



TOWN COUNCIL REGULAR MEETING

Thursday, December 19, 2024 at 7:00 PM
Council Chamber Bristol Municipal Complex

AGENDA

This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES

REPORTS

Morgan Barger with Spend Bridge. Joining via Zoom

7. TOWN MANAGER

- a. 2024-2 CCMG INDOT agreement
- b. Crosby Construction Pay Application #4, corrected (SRF disb request #16)
 - \$727,739.90 to contractor
 - \$ 38,302.10 to retainage fund
 - Total of pay app #4 \$766,042.00**
- c. Commonwealth Engineers SRF distribution Request #17 **\$61,031**
- d. Crosby Construction Pay App #5, SRF disbursement Request #18
 - Payment to Contractor \$ 705,049.16
 - Payment to Retainage \$ 37,107.85
 - Total disbursement request \$ 742,157.01**
- e. Change Order #2
 - additional contract cost \$64,051.30**

no additional change contract time.

- [f.](#) 2025 Service agreement with Baker Tilly for TIF consulting work
- [g.](#) 2025 Service agreement with Bakr Tilly for Town consulting services
- [h.](#) Projects and other updates
 - Corn Dog Festival change
 - Signal at Stonemont and SR 120

8. CLERK-TREASURER

- [a.](#) Motion to adopt the Amended Salary Ordinance No. 12-19-2024-29 to add a new officer
- [b.](#) Review language changes for Vacation, personal leave, holidays for PD payroll
 - Adoption of the 2025 Employee Handbook as previously shared and with the approved amended language
- [c.](#) Motion to approve the 2025 Salary Ordinance No. 12/19/2024-28
- [d.](#) Note for the meeting minutes that the 2025 submitted budget was approved by DLGF.
- [e.](#) Resolution 12/19/2024-13 is for appointing commissioners to the Redevelopment Commission. These are one-year terms to begin January 1, 2025.
 - By statute Town Council President appoints three members and a non-voting member (Jeff Bliler, who is in place until March, 2025) and the council members appoint two members.

9. TOWN MARSHAL

- [a.](#) Monthly Report
- [b.](#) Code enforcement

10. FIRE CHIEF

- [a.](#) operations review

11. PARK BOARD

- [a.](#) Park Board report
- [b.](#) Appoint Michael Ropp to Park board for a 4-year term

12. TOWN ATTORNEY

- [a.](#) Public Hearing on Ordinance 12/19/2024-27

Motion to adopt Ordinance No. 12/19/2024-27 An Ordinance of the Town Council of the Town of Bristol, IN Authorizing Off-Road Vehicles on Highways Under the Jurisdiction of the Town of Bristol, IN and Imposing Requirements, Conditions, and Restrictions for Such

13. PRIVILEGE OF THE FLOOR (Public Comments to Council)

- a. Please state your name and address | 3-minute guideline for comments

14. TOWN COUNCIL DISCUSSION ITEMS

- a. Doug DeSmith
- b. Dean Rentfrow
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

January 2 7:00 PM | Council meeting

January 14 7:00 PM | Work session

January 16 7:00 PM | Council meeting

15. MOTION TO ADJOURN

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #00000000000000000000000088094

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **TOWN OF BRISTOL**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to **\$258,159.07**(the "Grant"), representing **75%** of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan submitted to Purdue University's Local Technical Assistance Program (LTAP) and made available to the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **25%** of the total contract amount;
- D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.
- C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **75% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed **\$258,159.07**.
- D. Pursuant to Ind. Code § 8-23-30, the Grantee's **25%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **25%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with**

reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDO). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Daniel Heflin
Fort Wayne District
5333 Hatfield Road
Fort Wayne, IN 46808
Email: dheflin@indot.in.gov

C. Notices to the Grantee shall be sent to:

Town of Bristol
ATTN: Mike Yoder
303 E. Vistula Street
P.O. Box 122
Bristol, IN 46507
Email: townmanager@bristolindiana.org

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

TOWN OF BRISTOL

Indiana Department of Transportation

By: _____

By: _____

Title: _____

(for) Michael Smith, Commissioner

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Joseph M. Habig, Acting State Budget Director

Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 14, 2024. FA 24-44

This instrument was prepared by the undersigned attorney:
Kirstie Andersen, #20005-49

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: **2400904**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement**

Location:

Route Name	From	To
ELM ST	W MICHIGAN ST	W VISTULA ST
TWIN RIVER	Dead End	SR 15

Application ID: **13960**

A general scope/description of the Project is as follows:

The reconstruction of this roadway will improve safety, raise property values, improve overall infrastructure to attract additional/new businesses, promote community pride/unity, and increase citizen involvement.

The maximum amount of state funds allocated to the Project shall not exceed \$258,159.07.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE : (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

November 07, 2024

Town of Bristol
Mike Yoder
303 E. Vistula Street, P.O. Box 122
Bristol, IN 46507

RE: Community Crossing Matching Grant Fund 2024-2 Award Letter

Dear Mike Yoder:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2024-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
13960	\$774,506.25	All
TOTAL	\$774,506.25	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 75 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Daniel Heflin, (260) 396-2232 or dheflin@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,



Director of Local Programs
Indiana Department of Transportation

SRF Disbursement Request Form

Section 7, Item b.

Participant Information								
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001					
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	16			
Mailing Address:	308 E. Vistula Street, PO Box 122							
City:	Bristol	State:	IN	ZIP Code:	46507-9489			
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853					
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007					
If requesting reimbursement to the Participant by wire transfer please provide the following information:								
Bank Name:		Bank Routing Number:						
Account Name:		Account Number:						
Loan Information								
Description of work for which claim is being made (services, fees, type of work, etc.):	Partial Pay App #4							
Is any part of this claim funded by an alternate funding source?							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local							\$	
Is any part of this claim funded by the Indiana Brownfields Program?							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Loan Financial Information								
Original Loan Amount:		\$	28,265,000					
Total Amount of Previous Disbursements:		\$	3,903,453					
Balance Available After this Disbursement:		\$	23,633,807					
Amount to Contractor for this Request:		\$	727,740					
Is any part of this request a partial or final release of retainage to the contractor?							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contractor Name:	Robert E. Crosby, Inc. dba Crosby Construction	DUNS #:	103466145					
Mailing address:	2805 Freeman Street							
City:	Fort Wayne	State:	IN	ZIP Code:	46802			
Wiring Information:								
Bank Name:	Lake City Bank	Bank Routing Number:	074903719					
Account Name:	RE Crosby Checking	Account Number:	1011496593					
Retainage Amount for this Request:		\$	38,302					
Participant requests that the retainage amount be held by SRF:							<input type="checkbox"/>	
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:							<input type="checkbox"/>	
Participant requests that the retainage amount be sent to the following bank:							<input type="checkbox"/>	
Bank Name:		Bank Routing Number:						
Account Name:		Account Number:						
Total Amount of this Request:		\$	727,740					
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.								
Authorized Representative Signature:		Date:						
For Internal Use Only:								
Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$	



December 2, 2024

Mr. Mike Yoder
Town Manager
Town of Bristol
303 E Vistula St
Bristol, IN 46507

**RE: Job Number S22145
WWTP Improvement Project
Contractor’s Application for Partial Payment No. 4, Corrected**

Dear Mr. Yoder:

Enclosed, please find the Contractor’s Application for Partial Payment No. 4, corrected for the WWTP Improvements Project. *An error was identified on the prior version of this pay application recommendation letter, dated November 15, 2024. The corrected payment amounts are included herein.*

Commonwealth Engineers, Inc. (Commonwealth) has reviewed the Contractor’s Application for Payment and finds it to be complete and accurate. Therefore, Commonwealth recommends payment to Crosby Construction as follows:

- **Contractor Payment, Application No. 4: \$ 727,739.90**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 4: \$ 38,302.10**

For summary reference purposes, the current record of recommended payments (including this recommendation, corrected) is:

Partial Payment No.	Payment to Contractor	Retainage Withheld	Total
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
2 (08/2024)	\$274,468.30	\$14,445.70	\$288,914.00
3 (09/2024)	\$1,326,624.87	\$69,822.36	\$1,396,447.23
4 (10/2024)	\$727,739.90	\$38,302.10	\$766,042.00
Total	\$2,922,773.07	\$153,830.16	\$3,076,603.23
Project Completion for this Division of work based on monetary value:			13%
Project Completion for this Division of work based on contract duration to Part 1 Substantial Completion:			26%

Mike Yoder
Town of Bristol
Page 2 of 2
December 2, 2024

Section 7, Item b.

If you have any questions, comments, or concerns, please do not hesitate to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, PE
Project Engineer

Enclosure

Contractor's Application for Payment

Section 7, Item b.

Owner:	Town of Bristol	Owner's Project No.:	WW
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Application No.:	4	Application Date:	11/1/2024
Application Period:	From 10/5/2024	to	11/1/2024

1. Original Contract Price	\$	24,293,749.00
2. Net change by Change Orders	\$	(277,020.00)
3. Current Contract Price (Line 1 + Line 2)	\$	24,016,729.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	3,076,603.23
5. Retainage		
a. 5% X \$ 3,019,559.25 Work Completed	\$	150,977.96
b. 5% X \$ 57,043.98 Stored Materials	\$	2,852.20
c. Total Retainage (Line 5.a + Line 5.b)	\$	153,830.16
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,922,773.07
7. Less previous payments (Line 6 from prior application)	\$	2,195,033.17
8. Amount due this application	\$	727,739.90
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	20,940,125.77

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); ~~and~~ (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; (4) all items and amounts on the face of this Contractor's Application for Payment are correct; (5) all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; (6) the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate, (7) no part of the "Balance Due This Payment" has been received, and (8) the undersigned and his subcontractors have - (check applicable line):

a. Complied with all labor provisions of said Contract.

b. Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is checked, describe briefly nature of dispute on an attached sheet).

Contractor: Crosby Construction

Signature:  **Date:** 11/5/2024

Recommended by Engineer	Approved by Owner
By: Amy Mendonza	By: _____
Title: Project Engineer	Title: _____
Date: 12/2/24	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 4		Application Period: From \$ 45,570.00 to 11/01/24		Application Date: 11/01/24				
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			E This Period (\$)	D This Period (\$)				
Original Contract								
1	Bond / Insurance	242000	\$ 242,000.00			242,000.00	100%	-
2	Mobilization / Demobilization	958000	\$ 910,100.00			910,100.00	95%	47,900.00
3	General Conditions / Supervision	600000	\$ 37,500.00	\$ 25,000.00		62,500.00	10%	537,500.00
4	Dewatering - Installation	151440				-	0%	151,440.00
5	Dewatering Maintenance	355000				-	0%	355,000.00
6	Demo - Existing Treatment Facility Structures	144335				-	0%	144,335.00
7	Demo - Onsite Pipe Removal / Abandonment	70200				-	0%	70,200.00
8	Demo - Reed Sludge Drying Beds	39000	\$ 39,000.00			39,000.00	100%	-
9	Demo - Lab / Office Building	40825				-	0%	40,825.00
10	Demo - Maintenance Building	36800				-	0%	36,800.00
11	Demo - Pavement / Sidewalks	11500				-	0%	11,500.00
12	Concrete - Treatment Tank Slab	349280		\$ 34,928.00		34,928.00	10%	314,352.00
13	Concrete - Treatment Tank Walls	1342250			\$ 6,003.92	6,003.92	0%	1,336,246.08
14	Concrete - Treatment Tank Walkways / Top Slab	214760				-	0%	214,760.00
15	Concrete - Grout Tank Slabs	87320				-	0%	87,320.00
16	Concrete - UV Slabs	25370				-	0%	25,370.00
17	Concrete - UV Walls	92040				-	0%	92,040.00
18	Concrete - Cascade Slab	44530	\$ 22,265.00	\$ 22,265.00		44,530.00	100%	-
19	Concrete - Cascade Walls	140300		\$ 84,180.00		84,180.00	60%	56,120.00
20	Concrete - Headworks Slab	33040				-	0%	33,040.00
21	Concrete - Headworks Walls	257240				-	0%	257,240.00
22	Concrete - Headworks Top Slab	140300				-	0%	140,300.00
23	Concrete - ASH Modifications	43920				-	0%	43,920.00
24	Concrete - Lab/Off Foundations	52900				-	0%	52,900.00
25	Concrete - Lab/Off Slab	46000				-	0%	46,000.00
26	Concrete - Maintenance Foundations	51750				-	0%	51,750.00
27	Concrete - Maintenance Slab	57500				-	0%	57,500.00
28	Concrete - Blower Pads	54280				-	0%	54,280.00
29	Concrete - Generator Pad	11328				-	0%	11,328.00
30	Concrete - Outfall Structure	38940				-	0%	38,940.00
31	Concrete - Stoops / Sidewalks	47150				-	0%	47,150.00
32	Concrete - Poles Bases	6900				-	0%	6,900.00
33	Reinforcement - Material ONLY	402706			\$ 17,852.06	17,852.06	4%	384,853.94
34	Reinforcement - Treatment Tank	421850				-	0%	421,850.00
35	Reinforcement - UV	18300				-	0%	18,300.00
36	Reinforcement - Cascade	27450	\$ 13,725.00	\$ 6,862.00		20,587.00	75%	6,862.00
37	Reinforcement - Headworks	27450				-	0%	27,450.00

Section 7, Item b.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		

Item No.	Description	C	Application Period: From \$ 45,570.00 to \$ 11/01/24		F	G	H	I
			Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)				
38	Reinforcement - Control / Maintenance Bldgs	27313					0%	27,313.00
39	Reinforcement - ASH Tanks	4313					0%	4,313.00
40	Masonry	270600					0%	270,600.00
41	Masonry Veneers	98185					0%	98,185.00
42	Treatment Tank - Stairs w/ HR	96380					0%	96,380.00
43	Treatment Tank - Top HR	111020					0%	111,020.00
44	Headworks - Stairs w/ HR	101260					0%	101,260.00
45	Headworks - Misc Metals / Grating	30256					0%	30,256.00
46	UV - Misc Metals / Grating	21960					0%	21,960.00
47	Cascade - Misc Metals / Grating	40260					0%	40,260.00
48	Pipe Bollards	41480					0%	41,480.00
49	Headworks - Roof Structure	62535					0%	62,535.00
50	Lab/Off - Pole Building	182900					0%	182,900.00
51	Lab/Off - Interior Framing	63000					0%	63,000.00
52	Maintenance - Pole Building	115000					0%	115,000.00
53	Canopy Structures	46000					0%	46,000.00
54	Drywall / Insulation	77000					0%	77,000.00
55	Doors / Frames / Hrdw	97680					0%	97,680.00
56	Access Hatches	45360					0%	45,360.00
57	Coiling Doors	79560					0%	79,560.00
58	Painting / Coatings	390000					0%	390,000.00
59	Flooring	22080					0%	22,080.00
60	Acoustical Ceilings	16215					0%	16,215.00
61	Casework	52000					0%	52,000.00
62	Toilet Accessories / Partitions / Lockers	39100					0%	39,100.00
63	Cascade Aerator	111838					0%	111,838.00
64	Chemical Feed Equipment / Storage Tank	118486					0%	118,486.00
65	Samplers Equipment	19054					0%	19,054.00
66	Influent Pumps	203583					0%	203,583.00
67	Sludge Pumps	47298					0%	47,298.00
68	Influent Screening	257888					0%	257,888.00
69	UV Equipment	257600					0%	257,600.00
70	SBR Equipment	1960555					6%	1,960,555.00
71	Davit Cranes	22500					0%	22,500.00
72	ASH Blowers	178361					0%	178,361.00
73	Fine Bubble Aerators	114000					0%	114,000.00
74	SCADA	480125					0%	480,125.00
75	Process Piping - Influent Pump Sta.	239448					0%	239,448.00
					\$ 16,198.00	16,198.00	6%	241,402.00

Section 7, Item b.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.:		4		Application Period:		From \$ 45,570.00 to 11/01/24		Application Date:		11/01/24	
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)		
			D (D + E) From Previous Application (\$)	E This Period (\$)							
76	Process Piping - SBR Piping	620388						0%	620,388.00		
77	Process Piping - SBR Blowers	54420						0%	54,420.00		
78	Process Piping - ASH Blowers	32652						0%	32,652.00		
79	Process Piping - Headworks	32652						0%	32,652.00		
80	Process Piping - UV	21768						0%	21,768.00		
81	Process Piping - Sludge Holding Tank #1	65304						0%	65,304.00		
82	Process Piping - Sludge Holding Tank #2	21768						0%	21,768.00		
83	Process Valves - Influent PS	82824						0%	82,824.00		
84	Process Valves - SBR Valve (Not by Aqua)	109620				\$ 16,990.00	16,990.00	15%	92,630.00		
85	Process Valves - SBR Blower Valves	14616						0%	14,616.00		
86	Process Valves - ASH Blower Valves	14616						0%	14,616.00		
87	Process Valves - Sludge Holding Tank #1	21924						0%	21,924.00		
88	Slide Gates - Headworks	19358						0%	19,358.00		
89	Slide Gates - UV	38717						0%	38,717.00		
90	Pipe Insulation - Headworks	31050						0%	31,050.00		
91	Pipe Insulation - Sludge Holding Tank #1	51750						0%	51,750.00		
92	Pipe Insulation - Sludge Holding Tank #2	69000						0%	69,000.00		
93	Plumbing / HVAC - Headworks	136880						0%	136,880.00		
94	Plumbing / HVAC - Lab/Off	325496						0%	325,496.00		
95	Plumbing / HVAC - Maintenance	168432						0%	168,432.00		
96	Plumbing / HVAC - Treatment Fac.	231768						0%	231,768.00		
97	Electrical - Temp Electric / Structures	324000						0%	324,000.00		
98	Electrical - New Lab/Off	215033						0%	215,033.00		
99	Electrical - New Maintenance	149535						0%	149,535.00		
100	Electrical - New Headworks	167122						0%	167,122.00		
101	Electrical - New Treatment SBR	406827						0%	406,827.00		
102	Electrical - New UV	106946						0%	106,946.00		
103	Electrical - New WW / VV Structure	116571						0%	116,571.00		
104	Electrical - Demolition	38506						0%	38,506.00		
105	Electrical - Underground Conduit/Wire	563997						0%	563,997.00		
106	Electrical - Generator / ATS	240100						0%	240,100.00		
107	Electrical - Screen Equipment	66612						0%	66,612.00		
108	Electrical - Blowers	80432						0%	80,432.00		
109	Electrical - Pole Lights	25268						0%	25,268.00		
110	Erosion Control	18000	\$ 13,500.00					75%	13,500.00		
111	Excavation / Backfill - Wet Well / VV	192760						0%	192,760.00		
112	Excavation / Backfill - Treatment Facility	471200	\$ 235,600.00			\$ 117,800.00		75%	353,400.00		
113	Excavation / Backfill - UV	52080						0%	52,080.00		

Section 7, Item b.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.:		4		Application Period:		From \$ 45,570.00 to \$ 11/01/24		Application Date:		11/01/24	
Item No.	Description	C Scheduled Value (\$)	D (D + E) From Previous Application (\$)	E Work Completed This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)			
									114	Excavation / Backfill - Cascade	83235
115	Excavation / Backfill - Headworks	59520					0%	59,520.00			
116	Excavation / Backfill - Control Bldg	21240					0%	21,240.00			
117	Excavation / Backfill - Maintenance Bldg	29500					0%	29,500.00			
118	Excavation / Backfill - Outfall Structures	9450					0%	9,450.00			
119	Earth Retention - Treatment Facility	923614	\$ 461,807.00	\$ 461,807.00		923,614.00	100%	-			
120	Earth Retention - Cascade	148000	\$ 29,600.00			29,600.00	20%	118,400.00			
121	Backfill - Site / Existing Structures	112125					0%	112,125.00			
122	Rough Grade / Top Soil	81650					0%	81,650.00			
123	Auger Pipe Bollards	29325					0%	29,325.00			
124	LS / WW / VV - Structures / Hatches	335500					0%	335,500.00			
125	Oil / Water Separator	14375					0%	14,375.00			
126	Site - Manhole Structures	91134					0%	91,134.00			
127	Site - Storm Inlets	7021					0%	7,021.00			
128	Site - 4"-8" Sewer	37496					0%	37,496.00			
129	Site - 12" Forcemain	29264					0%	29,264.00			
130	Site - 18" Influent	62066					0%	62,066.00			
131	Site - 16" Effluent	75520					0%	75,520.00			
132	Site - 24" Effluent (Headwall Str. Item #30)	221368					0%	221,368.00			
133	Site - WW/VV 10" Piping	36600					0%	36,600.00			
134	Site - 4" WAS	84913					0%	84,913.00			
135	Site - 4" Sludge / Decant Lines	21830					0%	21,830.00			
136	Site - 6" Air Lines	66541					0%	66,541.00			
137	Site - 6"-8" Drain Lines	15576					0%	15,576.00			
138	Site - 1"-3" Waterlines	62682					0%	62,682.00			
139	Site - 4"-6" Waterlines	21240					0%	21,240.00			
140	Live Tap / Patching	18703					0%	18,703.00			
141	Asphalt	251575					0%	251,575.00			
142	Stone Drives	69090					0%	69,090.00			
143	Sidewalk Prep / Stone	10584					0%	10,584.00			
144	Fencing	57600					0%	57,600.00			
145	Landscaping / Seed	39600					0%	39,600.00			
146	Primary Clarifier Liquid Sludge - Mobilize	14960					0%	14,960.00			
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813					0%	32,813.00			
148	Epoxy Injection Repair Type EI - 250 LF	18750					0%	18,750.00			
149	Chem Grout Injection Type CG - 250 LF	26250					0%	26,250.00			
150	Partial Depth Horiz Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-			
151	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-			

Section 7, Item b.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.:		4		Application Period:		From \$ 45,570.00 to 11/01/24		Application Date:		11/01/24	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
152	Epoxy Injection Repair Type EI - 200 LF	15000					0%	15,000.00			
153	Chem Grout Injection Type CG - 200 LF	21000					0%	21,000.00			
154	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-			
155	Reed / Sludge Drying Beds - Mobilize	7500	\$ 7,500.00			7,500.00	100%	-			
156	Reed / Sludge Drying Beds - 2,500 Tons	167500	\$ 167,500.00			167,500.00	100%	-			
157	All Treatment Strs - Debris / Grit - Mobilize	13400					0%	13,400.00			
158	All Treatment Strs - Debris / Grit - 100 CY	24000					0%	24,000.00			
159	Allowance - ASH Tank Inspection	3000					0%	3,000.00			
160	Allowance - Paint / Asbestos	10000	\$ 5,614.00			5,614.00	56%	4,386.00			
161	Allowance - Decorative Masonry	100000					0%	100,000.00			
162	MA-1 - Lift Station 1										
163	Excavation / Backfill	204060					0%	204,060.00			
164	Lift Station Upgrades / Equipment	245100					0%	245,100.00			
165	Electrical	48840					0%	48,840.00			
166	MA-2 - Lift Station 3										
167	Excavation / Backfill	256500					0%	256,500.00			
168	Lift Station Upgrades / Equipment	359100					0%	359,100.00			
169	Electrical	54400					0%	54,400.00			
170	MA-3 - Lift Station 8										
171	Excavation / Backfill	236493					0%	236,493.00			
172	Lift Station Upgrades / Equipment	373350					0%	373,350.00			
173	Electrical	55157					0%	55,157.00			
174	MA-4 - Lift Station 10										
175	Excavation / Backfill	59400.00					0%	59,400.00			
176	Chemical Tank / Equipment	102,600.00					0%	102,600.00			
177	Electrical	6,900.00					0%	6,900.00			
178	Value Engineering	156,100.00	\$ 156,100.00			156,100.00	100%	-			
179	MA-5 - Lift Station Upgrades SCADA										
180	Controls / Equipment	188,000.00					0%	188,000.00			
181											
182											
183											
184											
185											
186											
Original Contract Totals		\$ 24,293,749.00	\$ 2,543,737.00	\$ 752,842.00	\$ 57,043.98	\$ 3,353,622.98	14%	\$ 20,940.12			

Section 7, Item b.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Bristol
Engineer: Commonwealth Engineers, Inc.
Contractor: Crosby Construction
Project: WWTP Improvement Project
Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
Engineer's Project No.: S22145
Contractor's Project No.: 24105-01

Application No.:		4		Application Period:		From \$ 45,570.00 to 11/01/24		Application Date:		11/01/24	
Item No.	Description	Scheduled Value (\$)		Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)		
		C	D	D	E						
Change Orders											
COI-1	Alternate MA-4 Value Adjustment	(156,100.00)	(156,100.00)				(156,100.00)	100%			
COI-2	Wage Scale Change	18,580.00	18,580.00				18,580.00	100%			
COI-3	ASH Tank Patching via T&M	(139,500.00)	(139,500.00)				(139,500.00)	100%			
COI-4	Flexible Time Extension (150k Allowance)	-					-				
Change Order Totals		\$ (277,020.00)	\$ (277,020.00)	\$			\$ (277,020.00)	100%	\$		

Original Contract and Change Orders											
Project Totals		\$ 24,016,729.00	\$ 2,266,717.00	\$ 752,842.00	\$ 57,043.98	\$ 3,076,602.98	\$ 20,940,126.02	13%	\$		

EJCDC C-620 Contractor's Application for Payment
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 C-28

AFFIDAVIT

State of Indiana)
Elkhart County

Michael R. Mattingly being duly sworn states that he is the President of Robert E. Crosby, Inc. and having contracted with the **Town of Bristol** for a project known as **WWTP Improvements Project** located in Elkhart County, Indiana and does hereby further state on behalf of the aforementioned contractor that receipt of

\$2,195,033.17 is acknowledged and upon receipt of \$727,739.90

Robert E. Crosby, Inc. will waive and release unto the Owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of labor or material or both, furnished by the undersigned thereto through **November 8th, 2024.**

ROBERT E. CROSBY, INC.



Michael R. Mattingly , President

Subscribed to and sworn to before me this 12th day of November, 2024 by Michael R. Mattingly, President of Robert E. Crosby, Inc.



KIERSTON SIMS, Notary Public
Allen County, State of Indiana
Commission Number NP0743180
My Commission Expires August 22, 2030

Kierston Sims
Notary Public

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	WW 22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract:	WWTP Improvement Project		
Application No.:	4	Application Period:	From 10/05/24 to 11/01/24
		Application Date:	11/01/24

1.	Total Value of Original Contract Work Completed This Estimate Period:	\$	\$752,842.00
2.	Total Value of Change Order Work Completed This Estimate Period:	\$	\$0.00
3.	Total Net Contract Work Completed This Estimate Period:	\$	\$752,842.00
4.	Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$	\$43,843.98
5.	Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$	\$57,043.98
6.	Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$	\$13,200.00
7.	Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6):	\$	\$766,042.00
8.	Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$	\$38,302.10
9.	Total Amount Due to Contractor This Estimate Period:	\$	\$727,739.90

Section 7, Item b.



DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV130649

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:11/28/2024

Date : 10/29/2024
Customer : CUST064745 Robert E
Crosby, Inc. dba Crosby
Construction, Inc.
Customer P.O. : 24105
Project Name : Bristol WWTP
Improvements

Sales Order : SO126742
Order Admin : Tracy Schwartz
Representative : Rep113 B.L. Anderson
Representative Contact : TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT (THE DTPA) WAIVE ALL PROVISIONS OF DTPA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
6	6	9742779	3	EA	4,400.00	13,200.00

BAW,14,F1,CI,NBRN-NBR,150B,DI-S2,AIS*GS-6B-CW12

Tag :Sheet 46 New SBR Tanks

Goods	Costs	Shipping & Handling	Tax	Total USD
13,200.00	0.00	0.00	0	13,200.00

Please reference our Invoice No. INV130649 when remitting payment



DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

REMIT TO:

DeZURIK Inc.
P.O.BOX 735286
Chicago, IL 60673-5286

COURIER TO:

JP Morgan Chase
Attn: DeZURIK Inc #735286
131 S Dearborn, 6th Floor
Chicago,IL 60603

ACH TO:

DeZURIK Inc
Account Number: 883318815
Bank Routing Number: 075000019

WIRE TO:

DeZURIK Inc
Account Number: 883318815
Bank Routing number: 021000021
SWIFT Code: CHASUS33
JP Morgan Chase, New York, NY 10017

THE INVOICE INCLUDES THE TERMS AND CONDITIONS ATTACHED HERETO

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

Section 7, Item b.

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace end recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

8. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturer's warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products end parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS: In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, end environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU: You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. NO OTHER CONTRACT PROVISIONS; OTHER: These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

SRF Disbursement Request Form

Section 7, Item c.

Participant Information

Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001
UEI #:	NF3SQSFKCC57	CCR Number:	870T8
		Request Number:	17
Mailing Address:	308 E. Vistula Street, PO Box 122		
City:	Bristol	State:	IN
		ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007

If requesting reimbursement to the Participant by wire transfer please provide the following information:

Bank Name:	Bank Routing Number:	
Account Name:	Account Number:	

Loan Information

Description of work for which claim is being made (services, fees, type of work, etc.):	Professional Engineering Service Fees		
Is any part of this claim funded by an alternate funding source?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local	\$		
Is any part of this claim funded by the Indiana Brownfields Program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Has the Participant paid the request and is now seeking reimbursement?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there Green Project Reserve components involved in this request? If yes, please describe:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there any Lead Line replacement components in this request?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Loan Financial Information

Original Loan Amount:		\$	28,265,000
Total Amount of Previous Disbursements:		\$	4,631,193
Balance Available After this Disbursement:		\$	23,572,776
Amount to Contractor for this Request:		\$	61,031

Is any part of this request a partial or final release of retainage to the contractor?

YES NO

Contractor Name:	Commonwealth Engineers, Inc.	DUNS #:	079578639
Mailing address:	7256 Company Drive		
City:	Indianapolis	State:	IN
		ZIP Code:	46237

Wiring Information:

Bank Name:	Bank Routing Number:	
Account Name:	Account Number:	

Retainage Amount for this Request:

\$ 0.00

Participant requests that the retainage amount be held by SRF:

Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:

Participant requests that the retainage amount be sent to the following bank:

Bank Name:	Bank Routing Number:	
Account Name:	Account Number:	

Total Amount of this Request:

\$ 61,031

The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the **Davis Bacon Act**/ US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.

Authorized Representative Signature:	Date:	
--------------------------------------	-------	--

For Internal Use Only:

Approved By:	Date:	GPR Amount:	\$	Lead Amount:	\$
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**COMMONWEALTH™
ENGINEERS, INC.**
A wealth of resources to master a common goal.

Town of Bristol
303 E. Vistula Street
Bristol, IN 46507

Invoice number 61417
Date 11/21/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through October 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

Task Order 2024-02 signed 08/15/24

Email invoices to Amy Mendoza and Missy Thiele to prepare SRF Disbursement Forms.

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
PRELIMINARY DESIGN	512,000.00	100.00	512,000.00	512,000.00	0.00
FINAL DESIGN	417,000.00	100.00	417,000.00	417,000.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	100.00	34,300.00	34,300.00	0.00
Total	963,300.00	100.00	963,300.00	963,300.00	0.00

Construction

Professional Fees

	Hours	Billed Amount
Designer IV	5.50	1,107.81
Project Manager III	12.50	3,911.64
Project Manager II	7.00	1,786.48
Project Engineer I	30.50	5,550.12
Engineering Intern II	0.25	38.03
Engineering Intern I	25.25	3,464.30
Clerical II	1.00	104.94
Reproduction Processor	6.00	577.38
Senior Process Engineer	0.25	69.21
Professional Fees subtotal	88.25	16,609.91

Reimbursable Expenses

	Units	Billed Amount
Miles	86.60	66.72
Parking / Toll Fees		4.60
Reimbursable Expenses subtotal		71.32

Section 7, Item c.

Construction

Consultant

	Billed Amount
Architectural Consultant CMID, Inc.	759.00
Consultant subtotal	759.00
Construction subtotal	17,440.23

Additional Construction Engineering

Professional Fees

	Hours	Billed Amount
Engineering Intern I	1.25	171.50
Professional Fees subtotal	1.25	171.50
Additional Construction Engineering subtotal		171.50

Resident Project Representative

Professional Fees

	Hours	Billed Amount
Designer I	4.50	604.49
Construction Manager	2.50	528.68
Professional Fees subtotal	7.00	1,133.17

Reimbursable Expenses

	Units	Billed Amount
Subsistence		892.68
Miles	2,013.60	1,551.48
Lodging & Travel		1,774.56
Resident Project Representative II - Hours	160.00	20,136.00
Reimbursable Expenses subtotal		24,354.72
Resident Project Representative subtotal		25,487.89

Invoice total **43,099.62**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	51,294.94	51,294.94	5.06	0.00
CONSTRUCTION	140,000.00	78,642.30	96,082.53	43,917.47	17,440.23
ADDITIONAL CONSTRUCTION ENGINEERING	70,000.00	0.00	171.50	69,828.50	171.50
RESIDENT PROJECT REPRESENTATIVE	255,000.00	41,015.55	66,503.44	188,496.56	25,487.89
ADDITIONAL RESIDENT PROJECT REPRESENTATIVE	300,000.00	0.00	0.00	300,000.00	0.00
Total	1,779,600.00	1,134,252.79	1,177,352.41	602,247.59	43,099.62



Town of Bristol
303 E. Vistula Street
Bristol, IN 46507

Invoice number 61418
Date 11/21/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through October 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-03 signed 09/21/23

Task Order 2024-02 signed 08/15/24

Email invoices to Amy Mendoza and Missy Thiele to prepare SRF Disbursement Forms.

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
REGULATORY ASSISTANCE	31,000.00	100.00	31,000.00	31,000.00	0.00
AIS COMPLIANCE	10,300.00	100.00	2,369.00	10,300.00	7,931.00
GEOTECHNICAL EVALUATION	42,000.00	100.00	42,000.00	42,000.00	0.00
EROSION CONTROL	10,300.00	100.00	10,300.00	10,300.00	0.00
O&M MANUAL	50,000.00	20.00	0.00	10,000.00	10,000.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	100.00	18,800.00	18,800.00	0.00
ARCHITECTURAL DESIGN	45,860.00	100.00	45,860.00	45,860.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	100.00	23,180.00	23,180.00	0.00
Total	231,440.00	82.72	173,509.00	191,440.00	17,931.00

Invoice total **17,931.00**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
FIELD WORK/SURVEY	15,000.00	15,000.00	15,000.00	0.00	0.00
STARTUP ASSISTANCE	30,000.00	0.00	0.00	30,000.00	0.00
REGULATORY ASSISTANCE	31,000.00	31,000.00	31,000.00	0.00	0.00
AIS COMPLIANCE	10,300.00	2,369.00	10,300.00	0.00	7,931.00
GEOTECHNICAL EVALUATION	42,000.00	42,000.00	42,000.00	0.00	0.00
EROSION CONTROL	10,300.00	10,300.00	10,300.00	0.00	0.00
FINANCIAL/LEGAL ASSISTANCE	4,700.00	4,695.03	4,695.03	4.97	0.00
O&M MANUAL	50,000.00	0.00	10,000.00	40,000.00	10,000.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	18,800.00	18,800.00	0.00	0.00
ARCHITECTURAL DESIGN	45,860.00	45,860.00	45,860.00	0.00	0.00

Section 7, Item c.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	23,180.00	23,180.00	0.00	0.00
LABOR STANDARDS MONITORING	70,000.00	0.00	0.00	70,000.00	0.00
Total	351,140.00	193,204.03	211,135.03	140,004.97	17,931.00

SRF Disbursement Request Form

Section 7, Item d.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	18
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):	Partial Pay App #5				
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:		\$	28,265,000		
Total Amount of Previous Disbursements:		\$	4,692,224		
Balance Available After this Disbursement:		\$	22,867,727		
Amount to Contractor for this Request:		\$	705,049		
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Robert E. Crosby, Inc. dba Crosby Construction	DUNS #:	103466145		
Mailing address:	2805 Freeman Street				
City:	Fort Wayne	State:	IN	ZIP Code:	46802
Wiring Information:					
Bank Name:	Lake City Bank	Bank Routing Number:	074903719		
Account Name:	RE Crosby Checking	Account Number:	1011496593		
Retainage Amount for this Request:		\$	37,108		
Participant requests that the retainage amount be held by SRF:					<input checked="" type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:		\$	705,049		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:		Date:			
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$



December 13, 2024

Mr. Mike Yoder
Town Manager
Town of Bristol
303 E Vistula St
Bristol, IN 46507

**RE: Job Number S22145
WWTP Improvement Project
Contractor’s Application for Partial Payment No. 5**

Dear Mr. Yoder:

Enclosed, please find the Contractor’s Application for Partial Payment No. 5 for the WWTP Improvements Project.

Commonwealth Engineers, Inc. (Commonwealth) has reviewed the Contractor’s Application for Payment and finds it to be complete and accurate. Therefore, Commonwealth recommends payment to Crosby Construction as follows:

- **Contractor Payment, Application No. 5: \$ 705,049.16**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 5: \$ 37,107.85**

For summary reference purposes, the current record of recommended payments (including this recommendation, corrected) is:

Partial Payment No.	Payment to Contractor	Retainage Withheld	Total
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
2 (08/2024)	\$274,468.30	\$14,445.70	\$288,914.00
3 (09/2024)	\$1,326,624.87	\$69,822.36	\$1,396,447.23
4 (10/2024)	\$727,739.90	\$38,302.10	\$766,042.00
5 (11/2024)	\$705,049.16	\$37,107.85	\$742,157.01
Total	\$3,627,822.23	\$190,938.01	\$3,818,760.24
Project Completion for this Division of work based on monetary value:			16%
Project Completion for this Division of work based on contract duration (including flexible 90 days added in CO#1):			27%

Contractor's Application for Payment

Section 7, Item d.

Owner: <u>Town of Bristol</u>	Owner's Project No.: <u>WV</u>
Engineer: <u>Commonwealth Engineers, Inc.</u>	Engineer's Project No.: <u>S22145</u>
Contractor: <u>Crosby Construction</u>	Contractor's Project No.: <u>24105-01</u>
Project: <u>WWTP Improvement Project</u>	
Contract: <u>WWTP Improvement Project</u>	

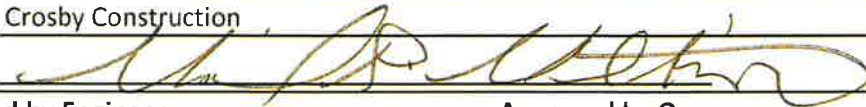
Application No.: 5 **Application Date:** 12/2/2024
Application Period: From 11/2/2024 to 12/2/2024

1. Original Contract Price	\$ 24,293,749.00
2. Net change by Change Orders	\$ (277,020.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 24,016,729.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,818,760.24
5. Retainage	
a. <u>5%</u> X \$ <u>3,565,837.83</u> Work Completed	\$ 178,291.89
b. <u>5%</u> X \$ <u>252,922.41</u> Stored Materials	\$ 12,646.12
c. Total Retainage (Line 5.a + Line 5.b)	\$ 190,938.01
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,627,822.23
7. Less previous payments (Line 6 from prior application)	\$ 2,922,773.07
8. Amount due this application	\$ 705,049.16
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 20,197,968.76

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; (4) all items and amounts on the face of this Contractor's Application for Payment are correct; (5) all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; (6) the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate, (7) no part of the "Balance Due This Payment" has been received, and (8) the undersigned and his subcontractors have - (check applicable line):

a. Complied with all labor provisions of said Contract.
 b. Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is checked, describe briefly nature of dispute on an attached sheet).

Contractor: Crosby Construction
Signature:  **Date:** 12/11/2024

Recommended by Engineer	Approved by Owner
By: <u>Amy Mendoza</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>12/16/24</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application Section 7, Item d.

Owner: Town of Bristol
Engineer: Commonwealth Engineers, Inc.
Contractor: Crosby Construction
Project: WWTP Improvement Project
Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
Engineer's Project No.: S22145
Contractor's Project No.: 24105-01

Application No.: 5 **Application Period:** From \$ 45,598.00 to 12/02/24 **Application Date:** 12/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Bond / Insurance	242000	\$ 242,000.00			242,000.00	100%	-
2	Mobilization / Demobilization	958000	\$ 910,100.00			910,100.00	95%	47,900.00
3	General Conditions / Supervision	600000	\$ 62,500.00	\$ 25,000.00		87,500.00	15%	512,500.00
4	Dewatering - Installation	151440				-	0%	151,440.00
5	Dewatering Maintenance	355000				-	0%	355,000.00
6	Demo - Existing Treatment Facility Structures	144335				-	0%	144,335.00
7	Demo - Onsite Pipe Removal / Abandonment	70200				-	0%	70,200.00
8	Demo - Reed Sludge Drying Beds	39000	\$ 39,000.00			39,000.00	100%	-
9	Demo - Lab / Office Building	40825				-	0%	40,825.00
10	Demo - Maintenance Building	36800				-	0%	36,800.00
11	Demo - Pavement / Sidewalks	11500				-	0%	11,500.00
12	Concrete - Treatment Tank Slab	349280	\$ 34,928.00	\$ 40,000.00		74,928.00	21%	274,352.00
13	Concrete - Treatment Tank Walls	1342250		\$ 313,158.58	\$ 6,003.92	319,162.50	24%	1,023,087.50
14	Concrete - Treatment Tank Walkways / Top Slab	214760				-	0%	214,760.00
15	Concrete - Grout Tank Slabs	87320				-	0%	87,320.00
16	Concrete - UV Slabs	25370				-	0%	25,370.00
17	Concrete - UV Walls	92040				-	0%	92,040.00
18	Concrete - Cascade Slab	44530	\$ 44,530.00			44,530.00	100%	-
19	Concrete - Cascade Walls	140300	\$ 84,180.00	\$ 52,000.00		136,180.00	97%	4,120.00
20	Concrete - Headworks Slab	33040				-	0%	33,040.00
21	Concrete - Headworks Walls	257240				-	0%	257,240.00
22	Concrete - Headworks Top Slab	140300				-	0%	140,300.00
23	Concrete - ASH Modifications	43920				-	0%	43,920.00
24	Concrete - Lab/Off Foundations	52900				-	0%	52,900.00
25	Concrete - Lab/Off Slab	46000				-	0%	46,000.00
26	Concrete - Maintenance Foundations	51750				-	0%	51,750.00
27	Concrete - Maintenance Slab	57500				-	0%	57,500.00
28	Concrete - Blower Pads	54280				-	0%	54,280.00
29	Concrete - Generator Pad	11328				-	0%	11,328.00
30	Concrete - Outfall Structure	38940				-	0%	38,940.00
31	Concrete - Stoops / Sidewalks	47150				-	0%	47,150.00
32	Concrete - Poles Bases	6900				-	0%	6,900.00
33	Reinforcement - Material ONLY	402706			\$ 49,779.49	49,779.49	12%	352,926.51
34	Reinforcement - Treatment Tank	421850		\$ 65,000.00		65,000.00	15%	356,850.00
35	Reinforcement - UV	18300				-	0%	18,300.00
36	Reinforcement - Cascade	27450	\$ 20,587.00	\$ 4,000.00		24,587.00	90%	2,863.00
37	Reinforcement - Headworks	27450				-	0%	27,450.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 5 Application Period: From \$ 45,598.00 to 12/02/24 Application Date: 12/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
38	Reinforcement - Control / Maintenance Bldgs	27313				-	0%	27,313.00
39	Reinforcement - ASH Tanks	4313				-	0%	4,313.00
40	Masonry	270600				-	0%	270,600.00
41	Masonry Veneers	98185				-	0%	98,185.00
42	Treatment Tank - Stairs w/ HR	96380				-	0%	96,380.00
43	Treatment Tank - Top HR	111020				-	0%	111,020.00
44	Headworks - Stairs w/ HR	101260				-	0%	101,260.00
45	Headworks - Misc Metals / Grating	30256				-	0%	30,256.00
46	UV - Misc Metals / Grating	21960				-	0%	21,960.00
47	Cascade - Misc Metals / Grating	40260				-	0%	40,260.00
48	Pipe Bollards	41480				-	0%	41,480.00
49	Headworks - Roof Structure	62535				-	0%	62,535.00
50	Lab/Off - Pole Building	182900				-	0%	182,900.00
51	Lab/Off - Interior Framing	63000				-	0%	63,000.00
52	Maintenance - Pole Building	115000				-	0%	115,000.00
53	Canopy Structures	46000				-	0%	46,000.00
54	Drywall / Insulation	77000				-	0%	77,000.00
55	Doors / Frames / Hrdw	97680				-	0%	97,680.00
56	Access Hatches	45360				-	0%	45,360.00
57	Coiling Doors	79560				-	0%	79,560.00
58	Painting / Coatings	390000				-	0%	390,000.00
59	Flooring	22080				-	0%	22,080.00
60	Acoustical Ceilings	16215				-	0%	16,215.00
61	Casework	52000				-	0%	52,000.00
62	Toilet Accessories / Partitions / Lockers	39100				-	0%	39,100.00
63	Cascade Aerator	111838				-	0%	111,838.00
64	Chemical Feed Equipment / Storage Tank	118486				-	0%	118,486.00
65	Samplers Equipment	19054				-	0%	19,054.00
66	Influent Pumps	203583				-	0%	203,583.00
67	Sludge Pumps	47298				-	0%	47,298.00
68	Influent Screening	257888			\$ 55,750.00	55,750.00	22%	202,138.00
69	UV Equipment	257600			\$ 16,198.00	16,198.00	6%	241,402.00
70	SBR Equipment	1960555				-	0%	1,960,555.00
71	Davit Cranes	22500				-	0%	22,500.00
72	ASH Blowers	178361				-	0%	178,361.00
73	Fine Bubble Aerators	114000				-	0%	114,000.00
74	SCADA	480125				-	0%	480,125.00
75	Process Piping - Influent Pump Sta.	239448				-	0%	239,448.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 5 Application Period: From \$ 45,598.00 to 12/02/24 Application Date: 12/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
76	Process Piping - SBR Piping	620388				-	0%	620,388.00
77	Process Piping - SBR Blowers	54420				-	0%	54,420.00
78	Process Piping - ASH Blowers	32652				-	0%	32,652.00
79	Process Piping - Headworks	32652				-	0%	32,652.00
80	Process Piping - UV	21768				-	0%	21,768.00
81	Process Piping - Sludge Holding Tank #1	65304				-	0%	65,304.00
82	Process Piping - Sludge Holding Tank #2	21768				-	0%	21,768.00
83	Process Valves - Influent PS	82824				-	0%	82,824.00
84	Process Valves - SBR Valve (Not by Aqua)	109620			\$ 83,691.00	83,691.00	76%	25,929.00
85	Process Valves - SBR Blower Valves	14616				-	0%	14,616.00
86	Process Valves - ASH Blower Valves	14616				-	0%	14,616.00
87	Process Valves - Sludge Holding Tank #1	21924				-	0%	21,924.00
88	Slide Gates - Headworks	19358				-	0%	19,358.00
89	Slide Gates - UV	38717				-	0%	38,717.00
90	Pipe Insulation - Headworks	31050				-	0%	31,050.00
91	Pipe Insulation - Sludge Holding Tank #1	51750				-	0%	51,750.00
92	Pipe Insulation - Sludge Holding Tank #2	69000				-	0%	69,000.00
93	Plumbing / HVAC - Headworks	136880				-	0%	136,880.00
94	Plumbing / HVAC - Lab/Off	325496				-	0%	325,496.00
95	Plumbing / HVAC - Maintenance	168432				-	0%	168,432.00
96	Plumbing / HVAC - Treatment Fac.	231768				-	0%	231,768.00
97	Electrical - Temp Electric / Structures	324000				-	0%	324,000.00
98	Electrical - New Lab/Off	215033				-	0%	215,033.00
99	Electrical - New Maintenance	149535				-	0%	149,535.00
100	Electrical - New Headworks	167122				-	0%	167,122.00
101	Electrical - New Treatment SBR	406827				-	0%	406,827.00
102	Electrical - New UV	106946				-	0%	106,946.00
103	Electrical - New WW / VV Structure	116571				-	0%	116,571.00
104	Electrical - Demolition	38506				-	0%	38,506.00
105	Electrical - Underground Conduit/Wire	563997				-	0%	563,997.00
106	Electrical - Generator / ATS	240100				-	0%	240,100.00
107	Electrical - Screen Equipment	66612				-	0%	66,612.00
108	Electrical - Blowers	80432				-	0%	80,432.00
109	Electrical - Pole Lights	25268				-	0%	25,268.00
110	Erosion Control	18000	\$ 13,500.00			13,500.00	75%	4,500.00
111	Excavation / Backfill - Wet Well / VV	192760				-	0%	192,760.00
112	Excavation / Backfill - Treatment Facility	471200	\$ 353,400.00	\$ 47,120.00		400,520.00	85%	70,680.00
113	Excavation / Backfill - UV	52080				-	0%	52,080.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 5 Application Period: From \$ 45,598.00 to 12/02/24 Application Date: 12/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
114	Excavation / Backfill - Cascade	83235	\$ 62,426.25			62,426.25	75%	20,808.75
115	Excavation / Backfill - Headworks	59520				-	0%	59,520.00
116	Excavation / Backfill - Control Bldg	21240				-	0%	21,240.00
117	Excavation / Backfill - Maintenance Bldg	29500				-	0%	29,500.00
118	Excavation / Backfill - Outfall Structures	9450				-	0%	9,450.00
119	Earth Retention - Treatment Facility	923614	\$ 923,614.00			923,614.00	100%	-
120	Earth Retention - Cascade	148000	\$ 29,600.00			29,600.00	20%	118,400.00
121	Backfill - Site / Existing Structures	112125				-	0%	112,125.00
122	Rough Grade / Top Soil	81650				-	0%	81,650.00
123	Auger Pipe Bollards	29325				-	0%	29,325.00
124	LS / WW / VV - Structures / Hatches	335500				-	0%	335,500.00
125	Oil / Water Seaparator	14375				-	0%	14,375.00
126	Site - Manhole Structures	91134				-	0%	91,134.00
127	Site - Storm Inlets	7021				-	0%	7,021.00
128	Site - 4"-8" Sewer	37496				-	0%	37,496.00
129	Site - 12" Forcemain	29264				-	0%	29,264.00
130	Site - 18" Influent	62066				-	0%	62,066.00
131	Site - 16" Effluent	75520				-	0%	75,520.00
132	Site - 24" Effluent (Headwall Str. Item #30)	221368				-	0%	221,368.00
133	Site - WW/VV 10" Piping	36600				-	0%	36,600.00
134	Site - 4" WAS	84913				-	0%	84,913.00
135	Site - 4" Sludge / Decant Lines	21830				-	0%	21,830.00
136	Site - 6" Air Lines	66541				-	0%	66,541.00
137	Site - 6"-8" Drain Lines	15576				-	0%	15,576.00
138	Site - 1"-3" Waterlines	62682				-	0%	62,682.00
139	Site - 4"-6" Waterlines	21240				-	0%	21,240.00
140	Live Tap / Patching	18703				-	0%	18,703.00
141	Asphalt	251575				-	0%	251,575.00
142	Stone Drives	69090				-	0%	69,090.00
143	Sidewalk Prep / Stone	10584				-	0%	10,584.00
144	Fencing	57600				-	0%	57,600.00
145	Landscaping / Seed	39600				-	0%	39,600.00
146	Primary Clarifier Liquid Sludge - Mobilize	14960				-	0%	14,960.00
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813				-	0%	32,813.00
148	Epoxy Injection Repair Type EI - 250 LF	18750				-	0%	18,750.00
149	Chem Grout Injection Type CG - 250 LF	26250				-	0%	26,250.00
150	Partial Depth Horiz Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-
151	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 5 Application Period: From \$ 45,598.00 to 12/02/24 Application Date: 12/02/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
152	Epoxy Injection Repair Type EI - 200 LF	15000				-	0%	15,000.00
153	Chem Grout Injection Type CG - 200 LF	21000				-	0%	21,000.00
154	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00			46,500.00	100%	-
155	Reed / Sludge Drying Beds - Mobilize	7500	\$ 7,500.00			7,500.00	100%	-
156	Reed / Sludge Drying Beds - 2,500 Tons	167500	\$ 167,500.00			167,500.00	100%	-
157	All Treatment Strs - Debris / Grit - Mobilize	13400				-	0%	13,400.00
158	All Treatment Strs - Debris / Grit - 100 CY	24000				-	0%	24,000.00
159	Allowance - ASH Tank Inspection	3000				-	0%	3,000.00
160	Allowance - Paint / Asbestos	10000	\$ 5,614.00			5,614.00	56%	4,386.00
161	Allowance - Decorative Masonry	100000				-	0%	100,000.00
162	MA-1 - Lift Station 1					-		-
163	Excavation / Backfill	204060				-	0%	204,060.00
164	Lift Station Upgrades / Equipment	245100				-	0%	245,100.00
165	Electrical	48840				-	0%	48,840.00
166	MA-2 - Lift Station 3					-		-
167	Excavation / Backfill	256500				-	0%	256,500.00
168	Lift Station Upgrades / Equipment	359100				-	0%	359,100.00
169	Electrical	54400				-	0%	54,400.00
170	MA-3 - Lift Station 8					-		-
171	Excavation / Backfill	236493				-	0%	236,493.00
172	Lift Station Upgrades / Equipment	373350				-	0%	373,350.00
173	Electrical	55157				-	0%	55,157.00
174	MA-4 - Lift Station 10					-		-
175	Excavation / Backfill	59,400.00				-	0%	59,400.00
176	Chemical Tank / Equipment	102,600.00				-	0%	102,600.00
177	Electrical	6,900.00				-	0%	6,900.00
178	Value Engineering	156,100.00	\$ 156,100.00			156,100.00	100%	-
179	MA-5 - Lift Station Upgrades SCADA					-		-
180	Controls / Equipment	188,000.00			41,500.00	41,500.00	22%	146,500.00
181						-		-
182						-		-
183						-		-
184						-		-
185						-		-
186						-		-
Original Contract Totals		\$ 24,293,749.00	\$ 3,296,579.25	\$ 546,278.58	\$ 252,922.41	\$ 4,095,780.24	17%	\$ 20,197,968.76

Progress Estimate - Lump Sum Work

Contractor's Application Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.: WW 22532001
 Engineer's Project No.: S22145
 Contractor's Project No.: 24105-01

Application No.: 5 Application Period: From \$ 45,598.00 to 12/02/24 Application Date: 12/02/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
CO1-1	Alternate MA-4 Value Adjustment	(156,100.00)	\$ (156,100.00)			(156,100.00)	100%	-
CO1-2	Wage Scale Change	18,580.00	\$ 18,580.00			18,580.00	100%	-
CO1-3	ASH Tank Patching via T&M	(139,500.00)	\$ (139,500.00)			(139,500.00)	100%	-
CO1-4	Flexible Time Extention (150k Allowance)	-				-		-
Change Order Totals		\$ (277,020.00)	\$ (277,020.00)	\$ -	\$ -	\$ (277,020.00)	100%	\$ -
Original Contract and Change Orders								
Project Totals		\$ 24,016,729.00	\$ 3,019,559.25	\$ 546,278.58	\$ 252,922.41	\$ 3,818,760.24	16%	\$ 20,197,968.76

Stored Materials Summary

Contractor's Application

Section 7, Item d.

