



# TOWN COUNCIL REGULAR MEETING

Thursday, March 05, 2026 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

### REPORTS

#### 7. TOWN MANAGER

- a. Water Project Change order number 6. Increase \$17,965.00
- b. SRF Disb #53 Phoenix Fabricators \$180928 w \$9,523 retainage
- c. Major Move Loan with County - paid

#### 8. CLERK-TREASURER

- a. public hearing for addt'l approp Ordinance No. 3-5-2026-4 \$1,629,134  
> following hearing, motion to table to 3.17.2026 work session due to changes in Gateway procedures

#### 9. TOWN ATTORNEY

- a. New Street Garage Committee recommendation Resolution No. 3-5-2026-4 and BOT agreement
- b. Ordinance 3-5-2026-6 adopting recodification
- c. Resolution 3.5.2026-5 accepting transfer of Maple Street property form RDC
- d. Public hearing on Annexation Ordinance 3-19-2026-5

[e.](#) Mutual release Lambrights

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

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

**11. TOWN COUNCIL DISCUSSION ITEMS**

a. Doug DeSmith

b. Dean Rentfrow

c. Cathy Burke

d. Gregg Tuholski

e. Jeff Beachy

**NEXT MEETINGS:**

**March 17 : 7:00 PM Work session, report from Chet @ The HUB , streetlight sale**

**March 19 : 7:00 pm Council meeting**

**12. MOTION TO ADJOURN**

**Change Order No.** 6

Section 7, Item a.

**Date of Issuance:** 2/9/2026  
**Owner:** Town of Bristol  
**Contractor:** Niblock  
**Engineer:** Jones Petrie Rafinski Corp.  
**Project:** Town of Bristol Water System Improvements

**Effective Date:** 3/5/2026  
**Owner's Contract No.:**  
**Contractor's Project No.:** N/A  
**Engineer's Project No.:** 2023-0005  
**Contract Name:** A

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

**Description:**

Water Main shift at tower site, replacing 12" with 16" pipe (not included in previous change), fittings, and valves.  
 Chemical building previously to be demolished to be replaced with equivalent work to remove obsolete equipment and panels, restore floor to be a storage garage.  
 Florine application no longer needed. Delete fluoride system, water softener and associated plumbing and controls.  
 As directed by Town, Asbestos Cement water main across well field replaced with new, stub for future connection, and additional pipe abandonment.  
 Minor change of Line B at SR 120 (C411) due to easement correction just after contract start.

**Attachments:**

1. Change Order Worksheet
2. Revised Plan Sheets C301, C302, C401, C411, C700, C701, M201, M401, M501, E001, E002, E101, E201, E401, E501, and E502

Change in Contract Price		Change in Contract Time	
<b>Original Contract Price:</b>	<b>\$5,987,307.00</b>	<b>Original Contract Times:</b>	
<b>Previous change orders:</b>		Substantial Completion	7/15/2025
1	\$ 56,699.00	Final Completion	8/19/2025
2	\$ 43,865.50	<b>Increase/Decrease from Change Orders (days)</b>	
3	\$ (113,351.80)		
4	\$ 522,724.50	Change Order 6	396
		<b>Total 396</b>	
<b>Net Change from Previous Change Orders:</b>	\$ 509,937.20	<b>Contract times with all approved change orders</b>	
<b>Contract Price prior to this change order:</b>	\$ 6,497,244.20		
<b>Net change from this change order</b>	<b>\$ 17,985.00</b>	Substantial Completion	8/15/2026
<b>Contract Price incorporating this change order</b>	<b>\$ 6,515,229.20</b>	Final Completion	9/19/2026

<b>Recommended:</b>	<b>Accepted:</b>	<b>Accepted:</b>
By Engineer:	By Owner:	By Contractor:
Jones Petrie Rafinski Corp	Town of Bristol	Niblock
	_____	_____
Signature	Signature	Signature
<u>Senior Project Engineer</u>	<u>Town Manager</u>	_____
Title	Title	Title
3/3/2026	_____	_____
Date	Date	Date

Section 7, Item a.

Project: Town of Bristol Water System Improvements  
 Change Order No. 6

Change Order Worksheet  
 Attachment 1

Contractor: Niblock

ITEM NO.	DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
<b>Mandatory Bid Alternate A1</b>									
A1 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$122,500.00	\$122,500.00	\$ -	\$ -	\$122,500.00
A1 2.1	Construction Staking	1	1	LSUM	\$25,500.00	\$25,500.00	\$ -	\$ -	\$25,500.00
A1 3.1	Erosion Control	1	1	LSUM	\$10,000.00	\$10,000.00	\$ -	\$ -	\$10,000.00
A1 4.1	Tower & Well Site Clearing	1	1	LSUM	\$75,000.00	\$75,000.00	\$ -	\$ -	\$75,000.00
A1 5.1	Dewatering	1	1	LSUM	\$1.00	\$1.00	\$ -	\$ -	\$1.00
A1 6.1	Maintenance of Traffic	1	1	LSUM	\$35,000.00	\$35,000.00	\$ -	\$ -	\$35,000.00
A1 7.1	10" C900 PVC Water Main	1,629	1,629	LFT	\$97.50	\$97.50	\$ -	\$ -	\$158,827.50
A1 7.2	8" C900 PVC Water Main	0	0	LFT	\$95.00	\$95.00	\$ -	\$ -	\$0.00
A1 7.3	6" C900 PVC Water Main	63	63	LFT	\$65.50	\$65.50	\$ -	\$ -	\$4,126.50
A1 8.1	10" Gate Valve & Box	9	9	EA	\$4,775.00	\$4,775.00	\$ -	\$ -	\$42,975.00
A1 8.2	8" Gate Valve & Box	0	0	EA	\$3,335.00	\$3,335.00	\$ -	\$ -	\$0.00
A1 8.3	6" Gate Valve & Box	1	1	EA	\$2,435.00	\$2,435.00	\$ -	\$ -	\$2,435.00
A1 9.1	2" PE CTS Water Service	313	313	LFT	\$45.00	\$45.00	\$ -	\$ -	\$14,085.00
A1 9.2	2" Water Service Curb Stop Assembly	2	2	EA	\$3,250.00	\$3,250.00	\$ -	\$ -	\$6,500.00
A1 9.3	1" PE CTS Water Service	1772	1772	LFT	\$41.50	\$41.50	\$ -	\$ -	\$73,538.00
A1 9.4	1" Water Service Curb Stop Assembly	5	5	EA	\$1,890.00	\$1,890.00	\$ -	\$ -	\$9,450.00
A1 9.5	Corp & Connect to Existing	28	28	EA	\$1,285.00	\$1,285.00	\$ -	\$ -	\$35,980.00
A1 9.6	Meter Pits, installed and connected	28	28	EA	\$2,060.00	\$2,060.00	\$ -	\$ -	\$57,680.00
A1 10.1	Fire Hydrant Assembly - Type 1	6	6	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$60,000.00
A1 10.2	Fire Hydrant Assembly Removal	4	4	EA	\$750.00	\$750.00	\$ -	\$ -	\$3,000.00
A1 11.1	10" DI 90 Deg. Bend	1	1	EA	\$1,285.00	\$1,285.00	\$ -	\$ -	\$1,285.00
A1 11.2	10" DI 45 Deg. Bend	13	13	EA	\$1,065.00	\$1,065.00	\$ -	\$ -	\$13,845.00
A1 11.3	10" DI 22.5 Deg. Bend	0	0	EA	\$1,050.00	\$1,050.00	\$ -	\$ -	\$0.00
A1 11.4	12" x 10" Tapping Valve & Sleeve	1	1	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$10,000.00
A1 11.5	10" x 10" Tee Fitting	2	2	EA	\$2,375.00	\$2,375.00	\$ -	\$ -	\$4,750.00
A1 11.6	10" x 8" Reducer Fitting	0	0	EA	\$900.00	\$900.00	\$ -	\$ -	\$0.00
A1 11.7	10" x 6" Tee Fitting	2	2	EA	\$2,000.00	\$2,000.00	\$ -	\$ -	\$4,000.00
A1 11.8	10" Plug	3	3	EA	\$630.00	\$630.00	\$ -	\$ -	\$1,890.00
A1 11.9	8" x 8" Tee Fitting	0	0	EA	\$1,690.00	\$1,690.00	\$ -	\$ -	\$0.00
A1 11.10	6" x 6" Tapping Valve & Sleeve	1	1	EA	\$6,500.00	\$6,500.00	\$ -	\$ -	\$6,500.00
A1 11.11	6" DI 90 Deg. Bend	2	2	EA	\$650.00	\$650.00	\$ -	\$ -	\$1,300.00
A1 12.1	INDOT Pavement Restoration - HMA Surface	12.46	12.46	TON	\$250.00	\$250.00	\$ -	\$ -	\$3,115.00
A1 12.2	INDOT Pavement Restoration - HMA Intermediate	11.73	11.73	TON	\$200.00	\$200.00	\$ -	\$ -	\$2,346.00
A1 12.3	INDOT Pavement Restoration - HMA Base	22.31	22.31	TON	\$150.00	\$150.00	\$ -	\$ -	\$3,346.50
A1 12.4	INDOT Pavement Restoration - Compacted Subgrade Type 1C	59.22	59.22	TON	\$55.00	\$55.00	\$ -	\$ -	\$3,257.10
A1 13.1	Local Roadway Pavement Restoration - HMA Surface	1	1	TON	\$250.00	\$250.00	\$ -	\$ -	\$250.00
A1 13.2	Local Roadway Pavement Restoration - HMA Intermediate	17.13	17.13	TON	\$200.00	\$200.00	\$ -	\$ -	\$3,426.00
A1 13.3	Local Roadway Pavement Restoration - HMA Base	23.00	23.00	TON	\$150.00	\$150.00	\$ -	\$ -	\$3,450.00
A1 13.4	Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base	5.00	5.00	TON	\$80.00	\$80.00	\$ -	\$ -	\$400.00
A1 14.1	SR 120 Streetscape - 4" Sidewalk	147.20	147.20	SYD	\$85.00	\$85.00	\$ -	\$ -	\$12,512.00
A1 14.2	SR 120 Streetscape - 9" PCCP	0.00	0.00	SYD	\$175.00	\$175.00	\$ -	\$ -	\$0.00
A1 14.3	SR 120 Streetscape - INDOT No. 8 Agg. Backfill	0.00	0.00	SYD	\$100.00	\$100.00	\$ -	\$ -	\$0.00
A1 15.1	SR 120 Streetscape - Curb Ramp Restoration	0.00	0.00	SYD	\$300.00	\$300.00	\$ -	\$ -	\$0.00
A1 16.1	SR 120 Streetscape - Concrete Curb Restoration	133.00	133.00	LFT	\$45.00	\$45.00	\$ -	\$ -	\$5,985.00
A1 17.1	Tower Site Temporary Access Road	1,420	1,420	SYD	\$17.50	\$17.50	\$ -	\$ -	\$24,850.00
A1 17.2	Tower Site Temporary Access Road -Local Roadway Pavement Restoration - HMA Surface	22.15	22.15	TON	\$250.00	\$250.00	\$ -	\$ -	\$5,537.50
A1 17.3	Tower Site Temporary Access Road - Local Roadway Pavement Restoration - HMA Base	48.82	48.82	TON	\$150.00	\$150.00	\$ -	\$ -	\$7,323.00
A1 17.4	Tower Site Temporary Access Road - Additional Clearing and Grubbing	1	1	LSUM	\$8,975.00	\$8,975.00	\$ -	\$ -	\$8,975.00
A1 18.1	Landscape Restoration & Seeding	1	1	LSUM	\$7,750.00	\$7,750.00	\$ -	\$ -	\$5,812.50
A1 19.1	Water Main Line Stop - 6", Undistributed	0	0	EA	\$10,500.00	\$10,500.00	\$ -	\$ -	\$0.00
A1 20.1	Flowable Fill, installed, for AC pipe support, as directed by Engineer or Town	16	16	CY	\$415.00	\$415.00	\$ -	\$ -	\$6,640.00
A1 21.1	Storm Piping Repairs, unforeseen conditions	4	4	EA	\$1,895.00	\$1,895.00	\$ -	\$ -	\$7,580.00
A1 22.1	Force Main Repairs, unforeseen conditions	1	1	EA	\$6,150.00	\$6,150.00	\$ -	\$ -	\$6,150.00
A1-CO3 23.1	Asphalt Sidewalk	954	954	SY	\$60.65	\$60.65	\$ -	\$ -	\$57,860.10
A1-CO3 24.1	Interior Water Service Work	3	3	EA	\$775.00	\$775.00	\$ -	\$ -	\$2,325.00
A1-CO3 25.1	Additional Maintenance of Traffic Equipment	64	64	DAILY	\$205.00	\$205.00	\$ -	\$ -	\$13,120.00
<b>Mandatory Bid Alternate A2</b>									
A2 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$6,500.00	\$6,500.00	\$ -	\$ -	\$6,500.00
A2 2.1	Construction Staking	1	1	LSUM	\$25,500.00	\$25,500.00	\$ -	\$ -	\$25,500.00
A2 3.1	Erosion Control	1	1	LSUM	\$8,500.00	\$8,500.00	\$ -	\$ -	\$8,500.00
A2 4.1	Tower/Well Site Earthwork & Grading	1	1	LSUM	\$133,500.00	\$133,500.00	\$ -	\$ -	\$133,500.00
A2 5.1	Dewatering	1	1	LSUM	\$3,500.00	\$3,500.00	\$ -	\$ -	\$3,500.00
A2 6.1	Landscape Restoration & Seeding	1	1	LSUM	\$65,000.00	\$65,000.00	\$ -	\$ -	\$65,000.00
A2 7.1	Maintenance of Traffic	1	1	LSUM	\$1,500.00	\$1,500.00	\$ -	\$ -	\$1,500.00
A2 8.1	12" C900 PVC Water Main	230	369	LFT	\$107.50	\$107.50	\$ 14,942.50	\$ -	\$39,667.50
A2 8.2	16" C900 PVC Water Main	7	0	LFT	\$315.00	\$315.00	\$ -	\$ (2,205.00)	\$0.00
A2-CO6 8.3	16" C900 PVC Water Main	0	107	LFT	\$200.00	\$200.00	\$ 21,400.00	\$ -	\$21,400.00
A2 8.3	10" C900 PVC Water Main	150	150	LFT	\$97.50	\$97.50	\$ -	\$ -	\$14,625.00
A2 8.4	8" C900 PVC Water Main	15	20	LFT	\$95.00	\$95.00	\$ 475.00	\$ -	\$1,900.00
A2 9.1	12" Gate Valve & Box	2	4	EA	\$5,725.00	\$5,725.00	\$ 11,450.00	\$ -	\$22,900.00
A2 9.2	16" Gate Valve & Box	1	0	EA	\$17,000.00	\$17,000.00	\$ -	\$ (17,000.00)	\$0.00
A2 9.3	10" Gate Valve & Box	1	1	EA	\$4,775.00	\$4,775.00	\$ -	\$ -	\$4,775.00
A2 10.1	1" PE CTS Water Service	120	95	LFT	\$17.50	\$17.50	\$ -	\$ (437.50)	\$1,662.50
A2 10.2	1" Water Service Curb Stop Assembly	1	1	EA	\$1,650.00	\$1,650.00	\$ -	\$ -	\$1,650.00
A2 11.1	16" DI 45 Deg. Bend	2	0	EA	\$2,790.00	\$2,790.00	\$ -	\$ (5,580.00)	\$0.00
A2 11.2	10" DI 45 Deg. Bend	4	4	EA	\$1,065.00	\$1,065.00	\$ -	\$ -	\$4,260.00
A2 11.3	8" DI 45 Deg. Bend	2	4	EA	\$750.00	\$750.00	\$ 1,500.00	\$ -	\$3,000.00

Section 7, Item a.

