



# *Lake Lemon Conservancy District*

## **LAKE LEMON CONSERVANCY DISTRICT**

Board of Directors Meeting  
Riddle Point Park Shelter House

August 22, 2015

10:00 a.m.

### **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval of July 18, 2015 Board Meeting Minutes (PD)
- III. Treasurer's Report (LE)
  - A. July Budget Highlights
  - B. July Report of Claims: Approval of Vouchers
- IV. Boys & Girls Club: Season Recap (PD)
  - A. Audrey Hall, Camp Rock Director
- V. Manager's Report (AC)
  - A. Small Barge Build: Update
  - B. Resolution 08-15-06: Savings Account Fund for Barge Build
  - C. Barge Operations: Update
  - D. Vegetation Control: Update (JVT)
- VI. Final Discussion: 2016 Proposed LLCDC Budget (LE)

Please note: Changes to the 2016 Budget cannot be made after the conclusion of the August 22<sup>nd</sup> Board Meeting.
- VII. Bobs Cove: Recognition Plaque (LE)
- VIII. Sub Area V Director: Appointment (PD)
  - A. Oath of Office
- IX. Public Comment (PD)
- X. New Business / Correspondence for Future Agenda (PD)
  - A. Wednesday, September 16, 2015: Board Meeting and Public Hearing on 2016 Proposed Budget; 6:00 PM at the Benton Township Senior Citizens Building.
- XI. Adjournment (PD)

# Lake Lemon Conservancy District



## MONTHLY MEETING Benton Township Senior Citizens Building 6:00 PM

Date: August 22<sup>nd</sup>, 2015

Name	Lake Address	District
Barb Ritter	7750 Wildwood Dr.	II
Gene McClerny	8002 Lakeview Dr.	VI
RANDY PRADEN	7667 John Young R	
Bob & Mary Jones	4032 Salmon Harbor	-VII
Susan Sander	Salmon 7017 E Spillingay	II
SCOTT ADAMS	4184 WALKER LAKE	LAKE PERSON
Cy & Mar Michel	Kofone 6271 N Shore	VI
BOB MADDEN		VII
Mary Jane Brown	8039 N. Lakeview	III
Terry Collins	4354 WATSON RD	7
SAM SPALDING	4117 CHITWOOD LN	7
Ron Thresh	4204 Chasich Rd	"LAKE PERSON"
Dore & Ann Harsh	4092 Chitwood Ln	7
Bill & Karen Ruch	93 Derratt Rd	II
GARY ZEHNER	8760 E SOUTH SHORE	
Ann Wroblewski	6486 Southshore Dr	7
Vince Britt	6486 Southshore Dr	7
LAURA Fournier	4123 WATSON RD	7
Tim Roth	4123 Watson Rd	7
Arne Dearborn	4161 Chitwood	7
Cheri Wimmerauer	4385 Watson Rd.	7

Karl Miller 7898 N. LAKEVIEW DR 6



**Benton Township Senior Citizens Building**  
**6:00 PM**

**7599 North Tunnel Road, Unionville, IN 47468**  
**Phone 812/334-0233 • Fax 812/335-0038**

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes**

Riddle Point Park Shelter House

August 22, 2015

**The August 22, 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, 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 July 18, 2015 Board Meeting Minutes (Dugan)**

**DUGAN MOTIONED TO APPROVE THE JULY 18, 2015 MEETING MINUTES.**

**EBERELE SECONDED THE MOTION. FIVE “AYE’S. MANN ABSENT. THE MOTION CARRIED.**

**III. Treasurer’s Report (Eberle)**

- a. July Budget Highlight (see attached)
- b. July Report of Claims: Approval of Vouchers

**SCHELL MOTIONED TO APPROVE THE ALLOWANCE OF VOUCHERS FOR JULY 2015. DUGAN SECONDED THE MOTION. FIVE “AYE’S”. MANN ABSENT. THE MOTION CARRIED.**

**IV. Boys & Girls Club: Season Recap (Dugan)**

- a. Audrey Hall, Camp ROCK Director
- b. Hall thanked the LLCD for their continued support. Camp ROCK served 213 campers in 2015, the most ever for camp ROCK.
- c. The new building has been completed and houses activities for the Boys & Girls Club along with the Riddle Point Rowing Association.
- d. The ROMP is a mud run obstacle course and 5k that is to occur on October 31, 2015. This fundraiser has a great turn out and is fun for the students, kids, and families a like.

**V. Manager’s Report (Casey)**

- a. Small Barge Build: Update

- i. At the July 18<sup>th</sup> Board Meeting, the Board signed into contract with JS McCullough. Both parties signed the contract, however after review McCullough had concerns with the contract, most notably section 7. Casey tried to ease his concerns as this statute is state law and the LLC is required to have this in the agreement. After trying to ease his concerns he still asked to be released from the contract. At this time no action has been taken, Casey stated we could either release him from the contract, or force legal action.
  - ii. Mann commented three board members voted to delay this a month. The contract was not ready for Board approval, and it was rushed through. The longest standing board member resigned due to this vote.
  - iii. Bob Madden, Renter VII, stated vendors historically had reviewed the contract prior to Board approval.
  - iv. Vince Britt, Freeholder VII, asked about putting the money into an escrow account to appease McCullough's concerns.
    - 1. Eberle replied a resolution was prepared to put funds into an account specific for the contract, however McCullough was not satisfied.
  - v. Miller commented he may have backed out due to cold feet. Miller also stated she is not willing to take him to court over this. Miller believes we should start over and have one spokesperson for the barge design/build.
  - vi. Vince Britt, Freeholder VII, asked if money is going to be in the budget next year for a barge?
    - 1. Eberle commented this will be discussed later in the meeting.
  - vii. Jane Dearborn, Freeholder VII, asked why McCullough wanted out. Was the LLC not working with him?
    - 1. Dugan commented the LLC has been working and talking with him.
- b. Barge Operations: Update

- i. Currently the LLCD is dredging near John Young Road.

Approximately 4,000 Y3 have been removed and the channel should be finished up next week. It has been a slow year due to weather and excessive debris. After the John Young Rd. area is completed, the barge will move to service zone 114 by Spillway Rd.

- c. Vegetation Control: Update (Van Tassel)

- i. The LLCD has had two treatments this year. Another treatment is scheduled for next week, this will include the emergent Lotus (white flower).

#### **VI. Final Discussion: 2016 Proposed LLCD Budget (Eberle)**

- a. Eberle reviewed the budget detailing a few minor changes.
- b. Barbara Ritter, Freeholder II, asked about the budget for the disposal site and its current capacity.
  - i. Casey explained there is funding for disposal site prep and contractors have been removing dirt which is also benefiting.
- c. Ron Thrasher, Freeholder VII, asked how much is being budgeted for the barge next year?
- d. After discussion the Board decided to add \$70,000.00 into capital for a barge, \$40,000.00 into capital for barge motors, and \$90,000.00 for an excavator/buckets. 2016 loan proceeds increased to \$200,000.00 in anticipation of building a barge in 2016.

