



# DECEMBER 7, 2023 TOWN COUNCIL REGULAR MEETING

Thursday, December 07, 2023 at 7:00 PM  
Council Chambers – Bristol Municipal Complex and Via Zoom

## AGENDA

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This meeting can be accessed via Zoom. Virtual attendance for the public is encouraged however, the Bristol Municipal Complex is open for in-person participation.

### JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=ZkJGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

Dial in to 312-626-6799 / Meeting ID: 201 166 7863 / Passcode: 1czEDo

Call in any time after 6:30 / meeting will begin at 7:00PM

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

a. Approval of meeting minutes from October 19, November 2, 14 and 16, 2023

7. PRIVILEGE OF THE FLOOR (AKA Public Comment)

a. Please state your name and address

### REPORTS

8. ASSISTANT TOWN MANAGER

[a.](#) Pay Application No 1 - Chaptoula Street repairs

Stormwater and Local Road and Street funds

[b.](#) Eliminating the current COVID-19 policy/guidelines

c. Council consideration on adding a day for personal leave time.

[d.](#) Approve Pay 5 to Niblock. Retainage , RR crossing project is complete and final inspection completed \$ 45,524.30

9. CLERK-TREASURER

**a.** FINAL reading Amended 2023 Salary Ordinance 12/07/2023-29

This amendment is to add our new Street superintendent, Eric Funkhouser

**b.** 2024 Salary Ordinance 12.07.2023 - 30

This salary ordinance will also have the change for the 5 days of personal time leave vs 4 days off.

**c.** Motion to approve the 2024 calendar for Council Meetings and work sessions

**d.** Notification of excess levy appeal awarded \$145,513

**10. TOWN MARSHAL**

**11. TOWN ATTORNEY**

**a.** Voluntary Annexation ordinance 12/21/2023-31 first reading

Public Hearing

**b.** CTI commercial drive variance request ( see packet materials for Town Manager

comments) Following review of the site plans by JPR,

Town Manager's recommended actions 1) approve commercial drive variance as a minor

variance, 2) waive the \$200 variance application fee, and 3) approve site plan with comments.

**c.** MOU with St Joe River Basin to use Monsanto settlement funds to fund water monitoring on St Joe or Little Elkhart River

**d.** Accept donation of easement for new lift station on Commerce drive

**e.** Resolution 12-07-2027-28 approving acquisition by eminent domain

**12. NEW BUSINESS**

**13. TOWN COUNCIL DISCUSSION ITEMS**

**a.** Doug DeSmith

**b.** Andrew Medford

**c.** Cathy Burke

**d.** Gregg Tuholski

**e.** Jeff Beachy

**NEXT MEETINGS:**

**December 19 work session. Review new Right of way acquisition request with Ken Jones Sr, Town Manager update on residential and commercial growth in 2024**

**December 21 Council meeting**

**14. MOTION TO ADJOURN**

To(OWNER): Town of Bristol  
PO Box 122  
Bristol, IN 46507

Project: Chaptoula Street Repairs  
Chaptoula Street  
Bristol, IN 46507

Application No: 1  
Invoice No: 10920  
Invoice Date: 11/20/2023  
Terms: Net 30  
Due Date: 12/20/2023  
Period To: 11/20/2023  
Project No: 23142  
Contract Date: 9/15/2023

Page 1  
Section 8, Item a.

From: Niblock Excavating  
PO Box 211  
Bristol, IN 46507  
(574) 848-4437

Via(Architect/  
Engineer)

For: BRI300

Contract sum.....	22,015.00
Completed to date.....	21,895.00
Retainage.....	0.00
Total earned less retainage.....	21,895.00
Previous billings.....	0.00
Current payment due.....	21,895.00
Sales tax.....	0.00
Total due.....	21,895.00

To(OWNER): Town of Bristol  
 PO Box 122  
 Bristol, IN 46507

Project: Chaptoula Street Repairs  
 Chaptoula Street  
 Bristol, IN 46507

Application No: 1  
 Invoice No: 10920  
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 Period To: 11/20/2023  
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From: Niblock Excavating  
 PO Box 211  
 Bristol, IN 46507  
 (574) 848-4437

Via(Architect/  
 Engineer)

For: BRI300

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
	<u>Base Bid</u>							
1	Install Storm Water Inlet	1 EA	1,600.00	1,600.00	1	1,600.00	0.00	1,600.00
2	Install 12" Storm Sewer	240 LFT	35.00	8,400.00	240	8,400.00	0.00	8,400.00
3	Removal/Full Depth (4") Patching for Storm Sewer	73 SY	54.00	3,942.00	73	3,942.00	0.00	3,942.00
4	Mill Existing Pavement (1.5")	755 SY	9.50	7,172.50	755	7,172.50	0.00	7,172.50
5	Clean Pavement for Surface	755 SY	2.50	1,887.50	755	1,887.50	0.00	1,887.50
6	Apply Tack	52 GAL	6.00	312.00	52	312.00	0.00	312.00
7	1.5" HAC Surface Course	63 TN	152.00	9,576.00	63	9,576.00	0.00	9,576.00
8	ADA Sidewalk Panels	2 EA	2,400.00	4,800.00	1	2,400.00	0.00	2,400.00
9	Restoration	133 SY	25.00	3,325.00	133	3,325.00	0.00	3,325.00
				<u>41,015.00</u>		<u>38,615.00</u>	<u>0.00</u>	<u>38,615.00</u>
10	Lot Surface	0 TN	152.00	0.00	15	2,280.00	0.00	2,280.00
11	Credit - Overbillings on Previous Jobs	1 LS	-19,000.00	-19,000.00	1	-19,000.00	0.00	-19,000.00
				<u>22,015.00</u>		<u>21,895.00</u>	<u>0.00</u>	<u>21,895.00</u>

# Town of Bristol, Indiana COVID-19 Guidelines

December 2023

Bristol Municipal Complex entry is physically restricted to the public by an entrance vestibule. This vestibule is open to the public 24 hours a day, 365 days of the year. The entry vestibule is shared by the Bristol Town Hall and the Bristol Police Department. Each entity requires individual access beyond the public vestibule. Anyone wishing to address business with the Bristol Town Hall or Bristol Police Department may utilize the vestibule. If the communicable risk of infection is high, there will be a sign in the vestibule windows notifying the public of such. In this case, the public is asked to call the respective business phone numbers to discuss their needs to limit personal exposure. A public notice will be posted on the front doors of the Municipal Complex as well, advising visitors of these guidelines and will provide phone numbers to call to address their needs. If there is no notice posted, the entry vestibule will remain open and accessible to the public.

Any employee who exhibits COVID 19 symptoms will be required to complete a rapid test upon the onset of symptoms. The Town of Bristol will maintain rapid tests for employees.

If You Test Positive for COVID-19 (Isolate).

- Stay home for 5 days.
- If you have no symptoms or your symptoms are resolving after 5 days, you can return to work.
- Continue to wear a mask around others for 5 additional days and social distance as your job permits.
- If you have a fever after 5 days or are experiencing severe symptoms consult your physician and continue to stay home until your fever and/or symptoms resolve, a physician's note will be required for extended COVID illness beyond five (5) days, then return to work when symptoms subside.

If the rapid test is negative:

- The employee may wear a mask around others for 10 full days and social distance as your job permits.
- If symptoms persist for 3 days, obtain a PCR test from your doctor or laboratory.
- If the PCR test is positive, refer to the positive test above, and eliminate the days waited for the PCR test results and return to work after 5 days.

If an employee is exposed to a family member, occupant/resident of their household, or known and confirmed COVID positive individual without a mask:

- Wear a mask around others for 10 full days, avoid contact with others if possible, and social distance as your job permits.
- Obtain a rapid test or PCR test on day 3.
- See the above instructions for positive and negative tests.

All employees who test positive for COVID-19 and are in the five (5) day quarantine period will receive their regular pay. An employee of the Town of Bristol is limited to two (2) paid COVID illnesses a calendar year. All and any other days off will utilize the employee's personal days, comprehensive time, or vacation per their department's policy.

Along with the specific guidelines listed above the Town of Bristol will adhere to the Elkhart County COVID-19 Best Prevention Practices Guidelines

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

TO (Contractor): Town of Bristol  
 PO Box 122  
 Bristol, IN 46507

FROM (SUBCONTRACTOR): Niblock Excavating  
 PO Box 211  
 Bristol, IN 46507

PROJECT: Earthway Rail Park Phase IV  
 Roadway Ext. to RR Crossing  
 & RR Coordination Construction  
 VIA (ENGINEER): Jones Peire Rafinski  
 325 S Lafayette Boulevard  
 South Bend, IN 46601

APPLICATION NO: FIVE (5) - Retention  
 INVOICE NO: 10995  
 INVOICE DATE: December 7, 2023  
 PERIOD TO:

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT DATE: April 20, 2023

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

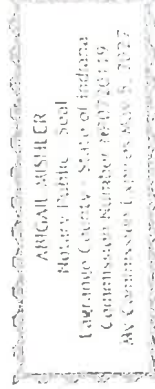
CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		TOTAL \$	
Approved this month			
Number	Date Approved		
1	10/2/2023	\$ 4,500.00	
TOTALS:		\$ 4,500.00	(4,500.00)

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

CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

State of: Indiana County of: Elkhart  
 Subscribed and sworn to before me this 7th day of December, 2023  
 Notary Public: Abigail Mishler  
 My Commission expires: May 5, 2027



1. ORIGINAL CONTRACT SUM \$ 459,743.00
2. Net change by Change Orders \$ (4,500.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 455,243.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 455,243.00

### 5. RETAINAGE:

- a. 0% of Completed Work \$ - (Column D + E on S of V)
- b. 10% of Stored Material \$ - (Column F on S of V)

Total Retainage (Line 5a + 5b or

Total in Column I on Schedule of Values)

\$ -

\$ 455,243.00

### 6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

### 8. CURRENT PAYMENT DUE

(Line 3 less Line 6)

\$ 409,718.70

\$ 45,524.30

\$ -

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

### AMOUNT CERTIFIED:

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

ARCHITECT:

By: *Abigail Mishler*

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

\$ 45,524.30

MARK C. WILSON, P.E.

Section 8, Item d.



# CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached in tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: FIVE (5)  
 APPLICATION DATE: 12/7/2023  
 PERIOD TO: ARCHITECTS PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
1	Mob and Demob	\$ 39,500.00	\$ 39,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,500.00	\$ -	100%
2	Cleaning and Grubbing	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	100%
3	Site Grading	\$ 57,500.00	\$ 57,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,500.00	\$ -	100%
4	Construction Engineering	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -	100%
5	Railroad Coordination	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	100%
6	Type III-B Barricade	\$ 4,620.00	\$ 4,620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,620.00	\$ -	100%
7	Road Closure Sign Assembly	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	100%
8	Temp. Concrete Barrier	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	100%
9	HMA Pavement Removal	\$ 17,250.00	\$ 17,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,250.00	\$ -	100%
10	24 in E 80 Rated CMP	\$ 11,200.00	\$ 11,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,200.00	\$ -	100%
11	Metal End Section	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	100%
12	Rip Rap Revetment	\$ 1,980.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,980.00	\$ -	100%
13	Geotextiles for Rip Rap	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.00	\$ -	100%
14	Remove Guardrail and Salvage	\$ 3,575.00	\$ 3,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,575.00	\$ -	100%
15	20 in Curb	\$ 1,150.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ -	100%
16	Concrete Barrier Curb and Gutter	\$ 12,041.25	\$ 12,041.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,041.25	\$ -	100%
17	Concrete Barrier Median Curb	\$ 21,350.00	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,350.00	\$ -	100%
18	Compacted Agg #53	\$ 80,500.00	\$ 80,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,500.00	\$ -	100%
19	HMA Base Type B	\$ 46,800.00	\$ 46,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,800.00	\$ -	100%
20	HMA Int. Type B	\$ 42,900.00	\$ 42,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,900.00	\$ -	100%
21	HMA Surface Type B	\$ 33,800.00	\$ 33,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,800.00	\$ -	100%
22	Tack Coat	\$ 1,004.50	\$ 1,004.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004.50	\$ -	100%
23	Mulched Seeding Type R	\$ 10,200.00	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,200.00	\$ -	100%
24	Line Thermo 4 in White	\$ 3,168.00	\$ 3,168.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,168.00	\$ -	100%
25	Line Thermo 4 in Yellow	\$ 3,201.00	\$ 3,201.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,201.00	\$ -	100%
26	Line Thermo 24 in Stop	\$ 780.00	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780.00	\$ -	100%
27	Pavement Message RxxR	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	100%
28	Sheet Sign .1 in	\$ 1,548.75	\$ 1,548.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,548.75	\$ -	100%
29	Sign Post Square Type 1	\$ 1,710.00	\$ 1,710.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,710.00	\$ -	100%
30	Sign Post 2#ft U	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	100%
31	Adjust Casting	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	100%
32	Silt Fence	\$ 6,704.50	\$ 6,704.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,704.50	\$ -	100%
33	Turf Matting	\$ 19,380.00	\$ 19,380.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,380.00	\$ -	100%
34	Remove sign and Salvage	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	100%
	Base Contract	\$ 459,743.00	\$ 459,743.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 459,743.00	\$ -	100%
CO1	Deduct for Change to Paint Change Order 1	\$ (4,500.00)	\$ (4,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,500.00)	\$ -	100%
	<b>TOTAL</b>	\$ 455,243.00	\$ 455,243.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455,243.00	\$ -	100%

Section 8, Item d.

Town of Bristol  
 Earthway Rail ParkPhase IV - Roadway Extension to RR Crossing and RR Coordination Construction

Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Pay App. No. 1 (June 30)		Pay App. No. 2 (July 31)		Pay App. No. 3 (August 29)		Pay App. No. 4 (Sep. 27)		TOTAL TO DATE	
						Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
1	Mob and Demob	1	LS	\$ 39,500.00	\$ 39,500.00	0.58	\$ 22,910.00		\$ -			0.42	\$ 16,590.00	1.00	\$ 39,500.00
2	Clearing and Grubbing	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.80	\$ 6,800.00				\$ -	1.00	\$ 8,500.00
3	Site Grading	1	LS	\$ 57,500.00	\$ 57,500.00	0.50	\$ 28,750.00	0.25	\$ 14,375.00	0.15	\$ 8,625.00	0.10	\$ 5,750.00	1.00	\$ 57,500.00
4	Construction Engineering	1	LS	\$ 5,500.00	\$ 5,500.00	0.50	\$ 2,750.00	0.25	\$ 1,375.00	0.15	\$ 825.00	0.10	\$ 550.00	1.00	\$ 5,500.00
5	Railroad Coordination	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.30	\$ 2,550.00	0.25	\$ 2,125.00	0.25	\$ 2,125.00	1.00	\$ 8,500.00
6	Type III-B Barricade	132	LFT	\$ 35.00	\$ 4,620.00				\$ -				\$ -	132.00	\$ 4,620.00
7	Road Closure Sign Assembly	3	EA	\$ 600.00	\$ 1,800.00				\$ -				\$ -	3.00	\$ 1,800.00
8	Temp Concrete Barrier	48	LFT	\$ 50.00	\$ 2,400.00				\$ -	48.00	\$ 2,400.00		\$ -	48.00	\$ 2,400.00
9	HMA Pavement Removal	2,875	SYS	\$ 6.00	\$ 17,250.00				\$ -				\$ -	2,875.00	\$ 17,250.00
10	24 in E 80 Rated CMP	140	LFT	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00		\$ -				\$ -	140.00	\$ 11,200.00
11	Metal End Section	4	EA	\$ 950.00	\$ 3,800.00	4.00	\$ 3,800.00		\$ -				\$ -	4.00	\$ 3,800.00
12	Rip Rap Revetment	24	SYS	\$ 82.50	\$ 1,980.00				\$ -				\$ -	24.00	\$ 1,980.00
13	Geotextiles for Rip Rap	24	SYS	\$ 7.50	\$ 180.00				\$ -				\$ -	24.00	\$ 180.00
14	Remove Guardrail and Salvage	110	LFT	\$ 32.50	\$ 3,575.00			110.00	\$ 3,575.00				\$ -	110.00	\$ 3,575.00
15	20 in Curb	20	LFT	\$ 57.50	\$ 1,150.00			20.00	\$ 1,150.00				\$ -	20.00	\$ 1,150.00
16	Concrete Barmer Curb and Gutter	371	LFT	\$ 32.50	\$ 12,041.25			370.50	\$ 12,041.25				\$ -	370.50	\$ 12,041.25
17	Concrete Barmer Median Curb	214	LFT	\$ 100.00	\$ 21,350.00			213.50	\$ 21,350.00				\$ -	213.50	\$ 21,350.00
18	Compacted Agg #53	2,300	TON	\$ 35.00	\$ 80,500.00			2,300.00	\$ 80,500.00				\$ -	2,300.00	\$ 80,500.00
19	HMA Base Type B	520	TON	\$ 90.00	\$ 46,800.00				\$ -				\$ -	520.00	\$ 46,800.00
20	HMA Int. Type B	440	TON	\$ 97.50	\$ 42,900.00				\$ -	440.00	\$ 42,900.00		\$ -	440.00	\$ 42,900.00
21	Tack Coat	260	TON	\$ 130.00	\$ 33,800.00				\$ -				\$ -	260.00	\$ 33,800.00
22	Mulched Seeding Type R	2,870	SYS	\$ 0.35	\$ 1,004.50				\$ -			260.00	\$ 33,800.00	2,610.00	\$ 1,004.50
23	Line Thermo 4 in White	10,200	SYS	\$ 1.00	\$ 10,200.00				\$ -			2,870.00	\$ 1,004.50	10,200.00	\$ 10,200.00
24	Line Thermo 4 in Yellow	1,920	LFT	\$ 1.65	\$ 3,168.00				\$ -			10,200.00	\$ 1,004.50	1,920.00	\$ 3,168.00
25	Line Thermo 24 in Stop	1,940	LFT	\$ 1.65	\$ 3,201.00				\$ -			1,940.00	\$ 3,201.00	1,940.00	\$ 3,201.00
26	Pavement Message Rxr	24	LFT	\$ 32.50	\$ 780.00				\$ -			24.00	\$ 780.00	24.00	\$ 780.00
27	Sheet Sign 1 in	2	EA	\$ 1,050.00	\$ 2,100.00				\$ -			2.00	\$ 2,100.00	2.00	\$ 2,100.00
28	Sign Post Square Type 1	30	SFT	\$ 52.50	\$ 1,548.75				\$ -			2.00	\$ 2,100.00	29.50	\$ 1,548.75
29	Sign Post 24/R U	36	LFT	\$ 47.50	\$ 1,710.00				\$ -			29.50	\$ 1,548.75	36.00	\$ 1,710.00
30	Adjust Casting	40	LFT	\$ 45.00	\$ 1,800.00				\$ -			40.00	\$ 1,800.00	40.00	\$ 1,800.00
31	Silt Fence	1	LFT	\$ 800.00	\$ 800.00				\$ -			1.00	\$ 800.00	1.00	\$ 800.00
32	Turf Matting	2,530	LFT	\$ 2.65	\$ 6,704.50			2,530.00	\$ 6,704.50				\$ -	2,530.00	\$ 6,704.50
33	Remove sign and Salvage	10,200	SYS	\$ 1.90	\$ 19,380.00				\$ -			10,200.00	\$ 19,380.00	10,200.00	\$ 19,380.00
34	Total Base Contract	10	EA	\$ 250.00	\$ 2,500.00		\$ 72,810.00		\$ 152,920.75		\$ 103,675.00		\$ -	10.00	\$ 2,500.00
					\$ 459,743.00								\$ 130,337.25		\$ 459,743.00
CO1	Deduct for Change to Paint	(1)	LS	\$ 4,500.00	\$ (4,500.00)				\$ -			(1.00)	\$ (4,500.00)	(1.00)	\$ (4,500.00)
	Total Change Order 1				\$ (4,500.00)				\$ -				\$ (4,500.00)		\$ (4,500.00)
	<b>TOTAL CONTRACT</b>				\$ 455,243.00		\$ 72,810.00		\$ 152,920.75		\$ 103,675.00		\$ 125,837.25		\$ 455,243.00

Section 8, Item d.

### Final Waiver of Lien – Retention

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Bristol Rail Park Extension project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$45,524.30 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this Final Waiver of Lien has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 7<sup>th</sup> day of December 2023.

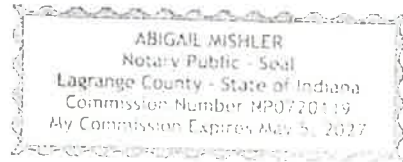
Signed : **Niblock Excavating, Inc.**

By:   
Chad Niblock, President

Personally appeared before me this 7<sup>th</sup> day of December 2023, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana  
County of Elkhart





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

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
**AMENDED SALARY ORDINANCE NO. 12-07-2023-29.**

Section 9, Item a.

**WHEREAS** the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2023; and

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

**NOW THEREFORE BE IT ORDAINED** by the Town of Bristol Town Council, that the total compensation for its elected officials and employees for January 1, 2023, through December 31, 2023, or from the date amended through December 31, 2023, shall be as follows:

**2023 BASE PAY RATE SCHEDULE**

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June \$2,383.50 paid in December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June \$2,121.00 paid in December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$2,773.08 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,557.88 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$27.83 per hour	100% General Fund
Utility Clerk	Non-exempt Part-Time	\$18.00 per hour	100% Water Fund
Town Marshal [MA]	Exempt Full-Time	\$3,230.77 biweekly	100% Police Fund
Chief Deputy [AD]	Nonexempt Full-Time	\$38.46 per hour	100% Police Fund
Sergeant [DL]	Nonexempt Full-Time	\$35.58 per hour	100% Police Fund
Detective [SP]	Nonexempt Full-Time	\$35.10 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$33.65 per hour	100% Police Fund
Deputy Police Officer 1 [NR]	Nonexempt Full-Time	\$29.81 per hour	100% Police Fund
Deputy Police Officer 2 [JL]	Nonexempt Full-Time	\$27.88 per hour	100% Police Fund
Deputy Police Officer 3 [DM]	Nonexempt Full-Time	\$22.60 per hour	100% Public Safety Fund
Deputy Police Officer 4 [CS]	Nonexempt Full-Time	\$24.04 per hour	100% Public Safety Fund
Deputy Police Officer 4 [PD]	Nonexempt Full-Time	\$22.60 per hour	100% Public Safety Fund

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
**AMENDED SALARY ORDINANCE NO. 12-07-2023-29.**

Section 9, Item a.

Ordinance Officer [RC]	Nonexempt Part-Time	\$23.08 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$22.36 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	\$31.12 per hour	100% General Fund
Street Department Employee – 2 [DR]	Nonexempt Full-Time	\$31.12 per hour	100% General Fund
Street Department Employee – 3 [JR]	Nonexempt Full-Time	\$25.75 per hour	100% General Fund
Street Department employee (EF)	Nonexempt Full - time	30.00 per hour	100% General Fund
Utility Employee – 1 [JS]	Nonexempt Full-Time	\$34.19 per hour	100% Water Fund
Utility Employee – 2 [TM]	Nonexempt Part-Time	\$36.00 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Part-Time	\$23.75 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Non-exempt fulltime	\$31.50 per hour	100% Water fund
Utility Employee – 5 [DD]	Non-exempt fulltime	\$26.25 per hour	50% Water and 50% Wastewater Fund
Utility Department Clerk [CS]	Nonexempt Part-Time	\$15.70 per hour	100% Water Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
4 Seasonal Employee(s) Various departments	Part-Time	\$15.00 per hour	25% MVH Fund 75% Cemetery
Summer Program Director	Nonexempt Seasonal	\$17.00 per hour	100% Park Fund
Summer Program Assistant	Nonexempt Seasonal	\$15.00 per hour	100% Park Fund
Park Program/Facility Director	Nonexempt Part-Time	\$17.00 per hour	100% Park Fund

**GUIDELINES FOR THE PAYMENT OF BASE RATES**

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2023 with the first biweekly pay date of January 14, 2023, based on the pay period designated as Sunday, December 26, 2022, through Saturday, January 8, 2023. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2023.

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
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Exempt (EX) employees are paid to “get the job done” and their pay does not vary from week to week. Nonexempt (NE) employees are paid by the hour for all hours worked during each workweek.

The Town Council President and the Town Council members will be paid on June 3, 2023, and on December 2, 2023, for the pay rates as listed in the 2023 Base Pay Rate Schedule above. Park Board members are paid on December 2, 2023, for the amount listed in the 2023 Base Pay Rate Schedule above.

**Work Schedules/Hours/Breaks**

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

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

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

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

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

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

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

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

Base wages are set by this salary ordinance for 2023 and any changes will require approval from the Town Council.

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

**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 12-07-2023-29,  
PAY CONSIDERATIONS**

**Civilian Employees**

**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 12-07-2023-29.**

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

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

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

**Police Department Employees**

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

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2023, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

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

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

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

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

**Police Department Employees**

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the



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

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

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

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

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

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

**ADDITIONAL PAY CONSIDERATIONS**

**Hiring Bonuses**

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

**Training and Professional Development**

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

**TOWN OF BRISTOL, INDIANA  
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Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

**Certifications**

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

**Clothing Allowances**

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2023: one distribution in June of 2023 and one distribution in December of 2023 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

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

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

**Tenure Incentive Pay (TIP)**

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date, they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2023 Base Pay Rate Schedule above.

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

**Emergency Closings**

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

Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular shift.

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Regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

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

**BENEFITS SCHEDULE**

**Health Insurance**

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

- Regular full-time employees

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

**Physicians  
Health Plan  
2023**

Age	Premium Rates	Age	Premium Rates	Age	Premium Rates
0	\$388.74	23	\$508.16	46	\$762.24
1	\$388.74	24	\$508.16	47	\$794.25
2	\$388.74	25	\$510.19	48	\$830.84
3	\$388.74	26	\$520.36	49	\$866.92
4	\$388.74	27	\$532.55	50	\$907.57
5	\$388.74	28	\$552.37	51	\$947.72
6	\$388.74	29	\$568.63	52	\$991.93
7	\$388.74	30	\$576.76	53	\$1,036.65
8	\$388.74	31	\$588.96	54	\$1,084.92
9	\$388.74	32	\$601.15	55	\$1,133.20
10	\$388.74	33	\$608.78	56	\$1,185.54
11	\$388.74	34	\$616.91	57	\$1,238.39
12	\$388.74	35	\$620.97	58	\$1,294.79
13	\$388.74	36	\$625.04	59	\$1,322.74
14	\$388.74	37	\$629.10	60	\$1,379.15
15	\$423.30	38	\$633.17	61	\$1,427.93
16	\$436.51	39	\$641.30	62	\$1,459.94
17	\$449.72	40	\$649.43	63	\$1,500.09
18	\$463.95	41	\$661.62	64	\$1,524.48
19	\$478.18	42	\$673.31	65+	\$1,524.48
20	\$492.92	43	\$689.57		
21	\$508.16	44	\$709.90		
22	\$508.16	45	\$733.78		

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

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

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

The renewal dates for medical and dental insurance are on January 1, 2023. The renewal date for vision insurance is on March 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

**MetLife and AD&D Insurance**

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

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

**Short-Term Disability Insurance**

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

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$438.04 per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

**TOWN OF BRISTOL, INDIANA**  
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Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60-percent of the eligible employee's pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee's costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee's budget lines as stated in the 2023 Base Pay Rate Schedule.

