



GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 14, 2017

The Goshen Redevelopment Commission will meet on February 14, 2017 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. OPEN PROPOSALS

- a. Proposals for Creative Arts Coordinator

4. PRESENTATION

- a. Appointment of Felipe Merino
- b. Goshen Theatre

5. OLD BUSINESS

- a. Resolution 11-2017 - Ratify John Ward Contract Lincoln Ave. & Steury Ave. Intersection Improvements & Storm Water Basin
- b. Resolution 12-2017 - Ratify Contract with Jerry Reed Excavating for Demolition Project at 311 East Kercher Rd
- c. Resolution 17-2017 - Approval of Agreement with Abonmarche Consulting to update the Dierdorff Rd and Ardmore Ct Intersection Design

6. NEW BUSINESS

- a. Resolution 13-2017 - Approve and Authorize Execution of Indemnity Agreement with Goshen Band Boosters for use of Real Estate
- b. Resolution 14-2017 - Approve Request from Engineering to Advertise for Bids for the CR 40 and US Hwy 33 Water Main Extension
- c. Resolution 15-2017 - Approve Request from Engineering to Advertise for Bids for the CR 40 Sanitary Sewer Extension
- d. Resolution 16-2017 - Approve Request from Engineering to Advertise for Bids for Dierdorff Rd Reconstruction at Ardmore Ct
- e. Resolution 18-2017 - Negotiation & Execution of a Contract for Kercher Road Reconstruction from the Railroad to Dierdorff Road
- f. Resolution 19-2017 - Request to Negotiate and Execute an Agreement with Clark Farm Aggregates for Soil Disposal for the Salvage Yard Project
- g. Discussion - Hartzler Invoice(s)
- h. Discussion - 9th Street

7. APPROVAL OF REGISTER OF CLAIMS

8. MONTHLY REDEVELOPMENT STAFF REPORT

9. OPEN FORUM

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

10. ANNOUNCEMENTS

Next Regular Meeting – March 14, 2017 at 3:00 p.m.

11. EXECUTIVE SESSION

Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

2017 GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 17, 2017

The Goshen Redevelopment Commission met in a regular meeting on January 17, 2016 at 3:00 p.m. in the City Annex Conference Room 204 East Jefferson Street, Goshen, Indiana. **(Please note that the meeting was conducted in the Annex Conference Room and at the time there was no proper recording device or microphones.)**

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Adam Scharf, Thomas Stump, Vince Turner and Brett Weddell

Absent: Laura Coyne

ELECTION OF OFFICERS

Commissioner Turner nominated Commissioner Stump for President of the Goshen Redevelopment Commission and Commissioner Weddell seconded. There being no objections, Commissioner Stump was elected as President of the Goshen Redevelopment Commission for the 2017 calendar year.

Commissioner Weddell nominated Commissioner Turner for Vice President of the Goshen Redevelopment Commission and Commissioner Scharf seconded. There being no objections, Commissioner Turner was elected as Vice President of the Goshen Redevelopment Commission for the 2017 calendar year.

Commissioner Turner nominated Commissioner Coyne for Secretary of the Goshen Redevelopment Commission and Commissioner Weddell seconded. There being no objections, Commissioner Coyne was elected as Secretary of the Goshen Redevelopment Commission for the 2017 calendar year.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve the minutes of the December 13, 2016 regular meeting. The motion was adopted unanimously.

PRESENTATIONS:

Staff informed the Commission that Resolution 08-2017 would be presented as a discussion item only and that a vote would not be requested.. Staff noted that the resolution was prepared requesting a recommendation for either approval or denial of the request for a Special Use Permit for the development of a Gravel Pit adjacent to the Goshen Municipal Airport to be heard by the County Board of Zoning Appeals. Due to the audience present for this agenda item, it was agreed that it would be moved to the beginning of the meeting.

Mark Brinson, Redevelopment Director, presented a packet of materials for discussion, which included letters from the airport management, Mayor Jeremy Stutsman, Zoning Administrator Rhonda Yoder, Director of Public Works Dustin Sailor and a memo from Mark Brinson. The packet detailed the various concerns related to development of a gravel pit adjacent to the municipal airport property.

Tim Miller, 66657 US 33, Goshen, spoke on behalf of his father who owns the subject property. He stated that his family desires to sell the property to Yellow Creek Gravel to develop the gravel pit He briefly explained the

various development hurdles they've encountered in the past when they have attempted to sell the land and explained that this is the only use that appears feasible for their land due to the land restrictions based on the airport.

The Commission discussed the various opinions presented and, after looking at the various issues being discussed, it was decided that the Redevelopment Commission would not take a position on this matter and decided there was no action that the Commission would take at this time. No vote was taken.

NEW BUSINESS

1. Resolution 01-2017 – Authorize Negotiation and Execution of Contract with John Ward Concrete, Inc. for Lincoln Avenue (SR4) & Steury Avenue Intersection Improvements and Stormwater Basin – Phase I

Becky Hershberger, Brownfield Coordinator, presented information on the bids received for the project. Ms. Hershberger discussed the handout with bid tabulations and a map of the proposed detention basin that is highlighted in yellow and a proposed parking lot highlighted in green. The base bid tabulations represent the cost for the detention basin highlighted in yellow. John Ward Concrete, Inc. was the lowest bid at \$386,275.00. A request was made for approval to negotiate and execute the contract with John Ward Concrete and to move forward with the project at the base bid amount of \$386,275.00. She indicated that they were working towards an agreement regarding the alternate bids for the parking area and anticipated bringing it back to the Commission in February.

A motion was made by Commissioner Scharf and seconded by Commissioner Turner to approve Resolution 01-2017.

The motion was adopted unanimously.

*** at approximately 4:05 p.m. Commissioner Coyne was present at the meeting**

2. Resolution 02-2017 - Approve Agreement with Goshen Brewing Company to Amend Lease

City Attorney Larry Barks explained that the two previous amendments to the original contract with Goshen Brewing Company have been incorporated into one agreement that was made a part of the packet. There were some recent additions to the contract including the proposed expansion of the Goshen Brewing Company. The option to purchase is still included in the new agreement. Surveys should be completed in the next week and will be submitted to Goshen Brewing Company.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 02-2017.

The motion was adopted unanimously.

3. Resolution 03-2017 - Authorize Negotiation and Execution of a Contract for Demolition of 311 East Kercher Road

Becky Hershberger, Brownfield Coordinator, presented four (4) bids for the demolition of 311 East Kercher Road and Jerry Reed Excavating was the lowest bid at \$6,300.00. A request was made for permission to move forward with the demolition of 311 East Kercher Road with Jerry Reed Excavating.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 04-2017.

The motion was adopted unanimously.

4. Resolution 04-2017 - Approve Extension of Downtown Vault Closure Program

Mark Brinson, Redevelopment Director, updated the Commission on the Downtown Vault Closure Program. He explained that this program started in 2012 and City Staff and Engineering have inspected and inventoried the vaults and completed an analysis utilizing ground penetrating radar. Once the initial assessment was completed, a program was created to encourage the property owners to fill in the vaults. The cost to fill in the vaults is a shared cost of 50/50 between Redevelopment and the property owners. Since the program began in 2012 until the first of this year (2017), the program has only spent \$25,000.00 of the initial investment of \$60,000.00. The recommendation to the Commission is to extend the Vault Closure Program through 2017.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 04-2017.

The motion was adopted unanimously.

5. Resolution 05-2017 - Amendment to the Cooperative Loan Agreement between City and the Redevelopment Commission for the USEPA Brownfield Revolving Loan Fund

Becky Hershberger, Brownfield Coordinator, updated the Commission on the Loan Agreement between the City and the Redevelopment Commission from the USEPA Brownfield Revolving Loan Fund. In 2011 the City was awarded one million dollars from the EPA. In 2014 an agreement was executed between the City and Redevelopment to allow for the City to loan funds to Redevelopment for the salvage yard project. At that time the loan was \$650,000.00. There are new costs involved in the remediation of the former salvage yard due to the presences of polynuclear aromatic hydrocarbons that have been confirmed at the site along with underground storage tanks. Due to the increased scope related to the tank and soil impacts, she indicated that an additional \$188,500.00 of the available Petroleum grant funds is now able to be added to the existing loan for a total loan amount of \$838,500.00. Redevelopment is requesting that the Commission approve the amendment to include the additional \$188,500.00 for the remediation of the site.

A motion was made by Commissioner Weddell and seconded by Commissioner Scharf to approve Resolution 05-2017.

The motion was adopted unanimously.

6. Resolution 06-2017 - Execution of Contract with Abonmarche for Waterford Commons Business Park Tract 2

Dustin Sailor, City Engineer, reported that the Waterford Commons Business Park Tract 2 requires two left turn lanes on Dierdorff Road. Redevelopment agreed to pay a portion of the cost for the turn and has been waiting for the cost from HRP who was the contractor selected for the initial project. To date, he indicated that HRP has not responded to the requests for the amount it will cost to add the turn lanes. In addition, he noted that the original survey did not include utilities or infrastructure work. The Engineering Department is requesting that the Commission consider execution of a contract with Abonmarche for professional services for the work necessary to complete the Waterford Commons Business Park Tract 2.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell passes 4-1 to approve Resolution 05-2017.

Commissioner Scharf abstained from the vote. The motion was adopted by a vote of 4-1.

7. Resolution 07-2017 - Approve issuance of Creative Arts Coordinator

Mayor Jeremy Stutsman explained that the City was awarded a CVB Live/Work/Play Grant last year and the initial \$50,000.00 was designated to the Goshen Theatre Project. For the second two years of the grant, an Arts

Council was formed and the current request is to use that money for a Coordinator to keep the Arts Council running and two move forward two identified projects. Becky Hershberger explained that the current request is for permission to use the grant funds for this new position. It would be a consulting position for \$50,000.00 per year for two years. Becky explained how the money would be spent, how the efforts will assist in bringing business into the City and that the selected Coordinator will have the ability to write grants to increase the available funds for arts initiatives. Administrative costs would be included and there would be no financial cost to the City.

A motion was made by Commissioner Weddell and seconded by Commissioner Coyne to approve Resolution 07-2017.

The motion was adopted unanimously.

9. Resolution 09-2017 - Execution of Agreement for Construction Engineering Services with Lochmueller Group for Kercher Road Reconstruction from the Railroad Crossing to Dierdorff Road

Dustin Sailor, City Engineer, explained that the reconstruction project for Kercher Road from the railroad crossing to Dierdorff Road is being designed and the project cost will be close to \$5,000,000.00. He noted that INDOT will not be able to confirm funding amounts until there are signed contracts. Lochmueller has submitted a contract with a cost not to exceed \$4,999,000.00. At this time the request is for the Commission to approve the agreement with the Lochmueller Group.

A motion was made by Commissioner Scharf and seconded by Commissioner Weddell to approve Resolution 09-2017.

The motion was adopted unanimously.

10. Resolution 10-2017 - Execution of Agreement Amendment with Environmental Consulting & Technology, Inc.

Becky Hershberger, Brownfield Coordinator, explained that in 2012 the Commission hired ECT to be the consultant for the revolving loan fund grant. It was intended to loan the money to a private company and the Commission and their consultant would take on the role of grant administration. Now that Redevelopment is overseeing the project there is a need to have environmental professionals present at different phases of the project. She explained that Redevelopment is requesting a contract amendment in an amount not-to-exceed \$77,500.00 for a total contract cost of \$161,000.00 which has already been accounted for in the grant budget.

A motion was made by Commissioner Turner and seconded by Commissioner Weddell to approve Resolution 10-2017.

The motion was adopted unanimously.

Discussion:

A. Additional office space for Redevelopment Staff:

Mark Brinson, Redevelopment Director, explained that with the recent additions to Redevelopment staff, there is a need for office space and suggested that we look into renovating the space in the basement of the Annex for an additional office and conference room. Mark requested that the Commission consider funding the project with a ten (10) year lease agreement between the City and Redevelopment. He noted that additional information will be brought back to the Commission as the options are further explored.

B. 9th Street Trail:

Dustin Sailor, City Engineer, explained that City Engineer Leslie Biek is working on securing a space for a public meeting regarding the 9th Street Trail. The trail project was planned but there hasn't been a lot of Commission involvement since January or February of last year. The final plan came out at that time and has the multi-use path on both the east and west side of 9th Street. At this time we need to make sure that we have concusses from property owners. He explained that the main concern is there may be a need for changes from the original plan, but they will know more after public meeting. There will be a public meeting in February. He noted that the main obstacle is the 5 foot utility easement on Norfolk's property and not sure how to secure that easement or if they will give the City an easement on to their property. Engineering had a meeting with utilities back in October. NIPSCO said that it would be a big project and they would need a year advance notice to relocate the lines in the easement.

C. Keystone Facility Expansion:

Dustin Sailor, City Engineer, stated that Engineering received an original submittal from JPR for the off-site utilities plan and it was not complete. He explained that there was a miscommunication internally and, as of last week, they resubmitted the plans to be reviewed by Engineering. Based on the schedule and assuming that there will be bids opened at the February 20, 2017 Board of Public Works & Safety meeting, he stated that there may need to be a special meeting on February 21, 2017 with Redevelopment. The earliest the contractor could start would be March 13, 2017. He stated that they are making good progress on Building One and a foundation has been started on Building Two. There is a construction gap with the timing and the earliest the sewer could be installed is April 28th and that we currently have it in the contract that they start with that component first.

D. Traffic Study:

Dustin Sailor, City Engineer, explained that a representative from Abonmarche will be at the February meeting to explain the findings of the traffic study. He noted that the handout circulated was just informational and he gave a brief overview of the handout. The two intersections reviewed, being Fairfield/US 33 and Plymouth/US 33, preliminarily do not have enough traffic congestion to warrant a trafficsignal. At the intersection of Plymouth and US 33 there was barely enough to warrant a signal. INDOT originally did not have a consistent answer for this intersection or a recommendation. Mr. Sailor explained that one proposal to INDOT is a round-about at that intersection. He noted that more information and discussion will be held at the February meeting.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve payment of the Register of Claims totaling \$1,258,1396.83.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions.

OPEN FORUM

Tom Stump had a comment on the previously discussed gravel pit. He wanted to make sure that people were better informed of the work that was being done in that area and, when there are changes, that the public was informed of what was being done so that there was not a miscommunication on infrastructure that might change the possibility of development in the area.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 14, 2017 at 3:00 p.m.

ADJOURNMENT

The regular meeting was adjourned at 5:15 p.m.

APPROVED on February 14, 2017.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session of January 17, 2017

The Goshen Redevelopment Commission met in an executive session on January 17, 2017 at the conclusion of the Commission's regular meeting at 5:18 p.m. pursuant to the notice given. The executive session was held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The executive session was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Laura Coyne, Cathie Cripe, Adam Scharf, Thomas Stump, Vince Turner and Brett Weddell

Absent: None

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Goshen Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive session was adjourned at 5:35 p.m.

APPROVED on February 14, 2017.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Laura Coyne, Secretary

RESOLUTION 11-2017

Ratify Execution of Agreement with John Ward Concrete, Inc for Base Bid Mill Work at Lincoln Ave. (SR 4) & Steury Ave. Intersection Improvements & Storm Water Basin, Phase 1

WHEREAS the Goshen Redevelopment Commission passed Resolution 01-2017 authorizing Community Development Director Mark Brinson to negotiate and execute an agreement with John Ward Concrete, Inc. for Base Bid Mill Work at Lincoln Ave. (SR4) and Steury Ave. intersection improvements and Storm Water Basin Phase 1.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen and Goshen Redevelopment Commission and agreements terms and conditions.

PASSED and ADOPTED on February 14, 2017

Thomas W. Stump, President

Laura Coyne, Secretary

CONTRACT

Lincoln Ave (SR 4) & Steury Ave Intersection Improvements & Stormwater Basin - Phase I B16-10-013 (Engineering Job No. 2012-0051)

THIS CONTRACT is made and entered into on this 31st day of January, 2017, by and between the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City," and John Ward Concrete, Inc., hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the Base Bid portion of the "Lincoln Ave (SR 4) & Steury Ave Intersection Improvements & Stormwater Basin - Phase I, B16-10-013 (Engineering Job No. 2012-0051)" project in accordance with and as described in further detail in the Specification Documents, Addendum No. 1 and Addendum No. 2 that are incorporated by reference. The work to be performed is identified in the Base Bid of the Specification Documents and shall include installation of storm sewer and construction of a detention basin with a controlled outlet structure and pipe to Rock Run Creek. The storm manhole for the work identified in Alternate A is included in the Base Bid.

The City of Goshen's current "Design Standards and Construction Specifications," current "Indiana Department of Transportation's Standard Detail Drawings" and the plans and drawings related to this project are incorporated into this contract by reference. In addition, Indiana Department of Transportation's Standard Specifications, Sections 200 through Section 926 are incorporated by reference.

In the event there is a conflict between the City of Goshen's Design Standards and Construction Specifications and the Indiana Department of Transportation's Standard Detail Drawing or Indiana Department of Transportation's Standard Specifications, the City of Goshen's Design Standards and Construction Specifications shall control.

In the event of a conflict between a provision in the Specification Documents and the Contractor's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Bid;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

EFFECTIVE DATE; CONTRACT TERM

Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The contract shall become effective on the day of execution and approval by the City of Goshen Redevelopment Commission and the Contractor.

Work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed by June 30, 2017.

COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE

The City agrees to compensate Contractor for the work performed provided in this contract in accordance with the unit prices for labor and materials as set forth in Contractor's itemized bid and based on the quantities actually used for the project for an amount not to exceed Three Hundred Eighty-six Thousand Two Hundred Sixty-seven Dollars and Seventy-five Cents (\$386,267.75).

Partial payments may be made as the work progresses no more frequent than thirty (30) days and based on estimates of the value of all work satisfactorily completed in accordance with these Specification Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor, and include detailed invoices for labor, materials and equipment used in the project. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and, as applicable, labor materials and equipment used in the project. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

It is agreed that partial payments shall in no case exceed ninety-five percent (95%) of the value of the work properly performed or the materials or equipment delivered under this contract, and the remaining five percent (5%) shall be retained by the City until the work is substantially complete and construction records and drawings have been received and accepted by the City.

Within sixty (60) days of completion of the work, the Contractor shall submit proof of payment made to all subcontractors, material suppliers, laborers, or those furnishing work under this contract before final payment is made.

Upon completion of all the work included under this contract and the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment may not be made on any amounts that are in dispute.

Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

The Contractor shall at least include the following types of insurance with the following minimum limits of liability.

- (1) Workers Compensation and Employer's Liability Statutory Limits
- (2) General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (3) Professional Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Automobile Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (5) Excess Umbrella Coverage \$1,000,000 Each Occurrence

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

PERFORMANCE BOND

The Contractor shall furnish the City of Goshen a performance bond in an amount equal to the contract price within fourteen (14) calendar days after award of the contract.

The performance bond shall be conditioned on the faithful performance of the work in accordance with the Specification Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work. The performance bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding the contract shall not in any way affect or operate to release or discharge the surety.

The surety of the performance bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

PAYMENT (LABOR AND MATERIALS) BOND

The Contractor shall execute a payment bond to the City of Goshen, approved by and for the benefit of the City of Goshen, in an amount equal to the total contract price within fourteen (14) calendar days after award of the contract.

The payment bond shall be binding on the Contractor, the subcontractor and their successors and assigns for the payment of all indebtedness to a person for labor and work performed, materials furnished or work rendered. The payment bond must state it is for the benefit of the subcontractors, laborers, material suppliers and those performing work.

The payment bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding thereof shall not in any way affect or operate to release or discharge the surety.

The surety of the payment bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

MAINTENANCE BOND

The Contractor shall furnish the City of Goshen with a maintenance bond in an amount equal to ten percent (10%) of the total contract price upon completion and acceptance of this project by the City and prior to the release of any surety bond. The maintenance bond shall guarantee for a period of three (3) years after the date of acceptance of the project by the City that all workmanship and materials used in the project are in accordance with the Specification Documents. The Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting there from which shall be discovered within the guarantee period.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

It shall be mutually agreed that if Contractor fails to perform the work, provide the work or comply with the provisions of this Contract or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the contract.

- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Contractor under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any

modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Redevelopment Commission
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor

John Ward Concrete, Inc.
Attention: John Ward
1617 3rd Street
Osceola, IN 46561

And

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

APPLICABLE LAWS

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, Contractor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Contractor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector

of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

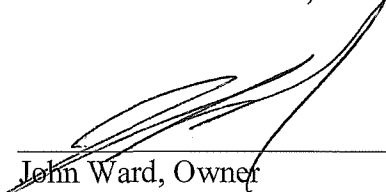
In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen
Redevelopment Commission**



Mark Brinson
Community Development Director

John Ward Concrete, Inc.



John Ward, Owner

Date: 1/25/17

Date: 1-31-17

RESOLUTION 12-2017

Ratify Execution of Agreement with Jerry Reed Excavating LLC, For the Demolition Project at 311 East Kercher Road

WHEREAS the Goshen Redevelopment Commission passed Resolution 03-2017 authorizing Community Development Director Mark Brinson to negotiate and execute an agreement with Jerry Reed Excavating LLC, for the Demolition Project at 311 East Kercher Road

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen and Goshen Redevelopment Commission and agreements terms and conditions.

PASSED and ADOPTED on February 14, 2017

Thomas W. Stump, President

Laura Coyne, Secretary

CONTRACT
DEMOLITION PROJECT AT 311 EAST KERCHER ROAD
Q16-12-015

THIS CONTRACT is made and entered into on this 21 day of JAN, 2017, by and between the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City," and Jerry Reed Excavating LLC, hereinafter referred to as "Contractor."

WITNESSETH, that the City and the Contractor mutually agree as follows:

SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Demolition Project at 311 East Kercher Road, Q16-12-015" project in accordance with and as described in further detail in the Specification Documents incorporated by reference. The scope of work shall include the demolition of all structures, removal of any basements and foundations, disposal of all materials and the filling, leveling, and seeding of the grounds on the property at 311 East Kercher Road, Goshen, Indiana.

The City of Goshen's current "Design Standards and Construction Specifications," current "Indiana Department of Transportation's Standard Detail Drawings" and the plans and drawings related to this project are incorporated into this contract by reference. In addition, Indiana Department of Transportation's Standard Specifications, Sections 200 through Section 926 are incorporated by reference.