**DUGAN MOTIONED TO APPROVE THE 2016 PROPOSED BUDGET WITH ACCOUNT 4140 INCREASED TO \$200,000.00; ACCOUNT 6701 INCREASED TO \$70,000.00; AND ACCOUNT 6702 INCREASED TO \$40,000.00. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

#### **VII. Bob’s Cove: Recognition Plaque (Eberle)**

- a. Eberle described a monument to be placed in the park by Bob’s Cove.

**EBERLE MOTIONED TO APPROVE THE PLACEMENT OF A MONUMENT DESIGNATING BOB’S COVE IN RIDDLE POINT PARK. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

#### **VIII. Sub Area V Director: Appointment (Dugan)**

- a. Two candidates expressed interest in the Sub Area V Directorship, Les Wadzinski and Andrew Hoffman. However due to work obligations conflicting with Board Meeting times, Les removed himself from the running. Dugan thanked him for his interest and is appreciative of his efforts and support on the DSG and Survey Poll Committees.
- b. Andrew Hoffman ran unopposed

**EBERLE MOTIONED TO APPOINT ANDREW HOFFMAN AS THE SUB AREA V DIRECTOR UNTIL THE ANNUAL MEETING IN FEBRUARY 2016. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- c. Oath of Office
  - i. Dugan administered the Oath of Office.
  - ii. Hoffman is now the Sub Area V Director.

**IX. Public Comment**

- a. Ron Thrasher, Freeholder VII, asked what the plan for the small barge is from here?
  - i. Casey stated we need to release McCullough from his contract and come up with a plan. There needs to be time to review the process and come back to the Board with a plan of action.
- b. Gene McClarney, Freeholder II, commended the efforts of Earl Eberle, Bud Howard, and Larry Ritter the founding Board Members whom were instrumental in the establishment and success of the LLC. McClarney expressed interest in cohesiveness and respectfulness during public meetings.
- c. Mann stated he would like to have an executive session to review allegations and the small barge purchase.
- d. Freeholder asked if you can do volunteer work on your own or should it go through the manager?
  - i. The LLC is happy to have volunteer work, but the Manager should be aware or give approval for any work.
- e. Gary Lewis, Freeholder VII, asked the Chairman to write a letter to Brown County to mow the sides of the Long Causeway, it is becoming a safety hazard.

- f. Karl Mills, Freeholder III, stated it's hard to make good decisions in short time frames. Mills would like to see a more thorough review for the next go around.

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

- a. Blackwell reminded the Board that an IDEM representative will be down to talk about the 319 Grant Program.
- b. Van Tassel mentioned that people interested in invasive species eradication around the park or in general should see him or Susan Salmon after the meeting.
- c. Wednesday, September 16, 2015: Board Meeting and Public Hearing on 2016 Proposed Budget; 6:00 PM at the Benton Township Senior Citizens Building.

**XI. Adjournment (Dugan)**

**SCHELL MOTIONED TO ADJOURN THE AUGUST 22, 2015 BOARD MEETING.**

**BLACKWELL SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED.  
MEETING ADJOURNED AT 11:30 AM.**

**RESPECTFULLY SUBMITTED BY:**

**JAMES VAN TASSEL**

**BOARD RECORDER / LAKE BIOLOGIST**

Lake Lemon Conservancy District  
 Budget Summary Report  
 22-Aug-15

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	YTD Actuals	Notes
Revenue	\$790	\$13,225	\$16,484	\$21,796	\$54,961	\$183,133	\$53,677	\$344,066	
<b>Income Breakdown</b>									
Watercraft Permits	0		\$3,787	\$14,779	\$41,420	\$22,133	\$17,733	\$99,852	
Launch Fees	0		\$1,354	\$4,770	\$6,136	\$2,952	\$2,858	\$18,070	
Marina & Club Fees	\$0	\$2,500	\$1,500	\$0	\$0	\$0	\$375	\$4,375	
Sublease & Access Fees	\$0	\$10,725	\$9,755	\$910	\$4,005	\$530	\$570	\$26,495	
Property Tax - Brown County					\$0	\$36,422	\$0	\$36,422	
Property Tax - Monroe County					\$0	\$109,393	\$0	\$109,393	
Interest	\$190	\$0	\$88	\$312	\$0	\$0	\$313	\$903	
Grants & Donations	\$0	\$0		\$15	\$40	\$915	\$5,395	\$6,365	
Fish Tournaments	\$600	\$0		\$885	\$50	\$25	\$0	\$1,560	
Park/Lake Reservations	\$0	\$0		\$125	\$250	\$500	\$1,025	\$1,900	
Park Admission Fees		\$0			\$3,060	\$8,765	\$9,085	\$20,910	
Dredging/Rip-Rap Income		\$0				\$1,499	\$16,177	\$17,676	
Other Income							\$145	\$145	
<b>Expenses &amp; Margin:</b>									
SG&A expenses	\$28,892	\$15,250	\$24,786	\$18,478	\$32,903	\$74,400	\$40,500	\$235,210	
Salaries & Benefits	\$10,068	\$12,507	\$11,464	\$15,480	\$15,286	\$23,627	\$21,385	\$109,817	Gatehouse , Dredging
Supplies	\$271	\$409	\$3,126	\$1,208	\$4,177	\$19,021	\$7,123	\$35,335	Gas/Diesel
Professional Services	\$727	\$720	\$630	\$958	\$2,595	\$3,083	\$2,263	\$10,974	
Communication/Travel	\$242	\$382	\$399	\$242	\$242	\$242	\$242	\$1,989	Indiana Lakes Meeting
Printing/Advertising	\$30	\$475	\$101	\$49	\$222	\$67	\$431	\$1,374	
Insurance	\$17,117	\$0	\$8,237	\$0	\$0	\$8,237	\$0	\$33,591	
Utility Services	\$438	\$569	\$654	\$542	\$395	\$827	\$1,295	\$4,721	Port-O-Lets
Repair & Maintenance	\$0	\$189	\$175	\$0	\$9,400	\$6,262	\$0	\$16,026	Office Repairs
Other Services	\$0	\$0	\$0	\$0	\$220	\$13,035	\$7,762	\$21,016	Marina; Fireworks
Machinery & Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Capital Outlays	\$0	\$0	\$0	\$0	\$366	\$0	\$0	\$366	
Pretax operating profit (loss)	(\$28,102)	(\$2,025)	(\$8,302)	\$3,318	\$22,058	\$108,733	\$13,177	\$108,857	
Operating margin	-3556.2%	-15.3%	-50.4%	15.2%	40.1%	59.4%	24.5%	31.6%	

# **LAKE LEMON CONSERVANCY**

**Financial Statements**

**For the Period Ending**

**January 1, 2015 thru July 31, 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 CONSERVANC as of July 31, 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  
August 6, 2015