Project: Town of Bristol Water System Improvements  
 Change Order No. 6

Change Order Worksheet  
 Attachment 1

Contractor: Niblock

ITEM NO.	DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value	
A2	11.4	16" x 12" Reducer Fitting	1	1	EA	\$2,050.00	\$2,050.00	\$ -	\$ -	\$2,050.00
A2	11.5	12" x 10" Reducer Fitting	1	1	EA	\$1,135.00	\$1,135.00	\$ -	\$ -	\$1,135.00
A2-CO6	11.51	12" x 8" Reducer Fitting	0	1	EA	\$0.00	\$1,030.00	\$ 1,030.00	\$ -	\$1,030.00
A2-CO6	11.52	16" x 16" Tee Fitting	0	1	EA	\$0.00	\$6,000.00	\$ 6,000.00	\$ -	\$6,000.00
A2	11.6	12" x 12" Tee Fitting	1	2	EA	\$2,425.00	\$2,425.00	\$ 2,425.00	\$ -	\$4,850.00
A2	11.7	12" x 8" Tee Fitting	1	0	EA	\$2,265.00	\$2,265.00	\$ -	\$ (2,265.00)	\$0.00
A2	11.8	8" x 8" Tapping Valve & Sleeve	1	0	EA	\$7,900.00	\$7,900.00	\$ -	\$ (7,900.00)	\$0.00
A2	12.1	Tower/Well Site 12" PVC Storm Sewer	160	160	LFT	\$70.00	\$70.00	\$ -	\$ -	\$11,200.00
A2	12.2	Tower/Well Site Storm Inlet	1	1	EA	\$1,900.00	\$1,900.00	\$ -	\$ -	\$1,900.00
A2	12.3	Tower/Well Site Drywell	2	2	EA	\$6,500.00	\$6,500.00	\$ -	\$ -	\$13,000.00
A2	12.4	Tower/Well Site 4" PVC Sewer	45	45	LFT	\$100.00	\$100.00	\$ -	\$ -	\$4,500.00
A2	13.1	Tower Site - INDOT No. 53 Compacted Aggregate	1,040	1,040	TON	\$41.00	\$41.00	\$ -	\$ -	\$42,640.00
A2	14.1	Wellhouse #6 Structure	1	1	LSUM	\$52,500.00	\$52,500.00	\$ -	\$ -	\$52,500.00
A2	14.2	Wellhouse #6 Mechanical & Electrical	1	1	LSUM	\$94,750.00	\$94,750.00	\$ -	\$ -	\$94,750.00
A2	15.1	Water Well No. 6 - Peerless Midwest	1	1	LSUM	\$153,000.00	\$153,000.00	\$ -	\$ -	\$153,000.00
A2	15.2	Midwest	1	1	LSUM	\$93,290.00	\$93,290.00	\$ -	\$ -	\$93,290.00
A2	16.1	Chemical Building Structure	1	1	LSUM	\$81,500.00	\$81,500.00	\$ -	\$ -	\$81,500.00
A2	16.2	Chemical Building Mechanical & Electrical	1	1	LSUM	\$235,000.00	\$235,000.00	\$ -	\$ -	\$235,000.00
A2-CO6	16.4	Florida Feed Skid, Plumbing and Appurtenances (Credit)	0	1	LSUM	\$0.00	-\$10,455.00	\$ -	\$ (10,455.00)	-\$10,455.00
A2-CO6	16.5	Water Softener	1	0	LSUM	\$600.00	\$0.00	\$ -	\$ (600.00)	\$0.00
A2	17.1	Well Site Electrical	1	1	LSUM	\$70,000.00	\$70,000.00	\$ -	\$ -	\$70,000.00
A2	18.1	Water Main Line Stop - 8", Undistributed	2	2	EA	\$11,500.00	\$11,500.00	\$ -	\$ -	\$23,000.00
<b>Mandatory Bid Alternate A3</b>										
A3	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$20,000.00	\$20,000.00	\$ -	\$ -	\$20,000.00
A3	2.1	Construction Staking	1	1	LSUM	\$25,500.00	\$25,500.00	\$ -	\$ -	\$25,500.00
A3	3.1	Erosion Control	1	1	LSUM	\$12,750.00	\$12,750.00	\$ -	\$ -	\$12,750.00
A3	4.1	Tower & Well Site Clearing	1	1	LSUM	\$20,000.00	\$20,000.00	\$ -	\$ -	\$20,000.00
A3	5.1	Dewatering	1	1	LSUM	\$45,000.00	\$45,000.00	\$ -	\$ -	\$45,000.00
A3	6.1	Maintenance of Traffic	1	1	LSUM	\$5,000.00	\$5,000.00	\$ -	\$ -	\$5,000.00
A3	7.1	12" C900 PVC Water Main	1,040	1,010	LFT	\$101.50	\$101.50	\$ -	\$ (3,045.00)	\$102,515.00
A3	7.2	12" C900 PVC Water Main by HDD	8,550	8,593	LFT	\$130.00	\$130.00	\$ 5,590.00	\$ -	\$1,117,090.00
A3	7.3	Railroad Crossing	113	113	LFT	\$700.00	\$700.00	\$ -	\$ -	\$79,100.00
A3	7.4	12" HDPE Water Main	390	390	LFT	\$95.00	\$95.00	\$ -	\$ -	\$37,050.00
A3	7.5	12" HDPE Water Main & Casing - SR 120 Crossing	110	110	LFT	\$450.00	\$450.00	\$ -	\$ -	\$49,500.00
A3	7.6	8" C900 PVC Water Main	20	20	LFT	\$95.00	\$95.00	\$ -	\$ -	\$1,900.00
A3	7.7	6" C900 PVC Water Main	20	20	LFT	\$65.50	\$65.50	\$ -	\$ -	\$1,310.00
A3	8.1	12" Gate Valve & Box	28	28	EA	\$5,725.00	\$5,725.00	\$ -	\$ -	\$160,300.00
A3	8.2	8" Gate Valve & Box	1	1	EA	\$3,335.00	\$3,335.00	\$ -	\$ -	\$3,335.00
A3	8.3	6" Gate Valve & Box	1	1	EA	\$2,435.00	\$2,435.00	\$ -	\$ -	\$2,435.00
A3	9.1	2" PE CTS Water Service	40	40	LFT	\$45.00	\$45.00	\$ -	\$ -	\$1,800.00
A3	9.2	2" Water Service Curb Stop Assembly	2	2	EA	\$3,250.00	\$3,250.00	\$ -	\$ -	\$6,500.00
A3	10.1	Fire Hydrant Assembly - Type 1	20	20	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$200,000.00
A3	10.2	Fire Hydrant Assembly - Type 2	3	3	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$30,000.00
A3	10.3	Fire Hydrant Assembly Removal	1	1	EA	\$750.00	\$750.00	\$ -	\$ -	\$750.00
A3	11.1	12" DI 45 Deg. Bend	11	13	EA	\$1,400.00	\$1,400.00	\$ 2,800.00	\$ -	\$18,200.00
A3	11.2	12" DI 22.5 Deg. Bend	6	5	EA	\$1,300.00	\$1,300.00	\$ -	\$ (1,300.00)	\$6,500.00
A3	11.3	12" DI 11.25 Deg. Bend	4	3	EA	\$1,265.00	\$1,265.00	\$ -	\$ (1,265.00)	\$3,795.00
A3	11.4	12" x 12" Tapping Valve & Sleeve	1	1	EA	\$11,500.00	\$11,500.00	\$ -	\$ -	\$11,500.00
A3	11.5	12" x 12" Tee Fitting	5	6	EA	\$2,425.00	\$2,425.00	\$ 2,425.00	\$ -	\$14,550.00
A3	11.6	12" x 8" Tee Fitting	1	1	EA	\$2,265.00	\$2,265.00	\$ -	\$ -	\$2,265.00
A3	11.7	12" x 8" Reducer Fitting	1	1	EA	\$1,030.00	\$1,030.00	\$ -	\$ -	\$1,030.00
A3	11.8	12" HDPE/PVC Material Transition Fitting	2	2	EA	\$1,785.00	\$1,785.00	\$ -	\$ -	\$3,570.00
A3	11.9	12" HDPE Thrust Anchor	2	2	EA	\$5,000.00	\$5,000.00	\$ -	\$ -	\$10,000.00
A3	11.10	12" Plug	4	4	EA	\$825.00	\$825.00	\$ -	\$ -	\$3,300.00
A3	11.11	8" x 8" Tapping Valve & Sleeve	2	2	EA	\$7,900.00	\$7,900.00	\$ -	\$ -	\$15,800.00
A3	12.1	River Crossing Monitoring Structure	1	1	EA	\$32,500.00	\$32,500.00	\$ -	\$ -	\$32,500.00
A3	13.1	Clean Water Release Valve	1	1	EA	\$24,250.00	\$24,250.00	\$ -	\$ -	\$24,250.00
A3	14.1	Local Roadway Pavement Restoration - HMA Surface	8	8	TON	\$250.00	\$250.00	\$ -	\$ -	\$2,000.00
A3	14.2	Intermediate	15	15	TON	\$200.00	\$200.00	\$ -	\$ -	\$3,000.00
A3	14.3	Local Roadway Pavement Restoration - HMA Base	15	15	TON	\$150.00	\$150.00	\$ -	\$ -	\$2,250.00
A3	14.4	Aggregate No. 53 Base	30	30	TON	\$80.00	\$80.00	\$ -	\$ -	\$2,400.00
A3	15.1	Parking Lot Pavement Restoration HMA Surface	2	2	TON	\$125.00	\$125.00	\$ -	\$ -	\$250.00
A3	15.2	Parking Lot Pavement Restoration HMA Base	3	3	TON	\$100.00	\$100.00	\$ -	\$ -	\$300.00
A3	15.3	Aggregate No. 53 Base	5	5	TON	\$41.50	\$41.50	\$ -	\$ -	\$207.50
A3	16.1	Landscape Restoration & Seeding	1	1	LSUM	\$23,500.00	\$23,500.00	\$ -	\$ -	\$23,500.00
A3	17.1	Water Main Line Stop - 8", Undistributed	1	1	EA	\$11,500.00	\$11,500.00	\$ -	\$ -	\$11,500.00
A3	17.2	Water Main Line Stop - 12", Undistributed	1	1	EA	\$14,500.00	\$14,500.00	\$ -	\$ -	\$14,500.00
<b>Mandatory Bid Alternate A4</b>										
A4	1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$12,500.00	\$12,500.00	\$ -	\$ -	\$12,500.00
A4	2.1	Construction Staking	1	1	LSUM	\$25,500.00	\$25,500.00	\$ -	\$ -	\$25,500.00
A4	3.1	Erosion Control	1	1	LSUM	\$18,000.00	\$18,000.00	\$ -	\$ -	\$18,000.00
A4	4.1	Site Clearing	1	1	LSUM	\$4,500.00	\$4,500.00	\$ -	\$ -	\$4,500.00
A4	5.1	Dewatering	1	1	LSUM	\$1.00	\$1.00	\$ -	\$ -	\$1.00
A4	6.1	Maintenance of Traffic	1	1	LSUM	\$3,500.00	\$3,500.00	\$ -	\$ -	\$3,500.00
A4	7.1	12" C900 PVC Water Main	60	60	LFT	\$107.50	\$107.50	\$ -	\$ -	\$6,450.00
A4	7.2	12" C900 PVC Water Main by HDD	450	450	LFT	\$130.00	\$130.00	\$ -	\$ -	\$58,500.00
A4	7.3	12" HDPE Water Main	790	790	LFT	\$95.00	\$95.00	\$ -	\$ -	\$75,050.00
A4	7.4	10" C900 PVC Water Main	90	90	LFT	\$97.50	\$97.50	\$ -	\$ -	\$8,775.00
A4	7.5	10" C900 PVC Water Main by HDD	2,900	2,900	LFT	\$102.50	\$102.50	\$ -	\$ -	\$297,250.00
A4	7.6	8" C900 PVC Water Main	5	5	LFT	\$95.00	\$95.00	\$ -	\$ -	\$475.00
A4	7.7	6" C900 PVC Water Main	215	215	LFT	\$52.50	\$52.50	\$ -	\$ -	\$11,287.50
A4	8.1	12" Gate Valve & Box	1	1	EA	\$5,725.00	\$5,725.00	\$ -	\$ -	\$5,725.00
A4	8.2	10" Gate Valve & Box	10	10	EA	\$4,775.00	\$4,775.00	\$ -	\$ -	\$47,750.00
A4	8.3	6" Gate Valve & Box	4	4	EA	\$2,435.00	\$2,435.00	\$ -	\$ -	\$9,740.00
A4	9.1	Fire Hydrant Assembly - Type 1	9	9	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$90,000.00

Section 7, Item a.