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

**Long-Term Disability Insurance**

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

- Regular full-time employees

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$312.83 per month from the General, Water, and Sewer Fund. The renewal date for long-term disability insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

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

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

**NationWide - Civilian and Police Department Sworn Officers**

**Civilian**

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

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

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

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

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

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

**PoliceDepartment–SwornOfficer**

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

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

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

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

**Vacation Benefits**

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

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

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

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Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 <sup>st</sup> after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 <sup>st</sup> through the fourth January 1 <sup>st</sup>	Ten-days (80-hours)	Five-days (40-hours)
On January 1 <sup>st</sup> of years five through nine	15-days (120-hours)	Seven and one-half days (60-hours)
On January 1 <sup>st</sup> in year ten and thereafter	20-days (160-hours)	Ten-days (80-hours)

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

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

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

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

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

**Personal Leave Time (PLT) Benefits**

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

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

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four-months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four-hours for every four-months of employment. All other employees will receive four (4) PLT days on January

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

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

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

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

**Holidays**

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

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

Paid holidays in 2023 include the following:

<b>Holiday</b>	<b>Date</b>
New Year's Day	1/1/2023
Martin Luther King Jr. Day	01/16/2023
Presidents Day	02/20/2023
Memorial Day	5/29/2023
Independence Day	7/4/2023
Labor Day	9/4/2023
Columbus Day	10/09/2023
Veterans Day	11/11/2023
Thanksgiving Day	11/23/2023
Day after Thanksgiving	11/24/2023
Christmas Eve Day	12/24/2023
Observed on	12/22/2023
Christmas Day	12/25/2023
New Year's Eve Day	12/31/2023
Observed on	12/29/2023
New Year's Day	01/01/2024

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

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



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

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

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

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

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

**Bereavement Leave**

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

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

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

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

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

**Jury Duty**

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

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

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

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

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

**Witness Duty**

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

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

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

**Time Off to Vote**

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

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

**Military Leave**

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

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

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

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

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

**Business Travel Expense Policy**

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

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

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

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

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

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

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

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

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

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SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 12-07-2023-29.**

*Section 9, Item a.*

**PASSED** by the Town Council of the Town of Bristol, Elkhart County, Indiana, this  
\_\_\_\_ day of November, 2023

**YAY**

**NAY**

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Andrew Medford	
	Doug DeSmith	

**ATTEST:** \_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

**TOWN OF BRISTOL, INDIANA  
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**Appendix #1 - Tenure Incentive Pay (TIP)  
Full-Time Sworn Law Enforcement Compensation Matrix**

Year(s) of service	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Point	\$ -	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00
2 Points	\$ -	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00
3 Points	\$ -	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00
4 Points	\$ -	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00
5 Points	\$ -	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00
6 Points	\$ -	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00
7 Points	\$ -	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00
8 Points	\$ -	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00
9 Points	\$ -	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00
10 Points	\$ -	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00
11 Points	\$ -	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00
12 Points	\$ -	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00
13 Points	\$ -	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
14 Points	\$ -	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
15 Points	\$ -	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
16 Points	\$ -	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
17 Points	\$ -	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
18 Points	\$ -	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
19 Points	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
20 Points	\$ -	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
21 Points	\$ -	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
22 Points	\$ -	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
23 Points	\$ -	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00

Year(s) of service	14	15	16	17	18	19	20	21	22	23	24	25+
1 Point	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
2 Points	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
3 Points	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
4 Points	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
5 Points	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
6 Points	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
7 Points	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
8 Points	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
9 Points	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
10 Points	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
11 Points	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00
12 Points	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00
13 Points	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00
14 Points	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00
15 Points	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00
16 Points	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00
17 Points	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00
18 Points	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00
19 Points	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00
20 Points	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00
21 Points	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00
22 Points	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00
23 Points	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00	\$ 4,700.00

<b>Rank</b>	<b>Patrolman</b>	<b>Corporal</b>	<b>Sergeant</b>	<b>Detective</b>	<b>Chief Deputy</b>	<b>Marshal</b>
Points earned	1	2	3	3	4	5
<b>Education</b>		<b>AA</b>	<b>BS/BA</b>	<b>MA</b>	<b>Ph.D.</b>	
Points earned		2	4	6	8	
<b>Specialized Training</b>		<b>1 Week</b>	<b>2 Weeks</b>	<b>3-10 Weeks</b>	<b>10-20 Weeks</b>	
Points earned (Max 10 Points)		1	2	3	4	

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-07-2023 - 30**

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

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

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

**2024 BASE PAY RATE SCHEDULE**

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June \$2,383.50 paid in December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June \$2,121.00 paid in December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	2,856.27 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,634.62 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	30.00 per hour	100% General Fund
Utility Clerk	Non-exempt Part-Time	\$18.00 per hour	100% Water Fund
Town Marshal [MA]	Exempt Full-Time	\$3,365.38biweekly	100% Police Fund
Chief Deputy [AD]	Nonexempt Full-Time	\$40.63 per hour	100% Police Fund
Sergeant [DL]	Nonexempt Full-Time	\$38.22 per hour	100% Police Fund
Detective [SP]	Nonexempt Full-Time	\$37.50 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$35.34 per hour	100% Police Fund
Police Officer 1	Nonexempt Full-Time	\$31.25 per hour	100% Police Fund
Deputy Police Officer 2 [JL]	Nonexempt Full-Time	\$28.37 per hour	100% Police Fund
Deputy Police Officer 3 [DM]	Nonexempt Full-Time	\$23.05per hour	100% Public Safety Fund
Deputy Police Officer 4	Nonexempt Full-Time	\$25.24 per hour	100% Public Safety Fund
Deputy Police Officer 5 [PD]	Nonexempt Full-Time	\$24.04 per hour	100% Public Safety Fund

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Ordinance Officer [RC]	Nonexempt Part-Time	\$24.04 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$23.03 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	32.05 per hour	100% General Fund
Street Department Employee – 2 [ EF	Nonexempt Full-Time	30.00 per hour	100% General Fund
Street Department Employee – 3 [JR]	Nonexempt Full-Time	26.52 per hour	100% General Fund
Utility Employee – 2 [TM]	Nonexempt Part-Time	37.08 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Part-Time	27.00 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Non-exempt fulltime	32.45 per hour	100% Water fund
Utility Employee – 5 [DD]	Non-exempt fulltime	\$26.25 per hour	50% Water and 50% Wastewater Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
4 Seasonal Employee(s) Various departments	Part-Time	\$15.00 per hour	25% MVH Fund 75% Cemetery
Summer Park Program Director	Nonexempt Seasonal	\$17.00 per hour	100% Park Fund
Summer Program Assistant	Nonexempt Seasonal	\$15.00 per hour	100% Park Fund

**GUIDELINES FOR THE PAYMENT OF BASE RATES**

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2023 with the first biweekly pay date of January 12, 2024, based on the pay period designated as Sunday, December 24, 2023, through Saturday, January 06, 2024. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2024.

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

The Town Council President and the Town Council members will be paid on May 31, 2024, and on November 29, 2024, for the pay rates as listed in the 2024 Base Pay Rate Schedule above. Park Board members are paid on November 29, 2024, for the amount listed in the 202 Base Pay Rate Schedule above.

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**Work Schedules/Hours/Breaks**

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

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

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

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

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

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

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

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

Base wages are set by this salary ordinance for 2023 and any changes will require approval from the Town Council.

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

**PAY CONSIDERATIONS**

**Civilian Employees**



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

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

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

**Police Department Employees**

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

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2023, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

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

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

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

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

**Police Department Employees**

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All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

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

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

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

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

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

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

**ADDITIONAL PAY CONSIDERATIONS**

**Hiring Bonuses**

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic

Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts. Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the

second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

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**Training and Professional Development**

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

**Certifications**

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

**Clothing Allowances**

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2023: one distribution in June of 2023 and one distribution in December of 2023 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

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

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

**Tenure Incentive Pay (TIP)**

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

they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2023 Base Pay Rate Schedule above.

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

**Emergency Closings**

Non-critical service employees are expected to report for their regular work unless the County Emergency Management issues a media broadcast statement requiring that citizens are to remain off Town streets, or their Department Head contacts them prior to the start of the workday with

alternate instructions. When the decision to close is made prior to the workday, or when the decision to close is made after the workday has begun, time off from scheduled work will be paid.

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

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

**BENEFITS SCHEDULE**

**Health Insurance**

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

- Regular full-time employees

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

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**Physicians  
Health Plan  
2024**

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

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

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

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

The renewal dates for medical and dental insurance are on January 1, 2023. The renewal date for vision insurance is on March 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

**MetLife and AD&D Insurance**

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

- Regular full-time employees

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

**Short-Term Disability Insurance**

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

- Regular full-time

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

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

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

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

**Long-Term Disability Insurance**

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

- Regular full-time employees

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

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

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

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

**NationWide - Civilian and Police Department Sworn Officers**

**Civilian**

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

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

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

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

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

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

**PoliceDepartment–SwornOfficer**

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

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

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

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

**Vacation Benefits**

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

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

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



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Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 <sup>st</sup> after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 <sup>st</sup> through the fourth January 1 <sup>st</sup>	Ten-days (80-hours)	Five-days (40-hours)
On January 1 <sup>st</sup> of years five through nine	15-days (120-hours)	Seven and one-half days (60-hours)
On January 1 <sup>st</sup> in year ten and thereafter	20-days (160-hours)	Ten-days (80-hours)

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

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

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

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

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

**Personal Leave Time (PLT) Benefits**

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

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

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four-months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four-hours for every four-months of employment. All other employees will receive four (4) PLT days on January

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

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

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

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

**Holidays**

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

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

Paid holidays in 2023 include the following:

<b>Holiday</b>	<b>Date</b>
New Year's Day	1/1/2024
Martin Luther King Jr. Day	01/15/2024
Presidents Day	02/19/2024
Memorial Day	5/27/2023
Independence Day	7/4/2024
Labor Day	9/2/2024
Columbus Day	10/14/2024
Veterans Day	11/11/2024
Thanksgiving Day	11/28/2024
Day after Thanksgiving	11/29/2024
Christmas Eve Day Observed on	12/24/2024
Christmas Day	12/25/2024
New Year's Eve Day Observed on	12/31/2024
New Year's Day	01/01/2025

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

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

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

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

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

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

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

**Bereavement Leave**

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

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

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

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

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

**Jury Duty**

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

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

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

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

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

**Witness Duty**

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

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

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

**Time Off to Vote**

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

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

**Military Leave**

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

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

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

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

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

**Business Travel Expense Policy**

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

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-07-2023 - 30**

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

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

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

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

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

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

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

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

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-07-2023 - 30**

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Section 9, Item b.

**PASSED** by the Town Council of the Town of Bristol, Elkhart County, Indiana, this  
\_\_\_\_ day of December, 2023

**YAY**

**NAY**

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Andrew Medford	
	Doug DeSmith	

**ATTEST:** \_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-07-2023 - 30**

Section 9, Item b.

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

Year(s) of service	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Point	\$ -	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00
2 Points	\$ -	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00
3 Points	\$ -	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00
4 Points	\$ -	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00
5 Points	\$ -	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00
6 Points	\$ -	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00
7 Points	\$ -	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00
8 Points	\$ -	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00
9 Points	\$ -	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00
10 Points	\$ -	\$ 1,100.00	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00
11 Points	\$ -	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00
12 Points	\$ -	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00
13 Points	\$ -	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
14 Points	\$ -	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
15 Points	\$ -	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
16 Points	\$ -	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
17 Points	\$ -	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
18 Points	\$ -	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
19 Points	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
20 Points	\$ -	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
21 Points	\$ -	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
22 Points	\$ -	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
23 Points	\$ -	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00

Year(s) of service	14	15	16	17	18	19	20	21	22	23	24	25+
1 Point	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00
2 Points	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00
3 Points	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00
4 Points	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
5 Points	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00
6 Points	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00
7 Points	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00
8 Points	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00
9 Points	\$ 2,200.00	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00
10 Points	\$ 2,300.00	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00
11 Points	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00
12 Points	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00
13 Points	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00
14 Points	\$ 2,700.00	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00
15 Points	\$ 2,800.00	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00
16 Points	\$ 2,900.00	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00
17 Points	\$ 3,000.00	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00
18 Points	\$ 3,100.00	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00
19 Points	\$ 3,200.00	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00
20 Points	\$ 3,300.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00
21 Points	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00
22 Points	\$ 3,500.00	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00
23 Points	\$ 3,600.00	\$ 3,700.00	\$ 3,800.00	\$ 3,900.00	\$ 4,000.00	\$ 4,100.00	\$ 4,200.00	\$ 4,300.00	\$ 4,400.00	\$ 4,500.00	\$ 4,600.00	\$ 4,700.00

<b>Rank</b>	<b>Patrolman</b>	<b>Corporal</b>	<b>Sergeant</b>	<b>Detective</b>	<b>Chief Deputy</b>	<b>Marshal</b>
Points earned	1	2	3	3	4	5
<b>Education</b>		<b>AA</b>	<b>BS/BA</b>	<b>MA</b>	<b>Ph.D.</b>	
Points earned		2	4	6	8	
<b>Specialized Training</b>		<b>1 Week</b>	<b>2 Weeks</b>	<b>3-10 Weeks</b>	<b>10-20 Weeks</b>	
Points earned (Max 10 Points)		1	2	3	4	

<b>2024 Bristol Town Council meeting schedule</b>			
<b>Regular meetings 1st and 3rd Thursday.</b>			
<b>One work session per month-held the Tuesday before the third Thursday of each month</b>			
<b>(canceled if no agenda items)</b>			
Thursday, January 4, 2024	meeting	Thursday, July 4, 2024	meeting
Tuesday, January 16, 2024	work session	Tuesday, July 16, 2024	work session
Thursday, January 18, 2024	meeting	Thursday, July 18, 2024	meeting
Thursday, February 1, 2024	meeting	Thursday, August 1, 2024	meeting
Tuesday, February 13, 2024	work session	Tuesday, August 13, 2024	work session
Thursday, February 15, 2024	meeting	Thursday, August 15, 2024	meeting
Thursday, March 7, 2024	meeting	Thursday, September 5, 2024	meeting
Tuesday, March 19, 2024	work session	Tuesday, September 17, 2024	work session
Thursday, March 21, 2024	meeting	Thursday, September 19, 2024	meeting
Thursday, April 4, 2024	meeting	Thursday, October 3, 2024	meeting
Tuesday, April 16, 2024	work session	Tuesday, October 15, 2024	work session
Thursday, April 18, 2024	meeting	Thursday, October 17, 2024	meeting
Thursday, May 2, 2024	meeting	Thursday, November 7, 2024	meeting
Tuesday, May 14, 2024	work session	Tuesday, November 19, 2024	work session
Thursday, May 16, 2024	meeting	Thursday, November 21, 2024	meeting
Thursday, June 6, 2024	meeting	Thursday, December 5, 2024	meeting
Tuesday, June 18, 2024	work session	Tuesday, December 17, 2024	work session
Thursday, June 20, 2024	meeting	Thursday, December 19, 2024	meeting






ORDINANCE NO. 12-21-2023-31

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 two petitions for voluntary annexation into the Town (collectively, the “Petitions”); and

WHEREAS, the Petitions requests that four parcels located at County Road 23 and State Road 15, Washington Township, Elkhart County, Indiana and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-34-400-002.000-030, 20-03-34-400-013.000-030, 20-03-34-400-009.000-030, and 20-03-34-400-005.000-030 consisting of approximately 82.86 acres (the “Annexation Territory”), be annexed by the Town; and

WHEREAS, the Petitions have 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 Limited Manufacturing (M-1) (Parcel Numbers 20-03-34-400-002.000-030 and 20-03-34-400-013.000-030) and Agriculture (A-1) (Parcel Numbers 20-03-34-400-009.000-030 and 20-03-34-400-005.000-030); 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 December 7, 2023, 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 Limited Manufacturing (M-1) (Parcel Numbers 20-03-34-400-002.000-030 and 20-03-34-400-013.000-030) and Agriculture (A-1) (Parcel Numbers 20-03-34-400-009.000-030 and 20-03-34-400-005.000-030) zoning classifications 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 21<sup>ST</sup> DAY OF DECEMBER, 2023.

TOWN COUNCIL  
OF THE TOWN OF BRISTOL, INDIANA

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

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

\_\_\_\_\_  
Andrew Medford

\_\_\_\_\_  
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

For APN/Parcel ID: 20-03-34-400-009.000-030

The South Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 38 North, Range 6 East, Elkhart County, Indiana, containing 20 acres, more or less.

Less and Excepting:

That part of the Southeast Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana which is described as: Beginning at the South Quarter post of said Section 34; thence North 00°03'23" West, 400.00 feet; thence North 89°57'08" East, 539.00 feet; thence South 00°03'23" East 400 feet; thence South 89°57'08" West, along the South line of said Quarter Section, 539.00 feet to the Point of Beginning, containing 4.95 acres, more or less.

Also Less and Excepting:

A part of the Northeast Quarter of Section 3, Township 37 North, Range 6 East, and a part of the Southeast Quarter of Section 34, Township 38 North, Range 6 East, Elkhart County, Indiana, and being that part of the grantors' land lying within the right-of-way lines, described as follows: Beginning at a point on the North line of said Section 3, South 89°38'44" West, 1317.26 feet (1311.66 feet by Instrument No. 88-13995), from the Northeast corner of said Section 3, and being the Point of Beginning, which Point of Beginning is the intersection of said North line with the centerline of State Road 15; thence South 89°38'44" West, 36.15 feet along said North line; thence North 03°32'32" West, 46.02 feet; thence North 05°03'05" West, 124.58 feet; thence Northerly, 415.04 feet along an arc to the right and having a radius of 10734.91 feet and subtended by a long chord having a bearing of North 02°26'05" West and a length of 415.02 feet; thence North 39°45'44" West, 42.14 feet; thence North 00°54'50" West, 49.27 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 34; thence North 89°38'47" East, 55.95 feet along said North line, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 34; thence South 00°22'58" East, 186.68 feet along said East line, to the Northwest corner of a 20 acre tract of land described in Deed Record 191, page 381; thence North 89°38'44" East, 71.94 feet along the North line of said 20 acre tract; thence Southerly, 304.69 feet along an arc to the left and having a radius of 10636.48 feet and subtended by a long chord having a bearing of South 02°43'18" East and a length of 304.68 feet; thence South 03°32'32" East, 324.70 feet to the South line of the grantors' land; thence South 88°31'34" West, 59.09 feet along the said South line, to the centerline of State Road 15; thence North 03°32'32" West, 150.0 feet along said centerline to the Point of Beginning, and containing 0.203 of an acre, more or less, in said Section 3, and containing 1.238 acres, more or less, in said Section 34; and containing in all, 1.441 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.698 of an acre, more or less, and the portion of the above described real estate, which is not already embraced within the presently existing right-of-way, contains 0.743 of an acre, more or less.

For APN/Parcel ID(s): 20-03-34-400-002.000-030 and 20-03-34-400-013.000-030

**Parcel 1:** The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Thirty-eight (38) North, Range Six (6) East, excepting ten (10) acres by parallel lines off of the North side thereof, containing thirty acres, more or less.

**Parcel 2:** The North Half (N ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Thirty-eight (38) North, Range Six (6) East, containing twenty acres, more or less.

Less and excepting the following:

Part of the North Half (N ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-four (34), Township Thirty-eight (38) North, Range Six (6) East, situate in Washington Township, Elkhart County, State of Indiana, more particularly described as follows:

Commencing at a Harrison marker at the Northeast corner of the Southeast Quarter (SE ¼) of said Section 34; thence South 89 degrees 49 minutes West along the North line of the Southeast Quarter (SE ¼) of said Section 34 a distance of 1332.05 feet to a masonry nail marking the Northeast corner of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section 34; thence South 00 degrees 24 minutes East along the East line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section 34 a distance of 1699.77 feet to a masonry nail marking the place of beginning of this description; thence continuing South 00 degrees 24 minutes East along the East line of the West Half (W ½) of the Southeast Quarter (SE ¼) of said Section 34 a distance of 250 feet to a masonry nail; thence South 89 degrees 42 minutes West a distance of 270.41 feet to an iron stake; thence North 00 degrees 24 minutes West a distance of 250 feet to an iron stake; thence North 89 degrees 42 minutes East a distance of 271.13 feet to the place of beginning of this description.



Also less and excepting the following parcel taken for right-of-way conveyed to the State of Indiana by Warranty Deed recorded May 31, 2005, as Instrument No. 2005-16261, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

A part of the North Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 38 North, Range 6 East, Elkhart County, Indiana and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked as Exhibit "B", described as follows: Beginning at the southeast corner of said half-quarter-quarter section; thence South 89 degrees 38 minutes 47 seconds West 55.95 feet (17.054 meters) along the south line of said half-quarter-quarter section; thence North 0 degrees 54 minutes 50 seconds West 39.86 feet (12.149 meters) to point "835" designated on said parcel plat; thence North 56 degrees 24 minutes 45 seconds East 13.90 feet (4.237 meters) to the north line of the grantor's land; thence North 89 degrees 31 minutes 02 seconds East 44.70 feet (13.625 meters) to the east line of said quarter-quarter section; thence South 0 degrees 22 minutes 58 seconds East 47.57 feet (14.499 meters) along said east line to the point of beginning and containing 0.060 acres (0.0243 hectares), more or less, inclusive of the presently existing right-of-way which contains 0.017 acres (0.0069 hectares), more or less. The portion of above-described real estate which is not already embraced within the presently existing right-of-way contains 0.043 acres (0.0174 hectares), more or less.

Subject to restrictions, covenants, easements, and assessments of record.

Being tax code numbers 20-03-34-400-002.000-030 and 20-03-34-400-013.000-030.

**For APN/Parcel ID(s): 20-03-34-400-005.000-030**

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 6 EAST, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA.



EXHIBIT B

MAP OF THE ANNEXATION TERRITORY





**ROAD IMPACT AGREEMENT APPLICATION  
 Commercial Driveway**

**Permit Number:** 2023-11

**Date:** 12/6/2023

**Application may be mailed to P.O. Box 122, Bristol, IN. 46507, or emailed to mikeyoder@bristolindiana.org**

The Town of Bristol ("Town") and "Contractor", as defined below, agrees as follows:

**Application fee: \$250**

PAYMENTS PAYABLE TO: BRISTOL CLERK-TREASURER, P.O. BOX 122, BRISTOL, IN 46507

**Bond: A bond guaranteeing performance in the amount of \$5,000 must be on file with the Bristol Clerk Treasurer. In lieu of this requirement any person may post a performance bond in the amount of \$10,000 and the bond shall remain in force for a period of two (2) years after completion of Final Inspection and Certification.**

**Completion: Upon completion of the Installation, an 'As-Built' drawing shall be provided to the Bristol Town Manager prior to Final Inspection and Certification.**

**1. Installation:** The Town agrees that Contractor may construct the following improvements or take the following action within a public right-of-way of Bristol, Indiana ("Installation"). All Installations shall be designed and installed to comply with Standards. Check the appropriate Installation below:

- New Commercial/Industrial Driveway
- Reconstruct Existing Commercial/Industrial Driveway
- Other Use: \_\_\_\_\_

**Additional Project Description and/or Details:**

Second access driveway at west edge of property to Bloomingdale Drive to improve emergency vehicle access

Request minor variance from the Town standards, second drive to be constructed to the Town's standards

**2. Location:** The Installation described in Section 1 is to be located at:

Installation Property Address or Latitude/Longitude Location: 503 Bloomingdale Drive

Township: Washington County: Elkhart State: Indiana

Parcel Number(s): 20-03-27-477-005.000-031

Nearest Intersection to Installation:

North: \_\_\_\_\_ East: Bloomingdale Dr./Ponderosa Dr.

South: \_\_\_\_\_ West: Bloomingdale Dr./State Rd 15



**3. Compliance; Timing:** The Installation described in Section 1 shall be constructed or undertaken in compliance with the Town of Bristol Construction and Development Standards (“Standards”) in effect at the time this Agreement is approved by the Town of Bristol and any other applicable Elkhart County Ordinance, Town of Bristol Ordinance, application form, approval, authorization permit, or other agreement required by or pertinent to the Installation.

The Installation described in Section 1 shall be commenced on or about November 2023 and shall be fully completed, in conformity with this Road Impact Agreement, by no later than November 2024.

**4. Utility Company:** If Contractor is a utility company, be such public or private, the following additional standards shall apply:

- A.** Such utility shall be duly authorized and licensed to conduct business in Elkhart County, Indiana.
- B.** The Installation described in Section 1 to be installed, retained, adjusted, or relocated by Contractor, in the proximity of, underground of, or above ground of the Town corridor afore described, within the right-of-way limits thereof, shall be so placed, located, or accommodated by Contractor so that such will not impair in any fashion the planned or existing corridor, or any bridge or other support structure thereof; will not impede the construction or maintenance of such corridor or other structure; and will not interfere in any fashion with the safe use and operation thereof. Contractor further agrees to comply with the rules, regulations, and rulings of the Town in servicing, maintaining, replacing, and removing the above-described improvements or taking the above-described actions, and to obtain the appropriate permit before performing any of such functions on any utility facilities, or otherwise addressing such improvements or taking such actions, to the extent located within the highway or bridge right-of-way at issue.
- C.** Contractor agrees to assume all responsibility and liability for making any adjustments to the utility facilities, as may from time to time be requested by the Town, and further agrees to assume the costs thereof, except where Contractor has a compensable property right therein or where reimbursement of such costs is prohibited by law.
- D.** Contractor specifically acknowledges the provisions of **Section XI** of the Standards which are incorporated herein by reference; thus any Installation is subject to removal, relocation, or other alteration at the expense of Contractor per such Standards, and fines or other remedies set forth within said **Section XI** shall specifically apply to the Installation contemplated by this Road Impact Agreement.

**5. Damages:** The Contractor shall be responsible for any damage it causes to any roadway, drainage structure, or other Public Improvement located within a Right-of-Way during the construction of the Installation described in Section 1. Contractor shall be responsible for and indemnify and hold the Town harmless from any claim for damages of any nature, resulting from Contractor’s Installation described in Section 1, or any actions or undertakings associated therewith, including the payment of attorneys’ fees and other expenses incurred in the defense of any claim against the Town.

**THE TOWN OF BRISTOL SHALL BE HELD HARMLESS FOR DAMAGED UTILITIES BURIED AT A DEPTH OF LESS THAN 36-INCHES (3-FEET).**

**6. Safety:** During the Installation described in Section 1, Contractor shall use all reasonable efforts to protect the public from any danger associated with the construction of said improvement or action. Contractor shall be solely responsible for any such damage caused to the public, to include indemnifying and holding harmless the Town per Section 5 above.



**7. Remedies:** If the Contractor fails to follow the terms of this Agreement or the requirements found in the Standards, Contractor shall be liable for any damage it causes as a result of the violation of this Agreement or the Standards, including attorneys' fees incurred by the Town and all other reasonable costs and expenses incurred in enforcing said Standards. Additionally, if Contractor fails to construct, maintain, or undertake the Installation as agreed and in violation of the Standards, or if Contractor shall in any fashion breach the terms and conditions of this Road Impact Agreement, or if Contractor shall otherwise fail or refuse to comply with the Zoning and/or Subdivision Ordinance of Elkhart County, Indiana, the Town may seek and pursue all other remedies available at law or in equity, to include the remedy of specific performance or injunctive relief, and in addition thereto, the Town may directly, or through their authorized representatives or departments, cancel, rescind, or terminate any permits or authorization heretofore granted to Contractor, and may withhold any construction, building, occupancy, or other permits sought by Contractor, at the location set forth in Section 2 AND at any other locations in the Town, until all such failures, breaches, or violations of Contractor shall be cured to the satisfaction of the Town.

**8. Contractor:** "Contractor" as used within this Agreement, and in any application, or permit, applicable to the improvements, shall be and mean the company or entity set forth below, or the individual or individuals set forth below. Each person signing this Road Impact Agreement for and on behalf of a company or entity certifies that he/she/it duly authorized and empowered on behalf of such company or entity to execute and deliver the same for and on behalf thereof. Any person signing below as "Contractor" in an individual, non-representative capacity, shall be personally responsible and accountable for the terms and conditions of this Road Impact Agreement.

**9. Contact Person:** The contact person for Contractor, and applicable address and phone number therefore, for all purposes under this Agreement, are as follows:

Name: Ancon Construction Co., Chris Morrival, Project Manager

Address: 2146 Elkhart Road, Goshen IN 46526

Office Phone Number: 574-533-5361 Mobile Phone Number: 574-238-8762

Email Address: cmorrival@anconconstruction.com

**10. Agents and Representatives:** The duties of Contractor to indemnify and hold the Town free and harmless per the terms of this Road Impact Agreement, or the Standards, shall apply to Town of Bristol, County of Elkhart, and to the officers, agents, elected officials, employees, and representatives thereof.

**11. Special or Additional Standards (FOR TOWN USE ONLY):**

Pre-construction meeting with Town staff

Tim McCandless 574-304-1894

Dean Rentfrow 574-304-2218

after January 1, 2024 Eric Funkhouser 574-304-2218

**12. Binding Effect:** This Agreement shall apply to and be binding upon Contractor, and the successors, assigns, heirs, and beneficiaries of the same.



**ROAD IMPACT AGREEMENT APPLICATION  
 Commercial Driveway**

**Permit Number:** 2023-11

CONTRACTOR

Date Signed: 11/15/23

*Chris Morrical*  
 SIGNATURE OF AUTHORIZED AGENT

Chris Morrical  
 PRINTED NAME

Ancon Construction  
 NAME OF CONTRACTOR

Project Manager  
 TITLE

TOWN OF BRISTOL

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

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED AGENT  
 (Town Manager or Town Clerk-Treasurer)

\_\_\_\_\_  
 PRINTED NAME

\_\_\_\_\_  
 TITLE

Office Use Only	
Date Town Rec'd: <u>12/06/2023</u>	Rec'd By: <u>M. Yoder</u>
Date Application Fee Rec'd: <u>\$250</u>	Date Application Fee Processed: _____
Date Bond Rec'd: <u>12/06/2023</u>	Date Bond Processed: _____
Construction Start Date: _____	Date of Completion of Last Work Performed: _____
Performance Bond Exp. Date: _____	Permit Closed Date: _____

**FINAL INSPECTION AND CERTIFICATION**

The undersigned hereby certifies and confirms that he/she has undertaken the final inspection on the Installation contemplated by the above referenced Road Impact Agreement, and the undersigned herewith confirms that the Installation was completed by Contractor as of \_\_\_\_\_ (date), and that such Installation was constructed consistent with the terms and conditions of such Road Impact Agreement.