# LAKE LEMON CONSERVANCY

## Balance Sheet

As of July 31, 2015

	<u>Jul 31, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 · Peoples State Bank	365,755.52
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	1,810.64
<b>Total Checking/Savings</b>	<u>560,671.68</u>
<b>Total Current Assets</b>	560,671.68
<b>Fixed Assets</b>	
1510 · Trucks	132,761.25
1520 · Other Asset	3,993.11
1550 · Boats	209,750.00
1680 · Other Fixed Assets	146,993.48
<b>Total Fixed Assets</b>	<u>493,497.84</u>
<b>TOTAL ASSETS</b>	<u><b>1,054,169.52</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2010 · FICA & Federal Taxes Payable	5,210.76
2020 · State & Co. Withholding Payable	828.32
<b>Total Other Current Liabilities</b>	<u>6,039.08</u>
<b>Total Current Liabilities</b>	<u>6,039.08</u>
<b>Total Liabilities</b>	6,039.08
<b>Equity</b>	
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	111,741.32
<b>Total Equity</b>	<u>1,048,130.44</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,054,169.52</b></u>

12:29 PM  
08/06/15  
Accrual Basis

# LAKE LEMON CONSERVANCY

## Profit & Loss YTD Comparison

### July 2015

	Jul 15	Jan - Jul 15
<b>Income</b>		
4000 · Watercraft Permits	17,733.00	99,852.00
4010 · Launch Fees	2,858.00	18,070.00
4020 · Marina & Club Fees	375.00	4,375.00
4030 · Sublease & Access Fees	570.00	27,255.00
4040 · Property Tax - Brown Co.	0.00	36,421.95
4050 · Property Tax -Monroe Co.	0.00	109,392.83
4060 · Interest	313.37	903.19
4070 · Grants & Donations	5,395.36	6,365.36
4080 · Fishing Tournament	0.00	675.00
4090 · Park Reservations	1,025.00	2,025.00
4100 · Park Admission Fees	9,085.00	20,910.00
4120 · Other Income	145.00	145.00
4130 · Dredging/Rip-Rap Income	16,177.17	17,675.82
<b>Total Income</b>	<b>53,676.90</b>	<b>344,066.15</b>
<b>Expense</b>		
6000 · Manager	4,000.00	31,165.16
6010 · FICA	1,445.38	7,024.32
6020 · State Unemployment Tax	170.98	371.47
6030 · Retirement	568.00	4,081.44
6040 · Health Insurance	306.51	3,634.79
6070 · Gate Attendant	3,465.01	10,988.30
6100 · Lake Patrol	1,314.00	2,886.00
6110 · Lake Biologist	2,643.50	18,810.50
6112 · Dredger (Other)	5,365.50	20,978.38
6114 · Assistant Dredger (Other)	2,106.00	6,993.00
6120 · Season & Launch Permits	0.00	1,791.88
6130 · Daily Permits	0.00	208.50
6140 · Receipt/Tickets Books	375.37	375.37
6150 · Checks	164.98	220.41
6160 · Printer, Copier & Computer Supp	0.00	424.85
6170 · Miscellaneous-Other	761.72	1,041.69
6180 · Postage	125.82	496.43
6190 · General Business Supplies	22.97	442.43
6200 · Regular Gas	830.02	1,032.99
6210 · Diesel	1,747.90	1,747.90
6240 · Building & Grounds	1,835.25	3,322.48
6250 · Boat/Weed Harvester/Truck	0.00	220.57
6251 · Dredging Supplies	479.14	7,509.56
6252 · Rip Rap/Erosion Control	0.00	15,719.99
6290 · Signs & Nautical Markers	780.00	780.00
6300 · Accounting Services	450.00	3,150.00
6310 · Grass	1,812.50	5,437.50
6320 · Attorney	0.00	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	241.69	1,691.53
6380 · Travel	0.00	140.00
6390 · Hotel	0.00	157.50
6410 · Subscriptions	0.00	205.70
6430 · Ads	16.59	349.52
6440 · Other	414.63	818.95
6450 · Insurance	0.00	33,590.00
6460 · Electric	441.95	2,880.65
6470 · Water	42.14	294.98
6480 · Trash	147.23	377.66
6490 · Port-O-Lets	664.00	968.00
6500 · Pump Holding Tank	0.00	200.00
6510 · Building & Grounds Expense	0.00	14,929.27
6520 · Boat	0.00	455.00
6542 · Equipment Rental	0.00	861.25
6560 · Water Testing	40.00	60.00
6570 · Lake Weed Treatment	0.00	11,935.50
6600 · 6% Marina Permit Sales	1,221.60	2,166.72
6680 · Other Services and Charges	0.00	500.00

12:29 PM  
08/06/15  
Accrual Basis

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

	<u>Jul 15</u>	<u>Jan - Jul 15</u>
6681 - Fireworks	6,500.00	6,500.00
6700 - Computer Equipment	0.00	0.00
<b>Total Expense</b>	<u>40,500.38</u>	<u>232,324.83</u>
<b>Net Income</b>	<u><b>13,176.52</b></u>	<u><b>111,741.32</b></u>

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

January through July 2015

	Jan - Jul 15	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Watercraft Permits	99,852.00	105,000.00	-5,148.00	95.1%
4010 · Launch Fees	18,070.00	18,000.00	70.00	100.4%
4020 · Marina & Club Fees	4,375.00	8,000.00	-3,625.00	54.7%
4030 · Sublease & Access Fees	27,255.00	26,000.00	1,255.00	104.8%
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	903.19	1,500.00	-596.81	60.2%
4070 · Grants & Donations	6,365.36	5,000.00	1,365.36	127.3%
4080 · Fishing Tournament	675.00	700.00	-25.00	96.4%
4090 · Park Reservations	2,025.00	4,000.00	-1,975.00	50.6%
4100 · Park Admission Fees	20,910.00	27,000.00	-6,090.00	77.4%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	145.00	0.00	145.00	100.0%
4130 · Dredging/Rip-Rap Income	17,675.82	10,000.00	7,675.82	176.8%
4140 · Dredging Equipment Loan Proceed	0.00	200,000.00	-200,000.00	0.0%
<b>Total Income</b>	<b>344,066.15</b>	<b>655,200.00</b>	<b>-311,133.85</b>	<b>52.5%</b>
<b>Expense</b>				
6000 · Manager	31,165.16	55,000.00	-23,834.84	56.7%
6010 · FICA	7,024.32	12,641.00	-5,616.68	55.6%
6020 · State Unemployment Tax	371.47	789.00	-417.53	47.1%
6030 · Retirement	4,081.44	7,810.00	-3,728.56	52.3%
6040 · Health Insurance	3,634.79	12,000.00	-8,365.21	30.3%
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	10,988.30	21,000.00	-10,011.70	52.3%
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	2,886.00	4,800.00	-1,914.00	60.1%
6110 · Lake Biologist	18,810.50	27,200.00	-8,389.50	69.2%
6111 · Dredger	0.00	21,900.00	-21,900.00	0.0%
6112 · Dredger (Other)	20,978.38	13,688.00	7,290.38	153.3%
6113 · Assistant Dredger	0.00	10,800.00	-10,800.00	0.0%
6114 · Assistant Dredger (Other)	6,993.00	5,400.00	1,593.00	129.5%
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	375.37	400.00	-24.63	93.8%
6150 · Checks	220.41	200.00	20.41	110.2%
6160 · Printer, Copier & Computer Supp	424.85	800.00	-375.15	53.1%
6170 · Miscellaneous-Other	1,041.69	1,300.00	-258.31	80.1%
6180 · Postage	496.43	1,000.00	-503.57	49.6%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	442.43	500.00	-57.57	88.5%
6200 · Regular Gas	1,032.99	7,000.00	-5,967.01	14.8%

