



TOWN COUNCIL REGULAR MEETING

Thursday, March 02, 2023 at 7:00 PM

Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

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=ZkJKZ2ZMcTZGNHBCaW9adUgvdUtYZz09>

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

RDC Meeting

[Resolution](#) 3-2-2023- 5 declaratory resolution amendment and plan supplement

[Resolution](#) 3-2-2023-6 approving land purchase

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF INVOICES**
 - [a.](#) Previous month invoices
6. **APPROVAL OF MINUTES**
7. **PRIVILEGE OF THE FLOOR (AKA Public Comment)**
 - [a.](#) Please state your name and address
8. **PLANNING AND DEVELOPMENT ITEMS**

REPORTS

9. **TOWN MANAGER**
 - [a.](#) Wastewater treatment Cost of Services study – Jeff Rowe/Baker Tilly
 - [b.](#) new RR crossing contract
 - [c.](#) Elkhart Community School Board has recommended Jeff Bliler to the Bristol RDC as a non-voting member representative. Council president appointment

- [d.](#) Approve Bristol's share county contract with the County Humane Shelter for animal control services

10. CLERK-TREASURER

- [a.](#) Motion to approve Ordinance 03.02.2023 - Additional Appropriations

11. TOWN ATTORNEY

- [a.](#) Introduce new Town attorney

12. NEW BUSINESS

13. UNFINISHED BUSINESS

- [a.](#) Is the Council wanting to move forward on amending the ordinance to allow chickens?
- [b.](#) Lamar Advertising - Changes to the billboard in Memorial Park.

14. TOWN COUNCIL DISCUSSION ITEMS

- [a.](#) Andrew Medford
- [b.](#) Cathy Burke
- [c.](#) Gregg Tulholksi
- [d.](#) Jeff Beachy
- [e.](#)

NEXT MEETINGS:

Tuesday, March 14, 2023, work session

Thursday, March 16, 2023, Council Meeting

15. MOTION TO ADJOURN

RESOLUTION NO. 3-2-2023-5

A DECLARATORY RESOLUTION OF THE TOWN OF BRISTOL
REDEVELOPMENT COMMISSION AMENDING THE ECONOMIC
DEVELOPMENT PLAN FOR THE CONSOLIDATED STATE ROAD
15 ECONOMIC DEVELOPMENT AREA

WHEREAS, the Redevelopment Commission ("Commission") of the Town of Bristol, Indiana ("Town") serves as the governing body of the Town's Redevelopment District ("District") under Indiana Code 36-7-14, as amended, (collectively, the "Act");

WHEREAS, the Commission previously adopted, confirmed and amended resolutions (collectively, the "Declaratory Resolutions") establishing economic development areas, and subsequently consolidating such areas into the Consolidated State Road 15 Economic Development Area (the "Consolidated State Road 15 EDA"), and approving an economic development plan for the Consolidated State Road 15 EDA (the "Consolidated Plan") pursuant to the Act;

WHEREAS, the Commission now desires to amend the Consolidated Plan by adopting a supplemental to the Consolidated Plan attached hereto as Exhibit A (the "Plan Supplement");

WHEREAS, in connection with the Plan Supplement, the Commission now desires to take action for purposes of establishing a parcel acquisition list and proposing the acquisition of certain parcels of property, as set forth in Exhibit B attached hereto and made a part hereof (collectively, the "Real Estate") in accordance with the Act;

WHEREAS, the Plan Supplement and supporting data were reviewed and considered at this meeting;

WHEREAS, the Commission has caused to be prepared:

- (1) Maps and plats showing:
 - (A) the boundaries of the area in which property would be acquired by the Plan Supplement;
 - (B) the location of the various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the area, and any parcels of property to be excluded from the acquisition or otherwise excluded from the effects of the establishment of the Plan Supplement; and
 - (C) the parts of the area acquired, if any, that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Plan Supplement.
- (2) A list of the Real Estate proposed to be acquired under the Plan Supplement; and

- (3) An estimate of the cost, if any, to be incurred for the acquisition and redevelopment of the Real Estate which is included in the Plan Supplement.

WHEREAS, the Commission finds that the Plan Supplement is necessary in connection with the redevelopment of the Consolidated State Road 15 EDA, satisfies the requirements of the Act, and carries out and contemplates the development of the Consolidated State Road 15 EDA in accordance with the Consolidated Plan; and

WHEREAS, the Commission now desires to approve the Plan Supplement.

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

1. The Plan Supplement promotes significant opportunities for the gainful employment of the citizens of the Town, attracts major new business enterprises to the Town, retains and expands significant business enterprises in the Town, and meets other purposes of the Act, including without limitation, benefiting public health, safety and welfare, increasing economic well-being of the Town, and serving to protect and increase property values in the Town.
2. The Plan Supplement cannot be achieved by regulatory process or by the ordinary operation of private enterprise without resort to the powers allowed under the Act because of the existence of conditions that lower the value of the land below that of nearby land, multiple ownership of land, and other similar conditions.
3. The Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan Supplement.
4. The Commission hereby finds and determines that it will be of public utility and benefit to amend the Consolidated Plan by adopting the Plan Supplement.
5. As further described therein, the Plan Supplement contemplates the acquisition of certain Real Estate as part of the economic development strategy, and the Commission proposes to acquire such Real Estate within the boundaries of the Consolidated State Road 15 EDA and will follow the procedures under the Act with respect to the acquisition of such Real Estate.
6. The Commission finds that no residents of the Consolidated State Road 15 EDA will be displaced by any projects resulting from the Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.
7. The boundaries of the Consolidated State Road 15 EDA will remain unchanged by the adoption of the Plan Supplement. The projects set forth in the Plan Supplement will directly serve and benefit the Consolidated State Road 15 EDA and promote economic development activity in the Consolidated State Road 15 EDA, as further described in the Plan Supplement. The District will be permitted to engage in the activities necessary to complete the acquisition of the Real Estate and other activities set forth in the Plan Supplement.

8. The Commission hereby finds and determines that the Plan Supplement is reasonable and appropriate when considered in relation to the Consolidated Plan and the purposes of the Act, and that the Consolidated Plan, with the Plan Supplement, conforms to the comprehensive plan of development for the Town.

9. The Plan Supplement is hereby, in all respects, approved.

10. The establishment of the acquisition list for the Real Estate as set forth in Exhibit B attached hereto (which is designated as part of the Consolidated State Road 15 EDA) is hereby approved in all respects. The Commission estimates that the cost to acquire the Real Estate will be approximately Sixty-Five Thousand Dollars (\$65,000).

11. This presiding officer of the Commission is hereby authorized and directed to submit this Resolution to the Elkhart County Plan Commission (the "Plan Commission") and the Town Council as provided in the Act, and if approved by the Plan Commission and the Town Council shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

12. The Commission also directs the presiding officer to publish notice of the adoption and substance of this Resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, board of zoning appeals, works board, park board, building commissioner and any other departments, agencies or officers of the Town concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the Town's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project or other actions to be taken under this Resolution and will determine the public utility and benefit of the proposed project or other actions. Copies of the notice must also be filed with affected neighborhood associations and to persons owning property that is proposed to be added to the acquisition list included in the Plan Supplement.

13. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

14. The findings and determinations set forth in the Declaratory Resolutions and the Consolidated Plan are hereby reaffirmed.

15. The officers and representatives of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

16. The forgoing recitals are hereby incorporated by reference.

17. This Resolution shall take effect immediately upon its adoption by the Commission.

* * * * *

Adopted this 2nd day of March, 2023.

BRISTOL REDEVELOPMENT
COMMISSION

By: _____
President

ATTEST:

Secretary

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EXHIBIT A

Plan Supplement

This document is the Plan Supplement to the Consolidated Economic Development Plan (the “Consolidated Plan”) for the Consolidated State Road 15 Economic Development Area (the “Consolidated Area”) in the Town of Bristol, Indiana (the “Town”). This Plan Supplement to the Consolidated Plan is intended for approval by the Bristol Redevelopment Commission (the “Commission”), the Elkhart County Plan Commission, and the Bristol Common Council (the “Town Council”) in conformance with Indiana Code 36-7-14, as amended from time to time (the “Act”).

The Project

The Consolidated Plan is hereby supplemented to include the following Project:

To help preserve property values in the Town and provide amenities for citizens of the Town, the Commission proposed to acquire for redevelopment purposes approximately 0.65 acres of real property commonly referred to as 509 East St. Joseph Street, Bristol, Indiana (Parcel Numbers 20-03-26-155-002.000-031 and 20-03-26-155-003.000-031) and 511 East St. Joseph Street (Parcel Number 20-03-26-155-004.000-031) (collectively, the “Real Estate”). At this time, the Commission will only acquire the Real Estate and pay incidental expenses related to demolishing the blighted improvements on the Real Estate (the “Project”).

After further study, the Commission may determine that the construction of buildings and other improvements on the Real Estate may be desirable. While many possibilities exist for the enhanced use of the Real Estate, the Commission has not decided to complete such improvements as of the Project and would consider a related amendment to the Consolidated Plan prior to doing so.

The Commission anticipates paying the costs of the Project with proceeds from the Commission’s South State Road 15 Allocation Area. The Commission estimates the cost of the Project to not be greater than One Hundred Thousand Dollars (\$100,000).

Acquisition of Property

The property described in Exhibit B to Resolution No. R3-2-23A is to be added to the acquisition list for the Consolidated Plan for the Consolidated Area.

In the event the Commission determines to acquire additional interests in real property in the future, it shall follow procedures set forth in Section 19 of the Act.

Statutory Findings

The Plan Supplement meets the following required findings under the Act:

- 1. The Plan Supplement promotes significant opportunities for the gainful employment of the citizens of the Town, attracts new business enterprise to the Town, retains or*

expands a significant business enterprise existing in the boundaries of the Town, or meets other purposes of Sections 2.5, 41 and 43 of the Act.

The Project will help preserve property values in the Town by removing existing blighted improvements. As residents and commercial entities evaluate the Town as a place to relocate or remain located, they will consider the benefits from the Commission's removal of the existing blighted improvements in the Consolidated Area. As a result, the Plan Supplement generally benefits the Consolidated Area.

2. *The Plan Supplement cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of a lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land, or other similar conditions.*

The Real Estate is currently owned by multiple owners, with portions being used for residential purposes. The existing ownership of the Real Estate has not resulted in, and without the assistance of the Commission through the completion of the Project, is not likely to result in the removal of the blighted conditions on the Real Estate. The completion of the Project by the Commission, as contemplated by the Plan Supplement, overcomes the barriers of multiple property ownership and existing blighted improvements on the Real Estate.

3. *The public health and welfare will be benefited by accomplishment of the Plan Supplement.*

The Project will result in the removal of blighted improvements from the Town and allow the Commission the opportunity to use the four parcels located on East St. Joseph Street for future economic development purposes.

4. *The Plan Supplement will be a public utility and benefit as measured by public benefits similar to the attraction or retention of permanent jobs, or increase in the property tax base, improved diversity of the economic base, or other similar public benefits.*

As described above, the Project will remove the blighted improvements on the Real Estate which is a great importance to existing and prospective residents and commercial enterprises. By removing the blighted improvements, the Plan Supplement will be of public utility and benefit and allow the Town to continue to attract prospective residential and commercial enterprises to the Town.

5. *The Consolidated Plan, as amended by the Plan Supplement, conforms to other development and redevelopment plans for the Town.*

The Consolidated Plan, as amended by the plan Supplement, conforms with the intended development of the Consolidated Area.

6. *The Plan Supplement is reasonable and appropriate when considered in relation to the Declaratory Resolutions and Consolidated Plan and the purposes of the Act.*

The Plan Supplement is a natural progression from the projects contemplated by the Consolidated Plan, and consequently the Plan Supplement is reasonable and appropriate in relation to the Declaratory Resolutions and Consolidated Plan and the purposes of the Act.

EXHIBIT B

Parcel Acquisition List

Parcel Number	Address	Property Owner
20-03-26-155-002.000-031	509 East St. Joseph Street, Bristol, Indiana	Donna Free
20-03-26-155-003.000-031	509 East St. Joseph Street, Bristol, Indiana	Donna Free
20-03-26-155-004.000-031	511 East St. Joseph Street, Bristol, Indiana	KB Acquisitions LLC



RESOLUTION NO. 3-2-2023-6

A RESOLUTION OF THE TOWN OF BRISTOL
REDEVELOPMENT COMMISSION APPROVING THE
PURCHASE OF REAL PROPERTY

WHEREAS, the Bristol Redevelopment Commission (the “Commission”) has been duly established and is authorized to transact business pursuant to the provisions of Indiana Code 36-7-14, *et seq.*, as amended (the “Act”), in order to administer certain redevelopment and economic development activities within the Town;

WHEREAS, the Commission desires to foster economic development within the Town of Bristol, Indiana (the “Town”);

WHEREAS, the Commission is currently in the process of amending its Economic Development Plan (the “Plan Amendment”) for the Town’s Consolidated State Road 15 Economic Development Area (the “Consolidated Area”) to authorize the acquisition of additional parcels to facilitate economic development and revitalization within the Town;

WHEREAS, pursuant to Section 12.2(a)(1) of the Act, the Commission is permitted to acquire any property needed for the redevelopment of areas needing redevelopment that are located within the corporate boundaries of the Town;

WHEREAS, the Town has sought to acquire distressed property located at 509 E. St. Joseph Street, Bristol, Indiana 46507 (the “Property”);

WHEREAS, on the date hereof, the Commission adopted Resolution No. R3-2-23A which, among other things, expressed the Commission’s interest in acquiring the Property to further the Commission’s long term redevelopment plans for the Town’s Consolidated Area;

WHEREAS, pursuant to Section 19.5(b) of the Act, the Commission can acquire distressed real property from a willing seller after the property is appraised by two appraisers;

WHEREAS, appraisals were secured for the Property from Iverson C. Grove, MAI, SRA, and Appraisal Solutions, Inc., with an average value placed on the Property of Forty-Five Thousand Six Hundred Fifty and No/100 Dollars (\$45,650);

WHEREAS, the Commission has determined that it is necessary to exceed the average appraised value for the Property by Four Thousand Three Hundred Fifty and No/100 Dollars (\$4,350.00) due to potential greater economic development opportunities available to the Commission through its ownership of the Property, subject to the prior approval of the Town Council in accordance with Section 19.5(b) of the Act;

WHEREAS, Section 39(b)(3)(J) of the Act authorizes the Commission to pay expenses incurred by the Commission for local public improvements that are located in or serve an allocation area;

WHEREAS, the acquisition of the Property will serve the South State Road 15 Allocation Area (“TIF 130”) which is located within the Consolidated Area as such acquisition will foster economic development throughout the Consolidated Area in accordance with the Economic Development Plan for the Consolidated Area;

WHEREAS, the Commission desires to acquire the Property with revenues from TIF 130; and

WHEREAS, the Commission believes that the acquisition of the Property is in the best interest of the Town and its citizens and now desires to approve the purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. The Commission hereby determines that the Property is a distressed property which may be acquired in accordance with Section 19.5 of the Act and hereby approves the purchase of the Property subject to the terms and conditions set forth herein and in the Purchase Agreement (as defined herein).
- Section 3. The Commission hereby authorizes and approves the execution and delivery of the Purchase Agreement, in substantially the form attached hereto as Exhibit A (the “Purchase Agreement”), with such changes thereto as the President, Vice President and Secretary of the Commission deem necessary and appropriate to effectuate this Resolution and to consummate the purchase of the Property, said officer’s execution and attestation thereof to be conclusive evidence of their approval of such changes.
- Section 4. The Commission hereby determines in accordance with Section 19(b) of the Act that the purchase price for the Property shall be Fifty Thousand and No/100 Dollars (\$50,000.00), plus other closing and related costs as provided for in the Purchase Agreement (the “Purchase Price”). The Clerk-Treasurer is hereby authorized to pay the Purchase Price from TIF 130 on the Closing Date (as defined in the Purchase Agreement) following the satisfaction of the conditions set forth in the Purchase Agreement.
- Section 5. Each of the President, Vice President and Secretary of the Commission is hereby authorized to execute and deliver appropriate conveyance instruments, documents, certificates, and agreements in the name of and on behalf of the Commission 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; provided, however, that the terms and conditions of any such document shall be consistent with the terms and conditions approved in this Resolution. Any and all documents executed by the President, Vice President and Secretary of the Commission in connection with the actions contemplated by this Resolution

and any and all actions previously, or to be, taken by the President, Vice President or Secretary in connection with the actions contemplated by this Resolution be, and they hereby are, ratified and approved.

Section 6. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the President, Vice President or Secretary of the Commission on behalf of the Commission shall be in a form approved by, and satisfactory to, the President, Vice President or Secretary upon the advice of counsel, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President or Secretary.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

Adopted this 2nd day of March, 2023.

BRISTOL REDEVELOPMENT
COMMISSION

By: _____
President

ATTEST:

Secretary

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EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

(To be Attached)

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made effective as of the ____ day of March, 2023 (“Effective Date”), by and between **DONNA FREE** (“Seller”), and the **BRISTOL REDEVELOPMENT COMMISSION** (“Purchaser”).

RECITALS

WHEREAS, Purchaser is a redevelopment commission and as such is created and empowered under Indiana Code 36-7-14 *et seq*; and

WHEREAS, Purchaser is authorized to acquire real property as provided under Indiana Code § 36-7-14-12.2(a)(1); however, Purchaser is required to follow the procedures outlined under Indiana Code § 36-7-14-19.5; and

WHEREAS, Purchaser desires to purchase and acquire from Seller, and Seller desires to sell and convey to Purchaser, certain real estate located in Bristol, Indiana, subject to Purchaser’s compliance with Indiana Code § 36-7-14-19.5, and pursuant to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, certain real property generally located at 509 East St. Joseph Street, Bristol, Indiana 46507 (Parcel Numbers 20-03-26-155-003.000-031 and 20-03-26-155-002.000-031), consisting of approximately 0.44 acres, as more particularly depicted on **Exhibit A**, and legally described on **Exhibit B**, attached hereto and made a part hereof, together with all rights and title Seller has to all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the “Real Estate”).

Purchase Price. The purchase price for the Real Estate shall be an amount equal to Fifty Thousand Dollars (\$50,000) (the “Purchase Price”). At the Closing, Purchaser shall pay to Seller the Purchase Price, less any credits, reductions, and prorations for which this Agreement provides.

Closing. Subject to all other terms and conditions set forth in this Agreement, the transaction shall be closed, and the Deed (as defined in Section 4) and all other closing papers shall be executed and delivered (the “Closing”), on the date which is fifteen (15) days after: (a) the expiration of the Due Diligence Period, as the same may be extended as provided herein, or (b) the exact date of Closing to be specified by Purchaser by notifying Seller at least seven (7) days prior to Closing (the “Closing Date”). Closing shall take place at the office of Near North Title Group (the “Title Company”), who is insuring this transaction, or at such other place as the parties may mutually agree upon in writing or via the mail/in escrow, and may be extended if both parties hereto agree in writing to such extension.

Obligations at Closing. At Closing, Seller shall deliver: (a) a fully executed General Warranty Deed (“Deed”) reasonably acceptable to Purchaser conveying and warranting to Purchaser good, indefeasible, and marketable fee simple title to the Real Estate, free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options, and other encumbrances of any kind or nature whatsoever (collectively, the “Encumbrances”), except for real estate taxes which are a lien on the Real Estate but are not yet due and payable and the Permitted Exceptions (as defined in Section 8(d) herein); (b) an executed Vendor’s Affidavit in form and substance reasonably satisfactory to the Title Company and Purchaser and sufficient to cause the removal of the general exceptions from the Owner’s Title Policy (as defined in Section 8(d) herein); (c) an executed Non-Foreign Affidavit in form required by the Internal Revenue Code and reasonably satisfactory to Title Company; (d) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (e) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (f) any and all other documents contemplated by this Agreement or appropriate to consummate the sale of the Real Estate or reasonably requested by Purchaser or the Title Company.

