BRISTOL

TOWN COUNCIL REGULAR MEETING

Thursday, January 02, 2025 at 7:00 PM Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

- 1. CALL MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF INVOICES
- 6. APPROVAL OF MINUTES no minutes to approve
- 7. PLANNING AND DEVELOPMENT ITEMS

REPORTS

8. TOWN MANAGER

- **a.** Borden waste away contract renew or rebid services.
- **b.** Water project SRF application for payment # 11

Contractor: Phoenix Fabricators & Erectors LLC for bonds and insurance

\$172,000.00 - Total

\$ 8,600.00 - retainage

\$163,400.00 - to contractor

SRF funding request #12

Contractor: Niblock - water main work on Mainstreet

\$291,804 - Total

\$ 36,312 - retainage

\$255,492 - to contractor

9. CLERK-TREASURER

10. TOWN ATTORNEY

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

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

12. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

January 14: 7:00 PM Town Council work session

January 16: 6:45 PM Town of Bristol RDC meeting

January 16: 7:00 PM Town Council meeting

13. MOTION TO ADJOURN

SOLID WASTE DISPOSAL CONTRACT BRISTOL, INDIANA

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

WITNESSETH

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

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

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

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

Borden Waste-Away Service, Inc.

Bv:

Johnny P. Bachman Jr.

Town of Bristol, Indiana

By:

Attachment A

Residential Service Rates

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

^{*}Monthly rate is based on 609 homes serviced. The number of homes and therefore monthly rate may be adjusted as of July $1^{\rm st}$ each year.

Town Clean-Up Rates

**Roll-Off Container Service Rates

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



^{**}Rates may be Subject to a 3% per year.

				SRF	: Disbu	rsem	ent Reque	st For	m				
Partici	ipant Inf	ormation										S	ection 8, Item
Name:	Town	of Bristol	Water Utility				SRF Loan Num	oer:	D	W22282001			
UEI #:		NF35Q	SFKCC57	Cage Co	de:	870T8	Request Numb	er:	1	1			
Mailing Address:		РО Вох	122										
City:	Bristol			State:	IN		ZIP Code:			46507-948	39		
Contact P	Person:		Mr. Mike Yod	er		Contac	t Phone Number	: 574	1-848-4853	_			_
Authorize	ed Repres	entative:	Ms. Cathy An	tonelii	·	Author	rized Representat er:	ive Phone		574-848-7	007		
If request	ting reimb	ursement	to the Participant	t by wire tra	nsfer please	provide	the following info	rmation:	·				
Bank Nam	ne:					Bank Ro	uting Number:	_					
Account N	Name:					Account	: Number:						
Loan Info	ormation	1	<u> </u>			<u></u>			·——·				
			claim is being work, etc.):	Pay	application	#1							
Is any par	rt of this c	laim funde	d by an alternate	funding sou	ırce?				•	· · · · · · · ·		YES	⊠ NO
If yes, ple	ase ident	ify the sou	rce and amount o	of the claim f	unded by t	he alterna	te source (OCRA	, SAP, Loca	nt			\$	
Is any par	rt of this o	laim funde	d by the Indiana	Brownfields	Program?							YES	⊠ мо
Has the Pa	articipant	paid the r	equest and is nov	v seeking rei	imburseme	nt?						YES	⊠ ио
Is any par	rt of this c	laim a resu	ılt of a change ord	der? If yes, p	lease attac	h the SRF	change order ap	proval lette	er.			☐ YES	⊠ NO
Are there	Green Pr	oject Rese	rve components i	nvolved in t	his request	? If yes, p	olease describe:					☐ YES	⊠ NO
Are there	any Lead	Line repla	cement compone	ents in this re	equest?							YES	⊠ NO
Loan Fina	ancial In	formatio	n										
Original L	Loan Amo	unt:									\$	15,709,0	000
			sbursements:								\$ \$	15,709,0 17,561,7	
Total Amo	ount of P	revious Dis	sbursements: Disbursement:								\$		771
Total Amo	ount of P	revious Dis After this I									\$	17,561,7	771
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Contractor's Application for Payment

Owner:	Town o	f Brist	tol			Owner	's Project No.:		n/a
Engineer:	Jones P	etrie	Rafin	ski, Corp.		Engine	er's Project No.	:	2023-0005
Contractor:	Phoenix	(Fabr	icato	rs & Erectors, LL	C	Contra	ctor's Project N	0.:	4030
Project:	Water S	Syster	n Im	provements Proje	ect				
Contract:	Contrac	t B - \	Wate	r Tower Constru	ction				
Application N	lo.:	0	NE	A	pplication	Date:	9/30/2024		
Application F	eriod:	Fro	m	7/22/202	4	to	9/30/2024		
1. Orig	inal Con	tract	Price					\$	5,750,000.00
2. Net	change l	by Ch	ange	Orders				\$	
3. Curi	rent Con	tract	Price	(Line 1 + Line 2)				\$	5,750,000.00
4. Tota	al Work o	compl	eted	and materials st	ored to dat	te		- 19 7	#12 2 (
(Sur	n of Colu	ımn G	i Lum	p Sum Total and	Column J	Unit Price	e Total)	\$	172,000.00
5. Reta	ainage								
a.	5%	X	\$	172,000.00 W	ork Compl	eted		\$	8,600.00
b.	5%	_ X	\$	- St	ored Mate	rials		\$	-
c.	Total Re	etaina	ge (L	ine 5.a + Line 5.b)			\$	8,600.00
6. Amo	ount elig	ible to	o dat	e (Line 4 - Line 5.	c)			\$	163,400.00
7. Less	previou	s pay	ment	ts (Line 6 from pr	ior applica	tion)			
8. Amo	ount due	this a	appli	cation				\$	163,400.00
9. Bala	nce to fi	nish.	inclu	ding retainage (L	ine 3 - Line	4 + Line	5c)	\$	5,586,600.00

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators & E	rectors, LLC		
Signature: DUMMAP	ankush	Date:	9/30/2024
Recommended by Engineer	Approved by O	wner	
By: Jty	Ву:		
Title: Senior Project Engineer	Title:		
Date: 12/10/2024	Date:		
Approved by Funding Agency			
Ву:	Ву:		
Title:	Title:		
Date:	Date:		

Total number of weather days for project: 0

Engineer: Jone Contractor: Phoc Project: Wate Contract: Cont	OWN UI Dristu					Owner's Project No.:		e/u
ion No.:	lones Petrie Rafinski, Corp.					Engineer's Project No.:		2023-0005
ion No.:	enix Fabricators & Erectors, LLC					Contractor's Project No.:		4030
' '[Water System Improvements Project Contract B - Water Tower Construction							
	ONE Application Period:	From	07/22/24	5	09/30/24	Appli	Application Date:	09/30/24
4	8	U	٥	u	4	g	I	_
			Work Completed	mpleted		Work Completed	% of	
		•	(D + E) From		Materials	and Materials	Scheduled	
			Previous		Currently Stored	Stored to Date	Value	Balance to Finish
Item No.	Description	Scheduled Value (\$)	Application (5)	This Period (\$)	(not in D or E) (\$)	(D + E + F) (S)	(6/0)	(S)
			Original Contract					
1 PROF	PROPOSED WATER TOWER CONSTRUCTION							
		345,000.00				•	%0	345,000.00
	S / DEEP FOUNDATION	335,000.00		,		•	%0	335,000.00
	FOUNDATION	1,108,000.00		1			1%0	1,108,000.00
	TANK SHAFT	1,026,000.00		•		-	%0	1,026,000.00
	TANK MATERIAL / SHOP FABRICATION	582,000.00		•		•	%0	
	TANK DELIVERY	38,000.00					%0	38,000.00
	TANK ERECTION	456,000.00				•	%0	456,000.00
	TANK PAINTING	298,000.00				-	%0	
	EXISTING WATER TOWER DEMOLITION	120,000.00		-		•	%0	
	DEWATERING	65,000.00		-			%0	
	WATER TOWER INTERIOR IMPROVEMENTS	506,500.00		•	•	-	%0	-,
	TANK MIXING SYSTEM	12,500.00		•		-	%0	
4.2 ELEC	ELECTRICAL / CONTROLS	231,000.00				•	0%	231,000.00
	EXISTING TOWER SITE RESTORATION	45,000.00				•	%0	
6 FREE	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00		•		•	%0	7
	FREEDOM POWDER SITE RESTORATION	75,000.00		•			.0%	
8 MOB	MOBILIZATION / DEMOBILIZATION	115,000.00		•		•	%0	115,000.00
8.1 BONDS /	INSURANCE	172,000.00		172,000.00			10	
	Original Contract Totals \$	5,750,000.00		\$ 172,000.00		\$ 172,000.00	3%	\$ 5,578,000.00
			Change Orders					
							%0	
						•	%0	
				•		,	0%	
-	Change Order Totals \$	-	. \$	\$		s		
		Original Con	Original Contract and Change Orders	ders				
	S sletoT Totals	"		\$ 172,000,00		\$ 172,000,00	3%8	\$ 5.578,000.00

.			• • •										
				S	RF Disb	ursem	ent Reque	st Form	<u> </u>				
Partio	ipant Inf	ormation											Section 8, Item
Name:	Towr	of Bristol V	Water Utility				SRF Loan Num	oer:	DW22	282001			
UEI #:		NF35QS	FKCC57	Cage	Code:	870T8	Request Numb	er:	12				
Mailing Address:	:	PO Box	122										
City:	Bristol			State	e: IN		ZIP Code:		46	507-9489			
Contact	Person:		Mr. Mike Yo	oder		Contac	t Phone Number	: 574-8	48-4853				
Authoriz	ed Repres	entative:	Ms. Cathy A	ntonelli		Author Numbe	rized Representat er:	ive Phone	57	4-848-70	07		
If reques	sting reiml	oursement t	o the Participa	nt by wire	transfer plea	ise provide	the following info	ormation:					
Bank Na	me:					Bank Ro	uting Number:						
Account	Name:					Account	: Number:						
Loan In	formatio	n											
•		k for which es, type of v	claim is being vork, etc.):	F	Pay application	on #3						st.	
Is any pa	ert of this	claim funde	d by an alterna	te funding	source?							YES	⊠ NO
If yes, pl	ease ident	ify the sour	ce and amount	of the clai	m funded by	the alterna	ite source (OCRA	, SAP, Local				\$	<u> </u>
Is any pa	art of this	claim funde	d by the Indian	a Brownfie	lds Program	?	·		l			YES	⊠ NO
Has the I	Participan	t paid the re	equest and is no	ow seeking	reimbursen	nent?						YES	⊠ NO
Is any pa	art of this	claim a resu	It of a change o	rder? If ye	s, please att	ach the SRF	change order ap	proval letter.				YES	⊠no
Are there	e Green P	roject Reser	ve component:	s involved i	in this reque	st? If yes, p	olease describe:	,				YES	⊠ NO
Are there	e any Lead	l Line replac	cement compor	nents in thi	is request?							YES	⊠ NO
Loan Fir	nancial Ir	formation		_									
Original	Loan Amo	ount:					<u>. </u>				\$	15,709,	000
Total An	nount of P	revious Dis	bursements:								\$	17,725,	171
Balance	Available	After this D	isbursement:								\$	13,378,	337
Amount	t to Cont	ractor for	this Request:								\$	255,49	2
Is any pa	art of this i	request a pa	rtial or final re	lease of re	tainage to th	e contracto	ι,				`	YES	⊠no
Contract	tor Name:	Niblo	ck Excavating			DUNS	#:				•		1
Mailing a	address:	PO B	ox 211				•						
City:	B ristol			State	e: IN		ZIP Code:			46507			
Wiring Ir	nformation	n:			·	·	1						
Bank Na	me:	1st Source	ce Bank			Bank	Routing Number	07121	2128				
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Account	Name:	Niblock	Excavating	···			ınt Number:	10307	098				ŀ
		Niblock nt for this						10307	098		\$	36312	
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	act A		Original Contract Price	Net change by change orders	Current Contract Price		Total Work installed	Total, Materials stored on site	Total, Installed and stored	Retainage		5% of stored Materials 5	Total retainage	The state of the s	Amount Eligible to date:	Less Previous Payments	Amount Due		Balance to finish	Engineer Recommends Payment of: \$255,492.05	\	11				Owner approves payment of:			ure
Contractor's Application for Payment No.	Town of Bristol Water System Improvements - Contract A Town of Bristol	NIBIOCK	Summary		Additions	69	\$ 43,865.50						ls \$ 100,564.50 S -	Net change by change orders						iffec, to the best of its knowledge the following	and signed Contractor of times, to the bost of the highest of the contractor and the factor of Mark date.	(1) All previous progress payments received inch. Owned on account of work bond under the Contractor's legitimate	obligations incurred in connection with the Work covered by prior Applications for Signature Sament:	(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except	such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	ent is in accordance with the		Ha0a4	
Contractor's	Project: Owner:	Contractor:	Change Order Summary)	Change Order no.	-	2						Totals	Net change b						Contractor's Certification The undestined Contactor cer	ine dindersigned	under the Contra	obligations incurr	(2) Title to all Wo listed in or covers payment free and	such as are cove	(3) All the Work covered by this	/	1	Contractor Signature

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Contractor's Application for Payment No.

Project: Town of Bristol Water System Improvements Owner: Town of Bristol Contractor: Niblock

Materials Stored on Site

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Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned Niblock Excavating Inc. has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Water System Improvements – Contract A project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt \$255,492.05 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this Partial Waiver of Lien has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 11th day of December 2024.

Signed:

Niblock Excavating, Inc.

By:

Chad Niblock, President

Personally appeared before me this 11th day of December 2024, Chad Niblock, who, being duly sworn on oath, says: That he is President of Niblock Excavating, Inc., and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana

State of Indiana
County of Elkhart abigai amishin texas of Communication of the County of Elkhart abigai amishing the County of Elkhart abigai ami

Notary Public: Abigail Mishler, Resident of LaGrange County

My Commission Expires: May 5, 2027