**

Lake Management Issues: Survey responses indicated...

- **Water Quality is the #1 concern**
  - **Control of sedimentation from upstream and shoreline erosion**
  - **Septic/runoff contamination**
  - **Support for inspection/testing requirements, but not for LLCD funding**
  - **Support for regulating runoff/erosion on lakefront property**
- **Aquatic vegetation control and maintaining adequate main lake depth are #2 priorities**

# WHO PARTICIPATED in the Survey?

- Half of the 519 freeholders responded
- They were distributed around the Lake...



## Typical respondents:

- Are 55 – 65 years old
- Have 2 adults per household
- Have been using lake lemon for an average of 30 years
- Are at the lake year-round (about half)
- Motor boat and swim in the lake,
- Watch wildlife and birds



Institute for Parks and Public Lands  
INDIANA STATE POLICE

501 N. Morton Street, Suite 101  
Bloomington, IN 47404  
812.855.3095

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## 2016 Proposed Budget

### REVENUES

Account #	Description	2016 Budget	2015 Budget	2014 Budgeted	2014 Actual	Budgeted 2013	Actual 2013
4000	Watercraft Permits	110,000.00	105,000.00	102,000.00	113,769.00	102,000.00	115,133.00
4010	Launch Fees	20,000.00	18,000.00	16,000.00	22,472.00	16,000.00	21,259.00
4020	Marina & Club Fees	8,000.00	8,000.00	8,000.00	9,275.00	8,000.00	9,725.00
4030	Sublease Fees	26,000.00	26,000.00	26,000.00	27,190.00	26,000.00	26,650.00
4040	Property Tax - BC	65,000.00	65,000.00	65,000.00	62,682.80	60,000.00	65,586.25
4050	Property Tax - MC	185,000.00	185,000.00	185,000.00	185,200.73	190,000.00	191,702.24
4060	Interest	1,250.00	1,500.00	2,500.00	1,586.98	2,500.00	1,553.15
4070	Grants & Donations	7,000.00	5,000.00	6,000.00	12,297.69	6,000.00	7,322.28
4080	Fish Tournaments Application Fees	1,400.00	700.00	800.00	725.00	800.00	725.00
4090	Park/Lake Reservations	4,000.00	4,000.00	4,500.00	4,025.00	4,500.00	5,775.00
4100	Park Admission Fees	37,000.00	27,000.00	27,000.00	27,340.00	27,500.00	26,655.00
4110	Concessions	0.00	0.00	0.00	0.00	0.00	0.00
4120	Other	0.00	0.00	0.00	813.75	0.00	5,640.09
4130	Dredging/Rip-Rap Income	12,500.00	10,000.00	20,000.00	17,577.92	10,000.00	8,215.05
4140	Dredging Equipment Loan Proceeds	0.00	200,000.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>477,150.00</b>	<b>655,200.00</b>	<b>462,800.00</b>	<b>484,955.87</b>	<b>453,300.00</b>	<b>485,941.06</b>

**2016 Proposed Budget**

**WAGES**

Account #		2016 Budget	2015 Budget	2014 Budgeted	2014 Actual	Budgeted 2013	Actual 2013
<b>Salaries &amp; Benefits</b>							
6000	District Manager	50,000.00	55,000.00	54,991.00	54,991.00	54,991.00	54,991.00
6001	Operations Supervisor	40,000.00					
6010	FICA (7.65%--all staff)	13,400.00	12,641.00	11,681.00	10,789.11	10,564.00	10,870.23
6020	SUTA (1.236% to 9.5K--all staff)	800.00	789.00	314.00	722.05	332.00	764.49
6030	PERF.(14.2%)	12,800.00	7,810.00	7,809.00	8,106.51	7,149.00	8,940.13
6040	Health Insurance	8,000.00	12,000.00	21,000.00	24,385.82	18,700.00	19,715.26
6050	Life Insurance	0.00	0.00	1,263.00	1,263.00	1,263.00	1,263.00
	<b>TOTAL</b>	<b>125,000.00</b>	<b>88,240.00</b>	<b>97,058.00</b>	<b>100,257.49</b>	<b>92,999.00</b>	<b>96,544.11</b>
<b>Hourly &amp; Seasonal</b>							
6070	Gate / Park Attendants (2000 hrs @ \$11.00/hr)	22,000.00	21,000.00	15,000.00	15,026.52	14,250.00	15,680.40
6100	Lake Patrol (400 hrs @ \$12.00/hr)	4,800.00	4,800.00	4,800.00	4,191.00	4,800.00	3,558.00
6110	Lake Biologist (1600 hrs @ \$17.00/hr)	0.00	27,200.00	21,700.00	25,935.39	14,000.00	20,874.00
6111	Dredger (LLCD Dredging) (600 hrs @ \$37.50/hr)	22,500.00	21,900.00	21,600.00	13,518.00	21,000.00	20,720.00
6112	Dredger (Other) (375 hrs @ \$37.50/hr)	14,062.50	13,688.00	13,500.00	13,635.00	10,500.00	14,017.50
6113	AssistantDredger (LLCD Dredging) (600 hrs @ \$18.00/hr)	10,800.00	10,800.00	10,500.00	6,072.50	10,500.00	8,408.75
6114	AssistantDredger (Other) (300 hrs @ \$18.00/hr)	5,400.00	5,400.00	5,250.00	4,738.13	5,250.00	3,845.63
6115	Dredger (Private) (100 hrs @ \$37.50/hr)	3,750.00	3,650.00	3,600.00	1,998.00	n/a	n/a
6116	AssistantDredger (Private) (100 hrs @ \$18.00/hr)	1,800.00	1,800.00	1,750.00	927.50	n/a	n/a
	<b>TOTAL</b>	<b>85,112.50</b>	<b>110,238.00</b>	<b>97,700.00</b>	<b>86,042.04</b>	<b>80,300.00</b>	<b>87,104.28</b>
	<b>GRAND TOTAL WAGES</b>	<b>210,112.50</b>	<b>198,478.00</b>	<b>194,758.00</b>	<b>186,299.53</b>	<b>173,299.00</b>	<b>183,648.39</b>

**2016 Proposed Budget**

**SUPPLIES**

Account #	Description	2016 Budget	2015 Budget	2014 Budgeted	2014 Actual	Budgeted 2013	Actual 2013
<b>Office Supplies</b>							
6120	Season & Launch Permits	1,500.00	1,200.00	1,200.00	1,289.56	1,000.00	1,486.05
6130	Daily Permits	400.00	300.00	300.00	97.08	250.00	397.52
6140	Receipt/Ticket Books	400.00	400.00	400.00	636.99	400.00	289.26
6150	Checks	200.00	200.00	200.00	218.34	200.00	
6160	Printer, Copier, Computer	800.00	800.00	500.00	731.19	500.00	540.13
6170	Miscellaneous/Other	1,300.00	1,300.00	1,300.00	1,256.32	1,350.00	1,223.87
6180	Postage	800.00	1,000.00	1,300.00	575.69	1,300.00	867.56
6190	General Business Supplies	500.00	500.00	500.00	428.27	500.00	440.82
	<b>TOTAL</b>	<b>5,900.00</b>	<b>5,700.00</b>	<b>5,700.00</b>	<b>5,233.44</b>	<b>5,500.00</b>	<b>5,245.21</b>
<b>Operating Supplies</b>							
6200	Regular Gas	7,000.00	7,000.00	5,000.00	3,551.78	4,000.00	3,374.25
6210	Diesel, Oil, Grease	12,000.00	12,000.00	14,000.00	10,063.80	12,500.00	12,357.25
6220	Janitorial	0.00	0.00	0.00	0.00	0.00	0.00
6230	Medical	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>19,000.00</b>	<b>19,000.00</b>	<b>19,000.00</b>	<b>13,615.58</b>	<b>16,500.00</b>	<b>15,731.50</b>
<b>Repair &amp; Maintenance Supplies</b>							
6240	Building & Grounds	10,000.00	8,500.00	3,500.00	5,332.64	3,500.00	3,983.22
6250	Boats, Trucks	1,500.00	1,500.00	2,000.00	1,272.42	2,000.00	1,537.77
6251	Dredging Supplies	15,000.00	19,000.00	9,000.00	16,855.13	8,000.00	6,373.86
6252	Rip Rap/ Erosion Control	10,000.00	8,000.00	8,000.00	9,459.06	10,000.00	7,494.87
	<b>TOTAL</b>	<b>36,500.00</b>	<b>37,000.00</b>	<b>22,500.00</b>	<b>32,919.25</b>	<b>23,500.00</b>	<b>19,389.72</b>
<b>Other Supplies</b>							
6260	Uniforms	200.00	0.00	0.00	0.00	0.00	0.00
6270	Boat Equipment	0.00	0.00	300.00	0.00	0.00	0.00
6280	Radios	0.00	0.00	0.00	0.00	0.00	0.00
6290	Signs/Nautical Markers	3,500.00	2,000.00	2,500.00	3,216.00	2,000.00	2,796.00
	<b>TOTAL</b>	<b>3,700.00</b>	<b>2,000.00</b>	<b>2,800.00</b>	<b>3,216.00</b>	<b>2,000.00</b>	<b>2,796.00</b>
	<b>GRAND TOTAL SUPPLIES</b>	<b>65,100.00</b>	<b>63,700.00</b>	<b>50,000.00</b>	<b>54,984.27</b>	<b>47,500.00</b>	<b>43,162.43</b>



