



TOWN COUNCIL REGULAR MEETING

Thursday, September 05, 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

- a. Approval of meeting minutes from Special Meeting & Executive Session 7.8.2024, Executive Session 7.9.2024 and Regular Council Meeting 7.18.2024 and 8.1.2024

7. PLANNING AND DEVELOPMENT ITEMS

a. Wilhelm Farm Rezoning

- Motion to waive the second reading and adopt on first made by:
- Motion to approve Ordinance No. BR 9/5/2024-22 made by:

b. Laverne Kauffman request to have horses on North River Road property.

REPORTS

8. TOWN MANAGER

- a.** Approve pay application #4 CCMG 2023-1 Maple Street project. Total =\$109,190.70
Approve pay application #5 CCMG 2023-1 Maple Street Retainage total =\$ 96,538.75
- b.** Approve pay application #2 CCMG 2023-2 Indiana Total =\$ 354,247.65
- c.** Project Updates
 - Water
 - Wastewater

Other

9. CLERK-TREASURER

10. TOWN ATTORNEY

- [a.](#) Resolution 9-5-2024-8 Fiscal Plan for annexation of Lux Property Corp & AWT, Inc. parcels
- [b.](#) Ordinance 9-5-2024-18 Voluntary annexation AWT, Inc.

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

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

12. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

13. MOTION TO ADJOURN

TOWN COUNCIL MEETING

RE: ±247 ACRES

SEPTEMBER 5, 2024

PROVINCE
G R O U P

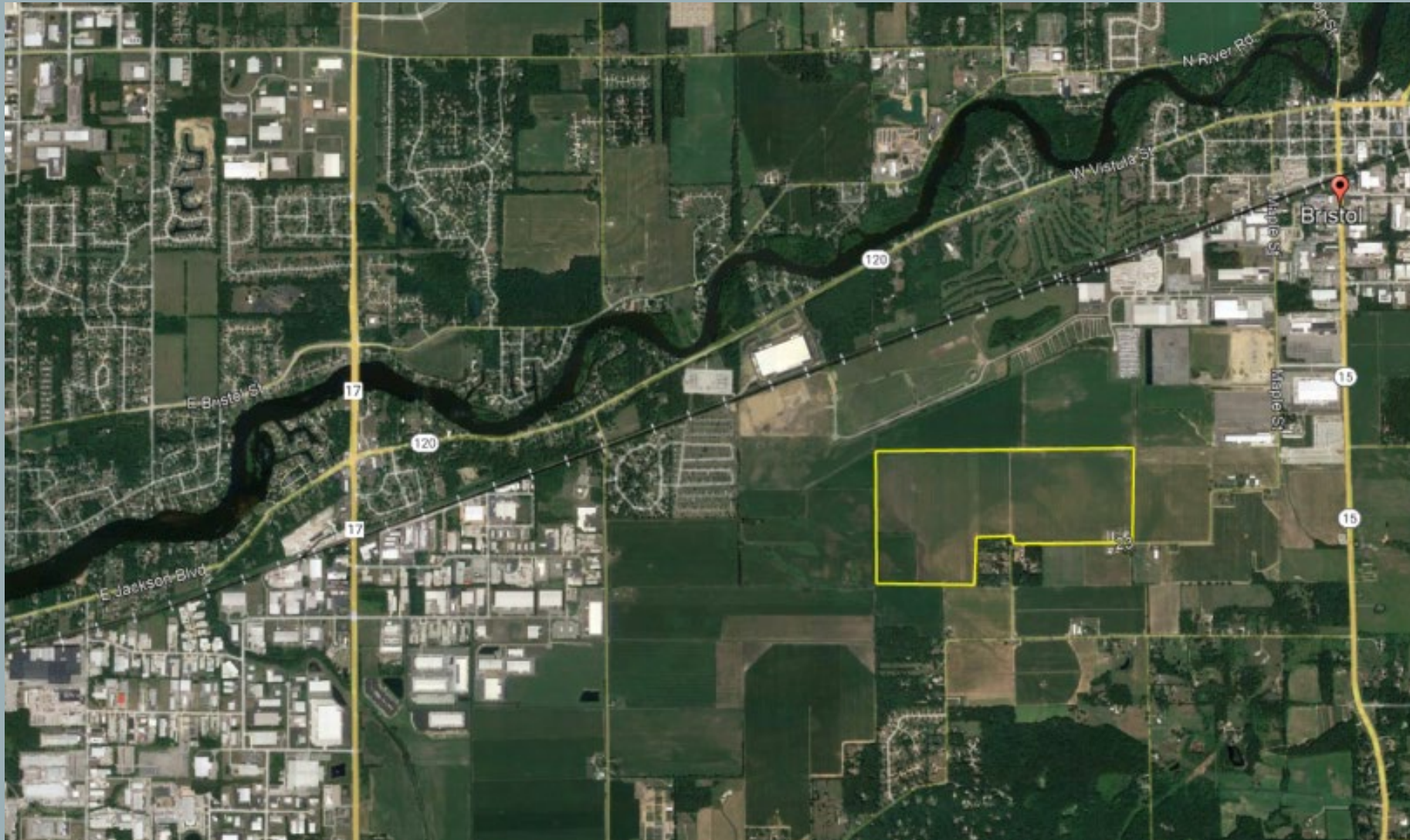


PROVINCE G R O U P



- In business for over 33 years
- Principal driven company
- Well-capitalized real estate development and investment company
- Collective real estate development experience of over 100 years
- Top-tier team of consultants and best-in-class design professionals involved in each development, including JPR and Gensler
- Data center expertise

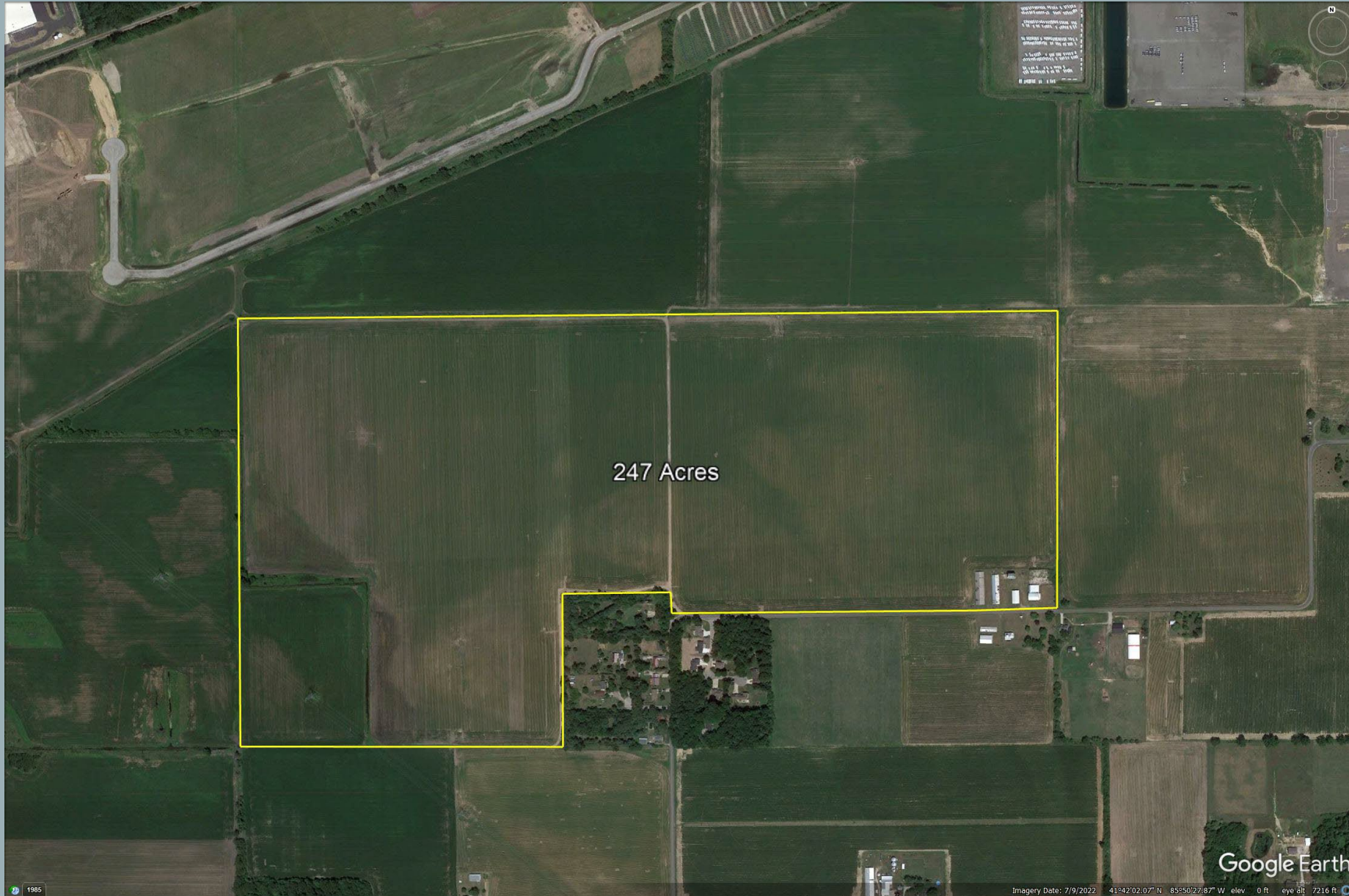
PROPERTY VICINITY



**±247 acre site
adjacent to existing
industrial properties
in the Town of
Bristol and Elkhart
County**

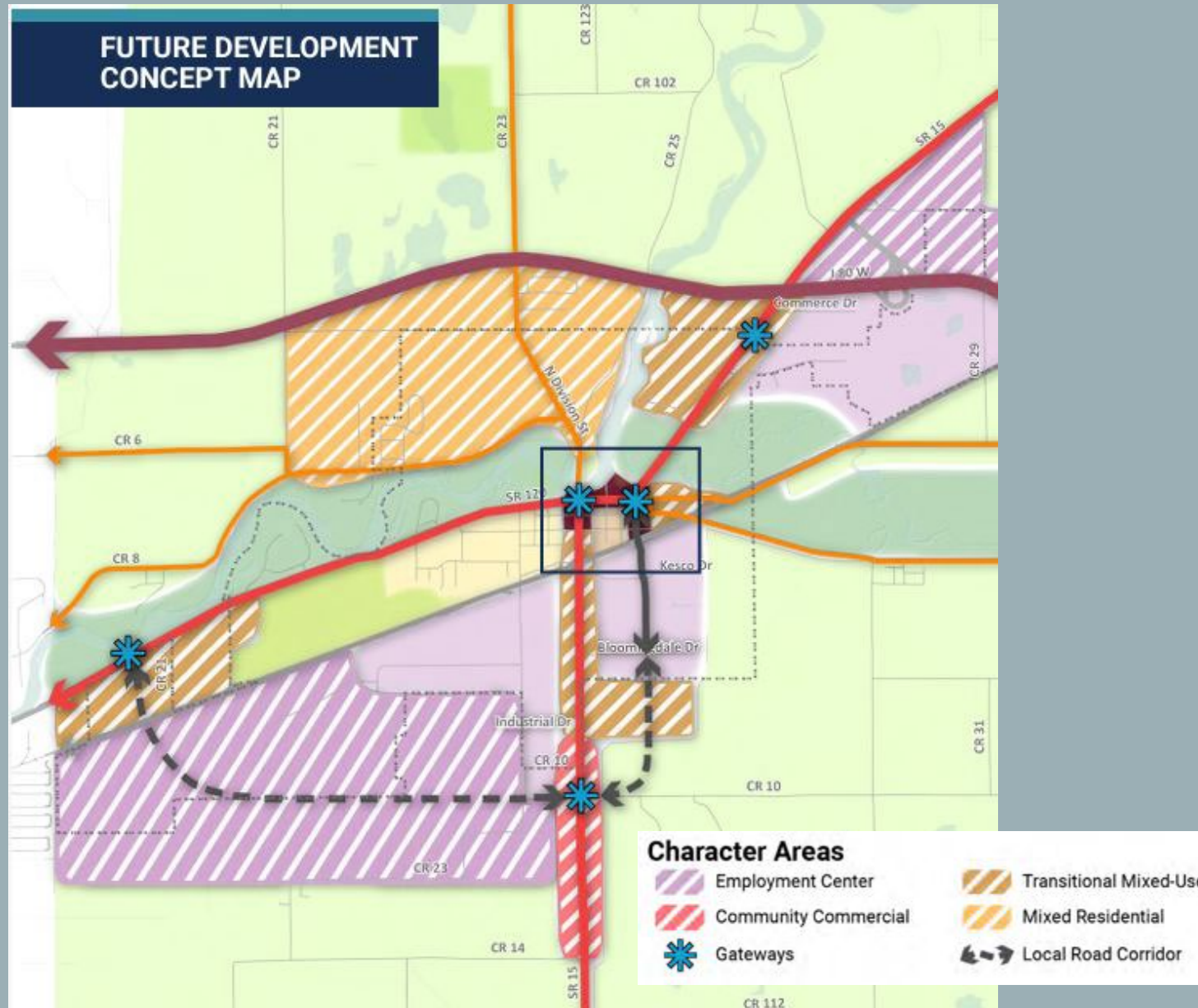
PROPERTY AERIAL

±247 acre site on
the south side of
Bristol, already
annexed into the
Town



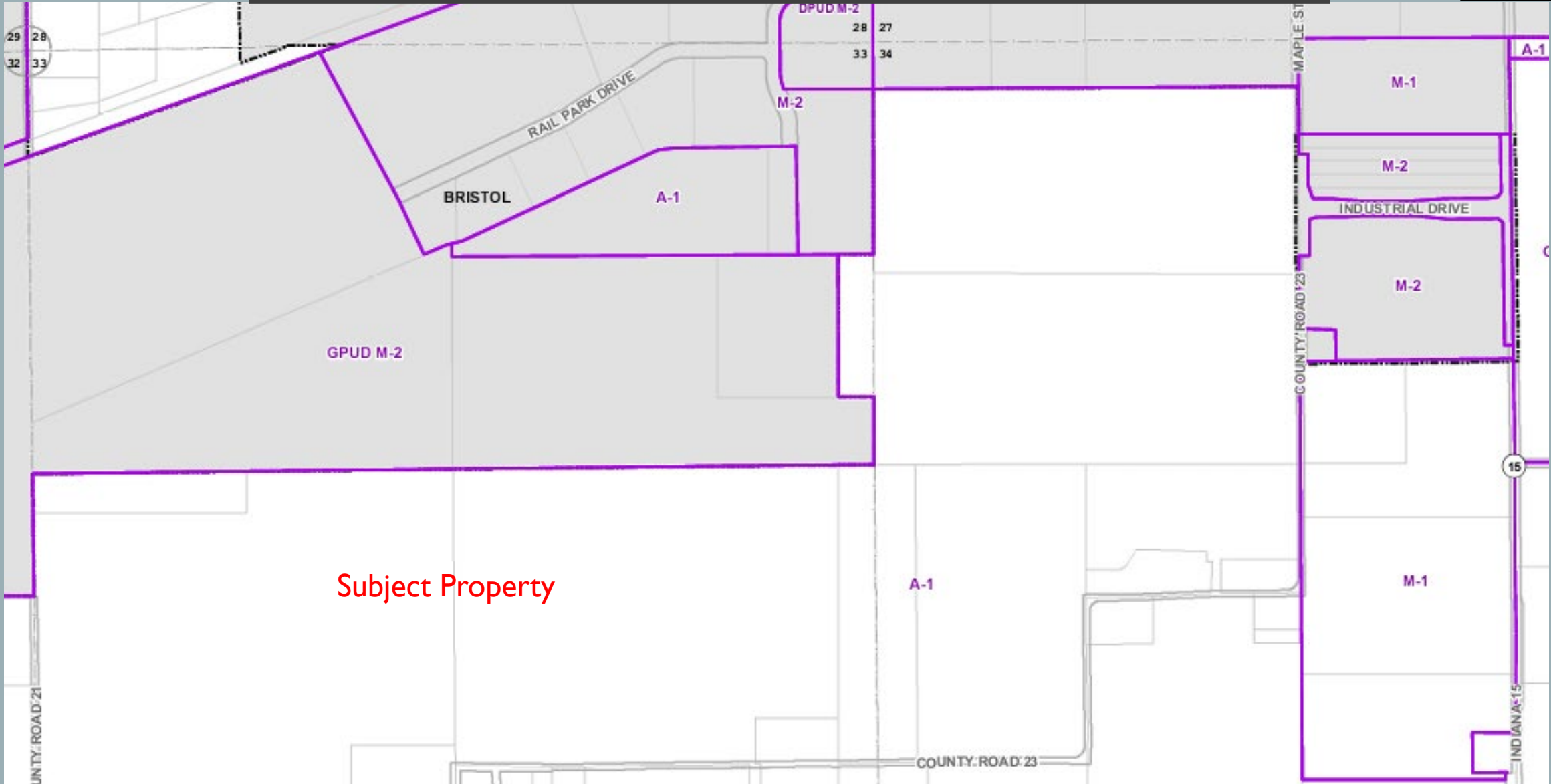
BRISTOL 2030 COMP PLAN

Designated as
Employment Center
in the recently
adopted Comp Plan.
Intended to diversify
industry sectors to
enhance resiliency.



BRISTOL ZONING MAP

Section 7, Item a.



M-2 Zoning to the north of the subject property. M-1 is less intense than M-2.

The Development Plan for the Site is a Data Center Campus

What is a Data Center?

A data center is a high-tech facility that houses IT infrastructure such as computer servers and processors for building, running, and delivering software applications and services. It also stores and manages the business-critical data and applications. Typical buildings are one or two story steel frame or concrete buildings with highly sophisticated building systems for security, air filtration, climate control, equipment cooling and fire suppression.



The definition includes...

The “Cloud,” Facebook, Instagram, Netflix, HBO Max, Apple TV, Amazon, Zoom, Microsoft, Uber, Health Records, Online Banking, File Storage & Disaster Recovery, Credit Card Transactions, Big Data Analytics, Software Testing & Development, Machine Learning and AI.

Modern society runs on data centers!

Development Plan for Site

- Total Development
 - Approximately 800,000 SF to 1.2 million SF, single story campus
 - Project entrance from north (Rail Park Drive)
 - M-1 uses limited to data center campus
 - Utilize municipal water & sewer (Town of Bristol)
- Investment (Based on \pm 1 Million Square Feet of Development)
 - Real Property: \pm \$1.0 Billion
- Job Creation
 - Approximately 125 - 150 high-quality jobs
- Project Timeline
 - Approximately 5-7 years to full build-out



Gensler

- Top Architectural Firm in World
- Founded in 1965
- 1,700+ Critical Facilities Projects
- 450 Million SF of Critical Facilities
- 175 Staff specializing in Critical Facilities
- 53 Offices around the Globe
- Innovative Design of Data Center Campuses across Five Continents

Sample Imagery

Section 7, Item a.



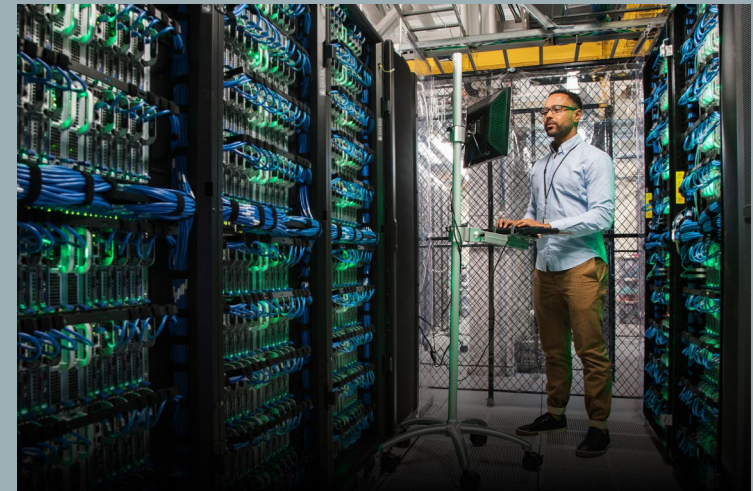
Data Centers are a Low Impact Use & Economic Powerhouse

Data Centers do NOT:

- Create much vehicular or truck traffic
- Impact local schools or parks
- Impact police, fire or emergency services

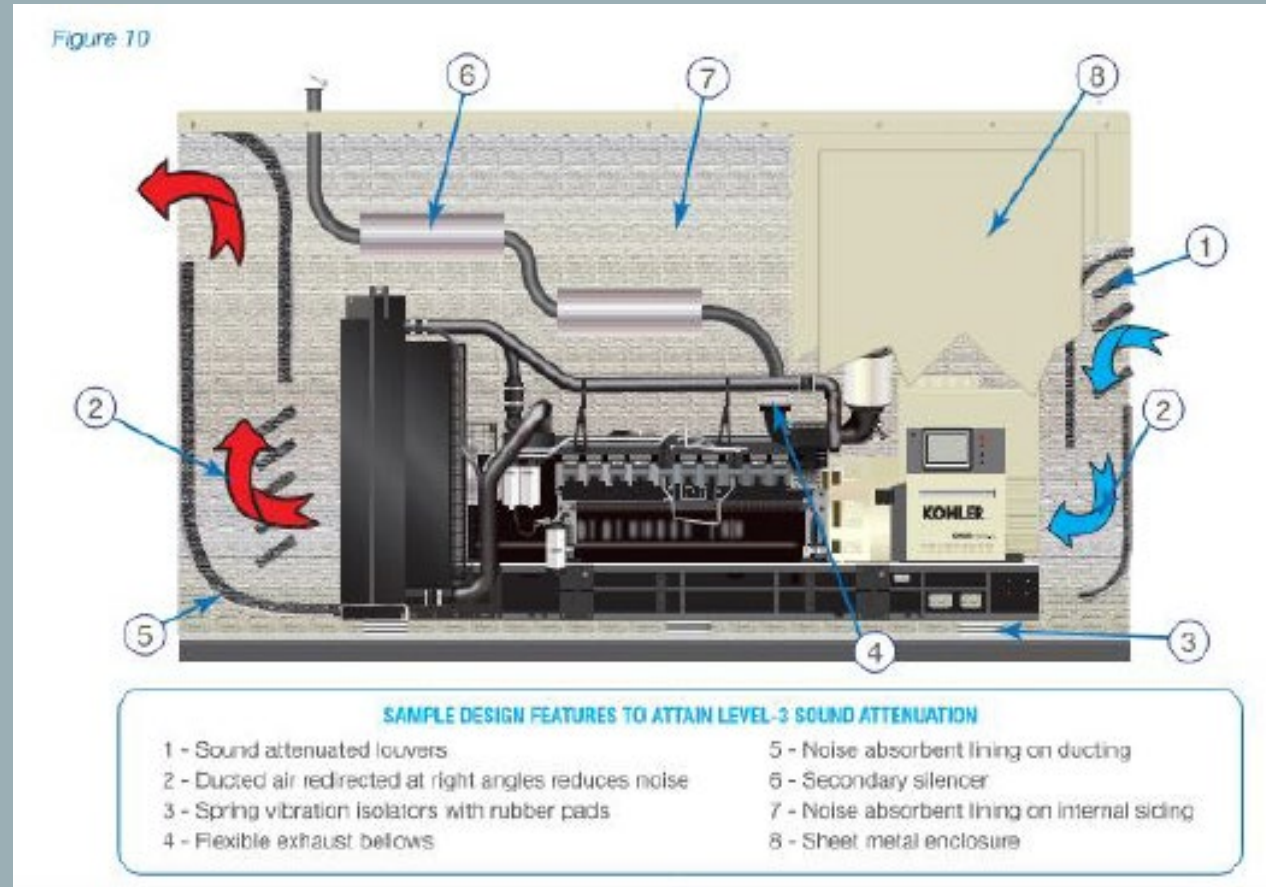
Data Centers do:

- Create a significant positive economic impact for the local jurisdiction
- Provide high-quality jobs (IT operations, mechanical & electrical engineers, systems experts, facility mgmt, etc)
- Provide high-quality construction jobs
- Enhance modern living through technology

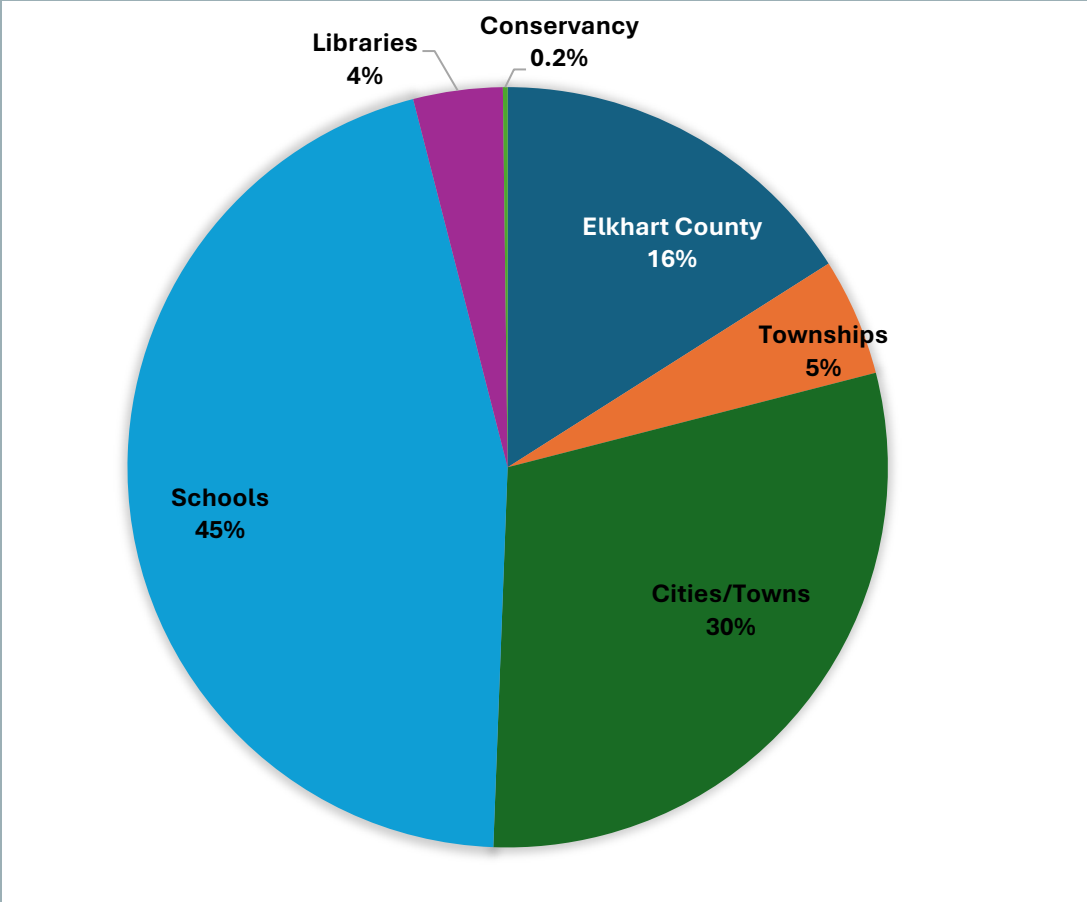


NOISE ATTENUATION

- **Generators**
 - Generator Enclosures
 - Exhaust Mufflers / Bellows
 - Noise deadening materials
 - Louvers
- **Generator Testing**
 - Industry Standard: 30 min/month
 - Industry is moving towards: 10 min/month
 - Testing hours limited to 7:00 am to 7:00 pm
- **Climate Control**
 - Physical sound attenuation if needed to include equipment selection, shielding of equipment, equipment orientation, louvers
- Additional physical measures to help attenuate noise may include building location and orientation, increased setbacks, landscaping, berms, walls and/or other measures if needed



PROPERTY TAX SUMMARY



Elkhart County 2023 Property Tax Revenue: ±\$311,423,863
Proposed project would increase this by ±\$23,000,000

SUMMARY AND BENEFITS

- Unanimous approval from Elkhart County Plan Commission
- \$1+ Billion capital investment
- Significant real estate tax revenues, approx. \$23 million per year
- Complies with the Elkhart County & Town Comprehensive Plan
- Diversifies the employment base by providing technology jobs

SUMMARY AND BENEFITS

- Creates well paying construction jobs
- Low traffic generator – limited vehicle & truck trips
- Access from the north, not CR 23
- M-I uses limited to a data center campus

**We hope that you will support this important
economic development project**

THANK YOU!



PLANNING &
DEVELOPMENT
ELKHART COUNTY

Public Services Building • 4230 Elkhart Road, Goshen, Indiana 46526
(574) 971-4678 • DPS@ElkhartCounty.com • ElkhartCountyPlanningandDevelopment.com

August 16, 2024,

Town Council of Bristol
303 E. Vistula St.
Bristol, IN 46507

Council,

The following is being submitted with a recommendation of APPROVAL at the September 5, 2024, Town Council of Bristol meeting:

- A. Petitioner: Barbara Christine Wilhelm Trustee of the Barbar Christine Wilhelm Irrevocable Lifetime Family Trust ½ INT & ETAL ½ represented by Pinnacle Properties
- Petition: for a zone map change from A-1 to M-1.
- Location: north side of CR 23, 1,875 ft north of CR 14, in Washington Township. (RZ-0445-2024)

Plan Commission Vote: Yes: 9; No: 0; Absent: 0

Remonstrators Present: Yes

Development Issues: There were concerns and questions about the following:

- Property access; only off of SR 120
- Number of employees; during construction and daily operations
- Noise; from construction activities, generators, air-conditioning units, & equipment cooling systems
- Site lighting
- Site landscaping & buffering
- Water & electric utility usage
- Ownership of the property and data center business

The Plan Commission’s approval recommendation included a condition that the area of the rezoning request could only be used as a data center campus.

Sincerely,

H. Jason Auvil
Zoning Administrator / Planning Manager

Plan Commission Staff Report

Prepared by the Department of Planning and Development

Hearing Date: August 8, 2024

Transaction Number: RZ-0445-2024.

Parcel Number(s): 20-03-33-300-001.000-031, 20-03-33-300-002.000-031, 20-03-33-300-003.000-031, 20-03-33-400-007.000-031, 20-03-33-400-016.000-031.

Existing Zoning: A-1.

Petition: for a zone map change from A-1 to M-1.

Petitioner: Barbara Christine Wilhelm, Trustee of the Barbar Christine Wilhelm Irrevocable Lifetime Family Trust 1/2 INT & ETAL 1/2 by Pinnacle Properties.

Location: north side of CR 23, 1,875 ft north of CR 14, in Washington Township.

Adjacent Zoning and Land Uses: The following table shows the zoning and current land use for the subject property and adjacent sites.

	Zoning	Current Land Use
Subject Property	A-1	Agricultural
North	M-2	Agricultural
South	A-1	Residential & Agricultural
East	A-1	Agricultural
West	A-1 & M-2	Agricultural

Site Description: The subject property consists of five (5) parcels totaling 247.20 acres, is rectangular in shape, and is currently in agricultural production. One of the parcels has a house with numerous small agricultural and accessory buildings.

History and General Notes:

- The zoning for the subject property was established as part of the original zoning on 10/30/1959.

Zoning District Purpose Statement: The M-1, Limited Manufacturing, zoning district is to accommodate less intense manufacturing, warehousing and distribution uses that are not significantly objectionable to surrounding properties in terms of truck traffic, noise, odor, smoke and other potential nuisance factors.

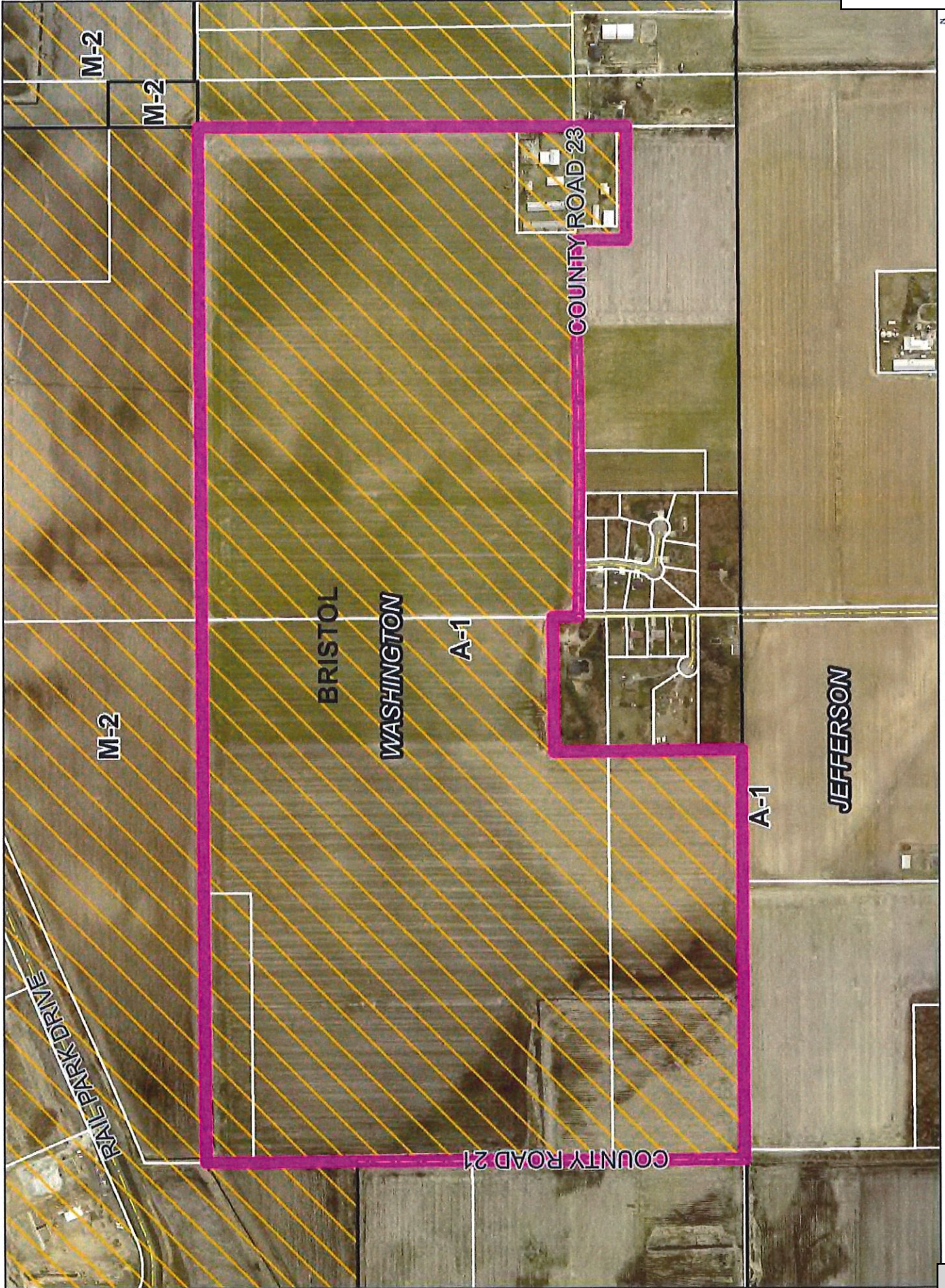
Staff Analysis: The purpose of this rezoning petition is to develop as a data center campus consisting of large commercial buildings containing servers, computers, and associated electronic equipment.

Plan Commission Staff Report (Continued)

Hearing Date: August 8, 2024

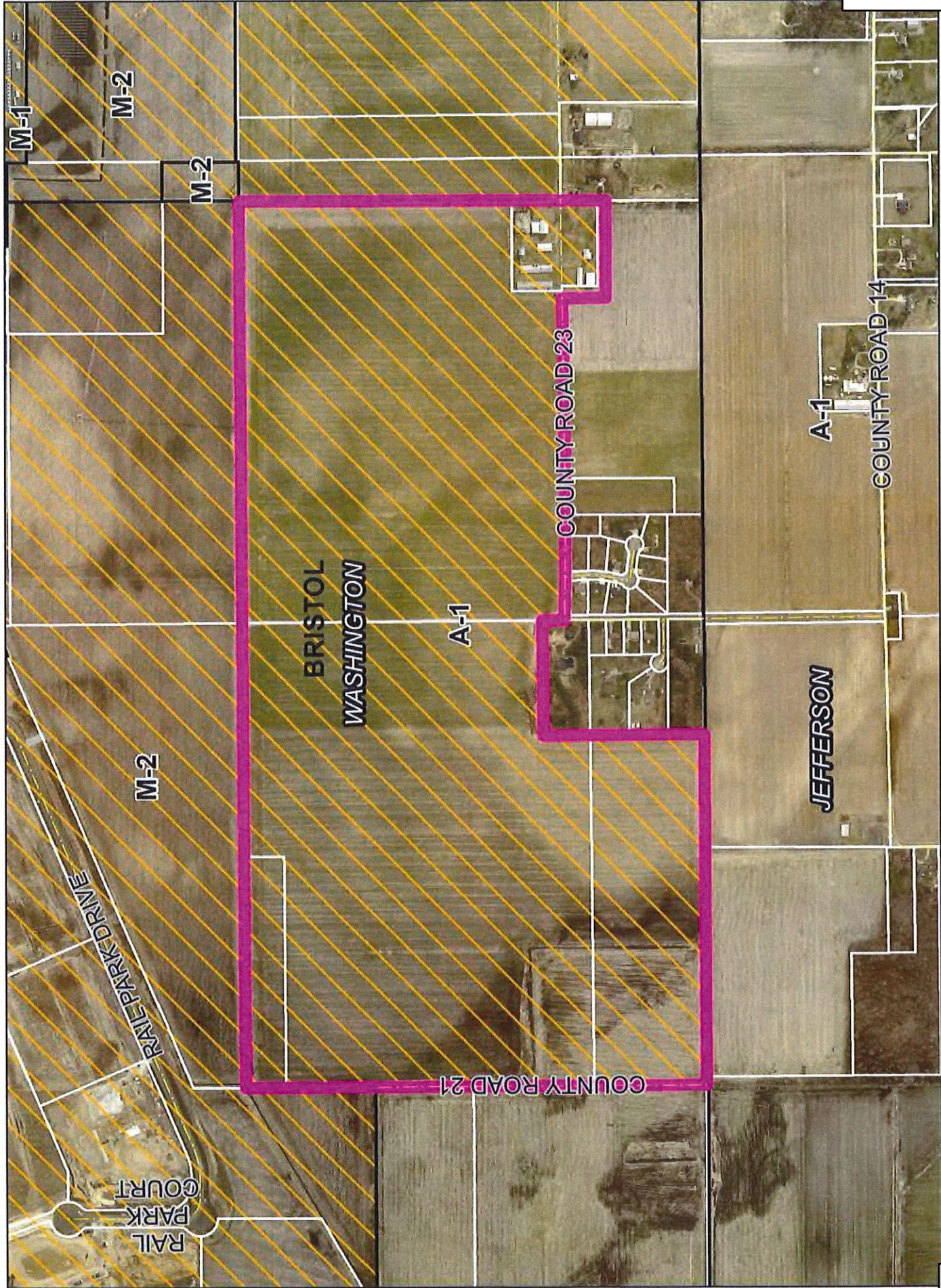
The staff, after reviewing this petition, recommends **APPROVAL** of this rezoning for the following reasons:

1. The requested Zoning Map Amendment complies with the Elkhart County Comprehensive Plan. The Elkhart County Comprehensive Plan states that industrial development should be encouraged in cities and towns, and within urban growth areas. The Bristol Comprehensive Plan shows the subject property in an employment center area designated for commercial and industrial uses.
2. The request is in character with current conditions, structures, and uses on the subject property and in its surroundings. The size of the proposed development and associated buildings will be comparable with what would be expected in a commercial or industrial area.
3. The most desirable use of the subject property is agricultural, commercial, industrial, and or any supporting and compatible uses.
4. The request conserves property values by locating a new proposed industrial use adjacent to an area zoned for industrial uses and near a large developed industrial area.
5. The proposed rezoning promotes responsible growth and development. The subject property is in industrial area inside the Town of Bristol and will utilize the Town utilities.



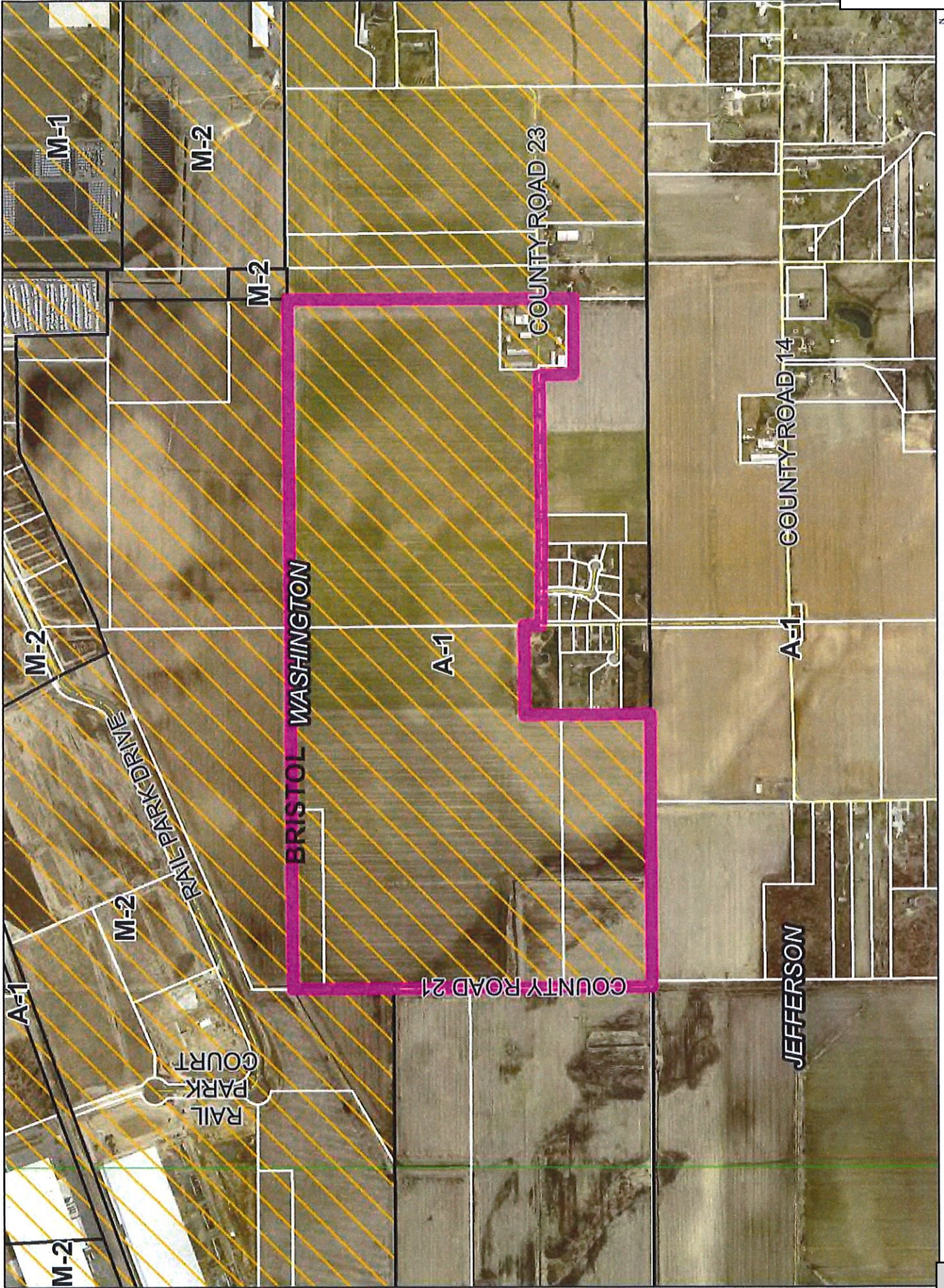
1 inch = 600 feet

RZ-0445-2024



1 inch = 700 feet

021 Aerials



1 inch = 900 feet

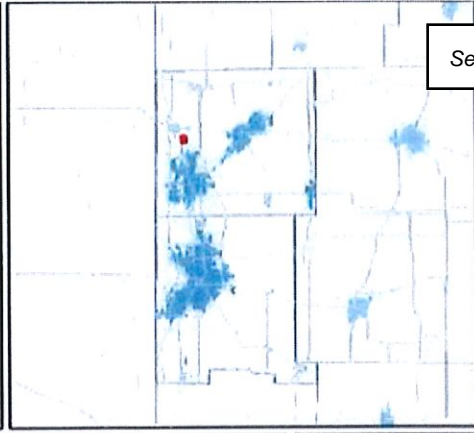
Michiana Regional GIS Website

txtSubTitle

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
- Railroad
- Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge
- Major Roads
- 1
- 10
- Primary Roads
- Secondary Roads
- Local Roads
- Rivers
- Local Roads
- SJC Street
- ELK Street
- Building Footprint
- SJC 2014 Parcel
- ELK 2014 Parcel
- Railroad

1 inch = 240.92 feet



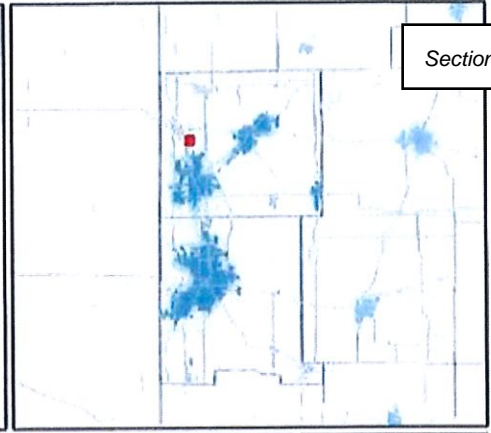
Section 7, Item a.