In the event there is a conflict between the City of Goshen's Design Standards and Construction Specifications and the Indiana Department of Transportation's Standard Detail Drawing or Indiana Department of Transportation's Standard Specifications, the City of Goshen's Design Standards and Construction Specifications shall control.

In the event of a conflict between a provision in the Specification Documents and the Contractor's quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor's Itemized Quote;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

EFFECTIVE DATE; CONTRACT TERM

Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The contract shall become effective on the day of execution and approval by the City of Goshen Redevelopment Commission and the Contractor.

Work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from receipt of the notice to proceed from the City.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Contractor for the work performed in this contract based on the Contractor's itemized quote the amount of Six Thousand Three Hundred Dollars (\$6,300.00).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Contractor for the work under this contract shall be made upon completion and acceptance of the work. The Contractor shall submit a detailed invoice based on established contract price to City of Goshen for payment. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided satisfactory performance of the Contractor has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Fifty Dollars (\$50.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Contractor under this contract.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex,

disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE

Prior to commencing work, the Contractor shall furnish the City of Goshen a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

The Contractor shall at least include the following types of insurance with the following minimum limits of liability.

- (1) Workers Compensation and Employer's Liability Statutory Limits
- (2) General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (3) Automobile Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate
- (4) Excess Umbrella Coverage \$1,000,000 Each Occurrence

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor

Jerry Reed Excavating LLC
Attention: Jerry Reed
15401 New Road
Mishawaka IN 46544

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.


In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Redevelopment Commission



Mark Brinson
Community Development Director

Jerry Reed Excavating LLC



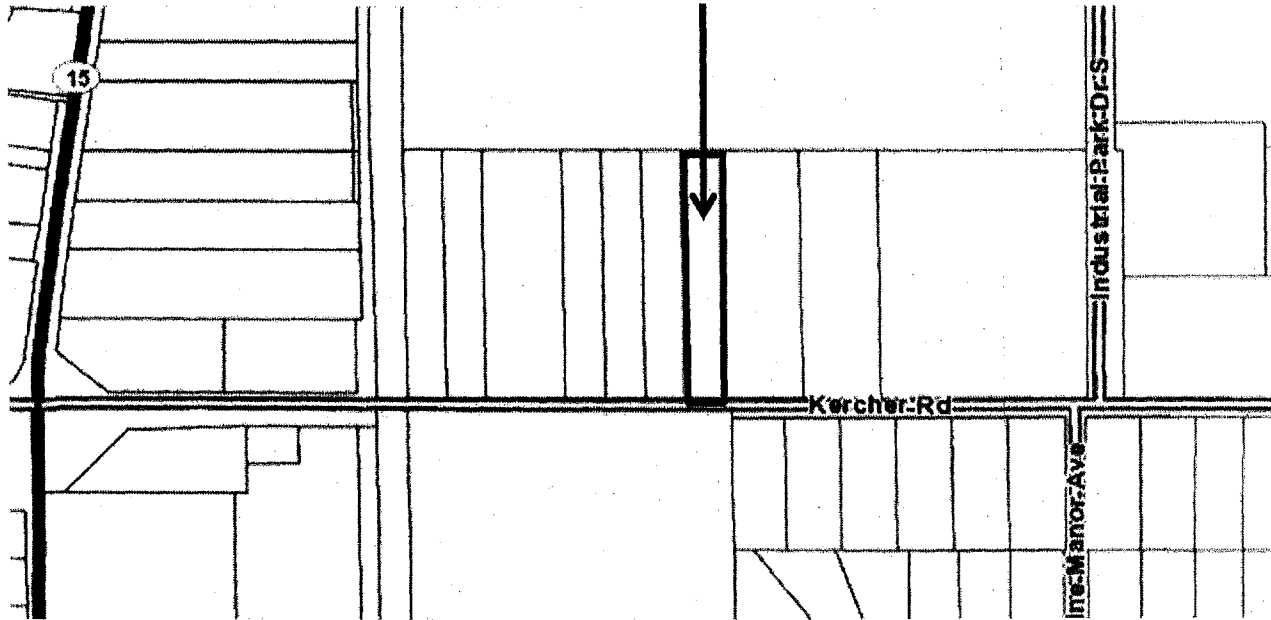
Jerry Reed, President

Date: 1/19/17

Date: 1-21-17

EXHIBIT A

311 East Kercher Road, Goshen, Indiana
(Property No 20-11-22-376-008.000-015)



RESOLUTION 17-2017

Approval of Agreement with Abonmarche Consulting to update the Dierdorff Road and Ardmore Court Intersection Design

WHEREAS the Goshen Redevelopment Commission is requesting approval of an agreement with Abonmarche to update the Dierdorff Road and Ardmore Court Intersection.

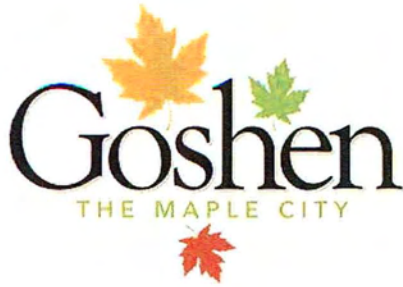
NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with Abonmarche to update the Dierdorff Road and Ardmore Court Intersection, attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the contract on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Redevelopment Commission

FROM: Dustin K. Sailor, P.E.

RE: **DIERDORFF ROAD INTERSECTION DESIGN**
JN: 2016-0033

DATE: February 2, 2017

At the Redevelopment meeting on January 17, 2017, the Commission was presented with a recommendation to update the Dierdorff Road and Ardmore Court intersection design. The request was approved subject to an agreement. Please find attached an agreement signed by Abonmarce Consulting to be approved by the Commission and signed by the Community Development Director.

AGREEMENT

Waterford Commons Business Park, Tract 2 Survey and Design for Dierdorff Road Improvements at Ardmore Court 2016-0033

THIS AGREEMENT is entered into on this ____ day of _____, 2017, between Abonmarche Consultants, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Redevelopment Commission, hereinafter referred to as "City".

WHEREAS, as part of the Waterford Commons Business Park PUD Tract 2 development, Dierdorff Road requires two left turn lanes, one into the new industrial park and one into the Prairieview Missionary Church.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to provide professional services for the survey, design, permitting, and preparation of bid documents for the Dierdorff Road Improvements at Ardmore Court for Waterford Commons Business Park, Tract 2.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Consultant's services under this Agreement consists of providing survey, design, permitting, and preparation of bid documents for the Dierdorff Road Improvements at Ardmore Court for Waterford Commons Business Park, Tract 2 and shall include:

- approximately 650 feet of roadway reconstruction to Dierdorff Road starting at the existing concrete pavement and going south past the new Ardmore Court;
- roadway reconstruction to include new concrete curb and gutter, asphalt pavement, new sidewalk adjacent to Waterford Commons Business Park North, and new storm sewer;
- project construction performed in one phase;
- revision of a previous design prepared by Consultant to an asphalt pavement construction
- bid plans developed with contract documents to bid as a separate project.
- to separate the City from the building lots, a separate "Rule 5" with the City of Goshen as the permit applicant.

Consultant's services on the project shall include:

Supplement Survey

- supplementing the previous survey performed for the business park design by locating the "constructed" improvements of Ardmore Court to properly design the tie-in, and locating private utilities marked by INDIANA 811
- performing an as-built of the storm sewer near Dierdorff Road, and verifying horizontal control and benchmarks.

Prepare Bid Plans

- preparing bid plans for the proposed project including the City's standard cover sheet, maintenance of traffic, removals, typical sections for asphalt pavement, plan/profile sheets, pavement striping, construction details, road cross-sections, and a "Rule 5" Storm Water Pollution Prevention Plan (SWPPP)
- preparing detailed project specifications, final bid quantities, and an updated cost estimate.

- submitting to the City for review and comment a set of 95% plans and detailed specifications
- one review meeting with the City, and a separate meeting with utility companies at the City to review relocations.

“Rule 5” Permitting

- preparing the “Rule 5” and Elkhart County’s Application for erosion control listing the City of Goshen as the permit applicant.

Construction Bid Documents

- assembling the complete package of construction bid documents using the City’s standard “front end” documents and inserting the detailed project specifications and final bid quantities
- coordinating a review meeting with the City, revise and finalize the documents as needed, and furnish a PDF copy to upload onto the Quest Project Plan Room, www.questcdn.com.

Construction Phase Services

- attending a pre-construction meeting, answering questions from the City and Contractor, and attending field progress meetings with the City and Contractor as required by the City.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant’s services shall begin as soon as practical after receiving a notice to proceed from the City and shall complete all above listed tasks up to and including Construction Bid Documents by February 14, 2017.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s fee schedule and Consultant’s wage rates based on hours actually worked on the project as set forth in the tables below and for the lump sum amount of Ten Thousand Five Hundred Dollars (\$10,500.00) plus an amount not to exceed One Thousand Dollars (\$1,000.00) for a total contract amount not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00) plus reimbursable expenses.

Consultant’s Fee Schedule			
	Lump Sum	Not to Exceed	
Supplement Topographic Survey	\$1,200.00		
Prepare Bid Plans	\$5,000.00		
“Rule 5” Permitting	\$1,800.00		
Construction Bid Documents	<u>\$2,500.00</u>		
Construction Phase Services		<u>\$1,000.00</u>	
TOTALS	\$10,500.00	\$1,000.00	\$11,500.00

Consultant's Wage Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$225.00
Senior Project Manager	\$175.00
Project Manager	\$150.00
Senior Project Engineer	\$135.00
Project Engineer	\$115.00
Project Surveyor	\$120.00
Staff Engineer/Surveyor	\$85.00
CADD Technician	\$78.00
Two-Person Survey Crew	\$130.00
Administrative Assistant	\$55.00

Reimbursables expenses invoiced separately and include filing and permit fees for "Rule 5" and Elkhart County's Application for erosion control

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and employee names and hours worked on specific task(s). Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Consultant shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Consultant.

NON-DISCRIMINATION

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing services, Consultant shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force

and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Professional Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Automobile Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Consultant fails to provide the services or comply with the provisions of this Agreement, and Consultant is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Consultant shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Consultant expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.

- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the

Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Consultant:

Abonmarche Consultants, Inc.
Attention: Bradley Mosness
750 Lincoln Way East
South Bend, IN 46601

and

City of Goshen
Attention: Engineering Department
204 East Jefferson St.
Goshen, IN 46528

APPLICABLE LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Consultant is wholly or partially owned by a relative of an elected official of the City of Goshen Consultant certifies that Consultant has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Consultant.

SEVERABILITY

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

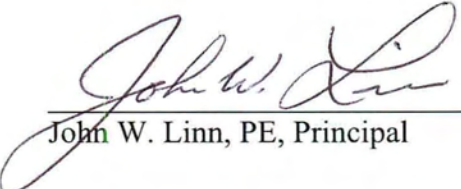
This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Redevelopment Commission

Abonmarche Consultants, Inc.

Mark Brinson,
Community Development Director



John W. Linn, PE, Principal

Date: _____

RESOLUTION 13-2017

Approve and Authorize Execution of Indemnity Agreement with Goshen Band Boosters, Inc. for Use of Real Estate

WHEREAS the Goshen Band Boosters, Inc. has requested to use the real estate located south of Douglas Street, north of Plymouth Avenue, east of the railroad tracks, and west of 10th Street to provide additional parking for the Marching Band Invitational to be held February 18, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Indemnity Agreement with Goshen Band Boosters, Inc. attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Indemnity Agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is entered into on this 8th day of February, 2017 between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (hereinafter referred to as "City"), and Goshen Band Boosters, Inc. (hereinafter referred to as "Indemnitor").

WHEREAS City owns the real estate located south of Douglas Street, north of Plymouth Avenue, east of the railroad tracks, and west of 10th Street in Goshen, Indiana as depicted on the map attached as Exhibit A, hereinafter referred to as the "Real Estate".

WHEREAS Indemnitor wishes to utilize the Real Estate to provide additional parking for the Marching Band Invitational, a one day event, to be held on Saturday February 18, 2017.

1. City agrees to allow Indemnitor to utilize the Real Estate to provide additional parking for the Marching Band Invitational to be held on Saturday, February 18, 2017.
2. Indemnitor agrees to assume all risk and responsibility for any accident, injury, or damage to person or property arising from Indemnitor's entry into and activity upon City's Real Estate depicted on the map attached as Exhibit A. Indemnitor agrees to indemnify and hold harmless the City, its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorneys' fees, and expenses incurred in connection therewith, arising or growing out of or in any way connected with the Indemnitor's employees, agents, and business invitees, entrance into, activity upon, and exit from City's Real Estate.
3. City makes no warranty, express or implied that the Real Estate is suitable for the Indemnitor's intended use of parking for the Marching Band Invitational. Indemnitor has made its own inspection of the Real Estate and relies solely on Indemnitor's observations in deciding to utilize the Real Estate.
4. In the event of rain, if City Staff determines that the Real Estate is unsuitable for parking and that parking will cause rutting, Indemnitor will be contacted and notified that the Real Estate cannot be used for additional parking.
5. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
6. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the

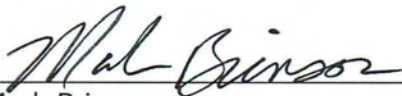
prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

7. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
8. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
9. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Indemnitor.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

City

City of Goshen, Indiana



Mark Brinson
Community Development Director
City of Goshen, Indiana

Date: 2/8/17

Indemnitor

Goshen Band Boosters, Inc.

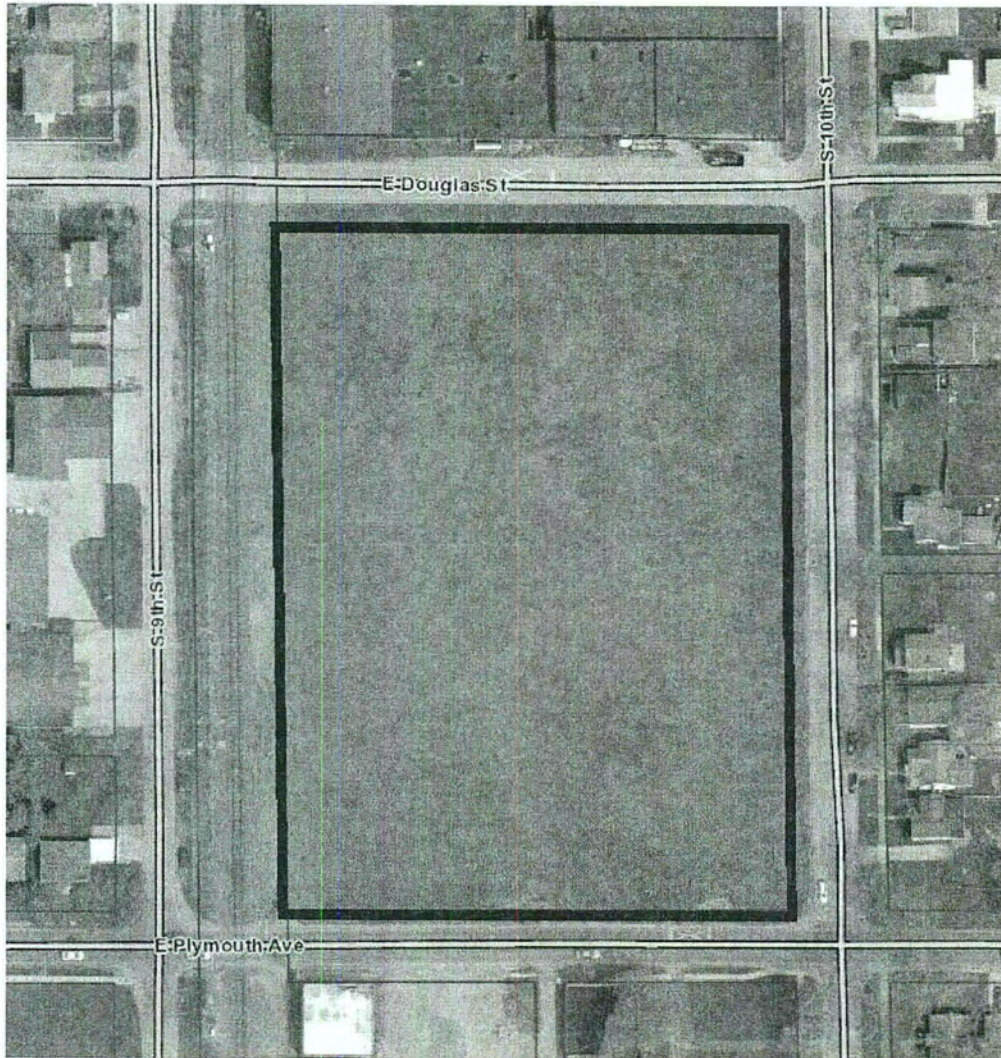
By: 

Printed: Kristy Nissey

Title: Band Booster President

Date: 2-8-17

EXHIBIT A



RESOLUTION 14-2017

Approve Request from Goshen Engineering to Advertise for Bids for the County Road 40 and US Highway 33 Water Main Extension

WHEREAS the Goshen Engineering Department requests permission to advertise for bids for County Road 40 and US Hwy 33 Water Main Extension.

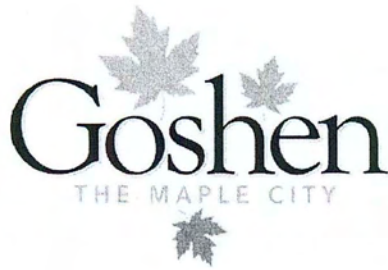
WHEREAS Advertisement for the request for bids will be published in the local newspaper on February 17 and February 24. Bids will be opened on March 13 by the Board of Works, an award recommendation will be provided to the Redevelopment Commission on March 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to advertise for bids for County Road 40 and US Hwy 33 Water Main Extension

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



Engineering Department

CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185

engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Dustin Sailor, P.E., Director of Public Works

RE: **COUNTY ROAD 40 and US HWY 33 WATER MAIN EXTENSION
(JN: 2017-0012)**

Date: February 7, 2017

Goshen Engineering requests the Redevelopment Commission's permission to advertise for bids for the "County Road 40 and US Hwy 33 Water Main Extension", which entails the extension of a water main loop from an existing water main at County Road 27 (Dierdorff Road) east along County Road 40 to US Hwy 33, then north along US Hwy 33 to Skyview Road and connection to the City's existing water system.

Advertisement for the request for bids will be published in the local newspaper on Friday, February 17 and Friday, February 24, with bids to be opened at the Board of Public Works and Safety meeting on March 13. An award recommendation will then be provided to the Goshen Redevelopment Commission on March 14.

RESOLUTION 15-2017

Approve Request from Goshen Engineering to Advertise for Bids for the County Road 40 Sanitary Sewer Extension

WHEREAS the Goshen Engineering Department requests permission to advertise for bids for County Road 40 Sanitary Sewer Extension.

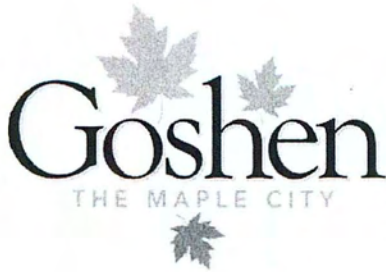
WHEREAS Advertisement for the request for bids will be published in the local newspaper on February 17 and February 24. Bids will be opened on March 13 by the Board of Works, an award recommendation will be provided to the Redevelopment Commission on March 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to advertise for bids for County Road 40 Sanitary Sewer Extension.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



Engineering Department

CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Dustin Sailor, P.E., Director of Public Works

**RE: COUNTY ROAD 40 SANITARY SEWER EXTENSION
(JN: 2017-0011)**

Date: February 7, 2017

Goshen Engineering requests the Redevelopment Commission's permission to advertise for bids the "County Road 40 Sanitary Sewer Extension", which entails the extension of gravity sanitary sewer north from the Airport Lift Station to County Road 40, then east along County Road 40 along the south side of the Keystone RV's property, and then into the Keystone RV property to service several buildings under construction.

Advertisement for the request for bids will be published in the local newspaper on Friday, February 17 and Friday, February 24, with bids to be opened at the Board of Public Works and Safety meeting on March 13. An award recommendation will then be provided to the Goshen Redevelopment Commission on March 14.

RESOLUTION 16-2017

Approve Request from Goshen Engineering to Advertise for Bids Dierdorff Road Reconstruction at Ardmore Court

WHEREAS the Goshen Engineering Department requests permission to advertise for bids for Dierdorff Road Reconstruction at Ardmore Court.

WHEREAS Advertisement for the request for bids will be published in the local newspaper on February 17 and February 24.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to advertise for bids for Dierdorff Road Reconstruction at Ardmore Court.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment Commission

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **DIERDORFF ROAD RECONSTRUCTION AT ARDMORE COURT
(JN: 2016-0033)**

DATE: February 14, 2017

Goshen Engineering is requesting the Redevelopment Commission's permission to advertise for bids for Dierdorff Road Reconstruction at Ardmore Court, which entails the reconstruction of Dierdorff Road with new curb, pavement, storm and turn lanes at Ardmore Court. Advertisement for the request will be issued in the newspaper on Friday, February 17, and Friday, February 24, with bids due on Monday, March 13.

RESOLUTION 18-2017

Negotiation & Execution of a Contract for Kercher Road Reconstruction from the Railroad to Dierdorff Road

WHEREAS the Goshen Redevelopment Commission is requesting authorization to negotiate and execute an agreement for the Kercher Road Reconstruction from the Railroad to Dierdorff Road.

WHEREAS the Engineering Department received a quote from American Structure Point for \$11,580.00 for Ground Penetrating Radar (GPR) to determine if there are graves at or near the curb line around the cemetery on Kercher Road. This quote does not include the cost for staking that would be necessary if graves are found.

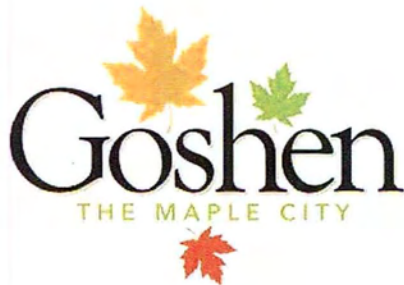
NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission requests permission to negotiate and execute a contract for the GPR and survey work for the Kercher Road Reconstruction Project from the Railroad to Dierdorff Road not to exceed \$11,580.00 plus the cost for survey work .

