

# *Lake Lemon Conservancy District*

Board of Directors Meeting  
Benton Township Senior Citizens Building  
December 16, 2015  
6:00 p.m.

## **AGENDA**

- I. Call Meeting to Order / Chairman's Remarks (PD)
- II. Approval Board Meeting Minutes (PD)
  - A. November 18, 2015 Board Meeting Minutes
- III. Treasurer's Report (LE)
  - A. November 2015 Financial Highlights
  - B. November 2015 Report of Claims Approval
  - C. Cumulative Maintenance Fund transfer to Certificate of Deposit
  - D. Certificate of Deposit: Renewal
  - E. Transfer of Funds
- IV. Insurance Review (LE)
  - A. Lance Eberle – First Insurance Group
- V. Conflict of Interest Forms (JS/LE)
  - A. Lance Eberle – Insurance Provider
  - B. John Schell – Marina/Club Agreement & Boat Permit Sales
- VI. Manager's Report (AC)
  - A. Approval of 2016 Agreements
    - 1. 2016 Surplus Parcel Agreement: Freeholders
    - 2. 2016 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC
    - 3. 2016 First Insurance Group, Inc – Insurance Services Agreement
    - 4. 2016 Watkins Accounting – Accounting Services Agreement
    - 5. 2016 Carmin Parker PC – Legal Services Agreement
  - B. Lake Use Agreements: Discussion
  - C. Credit Card Acceptance: Proposal
  - D. 2016 Board Election Update
  - E. Winter Draw Down: Update
  - F. Small Barge Contracts: Discussion/Approval
- VII. Public Comment (PD)
- VIII. New Business / Correspondence for Future Agenda (PD)
  - A. Next Board Meeting: January 20<sup>th</sup>, 2016 at the Benton Township Senior Center Building; 6:00 PM.
- IX. Adjournment (PD)

# Lake Lemon Conservancy District

## MONTHLY MEETING

Benton Township Senior Citizens Building

6:00 PM

Date: December 16, 2015

Name	Lake Address	District
Mary Jane Brown	8039 N Lakeview	3
Susan Snider Salmon	7017 E. Spillway	2
Malcolm McClure	4547 Idalawn	6
T. S. Kolaski J. Dearborn	<del>451</del> <del>451</del> 416 Chitwood	7
J + J Widegren	7530 Lakewood Dr	4
Ron + Cindy Skopelja	6458 Southshore Dr.	7
Ann Wobleski	6486 Southshore Dr	7
Vince Britt	6486 Southshore Dr	7
BARRY WESNIDGE	4186 Channel Rd.	7
Ron Thrasher	4194 Channel Rd	"LAKE PERSON"
SCOTT ADAMSON	4184 WALKER W.	"
BOB MADDEU	RENTEN	7
RANDY E MARANEL PRUDEN	7667 N. John Young Rd.	1
MIKE WOODRUM	4013 WATSON RD	7
Michael + Cynthia Kneives	6221 North Stars	6
Rory Sandy Capling	4304 Watson Rd	7
SURA GALTALA	8920 Southshore	5

**Lake Lemon Conservancy District  
Board of Directors Meeting Minutes**  
Benton Township Senior Citizens Building  
December 16, 2015

**The December 16<sup>th</sup>, 2015 Board of Directors Meeting of the Lake Lemon Conservancy District was held at the Benton Township Senior Citizens Building and was called to order by Chairman Pam Dugan at 6:00 PM.**

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

**I. Opening Comments (Dugan)**

**II. Approval of November 18, 2015 Board Meeting Minutes (Dugan)**

a. Corrections

- i. Section VI.a.iv – will state all board members positions on the small barge.
- ii. Section VI.a.i - will state “regarding a possible class action law suit.”
- iii. Section VI.a.iii - Hoffman stated this is an opinion and corrected to state that Hoffman was most interested in the cubic yard cost differences between in house and contractual dredging.
- iv. Section VII.b - will state that \$800.00 in pledges have been received.

**SCHELL MOTIONED TO APPROVE THE NOVEMBER 18, 2015 BOARD MEETING MINUTES PER CORRECTIONS. EBERLE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**III. Treasurer’s Report (Eberle)**

- a. November 2015 Financial Highlights
- b. November 2015 Report of Claims Approval

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

- c. Cumulative Maintenance Fund Transfer to Certificate of Deposit

- i. \$5,000.00 from Account 6610 – Cumulative Maintenance Fund will be transferred to a Certificate of Deposit

- d. Certificate of Deposit: Renewal

**MILLER MOTIONED TO RENEW THE CUMULATIVE MAINTENANCE FUND CD # 371025628 FOR 24 MONTHS AND ADD \$5,000.00 FROM THE CUMULATIVE MAINTENANCE FUND IN THE 2015 BUDGET. DUGAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- e. Transfer of Funds

**SCHELL MOTIONED TO APPROVE THE TRANSFER OF FUNDS IN THE 2015 BUDGET. MILLER SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

**IV. Insurance Review (Eberle)**

- a. Lance Eberle – First Insurance Group
- b. See attached

**V. Conflict of Interest Forms (Eberle/Schell)**

- a. Lance Eberle – Insurance Provider
- b. John Schell – Marina/Club Agreement & Boat Permit Sales
- c. The Board Accepted COI – Form 236 from Eberle & Schell.

**VI. Manager’s Report (Casey)**

- a. Approval of 2016 Agreements
  - i. 2016 Surplus Parcel Agreement: Freeholders

**MILLER MOTIONED TO APPROVE THE 2016 SURPLUS PARCEL AGREEMENT: FREEHOLDERS. BLACKWELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- ii. 2016 Commercial Surplus Parcel Agreement: Sands & Sands Properties, LLC

**DUGAN MOTIONED TO APPROVE THE 2016 COMMERCIAL SURPLUS PARCEL AGREEMENT: SANDS & SANDS PROPERTIES, LLC. HOFFMAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

- iii. 2016 First Insurance Group, Inc – Insurance Services Agreement

**SCHELL MOTIONED TO APPROVE THE 2016 FIRST INSURANCE GROUP, INC – INSURANCE SERVICES AGREEMENT. MILLER SECONDED THE MOTION. FIVE “AYE’S”. EBERLE ABSTAINED. THE MOTION CARRIED.**

iv. 2016 Watkins Accounting – Accounting Services Agreement

**EBERLE MOTIONED TO APPROVE THE 2016 WATKINS ACCOUNTING – ACCOUNTING SERVICES AGREEMENT. SCHELL SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

v. 2016 Carmin Parker PC – Legal Services Agreement

**MILLER MOTIONED TO APPROVE THE 2016 CARMIN PARKER PC – LEGAL SERVICES AGREEMENT. EBERLE SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

b. Lake Use Agreements: Discussion

i. The Board had discussion on a commercial boat pass fee. Staff will review along with the LLCDC Attorney and continue the discussion at the January 20, 2016 Board Meeting.

c. Credit Card Acceptance: Proposal

i. LLCDC wishes to remove the American Express due to the associated fees.

ii. LLCDC wishes to accept Visa/MasterCard/Discover.

iii. There was concern of the need to bid out this service.

**EBERLE MOTIONED TO ACCEPT THE USE OF CREDIT CARDS PENDING FURTHER RESEARCH FROM STAFF ON THE ITEMS LISTED ABOVE. HOFFMAN SECONDED THE MOTION. ALL “AYE’S”. THE MOTION CARRIED.**

d. 2016 Board Election: Update

i. Marty Mann’s, Sub Area III Director, term is expiring, and Mary Jane Brown ran unopposed and will be elected by default at the February 3, 2016 Annual Meeting.

ii. Andy Hoffman’s, Sub Area V Director, one year appointment is expiring and no nominations were received. The LLCDC is seeking interested candidates for a 1 year term. A candidate will be appointed by the Board at the February 3, 2016 Annual Meeting.

- e. Winter Draw Down: Update
  - i. Currently Lake Lemon is 3.5' below normal pool. Staff will try to maintain this level till mid-February 2016.
- f. Small Barge Contracts: Discussion/Approval
  - i. Madison Boat and Barge is no longer interested.
  - ii. Two contracts were presented to the Board, one from J&J Boatworks and one from B&R Construction.
  - iii. Casey will review to see if government pricing on the outboard motors is possible.
  - iv. Eberle asked about an insurance clause not listed in the contract.

**BLACKWELL MENTIONED TO APPROVE THE AGREEMENT WITH J&J BOATWORKS TO PURCHASE A BARGE NOT TO EXCEED \$145,000.00 WITH A REVIEW OF THE INSURANCE CLAUSE. SCHELL SECONDED THE MOTION. FIVE "AYE'S". HOFFMAN "NAY". THE MOTION CARRIED.**

**VII. Public Comment (Dugan)**

- a. Gail Tala, Freeholder V, commented that annexation into the lake should be welcomed by the Board, as it increases the tax base and user fees. Tala also expressed interest in a 4<sup>th</sup> of July Festival.
- b. Susan Salmon, Freeholder II, commented the Friends of Lake Lemon are still accepting pledges for the formation of a Lake Lemon 501c3.

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

- a. Next Board Meeting: January 20, 2016 at the Benton Township Senior Citizens Building; 6:00 PM.

**IX. Adjournment (Dugan)**

**SCHELL MOTIONED TO ADJOURN THE MEETING. MILLER SECONDED THE MOTION. ALL "AYE'S". THE MOTION CARRIED. THE MEETING ADJOURNED AT 7:27 PM**