At Closing, Purchaser shall deliver: (i) the Purchase Price, less any credits, reductions and prorations as provided herein; (ii) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (iii) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (iv) any and all other documents contemplated by this Agreement, or appropriate to consummate the purchase of the Real Estate or reasonably requested by Seller or the Title Company. All documents to be executed and delivered at Closing shall be prepared by Purchaser’s legal counsel, except those documents to be prepared by the Title Company, and all documents shall be in form and substance reasonably satisfactory to Purchaser and Seller.

Closing Costs. In addition to the other costs set forth herein, at Closing, Seller shall be obligated to pay the following: (a) all costs of obtaining and recording releases of existing Encumbrances and Unpermitted Exceptions (as defined herein); (b) one-half (1/2) of any closing fees; (c) any reimbursements to Purchaser contemplated by this Agreement or otherwise; and (d) all prorations and/or credits to which Purchaser is entitled hereunder.

At Closing, Purchaser shall be obligated to pay the following: (i) all expenses incident to Purchaser’s financing with respect to the Real Estate, if any; (ii) the cost of title work (including, without limitation, the title search/examination, Title Commitment (as defined in Section 8(d) herein), Owner’s Title Policy, and any endorsements thereto required by the Title Company); (iii) the cost of all recording and filing fees in connection with the purchase of the Real Estate (i.e., the Deed); (iv) one-half (1/2) of any closing fees; (v) the cost of any endorsements to the Owner’s Title Policy requested by Purchaser or any lender of Purchaser; (vi) all Environmental Assessments related costs; and (vii) all prorations and/or credits to which Seller is entitled hereunder. Except as otherwise set forth herein, Purchaser and Seller shall each be responsible for all of their own respective costs and expenses, including attorneys’ fees, incurred in connection with this transaction.

Possession. Complete and exclusive possession of the Real Estate shall be delivered by Seller to Purchaser on the Closing Date, subject only to the Permitted Exceptions.

Taxes. Purchaser assumes and agrees to pay all assessments on the Real Estate which become due and payable after the Closing Date and its pro rata portion of the real estate taxes with respect to the Real Estate assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days remaining in such calendar year beginning on the day after the Closing Date). At Closing, Seller shall pay both installments of real estate taxes due and payable during the calendar year in which Closing occurs, and its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). An amount equal to one hundred ten percent (110%) of the most recent tax rate and assessed values shall be used for the purposes of the prorations under this Section 7 if the applicable tax rate and assessed values have not been set. Any taxes or assessments which are assumed by Purchaser and which are not due and payable at the time of Closing may be allowed to Purchaser, at Purchaser's option, as a credit against the Purchase Price at Closing, and Seller shall not be further liable for such taxes or assessments if Purchaser elects such credit.

Conditions of Performance. Purchaser shall have from the Effective Date of this Agreement until the earlier of (i) the date upon which Purchaser gives Seller written notice of the Closing as provided for in Section 3 or (ii) a period of ninety (90) days from the Effective Date (the "Due Diligence Period") to perform and complete its due diligence of the Real Estate. Purchaser's obligations under this Agreement shall be contingent upon the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless such conditions are waived in writing by Purchaser:

(a) *Approval.* Prior to the Closing Date, Purchaser's governing body (and the Bristol Town Council) shall have given formal approval of Purchaser's purchase of the Real Estate for the Purchase Price in accordance with the terms set forth herein, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code § 36-7-14-19.5 have been satisfied.

(b) *Amendment of Economic Development Plan.* Prior to the Closing Date, Purchaser's governing body (and the Bristol Town Council and Elkhart County Plan Commission) shall have given formal approval of the Purchaser's amendment of the Economic Development Plan for the Consolidated State Road 15 Economic Development Area to add the Real Estate to the Purchaser's acquisition list, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code §§ 36-7-14-15, 16, 17, 17.5 and 18 have been satisfied.

(c) *Condition of the Real Estate.* Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing surveys, title work, condition reports, environmental assessments (including any prior assessments performed by prospective purchasers of the Real Estate), and all other reports and information relevant to the Real Estate of which Seller has in its possession or control, has knowledge of, or which Seller's good faith efforts can reasonably obtain. During the Due Diligence Period, Purchaser, or its designated representatives, may conduct tests and inspections of the Real Estate, including, but not limited to, soil, surface, and sub-surface tests, utility, exterior and other assessments, and reviews of building and construction plans and warranties and maintenance records, at Purchaser's option and expense, to determine that the general state

and/or condition of the Real Estate, and each and every part thereof, including the improvements, storm water drainage systems and facilities, and utility equipment and facilities, is acceptable to Purchaser, in Purchaser's sole discretion. The parties hereby agree to cooperate with the other party with regard to any on-site investigation of the Real Estate, and Seller hereby grants Purchaser the right to enter upon and access the Real Estate to perform any such investigations so long as the same is of no cost or expense to Seller. In the course of its investigation, Purchaser may make inquiries to third parties, including, without limitation, lenders, tenants, contractors, and municipal, local, and other government officials and representatives, and Seller hereby consents to such inquiries. Purchaser will restore the Real Estate to the condition that existed prior to such investigation, normal wear and tear excepted, in the event that Purchaser does not close this transaction. Purchaser agrees to indemnify and hold Seller harmless from any personal injury or property damage caused by Purchaser or its designated representatives arising out of or related to Purchaser's entry upon the Real Estate.

(d) *Title Insurance.* Purchaser may obtain an ALTA commitment (the "Title Commitment") for an owner's policy of title insurance (the "Owner's Title Policy"), in which the Title Company shall agree to insure good, merchantable and marketable fee simple title to the Real Estate in the amount of the Purchase Price and in the name of Purchaser, subject only to covenants, conditions, easements, encumbrances, and restrictions identified in the Title Commitment and approved or accepted by Purchaser ("Permitted Exceptions"), upon execution and delivery of the Deed from Seller to Purchaser. Any title endorsements needed to cure an Unpermitted Exception (as defined herein), if required, shall be paid by Seller. Upon Purchaser's request, legible copies of all recorded instruments affecting the Real Estate or recited as exceptions in the Title Commitment shall also be delivered to Purchaser by Seller.

(e) *Exceptions to Title Commitment.* Within thirty (30) days after receipt of the Title Commitment ("Title Period"), Purchaser shall give Seller written notice (the "Title Notice") of any objections to any exceptions or items contained in the Title Commitment and the standard exceptions set forth in Schedule B of the Commitment (the "Unpermitted Exceptions"). Any exceptions to title set forth in the Title Commitment and not objected to by Purchaser as aforesaid shall be deemed "Permitted Exceptions" hereunder. If Purchaser fails to deliver to Seller its Title Notice prior to the expiration of the Title Period, all matters, exceptions and items disclosed by or set forth in the Survey and Title Commitment shall thereafter be deemed to be additional Permitted Exceptions. If, however, Purchaser timely delivers its Title Notice to Seller, Seller shall have the right, but not the obligation, to attempt to cure such Unpermitted Exceptions within thirty (30) days from the receipt of the Title Notice. Seller shall be deemed to have cured such Unpermitted Exceptions if Seller causes the Title Company to remove, insure or endorse over such Unpermitted Exceptions. If, within the time frame set forth above or such longer period of time agreed to by Purchaser, Seller does not cause the Unpermitted Exceptions to be removed from the Title Commitment or insured over, then a condition to the performance by Purchaser of its obligations hereunder shall be deemed not to have been fulfilled, entitling Purchaser, as its sole right on account thereof to elect either to (1) terminate this Agreement by giving Seller written notice thereof, or (2) accept the conveyance of the Real

Estate subject to such Unpermitted Exceptions, in which case this Agreement shall remain in effect, and such Unpermitted Exceptions shall be deemed “Permitted Exceptions”.

(f) *Environmental Assessment.* Purchaser may conduct, at Purchaser’s sole cost and expense, any environmental assessments and/or investigations of the Real Estate, including, but not limited to, a Phase I and Phase II Environmental Site Assessments (hereinafter collectively referred to as the “Environmental Assessments”), to determine that there is no evidence of any contamination of the Real Estate by any hazardous or special wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) and that there are no conditions existing on the Real Estate (as of the date of such assessment and/or investigation) that are unacceptable to Purchaser or which may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Real Estate or Purchaser’s intended use of the Real Estate or that require remediation or other curative actions. If it is determined that any environmental remediation and/or clean-up of the Real Estate is necessary and/or Purchaser disapproves of any matters indicated or disclosed in the Environmental Assessment, (a) Seller and Purchaser may enter into a separate agreement which addresses the remediation of the Real Estate and the costs therefor, or (b) Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period. Any environmental investigations of the Real Estate conducted or caused to be conducted by Purchaser and all reports therefore or related thereto shall remain the possession of Purchaser at all times and may only be relied upon by Purchaser.

(g) *Litigation and Representations.* As of Closing, no action or proceeding before a court or other governmental agency or officer shall be pending and/or threatened that would impair, in a material manner, the value of the Real Estate or Seller’s or Purchaser’s ability to undertake and/or complete the transaction contemplated by this Agreement or Purchaser’s intended use of the Real Estate. As of Closing, Seller’s representations, warranties, and covenants set forth hereinafter in Section 10 shall be true and accurate.

Nonperformance. In the event that one or more of the conditions set forth in Section 8 above are not timely and/or completely satisfied within the time frames set forth therein, in Purchaser’s sole discretion, or waived by Purchaser, and Purchaser notifies Seller of such prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement and all of its obligations hereunder by written notice to Seller, in which event Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement.

Representations of Seller. Seller covenants, represents, and warrants to Purchaser that, both as of the Effective Date and as of the Closing Date:

(a) Seller has good, indefeasible, and marketable fee simple title to the Real Estate, subject to no Encumbrances other than the Permitted Exceptions;

(b) This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with

its terms, and this Agreement does not violate any other agreement, oral or written, which may exist with respect to the Real Estate;

(c) Seller has the full right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein;

(d) Seller has not received any written notice and is not otherwise aware of any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health law, ordinance, order, or regulation or any other federal, state, or local law, ordinance, order, or regulation affecting the Real Estate;

(e) There is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Real Estate, or any portion thereof, by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality;

(f) No condemnation or other taking by eminent domain of the Real Estate or any portion thereof has been instituted, Seller has not received any notice of taking or condemnation or intent to take or condemn all or any portion of the Real Estate, and there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting or relating to the Real Estate or any portion thereof or its use;

(g) Seller has not engaged in any activity, nor has it taken or failed to take any action, which has resulted in the violation of any federal, state, or local or other law, statute, rule, regulation, ordinance, requirement, or common law duty or obligation that may be reasonably expected to cause a material adverse effect on the Real Estate;

(h) At Closing, there will be no unsatisfied loans or other Encumbrances with respect to or against the Real Estate or appearing on the Owner's Title Policy, except for Permitted Exceptions;

(i) No work has been performed or materials furnished by or on Seller's behalf or request on or with respect to the Real Estate which could give rise to a mechanic's or materialmen's lien against the Real Estate;

(j) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief laws contemplated by or pending or threatened against Seller or the Real Estate;

(k) No underground or above-ground storage tank(s) is or has ever been located on the Real Estate;

(l) Seller has not caused or permitted any Hazardous Material (as hereinafter defined) to be discharged, released, stored, used, generated, treated, remediated, and/or disposed of on, under, or at the Real Estate or any part thereof in violation of any Environmental Laws (as hereinafter defined), and Seller has no knowledge of any such violation of any Environmental Laws with respect to the Real Estate;

(m) No fact or condition exists which would result in the termination of any existing sewer or other utility facilities serving the Real Estate;

(n) Seller is not aware of any latent material defects in the electrical, water, storm drainage, or sanitary sewer systems of, at or serving the Real Estate;

(o) No assessments have been made against the Real Estate that are unpaid, whether or not they have become liens, and Seller has not received notification of any pending or threatened assessments with respect to the Real Estate for the cost of any improvements to the Real Estate or any portion thereof; and

(p) There are no leases, options to purchase or lease, or contracts to purchase, with respect to the Real Estate or any portion thereof, except as provided in this Agreement.

Assignment. Purchaser may assign this Agreement, or any of its rights hereunder, to the Town of Bristol, Indiana or any department or agency thereof, or to any third party controlling, controlled by, or under common control with, Purchaser, without Seller's prior consent; provided that any such assignment or designation by Purchaser shall be subject to such assignee's assumption in writing of all of Purchaser's obligations hereunder. Purchaser shall not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Operation; Risk of Loss; Damage and Condemnation. Between the Effective Date and Closing, Seller shall (a) operate the Real Estate in all material respects in the same manner in which Seller operated the Real Estate prior to the Effective Date, including, but not limited to, keeping the Real Estate fully insured, and (b) maintain the Real Estate in its present condition and deliver the Real Estate at Closing pursuant to Section 6 herein. Seller shall bear all risk of loss, destruction, and damage to all or any portion of the Real Estate and to persons or property upon the Real Estate prior to Closing. If at any time after the Effective Date, (i) the Real Estate or any portion thereof shall be damaged or destroyed, (ii) the Real Estate shall be condemned, in whole or in part, or (iii) any notice of condemnation shall be given, then Seller shall promptly notify Purchaser of the happening of such event and Purchaser, at its sole option, may terminate this Agreement by written notice to Seller or proceed with Closing. In the event that Purchaser elects to terminate this Agreement, Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement. If Purchaser elects to proceed with Closing, then Purchaser may accept an assignment of the proceeds of any condemnation award granted to or any insurance policy held by Seller or apply the same to reduce the Purchase Price.

Prior Liabilities. Purchaser expressly shall not assume any liabilities or responsibilities in any way arising from or in connection with the Real Estate prior to the Closing Date, including but not limited to any liabilities arising from Seller's ownership of the Real Estate and/or arising under any and all federal, state and local statutes, laws, regulations, ordinances, orders, policies or decrees and the like, whether now existing or subsequently enacted or amended, relating to public health or safety, pollution or protection of human health or the environment, including natural resources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C.

§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., and any similar and implementing federal, state and local laws, regulations and court and administrative orders, including all consent orders (collectively, the “Environmental Laws”) which govern (a) the existence, clean-up, removal and/or remedy of contamination or threat of contamination on or about or emanating from the Real Estate, (b) the emission or discharge of Hazardous Materials (as defined herein) or contaminants including, but not limited to, polychlorinated biphenyls, gasoline, oil, diesel fuel or other petroleum products or constituents thereof into the environment, (c) the control of Hazardous Materials or contaminants, (d) the use, generation, transport, treatment, storage, disposal, removal, recycling, handling or recovery of Hazardous Materials, (e) the existence, clean-up, removal and/or remediation of any asbestos, or (f) the installation, existence, maintenance, monitoring, removal, or remediation arising from any underground storage tanks or above ground storage tanks (hereinafter collectively referred to as the “Prior Liabilities”). “Hazardous Materials” shall mean any substance, pollutant, contaminant, material, water, gas or particulate matter which is regulated by local, state or federal governmental authority including, but not limited to, any material or substance which is (i) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous water under any provision of an Environmental Law, (ii) petroleum and petroleum products, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the CWA, (vii) defined as a “hazardous waste” pursuant to Section 1004 of RCRA, or (viii) defined as a “hazardous substance” pursuant to Section 101 of CERCLA.

Authority. Each of the persons executing this Agreement on behalf of Purchaser and Seller represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Purchaser and Seller, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Purchaser and Seller, respectively.

Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; or (c) delivered by receipted overnight delivery service, as follows:

If to Seller:

Donna Free
1920 Yuma Avenue
Elkhart, IN 46516

If to Purchaser:

Bristol Redevelopment Commission
303 E. Vistula Street
Bristol, IN 46507
Attention: President

With a copy (which shall not constitute notice) to:

Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, IN 46545
Attn: George C. Lepeniotis, Esq.

or such substituted address or person as either party has given to the other in writing. All such notices, requests, and other communications shall be effective upon the earlier of actual receipt or (i) if delivered by hand, when delivered; (ii) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; and (iii) if delivered by overnight express delivery service, on the next business day after deposit with such service.

Remedies. Seller agrees that money damages are not an adequate remedy for Seller's default or breach of this Agreement, and therefore Purchaser shall have, in addition to any other remedies provided for herein, the remedy of specific performance to enforce the terms hereof. In the event of default hereunder by Seller or a breach of this Agreement by Seller at any time prior to Closing, then the following remedies shall be available to Purchaser: (a) Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller, and Purchaser and Seller shall have no further obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement; (b) Purchaser may elect to seek specific performance of this Agreement; and/or (c) Purchaser may seek any other available remedy at law or in equity. Purchaser's remedies are cumulative and are not mutually exclusive. Seller's sole and exclusive remedy for default or breach of this Agreement by Purchaser; provided that such default or breach by Purchaser shall have remained uncured for thirty (30) days after receiving written notice thereof from Seller, shall be the right to terminate this Agreement by giving written notice of such termination to Purchaser.

Brokers. Seller and Purchaser each represent and warrant to the other that they have dealt with no broker or other person with respect to this Agreement. The parties agree to indemnify and hold harmless one another against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission alleged to be payable because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Purchaser and its affiliates, officers, directors, employees, shareholders, members, agents, attorneys, and representatives from and against any loss, damage, claim, cost or expense (including, without limitation, reasonable attorneys' fees), liens, or other obligations of any nature whatsoever (collectively, "Losses"), arising out of or based upon any breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement, or any Prior Liabilities.

Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

Amendment. This Agreement may not be amended, modified, or supplemented, except by a written agreement executed by both Purchaser and Seller.

Headings. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or any portion thereof) had never been contained herein.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions, principles, or rules.

Waiver. The parties hereto may, by a writing signed by such waiving party, waive the performance by any other party of any of the provisions to be performed by such party under this Agreement. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

Time. Time for the performance of this Agreement and the obligations of the parties hereunder is of the essence. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing must be held, occurs or expires on a Saturday, Sunday, or federal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

Attorneys' Fees / Jurisdiction. Except as set forth herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and execution of this Agreement. However, in the event litigation is needed to enforce this Agreement, the prevailing party, whether by lawsuit or settlement before or after any lawsuit is filed or any other means (including, but not limited to, mediation or arbitration), shall be entitled to recover its costs, expenses, and reasonable attorneys' fees incurred in the enforcement of this Agreement, including enforcing it as a defense and such suit or proceeding shall be brought in the state courts of Elkhart County, Indiana, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

Review and Consultation. Each of the parties hereto hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such attorneys, accountants, and financial and other advisors deemed appropriate in connection with its respective execution of this Agreement.

Counterparts. This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

Exclusive Dealing. After the execution of this Agreement and until the termination of this Agreement, if and as applicable, Seller shall not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, enter into a proposal, option, or purchase agreement with or in any manner encourage, discuss, accept, or consider any proposal, of any other party relating to the purchase of the Real Estate, in whole or in part.

Confidentiality. Seller and Purchaser agree that the terms and conditions of this Agreement shall not be disclosed by either party to any other person or entity other than their respective legal counsel, accountants, local units of government or agencies mentioned herein, and other advisors, or to any person or entity that a court of competent jurisdiction would so order in the normal course of business, prior to Closing without the prior written consent of the other party. Seller and Purchaser each covenants and agrees that any attorneys, accountants, and other advisors to whom the terms of this Agreement are communicated shall be obligated in like manner not to communicate the terms and provisions hereof to others.