Project: Town of Bristol Water System Improvements  
 Change Order No. 6

Change Order Worksheet  
 Attachment 1

Contractor: Niblock

ITEM NO.	DESCRIPTION	Previous Contract Quantity	Revised Contract Quantity	Unit	Previous Contract Unit Price	Revised Contract Unit Price	Increase	Decrease	Revised Contract Value
A4 9.2	Fire Hydrant Assembly - Type 2	1	1	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$10,000.00
A4 9.3	Fire Hydrant Assembly Removal	1	1	EA	\$750.00	\$750.00	\$ -	\$ -	\$750.00
A4 10.1	12" DI 45 Deg. Bend	3	3	EA	\$1,400.00	\$1,400.00	\$ -	\$ -	\$4,200.00
A4 10.2	12" DI 22.5 Deg. Bend	2	2	EA	\$1,300.00	\$1,300.00	\$ -	\$ -	\$2,600.00
A4 10.3	12" x 10" Reducer Fitting	1	1	EA	\$1,135.00	\$1,135.00	\$ -	\$ -	\$1,135.00
A4 10.4	12" x 8" Reducer Fitting	1	1	EA	\$1,030.00	\$1,030.00	\$ -	\$ -	\$1,030.00
A4 10.5	12" HDPE Thrust Anchor	2	2	EA	\$5,000.00	\$5,000.00	\$ -	\$ -	\$10,000.00
A4 10.6	12" HDPE/PVC Material Transition	2	2	EA	\$1,785.00	\$1,785.00	\$ -	\$ -	\$3,570.00
A4 10.7	10" x 10" Tee Fitting	2	2	EA	\$2,375.00	\$2,375.00	\$ -	\$ -	\$4,750.00
A4 10.8	10" x 6" Tee Fitting	3	3	EA	\$2,000.00	\$2,000.00	\$ -	\$ -	\$6,000.00
A4 10.9	10" x 6" Reducer Fitting	1	1	EA	\$760.00	\$760.00	\$ -	\$ -	\$760.00
A4 10.10	10" Plug	2	2	EA	\$630.00	\$630.00	\$ -	\$ -	\$1,260.00
A4 10.11	8" x 8" Tapping Valve, Sleeve & Box	1	1	EA	\$7,900.00	\$7,900.00	\$ -	\$ -	\$7,900.00
A4 10.12	6" x 6" Tee Fitting	1	1	EA	\$1,005.00	\$1,005.00	\$ -	\$ -	\$1,005.00
A4 10.13	6" x 6" Tapping Valve, Sleeve & Box	2	2	EA	\$6,500.00	\$6,500.00	\$ -	\$ -	\$13,000.00
A4 10.14	6" Plug	3	3	EA	\$380.00	\$380.00	\$ -	\$ -	\$1,140.00
A4 11.1	River Crossing Monitoring Structure	1	1	EA	\$32,500.00	\$32,500.00	\$ -	\$ -	\$32,500.00
A4 12.1	Local Roadway Pavement Restoration - HMA Surface	15	15	TON	\$250.00	\$250.00	\$ -	\$ -	\$3,750.00
A4 12.2	Intermediate	25	25	TON	\$200.00	\$200.00	\$ -	\$ -	\$5,000.00
A4 12.3	Local Roadway Pavement Restoration - HMA Base	25	25	TON	\$150.00	\$150.00	\$ -	\$ -	\$3,750.00
A4 12.4	Aggregate No. 53 Base	45	45	TON	\$80.00	\$80.00	\$ -	\$ -	\$3,600.00
A4 13.1	Landscape Restoration & Seeding	1	1	LSUM	\$16,850.00	\$16,850.00	\$ -	\$ -	\$16,850.00
A4 14.1	Inserta Valve - 8"	1	1	EA	\$14,850.00	\$14,850.00	\$ -	\$ -	\$14,850.00
A4 15.1	Water Main Line Stop - 8", Undistributed	1	1	EA	\$11,500.00	\$11,500.00	\$ -	\$ -	\$11,500.00
A4 15.2	Water Main Line Stop - 6", Undistributed	2	2	EA	\$10,500.00	\$10,500.00	\$ -	\$ -	\$21,000.00
<b>Mandatory Bid Alternate A5</b>									
A5 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$2,500.00	\$2,500.00	\$ -	\$ -	\$2,500.00
A5 2.1	Construction Staking	1	1	LSUM	\$6,500.00	\$6,500.00	\$ -	\$ -	\$6,500.00
A5 3.1	Erosion Control	1	1	LSUM	\$2,500.00	\$2,500.00	\$ -	\$ -	\$2,500.00
A5 4.1	Tower/Well Site Final Grading & Cleanup	1	1	LSUM	\$12,800.00	\$12,800.00	\$ -	\$ -	\$12,800.00
A5 5.1	Tower Site Pavement - HMA Surface	212	212	TON	\$135.00	\$135.00	\$ -	\$ -	\$28,620.00
A5 5.2	Tower Site Pavement - HMA Intermediate	422	422	TON	\$105.00	\$105.00	\$ -	\$ -	\$44,310.00
A5 5.3	Tower Site Pavement - HMA Base	422	422	TON	\$105.00	\$105.00	\$ -	\$ -	\$44,310.00
A5 6.1	Landscape Restoration & Seeding	1	1	LSUM	\$75,000.00	\$75,000.00	\$ -	\$ -	\$75,000.00
A5 7.1	Water System Control Installation & Integration	1	1	LSUM	\$560,000.00	\$560,000.00	\$ -	\$ -	\$560,000.00
A5 8.1	Well & Tower System Start-Up	1	1	LSUM	\$25,500.00	\$25,500.00	\$ -	\$ -	\$25,500.00
							\$ -	\$ -	\$0.00
A6 1	12" C900 PVC Water Main	32	32	LFT	\$122.50	\$122.50	\$ -	\$ -	\$3,920.00
A6 2	6" C900 PVC Water Main	2,302	2,302	LFT	\$65.50	\$65.50	\$ -	\$ -	\$150,781.00
A6 3	4" C900 PVC Water Main	2	2	LFT	\$60.00	\$60.00	\$ -	\$ -	\$120.00
A6 4	12" Gate Valve & Box	2	2	EA	\$5,725.00	\$5,725.00	\$ -	\$ -	\$11,450.00
A6 5	6" Gate Valve & Box	9	9	EA	\$2,435.00	\$2,435.00	\$ -	\$ -	\$21,915.00
A6 6	4" Gate Valve	1	1	EA	\$2,400.00	\$2,400.00	\$ -	\$ -	\$2,400.00
A6 7	1" PE CTS Water Service	659	659	LFT	\$41.50	\$41.50	\$ -	\$ -	\$27,348.50
A6 8	1" Water Service Curb Stop Assembly	26	26	EA	\$1,890.00	\$1,890.00	\$ -	\$ -	\$49,140.00
A6 9	Fire Hydrant Assembly - Type 1	11	11	EA	\$10,000.00	\$10,000.00	\$ -	\$ -	\$110,000.00
A6 10	Fire Hydrant Assembly Removal	8	8	EA	\$750.00	\$750.00	\$ -	\$ -	\$6,000.00
A6 11	Fire Hydrant Assembly, Remove & Reconnect	2	2	EA	\$3,500.00	\$3,500.00	\$ -	\$ -	\$7,000.00
A6 12	6" DI 45 Deg. Bend	15	15	EA	\$695.00	\$695.00	\$ -	\$ -	\$10,425.00
A6 13	6" DI 11.25 Deg. Bend	1	1	EA	\$680.00	\$680.00	\$ -	\$ -	\$680.00
A6 14	12" DI 45 Deg. Bend	2	2	EA	\$1,735.00	\$1,735.00	\$ -	\$ -	\$3,470.00
A6 15	8" x 4" Reducer Fitting	0	0	EA	\$710.00	\$710.00	\$ -	\$ -	\$0.00
A6 16	12" x 6" Reducer Fitting	1	1	EA	\$1,190.00	\$1,190.00	\$ -	\$ -	\$1,190.00
A6 17	6" x 6" Tee Fitting	1	1	EA	\$1,160.00	\$1,160.00	\$ -	\$ -	\$1,160.00
A6 18	12" x 8" Tee Fitting	1	1	EA	\$2,525.00	\$2,525.00	\$ -	\$ -	\$2,525.00
A6 19	12" x 12" x 8" Tee Fitting	1	1	EA	\$2,525.00	\$2,525.00	\$ -	\$ -	\$2,525.00
A6 20	12" x 12" x 10" Tee Fitting	2	2	EA	\$2,890.00	\$2,890.00	\$ -	\$ -	\$5,780.00
A6 21	8" x 6" Tapping Valve & Sleeve on AC Pipe	2	2	EA	\$8,825.00	\$8,825.00	\$ -	\$ -	\$17,650.00
A6 22	4" x 4" Tapping Valve & Sleeve on AC Pipe	2	2	EA	\$7,650.00	\$7,650.00	\$ -	\$ -	\$15,300.00
A6 23	Water Main Line Stop - 6", Undistributed	1	1	EA	\$10,500.00	\$10,500.00	\$ -	\$ -	\$10,500.00
A6 24	Plug, 12"	1	1	EA	\$705.00	\$705.00	\$ -	\$ -	\$705.00
A6 25	Installing service at Hardings	1	1	EA	\$1,890.00	\$1,890.00	\$ -	\$ -	\$1,890.00
A6 26	6x6x4 Tee Fitting	1	1	EA	\$1,150.00	\$1,150.00	\$ -	\$ -	\$1,150.00
A6 27	Water Main and valves Abandonment	1	1	LSUM	\$25,000.00	\$25,000.00	\$ -	\$ -	\$25,000.00
A6 28	INDOT full depth restoration outside of CCMG work	60	60	SYD	\$195.00	\$195.00	\$ -	\$ -	\$11,700.00
A6 29	Lawn Restoration	1	1	LSUM	\$5,000.00	\$5,000.00	\$ -	\$ -	\$5,000.00
A6 30	Maint. of Traffic for Pearl St.	1	1	LSUM	\$7,500.00	\$7,500.00	\$ -	\$ -	\$7,500.00
A6 31	Mobilization Beyond Contract Area	1	1	LSUM	\$8,500.00	\$8,500.00	\$ -	\$ -	\$8,500.00
<b>Total</b>									<b>\$6,515,829.20</b>
Total Increase							\$ 70,037.50		
Total Decrease							\$ (52,052.50)		
Net change this change order									\$ 17,985.00
Contract Price prior to this change order									\$ 6,497,244.20
<b>Current Contract Price</b>									<b>\$ 6,515,229.20</b>

**Contractor's Application for Payment**

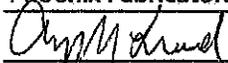
<b>Owner:</b> <u>Town of Bristol</u>	<b>Owner's Project No.:</b> <u>n/a</u>
<b>Engineer:</b> <u>Jones Petrie Rafinski, Corp.</u>	<b>Engineer's Project No.:</b> <u>2023-0005</u>
<b>Contractor:</b> <u>Phoenix Fabricators &amp; Erectors, LLC</u>	<b>Contractor's Project No.:</b> <u>4030</u>
<b>Project:</b> <u>Water System Improvements Project</u>	
<b>Contract:</b> <u>Contract B - Water Tower Construction</u>	
<b>Application No.:</b> <u>FIFTEEN</u>	<b>Application Date:</b> <u>2/28/2026</u>
<b>Application Period:</b> From <u>2/1/2026</u> to <u>2/28/2026</u>	

1. Original Contract Price	\$ 5,750,000.00
2. Net change by Change Orders	\$ (137,199.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 5,612,801.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,359,416.35
5. Retainage	
a. 5% X \$ 3,113,654.78 Work Completed	\$ 155,682.74
b. 5% X \$ 245,761.57 Stored Materials	\$ 12,288.08
c. Total Retainage (Line 5.a + Line 5.b)	\$ 167,970.82
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,191,445.53
7. Less previous payments (Line 6 from prior application)	\$ 3,010,517.56
8. Amount due this application	\$ 180,927.97
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$ 2,421,355.47

**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.

<b>Contractor:</b> <u>Phoenix Fabricators &amp; Erectors, LLC</u>
<b>Signature:</b> <u></u> <b>Date:</b> <u>2/28/2026</u>

<p><b>Recommended by Engineer</b></p> <p><b>By:</b> <u></u></p> <p><b>Title:</b> <u>Senior Project Engineer</u></p> <p><b>Date:</b> <u>2026-03-02</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
<p><b>Approved by Funding Agency</b></p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>By:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	n/a
Engineer:	Jones Petrie Rafinski, Corp.	Engineer's Project No.:	2023-0005
Contractor:	Phoenix Fabricators & Erectors, LLC	Contractor's Project No.:	4030
Project:	Water System Improvements Project		
Contract:	Contract B - Water Tower Construction		

Application No.: FIFTEEN Application Period: From 02/01/26 to 02/28/26 Application Date: 02/28/26

A Item No.	B 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) (\$)
<b>Original Contract</b>									
1	PROPOSED WATER TOWER CONSTRUCTION								
1.1	ENGINEERING	345,000.00	345,000.00				345,000.00	100%	
1.2	PILES / DEEP FOUNDATION	335,000.00	335,000.00				335,000.00	100%	
1.3	FOUNDATION	908,000.00	908,000.00				908,000.00	100%	
1.4	YARD PIPING	200,000.00		100,000.00			100,000.00	50%	100,000.00
1.5	TANK SHAFT	1,026,000.00	1,026,000.00				1,026,000.00	100%	
1.6	TANK MATERIAL / SHOP FABRICATION	582,000.00	114,204.28			245,761.57	359,965.85	62%	222,034.15
1.7	TANK DELIVERY	38,000.00						0%	38,000.00
1.8	TANK ERECTION	456,000.00						0%	456,000.00
1.9	TANK PAINTING	298,000.00						0%	298,000.00
2	EXISTING WATER TOWER DEMOLITION	120,000.00						0%	120,000.00
3	DEWATERING	65,000.00						0%	65,000.00
4	WATER TOWER INTERIOR IMPROVEMENTS	504,500.00						0%	504,500.00
4.1	TANK MIXING SYSTEM	12,500.00						0%	12,500.00
4.2	ELECTRICAL / CONTROLS	231,000.00		11,550.00			11,550.00	5%	219,450.00
4.3	DISINFECTION / TESTING / STARTUP	2,000.00						0%	2,000.00
5	EXISTING TOWER SITE RESTORATION	45,000.00						0%	45,000.00
6	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00						0%	220,000.00
7	FREEDOM POWDER SITE RESTORATION	75,000.00						0%	75,000.00
8	MOBILIZATION / DEMOBILIZATION	115,000.00	23,000.00				23,000.00	20%	92,000.00
8.1	BONDS / INSURANCE	172,000.00	172,000.00				172,000.00	100%	
<b>Original Contract Totals</b>		<b>\$ 5,750,000.00</b>	<b>\$ 2,923,204.28</b>	<b>\$ 111,550.00</b>	<b>\$ 245,761.57</b>	<b>\$ 3,280,515.85</b>	<b>57%</b>	<b>\$ 2,469,484.15</b>	
<b>Change Orders</b>									
CO1	PROPOSED WATER TOWER CONSTRUCTION - INCREASE	157,801.00		78,900.50			78,900.50	50%	78,900.50
CO1	DEDUCT - FREEDOM POWDER SITE IMPROVEMENTS	(220,000.00)						0%	(220,000.00)
CO1	DEDUCT - FREEDOM POWDER SITE RESTORATION	(75,000.00)						0%	(75,000.00)
<b>Change Order Totals</b>		<b>\$ (137,199.00)</b>	<b>\$ -</b>	<b>\$ 78,900.50</b>	<b>\$ -</b>	<b>\$ 78,900.50</b>	<b>-58%</b>	<b>\$ (216,099.50)</b>	
<b>Original Contract and Change Orders</b>									
<b>Project Totals</b>		<b>\$ 5,612,801.00</b>	<b>\$ 2,923,204.28</b>	<b>\$ 190,450.50</b>	<b>\$ 245,761.57</b>	<b>\$ 3,359,416.35</b>	<b>60%</b>	<b>\$ 2,253,384.65</b>	
Total number of weather days for project: 0									

**NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS**

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the **Bristol Municipal Complex, 303 E Vistula, at 7:00 p.m.**, on **Thursday, March 5, 2026 – Ordinance No. 3-5-2026-4**

Increase:

FUND #	Appropriation #	Amount	Reason
2201 MVH Unrestricted	2201-001-4430	\$ 30,000	CCMG Elkhart Street
2202 Local Road & Streets	2202-001-4430	\$ 20,000	CCMG Elkhart Street
2500 MS-4	2500-001-4442	\$ 9,000	street department building
2570 TIF 130 South	2570-001-4412.200	\$672,000	water main in Elkhart St & street dept building
2580 TIF 148 East	2580-001-4400	\$448,134	water main / Ponderosa realignment
2565 TIF 171 GGT	2565-001-4412.200	\$100,000	street department building
2585 TIF Seahawk	2585-001-4400	\$200,000	street department building
2586 TIF RailPark	2586-001-4412.200	\$100,000	street department building
2545 RD give back fund	2545- 001-4315	\$ 50,000	Festival & event expenses

**Total: \$1,629,134**

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: February 19, 2026  
Cathy Antonelli, Clerk-Treasurer

# Ordinance No. 3.5.2026-4

## Additional Appropriation Ordinance

**WHEREAS**, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2026 annual budget,

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Bristol, Indiana that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purpose specified, subject to laws governing the same:

**PASSED AND ADOPTED** by the Town Council of the Town of Bristol, Indiana, on this 5th day of March, 2026.

Increase:

FUND #	Appropriation #	Amount	Reason
2201 MVH Unrestricted	2201-001-4430	\$ 30,000	CCMG Elkhart Street
2202 Local Road & Streets	2202-001-4430	\$ 20,000	CCMG Elkhart Street
2500 MS-4	2500-001-4442	\$ 9,000	street department building
2570 TIF 130 South	2570-001-4412.200	\$672,000	water main in Elkhart St & street dept building
2580 TIF 148 East	2580-001-4400	\$448,134	water main / Ponderosa realignment
2565 TIF 171 GGT	2565-001-4412.200	\$100,000	street department building
2585 TIF Seahawk	2585-001-4400	\$200,000	street department building
2586 TIF RailPark	2586-001-4412.200	\$100,000	street department building
2545 RD give back fund	2545- 001-4315	\$ 50,000	Festival & event expenses

**Total: \$1,629,134**

### BRISTOL TOWN COUNCIL - TOWN OF BRISTOL, INDIANA

By \_\_\_\_\_  
Jeff Beachy, President

By \_\_\_\_\_  
Doug DeSmith

By \_\_\_\_\_  
Cathy Burke

By \_\_\_\_\_  
Dean Rentfrow

**ATTEST:**

By \_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

RESOLUTION NO. 3-5-2026-04

A RESOLUTION OF THE TOWN COUNCIL FOR THE TOWN OF BRISTOL, INDIANA AWARDING A BUILD-OPERATE-TRANSFER TRANSACTION

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a political subdivision of the State of Indiana governed by its duly elected Town Council (the “Council”), which is the legislative body of the Town pursuant to Indiana Code § 36-5-2-2; and

WHEREAS, the Council, by Resolution 9-18-2025-15, previously adopted provisions of Indiana Code 5-23 (the “BOT Statute”) for purposes of utilizing the build-operate-transfer procurement methods described therein; and

WHEREAS, the Town published requests for proposals and qualifications pursuant to Indiana Code 5-23-5 for the award of a public-private agreement for the design, construction, operation, and transfer of a new Bristol Street Department garage facility (the “Project”), and the Town has received submissions responsive to such requests (the “RFP Submissions”); and

WHEREAS, the Council, by Resolution 11-6-2025-16, established the Build-Operate-Transfer RFP Review Committee (the “Committee”) to review and evaluate the RFP Submissions and make recommendations to the Council on an award under the BOT Statute; and

WHEREAS, the Committee proceeded through the process required by the BOT Statute in connection with the foregoing request for RFP Submissions and determined that the Council should enter into certain agreements with the selected developer, including a build-operate-transfer agreement addressing the design and construction of the Project (the “BOT Agreement”); and

WHEREAS, the development and construction of the Project by a developer, and the acquisition by the Town of the completed Project, collectively, constitute the “BOT Transaction”; and

WHEREAS, following its review of the RFP Submissions, the Committee recommended that the Council award the BOT Transaction to JBK Development LLC (the “Developer”); and

WHEREAS, not fewer than seven (7) days before the date hereof, and as required by the BOT Statute: (a) notice of the public hearing occurring on the date hereof was published in accordance with Indiana Code 5-3-1; and (b) all proposals, together with the recommendation letter, were made available for inspection and copying in accordance with Indiana Code 5-14-3; and

WHEREAS, the Council now desires to: (a) award the BOT Transaction to the Developer; (b) authorize the execution of the BOT Agreement and any other documents necessary or reasonably appropriate to close the BOT Transaction (the “Transaction Documents”), as such documents are negotiated, finalized, and approved by the Town Council President (the “Authorized Individual”), acting in consultation with Town counsel.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol, Indiana meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1. The foregoing recitals are fully incorporated herein by this reference.
- Section 2. Pursuant to and in accordance with the BOT Statute, the Council hereby:

  - (a) awards the BOT Transaction to the Developer; and
  - (b) confirms that the BOT Agreement shall constitute a “BOT Agreement” under the BOT Statute.
- Section 3. The Council authorizes the Authorized Individual, acting in consultation with counsel to the Town, to negotiate, finalize, and execute the Transaction Documents on behalf of the Council.
- Section 4. The Authorized Individual and the officers of Town hereby are authorized to take any and all actions, including executing and delivering any documents or certificates, that the Authorized Individual or any such officer deems to be necessary or reasonably appropriate to effect the resolutions set forth herein. Any such actions taken, including any documents or certificates executed and delivered, hereby are ratified, confirmed, and approved.
- Section 5. If any section, paragraph, or provision of this Resolution is held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.
- Section 6. This Resolution shall be in full force and effect immediately upon its adoption.

\* \* \* \*

RESOLVED THIS 5TH DAY OF MARCH 2026.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

\_\_\_\_\_  
Dean Rentfrow

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

To: Bristol Town Council  
From: RFP Committee  
Date: February 24, 2026  
Re: Recommendation for BOT Award

Dear Councilmembers:

As directed by the Bristol Town Council (the “Council”), we have acted in our role as members of the RFP Committee (the “Committee”) established by Resolution 11-6-2025-18 to solicit responses to a Request for Proposals and Qualifications for a potential Bristol Street Department garage project (the “Project”) through a Build-Operate-Transfer (“BOT”) process. The Committee followed all notification and RFPQ requirements per IC 5-23.

The Committee completed a Request for Proposals/Qualifications process and received a proposal from JBK Development LLC (the “Developer”). After completing the design, budget and financing deliverables during the scoping period, the Committee is pleased to recommend JBK Development LLC as the developer for the Project. The Committee makes this recommendation because of their extensive experience with the BOT process and past projects procured under this state law, the good and workmanlike manner in which they have completed previous similar projects, and their team’s completion of satisfactory design, budgeting, and financing deliverables during the scoping period.

The Committee voted unanimously to recommend to the Council that JBK Development LLC be selected as the developer for this Project through the Build-Operate- Transfer process. A copy of the Developer’s proposal is enclosed herewith.

Respectfully Submitted,

Members of the RFP Committee



# Town of Bristol - Street Garage

October 21, 2025



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**Scan QR Code Below**



Download Proposal PDF

or visit:  
[qrco.de/bgNcCh](http://qrco.de/bgNcCh)

## TOWN OF BRISTOL - STREET GARAGE

Dear Mr. Yoder and Members of the Town Council,

JBK Development, together with R. Yoder Construction, is pleased to submit our proposal to partner with the Town of Bristol on delivery of the new Street Department Garage.

We understand this project as the foundation of a multi-phase vision for the Town's 4.3-acre site. Phase One — the Street Garage building — will be designed to meet immediate operational needs while allowing flexibility for future additions, such as recycling drop-off and brush/compost areas.

Our team brings experience in municipal procurement/delivery, cost-conscious project structuring, and disciplined execution. With an initial budget of \$1,000,000, we are prepared to deliver a durable, right-sized building while positioning the Town for growth through a Master BOT Agreement — an agreement that establishes the garage as Phase One and allows the Town to add future phases or scope through addendums as directed by the Town.

Respectfully,

Keith Plummer  
JBK Development  
kplummer@jbkdevelopment.com | 574.360.2630



# TEAM QUALIFICATIONS



## Developer | JBK Development

- Indiana-based developer with local design and construction partners.
- Municipal-first approach: early alignment, transparent budgeting, and phased delivery.

## General Contractor | R. Yoder Construction (RYC)

- 47 years of construction management experience.
- Expertise in municipal garages, estimating, and schedule control.
- Surety bonding: \$60M single / \$120M aggregate.



## Delivery Method

- Public-Private-partnership (BOT) under IC 5-23.
- Flexible project scope that maintains Town control over budget and delivery, with the added efficiency and quality assurance of private-market participation.
- Addendums may be executed by the Town to include additional phases or scope, such as recycling drop-off or brush/compost areas.



## Scoping & Design Fee

- Fixed fee of \$10,000 + reimbursable civil fees, payable upon presentation of GMP, regardless of acceptance.
- If the project proceeds, 50% of this fee will be applied as a credit toward total project costs, reducing overall expense to the Town.



## Initial Program (per site visit):

- ~8,000 S.F. steel structure building.
- Drive-through bays with wash bay option.
- Small office + restroom (expandable from current undersized space).
- Future radiant floor heating (boiler/utility cost consideration).
- Expansion-ready design (lean-to or modular additions).
- Preserve existing storage building.



## Cost Control

- GMP established at Construction Document stage.
  - Lump Sum and Contingencies set at 3–5% of project value.
  - Unused contingency funds shared 70% Town / 15% JBK / 15% RYC, maximizing public benefit while rewarding efficient project delivery.
- Development fee set at 3%, covering JBK's role in project management, municipal coordination, and delivery oversight.
- Transparent allowances for utilities and specialty equipment.



## Schedule

- Scoping/design phase: December - March.
- Groundbreaking: Spring of 2026 with completion based upon the Town's target schedule.



## Local Engagement

- Prioritize Elkhart County subcontractors and suppliers.
- Competitive bid process through RYC's 2,000+ vendor network.

# EXPERIENCE & REFERENCES

Section 9, Item a.



## SOUTH BEND FIRE STATION

SOUTH BEND, INDIANA

The South Bend Fire Station #8 was a full demolish and rebuild project with very limited site space to do so. The completed facility allows for a new 2-bay state of the art station with a full kitchen, living quarters, fitness room, and various other amenities that are important for the valued first responders to complete their jobs to the best of their ability.

Owner: City of South Bend Fire Department

General Contractor: R. Yoder Construction

Design Lead: Shive - Hattery



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### CLIENT

Todd Skwarcan, Asst Fire Chief  
574.532.6548  
[tskwarcan@southbendin.gov](mailto:tskwarcan@southbendin.gov)

---

### PROJECT COST

\$4M

---

### DELIVERY METHOD

Competively Bid

---

### SIZE

10,000 S.F.



**ALUMINUM TRAILER COMPANY “ATC”**  
NAPPANEE, INDIANA

The ATC Corporate Headquarters transformed former farmland into a modern facility with a rain bay, EV charging station, and a multi-use showroom and cafe. Originally planned as a manufacturing plant, it evolved into a corporate headquarters during design and was completed on schedule with phased occupancy approved by the City of Nappanee.

Owner: Aluminum Trailer Company  
General Contractor: R. Yoder Construction

---

**CLIENT**  
Duane Yoder  
574.773.2440  
duane.yoder@atctrailers.com

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**PROJECT COST**  
\$14,666,560

---

**DELIVERY METHOD**  
Design-Build

---

**SIZE**  
220,000 S.F.



**TRANSFORMATION MINISTRIES**  
SOUTH BEND, INDIANA

R. Yoder Construction transformed an abandoned factory into an after-school facility with offices, gym, multipurpose spaces, kitchen, meeting rooms, and classrooms. Despite 20 owner-directed change orders, it was delivered on time and within budget.

Owner: Transformation Ministries  
General Contractor: R. Yoder Construction

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**CLIENT**  
Kory Lantz  
574.737.4020  
korylantz@transformation58.com

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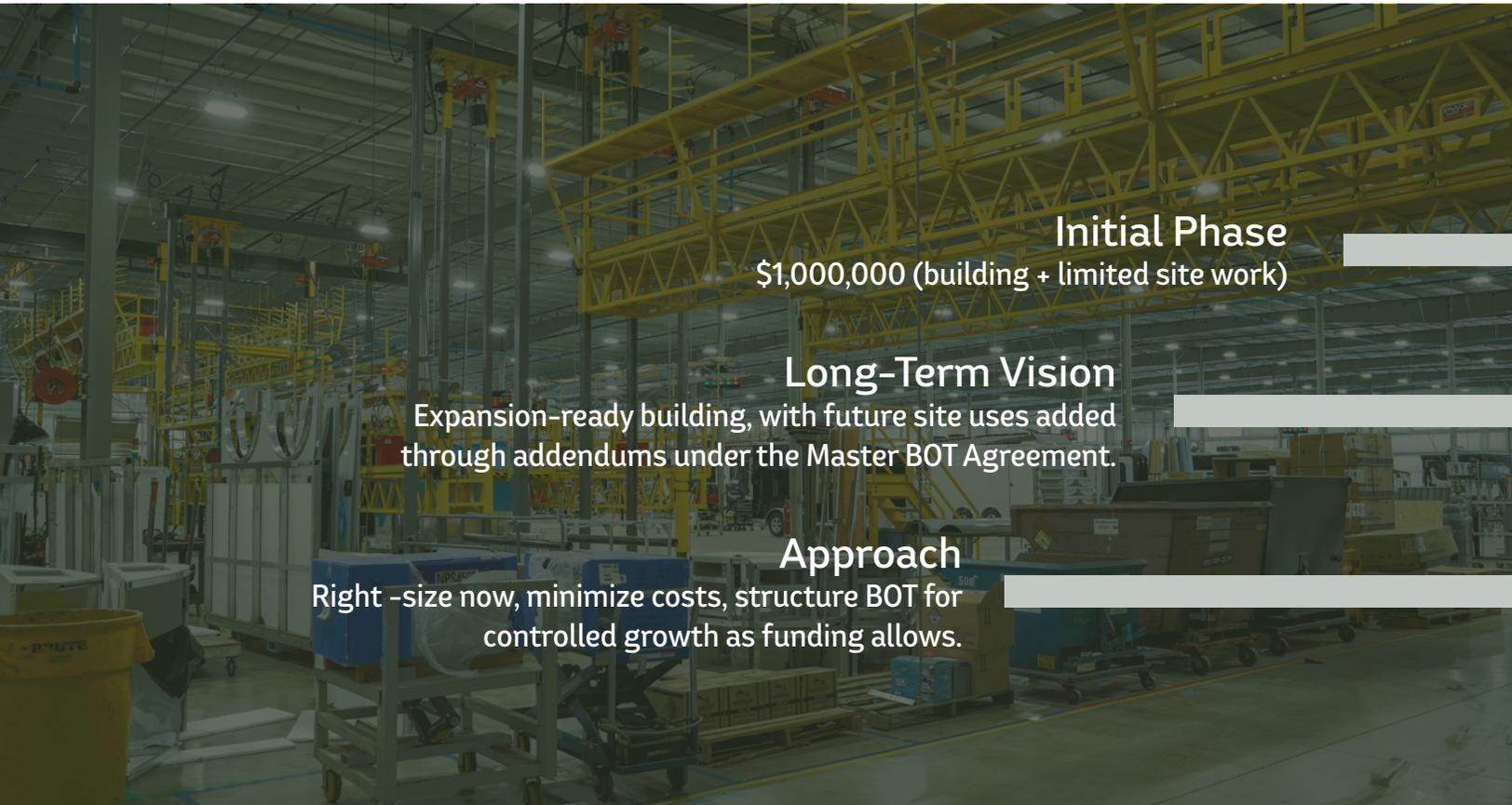
**PROJECT COST**  
\$5,117,450

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**DELIVERY METHOD**  
Design-Build

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**SIZE**  
34,446 S.F.



## Initial Phase

\$1,000,000 (building + limited site work)

## Long-Term Vision

Expansion-ready building, with future site uses added through addendums under the Master BOT Agreement.

## Approach

Right -size now, minimize costs, structure BOT for controlled growth as funding allows.

## LOCAL ENGAGEMENT PLAN



Elkhart County subcontractors prioritized in all trades.



Local suppliers engaged early.



Commitment to Town preference for local economic benefit.

# JBK DEVELOPMENT

27453 County Road 150, Nappanee, Indiana 46550  
jbkdevelopment.com

## APPENDIX Exhibits 1 - 3

EXHIBIT 1 CERTIFICATE OF INSURANCE

Section 9, Item a.

Client#: 180877

RYODCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest 609 W. Lincoln Avenue Goshen, IN 46526	CONTACT NAME: Susan Becker-Whitis	
	PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: susan.becker@epicbrokers.com	
INSURED R. Yoder Construction, Inc. PO Box 69 Nappanee, IN 46550	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company of America	12572
	INSURER B : Sirius Point Specialty Insurance Corp	16820
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	S2548969	10/19/2024	10/19/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	S2548969	10/19/2024	10/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2548969	10/19/2024	10/19/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	S2548969	10/19/2024	10/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Prof. Liability Pollution			CPPL D000189900	09/03/2024	09/03/2025	\$1,000,000/\$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Applicable Forms for policy term:**  
 ISO Commercial General Liability Coverage Form CG 00 01 04 13  
 Selective Form CG 73 00 06 22 - ElitePac General Liability Extension Endorsement  
 (See Attached Descriptions)

CERTIFICATE HOLDER  R Yoder Construction Inc PO Box 69 Nappanee, IN 46550	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



Allianz  
Trade

May 9, 2025

**RE: R. Yoder Construction, Inc.  
Surety Prequalification Letter**

To Whom It May Concern:

We hereby confirm that R. Yoder Construction, Inc. is a highly valued client of Euler Hermes North America Insurance Company (operating under the Allianz Trade name), and that we have confidence in the financial and operational strength of the firm. We are currently willing to support single bonds up to \$60,000,000 with total aggregate capacity of \$120,000,000.

As is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, bond forms, and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between R. Yoder Construction, Inc. and Euler Hermes. We assume no liability to third parties or to you by issuance of this letter.

Euler Hermes North America Insurance Company is Rated "A+" by A.M. Best with a Financial Classification of "XV" (\$2 billion or greater) and appears on the U.S. Treasury Department List of approved sureties.

EULER HERMES NORTH AMERICA INSURANCE COMPANY

  
\_\_\_\_\_  
Pamela M. Anderson, Attorney-in-Fact

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

**CERTIFICATE OF QUALIFICATION  
to provide  
CONSTRUCTION SERVICES  
for  
PUBLIC WORKS PROJECTS  
to the  
STATE OF INDIANA**

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

**R. Yoder Construction, Inc.**

27453 CR 150  
P.O. Box 69  
Nappanee, IN 46550

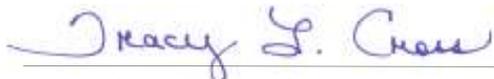
Phone (574) 773-3502  
Fax (574) 773-4941  
Company Official Jason Yoder, President

- for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.
- 1521.01 Single and Multi-Family Homes - No Restrictions
  - 1521.02 Additions, Alterations, Remodeling, and Repair - No Restrictions
  - 1541.01 Industrial Plants and Warehouses - No Restrictions
  - 1541.03 Additions, Alterations, Remodeling, and Repair - No Restrictions
  - 1542.00A Inst. Bldgs.(Hospitals, Schools, Prisons)>\$10,000,000 - No Restrictions
  - 1542.00B Inst. Bldgs.(Hosp., Schl., Prsn.)>\$1,000,000, <\$10,000,000 - No Restrictions
  - 1542.01 Institutional Bldgs (Hospitals, Schools, Prisons) - No Restrictions
  - 1542.02 Commercial Buildings (Offices, Stores, Restaurants) - No Restrictions
  - 1542.04 Additions, Alterations, Remodeling, and Repair - No Restrictions
  - 1629.05 Sewage & Water Treatment Plant Construction - No Restrictions
  - 1742.02 Acoustical Work - No Restrictions
  - 1751.01 Rough Carpentry - No Restrictions
  - 1751.02 Finish Carpentry - No Restrictions
  - 1771.01 Concrete Construction - No Restrictions
  - 1791.01 Erection of Building Structural Steel - No Restrictions
  - 1799.07 Shell Structures - No Restrictions
  - 1799.08 Interior and/or Architectural Exterior Restoration - No Restrictions

CERTIFICATION DATE 12-04-2024

EXPIRATION DATE 2027-03-04 12:00:00 AM

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,  
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,  
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.



Tracy L. Cross, Executive Secretary  
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06



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# JBK

## DEVELOPMENT

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# BUILD–OPERATE–TRANSFER AGREEMENT

Town of Bristol, Indiana and JBK Development, LLC

Bristol Street Garage Project

## ARTICLE 1 – PARTIES AND PURPOSE

### 1.1 Parties

This Build–Operate–Transfer Agreement (the “Agreement”) is entered into by and between the Town of Bristol, Indiana, an Indiana municipal corporation (the “Town”), and JBK Development, LLC, an Indiana limited liability company (the “Developer”). The Town and the Developer may be referred to individually as a “Party” and collectively as the “Parties.”

### 1.2 Authority

This Agreement is entered into pursuant to Indiana Code 5-23 and other applicable Indiana law, which authorizes political subdivisions to procure facilities through alternative project delivery methods, including build–operate–transfer structures.

### 1.3 Purpose

The purpose of this Agreement is to provide for the design, construction, and transfer to the Town of a new Street Department Facility to be located in the Town of Bristol, Indiana (the “Project”). The Project is intended to support the Town’s street, maintenance, and operational functions.

The Town desires to engage a single developer to coordinate design, construction, and delivery of the Project, and the Developer desires to provide such services in accordance with the terms of this Agreement.

### 1.4 Contractor

The Developer shall perform construction of the Project through a qualified general contractor selected by the Developer. The Developer intends to engage R. Yoder Construction (“RYC”) as its general contractor pursuant to a separate subcontract. RYC is not a party to this Agreement, and the Town shall have no contractual relationship with RYC.

## ARTICLE 2 – PROJECT DESCRIPTION

### 2.1 General Description

The Project consists of the design, construction, and delivery of a new Street Department Garage and Operations Facility for the Town . The Project is intended to support the Town’s street, maintenance, and public works operations and related functions.

**2.2 Project Site**

The Project will be located on property owned or controlled by the Town within the corporate limits of the Town of Bristol, Indiana, commonly referred to as the “Project Site,” as such is designated on Exhibit A attached hereto and incorporated herein.

**2.3 Size and Configuration**

The Project is anticipated to include an approximately 10,000 square foot (plus or minus a reasonable variance) building, together with associated site improvements, utilities, paving, and other infrastructure. Final size, configuration, and layout of the Project shall be subject to Town approval as provided in this Agreement.

**2.4 Intended Use**

The Project shall be designed and constructed for use as a Street Department facility, including vehicle storage, maintenance, operational support areas, and associated office or support spaces, consistent with a 10,000 square foot facility.

**2.5 Final Design**

The final design, plans, and specifications for the Project shall be developed in accordance with this Agreement and shall be subject to review and approval by the Town pursuant to Article 4. Approval of the final design shall constitute confirmation of the Project description for purposes of this Agreement.

**ARTICLE 3 – RELATIONSHIP TO SCOPING AGREEMENT**

**3.1 Incorporation of Scoping Agreement**

The Town and the Developer previously entered into a Scoping Agreement dated December 8, 2025 (the “Scoping Agreement”), pursuant to which the Developer performed preliminary design coordination, site planning, cost modeling, and related pre-development services for the Project. The Scoping Agreement is hereby incorporated into this Agreement by reference.

**3.2 Use of Scoping Deliverables**

The plans, studies, cost models, schedules, and other work product produced during the scoping phase (the “Scoping Deliverables”) shall form the basis for the final design of the Project and the development of a Guaranteed Maximum Price (“GMP”) in accordance with this Agreement.

**3.3 No Obligation to Construct Prior to GMP Approval**

Nothing in this Agreement shall obligate the Town to proceed with construction of the Project unless and until the Town approves a GMP and executes a GMP addendum as provided herein. Prior to such approval, the Developer shall have no authority to commence construction of the Project beyond those services outlined within the scoping agreement.

**3.4 Effect of Termination Prior to GMP**

In the event this Agreement is terminated prior to approval of the GMP, the rights and obligations of the Parties shall be governed by the terms of the Scoping Agreement, and neither Party shall have any further obligation under this Agreement except as expressly provided therein.

**ARTICLE 4 – DESIGN RESPONSIBILITIES AND APPROVALS**

**4.1 General Design Responsibility**

The Developer shall be responsible for the coordination, management, and delivery of all design services necessary to complete the Project in accordance with this Agreement. The Developer shall ensure that all design services are performed by qualified professionals licensed in the State of Indiana.

**4.2 Building Design**

The Developer shall engage RYC to prepare the building design for the Project, including architectural, structural, mechanical, electrical, and plumbing components. All building design documents shall be prepared and sealed as required by Indiana law. Developer warrants that the design documents are suitable for construction without material redesign.

**4.3 Civil and Site Design**

Civil engineering services for the Project, including site layout, utilities, drainage, grading, and related site improvements, shall be performed under the coordination of the Developer by a civil engineer approved by the Town. The Developer shall be responsible for integrating civil design with the building design and overall Project schedule.

**4.4 Town Review and Approval**

The Town shall have the right to review and approve design documents at the following milestones: (a) Completion of schematic design; (b) Completion of design development; (c) Completion of construction documents; and (d) Final plans submitted in support of the GMP.

The Town’s review shall be for general conformance with the approved program, budget objectives, and applicable codes and standards. Town approval shall not relieve the Developer of responsibility for the accuracy or completeness of the design.

**4.5 Standard of Review**

The Town shall conduct its reviews and approvals in a timely manner and shall not unreasonably withhold, condition, or delay approval of design documents that conform to the scope of the Project.

**4.6 Design Changes**

Design changes requested by the Town after approval of design documents may result in adjustments to the Project schedule and GMP as provided in this Agreement. All material design changes shall be documented in writing and approved by the Town.

## **ARTICLE 5 – GUARANTEED MAXIMUM PRICE**

### **5.1 Preparation of GMP**

Following completion of the scoping phase and further design development, the Developer shall prepare and submit to the Town a proposed GMP for the design and construction of the Project. The GMP shall be based on the approved plans and specifications, agreed assumptions, and the project schedule.

The proposed GMP shall be presented to the Town in the form of a GMP addendum to this Agreement (the “GMP Addendum”), which shall be incorporated into this Agreement as Exhibit B. The initial GMP amount shall be stated as \$TBD until finalized and approved by the Town.

### **5.2 Contents of GMP**

The GMP shall include, at a minimum: (a) All costs of labor, materials, equipment, and subcontracted work required to construct the Project; (b) Contractor general conditions and overhead; (c) Developer fee; (d) Allowances identified and agreed to by the Town; (e) A defined contingency for unforeseen conditions within the agreed scope; and (f) A detailed construction schedule and milestones.

### **5.3 Excluded Costs**

The GMP shall expressly exclude: (a) Costs previously reimbursed by the Town for early civil engineering, survey, geotechnical, or related pre-development services; (b) Town-provided utilities, fees, or services unless expressly included; and (c) Owner-directed scope additions approved after GMP execution. Excluded costs shall not reduce, inflate, or otherwise modify the GMP.

### **5.4 Town Review and Approval**

The Town shall review the proposed GMP and may approve, reject, or request revisions. The Town shall have no obligation to proceed with construction of the Project unless and until the GMP Addendum is approved by the Town and executed by both Parties.

Approval of the GMP constitutes authorization for the Developer to proceed with construction in accordance with this Agreement.

### **5.5 Adjustments to GMP**

Following approval of the GMP, adjustments to the GMP shall be permitted only for: (a) Town-directed changes to the Project scope; (b) Unforeseen site conditions not reasonably discoverable during the scoping phase; or (c) Changes in law or code requirements enacted after GMP approval. Any permitted adjustment shall be documented by written amendment to the GMP Addendum.

### **5.6 Relationship to Schedule**

The GMP shall be based on the agreed construction schedule and such construction schedule shall be included in the GMP Addendum. Material changes to the schedule requested by the Town may require corresponding adjustments to the GMP, subject to Town approval.

# ARTICLE 6 – CONSTRUCTION PHASE

## 6.1 Commencement of Construction

Construction of the Project shall commence only after (a) approval of the GMP by the Town and execution of the GMP Addendum, and (b) satisfaction of any other conditions precedent set forth in this Agreement. Upon satisfaction of such conditions, the Developer shall proceed diligently with construction of the Project (the “Work”).

## 6.2 Construction Responsibility

The Developer shall be responsible for construction of the Project and shall perform such work through RYC, and other subcontractors, as necessary. The Developer shall remain fully responsible to the Town for performance of the construction work in accordance with this Agreement.

## 6.3 Schedule and Reporting

Construction shall be performed in accordance with the approved construction schedule included in the GMP Addendum. The Developer shall provide regular progress updates to the Town and shall participate in periodic project meetings as reasonably requested by the Town. Developer shall achieve Substantial Completion by the date set forth in the GMP Addendum.

## 6.4 Permits and Inspections

The Developer shall obtain all permits required for construction of the Project and shall coordinate all required inspections. The Town shall provide reasonable cooperation in support of permitting and inspection activities.

## 6.5 Progress Payments

The Town shall pay the Developer progress payments during construction in an amount equal to the approved GMP, less any costs expressly excluded from the GMP. As required pursuant to Ind. Code §5-23-3-2(a)(8), payments made to the RYC or its subcontractors shall comply with the payment provisions of Ind. Code § 36-1-12.

Such amount shall be invoiced in equal monthly installments over the anticipated construction duration, with the number of installments based on the approved construction schedule. The first monthly payment shall be due on the first day of the month following execution of the GMP Addendum. Each monthly invoice shall be payable by the Town on a net thirty (30) day basis. Invoices shall be submitted monthly in accordance with the approved construction schedule.

## 6.6 Final Payment and Reconciliation

Upon Substantial Completion and prior to final acceptance of the Project, the Developer shall submit a final invoice reconciling: (a) Actual costs for the Project; (b) Use of contingency; (c) Calculation of any unused contingency subject to shared savings; and (d) Any approved adjustments to the GMP.

The final payment shall include the remaining balance of the GMP, adjusted for contingency usage, and shared savings as provided in this Agreement.

Final payment shall be due and payable by the Town on a net thirty (30) day basis following the date of substantial completion (the "Substantial Completion Date") and receipt of the final invoice and Town acceptance of the Project.

The Town shall have the right, upon reasonable notice, to audit and inspect Developer's books, records, contracts, and cost documentation relating to the Project for a period of three (3) years following final payment.

**6.7 Changes to the Work**

Except as expressly permitted under Article 5, changes to the scope of the Project shall not be made without written approval by the Town. Any approved changes shall be documented by written amendment to the GMP Addendum.

**6.8 Insurance**

During construction of the Project, Developer shall maintain the policies of insurance reflected on the certificate attached hereto as Exhibit C, to include general commercial liability insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, products completed operations coverage with limits of \$3,000,000, builder's risk insurance, workers' compensation insurance in amounts required under Indiana law, automobile liability coverage with limits of \$1,000,000 each occurrence, professional liability and pollution coverages with limits of \$1,000,000 each accident, and excess/umbrella coverage with limits of \$5,000,000. Each such policy shall be written by a company reasonably acceptable to the Town, and Developer shall provide notice of any intended modification to, or cancellation of, such policy to the Town at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Developer shall name the Town as an additional insured. Developer shall deliver to the Town certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

**6.9 Conditions Precedent to Payment.**

As a condition precedent to any progress or final payment, Developer shall deliver to the Town, in form and substance reasonably satisfactory to the Town: (a) A certification that the Work performed conforms to the approved plans, specifications, and GMP Addendum; (b) Evidence that the Project is progressing in material compliance with the approved construction schedule; (c) Partial lien waivers from Developer and RYC for Work covered by the payment; (d) Evidence that all required insurance remains in full force and effect; (e) certification that Developer is not in default under this Agreement.

**6.10 Workmanship and Quality Warranty**

Developer warrants to the Town that all Work shall be performed in a good and workmanlike manner, using new materials of good quality, free from defects, and in accordance with the approved plans and specifications, the GMP Addendum, and all applicable laws, codes, and industry standards. This warranty shall survive Substantial Completion and final payment.

**6.11 Bonds**

As required pursuant to Ind. Code §§ 5-23-3-2(a)(8) and 5-23-3-2(b), Developer shall obtain: (i) a payment bond in an amount not less than 100% of the portion of the GMP comprised of design and construction costs; and (ii) a performance bond in an amount not less than 50% of the GMP comprised of design and construction costs.

**ARTICLE 7 – SHARED SAVINGS**

**7.1 Purpose and Intent**

The Parties acknowledge that the GMP includes a contingency intended to address unforeseen conditions within the agreed scope of the Project. The purpose of this Article is to align incentives by providing for the sharing of any unused contingency upon completion of the Project.

**7.2 Definition of Contingency**

“Contingency” shall mean the portion of the GMP specifically identified in the GMP Addendum as contingency for unforeseen conditions, coordination issues, and minor scope adjustments that do not constitute Town-directed changes.

**7.3 Determination of Unused Contingency**

Upon Substantial Completion, the Developer shall prepare a final reconciliation of Project costs pursuant to Section 6.6. Any portion of the contingency not expended as of the Substantial Completion Date shall be deemed “Unused Contingency.” Contingency funds may be used only for unforeseen conditions within the approved scope and may not be used to increase Developer fee.

**7.4 Shared Savings Distribution**

Unused Contingency shall be distributed as follows: Seventy percent (70%) to the Town of Bristol; Fifteen percent (15%) to JBK Development, LLC; Fifteen percent (15%) to R. Yoder Construction. The Town’s share of the Unused Contingency shall be applied as a credit against the final payment due from the Town.

**7.5 No Guarantee of Savings**

The Parties acknowledge that there is no guarantee that contingency will remain unused and that the existence of this shared savings structure does not obligate the Developer to achieve a specific savings amount.

**7.6 Effect of Town-Directed Changes**

Contingency used to accommodate Town-directed scope changes approved after execution of the GMP Addendum shall not be considered Unused Contingency and shall not be subject to shared savings under this Article.

**ARTICLE 8 – TRANSFER OF THE PROJECT**

**8.1 Substantial Completion**

Upon completion of construction of the Project in accordance with the approved plans, specifications, and GMP Addendum, the Developer shall notify the Town that the Project has achieved Substantial Completion. Substantial Completion shall mean that the Project is sufficiently complete so that the Town may occupy and use the Project for its intended purpose.

**8.2 Inspection and Acceptance**

Following notice of Substantial Completion, the Town shall conduct a final inspection of the Project. Any punch list items identified by the Town shall be completed by the Developer within a reasonable period of time agreed upon by the Parties. Upon completion of punch list items, the Parties shall execute the Completion Certificate in the form attached hereto as Exhibit E.

**8.3 Transfer of Ownership**

Upon Town acceptance of the Project, all right, title, and interest in and to the Project shall transfer to the Town, free and clear of any liens arising from the work of the Developer or its contractors, subject only to permitted encumbrances approved by the Town.

**8.4 No Operating Period**

The Parties acknowledge and agree that this Agreement does not include an operating or leaseback period. The Developer’s obligations with respect to the Project shall conclude upon transfer and acceptance, except for warranty obligations and other provisions expressly intended to survive completion.

**ARTICLE 9 – TERMINATION AND DEFAULT**

**9.1 Termination Prior to GMP Approval**

Termination of this Agreement prior to approval of the GMP shall be governed exclusively by the terms of the Scoping Agreement. In such event, neither Party shall have any further obligation under this Agreement except as expressly provided in the Scoping Agreement.

**9.2 Termination After GMP Approval**

After approval of the GMP and execution of the GMP Addendum, this Agreement may be terminated only as provided in this Article.

**9.3 Town Termination for Cause; Event of Developer Default**

The Town may terminate this Agreement for cause if an Event of Developer Default occurs and Developer fails to cure such within thirty (30) days after receipt of written notice specifying the nature of the default; provided, however, that if the default is not reasonably capable of cure within such thirty (30) day period, the Developer shall be afforded a reasonable additional period to cure, so long as it commences and diligently pursues such cure. An “Event of Developer Default” shall mean any material failure by Developer

to perform its obligations under this Agreement, including, without limitation and whether or not such failure results in termination, if Developer: fails to maintain insurance, discharge liens, or adhere to the Construction Schedule without excusable cause, all as required herein; materially deviates from the approved plans without authorization; becomes insolvent or declares bankruptcy; or commits repeated substantiated safety or building code violations.

**9.4 Town Termination for Convenience**

Following GMP approval, the Town may terminate this Agreement for convenience upon written notice to the Developer. In the event of such termination, the Town shall pay the Developer for: (a) all work properly performed to the date of termination; (b) all costs incurred in good faith in connection with the Project; (c) any non-cancelable commitments entered into by the Developer; and (d) an equitable adjustment reflecting the Developer’s fee earned to date. In no event shall Developer be entitled to lost profits, consequential damages, or unearned fees. All amounts payable pursuant to this Section 9.4 shall be subject to audit and to the Town’s rights under Sections 9.6 and 9.8, including rights of offset.

**9.5 Developer Termination**

The Developer may terminate this Agreement upon written notice if the Town fails to make payments when due and such failure continues for thirty (30) days after written notice, or if the Town otherwise materially breaches this Agreement and fails to remedy such within thirty (30) days after receipt of written notice specifying the nature of the breach; provided, however, that if the breach is not reasonably capable of cure within such thirty (30) day period, the Developer shall be afforded a reasonable additional period to cure, so long as it commences and diligently pursues such cure.

**9.6 Effect of Termination**

Upon termination after GMP approval, the Developer shall promptly cease construction activities, secure the Project site, and deliver to the Town all work product completed to date. Title to all work performed and materials paid for by the Town shall vest in the Town upon payment of amounts due.

**9.7 No Waiver**

Failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right to require such performance at any later time.

**9.8 Town Remedies**

Upon the occurrence and during the continuance of any Event of Developer Default, and after delivery of any notice and expiration of any applicable cure period expressly required by this Agreement, the Town shall have the right, in addition to any other rights and remedies available at law or in equity, to exercise one or more of the following remedies, in its sole discretion:

- (a) The Town may withhold some or all amounts otherwise due or to become due to Developer until such Event of Developer Default has been cured to the Town’s reasonable satisfaction. Any such withholding shall not constitute a breach of this Agreement by the Town.

(b) The Town may order Developer to suspend all or any portion of the Work until the Event of Developer Default has been cured. Developer shall not be entitled to any increase in the GMP, extension of the construction schedule, or additional compensation as a result of such suspension.

(c) The Town may, but shall not be obligated to, take such reasonable actions as it deems necessary to cure the Event of Developer Default, including engaging third parties to perform, complete, correct, or supplement the Work. All reasonable costs and expenses incurred by the Town in connection with such cure may be offset against amounts otherwise due or to become due to Developer under this Agreement.

(d) The Town may reject non-conforming or defective Work and back-charge Developer for the reasonable cost of correction or completion, whether performed by Developer or others.

The exercise of any remedy under this Section 9.8 shall not limit or waive the Town’s right to terminate this Agreement pursuant to this Article 9. The remedies set forth in this Section 9.8 are intended to provide the Town with interim and non-termination enforcement rights and may be exercised independently of any decision to terminate this Agreement. All rights and remedies of the Town under this Agreement are cumulative and may be exercised singularly or concurrently. Acceptance of any Work, payment of any invoice, or failure to withhold payment shall not constitute acceptance of defective or non-conforming Work, nor a waiver of any Event of Developer Default. The rights and remedies of the Town under this Article 9 shall survive any termination of this Agreement.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.1 Independent Contractor**

The Developer is an independent contractor and is not an agent, employee, or partner of the Town. Nothing in this Agreement shall be deemed to create any partnership, joint venture, or agency relationship between the Parties.

### **10.2 Assignment**

The Developer may not assign this Agreement without the prior written consent of the Town, which shall not be unreasonably withheld; provided, however, that the Developer may assign this Agreement to an affiliate or in connection with a merger, reorganization, or sale of substantially all of its assets upon written notice to the Town.

### **10.3 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, or sent by certified mail to the addresses designated by the Parties.

### **10.4 Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action arising out of or relating to this Agreement shall lie exclusively in a court of competent jurisdiction located in the State of Indiana.

**10.5 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

**10.6 Entire Agreement**

This Agreement, together with the Scoping Agreement and all exhibits and addenda referenced herein, constitutes the entire agreement between the Parties with respect to the Project and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**10.7 Amendments**

This Agreement may be amended only by a written instrument executed by both Parties.

**10.8 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**10.9 BOT Statute**

This Agreement is intended to be a public-private agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

**10.10 Public Records**

Developer acknowledges that records related to the Project are subject to the Indiana Public Records Act, Indiana Code 5-14-3, set seq., and the disclosure required of Indiana Code 5-23.

**10.11 Attorney’s Fees**

In any action to enforce the Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs from the non-prevailing party.

**10.12 Effective Date**

This Agreement shall be effective as of the date last signed by a party hereto as determined by the date of the parties’ signatures on the signature pages attached hereto.

**ARTICLE 11 – DEVELOPER COVENANTS**

**11.1 Filings**

Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with: (a) the performance by Developer of its obligations under this Agreement; and (b) the acquisition of the materials to construct, and/or the construction of, the Project in accordance with this Agreement.

**11.2 No Liens**

At all times Developer shall: (a) keep the Project, and the materials to construct the Project, free from any and all liens, claims, security interests, encumbrances, and restrictions; and (b) defend the Project and such materials against the claims and demands of others. If any mechanic’s, supplier’s, or similar lien is filed against the Project Site or the materials to construct the Project, for work claimed to have been done for, or materials claimed to have been furnished to, Developer, then Developer shall cause such mechanic’s, supplier’s, or similar lien to be discharged of record within 45 days after notice of the filing by bonding or providing other adequate security therefor, or as provided or required under Indiana law.

**11.3 Laws**

In connection with the consummation of and the performance of its obligations under this Agreement, Developer shall comply with all applicable (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees (collectively, the “Laws”).

**11.4 No Amendments**

Prior to the Substantial Completion Date, Developer shall not: (a) amend, modify, or restate the articles of organization or operating agreement of Developer; (b) cause or permit any such amendment, modification, or restatement; or (c) be dissolved, wound up, or converted to another type of entity, or have its existence as a limited liability company terminated.

**11.5 Business**

Prior to the Substantial Completion Date, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

**11.6 Authority**

Developer represents and warrants to the Town that it has: (a) the power and authority to enter into this Agreement and perform its obligations hereunder; (b) the power and authority to carry out the transaction contemplated by this Agreement; and (c) complied with the Laws in all matters relating to such transaction; it has been authorized by proper action to execute, deliver, and perform its obligations under this Agreement; neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and this Agreement, once executed,

will be its legal, valid, and binding obligation. Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana.

**11.7 Indemnification**

Developer shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) bodily injury, sickness, disease, or death; (b) damage to or loss of property; (c) violations of law, ordinance, code, or regulation; (d) mechanic’s liens or similar claims; (e) defective, non-conforming, or negligent Work; (f) infringement of intellectual property rights in design documents; or (g) Developer’s or its contractors’ performance or failure to perform under the Agreement. Developer’s indemnification obligations shall survive Substantial Completion, final payment, and termination of the Agreement.

[signature pages follow]



**TOWN OF BRISTOL, INDIANA,**  
an Indiana municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beachy, Town Council President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as President of the Bristol Town Council, who acknowledged the execution of the foregoing instrument for and on behalf of said Town.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
Printed Signature

My Commission Expires:  
  
\_\_\_\_\_

My County of Residence:  
  
\_\_\_\_\_

## **SCHEDULE OF EXHIBITS**

- Exhibit A – Approved Plans and Specifications
- Exhibit B – GMP Addendum (GMP and Construction Schedule)
- Exhibit C – Insurance Requirements
- Exhibit D – Completion Certificate

**EXHIBIT A**

**Description of Project Site**

**Parcel 1:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said Quarter Section to have a bearing due North and South and beginning at a point on said West line that is Seven Hundred Forty-seven and Ninety-seven Hundredths (747.97) feet due South of the Northwest corner of said Quarter Section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet; thence South 00 degrees 02 minutes West, Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Forty-nine (355.49) feet to the West line of said Quarter Section; thence due North along said West line of said Quarter Section Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet to the place of beginning.

**Parcel 2:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a boat spike marking the Northwest corner of the Southeast Quarter of said Section; thence on an assumed bearing of due South along the West line of the Southeast Quarter of said Section, a distance of 529.68 feet to a PK nail marking the intersection of said West line with the Southerly right-of-way line of the Old Lake Shore and Michigan Southern Railway Company (now Conrail) right-of-way and the point of beginning of this description; thence North 70 degrees 50 minutes 00 seconds East along the Southerly right-of-way line of said railroad, a distance of 376.60 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 149.57 feet to the Northeast corner of a parcel of land conveyed to Robert E. Miller Jr. and Connie L. Miller as described and recorded in the Office of the Recorder of Elkhart County, in Deed Record 379, page 720; thence South 88 degrees 36 minutes 00 seconds West along the North line of said Miller parcel, a distance of 355.74 feet to the West line of the Southeast Quarter of said Section Twenty-seven (27); thence on a bearing of due North along the West line of the Southeast Quarter of said Section Twenty-seven (27), a distance of 34.62 feet to the point of beginning of this description.

**Parcel 3:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said quarter section to have a bearing due North and South and beginning at a point on said West line that is Five Hundred Sixty-four and Three Tenths (564.3) feet due South of the Northwest corner of said quarter section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Seventy-four Hundredths (355.74) feet; thence South 00 degrees 02 minutes West, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet; thence South 88 degrees 36 minutes West, Three

Hundred Fifty-five and Sixty-three Hundredths (355.63) feet to the West line of said quarter section; thence due North along said West line of said quarter section, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet to the place of beginning.

Commonly known as 704 and 708 Maple Street, Bristol, IN 46507

Parcel ID Nos. 20-03-27-403-001.0000-031  
20-03-27-403-003.0000-031  
20-03-27-403-002.0000-031

**EXHIBIT B**

**GMP Addendum**

[To be Attached]

**EXHIBIT C**

**Insurance**

[Certificate of Insurance attached]

**EXHIBIT D**

**Form Completion Certificate**

**COMPLETION CERTIFICATE**

**Street Department Garage Project**

This Completion Certificate (Bristol Street Garage Project) (the "Certificate") is executed this \_\_\_ day of \_\_\_\_\_, by and between JBK Development, LLC (the "Developer") and the Town of Bristol, Indiana (the "Town").

**Recitals**

WHEREAS, Developer and the Town have executed that certain Build-Operate-Transfer Agreement (Bristol Street Garage Project) dated \_\_\_\_\_ (the "BOT Agreement");

WHEREAS, pursuant to the BOT Agreement, Developer is obligated to construct certain improvements on that certain real estate more particularly described on Exhibit A to the BOT Agreement;

WHEREAS, the BOT Agreement provides that, subsequent to the Substantial Completion Date (as defined in the BOT Agreement), Developer and the Town shall execute a certificate of completion; and

WHEREAS, Developer and the Town agree that the Substantial Completion Date has occurred.

**Certification**

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of Developer and the Town certifies and agrees that the Substantial Completion Date occurred on \_\_\_\_\_.

[Signature pages follow]



**TOWN OF BRISTOL, INDIANA,**  
an Indiana municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beachy, Town Council President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as President of the Bristol Town Council, who acknowledged the execution of the foregoing instrument for and on behalf of said Town.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
Printed Signature

My Commission Expires:  
  
\_\_\_\_\_

My County of Residence:  
  
\_\_\_\_\_

ORDINANCE NO. 3-5-2026-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF BRISTOL, INDIANA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING FOR THE MANNER OF AMENDING SUCH CODE

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation within the State of Indiana governed by its duly elected Town Council (the “Council”); and

WHEREAS, the Town, in consultation with CivicPlus, LLC and its advisors, has undertaken an extensive review and analysis of its existing Code of Ordinances; and

WHEREAS, the Council has determined that the existing ordinances of the Town should be recodified for the purposes of simplicity and ease of utilization; and

WHEREAS, the adoption of a newly reorganized Code of Ordinances (the “Code”) will promote clarity, accessibility, and efficient administration of the Town’s laws.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Code entitled "Code of Ordinances, Town of Bristol, Indiana," published by CivicPlus, LLC is hereby adopted.

Section 3. All ordinances of a general and permanent nature enacted on or before April 17, 2025, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 4. The repeal provided for in Section 3 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless another penalty or forfeiture is expressly provided, every person

convicted of a violation of any provision of the Code or any ordinance, rule or regulation of the Town adopted or issued in pursuance thereof shall be subject to fine of not more than \$2500.00 for a first offense and a fine not to exceed \$7500.00 for a second or subsequent offense, unless the violation is of an ordinance that regulates traffic or parking. In such cases the fine may not exceed the sum of \$2500.00. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments. Two (2) copies of the Code are on file in the office of the Town Clerk-Treasurer for public inspection.

Section 7. Ordinances adopted after the date specified in Section 3 hereof that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This Ordinance is a restatement and reenactment of the original Town of Bristol, Indiana Town Code, and amendments thereto, and shall be effective and in full force and effect from and after its adoption in accordance with Indiana Law. All acts pursuant to the adoption of this Ordinance are hereby ratified.

\* \* \* \* \*

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

\_\_\_\_\_  
Dean Rentfrow

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

**RESOLUTION NO. 3-5-2026-5**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ACCEPTING THE TRANSFER OF REAL PROPERTY**

WHEREAS, the Town of Bristol, Indiana (the “Town”) is a duly formed municipal corporation governed by its duly elected Town Council (the “Council”); and

WHEREAS, pursuant to Ind. Code § 36-1-11-8, the Town has the authority to transfer and exchange real property with other governmental entities upon terms and conditions agreed upon through the adoption of substantially identical resolutions; and

WHEREAS, pursuant to Ind. Code § 36-7-14-12.2(a), the Bristol Redevelopment Commission (the “Commission”) has the authority to transfer and exchange personal property, tangible and intangible, and real property with other governmental entities upon terms and conditions agreed upon or considered by the Commission to be in the best interest for the Town and its inhabitants; and

WHEREAS, the Commission is the fee simple owner of the real property consisting of three tax parcels commonly known as 704-708 Maple Street, Bristol, Indiana 46507, as more fully described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the Council has determined that it is appropriate to accept the transfer of the Property from the Commission, for no consideration, and the Town has agreed to receive the Property from the Commission; and

WHEREAS, the Town now seeks to approve the transfer described above pursuant to Ind. Code § 36-1-11-8.

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

- Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.
- Section 2. The Council hereby approves and accepts the transfer of the Property from the Bristol Redevelopment Commission to the Town of Bristol, Indiana.
- Section 3. The Town Council President and the officers of Town hereby are authorized to take any and all actions, including executing and delivering any documents or certificates, that such persons deem to be necessary or reasonably appropriate to effect the resolutions set forth herein. Any such actions taken, including any documents or certificates executed and delivered, hereby are ratified, confirmed, and approved.
- Section 4. This Resolution shall be of full force and effect from and upon its adoption.

\* \* \* \* \*

RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

TOWN COUNCIL  
OF THE TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

\_\_\_\_\_  
Dean Rentfrow

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

KD\_19562129\_1.docx

**EXHIBIT A**

**Legal Description of Property**

**Parcel 1:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said Quarter Section to have a bearing due North and South and beginning at a point on said West line that is Seven Hundred Forty-seven and Ninety-seven Hundredths (747.97) feet due South of the Northwest corner of said Quarter Section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet; thence South 00 degrees 02 minutes West, Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Forty-nine (355.49) feet to the West line of said Quarter Section; thence due North along said West line of said Quarter Section Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet to the place of beginning.

**Parcel 2:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a boat spike marking the Northwest corner of the Southeast Quarter of said Section; thence on an assumed bearing of due South along the West line of the Southeast Quarter of said Section, a distance of 529.68 feet to a PK nail marking the intersection of said West line with the Southerly right-of-way line of the Old Lake Shore and Michigan Southern Railway Company (now Conrail) right-of-way and the point of beginning of this description; thence North 70 degrees 50 minutes 00 seconds East along the Southerly right-of-way line of said railroad, a distance of 376.60 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 149.57 feet to the Northeast corner of a parcel of land conveyed to Robert E. Miller Jr. and Connie L. Miller as described and recorded in the Office of the Recorder of Elkhart County, in Deed Record 379, page 720; thence South 88 degrees 36 minutes 00 seconds West along the North line of said Miller parcel, a distance of 355.74 feet to the West line of the Southeast Quarter of said Section Twenty-seven (27); thence on a bearing of due North along the West line of the Southeast Quarter of said Section Twenty-seven (27), a distance of 34.62 feet to the point of beginning of this description.

**Parcel 3:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said quarter section to have a bearing due North and South and beginning at a point on said West line that is Five Hundred Sixty-four and Three Tenths (564.3) feet due South of the Northwest corner of said quarter section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Seventy-four Hundredths (355.74) feet; thence South 00 degrees 02 minutes West, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet to the West line of said quarter section; thence due North along said West line of said quarter section, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet to the place of beginning.

Commonly known as 704 and 708 Maple Street, Bristol, IN 46507

Parcel ID Nos. 20-03-27-403-001.0000-031  
                  20-03-27-403-003.0000-031  
                  20-03-27-403-002.0000-031

ORDINANCE NO. 3-19-2026-05

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

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

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

WHEREAS, the Petition requests that seven (7) parcels located at County Road 14, Bristol, Indiana, Washington and Jefferson Townships, Elkhart County, Indiana and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-07-04-101-001.000-019, 20-03-32-300-003.000-030, 20-03-32-300-007.000-030, 20-03-32-400-002.000-030, 20-03-32-400-003.000-030, 20-07-05-100-004.000-019, 20-07-05-200-004.000-019, consisting of approximately 529 acres (the “Annexation Territory”), be annexed by the Town; and

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

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

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

WHEREAS, the Annexation Territory is currently zoned under the Elkhart County Development Ordinance as Agricultural (A-1); and

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

WHEREAS, the Council has conducted a public hearing on March 5, 2026, as required by the Act with regard to the annexation of the Annexation Territory; and

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

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, as follows:

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

\* \* \* \* \*

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL,  
INDIANA, ON THIS 19<sup>th</sup> DAY OF MARCH, 2026.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Dean Rentfrow

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

Prepared by and return after recording to:  
Scott C. Frissell  
Krieg DeVault LLP  
12800 North Meridian Street, Suite 300  
Carmel, IN 46032-5407  
Phone: (317) 238-6246

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

EXHIBIT A  
LEGAL DESCRIPTION

[Attached]

Exhibit 'A'

Project: Legal Description Kauffman Annexation

Page 1 of 2

Parcel ID: 20-03-32-300-003.000-030  
20-03-32-300-007.000-030  
20-03-32-400-002.000-030  
20-03-32-400-003.000-030  
20-07-05-100-004.000-019  
20-07-05-200-004.000-019  
20-07-04-101-001.000-109

All that of Section 5 and Section 6, Township 37 North Range 6 East, Jefferson Township, Elkhart County, Indiana; and that portion of Section 32, Township 38 North Range 6 East, Washington Township, Elkhart County, Indiana, described as follows;

Commencing at the Southwest corner of said Section 5; thence, North on the West line of said Section 5, 3,990.0 feet to the point of beginning; thence, continuing North on the West line of said Section 5, 764.58 feet; thence, South 89 degrees 43 minutes 18 seconds East 520.0 feet; thence, North parallel to the West line of said Section 5, 260.0 feet to the North line of said Section 5; thence, North 89 degrees 43 minutes 18 seconds West on the North line of said Section 5 520.0 feet to the Northwest corner of said Section 5 also the Southwest corner of Section 32, Township 38 North Range 6 East; thence, North on the West line of said Section 32 to the North line of the South half of the Southwest Quarter of said Section 32; thence, East on said North line to the West line of the Southeast Quarter of said Section 32; thence, North on said West line of said Section 32 to the South line of the recorded plat of Earthway Rail Park (instrument no. 2021-10336, Elkhart County Recorder's Office); thence, South 89 degrees 23 minutes 47 seconds East on said South line, 2,653.59 feet to the East line of the Southwest Quarter of said Section 32; thence, South 0 degrees 3 minutes 41 seconds East along said East line, 1,905.20 feet to the North line of Section 4, Township 37 North Range 6 East; thence, South 89 degrees 14 minutes 00 seconds East 1,338.15 feet; thence, South 0 degrees 39 minutes 00 seconds West; thence, 1,068 feet to an iron stake in the centerline of County Road 14; thence, North 44 degrees 37 minutes 00 seconds West 28.44 feet; thence, North 89 degrees 14 minutes 00 seconds West 592.0 feet; thence, North 206.45 feet; thence, North 89 degrees 33 minutes 00 seconds West 714.29 feet to the East line

of Section 5, Township 37 North Range 6 East; thence, South 00 degrees 27 minutes 51 seconds East on said East line 2,258 feet (more or less) to a point 36.37 feet South of the Northwest corner of lot 32 of the recorded plat of Whispering Valley Second, Elkhart County Recorders Office, Plat Book 12, Page 71; thence, West 656.94 feet; thence, South 00 degrees 05 minutes 15 seconds East 601.0 feet; thence, North 89 degrees 24 minutes 22 seconds West, 703.16 feet; thence, South 00 degrees 04 minutes 35 seconds East 1,371.20 feet to the South line of said Section 5; thence, North 89 degrees 19 minutes 54 seconds on said South line; 448.27 feet; thence, North 00 degrees 40 minutes 06 seconds East 350 feet; thence, North 89 degrees 19 minutes 54 seconds West 833.45 feet; thence, South 00 degrees 40 minutes 06 seconds West 350 feet to the South line of said Section 5; thence, North 89 degrees 19 minutes 54 seconds West on said South line 50.0 feet; thence, North 0 degrees 06 minutes 07 seconds West 3,982.02 feet; thence, North 89 degrees 12 minutes 59 seconds West 2,645.22 feet to the place of beginning.

Containing 533.5 Acres, more or less.

Subject to Easements of Record.

Subject to survey.