**RESPECTFULLY SUBMITTED BY:**

**JAMES VAN TASSEL – LAKE BIOLOGIST – BOARD RECORDER**

Lake Lemon Conservancy District  
Budget Summary Report

16-Dec-15

Profit and Loss Summary	January Actuals	February Actuals	March Actuals	April Actuals	May Actuals	June Actuals	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	YTD Actuals
Revenue	\$790	\$13,225	\$16,484	\$21,796	\$54,961	\$183,133	\$53,677	\$23,162	\$12,087	\$8,800	\$952	\$389,067
<b>Income Breakdown</b>												
Watercraft Permits	0		\$3,787	\$14,779	\$41,420	\$22,133	\$17,733	\$6,516	\$5,909	\$2,440	\$642	\$115,359
Launch Fees	0		\$1,354	\$4,770	\$6,136	\$2,952	\$2,858	\$2,835	\$1,746	\$1,008	\$310	\$23,969
Marina & Club Fees	\$0	\$2,500	\$1,500	\$0	\$0	\$0	\$375	\$7,191	\$375	\$0		\$11,941
Sublease & Access Fees	\$0	\$10,725	\$9,755	\$910	\$4,005	\$630	\$570	\$0	\$190	\$0		\$26,685
Property Tax - Brown County			\$88		\$0	\$36,422	\$0	\$0	\$0	\$0		\$36,422
Property Tax - Monroe County					\$0	\$109,393	\$0	\$0	\$0	\$0		\$109,393
Interest	\$190	\$0		\$312	\$0	\$0	\$313	\$0	\$750	\$317		\$1,971
Grants & Donations	\$0	\$0		\$15	\$40	\$918	\$5,395	\$155	\$0	\$10		\$6,530
Fish Tournaments	\$600	\$0		\$885	\$50	\$25	\$0	\$0	\$0	\$25		\$1,585
Park/Lake Reservations	\$0	\$0		\$125	\$250	\$500	\$1,025	\$250	\$125	\$0		\$2,275
Park Admission Fees		\$0			\$3,080	\$8,765	\$9,085	\$6,215	\$2,975	\$0		\$30,100
Dredging/Rip-Rap Income		\$0				\$1,499	\$16,177	\$0	\$0	\$0		\$17,676
Other Income							\$145	\$0	\$17	\$5,000		\$5,162
<b>Expenses &amp; Margin:</b>												
SG&A expenses	\$28,892	\$15,250	\$24,786	\$18,478	\$32,903	\$74,400	\$40,500	\$57,296	\$32,686	\$19,493	\$11,866	\$356,550
Salaries & Benefits	\$10,068	\$12,507	\$11,464	\$15,480	\$15,286	\$23,627	\$21,386	\$22,634	\$14,670	\$9,017	\$9,345	\$165,483
Supplies	\$271	\$409	\$3,126	\$1,208	\$4,177	\$19,021	\$7,123	\$5,486	\$926	\$908	\$883	\$43,538
Professional Services	\$727	\$720	\$630	\$958	\$2,595	\$3,083	\$2,263	\$3,621	\$3,183	\$2,875	\$460	\$21,103
Communication/Travel	\$242	\$382	\$399	\$242	\$242	\$242	\$242	\$209	\$209	\$209	\$209	\$2,824
Printing/Advertising	\$30	\$475	\$101	\$49	\$222	\$67	\$431	\$12	\$187	\$17	\$0	\$1,591
Insurance	\$17,117	\$0	\$8,237	\$0	\$0	\$8,237	\$0	\$0	\$8,237	\$0	\$0	\$41,828
Utility Services	\$438	\$569	\$654	\$642	\$395	\$827	\$1,295	\$1,145	\$956	\$1,396	\$693	\$8,912
Repair & Maintenance	\$0	\$189	\$175	\$0	\$9,400	\$6,262	\$0	\$5,580	\$110	\$954	\$285	\$22,965
Other Services	\$0	\$0	\$0	\$0	\$220	\$13,035	\$7,762	\$18,610	\$4,209	\$4,107	\$0	\$47,942
Machinery & Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Capital Outlays	\$0	\$0	\$0	\$0	\$366	\$0	\$0	\$0	\$0	\$0	\$0	\$366
Pretax operating profit (loss)	(\$28,102)	(\$2,025)	(\$8,302)	\$3,318	\$22,058	\$108,733	\$13,177	(\$34,135)	(\$20,599)	(\$10,692)	(\$10,914)	\$32,517
Operating margin	-3556.2%	-15.3%	-50.4%	15.2%	40.1%	59.4%	24.5%	-147.4%	-170.4%	-121.5%	-1146.4%	8.4%

# **LAKE LEMON CONSERVANCY**

**Financial Statements**

**For the Period Ending**

**January 1, 2015 thru November 30, 2015**

**(UNAUDITED)**

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



## LAKE LEMON CONSERVANCY

I have prepared the financial statements LAKE LEMON CONSERVANCY as of November 30, 2015 on the basis used in the preparation of its federal income tax returns. The tax returns are prepared on the accrual basis when appropriate.

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

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

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

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

Shirley Watkins, CPA  
December 8, 2015

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Accrual Basis

**LAKE LEMON CONSERVANCY****Balance Sheet**

As of November 23, 2015

	<u>Nov 23, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Peoples State Bank	296,084.42
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	1,937.83
<b>Total Checking/Savings</b>	<u>491,127.77</u>
<b>Total Current Assets</b>	491,127.77
<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>984,625.61</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2010 · FICA & Federal Taxes Payable	2,033.06
2020 · State & Co. Withholding Payable	319.65
<b>Total Other Current Liabilities</b>	<u>2,352.71</u>
<b>Total Current Liabilities</b>	<u>2,352.71</u>
<b>Total Liabilities</b>	2,352.71
<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	45,883.78
<b>Total Equity</b>	<u>982,272.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>984,625.61</b></u>

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Accrual Basis

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

	Nov 15	Jan - Nov 15
<b>Income</b>		
4000 · Watercraft Permits	642.00	115,359.00
4010 · Launch Fees	310.00	23,969.00
4020 · Marina & Club Fees	0.00	11,940.50
4030 · Sublease & Access Fees	0.00	27,445.00
4040 · Property Tax - Brown Co.	0.00	36,421.95
4050 · Property Tax - Monroe Co.	0.00	109,392.83
4060 · Interest	0.00	1,220.60
4070 · Grants & Donations	0.00	7,280.36
4080 · Fishing Tournament	0.00	700.00
4090 · Park Reservations	0.00	2,400.00
4100 · Park Admission Fees	0.00	30,100.00
4120 · Other Income	0.00	5,161.87
4130 · Dredging/Rip-Rap Income	0.00	17,675.82
<b>Total Income</b>	<b>952.00</b>	<b>389,066.93</b>
<b>Expense</b>		
6000 · Manager	4,000.00	47,165.16
6010 · FICA	601.95	10,722.41
6020 · State Unemployment Tax	0.00	499.98
6030 · Retirement	568.00	6,353.44
6040 · Health Insurance	306.50	4,860.82
6070 · Gate Attendant	532.88	18,461.70
6100 · Lake Patrol	0.00	4,287.00
6110 · Lake Biologist	2,545.75	28,696.00
6111 · Dredger	529.25	9,198.00
6112 · Dredger (Other)	0.00	20,978.38
6113 · Assistant Dredger	261.00	4,383.00
6114 · Assistant Dredger (Other)	0.00	6,993.00
6120 · Season & Launch Permits	0.00	1,791.88
6130 · Daily Permits	0.00	208.50
6140 · Receipt/Tickets Books	0.00	375.37
6150 · Checks	0.00	220.41
6160 · Printer, Copier & Computer Supp	0.00	424.85
6170 · Miscellaneous-Other	0.00	1,107.83
6180 · Postage	42.00	714.62
6190 · General Business Supplies	149.99	654.74
6200 · Regular Gas	0.00	1,885.39
6210 · Diesel	0.00	3,956.95
6240 · Building & Grounds	691.43	5,771.48
6250 · Boat/Weed Harvester/Truck	0.00	220.57
6251 · Dredging Supplies	0.00	8,420.57
6252 · Rip Rap/Erosion Control	0.00	15,719.99
6290 · Signs & Nautical Markers	0.00	2,065.00
6300 · Accounting Services	450.00	4,950.00
6310 · Grass	0.00	10,875.00
6320 · Attorney	0.00	3,919.19
6330 · Consulting Engineer	0.00	262.50
6350 · Other Prof/Secretarial Service	0.00	1,096.34
6370 · Phone, LDT, Pager, E-Mail	208.79	2,526.75
6380 · Travel	0.00	140.00
6390 · Hotel	0.00	157.50
6410 · Subscriptions	0.00	385.10
6430 · Ads	0.00	375.43
6440 · Other	0.00	831.06
6450 · Insurance	0.00	41,827.00
6460 · Electric	380.95	4,578.45
6470 · Water	42.14	607.38
6480 · Trash	70.36	1,042.14
6490 · Port-O-Lets	0.00	2,184.00
6500 · Pump Holding Tank	200.00	500.00
6510 · Building & Grounds Expense	0.00	20,619.24
6520 · Boat	285.00	740.00
6541 · Dredging Equipment Maintenance	0.00	964.24
6542 · Equipment Rental	0.00	1,440.25
6560 · Water Testing	0.00	4,185.00

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Accrual Basis

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

	<u>Nov 15</u>	<u>Jan - Nov 15</u>
6570 - Lake Weed Treatment	0.00	33,516.10
6600 - 6% Marina Permit Sales	0.00	2,290.44
6680 - Other Services and Charges	0.00	1,017.00
6681 - Fireworks	0.00	6,500.00
6700 - Computer Equipment	0.00	0.00
Total Expense	<u>11,865.99</u>	<u>353,667.15</u>
Net Income	<u>-10,913.99</u>	<u>35,399.78</u>

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Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2015

	Jan - Nov 15	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4000 · Watercraft Permits	115,359.00	105,000.00	10,359.00	109.8%
4010 · Launch Fees	23,969.00	18,000.00	5,969.00	133.2%
4020 · Marina & Club Fees	11,940.50	8,000.00	3,940.50	149.3%
4030 · Sublease & Access Fees	27,445.00	26,000.00	1,445.00	105.6%
4040 · Property Tax - Brown Co.	36,421.95	65,000.00	-28,578.05	56.0%
4050 · Property Tax - Monroe Co.	109,392.83	185,000.00	-75,607.17	59.1%
4060 · Interest	1,220.60	1,500.00	-279.40	81.4%
4070 · Grants & Donations	7,280.36	5,000.00	2,280.36	145.6%
4080 · Fishing Tournament	700.00	700.00	0.00	100.0%
4090 · Park Reservations	2,400.00	4,000.00	-1,600.00	60.0%
4100 · Park Admission Fees	30,100.00	27,000.00	3,100.00	111.5%
4110 · Concessions	0.00	0.00	0.00	0.0%
4120 · Other Income	5,161.87	0.00	5,161.87	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>389,066.93</b>	<b>655,200.00</b>	<b>-266,133.07</b>	<b>59.4%</b>
<b>Expense</b>				
6000 · Manager	47,165.16	55,000.00	-7,834.84	85.8%
6010 · FICA	10,722.41	12,641.00	-1,918.59	84.8%
6020 · State Unemployment Tax	499.98	789.00	-289.02	63.4%
6030 · Retirement	6,353.44	7,810.00	-1,456.56	81.4%
6040 · Health Insurance	4,860.82	12,000.00	-7,139.18	40.5%
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	18,461.70	21,000.00	-2,538.30	87.9%
6080 · Seasonal Labor	0.00	0.00	0.00	0.0%
6090 · Park Maintenance Technician	0.00	0.00	0.00	0.0%
6100 · Lake Patrol	4,287.00	4,800.00	-513.00	89.3%
6110 · Lake Biologist	28,696.00	27,200.00	1,496.00	105.5%
6111 · Dredger	9,198.00	21,900.00	-12,702.00	42.0%
6112 · Dredger (Other)	20,978.38	13,688.00	7,290.38	153.3%
6113 · Assistant Dredger	4,383.00	10,800.00	-6,417.00	40.6%
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	1,107.83	1,300.00	-192.17	85.2%
6180 · Postage	714.62	1,000.00	-285.38	71.5%
6185 · Receipt Books	0.00	0.00	0.00	0.0%
6190 · General Business Supplies	654.74	500.00	154.74	130.9%
6200 · Regular Gas	1,885.39	7,000.00	-5,114.61	26.9%