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

January through July 2015

	Jan - Jul 15	Budget	\$ Over Budget	% of Budget
6210 · Diesel	1,747.90	12,000.00	-10,252.10	14.6%
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	3,322.48	8,500.00	-5,177.52	39.1%
6250 · Boat/Weed Harvester/Truck	220.57	1,500.00	-1,279.43	14.7%
6251 · Dredging Supplies	7,509.56	19,000.00	-11,490.44	39.5%
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	780.00	2,000.00	-1,220.00	39.0%
6300 · Accounting Services	3,150.00	5,400.00	-2,250.00	58.3%
6310 · Grass	5,437.50	10,875.00	-5,437.50	50.0%
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	1,691.53	2,900.00	-1,208.47	58.3%
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	349.52	300.00	49.52	116.5%
6440 · Other	818.95	1,000.00	-181.05	81.9%
6450 · Insurance	33,590.00	43,000.00	-9,410.00	78.1%
6460 · Electric	2,880.65	4,500.00	-1,619.35	64.0%
6470 · Water	294.98	600.00	-305.02	49.2%
6480 · Trash	377.66	1,500.00	-1,122.34	25.2%
6490 · Port-O-Lets	968.00	2,000.00	-1,032.00	48.4%
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	60.00	4,500.00	-4,440.00	1.3%
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	2,166.72	2,300.00	-133.28	94.2%
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%

# LAKE LEMON CONSERVANCY

## Profit & Loss Budget vs. Actual

### January through July 2015

	Jan - Jul 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	6,500.00	7,000.00	-500.00	92.9%
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%
Total Expense	233,051.32	691,753.00	-458,701.68	33.7%
Net Income	111,014.83	-36,553.00	147,567.83	-303.7%



# *Lake Lemon Conservancy District*

Date: July 31, 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 \$33,608.32

Dated this 22<sup>nd</sup> Day of August 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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LAKE LEMON CONSERVANCY  
Check Detail  
July 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3516	7/24/2015	INDIANA DEPT OF...		1000 · Peoples Sta...	-170.98	-170.98
					6020 · State Unem...	-170.98	170.98
TOTAL						-170.98	170.98
Check	3517	7/23/2015	VISA		1000 · Peoples Sta...	-944.12	-944.12
					6170 · Miscellaneous...	-761.72	761.72
					6200 · Regular Gas	-60.02	60.02
					6240 · Building & G...	-56.98	56.98
					6251 · Dredging Su...	-65.40	65.40
TOTAL						-944.12	944.12
Check	3518	7/23/2015	STAPLES CREDIT ...		1000 · Peoples Sta...	-22.97	-22.97
					6190 · General Busi...	-22.97	22.97
TOTAL						-22.97	22.97
Check	3519	7/23/2015	BLOOMINGTON H...		1000 · Peoples Sta...	-42.87	-42.87
					6240 · Building & G...	-42.87	42.87
TOTAL						-42.87	42.87
Check	3520	7/23/2015	N. ANDERSON EX...		1000 · Peoples Sta...	-1,812.50	-1,812.50
					6310 · Grass	-1,812.50	1,812.50
TOTAL						-1,812.50	1,812.50
Check	3521	7/23/2015	WHITE RIVER CO...		1000 · Peoples Sta...	-2,630.70	-2,630.70
					6200 · Regular Gas	-770.00	770.00
					6210 · Diesel	-1,747.90	1,747.90
					6251 · Dredging Su...	-112.80	112.80
TOTAL						-2,630.70	2,630.70
Check	3522	7/23/2015	HOOSIER TIMES, L...		1000 · Peoples Sta...	-16.59	-16.59
					6430 · Ads	-16.59	16.59
TOTAL						-16.59	16.59

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# LAKE LEMON CONSERVANCY

## Check Detail

July 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3523	7/23/2015	BAUGH ENTERPRI...		1000 · Peoples Sta...	-85.00	-85.00
					6140 · Receipt/Tick...	-85.00	85.00
TOTAL						-85.00	85.00
Check	3524	7/23/2015	SCI REMC		1000 · Peoples Sta...	-441.95	-441.95
					6460 · Electric	-441.95	441.95
TOTAL						-441.95	441.95
Check	3525	7/23/2015	FLEX PAC, INC.		1000 · Peoples Sta...	-345.47	-345.47
					6240 · Building & G...	-345.47	345.47
TOTAL						-345.47	345.47
Check	3526	7/23/2015	VERIZON WIRELE...		1000 · Peoples Sta...	-32.93	-32.93
					6370 · Phone, LDT,...	-32.93	32.93
TOTAL						-32.93	32.93
Check	3527	7/23/2015	BAUGH ENTERPRI...		1000 · Peoples Sta...	-125.82	-540.45
					6180 · Postage	-414.63	125.82
					6440 · Other	-540.45	414.63
TOTAL						-540.45	540.45
Check	3528	7/23/2015	FLEX PAC, INC.		1000 · Peoples Sta...	-114.33	-114.33
					6240 · Building & G...	-114.33	114.33
TOTAL						-114.33	114.33
Check	3529	7/23/2015	WATKINS ACCOU...		1000 · Peoples Sta...	-450.00	-450.00
					6300 · Accounting ...	-450.00	450.00
TOTAL						-450.00	450.00
Check	3530	7/23/2015	B & B WATER CORP		1000 · Peoples Sta...	-42.14	-42.14
					6470 · Water	-42.14	42.14
TOTAL						-42.14	42.14

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LAKE LEMON CONSERVANCY  
Check Detail  
July 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3531	7/23/2015	MONROE TUFF-JON		1000 - Peoples Sta...	-664.00	-664.00
TOTAL					6490 - Port-O-Lets	-664.00	664.00
Check	3532	7/23/2015	ADAM CASEY		1000 - Peoples Sta...	-306.51	-306.51
TOTAL					6040 - Health Insur...	-306.51	306.51
Check	3533	7/23/2015	EVERYWHERE SI...		1000 - Peoples Sta...	-780.00	-780.00
TOTAL					6290 - Signs & Nau...	-780.00	780.00
Check	3534	7/23/2015	INDIANA OXYGEN		1000 - Peoples Sta...	-263.93	-263.93
TOTAL					6251 - Dredging Su...	-263.93	263.93
Check	3535	7/23/2015	REPUBLIC SERVL...		1000 - Peoples Sta...	-147.23	-147.23
TOTAL					6480 - Trash	-147.23	147.23
Check	3536	7/23/2015	CITY OF BLOOMIN...		1000 - Peoples Sta...	-40.00	-40.00
TOTAL					6560 - Water Testing	-40.00	40.00
Check	3537	7/23/2015	BOYCE/KEYSTON...		1000 - Peoples Sta...	-290.37	-290.37
TOTAL					6140 - Receipt/Tric...	-290.37	290.37
Check	3538	7/23/2015	COMCAST CABLE		1000 - Peoples Sta...	-208.76	-208.76
TOTAL					6370 - Phone, LDT,...	-208.76	208.76

