



# TOWN COUNCIL REGULAR MEETING

Thursday, February 20, 2025 at 7:00 PM  
Council Chamber Bristol Municipal Complex

## AGENDA

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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 regular Council meeting minutes of January 16, February 6, & February 18, 2025 and Executive Session minutes of February 6, 2025.

**REPORTS**

**7. TOWN MANAGER**

- a. This plan will be managed through Elkhart County Emergency Management (EMA). FEMA requires that the County, Cities, and Towns adopt this plan. Approval will make Bristol eligible for certain FEMA assistance that can fund natural hazards. Jen Toby , EMA Director to present and answer questions

- b. CF-1 for Lippert PP phase-in

Commitments : New employees- 100 **Actual - 213**

New salaries - \$4,187,000 **Actual - \$ 9,958,997**

New investment equipment - \$ 29,700,000 **Actual - \$ 40,188,513**

Recommend approval.

- c. CF-1 Real Estate Lippert

Same commitments as PP for employees and wages

Real estate improvements : commitment : \$10,000,000 RE improvements **Actual - \$19,649,148**

Recommend approval

**d.** Renew contract with Humane Shelter/ County interlocal agreement. Bristol's share \$4,840

**e.** Pay app 21 & 22

1. SRF disbursement request # 21 for \$39,701 to Commonwealth Engineering

2. SRF disbursement request # 22 to Crosby Construction

a. payment to contractor \$422,687.38

b. payment to retainage \$ 22,246.70

**f.** CCMG 2024-1 Change order number 1 reduction of \$2,082.50

**g.** Borden Waste Away contract extension

**h.** NIPSCO hold harmless agreement for use of town streets

## **8. CLERK-TREASURER**

## **9. TOWN MARSHAL**

**a.** January report

**b.** K9 Donation Letter

## **10. FIRE CHIEF**

**a.** February operations report

## **11. PARK BOARD**

## **12. TOWN ATTORNEY**

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

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

## **14. TOWN COUNCIL DISCUSSION ITEMS**

**a.** Doug DeSmith

**b.** Dean Rentfrow

**c.** Cathy Burke

**d.** Gregg Tuholski

**e.** Jeff Beachy

## **NEXT MEETINGS:**

**March 6 : 7:00 pm Council meeting**

**March 18: 7:00 pm | work session - town development standards**

**March 29 : 7:00 pm Council meeting**

**15. MOTION TO ADJOURN**

RESOLUTION NO 2-20-2025 - \_\_\_\_\_

RESOLUTION OF THE TOWN OF BRISTOL  
ADOPTING MULTI-HAZARD MITIGATION PLAN

WHEREAS the Town of Bristol recognizes the threat that natural hazards pose to people and property within the Town of Bristol; and

WHEREAS the Town of Bristol has prepared a multi-hazard mitigation plan, hereby known as the Elkhart County Multi-Hazard Mitigation Plan of 2025 in accordance with the federal and state laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the Nation Flood Insurance Act of 1968, as amended; and the National Sam Safety Programs Act, as amended; and Indiana Code Chapter 10-14-3; and

WHEREAS the Elkhart County Multi-Hazard Mitigation Plan of 2025 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Elkhart County from the impacts of future hazards and disasters; and

WHEREAS adoptions by the Town of Bristol demonstrate its commitment to hazard mitigation and achieving the goals outlined in the Elkhart County Multi-Hazard Mitigation Plan of 2025.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMISSIONERS OF ELKHART COUNTY, INDIANA THAT:

Section 1. Elkhart County adopts the Elkhart County Multi-Hazard Mitigation Plan of 2025.

Section 2. This Resolution does not limit the power of the Elkhart County Emergency Management Advisory Council or the Elkhart County Emergency Management Organization to revise the Elkhart County Multi-Hazard Mitigation Plan of 2025 as permitted by state and federal law. Any such changes will not require the Town of Bristol to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

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Jeff Beachy, President

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Cathy Burke

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Dean Rentfrow

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Gregg Tuholski

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Doug DeSmith

ATTEST:

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Cathy Antonelli, Clerk-Treasurer



# COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

**PRIVACY NOTICE**  
This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

**FORM** Section 7, Item b.  
**2025 Pay 2026**

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
  2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
  3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer <b>Lippert Components Manufacturing, Inc.</b>		County <b>Elkhart</b>
Address of Taxpayer (number and street, city, state, and ZIP code) <b>3501 County Road 6 East, Elkhart IN 46514</b>		DLGF Taxing District Number <b>031</b>
Name of Contact Person <b>Joe Salsbury</b>	Telephone Number <b>(574) 312-6360</b>	Email Address <b>Jsalsbury@lci1.com</b>

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body <b>Bristol Town Council</b>	Resolution Number <b>12-17-20R</b>	Estimated State Date (month, day, year) <b>12/01/2020</b>
Location of Property <b>2020 Blakesley Pkwy, Bristol IN 46507</b>		Actual Start Date (month, day, year) <b>12/01/2020</b>
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. <b>Manufacturing Equipment for Expansion</b>		Estimated Completion Date (month, day, year) <b>12/31/2023</b>
		Actual Completion Date (month, day, year) <b>12/31/2023</b>

SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	<b>41</b>	<b>254</b>
Salaries	<b>2,121,452</b>	<b>12,080,449</b>
Number of Employees Retained	<b>41</b>	<b>41</b>
Salaries	<b>2,121,452</b>	<b>2,121,452</b>
Number of Additional Employees	<b>100</b>	<b>213</b>
Salaries	<b>4,187,000</b>	<b>9,958,997</b>

SECTION 4 COST AND VALUES								
AS ESTIMATED ON SB-1	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$ 3,200,000	\$	\$	\$	\$ 250,000	\$	\$ 350,000	\$
Plus: Values of Proposed Project	\$ 28,500,000	\$	\$ 150,000	\$	\$ 400,000	\$	\$ 900,000	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 29,700,000	\$	\$ 150,000	\$	\$ 650,000	\$	\$ 1,250,000	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$ 3,200,000	\$	\$	\$	\$ 250,000	\$	\$ 350,000	\$
Plus: Values of Proposed Project	\$ 36,988,513	\$	\$	\$	\$	\$	\$ 1,023,625	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 40,188,513	\$	\$	\$	\$ 250,000	\$	\$ 1,373,625	\$

**NOTE:** The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title <b>Tax Director</b>	Date Signed (month, day, year) <b>02/12/25</b>

*INSTRUCTIONS: (IC 6-1.1-12.1-5.9)*

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The property owner <b>IS</b> in substantial compliance		
<input type="checkbox"/>	The property owner <b>IS NOT</b> in substantial compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 5 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	

**APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]**

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



**STATEMENT OF BENEFITS  
PERSONAL PROPERTY**

State Form 51764 (R4 / 11-15)  
Prescribed by the Department of Local Government Finance

**FORM SB-1 / PP**

**PRIVACY NOTICE**  
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

**INSTRUCTIONS**

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

**SECTION 1 TAXPAYER INFORMATION**

Name of taxpayer <b>Lippert Components Manufacturing, Inc.</b>	Name of contact person <b>Thomas J. Bauters, CPA</b>
Address of taxpayer (number and street, city, state, and ZIP code) <b>3501 County Road 6 East, Elkhart, IN 46514</b>	Telephone number <b>( 574 ) 505-0813</b>

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body <b>Bristol Town Council</b>	Resolution number (s)	
Location of property <b>52395 County Road 29, Bristol, IN 46507</b>	County <b>Elkhart</b>	
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) <b>Manufacturing and related equipment to be installed within a new 398,000 sq ft manufacturing space attached to the existing structure. Additional equipment to be purchased to ensure that it meets the requirements for the new and expanded manufacturing operation.</b>	DLGF taxing district number <b>031</b>	
	<b>ESTIMATED</b>	
		<b>START DATE</b>
		<b>COMPLETION DATE</b>
	<b>Manufacturing Equipment</b>	<b>12/01/2020</b>
<b>R &amp; D Equipment</b>	<b>12/01/2020</b>	
<b>Logist Dist Equipment</b>	<b>12/01/2020</b>	
<b>IT Equipment</b>	<b>12/01/2020</b>	

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
<b>41</b>	<b>\$2,121,452</b>	<b>41</b>	<b>\$2,121,452</b>	<b>100</b>	<b>\$4,187,000</b>

**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

<b>NOTE:</b> Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values	<b>3,200,000</b>		<b>0</b>		<b>250,000</b>		<b>350,000</b>	
Plus estimated values of proposed project	<b>26,500,000</b>		<b>150,000</b>		<b>400,000</b>		<b>900,000</b>	
Less values of any property being replaced	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
Net estimated values upon completion of project	<b>29,700,000</b>		<b>150,000</b>		<b>650,000</b>		<b>1,250,000</b>	

**SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) _____	Estimated hazardous waste converted (pounds) _____
Other benefits:	

**SECTION 6 TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.

Signature of authorized representative <i>Thomas J. Bauters, CPA</i>	Date signed (month, day, year) <b>November 11, 2020</b>
Printed name of authorized representative <b>Thomas J. Bauters, CPA</b>	Title <b>Assistant Treasurer &amp; Tax Director</b>



FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed three calendar years \* (see below). The date this designation expires is December 31, 2023. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

- B. The type of deduction that is allowed in the designated area is limited to:
1. Installation of new manufacturing equipment;
2. Installation of new research and development equipment;
3. Installation of new logistical distribution equipment.
4. Installation of new information technology equipment;
[ ] Yes [ ] No [ ] Enhanced Abatement per IC 6-1.1-12.1-18
Check box if an enhanced abatement was approved for one or more of these types.

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ \_\_\_\_\_ cost with an assessed value of \$ \_\_\_\_\_. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) \_\_\_\_\_

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

- [ ] Year 1 [ ] Year 2 [ ] Year 3 [ ] Year 4 [ ] Year 5 [ ] Year 6 [ ] Year 7 [ ] Year 8 [ ] Year 9 [ ] Year 10
[ ] Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: \_\_\_\_\_
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? [ ] Yes [ ] No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Table with 3 columns: Signature and title of authorized member of designating body, Telephone number, Date signed (month, day, year). Includes signature of Jeff Beachy, Town Council President, phone number (574) 848-7007, and date February 18, 2020. Also includes attestation by Cathy Antonelli, Clerk-Treasurer.

