



TOWN COUNCIL REGULAR MEETING

Thursday, August 15, 2024 at 7:00 PM
Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF INVOICES**
6. **APPROVAL OF MINUTES**
 - a. Approval of work session minutes of August 13, 2024
7. **PLANNING AND DEVELOPMENT ITEMS**

REPORTS

8. **TOWN MANAGER**
 - [a.](#) Wastewater project pay applications and task order approvals
 - b.** Project Updates
 - Property Clean Up
 - Commerce Drive Sign
9. **CLERK-TREASURER**
10. **TOWN MARSHAL**
 - [a.](#) July Report
 - [b.](#) BPD monthly data for July
 - c.** Department staff related announcements
11. **FIRE CHIEF**
 - [a.](#) BFD July, 2024 Operations report

12. PARK BOARD

13. TOWN ATTORNEY

- [a.](#) Second Reading Re-amending ordinance 8-15-2024-21
- [b.](#) Resolution 8/15/2024-7 Fiscal plan for voluntary annexation | Council approval
- [c.](#) Voluntary Annexation 2nd reading of Ord. 8-15-2024- 19

14. NEW BUSINESS

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

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

16. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

September 5 6:45 PM Town of Bristol RDC meeting

September 5 7:00 PM Town Council Meeting

September 17 7:00 PM work session

September 19 7:45 PM Town Council meeting

Public Hearing and First Reading 2025 Budget and Salary Ordinance

17. MOTION TO ADJOURN



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

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

MEMORANDUM

TO: Town of Bristol, Town Council

DATE: August 2, 2024

SUBJECT: Project Updates

Wastewater Treatment Improvements Project

Contractor (Crosby) has mobilized to site and has completed preliminary preparation work. They will begin sludge removal from reed beds the week of August 12th.

Items to Present:

1. Bose McKinney Invoice SRF Disbursement Request #6	\$ 1,319
2. Dentons Bingham Invoice SRF Disbursement Request #7	\$ 3,741
3. Crosby Construction Pay App#1 SRF Disbursement Request #8	
a. Payment to Contractor	\$ 593,940
b. Payment to Retainage	\$ 31,260
4. Commonwealth Invoice SRF Disbursement Request #9	\$ 31,231
5. Commonwealth Task Order No. 2024-02	
a. Resident Project Representative services (Hourly)	\$ 300,000
b. Additional Construction Engineering (Hourly)	\$ 70,000
c. <u>Labor Standards Monitoring (Hourly)</u>	<u>\$ 70,000</u>
d. Total	\$ 440,000

SRF Disbursement Request Form

Section 8, Item a.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	7
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):	SRF Bond Counsel				
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:		\$	28,265,000		
Total Amount of Previous Disbursements:		\$	1,550,559		
Balance Available After this Disbursement:		\$	26,710,700		
Amount to Contractor for this Request:		\$	3,741		
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Dentons Bingham Greenebaum LLP	DUNS #:	066892789		
Mailing address:	3913 Solutions Center				
City:	Chicago	State:	IL	ZIP Code:	60677-3009
Wiring Information:					
Bank Name:	PNC Bank, N.A.	Bank Routing Number:	041000124		
Account Name:	Dentons Bingham Greenebaum LLP	Account Number:	4622345343		
Retainage Amount for this Request:		\$	0.00		
Participant requests that the retainage amount be held by SRF:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:		\$	3,741		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:		Date:			
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$

Indiana Finance Authority
 SRF Programs
 One North Capital, Suite 900
 Indianapolis, IN 46204
 Attn: Director of Environmental Programs

Account No.: 603317.100305
 Invoice No.: 4577285
 Invoice Date: May 14, 2024

TOWN OF BRISTOL WW

FOR PROFESSIONAL SERVICES RENDERED THROUGH MAY 10, 2024:

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
09/16/22	CEC	Call w/ Baker Tilly regarding financing;	0.20	83.00
10/03/22	CEC	Review and make edits to bond ordinance; draft FAA and send with bond ordinance comments; communications w/ M. Clary regarding the same;	2.50	1,037.50
10/03/22	MAC	Review Wastewater Ordinance	1.30	305.50
10/04/22	CEC	Review revised ordinance; sign-off;	0.30	124.50
01/25/24	CEC	Communications; work on matter;	0.20	106.00
02/01/24	CEC	Call with SRF regarding pool timing and financing schedule for participant;	0.30	159.00
02/01/24	MAC	Call with C. Cochran and B. Harkins re: plan of pool financing	0.20	83.00
02/27/24	CEC	Communications regarding schedules for pooled participants; work on matter;	0.30	159.00
02/28/24	MAC	Call with B. Harkins re: pool schedule	0.10	41.50
03/01/24	MAC	Draft deliverables timeline	0.50	207.50
03/04/24	CEC	Call w/ BC regarding financing; communications w/ SRF regarding the same;	0.30	159.00
03/05/24	CEC	Review deliverables e-mail; communications w/ M. Clary regarding the same;	0.30	159.00
03/05/24	MAC	Correspond with working group re: deliverables timeline and review of ordinances	0.30	124.50
03/22/24	MAC	Review correspondence re: proposed amortization schedule	0.20	83.00
03/25/24	CEC	Review amortization schedule and bond ordinance; communications regarding the same;	0.30	184.50
03/25/24	MAC	Correspond re: adoption of amended ordinance	0.10	41.50

DATE	ATTORNEY/ PARALEGAL	DESCRIPTION	HOURS	AMOUNT
03/27/24	CEC	Communications regarding borrower and open items;	0.30	184.50
03/29/24	MAC	Review Amendment to Bond Ordinance; draft due diligence questions	0.50	207.50
04/01/24	MAC	Correspond with C. Cochran re: revisions to Amendment and due diligence questions	0.20	83.00
04/02/24	MAC	Review revised Amendment; correspond re: sign off on Amendment	0.30	124.50
04/10/24	MAC	Review responses to due diligence questions	0.20	83.00
FEES FOR PROFESSIONAL SERVICES RENDERED				\$ 3,740.50
INVOICE TOTAL (USD)				<u>\$ 3,740.50</u>

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY/PARALEGAL	HOURS	RATE	AMOUNT
Cullen E. Cochran	0.60	615.00	369.00
Cullen E. Cochran	1.40	530.00	742.00
Cullen E. Cochran	3.00	415.00	1,245.00
Madalyn Anna Clary	2.60	415.00	1,079.00
Madalyn Anna Clary	1.30	235.00	305.50
	8.90		<u>3,740.50</u>

Indiana Finance Authority
SRF Programs
One North Capital, Suite 900
Indianapolis, IN 46204
Attn: Director of Environmental Programs

Account No.: 603317.100305
Invoice No.: 4577285
Invoice Date: May 14, 2024

TOWN OF BRISTOL WW

REMITTANCE PAGE

INVOICE TOTAL (USD)

\$ 3,740.50

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.

PLEASE RETURN THIS COPY WITH YOUR PAYMENT.

Payments by check should be sent in U.S. Dollars to:

Dentons Bingham Greenebaum LLP
3913 Solutions Center
Chicago, IL 60677-3009

OR

Payment by wire transfer/ACH should be sent in U.S. Dollars to:

Bank Name: PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Account Name: Dentons Bingham Greenebaum LLP
Account Number: 4622345343
ABA/Routing #: Wire Transfers 041000124
ACH Transfers 071921891
Swift Code for International Wires: PNCCUS33

PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THIS INVOICE.

SRF Disbursement Request Form

Section 8, Item a.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	9
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):		Professional Engineering Service Fees			
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:			\$	28,265,000	
Total Amount of Previous Disbursements:			\$	2,148,240	
Balance Available After this Disbursement:			\$	26,085,529	
Amount to Contractor for this Request:			\$	31,231	
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Commonwealth Engineers, Inc.	DUNS #:	079578639		
Mailing address:	7256 Company Drive				
City:	Indianapolis	State:	IN	ZIP Code:	46237
Wiring Information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Retainage Amount for this Request:			\$	0.00	
Participant requests that the retainage amount be held by SRF:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:			\$	31,231	
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:			Date:		
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$



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

Section 8, Item a.

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

Invoice number 59654
Date 05/30/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through April 30, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

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

Bidding or Negotiating

Professional Fees

	Hours	Billed Amount
Project Manager II	10.50	2,567.37
Clerical III	1.00	132.39
Clerical II	1.50	150.84
Professional Fees subtotal	13.00	2,850.60
Bidding or Negotiating subtotal		2,850.60

Invoice total **2,850.60**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	43,303.14	46,153.74	5,146.26	2,850.60
CONSTRUCTION	140,000.00	0.00	0.00	140,000.00	0.00
RESIDENT PROJECT REPRESENTATIVE	255,000.00	0.00	0.00	255,000.00	0.00
Total	1,409,600.00	1,006,603.14	1,009,453.74	400,146.26	2,850.60



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

Section 8, Item a.