# LAKE LEMON CONSERVANCY

## Check Detail

July 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3539	7/28/2015	SKY MAGIC PYRO...		1000 · Peoples Sta...	-6,500.00	-6,500.00
				6681 · Fireworks		-6,500.00	6,500.00
TOTAL						-6,500.00	6,500.00
Check	3540	7/28/2015	SHELL MARINA, ...		1000 · Peoples Sta...	-1,221.60	-1,221.60
				6600 · 6% MarinaP ...		-1,221.60	1,221.60
TOTAL						-1,221.60	1,221.60
Check	3541	7/28/2015	JOHN NAYLOR TR...		1000 · Peoples Sta...	-1,252.62	-1,252.62
				6240 · Building & G...		-1,252.62	1,252.62
TOTAL						-1,252.62	1,252.62
Check	3552	7/31/2015	KLEINDORFER HA...		1000 · Peoples Sta...	-59.99	-59.99
				6240 · Building & G...		-22.98	22.98
				6251 · Dredging Su...		-37.01	37.01
TOTAL						-59.99	59.99

19,428.01

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# LAKE LEMON CONSERVANCY

## Payroll Summary

July 2015

Employee Wages, Taxes and Adjustments	Casey, Adam W		Haluda, Jeremy S		Hopkins, Joseph S		Jones, Mason B		Nguyen, Christopher X			
	Hour	Rate	Jul 15	Hours	Rate	Jul 15	Hours	Rate	Jul 15	Hours	Rate	Jul 15
Gross Pay												
Salary		4,000.00	0.00			0.00			0.00			0.00
6110-OVERTIME		0.00	0.00			0.00			0.00			0.00
Reg: Pay-6070		0.00	0.00		148.25	1,556.63			0.00		75.5	792.75
Reg: Pay-6100		0.00		13	12.00	0.00			165.00		10.50	0.00
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
Total Gross Pay		4,000.00		13		1,556.63	13.75		165.00		75.5	792.75
Deductions from Gross Pay												
Insurance		0.00				0.00			0.00			0.00
Retirement		-120.00				0.00			0.00			0.00
Total Deductions from Gross Pay		-120.00				0.00			0.00			0.00
Adjusted Gross Pay		3,880.00		13		1,556.63	13.75		165.00		75.5	792.75
Taxes Withheld												
Federal Withholding		-602.00				-117.00			-7.00			-70.00
Medicare Employee		-58.00				-22.57			-2.39			-11.49
Social Security Employee		-248.00				-96.51			-10.23			-49.15
IN - Withholding		-128.04				-61.37			-6.45			-26.16
Clark Co		0.00				0.00			0.00			0.00
Elkhart Co		0.00				0.00			0.00			0.00
Hamilton Co		0.00				0.00			0.00			0.00
Monroe Co.		-42.48				-17.05			-1.81			-8.27
St. Joseph co		0.00				0.00			0.00			0.00
Total Taxes Withheld		-1,078.52				-304.50			-26.88			-165.07
Net Pay		2,801.48		13		1,252.13	13.75		138.12		75.5	627.68
Employer Taxes and Contributions												
Federal Unemployment		0.00				9.34			0.99			4.75
Medicare Company		58.00				22.57			2.39			11.49
Social Security Company		248.00				96.51			10.23			49.15
IN - Unemployment Company		0.00				11.11			1.18			5.66
Total Employer Taxes and Contributions		306.00				139.53			14.79			71.05

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08/06/15

# LAKE LEMON CONSERVANCY

## Payroll Summary

July 2015

	Powers, Cody E			Roskowski, Douglas			Snooks, Franklin A			Vantassel, James P			Walls, Isaac N	
	Hours	Rate	Jul 15	Hours	Rate	Jul 15	Hours	Rate	Jul 15	Hours	Rate	Jul 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	6	25.50	153.00		
Reg. Pay-6070			0.00			0.00			0.00			0.00		
Reg. Pay-6100	50.75	12.00	609.00	32	12.00	384.00			1,115.63			0.00		
Reg. Pay-6110			0.00			0.00			0.00	146.5	17.00	2,490.50		
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		17.00	0.00		
Reg. Pay-6114			0.00			0.00			0.00			0.00	117	
Reg. Pay-6115			0.00			0.00			0.00			0.00	18.00	
<b>Total Gross Pay</b>	<b>50.75</b>		<b>609.00</b>	<b>32</b>		<b>384.00</b>		<b>1,115.63</b>	<b>152.5</b>			<b>2,643.50</b>	<b>117</b>	
<b>Deductions from Gross Pay</b>														
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>50.75</b>		<b>609.00</b>	<b>32</b>		<b>384.00</b>		<b>1,115.63</b>	<b>152.5</b>			<b>2,643.50</b>	<b>117</b>	
<b>Taxes Withheld</b>														
Federal Withholding			-12.00			-19.00			-107.00			-329.00		
Medicare Employee			-8.84			-5.57			-16.17			-38.33		
Social Security Employee			-37.76			-23.81			-69.16			-163.90		
IN - Withholding			-20.10			-12.67			-36.82			-87.24		
Clark Co			0.00			-7.68			0.00			0.00		
Elkhart Co			-12.18			0.00			0.00			0.00		
Hamilton Co			0.00			0.00			0.00			-26.43		
Monroe Co.			0.00			0.00			-12.21			0.00		
St. Joseph co			0.00			0.00			0.00			0.00		
<b>Total Taxes Withheld</b>			<b>-90.88</b>			<b>-68.73</b>			<b>-241.36</b>			<b>-644.90</b>		
<b>Net Pay</b>	<b>50.75</b>		<b>518.12</b>	<b>32</b>		<b>315.27</b>			<b>874.27</b>	<b>152.5</b>		<b>1,998.60</b>	<b>117</b>	
<b>Employer Taxes and Contributions</b>														
Federal Unemployment			3.65			2.30			6.69			0.00		
Medicare Company			8.84			5.57			16.17			38.33		
Social Security Company			37.76			23.81			69.16			163.90		
IN - Unemployment Company			4.35			2.74			7.97			0.00		
<b>Total Employer Taxes and Contributions</b>			<b>54.60</b>			<b>34.42</b>			<b>99.99</b>			<b>202.23</b>		