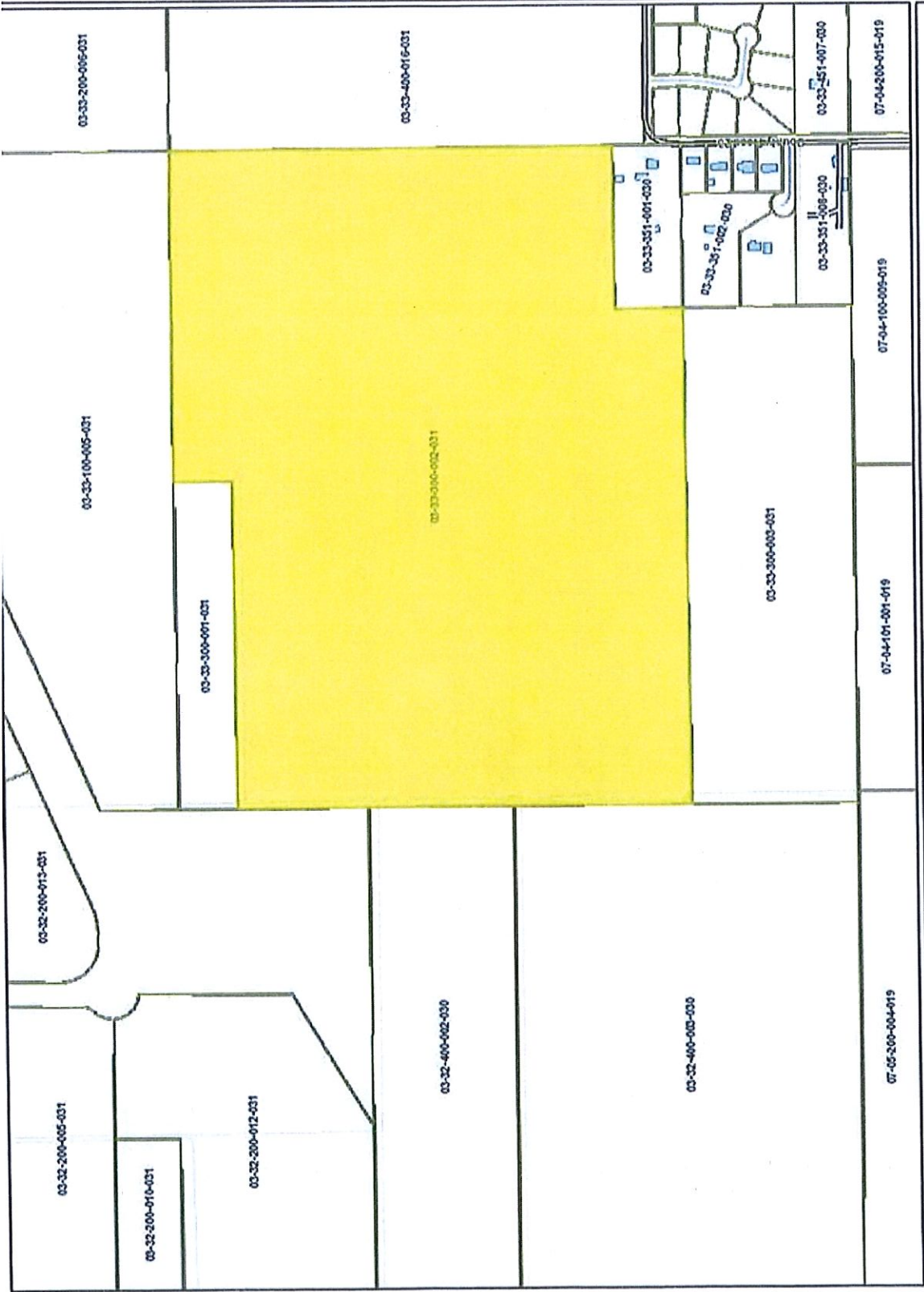
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Michiana Regional GIS Website
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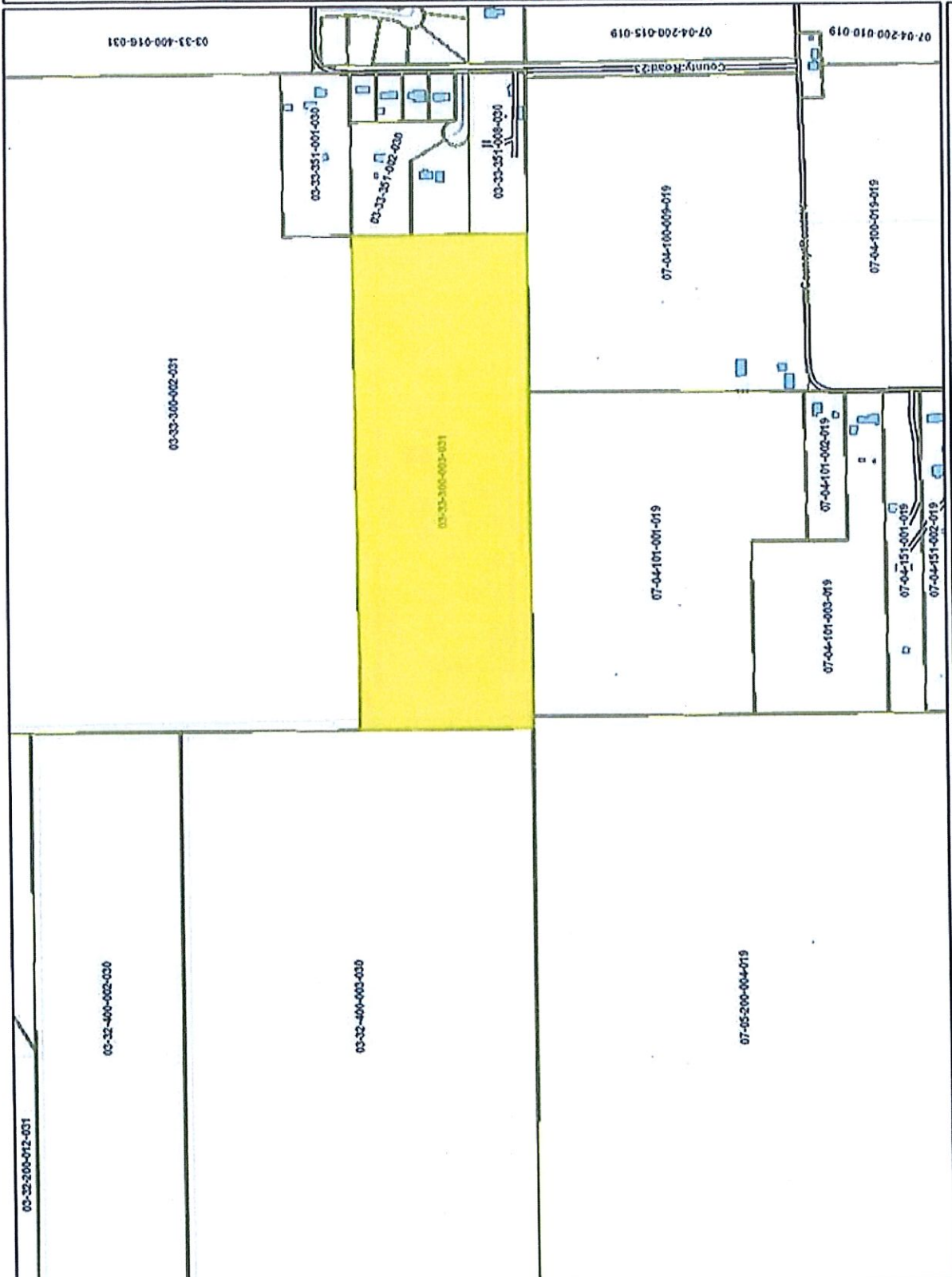
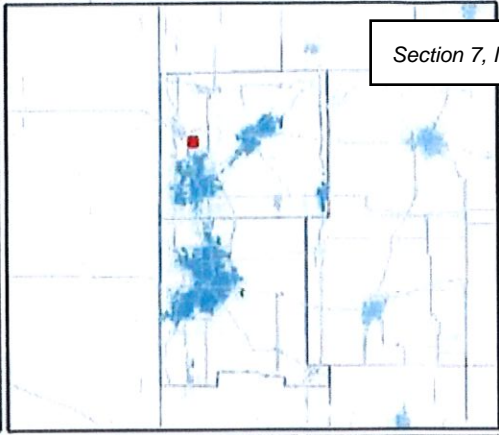
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Section 7, Item a.



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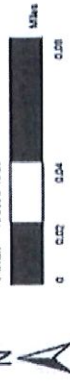
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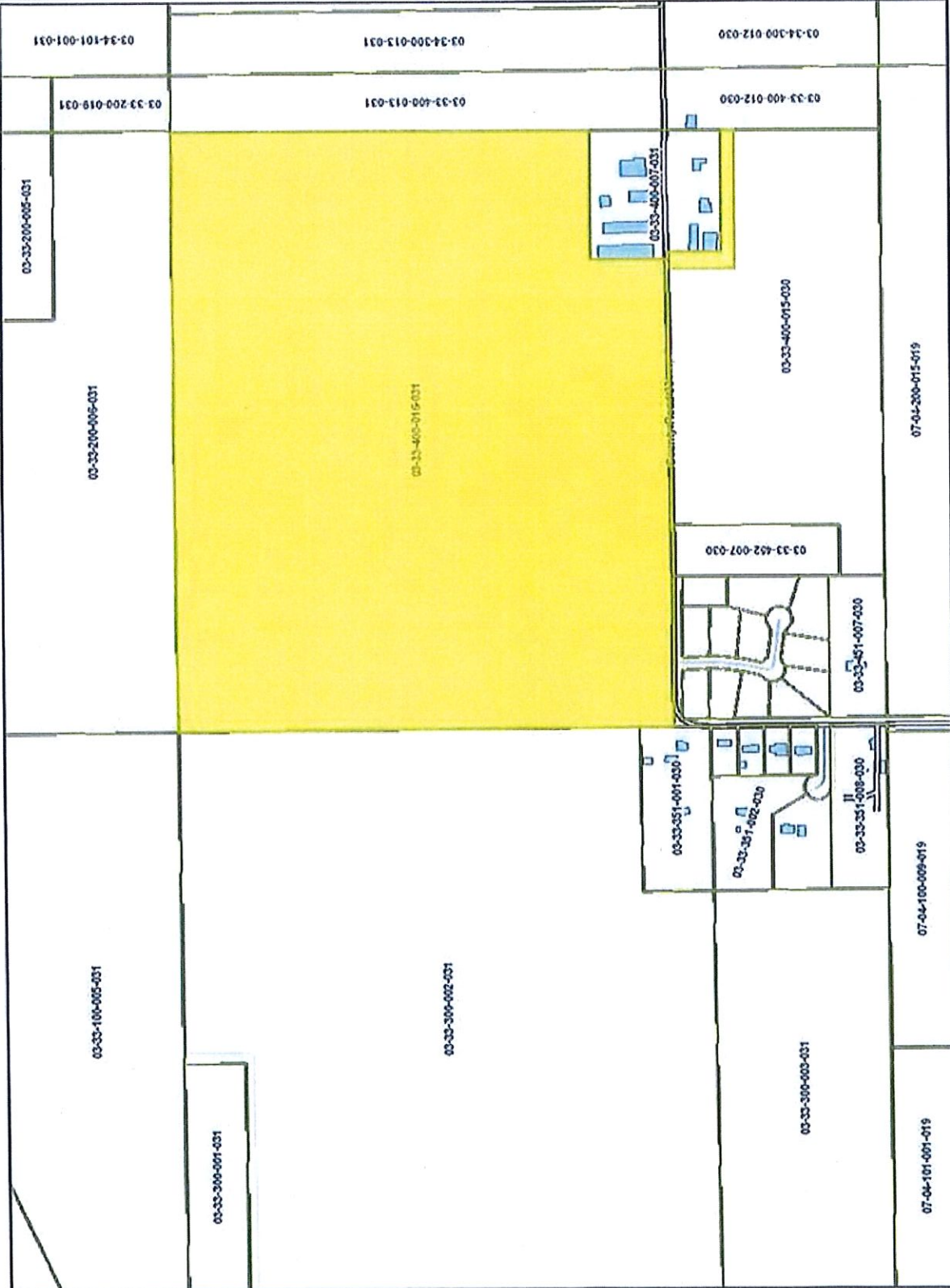
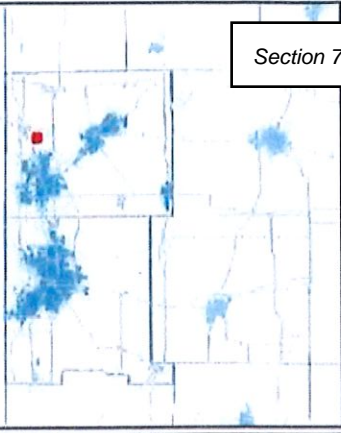
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1 Inch = 400.00 feet



Section 7, Item a.



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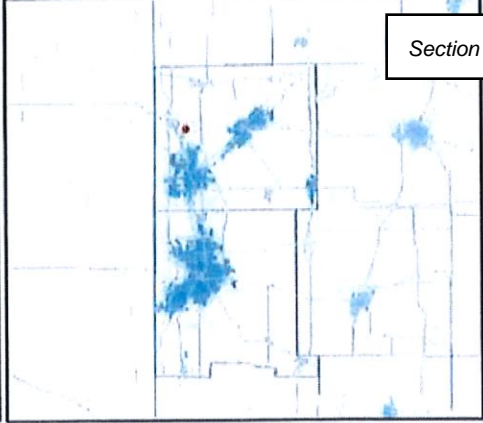
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- Local Roads
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- ELK 2014 Parcel
- Railroad

1 inch = 100.00 feet



Section 7, Item a.

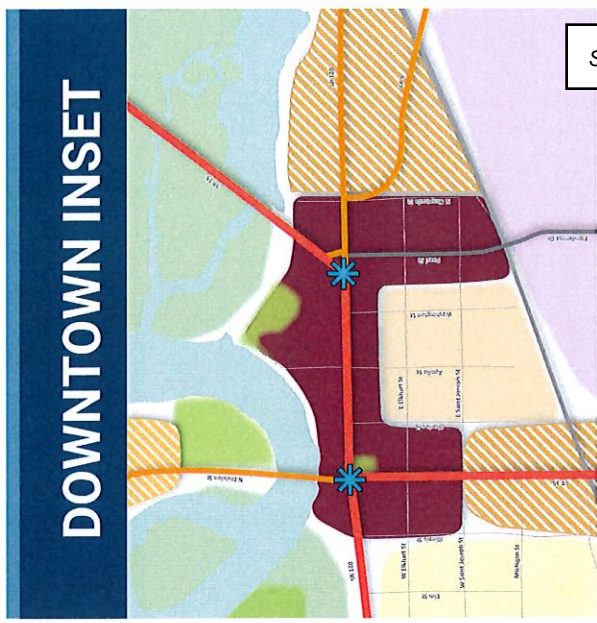
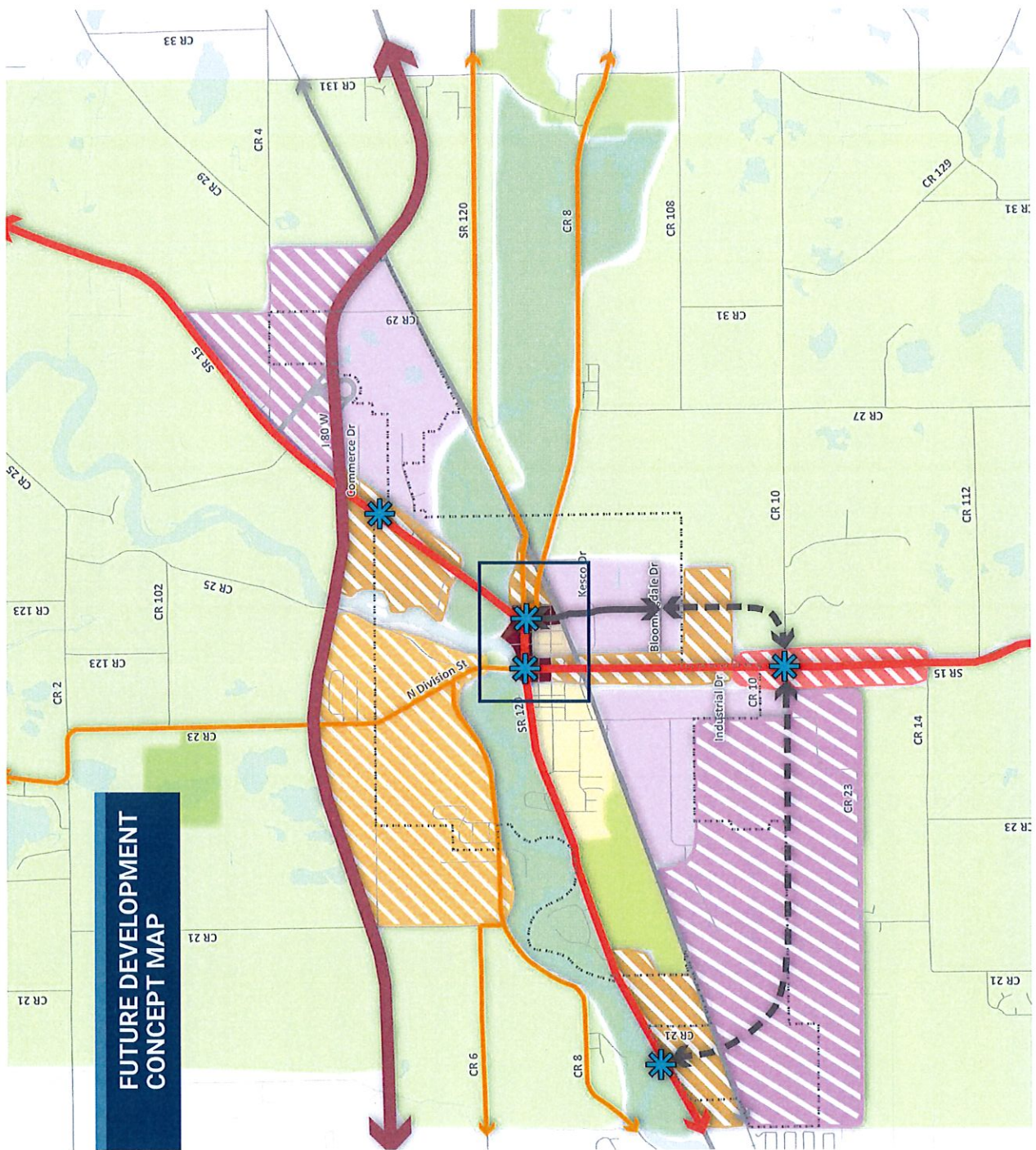


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- Character Areas**
- Employment Center
 - Community Commercial
 - Gateways
 - Transitional Mixed-Use
 - Mixed Residential
 - Local Road Corridor
- Existing Features**
- Employment Center
 - Downtown District
 - Transitional Mixed Use
 - Neighborhood Preservation
 - Floodway Conservation
 - Parks
 - Rural Management
 - Town of Bristol
 - Local Road Corridor
 - Railroad Corridor
 - Other Local Roads
 - Interstate Road Corridor
 - Arterial Road Corridor
 - Collector Road Corridor



Section 7, Item a.



Town Of Bristol
PO Box 122
Bristol, IN 46507

August 1, 2024

Elkhart County Plan Commission and Staff
117 N. 2nd Street
Goshen, Indiana

Re: Rezoning application RZ-044502924 for real property located inside the Town of Bristol

Members of the Plan Commission,

The Bristol Town Council ("Town Council") fully supports the rezoning of this land to allow for the construction of a data center. The data center is expected to bring new advanced technology-related job opportunities to our community and provide significant new business investment for the Town and the County.

The Town's staff have engaged with the data center group for several months in preliminary discussions involving general site layout options, access points, site drainage, water usage and potential noise abatement. These discussions have focused not only on infrastructure needs, but also addressing concerns presented to the Town Council by neighboring landowners about future use of this property.

The following describe the understanding of the Town Council with regards to the expected development:

Access to the site: the primary access will be on the north side of the property with a new connecting street to Rail Park.

Land use: The Town fully supports the data center use and most public comments have been supportive. The Town Council will require a commitment to a single land use to achieve approval of the rezoning to M-1.

Noise: The Town is preparing to review its noise ordinance to ensure we can protect property owners from excessive noise and better work with the data center to ensure proper noise abatement structures are included in the project.

Stormwater impact: The Town has hired JPR to complete a watershed study of the land areas south of Bristol. We are in early discussions with the County Surveyor's office on possible solutions. When the study is complete, we plan to start construction this fall of necessary drainage improvements.

Water usage: Water is often used for cooling data centers. Cooling technology options are evolving and how this data center will be cooled has not been decided. However, in our



Town Of Bristol
PO Box 122
Bristol, IN 46507

preliminary discussions, we have discussed parameters which will guide ground water use, volume of Town water availability, and wastewater treatment capacity.

Thank you for considering these comments and the Town's support for this development.

Sincerely,

A handwritten signature in cursive script that reads "Doug DeSmith".