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

Invoice number 59655
Date 05/30/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through April 30, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-03 signed 09/21/23

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
REGULATORY ASSISTANCE	31,000.00	100.00	31,000.00	31,000.00	0.00
AIS COMPLIANCE	10,300.00	0.00	0.00	0.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	100.00	42,000.00	42,000.00	0.00
EROSION CONTROL	10,300.00	100.00	10,300.00	10,300.00	0.00
O&M MANUAL	50,000.00	0.00	0.00	0.00	0.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	100.00	18,800.00	18,800.00	0.00
ARCHITECTURAL DESIGN	45,860.00	100.00	45,860.00	45,860.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	100.00	23,180.00	23,180.00	0.00
Total	231,440.00	73.95	171,140.00	171,140.00	0.00

Financial/Legal Assistance

Professional Fees

	Hours	Billed Amount
Project Manager II	2.00	489.02
Project Engineer I	5.00	871.80
Environmental Scientist	9.50	1,011.48
Professional Fees subtotal	16.50	2,372.30

Reimbursable Expenses

	Units	Billed Amount
Reproduction - South Bend Office		31.63
Reimbursable Expenses subtotal		31.63
Financial/Legal Assistance subtotal		2,403.93

Invoice total **2,403.93**

Section 8, Item a.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
FIELD WORK/SURVEY	15,000.00	15,000.00	15,000.00	0.00	0.00
STARTUP ASSISTANCE	30,000.00	0.00	0.00	30,000.00	0.00
REGULATORY ASSISTANCE	31,000.00	31,000.00	31,000.00	0.00	0.00
AVIS COMPLIANCE	10,300.00	0.00	0.00	10,300.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	42,000.00	42,000.00	0.00	0.00
EROSION CONTROL	10,300.00	10,300.00	10,300.00	0.00	0.00
FINANCIAL/LLEGAL ASSISTANCE	4,700.00	1,593.66	3,997.59	702.41	2,403.93
O&M MANUAL	50,000.00	0.00	0.00	50,000.00	0.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	18,800.00	18,800.00	0.00	0.00
ARCHITECTURAL DESIGN	45,860.00	45,860.00	45,860.00	0.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	23,180.00	23,180.00	0.00	0.00
Total	281,140.00	187,733.66	190,137.59	91,002.41	2,403.93



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

Invoice number 59900
Date 06/26/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through May 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

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

Bidding or Negotiating

Professional Fees

	Hours	Billed Amount
Project Manager II	9.00	2,200.59
Project Engineer I	10.75	1,874.37
Designer III	5.50	971.91
CADD Specialist I	1.00	94.33
Professional Fees subtotal	26.25	5,141.20

Reimbursable Expenses

	Units	Billed Amount
Legal Advertising		0.00
Reimbursable Expenses subtotal		0.00
Bidding or Negotiating subtotal		5,141.20

Construction

Professional Fees

	Hours	Billed Amount
Designer IV	1.50	287.40
Project Manager III	2.00	599.68
Project Engineer I	7.25	1,264.11
Clerical II	2.25	226.24
CADD Specialist I	3.00	282.99
Professional Fees subtotal	16.00	2,660.42

Construction subtotal

Section 8, Item a.

Invoice total **7,801.62**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	46,153.74	51,294.94	5.06	5,141.20
CONSTRUCTION	140,000.00	0.00	2,660.42	137,339.58	2,660.42
RESIDENT PROJECT REPRESENTATIVE	255,000.00	0.00	0.00	255,000.00	0.00
Total	1,409,600.00	1,009,453.74	1,017,255.36	392,344.64	7,801.62



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

Invoice number 59901
Date 06/26/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through May 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-03 signed 09/21/23

Description	Contract Amount	% Work To Date	Previous Billed	Amount Billed	This Inv Billed
REGULATORY ASSISTANCE	31,000.00	100.00	31,000.00	31,000.00	0.00
AIS COMPLIANCE	10,300.00	0.00	0.00	0.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	100.00	42,000.00	42,000.00	0.00
EROSION CONTROL	10,300.00	100.00	10,300.00	10,300.00	0.00
O&M MANUAL	50,000.00	0.00	0.00	0.00	0.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	100.00	18,800.00	18,800.00	0.00
ARCHITECTURAL DESIGN	45,860.00	100.00	45,860.00	45,860.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	100.00	23,180.00	23,180.00	0.00
Total	231,440.00	73.95	171,140.00	171,140.00	0.00

Financial/Legal Assistance

Professional Fees

	Hours	Billed Amount
Project Engineer I	4.00	697.44
Professional Fees subtotal	4.00	697.44
Financial/Legal Assistance subtotal		697.44

Invoice total **697.44**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
FIELD WORK/SURVEY	15,000.00	15,000.00	15,000.00	0.00	0.00
STARTUP ASSISTANCE	30,000.00	0.00	0.00	30,000.00	0.00
REGULATORY ASSISTANCE	31,000.00	31,000.00	31,000.00	0.00	0.00
AIS COMPLIANCE	10,300.00	0.00	0.00	10,300.00	0.00
GEOTECHNICAL EVALUATION	42,000.00	42,000.00	42,000.00	0.00	0.00

Section 8, Item a.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
EROSION CONTROL	10,300.00	10,300.00	10,300.00	0.00	0.00
FINANCIAL/LEGAL ASSISTANCE	4,700.00	3,997.59	4,695.03	4.97	697.44
O&M MANUAL	50,000.00	0.00	0.00	50,000.00	0.00
PROCESS SITE CIVIL DESIGN, ADDITIONAL SOIL BORING, & ARCHITECT COORDINATION	18,800.00	18,800.00	18,800.00	0.00	0.00
ARCHITECTURAL DESIGN	45,860.00	45,860.00	45,860.00	0.00	0.00
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN	23,180.00	23,180.00	23,180.00	0.00	0.00
Total	281,140.00	190,137.59	190,835.03	90,304.97	697.44



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

Invoice number 60251
Date 07/30/2024

Project S22145 Bristol - Wastewater Treatment
Plant Improvements Project

For Basic Engineering Services rendered through June 30, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

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

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

Construction

Professional Fees

	Hours	Billed Amount
Designer IV	1.50	287.40
Project Manager III	4.00	1,199.34
Project Manager II	6.00	1,467.07
Project Engineer I	34.50	6,015.42
Engineering Intern I	13.00	1,708.86
Designer III	15.00	2,650.66
Designer II	4.00	637.76
Clerical II	4.25	427.34
CADD Specialist I	29.00	2,735.58
Professional Fees subtotal	111.25	17,129.43

Reimbursable Expenses

	Units	Billed Amount
Miles	321.20	247.48
Clerical II - Hours	1.00	100.55
Reimbursable Expenses subtotal		348.03
Construction subtotal		17,477.46

Invoice total **17,477.46**

Section 8, Item a.

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	51,294.94	51,294.94	5.06	0.00
CONSTRUCTION	140,000.00	2,660.42	20,137.88	119,862.12	17,477.46
RESIDENT PROJECT REPRESENTATIVE	255,000.00	0.00	0.00	255,000.00	0.00
Total	1,409,600.00	1,017,255.36	1,034,732.82	374,867.18	17,477.46

SRF Disbursement Request Form

Section 8, Item a.

Participant Information

Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001
UEI #:	NF3SQSFKCC57	CCR Number:	870T8
		Request Number:	8
Mailing Address:	308 E. Vistula Street, PO Box 122		
City:	Bristol	State:	IN
		ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007

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

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

Loan Information

Description of work for which claim is being made (services, fees, type of work, etc.):	Partial Pay App #1		
Is any part of this claim funded by an alternate funding source?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local	\$		
Is any part of this claim funded by the Indiana Brownfields Program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Has the Participant paid the request and is now seeking reimbursement?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there Green Project Reserve components involved in this request? If yes, please describe:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there any Lead Line replacement components in this request?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

Loan Financial Information

Original Loan Amount:		\$	28,265,000
Total Amount of Previous Disbursements:		\$	1,554,300
Balance Available After this Disbursement:		\$	26,116,760
Amount to Contractor for this Request:		\$	593,940

Is any part of this request a partial or final release of retainage to the contractor? YES NO

Contractor Name:	Robert E. Crosby, Inc. dba Crosby Construction	DUNS #:	103466145
Mailing address:	2805 Freeman Street		
City:	Fort Wayne	State:	IN
		ZIP Code:	46802

Wiring Information:

Bank Name:	Lake City Bank	Bank Routing Number:	074903719
Account Name:	RE Crosby Checking	Account Number:	1011496593

Retainage Amount for this Request: \$ 31,260

Participant requests that the retainage amount be held by SRF:

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

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

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

Total Amount of this Request: \$ 593,940

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

Authorized Representative Signature:		Date:	
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For Internal Use Only:

Approved By:		Date:		GPR Amount:	\$	Lead Amount:	\$
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July 26, 2024

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

**RE: Job Number S22145
WWTP Improvement Project
Contractor’s Application for Partial Payment No. 1**

Dear Mr. Yoder:

Enclosed, please find the Contractor’s Application for Partial Payment No. 1 for the WWTP Improvements Project.

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

- **Contractor Payment, Application No. 1: \$ 593,940.00**

Commonwealth recommends payment to the project retainage account as follows:

- **Contractor Payment, Application No. 1: \$ 31,260.00**

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

Partial Payment No.	Payment to Contractor	Retainage Withheld	Total
1 (07/2024)	\$593,940.00	\$31,260.00	\$625,200.00
Total	\$593,940.00	\$31,260.00	\$625,200.00
Project Completion for this Division of work based on monetary value:			3%
Project Completion for this Division of work based on contract duration:			2%

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

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, PE
Project Engineer

Enclosure

Contractor's Application for Payment

Section 8, Item a.

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

Application No.:	1	Application Date:	7/18/2024
Application Period:	From 7/8/2024	to	7/19/2024

1. Original Contract Price	\$	24,293,749.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	24,293,749.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	625,200.00
5. Retainage		
a. 5% X \$ 625,200.00 Work Completed	\$	31,260.00
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	31,260.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	593,940.00
7. Less previous payments (Line 6 from prior application)	\$	-
8. Amount due this application	\$	593,940.00
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	23,699,809.00

Contractor's Certification

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

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

- a. Complied with all labor provisions of said Contract.
- b. Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is

Contractor: Crosby Construction

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor's Application for Payment

Owner: <u>Town of Bristol</u>	Owner's Project No.: <u>WW 22532001</u>
Engineer: <u>Commonwealth Engineers, Inc.</u>	Engineer's Project No.: <u>S22145</u>
Contractor: <u>Crosby Construction</u>	Contractor's Project No.: <u>24105-01</u>
Project: <u>WWTP Improvement Project</u>	
Contract: <u>WWTP Improvement Project</u>	
Application No.: <u>1</u>	Application Date: <u>7/18/2024</u>
Application Period: From <u>7/8/2024</u> to <u>7/19/2024</u>	

1. Original Contract Price	\$ 24,293,749.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,293,749.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 625,200.00
5. Retainage	
a. <u>5%</u> X <u>\$ 625,200.00</u> Work Completed	\$ 31,260.00
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 31,260.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 593,940.00
7. Less previous payments (Line 6 from prior application)	\$ -
8. Amount due this application	\$ 593,940.00
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 23,699,809.00

Contractor's Certification

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

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

a. Complied with all labor provisions of said Contract.

b. Complied with all labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions (if (b) is

Contractor: Crosby Construction

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Baylee Goodham

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item a.

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

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

Application No.: 1 Application Period: From 07/08/24 to 07/19/24 Application Date: 07/18/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
Original Contract								
1	Bond / Insurance	242000		242000		242,000.00	100%	-
2	Mobilization / Demobilization	958000		383200		383,200.00	40%	574,800.00
3	General Conditions / Supervision	600000				-	0%	600,000.00
4	Dewatering - Installation	151440				-	0%	151,440.00
5	Dewatering Maintenance	355000				-	0%	355,000.00
6	Demo - Existing Treatment Facility Structures	144335				-	0%	144,335.00
7	Demo - Onsite Pipe Removal / Abandonment	70200				-	0%	70,200.00
8	Demo - Reed Sludge Drying Beds	39000				-	0%	39,000.00
9	Demo - Lab / Office Building	40825				-	0%	40,825.00
10	Demo - Maintenance Building	36800				-	0%	36,800.00
11	Demo - Pavement / Sidewalks	11500				-	0%	11,500.00
12	Concrete - Treatment Tank Slab	349280				-	0%	349,280.00
13	Concrete - Treatment Tank Walls	1342250				-	0%	1,342,250.00
14	Concrete - Treatment Tank Walkways / Top Slab	214760				-	0%	214,760.00
15	Concrete - Grout Tank Slabs	87320				-	0%	87,320.00
16	Concrete - UV Slabs	25370				-	0%	25,370.00
17	Concrete - UV Walls	92040				-	0%	92,040.00
18	Concrete - Cascade Slab	44530				-	0%	44,530.00
19	Concrete - Cascade Walls	140300				-	0%	140,300.00
20	Concrete - Headworks Slab	33040				-	0%	33,040.00
21	Concrete - Headworks Walls	257240				-	0%	257,240.00
22	Concrete - Headworks Top Slab	140300				-	0%	140,300.00
23	Concrete - ASH Modifications	43920				-	0%	43,920.00
24	Concrete - Lab/Off Foundations	52900				-	0%	52,900.00
25	Concrete - Lab/Off Slab	46000				-	0%	46,000.00
26	Concrete - Maintenance Foundations	51750				-	0%	51,750.00
27	Concrete - Maintenance Slab	57500				-	0%	57,500.00
28	Concrete - Blower Pads	54280				-	0%	54,280.00
29	Concrete - Generator Pad	11328				-	0%	11,328.00
30	Concrete - Outfall Structure	38940				-	0%	38,940.00
31	Concrete - Stoops / Sidewalks	47150				-	0%	47,150.00
32	Concrete - Poles Bases	6900				-	0%	6,900.00
33	Reinforcement - Material ONLY	402706				-	0%	402,706.00
34	Reinforcement - Treatment Tank	421850				-	0%	421,850.00
35	Reinforcement - UV	18300				-	0%	18,300.00
36	Reinforcement - Cascade	27450				-	0%	27,450.00
37	Reinforcement - Headworks	27450				-	0%	27,450.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item a.

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

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

Application No.: 1 Application Period: From 07/08/24 to 07/19/24 Application Date: 07/18/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
38	Reinforcement - Control / Maintenance Bldgs	27313				-	0%	27,313.00
39	Reinforcement - ASH Tanks	4313				-	0%	4,313.00
40	Masonry	270600				-	0%	270,600.00
41	Masonry Veneers	98185				-	0%	98,185.00
42	Treatment Tank - Stairs w/ HR	96380				-	0%	96,380.00
43	Treatment Tank - Top HR	111020				-	0%	111,020.00
44	Headworks - Stairs w/ HR	101260				-	0%	101,260.00
45	Headworks - Misc Metals / Grating	30256				-	0%	30,256.00
46	UV - Misc Metals / Grating	21960				-	0%	21,960.00
47	Cascade - Misc Metals / Grating	40260				-	0%	40,260.00
48	Pipe Bollards	41480				-	0%	41,480.00
49	Headworks - Roof Structure	62535				-	0%	62,535.00
50	Lab/Off - Pole Building	182900				-	0%	182,900.00
51	Lab/Off - Interior Framing	63000				-	0%	63,000.00
52	Maintenance - Pole Building	115000				-	0%	115,000.00
53	Canopy Structures	46000				-	0%	46,000.00
54	Drywall / Insulation	77000				-	0%	77,000.00
55	Doors / Frames / Hrdw	97680				-	0%	97,680.00
56	Access Hatches	45360				-	0%	45,360.00
57	Coiling Doors	79560				-	0%	79,560.00
58	Painting / Coatings	390000				-	0%	390,000.00
59	Flooring	22080				-	0%	22,080.00
60	Acoustical Ceilings	16215				-	0%	16,215.00
61	Casework	52000				-	0%	52,000.00
62	Toilet Accessories / Partitions / Lockers	39100				-	0%	39,100.00
63	Cascade Aerator	111838				-	0%	111,838.00
64	Chemical Feed Equipment / Storage Tank	118486				-	0%	118,486.00
65	Samplers Equipment	19054				-	0%	19,054.00
66	Influent Pumps	203583				-	0%	203,583.00
67	Sludge Pumps	47298				-	0%	47,298.00
68	Influent Screening	257888				-	0%	257,888.00
69	UV Equipment	257600				-	0%	257,600.00
70	SBR Equipment	1960555				-	0%	1,960,555.00
71	Davit Cranes	22500				-	0%	22,500.00
72	ASH Blowers	178361				-	0%	178,361.00
73	Fine Bubble Aerators	114000				-	0%	114,000.00
74	SCADA	480125				-	0%	480,125.00
75	Process Piping - Influent Pump Sta.	239448				-	0%	239,448.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item a.

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

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

Application No.: 1 Application Period: From 07/08/24 to 07/19/24 Application Date: 07/18/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
76	Process Piping - SBR Piping	620388				-	0%	620,388.00
77	Process Piping - SBR Blowers	54420				-	0%	54,420.00
78	Process Piping - ASH Blowers	32652				-	0%	32,652.00
79	Process Piping - Headworks	32652				-	0%	32,652.00
80	Process Piping - UV	21768				-	0%	21,768.00
81	Process Piping - Sludge Holding Tank #1	65304				-	0%	65,304.00
82	Process Piping - Sludge Holding Tank #2	21768				-	0%	21,768.00
83	Process Valves - Influent PS	82824				-	0%	82,824.00
84	Process Valves - SBR Valve (Not by Aqua)	109620				-	0%	109,620.00
85	Process Valves - SBR Blower Valves	14616				-	0%	14,616.00
86	Process Valves - ASH Blower Valves	14616				-	0%	14,616.00
87	Process Valves - Sludge Holding Tank #1	21924				-	0%	21,924.00
88	Slide Gates - Headworks	19358				-	0%	19,358.00
89	Slide Gates - UV	38717				-	0%	38,717.00
90	Pipe Insulation - Headworks	31050				-	0%	31,050.00
91	Pipe Insulation - Sludge Holding Tank #1	51750				-	0%	51,750.00
92	Pipe Insulation - Sludge Holding Tank #2	69000				-	0%	69,000.00
93	Plumbing / HVAC - Headworks	136880				-	0%	136,880.00
94	Plumbing / HVAC - Lab/Off	325496				-	0%	325,496.00
95	Plumbing / HVAC - Maintenance	168432				-	0%	168,432.00
96	Plumbing / HVAC - Treatment Fac.	231768				-	0%	231,768.00
97	Electrical - Temp Electric / Structures	324000				-	0%	324,000.00
98	Electrical - New Lab/Off	215033				-	0%	215,033.00
99	Electrical - New Maintenance	149535				-	0%	149,535.00
100	Electrical - New Headworks	167122				-	0%	167,122.00
101	Electrical - New Treatment SBR	406827				-	0%	406,827.00
102	Electrical - New UV	106946				-	0%	106,946.00
103	Electrical - New WW / VV Structure	116571				-	0%	116,571.00
104	Electrical - Demolition	38506				-	0%	38,506.00
105	Electrical - Underground Conduit/Wire	563997				-	0%	563,997.00
106	Electrical - Generator / ATS	240100				-	0%	240,100.00
107	Electrical - Screen Equipment	66612				-	0%	66,612.00
108	Electrical - Blowers	80432				-	0%	80,432.00
109	Electrical - Pole Lights	25268				-	0%	25,268.00
110	Erosion Control	18000				-	0%	18,000.00
111	Excavation / Backfill - Wet Well / VV	192760				-	0%	192,760.00
112	Excavation / Backfill - Treatment Facility	471200				-	0%	471,200.00
113	Excavation / Backfill - UV	52080				-	0%	52,080.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item a.