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the contract on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment Commission

FROM: Khylei Boyer

RE: **KERCHER ROAD RECONSTRUCTION FROM RR TO DIERDORFF ROAD
DES NO. 1400713**

DATE: February 14, 2017

During a meeting with American Structurepoint on February 8, 2017, it was brought to the City's attention that while performing the routine Cemetery Plan for this project that ground penetrating radar (GPR) will be necessary for this project. With current records, Chuck Cheek, Township Trustee, believes that there are graves at the curb line of Kercher Road. The GPR will help to determine if graves may be encountered during construction.

American Structurepoint solicited one quote for the City from Mundell Consulting Professionals to perform the GPR work. Their quote is \$11,580.00, and we are soliciting a second quote. This quote does not include any cost for staking that would need to be done if graves are found. Please find the quote attached. A second set of quotes will be needed for the necessary survey work.

In order to avoid potential construction delays and additional claims by the contractor, we are asking the Redevelopment Commission to allow the Engineering Department to proceed with soliciting quotes and negotiating and executing an agreement to the firm with the lowest responsive and responsible quote. Based upon the first quote the, the work will not exceed \$11,580.00, not including survey work. Please review and consider for approval.

Thank you!



110 South Downey Avenue, Indianapolis, Indiana 46219-6406
Telephone 317-630-9060, Facsimile 317-630-9065
www.MundellAssociates.com

January 31, 2017

American Structurepoint, Inc.
Environmental Services Group
Attn: Leah Boits
7260 Shadeland Station
Indianapolis, Indiana 46256

Re: **Proposal for Geophysical Consulting Services
Historic Burial Mapping
Elkhart Prairie Cemetery
East Kercher Road and Dierdorff Road, Goshen, IN
MUNDELL Proposal No. P17007**

Dear Ms. Boits:

Pursuant to your recent request, MUNDELL & ASSOCIATES, INC. (MUNDELL) is pleased to present American Structurepoint, Inc. (Structurepoint) with this proposal to provide geophysical consulting services at the Elkhart Prairie Cemetery located near the southwest corner of East Kercher Road and Dierdorff Road in Goshen, Indiana (Site). It is our understanding that you are interested in a proposal for mapping potential gravesites in three areas of the Site that will be affected by a pending construction project. In your request and our telephone conversation, you indicated that records about locations of graves were limited due to the loss of many cemetery documents to a fire. We are proposing to carefully map the Site using various remote sensing technologies at our disposal. Our technical proposal and estimated costs are provided in the following sections.

Technical Proposal

The proposed technical scope of work will consist of mapping potential graves in three areas within the Site by searching for evidence of disturbed ground or objects associated with the grave itself such as coffins or coffin hardware. You requested Ground Penetrating Radar (GPR) and MUNDELL recommends including electromagnetic metal detection (EMD) for this proposed scope of work.

Mobilization and Survey Control

MUNDELL will mobilize our project team to the Site from our office located in Indianapolis, Indiana with all equipment and supplies necessary to complete this project. Our team will consist of trained geophysical professionals. We will use flagging or stakes to temporarily mark our grid location while we conduct the survey. The orientation and position of the grid will be determined relative to on-site features for future reference to the project coordinate system and stationing. Additionally, MUNDELL will control the position of the geophysical

data through the use of a global positioning system (GPS) across the survey area(s). A Trimble ProXRT GPS (or similar) with OmniSTAR correction will provide decimeter accuracy as data collection occurs. **All data collected will be referenced using UTM coordinates in WGS84 datum.** Should a different coordinate system or datum be required, it must be made known to us **PRIOR** to the collection of the geophysical data.

Mapping with Electromagnetic Metal Detection (EMD)

MUNDELL will use a Geonics Model EM-61MK2 electromagnetic metal detection system to broadly map the cemetery area for the purpose of locating buried metal objects. Such objects may include, for example, coffin handles and other related hardware, vaults or coffins, or other metallic objects or possible artifacts that may or may not be related to the graves themselves. The EM-61 scans to a depth of up to about 10 feet. It transmits and receives a transient electromagnetic pulse with system logic optimally tuned to observe the characteristic signal associated with conductive metallic objects. Using receiver coils at two different heights, the system can be used to estimate the size and proximity of the metallic objects by the respective signal strengths recorded in millivolts. Data will be collected in a near continuous fashion along parallel lines. Once it is collected, the EM 61 data will be interpreted on site to determine the locations of buried metallic objects, which will act as a guide for gathering and interpreting the other data collected at the site. The data is plotted as a color-filled contour map such as the example provided in **Figure 1**, which illustrates the subsurface signature of USTs, piping, and other buried structures. In the example shown the gradational color scheme indicates the relative amount of metal and approximate depth of burial. Much can be learned about the metallic objects based on the size, shape, and intensity of the anomaly.

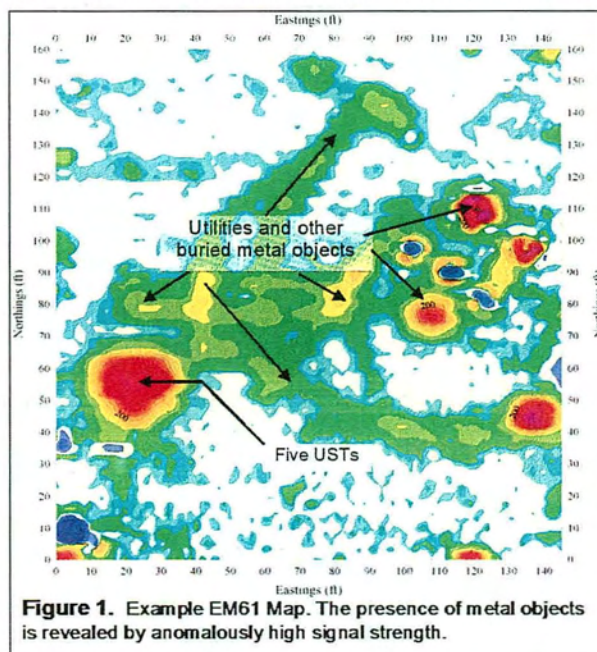


Figure 1. Example EM61 Map. The presence of metal objects is revealed by anomalously high signal strength.

Ground Penetrating Radar

The EM-61 metal detector described above will provide an excellent map view image of the locations of buried metallic objects. However, the EM-61 cannot provide detailed information on the locations of non-metallic objects, such as head stones, and does not provide indications of locations where the earth has been disturbed by digging and burial. For these types of information, we rely upon the use of ground penetrating radar (GPR). GPR, which provides a detailed subsurface image in cross-sectional view (rather than map view), will be used to search for lost head stones, locations of graves, and visualization of metallic objects detected by the EM-61 survey. MUNDELL will collect GPR data using a Geophysical Survey Systems, Inc. (GSSI) SIR-4000 system equipped with shielded 400-

megahertz antennae, or similar. This system is a rapid, state-of-the-art data acquisition system that collects data continuously as it is operated. The operator has an immediate view of the subsurface, and the data are stored in a computer for later printing and

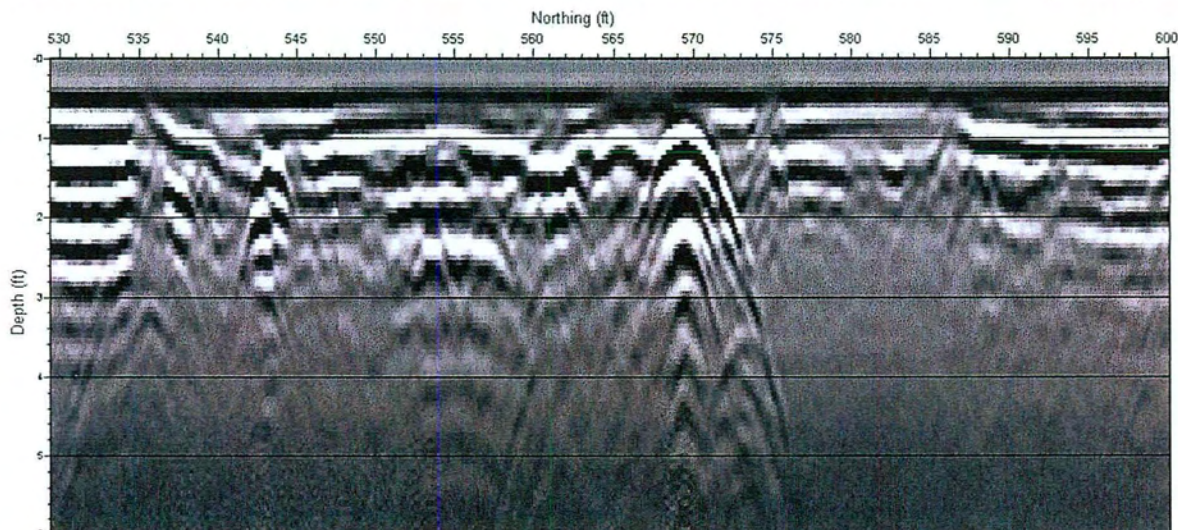


Figure 2. Example of a Ground Penetrating Radar cross-section. Stratification of the soils is disrupted where digging has occurred. Objects are revealed by arched shapes.

analysis. Advanced processing can be done to spatially register the individual GPR cross-sections into a compiled three-dimensional volume that can be sliced to produce map view images of the data at various depths. **Figure 2** above is an example of a GPR cross section at a site where significant disturbance of the ground has occurred. The black and white bands indicate the reflected radar signals off of various soil strata and physical objects such as the very strong curved reflection at station 570N. The earth disturbances, such as graves, are revealed by the sudden interruption in parallel strata such as the one dramatically illustrated at station 535N.

Report Preparation

Verbal results of the investigation may be available upon completion of field activities. Upon completion of the final data processing, color maps of the EM61 and GPR data (similar to the examples above) will be produced with information obtained during the site mapping also shown as needed for clarity. These high quality displays along with a succinct letter report that documents our methods and findings will be prepared. Two copies of the final report will be submitted to the client in keeping with the overall project schedule.

Qualifications

MUNDELL & ASSOCIATES, INC. is a full-service geophysical consulting firm and provider of high quality surface and borehole geophysical services for engineering and environmental projects since 1995. Mr. Mundell is the Director of Geophysical Services at MUNDELL, with approximately 35 years of professional experience, will provide technical oversight for this project. Mr. Ryan Brumbaugh, with approximately 10 years of professional experience, will

coordinate field activities, manage data collection, processing, and report preparation.

Client Responsibilities

MUNDELL requests that Structurepoint provide us with pertinent information concerning the project site. The following would be beneficial to the successful completion of the geophysical survey:

- It is assumed that a client representative will be available at the site to arrange access and interface with the owners and other individuals concerning the site as needed.
- Reportedly the site is covered with grass and vegetation. It was unknown if the area to be studied is occupied by vehicles or other movable objects. It should be noted that for the survey to be completed, all vehicles and movable metallic objects must be moved prior to our arrival at the site.
- If the survey area contains tall grass, weeds, or crops, it must be mowed level prior to our arrival at the site to avoid limiting the survey area.
- Please provide any site background information and historical information that might be at your disposal, such as an accurate plot map of the Site in electronic form if available.

Limitations

This proposal is based on fieldwork performed in Level D personal protection. It is assumed that no special, site-specific safety training will be required to conduct the services described. MUNDELL will postpone fieldwork and notify the client immediately if field conditions warrant an increase in personal protection. Such conditions may include potentially hazardous conditions created by the presence of feral animals, venomous snakes, standing water, noxious plants, or toxic substances. Additional concerns could also include personal security in higher crime areas. The client is responsible for arranging for security if it is deemed necessary.

Both aboveground and buried metallic objects such as utilities can, in some cases, create disturbances in geophysical data that make location of buried targets of interest difficult or impossible. If metallic utilities, fences, or reinforced concrete exist in part or all of the area of interest, it may not be feasible to make an accurate determination as to the presence of buried targets in those areas. Any movable sources of interference, such as automobiles, trucks, dumpsters or scrap metal, should be removed from the area to be investigated if at all possible.

Although water resistant, the geophysical equipment used in this survey will not operate in heavy rain. In the event of precipitation events that, could potentially damage geophysical equipment, MUNDELL will cease fieldwork and use that opportunity to process/analyze data already collected at the site, if possible. If adverse weather conditions persist, there may be additional standby and/or mobilization charges.

The price stated below does not include any site preparation work (such as mowing of grass or weeds) or related standby time. Any site clearance work that is necessary for MUNDELL to properly conduct the geophysical survey will be done at an additional cost.

Schedule

MUNDELL requires reasonable notification from Structurepoint before fieldwork can be scheduled. The cost stated below assumes that mobilization, fieldwork, and demobilization will be completed within two to three days. Our availability is subject to change pending receipt of project authorization. Generally, a final report can be delivered within two to four weeks of completion of the fieldwork. Delays due to inclement weather or site preparation and/or clearance may require remobilization and/or additional time on site.

Project Cost


The cost estimate for this recommended scope of work will consist of a lump sum price of **\$11,580**. Should you want to limit the survey technique to only GPR data collection then the lump sum price would be **\$9,625**. If the scope of services changes as a result of unforeseen site conditions or client requests, a new estimate of the cost to complete specific tasks will be provided.

All work will be conducted in accordance with the Terms and Conditions included with this proposal. If the proposal conditions above are acceptable to you, please acknowledge the terms by signing, dating, and returning the Proposal Acceptance Agreement via email or fax. Our fax number is (317) 630-9065.

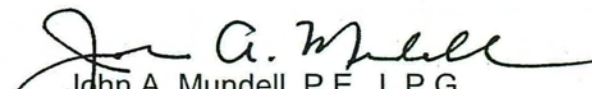
We appreciate the opportunity to provide this proposal for your consideration and look forward to your favorable acceptance of it. If you should have any questions regarding this proposal, please do not hesitate to contact us at (317) 630-9060 or by email at rbrumbaugh@mundellassociates.com.

Sincerely,

MUNDELL & ASSOCIATES, INC.



Ryan Brumbaugh, L.P.G.
Project Geophysicist



John A. Mundell, P.E., L.P.G.
Director of Geophysical Services

Attachments: Proposal Acceptance Agreement
General Terms and Conditions
Environmental Services Terms and Conditions

MUNDELL & ASSOCIATES, INC.
PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Proposal for Geophysical Consulting Services
Historic Burial Mapping
Project Name: Elkhart Prairie Cemetery
Project Address/Location: East Krecher Road, Goshen, IN
MUNDELL Proposal No.: P17007 *Date:* 1/31/2017
Proposed Cost Range: **\$11,580 (EMD + GPR) or \$9,625 (GPR Only)**
MUNDELL Project No.: _____ *Date:* _____

For Approval and Payment of Charges:

Invoices will be charged and emailed to the account of:

Firm: American Structurepoint, Inc.
Attention: Ms. Leah Boits
Street Address: 7260 Shadeland Station
City/State/Zip: Indianapolis, IN 46256
Telephone: (317) 547-5580
Email Address: lboits@structurepoint.com

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

This AGREEMENT together with MUNDELL's proposal, Fee Schedule, and the following Terms and Conditions constitute the entire agreement between the client and MUNDELL & Associates, Inc. and supersedes all prior written or oral understandings:

- ☐ General Terms and Conditions
☐ Environmental Terms and Conditions

SPECIAL PROVISIONS: _____

The AGREEMENT together with MUNDELL's proposal, constitutes the entire agreement between the client and MUNDELL & Associates, Inc. and supersedes all prior written or oral understandings:

For Approval of Charges:

Send Invoice to (if different from above):

Firm: _____
Address: _____ *Zip Code:* _____
Attention: _____
Telephone: _____ *Fax:* _____

MUNDELL & ASSOCIATES, INC.

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

MUNDELL & ASSOCIATES, INC. (MUNDELL) shall only be required to perform the services specified in this contract and Client shall compensate MUNDELL at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). MUNDELL will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, MUNDELL must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

2. RIGHT OF ENTRY

Client grants to MUNDELL the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to MUNDELL that it has the authority and permission of the owner and occupant of the site to grant right of entry to MUNDELL.

3. PAYMENT TERMS

MUNDELL will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from invoice date, regardless of whether client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2 %) per month, or the maximum allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by MUNDELL under this contract, are instruments of MUNDELL's service, but shall be property of Client. MUNDELL shall have the right to retain copies of all such materials. Unless otherwise specified, MUNDELL shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer governing.

5. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, MUNDELL MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY MUNDELL TO CLIENT. Client agrees to give MUNDELL written notice of any breach or default under this section and to give MUNDELL a reasonable opportunity to cure such breach or default, without the payment of additional fees to MUNDELL, as a condition precedent to any claim for damages.

6. RISK ALLOCATION

Due to the very limited benefit MUNDELL will derive from this project compared to that of other parties involved, including Client, Client agrees to limit MUNDELL's liability to Client, or

any other party using or relying on MUNDELL's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of MUNDELL to all those named shall not exceed \$50,000 or MUNDELL's total fee for the services rendered on this project, whichever is greater. MUNDELL will waive this limitation up to \$1,000,000 upon client's request and agreement in writing to pay an additional consideration of 10% of MUNDELL's total fee or \$500, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the result of MUNDELL's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of MUNDELL's liability for damages suffered by other design professionals, the contractor or subcontractor arising from MUNDELL's professional acts, errors or omissions.

7. INSURANCE & GENERAL LIABILITY

MUNDELL maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. MUNDELL has insurance coverage under public liability and property damage which MUNDELL deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event MUNDELL determines there may be significant risk that MUNDELL's invoices may not be paid on a timely basis, MUNDELL may suspend performance and/or retain any reports or other information until Client provides MUNDELL with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract up on providing thirty (30) days written notice to the other party.

9. ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of MUNDELL.

10. CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this

contract. No action may be brought against MUNDELL arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless MUNDELL shall have received within two (2) years after completion of services under this contract written notice specifying the alleged defects in MUNDELL's performance or other breach.

11. SAFETY

MUNDELL's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with MUNDELL's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of MUNDELL, nor the presence of MUNDELL's employees and its subcontractors shall be construed to imply MUNDELL has any responsibility for any activities on site performed by personnel other than MUNDELL's employees or subcontractors. Additionally, MUNDELL shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

12. ARBITRATION

If a claim is made against MUNDELL for inadequate, negligent or improper performance of services by MUNDELL pursuant to this contract, any party to this contract may demand that any such disputes be determined by arbitration. In that event, the party alleging such deficient performance will select an arbitrator and MUNDELL will select an arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay the arbitrator selected by that party and the expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Marion, State of Indiana. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

13. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any

consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

14. DELAYS IN WORK

MUNDELL will charge Client at standard rates for stand-by or non-productive time for delays in MUNDELL's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold MUNDELL liable for problems that may occur if MUNDELL's recommendations are not followed and waives any claim against MUNDELL, and agrees to defend, indemnify and hold MUNDELL harmless from any claim or liability for injury or loss that results from failure to implement MUNDELL's recommendations.

16. FORCE MAJEURE

Neither Client nor MUNDELL shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include the costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in MUNDELL's report, are based on information furnished by others and/or estimates made by MUNDELL's personnel and are only considered approximations, unless otherwise stated. MUNDELL may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.

MUNDELL & ASSOCIATES, INC.

ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are in addition to the General Terms and Conditions and any other standard Terms and Conditions included with this contract.

The presence of hazardous materials, including asbestos containing materials (ACM), on or beneath the surface of a site creates extraordinary risks which should be fairly and equitably allocated in proportion to the benefit between the Client and MUNDELL. (MUNDELL's benefit is relatively small as it consists only of the profit from its fee.) Also, such work involves unavoidable, non-transferable and often uninsurable risks for MUNDELL created by the nature of the hazardous materials and the tentativeness of present technology.

1. EXISTING SITE INFORMATION

Client shall furnish or cause to be furnished to MUNDELL all information known to Client that relates in any manner to subsurface hazards or human-made obstructions or hazardous conditions or materials on which site MUNDELL will be performing its services, including, but not limited to, hazardous wastes, hazardous substances, underground storage tanks, ACM, pipelines and utility lines. MUNDELL shall be entitled to rely upon the information provided by Client. Failure to notify MUNDELL shall result in Client assuming full liability for any and all cost, expenses and damages incurred by MUNDELL as a result of such failure. MUNDELL shall not be responsible for damage to subterranean structures which are not called to MUNDELL's attention or correctly shown on the documents furnished to MUNDELL. Client shall indemnify, defend and hold harmless MUNDELL from and against any claims, losses or damages incurred or asserted against MUNDELL related to Client's failure to mark, protect or advise MUNDELL of underground structures or utilities.

2. LIMITATION ON SCOPE OF SERVICES

MUNDELL has had no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which shall at no time become the property of MUNDELL. Client shall evaluate and select the proper disposal site for treatment or disposal of its hazardous materials and shall select the method of transportation and shall be solely responsible therefore. Any arrangements for treatment, storage, transport, or disposal of any hazardous materials that are made at the direction of Client and to be conducted or completed by MUNDELL shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless MUNDELL from and against any and all claims, damages, losses, liability, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, disposal or arrangement for transportation or disposal of hazardous materials, unless caused by the negligence or willful acts of MUNDELL.

3. AQUIFER CONTAMINATION

Client waives any claim against MUNDELL, and agrees to defend, indemnify and save MUNDELL harmless from any claim or liability for injury or loss as a result of cross-contamination caused by drilling and sampling unless due to MUNDELL's negligence or willful acts.

4. EXTENSION OF INDEMNIFICATIONS

Client agrees that all indemnifications granted to MUNDELL

also be extended to those subcontractors, individuals or organizations retained by MUNDELL for this work.

5. FAILURE TO DETECT HAZARDOUS MATERIALS

Client waives any claim against MUNDELL, and agrees to defend, indemnify and save MUNDELL harmless from any claims or liability for injury or loss arising from MUNDELL's failure to detect the presence of hazardous materials, including ACM, through techniques agreed upon in the scope of work, unless the failure to detect hazardous materials was due to MUNDELL's failure to properly execute the scope of work set forth in this Contract.

6. FIELD MONITORING AND TESTING

If MUNDELL's services include monitoring of work performed by other contractors, under no circumstances shall MUNDELL have the right or obligation to stop or direct the contractor's work. MUNDELL will only provide data and recommendations. MUNDELL shall not assume responsibility for contractor's means, methods, techniques, sequences or procedures and MUNDELL's services shall not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications and applicable laws and regulations. Continuous monitoring by MUNDELL's employees does not mean that MUNDELL is observing all activities of contractor or any other activities on site.