~~Jeff Beachy~~ Doug DeSmith
Town Council President pro tempore

ORDINANCE NO. BR 9-5-2024-22

AN ORDINANCE TO AMEND ORDINANCE NO. PC 2024-04 KNOWN AS THE ELKHART COUNTY DEVELOPMENT ORDINANCE BY REZONING THE AREA OF REAL ESTATE HEREINAFTER DESCRIBED FROM A-1 TO M-1

WHEREAS, Barbara Christine Wilhelm Trustee of the Barbar Christine Wilhelm Irrevocable Lifetime Family Trust ½ INT & ETAL ½ represented by Pinnacle Properties submitted an application to rezone real estate hereinafter described from A-1 to M-1 and after proper legal notice a public hearing was held as provided by Law, and the Plan Commission did find that all elements of the Law have been met and did on 8/8/2024, recommend approval of a zone change from A-1 to M-1 and filed their recommendation with the Town Council of Bristol, Indiana.

BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF BRISTOL, INDIANA THAT:

Legal Description

See Attachment "A"

BE rezoned from A-1 to M-1 effective immediately, and the zone maps dated February 28, 2024, and made a part of Section 158.01(D)(2), of the Elkhart County Development Ordinance as amended and hereby ordered amended and changed to reflect the said rezoning of said real estate with the following commitment;

- The area described in Attachment "A" can only be used as a data center campus.

ADOPTED BY THE TOWN COUNCIL OF BRISTOL, INDIANA THIS 5th DAY OF SEPTEMBER 2024.

By
Jeff Beachy

By
Cathy Burke

By
Gregg Tuholski

By
Dean Rentfrow

By
Doug DeSmith

Attest: _____
Cathy Antonelli, Clerk-Treasurer

Prepared and affirmed by H. Jason Auvil, 4230 Elkhart Rd., Goshen, IN 46526 under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by laws

Attachment A

The Southeast Quarter of Section 33, Township 38 North, Range 6 East, Washington Township, Town of Bristol, Indiana except the East 226 feet thereof, said exemption East of the centerline of an existing ditch, also excepting all that portion of said Southeast Quarter lying South of the centerline of County Road 23, also the Southwest Quarter of said Section 33, except the East 660 feet of the South 927 feet thereof.

Containing 250 acres more or less subject to any and all easements of record, and to the rights of the public for roadway or county drainage purposes.

Parcel Numbers:

- 20-03-33-300-001.000-031
- 20-03-33-300-002.000-031
- 20-03-33-300-003.000-031
- 20-03-33-400-016.000-031
- 20-03-33-400-007.000-031

APPLICATION AND CERTIFICATE FOR PAYMENT

A/A DOCUMENT G 702

PAGE ONE OF 2 PAGES

Contractor: Town of Bristol
 PO Box 122
 Bristol, IN 46507
 Subcontractor: Niblock Excavating
 PO Box 211
 Bristol, IN 46507

PROJECT: 2023-1 Community Crossings Project
 Maple Street
 APPLICATION NO: FOUR (4)
 INVOICE NO: 12126
 INVOICE DATE: August 29, 2024
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

VIA (ENGINEER):
 Jones Petrie Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

CONTRACT DATE: June 1, 2023

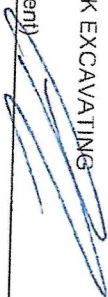
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	TOTAL \$	-	
Approved this month			
Number	Date Approved		
TOTALS:		\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

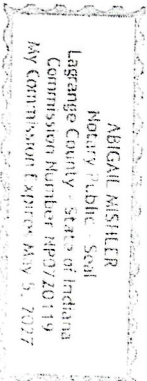


Application is made for Payment, is shown below, in connection with the Contract. Continuation Sheet showing, SCHEDULE OF VALUES, is attached.

1. ORIGINAL CONTRACT SUM \$ 965,387.50
2. Net change by Change Orders \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 965,387.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 965,387.50
5. RETAINAGE:
 - a. 10% of Completed Work \$ 96,538.75
 - b. 10% of Stored Material \$ -
 Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values) \$ 96,538.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 868,848.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 759,658.05
8. CURRENT PAYMENT DUE \$ 109,190.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 96,538.75

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 29th day of August, 2024
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED:

\$109,190.70

(attach explanation if amount certified differs from the amount applied for)
 ARCHITECT: *Michael J. [Signature]*
 By: *Michael J. [Signature]*
 This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, has a contractor's signed certification attached. Calculations below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G 703

PAGE 2 OF 2 PAGES

APPLICATION NUMBER: FOUR (4)
 APPLICATION DATE: 8/29/2024
 PERIOD TO: ARCHITECT'S PROJECT NUMBER:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	D		E		F	G	%	H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)					
From Industrial to Legion											
1.01	Mobilization and Demobilization	13,750.00	13,750.00	-	-	-	13,750.00	100%	-	1,375.00	
1.02	Maintaining Traffic	9,500.00	9,500.00	-	-	-	9,500.00	100%	-	950.00	
1.03	Construction Engineering	9,950.00	9,950.00	-	-	-	9,950.00	100%	-	995.00	
1.04	Clearing Right of Way	15,000.00	15,000.00	-	-	-	15,000.00	100%	-	1,500.00	
1.05	Excavation, Common	42,750.00	42,750.00	-	-	-	42,750.00	100%	-	4,275.00	
1.07	Tree, Remove, 60 in.	6.00	6.00	-	-	-	6.00	100%	-	0.60	
1.08	Milling, Asphalt, 1 1/2 in.	18,500.00	18,500.00	-	-	-	18,500.00	100%	-	1,850.00	
1.09	Milling, Asphalt Approach, 1 1/2 in.	1,187.50	1,187.50	-	-	-	1,187.50	100%	-	118.75	
1.10	Sign, Sheet, Remove	550.00	550.00	-	-	-	550.00	100%	-	55.00	
1.11	Erosion Control	2,500.00	2,500.00	-	-	-	2,500.00	100%	-	250.00	
1.12	Compacted Aggregate, No. 53	44,625.00	44,625.00	-	-	-	44,625.00	100%	-	4,462.50	
1.13	Compacted Aggregate, No. 73	9,750.00	9,750.00	-	-	-	9,750.00	100%	-	975.00	
1.15	No. 4 Stone for Trench Drain	17,150.00	17,150.00	-	-	-	17,150.00	100%	-	1,715.00	
1.16	HMA, 2, 64, Surface 9.5 mm	84,360.00	84,360.00	-	-	-	84,360.00	100%	-	8,436.00	
1.17	HMA, 2, 64, Intermediate 19.0 mm	36,200.00	36,200.00	-	-	-	36,200.00	100%	-	3,620.00	
1.18	HMA for Approach, Type B	77,995.00	77,995.00	-	-	-	77,995.00	100%	-	7,799.50	
1.19	Joint Adhesive, Surface	6,665.00	6,665.00	-	-	-	6,665.00	100%	-	666.50	
1.20	Joint Adhesive, Intermediate	2,925.00	2,925.00	-	-	-	2,925.00	100%	-	292.50	
1.21	Liquid Asphalt Sealant	2,925.00	2,925.00	-	-	-	2,925.00	100%	-	292.50	
1.22	Widening with HMA, Type B	225.00	225.00	-	-	-	225.00	100%	-	22.50	
1.24	Asphalt for Tack Coat	35,280.00	35,280.00	-	-	-	35,280.00	100%	-	3,528.00	
1.25	Cracks in Asphalt Pavement, Fill	2,700.00	2,700.00	-	-	-	2,700.00	100%	-	270.00	
1.26	Pipe, 12 in., HDPE, Perforated	8,400.00	8,400.00	-	-	-	8,400.00	100%	-	840.00	
1.32	Geotextile for Trench Drain	2,080.00	2,080.00	-	-	-	2,080.00	100%	-	208.00	
1.33	Mobilization and Demobilization for Seeding	550.00	550.00	-	-	-	550.00	100%	-	55.00	
1.34	Mulched Seeding, Type 'R'	7,000.00	7,000.00	-	-	-	7,000.00	100%	-	700.00	
1.35	Line, Paint, Solid, White, 4 in.	5,737.50	5,737.50	-	-	-	5,737.50	100%	-	573.75	
1.36	Line, Thermoplastic, Solid, Yellow, 4 in.	6,957.50	6,957.50	-	-	-	6,957.50	100%	-	695.75	
1.40	Line, Thermoplastic, Solid, White, 4 in.	770.00	770.00	-	-	-	770.00	100%	-	77.00	
1.41	Line, Thermoplastic, Solid, Yellow, 8 in.	1,800.00	1,800.00	-	-	-	1,800.00	100%	-	180.00	
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	1,937.50	1,937.50	-	-	-	1,937.50	100%	-	193.75	
1.43	Transverse Marking, Thermoplastic, Stop Line, White	1,000.00	1,000.00	-	-	-	1,000.00	100%	-	100.00	
1.44	Pavement Message Marking, Thermoplastic, Lane Arrow	1,250.00	1,250.00	-	-	-	1,250.00	100%	-	125.00	
1.45	Sign, Ground Mounted, Reset	470.00	470.00	-	-	-	470.00	100%	-	47.00	
1.46	Sign Post, Square, Type '1', Unreinforced Anchor B	2,880.00	2,880.00	-	-	-	2,880.00	100%	-	288.00	
1.47	Sign, Sheet, with Legend, 0.100 in., Section Corner Monument, Remove and Replace	805.00	805.00	-	-	-	805.00	100%	-	80.50	
1.48	Total From Industrial to Legion	479,381.00	479,381.00	-	-	-	479,381.00	100%	-	47,938.10	
1.50	Total From Industrial to Legion	479,381.00	479,381.00	-	-	-	479,381.00	100%	-	47,938.10	
From Depot to Indiana											
2.01	Mobilization and Demobilization	10,500.00	10,500.00	-	-	-	10,500.00	100%	-	1,050.00	
2.02	Maintaining Traffic	8,500.00	8,500.00	-	-	-	8,500.00	100%	-	850.00	
2.03	Construction Engineering	9,950.00	9,950.00	-	-	-	9,950.00	100%	-	995.00	
2.04	Clearing Right of Way	3,250.00	3,250.00	-	-	-	3,250.00	100%	-	325.00	

Section 8, Item a.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT has a factor's signed Certification attached. Variations below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G 703

PAGE 2 OF 2 PAGES

APPLICATION NUMBER: FOUR (4)
 APPLICATION DATE: 8/29/2024
 PERIOD TO: 8/29/2024

ARCHITECT'S PROJECT NUMBER:

ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	D		E	F	G	%	H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
2.05	Excavation, Common	30,780.00	30,780.00	-	-	-	30,780.00	100%	-	3,078.00
2.06	Remove, Full Depth PCCP	4,462.50	4,462.50	-	-	-	4,462.50	100%	-	446.25
2.07	Tree, Remove, 60 in.	1.00	1.00	-	-	-	1.00	100%	-	0.10
2.08	Milling, Asphalt, 1 1/2 in.	7,812.50	7,812.50	-	-	-	7,812.50	100%	-	781.25
2.10	Sign, Sheet, Remove	2,100.00	2,100.00	-	-	-	2,100.00	100%	-	210.00
2.11	Erosion Control	1,500.00	1,500.00	-	-	-	1,500.00	100%	-	150.00
2.12	Compacted Aggregate, No. 53	26,987.50	26,987.50	-	-	-	26,987.50	100%	-	2,698.75
2.13	Dense Graded Subbase	9,425.00	9,425.00	-	-	-	9,425.00	100%	-	942.50
2.14	HMA, 2.64, Intermediate 19.0 mm	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	120.00
2.16	HMA, 2.64, Surface 9.5 mm	43,200.00	43,200.00	-	-	-	43,200.00	100%	-	4,320.00
2.17	HMA, 2.64, Base 25.0 mm	20,000.00	20,000.00	-	-	-	20,000.00	100%	-	2,000.00
2.18	Joint Adhesive, Surface	40,375.00	40,375.00	-	-	-	40,375.00	100%	-	4,037.50
2.20	Joint Adhesive, Intermediate	958.75	958.75	-	-	-	958.75	100%	-	95.88
2.21	Liquid Asphalt Sealant	195.00	195.00	-	-	-	195.00	100%	-	19.50
2.22	HMA Patching Full Depth, Type B	73.75	73.75	-	-	-	73.75	100%	-	7.38
2.23	Asphalt for Truck Coat	15,000.00	15,000.00	-	-	-	15,000.00	100%	-	1,500.00
2.26	Cracks in Asphalt Pavement, Fill	1,320.00	1,320.00	-	-	-	1,320.00	100%	-	132.00
2.27	Guardrail End Treatment, Flared	1,000.00	1,000.00	-	-	-	1,000.00	100%	-	100.00
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 12.5 ft.	940.00	940.00	-	-	-	940.00	100%	-	94.00
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	9,100.00	9,100.00	-	-	-	9,100.00	100%	-	910.00
2.30	Guardrail Reflector	4,350.00	4,350.00	-	-	-	4,350.00	100%	-	435.00
2.31	PCCP for Approaches, 6 in.	420.00	420.00	-	-	-	420.00	100%	-	42.00
2.34	Mobilization and Demobilization for Seeding	4,275.00	4,275.00	-	-	-	4,275.00	100%	-	427.50
2.36	Mulched Seeding, Type 'U'	550.00	550.00	-	-	-	550.00	100%	-	55.00
2.37	Topsoil, Undistributed, 6 in.	4,500.00	4,500.00	-	-	-	4,500.00	100%	-	450.00
2.38	Line, Paint, Solid White, 4 in.	21,250.00	21,250.00	-	-	-	21,250.00	100%	-	2,125.00
2.39	Line, Paint, Solid White, 6 in.	2,287.50	2,287.50	-	-	-	2,287.50	100%	-	228.75
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	85.50	85.50	-	-	-	85.50	100%	-	8.55
2.44	Transverse Marking, Thermoplastic, Stop Line, Whit	3,507.50	3,507.50	-	-	-	3,507.50	100%	-	350.75
2.46	Sign, Ground Mounted, Reset	240.00	240.00	-	-	-	240.00	100%	-	24.00
2.47	Sign Post, Square, Type '1', Unreinforced Anchor B	705.00	705.00	-	-	-	705.00	100%	-	70.50
2.48	Sign, Sheet, with Legend, 0 100 in.,	2,310.00	2,310.00	-	-	-	2,310.00	100%	-	231.00
2.49	Fence, Chain Link, Reset	20,250.00	20,250.00	-	-	-	20,250.00	100%	-	2,025.00
2.50	Section Corner Monument, Remove and Replace	1,250.00	1,250.00	-	-	-	1,250.00	100%	-	125.00
	Total from Depot to Indiana	324,811.50	243,571.00	78,240.50	-	-	324,811.50	100%	-	32,181.15
3.01	Mobilization and Demobilization	5,500.00	5,500.00	-	-	-	5,500.00	100%	-	550.00
3.02	Maintaining Traffic	10,500.00	10,500.00	-	-	-	10,500.00	100%	-	1,050.00
3.03	Construction Engineering	5,000.00	5,000.00	-	-	-	5,000.00	100%	-	500.00
3.05	Excavation, Common	3,562.50	3,562.50	-	-	-	3,562.50	100%	-	356.25
3.06	Remove, Full Depth PCCP	2,187.50	2,187.50	-	-	-	2,187.50	100%	-	218.75
3.08	Milling, Asphalt, 1 1/2 in.	7,250.00	7,250.00	-	-	-	7,250.00	100%	-	725.00
3.09	Milling, Asphalt Approach, 1 1/2 in.	625.00	625.00	-	-	-	625.00	100%	-	62.50
3.10	Sign, Sheet, Remove	325.00	325.00	-	-	-	325.00	100%	-	32.50

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT has a factor's signed Certification attached. Relations below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G-703

APPLICATION NUMBER: FOUR (4)
 APPLICATION DATE: 8/29/2024
 PERIOD TO: ARCHITECT'S PROJECT NUMBER:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	D		E		F	G		H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		% (G / C)	BALANCE TO FINISH (C - G)		
3.11	Erosion Control	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	100%	\$ -	\$ 50.00	
3.12	Compacted Aggregate, No. 53	\$ 6,375.00	\$ 6,375.00	\$ -	\$ -	\$ -	\$ 6,375.00	100%	\$ -	\$ 637.50	
3.13	Compacted Aggregate, No. 73	\$ 6,825.00	\$ 6,825.00	\$ -	\$ -	\$ -	\$ 6,825.00	100%	\$ -	\$ 682.50	
3.14	Dense Graded Subbase	\$ 2,520.00	\$ 2,520.00	\$ -	\$ -	\$ -	\$ 2,520.00	100%	\$ -	\$ 252.00	
3.16	HMA, 2, 64, Surface 9.5 mm	\$ 39,600.00	\$ 39,600.00	\$ -	\$ -	\$ -	\$ 39,600.00	100%	\$ -	\$ 3,960.00	
3.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	100%	\$ -	\$ 1,050.00	
3.18	HMA, 2, 64, Base 25.0 mm	\$ 16,625.00	\$ 16,625.00	\$ -	\$ -	\$ -	\$ 16,625.00	100%	\$ -	\$ 1,662.50	
3.19	HMA for Approach, Type B	\$ 3,720.00	\$ 3,720.00	\$ -	\$ -	\$ -	\$ 3,720.00	100%	\$ -	\$ 372.00	
3.20	Joint Adhesive, Surface	\$ 910.00	\$ 910.00	\$ -	\$ -	\$ -	\$ 910.00	100%	\$ -	\$ 91.00	
3.22	Liquid Asphalt Sealant	\$ 70.00	\$ 70.00	\$ -	\$ -	\$ -	\$ 70.00	100%	\$ -	\$ 7.00	
3.23	HMA Patching Full Depth, Type B	\$ 17,400.00	\$ 17,400.00	\$ -	\$ -	\$ -	\$ 17,400.00	100%	\$ -	\$ 1,740.00	
3.25	Asphalt for Tack Coat	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00	
3.26	Cracks in Asphalt Pavement, Fill	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 100.00	
3.31	PCCP for Approaches, 6 in.	\$ 11,875.00	\$ 11,875.00	\$ -	\$ -	\$ -	\$ 11,875.00	100%	\$ -	\$ 1,187.50	
3.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 550.00	100%	\$ -	\$ 55.00	
3.35	Mulched Seeding, Type 'U'	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	100%	\$ -	\$ 280.00	
3.44	Transverse Marking, Thermoplastic, Stop Line, White	\$ 560.00	\$ 560.00	\$ -	\$ -	\$ -	\$ 560.00	100%	\$ -	\$ 56.00	
3.46	Sign, Ground Mounted, Reset	\$ 1,880.00	\$ 1,880.00	\$ -	\$ -	\$ -	\$ 1,880.00	100%	\$ -	\$ 188.00	
3.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	100%	\$ -	\$ 360.00	
3.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 735.00	\$ 735.00	\$ -	\$ -	\$ -	\$ 735.00	100%	\$ -	\$ 73.50	
	Total from Indiana to SR 120	\$ 164,195.00	\$ 154,070.00	\$ -	\$ 10,125.00	\$ -	\$ 164,195.00	100%	\$ -	\$ 16,419.50	
	TOTAL	\$ 965,387.50	\$ 844,064.50	\$ -	\$ 121,323.00	\$ -	\$ 965,387.50	100%	\$ -	\$ 96,538.75	

Section 8, Item a.