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08/06/15

# LAKE LEMON CONSERVANCY

## Payroll Summary

July 2015

	WARTHAN, LEVI R		TOTAL	
	Hours	Rate	Hours	Rate
Walls, ...	Jul 15		Jul 15	
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary	0.00		0.00	4,000.00
6110-OVERTIME	0.00		0.00	153.00
Reg. Pay-6070	0.00		0.00	330.00
Reg. Pay-6100	0.00		0.00	1,314.00
Reg. Pay-6110	0.00		0.00	2,490.50
Reg. Pay-6111	0.00		0.00	0.00
Reg. Pay-6112	0.00		0.00	5,365.50
Reg. Pay-6113	0.00		0.00	0.00
Reg. Pay-6114	2,106.00		117.00	2,106.00
Reg. Pay-6115	0.00		0.00	0.00
Total Gross Pay	2,106.00	147	5,365.50	856.00
Deductions from Gross Pay				
Insurance	0.00		0.00	0.00
Retirement	0.00		0.00	-120.00
Total Deductions from Gross Pay	0.00		0.00	-120.00
Adjusted Gross Pay	2,106.00	147	5,365.50	856.00
Taxes Withheld				
Federal Withholding	-198.00		-859.00	-2,320.00
Medicare Employee	-30.54		-77.80	-273.96
Social Security Employee	-130.57		-332.66	-1,171.42
IN - Withholding	-69.50		-177.06	-619.56
Clark Co	0.00		0.00	-7.68
Elkhart Co	0.00		0.00	-12.18
Hamilton Co	0.00		0.00	-26.43
Monroe Co.	-23.06		-55.97	-160.85
St. Joseph co	0.00		0.00	-1.62
Total Taxes Withheld	-451.67		-1,502.49	-4,593.70
Net Pay	1,654.33	147	3,863.01	856.00
Employer Taxes and Contributions				
Federal Unemployment	12.64		0.00	41.29
Medicare Company	30.54		77.80	273.96
Social Security Company	130.57		332.66	1,171.42
IN - Unemployment Company	15.04		0.00	49.16
Total Employer Taxes and Contributions	188.79		410.46	1,535.83

**RESOLUTION 08-15-06  
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 LLCD. These resolutions will be filed with the records of the District as the duly authorized actions of the Directors.

WHEREAS, LLCD has entered into an “Equipment Purchase Agreement” with J.S. McCullough Excavating, LLC (“McCullough”)—a copy of which is attached hereto—under which McCullough will design, build, and deliver to LLCD a mechanical barge system.

WHEREAS, to help set aside funds for any payments required of LLCD under the Equipment Purchase Agreement, LLCD desires to open an account with Peoples State Bank.

WHEREAS, upon the creation of the aforementioned account with Peoples State Bank, LLCD wishes to deposit into the account the sum of Seventy-Five Thousand Dollars (\$75,000.00).

NOW, THEREFORE, IT IS RESOLVED that LLCD shall open an account with Peoples State Bank, into which LLCD shall deposit the sum of \$75,000.00.

IT IS FURTHER RESOLVED that, in the event that LLCD accepts all or any part of the Assets delivered by McCullough pursuant to Section 5 of the Equipment Purchase Agreement, then, in accordance with Section 8 of the Agreement (and all other applicable terms of the Agreement), LLCD will direct Peoples State Bank to release the contents of the account (or a portion thereof) to McCullough as payment toward the Purchase Price under the Agreement. In the event that LLCD rejects the Assets pursuant to Section 4 of the Agreement, or in the event that payments are not owed to McCullough for any other reason, then LLCD may, at its discretion, direct Peoples State Bank to return the contents of the account to LLCD.

IT IS FURTHER RESOLVED that this Resolution shall in no way alter, change, or supersede the terms of the attached Equipment Purchase Agreement. All terms of the Equipment Purchase Agreement remain in full force and effect. In the event of any conflict between the terms of this Resolution and the terms of the Equipment Purchase Agreement, the terms of the Equipment Purchase Agreement shall control.

IT IS FURTHER RESOLVED that LLCD Manager Adam Casey is hereby authorized to execute documents, certificates, instruments, agreements, and/or 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.*

**ADOPTED BY THE FOLLOWING VOTE: this 22<sup>nd</sup> Day of August 2015.**

<u><b>AYE</b></u>	<u><b>NAY</b></u>	<u><b>ABSTAIN</b></u>
_____ <b>PAM DUGAN, CHAIRMAN</b>	_____	_____
_____ <b>SUE MILLER, VICE-CHAIR</b>	_____	_____
_____ <b>LANCE EBERLE, TREASURER</b>	_____	_____
_____ <b>MARTY MANN, Sub-Area III</b>	_____	_____
_____ <b>JOHN SCHELL, Sub-Area IV</b>	_____	_____
_____ <b>Position Vacant, Sub-Area V</b>	_____	_____
_____ <b>MIKE BLACKWELL, Sub-Area VII</b>	_____	_____

**ATTEST:** \_\_\_\_\_ **LLCD Board Recorder**

381855/11820-57  
392090 / 11820-86

## Attachment A

### **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 LLCD's Notice of Acceptance.
- c. McCullough is (or at the time of delivery will be) the owner of and will deliver to LLCD 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 LLCD.
- d. McCullough owes no obligations and has contracted no liabilities which may affect the consummation of the sale of the Assets or increase LLCD'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 LLCD 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 LLCD harmless from any and all liability, that LLCD 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 LLCD 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 LLCD, and McCullough shall not have any right to act in any manner as a representative of LLCD. McCullough's personnel will at all times serve as employees, agents, and/or contractors of McCullough, not of LLCD.

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

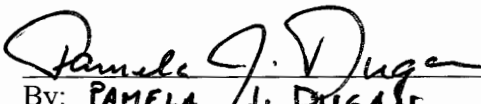
Date: 7/22/15

  
By: J. Shannon McCullough  
Title: President

BUYER:

Lake Lemon Conservancy District

Date: 7/27/15

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

391634 / 10821-86

**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/offers 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, LLC

Address: 7070 E CR 600 N

City/State/ZIPcode: Bainbridge, IN 46105

4. 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

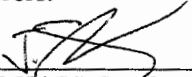


# Request for Proposal by the Lake Lemon Conservancy District Unionville, IN.

## 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. Estimates are valid for 30 days. Private utilities unmarked are owners responsibility.		0.00	0.00
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

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.

10:54 AM

## J S McCullough Excavating, LLC

## Balance Sheet

As of June 12, 2015

06/12/15

Accrual Basis

	Jun 12, 15
<b>ASSETS</b>	
Current Assets	
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
Fixed Assets	
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
Other Assets	
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>	
Liabilities	
Current Liabilities	
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
Long Term Liabilities	
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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	<u>Jun 12, 15</u>
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
	<hr/>
Total Equity	2,240,493.32
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,884,196.81</u></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 **J S MCCULLOUGH EXCAVATING LLC**  
**7070 E CO RD 600 N**  
**BAINBRIDGE, IN 46105**

## 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 CERTIFICATION 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

## 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	90,000.00	200,000.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>567,150.00</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	50,450.00	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>125,450.00</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)	21,000.00	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>84,112.50</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>209,562.50</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	8,000.00	7,000.00	5,000.00	3,551.78	4,000.00	3,374.25
6210	Diesel, Oil, Grease	11,000.00	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 Servies 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>