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

**COMMITMENT AND PAYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective the <sup>18<sup>th</sup></sup> ~~21<sup>st</sup>~~ <sup>February</sup> day of January, 2021 by and between the Town of Bristol, Indiana (hereinafter referred to as "Town of Bristol") and Lippert Components Manufacturing, Inc. (hereinafter referred to as "Lippert");

**WITNESSETH:**

WHEREAS the Town Council for the Town of Bristol, Indiana adopted Resolution No. 12-17-20R on December 17, 2020, which Resolution is entitled "Declaratory Resolution Designating Economic Revitalization Area and Qualifying Certain Real Estate Improvements and Personal Property for Property Tax Phase-In" for the benefit of Lippert;

WHEREAS said Resolution is subject to the condition that Lippert enters into an Agreement with the Town of Bristol, Indiana concerning the Economic Revitalization Area prior to the Resolution being, finalized and confirmed;

NOW, THEREFORE, in consideration of the premises, the terms and provisions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Town of Bristol and Lippert mutually agree as follows:

1. Commitment of Investment and Employment. Provided Resolution 12-17-20R is finalized and confirmed by the Town of Bristol, Indiana on terms no less favorable to Lippert as are contained in Resolution 12-17-20R, Lippert does hereby agree to fulfill the following commitments:

- (a) That Lippert will invest no less than Twenty-seven Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$27,950,000.00) in new manufacturing, Logistic, Research and Development and IT equipment to be located at the location in Bristol,

Indiana identified in Exhibit B<sub>1</sub> and B<sub>2</sub> to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty Million Eight Hundred Thousand (\$20,800,000) in 2021, Six Million Nine Hundred Thousand (\$6,900,000) in 2022; and Two Hundred Fifty Thousand (\$250,000) in 2023);

(b) That Lippert will invest no less than Ten Million and 00/100 Dollars (\$10,000,000.00) on the redevelopment and rehabilitation of the real estate located on Exhibits B<sub>1</sub> and B<sub>2</sub> of Resolution 12-17-20R on or before December 31, 2021 (Three Million (\$3,000,000) in 2020 and Seven Million (\$7,000,000) in 2021);

(c) That Lippert will have an additional annual payroll, not including fringe benefits, of at least Four Million One Hundred Eighty-seven Thousand and 00/100 Dollars (\$4,187,000.00) with no less than an additional One Hundred (100) full-time positions for the location in Bristol, Indiana identified in Exhibit B<sub>2</sub> to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty-five additional by December 31, 2021; another additional Sixty-seven by December 31, 2022; final additional Eight (total 100) by December 31, 2023);

(d) That Lippert will remain in operation at the Exhibit B<sub>1</sub> and B<sub>2</sub> location in Bristol, Indiana for a term of no less than five (5) years commencing December 31, 2021 through and including December 31, 2026; and

(e) Every new employee at the facility of Lippert located in Bristol, Indiana will have a regular (i.e., non-overtime) pay rate whether salary or hourly of no less than Thirteen and 00/100 Dollars (\$13.00) per hour exclusive of any benefits and no more than Twenty Percent (20%) of the employees or workers at Lippert's Bristol, Indiana facility will be part time or contract labor (80% of workers at Lippert's Bristol, Indiana

facility must be full time employees of Lippert).

2. Re-Payment Agreement. In the event that Lippert fails to meet any of its respective commitments contained within this Agreement within the time frames specified above, Lippert shall be liable and shall cause to be paid to the Town of Bristol, Indiana the percentage specified below for the applicable time frame multiplied by the total real estate and personal property tax savings generated by the property tax phase-in established and authorized by Resolution 12-17-20R:

<u>Failure to meet commitment occurs:</u>	<u>Percentage of Property Tax Savings to be Paid:</u>
First Year of Deduction	100%
Second Year of Deduction	80%
Third Year of Deduction	60%

It is understood and agreed by Lippert that it, its successors and assigns, are jointly and severally liable, each for the performance of themselves and the other, of the terms of this agreement. Any reimbursement requirement of any tax savings to either is included in this joint obligation. In the event Lippert fails to pay said amount within thirty (30) days of being invoiced by Elkhart County and/or the Town of Bristol, that Company shall also be responsible for all costs of collection and enforcement incurred by the Town of Bristol including but not limited to reasonable attorney fees, expenses, and court costs.

3. Commitment of Verifying Documentation. Lippert commits and agrees to and shall provide annually to the Town of Bristol documentation verifying its compliance with the terms and provisions of this Agreement within Ninety (90) days after the end of each calendar year. Such documentation submitted shall be certified under oath as being true, accurate, and

complete.

4. Economic Development Fee. Indiana Code Section 6-1.1-12.1-14 provides that a designating body of an economic revitalization area may impose a fee not exceeding fifteen percent (15%) of the reduction in property taxes to which the property owner is entitled in each year as a result of the economic revitalization area for which the property owner's property tax liability is reduced by a property tax deduction. Lippert hereby agrees and consents to the imposition of this fee in an amount equal to fifteen percent (15%) of the reduction in property taxes for each tax year generated by the property tax phase-in established and authorized by Resolution 12-17-20R and Confirmatory Resolution 1-21-21R. Indiana Code Section 6-1.1-12.1-14 is hereby incorporated by reference, with the consent of Lippert into this Agreement and the initial approval of Lippert's Statement of Benefit Forms and property tax deductions established and authorized by Resolution 12-17-20R. It is understood and agreed by Lippert that in the event the Elkhart County Auditor does not notify Lippert of a lesser amount due, Lippert itself shall calculate and pay the full 15% fee to the Bristol Redevelopment Commission, Bristol, Indiana. Annual payment shall be made each year during any period of reduction on December 1<sup>st</sup>.

5. Assessment Appeals. Lippert hereby agrees and commits not to file any property tax assessment appeal, review, or other challenge of the property tax assessments made for its economic development project during the time periods for which property tax deductions are received unless:

(a) the original assessment for the economic development project is in excess of the economic development project cost;

(b) the original assessment of real estate is in excess of the purchase price paid

for the real estate in an arms-length transaction; or

(c) a trending assessment or reassessment increases the assessment for the economic development project more than fifteen percent (15%) for any year-to-year change or more than an average of ten percent (10%) per year over two or more years.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana without resort to conflict of law principles. Jurisdiction and venue of any claims or disputes arising under this Agreement shall be exclusively in the state and federal courts located in the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall relieve a party of any of its obligations hereunder.

IN WITNESS WHEREOF, the Town of Bristol and Lippert Components Manufacturing, Inc., have executed this Agreement effective on the date first set forth above by their duly authorized representatives.

TOWN OF BRISTOL:

TOWN COUNCIL FOR THE TOWN OF BRISTOL, INDIANA

By:   
Its: President

ATTEST:

  
Cathy Antonelli, Clerk/Treasurer

Date: February 18, 2021

1.21.2021 Council tabled the request.

2.18.2021 Council approved the Confirmatory Resolution

LIPPERT:


LIPPERT COMPONENTS  
MANUFACTURING, INC.

By: TJ FRACKS, CPA  
(Signature)

Printed Name: TOM BAUTERS

Title: ASSISTANT TREASURER  
+  
Tax Director

ATTEST:

  
Date: 12/22/2020

Kevin Wilcox  
HR Director



**COMPLIANCE WITH STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51766 (R6 / 4-23)  
Prescribed by the Department of Local Government Finance

20 25 PAY Section 7, Item c.

**FORM CF-1 / Real Property**

**PRIVACY NOTICE**  
The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

**INSTRUCTIONS:**

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer <b>Lippert Components Manufacturing, Inc.</b>		County <b>Elkhart</b>
Address of Taxpayer (number and street, city, state, and ZIP code) <b>3501 County Road 6 East, Elkhart IN 46514</b>		DLGF Taxing District Number <b>031</b>
Name of Contact Person <b>Joe Salsbury</b>	Telephone Number <b>( 574 ) 312-6360</b>	Email Address <b>Jsalsbury@lci1.com</b>
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body <b>Bristol Town Council</b>	Resolution Number <b>12-17-20R</b>	Estimated Start Date (month, day, year) <b>12/01/2020</b>
Location of Property <b>2020 Blakesley Pkwy, Bristol IN 46507</b>		Actual Start Date (month, day, year) <b>12/01/2020</b>
Description of Real Property Improvements <b>Construction of new 398,000 sq ft manufacturing space attached to the existing structure. Additional building improvements to the existing structure to ensure that it meets the requirements for the new and expanded manufacturing operation.</b>		Estimated Completion Date (month, day, year) <b>12/31/2023</b>
		Actual Completion Date (month, day, year) <b>12/31/2023</b>
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	41	254
Salaries	2,121,452	12,080,449
Number of Employees Retained	41	41
Salaries	2,121,452	2,121,452
Number of Additional Employees	100	213
Salaries	4,187,000	9,958,997
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 5,804,700	\$
Plus: Values of Proposed Project	\$ 10,000,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 15,804,700	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 5,804,700	\$
Plus: Values of Proposed Project	\$ 19,649,148	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 25,453,848	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title <b>Tax Director</b>	Date Signed (month, day, year) <b>2/12/25</b>



INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner <b>IS</b> in Substantial Compliance		
<input type="checkbox"/>	The Property Owner <b>IS NOT</b> in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body Bristol Town Council	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 4 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body Bristol Town Council	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



**STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R6 / 10-14)  
Prescribed by the Department of Local Government Finance

20 <u>    </u> PAY 20 <u>    </u>
<b>FORM SB-1 / Real Property</b>
<b>PRIVACY NOTICE</b>
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-6.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

**INSTRUCTIONS:**

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

**SECTION 1 TAXPAYER INFORMATION**

Name of taxpayer <b>Lippert Components Manufacturing, Inc.</b>		
Address of taxpayer (number and street, city, state, and ZIP code) <b>3501 County Road 6 E, Elkhart, IN 46514</b>		
Name of contact person <b>Thomas J. Bauters, CPA</b>	Telephone number <b>( 574 ) 505-0813</b>	E-mail address <b>TBAUTERS@LCI1.COM</b>

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body <b>Bristol Town Council</b>	Resolution number
Location of property <b>52395 County Road 29, Bristol, IN 46507</b>	County <b>Elkhart</b>
DLGF taxing district number <b>031</b>	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) <b>Construction of new 398,000 sq ft manufacturing space attached to the existing structure. Additional building improvements to the existing structure to ensure that it meets the requirements for the new and expanded manufacturing operation.</b>	Estimated start date (month, day, year) <b>12/01/2020</b>
	Estimated completion date (month, day, year) <b>12/31/2023</b>

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
<b>41.00</b>	<b>\$2,121,452.00</b>	<b>41.00</b>	<b>\$2,121,452.00</b>	<b>100.00</b>	<b>\$4,187,000.00</b>

**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	5,804,700.00	
Plus estimated values of proposed project	10,000,000.00	
Less values of any property being replaced	0.00	
Net estimated values upon completion of project	15,804,700.00	

**SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) _____	Estimated hazardous waste converted (pounds) _____
--	--

Other benefits

**SECTION 6 TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.

Signature of authorized representative <i>Thomas J. Bauters, CPA</i>	Date signed (month, day, year) <b>November 11, 2020</b>
Printed name of authorized representative <b>Thomas J. Bauters, CPA</b>	Title <b>Assistant Treasurer &amp; Tax Director</b>