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

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
 PRINTED NAME

\_\_\_\_\_  
 TITLE



November 2, 2023

To: Bristol Town Engineer

RE: CTI, 503 Bloomingdale Drive, Bristol IN

Plan Sheet 1

- 1) Streetview shows vehicles parking within the stripped out unmarked parking spaces. Add truck turning movements to show a semi backing into the loading dock with turning movements on-site and not backing in from Bloomingdale Drive.  
**Response: The truck turning movement is shown on Sheet 1 as requested.**
- 2) Where are the parking requirements? Is more parking required with this addition?  
**Response: The parking requirements for the existing and proposed conditions are shown on Sheet 1.**
- 3) What is the percentage of building coverage?  
**Response: The land use calculations are shown on Sheet 1.**
- 4) Where do existing utilities enter the building? Will the proposed improvements affect these?  
**Response: The approximate locations for existing utilities are shown on Sheet 2. No changes are planned as part of this project.**
- 5) Please add the platted drainage easements. 10' along east property line and 20' platted setback on the rear.  
**Response: The drainage easements are shown on Sheet 1 as requested.**
- 6) The proposed building addition encroaches within the 20' rear drainage easement. Has a submittal been made to Elkhart County to modify the drainage easement? Provide approval of the easement change.  
**Response: The proposed building addition has a rear setback of 18.6 ft. at the southwest corner. The southeast corner has a setback of 21.3 ft. The property line is not parallel to the proposed building line. The site drainage is collected and retained on site. The south drainage easement is not needed for site drainage retention. The owner request approval of the proposed building rear setback as acceptable.**
- 7) International Fire code requires a Fire apparatus access road to be provided to extend to within 150 feet of all portions of the facility. Are you seeking a variance with the state? If so, please provide a copy of the approval.  
**Response: The Bristol fire dept. has approved the addition of a fire lane on the west side of the property as shown on Sheet 1. They have also approved shared use of pavement on the eastern adjoiners property for fire access to the east side of the property. This will be documented by a shared use easement between the property owners.**
- 8) Please revise the rear yard building setback to 15' per the Elkhart County Ordinance.  
**Response: The rear building setback is shown on Sheet 1.**





### Plan Sheet 3

- 1) How does the existing concrete at the northeast corner of the existing building drain? Does this change the existing watershed area shown?  
**Response: The concrete at the northeast corner of the existing building appears to drain north toward the road. The south watershed boundary has been revised.**
- 2) Does any off-site stormwater flow into the existing drainage easement or on this site?  
**Response: The general drainage pattern is from north to south in this area. There is a farm field to the south which drains to the north. The existing soils are generally permeable. This will allow most drainage to infiltrate. If there is overland flow, it will flow to the south drainage swale and enter the site drainage retention system.**

### Plan Sheet 4

- 1) Can you meet the required storage volume by revising the basin slopes from 4:1 to 3:1?  
**Response: The owner prefers 4:1 side slope to allow for better mowing and maintenance of the vegetated areas.**
- 2) Roof and Pavement runoff coefficient are 0.95 per Elkhart County Highway Street Standards.  
**Response: The coefficient for impervious areas has been revised as requested.**
- 3) In a 100 Year Storm event, what will happen to stormwater when the retention pond spills over the top 774 Elevation?  
**Response: Any overtopping flow from the site drainage retention system will drain north across the site towards Bloomingdale Drive.**

### Plan Sheet 5

- 1) What is to be used for Slope protection on the south property line?  
**Response: Grading notes have been added to Sheet 5 regarding the requirements for slope protection.**
- 2) On the East retention basin, the Infiltration study recommended excavation deeper into the permeable soils layer at Boring B-2. By not excavating into this layer will this create a wet pond, or will this be dry?  
**Response: The area of proposed over excavation east of the proposed building addition is shown on Sheet 2.**

### Plan Sheet 7

- 1) Concrete washout needs to be 50' away from stormwater conveyance system per Indiana Stormwater Quality Manual Chapter 7.  
**Response: The requested revision is shown on Sheet 7. A note has been added to the legend with the 50 ft. separation requirement.**
- 2) Does Stormwater runoff enter the site from the east and/or west?  
**Response: The general drainage pattern is from north to south in this area. The existing developed sites east and west of this property have onsite drainage systems. The existing soils are generally permeable. This will allow most drainage to infiltrate. If there is overland flow from an adjoining property, it will flow to the site drainage retention system.**
- 3) On the south line please show perimeter protection to prevent erosion from off-site sheet flow.  
**Response: The requested revision is shown on Sheet 7.**



Plan Sheet 11

- 4) If Dewatering is required, a dewatering plan shall be submitted and approved prior to dewatering activities. This plan shall show location of discharge, flow rate and duration of dewatering activities.

**Response: There is no dewatering anticipated. A note requiring prior approval for dewatering activity has been added to Sheet 7.**

Please contact us if there are any questions on this submittal. Thank you for your assistance with this project.

Respectfully submitted,  
Debra S. Hughes, P.E.

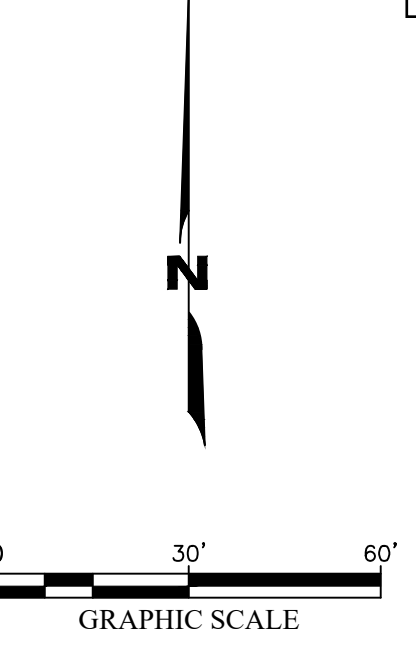
**Surveying and Mapping LLC**

2810 Dexter Drive

Elkhart IN 46514

(574) 266-1010

Email: [debra.hughes@sam.biz](mailto:debra.hughes@sam.biz)



SYMBOL	DESCRIPTION
	AIR CONDITIONING UNIT
	WATER VALVE
	ELECTRIC PULL BOX
	GAS METER
	WELL LOCATION
	SIGN
	FIBER OPTIC VAULT
	POLE
	TELEPHONE PEDESTAL
	MAILBOX
	ELECTRIC VAULT
	WATER MANHOLE
	80D NAIL SET
	REBAR SET
	REBAR FOUND
	IRON PIPE FOUND
	BENCHMARK SET
	CHAIN LINK FENCE
	TREE LINE
	TOP OF BANK
	TOE OF SLOPE
	CENTERLINE ASPHALT
	OVERHEAD ELECTRIC

**SITE BENCHMARKS:**

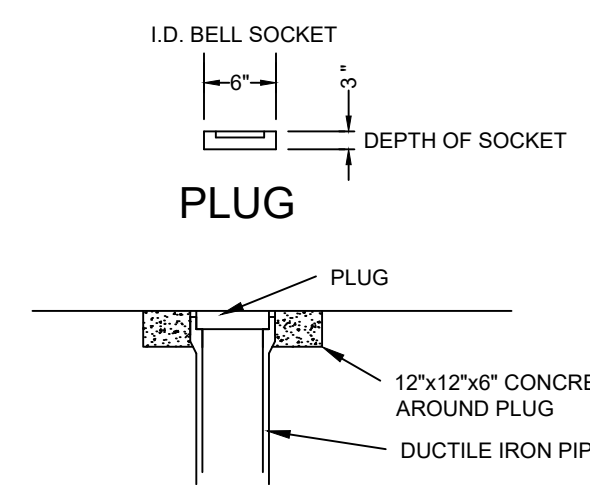
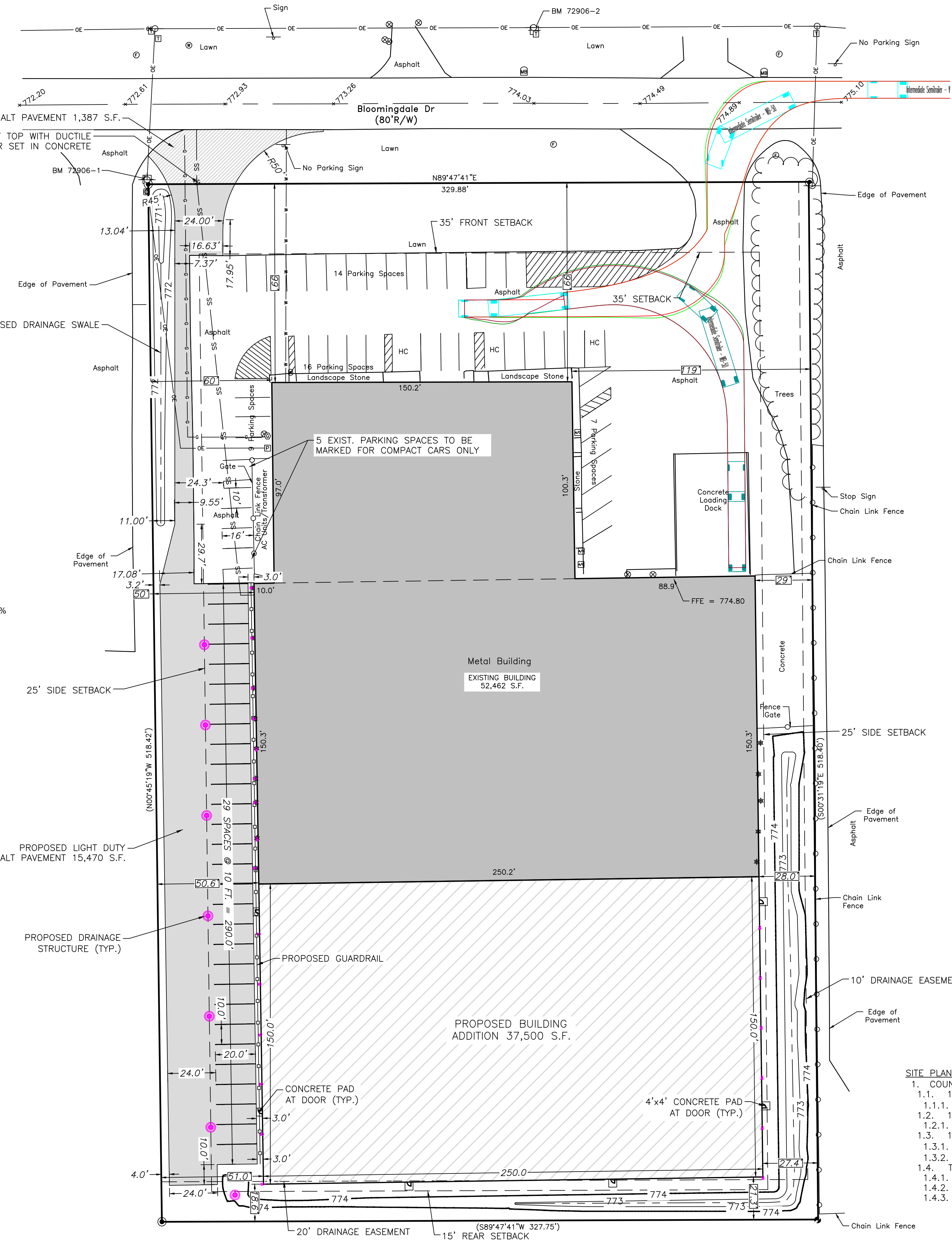
BM 72906-1  
Bench Tie found in the North face of Nipsco Power Pole 1-063/111 at the NW corner of Property.  
Elevation = 773.23

BM 72906-2 A Gear set in the SE face of Nipsco Power Pole 1-058/096 near the SE corner of StayLock storage on Bloomingdale Dr.  
Elevation = 775.28

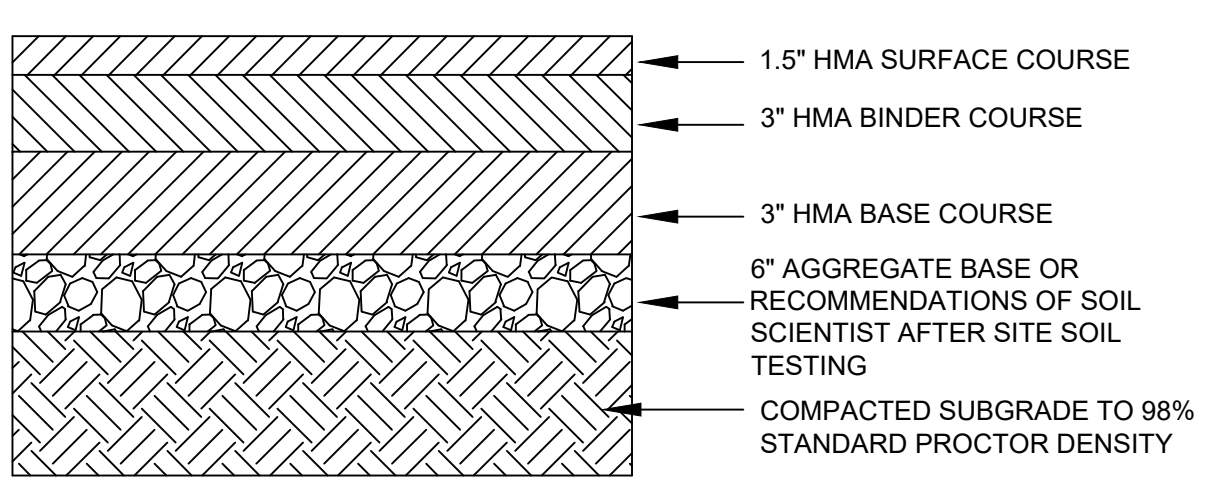
LAND USE CALCULATIONS	SF	AC	PERCENT
PROPERTY AREA	170,450	3.91	100%
EXISTING BUILDING	52,462	1.20	31%
PROPOSED BUILDING	37,500	0.86	22%
TOTAL BUILDING	89,962	2.07	53%

- SITE PLAN NOTES:**
- COUNTY PARKING REQUIREMENTS: LIGHT INDUSTRIAL (SEC. 7.2.4)
    - 1.1. 1 SPACE PER 300 S.F. OFFICE SPACE
      - 1.1.1. EXISTING OFFICE: 6,200 S.F./300 = 21 SPACES
    - 1.2. 1 SPACE PER 1,000 S.F. OUTDOOR STORAGE AREA
      - 1.2.1. OUTDOOR STORAGE: 0 S.F.
    - 1.3. 1 SPACE PER 2,500 S.F. INDOOR STORAGE AREA
      - 1.3.1. EXISTING INDOOR STORAGE: 46,262 S.F./2500 = 19 SPACES
      - 1.3.2. PROPOSED INDOOR STORAGE: 37,500 S.F./2500 = 15 SPACES
  - TOTAL REQUIRED PARKING: 55 SPACES
    - 1.4.1. EXISTING PARKING: 46 SPACES
    - 1.4.2. PROPOSED PARKING: 30 SPACES
    - 1.4.3. TOTAL PROPOSED PARKING: 76 SPACES

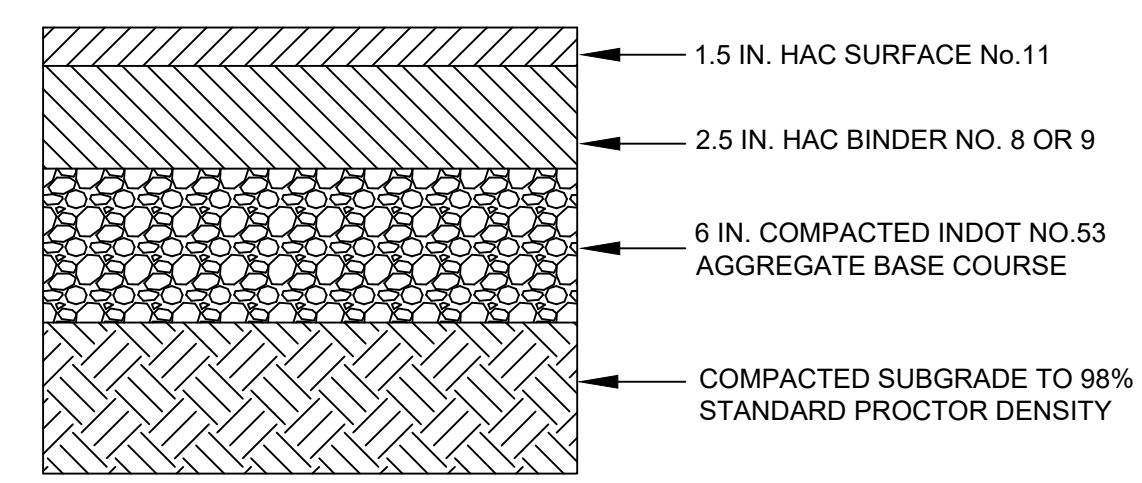
1)A submittal is required for the Town of Bristol Commercial Driveway Road Impact Agreement in accordance with the Town Standards. See Figure 2.13 for commercial driveway standard detail



**SANITARY SEWER CLEAN-OUT TOP IN PAVEMENT**  
Not to scale



**ASPHALT PAVEMENT SECTION TOWN OF BRISTOL R.O.W.**  
NOT TO SCALE



**LIGHT-DUTY ASPHALT PAVEMENT SECTION**  
NOT TO SCALE

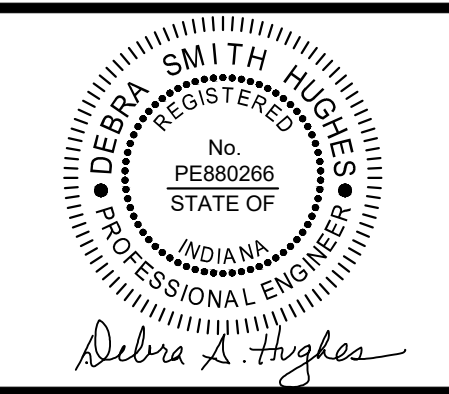
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NO.	REVISIONS	BY	DATE
1	ADD WEST FIRE LANE AND PARKING	DSH	10/26/2023



2810 Dexter Drive  
Elkhart, IN 46514  
Phone: 574-266-1010  
Email: info@sam.biz

DRAWING FILE: 1022072906-DESIGN.DWG  
CERTIFICATION DATE: 11/20/2023  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: NONE  
ENGINEER: Debra S. Hughes, P.E.  
TECHNICIAN: GJS / AKM

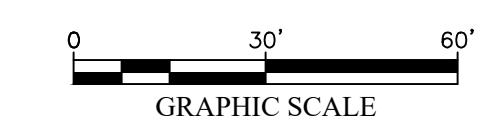
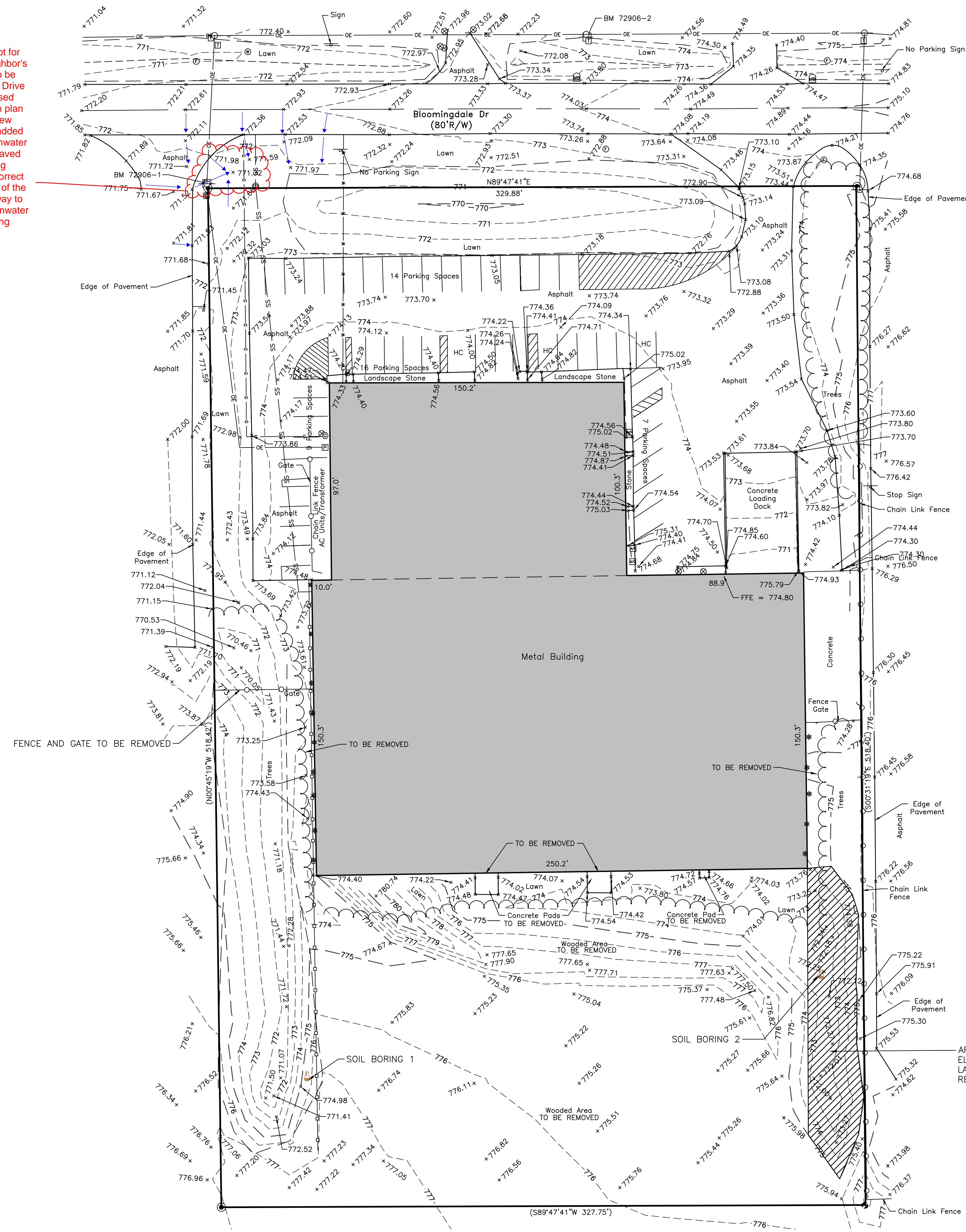


**PROPOSED SITE PLAN**

COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
PT. BRISTOL INDUSTRIAL PARK,  
PT. SE 1/4, SEC 27, T38N, R6E  
WASHINGTON TWP., ELKHART CO., INDIANA

JOB NUMBER: 1022072906

The existing low spot for drainage of the neighbor's driveway appears to be within the proposed Drive location. The proposed driveway grading on plan sheet 5 shows for new hard surface to be added and now drain stormwater to pond within the paved area on the adjoining driveway. Please correct the grading/drainage of the new proposed driveway to not pond more stormwater within the neighboring driveway.



- SYMBOL DESCRIPTION
- AIR CONDITIONING UNIT
  - WATER VALVE
  - ELECTRIC PULL BOX
  - GAS METER
  - WELL LOCATION
  - SIGN
  - FIBER OPTIC VAULT
  - POLE
  - TELEPHONE PEDESTAL
  - MAILBOX
  - ELECTRIC VAULT
  - WATER MANHOLE
  - 80D NAIL SET
  - REBAR SET
  - REBAR FOUND
  - IRON PIPE FOUND
  - BENCHMARK SET
- 
- CHAIN LINK FENCE
  - TREE LINE
  - TOP OF BANK
  - TOE OF SLOPE
  - CENTERLINE ASPHALT
  - OVERHEAD ELECTRIC

UTILITY NOTES:

INDIANA 811 WAS CONTACTED ON 6/12/2023 REQUESTING THE LOCATION OF BURIED UTILITIES FOR THIS PROJECT. TICKET NUMBER 2306121351 WAS ISSUED. ALL BURIED UTILITIES MARKED AS A RESULT OF THE CONTACT WERE LOCATED IN THE FIELD AND ARE SHOWN. OTHER BURIED UTILITIES MAY EXIST ON THIS SITE THAT WERE NOT MARKED.

SITE BENCHMARKS:

BM 72906-1  
Bench Tie found in the North face of NipSCO Power Pole 1-063/111 at the NW corner of Property.  
Elevation = 773.23

BM 72906-2 A Gear set in the SE face of NipSCO Power Pole 1-058/096 near the SE corner of StayLock storage on Bloomingdale Dr.  
Elevation = 775.28

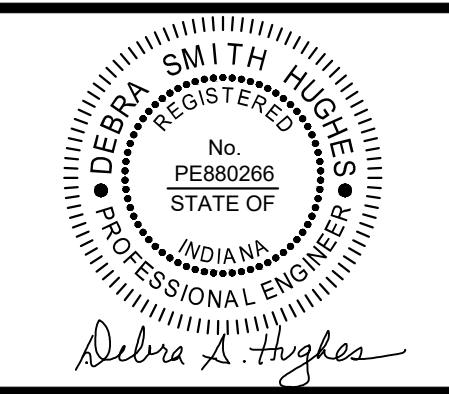
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PRINTED: Monday, November 20, 2023 2:15:50 PM

NO.	REVISIONS	BY	DATE
1	ADD SOIL BORING LOCATIONS	DSH	10/26/2023



2810 Dexter Drive  
Elkhart, IN 46514  
Phone: 574-266-1010  
Email: info@sam.biz

DRAWING FILE: 1022072906-DESIGN.DWG  
CERTIFICATION DATE: 11/20/2023  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: NONE  
ENGINEER: Debra S. Hughes, P.E.  
TECHNICIAN: GJS



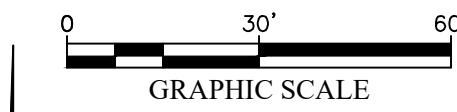
EXISTING CONDITIONS PLAN  
COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
PT. BRISTOL INDUSTRIAL PARK,  
PT. SE 1/4, SEC 27, T38N, R6E  
WASHINGTON TWP., ELKHART CO., INDIANA  
JOB NUMBER: 1022072906

SHEET 2  
OF 11

SITE BENCHMARKS:

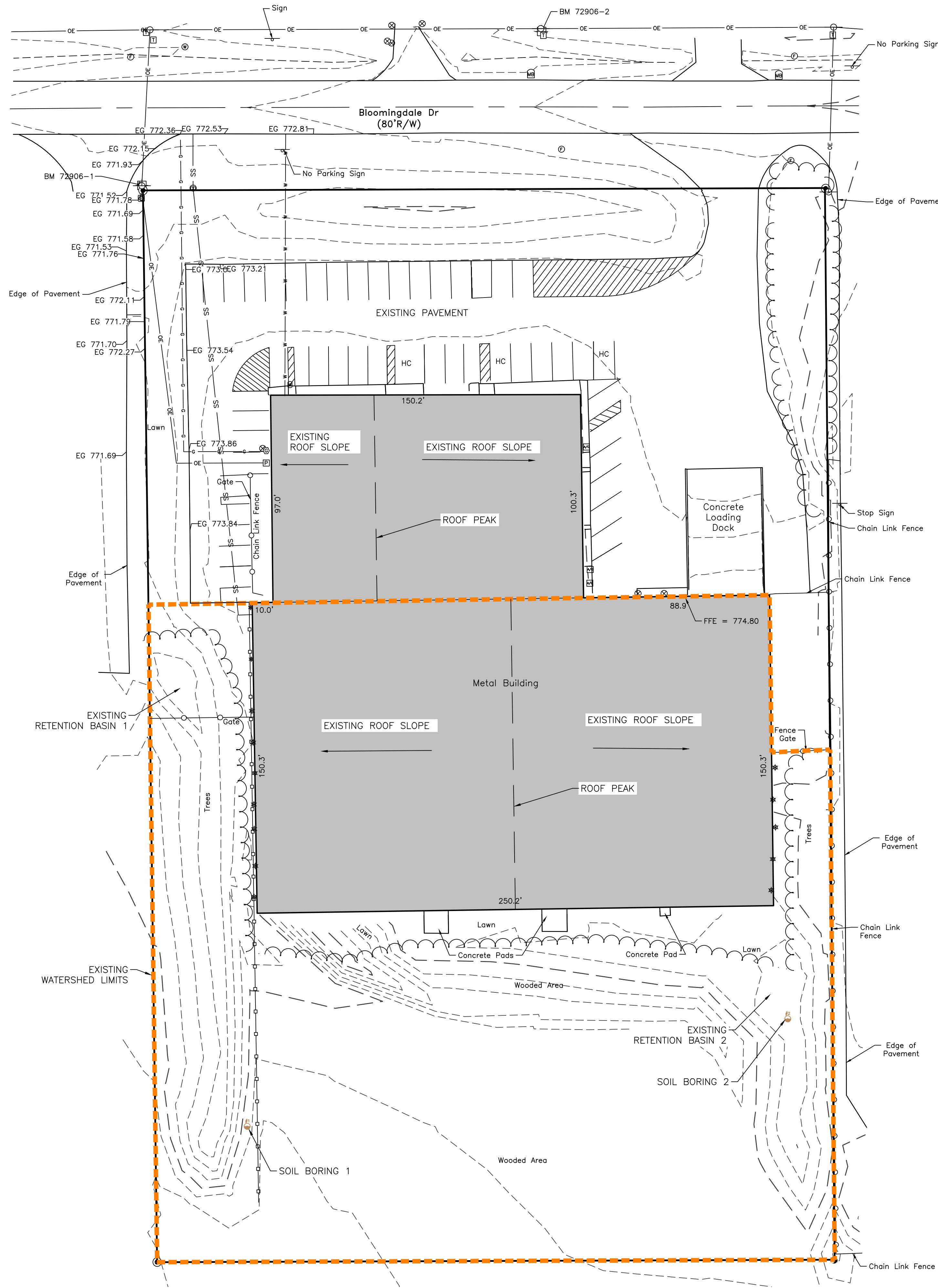
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- SYMBOL DESCRIPTION
- AIR CONDITIONING UNIT
- WATER VALVE
- ELECTRIC PULL BOX
- GAS METER
- WELL LOCATION
- SIGN
- FIBER OPTIC VAULT
- POLE
- TELEPHONE PEDESTAL
- MAILBOX
- ELECTRIC VAULT
- WATER MANHOLE
- 800 NAIL SET
- REBAR SET
- REBAR FOUND
- IRON PIPE FOUND
- BENCHMARK SET

- CHAIN LINK FENCE
- TREE LINE
- TOP OF BANK
- TOE OF SLOPE
- CENTERLINE ASPHALT
- OVERHEAD ELECTRIC



Watershed	Roof (sf)	Pavement (sf)	Pervious (sf)	Total Area (sf)	Impervious x 0.95	Pervious x 0.30	Weighted total area (sf)	Average C	Area (Ac.)	C * A
Existing Watershed	37,542	260	65,129	102,931	35,912	19,539	55,451	0.54	2.36	1.27

Elevation	Area (sf)	Volume (cf)
771.5	1,547	
771.0	451	500
770.5	113	141
<b>Total Volume:</b>		<b>641</b>

Elevation	Area (sf)	Volume (cf)
773.7	3,393	
773.5	2,810	620
773.0	1,595	1,101
772.5	611	552
772.3	289	90
<b>Total Volume:</b>		<b>1,722</b>

Storm Duration (Tc) hours	100 Year Rainfall (I) inches/hour	Inflow Rate Q (Q@Tc=CIA)	Outflow Rate O (S=Q-O)	Storage Rate (Tc*S=AF)	Required Storage in Acre Feet (AF) * 43,560=CF	Required Storage in Cubic Feet (CF)
0.50	3.96	5.04	0.11	4.93	0.205	8,942
1.00	1.98	2.52	0.11	2.41	0.201	8,734
2.00	1.55	1.97	0.11	1.86	0.310	13,495
3.00	1.14	1.45	0.11	1.34	0.334	14,558
4.00	0.92	1.17	0.11	1.06	0.352	15,344
5.00	0.77	0.98	0.11	0.87	0.361	15,715
6.00	0.67	0.85	0.11	0.74	0.369	16,085
9.00	0.48	0.61	0.11	0.50	0.373	16,226
15.00	0.32	0.41	0.11	0.29	0.366	15,954
18.00	0.25	0.32	0.11	0.20	0.306	13,322
24.00	0.22	0.28	0.11	0.17	0.331	14,436
				Storage Volume Required		16,226
Developed CA				1.27	Total volume provided	2,362
					% storage	15%

Area	4,940 s.f.
Soil Infiltration Rate	Estimated Infiltration Rate: 1 in/hr
Rate	2.31481E-05 ft/sec
Calculation: Q	0.11 c.f.s.
Time to Drain for peak volume:	17.0 hours

Soil infiltration data from Weaver Consultants soil testing report Sept. 3, 2023

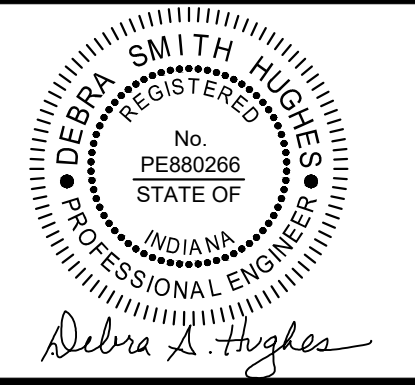
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NO.	REVISIONS	BY	DATE
1	ADD SOIL BORING LOCATIONS	DSH	10/26/2023



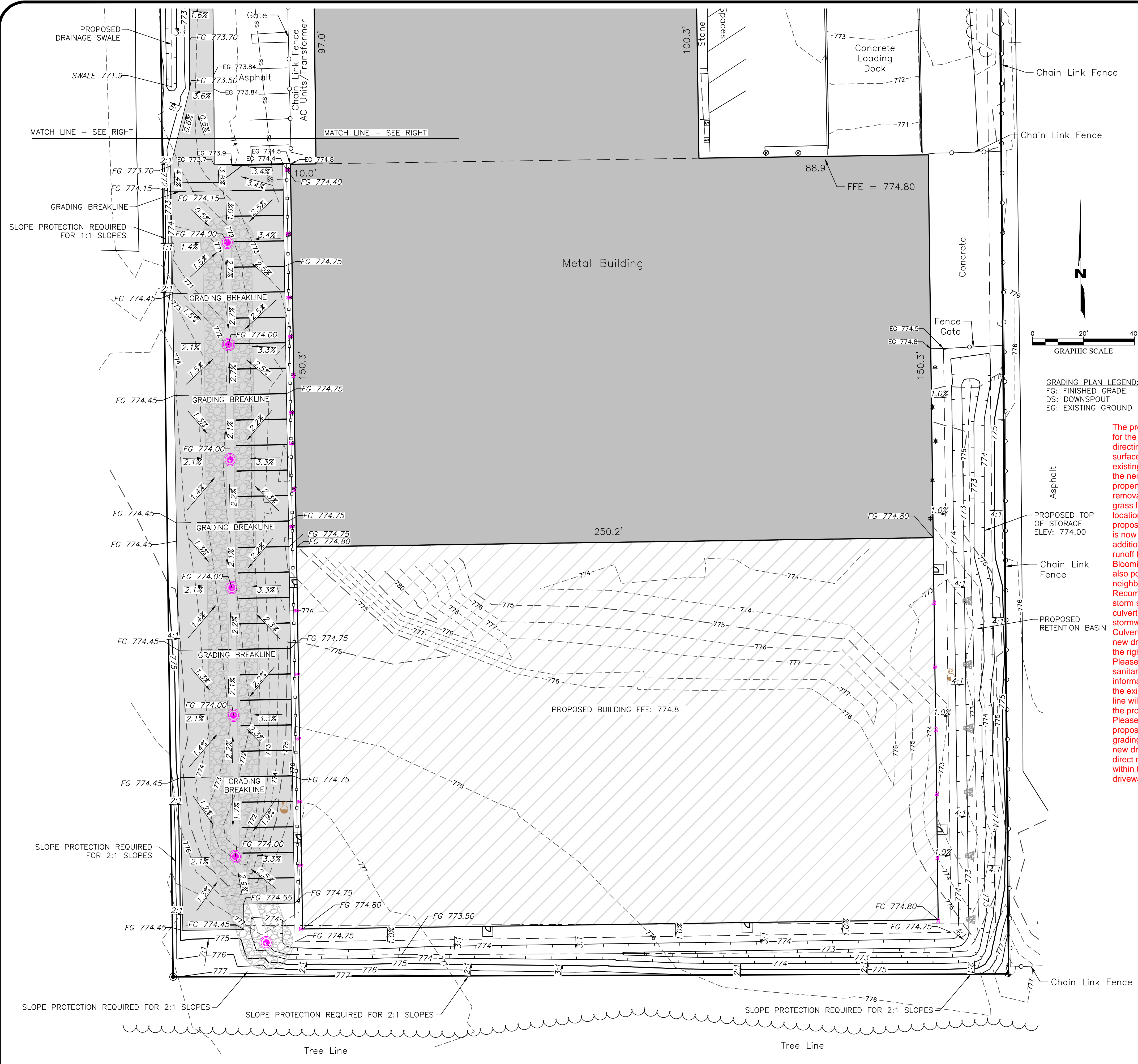
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DRAWING FILE: 1022072906-DESIGN.DWG  
CERTIFICATION DATE: 11/20/2023  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: NONE  
ENGINEER: Debra S. Hughes, P.E.  
TECHNICIAN: GJS / AKM



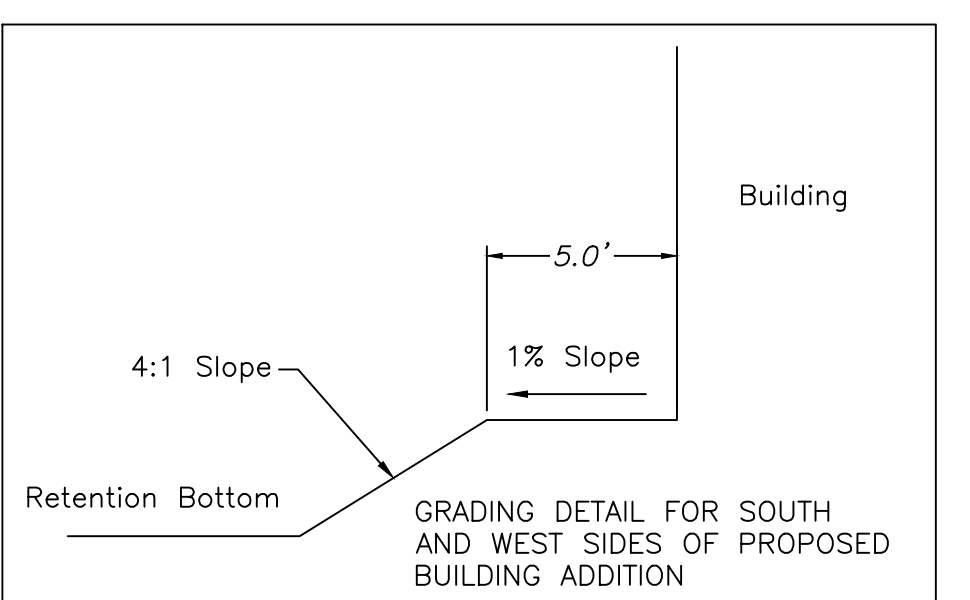
EXISTING DRAINAGE PLAN  
COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
PT. BRISTOL INDUSTRIAL PARK,  
PT. SE 1/4, SEC 27, T38N, R6E  
WASHINGTON TWP., ELKHART CO., INDIANA  
JOB NUMBER: 1022072906





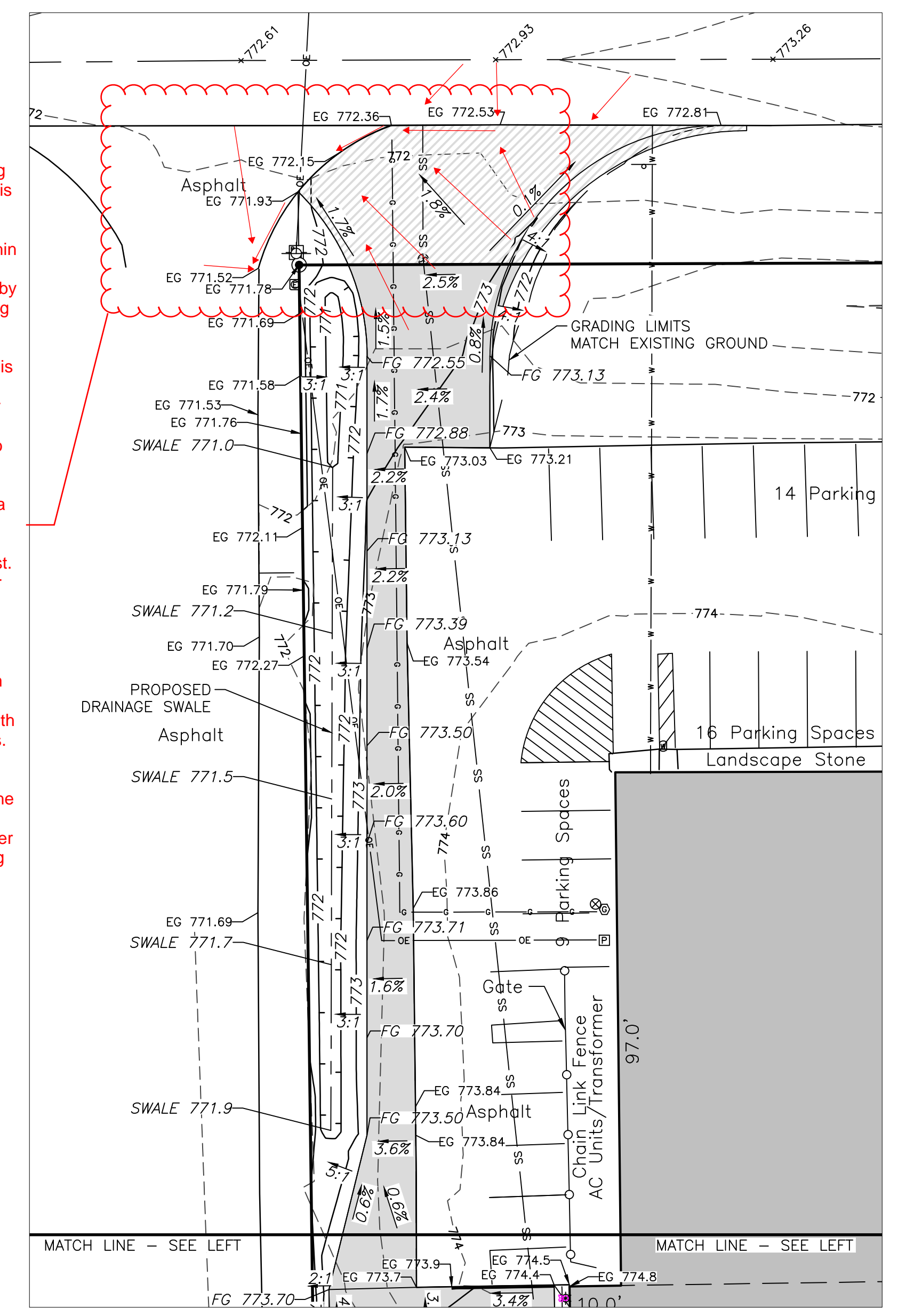
- SYMBOL DESCRIPTION UNIT**
- ⊠ AIR CONDITIONING UNIT
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  - ⊠ ELECTRIC PULL BOX
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  - ⊠ WELL LOCATION
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 Elevation = 775.28



**GRADING PLAN LEGEND:**  
 FG: FINISHED GRADE  
 DS: DOWNSPOUT  
 EG: EXISTING GROUND

The proposed grading for the new driveway is directing new hard surface runoff to an existing low point within the neighboring property. In addition, by removal of the existing grass low point in the location of the proposed driveway this is now directing additional stormwater runoff from Bloomingdale drive to also pond within the neighbor's driveway. Recommend adding a storm structure and culvert to direct stormwater to the east. Culvert is required for new driveways within the right-of-way. Please show the sanitary invert information to confirm the existing sanitary line will not conflict with the proposed culverts. Please correct the proposed grading/drainage of the new driveway to not direct more stormwater within the neighboring driveway.



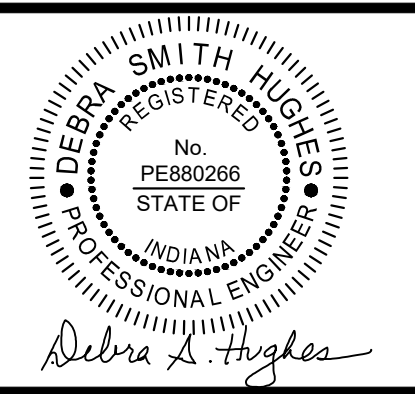
- GRADING PLAN NOTES:**
- SLOPE PROTECTION IS REQUIRED ON SOUTH BANK OF SOUTH DRAINAGE SWALE AND ANY OTHER AREAS WITH 2:1 OR STEEPER SLOPE.
  - SLOPE PROTECTION TO INCLUDE EROSION CONTROL BLANKET AS SHOWN ON SHEET 8 AND SEEDING WITH MIX FOR STEEP BANKS AS SHOWN ON SHEET 9.

NO.	REVISIONS	BY	DATE



2810 Dexter Drive  
 Elkhart, IN 46514  
 Phone: 574-266-1010  
 Email: info@sam.biz

DRAWING FILE: 1022072906-DESIGN.DWG  
 CERTIFICATION DATE: 11/20/2023  
 HORIZONTAL SCALE: 1"=20'  
 VERTICAL SCALE: NONE  
 ENGINEER: Debra S. Hughes, P.E.  
 TECHNICIAN: GJS / AKM



**PROPOSED GRADING PLAN**  
 COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
 PT. BRISTOL INDUSTRIAL PARK,  
 PT. SE 1/4, SEC 27, T38N, R6E  
 WASHINGTON TWP., ELKHART CO., INDIANA  
 JOB NUMBER: 1022072906

STORMWATER POLLUTION PREVENTION PLAN PART A

Table with columns: ITEM#, DESCRIPTION, LOCATION. Items A1 through A31 detailing site characteristics and requirements.

STORMWATER POLLUTION PREVENTION PLAN PART B - CONSTRUCTION COMPONENT SHEET 7

STORMWATER POLLUTION PREVENTION PLAN PART C - POST CONSTRUCTION COMPONENT

Table with columns: ITEM#, DESCRIPTION, LOCATION. Items C1 through C6 detailing post-construction measures.



LATITUDE: N 41.7115'
LONGITUDE: W 85.8143'

HYDROLOGIC UNIT CODE: 04050001150020

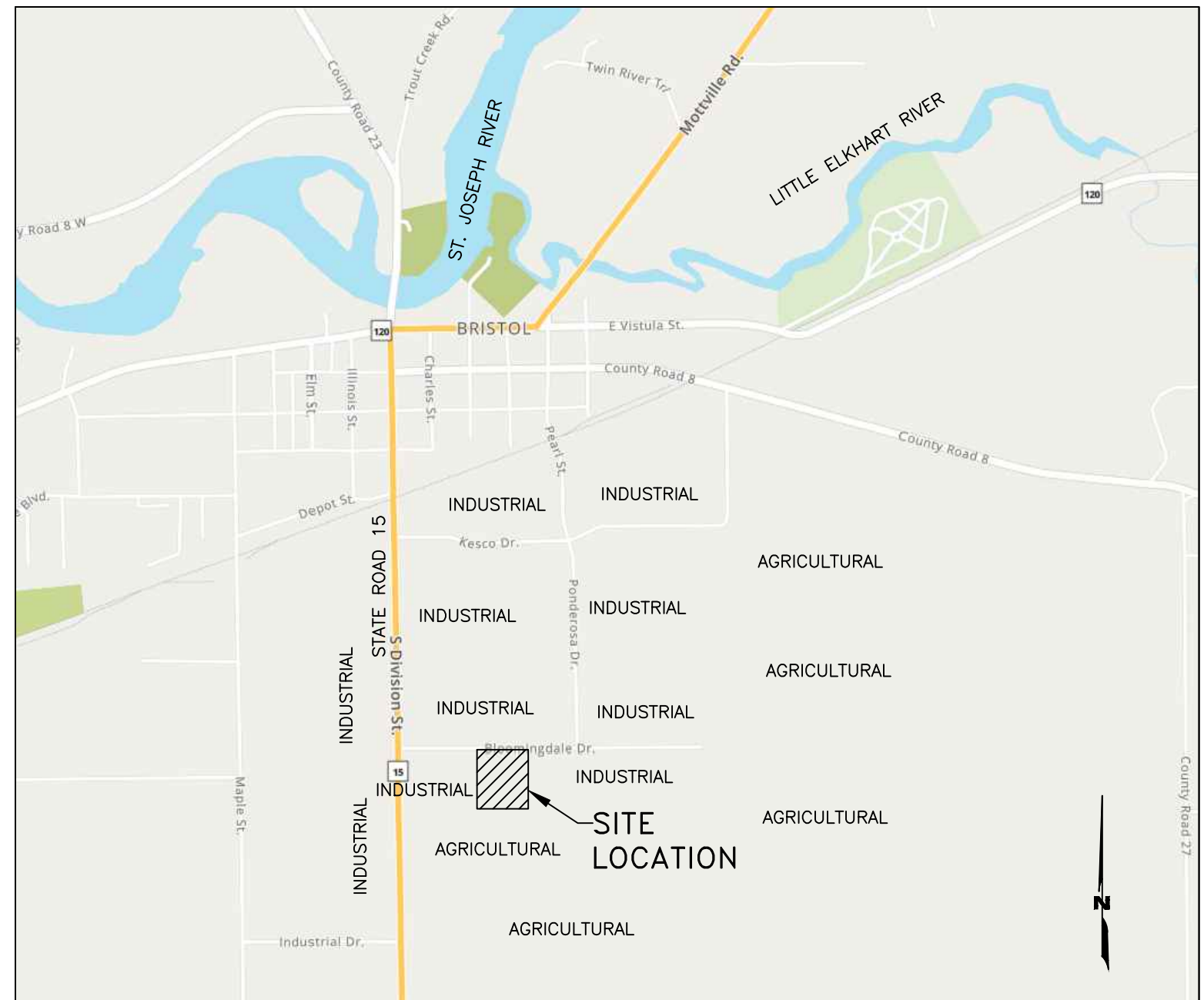
Ufza—Urban land—Mishawaka complex, 0 to 1 percent slopes
Map Unit Setting
National map unit symbol: 5k6x
Elevation: 360 to 1,540 feet
Mean annual precipitation: 34 to 40 inches
Mean annual air temperature: 47 to 50 degrees F
Frost-free period: 140 to 170 days
Farmland classification: Not prime farmland
Map Unit Composition
Urban land: 50 percent
Mishawaka and similar soils: 45 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.
Description of Urban Land
Setting
Landform: Outwash plains
Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Other vegetative classification: Trees/Timber (Woody Vegetation)
Hydric soil rating: Unranked
Description of Mishawaka
Setting
Landform: Outwash plains
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Cross-slope shape: Linear
Parent material: Sandy outwash
Typical profile
Ap - 0 to 12 inches: sandy loam
Bt1 - 12 to 18 inches: sandy loam
Bt2 - 18 to 25 inches: gravelly loamy sand
BC - 25 to 58 inches: sand
C - 58 to 80 inches: sand
Properties and qualities
Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 6.0 inches)
Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3s
Hydrologic Soil Group: A
Ecological site: F098XA014M - Dry Sandy Drift Plains
Other vegetative classification: Mixed/Transitional (Mixed Native Vegetation)
Hydric soil rating: No
Minor Components
Eltson
Percent of map unit: 5 percent
Landform: Outwash plains
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Cross-slope shape: Linear
Ecological site: R098XA016M - Prairie Loamy Drift Plains
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No



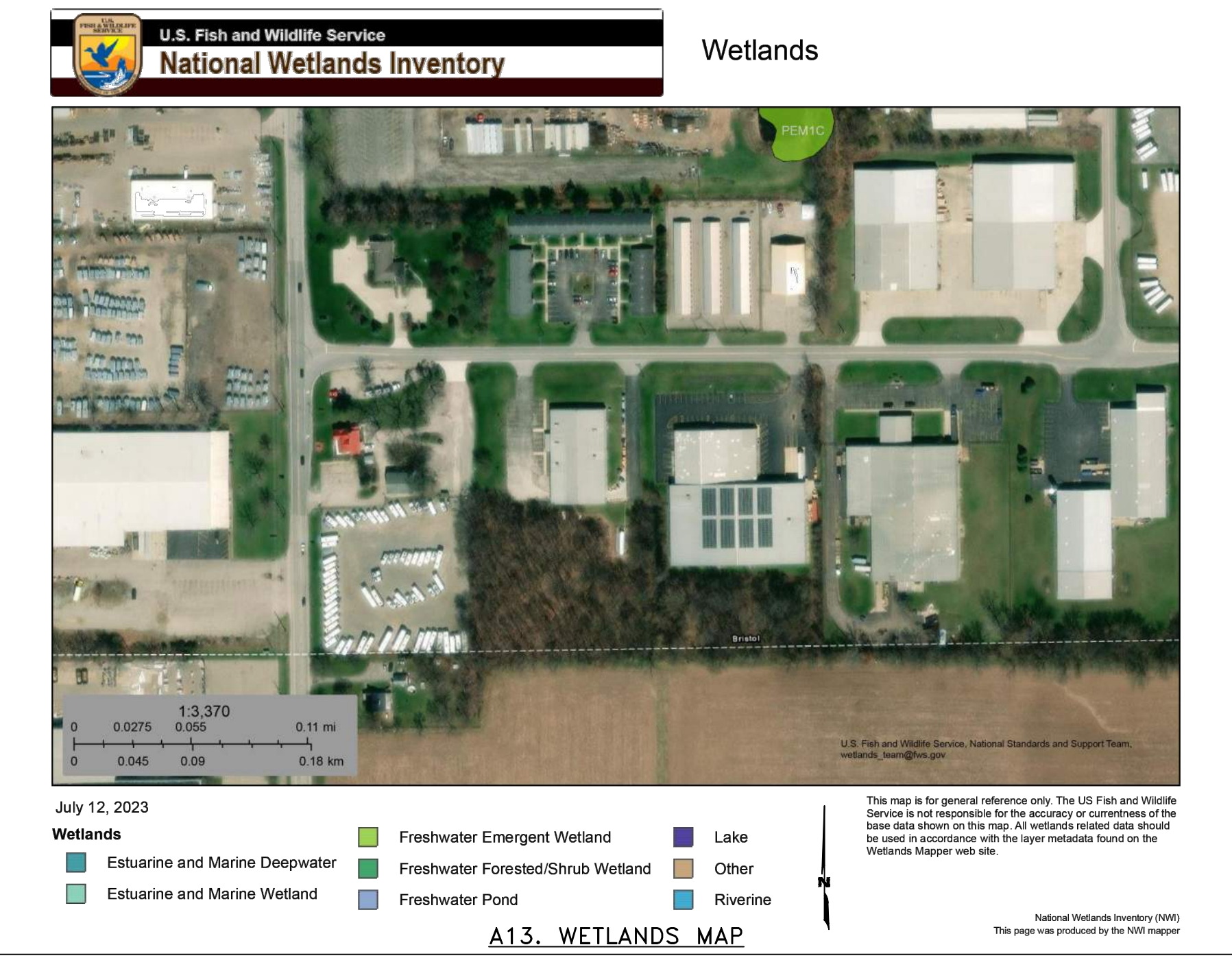
A12. SOIL MAP

A12. SOIL DESCRIPTIONS

Soil Map Legend table with columns: Map Unit Symbol, Map Unit Name, Limitations (Small Commercial Buildings), Acres in AOI, Percent of AOI.



LOCATION MAP
A2. VICINITY MAP A8. ADJACENT LANDUSE
NOT TO SCALE



A13. WETLANDS MAP

A5. LEGAL DESCRIPTION

DOC. #2014-14911
A PART OF THE RECORDED PLAT OF BRISTOL INDUSTRIAL PARK (PLAT RECORD 15, PAGE 40), SAID PLAT BEING SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27 AND THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 6 EAST, WASHINGTON TOWNSHIP, ELKHART COUNTY, TOWN OF BRISTOL, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 00 DEGREES 05 MINUTES WEST ALONG THE CENTERLINE OF INDIANA STATE ROAD 15, A DISTANCE OF 320 FEET TO A POINT ON THE SOUTH LINE OF BLOOMINGDALE DRIVE AS THE SAID DRIVE IS KNOWN AND DESIGNATED IN THE SAID PLAT OF BRISTOL INDUSTRIAL PARK; THENCE SOUTH 89 DEGREES 22 MINUTES EAST ALONG THE SOUTH LINE OF SAID BLOOMINGDALE DRIVE, A DISTANCE OF 329.88 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES WEST, A DISTANCE OF 518.40 FEET TO A POINT ON THE SOUTH LINE OF SAID BRISTOL INDUSTRIAL PARK; THENCE NORTH 89 DEGREES 22 MINUTES WEST ALONG THE SOUTH LINE OF SAID BRISTOL INDUSTRIAL PARK, A DISTANCE OF 327.75 FEET; THENCE NORTH 00 DEGREES 05 MINUTES EAST A DISTANCE OF 518.42 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

VERTICAL SCALE: NONE
ENGINEER: Debra S. Hughes, P.E.
TECHNICIAN: AKM

Table with columns: NO., REVISIONS, BY, DATE.