If MUNDELL is not retained to monitor remedial construction or ACM abatement recommended by MUNDELL, Client waives any claim against MUNDELL, and agrees to indemnify, defend and save MUNDELL harmless from any claim or liability for injury or loss arising from problems during remedial construction or ACM abatement.

7. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to governmental agencies with respect to any hazardous substances detected on site. If Client disregards MUNDELL's recommendations pertaining to reporting or public health and safety, Client waives any claim against MUNDELL and agrees to defend, indemnify and save MUNDELL harmless from any claim or liability for injury or loss arising from disregarding MUNDELL's recommendations.

8. SITE WORK

MUNDELL will take reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing of fences, removal of ACM core samples in insulation, pipe wrap, etc., drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

9. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify MUNDELL from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents, unless caused by MUNDELL's sole negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of

toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or persons before or after completion of services herein; allegations that MUNDELL is handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against MUNDELL alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend MUNDELL and pay on MUNDELL's behalf any judgment resulting against MUNDELL, including interest thereon, unless such damages are caused by MUNDELL's sole negligence.

10. ANALYTICAL TESTING

MUNDELL will require analytical tests to be performed in accordance with current standard characterization techniques (e.g., standard methods, ACM, EPA methods) established by the MUNDELL contract laboratory's SOP and QA/QC Manual.

11. DISCLOSURE

MUNDELL will maintain all information concerning the identity of samples, the analyses requested, and the results of such analyses, for a period of one (1) year from receipt of samples unless otherwise directed by court order or other legal process. Client shall be solely responsible for complying with all governmental requirements and Client shall indemnify and hold harmless MUNDELL for any costs, expenses or damages incurred by MUNDELL due to Client's failure to follow applicable reporting requirements.

12. ROOF CUTS

If roof cuts are authorized by Client in ACM investigation, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, MUNDELL may make temporary repairs at the time of sampling and inspection which may result in additional charges. MUNDELL's personnel are not certified in roofing repair and MUNDELL shall therefore under no circumstances be responsible for the adequacy and water tightness of the temporary repairs, nor shall MUNDELL be responsible for any water damage to the roofing system, building, or its contents resulting from MUNDELL's temporary repairs.

13. DISPOSAL OF CONTAMINATED SAMPLES

MUNDELL shall retain samples of soil, rock, waste or other materials contaminated by hazardous substances, including ACM, obtained from the project site for no longer than thirty (30) calendar days after issuing written test results, unless otherwise mutually agreed upon in writing, but such samples shall at all times remain the exclusive property of Client. Unless otherwise indicated, MUNDELL, solely as Client's agent, may make arrangements for proper transportation and disposal of the samples with appropriate licensed parties or may return the samples to Client. Client agrees to waive any claim against MUNDELL and to defend, indemnify and hold MUNDELL harmless from any claim or liability for injury or loss arising from MUNDELL's service as Client's agent in arranging for proper transportation and disposal of contaminated samples. In the event MUNDELL determines the contaminated samples constitute a large quantity or the samples are contaminated with toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.), CLIENT agrees to pay all transportation and disposal costs and provide a manifest signed by Client as generator for transportation to a site selected by Client, or MUNDELL will return the samples to the project site.

RESOLUTION 19-2017

Request to Negotiate and Execute an Agreement with Clark Farm Aggregates for Soil Disposal for the Salvage Yard Project

WHEREAS the Goshen Redevelopment Commission is requesting authorization to negotiate and execute an agreement with Clark Farm Aggregates for Soil Disposal for the Salvage Yard Project

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with Clark Farm Aggregates for Soil Disposal for the Salvage Yard Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the contract on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hershberger

Date: February 14, 2017

RE: Request to Authorize Negotiation and Execution of an Agreement with Clark Farm Aggregates for Non-Contaminated Soil Disposal for the East Lincoln Salvage Yard Project

IDEM requires that all contaminated soil that leaves a brownfield site be disposed of at a suitable landfill. For the salvage yard project, a large portion of the soil has been tested and contamination is present. There are areas on the site, however, that have poor quality soil that is not suitable for reuse but that is not deemed contaminated.

The City pays \$18.60 per ton for soil disposal at the Elkhart County Landfill. As a way to save funds as we begin this project, we have explored the option of taking the non-contaminated but not suitable for reuse soil elsewhere. We requested quotes from local gravel pits and only received one (1) response from Clark Farm Aggregates. They are in the process of reclaiming in their pit and would be interested in using the material for their project. They quoted a price of \$13.00 per ton which results in a \$5.60 savings per ton.

The stipulation for accepting the material is that they must provide a letter confirming that the soil will not leave their pit and be used at any other location. Because of the reclamation project, Clark Farm Aggregates is agreeable to this condition.

We do not yet know the total amount of soil that could be transported to this alternate location and on-site testing during remediation will be the deciding factor. At most, the quantity would be approximately 3,000 tons, which equates to approximately 4,500 tons. With the savings provided, this would equate to a substantial savings.

We are requesting permission from the Commission to execute an agreement with Clark Farm Aggregates to accept the non-contaminated but unsuitable soil from the salvage yard project for a price of \$13.00 per ton. The approval would be for this project only.

CLARK FARM AGGREGATES

24600 CR 36

GOSHEN, IN 46526

PH#-574-320-4983

E-mail advanced_exc@hotmail.com

Estimate

Date	Estimate #
1/14/2017	12861

Name / Address
GOSHEN REDEVELOPMENT COMMISSION 204 EAST JEFFERSON STREET SUITE 2 GOSHEN, IN 46528

Description	Qty	Rate	Total
THIS ESTIMATE IS FOR THE SITE AT 828 EAST LINCOLN AVENUE IN GOSHEN. DISPOSAL FEES FOR NON REUSABLE SOIL AND IS ONLY USED FOR RECLAMATION OF THE PIT. (DIRT THAT IS NON REUSABLE AND WILL NEVER LEAVE THE PIT) PRICE IS PER TON.		13.00	13.00
Total			\$13.00



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Dustin Sailor, P.E., Director of Public Works

**RE: WILSON AVENUE STORM SEWER PHASE I & HARTZLER CANAL BANK STABILIZATION
(JN: 2014-0076)**

Date: February 7, 2017

On August 26, 2015, the Goshen Redevelopment Commission signed an agreement with Mr. Greg Hartzler to assist in the restoration of his side yard, which was impacted by the reconstruction of a section of the Millrace Canal bank and the installation of a storm sewer between the Millrace Canal and Wilson Avenue. The agreed upon compensation amount was \$81,622.00.

Towards the end of the construction project relations between the City and contractor had deteriorated, and there was concern the contractor could not adequately rough grade the property and install the topsoil to a condition the Hartzler's would accept. Therefore, the contractor agreed to deduct from his contract the site grading, repair of the electric service and repair of the water service. For this work reduction, \$4,500.00 was deducted from the contract and transferred to the Hartzler's reimbursement amount. In addition, the Redevelopment Commission offered to provide 192 cubic yards of general topsoil and 132 cyd of screened topsoil valued at approximately \$5,400.00 delivered.

On December 6, 2016, Mr. Hartzler submitted a second invoice to the City documenting \$102,551.11 of restoration cost.

As a summary, it's the Goshen Engineering Department's recommendation that \$75,749.61 be reimbursed to the Hartzler's based upon the following:

1. Base Hartzler Agreement	\$81,622.00
2. Grading, Water Service and Electric Service Repair Allowance	\$4,500.00
3. Topsoil Allowance	\$6,666.19
4. Hartzler Invoice No. 1 Paid 11/05/2015	(\$17,038.58)
Subtotal = \$75,749.61	

RECEIVED
DEC 06 2016

Gregory A. Hartzler
1245 Wilson Avenue
Goshen, Indiana 46526

December 6, 2016

Dustin Sailor
Goshen City Engineering Department
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

Larry A. Barkes
Goshen City Legal Department
202 South Fifth Street
Goshen, Indiana 46528

Re: Second Request for Reimbursement Regarding 1245 Wilson Avenue Project

Gentlemen:

We have basically completed the Wilson Avenue project to the extent that could be done this year. There will be some more next year, but of a relatively minor nature.

I am enclosing a Request for Reimbursement. I want to make several observations to go with that request.

1. This does not include time by me and my wife. Together we had approximately 620 hours which can be itemized by the day. The arrangement with the City called for compensation to us at \$20.00 an hour for our time. However, because we are well over the budget by the City, I am assuming that is simply ignored.

2. I recognize that the topsoil calculations are a separate component. Consequently, I have tried to identify those separately. I believe that the screened topsoil came within the expected area. However, the general topsoil exceeded it. As I recall the discussions with the City at the time that the budget was being approved, we were really uncertain on overall topsoil and

at least some members of the Redevelopment Commission expressed an openness to looking at that if need be.

3. I have put an adjustment on the bill for upper yard work. We took the opportunity while all the heavy equipment was there to do some relatively minor stuff to the upper yard. To the extent it could be billed separately, it was. Thus, we had a separate bill for an irrigation system and fencing for the upper yard and various other items that I have noted elsewhere in the claim. As I reflect on the matter, I thought that there should be some adjustment for the time in the upper yard which was relatively minor as far as these things go. Consequently, I picked a number that I am comfortable covers that portion. However, because the overall bill is more than the City budget, it may not matter.

4. I tried to provide a pretty complete detail on the various checks and payments that were made. With the credit cards, sometimes I have receipts and sometimes I don't. However, all the indicated payments were made. If you conclude you need something else, please let me know. However, I will be unavailable for the next four and a half months and not have access to my records.

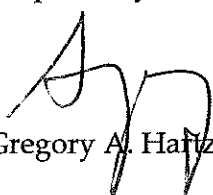
If you have any questions or feel some other documentation is needed, please let me know.

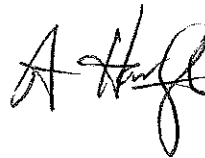
5. In general, my assumption is that the reimbursement from the City will be the balance left of the budget. If that is incorrect and/or you conclude you would like to discuss the situation, please let me know. Obviously, if the City is willing to pay more, we are glad to accept it based upon the expenditures made.

This is a new experience for us and obviously, hindsight is 20/20. If we were starting over, knowing what we know now, we would have tried to address certain things differently. On the other hand, given the scale of the project, we have probably gotten as good a result as we could hope for. I would still like the trees back, but realize that will not happen.

Thank you for your working with us and sensitivity to the importance our yard has for us.

Respectfully,


Gregory A. Hartzler



SECOND REQUEST FOR REIMBURSEMENT
RE: 1245 WILSON AVENUE PROJECT (TOPSOIL)

Gregory Hartzler and the City of Goshen acting through the Goshen Redevelopment Commission entered into a Reimbursement Agreement pertaining to Restoration Landscaping at 1245 Wilson Avenue. The Reimbursement Agreement was subsequently modified to add an additional \$4,500.00 for work which Hartzler assumes responsibility and was previously part of the H&S contract with the City, and also for topsoil which the City agreed to pay for as an additional item when H&S was relieved of that responsibility. The topsoil will be treated as a separate item. The description includes the date of Hartzler's check or the credit card payment of the expense, the check number, the payee, and the amount:

I Topsoil

(A) Screened/shredded topsoil. The City commitment was for 132 cubic yards.

November 24, 2015 - Ck #1881	Hostetler Lawn & Landscaping (Hostetler) paying Invoice #10221 attached. Three loads of topsoil used for creating the nursery to heal in plants and for future yard repair. Calculation of volume by backing out sales taxes yields 981.31 divided by 17.75 per ton equal 55.28 tons. Converting to cubic yards by dividing 55.28 by a conversion factor of 1.35 yields 40.95 cubic yards.	\$1,050.00
June 14, 2016 - Ck #1950	Reimburse Gary Henderson for charge by Knepp's Sand and Stone (Knepp). Part of Invoice #22074 for yard and flower bed repair. A total of 50.1 tons divided by 1.35 equal 37.1 cubic yards. (Invoice #22074 attached.) Also, Ticket #159417 and #159343.	\$894.23
June 17, 2016 - Ck #1952	Gary Henderson reimbursing for Elkhart County Gravel charge for topsoil. Ticket #205268. 21.11 tons which is equal to 15.63 cubic yards. (Ticket attached.)	\$400.93

September 18, 2016 - Ck #1993	Gary Henderson reimburse for Knepp Invoice #23246 for 18 tons of topsoil used in yard repair. 18 divided by 1.35 equal 13.33 cubic yards. (Invoice attached.)	\$332.24
December 2, 2016 - Ck #2031	Hostetler Lawn – part of Invoice #10402. Two loads of topsoil. Calculation: 600 divided by 1.07 equal 560.75 divided by 17.75 equal 31.59 tons divided by 1.35 equal 23.4 cubic yards. (Invoice attached.)	
	Total cubic yards of screened topsoil per above 130.41.	\$600.00
(B) <u>Regular Topsoil</u>	The City commitment was for 192 cubic yards.	
June 21, 2016 - Ck #1954	Geissinger Trucking for general topsoil used in yard repair. Invoice #7910. (Calculation total of 262.19 tons divided by 1.35 yields 194.21 cubic yards.) (Invoice attached.)	\$2,884.09
September 16, 2016 - Ck #1995	Geissinger Trucking for Invoice #8143. 42.88 tons of general topsoil. Dividing by 1.35 equal 31.76 cubic yards. (Invoice attached.)	
	Total cubic yards of general topsoil 225.97.	\$504.70
	Total spent on topsoil	\$6,666.19

II. General

December 2, 2015 - Ck #1882	Homer J. Miller. Invoice #535579. Removal of electric lines to pond and well from easement area to allow storm sewer installation. (Invoice attached.)	\$369.57
May 14, 2016 - Ck #1941	Gary Henderson. Invoice for work from 9/21/15 – 12/10/15. (Invoice attached.)	\$2,500.00
une 14, 2016 - Ck #1950 Ck #1993	Reimburse Gary Henderson for part of Invoice #22074 from Knepp. This involves a portion of the invoice for the boulders, plus sales tax thereon. (Invoice attached.)	\$48.95
June 17, 2016 - Ck #1951	Weldy & Sons Well Drilling. Invoice #10816. Drill and install new well and related equipment. (Invoice attached.)	\$5,782.38
June 28, 2016 - Ck #1958	Gary Henderson to reimburse for Elkhart County Gravel Ticket #581958. Gravel used in drainage and yard restoration. (Ticket attached.)	\$149.58
July 11, 2016 - Ck #1964	Gary Henderson to reimburse for gravel from Elkhart County Gravel used in yard reconstruction. Ticket #583218. (Ticket attached.)	\$299.59
July 15, 2016 - Ck #1965	Gary Henderson to reimburse for boulders purchased from Knepp. Ticket #162544. Used in yard reconstruction. (Ticket attached.)	\$138.30
July 16, 2016 - Ck #1966	M.W. Chupp, Inc. Invoice #8467. Plumbing and electrical services and installing electrical components for well in creating a structure to hold irrigation and well components, attaching to electrical service and related matters.	\$2,147.25

July 19, 2016 - Ck #1968	Gary Henderson to reimburse for material purchased from Farmer Tank, Inc. and used in drainage. Invoice #73144 attached.	\$326.89
July 21, 2016 - Ck #1969	Eagle Ready Mix – Delivery Ticket #171422. Concrete used in yard reconstruction. (Delivery Ticket attached.)	\$337.05
July 26, 2016 - Ck #1973	Gary Henderson to reimburse for material from Elkhart County Gravel used in yard reconstruction. Ticket #207951. (Ticket attached.)	\$26.19
July 26, 2016 - Ck #1974	Gary Henderson to reimburse for additional material purchased from Elkhart County Gravel and used in yard reconstruction. Ticket #208050. (Ticket attached.)	\$29.28
August 3, 2016 - Ck #1978	Yoder's Crane Service. Reset capitol as part of the yard reconstruction. Ticket #0006495 attached.	\$275.00
August 5, 2016 - Ck #1979	Gary Henderson to reimburse for costs for yard project purchased from Elkhart County Gravel. Ticket #208815 attached.	\$15.84
August 19, 2016 - Ck #1984	Hostetler Lawn. Invoice #10357. Work regarding yard reconstruction. (Invoice attached.)	\$2,825.00
August 19, 2016 - Ck #1985	Gary Henderson for services from March to July 29, 2016 per invoice.	\$18,734.26
September 3, 2016 - Ck #1991	Dave's Landscaping. Installation of base material and pavers around the Capitol, along with related work. (Invoice #22613 attached and includes other work in which did not involve re-landscaping the yard damage.)	\$3,800.00

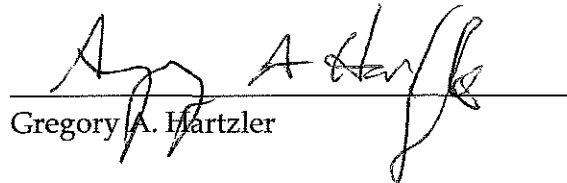
September 5, 2016 - paid by credit card	Viburnum purchased from Linton's. Copy of bill attached. Amount includes sales tax.	\$32.09
September 19, 2016 - paid by credit card	Schuell Fence. Replace split rail fence for the lower yard. Invoice #0023667 Attached.	\$1,368.00
October 1, 2016 - Ck #2002	M.W. Chupp, Inc. Invoice #8680. Services to reconnect electricity to pond area and to reinstall the water line into the peony bed with new hydrant. (Invoice attached.)	\$840.66
October 5, 2016 - Ck #2003	Rainbow Irrigation. Reconnect old irrigation system and install new irrigation system in lower yard. Invoice #14084 attached.	\$7,375.88
October 6, 2016 - Ck #2005	Gary Henderson to reimburse for costs of renting edger from Four Star Rental and for gravel material from Elkhart County Gravel, Ticket #212441. (Ticket attached.) Contract #92426 Attached.	\$124.06
October 7, 2016 - paid by credit card	Knepp's Sand and Stone Invoice, #23621 for materials used by Gary in yard restoration.	\$1,107.24
October 11, 2016 - Ck #2007	Artistic Greens, LLC. Construction, delivery and installation of the cabinet to cover the outdoor components of the irrigation system and well. Invoice #0077. (Invoice attached.)	\$1,424.03
October 14, 2016 - Ck #2009	McKinley Garden Center. Invoice #2862, 2863, 2864 attached. Plants and planting services in yard restoration. Paid for with a combination of checks and credit card.	\$6,157.94

October 24, 2016 - Ck #2013	Gary Henderson to reimburse for edger rental from Four Star - Invoice #92636, and concrete used in landscaping from Lowe's. (Invoice attached.)	\$110.74
October 24, 2016 - paid by credit card	Knepp's Sand and Stone, Invoice #23703 for materials used in yard restoration. (Invoices attached.)	\$168.04
October 24, 2016 - paid by credit card	Knepp's Sand and Stone, Invoice #23822 for materials used in yard restoration. (Invoice attached.)	\$410.46
October 28, 2016 - Ck #2016	Gary Henderson for landscaping services from August 15 – September 30, 2016 per invoice. (See invoice attached.)	\$19,555.00
October 28, 2016 - Ck #2017	Hostetler Lawn - Invoice #10375. Excavation and installation of catch basin with 6" pipe for drainage as part of the yard restoration. Note that no charge to the City for upper yard work. (Invoice attached.)	\$1,100.00
November 17, 2016 - paid by credit card	Knepp's Sand and Stone, Invoice #24069 for boulders used in yard restoration. (Invoice attached.)	\$95.50
November 19, 2016 - Ck #2023	McKinley Garden Center. Additional plants and planting services as part of the yard restoration.	\$1,706.81
December 1, 2016 - Ck #2029	Gary Henderson for landscape restoration services from October 1 – November 18, 2016 per invoice. (Invoice attached.)	\$15,217.60
December 1, 2016 - Ck #2031	Hostetler Lawn. Invoice #10402 for services in connection with the yard restoration, excluding topsoil and which appears elsewhere. (Invoice attached.)	\$4,285.74

General Total	\$98,884.92
Adjust for Upper Yard Work	(\$3,000.00)
General Total After Adjustment	\$95,884.92
Overall Total of Topsoil and General After Adjustment	\$102,551.11

If you have any questions pertaining to this invoice, please let me know.

Submitted this 6th day of December, 2016.



Gregory A. Hartzler

HOSTETLER LAWN & LANDSCAPING, INC

53670 SR 13 • Middlebury, IN 46540
Phone: 574-825-9385 • Fax: 574-825-3758
www.BuildingYourFieldOfDreams.com

Invoice

DATE	INVOICE #
11/19/2015	10221

BILL TO:

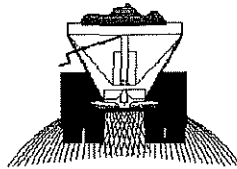
Hartzler, Greg
1245 Wilson Ave
Goshen, IN 46526

DESCRIPTION	AMOUNT
June 26 -- 1 load of topsoil delivered	350.00
September 01 -- 2 loads of topsoil delivered	700.00
<p><i>Building YOUR Field of Dreams</i></p> <p><i>PLC # 2 8-15</i> <i># 1881</i></p>	
Thank you for your business.	
Please remit to above address. TERMS: Net 15 days. 1.5% interest added per month on all past due accounts.	TOTAL \$1,050.00

Remit To Address:
PO Box 122
New Paris, IN 46553

Physical Address:
70765 CR 23
New Paris IN 46553

Knepp Sand & Stone



574-831-4949

Invoice

DATE	INVOICE #
6/6/2016	22074

BILL TO

GARY HENDERSON
59207 OLD CR 17
GOSHEN IN 46528

TERMS

upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
24.18	tons	Shredded Topsoil	159417	17.25	417.11T
25.92	tons	Shredded Topsoil	159343	17.25	447.12T
0.61	tons	Large Boulders 2' and up del to 1245 Wilson Ave Goshen	159134	75.00	45.75T
		Ind Sales Tax		7.00%	63.70

pd by
1950
6-14-16

"When you can't change the direction of the wind, adjust your sails"

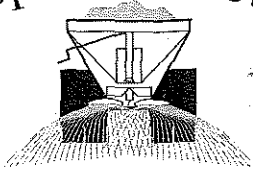
Total

\$973.68

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

Knepp Sand & Stone

(574) 831-4949



PO Box 122
New Paris, IN
46553

Sold To:

Gary Henderson

Address:

REG ☐

HICAL ☐

GYPSUM ☐

HC#2 ☐

5h topsoil

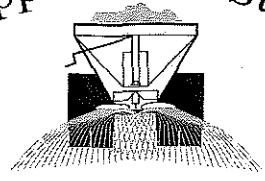
DATE	<i>01/16/12</i>		
VRT	<i>18 (642)</i>		
SPREADING	GROSS	77340 lb	
DELIVERED	TARE	25500 lb	
PICKED UP	NET	51840 lb	
NET WT. <i>25.92</i>	@ <i>7.25</i>	PER TON	AMOUNT \$
DRIVER <i>Henry</i>	SUBTOTAL		\$
159343	REC'D BY:	TAX	\$
		TOTAL	\$

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

Knepp Sand & Stone

(574) 831-4949



PO Box 122
New Paris, IN
46553

Sold To: Gary Henderson
Address: _____

REG ☐ HICAL ☐ GYPSUM ☐ HC#2 ☐

Sh topsoil

DATE	3013 821Jun/02		
VRT	OK bed		
SPREADING	GROSS	74680 lb.	
DELIVERED	TARE	26300 lb	
PICKED UP	NET	48380 lb	
NET WT. 24.18 @ 1725	PER TON	AMOUNT	\$417.11
DRIVER M110		SUBTOTAL	\$
159417	REC'D BY: <u>SR</u>	TAX	\$ 29.20
		TOTAL	\$ 446.31

WHITE COPY - OFFICE YELLOW COPY - CUSTOMER

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2
(574) 825-7913

Customer's
Order No.