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed three calendar years\* (see below). The date this designation expires is December 31, 2023.
- B. The type of deduction that is allowed in the designated area is limited to:
  - 1. Redevelopment or rehabilitation of real estate improvements  Yes  No
  - 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ \_\_\_\_\_.
- D. Other limitations or conditions (specify) \_\_\_\_\_.
- E. Number of years allowed:
 

<input type="checkbox"/> Year 1	<input type="checkbox"/> Year 2	<input checked="" type="checkbox"/> Year 3	<input type="checkbox"/> Year 4	<input type="checkbox"/> Year 5 (* see below)
<input type="checkbox"/> Year 6	<input type="checkbox"/> Year 7	<input type="checkbox"/> Year 8	<input type="checkbox"/> Year 9	<input type="checkbox"/> Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
  - Yes  No
  - If yes, attach a copy of the abatement schedule to this form.
  - If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body) Town Council President	Telephone number (574) 840-7007	Date signed (month, day, year) February 18, 2020
Printed name of authorized member of designating body Jeff Beachy	Name of designating body Knobel Town Council	
Attested by (signature and title of attester) Clerk Treasurer	Printed name of attester Cathy Antonelli	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

**Abatement schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
  - (2) The number of new full-time equivalent jobs created.
  - (3) The average wage of the new employees compared to the state minimum wage.
  - (4) The infrastructure requirements for the taxpayer's investment.
- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

**COMMITMENT AND PAYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective the <sup>10<sup>th</sup></sup> ~~21<sup>st</sup>~~ <sup>February</sup> day of January, 2021 by and between the Town of Bristol, Indiana (hereinafter referred to as "Town of Bristol") and Lippert Components Manufacturing, Inc. (hereinafter referred to as "Lippert");

**WITNESSETH:**

WHEREAS the Town Council for the Town of Bristol, Indiana adopted Resolution No. 12-17-20R on December 17, 2020, which Resolution is entitled "Declaratory Resolution Designating Economic Revitalization Area and Qualifying Certain Real Estate Improvements and Personal Property for Property Tax Phase-In" for the benefit of Lippert;

WHEREAS said Resolution is subject to the condition that Lippert enters into an Agreement with the Town of Bristol, Indiana concerning the Economic Revitalization Area prior to the Resolution being, finalized and confirmed;

NOW, THEREFORE, in consideration of the premises, the terms and provisions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Town of Bristol and Lippert mutually agree as follows:

1. Commitment of Investment and Employment. Provided Resolution 12-17-20R is finalized and confirmed by the Town of Bristol, Indiana on terms no less favorable to Lippert as are contained in Resolution 12-17-20R, Lippert does hereby agree to fulfill the following commitments:

(a) That Lippert will invest no less than Twenty-seven Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$27,950,000.00) in new manufacturing, Logistic, Research and Development and IT equipment to be located at the location in Bristol,

Indiana identified in Exhibit B<sub>1</sub> and B<sub>2</sub> to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty Million Eight Hundred Thousand (\$20,800,000) in 2021, Six Million Nine Hundred Thousand (\$6,900,000) in 2022; and Two Hundred Fifty Thousand (\$250,000) in 2023);

(b) That Lippert will invest no less than Ten Million and 00/100 Dollars (\$10,000,000.00) on the redevelopment and rehabilitation of the real estate located on Exhibits B<sub>1</sub> and B<sub>2</sub> of Resolution 12-17-20R on or before December 31, 2021 (Three Million (\$3,000,000) in 2020 and Seven Million (\$7,000,000) in 2021);

(c) That Lippert will have an additional annual payroll, not including fringe benefits, of at least Four Million One Hundred Eighty-seven Thousand and 00/100 Dollars (\$4,187,000.00) with no less than an additional One Hundred (100) full-time positions for the location in Bristol, Indiana identified in Exhibit B<sub>2</sub> to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty-five additional by December 31, 2021; another additional Sixty-seven by December 31, 2022; final additional Eight (total 100) by December 31, 2023);

(d) That Lippert will remain in operation at the Exhibit B<sub>1</sub> and B<sub>2</sub> location in Bristol, Indiana for a term of no less than five (5) years commencing December 31, 2021 through and including December 31, 2026; and

(e) Every new employee at the facility of Lippert located in Bristol, Indiana will have a regular (i.e., non-overtime) pay rate whether salary or hourly of no less than Thirteen and 00/100 Dollars (\$13.00) per hour exclusive of any benefits and no more than Twenty Percent (20%) of the employees or workers at Lippert's Bristol, Indiana facility will be part time or contract labor (80% of workers at Lippert's Bristol, Indiana

facility must be full time employees of Lippert).

2. Re-Payment Agreement. In the event that Lippert fails to meet any of its respective commitments contained within this Agreement within the time frames specified above, Lippert shall be liable and shall cause to be paid to the Town of Bristol, Indiana the percentage specified below for the applicable time frame multiplied by the total real estate and personal property tax savings generated by the property tax phase-in established and authorized by Resolution 12-17-20R:

<u>Failure to meet commitment occurs:</u>	<u>Percentage of Property Tax Savings to be Paid:</u>
First Year of Deduction	100%
Second Year of Deduction	80%
Third Year of Deduction	60%

It is understood and agreed by Lippert that it, its successors and assigns, are jointly and severally liable, each for the performance of themselves and the other, of the terms of this agreement. Any reimbursement requirement of any tax savings to either is included in this joint obligation. In the event Lippert fails to pay said amount within thirty (30) days of being invoiced by Elkhart County and/or the Town of Bristol, that Company shall also be responsible for all costs of collection and enforcement incurred by the Town of Bristol including but not limited to reasonable attorney fees, expenses, and court costs.

3. Commitment of Verifying Documentation. Lippert commits and agrees to and shall provide annually to the Town of Bristol documentation verifying its compliance with the terms and provisions of this Agreement within Ninety (90) days after the end of each calendar year. Such documentation submitted shall be certified under oath as being true, accurate, and

complete.

4. Economic Development Fee. Indiana Code Section 6-1.1-12.1-14 provides that a designating body of an economic revitalization area may impose a fee not exceeding fifteen percent (15%) of the reduction in property taxes to which the property owner is entitled in each year as a result of the economic revitalization area for which the property owner's property tax liability is reduced by a property tax deduction. Lippert hereby agrees and consents to the imposition of this fee in an amount equal to fifteen percent (15%) of the reduction in property taxes for each tax year generated by the property tax phase-in established and authorized by Resolution 12-17-20R and Confirmatory Resolution 1-21-21R. Indiana Code Section 6-1.1-12.1-14 is hereby incorporated by reference, with the consent of Lippert into this Agreement and the initial approval of Lippert's Statement of Benefit Forms and property tax deductions established and authorized by Resolution 12-17-20R. It is understood and agreed by Lippert that in the event the Elkhart County Auditor does not notify Lippert of a lesser amount due, Lippert itself shall calculate and pay the full 15% fee to the Bristol Redevelopment Commission, Bristol, Indiana. Annual payment shall be made each year during any period of reduction on December 1<sup>st</sup>.

5. Assessment Appeals. Lippert hereby agrees and commits not to file any property tax assessment appeal, review, or other challenge of the property tax assessments made for its economic development project during the time periods for which property tax deductions are received unless:

(a) the original assessment for the economic development project is in excess of the economic development project cost;

(b) the original assessment of real estate is in excess of the purchase price paid

for the real estate in an arms-length transaction; or

(c) a trending assessment or reassessment increases the assessment for the economic development project more than fifteen percent (15%) for any year-to-year change or more than an average of ten percent (10%) per year over two or more years.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana without resort to conflict of law principles. Jurisdiction and venue of any claims or disputes arising under this Agreement shall be exclusively in the state and federal courts located in the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall relieve a party of any of its obligations hereunder.

IN WITNESS WHEREOF, the Town of Bristol and Lippert Components Manufacturing, Inc., have executed this Agreement effective on the date first set forth above by their duly authorized representatives.

TOWN OF BRISTOL:

TOWN COUNCIL FOR THE TOWN OF BRISTOL, INDIANA

By:   
Its: President

ATTEST:

  
Cathy Antonelli, Clerk/Treasurer

Date: February 18, 2021

1.21.2021 Council tabled the request.  
2.18.2021 Council approved the Confirmatory Resolution



LIPPERT:

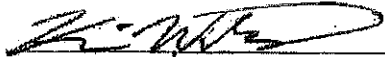
LIPPERT COMPONENTS  
MANUFACTURING, INC.

By: TJ PARKS, CPA  
(Signature)

Printed Name: TOM BAUTERS

Title: ASSISTANT TREASURER  
+  
TAX DIRECTOR

ATTEST:

  
Date: 12/22/2020

Kevin Wilcox  
HR Director

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA  
AND TOWN OF BRISTOL, INDIANA FOR ANIMAL  
CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the “County”), and the TOWN OF BRISTOL, INDIANA (hereinafter referred to as “Municipality”),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2025;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2025;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term “Services” shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.
2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:
  - a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;
  - b. Administering the contract with The Humane Society of Elkhart County, Inc.;
  - c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and
  - d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Four Thousand Eight Hundred and Forty Dollars (\$4,840.00) for the Services which shall be paid in two (2) installments of Two Thousand Four Hundred and Twenty Dollars (\$2,420.00) each with the first installment becoming due and payable on or before April 1<sup>st</sup> 2025 and with the second installment being payable on or before August 1<sup>st</sup> 2025. The Municipality contribution, or changes in amounts thereto, for calendar year 2025 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana  
Elkhart County Administration Building  
117 North Second Street  
Goshen, IN 46526

Municipality: Town of Bristol  
P.O. Box 122  
Bristol, IN 46507

With copies to: Craig Buche, Elkhart County Attorney  
Yoder, Ainlay, Ulmer & Buckingham, LLP  
P.O. Box 575  
130 North Main Street  
Goshen, IN 46527

And \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By \_\_\_\_\_  
Bradley D. Rogers, President

By \_\_\_\_\_  
Suzanne M. Weirick, Vice-President

By \_\_\_\_\_  
Bob Barnes, Member

ATTEST:

\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

TOWN OF BRISTOL, INDIANA

By: \_\_\_\_\_  
Title: Town Council President

Print: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: Clerk-Treasurer

STATE OF INDIANA,            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKAHRT        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_, and \_\_\_\_\_, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the Town of Bristol, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ELKHART COUNTY COUNCIL

By \_\_\_\_\_  
Title: President, Elkhart County Council

Printed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

# Exhibit A

## CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 27th day of January, 2025 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

### WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

#### I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

#### II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations, and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

##### A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

**B. Impoundment of Animals**

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is



required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

- 1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
- 2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
- 3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

- 1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
- 2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2025 through December 31, 2025. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.
  