**2016 Proposed Budget**

**SERVICES & CHARGES**

Account #	Description	2016 Budget	2015 Budget	2014 Budgeted	2014 Actual	Budgeted 2013	Actual 2013
<b>Professional Services</b>							
6300	Accounting Services	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,476.49
6310	Grass Mowing	15,000.00	10,875.00	10,875.00	10,880.00	10,875.00	10,875.00
6320	Attorney	4,000.00	4,000.00	6,000.00	4,834.52	6,000.00	3,156.11
6325	Fish Management Survey	0.00	0.00	0.00	0.00	0.00	0.00
6330	Consulting Engineers	4,000.00	10,000.00	15,000.00	30,541.68	4,000.00	0.00
6350	Other Professional/Secretarial Services	500.00	500.00	500.00	837.99	500.00	344.50
	<b>TOTAL</b>	<b>28,900.00</b>	<b>30,775.00</b>	<b>37,775.00</b>	<b>52,494.19</b>	<b>26,775.00</b>	<b>19,852.10</b>
<b>Communication/Transportation</b>							
6370	Phone, LDT, Email, etc.	2,900.00	2,900.00	2,900.00	2,838.90	3,400.00	2,802.30
6380	Travel	300.00	0.00	0.00	122.10	0.00	0.00
6390	Hotel	0.00	0.00	0.00	0.00	0.00	0.00
6400	Meals	0.00	0.00	0.00	0.00	0.00	0.00
6410	Subscriptions/Memberships	300.00	300.00	300.00	345.55	300.00	334.40
	<b>TOTAL</b>	<b>3,500.00</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,306.55</b>	<b>3,700.00</b>	<b>3,136.70</b>
<b>Printing/Advertising</b>							
6420	Newsletter	0.00	0.00	0.00	0.00	800.00	0.00
6430	Ads(legal notices)	500.00	300.00	300.00	1,430.75	300.00	306.67
6440	Other Printing	1,000.00	1,000.00	1,300.00	1,051.92	1,500.00	761.29
	<b>TOTAL</b>	<b>1,500.00</b>	<b>1,300.00</b>	<b>1,600.00</b>	<b>2,482.67</b>	<b>2,600.00</b>	<b>1,067.96</b>
<b>Insurance</b>							
6450	Insurance	43,000.00	43,000.00	48,000.00	40,262.75	45,000.00	38,370.00
	<b>TOTAL</b>	<b>43,000.00</b>	<b>43,000.00</b>	<b>48,000.00</b>	<b>40,262.75</b>	<b>45,000.00</b>	<b>38,370.00</b>
<b>Utility Services</b>							
6460	Electric	4,500.00	4,500.00	4,500.00	4,932.40	5,000.00	4,562.40
6470	Water	600.00	600.00	600.00	587.05	600.00	572.15
6480	Trash	1,500.00	1,500.00	1,100.00	1,326.30	1,000.00	1,484.52
6490	Port-o-lets	2,000.00	2,000.00	2,200.00	2,948.00	2,200.00	1,348.00
6500	Pump Holding Tank	800.00	400.00	500.00	400.00	600.00	361.00
	<b>TOTAL</b>	<b>9,400.00</b>	<b>9,000.00</b>	<b>8,900.00</b>	<b>10,193.75</b>	<b>9,400.00</b>	<b>8,328.07</b>

**2016 Proposed Budget**

**SERVICES & CHARGES (Continued)**

Account #	Description	2016 Budget	2015 Budget	2014 Budget	2014 Actual	Budgeted 2013	Actual 2013
<b>Repair &amp; Maintenance</b>							
6510	Building & Grounds	3,000.00	4,000.00	4,000.00	2,650.00	4,000.00	3,416.90
6520	Boats	2,000.00	1,500.00	1,500.00	2,580.75	1,500.00	1,759.25
6530	Trucks	500.00	1,000.00	1,000.00	363.50	1,000.00	713.91
6540	Sluice Gate Inspection	3,000.00	0.00	0.00	0.00	0.00	0.00
6541	Dredging Equipment Repairs	7,000.00	7,000.00	7,000.00	4,557.24	7,000.00	1,922.58
6542	Equipment Rental	1,000.00	1,500.00	2,000.00	1,812.88	3,000.00	599.00
	<b>TOTAL</b>	<b>16,500.00</b>	<b>15,000.00</b>	<b>15,500.00</b>	<b>11,964.37</b>	<b>16,500.00</b>	<b>8,411.64</b>
<b>Other Services &amp; Charges</b>							
6560	Water Testing	4,500.00	4,500.00	4,300.00	2,389.00	4,000.00	6,441.00
6570	Lake Weed Treatment	50,000.00	50,000.00	50,000.00	38,311.50	50,000.00	59,156.41
6580	Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00
6590	Contingency Fund 10%	5,000.00	5,000.00	5,000.00	0.00	5,000.00	0.00
6600	6% Commission-Marina Sales	2,300.00	2,300.00	2,300.00	2,240.94	2,300.00	2,401.08
6610	Cumulative Maintenance Fund	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
6620	Dam/Spillway Inspection	5,000.00	0.00	4,650.00	4,489.82	0.00	0.00
6630	Dam/Spillway Repairs	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
6640	Soil Testing (IDEM)	0.00	0.00	0.00	0.00	0.00	0.00
6660	Dredging	0.00	0.00	0.00	0.00	0.00	0.00
6661	Disposal Site Preparation	0.00	5,000.00	5,000.00	0.00	5,000.00	2,673.34
6662	Debt Service- Dredging Loan	46,000.00	46,000.00	46,000.00	67,702.88	46,000.00	41,727.39
6663	Silt Container, Barge Assembly, Barge Mobilization	0.00	0.00	0.00	0.00	0.00	0.00
6670	Interest Expense (Line of Credit)	0.00	0.00	0.00	1,438.12	0.00	4,272.63
6680	Other Services and Charges (Debris Removal)	500.00	2,000.00	3,000.00	12.00	2,000.00	3,012.00
6681	Fireworks	7,000.00	7,000.00	7,000.00	6,500.00	7,000.00	6,500.00
6682	Ramp Repairs	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>135,300.00</b>	<b>126,800.00</b>	<b>142,250.00</b>	<b>128,084.26</b>	<b>136,300.00</b>	<b>131,183.85</b>
	<b>GRAND TOTAL SERVICES AND CHARGES</b>	<b>238,100.00</b>	<b>229,075.00</b>	<b>257,225.00</b>	<b>248,788.54</b>	<b>240,275.00</b>	<b>210,350.32</b>

## **EQUIPMENT PURCHASE AGREEMENT**

**THIS EQUIPMENT PURCHASE AGREEMENT** is entered into this 18 day of July, 2015, by and between J.S. McCullough Excavating, LLC (“McCullough” or “Seller”) and Lake Lemon Conservancy District (“LLCD” or “Buyer”).

### **Recitals**

WHEREAS, the Lake Lemon Conservancy District is a duly authorized and existing entity by virtue of I.C. 14-33 *et seq.* LLCD manages and operates property owned by the City of Bloomington known as Lake Lemon located in Monroe County and Brown County, Indiana.

WHEREAS in managing and maintaining Lake Lemon for its statutory purpose, it is prudent and necessary for the LLCD to acquire equipment for dredging initiatives.

WHEREAS, the LLCD, through I.C. 5-3-1 *et seq.*, published Invitations to Bid, and, through I.C. 5-22-9 *et seq.*, issued a Request for Proposals, concerning the purchase of equipment for use in the care and maintenance of Lake Lemon, *to wit:* a Mechanical Barge System. A copy of said Request for Proposals is attached hereto as **Exhibit A**.

WHEREAS, McCullough timely submitted a Bid in response to the Invitation for Bids issued by LLCD.

WHEREAS, LLCD has opened the bids received through the statutory process and elected to award the bid to McCullough, as the lowest responsible and responsive bidder.

WHEREAS, LLCD desires now to set forth the terms and conditions of the purchase of equipment from McCullough upon the terms and conditions set forth in the Invitation to Bid, the Request for Proposals, and as set forth specifically below.