## 2016 Proposed Budget

### CAPITAL

Account #	Description	2016 Budget	2015 Budget	2014 Budgeted	2014 Actual	Budgeted 2013	Actual 2013
<b>Machinery and Equipment</b>							
6690	Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00
6700	Computer Equipment	0.00	500.00	0.00	499.99	0.00	0.00
6701	Barge	0.00	70,000.00	0.00	0.00	0.00	0.00
6702	Push Boat / Motors	0.00	40,000.00	0.00	0.00	0.00	0.00
6703	Excavator & Buckets	90,000.00	90,000.00	0.00	0.00	0.00	0.00
6704	Off Road Truck	0.00	0.00	0.00	0.00	0.00	0.00
6705	Utility Truck	0.00	0.00	0.00	0.00	0.00	0.00
6706	Bulldozer	0.00	0.00	0.00	0.00	0.00	0.00
6710	Boat Dock (2)	0.00	0.00	0.00	0.00	23,000.00	18,792.00
6720	Utility Vehicle	0.00	0.00	0.00	3,993.11	0.00	0.00
6730	Patrol Boat	0.00	0.00	0.00	0.00	0.00	0.00
6740	Work Boat (Pontoon)	8,000.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>	<b>98,000.00</b>	<b>200,500.00</b>	<b>0.00</b>	<b>4,493.10</b>	<b>23,000.00</b>	<b>18,792.00</b>
<b>Other Capital Outlays</b>							
6730	Patrol Boat/Trailer	0.00	0.00	0.00	0.00	0.00	0.00
6770	LLCD Pick-up Truck	0.00	0.00	0.00	0.00	20,000.00	22,510.00
	<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>22,510.00</b>
<b>GRAND TOTAL CAPITAL EXPENDITURES</b>		<b>98,000.00</b>	<b>200,500.00</b>	<b>0.00</b>	<b>4,493.10</b>	<b>43,000.00</b>	<b>41,302.00</b>
<b>TOTAL EXPENDITURES BUDGET</b>							
		<b>610,762.50</b>	<b>691,753.00</b>	<b>501,983.00</b>	<b>494,565.44</b>	<b>506,874.00</b>	<b>478,463.14</b>

### Excess Expenditures over Revenue

#### SUMMARY-2016 Budget

	2016 Budgeted	2015 Budgeted	2014 Budgeted	2014 Actual	2013 Budgeted	2013 Actual
Revenues	567,150.00	655,200.00	462,800.00	484,955.87	453,300.00	485,941.06
Expenses	610,762.50	691,753.00	501,983.00	494,565.44	506,874.00	478,463.14
Net	-43,612.50	-36,553.00	-39,183.00	-9,609.57	-53,574.00	7,477.92

← 36 inches →

# BOB'S COVE

DEDICATED TO

BOB MADDEN

LAKE MANAGER

1996–2015

LLCD - CBU

↑ 24 inches ↓  
↑ 6" ↓

← 44 inches →

# Les Wadzinski

[lwadzins@indiana.edu](mailto:lwadzins@indiana.edu)

## Resume

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### Education

- MS, 1983, Recreation Resource Management, Slippery Rock University, PA
- BS, 1973, Education/Recreation, Indiana University, Bloomington, IN

### Work Experience

- 2002 – Present. *Adjunct Lecturer*, Indiana University, School of Public and Environmental Affairs, Bloomington, IN. Currently teaching Environment and People (E162) and Environmental Topics (E100). Served as an evaluator for applicants to the SPEA Washington Leadership Program. Recipient of SPEA Outstanding Teaching Award, 2013.
- 2003 - Present. *Overseas Studies Instructor*. Participated in the following IU Overseas Studies programs: Tropical Biology in the Caymans Islands 2003-2004, Bonaire, Netherland Antilles, 2006-2007, and Cayman Islands 2009 through 2015. Lead instructor for SPEA in South Africa (Environmental Management) in 2014 and 2015. Also served as a co instructor for Coral Reef Ecology in the Florida Keys in 2005 and assisted the IU Office of Underwater Science with field work in the Dominican Republic in 2008.
- 2012-Present. *Scuba Instructor*, Indiana University School of Public Health teaching Introduction to Scientific Diving and Scuba Certification.
- 1991- 2010 (retired). *Recreation Program Manager*, USDA Forest Service, Hoosier National Forest, Bedford, IN. Responsible for management of the forest recreation program on a 200,000 acre National Forest with an annual recreation budget of approximately \$1,000,000. Managed budget and supervised ten staff, oversaw interns and volunteers, developed and implemented annual program of work, and developed out-year capital investment proposals. Ensured campgrounds, trails, beaches, wilderness, and other areas were managed to standard and within budget. Oversaw the following programs: accessibility, tourism, interpretation, and cultural resources. Served as team leader or team member on projects requiring environmental analysis under the National Environmental Policy Act (NEPA). Facilitated public meetings, dealt with controversial issues, and responded to congressional or other inquiries. Served as an instructor for the Arthur Carhart National Wilderness Training Center. Fourteen years experience as a Public Information Officer on national incidents such as large forest fires. Worked on an Incident Management Team that assisted

the FDNY during the recovery efforts at the World Trade Center immediately following the 9-11 attacks.

- 1980-1991. *Park Manager*, US Army Corps of Engineers, Natural Resource Management Branch, Rock Island, IL. Served as a senior staff member on a regional management team that provided recreation opportunities to four million visitors at three large reservoirs, the Illinois River, and portions of the Mississippi River. Provided planning, policy development, training, and oversight for the following programs: interpretation, law enforcement, boat operations, safety, and contract administration. Directly managed two visitor centers and supervised staff interpreters. Regularly provided interpretive programs in campgrounds and local schools. Served as a master instructor on a national interagency team to train new instructors to teach boat operation courses. Selected to serve on a two month special assignment to the Office of the Chief of Engineers, Washington, DC.
- 1976-1980. *Hydrologic Technician*, US Army Corps of Engineers, Monroe Lake, Bloomington, IN. Served as a water quality specialist responsible for pre and post impoundment water quality studies at reservoirs throughout Indiana and Illinois. Provided emergency assistance on hazardous.
- 1974-1976. *Park Ranger*, US Army Corps of Engineers, Huntington Lake, Huntington, IN. Served as a park ranger at an 8,000 acre land and water project with an annual visitation of .5 million. Enforced rules and regulations, inspected boundary lines, presented interpretive programs, and conducted visitor use surveys and counts.

### **Other Activities**

- Frequently serve as a guest speaker for recreation and natural resource management classes at Indiana University, local schools, Mini University, Issues and Experts (IU Continuing Studies), and various clubs and civic organizations; 1991 to present.

### **Training**

- Completed numerous government and private sector courses to include the following topics: Public Information Officer, Management Development, Incident Management, Incident Command System, Team Building, Decision Making and Problem Solving, Human Resource Management, Contract Administration, Ethics, Privacy Act, Computer Security, and numerous professional conferences.