- B. For calendar year 2025, County shall pay the total sum of Two Hundred and Forty Two Thousand Dollars [\$242,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Twenty Two Thousand Dollars (\$122,000.00) to Contractor on or before February 29, 2025, the balance of One Hundred Twenty Thousand Dollars [\$120,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Forty Thousand Dollars [\$40,000.00] on April 1, 2025, July 1, 2025 and October 1, 2025. In consideration of the advancement of the One Hundred Twenty Two Thousand Dollars (\$122,000.00) on or before February 29, 2025, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the Town of Millersburg.

After March 31, 2025, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534.
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
City of Nappanee	\$12,688

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to

Contractor on or before March 31, 2025 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2025. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2025, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2025, July 1, 2025 and October 1, 2025. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2025.

The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor  
Elkhart County Administrator  
117 N. Second Street  
Goshen, IN 46528-3298  
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director  
Humane Society of Elkhart County, Inc.  
54687 County Road 19  
Bristol, IN 46507  
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7, in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor, and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

XI. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE, AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any, and all suits, claims, demands, losses, or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract, except those claims arising from the County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

- B. The County shall be responsible for, shall defend against, and shall indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of the County's negligence, malfeasance, or breach of this Contract.
- C. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) each, which insurance must name County as an additional insured. Contractor warrants that it shall maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during the term of this Agreement.
- D. An indemnified party hereunder shall notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

**XIII. SEVERABILITY**

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

**XIV. NON-WAIVER**

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

**XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES**

Provided the Contractor has not defaulted in the performance of its obligations.



XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY  
Elkhart County, Indiana

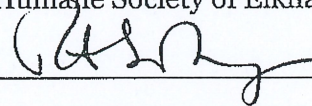
By: 

Printed: Bradley D. Rogers

Title: President - Elkhart County Commission

Date: 1-27-2025

CONTRACTOR  
The Humane Society of Elkhart County

By: 

Printed: ROBERT LAROY

Title: EXECUTIVE DIRECTOR

Date: 1/24/2025



100 E Wayne St., Suite 315  
South Bend, IN 46601

PH : (317) 888-1177

FAX: (317) 887-8641

# MEMORANDUM

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**TO:** Town of Bristol, Town Council

**DATE:** February 14, 2025

**SUBJECT:** Project Updates

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**Wastewater Treatment Improvements Project**

Work is progressing at the WWTP. Contractor is working on SBR wall form fabrication and plans to pour wall concrete after cold spell.

**Items to Present:**

- 1. Commonwealth Engineers SRF Disbursement Request #21      \$    39,701
  - 2. Crosby Construction Pay App #7 SRF Disbursement Request #22
    - a. Payment to Contractor      \$ 422,687.38
    - b. Payment to Retainage      \$    22,246.70
-

# SRF Disbursement Request Form

Section 7, Item e.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	21
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):	Professional Engineering Service Fees				
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:		\$	28,265,000		
Total Amount of Previous Disbursements:		\$	6,192,918		
Balance Available After this Disbursement:		\$	22,032,381		
Amount to Contractor for this Request:		\$	39,701		
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Commonwealth Engineers, Inc.	DUNS #:	079578639		
Mailing address:	7256 Company Drive				
City:	Indianapolis	State:	IN	ZIP Code:	46237
Wiring Information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Retainage Amount for this Request:		\$	0.00		
Participant requests that the retainage amount be held by SRF:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:		\$	39,701		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the <b>Davis Bacon Act</b> / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:		Date:			
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$



**COMMONWEALTH™**  
**ENGINEERS, INC.**  
 A wealth of resources to master a common goal.

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

Invoice number 62082  
 Date 01/31/2025

Project S22145 Bristol - Wastewater Treatment  
 Plant Improvements Project

For Basic Engineering Services rendered through December 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

Task Order 2024-02 signed 08/15/24

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

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

**Construction**

Consultant

Structural Consultant  
 CE Solutions, Inc.

	Billed Amount
	292.10
Consultant subtotal	292.10
Construction subtotal	292.10

**Additional Construction Engineering**

Professional Fees

	Hours	Billed Amount
Designer IV	1.50	302.13
Project Manager III	3.50	1,095.27
Project Manager II	2.00	510.42
Project Engineer I	27.25	4,958.71
Engineering Intern II	0.25	38.03
Engineering Intern I	32.75	4,493.30
Designer III	3.00	553.32
Clerical II	0.50	52.47
Reproduction Processor	4.50	433.01
Professional Fees subtotal	75.25	12,436.66

Section 7, Item e.

**Additional Construction Engineering**

Reimbursable Expenses

	Units	Billed Amount
Miles	90.80	69.97
Parking / Toll Fees		4.60
Reimbursable Expenses subtotal		74.57
Additional Construction Engineering subtotal		12,511.23

**Resident Project Representative**

Professional Fees

	Hours	Billed Amount
Designer I	6.00	805.98
Resident Project Representative I	14.00	1,571.36
Construction Manager	7.00	1,480.29
Professional Fees subtotal	27.00	3,857.63

Reimbursable Expenses

	Units	Billed Amount
Subsistence		897.88
Miles	3,110.40	2,374.46
Lodging & Travel		2,148.68
Resident Project Representative II - Hours	140.00	17,619.00
Reimbursable Expenses subtotal		23,040.02
Resident Project Representative subtotal		26,897.65

Invoice total **39,700.98**

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
<b>PRELIMINARY DESIGN</b>	512,000.00	512,000.00	512,000.00	0.00	0.00
<b>FINAL DESIGN</b>	417,000.00	417,000.00	417,000.00	0.00	0.00
<b>ADDITIONAL FINAL DESIGN</b>	34,300.00	34,300.00	34,300.00	0.00	0.00
<b>BIDDING OR NEGOTIATING</b>	51,300.00	51,294.94	51,294.94	5.06	0.00
<b>CONSTRUCTION</b>	140,000.00	99,549.21	99,841.31	40,158.69	292.10
<b>ADDITIONAL CONSTRUCTION ENGINEERING</b>	70,000.00	16,624.23	29,135.46	40,864.54	12,511.23
<b>RESIDENT PROJECT REPRESENTATIVE</b>	255,000.00	95,250.86	122,148.51	132,851.49	26,897.65
<b>ADDITIONAL RESIDENT PROJECT REPRESENTATIVE</b>	300,000.00	0.00	0.00	300,000.00	0.00
<b>Total</b>	1,779,600.00	1,226,019.24	1,265,720.22	513,879.78	39,700.98

# SRF Disbursement Request Form

Section 7, Item e.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSKCC57	CCR Number:	870T8	Request Number:	22
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):	Partial Pay App #7				
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:		\$	28,265,000		
Total Amount of Previous Disbursements:		\$	6,232,619		
Balance Available After this Disbursement:		\$	21,609,694		
Amount to Contractor for this Request:		\$	422,687		
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Robert E. Crosby, Inc. dba Crosby Construction	DUNS #:	103466145		
Mailing address:	2805 Freeman Street				
City:	Fort Wayne	State:	IN	ZIP Code:	46802
Wiring Information:					
Bank Name:	Lake City Bank	Bank Routing Number:	074903719		
Account Name:	RE Crosby Checking	Account Number:	1011496593		
Retainage Amount for this Request:		\$	22,247		
Participant requests that the retainage amount be held by SRF:					<input checked="" type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:		\$	422,687		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the <b>Davis Bacon Act</b> / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:		Date:			
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$



February 13, 2025

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

**RE: Job Number S22145  
WWTP Improvement Project  
Contractor’s Application for Partial Payment No. 7**

Dear Mr. Yoder:

Enclosed, please find the Contractor’s Application for Partial Payment No. 7 for the WWTP Improvements Project.

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

- **Contractor Payment, Application No. 7:                   \$     422,687.38**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 7:                   \$     22,246.70**

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

<b>Partial Payment No.</b>	<b>Payment to Contractor</b>	<b>Retainage Withheld</b>	<b>Total</b>
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
2 (08/2024)	\$274,468.30	\$14,445.70	\$288,914.00
3 (09/2024)	\$1,326,624.87	\$69,822.36	\$1,396,447.23
4 (10/2024)	\$727,739.90	\$38,302.10	\$766,042.00
5 (11/2024)	\$705,049.16	\$37,107.85	\$742,157.01
6 (12/2024)	\$746,978.18	\$39,314.64	\$786,292.82
7 (01/2025)	\$422,687.38	\$22,246.70	\$444,934.08
<b>Total</b>	<b>\$4,797,487.79</b>	<b>\$252,499.35</b>	<b>\$5,049,987.14</b>
Project Completion for this Division of work based on monetary value:			21%
Project Completion for this Division of work based on contract duration:			39%

Mike Yoder  
Town of Bristol  
Page 2 of 2  
February 13, 2025

Section 7, Item e.

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

Sincerely,

**COMMONWEALTH ENGINEERS, INC.**

A handwritten signature in cursive script that reads "Amy Mendoza".

Amy Mendoza, PE  
Project Engineer

Enclosure



**Contractor's Application for Payment**

<b>Owner:</b> <u>Town of Bristol</u>	<b>Owner's Project No.:</b> <u>WW 22532001</u>
<b>Engineer:</b> <u>Commonwealth Engineers, Inc.</u>	<b>Engineer's Project No.:</b> <u>522145</u>
<b>Contractor:</b> <u>Crosby Construction</u>	<b>Contractor's Project No.:</b> <u>24105-01</u>
<b>Project:</b> <u>WWTP Improvement Project</u>	
<b>Contract:</b> <u>WWTP Improvement Project</u>	

<b>Application No.:</b> <u>7</u>	<b>Application Date:</b> <u>2/4/2025</u>
<b>Application Period:</b> From <u>1/4/2025</u> to <u>2/4/2025</u>	

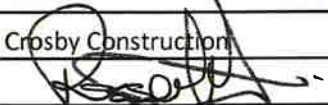
1. Original Contract Price	\$ 24,293,749.00
2. Net change by Change Orders	\$ (212,968.70)
3. Current Contract Price (Line 1 + Line 2)	\$ 24,080,780.30
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,049,987.14
5. Retainage	
a. <u>5%</u> X \$ <u>4,568,721.70</u> Work Completed	\$ 228,436.09
b. <u>5%</u> X \$ <u>481,265.44</u> Stored Materials	\$ 24,063.27
c. Total Retainage (Line 5.a + Line 5.b)	\$ 252,499.36
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,797,487.78
7. Less previous payments (Line 6 from prior application)	\$ 4,374,800.40
8. Amount due this application	\$ 422,687.38
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 19,030,793.16

**Contractor's Certification**

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

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

By: Jeff Carlson  
 Title: RPR  
 Date: 02/06/2025

**Contractor:** Crosby Construction  
**Signature:**  **Date:** 2/4/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
By: <u>Amy Mendoza</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>2/13/25</u>	Date: _____
<b>Approved by Funding Agency</b>	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