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

1. **Sale and Purchase of Equipment.** McCullough agrees to sell to LLCD, free from all liabilities and encumbrances, such assets that are more particularly described in **Exhibit B** attached hereto (the “Assets”), subject to the terms and conditions of this Agreement.
2. **Date of Delivery, Assembly, and Mobilization.** On or before April 30, 2016, McCullough shall complete *all* of the following steps: (a) design, build, obtain, compile, and/or construct all of the Assets described in **Exhibit B** hereto, (b) deliver said Assets to LLCD’s premises at Riddle Point on Lake Lemon in Unionville, Indiana, (c) assemble the Assets, if necessary, on LLCD’s premises, *and* (d) ensure that all Assets are fully mobilized on Lake Lemon and operational. At least ten (10) days prior to delivery, McCullough shall call the LLCD Lake Manager at 812-334-0233 to arrange a mutually-acceptable delivery date and time.

3. Test Phase. Upon the above-described delivery, assembly, and mobilization of the Assets by McCullough to LLCD's premises, LLCD shall have the right to inspect and test the Assets to ensure that the Assets are acceptable to LLCD (hereinafter, the "Test Phase"). During the Test Phase, LLCD shall have the right to operate the Assets for a period of up to eighty (80) operating hours. LLCD shall have the right to test the Assets to ensure barge functionality, build quality, safety, and overall suitability and acceptability. LLCD shall complete the Test Phase on or before June 15, 2016.
4. Right to Reject. If, upon the completion of the Test Phase, LLCD determines for any reason that all or any part of the Assets are not acceptable, the parties agree that LLCD shall have the right—in its absolute discretion, for any reason, and at no cost to LLCD—to reject all or any part of the Assets and/or terminate this Agreement. In the event that LLCD elects to reject all or any part of the Assets, LLCD shall notify McCullough of the rejection in a writing postmarked on or before June 15, 2016. If LLCD rejects all or any part of the Assets, McCullough shall then, at its own cost, re-take possession of the rejected Assets and remove them from LLCD's premises. McCullough shall cover all labor, delivery, and/or any other costs associated with re-taking possession of the rejected Assets and/or removing them from LLCD's premises. In the event that LLCD rejects all or any part of the Assets, McCullough agrees to hold LLCD harmless and not pursue any claim, demand, or legal action of any sort against LLCD. The parties explicitly agree that LLCD shall be perfectly within its legal rights to reject all or any part of the Assets pursuant to this Section.
5. Notice of Acceptance. If, upon the completion of the Test Phase, LLCD determines that it wishes to accept all or any part of the Assets, LLCD shall notify McCullough of the acceptance (and of the specific items accepted) in a writing postmarked on or before June 15, 2016 (the "Notice of Acceptance"). Promptly upon receiving the Notice of Acceptance from LLCD, McCullough shall send a final invoice to LLCD. In the event that LLCD accepts some but not all of the Assets, the final invoice to LLCD shall be pro-rated to match the prices set forth in Exhibit B for those assets accepted (and only those assets). In no event shall the total amount of the final invoice exceed the Purchase Price set forth in Section 8 below.
6. Seller's Warranty on Assets. McCullough includes a one year warranty on the operation of the Assets and/or all workmanship related thereto. For a period of one (1) year after the delivery of the Purchase Price by LLCD to McCullough, if LLCD serves written notice upon McCullough of any failure, need for maintenance or repair, and/or any other defect concerning the purchased Assets and/or any workmanship related thereto, McCullough will repair or replace such items, at McCullough's expense. Upon receipt of written notice from LLCD, McCullough will have five (5) business days to inspect the Assets. McCullough will then make the necessary repairs or replacements within fifteen (15) days after its inspection. McCullough will not be responsible for any post-purchase modifications of the Assets constructed or made by LLCD or any third party hired by LLCD. LLCD shall provide reasonable access to the Assets to permit McCullough to make its inspections and/or repairs.

7. Express Contingency on LLCD's Performance. If tax assessments or other funds, from whatever source elected by the LLCD in its sole discretion, for the purchase of the equipment for the continued fulfillment by LLCD of this Agreement are at any time (prior to the final payment obligation in Section 8 below) not forthcoming or insufficient through failure of any entity to appropriate said tax assessments, financing, or funds, then LLCD shall have the right to terminate this Agreement without penalty by giving written notice, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void and of no effect. Additionally, to the maximum extent allowed by law (including but not limited to I.C. 5-22-17-3), any obligation of LLCD to perform under this Agreement and/or to make payment hereunder is expressly contingent upon and subject to the appropriation and availability of funds.
8. Purchase Price and Manner of Payment. The Purchase Price shall not exceed Two Hundred Fifty-Eight Thousand Four Hundred Eighty Dollars (\$258,480.00). In the event that LLCD accepts some or all of the Assets pursuant to Section 5 above, LLCD shall make payment in full to McCullough for the accepted Assets within thirty (30) days of LLCD's receipt of the final invoice called for by Section 5. Notwithstanding the foregoing, in the event that McCullough fails to deliver timely the Assets to LLCD as set forth in Section 2 above, then LLCD may, at its election, terminate this Agreement with no obligation to pay McCullough.
9. Instruments of Transfer. If some or all of the Assets are accepted by LLCD pursuant to Section 5 above, McCullough shall transfer to LLCD the accepted Assets, in excellent working condition, free and clear of all liens and encumbrances. McCullough shall also deliver to LLCD any and all title documents which exist and/or which are required by the State of Indiana. At the request of LLCD, McCullough shall deliver to LLCD a Bill of Sale and/or any other documents, certificates, or instruments reasonably requested by LLCD to evidence the transfer of the purchased Assets from McCullough to LLCD.
10. Further Assurances. If some or all of the Assets are accepted by LLCD pursuant to Section 5 above, continuing even after the payment by LLCD to McCullough, McCullough will execute and deliver all such other and additional instruments, notices, releases, undertakings, consents, and/or other documents, and will do all such other acts and things, as may reasonably be requested by LLCD as necessary to assure to LLCD all the rights and interests granted under this Agreement. McCullough will use its best efforts, now and in the future, to enable LLCD to succeed to the purchased Assets. McCullough shall take or shall cause to be taken such other actions as LLCD reasonably may require more effectively to transfer, convey, and/or assign to, and vest in, LLCD, and put LLCD in possession of, the purchased assets as contemplated by this Agreement. In the event that any purchased asset cannot fully and effectively be transferred to LLCD without the consent of a third party or parties, McCullough thereafter shall be obligated to use its best efforts to assist LLCD in obtaining the benefits of such purchased asset.
11. Parties' Representations and Warranties. 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. McCullough shall pay all personal property and inventory taxes, if any, which are due and owing on the Assets through the date of LLCDC's Notice of Acceptance.
- c. McCullough is (or at the time of delivery will be) the owner of and will deliver to LLCDC good and marketable title to the Assets free from all security interests, liens, and encumbrances and will execute Bills of Sale, title documents, or any other transfer document necessary to convey and grant ownership of the Assets to LLCDC.
- d. McCullough owes no obligations and has contracted no liabilities which may affect the consummation of the sale of the Assets or increase LLCDC's cost.
- e. McCullough has complied and shall comply with all applicable local, state, and federal laws, rules, ordinances, guidelines, and regulations and represents and warrants that there are no outstanding violations or potential violations of the same.
- f. McCullough has not entered into any other contract to sell the Assets or any portion thereof.
- g. McCullough represents to LLCDC that the provisions of the Bulk Transfer Law, I.C. §26-1-6.1, *et seq* do not apply to this transaction, and McCullough will indemnify and hold LLCDC harmless from any and all liability, that LLCDC may incur as a result of any failure to comply with the Bulk Transfer Law.
- h. All information provided to the other party is complete and accurate and contains no material omissions or misrepresentations.

12. Nature of Relationship. The parties herein agree that McCullough shall act at all times as an Independent Contractor in the performance of this Agreement, and not as an employee, agent, partner, joint venturer, or franchisee of LLCDC for any purpose. Accordingly, McCullough shall be responsible for the payment of all taxes and insurance for itself, including Federal, State, and local taxes arising out of the activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income taxes, sales taxes, payroll taxes (for its employees), Social Security tax, Unemployment Insurance taxes, workers compensation insurance, and any other taxes or business license fees as required. McCullough shall not have any right to make contracts or commitments for or on behalf of LLCDC, and McCullough shall not have any right to act in any manner as a representative of LLCDC. McCullough's personnel will at all times serve as employees, agents, and/or contractors of McCullough, not of LLCDC.

13. Insurance. At all times beginning with the execution of this Agreement and continuing until all warranties set forth under Section 6 above have expired, Seller shall maintain in place a policy (or policies) of insurance providing coverage for the Assets, the delivery of

the Assets, and/or any related work to be performed by Seller on behalf of or at the request of LLCD. Said insurance policy shall cover all risks expected to arise from the performance of this Agreement. Said insurance shall include, at a minimum, a commercial general liability (CGL) policy in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Seller shall add LLCD and the City of Bloomington Utilities (CBU) as "additional insureds" to said policy(ies). Upon the request of LLCD, Seller shall provide a copy of all applicable insurance policies to LLCD.