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Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2015

	Jan - Nov 15	Budget	\$ Over Budget	% of Budget
6210 - Diesel	3,956.95	12,000.00	-8,043.05	33.0%
6220 - Janitorial Supplies	0.00	0.00	0.00	0.0%
6230 - Medical Supplies	0.00	0.00	0.00	0.0%
6240 - Building & Grounds	5,771.48	8,500.00	-2,728.52	67.9%
6250 - Boat/Weed Harvester/Truck	220.57	1,500.00	-1,279.43	14.7%
6251 - Dredging Supplies	8,420.57	19,000.00	-10,579.43	44.3%
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	2,065.00	2,000.00	65.00	103.3%
6300 - Accounting Services	4,950.00	5,400.00	-450.00	91.7%
6310 - Grass	10,875.00	10,875.00	0.00	100.0%
6320 - Attorney	3,919.19	4,000.00	-80.81	98.0%
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	1,096.34	500.00	596.34	219.3%
6370 - Phone, LDT, Pager, E-Mail	2,526.75	2,900.00	-373.25	87.1%
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	385.10	300.00	85.10	128.4%
6420 - Newsletter	0.00	0.00	0.00	0.0%
6430 - Ads	375.43	300.00	75.43	125.1%
6440 - Other	831.06	1,000.00	-168.94	83.1%
6450 - Insurance	41,827.00	43,000.00	-1,173.00	97.3%
6460 - Electric	4,578.45	4,500.00	78.45	101.7%
6470 - Water	607.38	600.00	7.38	101.2%
6480 - Trash	1,042.14	1,500.00	-457.86	69.5%
6490 - Port-O-Lets	2,184.00	2,000.00	184.00	109.2%
6500 - Pump Holding Tank	500.00	400.00	100.00	125.0%
6510 - Building & Grounds Expense	20,619.24	4,000.00	16,619.24	515.5%
6520 - Boat	740.00	1,500.00	-760.00	49.3%
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	964.24	7,000.00	-6,035.76	13.8%
6542 - Equipment Rental	1,440.25	1,500.00	-59.75	96.0%
6550 - Operating Loan	0.00	0.00	0.00	0.0%
6560 - Water Testing	4,185.00	4,500.00	-315.00	93.0%
6570 - Lake Weed Treatment	33,516.10	50,000.00	-16,483.90	67.0%
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	2,290.44	2,300.00	-9.56	99.6%
6610 - Cumulative Maintenance Fund	0.00	5,000.00	-5,000.00	0.0%
6620 - Dam/Spillway Inspection	0.00	0.00	0.00	0.0%
6630 - Spillway Repairs	0.00	0.00	0.00	0.0%

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12/07/15

Accrual Basis

**LAKE LEMON CONSERVANCY**  
**Profit & Loss Budget vs. Actual**  
 January through November 2015

	Jan - Nov 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%
6681 - Disposal Site Preparation	0.00	5,000.00	-5,000.00	0.0%
6682 - Debt Service-Dredging Loan	0.00	46,000.00	-46,000.00	0.0%
6683 - Barge Assembly	0.00	0.00	0.00	0.0%
6670 - Debt Service (Dredging Equip.)	0.00	0.00	0.00	0.0%
6680 - Other Services and Charges	1,017.00	2,000.00	-983.00	50.9%
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	1,519.47	500.00	1,019.47	303.9%
6701 - Barge	0.00	70,000.00	-70,000.00	0.0%
6702 - Push Boat/Motors	0.00	40,000.00	-40,000.00	0.0%
6703 - Excavator	0.00	90,000.00	-90,000.00	0.0%
<b>Total Expense</b>	<b>355,186.62</b>	<b>691,753.00</b>	<b>-336,566.38</b>	<b>51.3%</b>
<b>Net Income</b>	<b>33,880.31</b>	<b>-36,553.00</b>	<b>70,433.31</b>	<b>-92.7%</b>



# *Lake Lemon Conservancy District*

Date: November 30, 2015

## ALLOWANCE OF VOUCHERS

Lance Eberle  
Treasurer

### (Report of Claims)

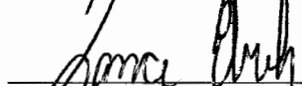
(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.) We have examined the vouchers listed on the foregoing accounts payable voucher register and payroll journal, consisting of 4 pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total of \$9,464.34

Dated this 16<sup>th</sup> Day of December 2015


### Signature of Governing Board

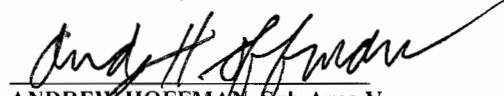
  
PAM DUGAN, CHAIRMAN

  
SUE MILLER, VICE CHAIR

  
LANCE EBERLE, TREASURER

MARTY MANN, Sub-Area III

  
JOHN SCHELL, Sub-Area IV

  
ANDREW HOFFMAN, Sub-Area V

  
MIKE BLACKWELL, Sub-Area VII



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12/07/15

**LAKE LEMON CONSERVANCY**  
**Check Detail**  
**November 2015**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3666	11/6/2015	B & B WATER CORP		1000 - Peoples Sta...		-42.14
				6470 - Water		-42.14	42.14
TOTAL						-42.14	42.14
Check	3667	11/6/2015	LOWE'S COMPANI...		1000 - Peoples Sta...		-244.64
				6240 - Building & G...		-244.64	244.64
TOTAL						-244.64	244.64
Check	3668	11/6/2015	STAPLES CREDIT ...		1000 - Peoples Sta...		-149.99
				6190 - General Busi...		-149.99	149.99
TOTAL						-149.99	149.99
Check	3669	11/6/2015	WATKINS ACCOU...		1000 - Peoples Sta...		-450.00
				6300 - Accounting ...		-450.00	450.00
TOTAL						-450.00	450.00
Check	3670	11/6/2015	SMITH'S IMPLEME...		1000 - Peoples Sta...		-16.07
				6240 - Building & G...		-16.07	16.07
TOTAL						-16.07	16.07
Check	3671	11/9/2015	TODD'S SEPTIC S...		1000 - Peoples Sta...		-200.00
				6500 - Pump Holdin...		-200.00	200.00
TOTAL						-200.00	200.00
Check	3677	11/16/2015	REPUBLIC SERVI...		1000 - Peoples Sta...		-70.36
				6480 - Trash		-70.36	70.36
TOTAL						-70.36	70.36
Check	3678	11/16/2015	COMCAST CABLE		1000 - Peoples Sta...		-208.79
				6370 - Phone, LDT,...		-208.79	208.79
TOTAL						-208.79	208.79

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12/07/15

LAKE LEMON CONSERVANCY  
Check Detail  
November 2015

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	3679	11/24/2015	GRAINGER		1000 · Peoples Sta...		-430.72
					6240 · Building & G...	-430.72	430.72
TOTAL						-430.72	430.72
Check	3680	11/24/2015	ADAM CASEY		1000 · Peoples Sta...		-306.50
					6040 · Health Insur...	-306.50	306.50
TOTAL						-306.50	306.50
Check	3681	11/24/2015	SCI REMC		1000 · Peoples Sta...		-380.95
					6460 · Electric	-380.95	380.95
TOTAL						-380.95	380.95
Check	3682	11/24/2015	VISA		1000 · Peoples Sta...		-834.98
					6700 · Computer E...	-792.98	792.98
					6180 · Postage	-42.00	42.00
TOTAL						-834.98	834.98
Check	3687	11/30/2015	ALL ABOUT BOATS		1000 · Peoples Sta...		-285.00
					6520 · Boat	-285.00	285.00
TOTAL						-285.00	285.00

*Total*

*\$ 3620.14*

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12/08/15

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
**November 2015**

	Casey, Adam W			Hopkins, Joseph S			Nguyen, Christopher X			Snooks, Franklin A			VanTassel, Ja...	
	Hours	Rate	Nov 15	Hours	Rate	Nov 15	Hours	Rate	Nov 15	Hours	Rate	Nov 15	Hours	Rate
<b>Employee Wages, Taxes and Adjustments</b>														
Gross Pay														
Salary			4,000.00			0.00			0.00			0.00		
6110-OVERTIME			0.00			0.00			0.00			0.00		25.50
Reg. Pay-6070			0.00	20	10.50	210.00	25.5	10.50	267.75	5.25	10.50	55.13		
Reg. Pay-6110			0.00			0.00			0.00			0.00	149.75	17.00
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		17.00
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	20		210.00	25.5		267.75	5.25		55.13	149.75	
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	20		210.00	25.5		267.75	5.25		55.13	149.75	
Taxes Withheld														
Federal Withholding			-602.00			0.00			-17.00			0.00		
Medicare Employee			-58.00			-3.04			-3.88			-0.80		
Social Security Employee			-248.00			-13.02			-16.60			-3.41		
IN - Withholding			-128.04			-6.93			-8.84			-1.82		
Hamilton Co			0.00			0.00			0.00			0.00		
Monroe Co.			-42.48			-2.30			-2.79			-0.60		
Total Taxes Withheld			-1,078.52			-25.29			-49.11			-6.63		
Net Pay			2,801.48	20		184.71	25.5		218.64	5.25		48.50	149.75	
Employer Taxes and Contributions														
Federal Unemployment			0.00			0.00			1.61			0.33		
Medicare Company			58.00			3.04			3.88			0.80		
Social Security Company			248.00			13.02			16.60			3.41		
IN - Unemployment Company			0.00			1.50			1.92			0.40		
Total Employer Taxes and Contributions			306.00			17.56			24.01			4.94		

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12/08/15

**LAKE LEMON CONSERVANCY**  
**Payroll Summary**  
**November 2015**

	VanTa...	Walls, Isaac N			WARTHAN, LEVI R			TOTAL		
	Nov 15	Hours	Rate	Nov 15	Hours	Rate	Nov 15	Hours	Rate	Nov 15
Employee Wages, Taxes and Adjustments										
Gross Pay										
Salary	0.00			0.00			0.00			4,000.00
6110-OVERTIME	0.00			0.00			0.00			0.00
Reg. Pay-6070	0.00			0.00			0.00	50.75		532.88
Reg.Pay-6110	2,545.75			0.00			0.00	149.75		2,545.75
Reg.Pay-6111	0.00			0.00	14.5	36.50	529.25	14.50		529.25
Reg.Pay-6112	0.00			0.00		36.50	0.00			0.00
Reg.Pay-6113	0.00	14.5	18.00	261.00			0.00	14.50		261.00
Reg.Pay-6114	0.00		18.00	0.00			0.00			0.00
Reg.Pay-6115	0.00			0.00		36.50	0.00			0.00
Total Gross Pay	2,545.75	14.5		261.00	14.5		529.25	229.50		7,868.88
Deductions from Gross Pay										
Insurance	0.00			0.00			0.00			0.00
Retirement	0.00			0.00			0.00			-120.00
Total Deductions from Gross Pay	0.00			0.00			0.00			-120.00
Adjusted Gross Pay	2,545.75	14.5		261.00	14.5		529.25	229.50		7,748.88
Taxes Withheld										
Federal Withholding	-319.00			0.00			-27.00			-965.00
Medicare Employee	-36.91			-3.78			-7.68			-114.09
Social Security Employee	-157.83			-16.18			-32.82			-487.86
IN - Withholding	-84.01			-8.61			-17.47			-255.72
Hamilton Co	-25.46			0.00			0.00			-25.46
Monroe Co.	0.00			-2.86			-5.52			-56.55
Total Taxes Withheld	-623.21			-31.43			-90.49			-1,904.68
Net Pay	1,922.54	14.5		229.57	14.5		438.76	229.50		5,844.20
Employer Taxes and Contributions										
Federal Unemployment	0.00			1.56			0.00			3.50
Medicare Company	36.91			3.78			7.68			114.09
Social Security Company	157.83			16.18			32.82			487.86
IN - Unemployment Company	0.00			1.86			0.00			5.68
Total Employer Taxes and Contributions	194.74			23.38			40.50			611.13



## *Lake Lemon Conservancy District*

December 16, 2015

### **Renewal Advice for Certificate of Deposit**

<b>Certificate #</b>	<b>Amount</b>	<b>Term</b>	<b>Renewal Date</b>	<b>Fund</b>
371025628*	\$10,000.00	?	12/20/15	Cum Maint.