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

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

Application No.:		7		Application Period:		From \$ 45,661.00 to 02/04/25		Application Date:		02/04/25		
Item No.	Description	C	D		E	F	G	H	I	G	- G	
			Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)								Work Completed This Period (\$)
Original Contract												
1	Bond / Insurance	242000	\$ 242,000.00							242,000.00	100%	-
2	Mobilization / Demobilization	958000	\$ 910,100.00							910,100.00	95%	47,900.00
3	General Conditions / Supervision	600000	\$ 112,500.00	\$ 25,000.00						137,500.00	23%	462,500.00
4	Dewatering - Installation	151440								-	0%	151,440.00
5	Dewatering Maintenance	355000								-	0%	355,000.00
6	Demo - Existing Treatment Facility Structures	144335								-	0%	144,335.00
7	Demo - Onsite Pipe Removal / Abandonment	70200								-	0%	70,200.00
8	Demo - Reed Sludge Drying Beds	39000	\$ 39,000.00							39,000.00	100%	-
9	Demo - Lab / Office Building	40825								-	0%	40,825.00
10	Demo - Maintenance Building	36800								-	0%	36,800.00
11	Demo - Pavement / Sidewalks	11500								-	0%	11,500.00
12	Concrete - Treatment Tank Slab	349280	\$ 349,280.00							349,280.00	100%	-
13	Concrete - Treatment Tank Walls	1342250	\$ 313,158.58	\$ 63,360.00	\$ 6,003.92					382,522.50	28%	959,727.50
14	Concrete - Treatment Tank Walkways / Top Slab	214760								-	0%	214,760.00
15	Concrete - Grout Tank Slabs	87320								-	0%	87,320.00
16	Concrete - UV Slabs	25370								-	0%	25,370.00
17	Concrete - UV Walls	92040								-	0%	92,040.00
18	Concrete - Cascade Slab	44530	\$ 44,530.00							44,530.00	100%	-
19	Concrete - Cascade Walls	140300	\$ 136,180.00	\$ 4,120.00						140,300.00	100%	-
20	Concrete - Headworks Slab	33040								-	0%	33,040.00
21	Concrete - Headworks Walls	257240								-	0%	257,240.00
22	Concrete - Headworks Top Slab	140300								-	0%	140,300.00
23	Concrete - ASH Modifications	43920								-	0%	43,920.00
24	Concrete - Lab/Off Foundations	52900								-	0%	52,900.00
25	Concrete - Lab/Off Slab	46000								-	0%	46,000.00
26	Concrete - Maintenance Foundations	51750								-	0%	51,750.00
27	Concrete - Maintenance Slab	57500								-	0%	57,500.00
28	Concrete - Blower Pads	54280								-	0%	54,280.00
29	Concrete - Generator Pad	11328								-	0%	11,328.00
30	Concrete - Outfall Structure	38940								-	0%	38,940.00
31	Concrete - Stoops / Sidewalks	47150								-	0%	47,150.00
32	Concrete - Poles Bases	6900								-	0%	6,900.00
33	Reinforcement - Material ONLY	402706	\$ 195,000.00		\$ 121,491.57					316,491.57	79%	86,214.43
34	Reinforcement - Treatment Tank	421850	\$ 236,084.00	\$ 31,580.00						267,664.00	63%	154,186.00
35	Reinforcement - UV	18300								-	0%	18,300.00
36	Reinforcement - Cascade	27450	\$ 24,587.00	\$ 2,863.00						27,450.00	100%	-
37	Reinforcement - Headworks	27450								-	0%	27,450.00

**Progress Estimate - Lump Sum Work** **Contractor's Application for Payment**

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

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

Application No.:		7		Application Period:		From \$ 45,661.00 to 02/04/25		Application Date:		02/04/25	
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)	E Work Completed This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)			
									38	Reinforcement - Control / Maintenance Bldgs	27313
39	Reinforcement - ASH Tanks	4313					0%	4,313.00			
40	Masonry	270600					0%	270,600.00			
41	Masonry Veneers	98185					0%	98,185.00			
42	Treatment Tank - Stairs w/ HR	96380					0%	96,380.00			
43	Treatment Tank - Top HR	111020					0%	111,020.00			
44	Headworks - Stairs w/ HR	101260					0%	101,260.00			
45	Headworks - Misc Metals / Grating	30256					0%	30,256.00			
46	UV - Misc Metals / Grating	21960					0%	21,960.00			
47	Cascade - Misc Metals / Grating	40260		20,130.00		20,130.00	50%	20,130.00			
48	Pipe Bollards	41480					0%	41,480.00			
49	Headworks - Roof Structure	62535					0%	62,535.00			
50	Lab/Off - Pole Building	182900					0%	182,900.00			
51	Lab/Off - Interior Framing	63000					0%	63,000.00			
52	Maintenance - Pole Building	115000					0%	115,000.00			
53	Canopy Structures	46000					0%	46,000.00			
54	Drywall / Insulation	77000					0%	77,000.00			
55	Doors / Frames / Hrdw	97680					0%	97,680.00			
56	Access Hatches	45360					0%	45,360.00			
57	Coiling Doors	79560					0%	79,560.00			
58	Painting / Coatings	390000					0%	390,000.00			
59	Flooring	22080					0%	22,080.00			
60	Acoustical Ceilings	16215					0%	16,215.00			
61	Casework	52000					0%	52,000.00			
62	Toilet Accessories / Partitions / Lockers	39100					0%	39,100.00			
63	Cascade Aerator	111838					0%	111,838.00			
64	Chemical Feed Equipment / Storage Tank	118486					0%	118,486.00			
65	Samplers Equipment	19054					0%	19,054.00			
66	Influent Pumps	203583			91,704.37	91,704.37	45%	111,878.63			
67	Sludge Pumps	47298			32,140.63	32,140.63	68%	15,157.37			
68	Influent Screening	257888			55,750.00	55,750.00	22%	202,138.00			
69	UV Equipment	257600			16,198.00	16,198.00	6%	241,402.00			
70	SBR Equipment	1810555					0%	1,810,555.00			
71	Davit Cranes	22500					0%	22,500.00			
72	ASH Blowers	178361					0%	178,361.00			
73	Fine Bubble Aerators	114000					0%	114,000.00			
74	SCADA	480125					0%	480,125.00			
75	Process Piping - Influent Pump Sta.	239448					0%	239,448.00			

**Progress Estimate - Lump Sum Work**

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

Owner's Project No.: WW 22532001  
 Engineer's Project No.: 522145  
 Contractor's Project No.: 24105-01

**Contractor's Application for Payment**

Application No.: 7		Application Period: From \$ 45,661.00 to \$ 02/04/25		Application Date: 02/04/25					
Item No.	Description	C		E		F	G	H	I
		Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)				
76	Process Piping - SBR Piping	620388						0%	620,388.00
77	Process Piping - SBR Blowers	54420						0%	54,420.00
78	Process Piping - ASH Blowers	32652						0%	32,652.00
79	Process Piping - Headworks	32652						0%	32,652.00
80	Process Piping - UV	21768						0%	21,768.00
81	Process Piping - Sludge Holding Tank #1	65304						0%	65,304.00
82	Process Piping - Sludge Holding Tank #2	21768						0%	21,768.00
83	Process Valves - Influent PS	82824						0%	82,824.00
84	Process Valves - SBR Valve (Not by Aqua)	109620						0%	109,620.00
85	Process Valves - SBR Blower Valves	14616						76%	25,929.00
86	Process Valves - ASH Blower Valves	14616						0%	14,616.00
87	Process Valves - Sludge Holding Tank #1	21924						0%	21,924.00
88	Slide Gates - Headworks	19358						0%	19,358.00
89	Slide Gates - UV	38717						0%	38,717.00
90	Pipe Insulation - Headworks	31050						0%	31,050.00
91	Pipe Insulation - Sludge Holding Tank #1	51750						0%	51,750.00
92	Pipe Insulation - Sludge Holding Tank #2	69000						0%	69,000.00
93	Plumbing / HVAC - Headworks	136880						0%	136,880.00
94	Plumbing / HVAC - Lab/Off	325496						0%	325,496.00
95	Plumbing / HVAC - Maintenance	168432						0%	168,432.00
96	Plumbing / HVAC - Treatment Fac.	231768						0%	231,768.00
97	Electrical - Temp Electric / Structures	324000						0%	324,000.00
98	Electrical - New Lab/Off	215033						0%	215,033.00
99	Electrical - New Maintenance	149535						4%	205,651.29
100	Electrical - New Headworks	167122						1%	147,536.14
101	Electrical - New Treatment SBR	406827						9%	151,259.14
102	Electrical - New UV	106946						3%	393,701.57
103	Electrical - New WW / VV Structure	116571						0%	106,946.00
104	Electrical - Demolition	38506						0%	116,571.00
105	Electrical - Underground Conduit/Wire	563997						0%	38,506.00
106	Electrical - Generator / ATS	240100						0%	563,997.00
107	Electrical - Screen Equipment	66612						0%	240,100.00
108	Electrical - Blowers	80432						0%	66,612.00
109	Electrical - Pole Lights	25268						10%	80,432.00
110	Erosion Control	18000						75%	22,680.9
111	Excavation / Backfill - Wet Well / VV	192760						0%	4,500.0
112	Excavation / Backfill - Treatment Facility	471200						0%	192,760.0
113	Excavation / Backfill - UV	52080						85%	70,680.0
								0%	52,080.0