(Signature Page Follows)

IN WITNESS WHEREOF; the parties hereto have executed this Real Estate Purchase Agreement to be effective as of the Effective Date.

SELLER:

Donna Free

PURCHASER:

**BRISTOL REDEVELOPMENT
COMMISSION**

By: _____
President

ATTEST:

Secretary

EXHIBIT A
DEPICTION OF LAND



EXHIBIT B

LEGAL DESCRIPTION OF LAND

Lots numbered ten (10) and eleven (11) in Hansford's addition to the Town of Bristol, Elkhart County, Indiana.

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - Town Council Board Mtg 3.2.2023

Page 1 of 3 Pages

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General Form No. 364 (1997) APVREGISTER_SUM.FRX

NOTES:(1) Use both sides of the form if needed. Signatures of the governing board should appear only on the final page of the register in which accounts payable vouchers are allowed. (2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Section 5, Item a.

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
02/17/2023	130	Comcast	Communication and Internet	50.31	50.31	8650	Telephone line for Elevator 02/11 -
02/17/2023	315	Iverson Grove MAI SRA	South TIF #130 S SR 15 -	1000.00	1000.00	8651	Appraisal for 509 & 511 E St Jospeh Street
02/17/2023	302	Garner, Melissa	CLEANING SERVICES	120.00	120.00	8652	Office and Council cleaning on 02/11/2023
02/17/2023	328	Unifirst Corp LOC 099	Uniforms	66.20	66.20	8653	Drycleaning and mat rental week of 01/30
02/17/2023	19	PHP FULLY INSURED	Health, Dental,Vision,Life,&	22230.60	22230.60	8654	Health Insurance - March
02/17/2023	1401	NIPSCO	Gas and Electric	1334.49	1334.49	8655	Acct# 780-561-004-3 820 Bloomingdale
02/17/2023	1401	NIPSCO	Gas and Electric	97.53	97.53	8656	Acct# 942-000-001-0 Tornado Sirens -
02/17/2023	1401	NIPSCO	Gas and Electric	107.77	107.77	8657	Acct# 121-728-006-4 Street lights at Pearl
02/17/2023	1401	NIPSCO	Gas and Electric	1917.16	1917.16	8658	Acct #542-248-008-2 60% of the Municipal
02/17/2023	1401	NIPSCO	Gas and Electric	206.45	206.45	8659	Acct# 141-198-002-0 102 E Vistula Home -
02/17/2023	2316	Jones Petrie Rafinski Corp (JPR)	Engineering	16838.43	16838.43	8660	SR 120 Utility map and estimate for
02/17/2023	175	KeyBank NA	Travel	1286.29	1286.29	8661	Toll Road automatic pymt 01/19
02/24/2023	219	Paramount Dental	Health, Dental,Vision,Life,&	1290.84	1290.84	8662	Dental insurance - March Antonelli, Swartz,
02/24/2023	2208	Verizon Wireless	Radio Service - PD	1025.05	1025.05	8663	Cell phone Jan 02 - Feb 01 - plus
02/24/2023	328	Unifirst Corp LOC 099	Office and Building Maint.	20.09	20.09	8664	Mat rental week of 02/06/2023
02/24/2023	561	Wex Bank	Gasoline	1013.23	1013.23	8665	Gas charges from 02/15/2023
02/24/2023	447	SUPER FLEET MASTERCARD	Gasoline	1608.03	1608.03	8666	Gas activity 01/13 - 02/12/2023
02/24/2023	1401	NIPSCO	Gas and Electric	2848.36	2848.36	8667	Town street light - Jan
02/24/2023	469	Legacy Heat and Air, Inc. -	Office and Building Maint.	750.80	750.80	8668	G need 4" flex hose for intake on tube
02/24/2023	1401	NIPSCO	NATURAL GAS &	863.27	863.27	8669	Park - Gas and electric meter read 02/10
02/24/2023	49	DRIVERS LICENSE GUIDE CO	Office Supplies	72.22	72.22	8670	(3) 2023 I.D. checking guides @\$20.50/ea
02/24/2023	1372	Menards - Elkhart	REPAIRS & MAINT	56.99	56.99	8671	(5) prisma-clear acrylic 2x4
02/24/2023	1601	Payroll	Clerk-Treasurer	1705.34	1705.34	8672	pp 2/24/2023 t.s. def comp
02/24/2023	1601	Payroll	Clerk-Treasurer	16521.86	16521.86	8673	pp 2/24/2023
02/24/2023	1601	Payroll	Clerical Personnel - Abbott	28398.64	28398.64	8674	pp 2/24/2023
02/24/2023	801	Himco Waste-Away Service Inc	TRASH SERVICES	179.24	179.24	8675	front load svc 4 yd container for Feb
02/27/2023	902	ILMCT	Subscriptions and Dues	271.00	271.00	8676	2023 ILMCT annual dues-Cathy \$107, Jill &
03/02/2023	175	KeyBank NA	Office Supplies	149.90	149.90	8677	Zoom Standard Pro Annual - Feb 15,
03/02/2023	155	Rodgers Auto LLC	Automobile Repairs	1947.81	1947.81	8678	2014 Ford Police Interceptor Utility 3.7L
03/02/2023	237	R & B SALES INC	Vehicle Service &	439.63	439.63	8679	1-E106 B Eo6 L Led 10to 40 Blue
03/02/2023	450	STAR UNIFORM	Uniforms	164.00	164.00	8680	(2) dark navy strke pant @ \$82/ea
03/02/2023	2004	The Stationair's Express	Office Supplies	33.92	33.92	8681	(6) white 3-ring binders @ \$5.32/ea
03/02/2023	375	Indiana Media Group	Advertising	54.14	54.14	8682	20 lines, 3 columns wide equals 60 equiv
03/02/2023	674	Weaver Ag & Lawn Equipment	Equipment Repairs	914.53	914.53	8683	repair plow on T-3 - pushframe
03/02/2023	1372	Menards - Elkhart	Misc Charges	38.43	38.43	8684	shop supplies (3) 5/16" flat washer 82pc
03/02/2023	59	Purity Cylinder Gases Inc	Equipment Repairs	18.99	18.99	8685	cylinder adaptor for propane tank on unit 16
03/02/2023	167	Living's Graphics Inc	Office Supplies	277.57	277.57	8686	100 Parking violation labels
03/02/2023	357	United Consulting	Engineering	6000.00	6000.00	8687	Task Order No 2, Alt No. 3 Congdon Park
02/22/2023	564	Transfer to the Merchant Acct	Health, Dental,Vision,Life,&	1000.00	1000.00	14802eft	Laskowski, Jacob - HRA claim
02/22/2023	338	First State Bank	Misc Expenses	63.78	63.78	14803	Transfer from sewer to merchant
02/22/2023	338	First State Bank	Miscellaneous Expenses	34.36	34.36	14804	Transfer from water to Merchant

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

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Section 5, Item a.

Page 2 of 3 Pages

Installed by the THE TOWN OF BRISTOL-2017

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
02/24/2023	365	PAYCHEX	Payroll Services	125.01	125.01	14850EFT	pp 2/24/2023 25 trans (23+2)
02/27/2023	631	Nationwide - Town's Retirement	Retirement - Def. Comp.	3972.01	3972.01	14861eft	pp 2/10/2023 Roth
02/17/2023	2316	Jones Petrie Rafinski Corp (JPR)	Water BAN Capital Outlays	29132.70	29132.70	15220	Water System Improvements - Study &
02/17/2023	328	Unifirst Corp LOC 099	Uniforms	12.84	12.84	15221	Drycleaning week of 02/06 - Supper and
02/17/2023	19	PHP FULLY INSURED	Health Insurance	6768.14	6768.14	15222	Health Insurance - March
02/17/2023	1401	NIPSCO	Gas & Electric	2476.28	2476.28	15223	Acct# 894-782-002-0 Bristol water tower
02/17/2023	1401	NIPSCO	Gas & Electric	1185.12	1185.12	15224	Acct # 240-400-001-1 1300 W Vistula back
02/17/2023	1401	NIPSCO	Gas & Electric	482.93	482.93	15225	Acct# 989-786-007-2 1655 Commerce Dr -
02/17/2023	175	KeyBank NA	Office Supplies	84.15	84.15	15226	Screen protector for new phone - Molnar
02/24/2023	219	Paramount Dental	Health Insurance	227.88	227.88	15227	Dental insurance - March Supper, Molnar,
02/24/2023	195	Alliance of Indiana	Training and Continuing	225.00	225.00	15228	2023 Alliance Spring Conference - Molnar
02/24/2023	18	Michiana Outdoor LLC	Uniforms	289.73	289.73	15229	Molnar - Boots, pants, and HW hooded zip
02/24/2023	252	IUPPS DEPT 78745	Miscellaneous Expenses	50.83	50.83	15230	1/2 of 107 per ticket 95m (unit price .95)
02/24/2023	130	Comcast	Communication	126.72	126.72	15231	1/2 Internet for the WWTP 02/20 - 03/19
02/24/2023	1601	Payroll	Part Time Employee	271.06	271.06	15232	pp 2/24/2023 t.s. def comp C Supper
02/24/2023	1601	Payroll	Part Time Employee	3841.19	3841.19	15233	pp 2/24/2023 C Supper
03/02/2023	521	Indiana Section - AWWA	Training and Continuing	90.00	90.00	15234	John Supper membership renewal
03/02/2023	243	Kendall Electric Inc	Maintenance Supplies	46.35	46.35	15235	30-10L22 ideal in-sure lever wire
03/02/2023	303	Ferguson Waterworks #1934	Hydrant Repairs and Maint.	9825.00	9825.00	15236	(3) hydrants 5 1/4 k81D HYD 5'6 OL L/A
02/17/2023	629	Invoice Cloud	Contractual Services	281.85	281.85	52851	Jan billing - 139 paperless, 4 ACH rejects,
02/17/2023	328	Unifirst Corp LOC 099	Uniforms	2.18	2.18	52852	Drycleaning week of 02/06 - McCandless
02/17/2023	19	PHP FULLY INSURED	Health Insurance	3108.67	3108.67	52853	Health Insurance - March
02/17/2023	1401	NIPSCO	Gas & Electric	56.42	56.42	52854	Acct# 357-298-006-3 1499 Rail Park Lift
02/17/2023	1401	NIPSCO	Gas & Electric	8001.62	8001.62	52855	1300 W Vistula St Meter read 02/10
02/17/2023	2316	Jones Petrie Rafinski Corp (JPR)	Professional Services	133.00	133.00	52856	Monogram Food Easement assistance -
02/17/2023	175	KeyBank NA	Misc Expenses	1110.28	1110.28	52857	118 Fairway sewer back - Menards
02/21/2023	673	Robert Immel	Refunds - credit on accounts	233.25	233.25	52858	Robert Immel sewer credit refund due to
02/24/2023	219	Paramount Dental	Health Insurance	113.04	113.04	52859	Dental insurance - March McCandless and
02/24/2023	1401	NIPSCO	Gas & Electric	1747.37	1747.37	52860	18 - Lift stations meter read 02/10
02/24/2023	647	Cleanwell Septic Inc	Contractual Services	450.00	450.00	52861	(1) load from clarifiers
02/24/2023	801	Himco Waste-Away Service Inc	Contractual Services	2586.12	2586.12	52862	(6) sludge bagging rolloff 30 yd open top @
02/24/2023	252	IUPPS DEPT 78745	Misc expenses	50.82	50.82	52863	1/2 of 107 per ticket 95m (unit price .95)
02/24/2023	130	Comcast	Communicaitons (telephone)	126.72	126.72	52864	1/2 Internet 02/20 - 03/19/2023
02/24/2023	1601	Payroll	Utility Employee 3 - K. Baer	269.24	269.24	52865	pp 2/24/2023 t.s. def comp
02/24/2023	1601	Payroll	Utility Employee 3 - K. Baer	7772.51	7772.51	52866	pp 2/24/2023
03/02/2023	310	CRYSTAL VALLEY COMFORT	Contractual Services	166.00	166.00	52867	routine mntnc May-Sept for a/c
03/02/2023	2106	USA Blue Book	Material and Supplies -	26.17	26.17	52868	three parameter test strip
03/02/2023	115	Allied Electronics & Automation	Maintenance & Supplies Lab	284.94	284.94	52869	(2) panel meter, timer @ \$136.97
03/02/2023	512	Blue River Technologies	Material and Supplies -	6257.00	6257.00	52870	(8) 20/30 yd geotextile container bags @
03/02/2023	4	Middlebury Septic	Contractual Services	3760.00	3760.00	52871	septic tank cleaned - four loads / 16,800
03/02/2023	2106	USA Blue Book	Materials and Supplies for the	28.79	28.79	52872	freight charges

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY
THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

NOTES:(1) Use both sides of the form if needed. Signatures of the governing board should appear only on the final page of the meeting in which accounts payable vouchers are allowed.
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Section 5, Item a.

Page 3 of 3 Pages

Installed by the THE TOWN OF BRISTOL-2017

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
		Checks: 8650 - 52872		208816.18	208816.18		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6

Section 5, Item a.

March 2, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

THE TOWN OF BRISTOL

Bristol Town Council Regular Meeting 3.2.2023

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 208816.18 .

Dated this 2nd day of March .

Jeff Beachy

Cathy Burke

Gregg Tuholski

Andrew Medford

Signatures of Governing Board



COST OF SERVICE STUDY

Bristol, Indiana
Municipal Sewage Works

January 26, 2023



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
112 IronWorks Ave, Ste C
Mishawaka, IN 46544
United States of America

T: +1 (574) 935 5178
F: +1 (574) 935 5928
bakertilly.com

January 26, 2023

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

Re: Bristol (Indiana) Municipal Sewage Works – Cost of Service Study

ACCOUNTANTS' RATE STUDY REPORT

In connection with the proposed adjustment to the Sewage Works' schedule of rates and charges, we have, at your request, compiled this special purpose rate study report.

This special purpose rate study report has been prepared for the purpose of requesting approval of a new schedule of sewer rates and charges and should not be used for any other purpose.

Further, the pro forma financial information in this report which has not been compiled, reviewed or audited by us, is based upon unaudited financial information for the twelve months ended June 30, 2021, which was compiled by us and assumptions provided by management and their consulting engineers or obtained from other sources. This pro forma financial information is prepared for the purpose of showing the estimated financial effects on the utility's revenue and revenue requirements of an increase in rates and charges for service and other changes that may be reasonably fixed, known or measured. The actual results achieved may vary from the pro forma information and the variations may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Baker Tilly Municipal Advisors, LLC

ACCOUNTANTS' RATE STUDY REPORT

EXECUTIVE SUMMARY

- 2-3 Key Performance Indicators

SUPPLEMENTAL DATA

- 4 Comparison of Account Balances with Minimum Balances Recommended
5 Estimated Project Costs and Funding
6 Utility Capital Improvement Plan
7 - 10 Pro Forma Annual Cash Operating Disbursements
11 Pro Forma Annual Revenue Requirements And Annual Operating Receipts
12 Comparison of Residential Monthly Bills with Other Indiana Communities







COST OF SERVICE STUDY

- 13 Summary of Consumer Study
14 Schedule of Pro Forma Equivalent Bills
15 Test Year Treatment Plant Flows and Loadings
16 - 17 Pro Forma Annual Net User Charge Allocated to Function
18 Calculation of Cost of Service Rates and Charges
19 Comparison of Present and Proposed Rates
20 Comparison of Selected Monthly Bills
21 Calculation of Estimated Sewage Service Billings
22 Calculation of Excessive Strength Surcharges

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

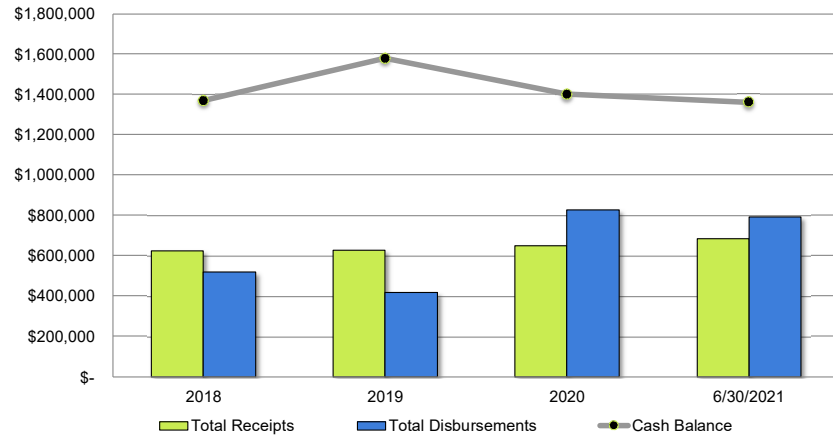
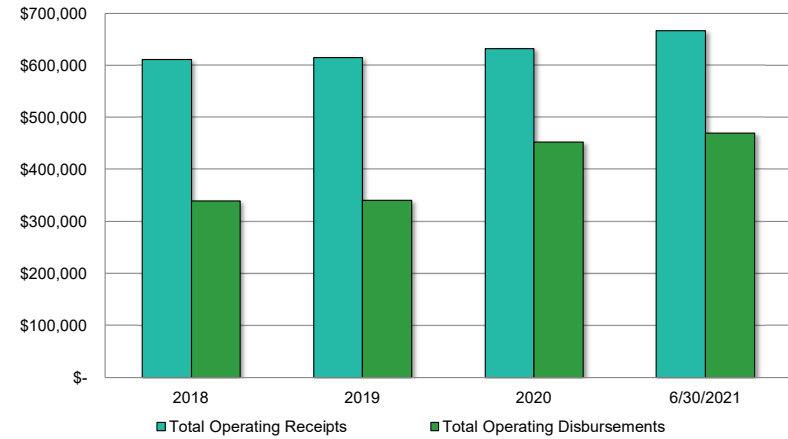
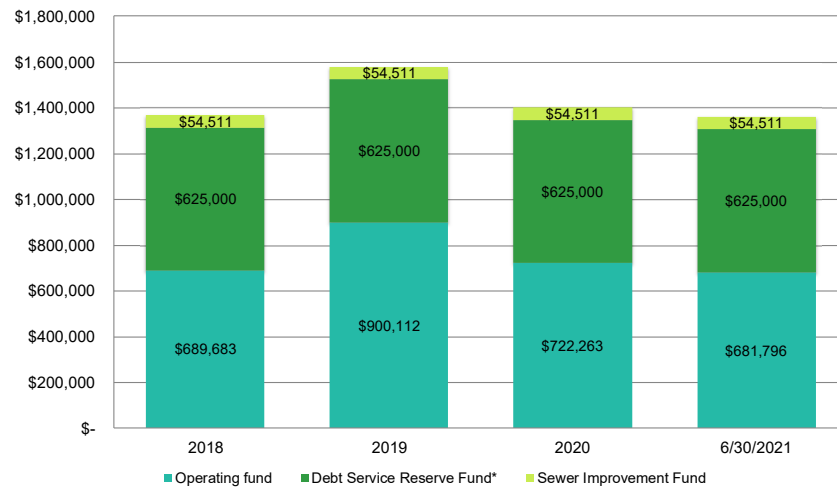
EXECUTIVE SUMMARY

KEY PERFORMANCE INDICATORS

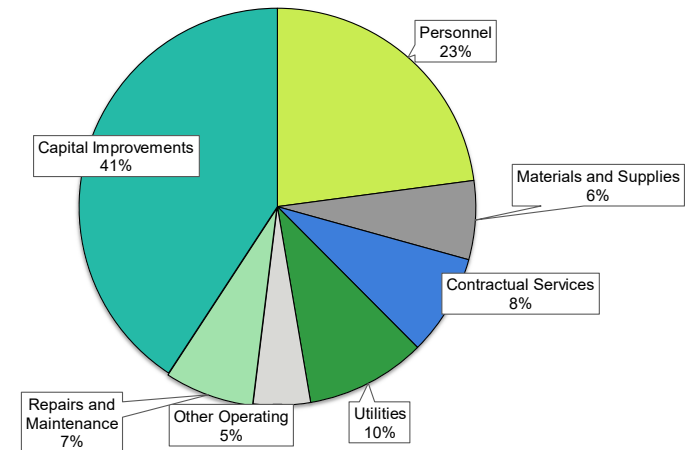
	2018	2019	2020	12 Months Ended 6/30/2021	Trend
Cash and Cash Equivalents Balances:					
Total Unrestricted	\$1,369,194	\$1,579,623	\$1,401,774	\$1,361,307	
Total Change in Cash and Cash Equivalents	\$105,421	\$210,429	(\$177,849)	(\$40,467)	
Receipts and Disbursements:					
Operating Receipts	\$610,414	\$615,028	\$632,195	\$665,960	
Operating Disbursements	338,840	339,707	451,827	468,891	
Net Operating Receipts	\$271,574	\$275,321	\$180,368	\$197,069	
Days Cash on Hand (1)	1,475	1,697	1,132	1,060	

(1) Days Cash on Hand is calculated by taking the total Cash and Cash Equivalents Balance in the given year divided by the daily average of operating disbursements (yearly disbursements divided by 365). This calculation gives the number of days that a Utility can continue to pay its operating disbursements provided the amount of cash currently available.