14. Risk of Loss. McCullough shall bear the risk of loss on the Assets until the close of business on the date that the Notice of Acceptance is provided by LLCD, providing that the Assets are not rejected. If all or any part of the Assets are rejected as non-conforming, defective, and/or unacceptable for any reason to LLCD, McCullough shall retain the risk of loss with regard to those assets so identified. Nothing in this Section shall be construed to limit in any way the warranty extended from Seller to LLCD pursuant to Section 6 above.
15. Indemnification. At all times beginning with the execution of this Agreement and continuing until all warranties set forth under Section 6 above have expired, McCullough shall defend and save LLCD harmless from and against all liability, claims, suits, costs, expenses (including attorney fees), and/or losses, and against any claim of whatever nature arising from the Assets, the construction of the Assets, the operation of the Assets, the delivery and/or assembly of the Assets (as set forth in Section 2 above), the testing of the Assets (as set forth in Section 3 above), and/or any claim or event that is covered by the warranty extended from Seller to LLCD (as set forth in Section 6 above). Nothing in this Section shall be construed to limit in any way said warranty extended from Seller to LLCD. McCullough shall further indemnify and hold harmless LLCD 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 the assets and/or services provided under this Agreement.
16. Default and Remedies. A default by Seller will have occurred under this Agreement if: (i) Seller fails to comply in a timely manner with any term of this Agreement, (ii) Seller fails to correct any noncompliance with an applicable law, ordinance, or governmental regulation, (iii) Seller breaches any representation or warranty set forth herein, and/or (iv) Seller becomes insolvent and/or becomes a debtor in a bankruptcy proceeding (either voluntarily or involuntarily). If LLCD must take legal action to enforce the terms of this Agreement, Seller shall be liable to LLCD for reasonable attorney fees and/or court costs incurred by LLCD as a result of Seller's breach of this Agreement.
17. Prohibition against Assignment. McCullough's obligations hereunder are personal and may not be assigned or transferred without the prior written consent of LLCD.
18. Survival. All representations, covenants, and warranties made by McCullough shall survive the delivery of the equipment and any payment by LLCD.

19. Waiver. 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.
20. Invitation to Bid and Request for Proposals. The parties acknowledge that this Agreement arises out of the Invitation to Bid and Request for Proposals issued by LLCD containing certain, specific terms and conditions for performance by the Bidder. To the extent that any provision of the Invitation to Bid and/or Request for Proposals conflicts with a provision of this Agreement, the provisions of this Agreement shall prevail.
21. Notice and Payment Address. All payments to McCullough 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 mail, postage prepaid, at the following addresses:

If to McCullough: J.S. McCullough Excavating, LLC  
Attn: Shannon McCullough  
7070 E. CR 600 N.  
Bainbridge, IN 46105

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

*With a copy to:*

Angela F. Parker, Esq.  
Counsel for LLCD  
116 W. 6<sup>th</sup> Street, Suite 200  
P.O. Box 2639  
Bloomington, IN 47402-2639

22. Miscellaneous.

- a. This Agreement and the Exhibits hereto embody and constitute 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. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope of intent of this Agreement or any of the provisions hereof.
- d. 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.
- e. This Agreement may be executed in multiple counterparts, each of which shall be treated as an original.
- f. As used in this Agreement, the masculine, feminine and neuter shall each include the other, and the singular and plural shall each include the other, as the context may require.

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

SELLER:

J.S. McCullough Excavating, LLC

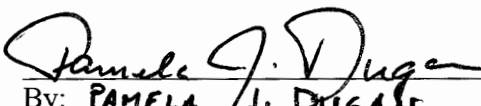
Date: 7/22/15

  
By: J. Shannon McCullough  
Title: President

BUYER:

Lake Lemon Conservancy District

Date: 7/27/15

  
By: PAMELA J. DUGAN  
Title: CHAIR/LLCD board

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**Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.**

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**Lake Lemon Conservancy District, Unionville, IN.**

**Request for Proposal for Mechanical Dredge Barge to be used for sediment removal, debris removal and Rip-Rap stone application on Lake Lemon**

**RFP # 51915**

**5-19-2015**

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## **1 Statement of Work**

### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to Design, Build and Deliver a complete Mechanical Barge System to the Lake Lemon Conservancy District ("LLCD"). The RFP provides vendors with the relevant information, and terms and conditions to offer the equipment for sale to the LLCD.

### **1.2 Coverage & Participation**

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all departments at the LLCD. The Lake Lemon Conservancy District, reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

## **2 General Information**

### **2.1 Original RFP Document**

The LLCD shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

### **2.2 The Organization**

Lake Lemon was built to serve as a drinking water reservoir and natural resource venue for the City of Bloomington's expanding population. Lake lemon was used as the primary drinking water source for the City of Bloomington until the late 1960's. Currently the reservoir serves as Bloomington's back up water supply. In the late 1980's, due to the financial burden of an unused water supply, the City of Bloomington Utilities began to look for a group interested in managing the reservoir. The LLCD was formed in 1995.

In the spring of 2010, the LLCD purchased mechanical dredging equipment for the district to manage a dredging and shore line stabilization (Rip-Rap) program entitled the Lake Lemon Restoration Project. In 2012 The LLCD received an Implementation Award for the project by the Indiana Lake Management Society. In order to expand the scope of the restoration project, and to reach areas inaccessible with our current equipment, The LLCD seeks to purchase a downsized barge system for mechanical dredging.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## 2.3 Existing Equipment and Services

Currently the LLCD utilizes a design with 3 sectional 67' x 12' x 4' barges pinned together. A removable Komatsu PC 300 excavator sits at the front of the barge for mechanical dredging, debris removal, and Rip-Rap application. The barge has a raised wall sediment box that holds approximately 100 cubic yards of sediment. The barge is pushed by a 24' long push boat with an inboard 150 H.P. John Deere diesel motor.

## 2.4 Schedule of Events

The following schedule applies to this RFP:

Issuance of RFP	May 27, 2015
Technical Questions/Inquiries due	June 10, 2015
RFP Closes	June 17, 2015 5:00 pm EST
Complete Initial Evaluation	June 18, 2015
Final Award Notification	<del>June 20, 2015</del> (Addenda A)

## 3 Proposal Preparation Instructions

### 3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to LLCD as necessary to gain such understanding. The LLCD reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, The LLCD reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such an understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to LLCD.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## 3.2 Good Faith Statement

All information provided by The LLCD in this RFP is offered in good faith. Individual items are subject to change at any time. The LLCD makes no certification that any item is without error. The LLCD is not responsible or liable for any use of the information or for any claims asserted there from.

## 3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the LLCD District Manager. In no case shall verbal communication govern over written communication.

- 3.3.1 **Vendors' Inquiries.** Applicable terms and conditions herein shall govern communications and inquiries between The LLCD and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Lake Lemon Conservancy District  
Attn: Adam Casey, LLCD District  
Manager  
7599 North Tunnel Rd.  
Unionville, Indiana 47468

Telephone: (812) 334-0233  
Fax: (812) 335-0038  
E-mail: Manager@lakelemon.org

- 3.3.2 **Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any LLCD employee or representative of any kind or capacity with the exception of LLCD District Manager, Adam Casey for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

- 3.3.3 **Formal Communications** shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to June 10, 2015.
- Errors and omissions in this RFP and enhancements. Vendors shall recommend to The LLCD any discrepancies,

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to The LLCD any enhancements, which might be in The LLCD's best interests. These must be submitted in writing and be received prior to June 10, 2015.

- Inquiries about technical interpretations must be submitted in writing and be received prior to June 10. Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

**3.3.4 Addenda:** The LLCD will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within three business days. All questions, answers, and addenda will be shared with all recipients.

The LLCD will not respond to any questions or requests for clarification that require addenda, if received by The LLCD after June 10, 2015.

## 3.4 Proposal Submission

Proposals must be delivered sealed and clearly marked as "Barge Proposal" to:

Lake Lemon Conservancy District  
Attn: Adam Casey, LLCD District  
Manager  
7599 North Tunnel Rd.  
Unionville, Indiana 47468

On or prior to June 17, 2015 5:00pm EST. The LLCD shall not accept proposals received by fax or email. All late proposals will be returned unopened.

Vendors are to submit 1 original copy of proposal marked "Original" and 3 copies each marked "Copy." Each original and copy must be individually bound.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## **3.5 Criteria for Selection**

Vendors/offerors should present their best offers with their proposals. All proposals will be given a thorough review. Proposals must be valid for 60 days following June 17, 2015 to allow LLCD time to complete the review process.

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply The LLCD with the equipment needed as per the specifications identified in the Scope of Work.