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Item	Description	Bid Quantity	Units	Unit Price	Total	Pay App. No. 1 (Aug. 30)		Pay App. No. 2 (Nov. 9)		Pay App. No. 3 (Jan. 3)		Pay App. No. 4		TOTAL TO DATE	
						Qty changed	Amount Charged	Qty changed	Amount Charged	Qty changed	Amount Charged	Qty changed	Amount Charged	QTY	AMNT
104	Mobilization and Demobilization	1	LS	\$ 13,750.00	\$ 13,750.00	0.75	\$ 10,312.50	0.25	\$ 3,437.50	-	\$ -	1.00	\$ 13,750.00	1.00	\$ 13,750.00
105	Maintenance Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.15	\$ 1,425.00	0.85	\$ 8,075.00	-	\$ -	1.00	\$ 9,500.00	1.00	\$ 9,500.00
106	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	0.15	\$ 1,492.50	0.85	\$ 7,457.50	-	\$ -	1.00	\$ 9,950.00	1.00	\$ 9,950.00
107	Excavation, Common	1,500	CYS	\$ 15,000.00	\$ 15,000.00	0.75	\$ 11,250.00	0.75	\$ 3,750.00	-	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
108	Tree, Remove, 60 in.	6	EA	\$ 28.50	\$ 42,750.00	-	\$ -	1,500.00	\$ 42,750.00	-	\$ -	1,500.00	\$ 42,750.00	6.00	\$ 42,750.00
109	Milling, Asphalt 1 1/2 in.	7,400	SYS	\$ 2.50	\$ 18,500.00	6.00	\$ 6.00	7,400.00	\$ 18,500.00	-	\$ -	6.00	\$ 18,500.00	6.00	\$ 18,500.00
110	Milling, Asphalt Approach, 1 1/2 in.	475	SYS	\$ 2.50	\$ 1,187.50	-	\$ -	475.00	\$ 1,187.50	-	\$ -	475.00	\$ 1,187.50	475.00	\$ 1,187.50
111	Erosion Control	1	EA	\$ 550.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
112	Compacted Aggregate, No. 53	1,050	TON	\$ 42.50	\$ 44,625.00	-	\$ -	1,050.00	\$ 44,625.00	-	\$ -	1,050.00	\$ 44,625.00	1,050.00	\$ 44,625.00
113	Compacted Aggregate, No. 73	150	TON	\$ 65.00	\$ 9,750.00	-	\$ -	150.00	\$ 9,750.00	-	\$ -	150.00	\$ 9,750.00	150.00	\$ 9,750.00
115	No. 4 Stone for French Drain	245	TON	\$ 70.00	\$ 17,150.00	-	\$ -	245.00	\$ 17,150.00	-	\$ -	245.00	\$ 17,150.00	245.00	\$ 17,150.00
116	HMA 2.64, Surface 9.5 mm	703	TON	\$ 120.00	\$ 84,360.00	-	\$ -	703.00	\$ 84,360.00	-	\$ -	703.00	\$ 84,360.00	703.00	\$ 84,360.00
117	HMA 2.64, Intermediate 19.0 mm	362	TON	\$ 100.00	\$ 36,200.00	-	\$ -	362.00	\$ 36,200.00	-	\$ -	362.00	\$ 36,200.00	362.00	\$ 36,200.00
118	HMA 2.64, Base 25.0 mm	821	TON	\$ 95.00	\$ 77,995.00	-	\$ -	821.00	\$ 77,995.00	-	\$ -	821.00	\$ 77,995.00	821.00	\$ 77,995.00
119	HMA for Approach, Type B	43	TON	\$ 155.00	\$ 6,665.00	-	\$ -	43.00	\$ 6,665.00	-	\$ -	43.00	\$ 6,665.00	43.00	\$ 6,665.00
120	Joint Adhesive, Intermediate	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	4,500.00	\$ 2,925.00
121	Joint Adhesive, Intermediate	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	4,500.00	\$ 2,925.00
122	Liquid Asphalt Sealant	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	4,500.00	\$ 2,925.00
124	Widening with HMA, Type B	4,500	LFT	\$ 0.05	\$ 225.00	-	\$ -	4,500.00	\$ 225.00	-	\$ -	4,500.00	\$ 225.00	4,500.00	\$ 225.00
125	Asphalt for Truck Coat	294	TON	\$ 120.00	\$ 35,280.00	-	\$ -	294.00	\$ 35,280.00	-	\$ -	294.00	\$ 35,280.00	294.00	\$ 35,280.00
126	Cracks in Asphalt Pavement, Fill	9,000	SYS	\$ 0.10	\$ 2,700.00	-	\$ -	9,000.00	\$ 2,700.00	-	\$ -	9,000.00	\$ 2,700.00	9,000.00	\$ 2,700.00
132	Pipe, 12 in. HDPE, Performed	120	LFT	\$ 1,000.00	\$ 120,000.00	-	\$ -	120.00	\$ 120,000.00	-	\$ -	120.00	\$ 120,000.00	120.00	\$ 120,000.00
133	Geocoville for French Drain	320	SYS	\$ 6.50	\$ 2,080.00	-	\$ -	320.00	\$ 2,080.00	-	\$ -	320.00	\$ 2,080.00	320.00	\$ 2,080.00
134	Mobilization and Demobilization for Steeling	1	LS	\$ 550.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
136	Matched Seeding, Type B	2,800	SYS	\$ 2.50	\$ 7,000.00	-	\$ -	2,800.00	\$ 7,000.00	-	\$ -	2,800.00	\$ 7,000.00	2,800.00	\$ 7,000.00
140	Line, Paint, Solid, White, 4 in.	7,650	LFT	\$ 0.75	\$ 5,737.50	-	\$ -	7,650.00	\$ 5,737.50	-	\$ -	7,650.00	\$ 5,737.50	7,650.00	\$ 5,737.50
141	Line, Thermoplastic, Solid, Yellow, 4 in.	700	LFT	\$ 1.15	\$ 8,075.00	-	\$ -	700.00	\$ 8,075.00	-	\$ -	700.00	\$ 8,075.00	700.00	\$ 8,075.00
142	Line, Thermoplastic, Solid, White, 4 in.	700	LFT	\$ 1.10	\$ 7,700.00	-	\$ -	700.00	\$ 7,700.00	-	\$ -	700.00	\$ 7,700.00	700.00	\$ 7,700.00
143	Line, Thermoplastic, Solid, Yellow, 8 in.	1,200	LFT	\$ 1.50	\$ 1,800.00	-	\$ -	1,200.00	\$ 1,800.00	-	\$ -	1,200.00	\$ 1,800.00	1,200.00	\$ 1,800.00
144	Transverse Marking, Thermoplastic, Stop Line, White	310	LFT	\$ 6.25	\$ 1,937.50	-	\$ -	310.00	\$ 1,937.50	-	\$ -	310.00	\$ 1,937.50	310.00	\$ 1,937.50
145	Transverse Marking, Thermoplastic, Stop Line, White	100	LFT	\$ 10.00	\$ 1,000.00	-	\$ -	100.00	\$ 1,000.00	-	\$ -	100.00	\$ 1,000.00	100.00	\$ 1,000.00
146	Pavement Messes Marking, Thermoplastic, Lane Arrow	10	EA	\$ 125.00	\$ 1,250.00	-	\$ -	10.00	\$ 1,250.00	-	\$ -	10.00	\$ 1,250.00	10.00	\$ 1,250.00
147	Sign Post, Square, Type 1, Unreinforced Anchor B	96	EA	\$ 235.00	\$ 47,400.00	-	\$ -	96.00	\$ 47,400.00	-	\$ -	96.00	\$ 47,400.00	96.00	\$ 47,400.00
148	Sign, Sheet, with Legend 0.100 in.	23	SFT	\$ 35.00	\$ 805.00	-	\$ -	23.00	\$ 805.00	-	\$ -	23.00	\$ 805.00	23.00	\$ 805.00
150	Section Corner Movement, Remove and Replace	1	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -	1.00	\$ 1,250.00	-	\$ -	1.00	\$ 1,250.00	1.00	\$ 1,250.00
					\$ 479,381.00		\$ 24,486.00		\$ 421,937.50		\$ -		\$ 32,957.50		\$ 479,381.00
From Depot to Indiana															
201	Mobilization and Demobilization	1	LS	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	-	\$ -	0.25	\$ 2,625.00	-	\$ -	1.00	\$ 10,500.00
202	Maintenance Traffic	1	LS	\$ 8,500.00	\$ 8,500.00	-	\$ -	1.00	\$ 8,500.00	-	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
203	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	-	\$ -	1.00	\$ 9,950.00	-	\$ -	1.00	\$ 9,950.00	1.00	\$ 9,950.00
204	Cleaning Millbit of Way	1	LS	\$ 3,250.00	\$ 3,250.00	-	\$ -	1.00	\$ 3,250.00	-	\$ -	1.00	\$ 3,250.00	1.00	\$ 3,250.00
205	Excavation, Common	1,080	CYS	\$ 28.50	\$ 30,780.00	-	\$ -	1,080.00	\$ 30,780.00	-	\$ -	1,080.00	\$ 30,780.00	1,080.00	\$ 30,780.00
206	Remove, Full Depth PCCP	235	SYS	\$ 17.50	\$ 4,112.50	-	\$ -	235.00	\$ 4,112.50	-	\$ -	235.00	\$ 4,112.50	235.00	\$ 4,112.50
207	Tree, Remove, 60 in.	1	EA	\$ 1.00	\$ 1.00	-	\$ -	1.00	\$ 1.00	-	\$ -	1.00	\$ 1.00	1.00	\$ 1.00
208	Milling, Asphalt, 1 1/2 in.	3,125	SYS	\$ 2.50	\$ 7,812.50	-	\$ -	3,125.00	\$ 7,812.50	-	\$ -	3,125.00	\$ 7,812.50	3,125.00	\$ 7,812.50
210	Sign, Sheet, Remove	1	EA	\$ 350.00	\$ 350.00	-	\$ -	1.00	\$ 350.00	-	\$ -	1.00	\$ 350.00	1.00	\$ 350.00
211	Erosion Control	1	EA	\$ 1,500.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
212	Compacted Aggregate, No. 53	635	TON	\$ 42.50	\$ 26,987.50	-	\$ -	635.00	\$ 26,987.50	-	\$ -	635.00	\$ 26,987.50	635.00	\$ 26,987.50
213	Compacted Aggregate, No. 73	145	TON	\$ 65.00	\$ 9,425.00	-	\$ -	145.00	\$ 9,425.00	-	\$ -	145.00	\$ 9,425.00	145.00	\$ 9,425.00
214	Dense Graded Subbase	10	CYS	\$ 120.00	\$ 1,200.00	-	\$ -	10.00	\$ 1,200.00	-	\$ -	10.00	\$ 1,200.00	10.00	\$ 1,200.00
216	HMA 2.64, Surface 9.5 mm	360	TON	\$ 100.00	\$ 36,000.00	-	\$ -	360.00	\$ 36,000.00	-	\$ -	360.00	\$ 36,000.00	360.00	\$ 36,000.00
217	HMA 2.64, Intermediate 19.0 mm	200	TON	\$ 100.00	\$ 20,000.00	-	\$ -	200.00	\$ 20,000.00	-	\$ -	200.00	\$ 20,000.00	200.00	\$ 20,000.00
218	HMA 2.64, Base 25.0 mm	425	TON	\$ 95.00	\$ 40,375.00	-	\$ -	425.00	\$ 40,375.00	-	\$ -	425.00	\$ 40,375.00	425.00	\$ 40,375.00
220	Joint Adhesive, Intermediate	300	LFT	\$ 0.65	\$ 195.00	-	\$ -	300.00	\$ 195.00	-	\$ -	300.00	\$ 195.00	300.00	\$ 195.00
221	Joint Adhesive, Intermediate	300	LFT	\$ 0.65	\$ 195.00	-	\$ -	300.00	\$ 195.00	-	\$ -	300.00	\$ 195.00	300.00	\$ 195.00
222	Liquid Asphalt Sealant	1,475	LFT	\$ 0.05	\$ 73.75	-	\$ -	1,475.00	\$ 73.75	-	\$ -	1,475.00	\$ 73.75	1,475.00	\$ 73.75
223	HMA Patching Full Depth, Type B	125	TON	\$ 120.00	\$ 15,000.00	-	\$ -	125.00	\$ 15,000.00	-	\$ -	125.00	\$ 15,000.00	125.00	\$ 15,000.00
225	Asphalt for Truck Coat	4,400	SYS	\$ 0.30	\$ 1,320.00	-	\$ -	4,400.00	\$ 1,320.00	-	\$ -	4,400.00	\$ 1,320.00	4,400.00	\$ 1,320.00
226	Cracks in Asphalt Pavement, Fill	1	EA	\$ 1,000.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
227	Guardrail End Treatment, Thread	4	EA	\$ 235.00	\$ 940.00	-	\$ -	4.00	\$ 940.00	-	\$ -	4.00	\$ 940.00	4.00	\$ 940.00
228	Guardrail End Treatment, Thread	2	EA	\$ 450.00	\$ 900.00	-	\$ -	2.00	\$ 900.00	-	\$ -	2.00	\$ 900.00	2.00	\$ 900.00
229	Guardrail MGOS W-Beam, 6 ft. 3 in Spacing	100	LFT	\$ 43.50	\$ 4,350.00	-	\$ -	100.00	\$ 4,350.00	-	\$ -	100.00	\$ 4,350.00	100.00	\$ 4,350.00
230	Guardrail Reflector	6	EA	\$ 70.00	\$ 420.00	-	\$ -	6.00	\$ 420.00	-	\$ -	6.00	\$ 420.00	6.00	\$ 420.00

Section 8, Item a.

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Item	Description	Bid Quantity	Units	Unit Price	Total	Pay App. No. 1 (Aug. 30)		Pay App. No. 2 (Nov. 9)		Pay App. No. 3 (July 3)		Pay App. No. 4		TOTAL TO DATE	
						Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMT
3.01	Mobilization and Demobilization	1	LS	\$ 5,500.00	\$ 5,500.00	0.75	\$ 4,125.00	-	\$ -	0.25	\$ 1,375.00	-	\$ -	1.00	\$ 5,500.00
3.02	Maintaining Traffic	1	LS	\$ 10,500.00	\$ 10,500.00	-	\$ -	-	\$ -	1.00	\$ 10,500.00	-	\$ -	1.00	\$ 10,500.00
3.03	Construction Engineering	1	LS	\$ 5,000.00	\$ 5,000.00	-	\$ -	-	\$ -	1.00	\$ 5,000.00	-	\$ -	1.00	\$ 5,000.00
3.05	Remove, Full Depth PCCP	125	CYS	\$ 28.50	\$ 3,562.50	-	\$ -	-	\$ -	125.00	\$ 3,562.50	-	\$ -	125.00	\$ 3,562.50
3.08	Milling, Asphalt, 1 1/2 in.	2,900	SYS	\$ 2.50	\$ 7,250.00	-	\$ -	-	\$ -	2,900.00	\$ 7,250.00	-	\$ -	2,900.00	\$ 7,250.00
3.09	Milling, Asphalt Approach, 1 1/2 in.	250	SYS	\$ 2.50	\$ 625.00	-	\$ -	-	\$ -	250.00	\$ 625.00	-	\$ -	250.00	\$ 625.00
3.10	Sign, Street Remove	1	EA	\$ 325.00	\$ 325.00	-	\$ -	-	\$ -	1.00	\$ 325.00	-	\$ -	1.00	\$ 325.00
3.11	Erosion Control	1	LS	\$ 500.00	\$ 500.00	-	\$ -	-	\$ -	1.00	\$ 500.00	-	\$ -	1.00	\$ 500.00
3.12	Compacted Aggregate, No. 53	150	TON	\$ 42.50	\$ 6,375.00	-	\$ -	-	\$ -	150.00	\$ 6,375.00	-	\$ -	150.00	\$ 6,375.00
3.13	Compacted Aggregate, No. 73	105	TON	\$ 65.00	\$ 6,825.00	-	\$ -	-	\$ -	105.00	\$ 6,825.00	-	\$ -	105.00	\$ 6,825.00
3.14	Dense Graded Subbase	21	CYS	\$ 120.00	\$ 2,520.00	-	\$ -	-	\$ -	21.00	\$ 2,520.00	-	\$ -	21.00	\$ 2,520.00
3.16	HMA, 2.64 Surface 9.5 mm	330	TON	\$ 120.00	\$ 39,600.00	-	\$ -	-	\$ -	330.00	\$ 39,600.00	-	\$ -	330.00	\$ 39,600.00
3.17	HMA, 2.64 Intermediate 19.0 mm	105	TON	\$ 100.00	\$ 10,500.00	-	\$ -	-	\$ -	105.00	\$ 10,500.00	-	\$ -	105.00	\$ 10,500.00
3.18	HMA, 2.64 Base 25.0 mm	175	TON	\$ 95.00	\$ 16,625.00	-	\$ -	-	\$ -	175.00	\$ 16,625.00	-	\$ -	175.00	\$ 16,625.00
3.19	HMA for Approach, Type B	24	TON	\$ 155.00	\$ 3,720.00	-	\$ -	-	\$ -	24.00	\$ 3,720.00	-	\$ -	24.00	\$ 3,720.00
3.20	Joint Adhesive, Surface	1,400	LFT	\$ 0.65	\$ 910.00	-	\$ -	-	\$ -	1,400.00	\$ 910.00	-	\$ -	1,400.00	\$ 910.00
3.22	Liquid Asphalt Sealant	1,400	LFT	\$ 0.05	\$ 70.00	-	\$ -	-	\$ -	1,400.00	\$ 70.00	-	\$ -	1,400.00	\$ 70.00
3.23	HMA Patching, Full Depth, Type B	145	TON	\$ 120.00	\$ 17,400.00	-	\$ -	-	\$ -	145.00	\$ 17,400.00	-	\$ -	145.00	\$ 17,400.00
3.25	Asphalt for Tack Coat	4,000	SYS	\$ 0.30	\$ 1,200.00	-	\$ -	-	\$ -	4,000.00	\$ 1,200.00	-	\$ -	4,000.00	\$ 1,200.00
3.26	Cracks in Asphalt Pavement, Fill	175	TON	\$ 1,000.00	\$ 1,750.00	-	\$ -	-	\$ -	175.00	\$ 1,750.00	-	\$ -	175.00	\$ 1,750.00
3.31	PCCP for Approaches, 6 in.	125	SYS	\$ 95.00	\$ 11,875.00	-	\$ -	-	\$ -	125.00	\$ 11,875.00	-	\$ -	125.00	\$ 11,875.00
3.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	1.00	\$ 550.00	-	\$ -	1.00	\$ 550.00
3.35	Matched Seeding, Type U	800	SYS	\$ 3.50	\$ 2,800.00	-	\$ -	-	\$ -	800.00	\$ 2,800.00	-	\$ -	800.00	\$ 2,800.00
3.44	Sign, Ground Mounted, Reset	56	EA	\$ 235.00	\$ 13,060.00	-	\$ -	-	\$ -	56.00	\$ 13,060.00	-	\$ -	56.00	\$ 13,060.00
3.46	Sign Post, Square, Type 1, Unreinforced Anchor B	120	LFT	\$ 30.00	\$ 3,600.00	-	\$ -	-	\$ -	120.00	\$ 3,600.00	-	\$ -	120.00	\$ 3,600.00
3.47	Sign Sheet, with Legend, 0.100 in.	21	SFT	\$ 35.00	\$ 735.00	-	\$ -	-	\$ -	21.00	\$ 735.00	-	\$ -	21.00	\$ 735.00
3.48	Sign Sheet, with Legend, 0.100 in.	21	SFT	\$ 35.00	\$ 735.00	-	\$ -	-	\$ -	21.00	\$ 735.00	-	\$ -	21.00	\$ 735.00
	TOTAL CONTRACT				\$ 965,387.50		\$ 36,486.00		\$ 421,937.50		\$ 385,641.00		\$ 121,323.00		\$ 965,387.50

APPLICATION AND CERTIFICATE FOR PAYMENT

A/A DOCUMENT G 702

PAGE ONE OF 2 PAGES

Contractor: Town of Bristol
 PO Box 122
 Bristol, IN 46507
 OM (SUBCONTRACTOR):
 Niblock Excavating
 PO Box 211
 Bristol, IN 46507

PROJECT:
 2023-1 Community Crossings Project
 Maple Street

VIA (ENGINEER):
 Jones Peltie Rafniski
 325 S. Lafayette Boulevard
 South Bend, IN 46601

CONTRACT DATE: June 1, 2023

APPLICATION NO: FIVE (5) - Retention
 INVOICE NO: 12127
 INVOICE DATE: August 29, 2024
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

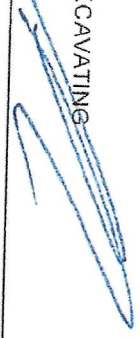
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	TOTAL \$		
Approved this month			
Number	Date Approved		
TOTALS: \$		\$	\$

The undersigned Contractor certifies that to the best of the Contractor's Knowledge Information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

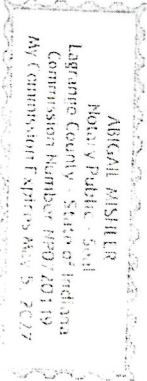


Application is made for Payment, is shown below, in connection with the Contract. Continuation Sheet showing SCHEDULE OF VALUES, is attached.

1. ORIGINAL CONTRACT SUM \$ 965,387.50 ✓
2. Net change by Change Orders \$ - ✓
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 965,387.50 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 965,387.50 ✓
5. RETAINAGE:
 - a. 0% of Completed Work \$ -
 - b. 10% of Stored Material \$ -
 Total Retainage (Line 5a + 5b or Column F on S of V)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 965,387.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 868,848.75 ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 96,538.75 ✓

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 29th day of August, 2024
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

~~\$96,538.75~~
\$96,538.75

(attach explanation if amount certified differs from the amount applied for) ARCHITECT:

By: *Abigail Mishler*

This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Section 8, Item a.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, has a contractor's signed Certification attached. Variations below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G 703

APPLICATION NUMBER: FIVE (5) - Retention

APPLICATION DATE: 8/29/2024

PERIOD TO:

ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)			E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H % (G / C) BALANCE TO FINISH (C - G)		I RETAINAGE
From Industrial to Legion														
1.01	Mobilization and Demobilization	13,750.00												
1.02	Maintaining Traffic	9,500.00												
1.03	Construction Engineering	9,950.00												
1.04	Clearing Right of Way	15,000.00												
1.05	Excavation, Common	42,750.00												
1.07	Tree, Remove, 60 in.	6.00												
1.08	Milling, Asphalt, 1 1/2 in.	18,500.00												
1.09	Milling, Asphalt Approach, 1 1/2 in.	1,187.50												
1.10	Sign, Sheet, Remove	550.00												
1.11	Erosion Control	2,500.00												
1.12	Compacted Aggregate, No. 53	44,625.00												
1.13	Compacted Aggregate, No. 73	9,750.00												
1.15	No. 4 Stone for Trench Drain	17,150.00												
1.16	HMA, 2, 64, Surface 9.5 mm	84,360.00												
1.17	HMA, 2, 64, Intermediate 19.0 mm	36,200.00												
1.18	HMA, 2, 64, Base 25.0 mm	77,995.00												
1.19	HMA for Approach, Type B	6,665.00												
1.20	Joint Adhesive, Surface	2,925.00												
1.21	Joint Adhesive, Intermediate	2,925.00												
1.22	Liquid Asphalt Sealant	225.00												
1.24	Widening with HMA, Type B	35,280.00												
1.25	Asphalt for Tack Coat	2,700.00												
1.26	Cracks in Asphalt Pavement, Fill	2,000.00												
1.32	Pipe, 12 in., HDPE, Perforated	8,400.00												
1.33	Geotextile for Trench Drain	2,080.00												
1.34	Mobilization and Demobilization for Seeding	550.00												
1.35	Mulched Seeding, Type 'R'	7,000.00												
1.36	Line, Paint, Solid, White, 4 in.	5,737.50												
1.40	Line, Thermoplastic, Solid, Yellow, 4 in.	6,957.50												
1.41	Line, Thermoplastic, Solid, White, 4 in.	770.00												
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	1,800.00												
1.43	Line, Thermoplastic, Solid, Yellow, 12 in.	1,937.50												
1.44	Transverse Marking, Thermoplastic, Yellow, 12 in.	1,000.00												
1.45	Pavement Message Marking, Thermoplastic, Lane Arrow	1,250.00												
1.46	Sign, Ground Mounted, Reset	470.00												
1.47	Sign Post, Square, Type '1', Unreinforced Anchor B	2,880.00												
1.48	Sign, Sheet, with Legend, 0.100 in.,	805.00												
1.50	Section Corner Monument, Remove and Replace	1,250.00												
	Total From Industrial to Legion	479,381.00												
From Depot to Indiana														
2.01	Mobilization and Demobilization	10,500.00												
2.02	Maintaining Traffic	8,500.00												
2.03	Construction Engineering	9,950.00												
2.04	Clearing Right of Way	3,250.00												

Section 8, Item a.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT has a factor's signed Certification attached. Calculations below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G 703

APPLICATION NUMBER: FIVE (5) - Retention

APPLICATION DATE: 8/29/2024

PERIOD TO:

ARCHITECT'S PROJECT NUMBER:

PAGE 2 OF 2 PAGES

ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	D		E		F		G		H		I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE				
2.05	Excavation, Common	30,780.00	30,780.00				30,780.00	100%					
2.06	Remove, Full Depth PCCP	4,462.50	4,462.50				4,462.50	100%					
2.07	Tree, Remove: 60 in.	1.00	1.00				1.00	100%					
2.08	Milling, Asphalt, 1 1/2 in.	7,812.50	7,812.50				7,812.50	100%					
2.10	Sign, Sheet, Remove	2,100.00	2,100.00				2,100.00	100%					
2.11	Erosion Control	1,500.00	1,500.00				1,500.00	100%					
2.12	Compacted Aggregate, No. 53	26,987.50	26,987.50				26,987.50	100%					
2.13	Dense Graded Subbase	9,425.00	9,425.00				9,425.00	100%					
2.14	HMA, 2, 64, Surface 9.5 mm	1,200.00	1,200.00				1,200.00	100%					
2.17	HMA, 2, 64, Intermediate 19.0 mm	43,200.00	43,200.00				43,200.00	100%					
2.18	HMA, 2, 64, Base 25.0 mm	20,000.00	20,000.00				20,000.00	100%					
2.20	Joint Adhesive, Surface	40,375.00	40,375.00				40,375.00	100%					
2.21	Joint Adhesive, Intermediate	958.75	958.75				958.75	100%					
2.22	Liquid Asphalt Sealant	195.00	195.00				195.00	100%					
2.23	HMA Patching Full Depth, Type B	73.75	73.75				73.75	100%					
2.25	Asphalt for Tack Coat	15,000.00	15,000.00				15,000.00	100%					
2.26	Cracks in Asphalt Pavement, Fill	1,320.00	1,320.00				1,320.00	100%					
2.27	Guardrail End Treatment, Flared	1,000.00	1,000.00				1,000.00	100%					
2.28	Guardrail End Treatment, Type SKT-SF-MGS, 12.5 ft.	940.00	940.00				940.00	100%					
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	9,100.00	9,100.00				9,100.00	100%					
2.30	Guardrail Reflector	4,350.00	4,350.00				4,350.00	100%					
2.31	PCCP for Approaches, 6 in.	420.00	420.00				420.00	100%					
2.34	Mobilization and Demobilization for Seeding	4,275.00	4,275.00				4,275.00	100%					
2.36	Mulched Seeding, Type 'U'	550.00	550.00				550.00	100%					
2.37	Topsoil, Undistributed, 6 in.	4,500.00	4,500.00				4,500.00	100%					
2.38	Line, Paint, Solid, White, 4 in.	21,250.00	21,250.00				21,250.00	100%					
2.39	Line, Paint, Solid, White, 6 in.	2,287.50	2,287.50				2,287.50	100%					
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	85.50	85.50				85.50	100%					
2.44	Transverse Marking, Thermoplastic, Stop Line, White	3,507.50	3,507.50				3,507.50	100%					
2.46	Sign, Ground Mounted, Reset	240.00	240.00				240.00	100%					
2.47	Sign Post, Square, Type '1', Unreinforced Anchor B	705.00	705.00				705.00	100%					
2.48	Sign, Sheet, with Legend, 0 100 in.,	7,200.00	7,200.00				7,200.00	100%					
2.49	Fence, Chain Link, Reset	2,310.00	2,310.00				2,310.00	100%					
2.50	Section Corner Monument, Remove and Replace	20,250.00	20,250.00				20,250.00	100%					
	Total from Depot to Indiana	1,250.00	1,250.00				1,250.00	100%					
	From Indiana to SR 120	321,811.50	321,811.50				321,811.50	100%					
3.01	Mobilization and Demobilization	5,500.00	5,500.00				5,500.00	100%					
3.02	Maintaining Traffic	10,500.00	10,500.00				10,500.00	100%					
3.03	Construction Engineering	5,000.00	5,000.00				5,000.00	100%					
3.05	Excavation, Common	3,562.50	3,562.50				3,562.50	100%					
3.06	Remove, Full Depth PCCP	2,187.50	2,187.50				2,187.50	100%					
3.08	Milling, Asphalt, 1 1/2 in.	7,250.00	7,250.00				7,250.00	100%					
3.09	Milling, Asphalt Approach, 1 1/2 in.	625.00	625.00				625.00	100%					
3.10	Sign, Sheet, Remove	325.00	325.00				325.00	100%					

Section 8, Item a.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, has a contractor's signed Certification attached. All amounts below, amounts are stated to the nearest dollar.

SIMILAR TO AIA DOCUMENT G 703

APPLICATION NUMBER: FIVE (5) - Retention

APPLICATION DATE: 8/29/2024

PERIOD TO:

ARCHITECT'S PROJECT NUMBER:

PAGE 2 OF 2 PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
3.11	Erosion Control	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	100%	\$ -	\$ -	
3.12	Compacted Aggregate, No. 53	\$ 6,375.00	\$ 6,375.00	\$ -	\$ -	\$ -	\$ 6,375.00	100%	\$ -	\$ -	
3.13	Dense Graded Aggregate, No. 73	\$ 6,825.00	\$ 6,825.00	\$ -	\$ -	\$ -	\$ 6,825.00	100%	\$ -	\$ -	
3.14	HMA, 2, 64, Surface 9.5 mm	\$ 2,520.00	\$ 2,520.00	\$ -	\$ -	\$ -	\$ 2,520.00	100%	\$ -	\$ -	
3.16	HMA, 2, 64, Intermediate 19.0 mm	\$ 39,600.00	\$ 39,600.00	\$ -	\$ -	\$ -	\$ 39,600.00	100%	\$ -	\$ -	
3.17	HMA, 2, 64, Base 25.0 mm	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	100%	\$ -	\$ -	
3.18	HMA for Approach, Type B	\$ 16,625.00	\$ 16,625.00	\$ -	\$ -	\$ -	\$ 16,625.00	100%	\$ -	\$ -	
3.19	Joint Adhesive, Surface	\$ 3,720.00	\$ 3,720.00	\$ -	\$ -	\$ -	\$ 3,720.00	100%	\$ -	\$ -	
3.20	Liquid Asphalt Sealant	\$ 910.00	\$ 910.00	\$ -	\$ -	\$ -	\$ 910.00	100%	\$ -	\$ -	
3.22	HMA Patching Full Depth, Type B	\$ 70.00	\$ 70.00	\$ -	\$ -	\$ -	\$ 70.00	100%	\$ -	\$ -	
3.23	Asphalt for Tack Coat	\$ 17,400.00	\$ 17,400.00	\$ -	\$ -	\$ -	\$ 17,400.00	100%	\$ -	\$ -	
3.25	Cracks in Asphalt Pavement, Fill	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ -	
3.26	PCCP for Approaches, 6 in.	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ -	
3.31	Mobilization and Demobilization for Seeding	\$ 11,875.00	\$ 11,875.00	\$ -	\$ -	\$ -	\$ 11,875.00	100%	\$ -	\$ -	
3.34	Mulched Seeding, Type 'U'	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 550.00	100%	\$ -	\$ -	
3.35	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	100%	\$ -	\$ -	
3.44	Sign, Ground Mounted, Reset	\$ 560.00	\$ 560.00	\$ -	\$ -	\$ -	\$ 560.00	100%	\$ -	\$ -	
3.46	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 1,880.00	\$ 1,880.00	\$ -	\$ -	\$ -	\$ 1,880.00	100%	\$ -	\$ -	
3.47	Sign, Sheet, with Legend, 0,100 in.,	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	100%	\$ -	\$ -	
3.48	Sign, Sheet, with Legend, 0,100 in.,	\$ 735.00	\$ 735.00	\$ -	\$ -	\$ -	\$ 735.00	100%	\$ -	\$ -	
	Total from Indiana to SR 120	\$ 164,195.00	\$ 164,195.00	\$ -	\$ -	\$ -	\$ 164,195.00	100%	\$ -	\$ -	
	TOTAL	\$ 965,387.50	\$ 965,387.50	\$ -	\$ -	\$ -	\$ 965,387.50	100%	\$ -	\$ -	

Section 8, Item a.

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Bid Total

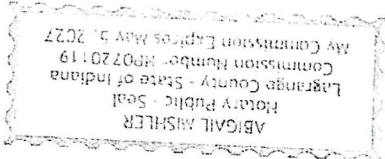
Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	TOTAL TO DATE	AMNT
1.01	Mobilization and Demobilization	1	LS	\$ 13,750.00	\$ 13,750.00	0.75	\$ 10,312.50	0.25	\$ 3,437.50	-	\$ -	-	\$ -	1.00	\$ 13,750.00	1.00	\$ 13,750.00
1.02	Maintaining Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.13	\$ 1,242.50	0.85	\$ 8,072.50	-	\$ -	-	\$ -	1.00	\$ 9,500.00	1.00	\$ 9,500.00
1.04	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	0.13	\$ 1,492.50	0.87	\$ 8,457.50	-	\$ -	-	\$ -	1.00	\$ 9,950.00	1.00	\$ 9,950.00
1.05	Excavation, Common	1	LS	\$ 15,000.00	\$ 15,000.00	0.75	\$ 11,250.00	0.25	\$ 3,750.00	-	\$ -	-	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
1.07	Tree Removal 60 in	1,500	CYS	\$ 28.50	\$ 42,750.00	-	\$ -	1,500.00	\$ 42,750.00	-	\$ -	-	\$ -	1,500.00	\$ 42,750.00	1,500.00	\$ 42,750.00
1.08	Milling, Asphalt, 1 1/2 in	6	EA	\$ 1.00	\$ 6.00	6.00	\$ 6.00	-	\$ -	-	\$ -	-	\$ -	6.00	\$ 6.00	6.00	\$ 6.00
1.09	Milling, Asphalt Approach, 1 1/2 in	7,400	SYS	\$ 2.50	\$ 18,500.00	-	\$ -	7,400.00	\$ 18,500.00	-	\$ -	-	\$ -	7,400.00	\$ 18,500.00	7,400.00	\$ 18,500.00
1.10	Sign, Sheet Removal	475	EA	\$ 2.50	\$ 1,187.50	-	\$ -	475.00	\$ 1,187.50	-	\$ -	-	\$ -	475.00	\$ 1,187.50	475.00	\$ 1,187.50
1.11	Erosion Control	1	EA	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.12	Compacted Aggregate, No. 53	1,050	TON	\$ 2,500.00	\$ 2,625.00	-	\$ -	1,000	\$ 2,500.00	-	\$ -	-	\$ -	1,000	\$ 2,500.00	1,000	\$ 2,500.00
1.13	Compacted Aggregate, No. 73	42.50	TON	\$ 44.625	\$ 1,900.00	-	\$ -	1,050.00	\$ 44,625.00	-	\$ -	-	\$ -	1,050.00	\$ 44,625.00	1,050.00	\$ 44,625.00
1.15	No. 4 Stone for Trench Drain	150	TON	\$ 65.00	\$ 9,750.00	-	\$ -	150.00	\$ 9,750.00	-	\$ -	-	\$ -	150.00	\$ 9,750.00	150.00	\$ 9,750.00
1.16	HMA, 2.64, Surface 9.5 mm	245	TON	\$ 70.00	\$ 17,150.00	-	\$ -	245.00	\$ 17,150.00	-	\$ -	-	\$ -	245.00	\$ 17,150.00	245.00	\$ 17,150.00
1.17	HMA, 2.64, Intermediate 19.0 mm	703	TON	\$ 120.00	\$ 84,360.00	-	\$ -	703.00	\$ 84,360.00	-	\$ -	-	\$ -	703.00	\$ 84,360.00	703.00	\$ 84,360.00
1.18	HMA, 2.64, Base 25.0 mm	362	TON	\$ 100.00	\$ 36,200.00	-	\$ -	362.00	\$ 36,200.00	-	\$ -	-	\$ -	362.00	\$ 36,200.00	362.00	\$ 36,200.00
1.19	HMA for Approach, Type B	821	TON	\$ 95.00	\$ 77,995.00	-	\$ -	821.00	\$ 77,995.00	-	\$ -	-	\$ -	821.00	\$ 77,995.00	821.00	\$ 77,995.00
1.20	Joint Adhesive, Surface	43	TON	\$ 155.00	\$ 6,665.00	-	\$ -	43.00	\$ 6,665.00	-	\$ -	-	\$ -	43.00	\$ 6,665.00	43.00	\$ 6,665.00
1.21	Joint Adhesive, Intermediate	4,500	LFT	\$ 0.65	\$ 2,925.00	-	\$ -	4,500.00	\$ 2,925.00	-	\$ -	-	\$ -	4,500.00	\$ 2,925.00	4,500.00	\$ 2,925.00
1.22	Liquid Asphalt Sealant	4,500	LFT	\$ 0.55	\$ 2,475.00	-	\$ -	4,500.00	\$ 2,475.00	-	\$ -	-	\$ -	4,500.00	\$ 2,475.00	4,500.00	\$ 2,475.00
1.24	Widening with HMA, Type B	4,500	LFT	\$ 0.05	\$ 225.00	-	\$ -	4,500.00	\$ 225.00	-	\$ -	-	\$ -	4,500.00	\$ 225.00	4,500.00	\$ 225.00
1.25	Asphalt for Tack Coat	294	TON	\$ 120.00	\$ 35,280.00	-	\$ -	294.00	\$ 35,280.00	-	\$ -	-	\$ -	294.00	\$ 35,280.00	294.00	\$ 35,280.00
1.26	Cracks in Asphalt Pavement, Fill	9,000	SYS	\$ 0.30	\$ 2,700.00	-	\$ -	9,000.00	\$ 2,700.00	-	\$ -	-	\$ -	9,000.00	\$ 2,700.00	9,000.00	\$ 2,700.00
1.32	Pipe, 12 in. HDPE, Perforated	120	LFT	\$ 70.00	\$ 8,400.00	-	\$ -	120.00	\$ 8,400.00	-	\$ -	-	\$ -	120.00	\$ 8,400.00	120.00	\$ 8,400.00
1.33	Geotextile for Trench Drain	320	SYS	\$ 6.50	\$ 2,080.00	-	\$ -	320.00	\$ 2,080.00	-	\$ -	-	\$ -	320.00	\$ 2,080.00	320.00	\$ 2,080.00
1.34	Mobilization and Demobilization for Steeling	1	LS	\$ 350.00	\$ 350.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.35	Multiched Sealing, Type R	1	EA	\$ 475,381.00	\$ 475,381.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.36	Line Paint, Solid, White, 4 in	2,800	SYS	\$ 2.50	\$ 7,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.40	Line, Thermoplastic, Solid, Yellow, 4 in	7,650	LFT	\$ 0.75	\$ 5,737.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.41	Line, Thermoplastic, Solid, Yellow, 4 in	6,050	LFT	\$ 1.13	\$ 6,857.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.42	Line, Thermoplastic, Solid, Yellow, 8 in	700	LFT	\$ 1.10	\$ 770.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.43	Line, Thermoplastic, Solid, Yellow, 12 in	1,300	LFT	\$ 1.50	\$ 1,950.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.44	Transverse Marking, Thermoplastic, Stop Line, White	310	LFT	\$ 6.25	\$ 1,937.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.45	Transverse Marking, Thermoplastic, Stop Line, White	100	LFT	\$ 10.00	\$ 1,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.46	Pavement Message Marking, Thermoplastic, Lane Arrow	10	EA	\$ 125.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.47	Sign, Ground Mounted, Keel	2	EA	\$ 235.00	\$ 470.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.48	Sign Post, Square, Type "I", Unreinforced Anchor B	96	LFT	\$ 30.00	\$ 2,880.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.50	Sign, Sheet, with Legend 0.100 in.	23	SFT	\$ 35.00	\$ 805.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.50	Section Corner Monument, Remove and Rehaue	1	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
							\$ 24,486.00		\$ 421,937.50		\$ -		\$ -		\$ 24,486.00		\$ 421,937.50
	From Depot to Indian																
2.01	Mobilization and Demobilization	1	LS	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	-	\$ -	-	\$ -	-	\$ -	0.75	\$ 7,875.00	0.75	\$ 7,875.00
2.02	Maintaining Traffic	1	LS	\$ 8,500.00	\$ 8,500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.03	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.04	Cleaning Right of Way	1	LS	\$ 1,250.00	\$ 1,250.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.05	Excavation, Common	1,080	CYS	\$ 28.50	\$ 30,780.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.06	Remove, Full Depth PCCP	255	SYS	\$ 17.50	\$ 4,462.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.07	Tree Removal 60 in	1	EA	\$ 1.00	\$ 1.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.08	Milling, Asphalt, 1 1/2 in	3,125	SYS	\$ 2.50	\$ 7,812.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.10	Sign, Sheet, Remove	1	EA	\$ 350.00	\$ 350.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.11	Erosion Control	1	EA	\$ 1,500.00	\$ 1,500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.12	Compacted Aggregate, No. 53	635	TON	\$ 42.50	\$ 26,987.50	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.13	Compacted Aggregate, No. 73	145	TON	\$ 65.00	\$ 9,425.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.14	Dense Graded Subbase	10	CYS	\$ 120.00	\$ 1,200.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.16	HMA, 2.64, Surface 9.5 mm	360	TON	\$ 120.00	\$ 43,200.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.17	HMA, 2.64, Intermediate 19.0 mm	400	TON	\$ 100.00	\$ 40,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.18	HMA, 2.64, Base 25.0 mm	255	TON	\$ 95.00	\$ 24,225.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.20	Joint Adhesive, Surface	1,475	LFT	\$ 0.65	\$ 958.75	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.21	Joint Adhesive, Intermediate	300	LFT	\$ 0.55	\$ 165.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.22	Liquid Asphalt Sealant	1,475	LFT	\$ 0.05	\$ 73.75	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.23	HMA Paving Full Depth, Type B	125	TON	\$ 180.00	\$ 22,500.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.25	Asphalt for Tack Coat	4,400	SYS	\$ 0.30	\$ 1,320.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.26	Cracks in Asphalt Pavement, Fill	1	EA	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.27	Guardrail End Treatment, Type B	4	EA	\$ 235.00	\$ 940.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 13.5 ft	2	EA	\$ 4,550.00	\$ 9,100.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.29	Guardrail MGS W-Beam 6 ft, 3 in. Spacing	100	LFT	\$ 43.50	\$ 4,350.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2.30	Guardrail Reflector	6	EA	\$ 70.00	\$ 420.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
							\$ 32,957.50		\$ 479,381.00		\$ -		\$ -		\$ 32,957.50		\$ 479,381.00

Section 8, Item a.

Town of Bristol
Maple Street Improvements (2023-1 Community Crossings Project)

Bid Total		Pay App. No. 1 (Aug. 30)		Pay App. No. 2 (Nov. 9)		Pay App. No. 3 (July 3)		Pay App. No. 4		TOTAL TO DATE			
Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
3.01	From Indiana to SR 120				\$ 321,811.50								
3.02	Mobilization and Demobilization	1	LS	\$ 5,500.00	\$ 5,500.00	0.75	\$ 4,125.00						
3.03	Maintaining Traffic	1	LS	\$ 10,500.00	\$ 10,500.00								
3.05	Construction Engineering	1	LS	\$ 5,000.00	\$ 5,000.00								
3.06	Excavation, Common	125	CYS	\$ 28.50	\$ 3,562.50								
3.08	Remove, Full Depth PCCP	125	CYS	\$ 17.50	\$ 2,187.50								
3.09	Milling, Asphalt, 1 1/2 in.	2,900	SYS	\$ 2.50	\$ 7,250.00								
3.10	Milling, Asphalt Approach, 1 1/2 in.	250	SYS	\$ 2.50	\$ 625.00								
3.11	Sign, Sheet, Remove	1	EA	\$ 325.00	\$ 325.00								
3.12	Erosion Control	1	LS	\$ 325.00	\$ 325.00								
3.13	Compacted Aggregate, No. 53	150	TON	\$ 500.00	\$ 75,000.00								
3.14	Compacted Aggregate, No. 73	105	TON	\$ 42.50	\$ 4,462.50								
3.16	Dense Graded Subbase	21	CYS	\$ 65.00	\$ 1,365.00								
3.17	HMA, 2.64, Surface 3/2 mm	330	TON	\$ 120.00	\$ 39,600.00								
3.18	HMA, 2.64, Intermediate 19.0 mm	105	TON	\$ 120.00	\$ 12,600.00								
3.19	HMA, 2.64, Base 25.0 mm	175	TON	\$ 95.00	\$ 16,625.00								
3.20	HMA for Approach, Type B	24	TON	\$ 155.00	\$ 3,720.00								
3.22	Joint Adhesive Surface	1,400	LFT	\$ 0.65	\$ 910.00								
3.23	Liquid Asphalt Sealant	1,400	LFT	\$ 0.05	\$ 70.00								
3.25	HMA Patching Full Depth, Type B	145	TON	\$ 120.00	\$ 17,400.00								
3.26	Asphalt for Tank Coat	4,000	SYS	\$ 0.30	\$ 1,200.00								
3.31	PCCP for Approach, 6 in	1	TON	\$ 1,000.00	\$ 1,000.00								
3.34	Mobilization and Demobilization for Seeding	125	SYS	\$ 95.00	\$ 11,875.00								
3.35	Molded Seeding, Type 'U'	1	LS	\$ 550.00	\$ 550.00								
3.44	Transverse Marking, Thermoplastic, Stop Line, White	800	SYS	\$ 3.50	\$ 2,800.00								
3.46	Sign, Ground Mounted, Keel	56	LFT	\$ 10.00	\$ 560.00								
3.47	Sign, Post, Square, Type '1', Unreinforced Anchor B	8	EA	\$ 215.00	\$ 1,720.00								
3.48	Sign, Sheet, with Legend, 0.100 in.	120	LFT	\$ 30.00	\$ 3,600.00								
		21	SFT	\$ 35.00	\$ 735.00								
					\$ 164,195.00								
	TOTAL CONTRACT				\$ 965,387.50		\$ 36,486.00		\$ 421,937.50		\$ 385,641.00		\$ 121,323.00
													\$ 965,387.50

Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027



State of Indiana
County of Elkhart
Abigail Mishler

Personally appeared before me this 29th day of August 2024, Chad Niblock, who, being duly sworn on oath, says: That he is President of Niblock Excavating, Inc., and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

By: Chad Niblock, President

Signed: *[Signature]*
Niblock Excavating, Inc.

Signed, sealed and delivered this 29th day of August 2024.
payment to or on account of the said Contract for said building and real estate. executing this Final Waiver of Lien has been mutually given and accepted as a part and does further certify that the consideration moving to the undersigned for which is owned by Niblock Excavating, by the undersigned, up to this date, incorporated into said building as well as products from the asphalt plant on account of any and all labor, material, or both, furnished for or character on the above described building and real estate, TO AND FOR SAID AMOUNT, premises, any and all lien, right of lien or claim of whatsoever kind of of \$96,538.75 hereby waives and releases unto the said owner of said Now Therefore, Know Ye, That the undersigned, contingent upon receipt 2023-2 Community Crossings project located in Bristol, IN.
Whereas, the undersigned Niblock Excavating Inc. has been heretofore employed by the Town of Bristol to furnish certain material and labor for the State of Indiana, ss:

Final Waiver of Lien

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

Contractor: Town of Bristol
 PO Box 122
 Bristol, IN 46507
 (SUBCONTRACTOR): Niblock Excavating
 PO Box 211
 Bristol, IN 46507

VIA (ENGINEER)

Jones Petrie Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

CONTRACT FOR:

PROJECT: 2023-2 Community Crossings Project

CONTRACT DATE: February 23, 2024

APPLICATION NO: TWO (2)
 INVOICE NO: 12128
 INVOICE DATE: August 29, 2024
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

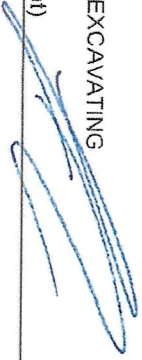
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	TOTAL \$	-	-
Approved this month			
Number	Date Approved		
TOTALS:		\$ -	\$ -
Net change by Change Orders		\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's Knowledge Information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: NIBLOCK EXCAVATING

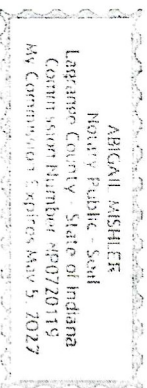
By: Chad Niblock (President)



Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet showing, SCHEDULE OF VALUES, is attached.

1. ORIGINAL CONTRACT SUM \$ 657,987.00 ✓
2. Net change by Change Orders \$ - ✓
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 657,987.00 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 587,375.00 ✓
5. RETAINAGE:
 - a. 10% of Completed Work \$ 58,737.50 ✓
(Column D + E on S of V)
 - b. 10% of Stored Material \$ - ✓
(Column F on S of V)
 Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values) \$ 58,737.50 ✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 528,637.50 ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 174,389.85 ✓
8. CURRENT PAYMENT DUE \$ 354,247.65 ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 129,349.50 ✓

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 29th day of August, 2024
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027



ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, Information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$354,247.65

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: 

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

PLICATION AND CERTIFICATE FOR PAYMENT, has a
for's signed Certification attached.
ations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: **TWO (2)**
APPLICATION DATE: **8/29/2024**
PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)							
101	Job and Demob	\$ 39,500.00	\$ 29,625.00	\$ -	\$ -	\$ 29,625.00	75%	\$ 9,875.00	\$ 2,962.50	
102	Maint. of Traffic	\$ 9,500.00	\$ 4,750.00	\$ 2,375.00	\$ -	\$ 7,125.00	75%	\$ 2,375.00	\$ 712.50	
103	Construction Engineering	\$ 9,500.00	\$ 4,750.00	\$ 4,750.00	\$ -	\$ 9,500.00	100%	\$ -	\$ 950.00	
104	Cleaning Right of Way	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -	\$ 500.00	
105	Excavation, Common	\$ 47,515.00	\$ 47,515.00	\$ -	\$ -	\$ 47,515.00	100%	\$ -	\$ 4,751.50	
106	Full Depth, PCCP, Remove	\$ 2,125.00	\$ 2,125.00	\$ -	\$ -	\$ 2,125.00	100%	\$ -	\$ 212.50	
107	Curb, Concrete, Remove	\$ 120.00	\$ 120.00	\$ -	\$ -	\$ 120.00	100%	\$ -	\$ 12.00	
108	Curb and Gutter, Remove	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00	
109	Sidewalk Concrete, Remove	\$ 5,250.00	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	100%	\$ -	\$ 525.00	
110	Inlet, Remove	\$ 475.00	\$ 475.00	\$ -	\$ -	\$ 475.00	100%	\$ -	\$ 47.50	
111	Pipe, Remove	\$ 2,322.00	\$ 2,322.00	\$ -	\$ -	\$ 2,322.00	100%	\$ -	\$ 232.20	
112	Fence and Posts, Remove	\$ 415.00	\$ 415.00	\$ -	\$ -	\$ 415.00	100%	\$ -	\$ 41.50	
113	Pipe End Section, Remove	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00	100%	\$ -	\$ 90.00	
114	Subgrade Treatment, Type III	\$ 82,894.00	\$ 3,875.00	\$ 1,937.50	\$ -	\$ 82,894.00	100%	\$ 1,937.50	\$ 8,289.40	
115	Erosion Control	\$ 7,750.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 5,812.50	75%	\$ 1,937.50	\$ 581.25	
116	Dense Graded Subbase	\$ 4,500.00	\$ 55,486.50	\$ 55,486.50	\$ -	\$ 55,486.50	100%	\$ -	\$ 450.00	
117	Compacted Aggregate, No. 53	\$ 55,486.50	\$ 9,030.00	\$ 9,030.00	\$ -	\$ 9,030.00	100%	\$ -	\$ 548.65	
118	Compacted Aggregate, No. 73	\$ 9,030.00	\$ 27,622.50	\$ 27,622.50	\$ -	\$ 27,622.50	100%	\$ -	\$ 903.00	
119	No. 4 Crushed, Washed Stone for Trench Drain	\$ 46,540.00	\$ -	\$ -	\$ -	\$ 46,540.00	0%	\$ 46,540.00	\$ 7,885.00	
120	HMA, 2, 64, Intermediate 19.0 mm	\$ 78,850.00	\$ -	\$ 1,144.00	\$ -	\$ 78,850.00	100%	\$ -	\$ 114.40	
121	Joint Adhesive, Surface	\$ 1,144.00	\$ -	\$ 1,144.00	\$ -	\$ 1,144.00	100%	\$ -	\$ 114.40	
122	Joint Adhesive, Intermediate	\$ 1,144.00	\$ -	\$ 1,144.00	\$ -	\$ 1,144.00	100%	\$ -	\$ 114.40	
123	Liquid Asphalt Sealant	\$ 176.00	\$ -	\$ 176.00	\$ -	\$ 176.00	100%	\$ -	\$ 17.60	
124	Asphalt for Tack Coat	\$ 2.00	\$ -	\$ 2.00	\$ -	\$ 2.00	100%	\$ -	\$ 0.20	
125	Fence, Chain Link	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00	
126	Sidewalk, Concrete	\$ 59,075.00	\$ -	\$ 59,075.00	\$ -	\$ 59,075.00	100%	\$ -	\$ 5,907.50	
127	Curb Ramp, Concrete	\$ 13,760.00	\$ -	\$ 13,760.00	\$ -	\$ 13,760.00	100%	\$ -	\$ 1,376.00	
128	Curb, Concrete	\$ 3,535.00	\$ -	\$ 3,535.00	\$ -	\$ 3,535.00	100%	\$ -	\$ 353.50	
129	Curb and Gutter, Concrete	\$ 17,077.50	\$ -	\$ 17,077.50	\$ -	\$ 17,077.50	100%	\$ -	\$ 1,707.75	
130	PCCP for Approaches, 6 in.	\$ 38,500.00	\$ -	\$ 38,500.00	\$ -	\$ 38,500.00	100%	\$ -	\$ 3,850.00	
131	Mobilization and Demobilization for Seeding	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	\$ 100.00	
132	Mulched Seeding, Type U	\$ 13,447.00	\$ -	\$ 13,447.00	\$ -	\$ 13,447.00	100%	\$ -	\$ 1,344.70	
133	Pipe, 8 in., PVC	\$ 9,225.00	\$ -	\$ 9,225.00	\$ -	\$ 9,225.00	100%	\$ -	\$ 922.50	
134	Pipe, 18 in., PVC, Perforated	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	100%	\$ -	\$ 1,300.00	
135	Geotextile for Trench Drain	\$ 3,072.00	\$ -	\$ 3,072.00	\$ -	\$ 3,072.00	100%	\$ -	\$ 307.20	
136	Casting, Manhole, Adjust to Grade	\$ 475.00	\$ -	\$ 475.00	\$ -	\$ 475.00	100%	\$ -	\$ 47.50	
137	Inlet, Type AB	\$ 4,900.00	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	100%	\$ -	\$ 490.00	
138	6" DIA., Dry Well, Casting Type B	\$ 23,700.00	\$ -	\$ 23,700.00	\$ -	\$ 23,700.00	100%	\$ -	\$ 2,370.00	
139	Casting, Water Valve, Adjust to Grade	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00	100%	\$ -	\$ 112.50	
140	Casting, Water Meter, Adjust to Grade	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00	100%	\$ -	\$ 75.00	
141	Sign, Sheet, Ground Mounted, Reset	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00	100%	\$ -	\$ 185.00	
142	Line, Paint, Solid, White, 4 in.	\$ 4,640.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,640.00	\$ -	
143	Line, Paint, Solid, Yellow, 4 in.	\$ 672.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 672.00	\$ -	
144	Pavement Message Marking, Paint, Lane Indication A	\$ 450.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 450.00	\$ -	
145		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

APPLICATION AND CERTIFICATE FOR PAYMENT, has a
 contractor's signed Certification attached.
 The amounts below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: TWO (2)
 APPLICATION DATE: 8/29/2024
 PERIOD TO:

ARCHITECT'S PROJECT NUMBER:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)					
146	Transverse Marking, Paint, Stop Line, White, 24 in	\$ 943.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 943.00	\$ -	
147	Transverse Marking, Paint, Crosswalk Line, White,	\$ 1,479.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,479.50	\$ -	
148	Pavement Message Marking, Paint, School	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,700.00	\$ -	
201	Fire Hydrant Assembly, Relocate	\$ 3,450.00	\$ 3,450.00	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ 345.00	
TOTAL		\$ 657,987.00	\$ 193,766.50	\$ 393,608.50	\$ -	\$ 587,375.00	\$ 89%	\$ 70,612.00	\$ 58,737.50		

Section 8, Item b.

Town of Bristol
Call 2023-2 Community Crossings Project

Item	Description	Bid Quantity	Units	Unit Price	Total	Pay App. No. 1 (July 3)		Pay App. No. 2 (Aug. 29)		TOTAL TO DATE	
						Qty changed	Amount Charged	Qty changed	Amount Charged	QTY	AMNT
101	Job and Demob	1	LS	\$ 39,500.00	\$ 39,500.00						
102	Maint. of Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.75	\$ 29,625.00			0.75	\$ 29,625.00
103	Construction Engineering	1	LS	\$ 4,750.00	\$ 4,750.00	0.50	\$ 4,750.00			0.75	\$ 7,125.00
104	Clearing Right of Way	1	LS	\$ 9,500.00	\$ 9,500.00	0.50	\$ 4,750.00			1.00	\$ 9,500.00
105	Excavation, Common	2,210	CYS	\$ 2,150.00	\$ 47,515.00	1.00	\$ 5,000.00			1.00	\$ 5,000.00
106	Full Depth, PCCP, Remove	170	SYS	\$ 12.50	\$ 2,125.00	2,210.00	\$ 47,515.00			2,210.00	\$ 47,515.00
107	Curb and Gutter, Remove	12	LFT	\$ 10.00	\$ 120.00	12.00	\$ 120.00			12.00	\$ 120.00
108	Curb and Gutter, Remove	120	LFT	\$ 10.00	\$ 1,200.00	120.00	\$ 1,200.00			120.00	\$ 1,200.00
109	Sidewalk Concrete, Remove	525	SYS	\$ 10.00	\$ 5,250.00	525.00	\$ 5,250.00			525.00	\$ 5,250.00
110	Inlet, Remove	1	EA	\$ 475.00	\$ 475.00	1.00	\$ 475.00			1.00	\$ 475.00
111	Pipe, Remove	108	LFT	\$ 21.50	\$ 2,322.00	108.00	\$ 2,322.00			108.00	\$ 2,322.00
112	Fence and Posts, Remove	1	LS	\$ 415.00	\$ 415.00	1.00	\$ 415.00			1.00	\$ 415.00
113	Pipe End Section, Remove	4	EA	\$ 225.00	\$ 900.00	4.00	\$ 900.00			4.00	\$ 900.00
114	Subgrade Treatment, Type III	5,348	SYS	\$ 15.50	\$ 82,894.00	0.50	\$ 3,875.00			5,348.00	\$ 82,894.00
115	Erosion Control	1	LS	\$ 7,750.00	\$ 7,750.00						
116	Dense Graded Subbase	50	CYS	\$ 90.00	\$ 4,500.00						
117	Compacted Aggregate, No. 53	1,563	TON	\$ 35.50	\$ 55,486.50						
118	Compacted Aggregate, No. 73	129	TON	\$ 70.00	\$ 9,030.00						
119	No. 4 Crushed, Washed Stone for Trench Drain	381	TON	\$ 72.50	\$ 27,622.50	381.00	\$ 27,622.50			381.00	\$ 27,622.50
120	HMA, 2, 64, Intermediate 19.0 mm	358	TON	\$ 130.00	\$ 46,540.00						
121	HMA, 2, 64, Intermediate 19.0 mm	830	TON	\$ 95.00	\$ 78,850.00						
122	Joint Adhesive, Surface	1,760	LFT	\$ 0.65	\$ 1,144.00						
123	Joint Adhesive, Intermediate	1,760	LFT	\$ 0.65	\$ 1,144.00						
124	Liquid Asphalt Sealant	1,760	LFT	\$ 0.10	\$ 176.00						
125	Asphalt for Tack Coat	2	TON	\$ 1.00	\$ 2.00						
126	Fence, Chain Link	1	LS	\$ 1,200.00	\$ 1,200.00						
127	Sidewalk, Concrete	695	SYS	\$ 85.00	\$ 59,075.00						
128	Curb Ramp, Concrete	64	SYS	\$ 215.00	\$ 13,760.00						
129	Curb, Concrete	70	LFT	\$ 50.50	\$ 3,535.00						
130	Curb and Gutter, Concrete	495	LFT	\$ 34.50	\$ 17,077.50						
131	PCCP for Approaches, 6 in.	275	SYS	\$ 140.00	\$ 38,500.00						
132	Mobilization and Demobilization for Seeding	2	EA	\$ 500.00	\$ 1,000.00						
133	Mulch Seeding, Type U	1,582	SYS	\$ 8.50	\$ 13,447.00						
134	Pipe, 8 in., PVC	205	LFT	\$ 45.00	\$ 9,225.00	205.00	\$ 9,225.00			205.00	\$ 9,225.00
135	Pipe, 18 in., PVC, Perforated	200	LFT	\$ 65.00	\$ 13,000.00	200.00	\$ 13,000.00			200.00	\$ 13,000.00
136	Geotextile for Trench Drain	512	SYS	\$ 6.00	\$ 3,072.00	512.00	\$ 3,072.00			512.00	\$ 3,072.00
137	Casting, Manhole, Adjust to Grade	1	EA	\$ 475.00	\$ 475.00	1.00	\$ 475.00			1.00	\$ 475.00
138	Inlet, Type A8	2	EA	\$ 2,450.00	\$ 4,900.00	2.00	\$ 4,900.00			2.00	\$ 4,900.00
139	6" DIA., Dry Well, Casting, Type 8	2	EA	\$ 11,850.00	\$ 23,700.00	2.00	\$ 23,700.00			2.00	\$ 23,700.00
140	Casting, Water Valve, Adjust to Grade	3	EA	\$ 375.00	\$ 1,125.00						
141	Casting, Water Meter, Adjust to Grade	2	EA	\$ 375.00	\$ 750.00						
142	Sign, Street, Ground Mounted, Reset	10	EA	\$ 185.00	\$ 1,850.00						
143	Line, Paint, Solid, White, 4 in.	2,320	LFT	\$ 2.00	\$ 4,640.00						
144	Line, Paint, Solid, Yellow, 4 in.	336	LFT	\$ 2.00	\$ 672.00						
145	Paint, Solid, Yellow, 4 in.	336	LFT	\$ 2.00	\$ 672.00						
146	Transverse Marking, Paint, Stop Line, White, 24 in	82	LFT	\$ 11.50	\$ 943.00						
147	Transverse Marking, Paint, Crosswalk Line, White	269	LFT	\$ 5.50	\$ 1,479.50						
148	Pavement Message Marking, Paint, School	2	EA	\$ 850.00	\$ 1,700.00						
201	Fire Hydrant Assembly, Relocate	1	EA	\$ 3,450.00	\$ 3,450.00	1.00	\$ 3,450.00			1.00	\$ 3,450.00

Town of Bristol
Call 2023-2 Community Crossings Project

		Bid Total				Pay App. No. 1 (July 3)		Pay App. No. 2 (Aug. 29)		TOTAL TO DATE	
em	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
	TOTAL CONTRACT				\$ 657,987.00		\$ 193,766.50		\$ 393,608.50		\$ 587,375.00

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned Niblock Excavating Inc. has been heretofore employed by the Town of Bristol to furnish certain material and labor for the 2023-2 Community Crossings project located in Bristol, IN.

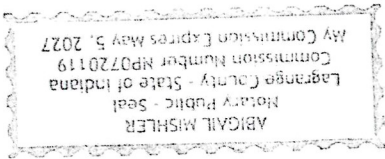
Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$354,247.65 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this Partial Waiver of Lien has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 29th day of August 2024.

Signed : Niblock Excavating, Inc.

By: Chad Niblock, President

Personally appeared before me this 29th day of August 2024, Chad Niblock, who, being duly sworn on oath, says: That he is President of Niblock Excavating, Inc., and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.



State of Indiana
County of Elkhart *Abigail Mishler*

Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027





RESOLUTION NO. 9/5/2024-8

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA, ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF CERTAIN TERRITORY INTO THE TOWN OF BRISTOL, INDIANA

WHEREAS, the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”) is considering the voluntary annexation of certain territory into the Town; and

WHEREAS, the area to be annexed is legally described and depicted in Appendix II to the Fiscal Plan (as defined herein) (the “Annexation Territory”); and

WHEREAS, pursuant to Indiana Code § 36-4-3-3.1(d), the Council is required to adopt a written fiscal plan and establish a definitive policy, by resolution, that meets the requirements set forth in Indiana Code § 36-4-3-13 for the Annexation Territory, prior to adopting an annexation ordinance; and

WHEREAS, the required fiscal plan, included as Exhibit A (the “Fiscal Plan”) and attached hereto and made a part hereof, has been prepared and presented to this Council for consideration; and

WHEREAS, the Fiscal Plan has been reviewed and complies with the requirements of Indiana Code § 36-4-3-13.

NOW, THEREFORE, BE IT RESOLVED 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. The Fiscal Plan is hereby approved and adopted for the Annexation Territory.
- Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA THIS
5th DAY OF SEPTEMBER, 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

KD_15503251_1.docx

EXHIBIT A
FISCAL PLAN
(To be attached)

**ANNEXATION FISCAL PLAN
FOR THE
TOWN OF BRISTOL**

CR 10 - SR 15 Annexation

August 16, 2024

Prepared by:



TABLE OF CONTENTS

	<u>Page(s)</u>
Introduction	1 - 2
Section I Area Description	
A. Location, Area Size and Contiguity	3
B. Current Land Use	3
C. Zoning	3
D. Current Population	3
E. Real Property Assessed Valuation	3
Section II Non-Capital Services	
A. Cost of Services	4
B. Police Protection	4
C. Fire Protection	4
D. Emergency Medical Services	4
E. Street Maintenance	5
F. Storm Drainage	5
G. Parks	5
H. Governmental Administrative Services	5
Section III Capital Improvements	
A. Cost of Services	6
B. Water Service	6
C. Wastewater Service	6
D. Storm Water and Drainage	7
E. Street Construction	7
Section IV Fiscal Impact	8
Section V Assumed Indebtedness	9
Appendix I Estimated Assessed Value and Tax Rate Impact	10
Parcel List	11
Appendix II Map and Legal Description of Annexation Area	

INTRODUCTION

The following fiscal plan (the "Fiscal Plan") is for the proposed annexation of parcels to the south of the existing corporate limits on the south side of Bristol (the "Annexation Area"). The Annexation Area is adjacent to the Town of Bristol (the "Town"). The requirements of the Indiana Code mandate the development and adoption of a written fiscal plan and the establishment of a definite policy by resolution of the Town Council. The Indiana Code 36-4-3-13(d) states that this fiscal plan must include and provide:

- 1) The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency;
- 2) The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used;
- 3) The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin;
- 4) That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation and that they will be provided in a manner equivalent in standard and scope to those non-capital services provided in areas within the corporate boundaries regardless of similar topography, patterns of land use and population density;
- 5) That services of a capital improvement nature, including street construction, street lighting, sewer facilities, water facilities and storm water drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use and population density and in a manner consistent with federal, state and local laws, procedures and planning criteria;
- 6) The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation;
- 7) The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation;

INTRODUCTION

- 8) Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation; and

- 9) A list of all parcels of property in the annexation territory and the following information regarding each parcel:
 - (A) The name of the owner of the parcel.
 - (B) The parcel identification number.
 - (C) The most recent assessed value of the parcel.
 - (D) The existence of a known waiver of the right to remonstrate on the parcel.

This Fiscal Plan may include additional materials in connection with the foregoing. It was developed through the cooperative efforts of the Town's various administrative offices and the Town's financial advisors, Baker Tilly. This Fiscal Plan is the result of an analysis of the proposed Annexation Area.

The Annexation Area is contiguous to the Town for the purposes of Indiana Code 36-4-3-1.5, and there is a written Fiscal Plan, herein provided, that has been approved by the Town Council.

AREA DESCRIPTION

A. Location, Area Size and Contiguity

The proposed Annexation Area is located on the south side of the existing corporate boundaries on the south side of the Town. A map and legal description of the area to be annexed has been included in attached Appendix II.

The Annexation Area is approximately 158 acres. The perimeter boundary of the Annexation Area is more than 12.5% contiguous to the existing corporate boundaries of the Town.

B. Current Land Use

The Annexation Area consists of vacant and agricultural land.

C. Zoning

Existing Zoning: A-1, GPUD B-3, GPUD R-1, GPUD R-4, GPUD M-1 and M-2

Proposed Zoning: GPUD B-3

D. Current Population

The current population of the Annexation Area is estimated at 0, as there are no occupied homes within the Annexation Area.

E. Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$171,300. This represents the net assessed value as of January 1, 2023 for taxes payable 2024.

NON-CAPITAL SERVICES**A. Cost of Services**

The current standard and scope of non-capital services being delivered within the Town and the Annexation Area were evaluated by each municipal department to determine the personnel and equipment necessary to provide such non-capital services in a manner equivalent in standard and scope to services that are currently provided within the existing Town's municipal boundary.

The Town will provide all non-capital services to the Annexation Area within one (1) year after the effective date of the annexation in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town regardless of topography, patterns of land use, and population density.

B. Police Protection

The Elkhart County Sheriff's Department currently provides police protection and law enforcement services to the Annexation Area. However, all non-capital services of the Bristol Police Department will be made available in the Annexation Area within 1 year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

The Town of Bristol Police Department's primary purpose is the prevention of crime. The Police Department patrols within the boundaries of the Town on a daily basis and responds to all alarm calls. In addition, the Police Department provides other services such as detection and apprehension of offenders, traffic control and preservation of civil order. The Police Department does not distinguish between different areas of the Town. The same services are provided throughout the Town. Due to the location and character of the Annexation Area, the Town does not anticipate that the Police Department will incur any additional costs as a result of the

C. Fire Protection

The Annexation Area is currently served by the Washington Township Volunteer Fire Department ("WTVFD"). The WTVFD serves the Town of Bristol through a contractual agreement. Given the relatively small Annexation Area, it is anticipated that any increase in the cost of the contractual arrangement for fire services will be negligible.

D. Emergency Medical Services

Currently, the WTVFP provides emergency medical services to the Annexation Area. These services include, but are not limited to, emergency medical response. Given the relatively small Annexation Area, it is anticipated that any increase in the cost of the contractual arrangement for emergency medical services will be negligible.

NON-CAPITAL SERVICES**E. Street Maintenance**

All dedicated state roads in the Annexation Area are currently maintained by the State of Indiana and this will not change as a result of the annexation.

F. Storm Drainage

Storm water and drainage facilities throughout the Annexation Area will be consistent with the Town's current storm water and drainage system throughout the Town. The Town and County have maintained their drainage areas very similarly, therefore it is not anticipated that there will be any additional cost to the Town. Any future development in the area will have to have its storm water plan approved by the Town, and any associated storm water and drainage costs will be borne by the developers. Nevertheless, all non-capital storm water services will be made available in the Annexation Area within 1 year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

G. Parks

There are currently four downtown parks in the Town of Bristol. Hermance Park has a rental pavilion and Congdon Park has a rental gazebo. Raber Golf Course is town-owned and is located across from Bay Ridge on the west end of Town. It is anticipated that no additional parks will be added as a result of annexation, therefore there will be no additional costs to the Town.

H. Governmental Administrative Services

The Town does not anticipate that the addition of the Annexation Area will result in a demand for Governmental Administrative Services that cannot be met by the existing staffing of the Town's offices, agencies and departments. All non-capital services of the administration of the Town will be made available in the Annexation Area on the date the annexation becomes effective and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

The Governmental Administrative Services of the Town include, but are not limited to, the services provided by the following:

- Town Council
- Town Manager
- Clerk Treasurer

CAPITAL IMPROVEMENTS**A. Cost of Services**

The Annexation Area was evaluated to determine the services and facilities required to provide the same type of services in the same manner as services that are currently provided within the existing Town's corporate limits.

The Town will provide the following capital services to the Annexation Area no later than three (3) years after the effective date of the annexation in the same manner as those capital services provided to areas within the Town regardless of topography, patterns of land use and population density and in a manner consistent with federal, state and local laws, procedures and planning criteria. It is currently assumed that the annexation will be effective as soon as practically possible, but not later than December 31, 2024.

B. Water Service

The Annexation Area is currently not served. The Bristol Municipal Water Utility provides water service in the surrounding area and has the capacity to serve the Annexation Area if and when connection is desired. It is anticipated that new customers will pay the applicable tap fee and water assessment charges. It is important to note that the Water Utility is a separate proprietary fund of the Town that maintains separate books and records, and extensions in service are typically borne by the respective property owner or developer. Regardless, all capital services of the Water Department will be extended to the Annexation Area within 3 years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

C. Wastewater Service

The Annexation Area is currently not served. The Bristol Municipal Sewage Works provides wastewater service in the surrounding area and has the capacity to serve the Annexation Area if and when connection is desired. It is anticipated that new customers will pay the applicable tap fee and sewer assessment charges. It is important to note that the Sewage Works is a separate proprietary fund of the Town that maintains separate books and records, and extensions in service are typically borne by the respective property owner or developer. Regardless, all capital services of the Wastewater Department will be extended to the Annexation Area within 3 years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

CAPITAL IMPROVEMENTS

D. Storm Water and Drainage

Storm water and drainage facilities throughout the Annexation Area will be consistent with the Town's current storm water and drainage system throughout the Town. Any future development in the area will have to have its storm water plan approved by the Town, and any associated storm water and drainage costs will be borne by the developers, therefore it is not anticipated that there will be any additional cost to the Town. Regardless, all capital services of the Town will be extended to the Annexation Area within 3 years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

E. Street Construction

Construction of any new streets within the Annexation Area will be the responsibility of the appropriate developer in accordance with the applicable Town Code. The existing streets within the Annexation Area are in very similar condition to existing Town streets; it is not anticipated that any additional costs will be required to improve them to Town standards. Regardless, all capital services of the Street Department, including evaluation and construction services, will be extended to the Annexation Area within 3 years of the effective date of this annexation in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

SECTION IV

FISCAL IMPACT

As a result of this annexation, based on assessed values of the Annexation Area as of January 1, 2023, the net assessed value for the Town is anticipated to increase by \$100,200 to \$306,748,503. This represents an increase of approximately 0.03%. The net impact of increasing the Town's net assessed value will result in additional property tax revenues to the Town, which may be used to offset the cost of providing services to the Annexation Area.

It is assumed that the effective date of this annexation will be as soon as practically possible, but no later than December 31, 2024. Based on the assumed effective date, Annexation Area property owners will not pay property taxes to the Town until 2025 payable 2026, or until the parcels are no longer municipal tax-exempt. However, the Town will begin providing non-capital municipal services to the property owners within one (1) year after the effective date of the annexation, and it will begin providing capital municipal services to the property owners within three (3) years after the effective date of the annexation.

It is anticipated that there will be no additional costs to the Town as a result of the annexation.

It is anticipated that the Town will realize an increase in its levy of approximately \$733 (\$705 net of circuit breaker) as a result of the annexation. However, the percentage increase in the levy will not exceed the percentage increase in the Town's assessed value; therefore; there is not anticipated to be a tax rate increase as a direct result of this annexation. If there is a shortfall in revenue from the annexation, the services described in this plan can be provided using funds on hand.

Based on the assumed annual growth factors noted on page 10, the additional levy will be approximately \$765 (\$737 net of circuit breaker) in 2027, \$792 (\$764 net of circuit breaker) in 2028, and \$824 (\$796 net of circuit breaker) in 2029. The impact to other taxing units in the district will be as follows:

County	\$	12
Township		-
Town		28
School		28
Library		<u>1</u>
Total	\$	<u><u>69</u></u>

SECTION V

ASSUMED INDEBTEDNESS

As required by Indiana Code 36-4-3-10, the Town will assume and pay any unpaid bonds or other obligations of Washington Township existing at the effective date of the annexation of the Annexation Area in the same ratio as the assessed valuation of the property in the Annexation Area bears to the assessed valuation of all property in Washington Township, as shown by the most recent assessment for taxation before the annexation, unless the assessed property within the Town is already liable for the indebtedness.

Washington Township currently has no outstanding debt.

Appendix I

TOWN OF BRISTOL, INDIANA

CR 10 - SR 15 Annexation

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT

(Assumes first year of tax collections from Annexation Area is 2025 pay 2026)

<u>Assessment Year</u>	<u>Estimated Net Assessed Value of Annex. Area</u>	<u>Estimated Net Assessed Value of Town</u>	<u>Total Est. Net Assessed Value of Town</u>	<u>Est. Property Tax Levy of Town</u>	<u>Total Est. Property Tax Rate</u>
	(1)	(2)	(3)	(4),(5)	(6)
2023 Pay 2024	N/A	\$278,139,050	\$278,139,050	\$2,563,052	\$0.9215
2024 Pay 2025	N/A	292,046,003	292,046,003	2,658,109	0.9102
2025 Pay 2026	\$100,200	306,648,303	306,748,503	2,776,146	0.9050
2026 Pay 2027	100,200	321,980,718	322,080,918	2,887,071	0.8964
2027 Pay 2028	100,200	338,079,754	338,179,954	2,985,288	0.8828
2028 Pay 2029	100,200	354,983,742	355,083,942	3,097,531	0.8723

- (1) Based on current net assessed value of the real property, less municipal tax-exempt agricultural assessed land, in the Annexation Area as gathered from the Elkhart County Assessor's office. Any future incremental assessed value from potential development is anticipated to be captured within a TIF area, with those property tax dollars received by the Town's redevelopment commission.
- (2) Assumes the assessed value for the Town of Bristol, excluding the Annexation Area, grows at a rate of 5%.
- (3) Represents the net assessed value for the Town, including the Annexation Area, used to calculate the tax rate.
- (4) Assumes controlled property tax levies increase at an annual growth factor of 4% for 2025, 4.8% for 2026, 4.3% for 2027, 3.6% for 2028, and 4.0% for 2029.
- (5) Assumes the Town receives an automatic increase in its levy equal to its percentage increase in net assessed value as a result of the annexation. Assumes that the debt levy remains constant. Also, assumes the CCD rate remains constant, which results in additional levy due to NAV growth.
- (6) Based on the Est. Property Tax Levy of Town divided by the Total Est. Net Assessed Value of Town.

TOWN OF BRISTOL, INDIANA

CR 10 - SR 15 Annexation

PARCEL LIST

<u>Parcel ID</u>	<u>Owner</u>	<u>'23 Pay '24 Net Assessed Value</u>	<u>Remonstrance Waiver</u>
20-03-34-200-005.000-030	AWT, Inc.	\$2,000	No
20-03-34-200-006.000-030	AWT, Inc.	100,200	No
20-03-35-100-011.000-030	AWT, Inc.	44,200	No
20-03-35-100-018.000-030	AWT, Inc.	4,200	No
20-03-35-100-002.000-030	AWT, Inc.	20,700	No
		<u>Total</u>	
		<u>\$171,300</u>	

Appendix II

LEGAL DESCRIPTION

The following described tracts of land:

Part of the Southwest Quarter of Section 26, part of the Northeast Quarter of Section 34, and Part of the Northwest Quarter of Section 35, all in Township 38 North, Range 6 East, situated in Washington Township, Elkhart County, State of Indiana and all the more particularly described as follows:

Beginning at a steel tablet marking the Southeast Corner of the Northeast Quarter of said Section 34; thence South $89^{\circ}49'10''$ West, along the South Line of the Northeast Quarter of said Section 34, a distance of 1332.08 feet to a Masonry Nail marking the Southwest Corner of the East Half of Said Northeast Quarter; thence North $00^{\circ}37'38''$ West along the West Line of the East Half of said Northeast Quarter, 2526.83 feet to a Spindle Gear marking the southwest corner of land deeded to James E. & Mary A. Garver, as per Deed Record No. 87-000057; thence North $89^{\circ}48'00''$ East, along the south line of said Garver Land, 332.77 feet to a Pinch Pipe, marking the southeast corner of said Garver Land; thence North $00^{\circ}36'14''$ West, along the east line of said Garver Land, 131.95 feet to an Iron Pipe marking the northeast corner of said Garver Land, and a point on the North Line of the Northeast Quarter of said Section 34; thence North $89^{\circ}42'25''$ East, along said north line, 641.89 feet to an Iron Pipe marking the southeast corner of a tract of land deeded to Bristol Buildings, as per Deed Record No. 95-018010;

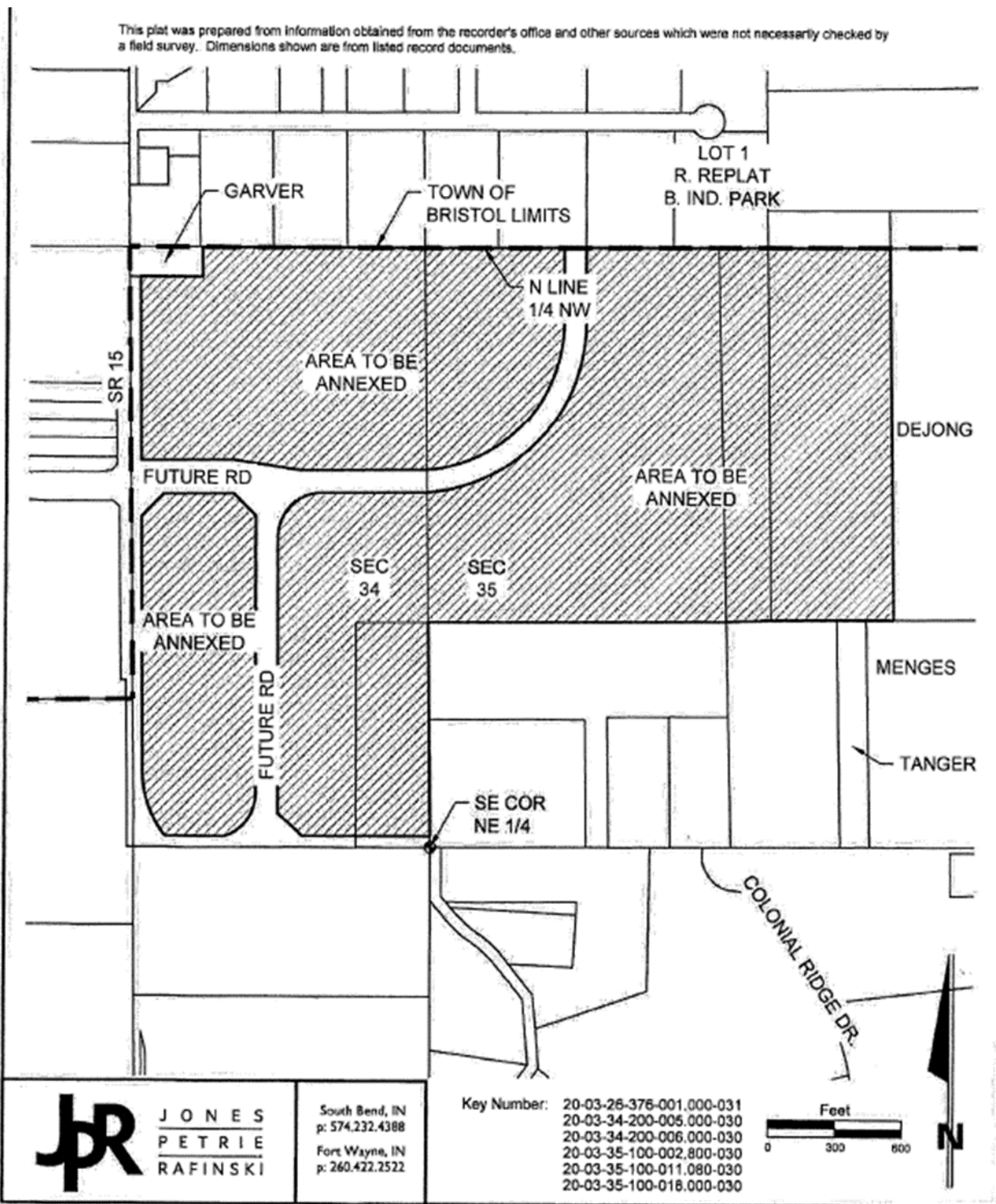
thence North 89°49'42" East, along the North Line of Said Northeast Quarter, 1887.92 feet to a Pinch Pipe, marking the southeast corner of Lot One (1), as said Lot is known and designated on the recorded Partial Replat Of Bristol Industrial Park, as per plat book 22, Page 17; thence continuing on the North line of said Northeast Quarter to the West line of land conveyed to Nicolas Dejong 2000 Revocable Trust as per Deed Record No. 2001-23508; thence South 00°20'48" East, along the west line of said Dejong Land, 1818.84 feet to a Rebar w/cap marking a point on the north line of land deeded to Lyle D. Menges as per Deed Record No. 2001-17135; thence South 89°03'43" West, 235.19 feet to an Iron Pipe marking the northwest corner of a tract of land deeded to Stephen C. & Dawn M. Tanger, as per Deed Record No. 98-22693; thence South 89°48'48" West, 1845.23 feet to a Rebar w/cap; thence South 00°10'35" East, 989.56 feet to the aforesaid Point Of Beginning.

Containing 155 Acres more or less.

Subject to public highway.

Subject to any and all easements/encumbrances or facts which may be disclosed by a full and accurate title search.

MAP OF THE ANNEXATION TERRITORY



ORDINANCE NO. 9/5/2024-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ANNEXING CERTAIN TERRITORY AND DECLARING THE SAME TO BE A PART OF THE TOWN OF BRISTOL, INDIANA

WHEREAS, the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”) has the authority to annex lands into the Town pursuant to Indiana Code § 36-4-3 (the “Act”); and

WHEREAS, the Council received a petition for voluntary annexation into the Town (the “Petition”); and

WHEREAS, the Petition requests that five (5) parcels along State Road 15, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-34-200-005.000-030, 20-03-34-200-006.000-030, 20-03-35-100-011.000-030, 20-03-35-100-018.000-030, and 20-03-35-100-002.000-030, consisting of approximately 155 acres (the “Annexation Territory”), be annexed by the Town; and

WHEREAS, the Petition has been signed by one hundred percent (100%) of the owners of land within the Annexation Territory; and

WHEREAS, a legal description and map of the Annexation Territory are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference; and

WHEREAS, the Annexation Territory is contiguous to the current boundaries of the Town in accordance with Section 1.5 of the Act and has not been previously annexed; and

WHEREAS, the Annexation Territory is currently zoned under Elkhart County zoning as Agricultural (A-1), General Planned Unit Development Limited Manufacturing (GPUD M-1), General Planned Unit Development General Manufacturing (GPUD M-2), General Planned Unit Development Business and Wholesale (GPUD B-3), Limited Manufacturing (M-1), and General Manufacturing (M-2); and

WHEREAS, the Council has adopted, by resolution, a fiscal plan for the annexation of the Annexation Territory in accordance with Section 3.1(d) of the Act; and

WHEREAS, the Council has conducted a public hearing on July 18, 2024, as required by law with regard to the annexation of the Annexation Territory; and

WHEREAS, the Council now finds that the statutory criteria under the Act for annexation have been met.

NOW, THEREFORE, BE IT ORDAINED by 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. In accordance with Section 5.1 of the Act, the Annexation Territory is hereby annexed to and declared to be part of the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
- Section 3. The Annexation Territory is to further include the contiguous public highways and rights-of-way of the public highways which are adjacent to the Annexation Territory pursuant to Section 2.5 of the Act.
- Section 4. The Annexation Territory shall not be assigned to any Town Council District as the Town has abolished the Town’s Council Districts under Indiana Code 36-5-2-4.1.
- Section 5. The Annexation Territory shall retain the Agricultural (A-1), General Planned Unit Development Limited Manufacturing (GPUD M-1), General Planned Unit Development General Manufacturing (GPUD M-2), General Planned Unit Development Business and Wholesale (GPUD B-3), Limited Manufacturing (M-1), and General Manufacturing (M-2) zoning classification following the annexation into the Town upon the effective date of this Ordinance.
- Section 6. This Ordinance shall be in full force and effect upon its passage by the Council, and its publication and filing, upon the passage of the applicable thirty (30) day waiting period, in the absence of remonstrance and appeal, all as provided by the Act.
- Section 7. That all ordinances or parts thereof in conflict herewith are hereby repealed.

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 5th DAY OF SEPTEMBER, 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

Prepared by and return after recording to:

Scott C. Frissell
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, IN 46032-5407
Phone: (317) 238-6246

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Scott C. Frissell

EXHIBIT A

LEGAL DESCRIPTION

The following described tracts of land:

Part of the Southwest Quarter of Section 26, part of the Northeast Quarter of Section 34, and Part of the Northwest Quarter of Section 35, all in Township 38 North, Range 6 East, situated in Washington Township, Elkhart County, State of Indiana and all the more particularly described as follows:

Beginning at a steel tablet marking the Southeast Corner of the Northeast Quarter of said Section 34; thence South 89°49'10" West, along the South Line of the Northeast Quarter of said Section 34, a distance of 1332.08 feet to a Masonry Nail marking the Southwest Corner of the East Half of Said Northeast Quarter; thence North 00°37'38" West along the West Line of the East Half of said Northeast Quarter, 2526.83 feet to a Spindle Gear marking the southwest corner of land deeded to James E. & Mary A. Garver, as per Deed Record No. 87-000057; thence North 89°48'00" East, along the south line of said Garver Land, 332.77 feet to a Pinch Pipe, marking the southeast corner of said Garver Land; thence North 00°36'14" West, along the east line of said Garver Land, 131.95 feet to an Iron Pipe marking the northeast corner of said Garver Land, and a point on the North Line of the Northeast Quarter of said Section 34; thence North 89°42'25" East, along said north line, 641.89 feet to an Iron Pipe marking the southeast corner of a tract of land deeded to Bristol Buildings, as per Deed Record No. 95-018010;

thence North 89°49'42" East, along the North Line of Said Northeast Quarter, 1887.92 feet to a Pinch Pipe, marking the southeast corner of Lot One (1), as said Lot is known and designated on the recorded Partial Replat Of Bristol Industrial Park, as per plat book 22, Page 17; thence continuing on the North line of said Northeast Quarter to the West line of land conveyed to Nicolas Dejong 2000 Revocable Trust as per Deed Record No. 2001-23508; thence South 00°20'48" East, along the west line of said Dejong Land, 1818.84 feet to a Rebar w/cap marking a point on the north line of land deeded to Lyle D. Menges as per Deed Record No. 2001-17135; thence South 89°03'43" West, 235.19 feet to an Iron Pipe marking the northwest corner of a tract of land deeded to Stephen C. & Dawn M. Tanger, as per Deed Record No. 98-22693; thence South 89°48'48" West, 1845.23 feet to a Rebar w/cap; thence South 00°10'35" East, 989.56 feet to the aforesaid Point Of Beginning.

Containing 155 Acres more or less.

Subject to public highway.

Subject to any and all easements/encumbrances or facts which may be disclosed by a full and accurate title search.

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY