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

Historical Total Receipts, Disbursements and Cash Balance Trends**Historical Operating Receipts and Disbursements****Cash Balances and Investments by Fund**

* The monies in debt service reserve fund may be transferred to the operating fund as the Utility has no bonds currently outstanding

Disbursement Analysis: Twelve Months Ended 6/30/2021

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

SUPPLEMENTAL DATA

**COMPARISON OF ACCOUNT BALANCES WITH
MINIMUM BALANCES RECOMMENDED**

<u>Cash and Investments:</u>	<u>Account Balances at 6/30/2021</u>	<u>Minimum Balance Recommended</u>	<u>Variance</u>
Operating fund (1)	\$681,796	\$87,639	\$594,157
Debt Service Reserve Fund (2)	625,000	-	625,000
Sewer Improvement Fund (3)	54,511	25,000	29,511
Totals	<u>\$1,361,307</u>	<u>\$112,639</u>	<u>\$1,248,668</u>

- (1) **Operating and Maintenance Fund:** The balance maintained in the operation and maintenance fund should be sufficient to pay the expenses of operation, repair, and maintenance of the utility for the next succeeding two (2) calendar months.

Pro forma operation and maintenance expense (page 7)	\$525,726
Times factor for 2 months	<u>16.67%</u>
Reserve Recommended	<u>\$87,639</u>

- (2) **Debt Service Reserve Fund:** No minimum balance required. The utility currently has no outstanding debt. This money can be transferred to the improvement fund.

Reserve Recommended	<u>\$ -</u>
---------------------	-------------

- (3) **Sewer Improvement Fund:** No minimum balance required. However, as a general rule an amount equal to one year's budgeted capital expenditures is typically maintained in this account to provide a funding source for ongoing capital improvements.

Reserve Recommended (page 6)	<u>\$25,000</u>
------------------------------	-----------------

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

ESTIMATED PROJECT COSTS AND FUNDING
(Per Consulting Engineer)

ESTIMATED PROJECT COSTS

Construction Costs:	
Construction costs (includes engineering)	\$7,814,400
10% Contingency	<u>781,440</u>
Total Construction Costs:	8,595,840
Non-Construction Costs:	<u>2,149,160</u>
Total Estimated Project Costs	<u><u>\$10,745,000</u></u>

ESTIMATED PROJECT FUNDING

Proposed 2022 Revenue Bonds	<u><u>\$10,745,000</u></u>
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(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

UTILITY CAPITAL IMPROVEMENT PLAN (Provided by Utility Management)

	Estimated Project Year					Totals
	2022	2023	2024	2025	2026	
<u>Capital Improvements</u>						
Allowance for improvements	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$125,000</u>
Totals	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$125,000</u>
Average Annual Capital Improvements (5 years)						<u>\$25,000</u>

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

PRO FORMA ANNUAL CASH OPERATING DISBURSEMENTS
(See Explanation of Adjustments 8 - 10)

	12 Months Ended 6/30/2021	Adjustment	Ref.	Pro Forma
Annual Operating Disbursement:				
Salaries and wages	121,544	\$35,507	(1)	\$157,051
Employee benefits	59,442	27,372	(2a)(2b)	86,814
Insurance	15,984	-		15,984
Chemicals	12,439	1,833	(3)	14,272
Materials and supplies	38,487	(11,376)	(4)	27,111
Purchased power	77,534	777	(5)	78,311
Contractual services	65,132	3,592	(6a)(6b)	68,724
Repairs and maintenance	57,504	(24,538)	(7)	32,966
Transportation	1,407	-		1,407
Telephone	6,311	-		6,311
Miscellaneous expenses	13,107	8,356	(8)	21,463
Subtotal:	<u>\$468,891</u>	<u>\$41,523</u>		510,414
Unforeseen contingencies and inflation (3%)				<u>15,312</u>
Pro Forma Annual Cash Operating Disbursements				<u><u>\$525,726</u></u>

(Continued on next page)

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

(Cont'd)**PRO FORMA ANNUAL CASH OPERATING DISBURSEMENTS**
(Explanation of Adjustments)Adjustment (1) - Salaries and Wages

To adjust Test Year salaries and wages to reflect management estimates of staffing levels and pay rates.

Pro forma salaries and wages	\$157,051
Less Test Year salaries and wages	<u>(121,544)</u>
Adjustment	<u><u>\$35,507</u></u>

Adjustment (2a) - Employee Benefits

To adjust Test Year FICA disbursements to reflect pro forma salaries and wages.

Pro forma salaries and wages	\$157,051
Times current FICA rate	<u>7.65%</u>
Total FICA	<u>12,014</u>
Less Test Year FICA disbursements	<u>(8,463)</u>
Adjustment	<u><u>\$3,551</u></u>

Adjustment (2b) - Employee Benefits

To adjust Test Year employee benefits to reflect pro forma health, life, dental, vision, and other benefits cost with the addition of a new employee.

Pro forma employee benefits	\$74,800
Less Test Year employee benefits	<u>(50,979)</u>
Adjustment	<u><u>\$23,821</u></u>

(Continued on next page)

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

(Cont'd)

PRO FORMA ANNUAL CASH OPERATING DISBURSEMENTS
(Explanation of Adjustments)

Adjustment (3) - Chemicals

To adjust Test Year chemicals based on a 3.5-year historical average.

Chemicals - 2018	\$16,798	
Chemicals - 2019	10,355	
Chemicals - 2020	22,315	
Chemicals - 6 months ended 6/30/2021	<u>483</u>	
Subtotal	49,951	
Divided by 3.5 years	<u>3.5</u>	
Pro forma chemicals		\$14,272
Less Test Year chemical disbursements		<u>(12,439)</u>
Adjustment		<u><u>\$1,833</u></u>

Adjustment (4) - Materials and Supplies

To adjust Test Year materials and supplies based on a 3.5-year historical average.

Materials and supplies - 2018	\$28,278	
Materials and supplies - 2019	15,187	
Materials and supplies - 2020	32,486	
Materials and supplies - 6 months ended 6/30/2021	<u>18,936</u>	
Subtotal	94,887	
Divided by 3.5 years	<u>3.5</u>	
Pro forma materials and supplies		\$27,111
Less Test Year material and supplies disbursements		<u>(38,487)</u>
Adjustment		<u><u>(\$11,376)</u></u>

Adjustment (5) - Purchased Power

To normalize Test Year electricity to include a full 12 months of payments.

Test Year NIPSCO bills at lift station	\$1,563	
Divided by: 8 bills	<u>8</u>	
Average NIPSCO bill at lift station	195	
Times: 12 bills per year	<u>12</u>	
Pro forma NIPSCO bills at lift station		\$2,340
Less Test Year NISPCO bills at lift station		<u>(1,563)</u>
Adjustment		<u><u>\$777</u></u>

(Continued on next page)

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

(Cont'd)

PRO FORMA ANNUAL CASH OPERATING DISBURSEMENTS
(Explanation of Adjustments)

Adjustment (6a) - Contractual Services (Audit)

To adjust contractual services to reflect State Board of Accounts audit.

Actual cost of 3 year SBoA audit in 2020	\$11,000	
Add: Inflation of 3%	1.03	
Subtotal	11,330.00	
Divide by: 3 (Town, Sewer, & Water)	3	
Subtotal	3,776.67	
Divide by: 3 years	3	
Adjustment		<u>\$1,259</u>

Adjustment (6b) - Contractual Services (Rate Study)

To adjust contractual services to reflect a rate study every three years.

Estimated cost of rate study	\$7,000	
Divide by: 3 years	3	
Adjustment		<u>\$2,333</u>

Adjustment (7) - Repairs and Maintenance

To adjust Test Year repairs and maintenance based on a 3.5-year historical average.

Repairs and maintenance - 2018	\$14,950	
Repairs and maintenance - 2019	33,506	
Repairs and maintenance - 2020	56,096	
Repairs and maintenance - 6 months ended 6/30/2021	10,830	
Subtotal	115,382	
Divided by 3.5 years	3.5	
Pro forma repairs and maintenance		\$32,966
Less Test Year repair and maintenance disbursements		<u>(57,504)</u>
Adjustment		<u>(\$24,538)</u>

Adjustment (8) - Miscellaneous Expenses

To adjust Test Year miscellaneous expenses based on a 3.5-year historical average.

Miscellaneous expenses - 2018	\$14,994	
Miscellaneous expenses - 2019	29,598	
Miscellaneous expenses - 2020	22,851	
Miscellaneous expenses - 6 months ended 6/30/2021	7,678	
Subtotal	75,121	
Divided by 3.5 years	3.5	
Pro forma miscellaneous expenses		\$21,463
Less Test Year miscellaneous expenses		<u>(13,107)</u>
Adjustment		<u>\$8,356</u>

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

PRO FORMA ANNUAL REVENUE REQUIREMENTS
AND ANNUAL OPERATING RECEIPTS
(Amounts rounded to the nearest \$100)

	<u>Current Operations</u>	<u>\$10,745,000 Project (3)</u>
Revenue Requirements:		
Operating disbursements (pages 7 - 10)	\$525,700	\$525,700
Debt Service:		
Proposed 2022 Revenue Bonds (1)	-	686,000
Debt Service Reserve Funding (2)	-	137,200
Replacements and improvements (page 6)	<u>25,000</u>	<u>68,600</u>
Total Annual Revenue Requirements	550,700	1,417,500
Less Test Year interest income	<u>(7,200)</u>	<u>(7,200)</u>
Net Annual Revenue Requirements	<u><u>\$543,500</u></u>	<u><u>\$1,410,300</u></u>
Annual Receipts:		
Test Year customer collections - residential	\$314,600	\$314,600
Test Year customer collections - industrial	160,700	160,700
Test Year customer collections - commercial	175,700	175,700
Test Year penalties	<u>14,900</u>	<u>14,900</u>
Total Available Receipts	<u><u>\$665,900</u></u>	<u><u>\$665,900</u></u>
Additional Receipts Available/(Required)	<u><u>\$122,400</u></u>	<u><u>(\$744,400)</u></u>
Approximate Across-The-Board Increase In Present Rates and Charges	<u><u>0.00%</u></u>	<u><u>111.80%</u></u>
Current Residential Bill (4,000 gallons)		<u><u>\$32.20</u></u>
Approximate Residential Monthly Bill for 4,000 Gallons (Across the Board Increase)		<u><u>\$68.20</u></u>
Approximate Residential Monthly Bill for 4,000 Gallons (Cost of Service increase):		<u><u>\$38.50</u></u>
Debt Service Coverage		<u><u>129%</u></u>

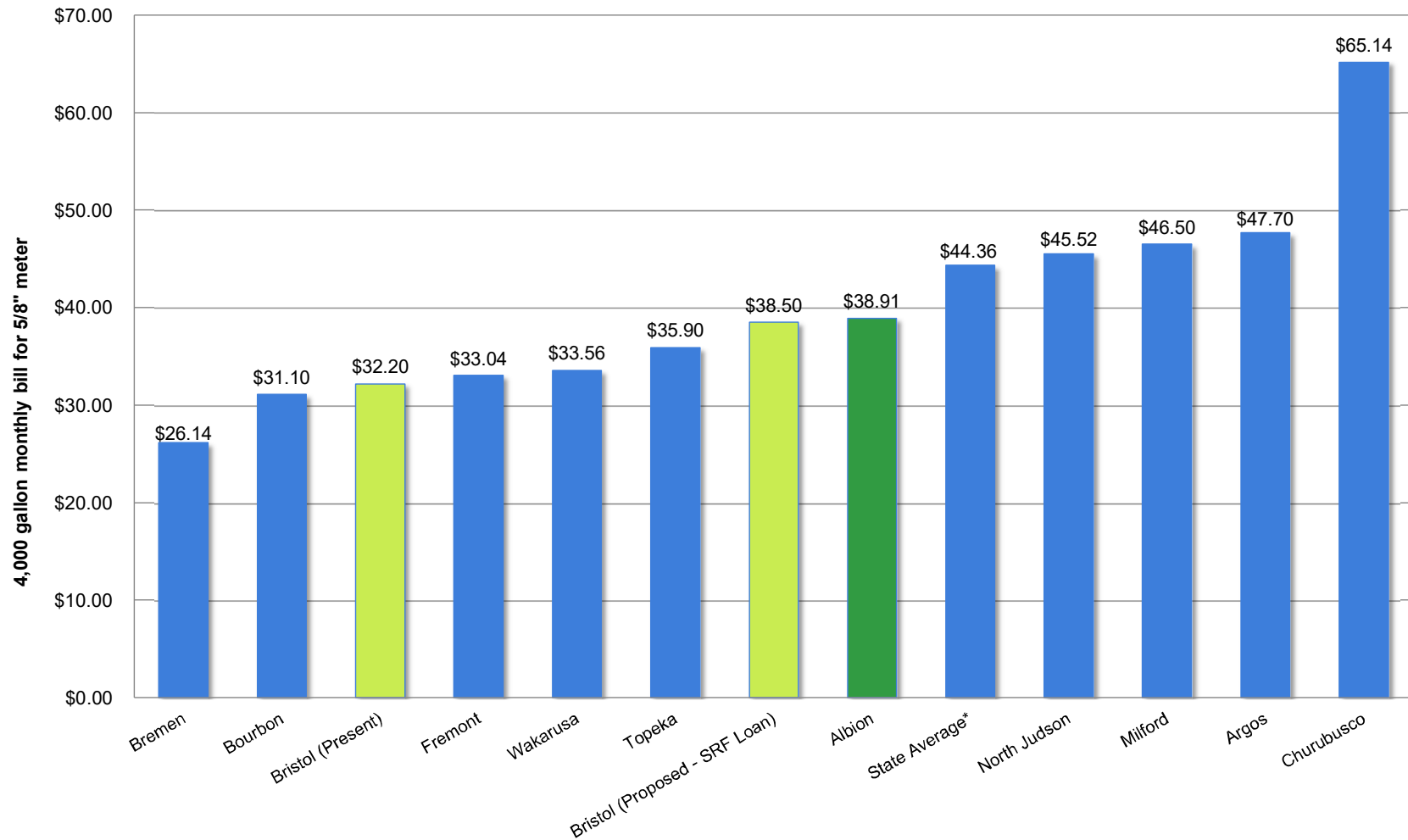
(1) Assumes a \$10,745,000 SRF Loan amortized over 20 years semi-annually at a 2.5% interest rate.

(2) Assumed to be funded over a period of 5 years.

(3) Assumes no change in operation and maintenance expense resulting from the project.

(Continued on next page)

(Subject to the attached letter dated January 26, 2023
(Preliminary - Subject to Change)
(Internal Use Only)

Comparison of Monthly Residential Bills with Other Indiana Communities

* For Cities/Towns with 1,000 to 3,000 population (125 in study) per the April 2022 Indiana Comparative Rate Study prepared by Baker Tilly Municipal Advisors, LLC.

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS
COST OF SERVICE STUDY

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS
SUMMARY OF CONSUMER STUDY
(For Test Year Ended June 30, 2021)

Section 9, Item a.

	Billed Flow	Number of Annual Bills	Rate (Per month)	Calculated Revenues
<u>Minimum Charges:</u>				
5/8 - 3/4 inch meter	1,545,056	1,525	\$17.40	\$26,535
1 inch meter	4,476,228	1,871	34.80	65,111
1 1/4 inch meter	-	-	43.50	-
1 1/2 inch meter	96,431	46	72.50	3,335
2 inch meter	944,520	181	116.00	20,996
3 inch meter	309,189	21	203.00	4,263
4 inch meter	217,667	9	348.00	3,132
6 inch meter	-	-	797.50	0
Sub-totals	<u>7,589,092</u>	<u>3,653</u>		<u>123,372</u>

	Billed Flow	Rate (per 1,000 gallons)	Calculated Revenues
<u>Flow Charges:</u>			
0 - 2,000 Gallons	8,302,000	\$8.70	\$72,227
2,001 - 15,000 Gallons	15,229,083	7.40	112,695
15,001 - 60,000 Gallons	9,429,697	6.10	57,521
60,001 - 120,000 Gallons	5,793,454	4.78	27,693
Over 120,000 Gallons	<u>66,356,418</u>	3.48	<u>230,920</u>
Sub-totals	<u>105,110,652</u>		<u>501,056</u>

Unmetered Sewer Customers:

	<u>4,084,843</u>	<u>31,918</u>
<u>Total Billed Flow</u>	<u><u>116,784,586</u></u>	

Test Year Totals	<u>\$656,346</u>
Control	<u>651,039</u>
Variance	<u>\$5,307</u>
Percent Variance	<u>0.82%</u>

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

**BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS
SCHEDULE OF PRO FORMA EQUIVALENT BILLS**

Section 9, Item a.

	<u>Annual Bills (1)</u>	<u>Equivalency Factor (2)</u>	<u>Pro Forma Equivalent Bills</u>
<u>Meters:</u>			
5/8 - 3/4 inch meter	4,592	1.0	4,592
1 inch meter	2,835	2.5	7,088
1 1/4 inch meter	-	4.0	-
1 1/2 inch meter	57	5.8	331
2 inch meter	249	10.0	2,490
3 inch meter	36	23.0	828
4 inch meter	12	40.0	480
6 inch meter	<u>23</u>	91.0	<u>2,093</u>
Totals	<u><u>7,804</u></u>		<u><u>17,902</u></u>

(1) Based on information detailed on page 13.

(2) Based on diameter of line calculation:

$$\text{Area} = \text{radius}^2 \times \pi$$

$$\text{Area for } 5/8" \text{ meter} = .31$$

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

TEST YEAR TREATMENT PLANT FLOWS AND LOADINGS
(Unaudited)

Month	Days per Month	Flow		CBOD		SS		Ammonia		Phosphorus	
		Average (MGD)	Total (MG)	Average (mg/l)	Total (lbs.)	Average (mg/l)	Total (lbs.)	Average (mg/l)	Total (lbs.)	Average (mg/l)	Total (lbs.)
July, 2020	31	0.35977	11.153	258.000	11,175.203	221.000	9,525.516	18.930	1,759.907	3.831	356.165
August	31	0.37216	11.537	170.000	7,928.466	205.000	9,553.102	22.840	2,196.526	3.823	367.658
September	30	0.34257	10.277	236.000	10,226.706	196.000	8,435.196	26.950	2,308.726	5.529	473.653
October	31	0.33442	10.367	204.000	8,192.015	295.000	10,805.724	27.160	2,347.092	5.500	475.295
November	30	0.30157	9.047	168.000	5,720.544	180.000	6,577.727	25.850	1,949.451	5.362	404.370
December	31	0.31135	9.652	165.000	6,739.950	196.000	7,600.670	24.790	1,994.533	4.707	378.712
January, 2021	31	0.32490	10.072	231.000	8,882.760	265.000	10,127.040	22.380	1,878.984	5.100	428.187
February	28	0.33850	9.478	226.000	8,329.560	263.000	9,590.280	22.360	1,766.590	6.083	480.598
March	31	0.35280	10.937	195.000	8,942.500	202.000	9,301.880	23.390	2,132.435	4.721	430.407
April	30	0.33460	10.038	169.000	6,995.430	212.000	8,819.590	22.400	1,874.315	3.838	321.144
May	31	0.33180	10.286	172.000	6,720.600	197.000	7,707.600	21.900	1,877.751	3.642	312.273
June	30	0.38080	11.424	221.000	10,106.600	221.000	11,672.250	23.020	2,192.153	4.593	437.383
	365		124.268		99,960.334		109,716.575		24,278.463		4,865.845
			10.355667 MG		96 mg/l		106 mg/l		23 mg/l		5 mg/l

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

**PRO FORMA ANNUAL NET USER CHARGE
ALLOCATED TO FUNCTION
(See Explanation of References on the Following Page)**

	Pro	Allocation			
	Forma	Treatment and Flow	Collection System	Administrative	Ref
<u>User Charge Requirements:</u>					
Operating Expenses:					
Chemicals	\$14,700	\$14,700			(1)
Materials and Supplies	27,924	13,962	\$12,566	\$1,396	(2)
Purchased Power	80,660	2,420	78,240		(3)
Repairs and Maintenance	33,955	16,978	16,977		(4)
Transportation	1,449		1,449		(5)
Salaries and Wages	161,763	145,587	16,176		(6)
Employee Pension and Benefits	89,418	80,476	8,942		(7)
Telephone	6,500			6,500	(8)
Contractual Services	70,786	14,157	46,011	10,618	(9)
Insurance	16,464			16,464	(8)
Miscellaneous	22,107			22,107	(8)
Subtotals	525,726	288,280	180,361	57,085	
Pro rata administrative expense	-	35,115	21,970	(57,085)	(10)
Total Operating Expense	525,726	323,395	202,331	\$ -	
Replacements and Improvements	68,600	52,822	15,778		(11)
Subtotals	594,326	376,217	218,109		
<u>Non-Rate Revenues</u>					
Less interest income	(7,200)	(4,429)	(2,771)		(10)
Less Pro forma Excessive Strength Surcharges	(2,690)	(2,690)			(1)
Less penalties	(14,900)	(9,166)	(5,734)		(10)
Total user charge requirements	569,536	359,932	209,604		
<u>Debt Service Requirements:</u>					
Debt Service	686,000	603,680	82,320		(12)
Debt Service Reserve	137,200	120,736	16,464		(12)
Subtotals	823,200	724,416	98,784		
Total requirements	\$1,392,736	\$1,084,348	\$308,388		

(Continued on next page)

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

(Cont'd)

PRO FORMA ANNUAL NET USER CHARGE
ALLOCATED TO FUNCTION
(Explanation of References)

- (1) Direct allocation to Treatment and Flow.
- (2) Allocated 50% to Treatment and Flow, 45% to Collection System, and 5% to Administrative per historical disbursements.
- (3) Allocated 3% to Treatment and Flow and 97% to Collection System per historical disbursements.
- (4) Allocated 50% to Treatment and Flow and 50% to Collection System per historical disbursements.
- (5) Direct allocation to Collection System.
- (6) Allocated 90% to Treatment and Flow and 10% to Collection System per Management.
- (7) Allocated pro rata based on salaries and wages.
- (8) Direct allocation to Administrative.
- (9) Allocated 20% to Treatment and Flow, 65% to Collection System, and 15% Administrative per historical disbursements.
- (10) Allocated pro rata.
- (11) Allocated 77% to Treatment and Flow and 23% to Collection System based on engineer's short-lived asset reserve.
- (12) Allocated 88% to Treatment and Flow and 12% to collection system based on engineer's estimate of project cost.

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

CALCULATION OF COST OF SERVICE RATES AND CHARGES

METERED USERS

<u>Monthly Base Charge:</u>	<u>Equivalency Factor</u>	<u>Collection OM & R</u>	<u>Collection Debt Service</u>	<u>Base Charge</u>
	(1)	(1)	(2)	
Meter Size:				
5/8 - 3/4 inch meter	1.0	\$11.75	\$5.55	\$17.30
1 inch meter	2.5	29.40	13.90	43.30
1 1/4 inch meter	4.0	47.00	22.20	69.20
1 1/2 inch meter	5.8	68.15	32.20	100.35
2 inch meter	10.0	117.50	55.50	173.00
3 inch meter	23.0	270.25	127.65	397.90
4 inch meter	40.0	470.00	222.00	692.00
6 inch meter	91.0	1,069.25	505.05	1,574.30
		Treatment O, M and R	Treatment Debt Service	Total Flow Charge
		(3)	(4)	
<u>Flow Charge (per 1,000 gallons)</u>				
All Users		\$3.50	\$7.10	\$10.60

UNMETERED USERS

Single family residence/unit (Assuming 4,100 gallons per month)	\$43.46	\$17.30	\$60.76
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<u>Explanation of References</u>	<u>Pro Forma Annual Requirements</u>	<u>Pro Forma Annual Billing Determinants</u>	<u>Rate Per Equivalent</u>	<u>Rounded Use</u>
(1) Collection O, M and R	\$209,604	17,902 equivalent bills	\$11.71	\$11.75
(2) Collection debt service	98,784	17,902 equivalent bills	5.52	5.55
(3) Treatment O, M and R	359,932	102,065.04 / 1,000 gallons **	3.53	3.50
(4) Treatment debt service	724,416	102,065.04 / 1,000 gallons **	7.10	7.10
Total	<u>\$1,392,736</u>			

**Excludes 2,000 gallons included in the proposed base charge.

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

COMPARISON OF PRESENT AND PROPOSED RATES

		Flow Allowed at Present Min. Charges	Present	Proposed Base Charge
		(Gallons)		(Includes 2,000 gallons of flow)
<u>Minimum Charges</u>				
5/8 - 3/4	inch meter	2,000	\$17.40	\$17.30
1	inch meter	4,351	34.80	43.30
1 1/4	inch meter	5,527	43.50	69.20
1 1/2	inch meter	9,446	72.50	100.35
2	inch meter	15,393	116.00	173.00
3	inch meter	29,656	203.00	397.90
4	inch meter	53,426	348.00	692.00
6	inch meter	155,230	797.50	1,574.30

Monthly Metered Flow Rates

		Per 1,000 Gallons	
0	to 2,000 gallons	\$8.70	\$ -
2,001	to 15,000 gallons	7.40	-
15,001	to 60,000 gallons	6.10	-
60,001	to 120,000 gallons	4.78	-
120,001	and over	3.48	-
All Gallons			\$10.60

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

COMPARISON OF SELECTED MONTHLY BILLS

5/8" Meter

Adjusted Monthly Bill				
Gallons	Cost of Service	Present	Variance	%
0	\$17.30	\$17.40	(\$0.10)	-1%
2,000	17.30	17.40	(0.10)	-1%
4,000	38.50	32.20	6.30	20%
5,000	49.10	39.60	9.50	24%
10,000	102.10	76.60	25.50	33%
20,000	208.10	144.10	64.00	44%

1" Meter

Adjusted Monthly Bill				
Gallons	Cost of Service	Present	Variance	%
5,000	\$75.10	\$39.60	35.50	90%
10,000	128.10	76.60	51.50	67%
20,000	234.10	144.10	90.00	62%
50,000	552.10	327.10	225.00	69%

2" Meter

Adjusted Monthly Bill				
Gallons	Cost of Service	Present	Variance	%
50,000	\$681.80	\$327.10	\$354.70	108%
100,000	1,211.80	579.30	632.50	109%
250,000	2,801.80	1,127.30	1,674.50	149%

6" Meter

Adjusted Monthly Bill				
Gallons	Cost of Service	Present	Variance	%
500,000	\$6,853.10	\$1,997.30	\$4,855.80	243%
1,000,000	12,153.10	3,737.30	8,415.80	225%
2,000,000	22,753.10	7,217.30	15,535.80	215%
3,000,000	33,353.10	10,697.30	22,655.80	212%

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

CALCULATION OF ESTIMATED SEWAGE SERVICE BILLINGS

	<u>Estimated Annual Bills</u>	<u>Flows</u> (1,000 Gallons)	<u>Revised Rates</u>	<u>Estimated Annual Billings</u>
<u>Base Charge</u>				
Meter Size				
5/8 inch	4,592		\$ 17.30	\$79,442
1 inch	2,835		\$ 43.30	122,756
1 1/4 inch	0		\$ 69.20	0
1 1/2 inch	57		\$ 100.35	5,720
2 inch	249		\$ 173.00	43,077
3 inch	36		\$ 397.90	14,324
4 inch	12		\$ 692.00	8,304
6 inch	23		\$ 1,574.30	36,209
<u>Flow Charge</u>				
All Gallons	<u> </u>	<u>102,065</u>	10.60	<u>1,081,889</u>
Annual Estimated Billings	<u><u>7,804</u></u>	<u><u>102,065</u></u>		1,391,721
Less Pro Forma Net Revenue Requirements				<u>(1,392,736)</u>
Variance				<u><u>(\$1,015)</u></u>
Percentage				<u><u>-0.07%</u></u>

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)

BRISTOL (INDIANA) MUNICIPAL SEWAGE WORKS

Section 9, Item a.

CALCULATION OF EXCESSIVE STRENGTH SURCHARGES

		Allocated (2)				
	Total	Flow	BOD	SS	Ammonia	Phosphorus
Pro forma annual O&M treatment and flow (1)	\$288,280	\$63,421	\$60,539	\$57,656	\$57,656	\$49,008

Calculation of excessive strength surcharge:

	Variable Costs (above)	Loadings (3) (lbs.)	Calculated Surcharge (\$/lb.)		Current Rate* (\$/1,000 gallons)
BOD	\$60,539	99,960	\$0.61	in excess of 200 mg/l	\$0.02
SS	57,656	109,717	0.53	in excess of 200 mg/l	0.02
Ammonia	57,656	24,278	2.37	in excess of 20 mg/l	0.0118
Phosphorus	49,008	4,866	10.07	in excess of 10 mg/l	0.0118

(1) See page 20.

(2) Allocated 22%/21%/20%/20%/17% per utility management.

(3) See page 15.

*Current excess strength surcharges are charged per 1,000 gallons for each 10 mg/l of BOD and SS in excess of 200 mg/l, 1 mg/l of ammonia in excess of 20 mg/l per day, and 1 mg/l of phosphorous in excess of 10 mg/l per day.

(Subject to the attached letter dated January 26, 2023)
(Preliminary - Subject to Change)
(Internal Use Only)



**REIMBURSEMENT AGREEMENT BETWEEN
GRAND ELK RAILROAD, INC. AND THE TOWN OF
BRISTOL, INDIANA FOR GRADE RAILROAD
CROSSING CONSTRUCTION**

This Reimbursement Agreement (this “Agreement”) dated this ____ day of _____, 2023, and entered into by and among the Grand Elk Railroad, Inc., a Delaware corporation (“GDLK”) and the Town of Bristol, Indiana, a _____ Corporation (“BRISTOL”). Individually, GDLK and BRISTOL is a “Party” and collectively they are the “Parties.”

RECITALS

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree on the following terms and provisions as follows:

- A. GDLK has agreed to build a new Grade Railroad Crossing at Stonemont Court, and close Grade Railroad Crossings at Maple Street and other private crossing identified in this agreement in the town of Bristol, IN upon its Right-of-Way as depicted in Exhibit A;
- B. BRISTOL is in need of a new Grade Railroad Crossing at Stonemont Court, and willing to close Grade Railroad Crossing at Maple Street, relinquish rights to a crossing at CR 21, and close other private crossings identified in this agreement in the town of Bristol, Indiana;
- C. The estimated cost of the engineering, procurement and construction of the Grade Railroad Crossing is set forth in Exhibit B. BRISTOL has agreed to pay GDLK actual costs up to 5% over the estimate for the engineering, procurement and construction of Grade Railroad Crossing within ninety (90) days of BRISTOL’S designation of completion of each line item in Exhibit B to the project;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

The Work to be performed and furnished by GDLK shall be as described in this Agreement and in the following documents (collectively, the “Contract Documents”).

- 1. Exhibit A – Site Map
- 2. Exhibit B – Construction Estimate
- 3. Exhibit C – Railroad Signal Estimate

- 4. Exhibit D – Turnout Relocation Map
- 5. Exhibit E – CR 29 Closure Plan

ARTICLE II - TIME OF PERFORMANCE

GDLK shall commence the Work on the Effective Date and shall reasonably attempt to achieve completion on or before the Completion Date. Time is of the essence in the performance by GDLK of its obligations under this Agreement.

ARTICLE III – COST FOR PERFORMANCE

GDLK agrees to perform the Work, as summarized in Exhibit B – Scope of Work and pursuant to this Agreement, BRISTOL shall pay GDLK within thirty (30) days of completion of the Work and approval of completion by BRISTOL.

ARTICLE IV - NOTICES

All notices required or permitted by any provision of this Agreement shall be in writing and either (a) delivered personally; (b) sent by registered or certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service with delivery receipt requested; or (d) sent by electronic transmission with delivery receipt and addressed as follows;

<i>To Customer:</i>	<i>The Town of Bristol 303 East Vistula Street Bristol, IN 46507 Attention: Mike Yoder, Town Manager Phone: 574-348-4853 Email: mikeyoder@bristolindiana.org</i>
<i>To Contractor:</i>	<i>Grand Elk Railroad, Inc. Attn: Roger Schaalma 315 W. 3rd Street Pittsburg, KS, 66762 Phone: 608-620-2044 Email: rschaalma@watco.com</i>
<i>To Contractor’s Associate General Counsel:</i>	<i>Michael Gray 315 W. 3rd Street Pittsburg, KS 66762 Email: mgray@watco.com</i>
<i>To Customer’s Counsel</i>	

or to such other address and/or designee(s) as either Party may specify. Any notice shall be deemed to have been given or made when delivered.

ARTICLE V— ASSIGNMENT

A Party may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party hereto, which consent will not be unreasonable withheld, delayed or conditioned by either party. A Party may assign the Agreement to an affiliate of the Party, provided however that in all cases no such assignment or transfer shall be valid without the assignee or transferee entering into an assumption agreement with GDLK and BRISTOL with respect to this Agreement. No assignment or transfer shall relieve the assignor from the performance of its covenants, obligations or agreements under the Agreement and the assignor shall continue and remain contractually bound thereafter

ARTICLE VI— TERMS AND CONDITIONS

1. DEFINITIONS:

Whenever used in this Agreement, unless otherwise clearly indicated in the context, capitalized terms shall have the meaning given such terms in Schedule 1.

2. CONTRACT DOCUMENTS:

(a) The intent of the Contract Documents is to include all engineering, management, labor, tools, equipment, material, supplies, supervision and services of every kind necessary for the proper execution and completion of the Work. GDLK acknowledges and represents that it has full experience and proper qualifications to perform the Work and to construct a quality Grade Railroad Crossing in a timely manner in accordance with the Contract Documents.

(b) All titles in the Contract Documents are provided for reference only, and in no way define or limit the scope and content of their provisions. Typographical or clerical errors not affecting the materiality of the Contract Documents may be corrected by either Party at any time upon notice to the other Party and shall not invalidate the meaning and intent of the Contract Documents.

3. CUSTOMER'S WORK:

(a) Environmental, Construction, Operating and Other Permits. BRISTOL shall obtain or cause to be obtained, all environmental, construction, operating or other Permits and licenses required to complete the Work. GDLK shall provide or cause to provide a list of the necessary permits and will, reasonable cooperate and assist BRISTOL in obtaining the Permits.

(b) Utilities. BRISTOL shall provide all necessary site utilities to the Project Site, including, but not limited to, electrical service, except as specifically set forth herein. GDLK will be responsible for maintaining these utilities in place on the Project Site.

4. GDLK'S WORK:

(a) GDLK shall fully perform or cause to be performed all of the Work to provide the new Grade Railroad Crossing and Grade Railroad Crossing closures described in and in accordance with the Contract Documents. The standard of care of all professional services hereunder shall be the care and skill ordinarily used by professionals practicing under similar circumstances, for similar projects in similar locations.

(b) GDLK will perform its work upon the completion of the site work to top of subballast as the work has yet to be performed. Upon completion and acceptance by owner, Contractor will review, acknowledge the site conditions and begin installation:

(c) Engineering. GDLK shall perform or cause to be performed the design and engineering Work for the Spur as described in the Contract Documents and shall provide criteria for the detailed design by suppliers of equipment, materials and systems to be incorporated into the Spur so that the Spur will perform in accordance with the overall design intent. GDLK'S engineering Work shall include the preparation of all necessary drawings, plans, and specifications, bills of material, schedules and estimates.

(d) Procurement.

(i) GDLK shall procure all materials, equipment, supplies, and the installation thereof, required to achieve Completion of the Grade Railroad Crossing and Signaling, excluding only those items specified elsewhere herein to be furnished by BRISTOL.

(ii) GDLK shall provide all necessary spare parts and consumables for start-up and initial operation of the Grade Railroad Crossing.

(e) Construction. GDLK shall perform the Work in accordance with the Contract Documents, including Project drawings, plans and specifications resulting from the engineering Work described above in Section 4(c).

(i) **Contractor**, subject to the terms and conditions of this Agreement, shall be responsible for the performance and prosecution of the Work in accordance with (i) all applicable laws, regulations, and Permits including, without limitation, applicable building codes, technical standards, building construction, and environmental regulations, and (ii) - construction practices and procedures in accordance with the standard of care specified herein.

(ii) An initial Project Schedule for starting and completing the various stages of Work, including major Project activities to support GDLK'S delivery of the Project will be provided within ten (10) days after the Effective Date of the Agreement, GDLK shall submit to BRISTOL'S Representative for timely review a Project Schedule. The detailed Project Schedule shall be updated as necessary or as requested by BRISTOL.

(f) **Project Schedule Updates.** Upon reasonable request from BRISTOL GDLK shall submit a Project Schedule update to BRISTOL. BRISTOL shall review and provide comments to GDLK. GDLK shall have a reasonable time to make corrections and adjustments and to complete and resubmit the Project Schedule update in order to meet the Completion Date.

(g) **Management and Administration.**

GDLK shall:

(i) schedule and hold at appropriate and regular intervals progress meetings, scheduling meetings, and such other meetings as may be reasonably necessary to facilitate the coordination and scheduling of the Project and the timely, efficient progression of the Work;

(ii) perform cost control, field estimating, and field accounting as reasonably necessary for the purpose of effecting GDLK'S timely completion and the satisfactory operation of the Project;

(iii) monitor and coordinate the Work and applying such skills and expertise as may be necessary;

(iv) establish and maintain reasonable scheduling, accounting, general contract administration and construction management control, policies, procedures, and systems for the Work; and

(v) perform the Work and coordinate the Work of the Subcontractors and consultants.

(h) **Final Completion.** Final Completion shall occur when all of the following have been satisfied as evidenced by BRISTOL'S acceptance of the Final Completion certificate:

(j) **Care, Custody, and Control Risk of Loss.** GDLK shall have the full responsibility for care, custody and control of the Grade Railroad Crossing, and the Project Site.

(k) **Books and Records.** GDLK shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work as may be necessary for proper financial management under this Agreement.

5. SPECIFICATIONS AND DRAWINGS:

(a) At least one complete set of drawings and a Project specification, containing all changes made therein, shall be kept in a safe place and in good order at the Project Site at all times, and all copies thereof and any samples and/or models of or relating to the Work shall be available for inspection by BRISTOL.

(b) GDLK agrees that BRISTOL is entitled to a reasonable number of copies of drawings, specifications, models, samples or other documents prepared under or pursuant to the Contract Documents.

(c) GDLK shall furnish final design drawings incorporating all changes at Completion in electronic format.

6. SURVEYS:

(a) GDLK shall be responsible for reviewing supplied and established primary base lines and a primary benchmark.

(b) GDLK, before proceeding with the Work, shall check all lines and levels given on drawings with the existing lines and shall advise BRISTOL in writing if any discrepancies exist.

7. INSTRUCTIONS AND COMMUNICATIONS:

(a) All communications, directions and instructions pertaining to the Work or the Contract Documents from BRISTOL shall be communicated by and to the Parties' respective Representatives.

8. INSURANCE:

(a) **GDLK'S Insurance.** GDLK shall procure and maintain policies of insurance written on an occurrence basis or on a claims made basis as follows.

(i) Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act, the Jones Act or other Maritime Employer's Liability, complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance (and Maritime Employer's Liability, if applicable) shall be provided with a limit of \$2,000,000.00 each occurrence.

(ii) Commercial Liability Insurance (or its equivalent), including but not limited to all Premises and Operations, Contractual Liability, Damage Liability, as well as coverage on all of **Contractor's** mobile equipment (other than motor vehicles licensed for highway use) owned,

hired or used in the performance of this Agreement with limits not less than: \$10,000,000.00 Bodily Injury, Personal Injury and Property Damage combined each occurrence and in the aggregate.

(iii) Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Agreement, with limits not less than: \$10,000,000.00 Bodily Injury, Personal Injury and Property Damage combined each occurrence and in the aggregate.

9. INDEMNITIES:

(a) Indemnification of GDLK.

(i) To the full extent permitted by law, BRISTOL shall defend, indemnify and hold harmless Engineer, its directors, officers, employees, and agents (“GDLK’S Indemnified Parties”) from and against Losses arising out of Third-Party Claims for death, personal injury or property damage to the extent caused by the deliberate, reckless or negligent acts or omissions of BRISTOL, its employees, agents or subcontractors in connection with the Project.

(ii) If BRISTOL’S deliberate, reckless, or negligent act or omission was one of two or more contributing causes of the Loss, BRISTOL shall indemnify GDLK’S Indemnified Parties to the extent of the percentage share of the causation attributable to BRISTOL, as determined by agreement with GDLK or, if there is no agreement, then as determined under Section 20.

(iii) BRISTOL’S indemnity obligations under this Section 11b shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for BRISTOL under workers’ compensation, disability benefit, or other employee benefit acts.

(iv) BRISTOL’S indemnification obligations under this Section 11b shall be separate from and enforceable independently of any other indemnity obligation assumed by BRISTOL under the Contract Documents.

(b) Indemnification of BRISTOL.

(i) To the full extent permitted by law, GDLK shall defend, indemnify and hold harmless the Town of Bristol and the Town of Bristol’s Engineer, its directors, officers, employees, and agents (“BRISTOL’S Indemnified Parties”) from and against Losses arising out of Third-Party Claims for death, personal injury or property damage to the extent caused by the deliberate, reckless or negligent

acts or omissions of GDLK, its employees, agents or subcontractors in connection with the Project.

(ii) If GDLK'S deliberate, reckless, or negligent act or omission was one of two or more contributing causes of the Loss, GDLK shall indemnify BRISTOL'S Indemnified Parties to the extent of the percentage share of the causation attributable to GDLK, as determined by agreement with BRISTOL or, if there is no agreement, then as determined under Section 19.

(iii) GDLK'S indemnity obligations under this Section 11b shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for GDLK under workers' compensation, disability benefit, or other employee benefit acts.

(iv) GDLK'S indemnification obligations under this Section 11b shall be separate from and enforceable independently of any other indemnity obligation assumed by GDLK under the Contract Documents.

(c) Procedures for Invoking Indemnity – Third-Party Claims.

(i) If BRISTOL is entitled to indemnity under any provision of the Contract Documents ("Indemnified Party") has any Third-Party Claim asserted against it, the Indemnified Party shall promptly notify the party from whom it is entitled to indemnity ("Indemnifying Party"). Failure to give prompt written notice of any Third-Party Claim shall not constitute a waiver of the right to be indemnified, unless failure to give such prompt notice resulted in actual prejudice to the Indemnifying Party, and only to the extent of actual prejudice.

(ii) If the Indemnifying Party has properly assumed defense of a Third-Party Claim, and proceeds to defend the claim in good faith, the Indemnified Party may not settle or compromise the claim without the Indemnifying Party's prior written consent, which shall not be unreasonably withheld. In all other cases, the Indemnified Party shall be free to defend, settle or compromise the claim on such terms as the Indemnified Party deems appropriate, and may seek indemnification from the Indemnifying Party.

10. LIMITATIONS OF LIABILITIES AND REMEDIES:

(a) Limitation of Remedies. BRISTOL'S remedies against GDLK arising from or in connection with the Contract Documents, whether framed in contract, negligence, other tort, or otherwise, shall be limited to the remedies set forth in the Contract Documents. The stated remedies shall, however, be cumulative of one another.

(b) **Waiver of Consequential Damages.** Each Party waives all rights it might otherwise have to recover consequential damages from the other arising from or relating to the Contract Documents. This waiver shall not be construed to release GDLK from its obligations pursuant to Rework Costs, which shall not be regarded as consequential damages for this purpose.

(c) **Force Majeure.** Neither Party shall be in breach of the Contract Documents if it is rendered unable to perform its duties (other than its payment obligations) due to fire, flood, unavoidable casualty, pestilence, earthquake, acts of God, unanticipated and unusual delay in transportation, civil commotion, national emergency, warlike operation, terrorism, invasion, rebellion, hostilities, military or up-surged power, sabotage, or governmental regulations or controls or any other event beyond the reasonable control of a Party (collectively, "Force Majeure"). If either Party becomes aware of an event of Force Majeure that it expects to interfere with or prevent its timely and proper performance of duties pursuant to the Contract Documents, the affected Party shall promptly notify the other Party, in writing, identifying the event of Force Majeure, its date, its expected effect on the affected Party's performance, and the anticipated duration of the prevention of, or interference with, its performance. The Parties will consult concerning methods of mitigating the effect of any Force Majeure event upon the Work as a whole, and will modify the Contract Documents, in writing, if and as appropriate. BRISTOL may, at its discretion, exercise its right to terminate the Contract Documents for convenience at any time after GDLK notifies it of a Force Majeure delay or suspension of Work. If a Force Majeure event results in suspension of Work for more than ninety (90) days, then GDLK shall be entitled to a Change Order that (i) adjusts the Project Schedule and extends the Target Mechanical Completion Date by the number of days that the Work was suspended as a result of such Force Majeure event and (ii) increases the Target Contract Price by (A) the amount of reasonable and documented expenses incurred by GDLK in minimizing or mitigating the effects of such Force Majeure event and (B) GDLK'S demobilization, stand-by, and remobilization costs incurred as a result of such Force Majeure event, if any. In the event that BRISTOL directs GDLK to complete after a Force Majeure event, GDLK shall be entitled to all reasonable and documented expenses it incurs in minimizing or mitigating the effects of the Force Majeure event as set forth herein, together with its demobilization, stand-by, and remobilization costs, if any. Notwithstanding the foregoing, BRISTOL shall not be liable to GDLK for costs or damages incurred directly to GDLK arising out of or resulting from the Force Majeure event.

11. PERSONNEL:

(a) GDLK shall keep on the Work during its progress, a competent Representative and such necessary assistants as may be required for completion of the Work. All personnel shall work in a cooperative manner for the joint success of the Project.

(b) All workmen employed in connection with the Work shall have the level of experience and ability and shall be licensed if so required.

(c) BRISTOL shall at all times enforce discipline and good order among its employees and all employees shall work in a cooperative partnership manner

for the joint success of the Project.

12. CONFIDENTIALITY:

(a) The Parties agree that each Party's confidential information shall be held by the other Party in strict confidence for a period of two (2) years from the date of termination of this Agreement (or for such other period agreed to in writing by BRISTOL and GDLK), and shall not be used or disclosed to others during such period without the other Party's prior written consent; provided, however, that (i) nothing shall prevent a Party from using or disclosing any such information disclosed to the Party which was already known to the Party at the time of disclosure, or from using or disclosing any such information which is or becomes published through no breach by the Party of its obligations hereunder, or which is hereafter lawfully obtained by the Party at any time from any source other than directly or indirectly from a Party and (ii) a Party may disclose the other Party's confidential information as required by applicable law (by interrogatories, discovery requests for information or documents, subpoena, civil investigative demand, or similar process) so long as such Party uses its commercially reasonable efforts to provide written notice to the other Party prior to such disclosure.

(b) GDLK shall not use or make reference to the Work or any portion thereof, in any advertising or publicity material nor place any advertising material or literature on the Project Site nor take any photographs of the Work or BRISTOL'S premises without the prior written consent of BRISTOL.

13. TERMINATION OR SUSPENSION:

(a) Except as prohibited by law, if either Party shall: (i) default in the performance of any undertaking it is required to perform under the Contract Documents and (A) such default is not cured by said Party within twenty (20) days after receipt of written notice of such default from the other Party or (B) if such default is such that it would reasonably be expected to require longer than twenty (20) days to be cured and (1) such Party fails to provide to the other Party a mutually agreeable plan for curing such default within said twenty (20) day period after written notice, or (2) such Party fails to diligently pursue the mutually agreeable plan for curing such default in accordance with such plan; (ii) file, or have filed against it, a petition in bankruptcy; (iii) make a general assignment for the benefit of creditors; or (iv) have a receiver appointed on account of its insolvency, then in any of such events, such Party shall be deemed in default of this Agreement and the non-defaulting Party, without any further notice being necessary therefor, may terminate this Agreement without, however, waiving or relinquishing any other right or remedy it may have under the Contract Documents, at law or in equity.

(b) If GDLK terminates this Agreement under (a) hereof, GDLK shall be entitled to recover from BRISTOL all Costs of the Work it shall have incurred in accordance with the terms of this Agreement to the date of termination and payment for the portion of the Engineering Fee and Project Management Team Fee due as of the date of termination of the entire Work.

14. GDLK’S STATUS: The status of GDLK shall be that of an independent contractor. Nothing in the Contract Documents shall be construed as being inconsistent with that status. GDLK shall pay the contributions measured by the wages of its employees required to be made under the Unemployment Compensation Insurance, Social Security and Retirement laws or similar laws, local, state and Federal, applicable to the Work. GDLK shall accept exclusive liability for said contributions and shall indemnify and hold BRISTOL harmless from any and all liability arising therefrom.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its otherwise applicable conflict of law principles.

16. ENTIRE AGREEMENT: This Agreement, together with the Contract Documents and all documents incorporated herein constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, conversations, writings and agreements by the Parties with respect to the subject matter hereof. The provisions of this Agreement, as aforesaid, and including, without limitation, the terms of the Contract Documents and the various documents attached hereto and incorporated herein by reference, shall be changed, modified, waived or amended only by a written agreement signed by the Parties. No oral agreement or conversation with any officer, agent or employee of GDLK or BRISTOL, either before or after the execution of this Agreement, shall affect, alter or modify the obligations of the Parties.

17. SEVERABILITY: The invalidity, illegality and unenforceability of any provision(s) of this Agreement shall in no way affect or impair the validity, legality and enforceability of the remaining provisions hereof. In the event of such invalidity, illegality or unenforceability, the Parties agree that they will conduct themselves as if such provision were legally binding and agree to negotiate in good faith such terms and conditions as are required to give effect to the original intention of the Parties.

18. SURVIVAL: The provisions of this Agreement that are expressly stated to survive or which by their nature are intended to survive, shall survive the expiration or termination of this Agreement.

19. EXECUTION OF AGREEMENT: This Agreement may be executed by signing the original or a counterpart thereof. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument. An electronic signature shall be treated as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

(Signature on following page)

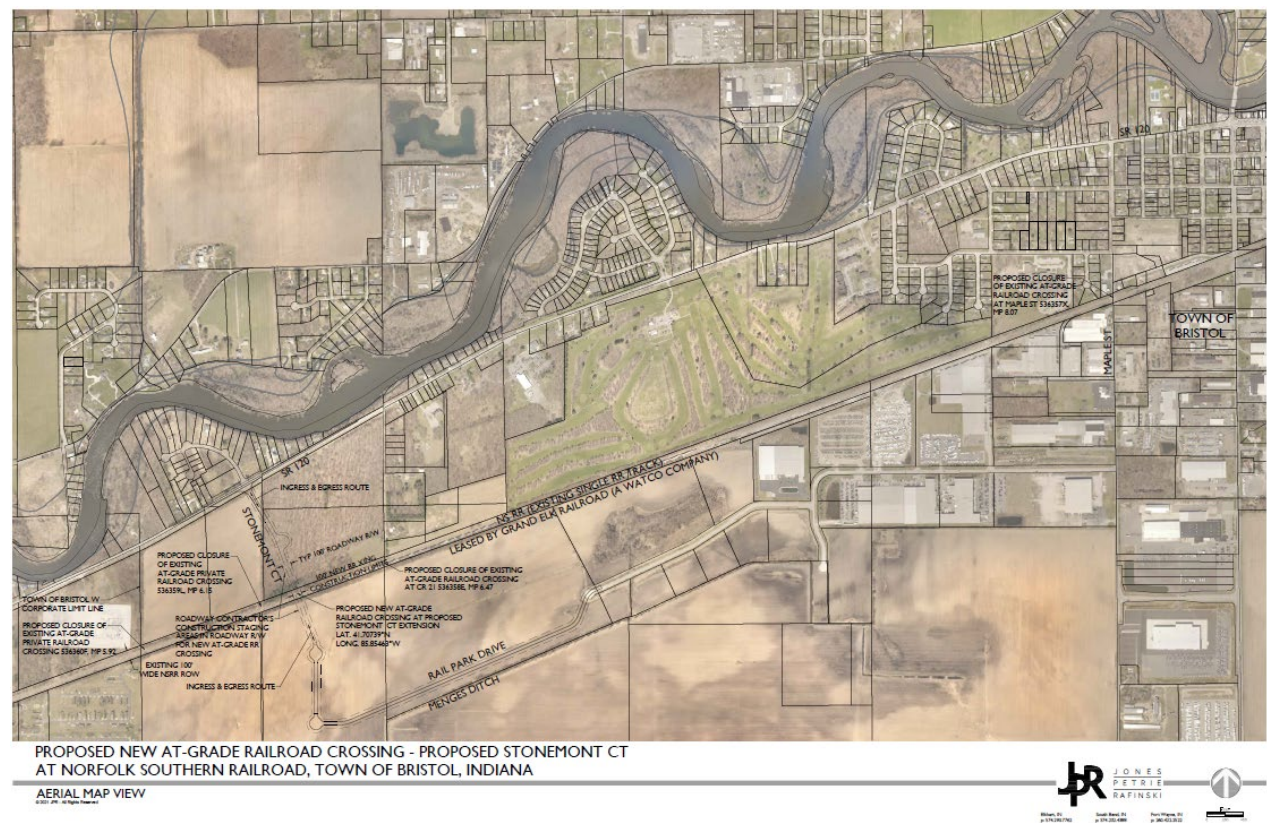
TOWN OF BRISTOL
(BRISTOL)

By: _____
Name: _____
Title: _____
Date: _____

GRAND ELK RAILROAD, INC.
(GDLK)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A



Summary Table

1.	Agreement #	WRE-2021-416
2.	Railroad	GDLK
3.	Licensee	Town of Bristol, IN
4.	Description of Work	New grade crossing and crossing closure
5.	City, County, State	Bristol, Elkhart County, Indiana
6.	Mile Post	6.15
7.	Date Exhibit A created	February 8, 2023
8.	Exhibit Author	JKM

Town of Bristol	Estimate (Phase 2)*	Milepost	DOT #	Estimate	Note
Remove & Close Private Crossing	5.92	536360F	\$	12,500.00	Supply & replace 10 Cross Ties, add ballast, surface track, and establish RR ditch section
Remove & Close Private Crossing	6.15	536359L	\$	21,000.00	Remove Existing Crossing Surface & Dispose. Replace ties & fouled ballast. Surface track & establish RR ditches
Stonemont Ct. Grade Crossing Surface	6.27	TBD	\$	84,167.00	New Concrete Panel Crossing Surface
Stonemont Ct. Grade Crossing Signals	6.27	TBD	\$	625,053.00	Reference CDL Electric Proposal RRP-789
Remove & Close CR21	6.47	536358E	\$	500.00	Administration for updating FRA Database & crossing records. No physical work needed at the sight.
Remove & Close Maple St Crossing Surface	8.07	536357X	\$	26,152.00	Remove all asphalt on RR property and stockpile for Project's removal. Dispose rubber flange. Establish RR ditches
Remove Maple St Crossing Signals	8.07	536357X	\$	22,513.00	Reference CDL Electric Proposal RRP-1847
Total				\$ 791,885.00	

Estimate includes all supervision & management of the Railroad work

Estimate does not include any paving or road closure expense

Estimate does not include asphalt disposal or end of road treatment at Maple St

Any necessary permitting or railroad flagging for 3rd party work within 25' of our track will be invoiced separately



Proposal

Railroad Signal Division

1308 N. Walnut Street, Pittsburg, KS 66762
Ph: (620) 231-6420 www.cdl-electric.com

PROPOSAL SUBMITTED TO: Grand Elk Railroad	PHONE: (269) 251-1858	DATE: December 8, 2022
STREET: 75 Mills Street	JOB NAME: Stonemont Ct., (Proposed New Public Road Crossing)	
CITY, STATE and ZIP CODE: Kalamazoo, MI 49048	JOB LOCATION: Bristol, IN	
CONTACT: Chadd Thimesch, General Manager	JOB NUMBER: RRP-789	

RRP-789, Stonemont Ct., Bristol, IN (Proposed New Public Roadway) - Grade Crossing Signal Project

A new railroad/roadway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies, as well as cantilever structures. The proposed warning system will be based on the information we have received concerning the planned roadway and a 40 M.P.H. train speed within a CTC (Centralized Traffic Control) system. Railroad is to provide FRA Inventory D.O.T. number when available.

Due to the proximity of "cut-sections" along this track, as defined by insulated rail joints, the proposed system will require additional predictor units for proper train detection. These units will be housed within the existing control shelters at M.P. 5.95 and 6.65. The proposed price includes the necessary modifications within these control shelters, as well as equipment necessary to wirelessly transmit train detection information (DAX) back to the main grade crossing control shelter.

Warning signals proposed will include two each flashing light gate assemblies with 12" LED light units, two cantilever assemblies with 12" LED light units, bells, and proper signage. Underground signal cable, rail connection items, foundations, and grounding components will be included as well. New conduits will be furnished under the road and track as required. Also, a new AC meter service will be installed for this automatic warning system. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation. All installation work is to be performed during a single crew mobilization. The proposed pricing does not include any provisions for multiple crew mobilizations or any type of temporary warning devices.

Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt, or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

We propose to furnish material and labor in accordance with above specifications, for the sum of \$625,053.00 (incl. 6% tax)

Six Hundred Twenty-Five Thousand, Fifty-Three Dollars and 00/100, includes estimated sales tax of 6.0%

Continued on next page

RRP-789, Stonemont Ct., Bristol, IN (Proposed New Public Roadway) - Grade Crossing Signal Project – Cont.


The price breakdown is as follows:

Preliminary Engineering Services with Plan Preparation	\$2,500.00
Signal Material, Refer to Accompanying Material List (w/ Handling):	\$514,862.00
Labor w/ Expenses:	\$44,540.00
Equipment:	<u>\$27,771.00</u>
Total Sell Price	\$589,673.00
Sales Tax 6.0% (Est.)	<u>\$35,380.00</u>
 Grand Total with estimated Sales Tax	 <u>\$625,053.00</u>

Please Note the following:

1. Proposed Pricing is valid for Sixty (60) days from the date of this Proposal, beyond 60 days prices are subject to change
2. Proposed pricing is based on Lump Sum invoicing and includes estimated sales tax
3. Preliminary Engineering Services and Material may be invoiced separately
4. Terms: Net Due 30 Days from Invoice Date
5. This proposal may be withdrawn by us if not accepted within Sixty (60) days
6. Pricing is based on one crew mobilization for this project only
7. Crew labor will be paid per their standard pay wages with overtime when applicable, and include standard benefit package as outlined in their employee handbook
8. Pricing is based on crew being allowed to work unrestricted hours seven days per week
9. Any planned road and/or curb work must be completed prior to the arrival of our installation crews
10. If traffic control for the public roadway, other than typical "Crew Working" type signage is mandated by a third party, then other charges may apply
11. If rock or other unknown obstacles prevent directional bores or foundation installations from taking place with common equipment used for this type of project, then additional charges could apply

Authorized Signature:



Mark E. Smallwood
Senior Project Manager
mark.smallwood@cdl-electric.com
(502) 608-9855

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
WIRE KIT PACKAGE INCLUDING:		
SSCCIII-A, 40 AMP	1	EA
ARRESTER	1	LT
EQUALIZER	1	LT
ARRESTER BASE, 4-POST	1	LT
RELAY, MCKR (NON-VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	2	EA
PLUG, TWIST-LOCK TYPE FOR CHARGER	2	EA
SURGE PROTECTOR - MAIN AC POWER	1	EA
POWER-OFF LIGHTS	2	EA
ARGUS MONITOR	1	EA
RADIO RECVR. AIR-LINK w/ ACCESSORIES f / DAX FEATURE	1	LT
GCP 3000 PLUS, SGL. TRK REDUNDANT	1	EA
SHUNT, NBS, NARROW BAND	2	EA
RELAY, 500 OHM VITAL PLUG-IN TYPE PKG. W/PLUGBOARD & E-POST	2	KT
DTMF CONTROLLER	1	EA
VIDEO MONITOR PKG - WATCO STD.	1	EA
CHARGER, BATTERY 12/20, 20 AMP, DTC MODEL	1	EA
CHARGER, BATTERY 12/40, 40 AMP, DTC MODEL	1	EA
BATTERY, JAB 250 A.H.	6	CL
BATTERY, JAB 400 A.H.	7	CL
STICKER, LOCATION/CONTACT INFORMATION	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 1W LEDS	2	EA
CANTILEVER ASSEMBLY, x' ARM W/ SIGNS & HDW.	2	EA
LIGHT UNIT, 1-W 12" LED w/ HOODS AND 24" BGS, CANT. MAST - FRONT	2	EA
LIGHT UNIT, 2-W 12" LED w/ HOODS AND 24" BGS, CANT. ARM TIP	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ) W/ HDW	2	EA
LIGHT KIT FOR GATE ARM 4" LED TYPE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
FOUNDATION FORM FOR SGL. MAST CANTILVER	2	EA
GATE HEATER, 24V DC	2	EA
SIGN, ENS W/ MTG. CLAMPS, BLUE SIGN	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	400	FT
CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID	350	FT
CABLE, U.G. SIGNAL 12 COND. NO. 14 AWG SOLID	350	FT
CABLE, U.G. SIGNAL 3 COND. NO. 4 / GND FOR AC POWER	125	FT
TRACK WIRE NO. 6 TW. PR. DUPLEX	350	FT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	200	FT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED w/ CLAMP	6	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	24	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	24	EA
LOCK, RAILROAD STD.	9	EA
SHUNT TERM. BOX	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT

MODIFICATION (M.P. 5.95 AND M.P. 6.65 LOCATIONS) f/ DAX

AIR LINK PACKAGE - DAX	2	EA
GCP 3000 PLUS, SGL. TRK REDUNDANT	2	EA
SHUNT, NBS, NARROW BAND	2	EA
RELAY, 500 OHM VITAL PLUG-IN TYPE PKG. W/PLUGBOARD & E-POST	2	KT
SHUNT TERM. BOX	2	EA
ARRESTER	8	EA
EQUALIZER	4	EA
ARRESTER BASE, 4-POST	8	EA
CHARGER, BATTERY 12/40, 40 AMP, DTC MODEL	2	EA
BATTERY, JAB 400 A.H.	12	CL
TRACK WIRE NO. 6 TW. PR. DUPLEX	200	FT
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

ITEMS MAY BE SUBSTITUED WITH EQUAL OR BETTER

EXHIBIT C



Proposal Railroad Signal Division

Section 9, Item b.

PROPOSAL SUBMITTED TO: Grand Elk Railroad	PHONE: (269) 251-1858	DATE: December 8, 2022
STREET: 75 Mills Street	JOB NAME: Maple Street (536 357 X)	
CITY, STATE and ZIP CODE: Kalamazoo, MI 49048	JOB LOCATION: Bristol, IN	
CONTACT: Chadd Thimesch, General Manager	JOB NUMBER: RRP-1847	

RRP-1847, Maple Street, Bristol, IN (536 357 X) – Remove Existing Warning Signal System

C.D.L. Electric, Incorporated proposes to furnish labor and equipment to remove the existing railroad/roadway grade crossing warning system at the location identified above. The components of the existing warning system will be removed from service and transported to a GDLK yard. Signal foundations will be removed just below grade (minimum 8"), and signal cables / track wires will be removed just below grade a minimum of 8". Once items are removed from service, the site will be cleared and dressed.

Please Note: Proposed price is valid for sixty (60) days from the date of this proposal.

We propose hereby, to furnish material and labor – complete in accordance with above specifications, for the sum of \$22,513.00 (including estimated Sales Tax rate of 6.0%)

Services as Described	\$21,239.00
Sales Tax 6.0% (Est.)	<u>\$1,274.00</u>
Grand Total w/ Est. Tax	<u>\$22,513.00</u>

Please Note the following:

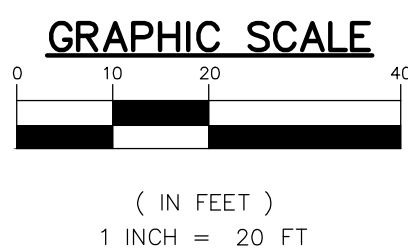
- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days
- (3) Traffic control for roadway has been included for this project
- (4) Replacement of concrete roadway / pathway, asphalt, pavers, etc., removed to perform services described above is the responsibility of others at their expense

Authorized Signature:

Senior Project Manager – Signal Construction

mark.smallwood@cdl-electric.com

(502) 608-9855



RETROREFLECTIVE SHEET SIGN W/ LEGEND
ON TYPE I SQUARE STEEL POST
KEEP RIGHT SYMBOL (24" X 30")
"ROAD NARROWS" (36" X 36")

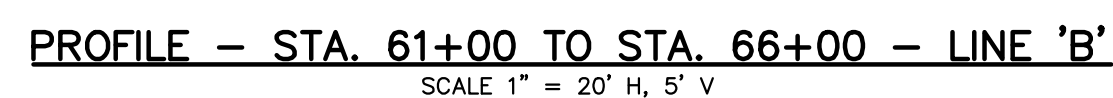
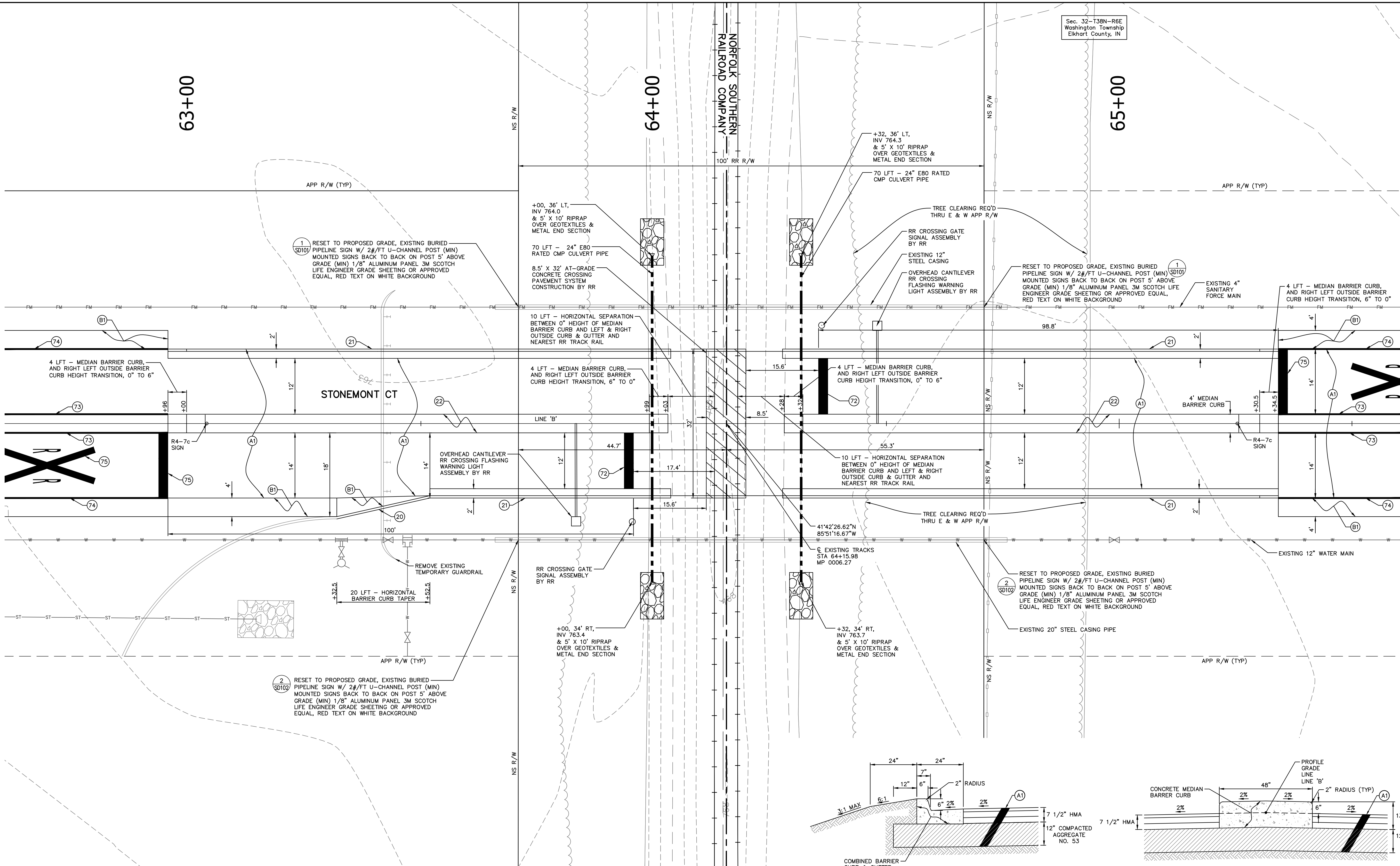
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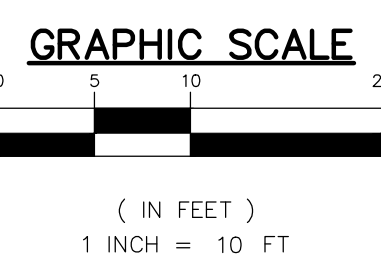
EXHIBIT D



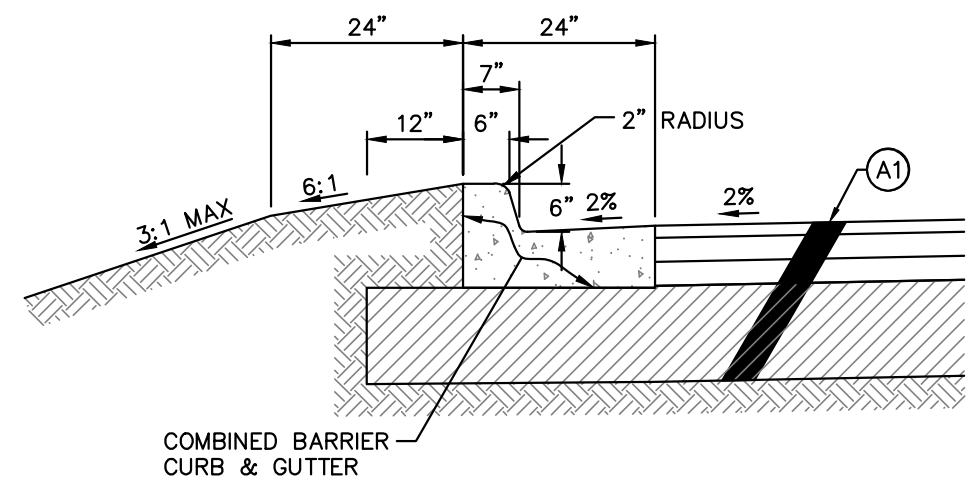
LEGEND

- (A) HMA PAVEMENT:
 - 1-1/2" (165#/SYD) HMA SURFACE, TYPE 'B', ON TACK COAT, OVER
 - 3" (330#/SYD) HMA INTERMEDIATE, TYPE 'B', OVER
 - 3" (330#/SYD) HMA BASE TYPE 'B', OVER
 - 12" COMPACTED AGGREGATE BASE, NO. 53 OVER COMPACTED SUBGRADE
- (B) HMA SHOULDER:
 - 1-1/2" (165#/SYD) HMA SURFACE, TYPE 'B', ON TACK COAT, OVER
 - 3" (330#/SYD) HMA BASE, TYPE 'B', OVER
 - 12" COMPACTED AGGREGATE BASE, NO. 53 OVER COMPACTED SUBGRADE
- (MS) MULCHED SEEDING, TYPE 'R'
- (72) LINE, THERMOPLASTIC, 24" STOP BAR
- (73) LINE, THERMOPLASTIC, 4" SOLID YELLOW
- (74) LINE, THERMOPLASTIC, 4" SOLID WHITE
- (75) PAVEMENT MESSAGE MARKING, THERMOPLASTIC, RXR (RXR INCLUDES 2 "STOP BARS")
- (20) 20" STANDARD CONCRETE BARRIER CURB
- (21) CONCRETE BARRIER CURB & GUTTER, 2" WIDE
- (22) CONCRETE MEDIAN BARRIER CURB

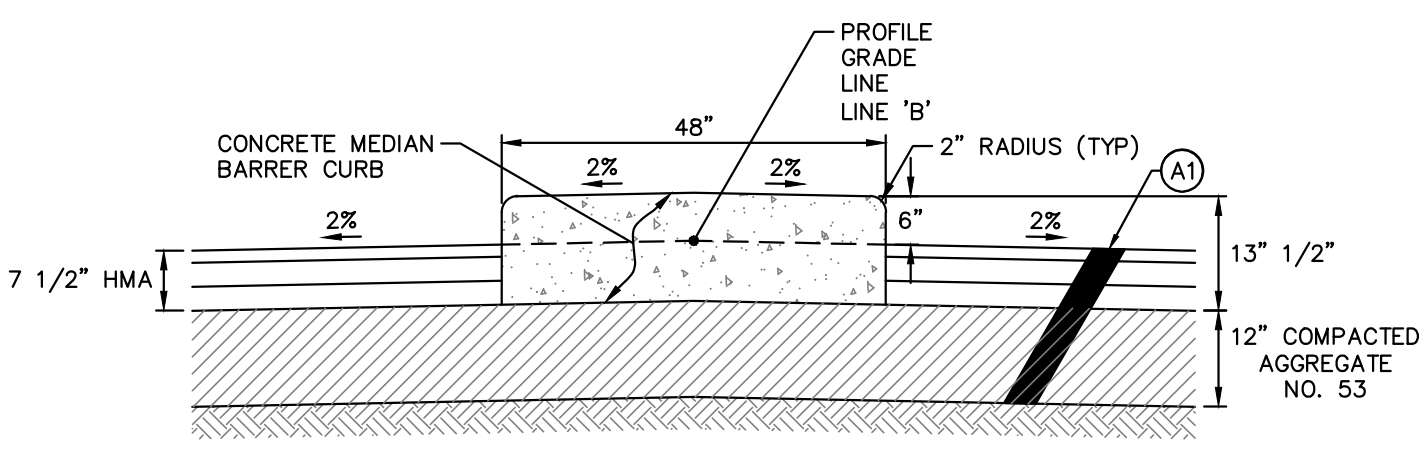
- EXISTING WATER MAIN
- EXISTING SANITARY FORCE MAIN
- EXISTING STORM WATER CULVERT
- PROPOSED STORM WATER CULVERT
- RETROREFLECTIVE SHEET SIGN W/ LEGEND ON TYPE 1 SQUARE STEEL POST
- KEEP RIGHT SYMBOL (24" X 30")
- "ROAD NARROWS" (36" X 36")
- R4-7c SIGN
- W5-1 SIGN



TYPICAL PAVEMENT SECTION WITH COMBINED BARRIER CURB & GUTTER STONEMONT CT



TYPICAL PAVEMENT SECTION WITH CONCRETE MEDIAN BARRIER CURB STONEMONT CT



NOTES:

- 1. CONCRETE COMBINED BARRIER CURB & GUTTER TO BE CONSTRUCTED WITH PLAIN, UNREINFORCED INDOT CLASS 'A' CONCRETE IN ACCORDANCE WITH INDOT STANDARD SPECIFICATIONS.
- 2. TRANSVERSE SAW CUT JOINT REQUIRED AT TOP AND SIDES OF COMBINED BARRIER CURB & GUTTER, PERPENDICULAR TO LINE 'B' AT 20" MAXIMUM SPACING, UNIFORMLY SPACED, 2" DEEP, AND 1/8" MIN TO 1/4" MAX THICK.

NOTES:

- 1. CONCRETE MEDIAN BARRIER CURB TO BE CONSTRUCTED WITH PLAIN, UNREINFORCED INDOT CLASS 'A' CONCRETE IN ACCORDANCE WITH INDOT STANDARD SPECIFICATIONS.
- 2. TRANSVERSE SAW CUT JOINT REQUIRED AT TOP AND SIDES OF CONCRETE MEDIAN BARRIER CURB, PERPENDICULAR TO LINE 'B' AT 20" MAXIMUM SPACING, UNIFORMLY SPACED, 2" DEEP, AND 1/8" MIN TO 1/4" MAX THICK.

JONES
PETRIE
RAFINSKI

EARTHWAY RAIL PARK - PHASE IV
AT-GRADE RAILROAD CROSSING

TOWN OF BRISTOL

ENLARGED PLAN VIEW - STONEMONT CT
STA. 62+75 TO STA. 65+50 - LINE 'B'

DESIGNED BY:
M WILSON

DRAWN BY:
DK

DATE:
AUGUST 2022

JOB NUMBER: 2021-0113

SCALE:
1" = 10'

C303A

303 E VISTULA ST

BRISTOL, IN 46507

ENLARGED PLAN VIEW - STONEMONT CT
STA. 62+75 TO STA. 65+50 - LINE 'B'

REV

3

DESCRIPTION
HIB WOOD WATER SERVICE RELOCATION

DATE
10/07/21

BY
BBK

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OWNER/DEVELOPER
TOWN OF BRISTOL
303 E VISTULA STREET
BRISTOL, IN

SURVEYOR/ENGINEER
Jones, Petrie, Rafinski Corp.
325 S. Lafayette Blvd.
South Bend, IN 46601
574-232-4338

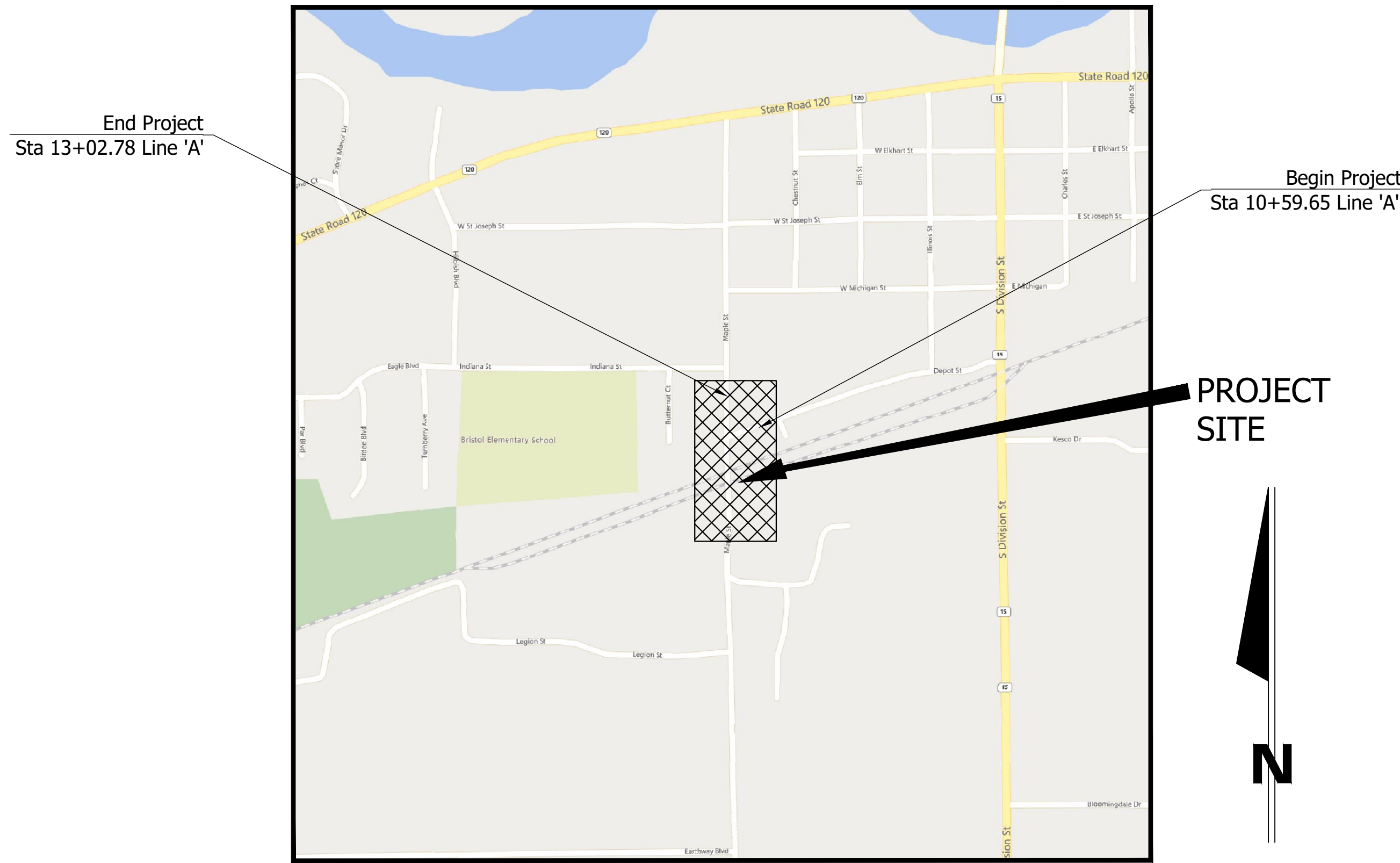
UTILITIES

ELECTRIC	NIPSCO 370 E KERCHER ROAD GOSHEN, IN 46526 BRAD CRISE (574) 535-0263
GAS	NIPSCO 370 S 100 E LAGRANGE, IN 46761 JOSEPH HARTMAN (260) 463-3999
TELEPHONE	FRONTIER (VERIZON) 24373 COUNTY ROAD 6 ELKHART, IN 46516 ROBIN BRANSON (574) 875-3789
WATER & SEWER	BRISTOL WASTEWATER TREATMENT & UTILITY 1300 W VISTULA STREET BRISTOL, IN 46507 JOHN SUPPER (574) 848-7931
CABLE TELEVISION	COMCAST 4045 EDISON LAKES PARKWAY MISHAWAKA, IN 46545 JAY CASTELLO (847) 789-1039
UTILITY LOCATE	INDIANA 811 EXACTIX UNDERGROUND PROTECTION SYSTEM 1433 HOLEY MOLEY WAY GREENWOOD, IN 46143 (800) 382-5544

MAPLE ST
RAILROAD CROSSING CLOSURE

PROJECT DESCRIPTION

REMOVAL OF MAPLE STREET RAILROAD CROSSING INCLUDING NEW HMA FULL
DEPTH PAVEMENT AT THE INTERSECTION OF MAPLE STREET AND DEPOT STREET



LOCATION MAP

PART OF THE TOWN OF BRISTOL, INDIANA
SECTION 27, TOWNSHIP 38 NORTH, RANGE 6 EAST,
WASHINGTON TOWNSHIP, ELKHART COUNTY

THE PROPOSED CONSTRUCTION WILL NOT BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN

IMPORTANT UNDERGROUND UTILITY NOTES

EXISTING UNDERGROUND UTILITIES SHOWN IN THESE PLANS ARE BASED ON EVIDENCE OF ABOVE GROUND FEATURES, ON LOCATIONS MARKED IN THE FIELD BY OTHERS, OR ON RECORD INFORMATION PROVIDED BY UTILITY COMPANIES. PIPE INVERT ELEVATIONS WERE MEASURED WITHOUT ENTERING CONFINED SPACES. NO EXCAVATION SHOULD OCCUR WITHOUT NOTIFICATION OF APPROPRIATE AGENCIES AND UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF PIPE INVERT ELEVATIONS AND UTILITY LOCATIONS, AND SHALL NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARE DISCOVERED.

GENERAL NOTES

FOR PROTECTION OF UNDERGROUND UTILITIES, CONTRACTOR SHALL CALL 1-800-382-5544 A MINIMUM OF THREE WORKING DAYS PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL INDIANA 811 PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE INDIANA 811 ALERT SYSTEM.

IF ANY ERRORS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

THE CONTRACTOR SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL GOVERNMENT, INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, AND THE INDIANA DEPARTMENT OF TRANSPORTATION.

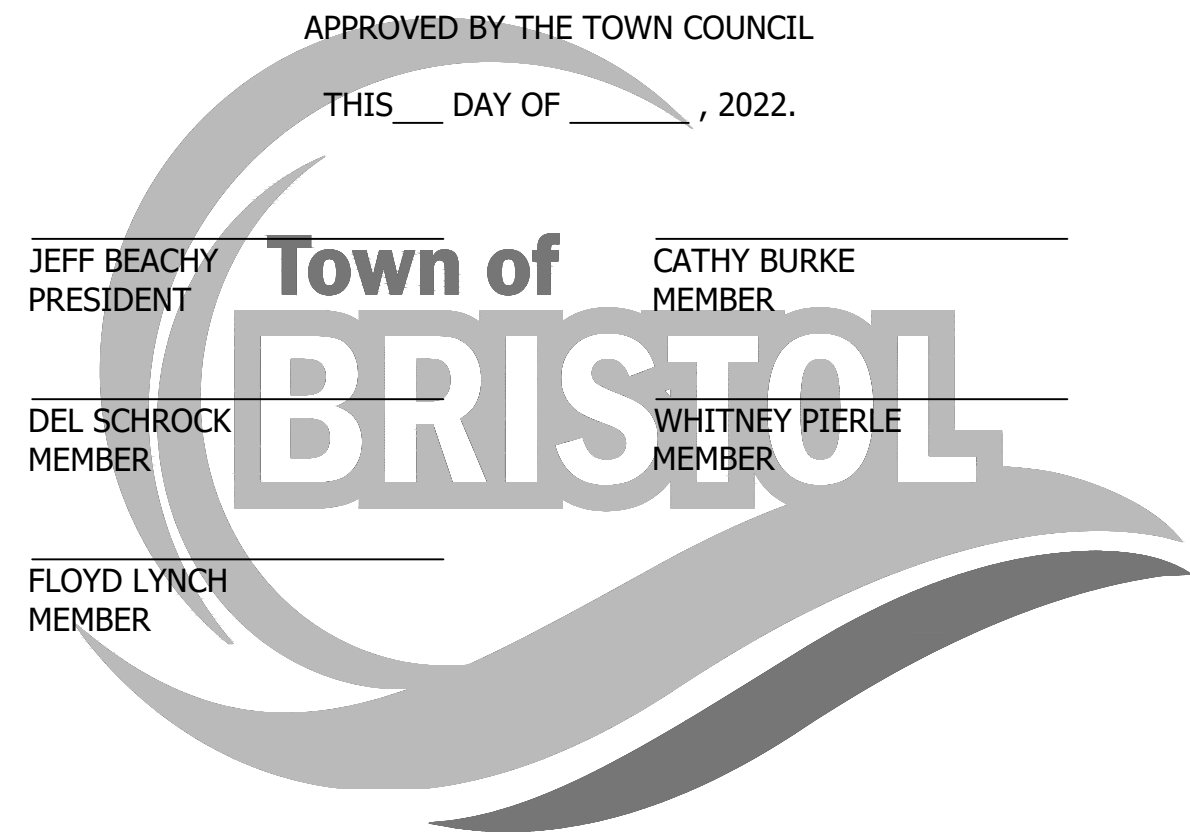
THE CONTRACTORS SHALL MAKE WHATEVER SOIL BORINGS NECESSARY TO FULLY ACQUAINT THEMSELVES WITH CONDITIONS AS THEY EXIST SO THAT THEY MAY FULLY UNDERSTAND THE CONDITIONS WHICH MAY AFFECT THE COST OF THE WORK. FAILURE TO MAKE SUCH BORINGS OR ANY BORINGS MADE WHICH DO NOT PROVIDE A COMPLETE UNDERSTANDING OF THE CONDITIONS ENCOUNTERED SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR CARRYING OUT ALL THE WORK TO COMPLETION AS SHOWN ON THE PLANS, OR AS SPECIFIED, AT THE PRICE SPECIFIED TO BE PAID FOR THE WORK. WHERE THE RESULTS OF ANY TEST BORINGS ARE SHOWN ON THE PLANS, THE INFORMATION IS NOT GUARANTEED AND THE CONTRACTOR MUST SATISFY HIMSELF AS TO THE CHARACTER OF MATERIALS THAT MAY BE ENCOUNTERED.

THE CONTRACTOR SHALL FOLLOW THE IOSHA REGULATIONS 29 C.F.R. 1926 SUBPART P, FOR TRENCH SAFETY SYSTEMS. THE COST FOR TRENCH SAFETY SYSTEMS SHALL BE MERGED INTO THE PAY ITEM OF THE PRINCIPAL WORK WITH WHICH THE SAFETY SYSTEMS ARE ASSOCIATED. THE CONTRACTOR SHALL OTHERWISE BE RESPONSIBLE FOR SAFETY IN REGARD TO THE PROJECT'S CONSTRUCTION.

EXHIBIT E

INDEX OF PLANS

- 01 - COVER
- 02 - GENERAL NOTES
- 03 - PLAT NO. 1
- 04 - TYPICAL SECTIONS



PRELIMINARY
FOR REVIEW
PURPOSES
ONLY

MICHAEL D. VOLL, PE 11600311
COVERING ROADWAY & UTILITY DESIGN
REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA

PRELIMINARY
FOR REVIEW
PURPOSES
ONLY

JEFFREY M. GASTEL, PE 062051694
COVERING PEER REVIEW
REGISTERED PROFESSIONAL ENGINEER STATE OF ILLINOIS

MAPLE ST
RAILROAD CROSSING CLOSURE

TOWN OF BRISTOL

COVER

DESIGNED BY: PFR
REVIEWED BY: MDV
DRAWN BY: PFR
REVIEWED BY: JMG

DATE: 10/18/2022

JOB NUMBER: 21-0113.2 | I

SCALE: X" = XX'

01 of 06

REV	DESCRIPTION	BY	DATE

JONES
PETRIE
RAFINSKI

Elkhart, IN
p: 574-232-7763

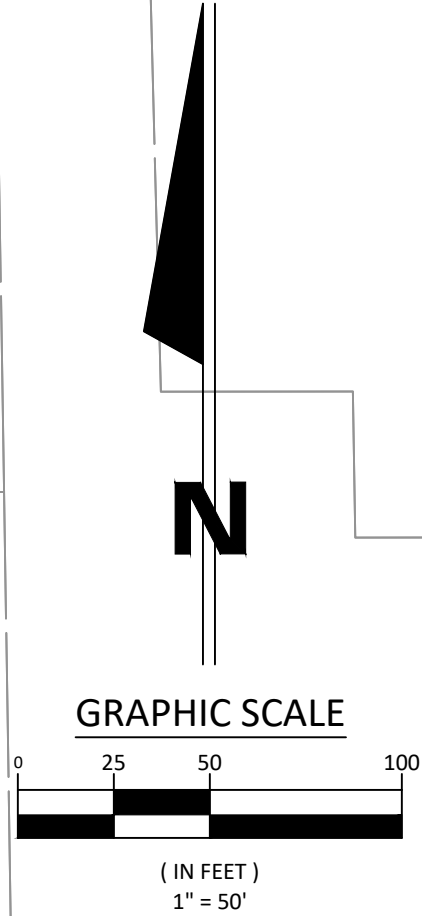
South Bend, IN
p: 574-232-4988

Fort Wayne, IN
p: 564-421-2322

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NOTE:
ALL PROPERTY LINES AND RIGHT OF
WAY ARE APPARENT PER GIS RECORDS
AND TOWN STANDARDS.



PRELIMINARY
FOR REVIEW
PURPOSES
ONLY

MAPLE ST
RAILROAD CROSSING CLOSURE
TOWN OF BRISTOL
303 E VISTULA STREET
BRISTOL, IN
PLAT NO. 1

DESIGNED BY: PFR
REVIEWED BY: MDV
DRAWN BY: PFR
REVIEWED BY: JMG
DATE: 10/18/2022
JOB NUMBER: 21-0113.211
SCALE: 1" = 50'
03 of 06

JONES
PETRIE
RAFINSKI

Elkhart, IN
p. 574.293.7763

South Bend, IN
p. 574.232.4588

Fort Wayne, IN
p. 564.421.2322

REV	DESCRIPTION	BY	DATE

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**CONTRACT FOR ANIMAL SHELTER MANAGEMENT
AND ANIMAL CONTROL SERVICES**

This contract made effective this 1st day of January, 2023 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

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

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

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

I. CONTRACT DOCUMENTS

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

II. CONTRACTOR WORK REQUIREMENT

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

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

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

A. Operation of the Animal Shelter

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

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

B. Impoundment of Animals

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

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

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

C. Animal Control Officers

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

D. Public Service Programs

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

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

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

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

F. Meetings and Other Requirements

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

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2023 through December 31, 2023. County may renew this Contract for calendar years 2024 and 2025 subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.
- B. For calendar year 2023, County shall pay the total sum of Two Hundred Twenty Thousand Dollars [\$220,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Thirty Thousand Dollars (\$130,000.00) to Contractor on or before February 15, 2023, the balance of Ninety Thousand Dollars [\$90,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Thirty Thousand Dollars [\$30,000.00] on April 1, 2023, July 1, 2023 and October 1, 2023. In consideration of the advancement of the One Hundred Thirty Thousand Dollars (\$130,000.00) on or before February 15, 2023, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the incorporated areas of the Town of Millersburg.

After March 31, 2023, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$139,150
City of Goshen	\$85,400
Town of Middlebury	\$5,940
Town of Wakarusa	\$6,600
Town of Bristol	\$4,400
Town of Nappanee	\$11,535

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to Contractor on or before March 31, 2023 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2023. County's notice may provide by its election to have Contractor

provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2023, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2023, July 1, 2023 and October 1, 2023. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2023.

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

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

- 1. Contract Administrator for the County shall be:

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

- 2. Contract Administrator for the Contractor shall be:

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

B. Contracting Officer

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

VI. STATE LAW CERTIFICATION PROVISIONS

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

VII. TAX REQUIREMENTS

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

VIII. DEFAULT

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

IX. ASSIGNMENT

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

X. GOVERNING LAW

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

XI. INDEMNIFICATION, LIMITATION OF LIABILITY AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.
- B. The County shall notify the Contractor of any suit, claim, demand, loss or action made or files against the County within ten days after the County's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

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

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

XIII. SEVERABILITY

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

XIV. NON-WAIVER

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

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

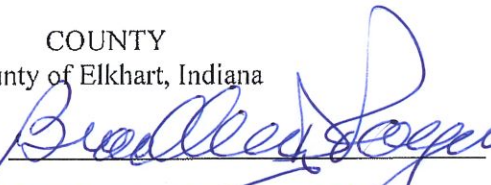
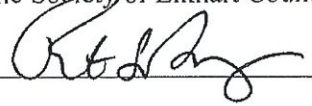
Provided the Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of the County to make payments as herein set forth shall continue until fully performed. Any rights and remedies the County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this Contract.

XVI. RELATION TO COUNTY

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

XVII. SIGNATORIES

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

COUNTY	CONTRACTOR
County of Elkhart, Indiana	Humane Society of Elkhart County, Inc.
By: <u></u>	By: <u></u>
Printed: <u>BRADLEY D. ROGERS</u>	Printed: <u>ROBERT LARoy</u>
Title: President	Title: <u>EXECUTIVE DIRECTOR</u>
Date: <u>2-6-2023</u>	Date: <u>1-20-23</u>

Ordinance No. 3-2-2023-

Additional Appropriation Ordinance

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2023 annual budget,

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

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, on this 2nd day of March, 2023.

Fund # & Name	Amt Req & Approved	Appropriation	Purpose
2204 / Park Fund	\$20,000.00	2204-001-112	J Robertson's park coordinator salary
2565 / TIF #171 GGT	\$63,844.27	2565-001-500	GGT payout
2500 / MS-4	\$60,000.00	2500-001-442	NRR project

Grand total: \$143,844.27 .00

BRISTOL TOWN COUNCIL TOWN OF BRISTOL, INDIANA

By _____
Jeff Beachy, President

By _____
Andrew Medford

By _____
Cathy Burke

By _____

ATTEST:

By _____
Gregg Tuholski

Cathy Antonelli, Clerk-Treasurer