### **Evaluation Criteria:**

1. Condition and age of barge
2. Condition and age of excavator
3. Size and included attachments for excavator
4. Capacity of sediment containment box
5. Price of barge system
6. Location and delivery of barge
7. Procurement requirements
8. Availability of previously designed equipment for review by LLCD staff
9. References for prior work
10. Certified third-party condition survey of equipment
11. Promptness of proposed delivery of equipment
12. Any warranties that the vendor will provide, which must be clearly identified in vendor's proposal
13. Overall responsiveness and completeness of the proposal documents
14. Vendor's willingness and ability to meet LLCD's requests, to provide quality materials and/or construction, and to abide by the conditions and requirements of the contract(s)
15. Vendor's demonstrated experience with similar projects and references

In weighing the relative importance of the above-listed considerations and criteria, price will be a highly important factor but not the only factor. Other factors of high importance will include the vendor's responsiveness to the "Specifications & Requirements" set forth herein, the vendor's experience and capability, and the vendor's ability to meet the delivery deadline.

## **3.6 Selection and Notification**

Vendors determined by The LLCD who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to those vendors via mail. Those vendors not selected for the negotiation phase will not be notified.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

By submitting a proposal, all vendors consent to the proposal (or any part thereof and/or any register of proposals) becoming public record, as may be required by Indiana law—including but not limited to IC 5-22-9-5 and/or any other applicable provisions of the Indiana Code. LLCD shall not be responsible or liable in any way for any damage and/or liability that results from the disclosure of any proposal, any part thereof, and/or any register prepared therefrom.

## **3.7 Method of Award and Execution of Contract**

Following the submission of proposals and any negotiation between LLCD and the vendor(s), a recommendation will be made to the LLCD Board of Directors and a final award may be given by the LLCD Board to one or more responsible and qualified offerors given all evaluation considerations and criteria. LLCD reserves the right to waive technical errors, irregularities, or discrepancies in any proposal. LLCD reserves the right to accept any proposal in whole or in part. LLCD further reserves the right to reject any or all proposals. Additionally, LLCD reserves the right to negotiate with and/or award contracts to one or more different vendors who submit proposals—for example, to purchase (at LLCD's discretion) different items of equipment from different vendors. In no event will an award be made until all necessary investigations—including but not limited to discussions with responsible offerors (who submit proposals determined to be reasonably susceptible of being selected for award)—are made as to the responsibility and qualifications of the offeror to whom it is proposed to make an award of contract.

If tendered by LLCD, any contract shall be signed by the vendor and returned to the LLCD Board together with any contract bonds, insurance documents, and/or other documents as required in the contract, within 10 days after it has been delivered or mailed to the vendor.

No proposal shall be binding upon the LLCD Board until the related contract is fully executed. Failure of the vendor to completely and properly execute the awarded contract shall be just and sufficient cause for the annulment / termination of the award by the LLCD Board.

Once a contract (or contracts) has been awarded and signed with the selected vendor(s), the remaining proposals will become null and void.

## **4 Specifications & Requirements**

### **4.1 Specifications**

- Mechanical dredging barge system w/ removable excavator
- Sediment containment box on barge with drain pipe
- Self-propelled barge w/ pilot house
- Raked on bow end



## Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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- Anchoring spuds/beams, used for stabilization while digging
- Multiple separated flotation compartments

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## 4.2 Specifications

This RFP requires that the barge be transferred to LLCD with the following proposed options.

Option 1: The LLCD purchases and owns the barge system.

Option 2: The LLCD has the right to purchase then resell the barge system back to the original seller for a predetermined price and the original seller must re-purchase the barges.

LLCD will consider other options for the procurement. However, any option must include the transfer of title of the supplied equipment to The LLCD for a minimum of three consecutive years.

## 4.3 Functional Requirements

The barge and associated equipment must be of a quality that no repairs should be necessary for a period of three years (not-to-include normal maintenance) based on normal wear and tear for a service that loads and unloads the barges weekly.

The barge must be able to access currently inaccessible areas of concern in and around Lake Lemon. (Preference will be given to vendor's who perform a site inspection to assure size appropriateness)

The barges will need to be delivered to

Lake Lemon, Unionville, Indiana

Any and all costs of delivery are to be borne by the vendor. If vendor is unwilling to bear the costs of delivery, then vendor shall itemize all delivery costs in Section 6.1 below.

## 5 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. *A brief outline of the vendor company including:*
  - *Full legal name of the company – primary contact person*
  - *Year business was established*
  - *Number of people currently employed*
  - *Evidence of proper licensing and good standing with the State of Indiana and any applicable Federal licensing agents*

## Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

- *If vendor is a corporation, vendor shall provide evidence that it is organized pursuant to the laws of any state*
- 2. *An outline of the product and/or services currently provided*
- 3. *A description of geographic reach and market*
- 4. *A statement regarding the vendor's experience and capability in the sale of similar equipment. This must include a listing of locations and contact persons (with addresses and telephone numbers) in which the vendor has sold similar equipment from January 1, 2010 to the present.*
- 5. *A copy of any insurance policy providing coverage for the equipment, the delivery of the equipment, and/or any related work to be performed on behalf of or at the request of LLCDC. Said insurance policy should cover all risks expected to arise from the performance of the contract(s). Ideally, said insurance should include, at a minimum, a commercial general liability (CGL) policy in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.*
- 6. *Proposal must include a certified check or other evidence of financial responsibility*
- 7. *Each vendor/offeror is required to complete the Non-Collusion Affidavit attached hereto.*
- 8. *Each vendor/offeror is required to complete the EEO/ADA Statement attached hereto.*

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## 6 Budget & Estimated Pricing

All vendors must fill out the following cost breakdown for the implementation of their solution for the equipment purchase of The LLCD as described in this RFP. Costs should be identified as either capital or non-capital in nature. The vendor must agree to keep these prices valid for 60 days following June 17, 2015. LLCD reserves the right to negotiate with and/or award contracts to one or more different vendors who submit proposals—for example, to purchase (at LLCD’s discretion) different items of equipment from different vendors.

### 6.1 Estimated Costs

For all available deployment models, provide a cost summary as displayed below.

	Cost	Capital/Non- Capital
Design		
(Additional Category)		
(Additional Category)		
Barge Construction		
(Additional Category)		
(Additional Category)		
Delivery/Mobilization		
(Additional Category)		
(Additional Category)		
Excavator		
(Additional Category)		
(Additional Category)		
Propulsion System		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
(Additional Category)		
Total:		

## **7 Additional Terms & Conditions**

### **7.1 Non-Disclosure Agreement**

The LLCD reserves the right to require any Respondent to enter into a non-disclosure agreement.

### **7.2 Costs**

The RFP does not obligate The LLCD to pay for any costs, of any kind whatsoever that may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of The LLCD subject to claims of confidentiality in respect of the Response and supporting documentation.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## **7.3 Intellectual Property**

The Respondent should not use any intellectual property of The LLCD including, but not limited to, all logos, registered trademarks, or trade names of The LLCD at any time without the prior written approval of The LLCD as appropriate.

## **7.4 Respondent's Responses**

All accepted Responses shall become the property of The LLCD and will not be returned.

## **7.5 Governing Law**

This RFP and the Respondent's Response shall be governed by the laws of the State of Indiana.

## **7.6 No Liability**

The LLCD shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

## **7.7 Entire RFP**

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## 8 Vendor Certification

This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to 51915 issued by The LLCD. The undersigned is a duly authorized officer, hereby certifies that:

\_\_\_\_\_  
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 60 calendar days as of June 17, 2015.

The undersigned further certify that their firm (check one):

- D IS
- D IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify The LLCD of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name:	_____	Title:	_____
Signature:	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____	Date:	_____

**Signature of Authorized Officer:**

Name:	_____	Title:	_____
Signature:	_____	Date:	_____

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

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## **Schedule “A” Notice of Intention**

[51915]

### **NOTICE OF INTENTION REQUEST FOR PROPOSAL**

From:

[VENDOR ORGANIZATION NAME]

[AUTHORIZED REPRESENTATIVE]

[TELEPHONE NO.]

[FAX NO.]

[E-MAIL]

Please state your intention with regard to the Request for Proposal [RFP ID] by selecting one of the following:

☐ Intends to respond to The LLCD Request for Proposal

☐ Does not intend to respond to The LLCD Request for Proposal

TO:

Lake Lemon Conservancy District  
Attn: Adam Casey, LLCD District  
Manager  
7599 North Tunnel Rd.  
Unionville, Indiana 47468



## Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## **Schedule “B” Non-Collusion Affidavit**

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He / She further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Name of Organization)

By \_\_\_\_\_

(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that

he is \_\_\_\_\_ of the above \_\_\_\_\_  
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public

My Commission Expires:\_\_\_\_\_

County of Residence: \_\_\_\_\_

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## Schedule “C” Equal Employment Opportunity/ADA Statement

During the course of its dealings with LLCD and/or the performance of the contract, the offeror/vendor agrees as follows:

1. The offeror/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The offeror/vendor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability. Such action shall include but not be limit to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for the training, including apprenticeship. The offeror/vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of the nondiscrimination clause.
2. The offeror/vendor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American’s with Disabilities Act and the rules and regulations promulgated thereunder.
3. The offeror/vendor will, in all solicitations or advertisements for employees placed by or on behalf of the offeror/vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The offeror/vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union workers’ representative of the offeror/vendor’s commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the offeror/vendor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the offeror/vendor may be declared ineligible for further offerors.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME TITLE

\_\_\_\_\_  
COMPANY NAME DATE

## **Addenda A**

Final Award notification will be made at the July 18<sup>th</sup>, LLCDD Board Meeting. The meeting is scheduled to take place at 10:00 AM, at the Riddle Point Park shelter house located at 7599 North Tunnel Road, Unionville, Indiana 47468.

**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

State Form 52414 (R2/2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

**PART I***(To be completed for all bids. Please type or print)*Date (month, day, year): 6/11/15

1. Governmental Unit (Owner): Lake Lemon Conservancy District

2. Coun = \_\_\_\_\_

3. Bidder (Firm): J.S. McCullough Excavating, LLCAddress: 7070 E CR 600 NCity/State/ZIPcode: Bainbridge, IN 461054. Telephone Number: 765 -386 -631

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Lake Lemon Conservancy District

(Governmental Unit) in accordance with plans and specifications prepared by J. Shannon McCullough

\_\_\_\_\_ and dated 7/15/15 for the sum of

Two hundred sixty seven thousand and eight hundred fifty dollars ~~\$267,850.00~~ The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS***(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this 18th day of July, 2015, subject to the following conditions: Accept proposal without purchase or rental agreement of excavator.  
Excavator must be provided for test period detailed in the Equipment Purchase Agreement.

Contracting Authority Members:

Pam Dugan, Chair  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Lake Lemon Conservancy District

Bidder (Firm) J.S. McCullough Excavating

Date (month, day, year): 6/11/15

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
178,000.00	Dredging	12/1/14	Cordry-Sweetwater Conservancy District
267,000.00	Dredging	11/1/14	Je-To Lake Conservancy

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
362,000.00	Dredging	2018	Lake Edgewood
320,000.00	Dredging	2023	Heritage Lake POA

3. Have you ever failed to complete any work awarded to you?   N  O   If so, where and why?

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4. List references from private firms for which you have performed work.

Heritage Lake POA (765-386-7447 xt. 100) Blake Price

Lake Edgewood (317-796-3812) Ron Hendrix

Rocky Fork Lake (217-202-2811) Mike Hocke

Clear Creek Conservancy (765-721-0430) Doug Clodfelter

City of Greencastle (765-653-6710) Garth Hughes- city engineer

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We have a barge design for a 20'x40'x5'. A 18,000# machine with 20' reach would be placed on this.

An approximate 30 yard tub would be attached.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

City Wide Paving, Indianapolis, IN-Paved & patched roadway

Wabash Valley Asphalt, Terre Haute, IN- paved 1200' road

M&D Excavating, Danville, IN -water main installation

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

J&J Boat Works, Madison, IN

Brandeis Machinery, Indianapolis, IN

McCullough Transport, Bainbridge, IN

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Semi/Lowboy

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this 11 day of June, 2015

J.S. McCullough Excavating, LLC

(Name of Organization)

By J. Shannon McCullough

J Shannon McCullough, President

(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF Indiana )  
 ) ss  
COUNTY OF Putnam )

Before me, a Notary Public, personally appeared the above-named J. Shannon McCullough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 11 day of June, 2015.

Leigh A. Jones  
Notary Public

My Commission Expires: May 21, 2023

County of Residence: Putnam





BID OF

J. S. McCullough Excavating, LLC

(Contractor)

7070 E CR 600 N

(Address)

Bainbridge, IN 46105

FOR

PUBLIC WORKS PROJECTS

OF

Lake Lemon Conservancy District

\_\_\_\_\_  
\_\_\_\_\_

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## 6 Budget & Estimated Pricing

All vendors must fill out the following cost breakdown for the implementation of their solution for the equipment purchase of The LLCD as described in this RFP. Costs should be identified as either capital or non-capital in nature. The vendor must agree to keep these prices valid for 60 days following June 17, 2015. LLCD reserves the right to negotiate with and/or award contracts to one or more different vendors who submit proposals-for example, to purchase (at LLCD's discretion) different items of equipment from different vendors.

### 6.1 Estimated Costs

For all available deployment models, provide a cost summary as displayed below.

	Cost	Capital/Non- Capital
Design		
Barge Construction	\$140,500.00	
Delivery/Mobilization/Setup	\$10,500.00	
Excavator	\$80,000.00	
Subtotal	\$231,000.00	
15%	\$36,850.00	
Total:	\$267,850.00	

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## **8 Vendor Certification**

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to 51915 issued by The LLCD. The undersigned is a duly authorized officer, hereby certifies that:

J.S. McCullough Excavating, LLC  
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 60 calendar days as of June 17, 2015.

The undersigned further certify that their firm (check one):

☐ IS  
☒ IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify The LLCD of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: <u>J. Shannon McCullough</u>	Title: <u>President</u>
Signature: <u>[Signature]</u>	Date: <u>6/10/15</u>
Name: _____	Title: _____
Signature: _____	Date: _____

### **Signature of Authorized Officer:**

Name: <u>J. Shannon McCullough</u>	Title: <u>President</u>
Signature: <u>[Signature]</u>	Date: <u>6/10/15</u>

Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

**Schedule "A" Notice of Intention**

[51915]

**NOTICE OF INTENTION  
REQUEST FOR PROPOSAL**

From:

[VENDOR ORGANIZATION NAME] JS McCullough Excavating

[AUTHORIZED REPRESENTATIVE] Shannon McCullough

[TELEPHONE NO.] 765-721-2426

[FAX NO.] 765-386-2885

[E-MAIL] smexcavating@gmail.com

Please state your intention with regard to the Request for Proposal [RFP ID] by selecting one of the following:

☒ Intends to respond to The LLCD Request for Proposal

☐ Does not intend to respond to The LLCD Request for Proposal

TO:

Lake Lemon Conservancy District  
Attn: Adam Casey, LLCD District  
Manager  
7599 North Tunnel Rd.  
Unionville, Indiana 47468

# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## Schedule "B" Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He / She further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at 12 pm this 11<sup>th</sup> day of June, 2015

J.S. McCullough Excavating, LLC  
(Name of Organization)

By [Signature]  
President  
(Title of Person Signing)

### ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Putnam ) SS:

J. Shannon McCullough being duly sworn, deposes and says that  
he is President of the above J.S. McCullough Excavating, LLC  
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn before me this 11<sup>th</sup> day of June, 2015

Leigh A. Jones  
Notary Public

My Commission Expires: May 21, 2023

County of Residence: Putnam

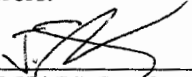


# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## Schedule "C" Equal Employment Opportunity/ADA Statement

During the course of its dealings with LLCD and/or the performance of the contract, the offeror/vendor agrees as follows:

1. The offeror/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The offeror/vendor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability. Such action shall include but not be limit to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for the training, including apprenticeship. The offeror/vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of the nondiscrimination clause.
2. The offeror/vendor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.
3. The offeror/vendor will, in all solicitations or advertisements for employees placed by or on behalf of the offeror/vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The offeror/vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union workers' representative of the offeror/vendor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the offeror/vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the offeror/vendor may be declared ineligible for further offerors.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

<u>J. Shannon McCullough</u> PRINTED NAME	<u>President</u> TITLE
<u>J.S. McCullough Excavating, LLC</u> COMPANY NAME	<u>6-11-15</u> DATE

**MCCULLOUGH**  
**EXCAVATING &**  
**SILT REMOVAL**

7070 E CR 600 N  
Bainbridge, IN 46105  
765-386-6514  
765-386-2885  
[smexcavating@gmail.com](mailto:smexcavating@gmail.com)

Contact: Shannon McCullough 765-721-2426  
Established: 2004  
Employees: 13

We currently provide various excavation services as well as dredging and silt removal in the West Central Indiana geographic area.

We currently own 3 barges with machines mounted on them, 2 of which are at Heritage Lake, located in Coatesville, Indiana.

**MCCULLOUGH**  
EXCAVATING &  
SILT REMOVAL

# ESTIMATE

Date	Estimate #
6/14/2015	836

7070 E CR 600 N  
Bainbridge, IN 46105  
Phone (765)386-6514  
Fax (765)386-2885  
smexcavating@gmail.com

Lake Lemon Conservancy District  
Attn: Adam Casey, LLCD District  
Manager  
7599 North Tunnel Rd  
Unionville, IN 47468

P.O. No.