Owner: Town of Bristol
 Engineer: Commonwealth Engineers, Inc.
 Contractor: Crosby Construction
 Project: WWTP Improvement Project
 Contract: WWTP Improvement Project

Owner's Project No.:
 Engineer's Project No.: 522145
 Contractor's Project No.: 24105-01

Application No.: 5 Application From 11/02/24 to 12/02/24 Application Date: 12/02/24

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specifica tion Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G H I Materials Stored			J K L Incorporated in Work			M Materials Remaining in Storage (I-L) (\$)	
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)		
33	PS1450012A		Reinforcement Steel	Jobsite	3	\$17,852.06		17,852.06				-	17,852.06
69	28388		UV - Trojan	Trojan	3	\$16,198.00		16,198.00				-	16,198.00
84	33101		Valves - BL Anderson	Jobsite	3	\$3,540.00		3,540.00				-	3,540.00
84	122627		Valves - DeZurik	Jobsite	3	\$250.00		250.00				-	250.00
13	50028175781		Conc Access. - White Cap	Jobsite	3	\$6,003.92		6,003.92				-	6,003.92
84	130649		Valves - DeZurik	Jobsite	4	\$13,200.00		13,200.00				-	13,200.00
33	PS1452865A		Reinforcement Steel	Jobsite	5		\$31,927.43	31,927.43				-	31,927.43
68	26015		Screen - Duperon	Duperon	5		\$55,750.00	55,750.00				-	55,750.00
84	132956		valve chains 3 ea	DeZurik	5		\$426.00	426.00				-	426.00
84	133272		Valves Tag: Sht 42 New Influent Ps	DeZurik	5		\$2,150.00	2,150.00				-	2,150.00
84	130649		Valves Tag: 46 New SBR tank	DeZurik	5		\$13,200.00	13,200.00				-	13,200.00
84	133882		Valves Tag: Sht 41 Influent PS & Sht 63, 64 Aerated Sludge holding tank	DeZurik	5		\$19,275.00	19,275.00				-	19,275.00
84	135091		Valves Tag sheet 46 New SBR Tanks	DeZurik	5		\$31,650.00	31,650.00				-	31,650.00
180	79531		American Pump - Lift Station Controls Submittal	American Pump	5		\$41,500.00	41,500.00				-	41,500.00
								-				-	-
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						Totals	\$ 57,043.98	\$ 195,878.43	\$ 252,922.41	\$ -	\$ -	\$ -	\$ 252,922.41

AFFIDAVIT

State of Indiana)
Elkhart County

Michael R. Mattingly being duly sworn states that he is the President of Robert E. Crosby, Inc. and having contracted with the **Town of Bristol** for a project known as **WWTP Improvements Project** located in Elkhart County, Indiana and does hereby further state on behalf of the aforementioned contractor that receipt of

\$2,195,033.17 is acknowledged and upon receipt of \$727,739.90 & \$705,049.16

Robert E. Crosby, Inc. will waive and release unto the Owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of labor or material or both, furnished by the undersigned thereto through **December 2nd, 2024.**

ROBERT E. CROSBY, INC.

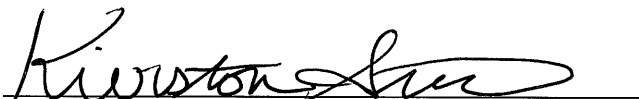


Michael R. Mattingly , President

Subscribed to and sworn to before me this 11th day of December, 2024 by Michael R. Mattingly, President of Robert E. Crosby, Inc.



KIERSTON SIMS, Notary Public
Allen County, State of Indiana
Commission Number NP0743180
My Commission Expires August 22, 2030


Notary Public

Owner:	<u>Town of Bristol</u>	Owner's Project No.:	<u>WW 22532001</u>
Engineer:	<u>Commonwealth Engineers, Inc.</u>	Engineer's Project No.:	<u>S22145</u>
Contractor:	<u>Crosby Construction</u>	Contractor's Project No.:	<u>24105-01</u>
Project:	<u>WWTP Improvement Project</u>		
Contract:	<u>WWTP Improvement Project</u>		

Application No.:	<u>5</u>	Application Period:	From	<u>11/02/24</u>	to	<u>12/02/24</u>	Application Date:	<u>12/02/24</u>
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1. Total Value of Original Contract Work Completed This Estimate Period:	\$	\$546,278.58
2. Total Value of Change Order Work Completed This Estimate Period:	\$	\$0.00
3. Total Net Contract Work Completed This Estimate Period:	\$	\$546,278.58
4. Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$	\$57,043.98
5. Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$	\$252,922.41
6. Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$	\$195,878.43
7. Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6):	\$	\$742,157.01
8. Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$	\$37,107.85
9. Total Amount Due to Contractor This Estimate Period:	\$	\$705,049.16



INVOICE

24105
1151 MAT
D
11/25/24

Section 7, Item d.

REMIT PAYMENT TO:
Duperon Corporation
1200 Leon Scott Ct
Saginaw, MI 48601-1273
800-383-8479

PURCHASE ORDER NO. 24105-1151	JOB NO. W4060	PROPOSAL NO. P12788	INVOICE DATE 11/11/2024	DATE DUE 12/23/2024	INVOICE NUMBER 26015
----------------------------------	------------------	------------------------	----------------------------	------------------------	-------------------------

BILL TO: R.E. CROSBY

SHIP TO: Town of Bristol

ksims@recrosby.com
Fort Wayne, IN 46802 US

TBD
Bristol, IN US

CUSTOMER NO. 1969		F.O.B. SHIPPOINT JOBSITE	SHIP VIA	TERMS Net 45 Days	
QUANTITY ORDERED	PART #	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
0.25	4060.LFS	LOW FLOW SYSTEM 25% of Contract Due @ Submittal Submission		\$223,000.00	\$55,750.00
				SUBTOTAL	\$55,750.00
				FREIGHT	\$0.00
				TAXES	\$0.00
				LESS AMOUNT RECEIVED	\$0.00
REP AGENCY American Pump Repair & Service		AMOUNT PAYABLE IN USD		TOTAL DUE	\$55,750.00

Wire or ACH Payments:
1st State Bank, Saginaw, MI ABA #072414158
Duperon Corporation Account # 004507
Email Remittance: pay@duperon.com

AMERICAN PUMP REPAIR & SERVICE, INC

Section 7, Item d.

PO BOX 54
NEW PALESTINE, IN 46163

Date	Invoice #
11/15/2024	79531

24105
1302 MAT
12/31/24

Bill To
CROSBY CONSTRUCTION 2805 FREEMAN STREET FORT WAYNE, IN. 46802

P.O. No.	Terms	Project
24105-1302	Net 30	

Quantity	Description	Rate	Amount
1	PARTIAL BILLING - BRISTOL WWTP PROJECT - 25% AFTER APPROVED SUBMITTALS LIFT STATION SCADA UPGRADES	41,500.00	41,500.00

Phone #
317-861-6791

Total \$41,500.00



24105
11/25/24
320 MAT
P

Nucor Rebar Fabrication Midwest LLC

INVOICE

For Billing Inquiries: Dawn Smith 260-572-1343 dawn.smith@nucor.com

Section 7, Item d.

Invoice No.:
Application No.: 2.00
Invoice Date: 11/13/24
Bill Thru Date: 11/13/24

Mail-To: R10994 Robert E Crosby Inc 2805 Freeman Street Fort Wayne, IN 46802 USA	Cust No: R10994 Terms: Net 30 Days Cust PO No.: 24105-0320 Cust. Job No.:	Job No.: 07624114 Bristol WWTP Improvements 1300 W Vistula St. Bristol, IN 46507 USA
--	--	--

Summary Line Item	CONTRACT			TOTAL TO DATE		PREVIOUS TO DATE		THIS INVOICE		
	Quantity	UM	Rate	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Original Contract				384,938.00		49,779.49		17,852.06		31,927.43
Less: Previously Invoiced						17,852.06		17,852.06		
AMOUNT DUE & PAYABLE					\$ 31,927.43					\$ 31,927.43

Bid Item	Description	Cust. Ref. #	CONTRACT			TOTAL TO DATE		PREVIOUS TO DATE		THIS INVOICE		
			Quantity	UM	Rate	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
001	Headworks Structure 16.4 tons		1.000	LS		20,677.00						
002	Headworks DBR'S		1.000	LS		7,189.00	19.17%	1,378.19		19.17%	1,378.19	
003	SBR Tanks 246.3 tons		1.000	LS		302,339.00	9.63%	29,126.30		9.63%	29,126.30	
004	SBR Blower Pad .9 ton		1.000	LS		1,159.00						
005	UV Structure 6.8 tons		1.000	LS		8,958.00						
006	Effluent Structure 15.4 tons		1.000	LS		19,275.00	100.00%	19,275.00	92.62%	17,852.06	7.38%	1,422.94
007	Primary Clarifier 1.6 tons		1.000	LS		2,025.00						
008	Sludge Bldg. Ramp .12 ton		1.000	LS		160.00						
009	Ash Tank Blower Pad 1.0 ton		1.000	LS		1,320.00						
010	Control/Maint, Fnds 3.4 tons		1.000	LS		4,378.00						
011	Control/Maint, SOG 14.0 tons		1.000	LS		17,458.00						
Total Original Contract						384,938.00		49,779.49		17,852.06		31,927.43

Shipment Detail:

BL491825A 09/18/24 BL494821A 10/10/24 BL497594A 10/31/24 BL498815A 11/12/24

Remit To: Nucor Rebar Fabrication Midwest LLC
1342 South Grandstaff Drive Auburn, IN 46706

NO STATEMENTS ISSUED - PLEASE PAY BY INVOICE
A SERVICE CHARGE OF 18% PER ANNUM WILL BE CHARGED ON OVERDUE ACCOUNTS

Do NOT accept new or changed remittance directions without calling (260) 927-3075 to confirm the legitimacy of the request.



24105
1510 MAT
11/25/24

Section 7, Item d.

DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV132956

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:12/07/2024

Date :	11/07/2024	Sales Order :	SO126742
Customer :	CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc.	Order Admin :	Tracy Schwartz
Customer P.O. :	24105	Representative :	Rep113 B.L. Anderson
Project Name :	Bristol WWTP Improvements	Representative Contact :	TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, SECTION 17.1 ET SEQ., BUSINESS COMMERCE CODE (DPTA) WAIVE ALL PROVISIONS OF THE DPTA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
10	6a	1023794	60	ft	7.10	426.00

ACC*CN103

SetUpText :Chain: 3 Pieces, 1/3 ft long each

Goods	Costs	Shipping & Handling	Tax	Total USD
426.00	0.00	0.00	0	426.00

Please reference our Invoice No. INV132956 when remitting payment



24105
1510 MAT
11/25/24

DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV133272

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:12/08/2024

Date :	11/08/2024	Sales Order :	SO126742
Customer :	CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc.	Order Admin :	Tracy Schwartz
Customer P.O. :	24105	Representative :	Rep113 B.L. Anderson
Project Name :	Bristol WWTP Improvements	Representative Contact :	TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, SECTION 17.1 ET SEQ., BUSINESS COMMERCE CODE (DPTA) WAIVE ALL PROVISIONS OF THE DPTA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

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Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
3	3	9645638	1	Ea	2,150.00	2,150.00

PEF,6,F1,CI,NBR,CR,AIS*GS-6A-HD8

Tag :Sheet 42 New Influent Pump Station

Goods	Costs	Shipping & Handling	Tax	Total USD
2,150.00	0.00	0.00	0	2,150.00

Please reference our Invoice No. INV133272 when remitting payment



DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV130649

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

*2d1355
1510-m
JE
10/31/24*

Delivery Address

Chris Markley
R E CROSBY **c/o Bristol**
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:11/28/2024

Date :	10/29/2024	Sales Order :	SO126742
Customer :	CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc.	Order Admin :	Tracy Schwartz
Customer P.O. :	24105	Representative :	Rep113 B.L. Anderson
Project Name :	Bristol WWTP Improvements	Representative Contact :	TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT (THE DPTA) WAIVE ALL PROVISIONS OF DTPA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
6	6	9742779	3	EA	4,400.00	13,200.00

BAW,14,F1,CI,NBRN-NBR,150B,DI-S2,AIS*GS-6B-CW12

Tag :Sheet 46 New SBR Tanks

Goods	Costs	Shipping & Handling	Tax	Total USD
13,200.00	0.00	0.00	0	13,200.00

Please reference our Invoice No. INV130649 when remitting payment



24105
1510 MAT
11/25/24

DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV133882

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:12/12/2024

Date :	11/12/2024	Sales Order :	SO126742
Customer :	CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc.	Order Admin :	Tracy Schwartz
Customer P.O. :	24105	Representative :	Rep113 B.L. Anderson
Project Name :	Bristol WWTP Improvements	Representative Contact :	TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, SECTION 17.1 ET SEQ., BUSINESS COMMERCE CODE (DPTA) WAIVE ALL PROVISIONS OF THE DPTA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
1	1	9737774	3	EA	4,875.00	14,625.00

PEF,10,F1,CI,NBR,CR,AIS*GS-12A-HD12

Tag :Sheet 41 New Influent Pump Station

7	7	9645637	3	Ea	1,550.00	4,650.00
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PEF,4,F1,CI,NBR,CR,AIS*GS-6A-HD8

Tag :Sheets 63 & 64 Aerated Sludge Holding Tank No. 1

Goods	Costs	Shipping & Handling	Tax	Total USD
19,275.00	0.00	0.00	0	19,275.00

Please reference our Invoice No. INV133882 when remitting payment



24105
1510 MAT
11/25/24

DeZURIK US 250 Riverside Ave North
Sartell MN 56377

Customer Invoice

Invoice No.: INV135091

Bill To Address

Jason Clear
R E CROSBY INC
2805 Freeman St
Ft Wayne IN 46802
United States

Delivery Address

Chris Markley
R E CROSBY c/o Bristol
WWTP
1300 W. Vistula St
Bristol IN 46507
United States

Del.Terms: FFA, Prepaid and Allow

Terms: Net 30
Due Date:12/18/2024

Date :	11/18/2024	Sales Order :	SO126742
Customer :	CUST064745 Robert E Crosby, Inc. dba Crosby Construction, Inc.	Order Admin :	Tracy Schwartz
Customer P.O. :	24105	Representative :	Rep113 B.L. Anderson
Project Name :	Bristol WWTP Improvements	Representative Contact :	TJ Siple

Miscellaneous Text : IF PRODUCTS LISTED BELOW REQUIRE MATERIAL SAFETY DATA SHEETS IN ACCORDANCE WITH OSHA (1910.2000 (B) (5).IV, (C)) THEY WILL ACCOMPANY PRODUCT SHIPMENTS.

BUYERS WHO ARE BUSINESS CONSUMERS AS DESCRIBED IN SECTION 17.42 OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, SECTION 17.1 ET SEQ., BUSINESS COMMERCE CODE (DPTA) WAIVE ALL PROVISIONS OF THE DPTA TO THE FULLEST EXTENT ALLOWED BY THE DTPA.

Shipping Text : Please coordinate deliveries thru Chris Markley @ 260 410 8032Note: Due the very restricted site access All deliveries must be scheduled 48 hours in advance of any delivery being received and unloaded.

Deliveries that just turn up without prior notice run risk of a 4 to 6 hour wait prior to unload

Line	Cust Line	Item	Qty	Unit	Unit Price	Amount
5	5	9684342	3	Ea	10,550.00	31,650.00

PEF,16,F1,CI,NBR,CR,AIS*GS-12A-HD24

Tag :Sheet 46 New SBR Tanks

Goods	Costs	Shipping & Handling	Tax	Total USD
31,650.00	0.00	0.00	0	31,650.00

Please reference our Invoice No. INV135091 when remitting payment

CHANGE ORDER NO.: 2

Owner:	Town of Bristol	Owner's Project No.:	WW22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract Name:	WWTP Improvement Project		
Date Issued:	Effective Date of Change Order:		

The Contract is modified as follows upon execution of this Change Order:

Description: Reed Bed Media Removal Payment, Driveway Revision, and Lift Station 3 Revision

Attachments: Recommendation Letter, Change Order Breakdown Memo, reed beds media and sludge removal correspondence, WCD-1 and pricing, WCD-3 and pricing

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>24,293,749.00</u>	Original Contract Times: Calendar days Substantial Completion: <u>630</u> Ready for final payment: <u>30</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>1</u> : \$ <u>277,020.00</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>1</u> Substantial Completion: <u>90</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>24,016,729.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>720</u> Ready for final payment: <u>30</u>
[Increase] [Decrease] this Change Order: \$ <u>64,051.30</u>	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>24,080,780.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>720</u> Ready for final payment: <u>30</u>

Town of Bristol
WWTP Improvements Project
Change Order #2

Recommended by Engineer (if required)

By: Amy Mendonca
Title: Project Engineer
Date: 12/16/24

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

By: [Signature]
Title: President
Date: 12/17/2024

Approved by Funding Agency
(if applicable)

By: _____
Title: _____
Date: _____



December 16, 2024

Mike Yoder
Town of Bristol
303 E Vistula St
Bristol, IN 46507

**RE: Job Number S22145
WWTP Improvement Project
Proposed Change Order No. 2**

Dear Mr. Yoder:

Enclosed, please find the proposed Change Order No. 2 (CO #2) for the Town of Bristol's consideration and approval.

This CO #2 includes a contract price increase of \$64,051.30 and no additional contract time resulting in a new total contract price of \$24,080,780.30 and no additional contract time; this keeps allowed time to overall project completion at 720 days.

Recommendation

We have reviewed the cost items and determined them to be fairly priced and warranted. The proposed change consists of the following:

- Reed Bed Media Removal Payment
- Driveway Revision
- Lift Station 3 Revision

Further details can be found in the attached memorandum. We recommend acceptance of this change order. The table below provides a summary of components included within this change order:

Description	Cost Change	Time Extension (Days)	Summary Notes
Reed Beds Additional Sludge and Media Removal	\$53,466.30	0	Additional sludge beyond base bid amount of 2,500 tons was removed from reed beds. The bid established a unit price for the additional sludge removal. Contractor requested compensation for unforeseen media removal from reed beds. Town is offering \$30k compensation for media removal which the Contractor did not include in the original bid.
Driveway Revision	\$1,973.00	0	INDOT requested revision to new driveways at WWTP and LS 1.
Lift Station 3 Revision	\$8,612.00	0	Relocation of LS 3 due to new gas main constructed by NIPSCO.
Total:	\$64,051.30	0	

If you have any questions, please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, P.E.



100 East Wayne St., Suite 315
South Bend, IN 46601
PH: (574) 800-7177

CHANGE ORDER SUMMARY MEMORANDUM

DATE: December 16, 2024

SUBJECT: Wastewater Treatment Plant Improvements
Work Item Breakdown for Change Order No. 2

Change Order No. 2 for this project includes a cost increase associated with additional sludge removal and Contractor-unforeseen media removal from reed beds, INDOT required driveway revision, and Lift Station 3 shift due to a recently constructed gas main. The Engineer has reviewed the costs submitted by the Contractor and considers them fair and necessary. One item, media removal from reed beds, was not recommended by the Engineer but a settlement was agreed on to compensate the Contractor for a portion of media removal.

The attached request for change includes the total cost for the items described below.

1) Additional Sludge Removal and Unforeseen Media Removal at Reed Beds

The Contract included removal of all dewatered sludge from the existing reed beds onsite and removal of all reed bed contents and concrete. The base bid included up to 2,500 tons of dewatered sludge removal and a unit price per ton of additional sludge removal at \$66.00/ton was included as a pre-determined amount for change order processing. An additional 355.55 tons of dewatered sludge were removed, equating to \$23,466.30 eligible CO amount.

The Contractor submitted a claim for removal of 898.65 tons of reed bed media at the \$66/ton unit rate (\$59,310.90). The Engineer recommended denying this claim; however, the Town agreed to compensate \$30,000.00. See attached documentation of negotiations leading up to this decision and detailed documentation of sludge and media removed from the reed beds.

2) Driveway Revision

Permit-related changes occurred between the time the project was bid and the beginning of construction. Driveways at the WWTP site and LS 1 site required revisions to obtain approval of the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be

approval of the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be removed to meet INDOT requirements. These changes reflect an additional cost of \$1,973.00 and no additional contract time.

3) Lift Station 3 Revision

The Engineer is shifting LS further into the park to avoid a new gas main constructed by NIPSCO in August, 2024. Changes were made to the elevations for setpoints, incoming sewer invert, and outgoing forcemain invert and forcemain route. The lift station overall depth and pump selection were not changed. Existing trees near the new lift station location are to be removed by the Contractor. A figure showing the location of the lift station is attached. This change results in an additional cost of \$8,612.00 and no additional contract time.

The table below provides a summary of components included within this change order:

Description	Cost Change	Adjustment in Contract Time (Calendar Days)
Reed Bed Media Removal Payment	\$53,466.30	0
Driveway Revision	\$1,973.00	0
Lift Station 3 Revision	\$8,612.00	0
Total:	\$64,051.30	0

REED BEDS MEDIA AND SLUDGE REMOVAL
CORRESPONDENCE

CEI LETTER 10/31/24



October 31, 2024

Russell Jacobs
Vice President
RE Crosby Construction, Inc.
2805 Freeman Street
Fort Wayne, IN 46802

**Re: Reed Beds Media Removal Payment
Town of Bristol
Wastewater Treatment Plant Improvements Project**

Dear Mr. Jacobs:

This letter is in response to your email dated October 16, 2024, regarding the Town of Bristol Wastewater Treatment Improvements Project compensation for media removal from reed beds.

In accordance with the Contract Documents, the Contractor is required to remove dewatered sludge from the existing reed beds onsite and demolish the reed beds in their entirety. The reed beds are made up of gravel and sand media as documented on record drawings provided to bidding contractors via Addendum 1. A basis of bid was provided for the dewatered sludge disposal at 2,500 tons. Contract documents also stated additional dewatered sludge removed from reed beds would be compensated at a unit price established by Contractor at time of bid.

Work completed between August 19, 2024, and August 30, 2024, included removal of both sludge and media from the reed beds by subcontractor, Merrell Bros., Inc. The onsite resident project representative (RPR) tracked loads per day, tonnage, and type of material being hauled. The Contractor hauled a total of 3,753.8 tons of combined sludge and media and requested payment for additional 1,253.8 tons of material with notice of this request provided via email on September 23, 2024. The Engineer identified via email on September 23rd that the media removal included in this additional hauling will not be considered eligible for payment. Further correspondence proceeded (as attached). This letter is meant to summarize the issue and define what Engineer considers eligible for additional payment, for inclusion in change order.

Detailed Specification Section DS-02 Salvage, Demolition, Removal, Renovation, and Relocation, Part 3.04.C.8 states: "Reed Beds - Contractor shall remove and lawfully dispose off-site all accumulated sludge, media, and vegetation from all reed sludge drying beds." The Contractor's email on October 16th regarding belief that the media should be paid for via the contract stated that the sand and gravel media were contaminated by the sludge and not salvageable. However, the contract does not designate the media to be salvaged. It is to be removed and lawfully disposed.

Below is a summary of RPR's recorded hauling and Engineer's designated eligible and ineligible costs. Actual load tickets and records from Merrell Bros should be provided to confirm these



numbers.

Date	Tons Hauled	
	Sludge	Media
8/19/2024	264.21	
8/20/2024	388.58	
8/21/2024	334.90	
8/22/2024	354.66	
8/23/2024	319.87	
8/26/2024	180.25	116.01
8/27/2024	412.79	
8/28/2024	380.03	76.5
8/29/2024	220.26	435.66
8/30/2024		270.48
TOTAL, Tons	2855.55	898.65
BASIS OF BID, Tons	2500	n/a
Eligible Over Run Total, Tons	355.55	n/a
Unit Price per Bid Tab	\$66.00	n/a
Amount Eligible for CO	\$23,466.30	\$0.00

If Contractor agrees with the above designation, final invoice/load tickets shall be submitted from Merrell Bros and the eligible additional payment will be included in the next combined change order.

Should you have any additional comments or questions, please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, P.E.
 Project Engineer

Attachments:

- 9/23/24 – 10/16/24 Emails
- RPR Hauling Records
- Bid Tab Process for Change Orders in Base Bid

9/23/24 - 10/16/24 EMAIL CORRESPONDENCE

From: Russell Jacobs <RJacobs@recrosby.com>
Sent: Wednesday, October 16, 2024 9:42 AM
To: Amy Mendoza, PE (IN)
Cc: Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP; Jeff Carlson; Jeremy Hardy, PE (IN); Justin Ballinger
Subject: RE: Bristol WWTP
Attachments: [Re- Bristol Update \[28\].eml](#)

Amy:

Your point of view is duly noted. However we respectfully disagree with your point(s) and comment as follows:

With this project being a complete cleanout of the reed beds and the said beds being demolished, includes the media that the sludge drained into. .