1245 WILSON Date

Sold To

STAY HENDERSON

Address

Sold by	Cash	C.O.D.	Charge	On acct.
Kind of Material		<input checked="" type="checkbox"/>		
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
		GROSS		
		TARE		
		NET		

NET WEIGHT 21.11 @ 12.75 PER TON AMT. \$ 374.70

Driver:

205268

Rec'd By:

Tax

Total \$ 400.93

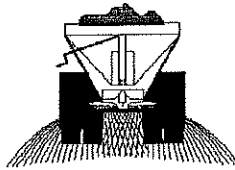
Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

Remit To Address:
PO Box 122
New Paris, IN 46553

Physical Address:
70765 CR 23
New Paris IN 46553

Knepp Sand & Stone



574-831-4949

1442
\$332.24
9-9-16

Invoice

DATE	INVOICE #
9/1/2016	23246

BILL TO
GARY HENDERSON 59207 OLD CR 17 GOSHEN IN 46528

TERMS
upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
18.00	yards	Shredded Topsoil Ind Sales Tax	55372	17.25 7.00%	310.50T 21.74
<div>015 (600)</div> <div>plg 121993 9-13-16</div>					

"When you can't change the direction of the wind, adjust your sails"

Total

\$332.24

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

Invoice

DATE	INVOICE #
12/1/2016	10402

Hartzler, Greg
1245 Wilson Ave
Goshen, IN 46526

DESCRIPTION	AMOUNT
September 19 -- Leveling in preparation for sprinkler system	375.00
October 07 -- 1 load of topsoil delivered @300.00 <i>12cy. shaded</i>	300.00
October 19 -- 1 load of topsoil delivered @300.00 <i>12cy shaded</i>	300.00
October 19, 25, & November 1 -- Leveling and seeding of area tore up by construction	3,250.00
5 bags of fertilizer picked up by Gary @30.00	150.00
4 rows of straw erosion blankets @100.00	400.00
<p>"Building YOUR Field of Dreams"</p>	
<p>Thank you for your business.</p>	
<p>Please remit to above address. TERMS: Net 15 days. 1.5% interest added per month on all past due accounts.</p>	<p>TOTAL \$4,775.00</p>

Geissinger Trucking LLC

10399 Shively RD
Nappanee, IN 46550

Phone #

574-633-4720

Invoice

Date

6/6/2016

Invoice #

7910

Bill To

Gary Henderson
59207 Old CR 17
Goshen, IN 46528

P.O. Number	Terms	Project	Ship	
	Net 30		6/6/2016	
Quantity	Item Code	Description	Price Each	Amount
216.64	Topsoil	6-2-2016 hauled to Wilson AVE. Goshen	11.00	2,383.04
45.55	Topsoil	6-10-2016 hauled to Wilson AVE. Goshen	11.00	501.05
		Sales Tax	7.00%	0.00
			Total	\$2,884.09

Thank you for your business.

FILE COPY

Gregory A. Hartzler
1245 Wilson Avenue
Goshen, Indiana 46526

June 21, 2016

Geissinger Trucking LLC
10399 Shively Road
Nappanee, IN 46550

Re: Invoice #7910

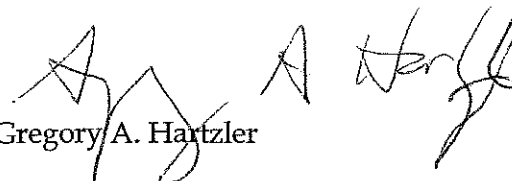
Gentlemen:

Please find enclosed a copy of your Invoice #7910 addressed to Gary Henderson. Further, please find enclosed my check in payment of that invoice in the amount of \$2,884.09.

The topsoil delivery was part of the commitment of the City of Goshen to provide topsoil to the project at 1245 Wilson Avenue.

If you have any questions, please contact Gary Henderson or the undersigned.

Respectfully,


Gregory A. Hartzler

Enclosures

GREGORY A. HARTZLER 06-88
1245 WILSON AVENUE
GOSHEN, IN 46526-4358

71-829/712

1954

DATE 6-21-14 PM



PAY TO THE
ORDER OF

Gessinger Trucking LLC

\$ 2884.00

Two thousand eight hundred eighty-four and 00/100 DOLLARS

Heat
Reactive
Ink

**FIRST
STATE** *Bank*

For # 7910

HOME
OWNERS
ADVANTAGE

MEMO

payed city

Greg A Hartzler MP

⑆071208297⑆

28 410 611 1954

LOOK FOR REACTIVE INK FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK

Geissinger Trucking LLC

10399 Shively RD
Nappanee, IN 46550

Phone #

574-633-4720

Invoice

Date

9/5/2016

Invoice #

8143

Bill To

Gary Henderson
59207 Old CR 17
Goshen, IN 46528

P.O. Number	Terms	Project	Ship	
	Net 30		9/5/2016	
Quantity	Item Code	Description	Price Each	Amount
42.88	Topsoil	9-1-2016 hauled to Wilson ST Sales Tax	11.00 7.00%	471.68T 33.02
<p>pd 9-16-16 H. C. G. S.</p>				

*Thank you for your business.***Total****\$504.70**

INVOICE NO.

535579

HJ Miller
22365 C.R. 118
Goshen, IN 46528

Invoice

SOLD TO <i>Greg Hartyler</i>	SHIPPED TO <i>under ground wire + conduit</i>	VIA
ADDRESS <i>1245 Wilson Ave</i>	ADDRESS <i>removal for City New drain</i>	
CITY, STATE, ZIP <i>Goshen In</i>	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE <i>8-17-15</i>
--------------------	---------	-------	--------	------------------------

2	3/4 PVC 90° elbows	1.80 ea	3	60
1	3/4 PVC coupling			64
1	1 1/2" PVC coupling		1	16
1	1 1/2 PVC 90° elbow		3	62
2	hr 80° 8-17-15		160	00
	dig & locate 3/4 electric conduit to water pond extend conduit above grd surface + cover hole.			
2 1/2	hr 80° 8-18-15-		200	00
	dig hole for electric conduit from garage to well + pond elect. cut line south of new drain and raise above grd - pull wire back into it box - locate water line across lawn.			
	Paid 12-2-15		Tax	55
	Check # 1882			
			369	57

Handwritten note:
5/15/15

May 15, 2015

MR & MRS GREG HARTZLER
1245 WILSON AVE
GOSHEN IN 46526

WILSON AVE. STORM SEWER AND CANAL BANK STABILIZATION LANDSCAPE PROJECT FROM
9/21/ to 12/10/15

Onsite and phone meetings with Greg and Dori, HIS (Grant), Dustin Sailor, Jason Hoffman,
Ron Hostetler and Dan Raber

Topics and concerns:

- location and elevation of 18" catch basin
- backyard and patio – water in basement after heavy rains
- watering duties while Greg and Dori were away 10/16 – 11/1
- toe drain installation
- stone mixed with soil from temporary roadbed
- soil condition too wet for topsoil installation – postpone until 2016 as discussed
- request permission to see topsoil source
- remove excess soil from spruce grass embankment
- note key elevations with transit
- propose possibility of Ron Hostetler and me taking over grading and soil installation from HIS

Billable hours – 50 hrs. @ \$50.00 \$2500.00

Work done – 9/20, 10/11, 16, 18, 20, 22, 24, 26, 30, 11/1, 9, 10, 11, 12, 16, 17, 19,
12/8, 9, 10 (more uncounted hours than above – and that's ok)

Thank you,

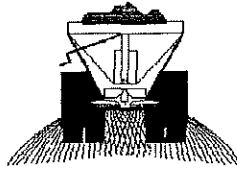


Gary Henderson

Remit To Address:
PO Box 122
New Paris, IN 46553

Physical Address:
 70765 CR 23
 New Paris IN 46553

Knepp Sand & Stone



574-831-4949

Invoice

DATE	INVOICE #
6/6/2016	22074

BILL TO
GARY HENDERSON 59207 OLD CR 17 GOSHEN IN 46528

TERMS
upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
24.18	tons	Shredded Topsoil	159417	17.25	417.11T
25.92	tons	Shredded Topsoil	159343	17.25	447.12T
0.61	tons	Large Boulders 2' and up	159134	75.00	45.75T
		del to 1245 Wilson Ave Goshen			
		Ind Sales Tax		7.00%	63.70
<div style="position: relative; height: 200px;"> Pl 627 # 1956 6-14-16 </div>					

<i>"When you can't change the direction of the wind, adjust your sails"</i>	Total	\$973.68
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We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

WELTY & SONS

WELL DRILLING, INC

P.O. Box 136
New Paris, IN 46553
574-831-2538

Invoice # 10816

6/6/2016

Gregory A Hartzler
1245 Wilson Ave
Goshen IN 46526-4358

<u>Qty.</u>	<u>Materials</u>	<u>Price</u>	<u>Amount</u>	<u>Description</u>
8	gravel pack	\$18.50	\$148.00	41.57123
1	10' screen	\$600.00	\$600.00	85.83137
3	grout	\$19.50	\$58.50	WL 8'
1	22 sqe15-220 1.5 HP	\$1978.00	\$1978.00	
1	sqe control box and transducer	\$784.00	\$784.00	
1	watertight enclosure	\$91.00	\$91.00	
1	JR-6 tank	\$145.00	\$145.00	
3	drain	\$7.52	\$22.56	0-27 sand
1	1 1/4" check valve	\$56.40	\$56.40	27-45 gravel
30'	1 1/4" sch 80 pipe	\$1.90	\$57.00	
1	1 1/4" coupling	\$3.50	\$3.50	
35'	12-2 sub wire	\$0.98	\$34.30	
1	well seal	\$59.20	\$59.20	
4	1 1/4" nipples	\$6.56	\$26.24	
1	relief valve	\$18.50	\$18.50	
1	1 1/4" cross tees	\$28.59	\$28.59	
1	1 1/4" union	\$23.89	\$23.89	
2	1 1/4" galv tees	\$16.70	\$33.40	
4	1 1/4" x 3/4" bushings	\$11.00	\$44.00	
1	1 1/2" brass bushing	\$17.56	\$17.56	
1	1 1/4" galv. coupling	\$6.23	\$6.23	

<u>Item</u>	<u>Amount</u>
45' 4" Well	\$800
Grouting Well	\$150
2 Men Labor	\$300

pd 6-17-16
1951

<u>Materials</u>	\$4235.87
<u>7% Tax</u>	\$296.51
<u>Total</u>	\$5782.38

Grand Total \$5782.38

Due on receipt
2% Finance Charge
per month after 30 days

Thank You For Your Business!

***Welty and Sons
Well Drilling, Inc***

Phone 574-831-2538

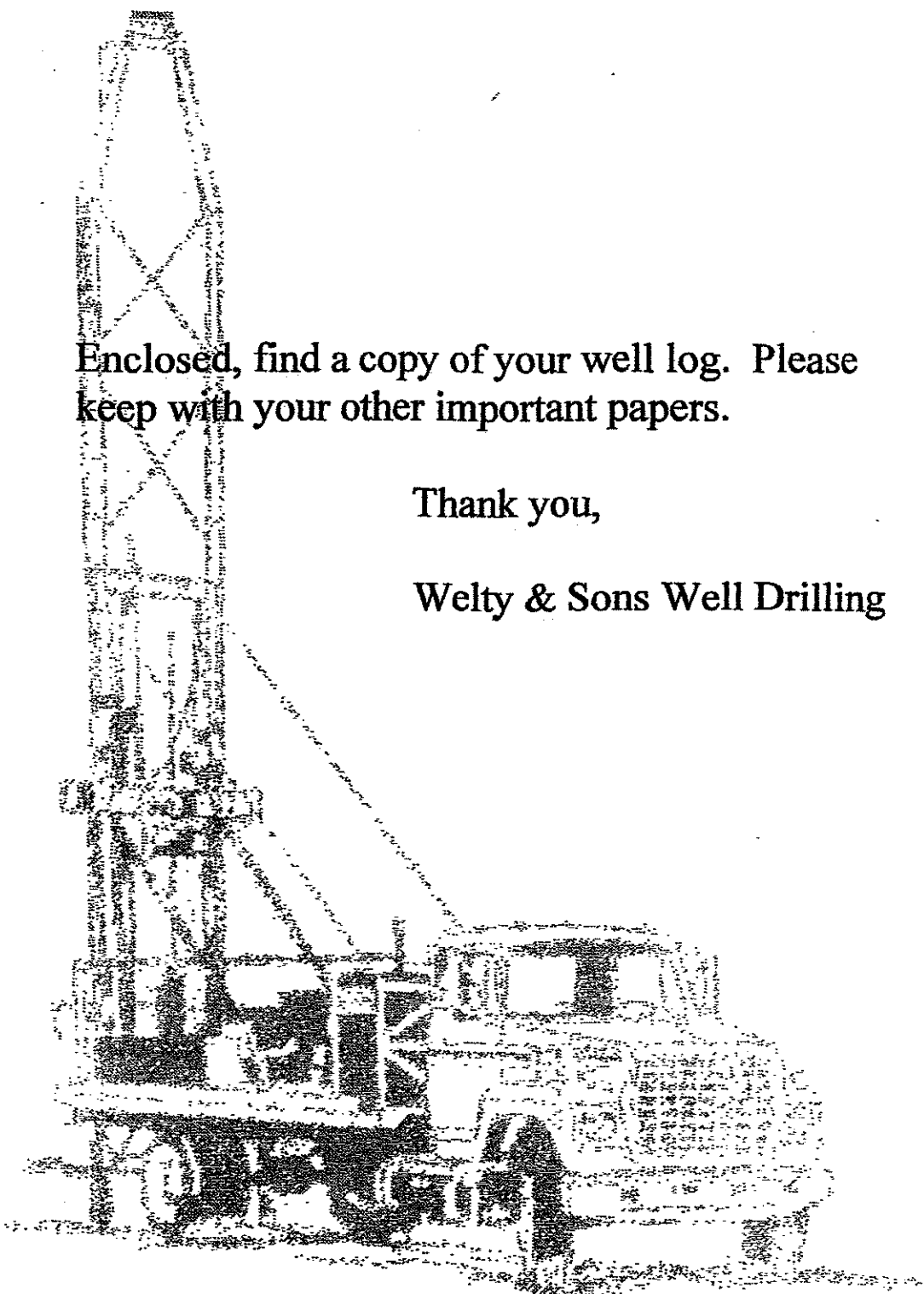
PO Box 136
19159 CR 146
New Paris, IN 46553

Fax 574-831-2534

Enclosed, find a copy of your well log. Please
keep with your other important papers.

Thank you,

Welty & Sons Well Drilling





RECORD OF WATER WELL

State Form 35680 (R4 / 4-92)

Mail complete record within 30 days to:
INDIANA DEPARTMENT OF NATURAL RESOURCES
Division of Water
402 W. Washington St., Rm. W264
Indianapolis, IN 46204
(317) 232-4160

Fill in completely

WELL LOCATION				
County where drilled Elkhart	Civil township Elkhart	Township 36N	Range 6E	Section 16
Driving directions to the well location (include county road names, number, subdivision lot number with consideration to intersecting road and trip origination). There is space for a map on reverse side. between Lafayette and Murray Streets on West side Wilson Ave.				
OWNER - CONTRACTOR				
Name of well owner Gregory A. Hartzler			Telephone number	
Address (number and street, city, state, ZIP code) 1245 Wilson Ave., Goshen, IN 46526				
Name of building contractor			Telephone number	
Address (number and street, city, state, ZIP code)				
Name of drilling contractor Wetty Sons Well Drilling, Inc.			Telephone number 574 831 2538	
Address (number and street, city, state, ZIP code) P.O. Box 136, New Paris, IN 46553				
Name of equipment operator Brent Wetly			License number 306	Date of completion 6-9-16
CONSTRUCTION DETAILS			WELL LOG	
Use of well: <input checked="" type="checkbox"/> Home <input type="checkbox"/> Industry <input type="checkbox"/> Test <input type="checkbox"/> Irrigation <input type="checkbox"/> Public supply <input type="checkbox"/> Stock <input type="checkbox"/> Other (specify):			FORMATIONS: Type of material	
Method of drilling: <input checked="" type="checkbox"/> Rotary <input type="checkbox"/> Jet <input type="checkbox"/> Bucket rig <input type="checkbox"/> Cable tool <input type="checkbox"/> Rev. rotary <input type="checkbox"/> Other			From (feet) To (feet)	
Casing length 40 feet	Material PVC	Diameter 4 inches	Sand	
Screen length 10 feet	Material PVC	Diameter 4 inches	Gravel	
Screen slot size 0.030	Total depth of well 45'			
Depth of pump setting 30'	Water quality (clear, cloudy, odor, etc.)			
Type of pump <input checked="" type="checkbox"/> Submersible <input type="checkbox"/> Shallow-well jet <input type="checkbox"/> Other (specify):				
WELL CAPACITY TEST				
Check one <input type="checkbox"/> Bailing <input checked="" type="checkbox"/> Air <input type="checkbox"/> Pumping	Test rate 45 gpm 0.5 hrs.			
Drawdown feet	Static level (depth of water) 8 feet			
GROUTING INFORMATION		WELL ABANDONMENT		
Grout material Bentonite Grout	Depth of grout 0 to 35 ft	Sealing material	Depth filled From To	
Method of installation Pumped	Number of bags used 2	Method of installation	Number of bags used	
(Additional space for well log on reverse side)				

I hereby swear or affirm, under the penalties for perjury, that the information submitted

Signature of owner or authorized representative
R. A. Hartzler

Date
7-11-16

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2206 Q982068

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

NEW PARIS PLANT

(574) 831-2815

Customer's
Order No.

Date 12:41PM 6-21-16

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
		<input checked="" type="checkbox"/>		
LODP TO 310				
Kind of Material		<input checked="" type="checkbox"/>		
GRAVEL			De 1	
PIT RUN				
PEA GRAVEL			10.55 #3 GRAVEL CWT	
SAND			OK # 1387	
LIMESTONE			Paul Paul	
SAND SCREENING				
			GROSS	46300 lb
			TARE	25200 lb
			NET	21100 lb

NET WEIGHT	10.55 @ 13.25	PER TON	AMT. \$ 139.79
Driver:	Paul	Tax	9.79
581958	Rec'd By:	Total \$	149.58

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-302 REV. (4/02)

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2206 Q982068

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

NEW PARIS PLANT

(574) 831-2815

Customer's
Order No.

Date _____

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.	
Kind of Material		✓			
GRAVEL					
PIT RUN					
PEA GRAVEL					
SAND			CK + 1987		
LIMESTONE			Paid Paul		
SAND SCREENING			in		
			GROSS		
			TARE		
			NET		

NET WEIGHT	10.55 @ 13.25	PER TON	AMT. \$ 139.76
------------	---------------	---------	----------------

Driver:

Tax	
-----	--

581958

Rec'd By:

Total \$

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You !

ELG-302 REV. (4/02)

GREGORY A. HARTZLER 06-88
1245 WILSON AVENUE
GOSHEN, IN 46526-4358

PAY TO THE ORDER OF _____
Gary Henderson

\$ _____ \$ *149.⁰⁰*

One hundred forty-nine & ⁵⁸/₁₀₀

FIRST STATE BANK

HOME OWNERS ADVANTAGE

MEMO *Memo Book 531758*

DATE *6-28-16* DOLLARS

15076200297# 28 JUN 61 1958

71-829/712

1958

Shield™

Hearst Radio Inc.

Roy Afford

6-28-16
load of "53's" - used as base for
compaction gravel - to prevent
Gary pd & rebarbed Gary
from walk.

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2206 Q982068

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

NEW PARIS PLANT

(574) 831-2815

Customer's
Order No.

Date

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
		X		
Kind of Material				
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
			GROSS	60720 lb
			TARE	24000 lb
			NET	36720 lb

NET WEIGHT	18.36 @ 15.25	PER TON	AMT. \$	279.99
Driver:	John E	Tax		19.60
583218	Rec'd By:	Total \$		299.59

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-302 REV. (4/02)

71-828/712 1964

GREGORY A. HARTZLER 06-88
1245 WILSON AVENUE
GOSHEN, IN 46526-4358

DATE 7-11-16

Shield

Host Reactive Ink

PAY TO THE ORDER OF Gary Henderson

Two hundred ninety nine & 59/100

\$ 299.59

DOLLARS

HOME OWNERS ADVANTAGE

FIRST STATE Bank

MEMO gravel

10712082971 28 410 611 1964

NP

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2206 Q982068

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

NEW PARIS PLANT

(574) 831-2815

Customer's
Order No.