\*: Interest Deposited into Savings Account

#### **Interest Rates**

Term	Rate (%)
6 Months	0.30
12 Months	0.40
18 Months	0.55
24 Months	0.65



# THE PEOPLES STATE BANK

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

LAKE LEMON CONSERVANCY DIST  
ADAM W CASEY  
7599 N TUNNEL RD  
UNIONVILLE IN 47468-9733

CUSTOMER: 128799

AS OF: 12/07/15

PAGE 1

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24 MONTH CERTIFICATE 371025628

=====

ORIGINAL ISSUE DATE:	12/20/11	INTEREST RATE:	.7000 %
ORIGINAL ISSUE VALUE:	5,000.00	MATURITY DATE:	12/20/15
LAST RENEWAL DATE:	12/20/13	TERM:	24 MONTHS
LAST RENEWAL VALUE:	5,000.00		

\*\*\*\*\*  
\* A P P R O A C H I N G R E N E W A L A D V I C E \*  
\*\*\*\*\*

YOUR CERTIFICATE WILL MATURE ON 12/20/15. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE QUARTERLY. INTEREST WILL BE TRANSFERRED TO SAVINGS ACCOUNT 501426779, AND THE CURRENT BALANCE OF YOUR 24 MONTH CERTIFICATE IS 10,000.00. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 12/20/17.

THE INTEREST RATE UPON RENEWAL OF YOUR ACCOUNT HAS NOT BEEN DETERMINED. THE RATE WILL BE DETERMINED ON 12/20/15. YOU MAY CALL 812-876-2228 OR YOUR LOCAL BRANCH TO OBTAIN THE INTEREST RATE AND THE ANNUAL PERCENTAGE YIELD THAT WILL BE PAID ON YOUR ACCOUNT.



## Transfer of Funds

### Transfer From:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
6662	Debt Service - Dredging Loan	\$43,240.00
	<b>TOTAL</b>	<b>\$43,240.00</b>

### Transfer Into:

<u>Account#</u>	<u>Description</u>	<u>Amount</u>
6110	Lake Biologist	\$3,700.00
6112	Dredger (Other)	\$7,500.00
6114	Asst. Dredger (Other)	\$1,600.00
6120	Season & Launch Permits	\$600.00
6150	Checks	\$25.00
6190	General Business Supplies	\$200.00
6252	Rip Rap / Erosion Control	\$7,750.00
6290	Signs & Nautical Markers	\$65.00
6320	Attorney	\$750.00
6350	Other Professional Services	\$600.00
6380	Travel	\$140.00
6390	Hotel	\$160.00
6410	Subscriptions	\$100.00
6430	Ads	\$150.00
6460	Electric	\$600.00
6470	Water	\$75.00
6490	Port-O-Lets	\$500.00
6500	Pump Holding Tank	\$100.00
6510	Building & Grounds Expense	\$17,000.00
6542	Equipment Rental	\$600.00
6700	Computer Equipment	\$1,025.00
	<b>TOTAL</b>	<b>\$43,240.00</b>



January 1, 2016

# **Business Insurance Consulting and Brokerage Services**

Prepared for  
Lake Lemon Conservancy District

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Presented by:  
Lance Eberle  
CIC, CRM, MBA  
First Insurance Group Inc



# **EXECUTIVE SUMMARY**

## **Our History**

Headquartered in Indiana, First Insurance Group Inc combines leading-edge products and exceptional services to deliver value to our customers. Our offerings include insurance products and risk management services for commercial property and casualty, and specialty coverages.

## **Our Mission**

Our goal is to achieve a long-term relationship focused on bringing value to your risk management and insurance programs. We are committed to utilizing our collective talent to support your risk management and insurance goals. Our range of value-added services includes delivering you custom solutions for all of your risk management needs. We promise to learn all we can about your business so we can provide you with expert recommendations and solutions to minimize exposures.

## **Program Implementation**

First Insurance Group Inc will partner with you by providing ongoing assistance, consultation and service that will help you control your insurance expenses and promote workplace safety.

## **Safety Communications**

First Insurance Group Inc is committed to keeping you and your employees informed. Through our online services, we can provide you with payroll stuffers, workplace posters, ready-to-use employee newsletters, and safety alerts designed to help you control and avoid work-related losses.

Our dedicated staff of professionals will also help you develop and implement safety programs to advance your safety culture to your entire workforce.

<p align="center"><b>LAKE LEMON CONSERVANCY DISTRICT</b></p> <p align="center"><b>COVERAGE SPEC SHEET</b></p>
---

<b>Property Coverage (All per location unless otherwise indicated)</b>	<b>Limit</b>
<i>provided through Bliss-McKnight</i>	
Buildings	\$158,416
Business Personal Property	\$11,702
Deductible (self-insured retention - apply to all coverages)	\$500
Agreed Value	No
Coinsurance	80%
Special Cause of Loss	Included
Replacement Cost	Included
Terrorism Risk	Included
Earthquake/Deductible	Excluded
Flood/Deductible	Excluded
Footings & Foundations	Excluded
<i>Business Income</i>	<i>\$25,000</i>
<i>Accounts Receivable</i>	<i>\$50,000</i>
<i>Reward Coverage</i>	<i>\$10,000</i>
Backup from sewer or drains	\$10,000
Building glass - insured as part of building	Included
Change in temperature/humidity as a result of covered loss	Excluded
Off premises utility services (water, communication, power supply)	Excluded
<i>Debris removal from covered loss</i>	<i>\$25,000</i>
<i>Electronic Data Processing</i>	<i>\$10,000</i>
Fences (within 1,000 feet of premises)	\$1,000
Fine Arts	\$10,000
<i>Fire Department Service Charge</i>	<i>\$10,000</i>
Fire Protection Equipment Recharge	\$5,000
Underground Property	Excluded
<i>Newly Acquired Property - Buildings</i>	<i>\$500,000</i>
<i>Newly Acquired Property - Contents</i>	<i>\$250,000</i>
Ordinance of Law	
Loss to undamaged portion of building	Excluded
Demolition and increased cost construction	Excluded
Outdoor property (trees, shrubs & plants)	\$10,000
Paved Surfaces	Excluded
<i>Personal Effects (\$1,000 theft limit)</i>	<i>\$25,000</i>
<i>Pollutant clean up and Removal</i>	<i>\$25,000</i>
Property Off Premises	\$10,000
<i>Property in Transit</i>	<i>\$25,000</i>
Premises Boundary	100 Feet

<b>LAKE LEMON CONSERVANCY DISTRICT COVERAGE SPEC SHEET</b>
--

**Commercial Auto***provided through Bliss-McKnight*

Liability Symbol	1
Liability Limits	\$1,000,000
Uninsured Motorist	\$1,000,000
Underinsured Motorist	\$1,000,000
Medical Payments	No Coverage
Comp/Collision Deductible	\$250/\$500

**Commercial Umbrella Liability Coverage***provided through Cincinnati Insurance Company*

Liability Limit	\$3,000,000
-----------------	-------------

**Workers Compensation Coverage***provided through Bliss-McKnight*

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

<b>LAKE LEMON CONSERVANCY DISTRICT</b> <b>Statement of Values</b>
--

<u>LOCATION</u>	<u>BUILDING</u>	<u>CONTENTS</u>
7599 N. Tunnel Rd. Unionville, IN (Office)	\$69,557	\$11,702
7599 N. Tunnel Rd. Unionville, IN (Gate House)	\$5,797	\$0
7599 N. Tunnel Rd. Unionville, IN (Storage)	\$27,464	\$0
7599 N. Tunnel Rd. Unionville, IN (Club House)	\$38,209	\$0
7599 N. Tunnel Rd. Unionville, IN (Rest Rooms)	\$17,389	\$0
SUB-TOTALS	\$158,416	\$11,702

**LAKE LEMON CONSERVANCY DISTRICT  
AUTO & INLAND MARINE SCHEDULES**

**Auto Schedule**

- 1 1996 GMC Truck
- 2 1991 SLR Trailer #517294
- 3 1998 Boat Trailer #002669
- 4 1999 Ford F450
- 5 2013 GMC Truck

<b>Inland Marine Schedule</b>	<b>Limit</b>
1 2014 John Deere CX Gator	\$4,793
2 1975 Harris 24' Pontoon	\$3,000
3 1993 Yamaha 4 Stroke Motor	\$1,200
4 1996 Sylvan Runabout Boat	\$4,500
5 Misc Accessories for Patrol Boat	\$1,000
6 3 Section Barge	\$115,000
7 Push Boat	\$42,000
8 Caterpillar Articulating Truck	\$45,000
9 Komatsu Excavator	\$65,000
10 Caterpillar D4C Bulldozer	\$24,000
11 Floating Dock	\$18,000

**Lake Lemon Conservancy District****PREMIUM SUMMARY COMPARISON**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
General Liability	\$18,809	\$19,260	\$19,424
Commercial Property	\$784	\$800	\$816
Inland Marine	\$3,971	\$4,022	\$4,115
Crime-Position Bond	\$250	\$250	\$250
Commercial Auto	\$2,552	\$1,888	\$1,863
Worker's Compensation	\$5,633	\$7,614	\$7,111
Commercial Umbrella*	\$6,742	\$6,742	\$6,742
Directors & Officers Liability*	<u>\$1,251</u>	<u>\$1,251</u>	<u>\$1,251</u>
<b>Total</b>	<b>\$39,992</b>	<b>\$41,827</b>	<b>\$41,572</b>

\* Umbrella and Directors and Officers policy were issued under a 3 year term until 2017

## **AGENT NOTES**

- 1 Equipment floater does cover equipment while waterborne.
- 2 Directors and Officers coverage is for a 3 year term and does not renew until 2017.
- 3 Employment practices coverage is provided through the directors and officers policy.
- 4 Equipment coverage does not provide for retrieval of equipment.
- 5 Travelers declined to quote. Dam exposure and minimum premium for work comp is \$15,000.

## **AGENT RECOMMENDATIONS**

- 1 Pollution liability - pollutant is a substance or energy introduced into the environment that has undesired effects. Pollution liability covers injury to third parties harmed by this effect.
- 2 Cyber liability - general liability excludes coverage for electronic data. Cyber liability provides coverage against this exposure.

## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

## Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Lance Eberle

7675 N. Tunnel Rd Unionville, IN 47468

2. Title or Position With Governmental Entity: Treasurer

3. a. Governmental Entity: Lake Lemon Conservancy District

b. County: Monroe Brown

4. This statement is submitted (check one):

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): First Insurance Group, Inc.

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

Property and casualty insurance, directors and officers insurance. Policy renews  
annually at each year. Change can be made throughout.



7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

I am the agent involved in procuring the insurance for the LLC. I am paid commission for the service, commission equal to 10% of premium for product liability and auto, 15% for directors and officer and umbrella and 5% for well comp. Approximate value is \$21,275.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Elected Official                      Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

12/16/15                      11/1/16  
Date Submitted                      Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: \_\_\_\_\_  
(Signature of Public Servant)

Date: 12/16/15

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R / 6-12) / Form 236  
STATE BOARD OF ACCOUNTS

### Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: John D Schell
2. Title or Position With Governmental Entity: Member of the Board
3. a. Governmental Entity: Lake Lemon Conservancy District  
b. County: Monroe
4. This statement is submitted (check one):
  - a. ☒ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
  - b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Schell Marina LLC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):  
Contract to provide Schell Marina LLC with commissions for sales of LLC boat permits.  
Effective Date: 1/1/16  
Term: 1 year

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

John Schell is a partner in Schell Marina LLC, an Indiana company providing the public with marina services.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)  
\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

\_\_\_\_\_  
Elected Official

\_\_\_\_\_  
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

12/16/15  
Date Submitted (month, day, year)

1/1/16  
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: \_\_\_\_\_

(Signature of Public Servant)

Date: \_\_\_\_\_

11/16/15

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



## *Lake Lemon Conservancy District*

### **APPLICATION FOR 2016 SUBLEASE AGREEMENT**

The undersigned freeholder (sublessee) hereby applies to the Lake Lemon Conservancy District for a Surplus Parcel Sublease Agreement (Attached). A check in the amount of the sublease payment is enclosed along with a signed 2016 Surplus Parcel Sublease Agreement.

The boat(s) to be docked/moored at the sublease site are described as follows:

Owner	Lake Lemon Address	Indiana Boat Registration Number	2015 LLCD Boat Registration Number (if applicable)

I have read the 2016 Surplus Parcel Sublease Agreement, and understand that only boats:  
a.) owned by the freeholder (sublessee) signer of the agreement; b.) boats owned by tenants of sublessee rental property; c.) boats owned by a member of the sublessee's family, who is not a freeholder; and d.) boats owned by short-term renters/guests of sublessee may be moored at the sublease site/dock.

Sublessee Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Mailing Address \_\_\_\_\_  
Street City State Zip Code

Lake Address \_\_\_\_\_  
Street City State Zip Code

Telephone Number \_\_\_\_\_  
Home Lake Cell

Email Address \_\_\_\_\_

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



## *Lake Lemon Conservancy District*

### **2016 SURPLUS PARCEL SUBLEASE AGREEMENT**

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

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

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

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

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

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

#### **I. DEFINITIONS.**

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

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

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

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

3. The term of this Sublease Agreement shall be for the calendar year of execution ending on the 31<sup>st</sup> day of December. The sublease fee for the term shall be \$190.00, discounted to \$150.00 if received at the LLCD Office no later than March 1, 2016. The final due date for sublease fee payment shall be May 31, 2016 after which time the Surplus Parcel may be offered to another freeholder for sublease. SUBLESSEE understands that the Sublease Agreement shall be void if payment is not received by the LLCD and/or if a valid Sublease Agreement is not executed by the parties by the final due date.

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

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

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

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

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

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

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

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

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

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

THE PARTIES, intending to be bound, have executed this **SUBLEASE, RELEASE, HOLD, HARMLESS AND INDEMNIFICATION AGREEMENT**, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SUBLESSEE**

**By:**

\*

\_\_\_\_\_  
(Signature)

\*Name Printed: \_\_\_\_\_

\*Lake Address: \_\_\_\_\_  
\_\_\_\_\_

\*Telephone: \_\_\_\_\_

\*Home Address: \_\_\_\_\_  
\_\_\_\_\_

\*Telephone \_\_\_\_\_

\*Parcel Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAKE LEMON CONSERVANCY DISTRICT**

**By:**

\_\_\_\_\_  
(Signature)

Title: LLCD District Manager

**CITY OF BLOOMINGTON UTILITIES**

**By:**

\_\_\_\_\_  
(Signature)

Name Printed: John Langley

Title: Deputy Director

\* Allow 4-6 weeks for processing.

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

**LLCD**  
**7599 North Tunnel Road**  
**Unionville, IN 47468**

For Office Use Only

\*\*\*\*\*

**Date of Check** \_\_\_\_\_ **Check Number** \_\_\_\_\_ **Check Amount** \_\_\_\_\_

**Sublease Dock Registration Number** \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **2016 COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT**

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

#### **WITNESSETH:**

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

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

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

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

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



2. For calendar year 2016, the Port Hole shall pay a fee to LLCD, as follows:
  - a. \$ 500.00 Commercial Surplus Parcel Sub-Lease Agreement fee.
  - b. The fee shall be paid on a calendar year basis, by March 1<sup>st</sup>.
  - c. Agreement terminates on December 31, 2016.
  - d. All sums due under this paragraph shall be paid to LLCD on or by the due date provided above. After the due date, the amount remaining unpaid, if any, shall be subject to a one and one-half percent (1½%) interest rate, per month, on the balance until paid in full.
3. Port Hole may install one (1) dock accommodating a maximum of four (4) boats.
4. Specific dock location and configuration, signage, lighting, trash receptacles, electricity, walkway improvements, bridges, shall require LLCD approval prior to installation or construction. The erection, planting or construction of tree, vegetation, fixtures, addition or any other permanent improvement to the Surplus Parcel is prohibited without the prior written approval of the LLCD and/or CBU. No shoreline alteration, which includes but is not limited to dredging, seawall construction and shoreline stabilization measures, shall be undertaken without written permission, in advance from the LLCD and/or CBU through its permit process.
5. The Port Hole shall provide LLCD and CBU with a valid and binding Certificate of Insurance by March 1<sup>st</sup> of each calendar year, with coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage and other casualty loss, with such insurance showing LLCD and CBU as additional insureds.
6. In the event of any breach of this Agreement, or breach of other agreement by the Port Hole with the LLCD, and upon giving Ten (10) days written notice from LLCD, this Agreement may be terminated and all rights accorded herein shall terminate upon notice. If the Port Hole sells the real estate on which the Port Hole is located, this Agreement shall terminate on the closing date of the sale. The rights under this Agreement are not transferable or assignable by the Port Hole. The fees paid under the terms of this Agreement are not refundable or prorated in any calendar year. Upon termination, Port Hole shall promptly cause the dock to be removed and the shoreline restored to its condition upon inception of this Agreement, all at its own expense. In the event that Port Hole fails to do so, LLCD may take such steps necessary to remove Port Hole's property and Port Hole shall reimburse the LLCD for the cost of such removal.
7. If CBU or LLCD retains the services of an attorney or collection service to enforce the provisions of this Agreement, including but not limited to payment of amounts due or for any breach of this Agreement, the LLCD or CBU shall be entitled to recover its reasonable attorney fees and the costs of collection from the Port Hole. If the Port Hole fails to pay the annual fee, or any debt owed to LLCD by the Port Hole, a lien shall be recorded against the real estate owned by the Port Hole until said debt is satisfied in full.
8. Port Hole, for itself, its executors, administrators, agents, employees, successors and assigns does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys fees and court costs, which may occur as a result of the use of or access to the real estate and lake, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge LLCD, the CBU, and each of their respective employees, agents, officers, successors and assigns and all other persons and entities associated with LLCD and/or CBU for any such claims, actions, damages,

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

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

THE PARTIES, intending to be bound, have executed this COMMERCIAL SURPLUS PARCEL SUB-LEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PORT HOLE INN, INC:**

**LAKE LEMON CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
Sands & Sands Properties, LLC  
Name Printed: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF BLOOMINGTON UTILITIES**

Telephone: \_\_\_\_\_

By: \_\_\_\_\_  
John Langley, Assistant Director

For Office Use Only

\*\*\*\*\*

Date of Check \_\_\_\_\_ Check Number \_\_\_\_\_ Check Amount \_\_\_\_\_

Sublease Dock Registration Number \_\_\_\_\_



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 16<sup>th</sup> day of December, 2015, by and between the Lake Lemon Conservancy District ("LLCD") First Insurance Group, located at 1405 N. College Avenue, Bloomington, Indiana 47404 ("First Insurance").

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

1. Description of Services. First Insurance shall provide professional services as an insurance agent for LLCD. Such services shall be provided as requested by LLCD and agreed upon by First Insurance throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2016 to December 31, 2016, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

4. Payment for Services. As payment for the services rendered as an independent contractor pursuant to this Agreement, LLCD shall pay to First Insurance approximately \$41,572.00 in 2016 premiums. First Insurance is to provide notice to the LLCD Board of any premium changes throughout the term of the Agreement.

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

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

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

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

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

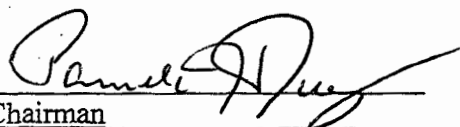
9. Venue and Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Indiana, and the Monroe Circuit Court, Bloomington, Indiana, 47404, shall have exclusive jurisdiction over disputes arising hereunder.

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

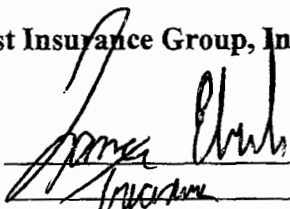
11. Non-Waiver. The failure of any party to insist upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

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

**Lake Lemon Conservancy District:**

By:   
Its: Chairman

**First Insurance Group, Inc.**

By:   
Its: Insurance

356685



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 16<sup>th</sup> day of December, 2015, by and between the Lake Lemon Conservancy District ("LLCD") Watkins Accounting, located at 117 E. 19<sup>th</sup> Street, Suite 1, Bloomington, Indiana 47408 ("Watkins").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2016 to December 31, 2016, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

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

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

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

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

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

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

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

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

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

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

**Lake Lemon Conservancy District:**

By: \_\_\_\_\_  
Its: Chairman \_\_\_\_\_

\_\_\_\_\_  
Shirley Watkins, CPA

356682/11820-72



## *Lake Lemon Conservancy District*

### **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 16<sup>th</sup> day of December, 2015, by and between the Lake Lemon Conservancy District ("LLCD") and CARMINPARKER, PC, located at 116 West 6<sup>th</sup> Street, Suite 200, Bloomington, Indiana 47404 ("CARMINPARKER").

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

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

2. Term. The term of this Agreement shall be for a period of one (1) year from January 1, 2016 to December 31, 2016, unless sooner terminated as provided herein. This Agreement will renew automatically each calendar year unless a party gives written notice to the other party thirty (30) days prior to the renewal term.

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

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

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

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

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

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

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

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

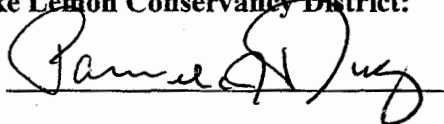
10. Entire Agreement. This Agreement constitutes the entire contract between the parties. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement, or may modify, enlarge, or invalidate this Agreement or any provisions of it. This Agreement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

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

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

**Lake Lemon Conservancy District:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**CARMINPARKER, PC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

393910/11820-72





*Financial Institution Division*

COMPLETE TRANSACTION MANAGEMENT

## **MERCHANT SERVICES RETAIL PROPOSAL**

### **SOLUTIONS TO SIMPLIFY PAYMENT PROCESSING**

We make bank card processing more efficient and productive to give your business the competitive advantage. Whether it's a credit card, debit card, check conversion, gift or loyalty card, we make the process quick and easy.



#### **COMPLETE TRANSACTION MANAGEMENT**

You will receive quality customer service and an unbeatable equipment warranty. We provide the best available technology, security, and communication in the merchant services industry nationwide to keep you Payment Card Industry (PCI) Compliant, while retaining the traditional personal service that most credit card processors have forgone.

When it comes to payment solutions for your business, service and value are the key components! We will provide you with the personal service and support you expect/need to operate and grow your business. As part of our service, you will receive installation and training instructions to deploy the full line of transaction payment options currently offered. You will also receive customer support 24/7, 365 days a year.

#### **SOLUTIONS TO SIMPLIFY PAYMENT PROCESSING:**

- Bank Card Services
- Mobile Solutions
- Wireless Solutions
- Virtual Terminal/ Web-Enabled
- Purchasing & Commercial
- Hospitality Solutions
- Medical Billing
- Online Reporting

#### **Say goodbye to many of the fees commonly charged by other processors!**

- No PCI Compliance or Non-Compliance Fees
- Equipment Warranty included at No Cost
- No Monthly Minimums
- No Annual or 'Club' Fees
- No Setup Fees
- No Programming Fees



**GET SETUP TODAY!**

**Jim Cheers | (330)507 2890**

# MERCHANT SERVICES PROPOSAL

## FOR Lake lemon

### CARD PRESENT PACKAGE

Applies for a Retail, Restaurant, or Service where 70% or more of transactions are card present and swiped through a terminal or point-of-sale device.

CARD TYPE	DESCRIPTION	PROCESSING RATE (per transaction)
Debit Qualified Rate	Full magnetic debit card stripe read	1.40%
Credit Qualified Rate	Full magnetic credit card stripe read	1.84%
Credit Mid-Qual Rate	Key-entered transaction	2.89%
Credit Non-Qual Rate	Business, Rewards, Purchasing Cards	3.54%
International	Applies to international and foreign cards	Rate above plus 1.15% + \$0.20
American Express	Discount	2.89% plus \$0.10
American Express	Prepaid Discount	1.95% plus \$0.20

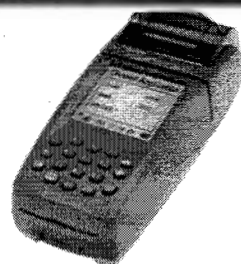
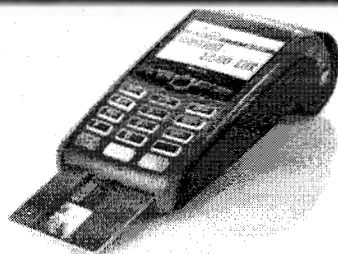
AUTHORIZATION FEES (per transaction)	
Visa / MasterCard / Discover	\$0.27
All Other Cards	\$0.20
Visa APF and MasterCard NABU Fee	\$0.02
PIN Based Debit	IPT plus \$0.25
MONTHLY FEES	
Monthly Service	\$11.50
PCI Compliance	\$0.00
Minimum	\$0.00
Wireless	N/A
PER OCCURRENCE	
Chargeback	\$15.00
Retrieval Request	\$15.00
Annual Fee	\$0.00
Early Termination Fee	\$50.00
Reprogramming Fee	\$0.00

Rates are accurate as of **4/9/2015** and are guaranteed for 90 days with the exception of documented Increases in Interchange, Association, or Processing fees from Visa/MasterCard or Priority Payment Systems.

Ready for the next step?

Jim Cheers | (330) 507 2890

# EQUIPMENT PRICING



## Ingenico iCT220

- Offers EMV chip and PIN, magstripe & NFC/contactless payments
- Compact payment device uses minimum countertop space, small and light, easy to handle
- Meets highest security requirements, PCI Compliant
- Connectivity: high speed modem and Ethernet

TERMINALS	PRICE	RENTAL	LEASE
Ingenico iCT220 - Dual Comm, EMV and NFC Ready — New	\$295.00	\$25.00	\$25.00
Ingenico iPP310 - Smart EMV/NFC/Tag PCI Compliant PIN pad	\$199.00	\$15.00	\$15.00
VeriFone/Nurit 8020 Wireless (GRPS only)	\$849.00	N/A	\$49.00

Pricing includes mandatory SIM card for wireless terminals.

ACCESSORIES	PRICE	RENTAL	LEASE
Mobile Card Swipe - Apriva Rambler II	\$33.00	N/A	N/A
* First mobile card swipe is loaned at no charge! Each additional card reader is priced at \$33.00.			
SIM card for wireless terminals (price includes SIM Card and activation)	\$49.00	N/A	N/A
WebPass Card Swipe – PCI/DSS Compliant	\$125.00	N/A	N/A
Check Reader – Magtek MICR	\$249.00	\$19.00	\$15.00
Check Imager – RDM 6004	\$499.00	N/A	\$19.00
Manual Imprinter	\$25.00	N/A	N/A

The list above is meant as a guide, PPS FI can support or purchase most equipment options in the market. This page represents the current pricing and is subject to change.

- Rental is month-to-month, and equipment must be returned or can be purchased, upon merchant leaving our program. If equipment is not returned or purchased, PPS FI will charge the purchase price on the cancellation form.
- All leases are 48 months.
- Financial Institution is entitled to assess markup to these fees.

## EQUIPMENT WARRANTY

We will support Point of Sale stand-alone terminals that your business uses to process credit card transactions. Our service includes an equipment warranty at no additional charge for any equipment that you purchase, rent, or lease from PPS FI. The warranty covers equipment shipping, troubleshooting, and replacement of your existing equipment from PPS FI. If your PPS FI terminal breaks, we will exchange it at no cost to you for as long as you continue to process with us (*upgrade fees are additional and the warranty does not include wireless terminals from newly boarded accounts*). If merchant's equipment was not provided by PPS FI, the technician will be able to make merchant aware of any replacement fees.

REV3.15

**GET SETUP TODAY!**

**Jim Cheers (330) 507 2890**



Next Generation Bank Card Solutions

## MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship The Peoples State BankAssociation The Peoples State BankSales Rep Name James CheersApplication Date 11/30/2015

## 1. GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION 3. BUSINESS STRUCTURE Page 1 of 4

Client's Business Name (Doing Business As) Lake Lemon Conservancy District			Client's Corporate/Legal Name (Must match IRS income tax filing) Lake Lemon Conservancy District		
Location Address 7599 North Tunnel Rd.			Corporate Address (If Different Than Location) 7599 North Tunnel Rd.		
City Unionville	State IN	Zip 47468	City Unionville	State IN	Zip 47468
Location Phone 812-334-0233		Location Fax 812-335-0038	Contact Name Adam Casey		Contact Phone 812-334-0233
Customer Service Phone			Business Email manager@lakelemon.org		D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing) XXXXXX76		Tax Type EIN
Multiple locations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if Yes, enter # of locations			Tax Filing Name Lake Lemon Conservancy District		
Additional location to existing MID			Date Business Started 05/1996		
Send retrieval/chargeback requests to <input checked="" type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address			Length Current Ownership 0 Years 0 Months		
Send monthly merchant statements to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address <input checked="" type="checkbox"/> Do Not Mail					
Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Govt. (Local/State/Federal) <input checked="" type="checkbox"/>			501c/Tax Ex. <input type="checkbox"/> State Filing: IN		
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)			NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part III, Section A.3 of your Program Guide for further		

## 4. OWNERS/PARTNERS/OFFICERS 5. TRADE REFERENCE

OWNER/PARTNER/OFFICER 1			OWNER/PARTNER/OFFICER 2			TRADE REFERENCE		
Name Adam W. Casey			Name			Business Name The Peoples State Bank		
Title Managing Member			Title			Business Address		
% Ownership 51 %			% Ownership					
Home Address 7599 North Tunnel Rd.			Home Address			City State Zip		
City State Zip Unionville IN 47468			City State Zip			Contact Shirley Gross		
Telephone 812-334-0233			Telephone			Telephone 812-333-4228		
Social Security # XXX-XX-XX32			Social Security #			Account #		
Date of Birth 7/4/1986			Date of Birth					
Email Address			Email Address					

Patriot Act Notice: To fight the funding of terrorism and money laundering, we are required to obtain, verify and record information that identifies each person (including business entities) who opens an account. To allow us to identify you, we will ask for your name, physical address, date of birth, and taxpayer id and may ask for other information such as your driver's license or other documents.

Prior Bankruptcies? Yes ☒ No ☐ Business and/or Personal Date Discharged:

## 6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION

Business Type: <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Internet <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Government			
<input type="checkbox"/> Petroleum <input type="checkbox"/> Utilities <input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> QSR <input type="checkbox"/> Charity/Non Profit <input type="checkbox"/> B2B <input type="checkbox"/> Other			
Requested Monthly Payment Card Volume \$5,000.00		Card Present Swiped 100 %	Sales to Consumers 100 %
Requested Average Payment Card Ticket \$10.00		Card Present Not Swiped 0 %	Sales to Business 0 %
Requested Highest Payment Card Ticket \$200.00		MOTO 0 %	Sales to Govt. 0 %
Seasonal Merchant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (circle open months if yes) J F M A M J J A S O N D		Internet (Ecommerce) 0 %	Days to Delivery
		Prior Processor	None
Description of products or services sold Recreation Facility/Boat Passes/ Park Entry Fees			
Describe your return policy			

## 8. BANKING ACCOUNT INFORMATION

Deposit Bank Name The Peoples State Bank	Routing# XXXXXXX14	Account# XXXX43
Fees Bank Name The Peoples State bank	Routing# XXXXXXXXXXXXXXXXXXXXXXX	Account# XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX



## 9. SERVICE ACCEPTANCE AND FEE SCHEDULE

Page 2 of 4

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

☒ Visa Credit    ☒ Visa Non-PIN Debit    ☒ MasterCard Credit    ☒ MasterCard Non-PIN Debit    ☒ Discover Network    ☒ American Express    ☐ PIN Debit

Select V/MC/Discover Network Discount Plan: (Based on Gross Sales Volume)

☒ Tiered Basic    ☐ Flat Rate  
☐ Pass Through I/C

Select PinDebit Discount Plan:

☐ Pin Debit Network Fee Pass-through +  % Markup
Discount Payment Method: ☐ Daily    ☒ Monthly
 Assessments: ☒ Included    ☐ Bill Separately  
 (If Pass Through I/C - Assessments **MUST** Bill Separately)

 Brand Fees: ☐ Included    ☒ Bill Separately  
 (If Pass Through I/C - Brand Fees **MUST** Bill Separately)

## Discount Fees

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
MasterCard			Visa			Discover Network		
Credit Qualified	1.84%	\$0.05	Credit Qualified	1.84%	\$0.05	Credit Qualified	1.84%	\$0.05
Credit Mid-Qualified	2.89%	\$0.10	Credit Mid-Qualified	2.89%	\$0.10	Credit Mid-Qualified	2.89%	\$0.05
Credit Non-Qualified	3.54%	\$0.10	Credit Non-Qualified	3.54%	\$0.10	Credit Non-Qualified	3.54%	\$0.05
Credit International Qualified	2.99%	\$0.25	Credit International Qualified	2.99%	\$0.25	Credit International Qualified	2.99%	\$0.25
Credit Business Qualified	3.54%	\$0.10	Credit Business Qualified	3.54%	\$0.10	Credit Business Qualified	3.54%	\$0.05
CheckCard Qualified	1.40%	\$0.00	CheckCard Qualified	1.40%	\$0.00	CheckCard Qualified	1.40%	\$0.00
CheckCard Mid-Qualified	2.45%	\$0.00	CheckCard Mid-Qualified	2.45%	\$0.00	CheckCard Mid-Qualified	2.45%	\$0.00
CheckCard Non-Qualified	3.10%	\$0.00	CheckCard Non-Qualified	3.10%	\$0.00	CheckCard Non-Qualified	3.10%	\$0.00
Debit International Qualified	2.55%	\$0.20	Debit International Qualified	2.55%	\$0.20	Debit International Qualified	2.55%	\$0.20
Debit Business Qualified	3.10%	\$0.00	Debit Business Qualified	3.10%	\$0.00	Debit Business Qualified	3.10%	\$0.00
Credit Pass Through IC	0.00%	\$0.00	Credit Pass Through IC	0.00%	\$0.00	Credit Pass Through IC	0.00%	\$0.00
CheckCard Pass Through IC	0.00%	\$0.00	CheckCard Pass Through IC	0.00%	\$0.00	CheckCard Pass Through IC	0.00%	\$0.00

Voyager    0.00%    \$0.00

All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, et al.

## American Express

OptBlue			Amex Direct		
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue Monthly Card Volume	\$5,000.00	Order New    Use Existing  CAP # _____ Existing SE # _____ Monthly flat fee of \$7.95 or Discount Rate may apply
Credit Qual	0.00	\$0.00	OptBlue Average Card Ticket	\$10.00	
Credit Mid-Qual	0.00	\$0.00	OptBlue Highest Card Ticket	\$200.00	
Credit Non-Qual	0.00	\$0.00	SE # _____		
Credit Pass Through IC	0.30	\$0.00	Select OptBlue Discount Plan:		
ERR	0.00	\$0.00	<input type="checkbox"/> Tiered Basic <input type="checkbox"/> Flat Rate <input checked="" type="checkbox"/> Pass Through I/C <input type="checkbox"/> Enhanced Recover Reduction (ERR)		

Fee applies to all American Express Programs.

\*0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.

An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting &amp; Recreation Camps (MCC 7032), Elementary &amp; Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

By checking this box, you opt out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect

## Authorization Fees

## Monthly Fees

Visa/MC/Discover Network	\$0.27	Electronic AVS	\$0.00	Monthly Minimum	\$0.00	Industry Compliance	\$0.00
Amex/Fleet/Other	\$0.20	Voice Authorization	\$1.00	Wireless Fee	\$0.00	Monthly Service Fee	\$11.50
Pin Debit Authorization	\$0.00	Voice AVS	\$3.00	PIN Debit Fee	\$0.00		
EBT Authorization	\$0.00			Industry Non-Compliance	Up to \$19.95		

(if applicable per Section 4.8 of the Merchant Program Guide)

## Miscellaneous Fees

## MX Merchant Fees

Sales Transaction Fee (All card types)	\$0.00 (per item)	Chargeback Fee	\$0.00 (per occurrence)
Return Transaction Fee (All card types)	\$0.00 (per item)	Retrieval Fee	\$0.00 (per occurrence)
Batch Fee	\$0.27 (per item)	Annual Fee	\$0.00
ACH Reject Fee	\$25.00 (per occurrence)	Annual Fee Bill Month	

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a **\$270.00** early termination fee in accordance with Part III, Section A.3 of the Merchant Program Guide.

## 10. OTHER CARD TYPES

Page 3 of 4

Accept EBT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Order Voyager	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Order Check Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Accept EBT Cash Benefit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Order Wright Express	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Must attach addendum with app copy)	
		(Must attach Wright Express application and Debranding letter with app copy)		Order Gift Card	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
				(Must attach addendum with app copy)	

## 11a. EQUIPMENT / PROCESSING METHOD

No	Equipment Type	Product Name	Deployment	Deployed By	IP Connection	Platform
1	VAR	3Delta	Existing	Sales Rep	No	Omaha
2	Terminal	Ingenico ICT220	Existing	Sales Rep	No	
Autoclose at: 11:00 PM		Need Purchasing Cards / Invoice #	Need AVS / CVV2 / Order #			

## \*Manufacturer/product/version of PC/Internet Software

Prior Security Breach? ☐ Yes ☒ NoDo you use any third party to store, process, or transmit cardholder data? ☐ Yes ☒ No

If yes, give name/address:

## 11b. CARD NOT PRESENT INFORMATION

If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.

1. Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.

2. If Internet, please check your type of business:

☐ Web Hosting    ☐ Domain Registration    ☐ Web page Design    ☐ Auction    ☐ Internet Service Gateway  
☐ Selling Digital Service    ☐ Advertisement    ☐ Selling Hard Goods    ☐ Other: \_\_\_\_\_

If using the Internet, list encryption method, vendor, and controls used to secure transaction information

3. How will the product be advertised or promoted?

4. Billing Methods: (Check all that apply)

☐ Monthly -    ☐ Yearly -    ☐ Quarterly -    ☐ One Time -    ☐ Hourly -

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:

7. Please describe how a sale takes place from beginning of order until completion of fulfillment:

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) \_\_\_\_\_

Signature X \_\_\_\_\_

## 12b. Annotation

## 13. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version PPS0714) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement and the American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the American Express Card Acceptance Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and SYNOVUS Bank ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize PRIORITY and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PRIORITY and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the Application, the entity will be the Agreement and materials welcoming it, either to AXP's program for PRIORITY to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the PRIORITY servicing program, the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Social Security numbers are classified as "Confidential" information under the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know" in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic, and procedural safeguards, and must be stored, transmitted, and disposed of in accordance with the provisions of the Information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by PRIORITY.

I authorize and direct PRIORITY, BANK and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

Client's Business Principal / Officer

Signature:

Title: Managing Member

Date:

Print Name of Signer:

Signature X \_\_\_\_\_ Title \_\_\_\_\_

**Personal Guarantee** The undersigned guarantees to PRIORITY and BANK the performance of the Agreement, and First Data Lease if applicable, and any addendum thereto by Client, including payment of all sums due and owing and costs associated with the enforcement of the terms thereof. PRIORITY and BANK shall not be required to first proceed against the Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of PRIORITY or BANK. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

**Personal Guarantee**

Signature:

Print Name:

Date:

**Personal Guarantee**

Signature X \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Accepted By

Priority Payment Systems, LLC

Synovus Bank

## PART IV: CONFIRMATION PAGE

PROCESSOR Name: Priority Payment Systems  
INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246  
URL: www.prioritypaymentsystems.com/manuals/TSYS0713programguide.pdf Customer Service #: 1-877-544-7626

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information."
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-544-7626, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.

### 11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Esquire Bank.

The Bank's mailing address is 320 Old Country Rd, Garden City, NY 11530, and its phone number is (516) 535-2002.

#### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserves that are derived from settlement.

#### Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.
- e) Retain assigned copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/htm>

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPSTSYS0713] consisting of 35 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:  
[www.prioritypaymentsystems.com/manuals/TSYS0713programguide.pdf](http://www.prioritypaymentsystems.com/manuals/TSYS0713programguide.pdf)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.**

Client's Business Principal:  
Signature (Please sign below):

X \_\_\_\_\_

Please Print Name of Signer

Title \_\_\_\_\_

Date \_\_\_\_\_

TSYS0713

#



## **EQUIPMENT PURCHASE AGREEMENT**

**THIS EQUIPMENT PURCHASE AGREEMENT** is entered into this **16th** day of **December**, 201\_\_, by and between J&J Boatworks, Inc. ("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 Indiana Code Title 5, Article 22—invited quotes from multiple bidders concerning the purchase of equipment for use in the care and maintenance of Lake Lemon, *to wit*: a Mechanical Barge. The text of said invitation for quotes is attached hereto as **Exhibit A**.

WHEREAS, Seller timely submitted a bid in response to the invitation for quotes issued by LLCD.

WHEREAS, LLCD has reviewed all quotes received through the invitation process and elected to award the bid to Seller.

WHEREAS, LLCD desires now to set forth the terms and conditions of the purchase of equipment from Seller upon the terms and conditions set forth in the invitation for quotes, Seller's bid, 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 Seller hereby agree:

1. **Sale and Purchase of Equipment.** Seller 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.** On or before May 1, 2016, Seller shall complete all of the following steps: (a) design, build, obtain, compile, and/or construct all of the Assets described in **Exhibit B** hereto, and (b) deliver said Assets to LLCD's premises at Riddle Point on Lake Lemon in Unionville, Indiana. At least twenty (20) days prior to delivery, Seller shall call the LLCD Lake Manager at 812-334-0233 to arrange a mutually-acceptable delivery date and time. During the ensuing twenty (20) days prior to delivery, LLCD shall, upon providing 24-hours prior notice to Seller, have the right to inspect the Assets at Seller's premises during normal business hours. Upon delivery, set up of the Assets shall be the responsibility of LLCD; however, upon request from LLCD, Seller

shall provide instructional help to LLCD for the set up of the Assets. Seller shall deliver all Assets in "Plug and Play" condition—meaning that the Assets will work as soon as they are connected and/or assembled by LLCD, without further reconfiguration or adjustment by LLCD.

3. Purchase Price and Manner of Payment. The Purchase Price shall not exceed One Hundred Thirty-Five Thousand Three Hundred Fifty Dollars (\$135,350.00). Of that Purchase Price, LLCD shall pay \$90,800.00 at the time that this Agreement is executed by both parties. LLCD shall then pay the remaining balance of \$44,550.00 when Seller notifies LLCD that all construction of the Assets has been completed (before the Assets will be loaded for shipping). All payments from LLCD to Seller shall be made in the form of a wire transfer. Notwithstanding the foregoing, in the event that Seller fails to deliver timely the Assets to LLCD on or before May 1, 2016 as set forth in Section 2 above, then LLCD may, at its election, terminate this Agreement with no obligation to pay Seller, and Seller shall immediately refund to LLCD any monies that LLCD has paid pursuant to this Agreement.
4. Shipping and Shipping Costs. The Purchase Price set forth in the preceding paragraph does not include the costs necessary to ship the Assets to LLCD's premises. All shipping and freight costs shall be the responsibility of LLCD. It shall be Seller's responsibility, however, to contact the shipping company and make arrangements for the shipment. At least twenty (20) days prior to delivery, Seller shall obtain from the shipping company a quote or estimate of the shipping costs and notify LLCD of said quote/estimate. In the event that LLCD determines that said quote/estimate is too costly, LLCD shall have the right to seek quotes from and/or make arrangements with a different shipper. Whichever shipping company is chosen pursuant to this paragraph, LLCD and Seller shall ask said shipper to send its invoice for the delivery to LLCD.
5. Instruments of Transfer; Manufacturer's Warranties. Upon delivery, Seller shall transfer to LLCD the Assets, in excellent working condition, free and clear of all liens and encumbrances. Seller 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, Seller 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 Seller to LLCD. Upon delivery, Seller shall also transfer to LLCD any and all manufacturer's warranties that apply to the Assets and/or any portion(s) or component(s) thereof.
6. Further Assurances; Best Efforts. Continuing even after the payment by LLCD to Seller of the full Purchase Price and the delivery of the Assets by Seller to LLCD, Seller will execute and deliver all such other and additional instruments, notices, releases, undertakings, consents, manufacturer's warranties, 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. Seller will use its best efforts, now and in the future, to enable LLCD to succeed to the purchased Assets. Seller 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 and/or manufacturer's warranty cannot fully and effectively be transferred to LLCD without the consent of a third party or parties, Seller thereafter shall be obligated to use its best efforts to assist LLCD in obtaining the benefits of such purchased asset and/or manufacturer's warranty.

7. 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. Seller shall pay all personal property and inventory taxes, if any, which are due and owing on the Assets through the date of delivery.
  - c. Seller 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. Seller represents and warrants that the Assets shall be merchantable and fit for the ordinary and customary purposes for which such goods are used.
  - e. Seller owes no obligations and has contracted no liabilities which may affect the consummation of the sale of the Assets or increase LLCD's cost.
  - f. Seller 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.
  - g. Seller has not entered into any other contract to sell the Assets or any portion thereof.
  - h. Seller 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 Seller 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.
  - i. All information provided to the other party is complete and accurate and contains no material omissions or misrepresentations.
8. Express Contingency on LLCD's Performance. As required by Indiana Code § 5-22-17-3(d), LLCD's payment and performance obligations under this Agreement are subject to the appropriation and availability of funds.

9. Nature of Relationship. The parties herein agree that Seller 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, Seller 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. Seller shall not have any right to make contracts or commitments for or on behalf of LLCD, and Seller shall not have any right to act in any manner as a representative of LLCD. Seller's personnel will at all times serve as employees, agents, and/or contractors of Seller, not of LLCD.
10. Insurance. At all times beginning with the execution of this Agreement and continuing until the close of business on the date of delivery, Seller shall maintain in place a policy (or policies) of insurance providing coverage for the Assets, the delivery of the Assets, and/or any work to be performed by Seller pursuant to this Agreement. Said insurance policy shall provide for the full replacement value of the Assets and 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. Upon the request of LLCD, Seller shall provide a copy of all applicable insurance policies and/or declarations pages to LLCD.
11. Risk of Loss. Seller shall bear the risk of loss on the Assets until the close of business on the date of delivery. If all or any part of the Assets are materially damaged or destroyed prior to the close of business on the date of delivery, then LLCD shall, at its option, have the right to take any of the following steps: (1) reject the assets and terminate this Agreement, at which point Seller shall refund to LLCD any and all monies paid by LLCD, and Seller shall retain the right to make any claim against Seller's insurer, or (2) accept the assets and complete payment of the Purchase Price, at which point Seller shall assign to LLCD any and all right to make a claim against Seller's insurer for the damage or destruction of the Assets.
12. Indemnification. Seller shall defend and save LLCD harmless from and against any and 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 delivery of the assets, and/or the instructional help provided by Seller to LLCD for the set up of the Assets (as described in paragraph 2 above) that arise from or that are related to any action, inaction, or event that occurs on or prior to the date of delivery. Seller 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.

13. 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.
14. Prohibition against Assignment. Seller's obligations hereunder are personal and may not be assigned or transferred without the prior written consent of LLCD.
15. Survival. All representations, covenants, and warranties made by Seller shall survive the delivery of the equipment and any payment by LLCD.
16. 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.
17. Invitation for Quotes and Seller's Bid. The parties acknowledge that this Agreement arises out of the invitation for quotes issued by LLCD containing certain, specific terms and conditions for performance by Seller, and out of Seller's bid submitted in response thereto. To the extent that any provision of the invitation for quotes and/or Seller's bid conflicts with a provision of this Agreement, the provisions of this Agreement shall prevail.
18. Notice. 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 Seller: J&J Boatworks, Inc.

Attn: \_\_\_\_\_  
7099 N. Scotts Ridge Road  
Madison, Indiana 47250

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

19. 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. Time is of the essence for this Agreement.
- d. 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.
- e. 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.
- f. This Agreement may be executed in multiple counterparts, each of which shall be treated as an original.
- g. 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.

*[Remainder of page intentionally left blank.]*


*[Signatures on following page.]*

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

SELLER:

J&J Boatworks, Inc.

Date: 12-3-15

By:   
Title: C.E.D. owner

BUYER:

Lake Lemon Conservancy District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

394006 / 10821-86

### Exhibit A

Thanks for the taking the time to prepare a quote for a 20' x 40' x 5' mechanical sediment removal barge. Details are below. If you have any further questions please do not hesitate to call or email. Please provide quote by Friday October 16, 2015.

#### 20 x 40 x 5' Barge

- (2) 10 x 40 x 5' sections pinned together
- Standard Front Rake
- ¼" plating throughout
- ½" plating under rock/mud box and on front rake
- 30-40 cubic yard Mud/Rock Box (or as large as possible)
- (2) 12 x 12" spud wells with two hydraulic winches
- 4 x 4 x 7' Pilot House
- (2) 150 HP Outboards
- (2) Jack Plates with Motor Mounts
- Steering Controls, Fuel Lines, Fuel tank

Note: Excavator size - 18,000 – 20,000 lbs

Thanks,  
James Van Tassel  
812-334-0233

LLCD  
7599 N. Tunnel Rd.  
Unionville, IN 47468



Exhibit B

(see attached)

# J&J BOATWORKS, INC.

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

Date:11-23-15

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

CUSTOMER NAME: Adam Casey

Lake Lemon Conservancy District

812-334-0233

Unionville, IN. 47469

## **PURCHASE AGREEMENT** [manager@lakelemon.org](mailto:manager@lakelemon.org)

QUANTITY	MODEL NUMBER/DESCRIPTION	UNIT	AMOUNT
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
	20' Wide, 17' Long, back and the sides is 4' Tall		
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 spudwells 42" above deck	\$ 1,850.00	\$ 7,400.00
2	10" Square spuds 16' long point, cross bar	\$ 1,200.00	\$ 2,400.00
4	Pierce PS654-8HK Winches installed	\$ 1,750.00	\$ 7,000.00
1	Twin Yamaha 150hp. Turnkey	\$ 39,500.00	\$ 39,500.00
	Yamahases comes with full factory warranty		
2	Porta Jacks installed	\$ 6,750.00	\$ 6,750.00
	SOLD F.O.B. Canaan, IN.47224	TOTAL	\$ 135,350.00

Thanks for choosing J&J BoatWorks, Inc., and our CUSTOM barges.

We will require the Yamaha engine package, and the Porta Jacks to paid for in full up front since we have to buy those direct, and 50% down on remaining balance in the form of a wire transfer, and the balance is due in full upon completion, and before barges are loaded for delivery.

This Job will take approximately 4-6 weeks to complete depending on our current work schedule at time of receiving down payment, and the lead time on the Porta Jacks.

If these terms are agreeable, please sign below and email us a scanned copy.

This agreement becomes a contract when you send your down payment.

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

Joe Breeck

## J&J BOATWORKS, INC.

Signature \_\_\_\_\_

Signing on Begalf of **Lake Lemon Conservancy District**

# **J&J BOATWORKS, INC.**

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

Date:11/23/15

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

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Lake Lemon Conservancy District  
Unionville, IN. 47469

812-334-0233

## **INVOICE FOR PAYMENT**

ATTN: Adam Casey  
[manager@lakelemon.org](mailto:manager@lakelemon.org)

**Total amount of Contract**                      \$ 135,350.00

1	<b>YAMAHA PACKAGE</b>	<b>Due</b>	<b>\$ 39,500.00</b>
1	<b>PORTA JACKS</b>	<b>Due</b>	<b>\$ 6,750.00</b>
	<b>50% DOWN ON BARGES</b>	<b>Due</b>	<b>\$ 44,550.00</b>

**BENEFICIARY BANK NAME:**

**MAIN SOURCE BANK**

**BENEFICIARY BANK ADDRESS:**

**501 CLIFTY DR. MADISON, IN. 47250**

**BENEFICIARY BANK ROUTING NUMBER**

**074903308**

**BENEFICIARY BANK ACCOUNT NUMBER**

**7252945**

**BENEFICIARY BANK ACCOUNT NAME:**

**J&J BOATWORKS**

**BENEFICIARY BANK TELEPHONE NUMBER**

**1-812-265-3837**

**Total Due      \$ 90,800.00**

Here is the invoice for the down payment, I will send pics of the barges as they are being built, and pics of them completed with final invoice for final 50% on the job. Please email or call if you have any questions on our invoice, or payment requirements.

Thanks again,

Joe Breeck

**J&J BOATWORKS, INC.**