### **Publications and presentations**

- See attached

### **References**

- See attached

## **Publications and Presentations:**

- Using the Rapid Assessment Visitor Inventory to Monitor Changes in Trail Use. Nineteenth National Trails Symposium (panelist). October, 2008. Little Rock, AR.
- Midwestern Ecosystems: Hoosier National Forest. Co-author of Chapter 10 in *Recreational Horse Trails in Rural and Wildland Areas*. 2007. Clemson University Department of Forestry and Natural Resources. Clemson, SC
- Basic Training in Dealing with the News Media. National Recreation and Park Association Congress and Exposition. September, 2007. Indianapolis, IN.
- Laws and Managers- an Inconvenient Mix. Thirteenth International Symposium on Society and Resource Management. June, 2007. Park City, UT.
- Predicting Trail Use and Impact. Eighteenth National Trails Symposium. October, 2006. Davenport, IA.
- Managing Cemeteries in Designated Wilderness. Eighth World Wilderness Congress. October 2005. Anchorage AK.
- No More Horsing Around, a Study in Partnerships (co-presenter). October 2004. Seventeenth National Trails Symposium, Austin, TX.
- Deam Wilderness Case Study in Wilderness Planning. October, 2002. Carhart National Wilderness Training Center Wilderness Planning Class, Potosi, MO.
- The Deam Wilderness Trail Reroute Project: A Case Study in Conservation Policy. July, 2002. Southeast Equestrian Trails Conference. Clemson University, Clemson, SC.
- The African Experience: A Look at Social Issues and Land Management in South Africa. June, 2002. Ninth International Symposium on Society and Resource Management, Indiana University, Bloomington, IN.
- Management Actions to Protect Wilderness Experiences and the Resource. Nov, 2001. Seventh World Wilderness Congress, Port Elizabeth, South Africa.
- Horse Use on Public Lands (co-presenter). April, 2001. Northeastern Recreation Research Symposium, Bolton Landing, NY.
- Co-existing on Multiple-use Trails (co-presenter). February, 2001. Indiana Trails and Greenways Conference, Indianapolis, IN.
- Mud, Manure, and Money: Fixing the Trails in Indiana. September, 2000. Fifteenth National Trails Symposium, Redding, CA.
- Horse Use Concentrations on Midwestern Public Lands (co-presenter). September, 2000. Fifth Outdoor Recreation and Tourism Trends Symposium, Lansing, MI.
- Wilderness Activities in the 21<sup>st</sup> Century: A Commentary. 2000. International Journal of Wilderness, Volume 6 Number 2.
- Top Ten Tips for Effective Meetings (co-presenter). October, 1999. National Recreation and Park Association Congress and Exposition. Nashville, TN.
- Saving an “Unwild” Wilderness Through Big Picture Management. November, 1994. Sixth National Wilderness Conference, Santa Fe, NM.
- Motorboat Operator License Examiner Instructors Manual (co-author). 1990. U.S. Army Corps of Engineers. Washington, DC.

**References:**

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[cbeeker@indiana.edu](mailto:cbeeker@indiana.edu)

Matthew Maus, scuba instructor  
Indiana University  
1025 East Seventh Street, HPER 058  
Bloomington, IN 47405  
[mmaus@indiana.edu](mailto:mmaus@indiana.edu)

# ANDREW HOFFMAN

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4023 North Ridgeview Drive Indianapolis IN  
Lake address 8910 E. Southshore Drive Unionville IN  
812-327-7652 | ahoffman@maxwellelectrical.com

## LETTER OF INTENT

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I would like to apply for the open board of director's position for district V of the Lake Lemon Conservancy District.

## LAKE AFFILIATION

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Lake Lemon has been a part of my life since a young age. I learned to swim at Riddle point as a young child. I attended Discovery day camp for many summers as a youth. My family spent many weekends camping at the park even though we only lived three minutes away on Brummetts Creek. As a teenager I spent most of my spare summer time at the IU sailing center helping to repair boats and learning to sail on the lake. In 2008 I purchased property in the conservancy on Sunshine drive and have spent almost every weekend since building the house on the property and the two docks that go with it.

## EXPERIENCE

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- |                     |  |
|---------------------|--|
| <b>2000-Current</b> | <b>Purchasing agent, Licensed Master Electrician (Maxwell Electrical Services)</b> <ul style="list-style-type: none"><li>· Team leader of the Special Projects and Underground Installation Division at Maxwell for ten years.</li><li>· Issued Electrical Masters License in 2004 and am still the youngest person in the state to have passed the block masters exam.</li><li>· Purchasing Agent since February 2014</li></ul>   |
| <b>2005-2007</b>    | <b>Instructor, Central Indiana IEC</b> <ul style="list-style-type: none"><li>· Instructed the third year of the apprentice ship program to a class of over thirty people for two years</li><li>· Attended the 2005 IEC National Conference in Houston, Texas and the 2006 IEC National Conference in Denver, Colorado</li><li>· Occasionally taught other classes such as Remedial math, Code Update, Advanced Code Theory, Electrical Grounding, and Blue Print Reading</li></ul> |

2006-current

Owner of CAH Scoreboard Installations

- Preferred installer for Nevco Scoreboards in the state of Indiana.
- Have installed scoreboards for Ball State, Earlham college, and countless other schools across the state

## REFERENCES

- |  |              |
|--|--------------|
| · Bob Kessler IU Academic Coordinator Kinesiology        | 812-855-4232 |
| · Paul Hood vice president Maxwell Electrical Services   | 317-339-0735 |
| · Doug Hayes project manager Maxwell Electrical Services | 317-339-0752 |

To whom it may concern-

I've been solicited to submit my name for the sub-area 5 slot for the remainder of 2015 by a Bloomington Yacht Club officer.

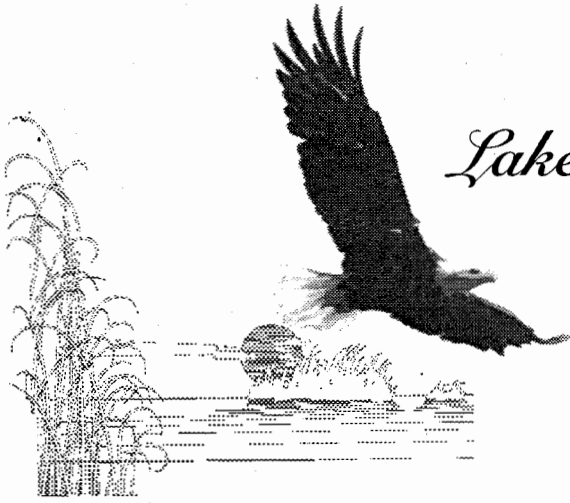
I'm up for joining the LLCD board if I'm chosen but I'm wondering if by owning land in another sub-area might be an issue.

I'm a BYC member and I own 4073 Watson Rd (near the Sausage Shack). I reside in Bloomington.

Thank you-

David Wilcox  
[dlwilcox@gmail.com](mailto:dlwilcox@gmail.com)

PS- I don't own any yachts. :-)



## *Lake Lemon Conservancy District*

### Director Oath of Office

I do solemnly swear that I shall, to the best of my ability, strive to accomplish the purposes for which the district is established and to properly operate and maintain its works of improvement.

August 22, 2015  
Date

\_\_\_\_\_  
Sub Area V