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

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

Application No.: 1 Application Period: From 07/08/24 to 07/19/24 Application Date: 07/18/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
114	Excavation / Backfill - Cascade	83235				-	0%	83,235.00
115	Excavation / Backfill - Headworks	59520				-	0%	59,520.00
116	Excavation / Backfill - Control Bldg	21240				-	0%	21,240.00
117	Excavation / Backfill - Maintenance Bldg	29500				-	0%	29,500.00
118	Excavation / Backfill - Outfall Structures	9450				-	0%	9,450.00
119	Earth Retention - Treatment Facility	923614				-	0%	923,614.00
120	Earth Retention - Cascade	148000				-	0%	148,000.00
121	Backfill - Site / Existing Structures	112125				-	0%	112,125.00
122	Rough Grade / Top Soil	81650				-	0%	81,650.00
123	Auger Pipe Bollards	29325				-	0%	29,325.00
124	LS / WW / VV - Structures / Hatches	335500				-	0%	335,500.00
125	Oil / Water Seaparator	14375				-	0%	14,375.00
126	Site - Manhole Structures	91134				-	0%	91,134.00
127	Site - Storm Inlets	7021				-	0%	7,021.00
128	Site - 4"-8" Sewer	37496				-	0%	37,496.00
129	Site - 12" Forcemain	29264				-	0%	29,264.00
130	Site - 18" Influent	62066				-	0%	62,066.00
131	Site - 16" Effluent	75520				-	0%	75,520.00
132	Site - 24" Effluent (Headwall Str. Item #30)	221368				-	0%	221,368.00
133	Site - WW/VV 10" Piping	36600				-	0%	36,600.00
134	Site - 4" WAS	84913				-	0%	84,913.00
135	Site - 4" Sludge / Decant Lines	21830				-	0%	21,830.00
136	Site - 6" Air Lines	66541				-	0%	66,541.00
137	Site - 6"-8" Drain Lines	15576				-	0%	15,576.00
138	Site - 1"-3" Waterlines	62682				-	0%	62,682.00
139	Site - 4"-6" Waterlines	21240				-	0%	21,240.00
140	Live Tap / Patching	18703				-	0%	18,703.00
141	Asphalt	251575				-	0%	251,575.00
142	Stone Drives	69090				-	0%	69,090.00
143	Sidewalk Prep / Stone	10584				-	0%	10,584.00
144	Fencing	57600				-	0%	57,600.00
145	Landscaping / Seed	39600				-	0%	39,600.00
146	Primary Clarifier Liquid Sludge - Mobilize	14960				-	0%	14,960.00
147	Primary Clarifier Liquid Sludge (26,250 gals.)	32813				-	0%	32,813.00
148	Epoxy Injection Repair Type EI - 250 LF	18750				-	0%	18,750.00
149	Chem Grout Injection Type CG - 250 LF	26250				-	0%	26,250.00
150	Partial Depth Horiz Surface Type P - 500 SF	46500				-	0%	46,500.00
151	Partial Depth Vert Surface Type P - 500 SF	46500				-	0%	46,500.00

Progress Estimate - Lump Sum Work

Contractor's Application

Section 8, Item a.

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

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

Application No.: 1 Application Period: From 07/08/24 to 07/19/24 Application Date: 07/18/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
152	Epoxy Injection Repair Type EI - 200 LF	15000				-	0%	15,000.00
153	Chem Grout Injection Type CG - 200 LF	21000				-	0%	21,000.00
154	Partial Depth Vert Surface Type P - 500 SF	46500				-	0%	46,500.00
155	Reed / Sludge Drying Beds - Mobilize	7500				-	0%	7,500.00
156	Reed / Sludge Drying Beds - 2,500 Tons	167500				-	0%	167,500.00
157	All Treatment Strs - Debris / Grit - Mobilize	13400				-	0%	13,400.00
158	All Treatment Strs - Debris / Grit - 100 CY	24000				-	0%	24,000.00
159	Allowance - ASH Tank Inspection	3000				-	0%	3,000.00
160	Allowance - Paint / Asbestos	10000				-	0%	10,000.00
161	Allowance - Decorative Masonry	100000				-	0%	100,000.00
162	MA-1 - Lift Station 1					-		-
163	Excavation / Backfill	204060				-	0%	204,060.00
164	Lift Station Upgrades / Equipment	245100				-	0%	245,100.00
165	Electrical	48840				-	0%	48,840.00
166	MA-2 - Lift Station 3					-		-
167	Excavation / Backfill	256500				-	0%	256,500.00
168	Lift Station Upgrades / Equipment	359100				-	0%	359,100.00
169	Electrical	54400				-	0%	54,400.00
170	MA-3 - Lift Station 8					-		-
171	Excavation / Backfill	236493				-	0%	236,493.00
172	Lift Station Upgrades / Equipment	373350				-	0%	373,350.00
173	Electrical	55157				-	0%	55,157.00
174	MA-4 - Lift Station 10					-		-
175	Excavation / Backfill	59,400.00				-	0%	59,400.00
176	Chemical Tank / Equipment	102,600.00				-	0%	102,600.00
177	Electrical	6,900.00				-	0%	6,900.00
178	Value Engineering	156,100.00				-	0%	156,100.00
179	MA-5 - Lift Station Upgrades SCADA					-		-
180	Controls / Equipment	188,000.00				-	0%	188,000.00
181						-		-
182						-		-
183						-		-
184						-		-
185						-		-
186						-		-
Original Contract Totals		\$ 24,293,749.00	\$ -	\$ 625,200.00	\$ -	\$ 625,200.00	3%	\$ 23,668,549.00

SRF Disbursement Request Form

Section 8, Item a.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	6
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):	IFA Closing Services related to previously closed SRF Loans				
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:		\$	28,265,000		
Total Amount of Previous Disbursements:		\$	1,549,240		
Balance Available After this Disbursement:		\$	26,714,441		
Amount to Contractor for this Request:		\$	1,319		
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Bose McKinney & Evans LLP	DUNS #:	072072861		
Mailing address:	111 Monument Circle, Suite 2700				
City:	Indianapolis	State:	IN	ZIP Code:	46204
Wiring Information:					
Bank Name:	BMO Harris Bank	Bank Routing Number:	071000288		
Account Name:	Bose McKinney & Evans LLP	Account Number:	010075193		
Retainage Amount for this Request:		\$	0.00		
Participant requests that the retainage amount be held by SRF:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:		\$	1,319		
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:		Date:			
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$

Revised on Feb. 7, 2019

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

Cullen E. Cochran

Direct Dial: (317) 684-5295
Fax: (317) 223-0295
E-Mail: CCochran@boselaw.com

May 30, 2024

VIA E-MAIL: JEFF.ROWE@BAKERTILLY.COM

Jeffrey P. Rowe, CPA
Partner
Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Suite 300
Indianapolis, Indiana 46240

Re: Town of Bristol, Indiana – Wastewater (“Participant”); Invoice related to Participant’s SRF Loans (File No. 36435-18)

I am enclosing my billing statement to be paid by the Participant. This statement is being submitted to cover time incurred on behalf of Indiana Finance Authority related to the previously closed Authority’s State Revolving Fund loans. Please submit it to the community for payment as part of the SRF loan.

Thank you for your assistance. Should you have any questions or comments, please feel free to give me a call.

Sincerely,



Cullen E. Cochran

CEC/kat
Enclosure

4779987

111 Monument Circle, Suite 2700 | Indianapolis, Indiana 46204 | (317) 684-5000 | (317) 684-5173 (fax) | www.boselaw.com

Bose McKinney & Evans LLP is a member of Mackrell International, a network of independent law firms from more than 60 countries.

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

Baker Tilly Municipal Advisors, LLC
Attn: Jeffrey P. Rowe, CPA, Partner
112 IronWorks Ave.
Mishawaka, IN 46544

May 30, 2024
Invoice No. 881292
Client Matter No. 036435-0018

Matter: Town of Bristol Wastewater

<u>Date</u>	<u>Professional</u>	<u>Hours</u>	<u>Narrative</u>
05/20/24	C. Cochran	1.00	Draft FAA and direction letter; communications w/ SRF regarding project description.
05/21/24	C. Cochran	0.50	Finalize FAA and Direction Letter; communications regarding the same.
05/24/24	C. Cochran	0.20	Communications with bond counsel regarding transcript.
05/29/24	M. Clary	1.00	Attend to closing matters.

Sub-Total Fees: 1,319.00

TOTAL CURRENT BILLING: \$ 1,319.00

**BOSE
McKINNEY
& EVANS LLP**
ATTORNEYS AT LAW

Baker Tilly Municipal Advisors, LLC
Attn: Jeffrey P. Rowe, CPA, Partner
112 IronWorks Ave.
Mishawaka, IN 46544

May 30, 2024
Invoice No. 881292
Client Matter No. 036435-0018

REMITTANCE COPY

Matter: Town of Bristol Wastewater

Current Billing:	\$	1,319.00
Prior Outstanding Invoices:		0.00
Total Amount Due:	\$	<u>1,319.00</u>

PAYMENT OPTIONS:

WIRE AND ACH INSTRUCTIONS:

Bank: BMO Harris Bank
ABA No.: 071000288
Beneficiary: Bose McKinney & Evans LLP
Account No.: 010075193
Swift Code: HATRUS44

**Please reference Invoice number and Client Matter number on your payment
Invoice questions: Contact Betsy Moore at (317) 684-5140 or bmoore@boselaw.com**

TASK ORDER

Section 8, Item a.

This is CEI Task Order No. 2024-02, consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: _____
- B. Owner: Town of Bristol
- C. Engineer: Commonwealth Engineers, Inc.
- D. Specific Project (title): WWTP Improvements (S22145)
- E. Specific Project (description): The project includes but is not limited to selective demolition of the existing wastewater treatment plant and construction of a new 0.75 MGD wastewater treatment plant including new influent lift station, headworks structure, Sequencing Batch Reactors, UV disinfection, effluent flow and post aeration structure, new outfall, aerated sludge holding tank improvements, new water service, new chemical feed system, together with all related civil, site, structural, architectural, mechanical, electrical and instrumentation. In addition, the project includes collection system upgrades including replacement of Lift Stations 1, 3, and 8; upgrades to Lift Station 10, and system-wide SCADA upgrades to several lift stations.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - as follows: as specified in the attached letter dated June 27, 2024.

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Other Services

Engineer shall also provide the following services: as per the attached letter dated June 27, 2024.

- D. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

as follows: as per the attached letter dated June 27, 2024.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: N/A

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Phase</u>	<u>Schedule</u>
Construction	Within <u>21</u> months of the Effective Date of the Task Order.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation (Lump Sum or Hourly Rates)
1) Basic Services (Part 1 of Exhibit A)		
a. Resident Project Representative Services* (A1.05.A.2).	\$300,000.00	Hourly
b. Additional Construction Engineering	\$70,000.00	Hourly
2) Additional Services		
a. Labor Standards Monitoring	\$70,000.00	Hourly
TOTAL COMPENSATION	\$440,000.00	

* Based on a 21-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: N/A

8. Other Modifications to Agreement and Exhibits:

a. Article 8.05, "Engineer's Certifications", of the Agreement is hereby amended to include the following:

"B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

C. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran."

9. Attachments:

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2024 – June 30, 2025.
- Letter dated June 27, 2024.

10. Other Documents Incorporated by Reference: Exhibit A, Exhibit C, Exhibit D.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:
Town of Bristol

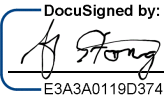
By: _____

Print Name: Mike Yoder

Title: Town Manager

Date: _____

ENGINEER:
COMMONWEALTH ENGINEERS, INC.

By:  _____
E3A3A0119D374E3...

Print Name: Albert C. Stong, P.E.

Title: President / Project Manager

Date: 7/30/2024

Engineer License or Firm's
Certificate No. (if required): 10201336

State of: Indiana

Attest:

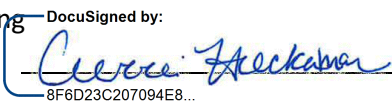
By: _____

Title: _____

Attest:

By:  _____
51D839AD8BB648A...

Title: Partner / Project Manager

CFO/Accounting
Approval:  _____
8F6D23C207094E8...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Andrew M. Robarge, P.E.

Title: Partner / Project Manager

Address: 19 North Court Street

Crown Point, IN 46307

E-Mail Address: arobarge@contactcei.com

Phone: (219) 900-9177

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2024 – June 30, 2025

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 120.77	Environmental Scientist II	\$ 36.98
Principal II	\$ 110.81	Environmental Scientist I	\$ 33.31
Principal I	\$ 101.29		
		Construction Manager	\$ 63.38
Project Manager IV	\$ 100.25		
Project Manager III	\$ 93.79	Resident Project Representative IV	\$ 50.02
Project Manager II	\$ 76.49	Resident Project Representative III	\$ 41.79
Project Manager I	\$ 68.86	Resident Project Representative II	\$ 37.72
		Resident Project Representative I	\$ 33.64
Senior Electrical Engineer	\$ 93.79		
		Clerical III	\$ 41.80
Senior Process Engineer	\$ 82.97	Clerical II	\$ 31.45
		Clerical I	\$ 23.07
Project Engineer IV	\$ 77.87		
Project Engineer III	\$ 62.41	Reproduction Processor	\$ 28.84
Project Engineer II	\$ 58.82		
Project Engineer I	\$ 54.54	Trainee	\$ 22.41
Engineering Intern III	\$ 48.48	CADD Specialist IV	\$ 47.43
Engineering Intern II	\$ 45.59	CADD Specialist III	\$ 43.09
Engineering Intern I	\$ 41.12	CADD Specialist II	\$ 36.85
		CADD Specialist I	\$ 29.51
Designer IV	\$ 60.37		
Designer III	\$ 55.28	Chief Technology Officer	\$ 70.17
Designer II	\$ 49.88	IT Tech	\$ 32.92
Designer I	\$ 40.26	Multimedia Coordinator	\$ 55.69
Operations Specialist	\$ 49.10	Survey Manager	\$ 64.58
		Surveyor	\$ 50.86
		Project Surveyor	\$ 45.69
		Field Technician	\$ 38.87
Environmental Compliance Manager	\$ 59.51		
Compliance Specialist	\$ 33.31	Grants Manager	\$ 63.49

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 55.0437% and 87.1271% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3365 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants: Actual Costs, plus 15% profit.

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.

June 27, 2024

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

**RE: Proposal for Engineering Services
Wastewater Treatment Plant Improvements Project
Construction Engineering – Resident Project Representative Services Amendment**

Dear Mr. Yoder:

The Town of Bristol recently closed on funding for Wastewater Improvements with the Indiana Finance Authority State Revolving Loan Fund. During initial planning for the project, we had originally pursued funding via USDA Rural Development as they originally provided a grant for the Wastewater Preliminary Engineering Report. The revised source of funding requires labor standards to be performed for the project in order to comply with funding agency requirements. During design we significantly expanded the scope and during bidding we also extended the period for construction per the request of bidding contractors and in discussion with the Town to provide sufficient time to properly sequence and complete the required work. For these reasons, I am writing to request an amendment to our prior Contract to account for these adjustments.

AMENDED SCOPE OF WORK

Commonwealth proposes the following professional services for this project:

- Construction Engineering (Hourly): The ENGINEER shall assist the OWNER during the construction of the Project. It is assumed that the ENGINEER (b) will take the lead on reviewing show drawings and requests for information, and (c) will review and recommend the Contractor's quantities and pay requests. Prepare for and attend the pre-construction meeting. Receive, review, and determine acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Estimated Payments. Perform site visits to observe construction progress on an as needed basis. Prepare change orders and work directives. Provide Contractor created record drawings for the Project.
- Resident Project Representative (RPR)(Hourly): The RPR will act as the Engineer's Site representative and observe the Contractor's work and perform field checks of materials and equipment. The RPR will serve as a liaison between Engineer and Contractor and review Contractor's work on a full-time basis and maintain records of construction progress and any deviations from construction plans and review project for completion, review payment requests, and participate in visits to determine substantial and final completion. The RPR

Mike Yoder, Town Manager
June 27, 2024
Page 2 of 3

budget is based on a 12-month construction period where the RPR will be on-site five (5) days a week overseeing the Contractor's work.

- Labor Standards Monitoring (Hourly): Receive and evaluate payroll and other data submitted by the Contractor to ensure Davis Bacon wage requirements are being met during the course of construction.

FEE

Commonwealth proposes to perform the above scope of work for the fees indicated below. Some fees are proposed as lump sum and sum as hourly. These are broken down as follows:

Lump Sum Services:

N/A

Total all Lump Sum Services \$0

Hourly Services:

Labor Standards Monitoring	\$70,000 (Hourly)
Additional Construction Engineering	\$70,000 (Hourly)
Resident Project Representative	\$300,000 (Hourly)
<i>Total all Hourly Services</i>	<i>\$440,000</i>

Commonwealth is providing a detailed breakdown of the hours under each labor category required for this project as an attachment to this proposal. This breakdown shows how the above fees were determined.

Mike Yoder, Town Manager
June 27, 2024
Page 3 of 3

OPTIONAL ADDITIONAL SERVICES:

Upon separate written authorization by OWNER and negotiated fees, ENGINEER can provide the following additional services:

- Pavement Cores
- Subsurface Utility Engineering
- Wetland Mitigation and/or Restoration Plans
- Additional Workshops, Meetings, or Site Visits
- Conformed to Contract Drawings
- Post Construction Monitoring
- Phase 1 Environmental Assessment
- Archaeological Assessment and Monitoring During Construction
- Contaminated Soil Testing and/or Groundwater Monitoring
- Wetland Delineation and Tree Inventory

SCHEDULE:

Commonwealth proposes to complete the above scope of work from receipt of written Notice to Proceed (NTP) from the Town of Bristol.

Construction..... ~21 Months

We look forward to completing the Town of Bristol’s Wastewater Treatment Plant Improvements project. Please reach out to us with any questions you may have regarding this proposal.

Sincerely,

COMMONWEALTH ENGINEERS, INC.

Andrew M. Robarge, P.E.

Cc

Enclosure

Bristol Police Department
July 2024

Traffic Enforcement:	Citations:	24
	Warnings:	26
Calls for Service:		265
Calls:		178
Vehicle Crashes:	Property Damage:	7
	Personal Injury:	1
	Fatal:	0
	Leaving Scene:	0
Criminal Enforcement:	Cases Taken:	32
	Cases closed by arrest:	2
	OWI: 1 Felony:	0
	Poss. Drugs and/or Paraphernalia:	3
Impounded Vehicles:		6
Miles Driven:		7,473

Criminal Enforcement: In July we took 32 cases and 2 of those were closed by immediate arrest. One OWI arrest, 3 possession marijuana, 1 burglary, 1 criminal recklessness, 1 criminal mischief, 1 fraud, 1 OWI, 1 residential entry and 1 warrant arrests. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In July officers investigated 8 vehicle crashes of these 1 resulted in personal injury. Officers issued 24 traffic citations, addressing speed, signal and sign violations. There were 2 of our citations that were for driving while license suspended or never receiving a license. They also issued 26 written warning tickets. As always, please

drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

Public Relations

The Bristol Police Department would like to thank everyone who contributed to making the 2024 Bristol Homecoming a success. There were no major incidents during homecoming which made it more enjoyable for everyone. We would like to thank all the volunteers who came to help with traffic control during this event. We appreciate you!

Please report any suspicious activity when you see it. Our continued work together can only make our community better and safer. Our thanks to all for your continued support and cooperation.

Together we can make a better community

Respectfully,
Stephen M. Priem, Marshal

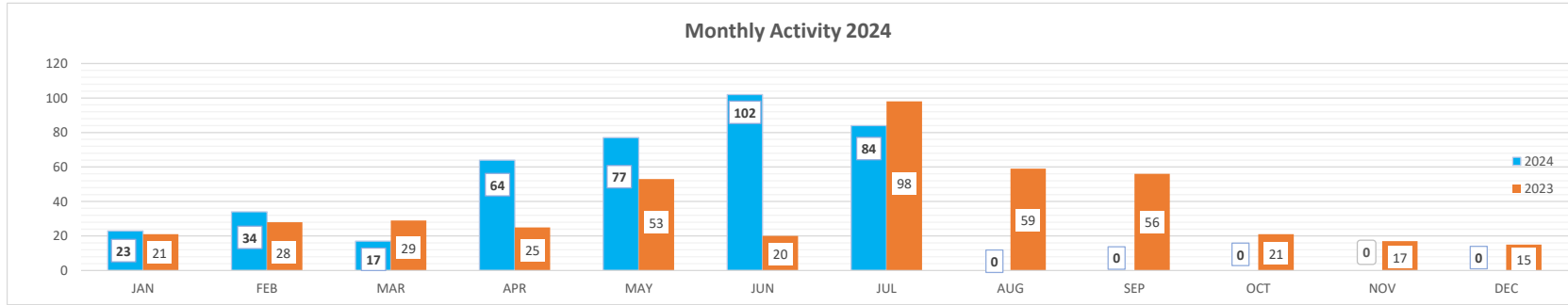
Code Enforcement Dashboard 2024

Section 10, Item b.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2024	2023	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Abandoned & Junk Vehicles (Property)	0	3	0	2	1	0	0	0	0	0	0	0	6	18	5	0	0	0	6	0	0
Abandoned & Junk Vehicles (Street)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Animals	1	3	0	0	2	0	2	0	0	0	0	0	8	11	8	0	0	0	7	1	1
Bicycles & foot scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High Grass	0	0	0	14	37	40	26	0	0	0	0	0	117	144	117	0	0	0	114	0	3
Illegal Parking	11	20	8	18	14	27	34	0	0	0	0	0	132	140	132	0	0	0	130	0	2
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Litter & Dumping	0	0	0	0	0	0	2	0	0	0	0	0	2	23	2	1	0	0	2	0	0
Loud Noise or disturbing the peace	1	0	0	1	1	0	0	0	0	0	0	0	3	2	3	0	0	0	2	1	0
Nuisance issues	0	2	5	4	1	2	0	0	0	0	0	0	14	26	14	0	0	0	11	3	0
Snowmobiles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snow and Ice from sidewalk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs and devices	2	0	3	21	15	28	8	0	0	0	0	0	77	35	77	0	0	0	77	0	0
Trash on property	2	2	0	2	0	3	3	0	0	0	0	0	12	3	12	1	0	0	11	0	1
Trees & Bushes	0	1	0	0	6	0	1	0	0	0	0	0	8	6	8	0	0	0	8	0	0
Weeds & Rank Vegetation	0	0	0	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	1	0	0
Vehicles for sale on grass	1	0	1	0	0	0	0	0	0	0	0	0	2	9	2	0	0	0	2	0	0
Other	5	3	0	2	0	2	7	0	0	0	0	0	19	22	19	0	0	0	18	1	0
TOTAL	23	34	17	64	77	102	84	0	0	0	0	0	401	442	400	2	0	0	389	6	7

Citizens' complaints	6	4	2	6	11	3	10	0	0	0	0	0	42
Code enforcement officer	17	30	15	58	65	99	74	0	0	0	0	0	358

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Chicken Permits Issued	0	0	0	1	0	0	0	0	0	0	0	0	1



2023 21 28 29 25 53 20 98 59 56 21 17 15



BRISTOL FIRE DEPARTMENT

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



Section 11, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

July 2024 Operations Report:

We responded to 110 calls in July.

We had 466 responses in July.

Staffing:

We are short 1 Fulltime Firefighter/EMT.

We are short 1 Fulltime Firefighter/Paramedic.

We have 1 Fulltime Firefighter/EMT that has accepted a conditional offer from Elkhart city fire dept.

This means by October we could be down 3 Fulltime Staff members.

Additional:

Friday August 16th we will be participating in the Crossroads United Way cardboard boat race. The event goes from 1100 till 1700, last year we took first place and we are hoping to do so again this year.

We are looking forward to the car show in Congdon park this Saturday August 17th

We are looking forward to the corndog festival in September as well

Thank you,
Nicholas J.A. Kantz
Fire Chief

Filter statement

Filters Alarm Date Range 7/1/24 to 7/31/24

Total Incidents & False Alarms

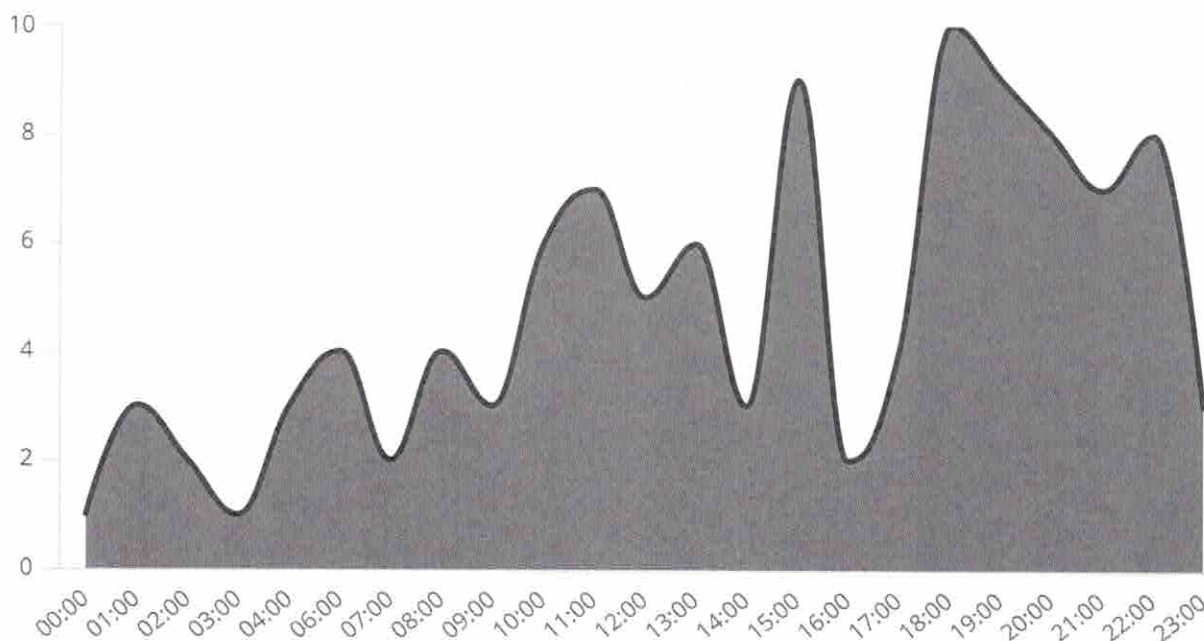
Total Incidents w/false alarms included

110

Percent of Incidents with False Alarm

Percent of False Alarm Calls
7.27%

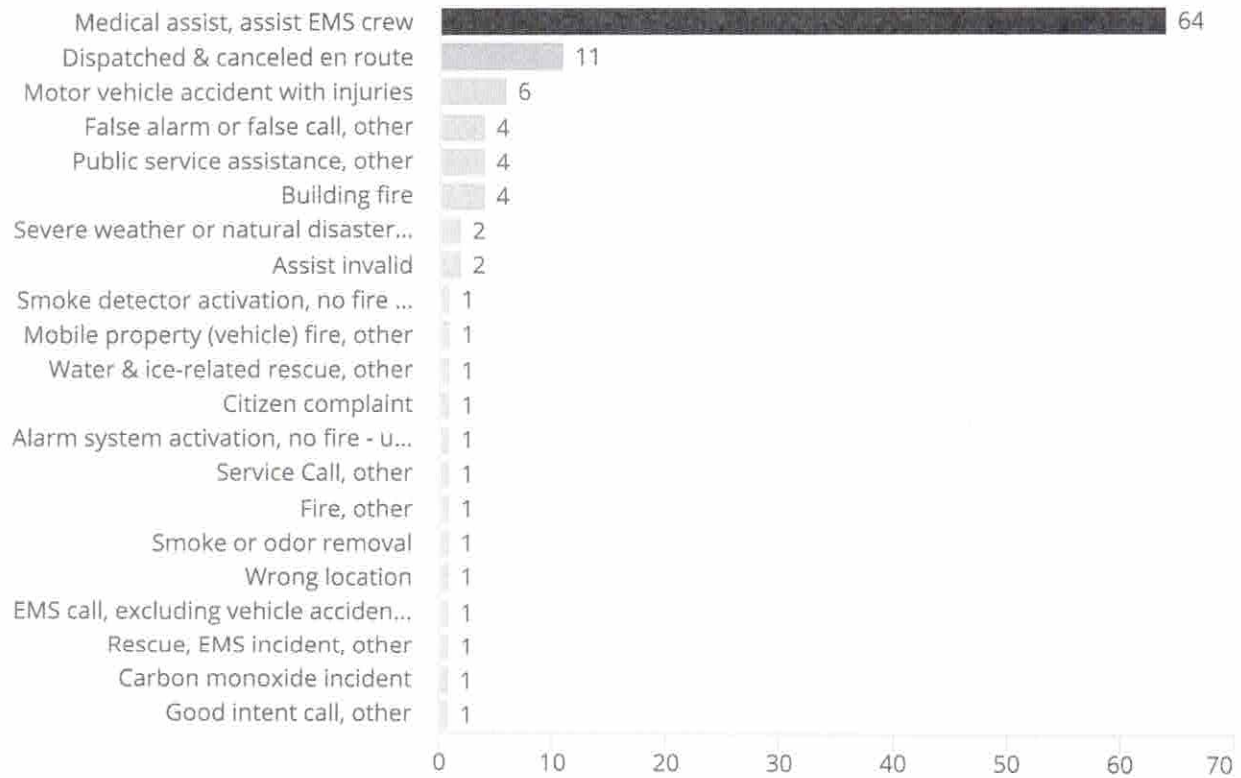
Incidents over Time



Filter statement

Filters **Alarm Date Range** 7/1/24 to 7/31/24

Breakdown of False Alarm Incidents by Type



Total Number of Incidents

of unique Incident Number

110

ORDINANCE NO. 08/15/2024-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AMENDING SECTIONS OF TITLE V OF THE CODE OF ORDINANCES FOR THE TOWN OF BRISTOL, INDIANA

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 owns and operates municipal water and sewer works, and storm water systems (collectively the “Utilities”) for the benefit of the residents and industries of the Town; and

WHEREAS, Indiana Code authorizes the Town to exercise powers to regulate the furnishing of water to the public; establish, maintain, and operate waterworks; and regulate the furnishing of the service of collecting, processing, and disposing of waste substances and domestic or sanitary sewage within four (4) miles of the Town’s corporate boundaries; and

WHEREAS, Title V of the Code of Ordinances for the Town (the “Code”) concerns Town utilities and the provision and regulation of the Utilities; and

WHEREAS, the Council has seen fit to update and amend certain provisions of the Code for the benefit of the Utilities and the residents and industries of the Town.

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

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

Section 2. As of the effective date of this Ordinance, Section 50.03 of the Code, entitled “Authority to Regulate the Disposal of Sanitary Sewage,” shall be amended to include a new subsection “(C)” as follows:

“(C) Pursuant to and in compliance with Indiana and/or federal law, the Town may:

(1) Develop and enforce specific limits on prohibited substances;

(2) Enter the premises of any Industrial User to conduct inspections, surveillance, record review and/or monitoring, as necessary to determine compliance with this title and, if applicable, any effective industrial wastewater pretreatment permit;

(3) Accept or deny any new or increased discharges from any indirect discharger;

(4) Immediately halt or prevent any discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of the public, the environment, and/or which threatens to interfere with the operation of the POTW;

(5) Require compliance with all applicable pretreatment standards and requirements by indirect dischargers;

(6) Impose fees, if necessary, to offset the cost incurred by the Town for administering the pretreatment program requirements established in the POTW IDEM permit.”

Section 3. As of the effective date of this Ordinance, Section 50.43 of the Code, entitled “Administrative Fines,” shall be amended and replaced in its entirety as follows:

“When the Director finds that a user has violated, or continues to violate, any provision of this title, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Director may request the Town Manager to fine the user in an amount not more than \$2,500 per day, per violation for a first violation nor more than \$7,500 per day, per violation for subsequent violations, in accordance with I.C. 36-1-3-8(a)(10)(B). The Director will follow the developed Enforcement Response Plan to provide consistent enforcement responses and fines for similar violations and circumstance for IWP permits.”

Section 4. As of the effective date of this Ordinance, Section 52.004 of the Code, entitled “Specific Prohibitions,” subsection (A)(5), shall be amended to replace “140 degrees F (60 degrees C)” with “104 degrees F (40 degrees C)”.

Section 5. As of the effective date of this Ordinance, Section 53.03 of the Code, entitled “Definitions,” shall be amended to include the following definition to be codified in alphabetical order:

“INDUSTRIAL WASTEWATER PRETREATMENT (“IWP”). Industrial Wastewater Pretreatment is the process of removing pollutants from industrial wastewater before it is released into a municipal sewer system or domestic wastewater treatment facility.”

Section 6. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 7. All ordinances and parts of ordinances, and all Titles, Chapters and/or Sections of the Bristol Code of Ordinances that conflict with the provisions contained herein are hereby specifically repealed as of the effective date of this Ordinance.

Section 8. If any portion on this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 9. This Ordinance shall be in full force and effect from and after its adoption in accordance with Indiana Law, and upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2024.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

RESOLUTION NO. 8/15/2024-7

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

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

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

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

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

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

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

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

Section 2. The Fiscal Plan is hereby approved and adopted for the Annexation Territory.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA THIS
15th DAY OF AUGUST, 2024.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

KD_15503125_1.docx

EXHIBIT A
FISCAL PLAN
(To be attached)

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

Mottville Road Annexation

August 14, 2024

Prepared by:



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INTRODUCTION

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

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

INTRODUCTION

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

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

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

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

AREA DESCRIPTION

A. Location, Area Size and Contiguity

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

The Annexation Area is approximately 39 acres. The perimeter boundary of the Annexation Area is more than 25% contiguous to the existing corporate boundaries of the Town.

B. Current Land Use

The Annexation Area consists of vacant and agricultural land.

C. Zoning

Existing Zoning: Residential (R-1) and Agricultural (A-1)

Proposed Zoning: Residential (R-1) and Manufacturing (M-1)

D. Current Population

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

E. Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$244,067. This represents the net assessed value as of January 1, 2023 for taxes payable 2024.

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

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

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

B. Police Protection

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

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

C. Fire Protection

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

D. Emergency Medical Services

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

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

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

F. Storm Drainage

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

G. Parks

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

H. Governmental Administrative Services

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

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

- Town Council
- Town Manager
- Clerk Treasurer

CAPITAL IMPROVEMENTS**A. Cost of Services**

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

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

B. Water Service

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

C. Wastewater Service

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

CAPITAL IMPROVEMENTS

D. Storm Water and Drainage

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

E. Street Construction

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

SECTION IV

FISCAL IMPACT

As a result of this annexation, based on assessed values of the Annexation Area as of January 1, 2023, the net assessed value for the Town is anticipated to increase by \$229,400 to \$306,877,703. This represents an increase of approximately 0.07%. The net impact of increasing the Town's net assessed value will result in additional property tax revenues to the Town, which may be used to offset the cost of providing services to the Annexation Area.

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

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

It is anticipated that the Town will realize an increase in its levy of approximately \$1,679 (\$1,596 net of circuit breaker) as a result of the annexation. However, the percentage increase in the levy will not exceed the percentage increase in the Town's assessed value; therefore; there is not anticipated to be a tax rate increase as a direct result of this annexation. If there is a shortfall in revenue from the annexation, the services described in this plan can be provided using funds on hand.

Based on the assumed annual growth factors noted on page 10, the additional levy will be approximately \$1,751 (\$1,668 net of circuit breaker) in 2027, \$1,814 (\$1,731 net of circuit breaker) in 2028, and \$1,887 (\$1,804 net of circuit breaker) in 2029. The impact to other taxing units in the district will be as follows:

County	\$	36
Township		1
Town		83
School		82
Library		<u>4</u>
Total	\$	<u><u>206</u></u>

SECTION V

ASSUMED INDEBTEDNESS

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

Washington Township currently has no outstanding debt.

Appendix I

TOWN OF BRISTOL, INDIANA

Mottville Road Annexation

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT

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

<u>Assessment Year</u>	<u>Estimated Net Assessed Value of Annex. Area</u>	<u>Estimated Net Assessed Value of Town</u>	<u>Total Est. Net Assessed Value of Town</u>	<u>Est. Property Tax Levy of Town</u>	<u>Total Est. Property Tax Rate</u>
	(1)	(2)	(3)	(4),(5)	(6)
2023 Pay 2024	N/A	\$278,139,050	\$278,139,050	\$2,563,052	\$0.9215
2024 Pay 2025	N/A	292,046,003	292,046,003	2,658,109	0.9102
2025 Pay 2026	\$229,400	306,648,303	306,877,703	2,777,157	0.9050
2026 Pay 2027	229,400	321,980,718	322,210,118	2,888,123	0.8963
2027 Pay 2028	229,400	338,079,754	338,309,154	2,986,374	0.8827
2028 Pay 2029	229,400	354,983,742	355,213,142	3,098,659	0.8723

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

TOWN OF BRISTOL, INDIANA

Mottville Road Annexation

PARCEL LIST

<u>Parcel ID</u>	<u>Owner</u>	<u>'23 Pay '24 Net Assessed Value</u>	<u>Remonstrance Waiver</u>
20-03-23-177-002.000-030	AWT, Inc.	\$229,400	No
20-03-23-326-002.000-031	Lux Property Corporation	14,667 *	No
20-03-23-177-001.000-030	Lux Property Corporation	16,700	No
	Total	<u>\$244,067</u>	

*Based on the annexation of the portion of the parcel that wasn't already part of corporate limits.

Appendix II

LEGAL DESCRIPTION

All that part of the following described tract of land lying North of the South line of the Northwest quarter and East of the West line of the East half of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, State of Indiana.

DR 2005-32086

Part of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, State of Indiana, described as follows: Commencing at the southeast corner of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 23; thence Westwardly along the south line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 23 a distance of 12.29 Chains to the center of the Bristol-Mottville Road (State Road 15); thence Southwestwardly along the centerline of said Road a distance of 3.73 chains to its intersection with the southerly line of land conveyed to Richard P. & Evelyn G. Schamehorn in DR 193, pg. 463, being the southeast corner of land conveyed to Thomas M. & Stacey B. Nickel in DR 92-029475, said point also being on the easterly extension of the northerly line of Lots 4 and 5 as shown on the plat of Happer's Acres; thence on an assumed bearing of North 36 degrees 09 minutes 30 seconds East along the centerline of said Road a distance of 125.78 feet (Deed: 125.94 feet) to a masonry nail at the northeasterly corner of said Nickel land, said nail being the place of beginning of this description; thence North 53 degrees 50 minutes 30 seconds West along the northerly line of said Nickel land a distance of 300 feet to an iron stake at the northwesterly corner of said Nickel land; thence South 36 degrees 09 minutes 30 seconds West along the westerly line of said Nickel land a distance of 270.19 feet (Deed: 270.35 feet) to an iron stake on the southerly line of said Schamehorn land, said stake being the southwest corner of said Nickel land; thence North 79 degrees 37 minutes West along the southerly line of said Schamehorn land and along the northerly line of said Lots 4 and 5 in Happer's Acres and said

line extended a distance of 1,116 feet more or less to the easterly water's edge of the St. Joseph River; thence meandering Northwardly along the easterly water's edge of said River to a point on the south line of the Indiana East-West Toll Road, said point being 150 feet (measured at right angles) southerly of the centerline of said Toll Road; thence South 77 degrees 03 minutes 20 seconds East along the southerly line of said Toll Road a distance of 399 feet more or less to the point of T.S. of said Toll Road; thence Eastwardly along the spiral, along the southerly 150' right-of-way line of said Toll Road to a chord distance of South 77 degrees 23 minutes 30 seconds East 202.62 feet to the point of S.C. of said spiral; thence Eastwardly along a curve to the left, along the southerly 150' right-of way line of said Toll Road (R = 5879.58 feet) a distance of 520.37 feet (chord: South 80 degrees 35 minutes 30 seconds East 520.20 feet) to an iron stake on the southerly line of land conveyed to Mary Ellen Koons in DR 303, pg. 263; thence South 53 degrees 50 minutes 30 seconds East along the southerly line of said Koon's land a distance of 1,296.10 feet to a masonry nail on the centerline of said Road, said nail being the southmost corner of said Koon's land; thence South 36 degrees 09 minutes 30 seconds West along the centerline of said State Road a distance of 1,217.94 feet to a masonry nail; thence North 53 degrees 50 minutes 30 seconds West a distance of 50 feet to an iron stake on the westerly 50' right-of-way line of said Road; thence South 36 degrees 09 minutes 30 seconds West along the westerly 50' right-of-way line of said road a distance of 165 feet to an iron stake; thence South 53 degrees 50 minutes 30 seconds East a distance of 50 feet to a masonry nail on the centerline of said Road; thence South 36 degrees 09 minutes 30 seconds West along the centerline of said Road a distance of 325.89 feet to the place of beginning of this description.

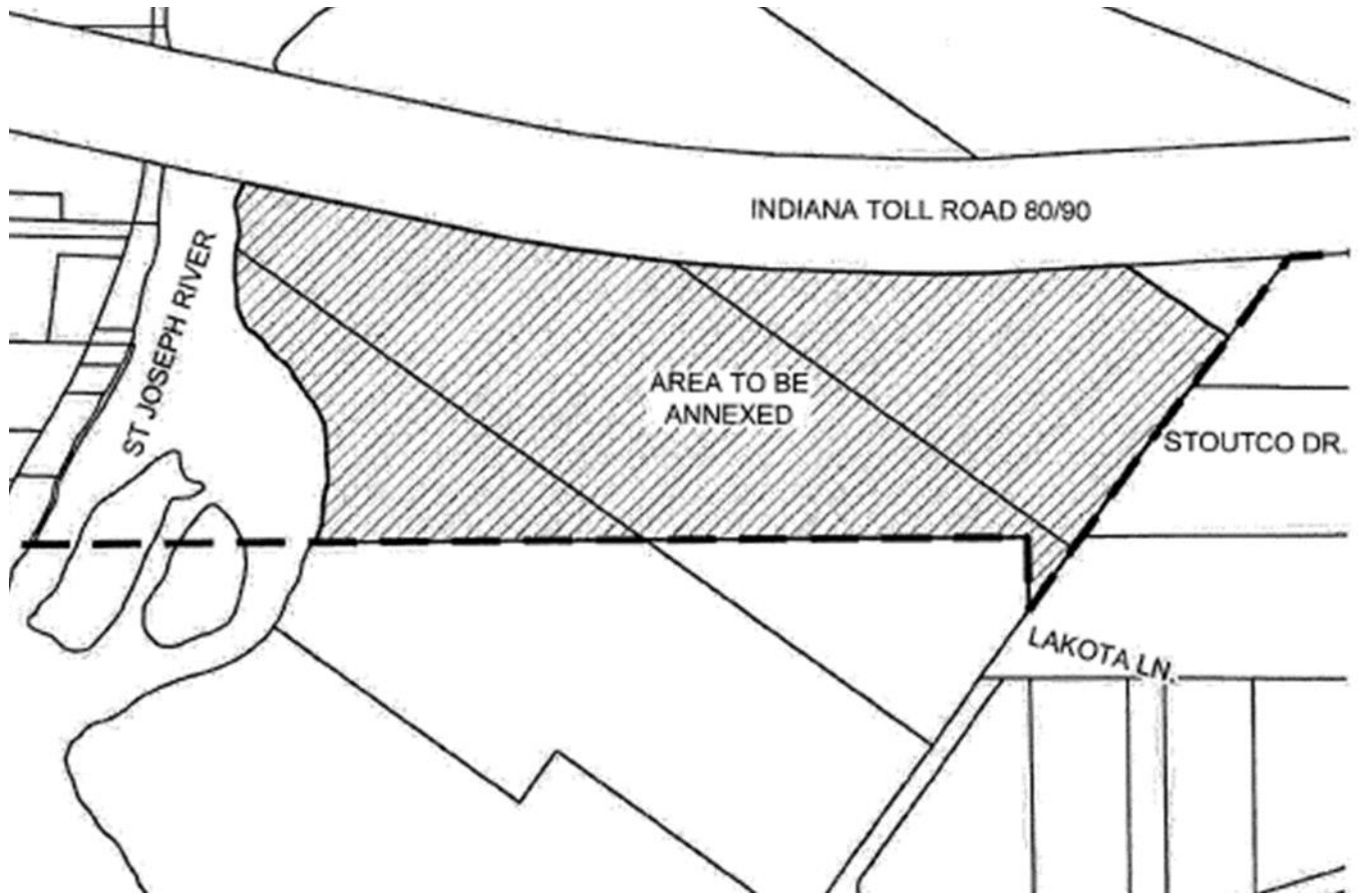
DR 2006-03507

A part of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, more particularly described as follows: Beginning in the center of the Bristol and Mottville Roads at the Northeasterly corner of land owned by Elmer B. Foreman and Louise M. Foreman as shown in Elkhart County Deed Record 175, page 516 (said corner being described as 12.29 chains West and 33.845 chains North 37 degrees East of the Southeast corner of the North Half of the Southwest Quarter of said Section 23; thence Southwesterly along the centerline of said Road 15 feet to the beginning point of this description; thence North 53 degrees West parallel with the North line of said Foreman land to the South line of the Indiana East-West Toll Road; thence Westerly along the South line of the Indiana East-West Toll Road; thence Westerly along the South line of said Toll Road to the Southwest property line of the said Foreman land (described in Deed Record 175, page 516); thence Southeasterly along the Southwesterly line of the said Foreman tract to the Southeasterly corner of said tract, being the centerline of the Bristol and Mottville Road; thence Northeasterly along the centerline of said Bristol Mottville Road to the place of beginning.

Containing 38 acres more or less

Subject to survey

MAP OF THE ANNEXATION TERRITORY



ORDINANCE NO. 8/15/2024-19

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 three (3) parcels along State Road 15, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-23-326-002.000-031, 20-03-23-177.001-000-030, and 20-03-23-177-002.000-030, consisting of approximately 38 acres (the “Annexation Territory”), be annexed by the Town; and

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

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

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

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

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

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

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

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

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

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 15th DAY OF AUGUST, 2024.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

Prepared by and return after recording to:

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

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

EXHIBIT A

LEGAL DESCRIPTION

All that part of the following described tract of land lying North of the South line of the Northwest quarter and East of the West line of the East half of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, State of Indiana.

DR 2005-32086

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DR 2006-03507

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EXHIBIT B

MAP OF THE ANNEXATION TERRITORY