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Elkhart, IN 46514
Phone: 574-266-1010
Email: info@sam.biz

Table with columns: DRAWING FILE: 1022072906-DESIGN.DWG, CERTIFICATION DATE: 11/20/2023, HORIZONTAL SCALE: NONE, VERTICAL SCALE: NONE, ENGINEER: Debra S. Hughes, P.E., TECHNICIAN: AKM

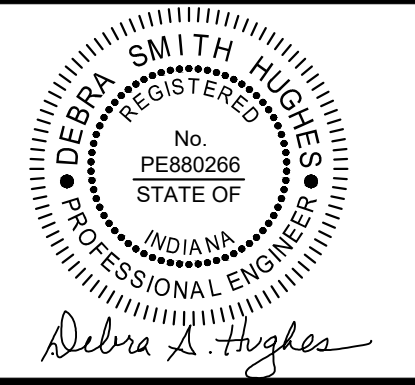


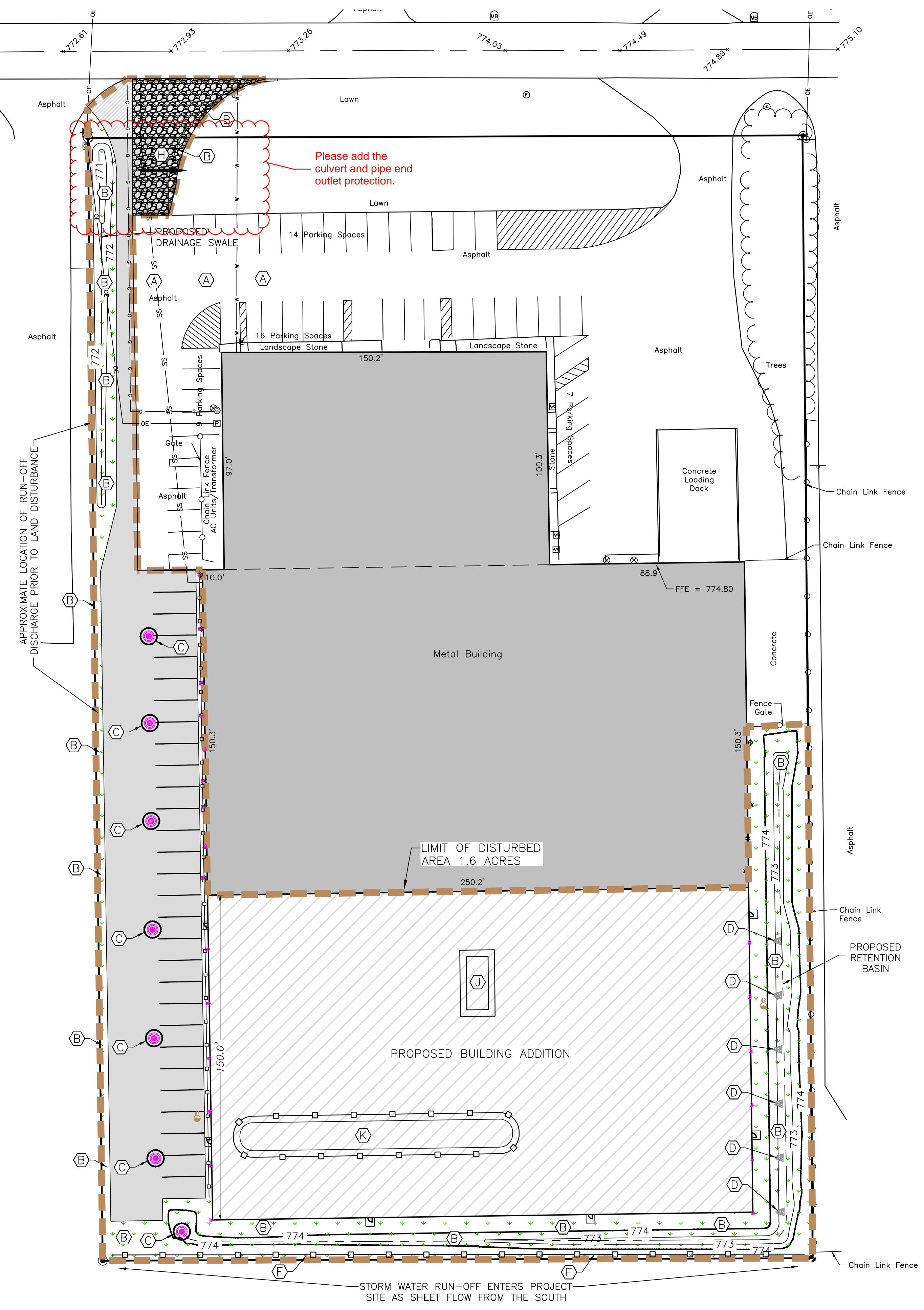
Table with columns: STORM WATER POLLUTION PREVENTION PLAN - PART A, COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL PT. BRISTOL INDUSTRIAL PARK, PT. SE 1/4, SEC 27, T38N, R6E WASHINGTON TWP., ELKHART CO., INDIANA, JOB NUMBER: 1022072906



**STORMWATER POLLUTION PREVENTION PLAN — PART B — CONSTRUCTION COMPONENT**

- B1. POTENTIAL POLLUTANT SOURCES DURING CONSTRUCTION AND SPILL PREVENTION PLAN**
- SEE TEXT THIS SHEET
- B2. STABLE CONSTRUCTION ENTRANCE**
- EXISTING ASPHALT PAVEMENT TO SERVE AS CONSTRUCTION ENTRANCE. ANY SEDIMENT TO BE SWEEPED AND REMOVED DAILY.
  - SEE DETAILS ON SHEET 8 FOR INSTALLATION SPECIFICATIONS.
- B3. TEMPORARY AND PERMANENT SURFACE STABILIZATION SPECIFICATIONS**
- SEE PLAN AND LEGEND THIS SHEET.
  - SEE DETAILS ON SHEETS 9.
- B4. SEDIMENT CONTROL MEASURES FOR CONCENTRATED FLOW AREAS:**
- PIPE OUTLET SHALL BE PROTECTED WITH STONE RIPRAP AS SHOWN ON PLAN AND LEGEND THIS SHEET.
  - SEE DETAILS ON SHEET 10.
- B5. SEDIMENT CONTROL MEASURES FOR SHEET FLOW AREAS:**
- INLET PROTECTION AS SHOWN ON PLAN AND LEGEND THIS SHEET.
  - SEEDING AND MULCHING IN DISTURBED AREAS AS SHOWN ON PLAN AND LEGEND THIS SHEET.
  - SEE DETAILS ON SHEETS 9 FOR INSTALLATION SPECIFICATIONS.
- B6. RUNOFF CONTROL MEASURES:**
- SILT FENCE OR STRAW WATTLES TO BE INSTALLED AT THE LIMITS OF DISTURBED AREAS AS SHOWN ON PLAN AND LEGEND THIS SHEET.
  - SOIL STOCKPILE TO BE PROTECTED WITH SILT FENCE OR STRAW WATTLE AS SHOWN ON THE PLAN AND LEGEND ON THIS SHEET.
  - SEE DETAILS ON SHEET 8 FOR INSTALLATION SPECIFICATIONS.
- B7. STORM WATER OUTLET PROTECTION:**
- NOT APPLICABLE
- B8. GRADE STABILIZATION STRUCTURE LOCATIONS AND SPECIFICATIONS:**
- NOT APPLICABLE
- B9. DE-WATERING APPLICATIONS AND MANAGEMENT METHODS:**
- IF DE-WATERING IS NECESSARY ON SITE, FILTER BAGS MUST BE USED WHERE SHOWN ON PLAN AND LEGEND THIS SHEET.
  - SEE DETAIL ON SHEET 11.
- B10. MEASURES UTILIZED FOR WORK WITHIN WATER-BODIES:**
- NOT APPLICABLE
- B11. MONITORING AND MAINTENANCE GUIDELINES FOR EACH PROPOSED STORM WATER QUALITY MEASURE:**
- CONSTRUCTION CONTRACTOR TO PROVIDE NECESSARY INSPECTION REPORTS.
  - SEE DETAILS ON SHEETS 8-11.
  - NOTE THAT STORM WATER QUALITY MEASURES MUST BE INSPECTED WEEKLY AND AFTER EACH 1/2 INCH OF RAINFALL OCCURRING WITHIN A 24 HOUR PERIOD.
- B12. SEQUENCE OF STORM WATER QUALITY MEASURES RELATIVE TO LAND DISTURBING ACTIVITIES:**
- SEE TEXT THIS SHEET
- B13. EROSION & SEDIMENT CONTROL SPECIFICATIONS FOR INDIVIDUAL BUILDING LOTS:**
- NOT APPLICABLE
- B14. MATERIAL HANDLING AND SPILL PREVENTION AND RESPONSE PLAN:**
- SEE TEXT THIS SHEET
- B15. MATERIAL HANDLING AND STORAGE PROCEDURES ASSOCIATED WITH CONSTRUCTION:**
- SEE TEXT THIS SHEET

- B2, B3, B4, B5, B6, B7, B8, B10, B11, B12:**  
**STORM WATER POLLUTION PREVENTION PLAN LEGEND**
- B2 (A) EXISTING PAVEMENT TO SERVE AS CONSTRUCTION ENTRANCE. ANY SEDIMENT TO BE SWEEPED AND REMOVED DAILY.
- B3 (B) SEEDING FOR TEMPORARY SURFACE STABILIZATION AS NEEDED. EROSION CONTROL FABRIC TO BE INSTALLED OVER SEED.
- B3 (B) SEEDING FOR PERMANENT SURFACE STABILIZATION AS NEEDED. EROSION CONTROL FABRIC TO BE INSTALLED OVER SEED.
- B4 (D) CONCENTRATED FLOW PROTECTION.
- B5 (B) PROTECTION FOR SHEET FLOW OVER UNPAVED SURFACES.
- B5 (C) INLET PROTECTION.
- B6 (F) BOUNDARY PROTECTION SILT FENCE, STRAW WATTLES, SILTWORM OR EQUAL.
- B7 (D) OUTLET PROTECTION. DE-WATERING OUTLET LOCATION WITH FILTER BAG (IF NEEDED). ACTUAL LOCATION MAY VARY AS DETERMINED BY SITE CONTRACTOR. PRIOR APPROVAL REQUIRED BY TOWN FOR ANY DEWATERING ACTIVITY.
- B9 (J) CONCRETE WASHOUT PIT: ACTUAL LOCATION MAY VARY AS DETERMINED BY SITE CONTRACTOR. LOCATION TO BE A MIN. OF 50 FT. FROM ANY STORMWATER CONVEYANCE ELEMENT.
- A29 (K) SOIL STOCKPILE AREA: ACTUAL LOCATION MAY VARY AS DETERMINED BY SITE CONTRACTOR.
- — — — — BOUNDARY OF DISTURBED AREAS.



- SYMBOL DESCRIPTION**
- (A) AIR CONDITIONING UNIT
  - (B) WATER VALVE
  - (C) ELECTRIC PULL BOX
  - (D) GAS METER
  - (E) WELL LOCATION
  - (F) SIGN
  - (G) FIBER OPTIC VAULT
  - (H) POLE
  - (I) TELEPHONE PEDESTAL
  - (J) MAILBOX
  - (K) ELECTRIC VAULT
  - (L) WATER MANHOLE
  - (M) 800 NAIL SET
  - (N) REBAR SET
  - (O) REBAR FOUND
  - (P) IRON PIPE FOUND
  - (Q) BENCHMARK SET
- CHAIN LINK FENCE
  - TREE LINE
  - TOP OF BANK
  - TOE OF SLOPE
  - CENTERLINE ASPHALT
  - OVERHEAD ELECTRIC

**B1: POTENTIAL POLLUTANT SOURCES DURING CONSTRUCTION / SPILL PREVENTION PLAN:**

- DIESEL FUEL / GASOLINE:** FUEL POINT SHOULD BE ESTABLISHED AT THE BEGINNING OF SITE WORK. ALL EQUIPMENT SHOULD BE FUELED AT THE PRE-ESTABLISHED POINT. ANY SOIL CONTAMINATED WITH FUEL SHOULD BE REMOVED AND PROPERLY DISPOSED.
- OIL / LUBRICANTS:** ALL MACHINERY SHOULD BE INSPECTED PERIODICALLY FOR ANY SEVERE LEAKAGE. SEVERE LEAKS SHOULD BE FIXED BEFORE SAID EQUIPMENT IS RETURNED TO SERVICE. ANY OIL OR LUBRICANTS SHOULD BE STORED AT THE FUELING POINT.
- TRASH:** ALL TRASH SHOULD BE REMOVED FROM THE SITE DAILY.
- CONCRETE WASHOUT:** CONCRETE WASHOUT AREA MUST BE LOCATED AT LEAST 50 FEET AWAY FROM ANY WATERWAY OR STORMWATER CONVEYANCE SYSTEM. AN EXCAVATED AREA LINED WITH PLASTIC SHOULD BE PROVIDED, AND CONCRETE SHOULD BE DISPOSED OF WHEN SOLIDIFIED. WASHOUT AREA IS TO BE CLEARLY MARKED DURING CONSTRUCTION. CONCRETE WASHOUT AREA SHOULD NOT BE CONSTRUCTED UNTIL THE START OF CONCRETE ACTIVITY ON SITE. WASHOUT LOCATION TO BE DESIGNATED BY CONSTRUCTION CONTRACTOR. CONCRETE WASHOUT AREA SHALL BE EMPTIED OR REMOVED AND REPLACED WHEN 3/4 FULL.
- SEDIMENT:** INSPECTION FOR SEDIMENT SHOULD BE PERFORMED WEEKLY AND AFTER A 1/2 INCH OR MORE RAINFALL. SEDIMENT SHALL BE PROPERLY CONTAINED.
- PORTABLE TOILETS:** A PORTABLE TOILET MAY BE ON SITE FOR THIS PROJECT. IF PRESENT, PORTABLE TOILET SHALL BE MAINTAINED WEEKLY DURING TIME ON SITE. PORTABLE TOILETS SHALL BE SECURED TO THE GROUND AND AT LEAST 50 FT. FROM ANY WATER BODY OR STORM WATER CONVEYANCE INLET OR PIPE.
- CHEMICALS OR DANGEROUS LIQUIDS:** CHEMICALS OR DANGEROUS LIQUIDS USED ON SITE SHOULD BE STORED IN A LEAKPROOF CONTAINER. ANY SPILLS SHALL BE PROPERLY CONTAINED AND CLEANED UP.

**B12: SEQUENCING OF STORM WATER QUALITY MEASURES RELATIVE TO LAND DISTURBING ACTIVITIES**

- POST THE NOTICE OF INTENT AND LOCATION OF THE SWPPP IN A PUBLICLY VISIBLE LOCATION.
- PRE-CONSTRUCTION MEETING AND NOTIFICATION: A PRE-CONSTRUCTION MEETING INCLUDING THE ELKHART COUNTY MS4 IS REQUESTED TO BE HELD PRIOR TO ANY LAND DISTURBANCE. THE ELKHART COUNTY MS4 MUST BE NOTIFIED 48 HOURS BEFORE BEGINNING ANY LAND DISTURBANCE ACTIVITY, PHONE NUMBER (574) 523-2030.
- INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES. NOTE THAT CONCRETE WASHOUT PIT SHOULD NOT BE INSTALLED UNTIL SHORTLY BEFORE CONCRETE ACTIVITY STARTS.
- SITE CLEARING
- EARTHMOVING TO CONSTRUCT BUILDING PAD
- FOUNDATION CONSTRUCTION
- FLOOR SLAB CONSTRUCTION
- BUILDING STEEL INSTALLATION FOR STRUCTURE AND ROOF
- INSTALL BUILDING ROOF AND WALLS
- EARTHMOVING FOR RETENTION BASIN, DRAINAGE STRUCTURES, GRAVEL STORMWATER STORAGE AREA AND PAVEMENT.
- PAVEMENT CONSTRUCTION
- TEMPORARY SEEDING OF ANY DISTURBED AREA THAT IS SCHEDULED TO BE LEFT INACTIVE FOR 7 DAYS OR MORE (THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD). EROSION CONTROL FABRIC TO BE PLACED OVER SEED.
- FINAL GRADING AND PERMANENT SEEDING. EROSION CONTROL FABRIC TO BE PLACED OVER SEED.
- ALL EROSION AND SEDIMENT CONTROL DEVICES ARE TO BE CHECKED, MAINTAINED, AND REPLACED WHEN NEEDED THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS.
- ONCE ALL DISTURBED AREAS ARE STABILIZED, ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WILL BE REMOVED.
- A FINAL INSPECTION WILL TAKE PLACE TO ASSURE THAT ALL REQUIREMENTS OF THE SWPPP, CONSTRUCTION PLANS AND SUPPORTING DOCUMENTS HAVE BEEN FULFILLED. THEN A NOTICE OF TERMINATION (NOT) MUST BE SUBMITTED TO AND APPROVED BY THE ELKHART COUNTY MS4, ELKHART, IN. OFFICE. THE NOT FORM CAN BE FOUND AT: [http://www.in.gov/idem/5157.htm#owq\\_stormwater](http://www.in.gov/idem/5157.htm#owq_stormwater). THE FORM IS "NOTICE OF TERMINATION (NOT) STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY - 51514".

**B14: MATERIAL HANDLING AND SPILL PREVENTION AND RESPONSE PLAN:**

- MATERIALS SHOULD BE STORED IN A MANNER THAT PREVENTS OR MINIMIZES THE CHANCE THAT A SPILL WILL REACH SOILS, GROUNDWATER OR SURFACE WATER.
- MATERIALS STORED INSIDE SHALL BE PLACED IN A MANNER TO PREVENT A SPILL FROM MIGRATING OUTSIDE THE CONFINES OF ANY BUILDING OR INTO ANY DRAIN LEAVING THE BUILDING AND DISCHARGING TO SOILS, GROUNDWATER OR SURFACE WATER.
- IF A SPILL DOES OCCUR, THEN THE SPILL MUST BE CONTAINED IMMEDIATELY UTILIZING APPROPRIATE RESPONSE TECHNIQUES INCLUDING DIKING AND ABSORBENTS. CLEAN UP OF THE SPILL SHOULD OCCUR AS SOON AS POSSIBLE ONCE THE SPILL IS STABILIZED AND CONTAINED. SPILLS SHALL BE CLEANED UP USING ACCEPTABLE METHODS SUCH AS ABSORBENTS OR REMOVAL OF CONTAMINATED SOILS. IN ALL CASES CLEANUP STANDARDS MUST ADHERE TO LOCAL, STATE AND FEDERAL REQUIREMENTS.
- FAILURE TO CLEAN UP ANY SPILL IS A VIOLATION OF THE INDIANA STATE SPILL RULE (327 IAC 2-6.1), WHICH IS ENFORCED BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (IDEM). CERTAIN SPILLS MUST BE REPORTED TO THE LOCAL RESPONSE AGENCY, LOCAL EMERGENCY PLANNING COMMITTEE, ELKHART COUNTY HEALTH DEPT. (ECHO) AND/OR IDEM. INITIAL CALLS SHOULD BE MADE TO THE 911 SYSTEM IF THE SPILL EXCEEDS REPORTABLE QUANTITIES OR IS A THREAT TO PUBLIC SAFETY. THE 911 SYSTEM WILL TYPICALLY NOTIFY THE FIRE DEPARTMENT AND THE ECHD. THE ECHD AND/OR IDEM (1-888-233-7745) CAN TYPICALLY ASSIST WITH INFORMATION ON CLEAN UP OPERATIONS OR CLEAN UP CONTRACTORS.
- ALL SPILLS THAT OCCUR NEAR ANY INLET TO THE STORMWATER CONVEYANCE SYSTEM MUST HAVE "CURBING" IMPLEMENTED IMMEDIATELY. "CURBING" IS THE USE OF A BARRIER (ABSORBENT MATERIAL) WHICH PREVENTS THE SPILL FROM MAKING CONTACT WITH THE STORMWATER CONVEYANCE SYSTEM OR STORMWATER RUNOFF. SPILL PREVENTION STARTS WITH PRE-PLANNING. A SPILL PREVENTION AND CONTROL PLAN SHOULD BE DEVELOPED AND UTILIZED PRIOR TO ANY EMERGENCY. THIS PLAN SHOULD BE SHARED WITH ALL EMPLOYEES AND REVIEWED ANNUALLY.

**B15: CONSTRUCTION MATERIAL HANDLING AND STORAGE PROCEDURES:**

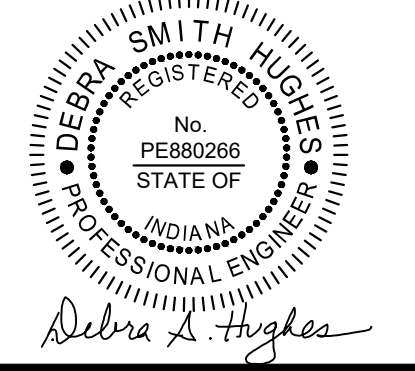
- APPROPRIATE MEASURES MUST BE IMPLEMENTED TO MANAGE WASTES OR UNUSED MATERIALS INCLUDING, BUT NOT LIMITED TO GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, CONCRETE, OR CEMENTITIOUS WASHOUT WATER, MORTAR/MASONRY PRODUCTS, SOIL STABILIZERS, LIME STABILIZATION MATERIALS, AND OTHER SUBSTANCES. WASTES AND UNUSED MATERIALS MUST BE MANAGED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS. PROPER STORAGE AND HANDLING OF MATERIALS SUCH AS FUELS OR HAZARDOUS WASTES, AND SPILL PREVENTION AND CLEAN-UP MEASURES MUST BE IMPLEMENTED TO MINIMIZE THE POTENTIAL FOR POLLUTANTS TO CONTAMINATE SURFACE OR GROUND WATER OR DEGRADE SOIL QUALITY.
- CONCRETE OR CEMENTITIOUS WASHOUT AREAS, WHERE WASHOUT IS PERMISSIBLE, MUST BE IDENTIFIED FOR THE SITE AND LOCATIONS CLEARLY POSTED. WASHOUT WATER MUST BE DIRECTED INTO LEAK-PROOF CONTAINERS OR LEAK-PROOF CONTAINMENT AREAS WHICH ARE LOCATED AND DESIGNATED TO DIVERT STORMWATER RUN-OFF AWAY FROM THE MEASURE AND SIZED TO PREVENT THE DISCHARGE AND/OR OVERFLOW OF THE WASH WATER.

NO.	REVISIONS	BY	DATE

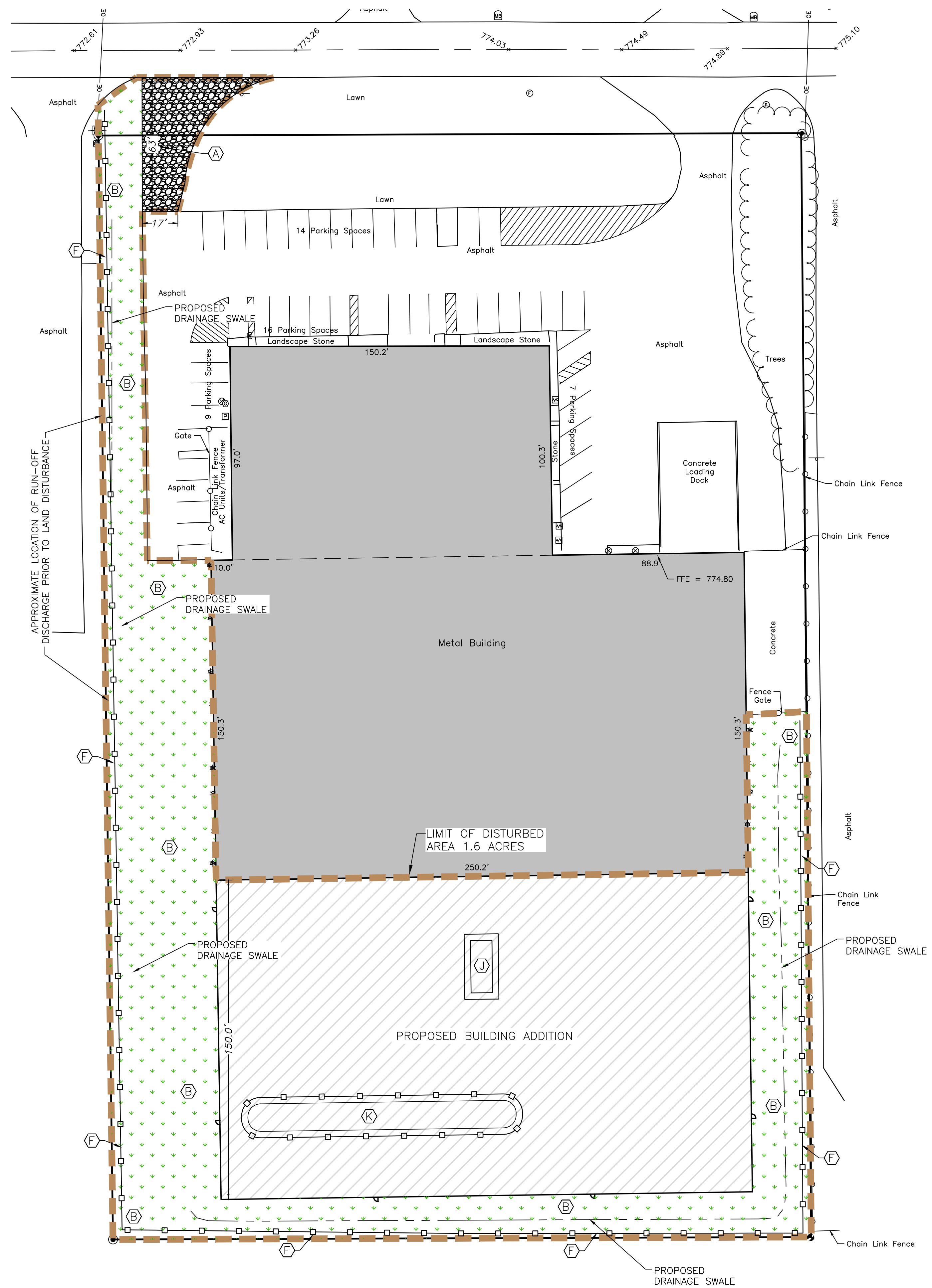


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CERTIFICATION DATE: 11/20/2023  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: NONE  
ENGINEER: Debra S. Hughes, P.E.  
TECHNICIAN: GJS / AKM



**STORM WATER POLLUTION PREVENTION PLAN — PART B**  
COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
PT. BRISTOL INDUSTRIAL PARK,  
PT. SE 1/4, SEC 27, T38N, R6E  
WASHINGTON TWP., ELKHART CO., INDIANA  
JOB NUMBER: 1022072906



- STORMWATER POLLUTION PREVENTION PLAN NOTES**
1. THE CONTRACTOR IS REQUIRED TO CONDUCT A PRE-CONSTRUCTION MEETING WITH THE TOWN REPRESENTATIVE AND THE SWCD INSPECTOR PRIOR TO START OF ANY CONSTRUCTION ACTIVITY.
  2. THIS PLAN IS INTENDED FOR USE DURING THE BUILDING CONSTRUCTION PHASE.
  3. THE GENERAL CONTRACTOR SHALL ADVISE THE SOIL AND WATER DISTRICT INSPECTOR OF ANY CHANGES NEEDED TO THIS PLAN.
  4. IT IS EXPECTED THAT THERE WILL BE CHANGES NEEDED. THIS CHANGES MUST BE COORDINATED WITH THE SWCD INSPECTOR.
  5. CHANGES MAY BE NECESSARY FOR THE CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AND STOCKPILE LOCATIONS.
  6. MAINTENANCE OF THE CONSTRUCTION ENTRANCE WILL BE NECESSARY TO AVOID SEDIMENT TRACKING ONTO THE PUBLIC ROAD.
  7. IT IS EXPECTED THAT MATERIALS WILL BE REMOVED FROM THIS PROPERTY. THE CONTRACTOR MUST OBTAIN APPROVAL FOR THE DISPOSAL LOCATION FOR REMOVED MATERIALS. IF THE DISPOSAL LOCATION HAS A DISTURBED AREA OF MORE THAN 1 ACRE, A SWPPP WILL BE REQUIRED.
  8. IT IS EXPECTED THAT FILL MATERIALS WILL BE BROUGHT TO THIS PROPERTY. THE CONTRACTOR MUST OBTAIN APPROVAL FOR THE LOCATION OF THE FILL MATERIALS. IF THE SOURCE LOCATION FOR FILL MATERIAL HAS A DISTURBED AREA OF MORE THAN 1 ACRE, A SWPPP WILL BE REQUIRED.

**B2, B3, B4, B5, B6, B7, B8, B10, B11, B12:**  
**STORM WATER POLLUTION PREVENTION PLAN LEGEND**

B2	(A)	PROPOSED CONSTRUCTION ENTRANCE-ANY SEDIMENT TO BE SWEEPED AND REMOVED DAILY FROM PUBLIC ROAD.
B3	(B)	SEEDING FOR TEMPORARY SURFACE STABILIZATION AS NEEDED. EROSION CONTROL FABRIC TO BE INSTALLED OVER SEED.
B3	(B)	SEEDING FOR PERMANENT SURFACE STABILIZATION AS NEEDED. EROSION CONTROL FABRIC TO BE INSTALLED OVER SEED.
B5	(B)	PROTECTION FOR SHEET FLOW OVER UNPAVED SURFACES.
B6	(F)	BOUNDARY PROTECTION SILT FENCE, STRAW WATTLES, SILTWORM OR EQUAL.
B9	(J)	CONCRETE WASHOUT PIT: ACTUAL LOCATION MAY VARY AS DETERMINED BY SITE CONTRACTOR. LOCATION TO BE A MIN. OF 50 FT. FROM ANY STORMWATER CONVEYANCE ELEMENT.
A29	(K)	SOIL STOCKPILE AREA: ACTUAL LOCATION MAY VARY AS DETERMINED BY SITE CONTRACTOR.

— BOUNDARY OF DISTURBED AREAS.

**GRAPHIC SCALE**

0 30' 60'

**SYMBOL DESCRIPTION**

(A)	AIR CONDITIONING UNIT
(B)	WATER VALVE
(E)	ELECTRIC PULL BOX
(G)	GAS METER
(W)	WELL LOCATION
(S)	SIGN
(F)	FIBER OPTIC VAULT
(P)	POLE
(TP)	TELEPHONE PEDESTAL
(MB)	MAILBOX
(EV)	ELECTRIC VAULT
(MH)	WATER MANHOLE
(BNS)	BOD NAIL SET
(RS)	REBAR SET
(RF)	REBAR FOUND
(IRP)	IRON PIPE FOUND
(BS)	BENCHMARK SET

— CHAIN LINK FENCE

— TREE LINE

— TOP OF BANK

— TOE OF SLOPE

— CENTERLINE ASPHALT

— OC — OVERHEAD ELECTRIC

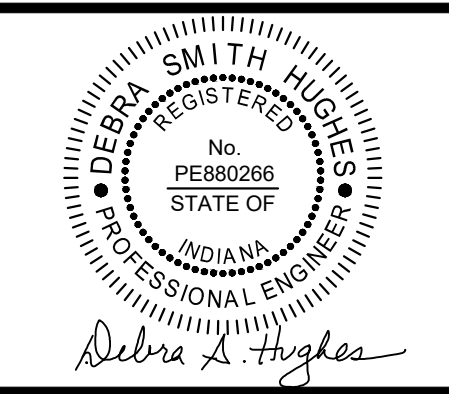
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NO.	REVISIONS	BY	DATE



2810 Dexter Drive  
 Elkhart, IN 46514  
 Phone: 574-266-1010  
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DRAWING FILE: 1022072906-DESIGN.DWG  
 CERTIFICATION DATE: 11/20/2023  
 HORIZONTAL SCALE: 1"=30'  
 VERTICAL SCALE: NONE  
 ENGINEER: Debra S. Hughes, P.E.  
 TECHNICIAN: GJS / AKM



**STORM WATER POLLUTION PREVENTION PLAN - PART B  
 BUILDING CONSTRUCTION PHASE**

COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL  
 PT. BRISTOL INDUSTRIAL PARK,  
 PT. SE 1/4, SEC 27, T38N, R6E  
 WASHINGTON TWP., ELKHART CO., INDIANA

JOB NUMBER: 1022072906

**SITE ACCESS & PREPARATION**  
**Temporary Construction Ingress/Egress Pad**  
**(Small Sites-Less Than Two Acres)**

**Purpose**

- To provide stable entrance/exit conditions from an individual lot or building site.
- To keep mud and sediment off of public roadways.

**Specifications**

**Location**

- Avoid locating on steep slopes or at curves in public roads.

**Dimensions**

- Width - 12 feet minimum or full width of entrance/exit drive, whichever is greater.
- Length - 50 feet minimum or full length of drive, whichever is greater.
- Thickness - six inches minimum.

**Materials**

- One to two and one-half inch diameter washed aggregate [INDOT CA No. 2 (see Appendix D)].
- One-half to one and one-half inch washed aggregate [INDOT CA No. 53 (see Appendix D); optional, used primarily where the purpose of the pad is to keep soil from adhering to vehicle tires].
- Geotextile fabric underlayment (see Appendix C) (used as a separation layer to prevent intermixing of aggregate and the underlying soil material and to provide greater bearing strength when encountering wet conditions or soils with a seasonal high water table limitation).

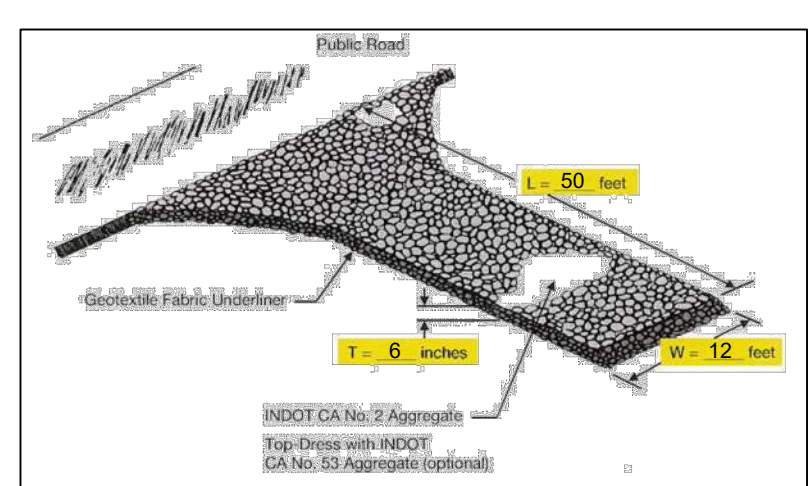
**Installation**

- Remove all vegetation and other objectionable material from the foundation area.
- Grade the foundation and crown for positive drainage.
- Install a culvert pipe under the pad if needed to maintain proper public road drainage.
- If wet conditions are anticipated, place geotextile fabric on the graded foundation to improve stability.
- Place aggregate (INDOT CA No. 2) to the dimensions and grade shown in the construction plans, leaving the surface smooth and stored for drainage.
- Top-dress the drive with washed aggregate (INDOT CA No. 53).
- Where possible, divert all storm water runoff and drainage from the temporary construction ingress/egress pad to a sediment trap or basin.

**Maintenance**

- Inspect daily.
- Reshape pad as needed for drainage and runoff control.
- Top-dress with clean aggregate as needed.
- Immediately remove mud and sediment tracked or washed onto public roads.
- Flushing should only be used if the water from the construction drive can be conveyed into a sediment trap or basin.

Temporary Construction Ingress/Egress Pad  
 Plan View Worksheet  
 (small sites - less than two acres)



L = Ingress/Egress Pad Length  
 W = Ingress/Egress Pad Width  
 T = Aggregate Thickness

**SURFACE STABILIZATION**  
**Erosion Control Blanket**

**Purpose**

- To prevent erosion by protecting the soil from rainfall impact, overland water flow, concentrated runoff, or wind.
- To provide temporary surface stabilization.
- To anchor mulch in critical areas, including slopes and concentrated flow conveying systems.
- To reduce soil crusting.
- To conserve soil moisture and increase seed germination and seedling growth.

**Specifications**

**Effective Life**

The functional life of an erosion control blanket is dependent on the materials used.

**Anchoring**

Staples, pins or stakes used to prevent movement or displacement of blanket. (Follow manufacturer's recommendations for specific applications.)

**Materials**

- Organic (straw, excelsior, woven paper, coconut fiber, etc.) or synthetic mulch incorporated with a polypropylene, natural fiber or similar netting material. (The netting may be biodegradable, photodegradable or permanent.)

Note: **Some erosion control blanket nettings may pose a threat to certain species of wildlife if they become entangled in the netting matrix.**

- Six to 12-inch staples, pins, or stakes.

**Installation**

- Select the type and weight of erosion control blanket to fit the site conditions (e.g., slope, channel, flow velocity) per the manufacturer's specifications.
- Prepare the seedbed, add soil amendments, and permanently seed (see **Permanent Seeding** on page 35) the area immediately following seedbed preparation.
- Lay erosion control blankets on the seeded area so that they are in continuous contact with the soil with each up-slope or up-stream blanket overlapping the down-slope or down-stream blanket by at least eight inches, or follow manufacturer's recommendations.
- Tuck the uppermost edge of the upper blankets into a check slot (silt trench), backfill with soil and tamp down. In certain applications, the manufacturer may require additional check slots at specific locations down slope from the uppermost edge of the upper blankets.
- Anchor the blankets in place by driving staples, pins, or stakes through the blanket and into the underlying soil. Follow an anchoring pattern appropriate for the site conditions and as recommended by the manufacturer.

**Maintenance**

- Inspect within 24 hours of each rain event and at least once every seven calendar days.
- Check for erosion or displacement of the blanket.
- If any area shows erosion, pull back that portion of the blanket covering the eroded area, add soil and tamp, reseed the area, replace and staple the blanket.

**SEDIMENT BARRIERS & FILTERS**

**Silt Fence**

**Purpose**

To trap sediment from small, disturbed areas by reducing the velocity of sheet flow. Silt fences capture sediment by ponding water to allow deposition, not by filtration.

Note: **Silt fence is not recommended for use as a diversion and should not be used across a stream, channel, ditch, swale, or anywhere that concentrated flow is anticipated.**

**Specifications**

**Drainage Area**

- Limited to one-quarter acre per 100 linear feet of fence.
- Further restricted by slope steepness (see Table 1).

**Effective Life**

Six months (maximum).

**Location**

- Installed parallel to the slope contour.
- Minimum of 10 feet beyond the toe of the slope to provide a broad, shallow sediment pool.
- Accessible for maintenance (removal of sediment and silt fence repair).

**Spacing**

Table 1. Slope Steepness Restrictions

Percent Slope	Maximum Distance
< 2%	100 feet
< 50:1	75 feet
2% - 5%	50:1 to 20:1
5% - 10%1	20:1 to 10:1
10% - 20%1	10:1 to 5:1
> 20%1	15 feet

<sup>1</sup> Consider other alternatives.  
 Note: Multiple rows of silt fence are not recommended on the same slope.

**Trench**

- Depth - eight inches minimum.
- Width - four inches minimum.
- After installing fence, backfill with soil material and compact (to bury and anchor the lower portion of the fence fabric).

Note: **An alternative to trenching is to use mechanical equipment to plow in the silt fence.**

**Materials and Silt Fence Specifications**

- Fabric - woven or non-woven geotextile fabric meeting specified minimums outlined in Table 2.

Table 2. Geotextile Fabric Specifications for Silt Fence (minimum)

Physical Property	Woven Geotextile Fabric	Non-Woven Geotextile Fabric
Filtering efficiency	85%	85%
Textile strength at 20% elongation		
Standard strength	30 lbs. per linear inch	50 lbs. per linear inch
Extra strength	50 lbs. per linear inch	70 lbs. per linear inch
Slurry flow rate	0.3 gal./min./square feet	4.5 gal./min./square feet
Water flow rate	15 gal./min./square feet	220 gal./min./square feet
UV resistance	70%	85%
Post spacing	7 feet	5 feet

Note: Silt fences can be purchased commercially.

- Height - a minimum of 18 inches above ground level (30 inches maximum).
- Reinforcement- fabric securely fastened to posts with wood lathe.
- Support Posts
- 2 x 2 inch hardwood posts. Steel fence posts may be substituted for hardwood posts (steel posts should have projections for fastening fabric).
- Spacing
- Eight feet maximum if fence is supported by wire mesh fencing.
- Six feet maximum for extra-strength fabric without wire backing.

**Installation**

Prefabricated silt fence (see Exhibits 1, 2, and 3)

- Lay out the location of the fence so that it is parallel to the contour of the slope and at least 10 feet beyond the toe of the slope to provide a sediment storage area. Turn the ends of the fence up slope such that the point of contact between the ground and the bottom of the fence end terminates at a higher elevation than the top of the fence at its lowest point (see Exhibit 1).
- Excavate an eight-inch deep by four-inch wide trench along the entire length of the fence line (see Exhibit 2). Installation by plowing is also acceptable.
- Install the silt fence with the filter fabric located on the up-slope side of the excavated trench and the support posts on the down-slope side of the trench.

**SEDIMENT BARRIERS & FILTERS**

**Silt Fence**

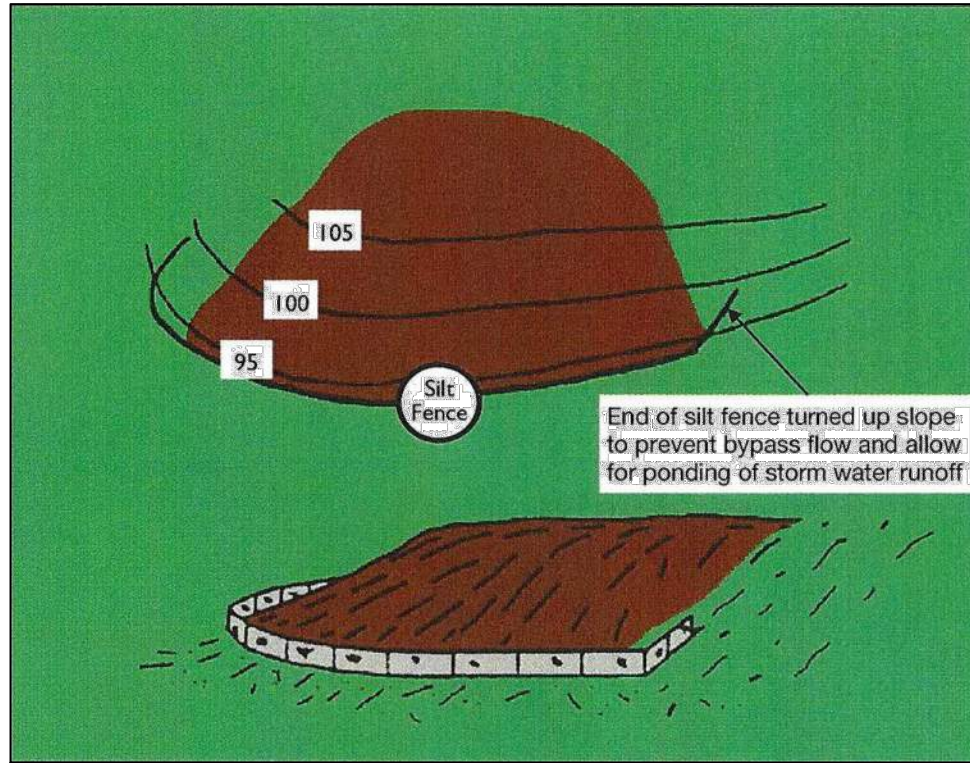
- Drive the support posts at least 18 inches into the ground, tightly stretching the fabric between the posts as each is driven into the soil. A minimum of 12 inches of the filter fabric should extend into the trench. (If it is necessary to join the ends of two fences, use the wrap joint method shown in Exhibit 3.)
- Lay the lower four inches of filter fabric on the bottom of the trench and extend it toward the up-slope side of the trench.
- Backfill the trench with soil material and compact it in place.

Note: **If the silt fence is being constructed on-site, attach the filter fabric to the support posts (refer to Tables 1 and 2 for spacing and geotextile specifications) and attach wooden lathe to secure the fabric to the posts. Allow for at least 12 inches of fabric below ground level. Complete the silt fence installation, following steps 1 through 6 above.**

**Maintenance**

- Inspect within 24 hours of a rain event and at least once every seven calendar days.
- If fence fabric tears, starts to decompose, or in any way becomes ineffective, replace the affected portion immediately. Note: **All repairs should meet specifications as outlined within this measure.**
- Remove deposited sediment when it is causing the filter fabric to bulge or when it reaches one-half the height of the fence at its lowest point. When contributing drainage area has been stabilized, remove the fence and sediment deposits, grade the site to blend with the surrounding area, and stabilize.

Exhibit 1



Source: Adapted from Commonwealth of Pennsylvania Erosion and Sediment Pollution Control Manual, 1990

Exhibit 2

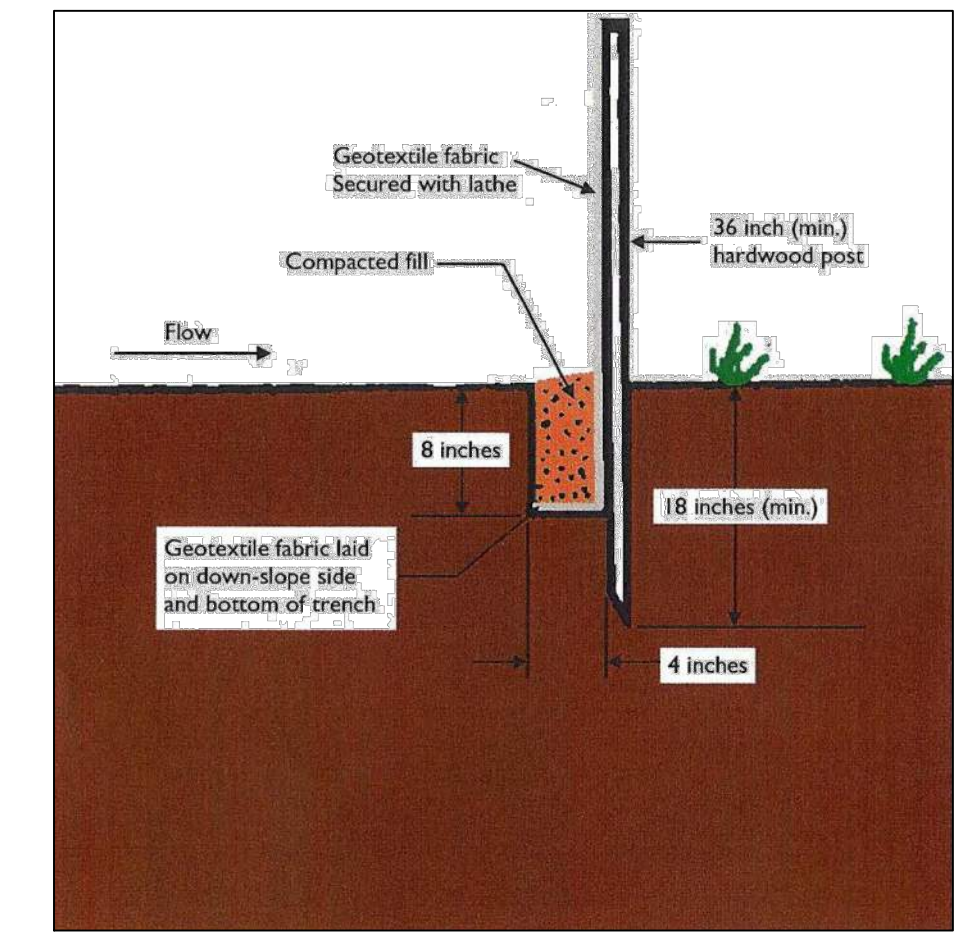
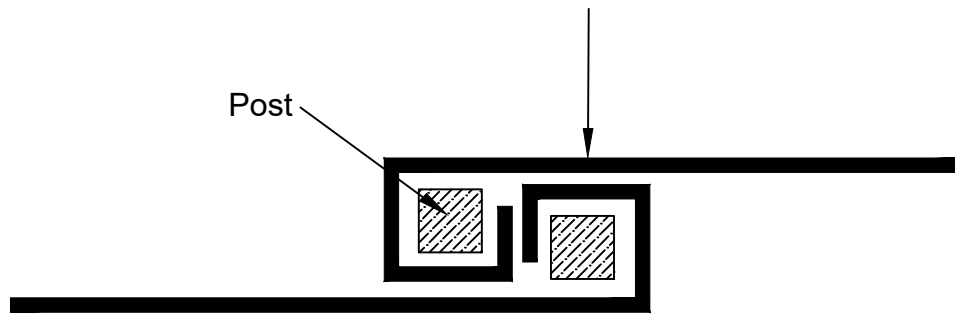
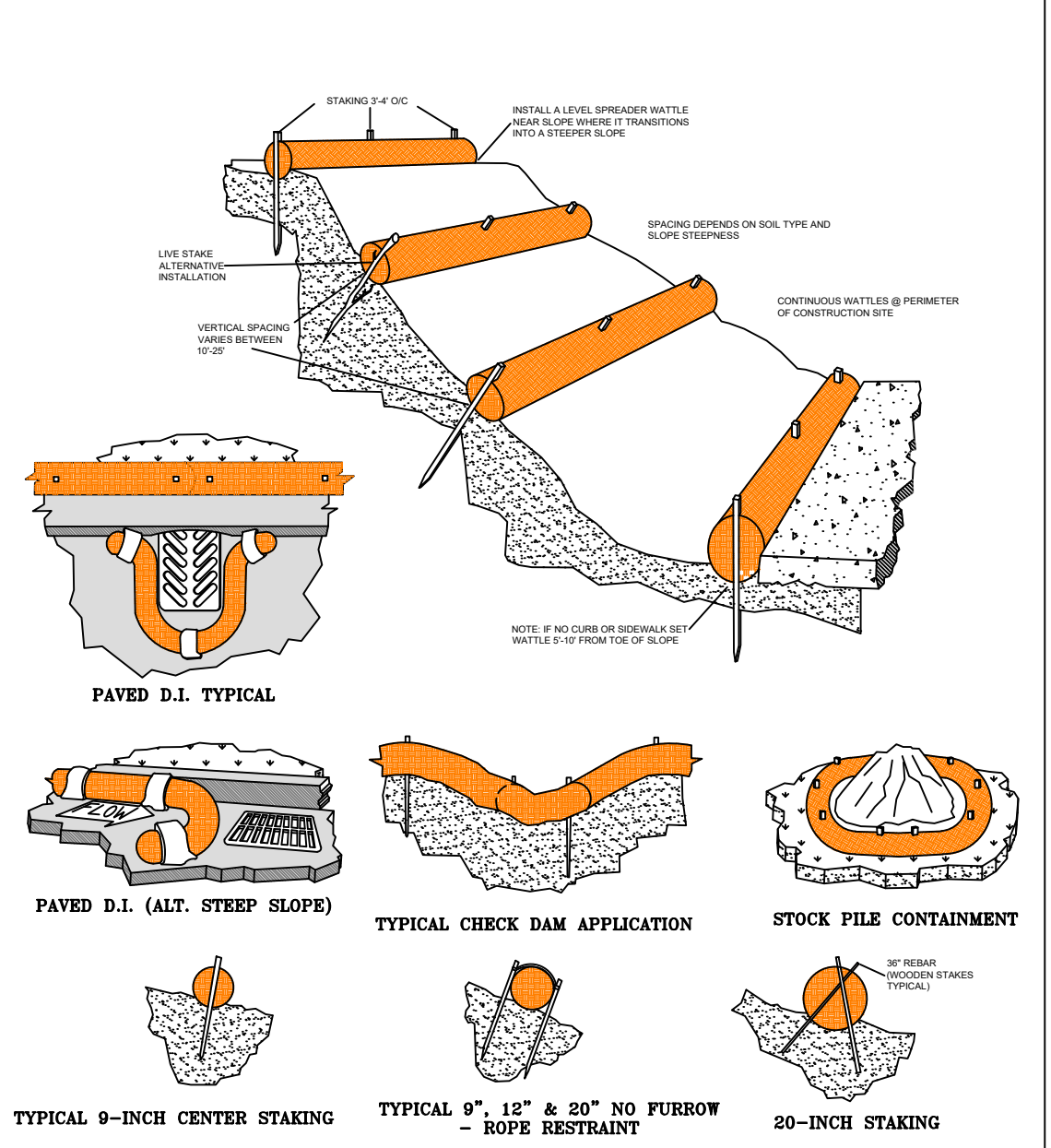


Exhibit 3



**WATTLE INSTALLATION DIAGRAMS**



**INSTALLATION PROCEDURES**

**3.1 PREPARATION**

- PROPER SITE PREPARATION IS ESSENTIAL TO ENSURE COMPLETE CONTACT OF THE SEDIMENT RETENTION DEVICE (WATTLE) WITH THE SOIL.
- THE SLOPE SHOULD BE PREPARED TO RECEIVE THE SURFACE MULCHING/RE-VEGETATION TREATMENT PRIOR TO INSTALLATION OF THE EROSION CONTROL AND SEDIMENT RETENTION WATTLES.
- REMOVE ALL ROCKS, CLODS, VEGETATION OR OTHER OBSTRUCTIONS SO THAT THE INSTALLED WATTLES WILL HAVE DIRECT CONTACT WITH THE SOIL.
- A SMALL TRENCH 8-10 CM (2-3 INCHES) IN DEPTH SHOULD BE EXCAVATED ON THE SLOPE CONTOUR AND PERPENDICULAR TO WATER FLOW. SOIL FROM THE EXCAVATION SHOULD BE PLACED DOWN-SLOPE NEXT TO THE TRENCH.

**3.2 INSTALLATION**

- INSTALL THE WATTLES IN THE TRENCH, INSURING THAT NO GAPS EXIST BETWEEN THE SOIL AND THE BOTTOM OF THE WATTLE. THE ENDS OF ADJACENT WATTLES SHOULD BE TIGHTLY BUTTED SO THAT NO OPENING EXISTS FOR WATER OR SEDIMENT TO PASS THROUGH. ALTERNATELY, WATTLES MAY BE LAPPED, 6" MINIMUM TO PREVENT SEDIMENT PASSING THROUGH THE FIELD JOINT.
- WOODEN STAKES SHOULD BE USED TO FASTEN THE WATTLES TO THE SOIL, WHEN CONDITIONS WARRANT. A STRAIGHT METAL BAR CAN BE USED TO DRIVE A "PILOT HOLE" THROUGH THE WATTLE AND INTO THE SOIL.
- WOODEN STAKES SHOULD BE PLACED 6" FROM THE WATTLE END ANGLED TOWARDS THE ADJACENT WATTLE AND SPACED AT 1.2 METER CENTERS (4 FEET) LEAVING LESS THAN 5-8 CM (1-2 INCHES) OF STAKE EXPOSED ABOVE THE WATTLE. ALTERNATELY, STAKES MAY BE PLACED ON EACH SIDE OF THE WATTLE TYING ACROSS WITH A NATURAL FIBER TWINE OR STAKING IN A CROSSING MANNER ENSURING DIRECT SOIL CONTACT AT ALL TIMES. (SEE STAKING DETAILS).
- TERMINAL ENDS OF WATTLES MAY BE NOE-LEGGED UP SLOPE TO ENSURE CONTAINMENT AND PREVENT CHANNELING OF SEDIMENTATION.
- BACKFILL THE UPSLOPE LENGTH OF THE WATTLE WITH THE EXCAVATED SOIL AND COMPACT.
- CARE SHALL BE TAKEN DURING INSTALLATION SO AS TO AVOID DAMAGE OCCURRING TO THE WATTLE AS A RESULT OF THE INSTALLATION PROCESS. SHOULD THE WATTLE BE DAMAGED DURING INSTALLATION, A WOODEN STAKE SHALL BE PLACED EITHER SIDE OF THE DAMAGED AREA TERMINATING THE LOG SEGMENT.
- FIELD MONITORING SHALL BE PERFORMED TO VERIFY THAT THE PLACEMENT DOES NOT DAMAGE THE WATTLE.
- ANY WATTLE DAMAGED DURING PLACEMENT SHALL BE REPLACED AS DIRECTED BY THE ENGINEER, AT THE CONTRACTOR'S EXPENSE.

**3.3 INSTALLATION WITH EROSION CONTROL BLANKETS**

- TRENCH AND PREPARE SLOPE PER BLANKET MANUFACTURER'S RECOMMENDATIONS.
- PREPARE WATTLE INSTALLATION TRENCH AT INTERMEDIATE SLOPE LOCATION (SEE ENTRENCHMENT DETAIL).
- INSTALL BLANKETS USING MANUFACTURER'S RECOMMENDED ANCHORING PROCEDURE.
- ANCHOR BLANKET IN PREPARED WATTLE ANCHOR TRENCH.
- AFTER BLANKET INSTALLATION IS COMPLETE, INSTALL WATTLES AS RECOMMENDED IN SECTION 3.2, EXCLUDING SUB-SECTION 3.2 D.

**3.4 INSTALLATION IN CONJUNCTION WITH TRACKWALKING**

- TRACK-WALK SLOPE IN ACCORDANCE WITH RESIDENT ENGINEER'S INSTRUCTION AND/OR PLAN SPECIFICATIONS PRODUCING TRACK INDENTATIONS PARALLEL TO THE HORIZON UP THE SURFACE OF THE SLOPE.
- AFTER TRACK-WALKING PROCEDURE IS COMPLETE, INSTALL WATTLES AS RECOMMENDED IN SECTION 3.2.
- CARE SHALL BE TAKEN TO MINIMIZE DAMAGE TO TRACK-WALKED AREA.

**3.5 INSTALLATION IN CONJUNCTION WITH HYDROSEEDING**

- INSTALL WATTLES AS RECOMMENDED IN SECTION 3.2.
- HYDROSEED PER MANUFACTURER'S RECOMMENDATIONS AFTER WATTLE INSTALLATION IS COMPLETE.

**3.6 INSPECTION AND MAINTENANCE**

- THE WATTLES SHALL BE INSPECTED AFTER INSTALLATION TO INSURE THAT THEY ARE TRENCHED-IN AND THAT NO GAPS EXIST UNDER THE WATTLES OR BETWEEN ADJACENT ENDS OF THE WATTLES.
- WATTLES SHALL BE INSPECTED AFTER SIGNIFICANT RAINFALL EVENTS, RILLS OR GULLIES UPSLOPE OF THE WATTLE AND ANY UNDERCUTTING IS TO BE REPAIRED.
- SEDIMENT DEPOSITS THAT IMPAIR THE FILTRATION CAPABILITY OF THE WATTLE SHALL BE REMOVED WHEN THE SEDIMENT REACHES ONE-THIRD OF THE WATTLE'S FUNCTIONAL FREEBOARD HEIGHT. REMOVED SEDIMENT SHALL BE DEPOSIT WITHIN THE PROJECT IN SUCH A WAY THAT THE SEDIMENT IS NOT SUBJECT TO EROSION BY WIND OR WATER, OR AS DIRECTED BY THE ENGINEER.
- INSTALLED WATTLES SHALL BE REMOVED AND/OR REPLACED AS REQUIRED TO ADAPT TO CHANGING CONDITIONS.

**WATTLES IN A TEMPORARY EROSION CONTROL APPLICATION**

- WHEN NO LONGER REQUIRED FOR THE INTENDED PURPOSE, AS DETERMINED BY THE ENGINEER, TEMPORARY WATTLES SHALL BE REMOVED FROM THE SITE. AS AN OPTION, THE STRAW WATTLES MAY BE SLIT DOWN THE LENGTH OF THE NETTING, AND THE STRAW MAY BE USED ON SLOPES OR OTHER AREAS, AS DESIGNATED BY THE ENGINEER. THE NETTING SHALL BE GATHERED AND DISPOSED OF IN REGULAR MEANS AS IT IS NON-HAZARDOUS, INERT MATERIAL.
- TRENCHES, DEPRESSIONS OR ANY OTHER GROUND DISTURBANCES CAUSED BY THE REMOVAL OF THE TEMPORARY STRAW WATTLES SHALL BE BACKFILLED AND REPAIRED WITH THE EXCESS SEDIMENT CAPTURED BY THE WATTLE, PRIOR TO SPREADING THE STRAW OR OTHER FINAL EROSION CONTROL PROTECTION.

**WATTLES IN A PERMANENT EROSION CONTROL APPLICATION**

- LEAVE WATTLES AS INSTALLED TO PHOTODEGRADE OR BIODEGRADE OVER TIME AS NATIVE AND APPLIED VEGETATION ULTIMATELY STABILIZE THE REPAIRED SITE

NOTE: SILT FENCE NOT PERMITTED FOR BOUNDARY OR SLOPE PROTECTION.

NOTE: DETAILS FROM INDIANA STORM WATER QUALITY MANUAL, 2007 AND OTHER SOURCES

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**SURFACE STABILIZATION**

**Temporary Seeding**

**Purpose**

- To provide vegetative cover where permanent seeding is not desirable or practical.
- To reduce erosion and sedimentation damage by stabilizing disturbed areas.
- To reduce problems associated with mud or dust from unvegetated soil surfaces during construction.
- To reduce sediment-laden storm water runoff from being transported to downstream areas.
- To improve visual aesthetics of construction areas.

**Specifications**

**Seedbed Preparation**

Grade and apply soil amendments.

**Seeding Frequency**

Seed rough graded areas daily while soil is still loose and moist.

**Density of Vegetative Cover**

Eighty percent or greater over the soil surface.

**Materials**

- Soil Amendments - Select materials and rates as determined by a soil test (contact your county soil and water conservation district or cooperative extension office for assistance and soil information, including available soil testing services) or 400 to 600 pounds of 12-12-12 analysis fertilizer, or equivalent. Consider the use of reduced phosphorus application where soil tests indicate adequate phosphorous levels in the soil profile.
- Seed - Select appropriate plant species seed or seed mixtures on the basis of quick germination, growth, and time of year to be seeded (see Table 1).
- Mulch -
  - Straw, hay, wood fiber, etc. (to protect seedbed, retain moisture, and encourage plant growth).
  - Anchored to prevent removal by wind or water or covered with manufactured erosion control blankets.

Table 1. Temporary Seeding Specifications

Seed Species <sup>1</sup>	Rate per Acre	Planting Depth	Optimum Dates <sup>2</sup>
Wheat or Rye	150 lbs.	1 to 1 1/2 inches	Sept. 15 - Oct. 30
Spring Oats	100 lbs.	1 inch	March 1 - April 15
Annual Ryegrass	40 lbs.	1/4 inch	March 1 - May 1 Aug. 1 - Sept. 1
German Millet	40 lbs.	1 to 2 inches	May 1 - June 1
Sudangrass	35 lbs.	1 to 2 inches	May 1 - July 30
Buckwheat	60 lbs.	1 to 2 inches	April 15 - June 1
Corn (broadcast)	300 lbs.	1 to 2 inches	May 11 - Aug. 10
Sorghum	35 lbs.	1 to 2 inches	May 1 - July 15

<sup>1</sup> Perennial species may be used as a temporary cover, especially if the area to be seeded will remain idle for more than one year (see **Permanent Seeding** on page 35).

<sup>2</sup> Seeding done outside the optimum seeding dates increases the chances of seeding failure. Dates may be extended or shortened based on the location of the project site within the state.

Notes:  
Mulch alone is an acceptable temporary cover and may be used in lieu of temporary seeding, provided that it is appropriately anchored.

A high potential for fertilizer, seed, and mulch to wash exists on steep banks, cuts, and in channels and areas of concentrated flow.

**Application**

**Seedbed Preparation**

- Test soil to determine pH and nutrient levels.
- Apply soil amendments as recommended by the soil test. If testing is not done, apply 400 to 600 pounds per acre of 12-12-12 analysis fertilizer, or equivalent.
- Work the soil amendments into the upper two to four inches of the soil with a disk or rake operated across the slope.

**Seeding**

- Select a seed species or an appropriate seed mixture and application rate from Table 1.
- Apply seed uniformly with a drill or cultipacker seeder or by broadcasting. Plant or cover seed to the depth shown in Table 1.
  - Notes:
    - If drilling or broadcasting the seed, ensure good seed-to-soil contact by firming the seedbed with a roller or cultipacker after completing seeding operations.
    - Daily seeding when the soil is moist is usually most effective.
    - If seeding is done with a hydroseeder, fertilizer and mulch can be applied with the seed in a slurry mixture.
- Apply mulch (see **Mulching** on page 55 or **Compost Mulching** on page 59) and anchor it in place.

**Maintenance**

- Inspect within 24 hours of each rain event and at least once every seven calendar days.
- Check for erosion or movement of mulch and repair immediately.
- Monitor for erosion damage and adequate cover (80 percent density); reseed, fertilize, and apply mulch where necessary.
- If nitrogen deficiency is apparent, top-dress fall seeded wheat or rye seeding with 50 pounds per acre of nitrogen in February or March.

**SURFACE STABILIZATION**

**Dormant Seeding & Frost Seeding**

**Purpose**

- To provide early germination and soil stabilization in the spring.
- To reduce sediment-laden storm water runoff from being transported to downstream areas.
- To improve the visual aesthetics of the construction area.
- To repair or enhance previous seeding.

**Specifications**

**Seedbed Preparation**

Grade and apply soil amendments as recommended by a soil test (incorporate soil amendments into soil prior to soil freezing).

**Density of Vegetative Cover**

Eighty percent or greater over the soil surface.

**Materials**

- Soil Amendments - Select materials and rates as determined by a soil test (contact your county soil and water conservation district or cooperative extension office for assistance and soil information, including available soil testing services) or 200 to 300 pounds of 12-12-12 analysis fertilizer, or equivalent. Consider the use of reduced phosphorus application where soil tests indicate adequate phosphorous levels in the soil profile.
- Seed - Select an appropriate plant species seed or seed mixture on the basis of soil type, soil pH, region of the state, time of year, and intended land use of the area to be seeded (see Table 1 or Table 2).
- Mulch -
  - Straw, hay, wood fiber, compost, etc. (to protect seedbed, retain moisture, and encourage plant growth).
  - Anchored to prevent removal by wind or water or covered with premanufactured erosion control blankets.

**Application**

(see Tables 1 and 2)

**Site Preparation**

- Grade the site to achieve positive drainage.
- Add topsoil (see **Topsoil Salvage and Utilization** on page 25) to achieve needed depth for establishment of vegetation.

**Dormant Seeding**

Site preparation, seedbed preparation and mulching can be done months ahead of actual seeding or if the existing ground cover is adequate, seeding can be done directly into it.

- Test soil to determine pH and nutrient levels.

2. Broadcast soil amendments as recommended by a soil test and work into the upper two to four inches of soil. If testing was not done, apply 200 to 300 pounds per acre of 12-12-12 analysis fertilizer, or equivalent.

3. Apply and anchor mulch (see **Mulching** on page 55 and **Compost Mulching** on page 59) immediately after completion of grading and addition of soil amendments.

4. Select an appropriate seed species or mixture from Table 1 for temporary seeding or Table 2 for permanent seeding. Broadcast the seed on top of the mulch and/or into existing ground cover at the rate shown. (Seed areas when soil temperatures are below 50° F but the soil is not frozen.)

**Frost Seeding**

Seed is broadcast over the prepared seedbed and incorporated into the soil by natural freeze-thaw action.

- Test soil to determine pH and nutrient levels.

2. Broadcast soil amendments as recommended by a soil test and work into the upper two to four inches of soil before it freezes. If testing was not done, apply 200 to 300 pounds per acre of 12-12-12 analysis fertilizer, or equivalent.

3. Select an appropriate seed species or mixture from Table 1 for temporary seeding or Table 2 for permanent seeding. Broadcast the seed on the seedbed or into the existing ground cover at the rate shown. (Seed areas when the soil is frozen. Do not work the seed into the soil.)

**Maintenance**

- Inspect at least once every seven calendar days.
- Check for erosion or movement of mulch.
- Check for inadequate cover (less than 80 percent density over the soil surface); reseed and mulch in mid to late April if necessary. For best results, reseed within the recommended dates shown in Temporary Seeding on page 31 and Permanent Seeding on page 35.
- Apply 200 to 300 pounds per acre of 12-12-12 analysis fertilizer, or equivalent, between April 15 and May 10 or during periods of vigorous growth.
- Fertilize turf areas annually. Apply fertilizer in a split application. For cool-season grasses, apply one-half of the fertilizer in late spring and one-half in early fall. For warm-season grasses, apply one-third in early spring, one-third in late spring, and the remaining one-third in middle summer.

Table 1. Temporary Dormant or Frost Seeding Recommendations

Seed Species	Rate per Acre
Wheat or rye	150 lbs.
Spring oats	150 lbs.
Annual ryegrass	60 lbs.

Table 2 provides several seeding options. Additional seed mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties (e.g., soil pH and drainage), slope aspect, and the tolerance of each species to shade and drought.

Table 2. Permanent Dormant or Frost Seeding Recommendations

Open Low-Maintenance Areas (remaining idle more than six months)

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Perennial ryegrass - white clover <sup>1</sup>	75 lbs. 3 lbs.	5.6 to 7.0
2. Kentucky bluegrass - smooth bromegrass - switchgrass - timothy - perennial ryegrass - white clover <sup>1</sup>	30 lbs. 15 lbs. 5 lbs. 6 lbs. 15 lbs. 3 lbs.	5.6 to 7.5
3. Perennial ryegrass - tall fescue <sup>2</sup>	45 lbs. 45 lbs.	5.6 to 7.0
4. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	75 lbs. 3 lbs.	5.5 to 7.5

Steep Banks and Cuts, Low-Maintenance Areas (not mowed)

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Smooth bromegrass - red clover <sup>1</sup>	50 lbs. 30 lbs.	5.5 to 7.5
2. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	75 lbs. 3 lbs.	5.5 to 7.5
3. Tall fescue <sup>2</sup> - red clover <sup>1</sup>	75 lbs. 30 lbs.	5.5 to 7.5
4. Orchardgrass - red clover <sup>1</sup> - white clover <sup>1</sup>	45 lbs. 30 lbs. 3 lbs.	5.6 to 7.0
5. Crownvetch <sup>1</sup> - tall fescue <sup>2</sup>	18 lbs. 45 lbs.	5.6 to 7.0

Lawns and High-Maintenance Areas

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Bluegrass	210 lbs.	5.5 to 7.0
2. Perennial ryegrass (turf type) - bluegrass	90 lbs. 135 lbs.	5.6 to 7.0
3. Tall fescue (turf type) <sup>2</sup> - bluegrass	250 lbs. 45 lbs.	5.6 to 7.5

Channels and Areas of Concentrated Flow

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Perennial ryegrass - white clover <sup>1</sup>	150 lbs. 3 lbs.	5.6 to 7.0
2. Kentucky bluegrass - smooth bromegrass - switchgrass - timothy - perennial ryegrass - white clover <sup>1</sup>	30 lbs. 15 lbs. 5 lbs. 6 lbs. 15 lbs. 3 lbs.	5.5 to 7.5
3. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	225 lbs. 3 lbs.	5.5 to 7.5
4. Tall fescue <sup>2</sup> - perennial ryegrass - Kentucky bluegrass	225 lbs. 30 lbs. 30 lbs.	5.5 to 7.5

<sup>1</sup> For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded; and (c) if legumes are fall-seeded, do so in early fall.

<sup>2</sup> Tall fescue provides little cover for, and may be toxic to some species of wildlife. The Indiana Department of Natural Resources recognizes the need for additional research on alternatives such as buffalograss, orchardgrass, smooth bromegrass, and switchgrass. This research, in conjunction with demonstration areas, should focus on erosion control characteristics, wildlife toxicity, turf durability, and drought resistance.

Notes:

- If using mixtures other than those listed in this table, increase seeding rates by 50 percent over the conventional seeding rates.
- A high potential for fertilizer, seed, and mulch to wash exists on steep banks, cuts, and in channels and areas of concentrated flow.

**SURFACE STABILIZATION**

**Permanent Seeding**

**Purpose**

- To provide permanent vegetative cover and improve visual aesthetics of a project site.
- To reduce erosion and sedimentation damage by stabilizing disturbed areas.
- To reduce problems associated with mud or dust from unvegetated soil surfaces.
- To reduce sediment-laden storm water runoff from being transported to downstream areas.

**Specifications**

**Seedbed Preparation**

Grade and apply soil amendments.

**Seeding Frequency**

Seed final graded areas daily while soil is still loose and moist.

**Density of Vegetative Cover**

Ninety percent or greater over the soil surface.

**Materials**

- Soil Amendments - Select materials and rates as determined by a soil test (contact your county soil and water conservation district or cooperative extension office for assistance and soil information, including available soil testing services) or 400 to 600 pounds of 12-12-12 analysis fertilizer, or equivalent. Consider the use of reduced phosphorus application where soil tests indicate adequate phosphorous levels in the soil profile.
- Seed - Select an appropriate plant species seed or seed mixture on the basis of soil type, soil pH, region of the state, time of year, and intended land use of the area to be seeded (see Table 1).
- Mulch -
  - Straw, hay, wood fiber, etc. (to protect seedbed, retain moisture, and encourage plant growth).
  - Anchored to prevent removal by wind or water or covered with premanufactured erosion control blankets.

**Application**

**Site Preparation**

- Grade the site to achieve positive drainage.
- Add topsoil (see **Topsoil Salvage and Utilization** on page 25) or compost mulch (see **Compost Mulching** on page 59) to achieve needed depth for establishment of vegetation. (Compost material may be added to improve soil moisture holding capacity, soil friability, and nutrient availability.)

**Seedbed Preparation**

- Test soil to determine pH and nutrient levels.
- Apply soil amendments as recommended by the soil test and work into the upper two to four inches of soil. If testing is not done, apply 400 to 600 pounds per acre of 12-12-12 analysis fertilizer, or equivalent.
- Till the soil to obtain a uniform seedbed. Use a disk or rake, operated across the slope, to work the soil amendments into the upper two to four inches of the soil.

**Seeding**

Optimum seeding dates are March 1 to May 10 and August 10 to September 30. Permanent seeding done between May 10 and August 10 may need to be irrigated. Seeding outside or beyond optimum seeding dates is still possible with the understanding that reseeded or overseeding may be required if adequate surface cover is not achieved. Reseeding or overseeding can be easily accomplished if the soil surface remains well protected with mulch.

- Select a seeding mixture and rate from Table 1. Select seed mixture based on site conditions, soil pH, intended land use, and expected level of maintenance.
- Apply seed uniformly with a drill or cultipacker seeder (see Figure 1) or by broadcasting (see Figure 2). Plant or cover the seed to a depth of one-fourth to one-half inch. If drilling or broadcasting the seed, ensure good seed-to-soil contact by firming the seedbed with a roller or cultipacker after completing seeding operations. (If seeding is done with a hydroseeder (see Figure 3), fertilizer and mulch can be applied with the seed in a slurry mixture.)
- Mulch all seeded areas (see **Mulching** on page 55 and **Compost Mulching** on page 59) and use appropriate methods to anchor the mulch in place. Consider using erosion control blankets on sloping areas and conveyance channels (see **Erosion Control Blanket** on page 63).

**Maintenance**

- Inspect within 24 hours of each rain event and at least once every seven calendar days until the vegetation is successfully established.
- Characteristics of a successful stand include vigorous dark green or bluish-green seedlings with a uniform vegetative cover density of 90 percent or more.
- Check for erosion or movement of mulch.
- Repair damaged, bare, gullied, or sparsely vegetated areas and then fertilize, reseed, and apply and anchor mulch.
- If plant cover is sparse or patchy, evaluate the plant materials chosen, soil fertility, moisture condition, and mulch application; repair affected areas either by overseeding or preparing a new seedbed and reseeding. Apply and anchor mulch on the newly seeded areas.
- If vegetation fails to grow, consider soil testing to determine soil pH or nutrient deficiency problems. (Contact your soil and water conservation district or cooperative extension office for assistance.)
- If additional fertilization is needed to get a satisfactory stand, do so according to soil test recommendations.
- Add fertilizer the following growing season. Fertilize according to soil test recommendations.
- Fertilize turf areas annually. Apply fertilizer in a split application. For cool-season grasses, apply one-half of the fertilizer in late spring and one-half in early fall. For warm-season grasses, apply one-third in early spring, one-third in late spring, and the remaining one-third in middle summer.

Table 1. Permanent Seeding Recommendations

This table provides several seed mixture options. Additional seed mixtures are available commercially. When selecting a mixture, consider intended land use and site conditions, including soil properties (e.g., soil pH and drainage), slope aspect, and the tolerance of each species to shade and drought.

Open Low Maintenance Areas (remaining idle more than six months)

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Perennial ryegrass - white clover <sup>1</sup>	70 lbs. 2 lbs.	5.6 to 7.0
2. Perennial ryegrass - tall fescue <sup>2</sup>	70 lbs. 50 lbs.	5.6 to 7.0
3. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	70 lbs. 2 lbs.	5.5 to 7.5

Steep Banks and Cuts, Low-Maintenance Areas (not mowed)

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Smooth bromegrass - red clover <sup>1</sup>	35 lbs. 20 lbs.	5.5 to 7.0
2. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	50 lbs. 2 lbs.	5.5 to 7.0
3. Tall fescue <sup>2</sup> - red clover <sup>1</sup>	50 lbs. 20 lbs.	5.5 to 7.5
4. Orchardgrass - red clover <sup>1</sup> - white clover <sup>1</sup>	30 lbs. 20 lbs. 2 lbs.	5.6 to 7.0
5. Crownvetch <sup>1</sup> - tall fescue <sup>2</sup>	12 lbs. 30 lbs.	5.6 to 7.0

Lawns and High-Maintenance Areas

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Bluegrass	140 lbs.	5.5 to 7.0
2. Perennial ryegrass (turf type) - bluegrass	60 lbs. 90 lbs.	5.6 to 7.0
3. Tall fescue (turf type) <sup>2</sup> - bluegrass	50 lbs. 20 lbs.	5.6 to 7.5

Channels and Areas of Concentrated Flow

Seed Mixtures	Rate per Acre Pure Live Seed	Optimum Soil pH
1. Perennial ryegrass - white <sup>1</sup>	150 lbs. 2 lbs.	5.5 to 7.0
2. Kentucky bluegrass - smooth bromegrass - switchgrass - timothy - perennial ryegrass - white clover <sup>1</sup>	20 lbs. 10 lbs. 3 lbs. 4 lbs. 10 lbs. 2 lbs.	5.5 to 7.5
3. Tall fescue <sup>2</sup> - white clover <sup>1</sup>	150 lbs. 2 lbs.	5.5 to 7.5
4. Tall fescue <sup>2</sup> - perennial ryegrass - Kentucky bluegrass	150 lbs. 20 lbs. 20 lbs.	5.5 to 7.5

<sup>1</sup> For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded (see **Dormant Seeding and Frost Seeding** on page 41); and (c) if legumes are fall-seeded, do so in early fall.

<sup>2</sup> Tall fescue provides little cover for, and may be toxic to some species of wildlife. The Indiana Department of Natural Resources recognizes the need for additional research on alternatives such as buffalograss, orchardgrass, smooth bromegrass, and switchgrass. This research, in conjunction with demonstration areas, should focus on erosion control characteristics, wildlife toxicity, turf durability, and drought resistance.

Notes:

- An oat or wheat companion or nurse crop may be used with any of the above permanent seeding mixtures, at the following rates:
  - spring oats- one-fourth to three-fourths bushel per acre
  - wheat - no more than one-half bushel per acre
- A high potential for fertilizer, seed, and mulch to wash exists on steep banks, cuts, and in channels and areas of concentrated flow.

**SURFACE STABILIZATION**

**Mulching**

**Purpose**

- To prevent erosion by protecting the soil from wind and water impact.
- To provide temporary surface stabilization.
- To prevent soil from crusting.
- To conserve soil moisture, moderate soil temperature, and promote seed germination and seedling growth.

Note: **This measure should not be used in storm water runoff channels or areas where concentrated flow is attempted.**

**Specifications**

**Materials**

Table 1. Mulch Specifications

Material <sup>1</sup>	Rate per Acre	Comments
Straw or hay	2 tons	Should be dry, free of undesirable seeds. Spread by hand or machine. Must be crimped or anchored (see Table 2).
Wood fiber or cellulose	1 ton	Apply with a hydraulic mulch machine and use with tacking agent.

<sup>1</sup> Mulching is not recommended in concentrated flows. Consider erosion control blankets or other stabilization methods.

**Coverage**

The mulch should have a uniform density of at least 75 percent over the soil surface.

**Anchoring**

Table 2. Mulch Anchoring Methods

Anchoring Method <sup>1</sup>	How to Apply
Mulch anchoring tool or farm disk (dull, serrated, and blades set straight)	Crimp or punch the straw or hay two to four inches into the soil. Operate machinery on the contour of the slope.
Cleating with dozer tracks	Operate dozer up and down slope to prevent formation of rills by dozer cleats.
Wood hydromulch fibers	Apply according to manufacturer's recommendations.
Synthetic tackifiers, binders, or soil stabilizers	Apply according to manufacturer's recommendations.



**FILTER BAGS (PUMP DISCHARGE FILTER BAGS)**

**Purpose**

To minimize the discharge of sediment from pump induced dewatering activities by filtering sediment laden pump discharges from wet excavations or ponded areas encountered in construction activities. Filter bags may be used in combination with flocculants refer to Flocculants – Polymers (714.05) and manufacturer's requirements.

Note: This measure is not intended to treat or remove contaminants other than sediment. Dewatering of contaminated ground water will require additional control measures/treatments that will require appropriate permitting to discharge.

**Specifications**

**Implementation Criteria:**

When implementing pump filter bags locate bags where the discharge outflows will not impact construction activities, cause erosion, have increased sediment load, and/or overwhelm site sediment control (refer to Water Pumping (713.02) practice for additional practice information regarding water pumping activities). Filter bags may be used in combination with flocculants refer to Flocculants – Polymers (714.05) and follow manufacturer's requirements.

**Size/Capacity:**

- The necessary dimensions of a filter bag are dependent on the pumping rate (pump size). If the filter bag is too small increases the potential of bursting (bag failure), seam ripping and/or hose detachment resulting in sediment discharge.
- When dewatering excavations with high clay content soil materials larger filter bags will likely be required due to the rapid clogging potential of the geotextile filter bag.
- Follow manufacturer's recommendations/requirements when sizing bags based upon pump size and soil conditions.

**Location:**

- Locate filter bags where outflows can easily drain away. Avoid concave locations.
- Filter bags must be placed on nearly level to slightly sloping surface (less than 5% slope) to prevent bag rolling. Aggregate pads can be implemented to level slopes of 5% or greater but yet less than 10%.
- Preferred locations for filter bags are areas of undisturbed stable densely grass vegetated areas where bag out flows can be further filtered by the surrounding vegetation and away from water resources.
- Filter bags can be located on flat bed trailers or truck beds (without rough edges) for ease of removal and disposal.
- Implement secondary containment Rock Berm (709.06) down slope of bags when near sensitive water resources such as streams and wetland areas or when near adjacent properties.
- Filter bags are to be located for ease of access for monitoring, maintenance and filter bag removal (filter bags become very heavy once they become filled with sediment).
- Filter bags shall be protected from objects or items that could puncture or tear the filter bag when stored and during dewatering operations.
- Do not locate filter bags in water resources, wetlands, stream channels, or in concentrated flows or pipe outlet flow paths.

**Materials:**

- Filter bags made of nonwoven polyethylene geotextile meeting the minimum requirements of Exhibit 713.01-B.
- Geotextile filter bag seams must be durable and adequately burst resistant. These seams maybe double stitched with high strength thread.
- Steel hose clamps or equivalent to tightly attach pump hose to the filter bag (Exhibit 713.01-C).
- Elevated drainage pad (optional): Aggregate INDOT CA No. 8 (Refer to Appendix D), wood mulch/tree grinding, straw bales, wood pallet (free of protruding nails or other sharp objects or broken wood slats).
- Secondary containment berm (optional): refer to Rock Berm (709.06)
- Outflow pathway stabilization materials: dependent upon design, site conditions and pumping requirements.

The table below provides the minimum properties for filter bag geotextile.

Geotextile Filter Bag Minimum Properties		
Property	Test Method	Value
Mass Per Unit Area	ASTM D-5261	8 oz/yd <sup>2</sup>
Grab Tensile Strength	ASTM D-4632	180 lbs
Grab Elongation	ASTM D-4632	50%
Trapezoid Tear Strength	ASTM D-4533	80 lbs
CBR Puncture Strength	ASTM D-6241	475 lbs
Water Flow Rate	ASTM D-4491	70 gal/min/ft <sup>2</sup>
Apparent Opening Size	ASTM D-4751	80 U.S. Sieve
UV Resistance (500 hrs)	ASTM D-4355	70%

**Installation:**

- Ensure to remove all sharp objects, sticks and debris etc. from filter bag location.
- Install a level elevated drainage pad for best outflow results. Extend pad at least 1 foot beyond the footprint of the filter bag. A variety of options to elevate the filter bag to promote/facilitate more efficient outflows from the filter bag from the bottom side. Option 1. Aggregate pad INDOT CA No. 8 a minimum of 6 inches thick. Option 2. Wood mulch/tree grindings a minimum of 6 inches thick. Option 3. Strawbale pad of bales. Option 4. Wood pallets.
- To correct excessive slopes, install a level aggregate pad of INDOT CA No. 8 gravel a minimum of 6 inches thick and sufficient to create a level pad.
- Install if necessary, a stabilize outflow pathway to receiving water resources or unstable receiving sloping areas. Filter bag outflows should not cause erosion along the pathway to the discharge point (such as the receiving conveyance or water resource). Install outlet and outflow pathway protection or energy dissipation measures appropriate for the flows/pumping rate and duration of pumping activities such as the following (refer to Water Pumping 713.02):
  - Riprap outlet protection Energy Dissipater (Outlet Protection) (705.01) (refer to Exhibit 713.01-D).
  - Plastic sheeting (refer to Exhibit 713.02-B).
  - Riprap-Lined Channel (704.02)
- Where needed or in close proximity to water resources or adjacent properties install a secondary containment Rock Berm (709.06) on the downslope sides and tie into higher ground or for level or less sloping locations encircle the outflow pad with a rock berm or like the Gravel Donut Drop Inlet Protection (706.02) (Chapter 7, page 149).
- Connect the pump hose to the filter bag using a tight connection such as with a steel hose band clamp over the rigid hose connector area to form a watertight connection. (refer to refer to Exhibit 713.01-C). Do not clamp or tie around flexible hose areas since a tight connection cannot be achieved. To obtain a tight leak free filter bag connection do not connect more than one pump hose to a bag.
- Wherever possible implement measures to minimize sediment entry to pump intake area by implementing floating inlets (refer to Water Pumping 713.02) or use a sump pit for dewatering (refer to Exhibit 713.02-1).

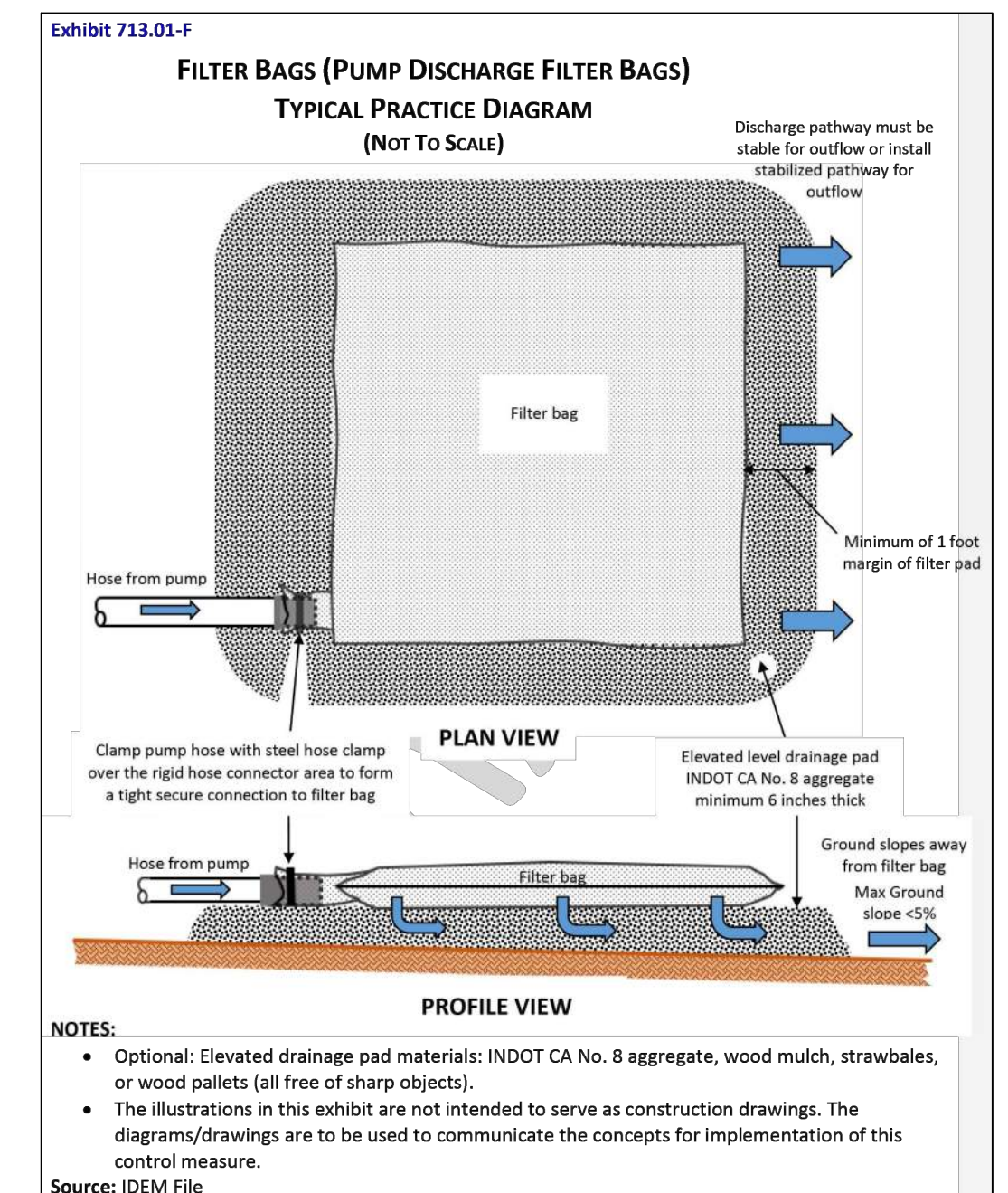
Note: When continuous pumping is required during sub-freezing conditions special provisions are needed to reduce bag freezing and rupture potential.

**Disposal:**

- Allow bag to dewater prior to attempting to moving, disconnecting pump hose or opening bag. Where site characteristics allow, the bag may be left in place and cut open and the contents spread out and stabilized. Remove all visible fabric.
- Do not empty bags or leave contents where runoff can carry sediment into wetland, waterways or conveyances.
- Bags and contents can be buried or taken to areas allowing clean fill (when pumping from uncontaminated sites).
- When using in combination with flocculants or polymers dispose bag and contents according to manufacturer's requirements and refer to Flocculants – Polymers (714.05)

**Maintenance:**

- Monitor the outflow to nearby water resources, off-site properties and receiving conveyances such as storm sewer inlets and swales for excessive sedimentation. Cease pumping when impacts are identified and evaluate for improvements.
- Filter bags require frequent monitoring. At a minimum, inspect at the beginning of pumping operations and at a minimum of once every hour thereafter until the cessation of pumping of sediment-laden water.
- Cease pumping when bag can no longer pass water at a reasonable rate and threatens to rupture and replace with a new filter bag.
- When secondary containments are used and begin to exhibit sediment deposits then cease pumping and implement a new filter bag.
- Monitor hose-bag connection and ensure a watertight connection with no leakage.
- Monitor bag for holes, rips or tears. Immediately cease pumping when holes, rips or tears are identified and replace filter bag prior to resumption of pumping of sediment-laden water.
- Store replacement bags in a protected location to prevent exposure to sunlight, punctures, abrasion, rips and tears.
- Do not use damaged, punctured or torn bags.
- Maintain positive drainage away from filter bags for efficient operation.
- If erosion from filter bag outflow is identified, cease pumping and stabilize outflow pathway prior to the resumption of pumping activities.
- For continuous pumping activities have on-site or ready access to additional filter bags in the event of bag failure or bag is full.