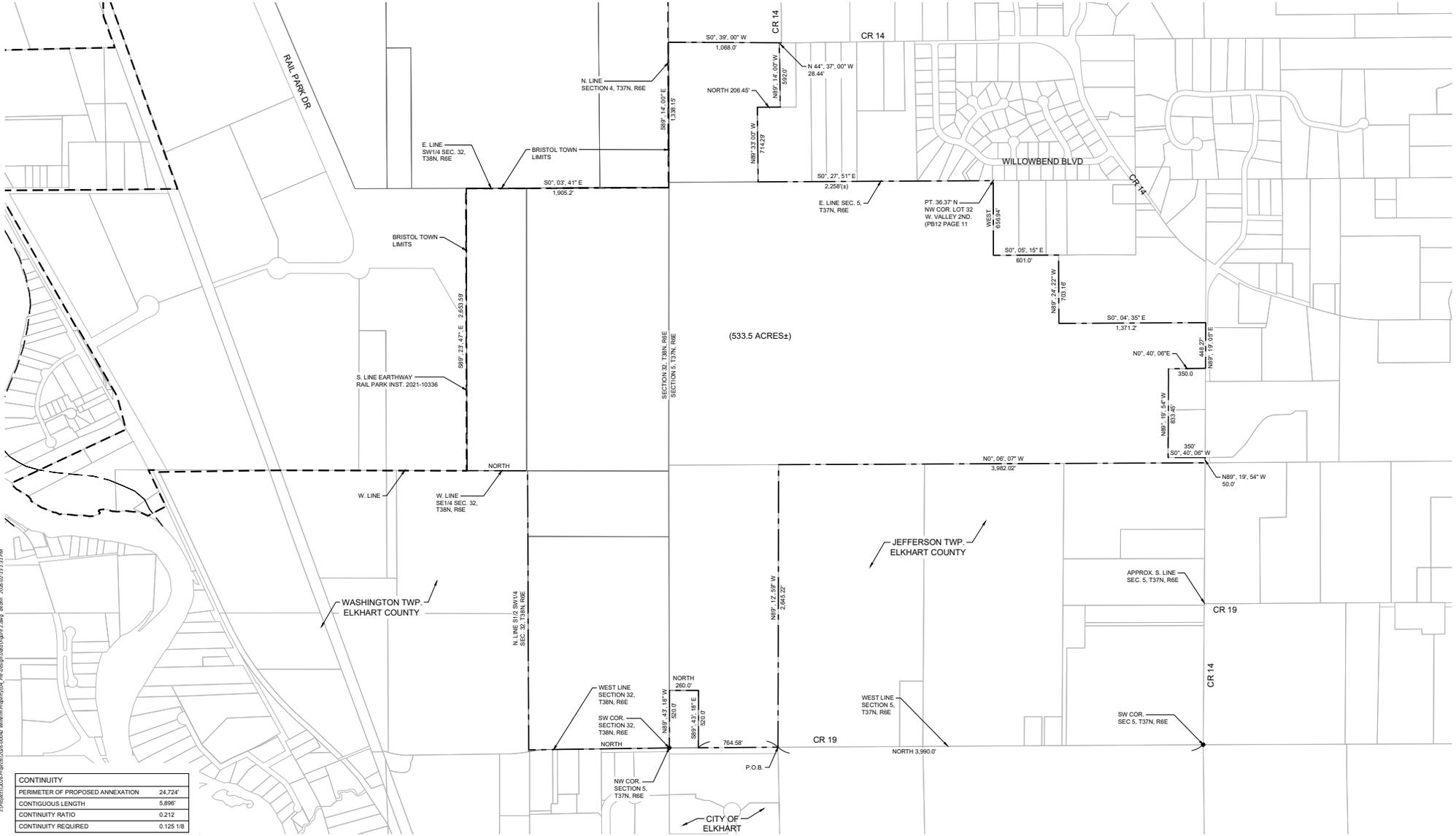
By: Kenneth K. Jones, PS  
Date: February 12, 2026

Firm: Jones Petrie Rafinski  
Job Number: 2026-00028

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY

[Attached]



I:\Projects\2024\Projects\2024-0002\_WillemProject\DWG\_Plan\Map\Annexation\Figure 2.dwg 2024.02.13 11:17 AM

CONTINUITY	
PERIMETER OF PROPOSED ANNEXATION	24.724'
CONTIGUOUS LENGTH	5.896'
CONTINUITY RATIO	0.212
CONTINUITY REQUIRED	0.125-1/8

# KAUFFMAN TRUST SITE DEVELOPMENT

## FIGURE 2 - ANNEXATION AREA MAP (SUBJECT TO SURVEY)

### BRISTOL, IN

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South Bend, IN  
p: 574.322.4388

Fort Wayne, IN  
p: 260.422.2532



**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (the “Agreement”) is made and entered into as of the Effective Date (as defined herein), by and between Gerald J. Lambright and Ellen M. Lambright (the “Lambrights”) and the Town of Bristol, Indiana (the “Town”), (each a “Party,” collectively the “Parties”).

**RECITALS**

A. The Lambrights filed their Complaint to Quiet Title to Real Estate (the “Complaint”) against the Town on November 13, 2025, under Cause No. 20D02-2511-PL-000207 (the “Lawsuit”) seeking to quiet title to the real estate commonly known as 103 Apollo Street, Town of Bristol, Elkhart County, Indiana (the “Real Estate”) and as more fully described in the Complaint.

B. The title dispute detailed in the Complaint arises from a Quitclaim Deed dated October 10, 1996, and filed as Instrument number 96-25670 in the Elkhart County Recorder’s Office and certain Quitclaim Deeds from the 1900s, which granted to the Town an approximately ten-foot strip along the southern bank of the St. Joseph River that overlapped the Real Estate (the “Disputed Area”).

C. The Parties desire to enter into this Agreement in order to provide for the full settlement and discharge of all claims which are the subject matter of the Lawsuit or otherwise arise from or are related to the Lawsuit, upon the terms and conditions set forth below.

**AGREEMENT**

**1. Release and Release Conditions.**

a. Lambright Release. In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lambrights agree to and hereby fully release the Town and its respective agents, employees, heirs, administrators, successors and assigns from any and all claims, lawsuits, demands, actions, causes of actions, liability, or suits at law or in equity, of any kind or nature, whether known or unknown, seen or unforeseen, arising directly or indirectly, for any damages, costs, and expenses, heretofore sustained, including those claims in any way related to or arising from the Real Estate, the Disputed Area, or the Lawsuit.

b. Town Release. In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town agrees to and hereby fully releases the Lambrights and their respective agents, heirs, executors, administrators, successors and assigns from any and all claims, lawsuits, demands, actions, causes of actions, liability, or suits at law or in equity, of any kind or nature, whether known or unknown, seen or unforeseen, arising directly or indirectly, for any damages, costs, and expenses, heretofore sustained, including those claims arising from or any way related to or arising from the Real Estate, the Disputed Area, or the Lawsuit.

c. **Mutual Indemnification.** The Parties hereby agrees to indemnify, defend and hold harmless each other and their respective officers, directors, agents and employees from and against all demands, obligations, assessments, losses, costs, claims, liabilities, judgments, and damages (including, without limitation, reasonable attorneys' fees and any costs reasonably incurred in investigating, preparing or defending against or prosecuting any litigation or claim) that are asserted against or suffered by a Party and arising from the other Party or their agents' possession, use, or occupation of the Disputed Area.

d. **No Admission of Fault.** The Parties agree that this settlement is not an admission of wrongdoing by any Party, is made under an express denial of liability, and is made to fully resolve disputed claims.

e. **Consent to Entry of Agreed Order.** The Parties agree that the Agreed Order, in substantially the form attached hereto as Exhibit A, shall be filed with the Elkhart Superior Court within five (5) days of the execution of this Agreement.

f. **Own Costs Paid.** The Parties hereby agree to bear their own costs and attorney fees arising from the Lawsuit.

2. **Settlement of Claims.** The Town has conducted extensive due diligence on the question of title to the Real Estate and as a result of such diligence has determined it is in the best interests of the Town and its residents, and in consideration of the mutual releases, dismissal of the Lawsuit, and other valuable consideration as detailed herein, to agree and consent to the quieting of title to the Real Estate in favor of the Lambrights, as husband and wife.

3. **Consideration.** The Parties acknowledge and agree that the consideration for this Agreement consists solely of the mutual releases, covenants, and agreements contained herein, including the dismissal of the Lawsuit and the Town's agreement to consent to the quieting of title to the Real Estate. No monetary consideration is being exchanged between the Parties.

4. **Tax Matters.** The Lambrights shall be responsible for any and all taxes and assessments relating to the Real Estate, including the Disputed Area, which as of the Effective Date are or may become due. Each Party further acknowledges that it has not relied on any statement or representation by the other Party regarding the tax consequences of this Agreement. Each Party shall be solely responsible for any tax obligations arising out of this Agreement as applicable to that Party under federal, state, or local law.

5. **Representation of Comprehension of Document.** In entering into this Agreement, each Party represents that it has relied upon the advice of its own attorneys concerning the legal consequences of this Agreement; that the terms of this Agreement have been adequately explained by its attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by each Party.

6. **Governing Law.** This Agreement is governed exclusively by Indiana law without reference to its choice of law rules. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree that this Agreement is to be reasonably construed to achieve its purpose and that any rule to the effect that any ambiguities are to be resolved against the drafting party

shall not apply in any application, construction, enforcement, or interpretation of this Agreement. This Agreement has been negotiated between the parties. The Parties understand that this Agreement may not be changed or modified orally.

7. **Enforcement; Venue.** Any action to enforce or interpret this Agreement shall be brought exclusively in a court of competent jurisdiction in Elkhart County, Indiana. Each Party consents to the personal jurisdiction of such court.

8. **Cooperation; Additional Documents.** The Parties agree to reasonably cooperate and execute any additional documents, affidavits, or certifications, and to take such further actions as may be reasonably necessary to effectuate the terms, purposes, and intent of this Agreement, including but not limited to recording documents, responding to title company requests, and assisting with any administrative filings relating to the Real Estate.

9. **Authority.** The individuals and entities executing this Agreement represent and warrant that they have full power and authority to enter into this Agreement.

10. **Severability.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right, power, or remedy shall operate as a waiver of such right, power, or remedy.

12. **Recitals.** The above-stated recitals are incorporated into this Agreement.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that executed copies of this Agreement sent via first class mail, electronic mail or facsimile are binding.

14. **Effective Date.** This Agreement shall become effective on the date it is signed by the last Party to do so ("Effective Date").

15. **Council Approval.** This Agreement is conditioned upon and subject to approval by the Town Council of the Town of Bristol, Indiana as required under Indiana law.

*[Remainder of page intentionally blank; signature pages follow]*

**IN WITNESS WHEREOF**, the undersigned have accepted and executed this Release and Settlement Agreement as of the date first set forth above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gerald J. Lambright

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ellen M. Lambright

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared Gerald J. Lambright and Ellen M. Lambright, who each acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this \_\_\_\_ day of February, 2026.

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

\_\_\_\_\_  
Printed Signature

My Commission Expires:  
  
\_\_\_\_\_

My County of Residence:  
  
\_\_\_\_\_

[Signature pages continued]

**TOWN OF BRISTOL, INDIANA,**  
a political subdivision of the State of Indiana

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beachy, Bristol Town Council President

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as the Bristol Town Council President, who acknowledged the execution of the foregoing instrument for and on behalf of said Town of Bristol, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_ day of February, 2026.

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

\_\_\_\_\_  
Printed Signature

My Commission Expires:  
  
\_\_\_\_\_

My County of Residence:  
  
\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

/s/ Michelle C. Harter  
Michelle C. Harter, 32657-41  
Lekse Harter, LLC  
3209 W. Smith Valley Rd., Ste 134-4  
Greenwood, IN 46142  
Telephone: (908) 307-7570  
Email: michelle@lekseharter.com  
*Attorney for the Lambrights*

/s/ Alex C. Bowman  
Alex C. Bowman, 33967-71  
Krieg DeVault LLP  
4101 Edison Lakes Parkway, Ste. 100  
Mishawaka, IN 46545  
Telephone: (574) 277-1200  
Email: abowman@kdlegal.com  
*Attorney for the Town of Bristol*

**EXHIBIT A**

**Agreed Order to Quiet Title**

**[Attached]**

STATE OF INDIANA )  
 )SS:  
COUNTY OF ELKHART )

IN THE ELKHART SUPERIOR COURT  
CAUSE NO. 20D02-2511-PL-000207

GERALD J. LAMBRIGHT )  
and ELLEN M. LAMBRIGHT )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
TOWN OF BRISTOL, JOHN/JANE DOE, )  
as unknown occupants and their spouses, )  
heirs and devisees, etc., and “the WORLD,” )  
 )  
Defendants. )

**AGREED ORDER TO QUIET TITLE**

Plaintiffs, Gerald J. Lambright and Ellen M. Lambright (the “Lambrights”) and Defendant the Town of Bristol, Indiana (the “Town”), hereby move the Court to enter this Agreed Order to Quiet Title (“Order”). The Court has reviewed the motion, and being duly advised and having good cause, finds as follows:

1. This Court has jurisdiction over the subject matter of this action and has jurisdiction over the parties and real property described herein.
2. The Lambrights and the Town have appeared by counsel.
3. The Lambrights filed their Complaint to Quiet Title to Real Estate on November 13, 2025 (the “Complaint”), seeking to quiet title to the real estate commonly known as 103 Apollo Street, Town of Bristol, Elkhart County, Indiana and legally described as follows (the “Real Estate”):

Lots Numbered Forty-one (41), Forty-two (42) and part of Lot Numbered Seven (7) as the said Lots are known and designated on the recorded Original Plat of the Village of Bristol; said Plat being recorded in Plat Book 2, page 40, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows, to wit: Commencing at the Northeast corner of the Lot Numbered 8 in the

Original Plat of Bristol; thence West, 66 feet; thence South,33 feet; thence West, 66 feet to Lot Numbered 6; thence North to the St. Joseph River; thence Easterly along said river to Apollo Steet; thence South along said street to the place of beginning, EXCEPTING the West 10 feet of said Lot Numbered 7.

4. The title dispute detailed in the Complaint arises from a Quitclaim Deed dated October 10, 1996, and filed as Instrument number 96-25670 in the Elkhart County Recorder’s Office and certain Quitclaim Deeds from the 1900s, which granted to the Town an approximately ten-foot strip along the southern bank of the St. Joseph River that overlapped the Real Estate (the “Town Deed”).

5. The parties have agreed that title to the Real Estate should be quieted in and to the Lambrights and the Town should have no interest in the Real Estate.

6. The Lambrights have complied with the provisions of Ind. Code 32-30-3-2, et seq. and have published notice to all known individuals through or under whom an adverse claim to the Real Estate may be asserted, and no such individuals have appeared in this action and the time for such individuals to timely do so has passed.

7. Except as otherwise set forth above, the parties stipulate to the dismissal of all other claims in this cause.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:**

A. Fee simple title to the Real Estate is QUIETED in favor of Gerald J. Lambright and Ellen M. Lambright, husband and wife, and all adverse interests, including but not limited to those arising from the Town Deed, are extinguished.

B. The Town of Bristol, Indiana, and all claiming an interest in the Real Estate through it, no longer holds any interest in the Real Estate.

C. The Clerk of this Court is directed to certify this Order and record the certified copy in the Quiet Title Record of the Elkhart County Recorder pursuant to Ind. Code § 32-30-3-17.

D. All other claims in this cause are hereby dismissed with prejudice.

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

\_\_\_\_\_  
Judge, Elkhart Superior Court

*Distribution:*  
*Clerk of Court*  
*RJO*  
*Counsel of Record*