The drying bed consisted of 3 layers from top to bottom:

1. The sludge layer is the top layer of the drying bed and the main reason for having drying beds. The reeds and vegetation are part of this sludge layer as well.
2. The sand layer is the “filter” layer and was part of the media that was excavated and hauled. This layer is plug with sludge as the water pulls sludge into the sand when it is draining. This contaminates the sand layer with sludge.
3. The gravel layer acts a “flow through” layer and was the other part of the filter system that was excavated and hauled. The main purpose behind it is to give the water somewhere to go with very little restriction. The gravel has tile drains in it where the water can escape and return to the head of the plant where it can be treated. This gravel had been contaminated by the material that ran through the sludge sand layers above.
4. The dirt makes up the bottom most layer of the drying bed. This layer acts as the liner that holds the water from flowing deeper into the ground and allowing the drain tile to pull it away. This is where the contaminates from the sludge stop and does not need to be disturbed.

The media levels are not salvageable media as they have been contaminated by the sludge in the drying bed. The contract states that this material must be lawfully disposed of which was done so at the landfill where the rest of the sludge was disposed.

We would also note that prior to the aforementioned sludge/materials being hauled off site we made contact with Commonwealth regarding the onsite activities.

Please advise on how you would like us to proceed as referenced in our email dated September 23rd 2024.

Respectfully



CONSTRUCTION

Established 1963

Russell Jacobs

VICE PRESIDENT

rjacobs@recrosby.com

O:(260) 432-5114 C:(260) 410-8247

WWW.RECROSBY.COM

From: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Sent: Friday, September 27, 2024 3:32 PM
To: Russell Jacobs <RJacobs@recrosby.com>
Cc: Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP <dwells@contactcei.com>; Jeff Carlson <jcarlson@contactcei.com>; Jeremy Hardy, PE (IN) <jhardy@contactcei.com>
Subject: RE: Bristol WWTP

Russell, apologies for the delayed response.

We do not feel that the media removal should be paid additional. The specs state the established unit price for additional removal at the reed beds is for dewatered sludge, not media. The media was to be demo'd to landfill along with concrete, etc. The record drawings of the reed beds show the media within them and therefore a basis of bid was available during bidding via the old record drawings (issued via addendum). We consider this similar to the removal of concrete from other structures.

If you'd like to discuss further, please let us know.

Thanks,

Amy Mendoza, PE (IN)
Project Engineer
 T: 800-289-1177 | D: 219-900-9104
Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA
Regional Offices: Crown Point, Evansville, Fort Wayne, Huntingburg, Indianapolis North, and South Bend, IN | Bowling Green, KY



From: Russell Jacobs <RJacobs@recrosby.com>
Sent: Monday, September 23, 2024 2:46 PM
To: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Subject: RE: Bristol WWTP

Amy:

Not sure I understand the statement highlighted below...can you elaborate

Thanks



rjacobs@recrosby.com
 O:(260) 432-5114 C:(260) 410-8247
WWW.RECROSBY.COM

From: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Sent: Monday, September 23, 2024 2:27 PM
To: Russell Jacobs <RJacobs@recrosby.com>
Subject: RE: Bristol WWTP

Hi Russell,

You can submit a proposal with brief cover letter and then a detailed cost explanation (normally I see it in the form of a spreadsheet that shows the cost to the Contractor and associated markup). Let me know if you would like to see an example.

Just to put this out there, we are not expecting to compensate additional for the media hauling. But please submit request via Procore and we'll review from there.

Thanks!

Amy Mendoza, PE (IN)
Project Engineer
 T: 800-289-1177 | D: 219-900-9104
 Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA
 Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY



From: Russell Jacobs <RJacobs@recrosby.com>
Sent: Monday, September 23, 2024 2:20 PM

To: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Subject: Bristol WWTP

Amy:

Quick question: How do you want us to submit the addition cost associated with the Reed bed sludge removal

As of to date complete removal 3,753.8 tons minus the bid quantity 2,500 tons. Addition 1,253.8 tons

Cost \$82,750.80

Thanks



rjacobs@recrosby.com
O:(260) 432-5114 C:(260) 410-8247
WWW.RECROSBY.COM

RPR HAULING RECORDS

Hauling from Reed Beds 8/19/24 to 8/30/24

Date	Tons Hauled	
	Sludge	Media
8/19/2024	264.21	
8/20/2024	388.58	
8/21/2024	334.9	
8/22/2024	354.66	
8/23/2024	319.87	
8/26/2024	180.25	116.01
8/27/2024	412.79	
8/28/2024	380.03	76.5
8/29/2024	220.26	435.66
8/30/2024		270.48
TOTAL, Tons	2855.55	898.65
BASIS OF BID, Tons	2500	n/a
Over Run Total, Tons	355.55	n/a
Unit Price per Bid Tab	\$66.00	n/a
Amount Eligible for CO	\$23,466.30	\$0.00

Hauling from Reed Beds on 8/30/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
133	1	27.06	Media	6:19:55	
257	1	28.12	Media	6:24:58	
185	1	29.1	Media	6:12:53	
186	1	23.17	Media	6:15:33	
258	1	30.12	Media	6:17:20	
185	2	30.47	Media	8:14:42	
186	2	23.94	Media	8:40:10	
258	2	22.67	Media	8:47:12	
185	3	27.915	Media		No ticket collected. Vebral amount given
	3	27.915	Media		No ticket collected. Vebral amount given
Total		270.48	Media		

Hauling from Reed Beds on 8/29/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	26.23	Media	6:17:38	
185	1	32.21	Media	6:12:55	
133	1	24.8	Sludge	6:31:20	
257	1	24	Sludge	6:26:32	
258	1	25.26	Sludge	6:20:07	
186	2	26.39	Media	8:17:24	
185	2	26.39	Media	9:04:52	
133	2	23.55	Sludge	9:08:20	
258	2	24.04	Sludge	8:23:46	
257	2	24.88	Sludge	8:54:03	
186	3	23.34	Media	10:14:31	
185	3	26.22	Media	11:07:32	
133	3	23.84	Sludge	11:16:25	
258	3	26.8	Media	10:24:22	
257	3	27.5	Media	10:59:38	
186	4	26.9	Media	12:17:38	
185	4	28.01	Media	13:09:33	
133	4	25.11	Sludge	13:20:12	
258	4	24.78	Sludge	12:23:18	
257	4	27.77	Media	12:49:51	
186	5	27.82	Media	14:34:16	
185	5	29.6	Media	15:11:14	
133	5	27.89	Media	15:22:14	
258	5	25.62	Media	14:45:54	
257	5	26.97	Media	14:52:31	
Total		655.92			
		220.26	Sludge		
		435.66	Media		

Hauling from Reed Beds on 8/28/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	23.17	Sludge	6:15:33	
133	1	20.02	Sludge	6:11:49	
185	1	25.16	Sludge	6:13:45	
258	1	19.67	Sludge	6:17:31	
186	2	25.33	Sludge	9:20:57	
133	2	23.14	Sludge	8:50:24	
185	2	26.5	Sludge	9:11:47	
258	2	23.27	Sludge	9:28:25	
186	3	23.72	Sludge	11:25:57	
133	3	22.72	Sludge	10:51:07	
185	3	26.78	Sludge	11:18:37	
257	3	21.17	Media	10:44:54	
258	3	20.06	Sludge	11:36:27	
133	4	23.23	Sludge	13:16:07	
185	4	27.7	Sludge	13:45:05	
257	4	26.22	Media	12:42:59	
186	5	23.88	Sludge	14:11:52	
257	5	29.11	Media	14:39:35	
258	5	25.68	Sludge	14:25:06	
Total		456.53			
		380.03	Sludge		
		76.5	Media		

Hauling from Reed Beds on 8/27/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	24.95	Sludge	6:14:20	
185	1	23.86	Sludge	6:12:17	
258	1	22.28	Sludge	6:17:07	
133	1	20.49	Sludge	6:19:18	
186	2	29.41	Sludge	8:39:31	
185	2	32.9	Sludge	8:26:29	
258	2	26.78	Sludge	8:48:50	
133	2	26.07	Sludge	8:59:17	
186	3	23.82	Sludge	11:00:21	
185	3	24.74	Sludge	10:43:14	
133	3	23.07	Sludge	11:27:56	
186	4	22.41	Sludge	13:21:55	
185	4	26.35	Sludge	12:57:27	
258	4	18.76	Sludge	13:42:12	
133	4	19.46	Sludge	13:32:57	
186	5	24.13	Sludge	15:43:59	
185	5	23.31	Sludge	15:26:05	
Total		412.79	Sludge		

Hauling from Reed Beds on 8/26/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
185	1	25.35	Sludge	10:20:20	
133	1	22.99	Sludge	10:36:17	
258	1	20.07	Sludge	10:52:17	
186	1	22.04	Sludge	10:41:57	
185	2	25.17	Sludge	12:34:28	
133	2	21.33	Sludge	12:46:20	
258	2	20.39	Sludge	13:16:53	
186	2	22.91	Sludge	13:03:52	
185	3	33.13	Media	14:58:43	
133	3	28.55	Media	15:10:57	
258	3	28.19	Media	15:33:05	
186	3	26.14	Media	15:24:32	
Total		296.26			
		180.25	Sludge		
		116.01	Media		

Hauling from Reed Beds on 8/23/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
257	1	20.9	Sludge	6:04:04	
185	1	24.87	Sludge	6:06:41	
186	1	21.26	Sludge	9:12:45	
186	1	21.03	Sludge	6:37:38	
258	1	19.68	Sludge	6:09:34	
257	2	21.06	Sludge	8:15:54	
185	2	27.5	Sludge	10:59:00	
185	2	22.83	Sludge	8:45:05	
186	2	26.16	Sludge	11:18:39	
258	2	20.4	Sludge	8:53:10	
185	3	24.88	Sludge	13:34:20	
186	3	24.09	Sludge	13:42:34	
258	3	22.96	Sludge	11:01:34	
258	3	22.25	Sludge	13:27:16	
Total		319.87	Sludge		

Hauling from Reed Beds on 8/22/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	22.08	Sludge	6:21:13	
258	1	20.61	Sludge	6:15:40	
257	1	21.52	Sludge	6:18:50	
185	1	24.97	Sludge	6:11:20	
186	2	21.71	Sludge	8:43:14	
258	2	18.28	Sludge	8:26:21	
257	2	18.9	Sludge	8:37:45	
185	2	20.46	Sludge	8:18:11	
186	3	24.59	Sludge	11:09:15	
258	3	22.69	Sludge	10:33:52	
257	3	24.53	Sludge	10:42:56	
185	3	26.24	Sludge	10:29:31	
186	4	21.38	Sludge	13:20:35	
258	4	21.43	Sludge	12:52:44	
257	4	21.49	Sludge	13:05:48	
185	4	23.78	Sludge	12:49:01	
Total		354.66	Sludge		

Hauling from Reed Beds on 8/21/24

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	21.96	Sludge	6:17:13	
257	1	19.49	Sludge	6:12:01	
185	1	26.49	Sludge	6:14:08	
258	1	22.15	Sludge	6:09:43	
186	2	18.99	Sludge	9:13:41	
257	2	17.02	Sludge	8:29:58	
185	2	21.42	Sludge	8:55:04	
258	2	16.87	Sludge	8:23:24	
186	3	18.98	Sludge	11:26:17	
257	3	20.16	Sludge	10:53:34	
185	3	22.13	Sludge	11:09:22	
258	3	19.43	Sludge	10:45:27	
186	4	23.21	Sludge	13:34:59	
257	4	20.8	Sludge	13:16:47	
185	4	22.99	Sludge	13:27:20	
258	4	22.81	Sludge	13:06:00	
Total		334.9	Sludge		

Hauling from Reed Beds on 8/20/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	1	18.86	Sludge	6:25:33	
133	1	19	Sludge	6:15:26	
257	1	19.06	Sludge	6:10:05	
185	1	21.23	Sludge	6:12:16	
258	1	18.78	Sludge	6:06:22	
186	2	20.51	Sludge	9:28:28	
133	2	19.87	Sludge	9:15:08	
257	2	18.73	Sludge	8:32:15	
185	2	21.33	Sludge	9:04:30	
258	2	18.31	Sludge	8:26:03	
186	3	20.01	Sludge	11:56:34	
133	3	20.33	Sludge	11:45:02	
257	3	17.94	Sludge	10:55:46	
185	3	21.82	Sludge	11:34:53	
258	3	18.66	Sludge	10:53:07	
186	4	19.2	Sludge	14:25:07	
133	4	20.34	Sludge	13:59:14	
257	4	18.02	Sludge	13:31:18	
185	4	21.04	Sludge	13:49:35	
258	4	15.54	Sludge	13:26:21	
Total		388.58	Sludge		

Hauling from Reed Beds on 8/19/24

Section 7, Item e.

Truck Number	Load Number	Weight in Tons	Material Type	Landfill Arrival	Remarks
186	2	19.8	Sludge	11:47:05	
186	2	19.12	Sludge	13:29:05	
186	2	20.34	Sludge	15:47:31	
258	2	18.79	Sludge	15:17:24	
185	3	18.41	Sludge	11:26:49	
257	3	15.91	Sludge	10:47:49	
133	3	18.89	Sludge	11:02:48	
258	3	18.3	Sludge	13:07:26	
258	3	16.39	Sludge	10:52:40	
185	4	22.82	Sludge	13:55:28	
257	4	19.26	Sludge	12:59:22	
257	4	17.92	Sludge	15:05:28	
133	4	19.31	Sludge	13:23:05	
133	4	18.95	Sludge	15:32:07	
Total		264.21	Sludge		

**BID TAB PROCESS FOR CHANGE ORDERS IN BASE BID
ESTABLISHED REED BEDS DEWATERED SLUDGE UNIT PRICE**

TOWN OF BRISTOL
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

PROCESS FOR CHANGE ORDERS IN BASE BID

For the purpose of establishing a process for change orders of the actual, installed quantities of Aerated Sludge Holding Tanks Concrete Repairs as identified in DS-31 and shown on the Structural Drawings, as approved and field verified by Owner and Engineer, the Bidder agrees to the following unit prices to be added to or subtracted from the Total Base Bid amount (regardless of total repair area/footage quantities):

- Epoxy Injection (EI) = \$ 75⁰⁰ per lineal foot
(in figures)
- Chemical Grout Injection (CG) = \$ 105.⁰⁰ per lineal foot
(in figures)
- Partial Depth Patch Horizontal Surface (P) = \$ 102⁰⁰ per square foot
(in figures)
- Partial Depth Patch Vertical Surface (P) = \$ 102⁰⁰ per square foot
(in figures)

For the purpose of establishing a process for change orders of the actual quantities of accumulated Liquid/Sludge/Grit removal and disposal as identified in DS-31 and as approved and field verified by Owner and Engineer, the Bidder agrees to the following unit prices to be added to or subtracted from the Total Base Bid amount (regardless of total quantities):

- Existing Reed Beds Dewatered Sludge = \$ 66⁰⁰ per ton
(in figures)
- Existing Primary Clarifier Liquid Sludge = \$ 1.25 per gallon
(in figures)
- Existing Accumulated Grit/Debris = \$ 239⁰⁰ per cubic yard
(in figures)

CROSBY 11/18/24 RESPONSE LETTER

CONSTRUCTION

November 18, 2024

Amy Mendoza
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Re: Town of Bristol
WWTP Improvements
Reed Bed Media
Removal payment

Dear Ms. Mendoza:

We acknowledge receipt of your letter dated October 31st, 2024, pertaining to the Town of Bristol Wastewater Treatment Improvement Project reed beds media removal and comment as follows:

We agree that in accordance with the Contract Documents the Contractor is required to remove Liquid/Sludge/Grit materials and lawfully disposed from existing plant facilities. We also agree that the actual quantity of Liquid/Sludge/Grit removal and disposal as identified in the Detailed Specification section DS 31 would be adjusted based on the actual quantity of Liquid/Sludge/Grit removal and disposal.

We would also note that the Detailed Specification section DS 02 Salvage, Demolition, Removal, Renovation and Relocation, 3.04 Removal, Section A, states: The Contractor shall be responsible for coordinating with the engineer which items shall be removed from locations or from the site. The Contractor shall be responsible for transportation and lawful disposal of all removed items. Sub section 8 of this section goes onto state: Reed Beds. Contractor shall remove and lawfully dispose off-site all accumulated sludge, media and vegetation from all sludge drying beds.

The question asked at the pre bid of January 11th, 2024, by Mr. Vode. Question: *It doesn't appear that there is any information available for the sludge removal volume in the reed beds. It would be nice if a volume was provided for bases for bids or some other method to ensure bidders are making the same assumptions. Some form or allowance or unit price should be considered.* The Answer given via Addendum #1 states: *The reed beds were last cleaned out in 2015 by Merrel Bros. The town does not have a land application permit. Sludge is hauled to landfill. Contractor is required to include all sludge removal and lawful disposal in their bids. Commonwealth will review the volumetric value and address via addendum. See addendum.*

As part of addendum #1. Record drawings of the existing WWTP were sent via OneDrive Link titled Record Drawings for Bidders. The addendum also noted the following statement. (In part)

GENERAL CONTRACTOR

Commercial • Industrial | Construction Management | Design-Build | Water • Wastewater Treatment Facilities | Process Piping & Equipment

2805 Freeman Street | Fort Wayne, Indiana 46802 | P: 260-432-5114 | F: 260-432-1610 | www.recrosby.com

Drawing Release Waiver

Electronic files of Drawings furnished by this addendum to prospective Bidders are for information purposes Only. Owner and Engineer make no representation regarding accuracy or completeness of the information contained in these electronic files.

The Drawing Release Waiver statements goes on to state that: By receipt of these files, Bidder agrees to accept all responsibility for verification of the information contained on these files, and is not relieved of its duty to fully comply with the Contract Documents, including, without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work with that of other contractor(s) for the project....


During the bidding process our team concluded that any information detailed on the aforementioned as existing record drawings had no bearing on the question posed. The issue of volume associated with the existing reed beds Liquid/Sludge/Grit was established as part of addendum # 1 (Reed/Sludge Drying Beds 2,500 tons) To further our position the project specification and in particular DS 02 clearly defined the scope: Reed Beds. Contractor shall remove and lawfully dispose off-site all accumulated sludge, media and vegetation from all sludge drying beds.

The Salvage, Demolition and Removal of the existing reed beds was completed in accordance with the project documentation verbatim and constantly monitored by the onsite RPR who checked and recorded the manifest documentation and truck numbers issued by the landfill. Commonwealth Engineering and your onsite RPR were copied on all correspondence that pertained to the removal of the Liquid/Sludge/Grit/Media from the start, and at no time prior to or during the removal of the said material where we notified of any questions, concerns or compliance issue pertaining to the removal and lawful disposal of the accumulated sludge, media or vegetation from the existing reed beds.

Based upon the aforementioned contract documentation Crosby Construction position stands. The materials removed from the existing reed beds was removed in accordance with the Detailed Section(s) DS 02 and DS 31 of the project specification and as such we are entitled to an equitable adjustment via change order to cover the actual quantity of materials removed from the existing Reed Beds

Total quantity of sludge, media and vegetation removed: 3,753.8 Tons
Bid amount for removal and disposal of said material \$66.00 per ton.

Sincerely,
R. E. Crosby, Inc.



Russell L Jacobs
Vice President

CEI 12/11/24 RESPONSE LETTER



December 11, 2024

Russell Jacobs
Vice President
RE Crosby Construction, Inc.
2805 Freeman Street
Fort Wayne, IN 46802

**Re: Reed Beds Media Removal Payment
Town of Bristol
Wastewater Treatment Plant Improvements Project**

Dear Mr. Jacobs:

This letter is in response to your letter dated November 18, 2024 which was in response to our letter dated October 31, 2024 regarding the Town of Bristol Wastewater Treatment Improvements Project compensation for media removal from reed beds.

In the response letter, Crosby states that the Record Drawings which included the reed bed media information were assumed to not include any information that could be used in formulating the bid due to the Drawing Release waiver that was included with the Record Drawings. The drawing release waiver states the electronic files are for information purposes only and the Contractor accepts responsibility to verify the information contained in the files. Crosby Construction explains, "During the bidding process our team concluded that any information detailed on the aforementioned as existing record drawings had no bearing on the question posed [volume of sludge removal required at reed beds asked at pre-bid meeting]. The issue of volume associated with the existing reed beds Liquid/Sludge/Grit was established as part of addendum # 1 (Reed/Sludge Drying Beds 2,500 tons)." This interpretation of the waiver and intent of the record drawings was incorrect, as the 2,500 tons is clearly established only as Dewatered Sludge. Per the release waiver language, the Contractor is responsible for field verifying the amount of materials contained within the reed beds as constructed. It is not the Engineer's or Owner's concern how the waiver language was interpreted in reference to the Record Drawings which included the amount of media within the reed beds.

Crosby's response letter continues, "The Salvage, Demolition and Removal of the existing reed beds was completed in accordance with the project documentation verbatim and constantly monitored by the onsite RPR who checked and recorded the manifest documentation and truck numbers issued by the landfill. Commonwealth Engineering and your onsite RPR were copied on all correspondence that pertained to the removal of the Liquid/Sludge/Grit/Media from the start, and at no time prior to or during the removal of the said material where we notified of any questions, concerns or compliance issue pertaining to the removal and lawful disposal of the accumulated sludge, media or vegetation from the existing reed beds." There were no concerns with compliance issues or whether the Contractor followed the specifications during removal of the material. The onsite RPR tracked all load tickets to ensure CEI had clear documentation of



the material removed. The RPR was aware that the Contract Documents do not allow for compensating extra for media removal and was instructed to track the type of material removed to ensure the Owner was protected from claims related to the media removal.

This issue comes down to payment procedures established in the bid. Our bid tab establishes a procedure for change orders only for dewatered sludge removal from the reed beds, which was subject to change by how much the Town put in the reed beds. Media and concrete volumes were not subject to change and could have been calculated from the record drawing documents available to the Contractor during bidding and field verified prior to bidding. We cannot recommend the Owner issue additional payment for media, concrete, or vegetation removed and lawfully disposed following the contract requirements.

The amount of your claim we consider eligible for Change Order for removal of dewatered sludge beyond the 2,500 tons established in the bid is detailed in our letter dated October 31, 2024.

As the Engineer for the Town of Bristol, our recommendation to the Owner is for denial of the media removal portion of the claim (Total claim submitted \$82,750.80 – \$23,466.30 additional dewatered sludge removal = \$59,284.50 ineligible portion). However, we have discussed this matter with Town Manager Mike Yoder, and he stated in the interest of cooperation, the Town is willing to offer Crosby \$30,000 compensation for the media removal expenses. Contractor shall notify Engineer if they accept this amount, and Engineer will proceed with applicable change order.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, P.E.
Project Engineer

WCD-1 AND FORMAL PRICING



*Environmental Engineers & Consultants
7256 Company Drive
Indianapolis, IN 46237*

PH: (317) 888-1177 FAX: (317) 887-8641

WORK CHANGE DIRECTIVE #1

TO: Russell Jacobs, Crosby Construction
FROM: Amy Mendoza, P.E., Commonwealth Engineers, Inc.
CC: Darren Wells, P.E., Commonwealth Engineers, Inc.
DATE: August 14, 2024
SUBJECT: Town of Bristol, Indiana Wastewater Treatment Plant Improvements, Work Change Directive No. 1

Issue:

Permit-related changes occurred between the time the project was bid and the beginning of construction. Driveways at the WWTP site and LS 1 site required revisions to receive the INDOT permit. Additionally, the existing guardrail at the LS 1 site must be removed to meet INDOT requirements. Attached are the revised sheets showing the WWTP and LS 1 driveways.

Work Directive:

The Contractor shall review the changes and submit a proposal to incorporate these revisions into their work. The Contractor shall review this Work Change Directive No. 1 and notify the Engineer if any additional clarifications are necessary regarding this issue prior to submitting their proposal for this portion of the work.

Note, the plan sheets provided should be used to reference the revised driveway and should not be relied upon as all-inclusive for other project work.

Attachments:

- Revised Sheets: D9-01, D9-02
- Revised Sheets: C-01, C-02, C-07, C-08



November 11, 2024

Ms. Amy Mendoza
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Re: Town of Bristol Wastewater Treatment Plant
Improvement WCD # 1 Asphalt modifications

Dear Ms. Mendoza:

We are pleased to submit pricing in accordance with WCD # 1 issued on October 28th, 2024, to modify the asphalt at the entrance to the WWTP and lift Station 1

- Add One thousand nine hundred seventy-three dollars and no/100.

Please let us know if you have any further questions or need additional information.

Sincerely,

CROSBY CONSTRUCTION, INC.

A handwritten signature in black ink that reads "Russell Jacobs". The signature is written in a cursive style.

Russell Jacobs
Vice President

Date:	Description:	Asphalt changes WCD #1										Job #		Bristol WWTP			
Description	Qty.	Change description			Crew	MH	UM	UPL	Labor	CC	Materials	CC	Job Exp.	CC	subs	CC	Totals
General Conditions								\$ -									\$0
PM					PM	1.4	HR	\$ 225.00	\$ 315.00								\$315
Niblock	1	WCD #1 asphalt changes							\$ -						\$1,500		\$1,500
								\$ -									\$0
								\$ -									\$0
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Subtotal								\$ 315.00		\$ -		\$ -		\$1,500.00			\$1,815.00
Subcontractor Bond													0	\$0			\$0
Tax - General Condition Items ONLY													7%	\$0			\$0
Project Insurance														\$0			\$0
Builders Risk													By Owner	\$0			\$0
Job Bond													2%	\$36.30			\$36.30
Architectural													0%	\$0			\$0
Sub Total								315		0		0		\$1,536.30			\$1,851.30
Overhead & Profit													L&M Columns	15%	\$47.25		\$47.25
Overhead & Profit													Subcontractor Column	5.0%	\$75.00		\$75.00
Total Job								315		0		0		\$1,658.55			\$1,973.55



WCD #1

11/6/2024

Reduce WWTP Asphalt Entrance by 79 SYS	DEDUCT	\$7,900.00
Add INDOT Asphalt Entrance at LS 1 (52 SYS)	ADD	\$7,900.00
Remove Guardrail at LS 1	ADD	\$1,500.00

Net Change for WCD #1	ADD \$1,500.00
------------------------------	-----------------------

Kevin Crouch
Project Manager

WCD-3 AND FORMAL PRICING



Environmental Engineers & Consultants
7256 Company Drive
Indianapolis, IN 46237
PH: (317) 888-1177 FAX: (317) 887-8641

WORK CHANGE DIRECTIVE #3

TO: Russell Jacobs, Crosby Construction

FROM: Amy Mendoza, P.E., Commonwealth Engineers, Inc.

CC: Jeremy Hardy, P.E., Commonwealth Engineers, Inc.
Darren Wells, P.E., Commonwealth Engineers, Inc.

DATE: November 15, 2024

SUBJECT: Town of Bristol, Indiana Wastewater Treatment Plant Improvements, Work Change Directive No. 3

Issue:

NIPSCO constructed a new gas main through the originally-planned location for relocated Lift Station 3. Engineer is shifting LS 3 further into the park to avoid this conflict.