NOTE: ALTERNATE METHODS FOR INLET PROTECTION ARE PERMISSIBLE  
NOTE: DETAILS FROM INDIANA STORM WATER QUALITY MANUAL 2007 AND OTHER SOURCES

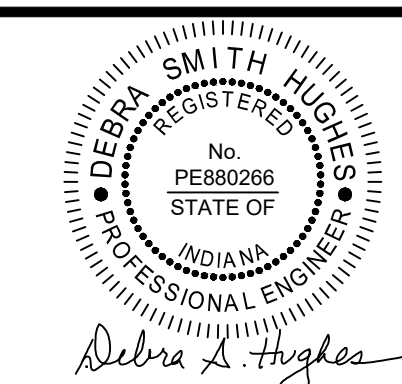
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NO.	REVISIONS	BY	DATE



3220 Southview Drive  
Elkhart, IN 46514  
Phone: 574-266-1010  
Email: info@sam.biz

DRAWING FILE: 72906_SWPPP_DETAILS.DWG
CERTIFICATION DATE: 11/20/2023
HORIZONTAL SCALE: NONE
VERTICAL SCALE: NONE
ENGINEER: Debra S. Hughes, P.E.
TECHNICIAN: AKM



DETAILS: PUMP DISCHARGE FILTER BAG
COMBINED TECHNOLOGIES, INC., 503 BLOOMINGDALE DRIVE, BRISTOL PT. BRISTOL INDUSTRIAL PARK, PT. SE 1/4, SEC 27, T38N, R6E WASHINGTON TWP., ELKHART CO., INDIANA
JOB NUMBER: 1022072906

SHEET 11  
OF 11

Town Manager recommendation

1. Recommend Council approve variance request to allow a second commercial drive. As stated in the application the new drive will improve emergency vehicle access. In my opinion it also facilitates access to the new parking areas and can eliminate the occasional occurrence of delivery vehicles parked on Bloomingdale. A recommendation for having two commercial drives on Bloomingdale is warranted for the years of 2024 and 2025 as detoured downtown traffic will utilize Bloomingdale, long term I do not see the additional drive as a problem with normal local commercial traffic levels.
2. Our standards ( 11.13.2) call for a \$200 filing fee for a minor variance. I recommend waiving this fee. CTI is a longtime presence in Town and the planning efforts, design challenges and meeting various standards for their expansion project has been a monumental task for them. CTI, Ancon and Sam have been very good to work with during this process and have been responsive to all requests. The company has not asked for incentives from the town and now this relative last-minute requirement for a \$200 fee seems unnecessary.
3. Recommend approval of the latest reviewed site plan. In the packet you have a copy of the Town engineer's initial review of the site plan. The site plan in the packet represents the changes resulting from these comments. There are two Town engineer comments ( points A and B below) on this final plan which the Town agrees with the owner cannot solve. Both are related to drainage and stormwater storage. The new site improves upon the existing stormwater storage and the concerns about standing water after large volume rainfall are not warranted based upon the Town's historic knowledge of the site. The soils on the site have a fast water infiltration rate.

Engineer comments

- A. Drainage design: Request variance from stormwater analysis or design for existing conditions. Drainage for the existing building and parking lot flows north and collects in an existing drainage basin between the parking lot and Bloomingdale Drive. This existing drainage basin has performed well and does not have standing water after rainfall events. This demonstrates that the existing soils infiltrate drainage quickly. Proposed underground drainage system will provide 13,900 c.f. of storage, which meets the Town 100-year rainfall event requirements. A soils report for the site was obtained and infiltration testing was conducted. The infiltration rate for design use was recommended as 19.3 inches per hour by the geotechnical report. This drainage design used 5 inches per hour to be conservative. Drainage for the proposed building addition will be collected in this underground storage system.
- B. Request variance for requirement for elevation of bottom of proposed underground retention system above existing groundwater elevation: The soil report found groundwater at 767.0 on the west side of the site and 764.7 on the east side of the site. The bottom of the underground stormwater retention system is at 765.3 and is on the west side of the property. This elevation is 1.3 ft. below groundwater elevation on the west side and above groundwater elevation on the east side. This indicates a sloped groundwater table. Groundwater elevations do vary over time, it is not a constant elevation. We believe the proposed design will provide acceptable drainage for the building addition. The Town standard of groundwater based on the County General Soil Map is met. The General Soil Map indicates groundwater is more than 6.7 ft. deep.
- C. We request a variance from the \$100.00 application fee. This was not requested at the initial submittal.

## Memorandum of Understanding

This Memorandum of Understanding (MOU) outlines the terms and conditions for a cost-share opportunity between the St. Joseph River Basin Commission (SJRBC) and a local government within the St. Joseph River watershed. The primary objective is to facilitate the installation and operation of water monitoring sensors with real-time data transmission capabilities in strategic locations within the watershed (the “Project”).

### 1. Purpose:

The purpose of this MOU is to establish a cooperative framework between SJRBC and a local government to acquire and deploy water monitoring equipment for the collection of real-time water level information in streams and water bodies within the St. Joseph River watershed. The data gathered will be instrumental in assessing water availability and other factors relevant to drainage, development, and land use in our communities.

### 2. Responsibilities:

#### A. St. Joseph River Basin Commission (SJRBC):

- SJRBC will procure and provide the necessary monitoring equipment, consisting of solar-powered sensors with cellular connectivity for real-time data transmission. SJRBC will own the monitoring equipment.
- SJRBC, at its own expense, will cover the annual service fees for data transmission associated with the monitoring equipment.
- SJRBC will manage the contracts with service providers, ensuring uninterrupted operation and data accessibility.
- SJRBC will secure and coordinate with a contractor to install monitoring equipment and conduct the field measurements necessary to develop stage discharge curves at the selected monitoring sites.

#### B. Local Governments:

- The local government will be responsible for reimbursing SJRBC for equipment installation and stage discharge curve development at the mutually agreed upon monitoring site(s). These tasks will be carried out by professional hydrologists contracted by the SJRBC.

### 3. Collaboration:

The success of this collaboration hinges on open communication and coordination between SJRBC and participating local governments. To ensure the efficient implementation of the water



monitoring program, both parties will work closely to identify suitable monitoring locations and select the number of monitoring units.

**4. Financial Arrangements:**

The purchase, maintenance, and operation of monitoring equipment, along with the contracts with service providers, will be the responsibility of SJRBC. The cost of individual monitoring units is approximately \$1,000 each, with annual service fees currently around \$300 per year.

The local government is responsible for reimbursing the SJRBC for the cost of installation and stage discharge curve development at the agreed upon sites, which is estimated at \$10,000 or less per site. The maximum obligation of the local government under this MOU shall not exceed \$17,000 in total.

**5. Duration:**

This MOU is effective upon the date of signing and shall remain in force for a period of five (5) years unless terminated pursuant to this MOU. At the end of the term, this MOU will automatically renew for subsequent one-year terms unless a party provides written notice to the other of the intention not to renew at least thirty (30) days prior to the end of the then-current term.

**6. Termination:**

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. This MOU will automatically terminate should the County in which the local government is located, or the local government itself (if a member of the SJRBC itself), as applicable, ceases to be a member of the SJRBC. This MOU will automatically terminate should the SJRBC cease to exist in its current form.

Upon Termination of this MOU for any reason, SJRBC will take the necessary steps to terminate any contracts for ongoing services related to this MOU.

**7. Compliance With Laws:**

The parties shall comply with all federal, State of Indiana and local laws and regulations applicable to the project described herein, including all environmental and health and safety laws and regulations.

**8. Integration; Amendment:**

This MOU supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this MOU and constitutes the parties' entire agreement. This MOU may not be altered except by a written instrument signed by authorized representatives of both parties.

**9. Waiver:**

Neither the failure nor any delay on the part of a party to exercise any right remedy, power or privilege under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

**10. Severability:**

If any term or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this MOU shall continue in full force and effect unless amended or modified by mutual consent of the parties.

**11. Counterparts; Signatures:**

This MOU may be separately executed in counterparts by the parties, and the same, when taken together, will be regarded as one original MOU. Electronically transmitted signatures will be regarded as one original MOU. Electronically transmitted signatures will be regarded as original signatures.

**12. Indemnification:**

SJRBC agrees to indemnify, defend, and hold harmless the local government, its employees, and its affiliates, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, caused by any negligent act or omission of SJRBC, its employees, agents, contractors, or assigns with regard to the Project, or any violation of law by SJRBC, its employees, agents, contractors, or assigns relating to the Project. The terms and provisions of this Section 12 shall survive the termination of this MOU.

**13. Authority:**

Each undersigned person signing on behalf of his or her respective party certifies that he or she is duly authorized to bind his or her respective party to the terms of this MOU.

**14. Governing Law and Venue:**

This MOU will be governed by and construed in accordance with the laws of the State of Indiana. The Circuit and Superior Courts of the state of Indiana located in Elkhart County,

Indiana shall have exclusive jurisdiction and venue over any legal action arising out of or relating to this MOU.

**15. Attorney's Fees:**

The prevailing party in any action to enforce this MOU shall be entitled to their reasonable attorney fees.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed on the date(s) stated below. The parties have read and understand the foregoing terms of this MOU and do, by their respective signatures hereby agree to its terms.

**SJRBC**

**Local Government**

St. Joseph River Basin Commission

Town of Bristol, Indiana

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: President

Its: \_\_\_\_\_

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

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

**Cross Reference: Instrument Nos. 2000-27319 & 2001-02040**

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND  
PERMANENT UTILITY EASEMENT**

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT ("Agreement") is made this \_\_\_\_ day of December 2023 (the "Effective Date"), by and between Peter Liegl, an individual ("Grantor"), and the TOWN OF BRISTOL, INDIANA, a municipal corporation existing under the laws of the State of Indiana ("Grantee").

**RECITALS**

WHEREAS, Grantor is the owner in fee simple of certain real estate located in Elkhart, County, Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor desires to grant for the benefit of Grantee and Grantee desires to accept, a certain perpetual and non-exclusive easement in, on, over and across that certain portion of the Property as described and depicted in Exhibit B attached hereto and incorporated herein by reference (the "Easement Area") to provide for the installation, maintenance, repair, and replacement of drainage, wastewater, and utility facilities and equipment to be located on the Easement Area (the "Project"), upon the terms and conditions of this Agreement; and

WHEREAS, Grantor desires to grant and convey to Grantee the Easement (as defined herein) upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares, grants, and conveys as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the right and privilege to install, construct, operate, maintain, inspect, reconstruct, repair, remove, and replace underground sewer, water, wastewater, storm drainage,

electric, gas, telephone, cable and data transmission and other utility lines or facilities, including cables, wires, poles, conduits, lines, pipe and other such facilities, including, but not limited to, necessary underground support or protective structures, ducts, transformers, insulation, conduits and appurtenances and fixtures attached thereto, for the transmission of water, wastewater, sewage, gas, electricity, telephone, data or other utilities (collectively, the “Improvements”), within the Easement Area, solely for the purpose of, in connection with and in support of the installation, construction, operation, maintenance and, as needed from time to time, the repair, replacement, restoration and reconstruction of, any Improvements within the Easement Area (the “Easement”).

Section 3. Grant of Ingress and Egress and Temporary Use of the Property. Subject to the terms and conditions of this Agreement, Grantor grants and conveys to Grantee and its employees, agents, licensees, representatives, grantees, successors and assigns (collectively, “Grantee’s Benefitted Parties”) a temporary right of ingress and egress to and from the Easement Area over the Property and the right to temporarily use additional space, when available and reasonably necessary from time to time adjacent to the Easement Area, in order for Grantee or Grantee’s Benefitted Parties to exercise their rights under this Agreement. Grantor acknowledges that Grantee and Grantee’s Benefitted Parties right of ingress and egress includes the right to use equipment and materials on the Property which are necessary for the Easement.

Section 4. Restoration of Surface Area. All construction, maintenance, repair and operation of the Improvements by Grantee and Grantee’s Benefitted Parties shall be performed in accordance with all applicable laws, rules, ordinances, and regulations. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the Improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation, and use of the Property. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to return the Property to as near its original condition as is reasonably possible at such time as such Grantee or any of Grantee’s Benefitted Parties completes its construction, maintenance, repair, or any other operations in the Easement Area with respect to the Easement. Grantee and any of Grantee’s Benefitted Parties shall have the right to remove from the extent of the Easement Area any encroaching trees, buildings, or other obstructions, to the free and unobstructed use of such Easement Area. Grantor herein covenants for itself, its grantees, successors and assigns that they will not erect or maintain any buildings or other structures or obstruction on, over, or under said Easement Area, except as otherwise expressly permitted by Grantee, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

Section 5. Nature and Assignment of Easements and Rights. The Easements created herein shall be permanent and perpetual and, together with the rights and benefits thereof, shall inure to the benefit of Grantee and Grantee’s Benefitted Parties. The Easements created by this Agreement, together with the burdens thereof and obligations associated therewith, shall (i) run with and bind the Property and Easement Area, and (ii) bind Grantor (as the owner of the Property and Easement Area) and its grantees, successors and assigns and Grantee and Grantee’s Benefitted Parties. Each instrument which conveys, grants, transfers, creates, or assigns any interest in a part of the Property and Easement Area shall be deemed to impose as a limitation or restriction upon the Property and Easement Area, the burden of the Easement and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction). Notwithstanding the foregoing, Grantor hereby reserves the right to grant easements

to other utilities or services which may intersect or transect the Easement Area. Any easement granted to a utility or service intersecting or transecting the Easement Area shall be subject to the rights of Grantee herein, and shall not be incompatible with, or interfere with, the continuing use of the Easement Area.

Section 6. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, covenants, or agreements hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and equitable remedies. Notwithstanding the foregoing, if either party shall fail to cure such breach within ten (10) business days after written notice of such breach from the non-breaching party, or an additional reasonable time after such receipt if (a) such failure cannot be cured within such ten (10) business day period and (b) the defaulting party commences curing such failure within such ten (10) business day period and thereafter diligently pursues the curing of such failure, then the non-breaching party may (i) cure (but is under no obligation to cure) such default and (ii) recover from the breaching party all costs and expenses (including, but not limited to, reasonable attorney's fees) associated therewith, together with interest at the rate of three percent (3%) per annum over the prime rate published in the Wall Street Journal from time to time from the date the non-breaching party incurs such costs and expenses. In no event shall a breach result in a termination of this Agreement.

Section 7. Address and Notice. All communications directed to the parties shall be sent to the following addresses:

- If to Grantor: Peter Liegl  
900 Carl P.O. Box 3030  
Elkhart IN 46514  
ATTN Mike Stump
- If to Grantee: Town of Bristol, Indiana  
303 E. Vistula Street  
Bristol, Indiana 46507  
Attn: Town Manager
- With a copy to: Krieg DeVault LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, Indiana 46545  
Attn: Alex C. Bowman, Esq.

Either party may change its address for the purpose of this section by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section). All notices required to be given under this Agreement shall be in writing, and shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth above.

Section 8. Warranty of Grantor. Grantor hereby represents and warrants to Grantee that Grantor has fee simple title to the Property and that Grantor has the full authority to grant the Easement and to execute this Agreement.

Section 9. Due Authorization. Each undersigned person signing on behalf of a party in a representative capacity warrants and represents that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 10. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on all parties.

Section 11. Modification. This Agreement may not be modified or amended, except pursuant to a written agreement in recordable form executed by each of the parties hereto.

Section 12. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral), representations and understandings of the parties relating to the subject matter of this Agreement. No representations have been made to induce the other party to enter into this Agreement except as expressly set forth herein.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its principles of conflict of laws. All claims, disputes and other matters in controversy arising out of or related to this Agreement, or the performance or breach thereof, shall be decided in the Circuit or Superior Courts of Elkhart County, Indiana, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the parties.

Section 15. Waiver. No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limitation the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

Section 16. Construction and Interpretation. The terms “hereof”, “herein” and “hereunder”, and words of similar import, are to be construed to refer to this Agreement as a whole, and not to any particular section, paragraph, or provision, unless expressly so stated. All words or terms used in this Agreement, regardless of the number or gender in which they are used, are

deemed to include any other number and any other gender as the context may require. This Agreement is to be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted or prepared. The terms “person” and “persons” used herein shall include natural persons and corporations, partnerships (general and limited), limited liability companies, firms, associations, trusts, estates, bodies politic, political subdivisions and other entities and organizations.

Section 17. Waiver of Appraisal and Statement of Easement Donation. Grantor herein acknowledges and understands that Grantor is hereby waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the Grantee for the Project without any coercive action of any nature, and Grantor desires to donate the Temporary Construction Easement and Permanent Utility Easement to the Grantee.

Section 18. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement for Temporary Construction Easement and Permanent Utility Easement to be executed as of the Effective Date.

**GRANTOR:**

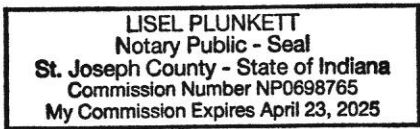
By: *[Signature]*  
Printed Name: Peter J. Liegl

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF Elkhart)

Before me, a Notary Public, in and for said County and State, personally appeared Peter J. Liegl, who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 5 day of December, 2023.

*[Signature]*  
Notary Public



Lisel Plunkett  
Printed Signature

My Commission Expires:  
April 23, 2025

My County of Residence:  
St. Joseph

*[Executions Continued on Following Page]*

**GRANTEE:**

**TOWN OF BRISTOL, INDIANA**

By: \_\_\_\_\_

Name: Jeff A. Beachy

Title: Town Council President

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff A. Beachy, in his capacity as the Town Council President of the Town of Bristol, Indiana, who acknowledged the execution of the foregoing instrument, acting for and on behalf of said Town of Bristol, Indiana, and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of

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

(SEAL)

\_\_\_\_\_

Printed Signature

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

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

Prepared by:

Alex C. Bowman, Esq.  
Krieg DeVault LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, Indiana 46545

Return after recording to:

Town of Bristol, Indiana  
303 E. Vistula Street  
Bristol, Indiana 46507  
Attn: Town Manager

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

**EXHIBIT A**  
**GRANTOR'S PROPERTY**

**Instrument No. 2000-27319**

The East One hundred sixty-three and ninety-three hundredths (163.93) feet of Lot Numbered Twenty (20), the West Eight-six and seven hundredths (86.07) feet of Lot Numbered Nineteen (19) and Lot Numbered Twenty-one (21) EXCEPT the Westerly One hundred (100) feet, as the said Lots are known and designated on the recorded Plat of BRISTOL PARK FOR INDUSTRY, a Subdivision in Washington Township; said Plat being recorded in Plat Book 15, page 69 in the Office of the Recorder of Elkhart County, Indiana.

Tax ID Nos.: 15-03-23-402-004  
                  15-03-23-402-009  
                  15-03-23-402-005

**Instrument No. 2001-02040**

Tract I

Lot Numbered Nineteen (19) EXCEPT the West Eighty-six and seven hundredths (86.07) feet and Lots Numbered Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) as the said Lots are known and designated on the recorded Plat of BRISTOL PARK FOR INDUSTRY, a Subdivision in Washington Township; said Plat being recorded in Plat Book 15, page 69, in the Office of the Recorder of Elkhart County, Indiana.

Tract II

Lot Numbered Twenty (20) EXCEPT the East One hundred sixty-three and ninety-three hundredths (163.93) feet as the said Lot is known and designated on the recorded Plat of BRISTOL PARK FOR INDUSTRY, a Subdivision in Washington Township; said Plat being recorded in Plat Book 15, page 69 in the Office of the Recorder of Elkhart County, Indiana.

Tax ID Nos.: 15-03-23-427-004; 003; 002; 001  
                  15-03-23-402-007; 006; 003

**EXHIBIT B**

**EASEMENT AREA**

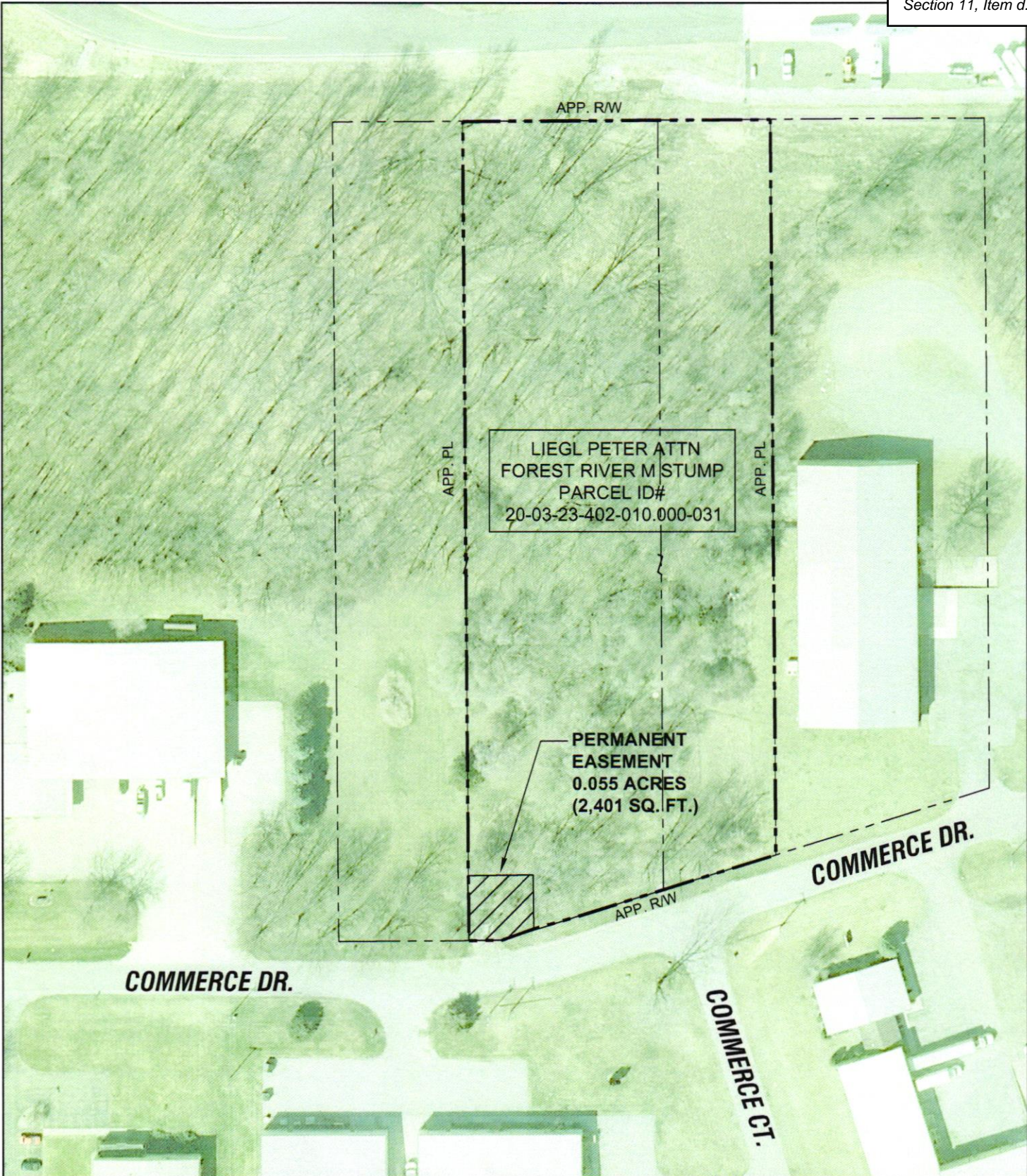
A permanent easement, contiguous with the north line of Commerce Drive for the purpose of constructing maintaining and usage of wastewater utilities, being a portion of the land owned by Peter Liegl (Contained in instrument #2000-27319 and instrument #2001-02040, in the Office of the Recorder of Elkhart County, Indiana), as shown on the attached drawing and more particularly described as follows:

A part of Section 23, Township 38 North, Range 6 East in Washington Township, Elkhart County, Indiana, described as follows:

Commencing from the southwest corner of Lot # 21 in BRISTOL PARK FOR INDUSTRY SUBDIVISION (the plat thereof being recorded in Plat Book 15, page 69 in the Office of the Recorder of Elkhart County, Indiana); thence South 89 degrees 54 minutes 00 seconds West (platted bearing) 100.00 feet along the south line of said Lot #21 to the southwest corner of a tract of land owned by Peter Liegl (contained in instrument #2000-27319), and the Point of Beginning; thence North 00 degrees 00 minutes, 00 seconds East along the west line of said Liegl tract 50.00 feet; thence North 89 degrees 54 minutes 00 seconds East 50.00 feet; thence South 00 degrees 00 minutes, 00 seconds West 42.41 feet to the south line of said Lot #21; thence South 73 degrees 00 minutes 00 seconds West along the south line of said Lot #21 a distance of 26.09 feet; thence South 89 degrees 54 minutes 00 seconds West along the South line of Said Lot #21 a distance of 24.96 feet to the POINT OF BEGINNING, containing 0.055 acres (2,401square feet) more or less.

Subject to all legal easements, highways, and rights-of-way.

Z:\Shored\IN Clients A-L\Bristol\0 S22145 WWTP Improvements\06 CAD\0 Miscellaneous\2 LA-Easements\X - LIFT STATION 8 - FIGURE.dwg PRINTED: 11/15/2023 1:55 PM BY: Jay Johnson



TEMPORARY EASEMENT



PERMANENT EASEMENT

APP.R/W = APPROXIMATE RIGHT-OF-WAY  
APP.P/L = APPROXIMATE PROPERTY LINE



TOWN OF BRISTOL  
ELKHART COUNTY, INDIANA  
EXISTING LIFT STATION 8 SITE  
**EXHIBIT "B"**

SCALE: 1" = 10'  
94

RESOLUTION NO. 12-07-2023-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL,  
INDIANA AUTHORIZING THE ACQUISITION OF  
REAL PROPERTY BY EMINENT DOMAIN ON BEHALF OF THE  
THE BRISTOL REDEVELOPMENT COMMISSION

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

WHEREAS, the Town intends to proceed with a project to construct and maintain a public pedestrian walking bridge, which is to be constructed parallel to the Division Street Bridge over the St. Joseph River, thereby connecting Congdon Park with Main Street and the Town’s downtown, and providing a safe walking path for pedestrians across the St. Joseph River (the “Project”); and

WHEREAS, Bristol Redevelopment Commission (the “Commission”), pursuant to Resolution 10-19-2023-23, approved the acquisition of certain real property consisting of 0.2 acres and located at 110 East Vistula Street, Bristol, Indiana (Parcel Number 20-03-27-229-002.000-031) (the “Property”), which is located within the Town’s Consolidated State Road 15 Economic Development Area, from the owner of the Property, identified in the public records as Lauren Howard (the “Property Owner”), in connection with the Project, and authorized the submission of a good faith offer to purchase the Property pursuant to Indiana Code § 32-24-1-3 and -5 (the “Offer”); and

WHEREAS, the Commission further resolved for the Council to authorize the Town Attorney to commence eminent domain proceedings, pursuant to Indiana Code §§ 36-7-14-20 and 32-24-1-1, *et. seq.*, to acquire the Property by filing a petition in the name of the Town, on behalf of the Commission, for condemnation of the Property in any court of competent jurisdiction, if the owner of the Property rejected the Offer, or if the Commission was otherwise unable to obtain title to the Property within thirty (30) days of the Offer; and

WHEREAS, the Council is informed that the Property Owner rejected the Offer by written notice dated November 20, 2023; and

WHEREAS, the Council has determined that there is a need for the Project, and that the Project will serve a public purpose and be of public benefit and intends to appropriate funds to finance the acquisition of the Property and construction of the Project; and

WHEREAS, the Council has determined that it is necessary to acquire the Property from the Property Owner in connection with the Project; and

WHEREAS, pursuant to Indiana Code § 36-7-14-20, if the Council, as the legislative body of the Town, considers it necessary to acquire real property in a redevelopment project area by the exercise of the power of eminent domain, the Council shall adopt a resolution setting out its determination to exercise that power.

NOW, THEREFORE, BE IT RESOLVED 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. The Project serves a public purpose and will benefit the citizens of the Town and of Elkhart County, Indiana.

Section 3. The Town Attorney is hereby authorized and directed to comply with Indiana law governing eminent domain actions and file a petition in the name of the Town, on behalf of the Town of Bristol Redevelopment Commission, for condemnation of the Property in any court of competent jurisdiction. The Town Attorney is authorized to take all actions consistent with the express intent of this Resolution and allowed by law.

Section 4. The Town Council President and Town Manager are hereby authorized to execute and deliver appropriate documents in the name of and on behalf of the Town in connection with the transactions set forth in this Resolution and to take any and all actions which such person deems necessary or appropriate regarding such transactions. Any and all documents executed by the Town Council President and Town Manager in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the Town Council President and Town Manager in connection with the actions contemplated by this Resolution be, and they hereby are, ratified and approved.

Section 5. This Resolution shall be in full force and effect upon its adoption by the Council.

\* \* \* \* \*



RESOLVED THIS 7<sup>th</sup> DAY OF DECEMBER, 2023.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

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

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

\_\_\_\_\_  
Andrew Medford

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

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

ATTEST:

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