Date

Sold To

Address

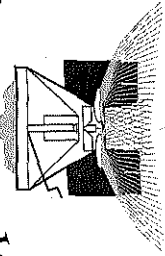
Sold by	Cash	C.O.D.	Charge	On acct.
		X		
Kind of Material				
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
			GROSS	60720 15
			TARE	24000 15
			NET	36720 15

NET WEIGHT	18.34 @ 15.25	PER TON	AMT. \$	278.99
Driver:	John E	Tax		19.60
583218	Rec'd By:	Total \$		298.59

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-302 REV. (4/02)

App Sand & Stone



PO Box 122
New Paris, IN
46553

(574) 831-4949

Sold To:

Address:

Wayne Anderson

REG ☐ HICAL ☐ GYPSUM ☐ HC#2 ☐

1-2' Boulders

8500

DATE	<i>07/15</i>
VRT	
SPREADING	GROSS <i>13220 lb</i>
DELIVERED	TARE <i>8520 lb</i>
PICKED UP	NET <i>4700 lb</i>

NET WT.	<i>2.35 @</i>	PER TON	AMOUNT	\$ <i>12903</i>
DRIVER			SUBTOTAL	\$
			TAX	\$ <i>905</i>
			TOTAL	\$ <i>13808</i>

162544

WHITE COPY - OFFICE YELLOW COPY - CUSTOMER

KNEPP SAND AND STONE
70765 COUNTY ROAD
NEW PARIS, IN 46553
(513) 831-4949

Bank ID: 6004
Merchant ID: 000012232604
Term ID: 002

Sale

XXXXXXXXXXXX2446

VISA Entry Method: Chip

Total: \$ 138.30

07/15/16 09:29:10

Inv #: 000006 Appr Code: 015287

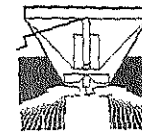
Apprvd: Online Batch#: 197001

Retrieval Ref. #: 88624991

Visa Credit
AID: 86000000031010
TSI: F800
IVR: 0000000000

Customer Copy

ENCRYPTED TRANSACTION



PO Box
New Paris.
46

(574) 831-4949

Sold To:

Address:

REG ☐ HICAL ☐ GYPSUM ☐ HC#2

DATE

VRT

SPREADING

GROSS

DELIVERED

TARE

PICKED UP

NET

NET WT.	PER TON	AMOUNT	\$
1.05 @			

DRIVER	SUBTOTAL	\$
--------	----------	----

REC'D BY:	TAX	\$
-----------	-----	----

TOTAL	\$138.50
-------	----------

WHITE COPY - OFFICE

YELLOW COPY - CUSTOMER

RECEIVED - INQUIRY

1991 00000000

1991 00000000
1991 00000000
1991 00000000

Inv # 000006 Appr Code: 015287
Batch#: 191001
09:29:10

Total: \$138.50

VISA Entry Method: Chip
XXXXXXXXXXXX2996

Sale

Net Total: 000012232604

1991 00000000
1991 00000000
1991 00000000

GREGORY A. HARTZLER 06-88
1245 WILSON AVENUE
GOSHEN, IN 46526-4358

71-829/712

DATE 7-15-16

1965

Shield™

\$138.50

Heat
Resistant
Ink

PAY TO THE
ORDER OF

One hundred thirty-eight & 50/100

DOLLARS

HOME
OWNERS
ADVANTAGE

FIRST
STATE Bank

VRAD
1:07:208 2971:

28 4:10 6:11 1965

A Hartzler

INVOICE

M. W. Chupp, Inc.

1902 Eisenhower Dr. North
Goshen, IN 46526
574-862-2736

DATE

7/8/2016

INVOICE #

8467

BILL TO

Greg Hartzler
1245 Wilson Ave.
Goshen, IN 46526

PROJECT

P.O. NO.

TERMS

Net 30

QUANTITY	DESCRIPTION	PRICE	AMOUNT
19	Hours Labor	65.00	1,235.00
	Sales Tax	7.00%	59.68
		<i>pl 7-16-16 ± P&G</i>	
Thank you!		TOTAL	\$2,147.25

INVOICE

M. W. Chupp, Inc.

1902 Eisenhower Dr. North
Goshen, IN 46526
574-862-2736

DATE

7/8/2016

INVOICE #

8467

BILL TO

Greg Hartzler
1245 Wilson Ave.
Goshen, IN 46526

PROJECT

P.O. NO.

TERMS

Net 30

QUANTITY	DESCRIPTION	PRICE	AMOUNT
40	1 1/2" PVC Conduit/ft	0.78	31.20T
1	1 1/2" PVC Conduit Connector	0.89	0.89T
2	1" PVC Conduit Connector	0.56	1.12T
1	3/4" PVC Conduit Connector	0.31	0.31T
3	1/2" PVC Conduit Connector	0.18	0.54T
1	1 1/4" Locknut	0.37	0.37T
2	1" Locknuts	0.27	0.54T
1	3/4" Locknut	0.16	0.16T
2	1/2" Locknut	0.12	0.24T
1	QO220 Sq D Breaker	23.32	23.32T
2	QO120 Sq D Breaker	11.13	22.26T
1	#2921 NM Cord Connector	7.15	7.15T
1	1/2" 1 Gang PVC FSS Box	8.06	8.06T
1	CR 15 Recept	1.74	1.74T
1	QO816L100D Sq. D Panel	137.84	137.84T
360	#6 THHN Wire/ft	0.62	223.20T
240	#10 THHN Wire/ft	0.27	64.80T
1	#PK7GTA Grounding Bar	10.42	10.42T
12	4" x 4" x 12' treated post	20.50	246.00T
24	3/4" Plywood /sq. ft.	1.45	34.80T
2	Bag Concrete Mix	7.14	14.28T
1	QO250 Sq D Breaker	23.33	23.33T
	Subtotal		852.57

Thank you!

TOTAL

FARMER TANK INC.

Phone (574) 264-4625
Fax (574) 264-6287

INVOICE

25575 Woodlawn Avenue
Elkhart, IN 46514

Date: 7/19/2016
Due Date: 7/19/2016

Inv. No.: 73144

Ship To:

Cash Sale
Gary Henderson
596-7021

SHIP VIA		OUR #	TERMS	YOUR #	SALES REP
CPU			COD		GFCH
ITEM #	DESCRIPTION		QTY	UNIT PRICE	EXTENDED PRICE
15PR	15" I.D. Plastic Riser Stock (Foot)		6	10.00	60.00
15G	15" Green Grate		1	85.50	85.50
15CC	15" Corrugated Pipe Split Coupling		1	18.00	18.00
MISC	15" Steel Beehive Grate		1	98.00	98.00
C415	4" x 100' Corrugated Solid Pipe		1	44.00	44.00

TERMS: All bills due on 10th of month following date of purchase. A service charge of 2% compounded per month on past due invoices (24% annual percentage rate).

NO NEW CHARGES WILL BE MADE WITH A PAST DUE BALANCE.
RETURNED ITEMS SUBJECT TO A 15% RESTOCKING CHARGE.

"I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF A DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS."

*15% HANDLING CHARGE FOR ALL RETURNED ITEMS

SUB TOTAL	\$305.50
TAX	\$21.39
TOTAL	\$326.89
NET TO PAY	\$326.89

RECEIVED BY _____ DELIVERED BY _____

REMITTANCE COPY

FARMER TANK INC.

Phone (574) 264-4625
Fax (574) 264-6287

25575 Woodlawn Avenue
Elkhart, IN 46514

INVOICE

Date: 7/19/2016 Inv. No.: 73144
Due Date: 7/19/2016

Ship To:

Cash Sale
Gary Henderson
596-7021

SHIP VIA	OUR #	TERMS	YOUR #	SALES REP
CPU		COD		GFCH
ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
15PR	15" I.D. Plastic Riser Stock (Foot)	5	10.00	50.00
15G	15" Green Grate	1	85.50	85.50
15CC	15" Corrugated Pipe Split Coupling	1	12.00	12.00
MISC	15" Steel Beehive Grate	1	98.00	98.00
C41S	4" x 100' Corrugated Solid Pipe	1	44.00	44.00

TERMS: All bills due on 10th of month following date of purchase. A service charge of 2% compounded per month on past due invoices (24% annual percentage rate).
NO NEW CHARGES WILL BE MADE WITH A PAST DUE BALANCE.
RETURNED ITEMS SUBJECT TO A 15% RESTOCKING CHARGE.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF A DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS.
% HANDLING CHARGE FOR ALL RETURNED ITEMS

SUB TOTAL	\$305.50
TAX	\$21.39
TOTAL	\$326.89
NET TO PAY	\$326.89

RECEIVED BY _____ DELIVERED BY _____

REMITTANCE COPY

CUSTOMER COPY

SALE AMOUNT \$326.89

07/19/2016 10:15:56

FARMER TANK INC
25575 WOODLAWN AVE
ELKHART, IN 46514-0000

CREDIT CARD

VISA SALE

Card # XXXXXXXXXXXX2446
Chip Card: Visa Credit
AID: A0000000031010
ATC: 0010
TC: 0560A55D5BC6CC
SEQ #: 1
Batch #: 169
INVOICE
Approval Code: 019510
Entry Method: Chip Read
Mode: Issuer

GREGORY A. HARTZLER 06-88
1245 WILSON AVENUE
GOSHEN, IN 46526-4358

71-829/712

1968

DATE 7-19-16 MP



PAY TO THE ORDER OF Gary Henderson

\$ 326.89 / 100

Three hundred twenty-six & 89/100 DOLLARS

Heat
Reactive
ink

FIRST
STATE Bank

HOME
OWNERS
ADVANTAGE

MEMO paid

Gary A. Hartzler MP

⑆071208297⑆

28 410 611 1968

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT REACTIVE INK DETAILS ON BACK



DELIVERY TICKET

171422

574-642-4455 or 800-800-4430

SOLD TO CASH				ACCT# 10000		CASH		DATE 07/21/2016	
DELIVERY INSTRUCTIONS 1245 WILSON AVE GOSHEN-SR15 N/OF COLLEGE AVE TO LAFAYETTE W/TO WILSON N/TO ADDRESS				JOB NAME GARY HENDERSON				P.O.#	
LOAD QTY	COLLECTIVE QTY	ORDER QTY	PRODUCT DESCRIPTION				PRICE/UNIT	TOTAL	
2.00	2.00	2.00	MLP40 4000 PSI Limestone				125.00	250.00	
1.00	1.00	1.00	DEL-SLC2 Small Load Chrg				65.00	65.00	
<div>PAID check # 1969</div> <div>C.O.D.</div>									
DRIVER B. Ritchie		TRUCK # 158		UNLOADING TIME IN EXCESS OF 5 MINUTES / CUBIC YARD; \$75.00 / HOUR				PREVIOUS TOTAL:	
				LOAD	ARRIVE JOB	BEGIN POUR	END POUR	LEAVE JOB	
USE SONOTUBE		SLUMP 5.00		10:10 AM	:	:	:	:	SUB TOTAL: 315.00
ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH, ANY WATER ADDED IS AT CUSTOMER RISK.				#GALS:		WATER ADDED BY AUTHORITY OF:			
						SALES TAX: 22.05			
ALL INVOICES ARE DUE ON THE 15 TH OF THE MONTH FOLLOWING STATEMENT DATE. DISCOUNTS MUST BE EARNED AND MAY BE TAKEN ONLY IF PAID ON OR BEFORE THE 15 TH OF THE MONTH FOLLOWING THE STATEMENT DATE AND ONLY IF THERE ARE NO OTHER PAST DUE INVOICES. A SERVICE CHARGE OF 2% PER MONTH WILL BE ADDED TO ACCOUNTS NOT PAID WHEN DUE. THIS IS AN ANNUAL RATE OF 24%.						PAY TOTAL: 337.05			
I HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN PAYMENT OF ANY AMOUNT DUE, TO PAY ANY ADDITIONAL RELATED COSTS OF COLLECTION INCLUDING AGENCY OR ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS COVERING THESE TRANSACTIONS. BUYER ASSUMES RESPONSIBILITY FOR DAMAGE DONE TO OR CAUSED BY APPURTENANCE; INCLUDING BUT NOT LIMITED TO STUMPS, BURIED OBJECTS, SEPTIC TANKS, SPRINKLER SYSTEMS, UTILITIES OR OVERHEAD LOW-HANGING WIRES, AS WELL AS; CHARGES FOR TOWING AND/OR DAMAGE TO TRUCK DUE TO BUYERS FAILURE TO PROVIDE PROPER ACCESS TO THE JOB SITE. COMPLETE TERMS ON REVERSE SIDE.						RECEIVED BY:			
						X			
						WARNING: PORTLAND CEMENT IS IRRITANT TO EYES AND SKIN!			

CORPORATE OFFICE - 65723 US 33 EAST - GOSHEN, IN 46526

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2

(574) 825-7913

Customer's
Order No.

Date

812904 7-25-16

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
	<input checked="" type="checkbox"/>			
Kind of Material		<input checked="" type="checkbox"/>		
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
		GROSS	14400 lb	
		TARE	8280 lb	
		NET	6120 lb	LBS.

NET WEIGHT	30. @ 800	PER TON	AMT. \$ 2412
Driver:		Tax	1.71
207951	Rec'd By:	Total \$	26.19

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2
(574) 825-7913

Customer's
Order No.

Date

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
	<input checked="" type="checkbox"/>			
Kind of Material				
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
GROSS				
TARE				
NET				

NET
WEIGHT

@ 800

PER
TON

AMT. \$

Driver:

207951

Rec'd By:

Tax

Total \$ 20.00

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG 305 REV (4/00)

GREGORY A. HARTZLER 06-88 1245 WILSON AVENUE GOSHEN, IN 46526-4358		71-829/712	1973
PAY TO THE ORDER OF Gary Henderson		DATE 7-26-88	Shield
Twenty six & 19/100		\$ 26.19	Heat Reactive Ink
FIRST STATE Bank		DOLLARS	
HOME OWNERS ADVANTAGE			
MEMO			
1:0712082971: 28 410 E" 1983			

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2
(574) 825-7913

Customer's
Order No.

Date 3/24/77

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
	<input checked="" type="checkbox"/>			

Kind of Material	
GRAVEL	<input checked="" type="checkbox"/>
PIT RUN	
PEA GRAVEL	
SAND	
LIMESTONE	
SAND SCREENING	
	GROSS 13220 lb
	TARE 8380 lb
	NET 6840 lb LBS.

NET WEIGHT 347	@ 8.00	PER TON AMT. \$27.36
Driver:		Tax 1.92
208050	Rec'd By:	Total \$ 29.28

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2
(574) 825-7913

Customer's Order No. _____ Date 7-26-66

Sold To _____

Address _____

Sold by	Cash	C.O.D.	Charge	On acct.
	<input checked="" type="checkbox"/>			
Kind of Material				
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
			GROSS	
			TARE	
			NET	LBS.

NET WEIGHT @ PER TON AMT. \$ 27.36

Driver: _____ Tax 1.92

208750 Rec'd By: _____ Total \$ 29.28

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

GREGORY A. HARTZLER 06-88 1245 WILSON AVENUE GOSHEN, IN 46526-4358		71-829/712	1974
PAY TO THE ORDER OF <u>Gary Henderson</u>		DATE <u>7-26-66</u>	MP
<u>Twenty seven & 28/100</u>		\$ <u>27.36</u>	MP
FIRST STATE Bank		DOLLARS	MP
HOME OWNERS ADVANTAGE			MP
MEMO <u>you</u>			MP
1:0712082971		28 410 E	1974

YODER'S CRANE SERVICE, INC.

11331 C.R. 24
MIDDLEBURY, IN 46540
(574) 825-5581

Customer's Order No.		Date		8-3		2016	
Name		Greg Hartzler					
Address		Wilson					
SOLD BY	CASH	C. O. D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
			✓				
QUAN.	DESCRIPTION				PRICE	AMOUNT	
12hr	Reset Capital				9110.00	16500	
	Driving Time					11000	
	TAX						
	TOTAL					27500	
0006495		Rec'd by					

GS-201-2 PRINTED IN U.S.A.

Thank You



ELKHART COUNTY GRAVEL, INC.
INDOT Source #2700 Q982112 IDOT #52100-56
SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
 NEW PARIS, IN 46553
 (574) 831-2815

MIDDLEBURY PLANT 2
(574) 825-7913

Customer's
 Order No.

Date 10/24/08 8-05-15

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct
Kind of Material		✓		
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
		GROSS	11940	15
		TARE	8240	15
		NET	3700	15 LBS.

NET WEIGHT 185 @ 80 PER TON AMT. \$ 1480

Driver:

Tax 109

208815

Rec'd By:

Total \$ 1589

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2

(574) 825-7913

Customer's
Order No.

Date

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
Kind of Material				
GRAVEL				
PIT RUN				
PEA GRAVEL				
SAND				
LIMESTONE				
SAND SCREENING				
			GROSS	11940 LB
			TARE	6240 LB
			NET	5700 LB

NET WEIGHT 1.85 @ 8.25 PER TON AMT. \$ 14.80

Driver:

Tax

208815

Rec'd By:

Total \$ 15.01

Delivery charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

MEMO

NO. 0712082977

28 4.10 6.11 1979

Pay TO THE ORDER OF Gary Hartzler

Eighteen & 20/100

\$ 15.01

HOME OWNERS ADVANTAGE

DOLLARS

Real Reproductive Ink

DATE 8-5-76

71-829/712

1979

GREGORY A. HARTZLER 06-88

1245 WILSON AVENUE

GOSHEN, IN 46526-4358

Shield

HOSTETLER LAWN & LANDSCAPING, INC.

53670 SR 13 • Middlebury, IN 46540
Phone: 574-825-9385 • Fax: 574-825-3758
www.DesignBuildSportsFields.com

Invoice

DATE	INVOICE #
8/15/2016	10357

BILL TO:

Hartzler, Greg
1245 Wilson Ave
Goshen, IN 46526

DESCRIPTION	AMOUNT
May 25 - new lawn area disced to work up soil	500.00
May 26 - area leveled and graded	450.00
June 2 - topsoil leveled and graded with skid loader and leveling tractor	1,500.00
June 13 - skid loader used to auger holes	375.00
<p><i>"Building YOUR Field of Dreams"</i> <i>pd 8-19-16</i></p>	
Thank you for your business.	
Please remit to above address. TERMS: Net 15 days. 1.5% interest added per month on all past due accounts.	TOTAL \$2,825.00

Aug. 13, 2016

Mr. and Mrs. Greg Hartzler
1245 Wilson Ave.
Goshen IN 46526

From March to July 29, 2016

Weekly onsite visits after snow melt to observe soil conditions and drainage issues – NC

Work projects to date:

- phone conversations and/or onsite meetings with Greg, Dori, suppliers and contractors
- disc all disturbed areas and establish new rough grade by filling in low areas with the existing soil (worked with Ron H.)
- remove "HIS" netting along levy
- move boulders to allow for grade changes; forsythia transplanting and visual inventory for retainer wall construction
- help Ron and Landon grade truckloads of topsoil
- excavate construction soil from peony and well area beds, replace with shredded topsoil (mix salvaged peony bed topsoil with shredded topsoil), fill in low areas and levy bank with excavated spoils
- begin concrete pond syphoning and cleaning process
- cover 18" catch basin with filter cloth
- flag plantings on the water side of levy; install salvaged shrubs, perennials, additional soil, onsite rocks and woodchip mulch to reduce erosion hold moisture and suppress weeds. (Thank you, Greg and Dori, for your help with the above and ongoing watering detail.)
- discussions regarding: split rail fence, H-frame, yard light, capitol garden, asphalt pull-off and additional yard drains
- additional topsoil and grading (hand and bobcat) around beech tree and H-frame areas
- flag updated boulder wall configuration and excavate excess soil; install and compact #53 processed gravel base; install pipe to French drain; begin selecting and installing onsite boulders
- prep and install capitol footer; remove props, maple tree roots and topsoil in paver areas; install and compact #53 processed gravel; install sleeve for irrigation

Material in addition to bills already paid:

sand, pipe and fittings for boulder wall	\$ 157.18
36" form tube and framing for capitol footer	<u>35.08</u>
	192.26

Labor including bobcat, dumptruck and compactor \$ 18,542.00

work done – 3/23, 5/23, 25, 26, 28, 31, 6/1, 2, 6, 7, 8, 9, 10, 14, 15,	
16, 17, 21, 23, 24, 27, 28, 29, 7/6, 7, 8, 11, 12, 13, 14, 15, 19, 20,	
21, 22, 25, 26, 29	\$ 18,734.26

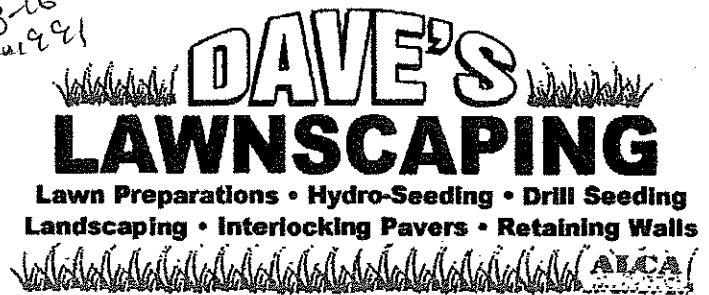
Thank you,


Gary Henderson

pd 8.19.16

Daves Lawnscapeing
59504 County Road 33 Unit B
Middlebury, IN 46540

12/8-16
V. 1991



Bill To
Greg Hartzler 1245 Wilson Ave Goshen, IN 46526

Phone # (574) 825-8873
Fax # (574) 825-0269
E-mail office@daveslawnscapeing.com

Date	Invoice #	Terms
9/1/2016	22613	Net 10

Item	Description	Amount
Hardscape/Paver Installation	-Installed base material and pavers around capitol monument. Installed steps at each walk end.	3,800.00
Hardscape/Paver Installation	-Raised pavers beside cement well area labor & material	900.00

Payment Due upon job completion. A finance charge of 1.5% per month will be charged on all past due accounts.	Sales Tax	\$0.00
	Total	\$4,700.00
	Payments/Credits	\$0.00
	Balance Due	\$4,700.00

**ENCHANTED
GARDENS**



teleflora.