Work Directive:

The new location for Lift Station 3 is reflected in the attached plan sheets. Updated elevations for setpoints, incoming sewer invert, and outgoing forcemain invert and forcemain route are also included. The lift station overall depth and pump selection are not changing. There are existing trees near the new lift station location that are to be removed by the Contractor.

The approximate location of the new gas main is shown on the plans. Contractor shall locate the gas main prior to construction of the new sewer lines.

The Contractor shall review this Work Change Directive No. 3 and notify the Engineer if any additional clarifications are necessary regarding this issue prior to submitting their proposal for this portion of the work.

Attachments:

- Revised Sheets: D9-04, D9-08

COMMONWEALTH ENGINEERS, INC.
 OFFICE LOCATIONS IN:
 INDIANAPOLIS, IN (2)
 EVANSVILLE, IN
 FORT WAYNE, IN
 CROWN POINT, IN
 BOWLING GREEN, KY
 SOUTH BEND, IN
<https://commonwealthengineers.com>

AMY L. MENDOZA
 REGISTERED PROFESSIONAL ENGINEER
 No. 12300262
 STATE OF INDIANA
 Signature: *Amy L. Mendoza* Date: 12/21/2023

TOWN OF BRISTOL
 ELKHART COUNTY, INDIANA
 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

Indianaga
 Know what's below. 811 before you dig.
 1-800-382-5544
 (IT'S THE LAW)

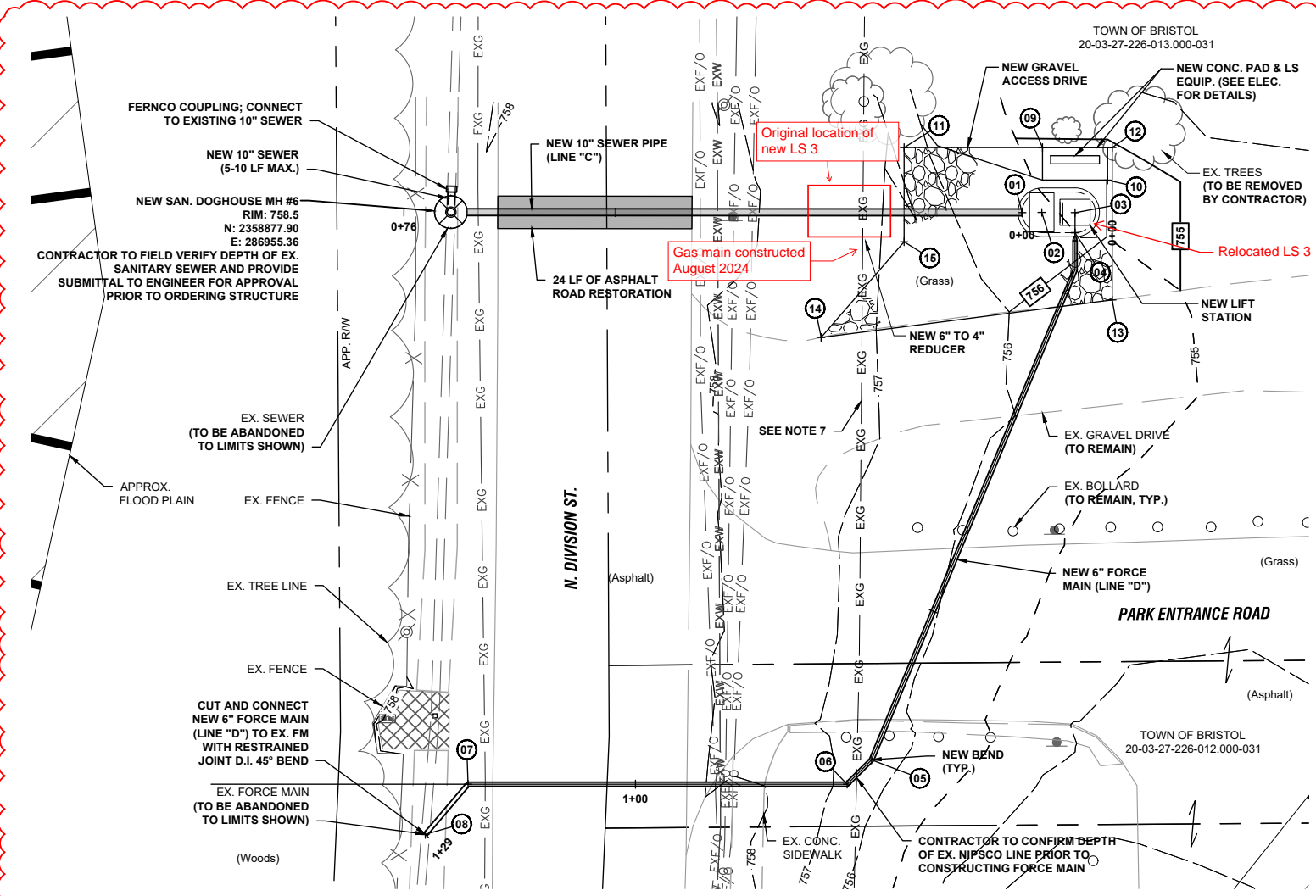
2023 BY COMMONWEALTH ENGINEERS, INC. ALL RIGHTS RESERVED. REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT PERMISSION IS PROHIBITED.

No.	Submital / Revision	Date	By
1	REPLACE SHEET - ADD 2	DSW 01/24/24	ALM
2	REPLACE SHEET - WCD 3	ALM 11/12/24	

Designed By: DSW	Drawn By: JAJ	Checked By: AR
Issue Date: 12/21/2023	Project No: S22145	Scale: AS SHOWN

EXISTING LIFT STATION NO 3. SITE IMPROVEMENTS PLAN (MA2)

Drawing No. **D9-0** 99
 Sheet: 73 OF 216



EX. LIFT STATION NO. 3 SITE IMPROVEMENTS PLAN

SCALE: 1"=10'-0"

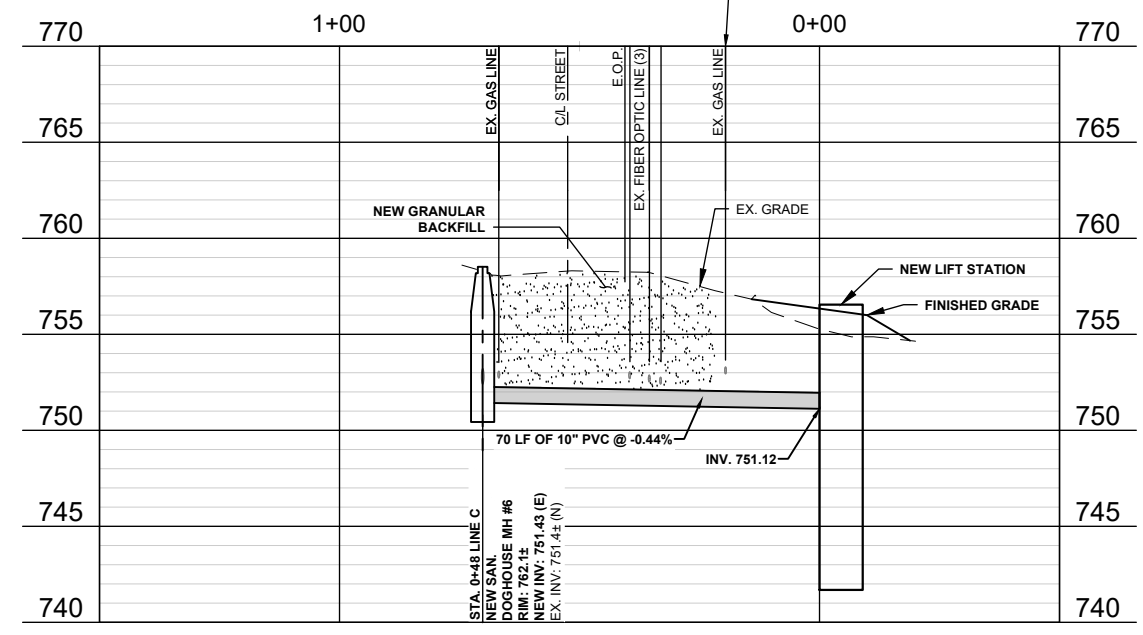
NOTES:

- CONTRACTOR SHALL PROTECT/ SECURE CONSTRUCTION SITE PERIMETER FROM PUBLIC ACCESSIBILITY AT ALL TIMES.
- INSTALL EROSION CONTROL PRIOR TO ANY GROUND DISTURBING ACTIVITY IN ACCORDANCE WITH INDIANA STORM WATER CONTROL CONCEPT AND DETAILS.
- CONTRACTOR SHALL OBTAIN COUNTY R/W PERMITTING PRIOR TO STARTING WORK ACTIVITY.
- CONTRACTOR SHALL CONDUCT THE OPEN CUT ACROSS N. DIVISION ST. DURING MONTHS OF NOVEMBER TO MARCH ONLY.
- A PEDESTRIAN BRIDGE PROJECT MAY BE OCCURRING SIMULTANEOUS TO THIS PROJECT. CONTRACTOR SHALL COORDINATE WITH OTHERS.
- TRAFFIC SHALL NOT BE RESTRICTED WHEN PERFORMING WORK. FOLLOW SIGNING REQUIREMENTS ON SHEET MOTXX. IF ONE LANE OF TRAFFIC REQUIRES BRIEF INTERRUPTION, IT SHALL BE DONE DURING OFF PEAK TRAFFIC PERIODS AND UTILIZING THE FLAGGING REQUIREMENTS OF THE MUTCD, CURRENT EDITION.
- APPROX. NIPSCO GAS MAIN LOCATION, TYP. DEPTH 32" TO 48", APPROX. 21 FT. FROM EDGE OF ROAD. CONTRACTOR TO CALL 811 AND LOCATE PRIOR TO CROSSING WITH NEW SEWER LINES.

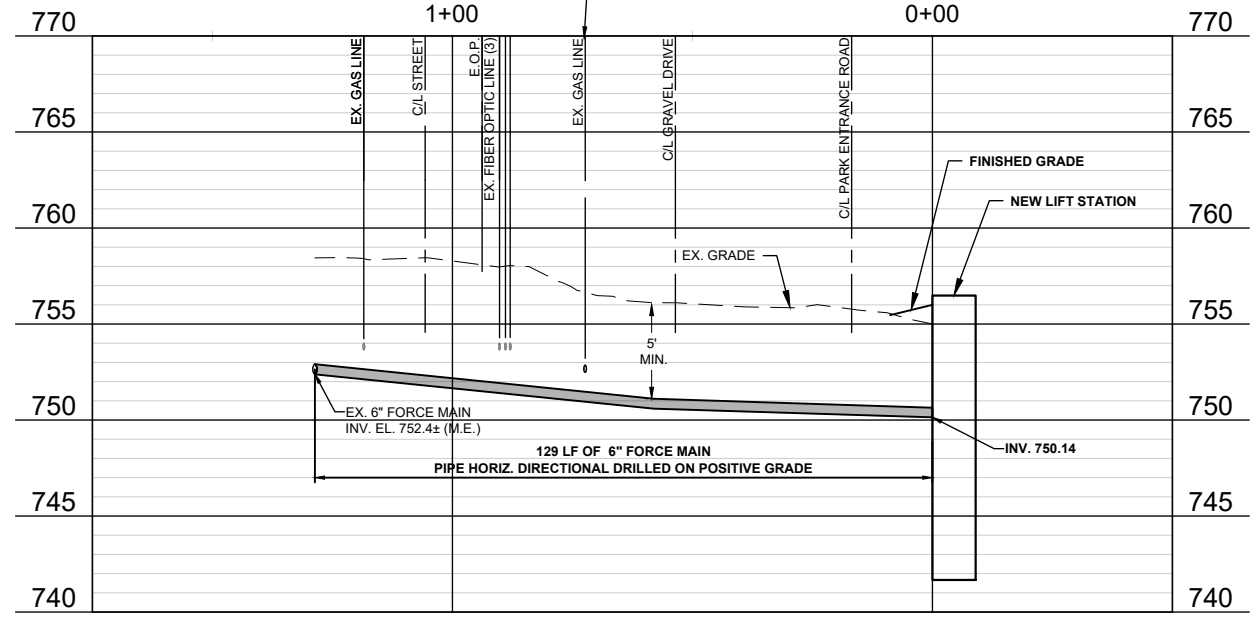
MANDATORY ALTERNATES

- MA1 - LIFT STATION 1 REPLACEMENT
- MA2 - LIFT STATION 3 REPLACEMENT
- MA3 - LIFT STATION 8 REPLACEMENT
- MA4 - LIFT STATION 10 UPGRADES
- MA5 - LIFT STATIONS SYSTEM-WIDE SCADA UPGRADES (PER SHEET E9-7)

POINT NO.	DESCRIPTION	NORTHING	EASTING
01	WETWELL INFLUENT	2358877.84	287025.53
02	WETWELL CENTER	2358877.87	287027.95
03	VALVE VAULT CENTER	2358877.84	287032.03
04	VALVE VAULT EFFLUENT	2358875.38	287032.03
05	BEND (AS REQD.)	2358810.60	287007.03
06	45 DEG. BEND 02	2358807.60	287004.03
07	45 DEG. BEND 03	2358807.60	286957.47
08	FORCEMAIN CONNECTION	2358801.42	286952.22
09	CONC. PAD NW CORNER	2358885.84	287028.03
10	CONC. PAD SE CORNER	2358881.84	287036.03
11	ACCESS DRIVE CORNER	2358885.84	287011.03
12	ACCESS DRIVE CORNER	2358885.84	287036.60
13	ACCESS DRIVE CORNER	2358867.12	287036.60
14	ACCESS DRIVE CORNER	2358862.51	287000.84
15	ACCESS DRIVE CORNER	2358874.26	287011.03



PROFILE - LINE "C"



PROFILE - LINE "D"

HORIZONTAL SCALE: 1" = 20'-0"

VERTICAL SCALE: 1"=5'

File: Z:\GIS\BID\CLINTON\BRISTOL\SCADA\WWT\IMPROVEMENTS\SCADA\CURRENT\FILES\DRAWINGS\18-EX.LIFT STATIONS.DWG
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December 10, 2024

Ms. Amy Mendoza
Commonwealth Engineers, Inc.
7256 Company Drive
Indianapolis, IN 46237

Re: Town of Bristol Wastewater Treatment Plant
Work Change Directive No. 3

Dear Ms. Mendoza:

In accordance with Work Change Directive #3 we are pleased to submit the costs associated with relocating lift station No.3.

- Cost to relocate lift station. Add eight thousand six hundred twelve dollars and no/100. \$8,612.00

Please let us know if you have any questions or need additional information.

Sincerely,

CROSBY CONSTRUCTION, INC.



Russell Jacobs
Vice President

Date:		Description: WCD # 3 LS 3 relocation										Job #			
Description	Qty.	Change description	Crew	MH	UM	UPL	Labor	CC	Materials	CC	Job Exp.	CC	subs	CC	Totals
Niblock		Crosby PM time	PM	2	HR	\$ 225.00	\$ 450.00								\$450
							\$ -								\$0
	1	LS 3 relocation Per WCD 3					\$ -						7,632		\$7,632
							\$ -								\$0
							\$ -								\$0
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							\$ -								\$0
	Subtotal							\$ 450.00		\$ -		\$ -		\$7,632.46	
Subcontractor Bond												0	\$0		\$0
Tax - General Condition Items ONLY												7%	\$0		\$0
Project Insurance													\$0		\$0
Builders Risk												By Owner	\$0		\$0
Job Bond												1%	\$80.82		\$80.82
Architectural												0%	\$0		\$0
Sub Total							450		0		0		\$7,713.28		\$8,163.28
Overhead & Profit												L&M Columns	15%	\$67.50	\$67.50
Overhead & Profit												Subcontractor Column	5.0%	\$381.62	\$381.62
Total Job							450		0		0		\$8,162.41		\$8,612.41

WORK CHANGE DIRECTIVE #3

- Additional 26 lft of 10" PVC
- Additional 6 lft of 6" Force Main
- 2 each Tree Removal

LABOR	\$	1,048.82
MATERIAL	\$	1,802.21
EQUIPMENT	\$	1,281.43
SUBCONTRACTOR	\$	3,500.00

Total additional cost for WCD #3 = \$7,632.46

**Engagement Letter dated: July 15, 2024
Between the Town of Bristol, Indiana and
Baker Tilly Advisory Group, LP**

RE: Tax Increment Financing Ongoing Assistance (TIF+) - Redevelopment Commission

DATE: December 17, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the Town of Bristol, Indiana, (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services.

A. Annual Tax Increment Finance (TIF) Services

1. Redevelopment Commission TIF Annual Training
 - a) Attend the annual organizational meeting of the Redevelopment Commission and make a presentation on Redevelopment Commission (RDC) annual responsibilities and the basics of tax increment financing (TIF).
2. Assist with the Annual Reporting and Meeting Requirements for the RDC
 - a) Assist the RDC in completing the annual reporting requirements on the activities of the RDC, includes various information for each tax increment allocation area (TIF Area) for the previous year to be filed with the Client's fiscal body, executive, and Indiana Department of Local Government Finance (DLGF) by April 15 each year under IC 36-7-14-13.
 - b) Assist the RDC with the TIF planning, budget, impact analysis and annual meeting requirements set forth under IC 36-7-25-8, including attendance of the annual meeting if requested.
3. Provide Pass-through Excess Assessed Value Notification Assistance
 - a) Assist the RDC in preparing an annual notice due to the County Auditor's office and overlapping taxing units by June 15th, notifying them of the amount of excess incremental assessed value that can be released to taxing units for the subsequent year, under 36-7-14-39(b)(4).
 - b) If needed, prepare a current schedule of estimated TIF revenue, under current law, including the impact of known new developments, estimated tax abatement reductions, depreciation tables, if applicable, and anticipated changes in tax rates, if necessary.
 - c) If needed, prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the RDC of any anticipated shortfalls or significant surplus, if necessary.
 - d) Assist with the preparation of any required supporting documentation for the captured assessed value determination resolution(s), if necessary.

**Engagement Letter dated: July 15, 2024
Between the Town of Bristol, Indiana and
Baker Tilly Advisory Group, LP**

4. Monitor TIF Revenue and Preparation of an Annual TIF Report
 - a) For the TIF Area(s), analyze recorded TIF revenue, comparing it to Baker Tilly's previous estimates, identifying the sources of material differences.
 - b) Identify major tax delinquencies materially affecting TIF revenue using information available from the county auditor's office.
 - c) Based on input from RDC representatives:
 - (1) Trace known major developments and tax abatement reductions into the county's property tax records.
 - (2) Research, report and make recommendations regarding any material differences from anticipated assessed valuations and TIF revenue.
 - d) Update TIF revenue estimates based upon current law and property tax data, including the impact of known new developments, estimated tax abatement reductions, personal property depreciation tables (if applicable), and estimated changes in tax rates (if applicable).
 - e) Prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the RDC of any anticipated shortfalls or significant surplus.
 - f) If needed, prepare illustrative schedules of amortization for bonds, leases, or other obligations payable from TIF revenue generated in the applicable TIF Area(s). Any illustrative amortizations prepared under this section will be for informational purposes only and may not be utilized in conjunction with the issuance of debt obligations.
 - g) If needed, illustrate annual cash flow for each allocation area for a five-year period (or another period defined by the RDC) that accounts for debt and non-debt expenditures of the RDC.
 - h) Provide an annual written report and additional written materials as appropriate, reporting findings to the RDC.
5. Calculate Base Value Adjustments (Neutralization) for Trending and General Reassessment
 - a) Contact the county auditor's office and, with its cooperation and based on information provided by the county auditor and assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values for each TIF Area in conjunction with annual trending or general reassessments. In performing this work, we rely on the accuracy of the information provided by the county auditor and assessor. We will not audit or review their information.
 - b) If necessary, travel to the county auditor's and/or assessor's offices to perform fieldwork that may be required. Obtain from the county auditor and assessor new tax abatement information, a list of new developments and assessed values (if available) and a list of outstanding parcel assessed value appeals for the TIF Area(s) to use in the calculation. Compare resulting calculations to historical captured value, if necessary.
 - c) With the cooperation of the county auditor's office, assist the county auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used during the assessed value certification process. If needed, assist the auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
 - d) With the cooperation of the county auditor's office, assist the county auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used in the preparation of the county abstract. If needed, assist the auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the abstract.

**Engagement Letter dated: July 15, 2024
Between the Town of Bristol, Indiana and
Baker Tilly Advisory Group, LP**

6. DLGF Annual Spending Plan Preparation

- a) Meet with Client leadership to discuss priorities and plans for the next fiscal year, develop an annual spending plan, pursuant to IC 36-7-14-12.7 and DLGF guidelines, and present the annual spending plan before the RDC.
- b) If requested, present the spending plan at a meeting of the RDC. Such report is limited to the purposes set forth herein, and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

B. Creation/Amendment of a Commercial TIF Allocation Area (as requested)

1. As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
2. As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
3. Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
4. If needed, meet virtually or in person with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation/amendment of the proposed TIF Area, as needed.
5. At the request of the Client, attend meetings and required public hearings to explain the impact of the creation/amendment of the proposed TIF Area and to address any questions.

C. Creation/Amendment of a Residential TIF Allocation Area (as requested)

1. As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
2. As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
3. Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
4. If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation/amendment of the proposed TIF Area, as needed.
5. At the request of the Client, attend meetings and required public hearings to explain the impact of the creation/amendment of the proposed TIF Area and to address any questions.

D. Economic Development Project Evaluation and Preliminary Feasibility (as requested)

1. In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives; the use of TIF, tax abatement and other sources of funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; and other issues and considerations.

**Engagement Letter dated: July 15, 2024
Between the Town of Bristol, Indiana and
Baker Tilly Advisory Group, LP**

2. Baker Tilly will be dependent upon these parties for the development assumptions used to inform the initial analysis. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.

Note: Additional Project analyses may be prepared under separate engagement scopes addressing the specific Project.

E. Periodic Services (Consulting Services) (as requested)

1. Analyze County TIF Parcel Records for Missing Parcels and Parcel Changes
 - a) Interview Client and/or county personnel to locate declaratory resolutions, base value dates, original maps of the TIF Area(s), together with any boundary changes that may have occurred subsequent to the creation of the TIF Area(s).
 - b) Compare county auditor's TIF parcel list and maps to determine the extent to which they reflect changes that have occurred to the TIF boundaries of the TIF Area and incorporate parcel splits and combinations.
 - c) Suggest corrections to the TIF database, as needed.

COMPENSATION AND INVOICING

Fees for services set forth in Section A of the Scope Appendix will be Two Thousand Two Hundred Dollars (\$2,200) per month and an annual cap of 105 hours allowed per year. Remaining sections of the Scope Appendix will be based upon the actual time and expenses incurred.

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.

**Engagement Letter dated: July 15, 2024
Between the Town of Bristol, Indiana and
Baker Tilly Advisory Group, LP**

- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Heidi L. Amspaugh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



RE: BT+ Services

DATE: December 12, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Bristol, Indiana, (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services as requested.

A. Accounting and Reporting Support

1. Provide as needed support for accounting and reporting processes related to the computerized accounting system modules of the Client as detailed below:
 - a) General Ledger;
 - b) Check Reconciliation;
 - c) Accounts Payable;
 - d) Cash Collection;
 - e) Payroll;
 - f) Reporting; and
 - g) Other (as necessary)
2. Provide as needed support for accounting and reporting processes for the Client as detailed below:
 - a) Cash and investments management;
 - b) Bond issues and other debt;
 - c) Property taxes;
 - d) Excise taxes;
 - e) Other operating revenues;
 - f) Personnel services;
 - g) Supplies;
 - h) Other services and charges;
 - i) Capital outlays;
 - j) Other disbursements;
 - k) Non-financial activity; and
 - l) Other accounting and reporting processes (as necessary)

**Engagement Letter dated: July 15, 2024
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3. Support services will be directed by the Client based on the scope and nature of the event. Baker Tilly's services include:
 - a) On-site support as needed;
 - b) Telephone support as needed;
 - c) E-mail support as needed;
 - d) Written communication as needed; and
 - e) Remote support via Internet as needed

B. Gateway Annual Report (if requested)

1. Client will provide Baker Tilly a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide Baker Tilly supporting documentation for Grants to include local project name, federal program title, federal agency, pass through agency, CFDA Number, award name, award number, grant type, local fund number, grant receipts, grant disbursements, amount provided to sub-recipients, amount of loans outstanding, amount of non-cash assistance for the year and amount of insurance in effect for the year.
3. Client will provide Baker Tilly with non-depreciable and depreciable capital asset additions and deletions for the reporting year. Baker Tilly will assist Client to compute depreciation expense and accumulated depreciation based on Client's capital asset policy.
4. Client will provide Baker Tilly with information on all outstanding leases including the lessor, description of the lease, annual lease payment, beginning date of lease and ending date of lease.
5. Client will provide Baker Tilly with information on financial assistance to non-governmental entities including the name, federal tax identification number, address, contact information, source of funding, amount of funding and type of entity.
6. Client will provide Baker Tilly with information necessary to complete the reporting requirements for Public Official Surety Bonds including position, type, name, amount of bond and term.
7. Client will complete the Risk Assessment questionnaire:
 - a) Assist Client to upload supporting documentation for the risk assessment questionnaire.
 - b) Assist with other parts as needed, but not in lieu of management control.
8. Data upload into Gateway:
 - a) Assist Client to download text files from the Client's accounting and reporting software in accordance with Gateway reporting requirements, as applicable.
 - b) Assist Client to upload text files into Gateway, as applicable.
 - c) Or; Assist Client to generate data totals for manual entry into Gateway, as applicable.
9. Assist Client to tie beginning balances to prior Gateway Annual Report.
10. Assist Client to tie receipts, disbursements and ending balances to current year financial information.
11. Assist Client to analyze transfers in equal transfers out.
12. Assist Client to compute receivables and payables as of December 31.
13. Assist Client to complete debt service reporting.
14. Assist Client to complete pension reporting.

C. Debt Management (if requested)

1. Client will provide Baker Tilly with a detailed trial balance and any supporting schedules required by Baker Tilly.
2. Assist Client to input basic debt information into Gateway to include debt name, type of debt, base CUSIP number, if applicable, and property tax cap exemption status.
3. Assist Client to input the authorizing Indiana Code cite for the debt.
4. Assist Client to input information on debt limitations to include issuer, current debt limit and current debt capacity, as applicable.
5. Assist Client to input applicable bond sale information which may include:
 - a) Date of preliminary determination.
 - b) Date of publication and newspapers.
 - c) Date of appropriation resolution.
 - d) Date of debt sale.
 - e) Date of debt closing.
6. Assist Client to disclose results of petition/remonstrance, if applicable.
7. Assist Client to disclose debt rating, if applicable.
8. Assist Client to disclose the security on the debt and source of repayment.
9. Assist Client to disclose the purpose and total project cost of the debt.
10. Assist Client to disclose the sources and uses of funding for the debt.
11. Assist Client to disclose the dates of bids, start of construction and estimated date of substantial completion, as applicable.
12. Provide an amortization schedule of the debt.

D. Financial Management Report

1. Analyze the historical financial information of the Utility.
2. Analysis of year-to-date revenues and expenditures in comparison with the Utility's revenues and expenditures budget, as necessary.
 - a) Identify unusual variations from the revenues and expenditures budget.
 - b) Provide explanation of adjustments as necessary.
3. Expenditure analysis of the transactions for the period to determine appropriateness and consistency of transaction posting.
 - a) Provide proposed adjusting transactions if necessary for the Client's approval.
 - b) Provide explanation of adjustments as necessary.
4. Analyze Utility fund balances for compliance with outstanding bond ordinances and other legal and local requirements.
 - a) Provide a schedule of suggested fund transfers and explanations as necessary.
 - b) Analyze fund balances for funds available for capital expenditures.

5. Assist the Utility to prepare an annual budget of estimated revenues and expenditures, as necessary.
6. Obtain information from Client officials, the Client's consulting engineers and/or other sources necessary to assist the Client in the development of a capital budget.
7. Provide evaluation of current rates.
8. Provide a report and attend meetings with the Client to discuss findings and recommendations.
9. Provide email and telephone support for the Client's staff regarding accounting and financial questions.

E. Comprehensive Financial Plan

Baker Tilly will develop a long-term financial plan for the Client working in concert with Client officials and staff. The financial planning model will incorporate assumptions regarding revenue and expenditure estimates, tax base changes, capital outlays, existing and estimated debt service, and estimated property tax and sales tax rates over the specified planning period. Features of the long-term financial planning model include:

- > A long-term financial planning model.
- > Details regarding assumptions utilized for both revenue and expenditure estimates.
- > Charts, graphs, and tables depicting historical trends and future estimates.
- > Summary of outstanding debt related to the financing of previous capital expenditures.

The long-term financial plan will be developed for a baseline scenario representing the most likely or expected conditions. Scenarios may also be developed representing favorable and unfavorable scenarios to capture a range of potential financial outcomes.

1. Information Gathering
 - a) Meet with the Client, as necessary, to seek input into the development of the long-term financial plan, to gain an understanding of long-term financial goals, services and service levels, and desired future state of Client finances.
 - b) Meet with the Client, as necessary, to discuss historical trends in revenues and expenditures and thoughts about potential future performance.
 - c) Gather historical financial data from the client.
2. Analyze historical financial, economic, and statistical data and trends for the funds included in the analysis.

Analyze historical financial performance and trends for the past three years:

- a) Revenues from all sources.
- b) Expenditures.
- c) Cash reserves.
- d) Fund balances.
- e) Outstanding debt.
- f) Capital improvements and funding sources.
- g) Tax base.
- h) Population.
- i) Capital Improvement Plan.

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3. Develop preliminary financial plan
 - a) Develop schedules of receipts, disbursements, and fund balances of all analyzed funds of the Client for the previous three years ended December 31 based upon reports and records of the Client, to identify trends in revenues, expenditures, and fund balances.
 - b) Create a baseline financial model of all analyzed operating funds of the Client for the current and next three calendar years ending. Analysis will include estimates of revenues on a major category basis and expenditures by function on a major category basis.
 - c) Recommend a level of minimum fund balances to be maintained.
 - d) Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures.
 - e) Identify potential shortfalls in revenues and provide suggestions, as available, to bridge funding gaps.
 - f) Analyze preliminary baseline financial model and additional scenarios (as applicable) with the Client. Based on that analysis, Baker Tilly may modify the baseline model and additional scenarios as appropriate.
4. Prepare Long-Term Financial Plan and Report
 - a) Baker Tilly will develop the long-term financial plan and report incorporating the financial model and scenarios, as applicable. The report will include the current year plus following three years.
 - b) Present the Long-Term Financial Plan Report to the Client.
5. Meetings

Attend meetings with the client as requested.

EXPECTATIONS

The Client will identify a member of their staff to serve as a contact person between Baker Tilly and the Client. This person will be responsible for assisting Baker Tilly in the gathering of accurate and timely information necessary to complete the project and arranging for and coordinating required meetings. Baker Tilly acknowledges some of this information may be available in our files and/or on the Client's website. At a minimum, the following information will be needed to complete the study:

- > Copies of the Client's most recent and prior two years' financial statements.
- > A trial balance or similar report generated from the Client's accounting system for the most recent year-ended and current year-to-date.
- > Copies of the Client's adopted budgets for the last two years, the current year, and the ensuing year, if available.
- > Capital Improvement Plan for the current year and for the following three years (if available).
- > Current fiscal policies.
- > Copies of existing Client debt schedules for any outstanding debt (i.e. bonds, equipment leases, lease-purchase agreements, etc.).
- > Information related to the anticipated growth in residential and commercial/industrial tax base during the planning period (if available).
- > Other relevant information.

DELIVERABLES

At the conclusion of this project, we will provide the Client with a Long-Term Financial Plan Report

F. Interactive Department Level Budget Process (if requested)

1. For client selected departments, develop an account level budget worksheet based-on historical trending and YTD spending.
2. Compare line-by-line draft budgets to historical trends to identify outliers.
3. Compare draft budgets to estimated revenues to identify cash flow impacts of proposed budgets to client selected departments.
4. Work with the Client toward budget goals (ex: balanced budget, zero based budget)
5. Provide suggestions, as available, to bridge funding gaps, reduce overstated budgets and improve the transparency of the annual budget process.

G. Budget Assistance

1. Meet with the Client to discuss the budget process and collect data for budget preparation.
2. Develop or analyze the budget calendar for consideration by the legislative body.
3. Compute state distributed revenues based on certifications, and other information provided by the Department of Local Government Finance (DLGF) and the Auditor of State.
4. Develop or analyze miscellaneous revenues based on historical information provided by the Client.
5. Develop or analyze the estimated maximum levy.
6. Develop or analyze the estimated tax rate and levy by fund.
7. Assist with the preparation of prescribed forms related to the annual budget.

8. Assist the Client with entering budget data into the Indiana Gateway program.
9. Monitor the completion of the required steps of the budget process with the Client.
10. Analyze the 1782 Budget Notice on behalf of the Client to ensure accuracy and completeness.
11. Provide periodic budget management assistance through telephone, remote and on-site support.

H. Property Tax Levy Appeals (if requested)

1. Assist the Client with determining its eligibility to apply for a property tax levy appeal with the DLGF.
2. Assist with the preparation of the State appeal application and supporting documentation for levy appeals.
3. Submit the levy appeal petition and application to the DLGF.
4. Monitor the completion of the required steps of the levy appeal process with the Client.

I. Annual Additional Appropriation Scrub (if requested)

1. Obtain year-to-date appropriation report as of September or October
2. Analyze historical trends, YTD spend and appropriations to create additional appropriation likelihood report
3. Provide efficiency roadmap for completing reclassification entries and/or additional appropriations.
4. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
5. Analyze estimated receipts and cash on hand to determine ability to fund requested appropriation.
6. Assist with State prescribed additional appropriation documents.
7. Assist the Client to monitor completion of the required steps of the additional appropriation process.

J. Additional Appropriations (if requested)

1. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
2. Analyze estimated receipts and cash on hand to determine ability to fund requested additional appropriation.
3. Assist with State prescribed additional appropriation documents.
4. Assist the Client to monitor completion of the required steps of the additional appropriation process.

K. Continuing Disclosure Services

Baker Tilly will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations (CDU) that the Client will execute upon settlement. Annually, the Firm will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, Baker Tilly shall do the following:

1. Preparation and filing of annual reporting

The Client will provide Baker Tilly with the executed CDU, including any master or supplemental CDUs.

Baker Tilly will:

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- a) Identify the Client's reporting obligations, assist, as needed, with any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
 - b) Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
 - c) Provide additional reporting to purchasers, as set forth in bond related agreements; and
 - d) If not filed at the time of the annual report, file the audit as set forth in the CDU.
2. Assistance filing reportable events on EMMA
- Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), Baker Tilly will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify Baker Tilly as soon as possible when they believe a reportable event has or may have occurred to enable Baker Tilly to file a timely notice on EMMA. It is the Client's sole responsibility to notify Baker Tilly of the potential occurrence of a Reportable Event.
3. Compliance Check
- a) At the time of issuance, Baker Tilly will prepare the Client's post issuance policies and procedures. If these policies and procedures are already in place, Baker Tilly will review with the Client.
 - b) At the time that Baker Tilly conducts services annually under item 1, Baker Tilly will update the compliance check.
 - c) If a deficiency is found and the bonds remain outstanding at the time of Baker Tilly's compliance check, Baker Tilly will prepare any necessary reporting or notices to meet the CDU obligations. Baker Tilly will provide the Client with documentation that the EMMA filing has occurred.
4. Other post issuance services (Upon Request)
- If requested, Baker Tilly will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, rating surveillance support, and debt management.

Client agrees to provide Baker Tilly with the audit and accurate information with respect to the annual report in a timely manner and to fully disclose to Baker Tilly any Reportable Events as they occur.

L. Capital Assets

Baker Tilly will assist the Client to assemble existing data into a reportable format, update the Client's capital asset policy and work with the Client to update capital asset lists and accumulated depreciation by utilizing department verifications, and other corroborating data (such as client records, information provided by the consulting engineer, insurance data, GIS data, and other readily available source information). The anticipated result is a ledger in accordance with accounting and reporting standards set forth by the Indiana State Board of Accounts. Baker Tilly is also available to assist the Client to load data into the Client's computerized capital asset system.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be Four Thousand Three Hundred Dollars (\$4,300) per month and Two Hundred Five hours (205) allowed per year.

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

**Engagement Letter dated: July 15, 2024
Between Town of Bristol, Indiana, and
Baker Tilly Advisory Group, LP**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

**TOWN OF BRISTOL, INDIANA
 AMENDED SALARY ORDINANCE 12-19-2024-29
 SALARY ORDINANCE NO. 12-07-2023 - 30**

WHEREAS the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2024; and

WHEREAS the Town of Bristol Town Council has reviewed the financial condition of the Town for purposes of arriving at proposed total compensation to include salaries and benefits that are fiscally responsible, and which are fair, just, and equitable to its employees.

NOW THEREFORE BE IT ORDAINED by the Town of Bristol Town Council, that the total compensation for its elected officials and employees for January 1, 2024, through December 31, 2024, or from the date amended through December 31, 2024, shall be as follows:

2024 BASE PAY RATE SCHEDULE

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June and December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June and December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$2,856.27 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,634.62 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$30.00 per hour	100% General Fund
Utility Clerk [DT]	Nonexempt Full-Time	\$18.00 per hour	100% Water Fund
Town Marshal [SP]	Exempt Full-Time	\$3,538.46 biweekly	100% Police Fund
Sergeant [AD]	Nonexempt Full-Time	\$41.83per hour	100% Police Fund
Chief Deputy [DL]	Nonexempt Full-Time	\$43.27per hour	100% Police Fund
Detective [NR]	Nonexempt Full-Time	\$38.46 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$40.87per hour	100% Police Fund
Deputy Police Officer [JL]	Nonexempt Full-Time	\$33.17per hour	100% Police Fund

**TOWN OF BRISTOL, INDIANA
 AMENDED SALARY ORDINANCE 12-19-2024-29
 SALARY ORDINANCE NO. 12-07-2023 - 30**

Deputy Police Officer [CP]	Nonexempt Full-Time	\$29.81 per hour	100% Police Fund
Deputy Police Officer [VA]	Nonexempt Full-Time	\$29.81 per hour	100% Police Fund
Deputy Police Officer [CS]public	Nonexempt Full-Time	\$31.73 per hour	100% Public Safety Fund
Deputy Police Officer [GS]	Nonexempt Full-Time	\$37.50 per hour	100% Public Safety Fund
Deputy Police Officer [JD]	Nonexempt Full-Time	\$29.81 per hour	100% Public Safety Fund
Ordinance Officer [RC]	Nonexempt Part-Time	\$24.04 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$24.04per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	\$32.05 per hour	100% General Fund
Street Superintendent – 2 [EF]	Nonexempt Full-Time	\$30.00 per hour	100% General Fund
Street Department Employee – 3 [JR]	Nonexempt Full-Time	\$26.52 per hour	100% General Fund
Utility Superintendent [TM]	Nonexempt Full -Time	\$37.08 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Full-Time	\$28.25 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Nonexempt Full-Time	\$32.45 per hour	100% Water fund
Utility Employee – 5 [DD]	Nonexempt Full-Time	\$30.00 per hour	50% Water and 50% Wastewater Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
2 Seasonal Employee(s) Various departments	Nonexempt Part-Time	\$18.00 per hour \$21.00 per hour	25% MVH Fund 75% Cemetery
Summer Park Program Director	Nonexempt Seasonal	\$17.00 per hour	100% Park Fund
Summer Program Assistant	Nonexempt Seasonal	\$15.00 per hour	100% Park Fund

GUIDELINES FOR THE PAYMENT OF BASE RATES

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2024 with the first biweekly pay date of January 12, 2024, based on the pay period designated as Sunday, December 24, 2023, through Saturday, January 06, 2024.

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 12-19-2024-29
SALARY ORDINANCE NO. 12-07-2023 - 30**

The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2024.

Exempt (EX) employees are paid to “get the job done” and their pay does not vary from week to week. Nonexempt (NE) employees are paid by the hour for all hours worked during each workweek.

The Town Council President and the Town Council members will be paid on May 31, 2024, and on November 29, 2024, for the pay rates as listed in the 2024 Base Pay Rate Schedule above. Park Board members are paid on November 29, 2024, for the amount listed in the 2024 Base Pay Rate Schedule above.

Work Schedules/Hours/Breaks

The Town of Bristol will establish the standard workday, workweek, and starting and ending times for each department, considering current and anticipated workloads, public service needs, and other factors. Each department is responsible for communicating these work parameters to their employees. No established schedule will be construed as a guarantee of work hours or as a restriction of the Town of Bristol's right to restructure the workday or workweek.

Street Department employees will work from 7:00 a.m. until 3:00 p.m. Monday through Friday with two 15-minute paid breaks.

Water and Wastewater Department employees will work four 10-hour days per week. Either Monday through Thursday or Tuesday through Friday. Work hours are 6:30 am to 4:30 pm with two 15-minute paid breaks. An optional schedule is four 10-hour workdays with work hours of 6:30 am to 5:00 pm, with two 15-minute breaks and a 30-minute lunch break. Each employee is required to work a minimum of 1 weekend per month to perform IDEM-mandated testing. The weekend shift will be aligned with on-call duty schedules. c

Police Department employees are assigned to one of the following seven shifts:

- Shift A 6:00 a.m. – 2:00 p.m.
- Shift B 8:00 a.m. – 4:00 p.m.
- Shift C 10:00 a.m. – 6:00 p.m.
- Shift D 2:00 p.m. – 10:00 p.m.
- Shift E 4:00 p.m. – 12:00 a.m.
- Shift F 6:00 p.m. – 2:00 a.m.
- Shift M 10:00 p.m. – 6:00 a.m.

Police officers may be assigned to a non-routine shift beyond the shifts listed above.

The Town Manager, Assistant Town Manager, Clerk-Treasurer, Deputy Clerk, and Park Coordinator work from 8:00 a.m. until 4:00 p.m. Monday through Friday with two 15-minute paid breaks.

At the discretion of the Town of Bristol, nonexempt employees may be authorized to take break periods during each shift. Such breaks may not interfere with the proper performance of the employee's work responsibilities and may be set by Supervisors, or the Department Head.

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 12-19-2024-29
SALARY ORDINANCE NO. 12-07-2023 - 30**

Base wages are set by this salary ordinance for 2024 and any changes will require approval from the Town Council.

Employees of the Town of Bristol must meet the following guidelines in order to receive the base rates listed above per each department's guidelines.

PAY CONSIDERATIONS

Civilian Employees

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 12-19-2024-29
SALARY ORDINANCE NO. 12-07-2023 - 30**

All full-time civilian employees may be scheduled to work 40-hours per work week based upon 2,080 hours per calendar year. Five 8-hour days or four 10-hour days depending upon the department's established work schedule.

All seasonal and/or part-time civilian employees may be scheduled to work less than the normal 40-hour workweek, or eight-hour shifts. However, there is no set schedule for these employees.

The Town Manager, or the Clerk-Treasurer, will determine the pay rate for their direct report employees who are hired mid-year for a position listed in the chart above, with the approval from the Town Council.

Police Department Employees

Full-time Police Department employees may be scheduled to work 40 hours in a seven-day work period.

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2024, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

**Overtime/Compensatory Time/Flextime
Civilian Employees**

Overtime compensation will be paid to nonexempt employees at time and one-half of the employee's hourly pay rate for all hours worked over 40 in a standard workweek and in accordance with the Fair Labor Standards Act (FLSA). An employee's time off while using vacation, personal leave time, holidays, bereavement leave, jury or witness duty leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Overtime is generally discouraged and must be approved by an employee's Supervisor in advance, except in an unusual or emergency situation.

The Town of Bristol may allow compensatory time in lieu of overtime pay for nonexempt employees. Compensatory time is earned at the rate of one and one-half times the actual time worked. For example, a nonexempt employee who works one hour of overtime will receive one and one-half hours of compensatory time. Compensatory time may be accrued to a maximum of 40-hours and employees should use banked time as soon as possible after it has been earned. Upon termination of employment, the nonexempt employee is entitled to receive payment for earned and unused compensatory time at the regular hourly wage rate in effect at the date of termination, or the average of the past three-years, whichever is greater.

It may be possible for employees in certain situations, with the permission of their Supervisor, to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform its duties and responsibilities. The establishment of a flexible schedule may not result in the need to hire other employees or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight-hours in a day but must not exceed 40-hours in a workweek.

Police Department Employees

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 12-19-2024-29
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Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

use of a seven-day work period for the purposes of determining compensation for overtime hours worked. Based upon the foregoing, the wage rates for full-time employees of the Police Department as set forth in the Town of Bristol’s annual salary ordinance constitutes straight-time compensation for all regularly scheduled hours of employment during each work period. All full-time Police Department employees will be paid straight time compensation for up to 40-hours in the seven-day work period. Overtime pay will be earned for all hours worked in excess of 40 hours during a seven-day work period. Overtime earned during a work period will be paid in the first regularly scheduled paycheck (the first paycheck after the seven-day work period) issued subsequent to the work period in which the extra compensation was earned.

“Call-In” Pay – Civilian and Police Department Employees

Nonexempt civilian employees who are called-in to work during nonworking hours will be paid a minimum of one-hour at their normal rate of pay for all hours worked and the hours worked will be used in the calculation of overtime for all hours worked over 40 in a workweek payable from the appropriate departmental budget.

Nonexempt civilian employees who are called-in to work during an approved scheduled vacation or personal leave time will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked. The hours worked will be paid from the appropriate departmental budget.

Nonexempt employees who are called-in to work during a holiday will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked in addition to their holiday pay, payable from the appropriate departmental budget.

Nonexempt employees in the Police Department who provide supervisory consultation will be paid in blocks of 15-minutes which will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget. Nonexempt employees in the Police Department who are “called-in” to work will be paid a minimum of one-hour. If they work beyond one hour, the amount of time will be rounded up in 15-minute increments and will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget.

ADDITIONAL PAY CONSIDERATIONS

Hiring Bonuses

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts. Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

Training and Professional Development

On-the-job training (OTJ) prepares employees to perform the responsibilities required of his or her position. The Clerk-Treasurer and regular full-time and part-time employees may obtain training or education leave without loss of pay for the purpose of participating in training that will

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 12-19-2024-29
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increase the knowledge and efficiency in their jobs. Employees may be paid straight-time pay for eight-hours per day while attending seminars, conferences, or training classes. Time spent in training and professional development will be considered hours worked. Employees may utilize flex-time, or be compensated with overtime or compensatory time for any hours over 40 in a training workweek. Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

Certifications

Full-time employees in the Water and Wastewater Departments will receive pay for certifications that are required for the duties of their jobs. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the Water and Wastewater budgets.

Clothing Allowances

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2024: one distribution in June of 2024 and one distribution in December of 2024 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

- Chaplain Officer = Up to \$400.00 per distribution
- Reserve Officer = Up to \$500.00 per distribution
- Probationary Reserve Officer = Up to \$500.00 per distribution after completion of required training. If required training is completed between distributions, the clothing allowance shall be prorated.

All clothing allowances will be taxed according to IRS rules and included on the employee's W-2.

Tenure Incentive Pay (TIP)

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date,

they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2024 Base Pay Rate Schedule above.

Police officers should refer to Appendix #1 - TIP Full-Time Sworn Law Enforcement Compensation Matrix at the end of the Salary Ordinance for information on Tenure Incentive Pay.

Emergency Closings

Non-critical service employees are expected to report for their regular work unless the County Emergency Management issues a media broadcast statement requiring that citizens are to remain off Town streets, or their Department Head contacts them prior to the start of the workday with alternate instructions. When the decision to close is made prior to the workday, or when the decision to close is made after the workday has begun, time off from scheduled work will be paid.

**TOWN OF BRISTOL, INDIANA
 AMENDED SALARY ORDINANCE 12-19-2024-29
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Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular Regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

Refer to the Town of Bristol Employee Handbook for additional information regarding emergency closings.

BENEFITS SCHEDULE

Health Insurance

Medical, dental, and vision benefits are offered to the Clerk-Treasurer and eligible employees on the first day of the month following thirty-days of employment. Eligible employees include:

- Regular full-time employees

The Town of Bristol contributes 90% of the medical insurance age-based premium from the General Fund on behalf of the employee and their dependents and the employee is required to contribute 10% of the medical insurance age-based premium through payroll deduction as follows

**Physicians
 Health Plan
 2024**

Age	Premium Rates	Age	Premium Rates	Age	Premium Rates
0	\$408.75	23	\$534.32	46	\$801.48
1	\$408.75	24	\$534.32	47	\$835.14
2	\$408.75	25	\$536.46	48	\$873.61
3	\$408.75	26	\$547.14	49	\$911.55
4	\$408.75	27	\$559.97	50	\$954.30
5	\$408.75	28	\$580.81	51	\$996.51
6	\$408.75	29	\$597.90	52	\$1,042.99
7	\$408.75	30	\$606.45	53	\$1,090.01
8	\$408.75	31	\$619.28	54	\$1,140.77
9	\$408.75	32	\$632.10	55	\$1,191.53
10	\$408.75	33	\$640.12	56	\$1,246.57
11	\$408.75	34	\$648.66	57	\$1,302.14
12	\$408.75	35	\$652.94	58	\$1,361.45
13	\$408.75	36	\$657.21	59	\$1,390.83
14	\$408.75	37	\$661.49	60	\$1,450.14
15	\$445.09	38	\$665.76	61	\$1,501.44
16	\$458.98	39	\$674.31	62	\$1,535.10
17	\$472.87	40	\$682.86	63	\$1,577.31
18	\$487.83	41	\$695.68	64	\$1,602.96
19	\$502.80	42	\$707.97	65+	\$1,602.96
20	\$518.29	43	\$725.07		
21	\$534.32	44	\$746.45		
22	\$534.32	45	\$771.56		

TOWN OF BRISTOL, INDIANA
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The Town of Bristol contributes 100% for both the dental and vision insurance premiums from the General Fund on behalf of eligible employees and their dependents, as follows:

Dental Resources	Monthly Employer Contribution
Employee Only	\$37.08
Employee plus One	\$75.96
Employee plus Children	
Employee plus Family	\$133.71

VSP Vision Care	Monthly Employer Contribution
Employee Only	\$8.18
Employee plus One	\$13.78
Employee plus Children	\$14.07
Employee plus Family	\$22.68

The renewal dates for medical and dental insurance are on January 1, 2024. The renewal date for vision insurance is on March 1, 2024, and there may or may not be an increase in the premium totals after this date.

Refer to each Summary of Benefits and Coverage (SBC) document for additional information on medical, dental, and vision benefits offered by the Town of Bristol.

MetLife and AD&D Insurance

The Town of Bristol offers all eligible employees upon their date of hire participation in the MetLife and AD&D insurance benefits. Eligible employees include:

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

Short-Term Disability Insurance

The Town of Bristol provides a short-term disability insurance plan through MetLife at no cost to the employees. Eligible employees include:

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$438.04 per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Employees may be eligible for short-term disability insurance on the first day of the month following 30-days of employment. Employer Paid Short Term - Elimination Period (Accident) – 0 days &

TOWN OF BRISTOL, INDIANA
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Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60 percent of the eligible employee’s pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee’s costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee’s budget lines as stated in the 2024 Base Pay Rate Schedule.

Refer to the Town of Bristol Employee Handbook for additional information on short-term disability insurance offered by the Town of Bristol.

Long-Term Disability Insurance

The Town of Bristol provides a long-term disability insurance plan through United Healthcare at no cost to the employees. Eligible employees include:

- Regular full-time employees

The Town of Bristol pays 100% of the employees’ salary-based premiums totaling \$312.83 per month from the General, Water, and Sewer Fund. The renewal date for long-term disability insurance is January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Long-term disability insurance becomes effective at the point that the short-term disability leave is exhausted and may continue until the employee reaches the Social Security National Retirement Age.

Vacation, personal leave time, holiday pay, etc., will stop accruing during the time that the employee is out on long-term disability leave. Participation in the Town of Bristol’s insurance benefit plans may be continued as determined by the appropriate carrier depending upon their ability to transfer each plan to an individual, non-Town sponsored benefit.

Refer to the Summary Plan Description (SPD) document for additional information on long-term disability insurance offered by the Town of Bristol.

NationWide - Civilian and Police Department Sworn Officers

Civilian

NationWide 457 and 401(a) plans offer eligible employees of the Town of Bristol a voluntary way to save for their retirement through tax-deferred contributions to their own individual accounts. Eligible employees include:

- Regular full-time employees
- Regular part-time employees

Eligible employees may participate in the 457(b)-retirement savings plan or a Roth IRA plan from their first day of employment.

Upon hire and during an employee’s first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited

TOWN OF BRISTOL, INDIANA
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into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$2,000.00 to the full-time employee's 401(a) account and \$1,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$2,000 to the full-time employee's 401(a) account and \$1,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

PoliceDepartment–SwornOfficer

Upon hire and during an employee's first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$3,000.00 to the full-time employee's 401(a) account and \$2,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$3,000 to the full-time employee's 401(a) account and \$2,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

The Clerk-Treasurer has been appointed as the administrator of the Plan and is authorized to make deductions from the pay of employees who voluntarily participate, and to make such other arrangements as are necessary to implement the plan. The Town of Bristol bears the incidental expense of collecting the employees' deferrals and other minor administrative expenses.

Refer to the Summary Plan Description (SPD) document for additional information on retirement savings benefits offered by the Town of Bristol.