**Progress Estimate - Lump Sum Work** **Contractor's Application for Payment**

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

Application No.: 7		Application Period: From \$ 45,661.00 to 02/04/25		Application Date: 02/04/25				
Item No.	Description	C Scheduled Value (\$)	D (D + E) From Previous Application (\$)	E Work Completed This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
114	Excavation / Backfill - Cascade	83235	62,426.25	20,808.75		83,235.00	100%	-
115	Excavation / Backfill - Headworks	59520				-	0%	59,520.00
116	Excavation / Backfill - Control Bldg	21240				-	0%	21,240.00
117	Excavation / Backfill - Maintenance Bldg	29500				-	0%	29,500.00
118	Excavation / Backfill - Outfall Structures	9450				-	0%	9,450.00
119	Earth Retention - Treatment Facility	923614	923,614.00			923,614.00	100%	-
120	Earth Retention - Cascade	148000	69,600.00			69,600.00	47%	78,400.00
121	Backfill - Site / Existing Structures	112125				-	0%	112,125.00
122	Rough Grade / Top Soil	81650				-	0%	81,650.00
123	Auger Pipe Bollards	29325				-	0%	29,325.00
124	LS / WW / VV - Structures / Hatches	335500				-	0%	335,500.00
125	Oil / Water Separator	14375				-	0%	14,375.00
126	Site - Manhole Structures	91134				-	0%	91,134.00
127	Site - Storm Inlets	7021				-	0%	7,021.00
128	Site - 4"-8" Sewer	37496				-	0%	37,496.00
129	Site - 12" Forcemain	29264				-	0%	29,264.00
130	Site - 18" Influent	62066				-	0%	62,066.00
131	Site - 16" Effluent	75520				-	0%	75,520.00
132	Site - 24" Effluent (Headwall Str. Item #30)	221368				-	0%	221,368.00
133	Site - WW/VV 10" Piping	36600				-	0%	36,600.00
134	Site - 4" WAS	84913				-	0%	84,913.00
135	Site - 4" Sludge / Decant Lines	21830				-	0%	21,830.00
136	Site - 6" Air Lines	66541				-	0%	66,541.00
137	Site - 6"-8" Drain Lines	15576				-	0%	15,576.00
138	Site - 1"-3" Waterlines	62682				-	0%	62,682.00
139	Site - 4"-6" Waterlines	21240				-	0%	21,240.00
140	Live Tap / Patching	18703				-	0%	18,703.00
141	Asphalt	251575				-	0%	251,575.00
142	Stone Drives	69090				-	0%	69,090.00
143	Sidewalk Prep / Stone	10584				-	0%	10,584.00
144	Fencing	57600				-	0%	57,600.00
145	Landscaping / Seed	39600				-	0%	39,600.00
146	Primary Clarifier Liquid Sludge - Mobilize	14960				-	0%	14,960.00
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813				-	0%	32,813.00
148	Epoxy Injection Repair Type EI - 250 LF	18750				-	0%	18,750.00
149	Chem Grout Injection Type CG - 250 LF	26250				-	0%	26,250.00
150	Partial Depth Horiz Surface Type P - 500 SF	46500	46,500.00			46,500.00	100%	-
151	Partial Depth Vert Surface Type P - 500 SF	46500	46,500.00			46,500.00	100%	-

**Progress Estimate - Lump Sum Work**

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

Application No.:		7		Application Period:		From \$ 45,661.00 to		02/04/25		Application Date:		02/04/25	
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)				
152	Epoxy Injection Repair Type EI - 200 LF	15000						0%	15,000.00				
153	Chem Grout Injection Type CG - 200 LF	21000						0%	21,000.00				
154	Partial Depth Vert Surface Type P - 500 SF	46500	\$ 46,500.00				46,500.00	100%	-				
155	Reed / Sludge Drying Beds - Mobilize	7500	\$ 7,500.00				7,500.00	100%	-				
156	Reed / Sludge Drying Beds - 2,500 Tons	167500	\$ 167,500.00				167,500.00	100%	-				
157	All Treatment Strs - Debris / Grit - Mobilize	13400						0%	13,400.00				
158	All Treatment Strs - Debris / Grit - 100 CY	24000						0%	24,000.00				
159	Allowance - ASH Tank Inspection	3000						0%	3,000.00				
160	Allowance - Paint / Asbestos	10000	\$ 5,614.00				5,614.00	56%	4,386.00				
161	Allowance - Decorative Masonry	100000						0%	100,000.00				
162	<b>MA-1 - Lift Station 1</b>												
163	Excavation / Backfill	204060						0%	204,060.00				
164	Lift Station Upgrades / Equipment	245100						0%	245,100.00				
165	Electrical	48840						0%	48,840.00				
166	<b>MA-2 - Lift Station 3</b>												
167	Excavation / Backfill	256500						0%	256,500.00				
168	Lift Station Upgrades / Equipment	359100						0%	359,100.00				
169	Electrical	54400						0%	54,400.00				
170	<b>MA-3 - Lift Station 8</b>												
171	Excavation / Backfill	236493						0%	236,493.00				
172	Lift Station Upgrades / Equipment	373350						0%	373,350.00				
173	Electrical	55157						0%	55,157.00				
174	<b>MA-4 - Lift Station 10</b>												
175	Excavation / Backfill	59,400.00						0%	59,400.00				
176	Chemical Tank / Equipment	102,600.00						0%	102,600.00				
177	Electrical	6,900.00						0%	6,900.00				
178	Value Engineering	156,100.00	\$ 156,100.00				156,100.00	100%	-				
179	<b>MA-5 - Lift Station Upgrades SCADA</b>												
180	Controls / Equipment	188,000.00				41,500.00	41,500.00	22%	146,500.00				
181													
182	Work Owner Allowance	150,000.00	\$ 65,949.82				65,949.82	44%	84,050.18				
183													
184													
185													
186													
<b>Original Contract Totals</b>		<b>\$ 24,293,749.00</b>	<b>\$ 4,614,243.65</b>	<b>\$ 178,031.75</b>	<b>\$ 481,265.44</b>	<b>\$ 5,273,540.84</b>	<b>\$ 19,020,208.1</b>	<b>22%</b>					



**Stored Materials Summary**

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

Application No.: 7 From 01/04/25 to 02/04/25 Application Date: 02/04/25

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G		H		I Amount Stored to Date (G+H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J+K) (\$)	M Materials Remaining in Storage (I-L) (\$)								
						Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)															
33	PS1450012A		Reinforcement Steel	Jobsite	3	\$17,852.06				17,852.06												
69	28388		UV - Trojan	Trojan	3	\$16,198.00				16,198.00				16,198.00								
84	33101		Valves - BL Anderson	Jobsite	3	\$3,540.00				3,540.00				3,540.00								
84	121627		Valves - DeZurik	Jobsite	3	\$250.00				250.00				250.00								
13	50028175781		Conc Access - White Cap	Jobsite	3	\$6,003.92				6,003.92				6,003.92								
84	130649		Valves - DeZurik	Jobsite	4	\$13,200.00				13,200.00				13,200.00								
33	PS1452865A		Reinforcement Steel	Jobsite	5	\$31,927.43				31,927.43				31,927.43								
68	26015		Screen - Duperon	Duperon	5	\$55,750.00				55,750.00				55,750.00								
84	132956		valve chains 3 ea	DeZurik	5	\$426.00				426.00				426.00								
84	133272		Valves Tag: Sht 42 New Influent Ps	DeZurik	5	\$2,150.00				2,150.00				2,150.00								
84	130649		Valves Tag: 46 New SBR tank	DeZurik	5	\$13,200.00				13,200.00				13,200.00								
84	133882		Valves Tag: Sht 41 Influent PS & Sht 63, 64 Aerated Sludge holding tank	DeZurik	5	\$19,275.00				19,275.00				19,275.00								
84	135091		Valves Tag sheet 46 New SBR Tanks	DeZurik	5	\$31,650.00				31,650.00				31,650.00								
180	79531		American Pump - Lift Station Controls Submittal	American Pump	5	\$41,500.00				41,500.00				41,500.00								
67	3556056970		Xylem - NP Sludge Pump	Jobsite	6	\$11,220.19				11,220.19				11,220.19								
98	S115015394.004		Electrical Components - Lab	D&D Electric	7	\$6,637.71				6,637.71				6,637.71								
99	S115015394.006		Electrical Components - Maintenance	D&D Electric	7	\$1,998.86				1,998.86				1,998.86								
101	S115015394.009		Electrical Components - SBR	D&D Electric	7	\$2,955.43				2,955.43				2,955.43								
100	S115015394.010		Electrical Components - Headworsk	D&D Electric	7	\$15,862.86				15,862.86				15,862.86								
98	S115015394.012		Electrical Components - Lab	D&D Electric	7	\$2,744.00				2,744.00				2,744.00								
109	S115015394.014		Electrical Components - Light Poles	D&D Electric	7	\$2,587.09				2,587.09				2,587.09								
66	3556059058		Xylem - Influent Pumps	Jobsite	7	\$91,704.37				91,704.37				91,704.37								
67	3556059054		Xylem - Sludge Pumps	Jobsite	7	\$20,920.44				20,920.44				20,920.44								
33	PS1454870A		Reinforcement Steel	Jobsite	7	\$121,491.57				121,491.57				121,491.57								
<b>Totals</b>											\$	264,142.60	\$	266,902.33	\$	531,044.93	\$	49,779.49	\$	49,779.49	\$	481,265.



**Stored Materials Summary**

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

Application No.:		7		From		01/04/25		to		02/04/25		Application Date:		02/04/25	
A	B	C	D	E	F	G	H	I	J	K	L	M			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)		

Contractor's Application for Payment

<b>Owner:</b>	Town of Bristol	<b>Owner's Project No.:</b>	WW 22532001
<b>Engineer:</b>	Commonwealth Engineers, Inc.	<b>Engineer's Project No.:</b>	S22145
<b>Contractor:</b>	Crosby Construction	<b>Contractor's Project No.:</b>	24105-01
<b>Project:</b>	WWTP Improvement Project		
<b>Contract:</b>	WWTP Improvement Project		
<b>Application No.:</b>	7	<b>Application Period:</b>	From 01/04/25 to 02/04/25
		<b>Application Date:</b>	02/04/25

1.	Total Value of Original Contract Work Completed This Estimate Period:	\$	\$178,031.75
2.	Total Value of Change Order Work Completed This Estimate Period:	\$	\$0.00
3.	Total Net Contract Work Completed This Estimate Period:	\$	\$178,031.75
4.	Total Value of Stored Materials From <u>PREVIOUS</u> Pay Estimate:	\$	\$214,363.11
5.	Total Value of Stored Materials For <u>THIS</u> Pay Estimate Period:	\$	\$481,265.44
6.	Net Increase/Decrease For Stored Materials on This Pay Estimate:	\$	\$266,902.33
7.	Total Value of ALL Work Completed & Stored Material This Estimate Period (Line 3 + Line 6):	\$	\$444,934.08
8.	Total Value of Retainage (ESCROW) Payment This Estimate Period @ 5%:	\$	\$22,246.70
9.	Total Amount Due to Contractor This Estimate Period:	\$	\$422,687.38

# AFFIDAVIT

State of Indiana)  
Elkhart County

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

**\$4,374,800.40 is acknowledged and upon receipt of \$422,687.38**

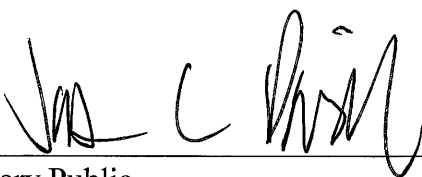
Robert E. Crosby, Inc. will waive and release unto the Owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of labor or material or both, furnished by the undersigned thereto through **February 4th 2025**.

**ROBERT E. CROSBY, INC.**



Russell Jacobs , Vice President

Subscribed to and sworn to before me this 7th day of February, 2025 by Russell Jacobs, Vice President of Robert E. Crosby, Inc.