Description	Qty	Rate	Total
20'x 40' x 5' barge per spec sheet attached w/ 24' long spuds (which is longer than originally quoted) 2 - 7,000# winches installed including fabrication for mounting. (This is for top of the line winches from Industrial Hydraulics.) Budget for a 20,000 # excavator w/ 2 buckets, coupler, vegetable oil (I have a PC 88 located with 975 hrs for \$82,000)		126,900.00	126,900.00
		13,600.00	13,600.00
		80,000.00	80,000.00
Transport barge, excavator, set up machine on barge, tie down assembly		10,500.00	10,500.00
Commission 15% plus interest for 60 day build time (this is based on invoices from vendors which have been quoted, other bids or options maybe found beneficial which could drop the cost considerably)		36,850.00	36,850.00
This option includes complete set up with an excavator that has approx 1,000hrs, a 20' reach, and a hydraulic quick coupler. If this operation is not successful. I will own it. Warranty would be 1 yr on the barge/ motors and be limited for the excavator purchased. Hoses, cables, and normal maintenance would not be included.			
We would recommend renting the excavator for this set up. Brandeis machinery will rent a PC 88 for \$3,800 per month. This would allow up to 170hrs per month or every 4 weeks. They do the maintenance. Commission for set up/ delivery of a rental would be \$8,000.		0.00	0.00
Estimates are valid for 30 days. Private utilities unmarked are owners responsibility.			
Thank you for letting McCullough Excavating have an opportunity to bid your work.			
<b>Subtotal</b>			\$267,850.00
Phone #		<b>Sales Tax (0.0%)</b>	
765 386-6514	Signature	<b>Total</b>	
		\$267,850.00	



# J&J BOATWORKS, INC.

7099 N. Scotts Ridge Rd. Madison, IN. 47250

Date:6/9/15

Office: 812-839-3273 Cell: 812-599-8774

CUSTOMER NAME:

JS McCullough Excavating, LLC

7070 E. CR 600 N. Bainbridge, IN. 46105

## BID QUOTATION

ATTN: Shannon McCullough  
[smexcavating@gmail.com](mailto:smexcavating@gmail.com)

2	40'x10'x5' Raked outboard sections	\$ 24,900.00	\$ 49,800.00
2	Upgrade 1/4" rakes to 1/2" thick	\$ 650.00	\$ 1,300.00
2	Outboard Motor Brackets installed	\$ 350.00	\$ 700.00
2	Outboard Motor Guards installed	\$ 950.00	\$ 1,900.00
2	Hopper walls made of 1/2" thick plate	\$ 3,950.00	\$ 7,900.00
16'Wide, 23'Long, back and 8' on the sides is 4'Tall We will cut the sides and front down to 24+			
2	Doubler plates on hopper floor 1/4" thick	\$ 2,450.00	\$ 4,900.00
1	4'x4'x7.5' 3/16" steel Pilot House	\$ 5,800.00	\$ 5,800.00
Marine Windows and Steel Door on the Port Side			
4	12" Square spud wells installed 6" above deck	\$ 1,350.00	\$ 5,400.00
2	10" Square spuds 16' long point, cross bar	\$ 1,200.00	\$ 2,400.00
1	Twin Yamaha 150hp. Turnkey	\$ 38,750.00	\$ 38,750.00
Yamahases comes with full factory warranty			
2	Porta Jacks installed price from Luke	\$ 6,050.00	\$ 6,050.00
SOLD F.O.B. Canaan, IN.47224		TOTAL	\$ 124,900.00

Thanks for considering J&J BoatWorks, Inc., and our CUSTOM barges. I hope everything is listed as you need it. This quote is based on current steel prices.

This price may change depending on when you make the purchase. I look forward to working with you on this project. If you have any questions, or would like to add, or change anything please give me a call, or send me an email.

Again, Thanks for considering J&J BoatWorks, Inc.

Joe Breeck

J&J BoatWorks, Inc.

## J S McCullough Excavating, LLC

## Balance Sheet

As of June 12, 2015

	Jun 12, 15
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
First National Bank NA	40,662.12
Total Checking/Savings	40,662.12
Accounts Receivable	
Accounts Receivable	551,978.04
Total Accounts Receivable	551,978.04
Other Current Assets	
loan to mccullough realty	25,471.17
Loans to McCullough Transport	9,954.00
Total Other Current Assets	35,425.17
Total Current Assets	628,065.33
<b>Fixed Assets</b>	
Vehicles	519,315.29
Land	182,830.08
Building and Improvements	287,967.00
Accumulated Depreciation	-579,537.11
Construction Equipment	1,629,576.34
Furniture and Equipment	4,604.38
Total Fixed Assets	2,044,755.98
<b>Other Assets</b>	
Land held for Investment	211,375.50
Total Other Assets	211,375.50
<b>TOTAL ASSETS</b>	<b>2,884,196.81</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	41,975.06
Total Accounts Payable	41,975.06
Credit Cards	
Capital One	8,829.25
Menards CC- HSBC	-4,760.43
Total Credit Cards	4,068.82
Other Current Liabilities	
First National Bank loc 416446	176,109.26
Sales Tax Payable	3,601.29
Current Maturities	8,527.00
Total Other Current Liabilities	188,237.55
Total Current Liabilities	234,281.43
<b>Long Term Liabilities</b>	
First National Bank 800912	285,686.96
First National Bank 8004048	132,262.10
Less Current Maturities	-8,527.00
Total Long Term Liabilities	409,422.06
Total Liabilities	643,703.49

10:54 AM

**J S McCullough Excavating, LLC**

06/12/15

**Balance Sheet**

Accrual Basis

As of June 12, 2015

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	Jun 12, 15
Equity	
HSA Contributions	-2,800.00
Member Taxes	-22,365.00
Members Draw	-22,479.29
Members Equity	1,791,503.88
Net Income	496,633.73
Total Equity	2,240,493.32
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,884,196.81</b>



JSMCC-9

OP ID: NM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HBG INS & BONDS-GREENCASTLE PO BOX 156 GREENCASTLE, IN 46135-0156 JOHN R PARMLEY	CONTACT NAME: <b>NOELLE MCCARTY</b>	
	PHONE (A/C, No, Ext): <b>317-839-6568</b>	FAX (A/C, No): <b>317-839-2270</b>
E-MAIL ADDRESS: <b>nmccarty@hbgins.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>CINCINNATI INSURANCE COMPANY</b>		<b>10677</b>
INSURER B : <b>Cincinnati Casualty Co. (CIN)</b>		<b>28665</b>
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED	<b>J S MCCULLOUGH EXCAVATING LLC</b> <b>7070 E CO RD 600 N</b> <b>BAINBRIDGE, IN 46105</b>
---------	--------------------------------------------------------------------------------------------------

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>PER PROJECT AGGR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPP 0112113	04/15/2015	04/15/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA 0112113	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		EPP 0112113	04/15/2015	04/15/2016	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC 0240658	04/15/2015	04/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

LAKELEM  LAKE LEMON CONSERVANCY DISTRICT 7599 NORTH TUNNEL ROAD UNIONVILLE, IN 47469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# *First National Bank*

*"A Community Bank Serving You Better"*

6/15/15

Lake Lemon Conservancy District

Re: JS McCullough Excavating/Shannon McCullough

**Main Office**  
302 S. Main St.  
P.O. Box 248  
Cloverdale, IN 46120  
Phone (765) 795-4221

**Cloverdale I-70 Office**  
I-70 & Stardust Hills Rd.  
P.O. Box 248  
Cloverdale, IN 46120  
Phone (765) 795-4226

**Franklin Office**  
1701 E. King St.  
P.O. Box 389  
Franklin, IN 46131  
Phone (317) 738-3700

**Greencastle Office**  
1128 Indianapolis Rd.  
P.O. Box 826  
Greencastle, IN 46135  
Phone (765) 653-1588

**Coatesville Office**  
4922 South St. Rd. 75  
P.O. Box 289  
Coatesville, IN 46121  
Phone (765) 386-7300

**Belleville Office**  
1627 E. US Hwy 40  
P.O. Box 363  
Clayton, IN 46118  
Phone (317) 539-7600

**Plainfield Office**  
101 W. Main St.  
Plainfield, IN 46168  
Phone (317) 837-7270

To Whom It May Concern:

JS McCullough Excavating is a valued customer of First National Bank. They maintain an operating line of credit of \$250,000.00 with our institution to be used for working capital and have so for 8 years. All deposit and loan accounts have been managed and paid as agreed during this time frame as well. Please call with any questions or concerns.

Sincerely,

D. Drew Brattain VP  
First National Bank



# *Lake Lemon Conservancy District*

## **RESOLUTION 07-15-05 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 desires to purchase additional dredging equipment ("Equipment") and is issuing bids 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 One Hundred Thousand Fifty and 00/100 Dollars (\$150,000.00), which financing shall be secured by a UCC filing on the Equipment and other dredging equipment already owned by LLCD, 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 LLCD under the all of the circumstances;

WHEREAS, the LLCD 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 LLCD; 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 One Hundred Thousand Fifty 00/100 Dollars (\$150,000.00). Pam Dugan, Lance Eberle, 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, Lance Eberle, 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.


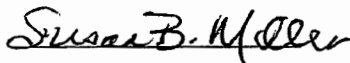
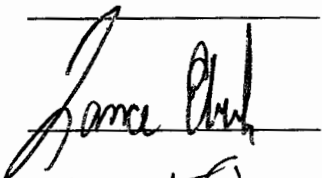

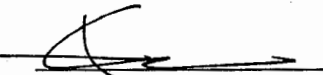
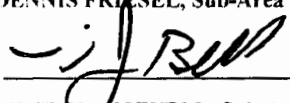

IT IS FURTHER RESOLVED that all transactions, if any, in respect to the above-described actions and/or accompanying documents by or on behalf of the District prior to the adoption of this Resolution be, and the same hereby are, in all things ratified, approved, and confirmed.

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 18<sup>th</sup> day of July, 2015.

LAKE LEMON CONSERVANCY DISTRICT

ADOPTED BY THE FOLLOWING VOTE: this 18<sup>th</sup> Day of July 2015.

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
 PAM DUGAN, CHAIRMAN	_____	_____
 SUE MILLER, VICE-CHAIR	_____	_____
_____ LANCE EBERLE, TREASURER	 _____	_____
_____ MARTY MANN, Sub-Area III	 _____	_____
 JOHN SCHELL, Sub-Area IV	_____	_____
_____ DENNIS FRIESEL, Sub-Area V	_____	_____
 MIKE BLACKWELL, Sub-Area VII	_____	_____
ATTEST:  _____ LLCD Board Recorder		

# Exhibit "A"



## The Peoples State Bank

P.O. BOX 128, ELLETTSVILLE, INDIANA 47429  
(812) 876-2228

July 17, 2015

Lake Lemon Conservancy District  
7599 North Tunnel Road  
Unionville, IN 47468  
ATTN: Adam Casey, District Manager

Dear Mr. Casey:

The Peoples State Bank herein referred to as "Lender" is pleased to submit the following proposal for the following credit facility for the purchase of new dredging equipment. "THIS FINANCING IS SUBJECT TO FINAL CREDIT APPROVAL BY THE PEOPLES STATE BANK IN ITS SOLE DISCRETION AND/OR THEIR PARTICIPANT LENDERS AND/OR THEIR SUCCESSORS AND ASSIGNS AND CONDITIONS MAY VARY DURING SUCH REVIEW". The following terms and conditions generally outline the proposed transaction.

BORROWER:	Lake Lemon Conservancy District
GUARANTORS:	N/A
AMOUNT:	One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)
FEES:	Borrower shall pay an underwriting fee to The Peoples State Bank in the amount of \$250.00; UCC recording fees to the State of Indiana (\$9.50 per UCC recording) and any vehicle title recording fees.
TERM:	Nine (9) months ("Draw Note") - Interest only Two (2) years ("Installment Loan") - Fixed quarterly payments of \$8,250, with final balloon payment due at loan maturity.  <i>The Lender agrees that it will approve the loan as a Two (2) year balloon with the option for another Two (2) year balloon, and a final One (1) year renewal with payments to remain quarterly at \$8,250 until the loan is paid in full.</i>
RATE:	The interest rate shall be a FIXED rate of Three and Three Quarter Percent (3.75%) during the life of the loan.
PAYMENT SCHEDULE:	Draw Note - Interest only payments due quarterly. Installment Loan - Seven (7) fixed payments of \$8,250 due quarterly. One final payment due at maturity for the remaining principal and interest balance, or the option for the remaining principal to be refinanced for another two year term.



COLLATERAL/ SECURITY:	Borrower shall give Lender a security interest in all existing equipment and all of the future equipment to be purchased with the line of credit and listed under the Equipment Purchase Agreement provided to the Lender by Borrower. A UCC filing will be required on all equipment of Borrower's and/or the Lender shall be added as lien holder on any titled equipment.
INSURANCE:	Borrower, at its own expense shall provide to Lender evidence of all risk, physical damage, policy of insurance in an amount not less than the fair market value of all assets and equipment to be underwritten by an insurer acceptable to Lender. Such insurance policy shall contain a lenders loss payable clause-naming Lender and its successors or assigns as loss payee and shall provide for at least ten (10) days prior written notice to Lender before cancellation of any such policy by the insurer. Such insurance coverage shall remain in force until Borrower's indebtedness to Lender is extinguished.
EXPENSES:	Borrower shall be responsible for paying all reasonable transaction costs which may include but are not limited to: legal fees of Lender, appraisal(s), inspection fees, necessary title work, filing and recording fees, and other related expenses incurred by Lender. The bank expects expenses related to this transaction to include UCC Filing fees (\$9.50 per filing) and possible vehicle title recording fees. If the loan does not close, payment of any transaction costs will still be the responsibility of the Borrower.
REPRESENTATION S & FINANCIAL INFORMATION:	<p>Borrower represents and warrants, to the best of their knowledge and belief, that <i>the financial statements already provided and to be provided to Lender</i> with regard to the proposed loan are true, complete and accurate on the date received and there have been no material changes since such statement. If not already tendered to Lender, Borrower agrees to provide their current financial information. This loan is conditioned upon Lender's positive assessment of the Borrower's financial condition as determined in Lenders sole and absolute discretion.</p> <p>So long as there is any indebtedness from Borrower to Lender, <b>Borrower</b> agrees to provide, at a minimum on a annual basis, financial statements that shall include: balance sheets, profit and loss statements, budgets, and tax returns (if applicable) on any and all businesses he / they / it, are involved. Borrower agrees to assist Lender in all matters of interpreting said statements and returns. <i>In certain circumstances and as reasonably requested, Borrower agrees to provide up to date financial information on the Borrower at Lenders sole discretion.</i></p>
PRE-PAYMENT PROVISIONS:	The loan is not subject to any type of prepayment penalty.
FIRST RIGHT:	Lender shall be given the first right of refusal on any contemplated refinance.
REQUIREMENTS AND FURTHER CONDITIONS:	<p>All documentation required to evidence and secure the proposed Loan shall be supplied by, or be in a form acceptable to Lender.</p> <p>In the event Borrower fails to pay the quarterly payment/installment on or before 10 days after the due date of each quarter due, Borrower shall pay Lender hereof, a late charge of 5% of such quarterly installment, in addition thereto.</p> <p>Borrower agrees to indemnify Lender, and its successors and assigns, and their directors, officers and employees, against all losses, claims, costs, damages, liabilities and expenses, including, without limitation, all expenses of litigation or preparation thereof (a "Loss"), which they may pay or incur in connection with or arising out of lender making the Loans to Borrower. The indemnity set forth herein shall be in addition to any other obligations of Borrower to Lender hereunder or at common law or otherwise, and shall survive any termination of this letter and payment of this loan.</p>

	<p>Notwithstanding anything to the contrary herein contained or implied, Lender, by this agreement, or by any action pursuant hereto, shall not be deemed to be a partner of, or a joint venture with, Borrower, and Borrower hereby indemnifies and agrees to defend and hold Lender harmless, including the payment of reasonable attorney's fees, from any loss resulting from any judicial construction of the parties relationship as such.</p> <p>Lender reserves the right to refuse to make this loan if Borrower has filed for bankruptcy, is terminated from employment, or has knowledge of any potential litigation against it or them of any kind or character except only as to those matters previously disclosed to Lender, or if it's or their financial statements show a significant deterioration in net worth at the time of closing.</p> <p>Borrower shall cause, as of the date of closing, all liens, rights, interests of both unsecured and secured parties as they relate to this Loan to be subordinated to this Loan solely with respect to all assets and equipment and except as otherwise set forth herein. All matters of law shall be interpreted under Indiana law. By accepting this proposal, the Borrower acknowledges that this letter contains the entire proposal (superseding all previous agreements and representations, either written or oral) and that there are no promises, agreements or understandings except as set forth herein.</p> <p>Borrower agrees to maintain primary deposit account(s) with The Peoples State Bank.</p>
EXPIRATION & CLOSING:	<p>Borrower shall have until <b>July 31, 2015</b> to accept this proposal. Upon the acceptance of the proposal, the Borrower shall execute the proposal, which shall at that point constitute a commitment to fund subject to a favorable final credit investigation including all elements of this proposal. The committed proposal shall remain in effect until <b>August 31, 2015 unless the parties hereto mutually agree, in writing, to extend said timeframe.</b> If the loan is not closed prior to the expiration date set forth above, this commitment shall become null and void. If the foregoing terms and conditions are acceptable to the Borrower, the Borrower should initial all pages hereto and execute the same as set forth below. In order to be effective, Borrower shall tender the executed original of this proposed commitment.</p>

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: \_\_\_\_\_  
 Johnny Lindsey  
 Executive Vice President

**BORROWER ACKNOWLEDGEMENT**

**AGREED TO AND ACCEPTED BY:**

"Borrower"

Lake Lemon Conservancy District

By: \_\_\_\_\_  
Adam Casey, District Manager