Vacation Benefits

Vacation benefits with pay are available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Elected officials are exempt from vacation benefits. Employees in the following employment classification(s) are eligible to earn and use vacation benefits as described in this policy:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

The amount of vacation benefits that employees receive each year increases with the length of their employment as shown in the following schedule:

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Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 st after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 st through the fourth January 1 st	Ten-days (80-hours)	Five-days (40-hours)
On January 1 st of years five through nine	15-days (120-hours)	Seven and one-half days
On January 1 st in year ten and thereafter	20-days (160-hours)	Ten- (80-

Nonexempt employees may use vacation benefits in minimum increments of 15-minutes. Exempt employees may use vacation benefits in minimum increments of four-hours. Vacation benefits are credited for all years of continuous service for eligible employees who are on an active pay status. Vacation benefits are not earned while an employee is in a non-paid status, e.g. leave under the Family and Medical Leave Act (FMLA).

In the event that available vacation is not used by the end of the calendar year, the unused time will be forfeited. In certain situations, the Town Council may approve an extension of up to 40-hours of vacation benefits to be carried over into the next year to be used within the first 30-days of that year. Newly hired employees may carry over up to 40-hours of vacation benefits into the next year, but it must be used within the first 30-days of that year.

Upon voluntary termination of employment, employees will be paid for unused vacation benefits that have been earned through the last day of work. Upon involuntary termination of employment, employees will not be paid for unused vacation benefits that have been earned through the last day of work.

Vacation benefits are paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. Vacation benefits are not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on vacation benefits.

Personal Leave Time (PLT) Benefits

The Town of Bristol provides personal leave time (PLT) to all eligible employees for periods of temporary absence due to illnesses, injuries, or to take care of personal matters. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive five (5) PLT days on January

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1st of each year. Employees will not receive PLT if they are on an unpaid leave, or on a disability leave.

PLT may be used in one-half day increments. In the event that available PLT is not used by the end of the calendar year, it may be carried over to be used by the end of the following calendar year, or it will be paid out. Upon termination of employment, employees will not be paid for unused PLT that has been earned through the last day of work.

PLT is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. PLT is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on personal leave time (PLT) benefits.

Holidays

The Town of Bristol may grant paid holidays to all eligible employees. Eligible employee classification(s) include:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Paid holidays in 2024 include the following:

Holiday	Date
New Year's Day	1/1/2024
Martin Luther King Jr. Day	01/15/2024
Presidents Day	02/19/2024
Memorial Day	5/27/2024
Independence Day	7/4/2024
Labor Day	9/2/2024
Columbus Day	10/14/2024
Veterans Day	11/11/2024
Thanksgiving Day	11/28/2024
Day after Thanksgiving	11/29/2024
Christmas Eve Day Observed on	12/24/2024
Christmas Day	12/25/2024
New Year's Eve Day Observed on	12/31/2024
New Year's Day	01/01/2025

Newly hired employees are eligible to receive holiday pay as soon as their employment begins.

The holiday schedule is determined by the Town Council. However, the holiday schedule may be amended by a Department Head, with written notice distributed to all departments within the municipality. If the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

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If a recognized holiday falls during an eligible employee's approved paid absence such as vacation, personal leave time, or holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. An employee absents without authorization on the workday preceding or following a holiday will not receive holiday pay. An employee scheduled to return from an unpaid leave on the day after a holiday, or whose leave without pay is approved through the end of the last business day preceding a holiday will not be paid for the holiday.

If eligible civilian full-time nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at a rate of time and one-half for the hours worked on the holiday. Police officers will receive straight-time pay for all hours worked on the holiday and will receive

compensatory time at a rate of time and one-half the police officer's regular rate of pay for all hours work on that day, in lieu of holiday pay.

Paid time off for holidays is paid at the employee's base pay rate at the time of the day off. A holiday is considered an eight-hour day for civilian full-time employees and a four-hour day for civilian part-time employees. Paid time off for holidays is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on holidays.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately. Employees in the following categories are eligible for bereavement leave:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Up to five consecutive days of paid bereavement leave may be provided to eligible employees in the event of the death of a spouse, child, parent or parent-in-law, sibling, grandparent or other resident of the employee's household. In the event of the death of a family member not listed above, an employee may use vacation or personal leave time to cover the absence. In extenuating circumstances, a Department Head may approve an extended bereavement leave.

Bereavement leave is paid at the employee's base pay rate at the time of the day off. One day of bereavement leave is considered an eight-hour day for full-time employees and a four-hour day for part-time employees. Paid time off for bereavement leave is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on bereavement leave.

Jury Duty

Employees may request up to one-week of paid jury duty leave each time they receive a jury duty summons. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees
- Temporary/seasonal employees

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Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee shall turn in any compensation received for the jury duty, or employees may request vacation, or personal leave time and retain any compensation earned for jury duty.

Jury duty is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day and is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on jury duty.

Witness Duty

If a civilian employee has been subpoenaed or otherwise requested to testify as witnesses by the Town of Bristol, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the Town of Bristol will be paid his or her normal rate of pay for the time expended. Police officers who have been subpoenaed will receive paid time for the entire period of witness duty plus one hour of preparation time.

Employees will be granted time off to appear as a witness when requested by a party in a court of law when subpoenaed to do so other than by the Town of Bristol. Employees may utilize any available vacation, personal leave time, or compensatory time to receive compensation for the period of the absence, however, are not required to do so.

Refer to the Town of Bristol Employee Handbook for additional information on witness duty.

Time Off to Vote

Generally, employees can find time to vote either before or after their regular work schedule. If nonexempt employees are unable to vote in an election during their nonworking hours, the Town of Bristol may grant unpaid time off to vote.

Refer to the Town of Bristol Employee Handbook for additional information on time off to vote.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees will continue to receive full pay while on leave for 15-day training assignments and shorter absences. The portion of any military leaves of absence in excess of 15-days will be unpaid. However, employees may use any available vacation, or personal leave time for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, personal leave time, or holidays, etc., will be suspended during the leave after the first 30-days and will resume upon the employee's return to active employment.

Refer to the Town of Bristol Employee Handbook for additional information on military leave.

Business Travel Expense Policy

The Town of Bristol may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in

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advance by the Town Marshal, the Clerk-Treasurer, or the Town Manager. Civilian employees whose travel plans have been approved are responsible for making their own travel arrangements. Arrangements for police officers will be made by the Police Department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to

accomplishing business travel objectives may be reimbursed by the Town of Bristol. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi, Uber, or Lyft fares, only when there is no less expensive alternative.
- Mileage costs for use of personal vehicles, only when less expensive transportation is not available, and payable at the current IRS rate cents per mile, provided the employee demonstrates proof that he or she carries motor vehicle liability insurance as required by law. No mileage reimbursement will be made for travel between an employee’s home and their workplace.
- Parking costs and highway-related tolls when an employee is entitled to claim reimbursement for mileage (see above).
- Cost of standard accommodations in low to mid-priced hotels, or similar lodgings, to include room costs, associated local taxes, and necessary business-related charges.
- Reimbursement for meals at a rate of \$45.00 per diem per day.
- The Town of Bristol will not reimburse employees for the purchase of alcoholic beverages under any circumstance.
- Tips not exceeding 15% of the total cost of a meal or 10% of a ground transportation fare.
- Charges for telephone calls, fax, and similar services required for business purposes.

Personal expenses incurred in traveling are not reimbursable, including but not limited to: room service, personal telephone calls, laundry, entertainment, in-room movies, and alcoholic beverages.

Per diem rates paid in advance or by reimbursement on a claim form must document the name of the employee, the date(s) for reimbursement, and additional details, as required.

When travel is completed, employees should submit completed travel expense reports to include itemized receipts or other proper documentation, approved by his or her Department Head of the actual expenses incurred to the Clerk-Treasurer. Employees should contact their Department Head for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. The Town Council in its absolute and sole discretion shall make the final determination as to whether any such claim(s) will be paid.

Refer to the Town of Bristol Employee Handbook for additional information on business and travel expenses.

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Section 8, Item a.

PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this
____ day of November, 2024

YAY

NAY

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Doug DeSmith	
	Raymond D Rentfrow	

ATTEST: _____
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

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Appendix #1 - Tenure Incentive Pay (TIP)
Full-Time Sworn Law Enforcement Compensation Matrix

Table with 14 columns (Year(s) of service 1-13) and 23 rows (1 Point to 23 Points) showing salary values.

Table with 13 columns (Year(s) of service 14-25+) and 23 rows (1 Point to 23 Points) showing salary values.

Summary table for Rank, Education, and Specialized Training with corresponding points earned for Patrolman, Corporal, Sergeant, Detective, Chief Deputy, and Marshal.

**TOWN OF BRISTOL, INDIANA
SALARY ORDINANCE NO. 12-19-2024-28**

WHEREAS the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2025; and

WHEREAS the Town of Bristol Town Council has reviewed the financial condition of the Town for purposes of arriving at proposed total compensation to include salaries and benefits that are fiscally responsible, and which are fair, just, and equitable to its employees.

NOW THEREFORE BE IT ORDAINED by the Town of Bristol Town Council, that the total compensation for its elected officials and employees **for January 1, 2025, through December 31, 2025, or from the date amended through December 31, 2025, shall be as follows:**

2025 BASE PAY RATE SCHEDULE

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June and December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June and December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$2,947.67 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,718.93 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$31.50 per hour	100% General Fund
Utility Clerk [DT]	Nonexempt Full-Time	18.58 per hour	100% Water Fund
Town Marshal [SP]	Exempt Full-Time	\$3,651.69 biweekly	100% Police Fund
Sergeant [AD]	Nonexempt Full-Time	\$43.17per hour	100% Police Fund
Chief Deputy [DL]	Nonexempt Full-Time	\$44.65per hour	100% Police Fund
Detective [NR]	Nonexempt Full-Time	\$39.69 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$42.18per hour	100% Police Fund
Deputy Police Officer [JL]	Nonexempt Full-Time	\$34.23per hour	100% Police Fund

**TOWN OF BRISTOL, INDIANA
SALARY ORDINANCE NO. 12-19-2024-28**

Section 8, Item c.

Deputy Police Officer [CP]	Nonexempt Full-Time	\$30.76 per hour	100% Police Fund
Deputy Police Officer [VA]	Nonexempt Full-Time	\$30.76 per hour	100% Police Fund
Deputy Police Officer [CS]	Nonexempt Full-Time	\$32.75 per hour	100% Public Safety Fund
Deputy Police Officer [GS]	Nonexempt Full-Time	\$38.70 per hour	100% Public Safety Fund
Deputy Police Officer [JD]	Nonexempt Full-Time	\$29.81 per hour	100% Public Safety Fund
Ordinance Officer [RC]	Nonexempt Part-Time	\$24.04 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$24.81 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	32.68 per hour	100% General Fund
Street Superintendent – 2 [EF]	Nonexempt Full-Time	31.50 per hour	100% General Fund
Street Department Employee – 3	Nonexempt Full-Time	\$ 26.50 per hour	100% General Fund
Utility Superintendent [TM]	Nonexempt Full-Time	\$ 38.27 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Full-Time	\$ 29.25 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Nonexempt Full-Time	\$33.58 per hour	100% Water fund
Utility Employee – 5 [DD]	Nonexempt Full-Time	\$ 31.50 per hour	50% Water and 50% Wastewater Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
2 Seasonal Employee(s) Various departments	Nonexempt Part-Time	\$18.00 per hour \$21.00 per hour	25% MVH Fund 75% Cemetery

**TOWN OF BRISTOL, INDIANA
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GUIDELINES FOR THE PAYMENT OF BASE RATES

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2025 with the first biweekly pay date of January 10, 2025, based on the pay period designated as Sunday, December 24, 2024, through Saturday, January 04, 2025. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2025.

Exempt (EX) employees are paid to “get the job done” and their pay does not vary from week to week. Nonexempt (NE) employees are paid by the hour for all hours worked during each workweek.

The Town Council President and the Town Council members will be paid on May 30, 2025, and on November 29, 2025, for the pay rates as listed in the 2025 Base Pay Rate Schedule above. Park Board members are paid on November 28, 2025, for the amount listed in the 2025 Base Pay Rate Schedule above.

Work Schedules/Hours/Breaks

The Town of Bristol will establish the standard workday, workweek, and starting and ending times for each department, considering current and anticipated workloads, public service needs, and other factors. Each department is responsible for communicating these work parameters to their employees. No established schedule will be construed as a guarantee of work hours or as a restriction of the Town of Bristol’s right to restructure the workday or workweek.

Street Department employees will work from 7:00 a.m. until 3:00 p.m. Monday through Friday with two 15-minute paid breaks.

Water and Wastewater Department employees will work four 10-hour days per week. Either Monday through Thursday or Tuesday through Friday. Work hours are 6:30 am to 4:30 pm with two 15-minute paid breaks. An optional schedule is four 10-hour workdays with work hours of 6:30 am to 5:00 pm, with two 15-minute breaks and a 30-minute lunch break. Each employee is required to work a minimum of 1 weekend per month to perform IDEM-mandated testing. The weekend shift will be aligned with on-call duty schedules.

Police Department employees are assigned to one of the following seven shifts:

- Shift A 6:00 a.m. – 2:00 p.m.
- Shift B 8:00 a.m. – 4:00 p.m.
- Shift C 10:00 a.m. – 6:00 p.m.
- Shift D 2:00 p.m. – 10:00 p.m.
- Shift E 4:00 p.m. – 12:00 a.m.
- Shift F 6:00 p.m. – 2:00 a.m.
- Shift M 10:00 p.m. – 6:00 a.m.

Police officers may be assigned to a non-routine shift beyond the shifts listed above.

The Town Manager, Assistant Town Manager, Clerk-Treasurer, Deputy Clerk, and Park Coordinator work from 8:00 a.m. until 4:00 p.m. Monday through Friday with two 15-minute paid breaks.

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At the discretion of the Town of Bristol, nonexempt employees may be authorized to take break periods during each shift. Such breaks may not interfere with the proper performance of the employee's work responsibilities and may be set by Supervisors, or the Department Head.

Base wages are set by this salary ordinance for 2025, and any changes will require approval from the Town Council.

Employees of the Town of Bristol must meet the following guidelines in order to receive the base rates listed above per each department's guidelines.

Civilian Employees

PAY CONSIDERATION

All full-time civilian employees may be scheduled to work 40-hours per work week based upon 2,080 hours per calendar year. Five 8-hour days or four 10-hour days depending upon the department's established work schedule.

All seasonal and/or part-time civilian employees may be scheduled to work less than the normal 40-hour workweek, or eight-hour shifts. However, there is no set schedule for these employees.

The Town Manager, or the Clerk-Treasurer, will determine the pay rate for their direct report employees who are hired mid-year for a position listed in the chart above, with the approval from the Town Council.

Police Department Employees

Full-time Police Department employees may be scheduled to work 40 hours in a seven-day work period.

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2025, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

**Overtime/Compensatory Time/Flextime
Civilian Employees**

Overtime compensation will be paid to nonexempt employees at time and one-half of the employee's hourly pay rate for all hours worked over 40 in a standard workweek and in accordance with the Fair Labor Standards Act (FLSA). An employee's time off while using vacation, personal leave time, holidays, bereavement leave, jury or witness duty leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Overtime is generally discouraged and must be approved by an employee's Supervisor in advance, except in an unusual or emergency situation.

The Town of Bristol may allow compensatory time in lieu of overtime pay for nonexempt employees. Compensatory time is earned at the rate of one and one-half times the actual time worked. For example, a nonexempt employee who works one hour of overtime will receive one and one-half hours of compensatory time. Compensatory time may be accrued to a maximum of 40-hours and employees should use banked time as soon as possible after it has been earned. Upon termination of employment, the nonexempt employee is entitled to receive

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payment for earned and unused compensatory time at the regular hourly wage rate in effect at the date of termination, or the average of the past three-years, whichever is greater.

It may be possible for employees in certain situations, with the permission of their supervisor, to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform its duties and responsibilities. The establishment of a flexible schedule may not result in the need to hire other employees or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight hours in a day but must not exceed 40-hours in a workweek.

Police Department Employees

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the use of a seven-day work period for the purposes of determining compensation for overtime hours worked. Based upon the foregoing, the wage rates for full-time employees of the Police Department as set forth in the Town of Bristol's annual salary ordinance constitutes straight-time compensation for all regularly scheduled hours of employment during each work period. All full-time Police Department employees will be paid straight time compensation for up to 40-hours in the seven-day work period. Overtime pay will be earned for all hours worked in excess of 40 hours during a seven-day work period. Overtime earned during a work period will be paid in the first regularly scheduled paycheck (the first paycheck after the seven-day work period) issued subsequent to the work period in which the extra compensation was earned.

"Call-In" Pay – Civilian and Police Department Employees

Nonexempt civilian employees who are called-in to work during nonworking hours will be paid a minimum of one-hour at their normal rate of pay for all hours worked and the hours worked will be used in the calculation of overtime for all hours worked over 40 in a workweek payable from the appropriate departmental budget.

Nonexempt civilian employees who are called-in to work during an approved scheduled vacation or personal leave time will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked. The hours worked will be paid from the appropriate departmental budget.

Nonexempt employees who are called-in to work during a holiday will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked in addition to their holiday pay, payable from the appropriate departmental budget.

Nonexempt employees in the Police Department who provide supervisory consultation will be paid in blocks of 15-minutes which will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget. Nonexempt employees in the Police Department who are "called-in" to work will be paid a minimum of one-hour. If they work beyond one hour, the amount of time will be rounded up in 15-minute increments and will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget.

ADDITIONAL PAY CONSIDERATIONS

Hiring Bonuses

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts. Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

Training and Professional Development

On-the-job training (OTJ) prepares employees to perform the responsibilities required of his or her position. The Clerk-Treasurer and regular full-time and part-time employees may obtain training or education leave without loss of pay for the purpose of participating in training that will increase the knowledge and efficiency in their jobs. Employees may be paid straight-time pay for eight-hours per day while attending seminars, conferences, or training classes. Time spent in training and professional development will be considered hours worked. Employees may utilize flex-time, or be compensated with overtime or compensatory time for any hours over 40 in a training workweek. Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

Certifications

Full-time employees in the Water and Wastewater Departments will receive pay for certifications that are required for the duties of their jobs. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the Water and Wastewater budgets.

Clothing Allowances

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2025: one distribution in June of 2025 and one distribution in December of 2025 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

- Chaplain Officer = Up to \$400.00 per distribution
- Reserve Officer = Up to \$500.00 per distribution
- Probationary Reserve Officer = Up to \$500.00 per distribution after completion of required training. If required training is completed between distributions, the clothing allowance shall be prorated.

All clothing allowances will be taxed according to IRS rules and included on the employee's W-2.

Tenure Incentive Pay (TIP)

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines

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at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date,

they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2025 Base Pay Rate Schedule above.

Police officers should refer to Appendix #1 - TIP Full-Time Sworn Law Enforcement Compensation Matrix at the end of the Salary Ordinance for information on Tenure Incentive Pay.

Emergency Closings

Non-critical service employees are expected to report for their regular work unless the County Emergency Management issues a media broadcast statement requiring that citizens are to remain off Town streets, or their Department Head contacts them prior to the start of the workday with alternate instructions. When the decision to close is made prior to the workday, or when the decision to close is made after the workday has begun, time off from scheduled work will be paid.

Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

Refer to the Town of Bristol Employee Handbook for additional information regarding emergency closings.

BENEFITS SCHEDULE

Health Insurance

Medical, dental, and vision benefits are offered to the Clerk-Treasurer and eligible employees on the first day of employment. Eligible employees include:

- Regular full-time employees

The Town of Bristol contributes 90% of the medical insurance premium from the General Fund on behalf of the employee and their dependents and the employee is required to contribute 10% of the medical insurance tiered-based premium through payroll deduction as follows

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2025 – United Heath Care (UHC)

	Aim Option 1		Aim Option 2	
	\$1,500 PPO Plan 5		\$3,300 HDHP Plan 8	
	IN	OON	IN	OON
Provider & Network	UHC Choice Plus		UHC Choice Plus	
Annual Deductible	<i>Embedded</i>		<i>Embedded</i>	
Individual	\$1,500	\$3,000	\$3,300	\$6,000
Family	\$3,000	\$6,000	\$6,400	\$12,000
Plan Coinsurance	<i>Embedded</i>		<i>Embedded</i>	
Paid by Plan <i>(after ded. is met)</i>	80%	60%	80%	60%
Paid By Individual <i>(after ded. is met)</i>	20%	40%	20%	40%
Annual Out of Pocket Maximum	<i>Embedded</i>		<i>Embedded</i>	
Individual <i>(after ded./coins. is met)</i>	\$4,000	\$8,000	\$4,350	\$9,000
Family <i>(after ded./coins. is met)</i>	\$8,000	\$16,000	\$8,700	\$18,000
Copayments (paid by individual)	<i>Embedded</i>		<i>After Deductible is Met</i>	
PCP Office Visit <i>(Premium)</i>	\$15	40%	10%	40%
PCP Office Visit <i>(Non-Premium)</i>	\$25	40%	20%	40%
SCP Office Visit <i>(Premium)</i>	\$30	40%	10%	40%
SCP Office Visit <i>(Non-Premium)</i>	\$60	40%	20%	40%
Virtual Visit	\$0	N/A	20%	N/A
Urgent Care	\$75	40%	20%	40%
Emergency Room	\$250	\$250	20%	20%
Inpatient Hospital	20%	40%	20%	40%
Wellness Benefit	<i>Embedded</i>		<i>After Deductible is Met</i>	
Wellness Benefit	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)	<i>Embedded</i>		<i>After Deductible is Met</i>	
Tier 1	\$20	\$20	20%	20%
Tier 2	\$40	\$40	20%	20%
Tier 3	\$60	\$60	20%	20%
Specialty	\$100	N/A	20%	N/A
Premiums	<i>Embedded</i>		<i>After Deductible is Met</i>	
Monthly Premium Rates	Rates		Rates	
Employee Only	\$1,029.14		\$849.21	
Employee + Spouse	\$2,058.29		\$1,698.42	
Employee + Child(ren)	\$1,955.37		\$1,613.50	
Employee + Family	\$2,984.52		\$2,462.70	
Total Monthly Premium	\$31,183		\$25,731	

The Town of Bristol contributes 100% for both the dental and vision insurance premiums from the General Fund on behalf of eligible employees and their dependents, as follows:

Delta Dental	Monthly Employer Contribution
Employee Only	\$26.32
Employee plus One	\$52.66
Employee plus Children	\$71.12
Employee plus Family	\$106.88

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VSP Vision Care	Monthly Employer Contribution
Employee Only	\$6.15
Employee plus One	\$12.33
Employee plus Children	\$13.16
Employee plus Family	\$21.05

The renewal dates for medical and dental insurance are on January 1, 2025. The renewal date for vision insurance is also on January 1, 2025, and there may or may not be an increase in the premium totals after this date.

Refer to each Summary of Benefits and Coverage (SBC) document for additional information on medical, dental, and vision benefits offered by the Town of Bristol.

Life and AD&D Insurance

The Town of Bristol offers all eligible employees upon their date of hire participation in The Standard Life and AD&D insurance benefits. Eligible employees include:

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2025, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

Short-Term Disability Insurance

The Town of Bristol provides a short-term disability insurance plan through The Standard at no cost to the employees. Eligible employees include:

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2025, and there may or may not be an increase in the premium totals after this date.

Employees may be eligible for short-term disability insurance on the first day of the month following 30-days of employment. Employer Paid Short Term - Elimination Period (Accident) – 0 days & Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60 percent of the eligible employee's pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee's costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee's budget lines as stated in the 2025 Base Pay Rate Schedule.

Refer to the Town of Bristol Employee Handbook for additional information on short-term disability insurance offered by the Town of Bristol.

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NationWide - Civilian and Police Department Sworn Officers

Civilian

NationWide 457 and 401(a) plans offer eligible employees of the Town of Bristol a voluntary way to save for their retirement through tax-deferred contributions to their own individual accounts. Eligible employees include:

- Regular full-time employees
- Regular part-time employees

Eligible employees may participate in the 457(b)-retirement savings plan or a Roth IRA plan from their first day of employment.

Upon hire and during an employee's first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$2,000.00 to the full-time employee's 401(a) account and \$1,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$2,000 to the full-time employee's 401(a) account and \$1,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

PoliceDepartment–SwornOfficer

Upon hire and during an employee's first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$3,000.00 to the full-time employee's 401(a) account and \$2,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$3,000 to the full-time employee's 401(a) account and \$2,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

The Clerk-Treasurer has been appointed as the administrator of the Plan and is authorized to make deductions from the pay of employees who voluntarily participate, and to make such other arrangements as are necessary to implement the plan. The Town of Bristol bears the incidental expense of collecting the employees' deferrals and other minor administrative expenses.

Refer to the Summary Plan Description (SPD) document for additional information on retirement savings benefits offered by the Town of Bristol.

Vacation Benefits

Vacation benefits with pay are available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Elected officials are exempt from vacation benefits.

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Employees in the following employment classification(s) are eligible to earn and use vacation benefits as described in this policy:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

The amount of vacation benefits that employees receive each year increases with the length of their employment as shown in the following schedule:

Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 st after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 st through the fourth January 1 st	Ten-days (80-hours)	Five-days (40-hours)
On January 1 st of years five through nine	15-days (120-hours)	Seven and one-half days
On January 1 st in year ten and thereafter	20-days (160-hours)	Ten- (80-

Nonexempt employees may use vacation benefits in minimum increments of 15-minutes. Exempt employees may use vacation benefits in minimum increments of four-hours. Vacation benefits are credited for all years of continuous service for eligible employees who are on an active pay status. Vacation benefits are not earned while an employee is in a non-paid status, e.g. leave under the Family and Medical Leave Act (FMLA).

In the event that available vacation is not used by the end of the calendar year, the unused time will be forfeited. In certain situations, the Town Council may approve an extension of up to 40-hours of vacation benefits to be carried over into the next year to be used within the first 30-days of that year. Newly hired employees may carry over up to 40-hours of vacation benefits into the next year, but it must be used within the first 30-days of that year.

Upon voluntary termination of employment, employees will be paid for unused vacation benefits that have been earned through the last day of work. Upon involuntary termination of employment, employees will not be paid for unused vacation benefits that have been earned through the last day of work.

Vacation benefits are paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. Vacation benefits are not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on vacation benefits.

Personal Leave Time (PLT) Benefits

The Town of Bristol provides personal leave time (PLT) to all eligible employees for periods of temporary absence due to illnesses, injuries, or to take care of personal matters. Eligible employee classification(s):

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- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight-hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive five (5) PLT days on January 1st of each year. Employees will not receive PLT if they are on unpaid leave, or on a disability leave.