Garden Centre, Floral, Interior Décor Shoppe
Landscaping • Lawn Care • Nursery
Garden Cafe

315 County Road 17 • Elkhart, IN 46516
Phone: (574) 293-9699 • Fax: (574) 293-2764
Lintons.com

Date 9-5-16

Name _____ G.T.S.C. _____

Address _____

☐ Garden Centre ☐ Floral & Gift Shoppe ☐ Landscape ☐ Nursery ☐ Train
☐ Cash ☐ Check ☒ Charge Card ☐ Gift Certificate

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Viburnum		29.99
2	cards	6.95	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Salesperson <u>MATTE</u>		TAX <u>3.07</u>	TOTAL <u>46.96</u>

LINTON'S
315 CO. RD.
ELKHART IN 46
FLORAL SHOP
GARDEN CENT
574-293-9699 FAX 574-26
DATE 09/05/2016 MON TIN
GARDEN CENT T1
2X @6.95
GIFT SHOPPE T1
SUBTOTAL
SUBTOTAL
TAX1
TOTAL
CHARGE1
WWW.LINTONS.COM
Register 1
Tammy No.268179



Schuell Fence Co. 22377 Adams Rd.
South Bend, In. 46628 (574) 272-9200 FAX (574) 271-8156
www.schuellfence.com gabe.moore@schuellfence.com

INVOICE # 0023667

09/19/2016

GREG HARTZLER
1245 WILSON AVE.
GOSHEN, In. 46526

PRY CC
8-30-16

100' 42" high 3-RAIL SPLIT

QTY.	ITEM	AMOUNT
1	MATERIALS AND LABOR TO INSTALL 100'FT OF 3-RAIL SPLIT RAIL FENCE. @ 1368.00 =	1368.00 -----
	SUB TOTAL:	\$ 1368.00
	PAYMENT:	- 1358.00 -----
	TOTAL AMOUNT DUE:	\$ 10.00

THE BUYER WILL BE RESPONSIBLE FOR ANY COSTS INCURRED FOR COLLECTION FEES OR ATTORNEY
SERVICES DUE TO NON-PAYMENT IF INVOICE.
DELINQUENT PAYMENT CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF
18%, WILL BE ADDED TO ALL UNPAID INVOICES AFTER 30 DAYS.

INVOICE

M. W. Chupp, Inc.

1902 Eisenhower Dr. North
Goshen, IN 46526
574-862-2736

DATE

9/28/2016

INVOICE #

8680

BILL TO

Greg Hartzler
1245 Wilson Ave.
Goshen, IN 46526

*Pl - 10-1-16
2002*

PROJECT

P.O. NO.

TERMS

Net 30

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	#1597 15A GFI Recept	19.88	19.88T
1	#WP3100C 1 gang WP In Use Cover	9.57	9.57T
1	#Y34 Bury Woodford Hydrant	146.47	146.47T
30	3/4" PVC Conduit /ft.	0.31	9.30T
300	#12 THHN Wire/ft	0.14	42.00T
1	3/4" Brass 90	9.52	9.52T
2	3/4" Brass Barb Fitting	3.52	7.04T
20	3/4" Polyethylene Pipe #160 Waterline/ft.	0.72	14.40T
1	QO120 Sq D Breaker	11.13	11.13T
	Subtotal		269.31
8.5	Hours Labor	65.00	552.50
	Sales Tax	7.00%	18.85
Thank you!		TOTAL	\$840.66

Rainbow Irrigation, Inc.

21776 County Road 8
Bristol, IN 46507-9303

Invoice

rd 10-5-16
42083

Date	Invoice #
10/05/2016	14084

Bill To
Greg Hartzler 1245 Wilson Ave Goshen IN 46526

Ship To
Lower

				Terms	Due Date
				due upon receipt	10/05/2016
Service...	Item	Description	Qty	Rate	Amount
	Materials	materials for installation		4,047.55	4,047.55T
	Labor	labor for installation		3,045.00	3,045.00

THANK YOU FOR YOUR BUSINESS	Subtotal	\$7,092.55
\$25.00 late fee will be charged to all invoices 30 days past invoice date plus 1.5% service fee (18% annum)	Sales Tax (7.0%)	\$283.33
	Total	\$7,375.88
	Payments/Credits	\$0.00
	Balance Due	\$7,375.88

Phone #
(574) 848-4817

ELKHART COUNTY GRAVEL, INC.

INDOT Source #2700 Q982112 IDOT #52100-56

SAND - GRAVEL - LIMESTONE

19242 U.S. 6 EAST
NEW PARIS, IN 46553
(574) 831-2815

MIDDLEBURY PLANT 2

(574) 825-7913

Customer's
Order No.

Date

214501 9-28-16

Sold To

Address

Sold by	Cash	C.O.D.	Charge	On acct.
	<input checked="" type="checkbox"/>			

Kind of Material	
GRAVEL	<input checked="" type="checkbox"/>
PIT RUN	
PEA GRAVEL	
SAND	
LIMESTONE	
SAND SCREENING	
	GROSS 12100 LB
	TARE 8200 LB
	NET 3840 LB

NET WEIGHT 1.92 @ 8.00 PER TON AMT. \$ 1526

Driver:

212441

Rec'd By:

Tax

Total \$ 1644

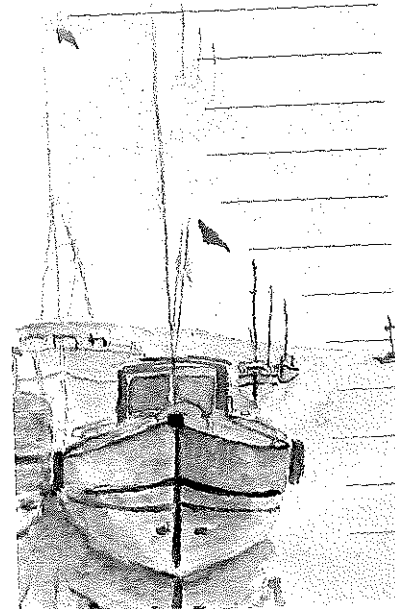
Every charge is for dumping only. Tailgate spreading is a courtesy and cannot be guaranteed. Thank You!

ELG-303 REV. (4/02)

Just a

check to

order
574



1504 Bashor Road
P.O. Box 1204
Goshen, Indiana 46527



(574) 533-0445

Fax: (574) 533-0446

fourstarrental.com

RENTED TO		JOB LOCATION	TICKET #	
HENDERSON, GARY A 59207 OLD CR 17 GOSHEN IN 46526			Con# 92426 Loc 100	
PHONE		OUT	DATE	TIME
H (574) 875-6057			10/04/16	8:30 AM BA
DExp	PO/JOB #	RECEIVED BY	RETURNED	
01/10/2018		HENDERSON, GARY A	10/05/16	8:33 AM BW

FINAL

Page: 1

QTY	ITEM#	MINIMUM	HOURLY	OVNITE	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
1	EDGER, BED	\$58.75/4	8.81		94.00	282.00	846.00	94.00	94.00
----- Payments -----									
	Visa				107.62	10/05/16			

SALE AMOUNT

\$107.62

CUSTOMER COPY

CARD # XXXXXXXXXXXX2446
Chip Card: Visa Credit
Chip Card AID: A0000000031010
ATC: 0012
TC: 6802AEC3A1B36094
INVOICE 0005
SEQ #: 0005
Batch #: 000266
Approval Code: 005871
Entry Method: Chip Read
Mode: Issuer

10/05/2016

08:34:27

FOUR STAR RENTAL
1504 BASHOR RD
GOSHEN, IN 46528

CREDIT CARD
VISA SALE

Hours: Mon-Fri 7:00-5:00
Sat 8:00-1:00 Sun Closed
Be my rock of refuge, to which
I can always go. Psalm 71:3

RENT	94.00	PREV PAID	0.00
SALES	0.00	PAID NOW	107.62
OTHER	0.00		
DMG WAIVER	6.58		
SME TAX	0.00		
SALES TAX	7.04		
DEPOSIT	0.00		

TOTAL DUE	107.62	TOTAL PAID	107.62
AMOUNT DUE	0.00		

ON BEHALF OF MYSELF OR MY FIRM, I HAVE READ, AND UNDERSTOOD, AND HAVE AGREED TO BE BOUND BY THE TERMS ON BOTH SIDES OF THIS AGREEMENT. IN ADDITION, I EITHER KNOW HOW PROPERLY TO OPERATE THE EQUIPMENT DESCRIBED ABOVE OR HAVE ASKED, RECEIVED AND UNDERSTOOD INSTRUCTIONS PROVIDED TO ME REGARDING THE PROPER OPERATION OF THE EQUIPMENT DESCRIBED ABOVE. I ALSO REPRESENT AND WARRANT THAT FOUR STAR RENTAL, LLC, HAS PROVIDED A COPY OF THIS AGREEMENT TO ME, AND THAT I HAVE READ AND AGREED TO THE TERMS ON THE REVERSE.

05-OCT-16

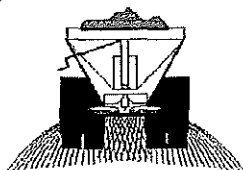
08:34:22

Renter's Signature **X**

Remit To Address:
PO Box 122
New Paris, IN 46553

Physical Address:
70765 CR 23
New Paris IN 46553

Knepp Sand & Stone



574-831-4949

Invoice

DATE	INVOICE #
10/3/2016	23621

BILL TO

GARY HENDERSON
59207 OLD CR 17
GOSHEN IN 46528

TERMS

upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
0.80	tons	Large Boulders 1' to 2'	166907	55.00	44.00T
3.00	pcs	24x48 Tread Blue Grey	166605	103.60	310.80T
50.00	pcs	Edg King - 20' piece		13.60	680.00T
		Ind Sales Tax		7.00%	72.44

ps by cc
10-7-16

"When you can't change the direction of the wind, adjust your sails"

Total

\$1,107.24

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

KRIEPP SAND AND STONE
70765 COUNTRY ROAD 23
NEW PARIS, IN 46653
(574) 831 4949

bank ID: 6004
Merchant ID: 000012232604
Term ID: 002

Phone Order

XXXXXXXXXXXX0043

VISA Entry Method: Manual

Total: \$ 1,107.24

10/07/16 12:42:07

Inv #: 000016 Appr Code: 267750

App. J: Online Batch#: 281001

AVS Code: EXACT MATCH Y

CVV2 Code: MATCH M

Retrieval Ref. #: 76086050

Customer Copy

Gregory Hartzler

Inv. 23621

ENCRYPTED TRANSACTION

3555 N. 850 W. Shipshewana, IN. 46565
office: (260) 768-7340 • fax: (260) 768-4243
email: lvartisticdreams@gmail.com

To Greg Hartzler

Terms

JOB INVOICE

0077

Phone <u>574.533-1171</u>	Date of Order <u>9-28-46</u>
---------------------------	------------------------------

Order Taken By JMY	Customer Order No.
---------------------------	--------------------

☒ Day Work ☐ Contract ☐ Extra

Job Name/No. #218

Job Location

Job Phone

Starting Date

Email

[illegible]

Thank You



MCKINLEY GARDEN CENTER

13333 McKinley Hwy.
TISHAWAKA, INDIANA 46545
(574) 255-0114

533-3002

NAME		DATE			
Greg Hartzler		10-4-16			
ADDRESS					
1245 Wilson Ave					
Goshen, IN		PHONE			
		536-2219			
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D
QTY.	DESCRIPTION Material				AMOUNT
22	Knockout Roses				
#3	32.99/25.00				550.00
39	Karl Foerster Dm.				
	Grass #2 18.99/15.00				585.00
19	Annabelle H. Dranger				
#3	34.99/30.00				
16	Creeping Phlox - Fort				570.00
	Hill Pink 6-packs				
	19.99/18.00				288.00
7	Tangela Barbary				
#3	39.99/35.00				245.00
TAX					
RECEIVED BY					
TOTAL					

2862

Thank You

All claims and returned goods MUST be accompanied by this bill.



McKINLEY GARDEN CENTER

13333 McKinley Hwy.
MISHAWAKA, INDIANA 46545
(574) 255-0114

NAME		Hartzler		DATE		10-4-16	
ADDRESS							
PHONE							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.		
QTY.	DESCRIPTION					AMOUNT	
1	Ole/1st - Metal						
	69.99/52.50					52.50	
1	Dreamcatcher Kulkulizia						
	#3 39.99/30.00					30.00	
1	Limelight Hydrangea						
	Tree form #7						
	149.99/130.00					130.00	
5	Limelight Hydrangea						
	#3 37.99/30.00					150.00	
400	Tulip Bulbs - Triumph						
	Mixture 20¢/55¢					220.00	
	PAID					2820.50	
	CASH 200.94 TAX					197.44	
RECEIVED BY	TOTAL					3017.94	

2863 9 5

Thank You

All claims and returned goods MUST be accompanied by this bill.



MCKINLEY GARDEN CENTER
13333 McKinley Hwy.
MISHAWAKA, INDIANA 46545
(574) 255-0114

NAME <i>Greg Hartzler</i>		DATE <i>10-4-16</i>			
ADDRESS <i>Leban</i>		PHONE			
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.
QTY.	DESCRIPTION			AMOUNT	
<i>9/15</i>	<i>24 hours</i>				
	<i>@ \$40 per hour</i>			<i>960.00</i>	
<i>9/23</i>	<i>16 hours</i>				
	<i>@ \$40 per hour</i>			<i>640.00</i>	
<i>9/27</i>	<i>13 hours</i>				
	<i>@ \$40 per hour</i>			<i>520.00</i>	
<i>10/4</i>	<i>25.5 hours</i>				
	<i>@ \$40 per hour</i>			<i>1020.00</i>	
				<i>3140.00</i>	
<i>PAID</i>					
<i>check #</i>					
<i>2009</i>					
<i>4513</i>					
TAX					
RECEIVED BY				TOTAL <i>3140.00</i>	

2864

Thank You

All claims and returned goods MUST be accompanied by this bill.

1504 Bashor Road
P.O. Box 1204
Goshen, Indiana 46527



(574) 533-0445

Fax: (574) 533-0446

fourstarrental.com

RENTED TO		JOB LOCATION		TICKET #	
HENDERSON, GARY A 59207 OLD CR 17 GOSHEN IN 46526				Con# 92636 Loc 100	
		PHONE	OUT	DATE	TIME
		H (574) 875-6057		10/17/16	8:45 AM BW
DExp	PO/JOB #	RECEIVED BY			
01/10/2018		HENDERSON, GARY A	RETURNED	10/17/16	12:55 PM BW

FINAL

Page: 1

QTY	ITEM#	MINIMUM	HOURLY	OVNITE	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
1	EDGER, BED	\$58.75/4	8.81		94.00	282.00	846.00	58.75	58.75

----- Payments -----
Visa

67.26 10/17/16

10/17/2016 12:56:10
FOUR STAR RENTAL
1504 BASHOR RD
GOSHEN, IN 46528
CREDIT CARD
VISA SALE
CARD # XXXXXXXXXXXX2446
Chip Card: Visa Credit
Chip Card AID: A0000000031010
ATC: 0013
TC: D723B88FDE35343D
INVOICE 0012
SEQ #: 0012
Batch #: 000276
Approval Code: 017280
Entry Method: Chip Read
Mode: Issuer
SALE AMOUNT \$57.26

CUSTOMER COPY

Hours: Mon-Fri 7:00-5:00
Sat 8:00-1:00 Sun Closed
Jesus often withdrew to lonely
places and prayed. Luke 5:16

RENT	58.75	PREV PAID	0.00
SALES	0.00	PAID NOW	67.26
OTHER	0.00		
DMG WAIVER	4.11		
SME TAX	0.00		
SALES TAX	4.40		
DEPOSIT	0.00		

ON BEHALF OF MYSELF OR MY FIRM, I HAVE READ, AND UNDERSTOOD, AND HAVE AGREED TO BE BOUND BY THE TERMS ON BOTH SIDES OF THIS AGREEMENT. IN ADDITION, I EITHER KNOW HOW PROPERLY TO OPERATE THE EQUIPMENT DESCRIBED ABOVE OR HAVE ASKED, RECEIVED AND UNDERSTOOD INSTRUCTIONS PROVIDED TO ME REGARDING THE PROPER OPERATION OF THE EQUIPMENT DESCRIBED ABOVE. I ALSO REPRESENT AND WARRANT THAT FOUR STAR RENTAL, LLC, HAS PROVIDED A COPY OF THIS AGREEMENT TO ME, AND THAT I HAVE READ AND AGREED TO THE TERMS ON THE REVERSE. 17-OCT-16 12:56:04

TOTAL DUE	67.26	TOTAL PAID	67.26
AMOUNT DUE	0.00		

Renter's Signature X



LOWE'S HOME CENTERS, LLC
2219 REETH BLVD.
GOSHEN, IN 46526 (574) 675-7000

- SALE -

SALES#: S0071HA2 2075675 TRANS#: 9067691 10-21-16

222710 QUIKRETE 50-LB CONCRETE M	40.64
2.68 DISCOUNT EACH	-0.14
16 @ 2.54	
107204 LCC SYSTEM USE ONLY	0.00 H

SUBTOTAL: 40.64

TAX: 2.84

INVOICE 26516 TOTAL: 43.48

LCC: 43.48

TOTAL DISCOUNT: 2.24

LCC:XXXXXXXXXX4902 AMOUNT:43.48 AUTHCD:000836

SWIPED REFID:543070 10/21/16 12:34:42

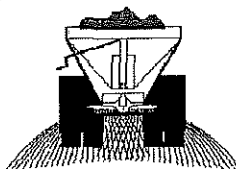
OK Lead

STORE: 0071 TERMINAL: 26 10/21/16 12:35:22

OF ITEMS PURCHASED: 16

Physical Address:
70765 CR 23
New Paris IN 46553

Knepp Sand & Stone



574-831-4949

DATE	INVOICE #
10/10/2016	23703

GARY HENDERSON
59207 OLD CR 17
GOSHEN IN 46528

upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
10.00	pcs	Edg King - 20' piece	166209	13.60	136.00T
1.19	tons	Processed Gravel	166209	13.15	15.65T
12.00		Edg King Stakes		0.45	5.40T
		Ind Sales Tax		7.00%	10.99
<p style="text-align: right;">pd 10.24-ll Zach CC - JCSA</p>					

"When you can't change the direction of the wind, adjust your sails"

Total

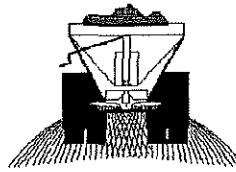
\$168.04

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

Remit To Address:
PO Box 122
New Paris, IN 46553

Physical Address:
70765 CR 23
New Paris IN 46553

Knepp Sand & Stone



574-831-4949

Invoice

DATE	INVOICE #
10/18/2016	23822

BILL TO

GARY HENDERSON
59207 OLD CR 17
GOSHEN IN 46528

TERMS

upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
1.00	tons	Processed Gravel	167129	13.15	13.15T
0.46	tons	Large Boulders 1' to 2'	172195	55.00	25.30T
10.00	pcs	Edg King - 20' piece	172142	13.60	136.00T
0.50	tons	Blue Grey Pattern Large	172142	380.00	190.00T
2.00	pcs	18x36 Tread Blue Grey	172142	56.20	112.40T
-1.00	pcs	RETURN 24x48 Tread Blue Grey	172143	93.24	-93.24T
		Ind Sales Tax		7.00%	26.85

pd 10-24-16
cc - 0659
John

"When you can't change the direction of the wind, adjust your sails"

Total

\$410.46

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

KNEPP SAND AND STONE
70765 COUNTRY ROAD 23
NEW PARIS, IN 46553
(574) 831-4949

Bank ID: 0004
Merchant ID: 000012252604
Term ID: 002

Phone Order

XXXXXXXXXXXX8043

VISA Entry Method: Manual

Total: \$ 570.50

10/24/16 10:14:34

Inv #: 000002 Appr Code: 481300

Apprvd: Online Batch#: 298001

AVS Code: EXAC MATCH Y

CVV2 Code: MATCH M

Retrieval Ref #: 67517251

Customer Copy

ENCRYPTED TRANSACTION

*PO with
23703
+ 23822*

Oct. 26, 2016

Mr. and Mrs. Greg Hartzler
1245 Wilson Ave.
Goshen IN 46526

Landscape restoration continued from Aug. 15 to Sept. 30, 2016

- site meetings with Greg and Dori, Dan Raber, Ron Hostetler, McKinley crew
 - complete boulder wall enough to back fill and grade topsoil; install French drain at the south end
 - arrange for Ernie Yoder to set capitol in its new prominent position
 - work with Rich Yoder to cut boulder and plan for attaching Homer's ash ring to boulder; jig-saw a corresponding piece of marine plywood to attach one side to the stone surface and other side to Homer's marine plywood attached to back side of the ash ring
 - prep area around capitol for Davy's Lawn Service – dig out half rotted tree roots and topsoil; install and compact 53 processed gravel
 - remove daylilies and myrtle – ready for Davy's crew to raise sunken paver walk
- Thank you, Greg and Dori, for digging catch basin cavity and trench ready for drainpipe installation
- prep and install concrete pond lawn area catch basin and drainpipe system
 - work with Ron H. to correct grade for surface water west side of house
 - work with Landon H. to install peony bed area catch basin; connect it and pond catch basin to the city pipe
 - follow up details in those areas
 - install shredded and regular topsoil mix to capitol planters, street side forsythia bed, and peony bed
 - design and flag boulder wall bed ready for McKinley planting crew (Greg and Dori met with Cory and George to select shrubs and bulbs)
 - transplant myrtle from storage to street side bed
 - work with Greg and Dori installing boulders along sidewalk and pull off
 - add topsoil and grade along split rail fence ready for forsythia planting
 - raise peony bed and adjacent lawn area with more topsoil mix to redirect surface runoff
 - flag and work with McKinley crew in transplanting peonies, forsythia, and other holding area plant material
 - install 2 loads of mulch around boulder wall plantings (with Dori's help)
 - measure for edging
 - decision on ash ring location
 - remove mucky soil around levee catch basin to high ground to dry out and replace with dry soil
 - remove filter cloth and protect both lawn catch basins with straw bales
 - locate peony bed hydrant
 - work with Dan Raber and Jeff Chupp as needed
 - remove all remaining holding area plant material including narcissus and myrtle (Thank you, Dori)
 - add topsoil and grade holding area, flag new north property line and plant locations for McKinley planting crew
 - finish boulder installation on one capitol quadrant
 - prep and install 53's processed base for first south levee step
 - compress raised irrigation trenches with bobcat tracks
 - pick up @ Knepp – boulders, edging and 3 more 2x4 steps
 - design a more user friendly pond net structure

*pd. 10-28-16
2016*

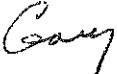
Material in addition to bills already paid

straw bales	\$ 35.00
marine plywood	50.00

Labor including bobcat, dump truck and compactor	<u>19,470.00</u>
--	------------------

work done – 8/1, 2, 3, 4, 5, 9, 10, 12, 15, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, 9/1, 2, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 27, 28, 29, 30	\$19,555.00
---	-------------

Thank you,



Gary Henderson

HOSTETLER LAWN & LANDSCAPING, INC.

53670 SR 13 • Middlebury, IN 46540
Phone: 574-825-9385 • Fax: 574-825-3758
www.DesignBuildSportsFields.com

Invoice

DATE

INVOICE #

10/20/2016

10375

BILL TO:

Hartzler, Greg
1245 Wilson Ave
Goshen, IN 46526

*pd 10/28/16
ck = 2017*

DESCRIPTION

AMOUNT

September 12 - Excavation and installation of catch basin with 6" pipe for drainage
September 12 - Sod removed from upper lawn area to change grade

1,100.00
350.00

"Building YOUR Field of Dreams"

Thank you for your business.

Please remit to above address.
TERMS: Net 15 days. 1.5% interest added per month on all past due accounts.

TOTAL

\$1,450.00

Physical Address:
70765 CR 23
New Paris IN 46553



Invoice

DATE	INVOICE #
11/8/2016	24069

GARY HENDERSON
59207 OLD CR 17
GOSHEN IN 46528

Ad 11-17-16

TERMS
upon receipt

QUANTITY	MEASURE	DESCRIPTION	TICKET #	RATE	AMOUNT
1.19	tons	Large Boulders 2' and up	168350	75.00	89.25T
		Ind Sales Tax		7.00%	6.25

"When you can't change the direction of the wind, adjust your sails"

Total

\$95.50

We appreciate your business - Thank You!
We accept Cash, Check, Visa, Master Card or Discover

KNEPP SAND AND STONE
70765 COUNTY ROAD 23
NEW PARIS, IN 46553
(574) 831-4949

Bank ID: 6004
Merchant ID: 000012232604
Term ID: 002

Phone Order

XXXXXXXXXXXX8043

VISA Entry Method: Manual

Total: \$ 95.50

11/17/16 10:34:59

Inv #: 000003 Appr Code: 076200

Apprvd: Online Batch#: 322001

AVS Code: EXAC MATCH Y

CVV2 Code: MATCH M

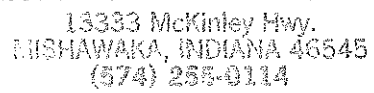
Retrieval Ref #: 0000003

Customer Copy

ENCRYPTED TRANSACTION

Total
\$ 1706.81

McKinley Garden Center
@ Gmail.com



Thank You

All claims and returned goods MUST be accompanied by this bill.



MCKINLEY GARDEN CENTER

13333 McKinley Hwy.
MISHAWAKA, INDIANA 46545
(574) 255-0114

NAME		Hartzler		DATE		10-14-16	
ADDRESS							
PHONE							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D		
				X			
QTY.	DESCRIPTION					AMOUNT	
3	9" mums						
	6.99/6.50					19.50	
1	Chelated liquid						
	iron						
	6.99					6.99	
1	Rose's Flower						
	Food						
	8.99					8.99	
						35.48	
						2.49	
TAX							
TOTAL					37.97		
RECEIVED BY							

2779

Thank You

All claims and returned goods MUST be accompanied by this bill.

Nov. 30, 2016

Mr. and Mrs. Greg Hartzler
1245 Wilson Ave.
Goshen IN 46526

Landscape restoration continued from Oct 1 to Nov. 18, 2016:

- site meetings with Greg and Dori, Dan Raber, Ron Hostetler, and McKinley crew
- complete boulder wall: conceal fabric separating drainage stone from topsoil, add boulders and backers where needed, grade, plant creeping phlox and reapply wood chip mulch
- prepare for McKinley edging crew
- trenching, edging installation and post installation grading, hand racking, back filling with topsoil where needed in preparation for seeding (Thanks to Greg and Dori for helping with this ongoing task.)
- install base for well cover structure
- recycle aluminum edging
- complete stone steps installation at the south end of levee including boulders, topsoil, and grading (Dori and Greg planted myrtle.)
- spread and grade topsoil delivered by Ron H.
- deliver additional wood chip mulch for levee path area and later in former compost area
- remove "slop" soil away from levee drain to high ground to dry for future use, regrade around catch with dry soil
- install stone steppers during McKinley crew's second edging install visit
- complete capitol boulder and topsoil mix installation
- complete boulder installation and grading around new yard lamp
- work with Ron H. grading and seeding (again many thanks to Greg and Dori for the detail work on both sides of the edging – prep and seeding)
- install footer to support Ash round boulder, set boulder, install concrete mix,
- install component parts for new dome to support net over concrete pond
- complete installation of C-stone over weed mat between edging and boulders on levee boulder wall and capitol beds
- recycle straw from catch basins to newly seeded areas, cover catch basins with straw mats, spread additional straw to speed up germination and protect young grass seedlings from drying out
- prepare for capitol bulb planting
- while McKinley crew blew, raked and tarped leaves to compost area and street, Greg, Dori and I raked leaves away from edging, planted Kousa dogwood, and tulip bulbs. (Greg fertilized the total new seeding areas as soon as the leaves were off.)
- finish bulb planting the next day, thanks to Greg and Dori – Yay! More straw and weeding then it poured rain – thank you, Lord ! We did it – high fives to all!!

*pol ch 2029
12-1-16*

Material in addition to bills already paid:

wood chip mulch	NC
C-stone and weed mat	\$ 101.28
Acrylic finish (ash round project)	25.89
additional Quikcrete and Portland cement	33.10
PVC pipe, ell fittings and glue	345.13
additional straw	<u>79.20</u>
	\$ 584.60

Labor including bobcat, dump truck, and trailer	<u>14,632.50</u>
work done – 10/1, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 11/1, 2, 3, 4, 7, 16, 17, 18	\$ 15,217.60

Thank you,

Gary

Gary Henderson

Thank you, Greg and Dori, for all the treats and enjoyable hours, days, weeks and months working together to accomplish a successful restoration of your one of a kind garden setting. I hope you have a wonderful, relaxing, stress free winter enjoying lots of sunshine, rest and golf. (Very little weeding, if any, I hope, and no trench digging or rock picking!!) Withdrawal feeling is mutual! See you in the spring.



HOSTETLER LAWN & LANDSCAPING, INC.

53670 SR 13 • Middlebury, IN 46540
Phone: 574-825-9385 • Fax: 574-825-3758
www.DesignBuildSportsFields.com

Invoice

DATE	INVOICE #
------	-----------

12/1/2016

10402

BILL TO:

Hartzler, Greg
1245 Wilson Ave
Goshen, IN 46526

DESCRIPTION

AMOUNT

September 19 -- Leveling in preparation for sprinkler system
October 07 -- 1 load of topsoil delivered @300.00 *12cy scheduled*
October 19 -- 1 load of topsoil delivered @300.00 *12cy scheduled*
October 19, 25, & November 1 -- Leveling and seeding of area tore up by construction
5 bags of fertilizer picked up by Gary @30.00
4 rows of straw erosion blankets @100.00

375.00
300.00
300.00
3,250.00
150.00
400.00

"Building YOUR Field of Dreams"

Thank you for your business.

Please remit to above address.
TERMS: Net 15 days. 1.5% interest added per month on all past due accounts.

TOTAL

\$4,775.00

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **January 18, 2017** through **February 8, 2017** and finds that entries are allowed in the total amount of **\$349,760.16**.

APPROVED on February 14, 2017.

Thomas W. Stump, President

Laura Coyne, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 1/18/17 through 2/9/17

Invoice Date	Payee	Description	Claim #	Line Number	Amount
10/28/2015	DLZ Indiana, LLC (04710)	Prof Svcs 9/18/16-10/15/16	1352	473-560-00-442.0000	\$15,793.06
11/4/2016	Barkes, Kolbus, Rife & Shuler, LLP (02483)	1375 Lincolway East	1355	406-560-00-431.0502	\$345.00
1/10/2017	Jones Petrie Rafinski Corp. (00463)	Southlink Road Project	1373	473-560-00-442.0000	\$435.00
1/18/2017	E.T. MACKENZIE	Goshen Inn Demo	1370	473-560-00-442.0000	\$125,300.00
1/18/2017	CHA Consulting, Inc. (06860)	Ninth St. Multi-Use Path	1359	230-510-00-444.2020	\$7,217.00
1/24/2017	DLZ Indiana, LLC (04710)	South Link Road	1363	473-560-00-442.0000	\$17,406.79
1/27/2017	Abonmarche (05859)	Fairfield Ave. and US33	1358	480-560-00-442.0000	\$2,500.00
1/27/2017	Abonmarche (05859)	Rule 12 Survey and Replat 315 W Washington St.	1357	480-560-00-442.0000	\$4,400.00
1/27/2017	Abonmarche (05859)	Steury Ave. Lincoln Ave Roadway Recon & Drainage I	1356	480-560-00-442.0000	\$5,223.75
1/27/2017	DLZ Indiana, LLC (04710)	Kercher Rd -from Deirdorff to Firethorn Dr.	1360	473-560-00-442.0000	\$27,368.00
1/27/2017	DLZ Indiana, LLC (04710)	Northwest Bike Trail	1361	480-560-00-442.0000	\$5,862.50
1/27/2017	DLZ Indiana, LLC (04710)	Northwest Bike Trail	1362	480-560-00-442.0000	\$49,890.00
1/30/2017	Barkes, Kolbus, Rife & Shuler, LLP (02483)	213 S. Third St. & 204 W Madison	1354	406-560-00-431.0502	\$280.50
2/3/2017	NIPSCO (00014)	Electric Service	1374	406-560-00-435.0101	\$115.95
2/7/2017	Gregory Hartzler	Wilson Ave. Storm Sewer Phase 1&Hartzler Canal Ban	1366	480-560-00-439.0930	\$75,749.61
2/8/2017	Allied Appraisal Group/Attn: J. Scott Ezzell	Appraisal of 624 E. Lincoln Ave.	1369	480-560-00-439.0930	\$400.00
2/8/2017	Allied Appraisal Group/Attn: J. Scott Ezzell	Appraisal of 700 E Lincoln Ave.	1367	480-560-00-439.0930	\$400.00
2/8/2017	Allied Appraisal Group/Attn: J. Scott Ezzell	Appraisal of 921 E. Lincoln Ave.	1368	480-560-00-439.0930	\$400.00
2/8/2017	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services Rendered	1364	406-560-00-431.0502	\$2,673.00
12/30/2017	Abonmarche (05859)	Fairfield Ave & US 33	1372	480-560-00-431.0502	\$8,000.00
				Total:	\$349,760.16



February, 2017 Redevelopment Staff Report

PROJECT: USEPA REVOLVING LOAN FUND (RLF) GRANT AWARDS

PROJECT DESCRIPTION

The City has received a revolving loan fund (RLF) grant (\$1,000,000) to be used for remediation projects from the USEPA. The funding is to be used for sites throughout Goshen to facilitate environmental cleanup and redevelopment projects. The RLF grant period originally expired in July 2016 but we received an extension to complete our salvage yard project by July 2017.

PROJECT UPDATE

We have loaned \$650,000 from the City to the Commission to utilize for the salvage yard property at 828/922 E. Lincoln Avenue. Further investigation has revealed the need for the use of petroleum funding, as well, so the loan has been modified to include \$188,500 additional funding for the project. The project has been bid and a contract has been awarded to John Ward Concrete, Inc. with an anticipated start date of March 1, 2017 and a completion deadline of June 30, 2017.

PROJECT: GOSHEN THEATER RENOVATION

PROJECT DESCRIPTION

Goshen Theater, Inc. is acquiring and renovating the Goshen Theatre building to serve as an Arts and Entertainment facility downtown.

PROJECT UPDATE

The Commission has given preliminary approval to issue bonds that would provide \$4 million in funding for the project. The funding commitment from the Commission is contingent on Goshen Theater, Inc. raising an additional \$9.7 million from other sources.

A fundraising feasibility study was recently completed and concluded the private fundraising goal is realistic. Plans are now underway to hire development staff to begin the campaign.

The Regional Development Authority has announced a funding allocation of \$1.8 million from the Regional Cities fund.

It is anticipated that the Community Foundation will commit \$1 million to the project, contingent on a 2:1 match from private donors.

PROJECT: NORTHWEST BIKE TRAIL CONNECTOR

PROJECT DESCRIPTION

The Northwest Bike Connector route will connect the northwest Goshen neighborhoods to the US 33 Commercial district, extending west along Bashor Road from US 33 to CR 17 and then north to US 33. Project is scheduled for a November 2017 letting date.

PROJECT UPDATE

Right-of-way appraisals are currently taking place from CR 30 to CR 28. Engineering is waiting on an environmental exemption on the portion of the trail project between CR 28 and US 33/Elkhart Road. The project is on target to be let in February of 2018.

PROJECT: MILLRACE TOWNHOMES AND FLATS

PROJECT DESCRIPTION

The Redevelopment Commission approved a development agreement with developer David Mathews to construct townhomes along the millrace. Approximately 25 townhomes and flats will be constructed on the parcel situated north of Purl and south of Madison.

PROJECT UPDATE

The rezoning and subdivision process is complete and the property has been transferred to Matthews. Goshen Engineering reviewed the site plan with comments and the drainage plan was approved at the Board of Works meeting on October 31, 2016. Revised plans have not yet been submitted by Matthews. It is anticipated that construction will begin in the spring.

PROJECT: DOWNTOWN VAULT CLOSURE PROGRAM

PROJECT DESCRIPTION

The Commission approved \$60,000 to fund the Downtown Vault Closure Program. The purpose of this program is to provide matching funds to close vaults located under sidewalks in the central business district.

PROJECT UPDATE

Of the original budget, less than half has been utilized to date. The Commission agreed at last month's meeting to continue the program through 2017.

PROJECT: NORFOLK SOUTHERN RAILROAD CROSSING SAFETY IMPROVEMENTS PHASE II

PROJECT DESCRIPTION

Federal Highway Safety Improvement Project (HSIP) funding was applied for the installation of new warning devices at two at-grade railroad crossing to improve safety and meet minimum Federal Railroad Administration (FRA) standards. The two crossings include: Jefferson Street and College Avenue.

PROJECT UPDATE

Norfolk Southern has completed the design engineering and it is anticipated that Phase II will be completed in 2017.

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from potentially CR 40 to Lincoln Avenue.

PROJECT UPDATE

Here is the updated schedule for the implementation of the Quiet Zone:

- August 2017 – Traffic counts to be done at each of the railroad crossings.
- November 2017 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 12 months.
- July 2018 – Madison Street will become a local street and safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000.
- Spring 2019 – Installation of signs and delineators at the railroad crossings.
- June 2019 – Railroad Quiet Zone is anticipated to be "in-service".

PROJECT: NINTH STREET TRAIL FROM COLLEGE AVENUE TO PURL STREET

PROJECT DESCRIPTION

New bicycle and pedestrian trail construction along Ninth Street from College Avenue and Purl Street. The project is scheduled for a January 2019 letting.

PROJECT UPDATE

Prior to making a final determination on the routing for the multi-use trail, a steering committee meeting will be held on February 14th to bring stakeholders up to speed on the right-of-way constraints that exist and possible options. There will also be a public meeting held on February 22nd to gather additional input. Following these two meetings, Engineering staff is hopeful to be able to select the desired route and continue project design and planning with Lochmueller.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department and the Goshen Central Garage. The roadway corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and State Road 4 has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and State Road 4. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway's appearance does not reflect the investment the adjoining companies have made on their properties.

The current plan is to reconstruct Steury Avenue from State Road 4 north 1,450-feet to the first roadway bend to the right. The new roadway cross section will have a thicker pavement section to support the additional vehicle traffic and curb and gutter to control stormwater water runoff. A new storm sewer will be constructed that directs stormwater to State Road 4 where several properties will be purchased, on the south side of State Road 4, to allow for the placement of a detention pond. The new detention pond will have an overflow release to Rock Run Creek.

PROJECT UPDATE

A contract has been awarded to John Ward Concrete, Inc. for Phase I of this overall project. Phase I includes the work south of Lincoln Avenue to construct the detention basin and associated piping that will eventually serve this whole area. Start date is the first week of March with a final completion date of June 30, 2017. The loaned funds will be enough to pay the contract, the environmental consulting fees and the landfill fees.

PROJECT: SOUTH LINK ROAD CONSTRUCTION

PROJECT DESCRIPTION

South Link Road will be extended from SR 15 east to Regent Street, and will include an overpass over the railroad tracks along with a traffic signal at the new intersection with SR 15. This is an extension of the existing Waterford Mills Parkway constructed in 2010 from CR 27 to Regent Street. The construction completion date is July 2017.

PROJECT UPDATE

This project is now substantially complete.

PROJECT: INTERSECTION IMPROVEMENT AT STATE ROAD 15 & KERCHER ROAD

PROJECT DESCRIPTION

A partnership between the Indiana Department of Transportation (INDOT), Elkhart County and the City of Goshen has been formed to improve the intersection of SR 15 and Kercher Road. Improvements will include a left turn lane, through lane, and a right turn lane on every approach to the intersection along with a 10-foot sidewalk/trail to provide connectivity to the Winona Trail along the railroad. The construction along Kercher Road will commence at Island View Drive and extend to the Winona Greenway Trail/Railroad.

PROJECT UPDATE

With the new construction schedule for the South Link Road project, the schedule for this project has been modified, too. Construction is anticipated to begin during the Summer 2016 on the east side of SR 15 along with the new traffic signal equipment and the storm water detention facility in the southwest quadrant of the intersection. This construction will allow for traffic flow, especially truck traffic, to flow through the intersection much easier. Kercher Road west of SR 15 will be reconstruction in 2017, when the Kercher Road/CR 38 bridge is closed for construction. Construction is anticipated to be complete in Fall 2017.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project has a letting date of February 2018.

PROJECT UPDATE

We are currently in the Environmental Document phase of this project, and have advertised in the newspaper and mailed notices out to the residents about the project. Right-of-way acquisition will commence in Fall 2016, and there are 56 parcels requiring land acquisition.

The LPA-Consultant Agreement with The Lochmueller Group is in process and will be presented at the September 2016 meeting for review and approval.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction and possibly a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project has a letting date of February 2020.

PROJECT UPDATE

DLZ is currently working on the Stage 1 plans.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

All work has been completed for this project. Contractor will return to the site in the spring to address any erosion issues.

PROJECT: PLYMOUTH AVENUE FOXBRIAR DRIVE WATER MAIN LOOP

PROJECT DESCRIPTION

The project will loop an existing dead-end water main on Foxbriar Drive into the existing water main on Plymouth Avenue. The water main loop will improve fire flow and water quality for the residential homes and businesses in the area.

PROJECT UPDATE

The water main extension is designed, but a right-of-way/easement issue was encountered. The design calls for the placement of the new water main to be beneath the existing pedestrian path, along the south side of Plymouth Avenue. There is insufficient language to permit the water main to be placed within the existing easement; therefore, a new easement is required. Brads-Ko Engineering and Surveying has completed the easement description. Goshen Legal Department has completed the agreement and the Goshen Engineering Department has acquired the easement.

An INDOT permit will be sought and the project will go to bid in the spring of 2016 for construction in the spring/summer of 2016.

PROJECT: HORN DITCH TWO-STAGE FROM COUNTY ROAD 31 TO COLLEGE AVENUE (C.R. 38)

PROJECT DESCRIPTION

The industrial corridor between Kercher Road and College Avenue has been plagued with flooding from the drainage basin funneled into the Horn Ditch even before development occurred in the area. In 2005, the City and County developed a plan to take the existing ditch banks along Horn Ditch between County Road 31 and College Avenue and widen them to allow for the containment of the 100 year flood. Flood containment eliminates property damages and increasing the value of the industrial land. At the time, consensus between all the property owners could not be obtained and the project was shelved. Plans currently being developed by Supreme Corporation to consolidate operations have initiated new discussion and renewed interest in the two-stage ditch project.

The engineering estimate was \$1.3 million with a total project budget of \$1.7 million dollar being considered for negotiation purposes. Public funding of \$1 million dollars has been developed with another seven hundred thousand to come from private business along Horn Ditch. Businesses that participated in the construction project were offered reimbursement through TIF revenues from new development that occurs in the area.

PROJECT UPDATE

Construction of this project is complete. The next step in this project is to establish the new floodplain boundaries along this ditch corridor. Per an e-mail received from the County Surveyor on 1/04/16, Mr. Doriot is working with DNR to begin the mapping and submittals necessary to redefine the floodplain boundary.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

No development plans are in place for the parcel at this time. The remediation activities are complete at the site and we have received environmental closure.

PROJECT UPDATE

Staff is discussing the property with potential purchasers and will bring a proposal to the Commission at the appropriate time.

PROJECT: GOSHEN INN - 1375 LINCOLNWAY EAST

PROJECT DESCRIPTION

The former Goshen Inn, located at 1375 Lincolnway East, has been vacant for a number of years and has become a blighted property. The property was scheduled to be sold at tax sale by the County, but an agreement between the County and the Goshen Board of Works allowed the County to transfer the property to the City through the issuance of tax sale certificates. This agreement was approved by the Board of Works in May of 2013, but the actual issuance of tax certificates was delayed due to appeals by the property owner.

Although the Board of Works has the authority to sell the property, it must follow the statutory process which requires the property to be sold to the highest bidder. The Redevelopment Commission by statute has much more flexibility to sell property and can establish a request for proposals that includes specific selection criteria. By selling the property through the Redevelopment Commission, project proposals to be more broadly evaluated to determine which proposal has the most positive impact on the community, regardless of the offering price.

PROJECT UPDATE

All demolition work has been completed by E.T. Mackenzie Company. The demolition was being funded by the developer and will be reimbursed by the Commission through TIF increment generated by the proposed development. It is anticipated that Emmert will begin construction in April.

PROJECT: DOWNTOWN UPPER STORY FEASIBILITY STUDY

PROJECT DESCRIPTION

The City of Goshen, Indiana Landmarks and Downtown Goshen Inc. are working together to complete a feasibility study for the development of upper story spaces in the downtown. The Redevelopment Commission has contributed a \$3,000 grant to help fund the project.

PROJECT UPDATE

An intern for Indiana Landmarks has completed an inventory of all upper story spaces in the buildings that face Main Street in the downtown. The feasibility phase of the project is currently underway.