  
\_\_\_\_\_  
Notary Public

**JAMES L. PARRISH, Notary Public**  
Allen County, State of Indiana  
Commission Number NP0743182  
My Commission Expires August 22, 2030

# Change Order No. 1

Date of Issuance: February 20, 2025 \_\_\_\_\_ :

Owner: Town of Bristol, Indiana \_\_\_\_\_

Project: Call 2024-1 Community Crossings Project \_\_\_\_\_ Owner's Contract No.:

Contract: \_\_\_\_\_ Date of Contract: 07/08/2024

Contractor: Niblock Excavating, Inc. \_\_\_\_\_ Engineer's Project No.: 2021-0113

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

The following changes are proposed:

- This Change Order for the Project accounts for overruns and underruns of the individual pay item quantities of the base bid for original contract items. The purpose of this Change Order is to adjust the Contract Price to be equal to the construction amount for the Project at the time of Revision 2 and 3.
- The proposed asphalt milling and HMA resurfacing of the intersection of Ponderosa Street and Elkhart Street including:
  - HMA, Surface, Type B, 9.5 mm increase by 21 tons measured as shown on the plans for Revision 3 and paid in accordance with pay item 1.12 of \$130.00 per ton.
  - Asphalt for Tack Coat increase by 250 square yards measured as shown on the plans for Revision 3 and paid in accordance with pay item 1.18 of \$0.25 per square yard.
  - Milling, Asphalt, 1 1/2 in. increase of 250 square yards measured as shown on the plans for Revision 3 with proposed unit price of \$6.25 per square yard as determined by Contractor and approved by Engineer for proposed pay item 1.38.
- The proposed retainment of existing hard surface of Saint Joseph Street offset from right of centerline 11 feet to 29 feet from station 31+96 to station 33+99, and addition of two-foot-wide aggregate shoulder with cross section of No. 73 compacted aggregate, 4 IN. over No. 53 compacted aggregate, 4 IN. over compacted subgrade type III including:
  - Subgrade Treatment, Type III increase by 45 square yards as shown on the plans for Revision 2 and paid in accordance with pay item 2.07 of \$1.00 per square yard.
  - Compacted Aggregate, No. 53 increase by 10 tons as shown on the plans for Revision 2 and paid in accordance with pay item 2.10 of \$35.00 per ton.
  - Compacted Aggregate, No. 73 increase by 10 tons as shown on the plans for Revision 2 and paid in accordance with pay item 2.11 of \$85.00 per ton.
  - Curb and Gutter, Concrete decrease by 395 linear feet as shown on the plans for Revision 2 and paid in accordance with pay item 2.22 of \$35.00 per linear foot.
  - Curb and Gutter, Concrete, per Revision 2 increase by 195 linear feet as shown on the plans for Revision 2 with proposed unit price of \$48.50 linear foot as determined by Contractor and approved by Engineer for proposed pay item 2.22A.
  - Mulched Seeding, Type U decrease by 390 square yards as shown on the plans for Revision 2 and paid in accordance with pay item 2.27 of \$8.50 per square yard.
- The attached list amounts to a net decrease of the Contract Price of \$2,082.50.

Attachments (list documents supporting change):  
2024-12-13 2024 CCMG Call 2024-1 Construction Plan Set

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Previous Contract Price:  \$639,627.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days - Substantial completion (days or date): _____ - Ready for final payment (days or date): _____
[Increase] [Decrease] to original contract price:  \$2,082.50	{Increase} {Decrease} from previously approved Change Orders No. _____ to No. _____: - Substantial completion (days): _____ - Ready for final payment (days): _____
Contract Price following this Change Order:  \$637,544.50	Contract Times prior to this Change Order: - Substantial completion (days or date): _____ - Ready for final payment (days or date): _____  {Increase} {Decrease} of this Change Order: - Substantial completion (days or date): _____ - Ready for final payment (days or date): _____  Contract Times with all approved Change Orders: - Substantial completion (days or date): _____ - Ready for final payment (days or date): _____

<b>RECOMMENDED:</b> By: <u>Michael Vall</u> Engineer (Authorized Signature) Date: <u>2/18/2025</u>	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature) Date: _____	<b>ACCEPTED:</b> By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>2/18/25</u>
---	--	---

<b>ELKHART STREET</b>				
From: CHARLES STREET				
To: PONDEROSA STREET				
Item	Description	Quantity Overrun/(Underrun)	Unit	\$ Amount Overrun/(Underrun)
1.12	HMA, SURFACE, TYPE B, 9.5 MM	21	TON	\$ 2,730.00
1.18	ASPHALT FOR TACK COAT	250	SYS	\$ 62.50
1.38	MILLING, ASPHALT, 1 1/2 IN.	250	SYS	\$ 1,562.50
<b>Net Overrun =</b>				<b>\$ 4,355.00</b>

<b>SAINT JOSEPH STREET</b>				
From: CHARLES STREET				
To: APOLLO STREET				
Item	Description	Quantity Overrun/(Underrun)	Unit	\$ Amount Overrun/(Underrun)
2.07	SUBGRADE TREATMENT, TYPE III	45	SYS	\$ 45.00
2.10	COMPACTED AGGREGATE, NO. 53	10	TON	\$ 350.00
2.11	COMPACTED AGGREGATE, NO. 73	10	TON	\$ 850.00
2.22	CURB AND GUTTER, CONCRETE	( 395 )	LFT	( \$ 13,825.00 )
2.22A	CURB AND GUTTER, CONCRETE, PER REVISION 2	195	LFT	\$ 9,457.50
2.27	MULCHED SEEDING, TYPE U	( 390 )	SYS	( \$ 3,315.00 )
<b>Net [Underrun] =</b>				<b>( \$ 6,437.50 )</b>

**SOLID WASTE DISPOSAL CONTRACT  
BRISTOL, INDIANA**

This contract made and entered into this 1<sup>st</sup> day of July, 2019, by and between the TOWN OF BRISTOL, INDIANA hereinafter referred to as "TOWN" and BORDEN WASTE-AWAY SERVICE, INC., ELKHART, INDIANA, 46514, hereinafter referred to as "BORDEN".

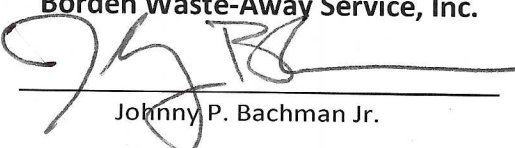
**WITNESSETH**

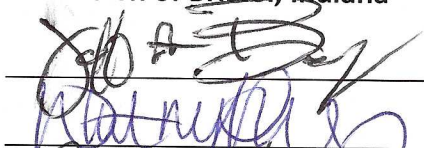
For and in consideration of the mutual covenant and agreements herein contained, the parties hereto do mutually agree each with the other as follows:

1. The following definitions shall apply wherever used in this contract:
  - A. The word "garbage" as used herein shall mean and comprehend any and all refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that results from the preparation, use or cooking of meats, fowl, fruit or other substances.
  - B. The word "trash" as used herein shall mean and comprehend material (other than garbage) resulting from ordinary household operations including such items as tin cans, bottles, ashes, paper, magazines, corrugated boxes, rags and lawn cuttings.
2. The collection of solid waste by Borden shall be subject to the following conditions during the term of this contract:
  - A. Borden shall make collection of garbage and trash once each week throughout the year.
  - B. All residential trash and garbage to be collected shall be placed for collection by the owner or producer on collection days, in a Waste Cart supplied by Borden at Borden's expense. Ownership of the Waste Cart supplied shall at all times remain with Borden. Risk of loss or damage to the Waste Cart shall be the responsibility of Borden except for damages caused by the resident or the resident's family and guests which shall be the responsibility of the resident. Resident trash and garbage placed in each Waste Cart supplied by Borden shall not exceed two hundred (200) pounds in total weight. Under the terms of this Contract, each residence shall be entitled to one (1) Waste Cart for residential trash and garbage to be collected each week. At the resident's request, additional Waste Carts will be provided by Borden for a monthly fee per additional cart which additional cost shall be the responsibility of the resident. The use of other type containers for apartment complexes or mobile home parks shall be by agreement between the complex or park owner and Borden.
  - C. Collection of all garbage and trash shall be in steel, water-tight, fully enclosed trucks. Said trucks shall be kept at all times in good repair.
  - D. Borden shall be subject to all the rules and regulations of the State of Indiana, concerning the collection, transportation, and disposal of solid waste material and shall assume any applicable fees or charges.

- E. Borden shall take and maintain during the term of this contract suitable liability insurance coverage and shall maintain Workers Compensation Insurance for all employees in carrying out any work related to this contract. Borden agrees to hold harmless the Town of Bristol, Indiana, from any and all liability of any kind or nature as a result of Borden's negligence arising out of the collection of solid waste by Borden within the Town of Bristol, Indiana, in accordance with this agreement.
  - F. The following items shall be excluded from the collection service: furniture, leaves, tires, appliances, concrete, construction or demolition debris, any items which in Borden's sole discretion are too large for or could damage the collection vehicle and any item not acceptable for disposal at the landfill.
  - G. Borden will provide town cleanup services for the Town one or two times per year using roll-off services or curbside item removal as requested by the Town.
3. The Town, in consideration for the above services, agrees to and shall pay to Borden the agreed upon rates as listed in "Attachment A." The fees established by this contract are based upon 609 residences. The number of residences shall be adjusted if annually on July 1<sup>st</sup> in accordance with the number of residences being serviced weekly at that time.
  4. The Town further agrees that in the event the fees to dispose of the Elkhart County landfills are increased during the term of this agreement, a proportional adjustment will be made to the monthly fee.
  5. The initial term of this contract shall be from July 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2022 and may continue annually for three one-year extension terms thereafter until either party notifies the other of their intent to terminate. Service shall continue monthly thereafter until either party notifies the other of their intent to terminate. Notification shall be by first class mail and be made a minimum of ninety (90) days prior to such modification or termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above appearing.

**Borden Waste-Away Service, Inc.**  
 By:   
 \_\_\_\_\_  
 Johnny P. Bachman Jr.

**Town of Bristol, Indiana**  
 By:   
 \_\_\_\_\_  
 Cathy Burke  
 Deborah Schrock  
 \_\_\_\_\_  
 \_\_\_\_\_



## Attachment A

### Residential Service Rates

<u>Year</u>	<u>Rate Per Unit</u>	<u>*Monthly Rate</u>
2019	\$9.29	\$5,657.61
2020	\$10.54	\$6,418.86
2021	\$11.79	\$7,180.11
Extension Years		
2022	\$12.15	\$7,399.35
2023	\$12.52	\$7,634.68
2024	\$12.90	\$7,856.10

\*Monthly rate is based on 609 homes serviced. The number of homes and therefore monthly rate may be adjusted as of July 1<sup>st</sup> each year.

### Town Clean-Up Rates

#### \*\*Roll-Off Container Service Rates

Haul Rate – \$209.00 per Load  
Disposal Rate – \$36.00 per Ton  
State/District Fees – \$2.10 per Ton

\*\*Rates may be Subject to a 3% per year.

28,500.

**TOWN OF BRISTOL, INDIANA**

**EXTENSION TO CONTRACT FOR  
RESIDENTIAL GARBAGE AND TRASH  
COLLECTION AND DISPOSAL**

This Addendum to Contract for Service - Curbside Garbage and Trash Collection and Disposal within the Corporate Limits for the Town of Bristol, IN. is made and entered into as of February 3, 2025, by and between Borden Waste-Away Service, Inc. ("Borden") and the Town of Bristol ("Town").

**RECITALS**

1. Effective July 1, 2019, Borden and the Town of Bristol entered into a contract for collection, transportation and disposal of Garbage and Trash within the Town of Bristol ("Agreement").
2. Effective July 1, 2022 the parties entered into the first Addendum to Contract extending the term of the Agreement one (1) year beginning July 1 2022 ending June 31, 2023.
3. Effective July 1st, 2023 the parties entered into a Second Addendum to Contract extending the term of the Agreement one (1) year beginning July 1 2023 ending June 30, 2024.
4. Effective July 1st, 2024 the parties entered into a Third Addendum to Contract extending the term of the Agreement one (1) year beginning July 1 2024 ending June 30, 2025.
5. The Agreement is scheduled to terminate as of June 30<sup>th</sup>, 2025 and Borden and the Town have agreed to extend the term of the Agreement until June 30, 2028 on the same terms and conditions as contained in the Agreement<sub>1</sub> as modified, except as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- 1. The Agreement is extended until June 30<sup>th</sup>, 2028.
- 2. The rate for the extended term of this Contract is reflected on "Attachment A"
- 3. Except as expressly modified herein, the terms and conditions of the agreement shall remain in full force and effect.

BORDEN WASTE-AWAY SERVICE, INC.

Town of Bristol, Indiana

\_\_\_\_\_  
*Signed* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Signed* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

## Attachment A

### Residential Service Rates

<b>Year</b>	<b>Rate Per Unit TR</b>	<b>House Count</b>	<b>Monthly Total</b>
2025	\$13.40	609	\$8,160.60
2026	\$13.94	609	\$8,489.46
2027	\$14.49	609	\$8,824.41
2028	\$15.07	609	\$9,177.63
Extension Years			
2029	\$TBD	TBD	\$TBD
2030	\$TBD	TBD	\$TBD
2031	\$TBD	TBD	\$TBD

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\*Contract year begins July 1<sup>st</sup>. The monthly rate is based on 609 homes serviced. The number of homes and therefore the monthly rate may be adjusted as of July 1<sup>st</sup> each year.

\*\*Rates may be Subject to a 4% per year increase.

CONCURRENCE FOR TEMPORARY USE OF CITY OR COUNTY STREETS OR ROADS  
TO BE ATTACHED TO STATE FORM 41769

Detour of SR 15 & 120 or US \_\_\_\_\_ over the following:

Pearl Street/Ponderosa Drive to Bloomingdale Drive covering NIPSCO relocation work occurring in  
calendar year 2025 for INDOT contract R-42585

It is agreed that any damages to county roads, city streets, intersections, public or private  
property and/or drainage caused by this road closing and/or detour will be the responsibility of  
the:

- ( ) County Highway Commission
- ( ) City Street Department
- ( ) City Administration
- (X) Town Board
- ( ) Others

Signed by : \_\_\_\_\_  
Mayor

1. \_\_\_\_\_

2. \_\_\_\_\_  
or two (2) members of the Town Board

1. \_\_\_\_\_

2. \_\_\_\_\_  
or two (2) members of County Highway Dept.

THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITION, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS OR EMPLOYEES OR THE PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM: INCLUDING ANY OF THEM: INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED OR IMPOSED ON THE STATE IN CONNECTION HEREWITH IN THE EVENT THAT THE APPLICANT SHOULD DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.

# January 2025

**Citations:** 48

**Warnings:** 46

**Calls Taken:** 229

**Impounded Vehicles:** 4

**Miles Driven:** 14,101

**Cases Taken:** 50

Domestic Battery: 4

Warrant: 5

Theft: 1

Possession of Marijuana: 2

Battery: 1

Criminal Mischief: 1

Strangulation: 1

OWI: 1

Runaway: 1

Possession of Paraphernalia: 1

Fraud: 1

Child Molest: 2

Driving While License Suspended: 9

Never Receiving a License: 4

Crashes: 12

Other: 3

**Overtime Hours**

67.25

**Code Enforcement**

Nuisance Issues: 2

Signs and Devices: 41

# BRISTOL POLICE DEPARTMENT MONTHLY REPORT

Section 9, Item a.

Trash on Property: 1

Citizen's Complaints: 15

Code Enforcement Officer: 37

Respectfully,  
Stephen M. Priem, Marshal

**[Recipient's Name]**

[Business/Individual Name]

[Address]

**Subject: Partner with Us to Strengthen the Bristol Police K9 Program**

Dear [Recipient's Name],

The Bristol Police Department's K9 Program in the past and current times has been an invaluable asset to our community, enhancing public safety, assisting in search and rescue operations, and fostering positive relationships between law enforcement and residents. Thanks to the support of individuals and businesses like yours, our K9 Unit has played a critical role in protecting Bristol and the surrounding areas.

To continue this important work and expand our capabilities, we have set an initial fundraising goal of \$50,000.00 to sustain our current K9 Unit and add an additional K9 team to our department. This expansion will allow us to increase our ability to detect narcotics, track missing people, apprehend suspects, and engage with the community through educational demonstrations and outreach efforts.

Your generous contribution will directly support:

- The acquisition and specialized training of a new K9 officer
- Veterinary care and ongoing maintenance to ensure the well-being of our K9 partners
- Essential equipment to enhance operational effectiveness
- Community engagement initiatives that strengthen trust and cooperation

Investing in our K9 Program is an investment in the safety and well-being of Bristol and its surrounding areas. With your support, we can ensure that our department continues to provide the highest level of service and protection to those who live and work in and around our community.

We sincerely appreciate your consideration and would welcome the opportunity to discuss how you or your business can contribute. If you have any questions or would like to donate, please feel free to contact us at 574-848-4464 or [bristolpd@bristolpolice.org](mailto:bristolpd@bristolpolice.org). Contributions can also be sent to the Bristol Police Department (K-9 Unit) at 303 E Vistula St. Bristol, IN 46507.

Thank you for your commitment to our community and for considering this opportunity to support a program that makes a real difference. Together, we can strengthen the Bristol Police K9 Unit and enhance the safety of our town for years to come.

Sincerely,

K-9 Handler Patrolman Gary Smith #409 & K-9 Raider

Corporal Kyle Hamood #404

Marshal Steve Priem #401





# BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET  
BRISTOL, IN. 46507  
Office 1-574-848-4155 / Fax 1-574-848-0459



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

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## **February 2025 Operations Report:**

We responded to 103 calls in January.

We had 427 responses in January.

### **Staffing:**

We are short 1 Fulltime Firefighter/Paramedic.

We have a fulltime FF/EMT going fulltime at Elkhart City Fire Department, so as of March 10<sup>th</sup> we will be short 1 Fulltime Firefighter/EMT.

### **Additional:**

We picked up our new ambulance last month. We are currently working on getting it certified. We are hoping to have it on the road by the end of March.

Both Cardiac monitors, AEDs, & Lucas Devices were serviced in January.

All of our SCBA's are scheduled to be tested on February 26<sup>th</sup>.

### **Weather**

Please use caution if you are going to use electric space heaters. Plug them directly into an outlet. Do not use a power strip or extension cord with electric space heaters. Make sure you have plenty of room around any heating device.

If you have any questions, please feel free to contact the fire station. If you have an emergency call 911.

Thank you,  
Nicholas J.A. Kantz  
Fire Chief

Filter statement

Filters Alarm Date Range 1/1/25 to 1/31/25 | District Exclude: N/A

# Total Incidents & False Alarms

Total Incidents w/false alarms i...

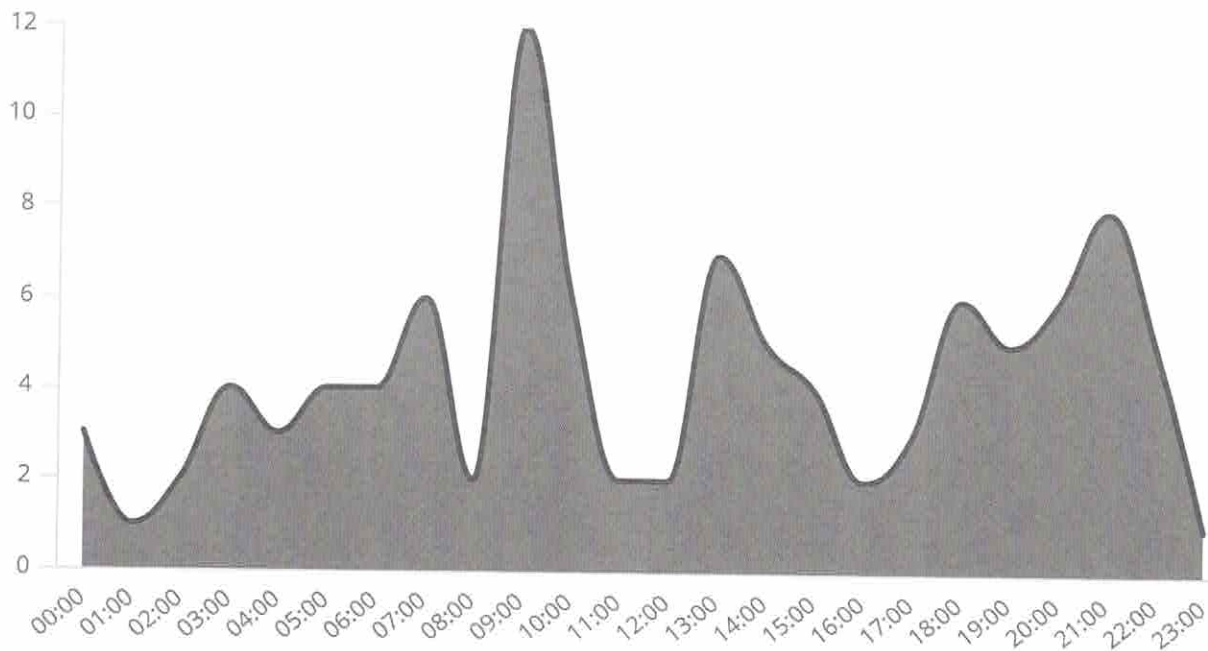
103

Percent of Incidents with False Alarm

Percent of False Alarm Calls

6.80%

Incidents over Time



Filter statement

Filters **Alarm Date Range** 1/1/25 to 1/31/25 | **District** Exclude: N/A

Breakdown of False Alarm Incidents by Type