PLT may be used in one-half day increments. In the event that available PLT is not used by the end of the calendar year, it may be carried over to be used by the end of the following calendar year, or it will be paid out. Upon termination of employment, employees will not be paid for unused PLT that has been earned through the last day of work.

PLT is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. PLT is not considered hours worked for purposes of performing overtime calculations.

In the event that available PLT is not used by the end of the calendar year, full-time employees may carry over four-days and part-time employees may carry over one-half that amount to be used by the end of the following calendar year. Upon termination of employment, employees will not be paid for unused PLT that has been earned through their last day of work.

Refer to the Town of Bristol Employee Handbook for additional information on personal leave time (PLT) benefits.

Holidays

The Town of Bristol may grant paid holidays to all eligible employees. Eligible employee classification(s) include:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Paid holidays in 2025 include the following:

Holiday	Date
New Year's Day	1/1/2025
Martin Luther King Jr. Day	01/20/2025
Presidents Day	02/17/2025
Memorial Day	5/26/2025
Independence Day	7/4/2025
Labor Day	9/1/2025
Columbus Day	10/13/2025
Veterans Day	11/11/2025
Thanksgiving Day	11/27/2025
Day after Thanksgiving	11/28/2025
Christmas Eve Day	12/24/2025
Christmas Day	12/25/2025
New Year's Eve Day Observed	12/31/2025
New Year's Day	01/01/2026

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Newly hired employees are eligible to receive holiday pay as soon as their employment begins.

The holiday schedule is determined by the Town Council. However, the holiday schedule may be amended by a Department Head, with written notice distributed to all departments within the municipality. If the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

If a recognized holiday falls during an eligible employee's approved paid absence such as vacation, personal leave time, or holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. An employee absents without authorization on the workday preceding or following a holiday will not receive holiday pay. An employee scheduled to return from an unpaid leave on the day after a holiday, or whose leave without pay is approved through the end of the last business day preceding a holiday will not be paid for the holiday.

If eligible civilian full-time nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at a rate of time and one-half for the hours worked on the holiday. Police officers will receive straight-time pay for all hours worked on the holiday and will receive

compensatory time at a rate of time and one-half the police officer's regular rate of pay for all hours work on that day, in lieu of holiday pay.

Paid time off for holidays is paid at the employee's base pay rate at the time of the day off. A holiday is considered an eight-hour day for civilian full-time employees and a four-hour day for civilian part-time employees. Paid time off for holidays is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on holidays.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately. Employees in the following categories are eligible for bereavement leave:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Up to five consecutive days of paid bereavement leave may be provided to eligible employees in the event of the death of a spouse, child, parent or parent-in-law, sibling, grandparent or other resident of the employee's household. In the event of the death of a family member not listed above, an employee may use vacation or personal leave time to cover the absence. In extenuating circumstances, a Department Head may approve an extended bereavement leave.

Bereavement leave is paid at the employee's base pay rate at the time of the day off. One day of bereavement leave is considered an eight-hour day for full-time employees and a four-hour day for part-time employees. Paid time off for bereavement leave is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on bereavement leave.

Jury Duty

Employees may request up to one-week of paid jury duty leave each time they receive a jury duty summons. Employee classifications that qualify for paid jury duty leave are:

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- Regular full-time employees
- Regular part-time employees
- Temporary/seasonal employees

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee shall turn in any compensation received for the jury duty, or employees may request vacation, or personal leave time and retain any compensation earned for jury duty.

Jury duty is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day and is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on jury duty.

Witness Duty

If a civilian employee has been subpoenaed or otherwise requested to testify as witnesses by the Town of Bristol, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the Town of Bristol will be paid his or her normal rate of pay for the time expended. Police officers who have been subpoenaed will receive paid time for the entire period of witness duty plus one hour of preparation time.

Employees will be granted time off to appear as a witness when requested by a party in a court of law when subpoenaed to do so other than by the Town of Bristol. Employees may utilize any available vacation, personal leave time, or compensatory time to receive compensation for the period of the absence, however, are not required to do so.

Refer to the Town of Bristol Employee Handbook for additional information on witness duty.

Time Off to Vote

Generally, employees can find time to vote either before or after their regular work schedule. If nonexempt employees are unable to vote in an election during their nonworking hours, the Town of Bristol may grant unpaid time off to vote.

Refer to the Town of Bristol Employee Handbook for additional information on time off to vote.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Employees will continue to receive full pay while on leave for 15-day training assignments and shorter absences. The portion of any military leaves of absence in excess of 15-days will be unpaid. However, employees may use any available vacation, or personal leave time for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

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Benefit accruals, such as vacation, personal leave time, or holidays, etc., will be suspended during the leave after the first 30-days and will resume upon the employee's return to active employment.

Refer to the Town of Bristol Employee Handbook for additional information on military leave.

Business Travel Expense Policy

The Town of Bristol may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Town Marshal, the Clerk-Treasurer, or the Town Manager. Civilian employees whose travel plans have been approved are responsible for making their own travel arrangements. Arrangements for police officers will be made by the Police Department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives may be reimbursed by the Town of Bristol. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi, Uber, or Lyft fares, only when there is no less expensive alternative.
- Mileage costs for use of personal vehicles, only when less expensive transportation is not available, and payable at the current IRS rate cents per mile, provided the employee demonstrates proof that he or she carries motor vehicle liability insurance as required by law. No mileage reimbursement will be made for travel between an employee's home and their workplace.
- Parking costs and highway-related tolls when an employee is entitled to claim reimbursement for mileage (see above).
- Cost of standard accommodations in low to mid-priced hotels, or similar lodgings, to include room costs, associated local taxes, and necessary business-related charges.
- Reimbursement for meals at a rate of \$45.00 per diem per day.
- The Town of Bristol will not reimburse employees for the purchase of alcoholic beverages under any circumstance.
- Tips not exceeding 15% of the total cost of a meal or 10% of a ground transportation fare.
- Charges for telephone calls, fax, and similar services required for business purposes.

Personal expenses incurred in traveling are not reimbursable, including but not limited to: room service, personal telephone calls, laundry, entertainment, in-room movies, and alcoholic beverages.

Per diem rates paid in advance or by reimbursement on a claim form must document the name of the employee, the date(s) for reimbursement, and additional details, as required.

When travel is completed, employees should submit completed travel expense reports to include itemized receipts or other proper documentation, approved by his or her Department Head of the actual expenses incurred to the Clerk-Treasurer. Employees should contact their Department Head for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. The Town Council in its absolute and sole discretion shall make the final determination as to whether any such claim(s) will be paid.

Refer to the Town of Bristol Employee Handbook for additional information on business and travel expenses.

**TOWN OF BRISTOL, INDIANA
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Section 8, Item c.

PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this
19 day of December, 2025

YAY

NAY

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Doug DeSmith	
	Raymond D Rentfrow	

ATTEST: _____
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

**TOWN OF BRISTOL, INDIANA
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**Appendix #1 - Tenure Incentive Pay (TIP)
Full-Time Sworn Law Enforcement Compensation Matrix**

Year(s) of service	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Point	\$ -	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00
2 Points	\$ -	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00
3 Points	\$ -	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00
4 Points	\$ -	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00
5 Points	\$ -	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00
6 Points	\$ -	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00
7 Points	\$ -	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00
8 Points	\$ -	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00
9 Points	\$ -	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00
10 Points	\$ -	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00
11 Points	\$ -	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00
12 Points	\$ -	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00
13 Points	\$ -	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
14 Points	\$ -	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
15 Points	\$ -	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
16 Points	\$ -	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
17 Points	\$ -	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
18 Points	\$ -	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
19 Points	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
20 Points	\$ -	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
21 Points	\$ -	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
22 Points	\$ -	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
23 Points	\$ -	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00

Year(s) of service	14	15	16	17	18	19	20	21	22	23	24	25+
1 Point	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
2 Points	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
3 Points	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
4 Points	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
5 Points	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
6 Points	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
7 Points	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
8 Points	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
9 Points	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
10 Points	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
11 Points	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00
12 Points	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00
13 Points	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00
14 Points	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00
15 Points	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00
16 Points	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00
17 Points	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00
18 Points	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00
19 Points	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00
20 Points	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00
21 Points	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00
22 Points	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00
23 Points	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00	\$ 4,700.00

Rank	Patrolman	Corporal	Sergeant	Detective	Chief Deputy	Marshal
Points earned	1	2	3	3	4	5
Education		AA	BS/BA	MA	Ph.D.	
Points earned		2	4	6	8	
Specialized Training		1 Week	2 Weeks	3-10 Weeks	10-20 Weeks	
Points earned (Max 10 Points)		1	2	3	4	

RESOLUTION NO 12-19-2024-13
A RESOLUTION OF THE PRESIDENT OF THE TOWN COUNCIL
AND THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA
FOR APPOINTMENTS TO THE BRISTOL REDEVELOPMENT COMMISSION

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, the Town has established the Bristol Redevelopment Commission (the “Commission”) pursuant to Indiana Code 36-7-14, et seq., which is controlled by a board of five (5) members (each a “Commissioner”), who each must be at least eighteen (18) years of age and a resident of the Town; and

WHEREAS, pursuant to Indiana Code 36-7-14-6.1(a) and 36-7-14-7(a), the Town Council President shall appoint three (3) of the Commissioners and the Council shall appoint two (2) of the Commissioners, each to serve for a one (1) year term beginning January 1, 2025; and

WHEREAS, the Town Council President and the Council are resolved to appoint the five (5) Commissioners identified herein to serve on the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Town Council President and the Town Council of the Town of Bristol, Indiana, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. Pursuant to Indiana Code 36-7-14-6.1(a)(1), the Town Council President hereby appoints the following individuals as Commissioners to serve on the Commission in accordance with Indiana law:

- 1. _____
- 2. _____
- 3. _____

Section 3. Pursuant to Indiana Code 36-7-14-6.1(a)(2), the Council hereby appoints the following individuals as Commissioners to serve on the Commission in accordance with Indiana law:

- 1. _____
- 2. _____

Section 4. Each appointed commissioners' term shall be for one (1) year and shall begin effective January 1, 2025.

Section 5. Each commissioner, before beginning the commissioner's duties, shall take and subscribe an oath of office in the usual form, to be endorsed on the

certificate of the commissioner's appointment, which shall be promptly filed with the Town Clerk-Treasurer.

Section 6. Each commissioner, before beginning the commissioner's duties, shall execute a bond payable to the state, with surety to be approved by the Town Council President. The bond must be in the penal sum of fifteen thousand dollars (\$15,000) and must be conditioned on the faithful performance of the duties of the commissioner's office and the accounting for all monies and property that may come into the commissioner's hands or under the commissioner's control. The cost of the bond shall be paid in accordance with Indiana law.

Section 7. If a commissioner ceases to be qualified to serve as a commissioner hereunder or under Indiana law, the commissioner forfeits the commissioner's office.

Section 8. Except as otherwise provided by law, commissioners are not entitled to salaries but are entitled to reimbursement for expenses necessarily incurred in the performance of their duties.

* * * * *

RESOLVED THIS 19th DAY OF DECEMBER, 2024

PRESIDENT OF THE TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Gregg Tuholski

Doug DeSmith

Dean Rentfrow

ATTEST:

Cathy Antonelli, Clerk-Treasurer

Bristol Police Department
November 2024

Traffic Enforcement:	Citations: 60
	Warnings: 46
Calls for Service:	509
Calls:	341
Vehicle Crashes:	Property Damage: 11
	Personal Injury: 1
	Fatal: 0
	Leaving Scene: 0
Criminal Enforcement:	Cases Taken: 50
	Cases closed by arrest: 8
	OWI: 2 Felony: 2
	Poss. Drugs and/or Paraphernalia: 8
Impounded Vehicles:	9
Miles Driven:	12,426

Criminal Enforcement: November brought us several investigations, having investigated 50 cases and 8 of those cases were closed by immediate arrest. One battery, 2 burglaries, 2 possession of methamphetamine, 3 fraud, 1 death investigation, 1 theft, 1 warrant arrest, 1 auto theft, 1 resisting arrest and 6 possession of marijuana. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In November officers investigated 12 vehicle crashes. Officers issued 60 traffic citations, addressing speed, signal and sign violations. There were 6 of our citations that were for driving while license suspended or never receiving a license. They also issued 46 written warning tickets.

Please report any suspicious activity when you see it. Our continued work together can only make our community better and safer. Our thanks to all for your continued support and cooperation.

Together we can make a better community

Respectfully,
Stephen M. Priem, Marshal

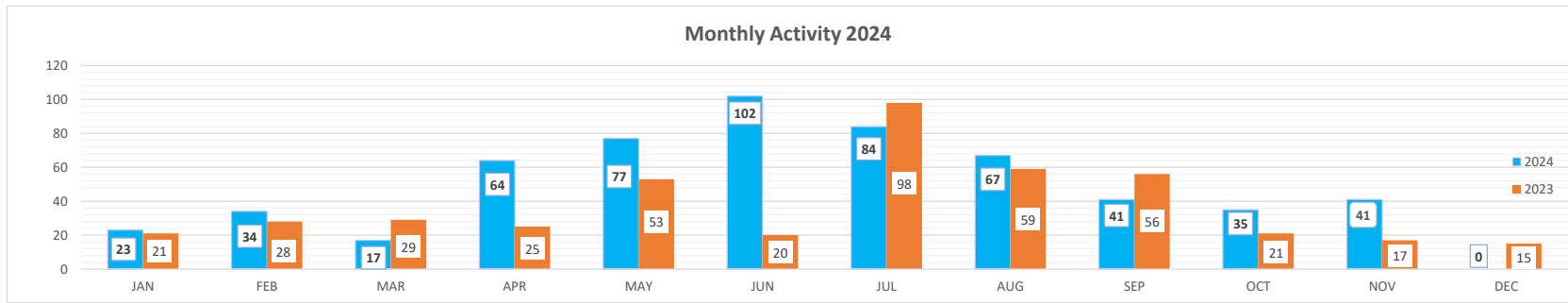
Code Enforcement Dashboard 2024

Section 9, Item b.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2024	2023	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Abandoned & Junk Vehicles (Property)	0	3	0	2	1	0	0	0	0	0	0	0	6	18	6	0	0	0	6	0	0
Abandoned & Junk Vehicles (Street)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Animals	1	3	0	0	2	0	2	0	0	1	1	0	10	11	10	0	0	0	10	1	0
Bicycles & foot scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High Grass	0	0	0	14	37	40	26	16	8	6	0	0	147	144	147	1	0	0	146	1	0
Illegal Parking	11	20	8	18	14	27	34	20	19	15	14	0	200	140	200	0	0	0	198	1	2
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Litter & Dumping	0	0	0	0	0	0	2	0	0	0	0	0	2	23	2	1	0	0	2	0	0
Loud Noise or disturbing the peace	1	0	0	1	1	0	0	0	0	0	1	0	4	2	4	0	0	0	2	2	0
Nuisance issues	0	2	5	4	1	2	0	0	0	4	5	0	23	26	23	0	0	0	16	4	3
Snowmobiles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snow and Ice from sidewalk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs and devices	2	0	3	21	15	28	8	24	7	5	17	0	130	35	130	0	0	0	130	0	0
Trash on property	2	2	0	2	0	3	3	2	1	0	2	0	17	3	17	1	0	0	15	1	1
Trees & Bushes	0	1	0	0	6	0	1	1	1	1	0	0	11	6	11	0	0	0	10	1	0
Weeds & Rank Vegetation	0	0	0	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	1	0	0
Vehicles for sale on grass	1	0	1	0	0	0	0	0	2	0	0	0	4	9	4	0	0	0	4	0	0
Other	5	3	0	2	0	2	7	4	3	3	1	0	30	22	30	0	0	0	26	4	0
TOTAL	23	34	17	64	77	102	84	67	41	35	41	0	585	442	585	3	0	0	566	15	6

Citizens' complaints	6	4	2	6	11	3	10	4	7	6	5	0	64
Code enforcement officer	17	30	15	58	65	99	74	63	34	29	36	0	520

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Chicken Permits Issued	0	0	0	1	0	0	0	0	0	0	0	0	1



2023 21 28 29 25 53 20 98 59 56 21 17 15



BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET
BRISTOL, IN. 46507
Office 1-574-848-4155 / Fax 1-574-848-0459



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

November 2024 Operations Report:

We responded to 75 calls in November.

We had 274 responses in November.

Staffing:

We are short 1 Fulltime Firefighter/EMT.

We are short 1 Fulltime Firefighter/Paramedic.

Additional:

Tower 83 – Passed its pump test on December 16th.

We had a great time at the Christmas tree lighting. Thank you for allowing us to be a part of this great event.

We delivered the toys on Saturday December 7th for Toys for Tots. We with Osolo EMS this year. So, we came to an agreement to share the trophy. We will keep it for the first 6 months, and they will keep it for the last six months. We want to thank the community for helping us with this project.

Picture fundraiser is winding down. If you have not received a letter and want to donate, please contact the fire station. The last picture day is January 18, 2025.

We appreciate all the support this year.

Merry Christmas and Happy New Year!

**Thank you,
Nicholas J.A. Kantz
Fire Chief**

November 12, 2024

Attending: Scott Dreamer on Zoom, Linda Powell, Mike Ropp, Andrew Medford (absent), Mike Yoder

Minutes were approved as corrected.

Mike Yoder Report: The kayak launch will be regraded to a gentle slope this month. This will make it much easier for the Kayakers to make it to the river.

The Park Board asked Mike Yoder if the old wooden posts around the parking lot in Congdon Park could be removed.

Eric is looking into mats to replace all fall area mulch in both Congdon and Cummins Parks.

Cummins Park: The Pickle ball nets are down, but people with their own nets can still play. The Park Board would like to see the area west of the Pickle Ball court made into more parking. Mike Yoder will look into that happening. The lights in Cummins Park will be replaced with LED lights this year. There has been some interest in making a holiday walking trail in Cummins Park.

Hermance Park: Mike Ropp is working on the plan for the planting of native and wetland plants. They will be planted in the old playground and surrounding area. A walking path will be eventually added.

There was more discussion on our 5-year Plan, and it is almost completed.

The Community Garden is now closed. It was a successful garden producing a little over a thousand of vegetables for the Food Pantry and the general area residents. 700 pounds of those vegetables were given to the Pantry. There were over 200 volunteer hours, and at least \$1,000 donated by garden supporters.

Mike Ropp moved to adjourn the meeting, seconded by Linda Powell, and motion was passed.

Next Park Board meeting:

December 10, 2024 at 6pm at the Town Hall.

Reported by Secretary, RoseMary McDaniel.

ORDINANCE NO. 12-19 -2024-27

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AUTHORIZING OFF-ROAD VEHICLES ON HIGHWAYS UNDER THE JURISDICTION OF THE TOWN OF BRISTOL, INDIANA AND IMPOSING REQUIREMENTS, CONDITIONS, AND RESTRICTIONS FOR SUCH

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, the Town is a “local authority” as the term is defined in Indiana Code § 9-13-2-94; and

WHEREAS, pursuant to Indiana Code § 9-21-8-57, an Off-Road Vehicle may not be operated on a highway under the jurisdiction of the Town, except in accordance with an ordinance adopted under Indiana Code §§ 9-21-1-3(a)(14) and 9-21-1-3.3(a), which authorize the operation of an Off-Road Vehicle on the highway; and

WHEREAS, the Town now wishes to allow the use of Off-Road Vehicles on highways under the jurisdiction of the Town and set minimum requirements for the use thereof.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. This Ordinance adopts all mandatory provisions of state law relating to Off-Road Vehicles, including those set forth at I.C. § 14-16-1 and I.C. § 9-21-1.

73.11 DEFINITIONS.

A. “Town Road” means any highway, road, street, or other right-of-way open to the public for travel under the jurisdiction of the Town of Bristol except for the following:

(1) Any street posted by order of the Town Council or its designee for non-use for Off-Road Vehicles; and

(2) Sidewalks and other paved or unpaved surfaces of public

property on which motor vehicles are not permitted.

B. “Off-Road Vehicle” has the meaning set forth in I.C. § 14-8-2-185. This definition excludes farm vehicles being used for farming. This definition does not include snowmobiles or golf carts.

73.12 OPERATION OF OFF-ROAD VEHICLES PERMITTED.

- A. The Town Council hereby designates all Town Roads for the operation of Off-Road Vehicles, subject to the requirements of this Ordinance and applicable law. The operation of Off-Road Vehicles on Town Roads is prohibited unless the Off-Road Vehicle is operated and equipped in full compliance with this Ordinance.
- B. This ordinance does not restrict the use of municipally owned Off-Road Vehicles used for maintenance, public safety, or special events.

73.13 REGULATIONS OF OFF-ROAD VEHICLES.

- A. When operating an Off-Road Vehicle on a Town Road, an individual shall:
 - (1) Have financial responsibility in effect for the Off-Road Vehicle consisting of at least the following types in the following amounts:
 - (a) Twenty-five thousand dollars (\$25,000) for bodily injury to or the death of one (1) individual;
 - (b) Fifty thousand dollars (\$50,000) for bodily injury to or the death of two (2) or more individuals in any one (1) accident; and
 - (c) Twenty-five thousand dollars (\$25,000) for damage to or the destruction of property in one (1) accident.
 - (2) Obey all applicable traffic laws as if the Off-Road Vehicle were a passenger motor vehicle as defined in I.C. § 9-13-2-123;
 - (3) Have no more passengers than the number of seats for which the Off-Road Vehicle is rated by its manufacturer.
 - (4) Ensure that all passengers of the Off-Road Vehicle are seated in a factory-installed seat position attached to the vehicle, with seatbelt restraints properly fastened as specified by the manufacturer.
- B. When more than one Off-Road Vehicle is present, the Off-Road Vehicle shall travel in a single file except when passing or overtaking another vehicle.
- C. When an Off-Road Vehicle is only operated at twenty-five (25) miles per hour or less, the Off-Road Vehicle shall display the slow-moving vehicle emblem described by I.C. § 9-21-9-2.

- D. All occupants within the Off-Road Vehicle less than eighteen (18) years of age must wear a helmet per I.C. § 9-18.1-14-11, except as permitted by state law.
- E. To be registered and operated on highways under the jurisdiction of the Town, an Off-Road Vehicle~~s~~ must be equipped with the minimum safety equipment as set forth in I.C. § 14-16-1, as amended from time to time.
- F. All safety equipment must be maintained in good operating order. Lights must be used when time of day or weather conditions necessitate such use for the Off-Road Vehicle to be visible from a distance of at least five hundred (500) feet. Failure to equip, maintain, and use such equipment as required herein shall constitute a violation of this Ordinance.

73.14 REGULATION OF OPERATORS.

- A. Only individuals sixteen (16) years of age or older, who have been issued a driver’s license from a State Bureau of Motor Vehicles, and whose driver’s license is valid and is not suspended or revoked, may operate an Off-Road Vehicle on Town Roads.
- B. The owner of an Off-Road Vehicle may not cause or knowingly permit an individual to operate the Off-Road Vehicle on Town Roads unless the individual holds a driver’s license from a State Bureau of Motor Vehicles that is valid and is not suspended or revoked.
- C. Owners and operators must ensure that all State-issued certificates of registration and decals for the Off-Road Vehicle are properly posted and available for inspection upon demand by a police officer. The decals must contain the Off-Road Vehicle’s registration number and expiration date and must be attached to the forward half of the Off-Road Vehicle.

73.15 EXISTING STATE LAWS APPLICABLE.

- A. Except as otherwise provided, this Ordinance does not affect the rights, responsibilities, or duties of individuals operating or owning an Off-Road Vehicle under Indiana law, including those with respect to:
 - (1) Operating a vehicle at speeds compliant with posted speed limits or at reduced speeds when required by law;

- (2) The prohibition on operating:
- (a) At a rate of speed greater than is reasonable and proper having due regard for existing conditions or in a manner that unnecessarily endangers the person or property of another;
 - (b) Without proper registration;
 - (c) While under the influence of an alcoholic beverage or unlawfully under the influence of a narcotic or other habit forming or dangerous depressant or stimulating drug;
 - (d) Without displaying a lighted headlight and a lighted taillight during the hours from thirty (30) minutes after sunset to thirty (30) minutes before sunrise or when other conditions limit visibility;
 - (e) Without a muffler in good working order and constant operation to prevent excessive or unusual noise and annoying smoke;
 - (f) Within one hundred (100) feet of another's dwelling between midnight and 6:00 a.m.;
 - (g) While transporting on or in the vehicle a firearm, except as provided by state law;
 - (h) Without adequate brakes and lights;
 - (i) On a public highway or street without a valid motor vehicle driver's license;
 - (j) Without a helmet if less than eighteen (18) years of age, except as permitted by state law; or
 - (k) To hunt, pursue, worry, or kill a wild bird or a domestic or wild animal.
 - (l) The duty to notify a conservation or law enforcement officer with jurisdiction where an accident involving an Off-Road Vehicle occurs by the quickest means of communication.
 - (m) The requirement that the owner of an Off-Road Vehicle shall have applied for and obtained a valid Off-Road Vehicle registration from the State of Indiana per I.C. § 9-18.1-14.

- (3) No Town permit, decal, or inspection shall be required of Off-Road Vehicles registered through the State of Indiana Bureau of Motor Vehicles as prescribed by I.C. § 9-18.1-14.
- (4) As prescribed by I.C. § 14-16-1-20(a)(2), the operator of a vehicle may cross a public highway, other than a limited access highway, at right angles for the purpose of getting from one (1) area to another when the operation can be done in safety. The operator shall bring the vehicle to a complete stop before proceeding across a public highway and shall yield the right-of-way to all traffic.

73.16 VIOLATIONS, ENFORCEMENT, AND PENALTIES.

- A. Any person who violates Section 5(a)(i) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the person had violated I.C. § 9-25-8-2 but in no case be fined more than a maximum of \$2,500.00.
- B. Any person who violates Section 5(a)(ii) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the offense had been committed with a passenger motor vehicle as defined in I.C. § 9-13-2-123 but in no case be fined more than a maximum of \$2,500.00.
- C. Any person who violates Section 5(c) of this Ordinance while on a Town Road commits an ordinance violation and may be fined as if the person had violated I.C. § 9-21-9-2 but in no case be fined more than a maximum of \$2,500.00.
- D. Any person who violates any provision of this Ordinance for which a penalty is not otherwise provided commits an ordinance violation and may be fined not more than \$500 for each offense.
- E. This Ordinance does not affect the sanctions and penalties for violating a state statute or regulation concerning Off-Road Vehicles, including the provisions of I.C. § 14-16-1.
- F. The Town may enforce this Ordinance by filing an action in any court of general jurisdiction to recover a fine in a sum not to exceed \$2,500 for each violation.
- G. All fines or civil penalties collected shall be deposited in the general fund of the Town.

Section 9. All ordinances and parts of ordinances inconsistent or in conflict with the terms of this Ordinance are repealed to the extent of the inconsistency or conflict.

Section 10. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or pm1 of this ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 11. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2024.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer