



TOWN COUNCIL REGULAR MEETING

Thursday, October 03, 2024 at 7:00 PM

Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF INVOICES

6. APPROVAL OF MINUTES

- a. Approval of meeting minutes from 8.15.2024 & 9.5.2024

REPORTS

7. TOWN MANAGER

- a. Comprehensive financial plan update - Amber joining via zoom.
- b. 3-Year Growth Levy Appeal petition
- c. Contract for new Street lights \$733,371. annual maintenance fees \$7,620. 36 streetlights, 6 LED banners
\$20,371 per light purchase cost
vs \$5,000 to \$8,000 per light regular streetlight.
- d. Wastewater Plant project update. Jeremy Hardy PE, Commonwealth.
- e. SRF application #10 \$21,000 Baker Tilly services
- f. SRF application # 11 \$12,245.92 Commonwealth Engineering
- g. Change Order # 1 net reduction of \$277,020 for wastewater treatment plant project.
- h. JPR quote for developing Zoning standards overlay
- i. Niblock pay 1

8. CLERK-TREASURER

- [a.](#) Motion to approve the second reading and adoption of the 2025 budget \$8,780,741

9. TOWN ATTORNEY

- [a.](#) Consider resolution 10-3-2024- Resolution of the Town of Bristol approving the Plan Commission Order

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

- [a.](#) Please state your name and address | 3-minute guideline for comments

11. TOWN COUNCIL DISCUSSION ITEMS

- [a.](#) Doug DeSmith
- [b.](#) Dean Rentfrow
- [c.](#) Cathy Burke
- [d.](#) Gregg Tuholski
- [e.](#) Jeff Beachy

NEXT MEETINGS:

October 15 Work Session (Cancel?)

October 17 RDC meeting and Council meeting

12. MOTION TO ADJOURN

ORDER OF MAGNITUDE QUOTE



% - Denotes product that requires Intellistreets Gateway Connection.
 ! - Denotes product that requires Intellistreets Node Connection.
 * - Denotes product that requires internet connection via 5G, LTE, fiber or ethernet.
 ^ - Denotes product that requires SaaS subscription after first year.
 # - Denotes product that requires feature specific pole modification/fabrication. (Does not include straight holes or tenons)
 0 - Denotes Quantity for Manual Input
 All Products are at 120 Volts Single Phase Main. Contact Intellistreets when higher voltage is required.
 Illuminating Concepts approval required on all Bills of Materials before issuing a formal quote.
Valid for 120 Days.

POLES, LUMINAIRES & BASES

TYPE	REQ	PART NUMBER	SUPPLIER	Description	(1-10)	(11-50)	(51 - 100)	Qty	Extension
INTELLISTREETS LUMINAIRE		A880SRLED-24L-30-T3-MDL014	STERNBERG	Historic Luminaire with Roof Mounted Optics for Low Glare. Intellistreets enabled features with Switched Receptacle Relay.	TBD	\$ 5,150.00	TBD	36	\$ 185,400
POLES		8116-TBD	STERNBERG	Decorative 8100 16"x 6" x .250" Wall, Smooth Profile, Standard Powder Coat Finish Color - Black	TBD	\$ 3,100.00	TBD	36	\$ 111,600

INTELLISTREETS, CONTROLS & NETWORKING

TYPE	REQ	PART NUMBER	SPEC. SHEET	Description	(1-10)	(11-50)	(51 - 100)	Qty	Extension
INTELLISTREETS GATEWAY	* ^ #	IS-GW-E-B	IS.2	Ethernet Gateway for Communication to Intellistreets Nodes (Concealed in Base, Requires Stealth Antennas)	\$ 4,000	\$ 4,000	CALL	5	\$ 20,000
STEALTH ANTENNAS		IS-GW-ANT	IS.26	(3) Stealth Antennas for Intellistreets Gateway with Extensions	\$ 1,525	\$ 1,449	\$ 1,376	5	\$ 7,625
POE NETWORK SWITCH	*	IS-NS-F-POE	IS.40	Blackbox POE Network Switch includes Fiber Ports and Power Supply	\$ 2,063	\$ 1,861	\$ 1,861	12	\$ 22,332

ACCESSORIES

TYPE	REQ	PART NUMBER	SPEC. SHEET	DESCRIPTION	(1-10)	(11-50)	(51 - 100)	Qty	Extension
POWER RECEPTACLE	!	IS-OUTLET	IS.5	Remote-Controlled GFCI Outlet - Intellistreets provides relay and software.	\$ 325	\$ 325	\$ 325	36	\$ 11,700
LED BANNERS	* ^	IS-LED-BAN	IS.4	24" X 48" Double-Sided LED Banner with 4mm Pitch, Auto-Dim & Cloud Based Software. Mounting Arms Included. Requires 6" Round x .250" Wall Thickness Pole Approved by Intellistreets.	\$ 18,800	\$ 18,800	\$ 18,800	6	\$ 112,800
COLOR-CHANGING FLOOD LIGHT	! #	IS-FLOOD	IS.12	Color Changing Flood Light (85 Watts) - Includes Custom Swivel Bracket and Wireless 4-Color RGBW Color Mixing Software	\$ 2,565	\$ 2,437	\$ 2,315	36	\$ 87,723
PUBLIC ACCESS WI-FI	* ^ #	IS-WIFI-B	IS.17	Cisco MR86 Public Wi-Fi Access Point (Concealed in Base, Requires Stealth Antennas)	\$ 5,700	\$ 5,500	\$ 5,300	6	\$ 34,200
STEALTH ANTENNAS		IS-WIFI-ANT	IS.26.2	(4) Stealth Antennas for Public Access Wi-Fi	\$ 1,890	\$ 1,840	\$ 1,800	6	\$ 11,340

LABOR

TYPE	DESCRIPTION	(1-10)	(11-50)	(51 - 100)	Qty	Extension
SHOP ASSEMBLY	Labor to Assemble and Test All Luminaires and Accessories Functions. (Per Smart Pole or Other Installation Item)	\$ 1,465	\$ 1,465	\$ 1,465	18	\$ 26,370

COMMISSIONING & COORDINATION

TYPE	PART NUMBER	DESCRIPTION	(1-10)	(11-50)	(51 - 100)	Qty	Extension
CLOUD SETUP	IL-CLOUD-SETUP	Setup fee for cloud management per gateway	\$ 1,500	\$ 1,500	\$ 1,500	5	\$ 7,500
DESIGN AND DOCUMENTATION	IL-DES-DWG	Design Lighting Installation and Develop Working Drawings based on Hardware		3%		-	\$ 18,142
TRAVEL AND LODGING	IL-SVC-SITEVISIT	Future Site Visits (Two Designers) - Travel, Lodging and Per Diem billed at cost separately			2,500.00	1	\$ 2,500
COMMISSIONING	IL-SVC-COMMISSIONING	Commissioning includes Training based on Hardware		5%		-	\$ 30,236
FREIGHT	IL-SVC-FREIGHT	Logistics/Freight based on Hardware		6%		-	\$ 36,283

RECURRING MANAGEMENT SERVICES AND SOFTWARE UPDATES (SaaS)

TYPE	PART NUMBER	DESCRIPTION	Monthly	Annual	Qty	Monthly	Annual
GATEWAY SOFTWARE	IL-SVC-MANAGED	Ongoing Management Services (Per Gateway)	\$ 67	\$ 804	5	\$ 335	\$ 4,020
LED BANNER SOFTWARE	IL-SVC-BANNER	Software and Web Management for LED Banner	\$ 15	\$ 180	6	\$ 90	\$ 1,080
PUBLIC ACCESS WI-FI	IL-SVC-WIFI	Software and Web Management for Public Access Wi-Fi	\$ 35	\$ 420	6	\$ 210	\$ 2,520

BASIC TERMS AND WARRANTY WILL BE STATED IN THE SCOPE OF WORK AND QUOTE

1. 50% deposit, 35% upon proof of shipment, balance upon commissioning
2. 7-year limited warranty on all defective LIGHTING parts. 3-year limited warranty on all defective Wi-Fi Access Points and Cameras. 10-Year limited warranty on all finishes and coatings. All other sensors and network devices are manufacturers warranty
3. On-site labor as stated in the Intellistreets quote OR Scope of Work (SOW)
4. Commissioning as stated in the quote
5. Shop drawings approval necessary before order
6. Owner to receive, store and protect all merchandise
7. Annual software maintenance, monitoring- first year billed in advance and annually
8. Travel and lodging as specified in the quote or billed at cost
9. Color of all exposed equipment to be textured black unless otherwise specified
10. Customer will be notified when equipment is ready to ship. Intellistreets can delay shipment for 30 Days or demurrage fees will apply.
11. If shipments are held in Intellistreets inventory, the second billing of 35% will be due fifteen days from the end of 30 day grace period.

NOT INCLUDED

1. Any field installation services other than stated in the quote
2. Taxes, Permits, Freight, Duty, Bonding
3. Small cell equipment or installation
4. Fiber terminations - IS provides fiber terminators, not the labor. IS responsibility ends at the network switch. Connections to the internet or backhaul by others
5. Prices are estimated and may vary upon release of final drawings and plans
6. Sealed drawings or electrical engineering
7. Below grade pier base details or engineering
8. Electrical or internet distribution systems
9. Site visits for construction supervision are not included, and will be available with customer approval

PROFESSIONAL SERVICES

	Day Fee	Hourly	Qty	Extension
Plan view site plans must be submitted to IC for use as background drawings. IC will use these background drawings to place notes for the installing contractor to use. Notes will include an assigned digital address for each luminaire, accessories at each location, and any installation notes	Included		0	\$ -
Shop drawings for product submittal sheets are included in base price of equipment		Included	0	\$ -

CREATIVE LIGHTING DESIGN FEES - Under Separate Agreement

	Day Fee	Hourly	Qty	Extension
Lighting design and engineering drawings in .DWG AND .PDF format. Lighting Design layouts, photometric analysis, one-line drawings for wiring of all Intellistreets modular components and load calculations for all Intellistreets assemblies, is billed hourly or as part of the quote in the SOW. Illuminating Concepts does not seal electrical or structural engineering drawings.		\$ 165.00	0	\$ -

Summary

Project Notes		
	Poles, Luminaires and Bases	\$ 297,000
	Intellistreets, Controls and Networking	\$ 49,957
	Accessories	\$ 257,763
	Labor	\$ 26,370
	Commissioning and Coordination	\$ 58,378
	Freight	\$ 36,283
	First Year Cloud and Management Services	\$ 7,620
	Professional Services	\$ -
	Creative Lighting Design Fees	\$ -
	Total (Taxes Not Included)	\$ 733,371
	Schedule of Payments	
	Total (Taxes Not Included)	\$ 733,371
	50% Deposit	\$ 366,685
	35% Upon Delivery - Net Ten Days	\$ 256,680
	Balance Upon Commissioning or 30 Days After Delivery	\$ 110,006
Recurring Monthly Management Services	\$ 635	
Recurring Annual Management Services	\$ 7,620	

TERMS AND CONDITIONS

1. Intellistreets (IS) is a brand name for components, hardware, and software manufactured or assembled and sold by Illuminating Concepts, Inc. (IC).
2. Illuminating Concepts' drawings are diagrammatic for luminaire type and location of assembly's and associated devices. Exact installation requirements to comply with all codes and regulations to be provided by an Architect of Record, Civil, and structural engineers. The notes herein are meant to clarify the project design intent.
3. IC will provide documentation based on an agreed-upon scope of work and concomitant costs. The IS Scope of Work will take precedence if any contractual conflict occurs.
4. The Customer is to provide all electronic backgrounds necessary for designing Intellistreets lighting and control systems. Civil engineering electronic backgrounds indicating roads, intersections, and existing lighting assembly locations are a typical requirement.
5. IC drawings will include digital addressing, specification sheets, and installation instructions.
6. IC will provide Construction Administration from their offices over electronic and video methods.
7. Owner to insure, receive, store, protect and insure all merchandise after delivery.
8. Orders cannot be cancelled.
9. Outdoor storage is not recommended unless the material is protected from the elements.
10. On-site labor, as stated in the quote, or as authorized by the customer.
11. Commissioning, and training is included.
12. Shop drawings approval by Customer is necessary before ordering.
13. Annual software maintenance, monitoring, and cloud services are included in the Scope of Work and Quote, and annually thereafter, or as stated in the Quote.
14. Travel and lodging as specified in the Quote or billed at cost with prior customer approval.
15. It is recommended that the Customer purchase a small inventory of parts that can be used for emergencies such as accidents or Acts of God.
16. Demurrage fees will be incurred for storing equipment for more than 30 days at the factory, lab or rented facility.
17. Customer is required to provide all IP addresses and permissions to enable Intellistreets communications



30733 WEST TEN MILE RD . FARMINGTON HILLS, MI 48336 . t 248.478.2525 . f 248.478.2568 . ILLUMINATINGCONCEPTS.COM

Today's date, 202

RE: Monitoring, Software Support, Cloud Services

Statement of Work

- 1. **24/7 REMOTE MONITORING SERVICES**
 - a. Continuously monitor the status of all critical system components, network devices, cloud-based appliances, and inputs and outputs of devices where present by utilizing software that provides
 - i. Real-time reporting
 - ii. A dashboard view and drill-down capabilities
 - iii. Automated notifications of failures sent via email or cell phone text message

- 2. **REMOTE TECHNICAL SUPPORT SERVICES**
 - a. Phone and online support provided
 - i. to maintain system functionality
 - ii. to assist the customer with operating the system
 - b. Evaluation and diagnostics conducted to resolve hardware and software issues as they arise
 - c. Remote operations supplied as required to resolve issues
 - d. Hours of operation M-F 8:00 -18:00 Eastern time

- 3. **TRAINING**
 - a. Training for new users to navigate and operate controls through the web-based user interface
 - b. Intermediate training available for current users requiring more advanced training
 - c. Refresher training available as needed
 - d. Training is conducted online M-F 8:00 – 18:00 Eastern by scheduling an appointment with Larry Schirmer by phone at 248-893-2374 or email at larrys@illuminatingconcepts.com

- 4. **SOFTWARE, FIRMWARE, AND SECURITY UPDATES**
 - a. Remote release of scheduled updates as required
 - b. Customer to be notified in advance
 - c. Updates generally occur after midnight

- 5. **HOSTING SERVICES FOR THE FOLLOWING CLOUD-BASED APPLIANCES AS APPLICABLE**
 - a. Push Blue third-party call forwarding software
 - b. Meraki controller
 - c. Digital Signage third-party software
 - d. PTRG/ICRA platform delivering sensor data calls from sensor packages

1. EXCLUSIONS

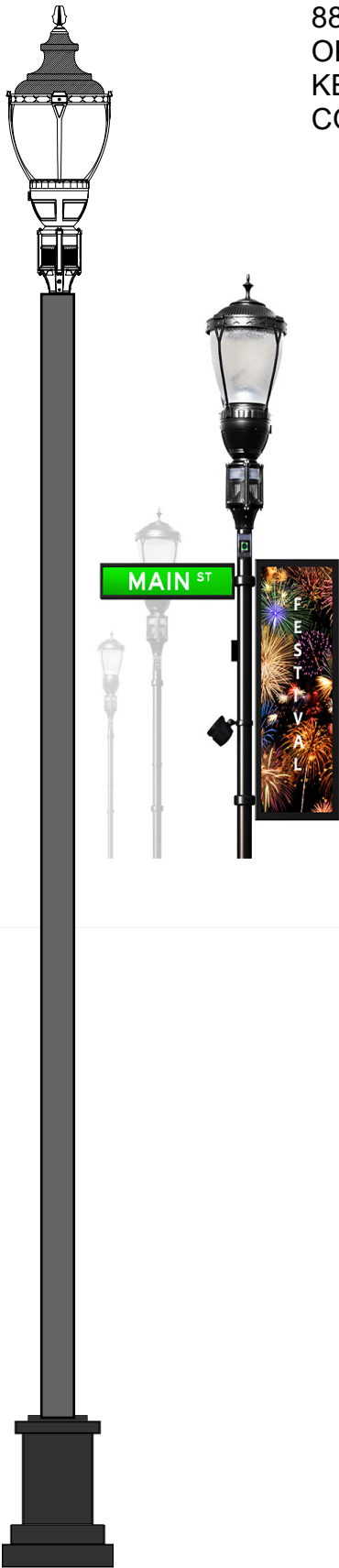
- a. Technical support
 - i. Outside of business hours
 - ii. including but not limited to content creation or updates, special programming, or customer-requested changes to firmware or software to be provided under a separate agreement
 - iii. in-person onsite assessment, repair, installation, or replacement of hardware to be provided under a separate agreement

2. LIMITATIONS

- a. Illuminating Concepts is not responsible for
 - i. the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time
 - ii. Damage or service downtime caused by
 - 1. Acts of God, including but not limited to, war, water, weather, fire, sabotage, terrorist acts, accidents, power problems
 - 2. negligence, or the deliberate or accidental actions of others not affiliated with Illuminating Concepts

Section 7, Item c.

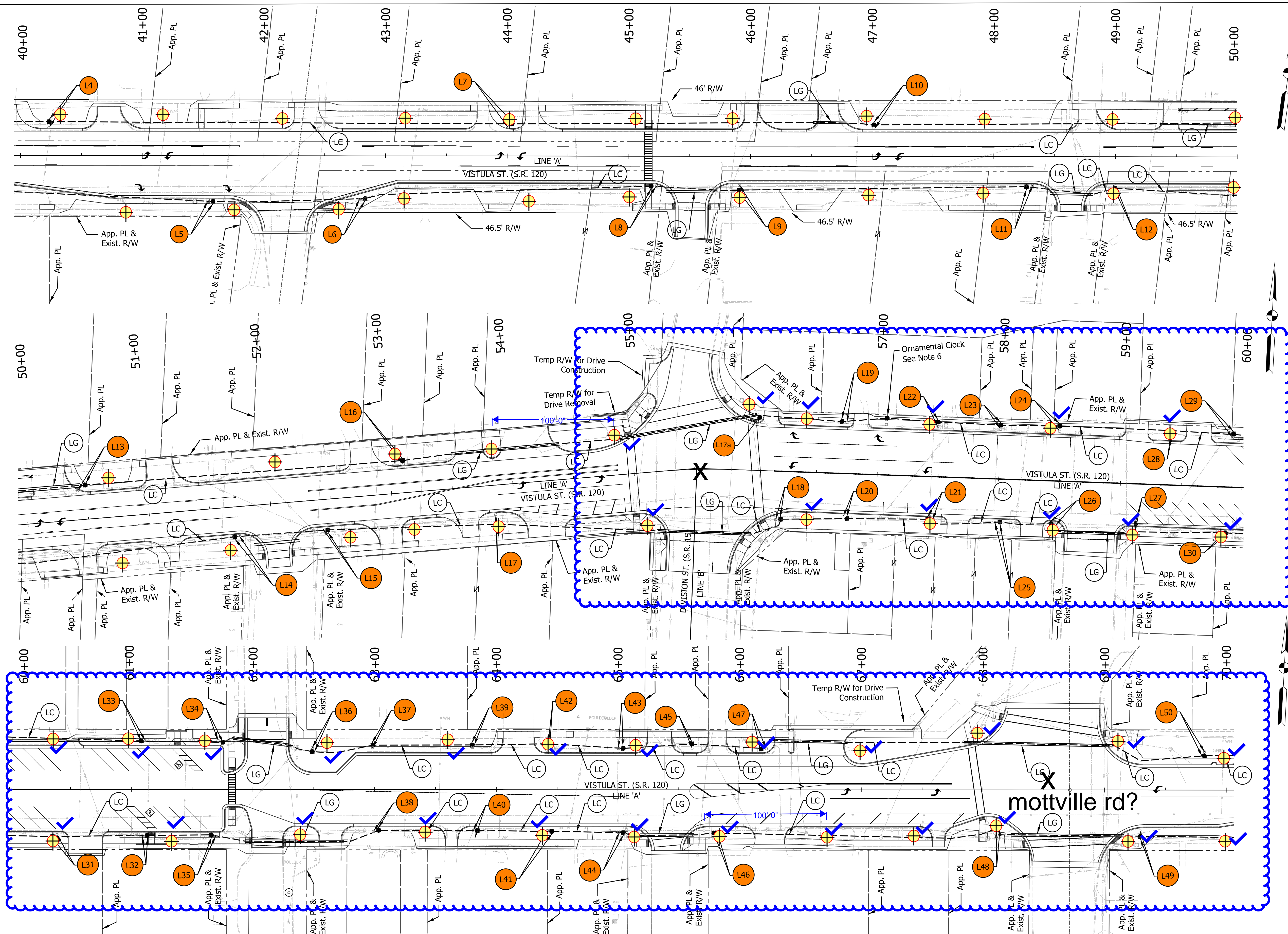
A-880 SR LED
6" 0.250 STRAIGHT FLUTED POLE
WITH 8100 TECH BASE
88 WATT LIGHT ENGINE
OPTICS - TBD
KELVIN 3,000
COLOR TBD



Flexible wireless solutions
integrating energy efficient
lighting, audio, digital signage
and more for your city,
campus or sporting venue.

Intellistreets "How it Works"

X:\Projects\2020\20666\217990_INDOT SR120SR15 Pavement Replacement\01_ConstrDocs\CAD\DWG\07.1_Lighting\SH_T_Lighting_40_02.dwg



66 poles

36 poles and luminaires in highlighted area

Legend

- LC 4 1/4 No. 4 Copper Wire In Plastic Duct
- LG 4 1/4 No. 4 Copper Wire In Plastic Duct In 2" Galvanized Steel Conduit Sleeve
- LP Protect Decorative Lighting
- L# Relocate Decorative Lighting (Unit Number)
- Relocated Light Pole on New Foundation

NOTES

1. The Latest Indiana Department of Transportation Standard Specifications And Current Supplements Thereto to be Used With These Plans, Unless Otherwise Noted In Project Plans or Specifications.
2. All Work Shall Be In Conformance With the National Electrical Code, Latest Edition Adopted By Indiana, The Electrical Code Amendments, National Safety Code, Local/Municipal Codes, and the Authority Having Jurisdiction.
3. Contractor Shall Exercise Caution When Working Near Overhead Power Lines. All Applicable NESC and OSHA Regulations Shall Be Followed.
4. All Conduit Crossing Pavement Shall Extend 5' Beyond Curb or Edge of Pavement.
5. Proposed Wiring On Plans Is Diagrammatic Only. Refer to Unique Special Provision.
6. Ornamental Clock to be Removed and Reset on New Foundation. Replace Power Feed Cable in Like Kind.



NOT FOR CONSTRUCTION
DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: DMS	3/2024	DRAWN: JMF
3/2024		3/2024
CHECKED: RAC	3/2024	CHECKED: RAC
		3/2024

INDIANA DEPARTMENT OF TRANSPORTATION

LIGHTING PLAN

SCALE	ROAD FILE
Horizontal Scale: 1"=40'	
Vertical Scale: N/A	DESIGNATION
	1902645 & 1902646
SURVEY BOOK	SHEETS
ELECTRONIC	84 of 153
CONTRACT	PROJECT
R-46529	1902645 & 1902646



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

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

MEMORANDUM

TO: Town of Bristol, Town Council

DATE: September 27, 2024

SUBJECT: Project Updates

Wastewater Treatment Improvements Project

Crosby Construction has removed all sludge and media from the existing reed beds onsite in the location of the new sequencing batch reactor (SBR). Reed beds have been demolished and concrete hauled offsite. The post aeration structure concrete footers have been poured.

A change order is being presented to complete preliminary net-cost-savings contract adjustments.

Items to Present:

- | | |
|--|---------------|
| 1. Baker Tilly SRF Disbursement Request #10 | \$ 21,000 |
| 2. Commonwealth Engineers SRF Disbursement Request #11 | \$ 12,246 |
| 3. Crosby Construction Pay App #2 SRF Disbursement Request #12 | |
| a. Payment to Contractor | \$ 274,468 |
| b. Payment to Retainage | \$ 14,446 |
| 4. Change Order #1 | |
| a. Contract Cost Adjustment (credit) | \$ (277,020) |
| b. Additional Contract Time | 90 days |

SRF Disbursement Request Form

Section 7, Item e.

Participant Information

Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001
UEI #:	NF3SQSFKCC57	CCR Number:	870T8
		Request Number:	10
Mailing Address:	308 E. Vistula Street, PO Box 122		
City:	Bristol	State:	IN
		ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007

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

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

Loan Information

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

Loan Financial Information

Original Loan Amount:	\$	28,265,000
Total Amount of Previous Disbursements:	\$	2,179,471
Balance Available After this Disbursement:	\$	26,064,529
Amount to Contractor for this Request:	\$	21,000

Is any part of this request a partial or final release of retainage to the contractor?				<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contractor Name:	Baker Tilly Municipal Advisors, LLC	DUNS #:	117441070		
Mailing address:	8365 Keystone Crossing, Suite 300				
City:	Indianapolis	State:	IN	ZIP Code:	46240

Wiring Information:

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

Retainage Amount for this Request:	\$	0
------------------------------------	----	---

Participant requests that the retainage amount be held by SRF:	<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:	<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:	<input type="checkbox"/>

Bank Name:	US Bank, Milwaukee, WI	Bank Routing Number:	075000022
Account Name:	Baker Tilly Municipal Advisors, LLC	Account Number:	182380578936

Total Amount of this Request:	\$	21,000
-------------------------------	----	--------

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

Authorized Representative Signature:	Date:	
--------------------------------------	-------	--

For Internal Use Only:

Approved By:	Date:	GPR Amount:	\$	Lead Amount:	\$
--------------	-------	-------------	----	--------------	----

Revised on Feb. 7, 2019

Baker Tilly Municipal Advisors, LLC
 8365 Keystone Crossing Suite 300
 Indianapolis, IN 46240 • (317) 465-1500



Section 7, Item e.

Bristol Municipal Sewer Utility

303 East Vistula Street
 Bristol, IN 46507

Invoice Date: August 8, 2024
Invoice Number: BTMA27027
Client Number: 211497

INVOICE

AMOUNT

INVOICE	AMOUNT
<p>Fees</p> <p>For additional professional services rendered per an amended agreement dated July 11, 2024 with regard to the issuance of the sewage works revenue bonds through the SRF program. This is a final invoice.</p> <p>We have increasingly experienced delays in postal delivery times for mailed checks. We encourage you to pay invoices electronically per the ACH instructions below. If you do mail a check, please confirm the correct Baker Tilly vendor mailing address is used per the below. Please include the invoice # on your payment.</p>	<p>\$21,000.00</p>
Fees Total:	\$21,000.00
Expenses Total:	\$0.00
Invoice Total:	\$21,000.00

For questions, please contact Nikia Johnson at (317) 465-1500.

Balance is payable upon receipt or previously agreed upon terms.

<p>Please ACH or wire payment to:</p> <p>US Bank, Milwaukee, WI Routing No: 075000022 Account No: 182380578936 Reference #: BTMA27027</p>	<p>Or send payment to:</p> <p>Baker Tilly Municipal Advisors, LLC PO Box 957915 St. Louis, MO 63195-7915</p>	<p>Reference:</p> <p>Client Number: 211497 Invoice Number: BTMA27027 Amount Enclosed: \$ _____</p>
---	---	---

SRF Disbursement Request Form

Section 7, Item f.

Participant Information					
Name:	Town of Bristol Municipal Sewage Works	SRF Loan Number:	WW22532001		
UEI #:	NF3SQSFKCC57	CCR Number:	870T8	Request Number:	11
Mailing Address:	308 E. Vistula Street, PO Box 122				
City:	Bristol	State:	IN	ZIP Code:	46507-9489
Contact Person:	Mr. Mike Yoder	Contact Phone Number:	574-848-4853		
Authorized Representative:	Ms. Cathy Antonelli	Authorized Representative Phone Number:	574-848-7007		
If requesting reimbursement to the Participant by wire transfer please provide the following information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Loan Information					
Description of work for which claim is being made (services, fees, type of work, etc.):		Professional Engineering Service Fees			
Is any part of this claim funded by an alternate funding source?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If yes, please identify the source and amount of the claim funded by the alternate source (OCRA, SAP, Local					\$
Is any part of this claim funded by the Indiana Brownfields Program?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Has the Participant paid the request and is now seeking reimbursement?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is any part of this claim a result of a change order? If yes, please attach the SRF change order approval letter.					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there Green Project Reserve components involved in this request? If yes, please describe:					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are there any Lead Line replacement components in this request?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Loan Financial Information					
Original Loan Amount:			\$	28,265,000	
Total Amount of Previous Disbursements:			\$	2,200,471	
Balance Available After this Disbursement:			\$	26,052,283	
Amount to Contractor for this Request:			\$	12,246	
Is any part of this request a partial or final release of retainage to the contractor?					<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contractor Name:	Commonwealth Engineers, Inc.	DUNS #:	079578639		
Mailing address:	7256 Company Drive				
City:	Indianapolis	State:	IN	ZIP Code:	46237
Wiring Information:					
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Retainage Amount for this Request:			\$	0.00	
Participant requests that the retainage amount be held by SRF:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the Participant via check to the mailing address listed above:					<input type="checkbox"/>
Participant requests that the retainage amount be sent to the following bank:					<input type="checkbox"/>
Bank Name:		Bank Routing Number:			
Account Name:		Account Number:			
Total Amount of this Request:			\$	12,246	
The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s), that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Department of Labor requirements of 29 CFR 5.5(a)(1), and are in compliance with SRF incentive programs.					
Authorized Representative Signature:			Date:		
For Internal Use Only:					
Approved By:		Date:		GPR Amount: \$	Lead Amount: \$



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

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

Invoice number 60647
 Date 08/31/2024

Project S22145 Bristol - Wastewater Treatment
 Plant Improvements Project

For Basic Engineering Services rendered through July 31, 2024

Task Order 2022-01 signed 10/20/22

Task Order 2023-02 signed 09/21/23

Task Order 2024-02 signed 08/15/24

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

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

Construction

Professional Fees

	Hours	Billed Amount
Project Manager III	2.50	782.35
Project Manager II	4.50	1,148.46
Project Engineer I	21.00	3,821.38
Engineering Intern I	14.50	1,989.40
Designer III	3.00	553.32
Clerical II	2.00	209.87
Reproduction Processor	11.25	1,082.50
Professional Fees subtotal	58.75	9,587.28

Reimbursable Expenses

	Units	Billed Amount
Miles	124.00	95.54
Parking / Toll Fees		2.30
Reimbursable Expenses subtotal		97.84

Consultant

	Billed Amount
Architectural Consultant CMID, Inc.	2,137.86
Consultant subtotal	2,137.86

Construction subtotal

Section 7, Item f.

Resident Project Representative

Professional Fees

	Hours	Billed Amount
Construction Manager	2.00	422.94
Professional Fees subtotal	2.00	422.94
Resident Project Representative subtotal		422.94

Invoice total 12,245.92

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PRELIMINARY DESIGN	512,000.00	512,000.00	512,000.00	0.00	0.00
FINAL DESIGN	417,000.00	417,000.00	417,000.00	0.00	0.00
ADDITIONAL FINAL DESIGN	34,300.00	34,300.00	34,300.00	0.00	0.00
BIDDING OR NEGOTIATING	51,300.00	51,294.94	51,294.94	5.06	0.00
CONSTRUCTION	140,000.00	20,137.88	31,960.86	108,039.14	11,822.98
ADDITIONAL CONSTRUCTION ENGINEERING	70,000.00	0.00	0.00	70,000.00	0.00
RESIDENT PROJECT REPRESENTATIVE	255,000.00	0.00	422.94	254,577.06	422.94
ADDITIONAL RESIDENT PROJECT REPRESENTATIVE	300,000.00	0.00	0.00	300,000.00	0.00
Total	1,779,600.00	1,034,732.82	1,046,978.74	732,621.26	12,245.92

CHANGE ORDER NO.: 1

Owner:	Town of Bristol	Owner's Project No.:	WW22532001
Engineer:	Commonwealth Engineers, Inc.	Engineer's Project No.:	S22145
Contractor:	Crosby Construction	Contractor's Project No.:	24105-01
Project:	WWTP Improvement Project		
Contract Name:	WWTP Improvement Project		
Date Issued:	Effective Date of Change Order:		

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

Description: Alternate MA-4 Value Adjustment, Wage Scale Change, ASH Tank Patching via T&M, Flexible Time Extension of 90 Days for the Creation of 150k Allowance

Attachments: Recommendation Letter, Change Order Breakdown Memo, and Contractor correspondence.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>24,293,749.00</u>	Original Contract Times: Calendar days Substantial Completion: <u>630</u> Ready for final payment: <u>30</u>
{Increase} [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ <u>N/A</u>	{Increase} [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>24,293,749.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>630</u> Ready for final payment: <u>30</u>
{Increase} [Decrease] this Change Order: \$ <u>277,020.00</u>	{Increase} [Decrease] this Change Order: Substantial Completion: <u>90</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>24,016,729.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>720</u> Ready for final payment: <u>30</u>

Town of Bristol
WWTP Improvements Project
Change Order #1

Recommended by Engineer (if required)
By: Amy Mendoga
Title: Project Engineer
Date: 9/17/24

Authorized by Owner
By: _____
Title: _____
Date: _____

Accepted by Contractor
By: [Signature]
Title: President
Date: 9/19/2024

Approved by Funding Agency
(if applicable)
By: _____
Title: _____
Date: _____



September 16, 2024

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

**RE: Job Number S22145
WWTP Improvement Project
Proposed Change Order No. 1**

Dear Mr. Yoder:

Enclosed, please find the proposed Change Order No. 1 (CO #1) for the Town of Bristol's consideration and approval.

This CO #1 includes a net contract price reduction of \$277,020 and increased contract time of 90 days resulting in a new total contract price of \$24,016,729 and an additional 90 days that can be applied to the completion of any part of the contract; this extends the overall completion from a total of 630 days to 720 days.

Recommendation

We have reviewed and determined the following information to be accurate. The proposed change consists of the following:

- Alternate MA-4 Bid Price Correction
- Wage Scale Change
- ASH Tank Patching via T&M
- Flexible Time Extension of 90 Days for the Creation of \$150k Allowance

Further details can be found in the attached memorandum. We recommend acceptance of this change order. The table below provides a summary of components included within this change order:

Description	Cost Change	Time Extension (Days)	Summary Notes
Alternate MA-4 Value Adjustment	-\$156,100.00	0	An error in the bid was corrected.
Wage Scale Change	\$18,580.00	0	Wage scale increased to an additional \$1/hour between the bid date and closing on SRF loan.
ASH Tank Patching via T&M	-\$139,500.00	0	The Contractor recommended time and material pricing rather than base bid pricing to save cost.
Flexible Time Extension of 90 Days for the Creation of \$150k Allowance	\$0	90	Contract extension in exchange for a \$150k allowance.
Total:	-\$277,020.00	90	

If you have any questions, please feel free to contact us.

Sincerely,

COMMONWEALTH ENGINEERS, INC.



Amy Mendoza, P.E.



100 East Wayne St., Suite 315
South Bend, IN 46601
PH: (574) 800-7177

CHANGE ORDER SUMMARY MEMORANDUM

DATE: September 16, 2024

SUBJECT: Wastewater Treatment Plant Improvements
Work Item Breakdown for Change Order No. 1

Change Order No. 1 for this project contains a net cost decrease. The cost decrease is associated with modifications to the original contract including a correction of pricing for Alternate MA-4, an increase due to wage scale change, revising the payment method for rehabilitation of the ASH tank, and a flexible time extension. The Engineer has determined that the area of cost is necessary for the project to be completed following federally-required wage scale, and the areas of cost savings are not detrimental to optimal completion of the project.

The attached request for change documents the net cost savings described below.

1) Alternate MA-4 Bid Price Correction

The bid tab value for Item MA-4 was incorrectly submitted by the Contractor. A communication error resulted in double-counting the markup on the equipment from the vendor. This adjustment reflects a cost savings of \$156,100.00 and no additional contract time.

2) Wage Scale Change

SRF contracts are subject to a 90-day bid hold period, but the Town was unable to close on the SRF loan until beyond the 90-day bid hold period. The Davis Bacon wage scale increased between the bid date and SRF loan closing. The updated wage scale was provided to the Contractor, reflecting an additional \$1.10 per hour for laborers. The Contractor submitted the associated increase which was reviewed by Engineer and appears accurate and fair. This change reflects an additional cost of \$18,580.00 and no additional contract time.

3) ASH Tank Patching via T&M

The base bid of the project includes rehabilitation of the aerobic sludge holding (ASH) tank and the existing primary clarifier being converted to an ASH tank based on estimated quantities provided in the plans. As a cost saving measure, the Contractor recommended payment for the rehabilitation on a time and material (T&M) basis. The Contractor explained that the bid pricing was likely higher than necessary due to the risks associated with unknown labor required to complete the repairs. This change results in a reduction of \$139,500.00 and does not require any additional contract time. A future change order will be issued to pay for the rehabilitation on a T&M basis.

4) Flexible Time Extension of 90 Days for the Creation of \$150k Allowance

The Contractor submitted a proposed flexible time extension of 90 days, in exchange for a \$150k credit, to alleviate time constraint the Contractor felt existed between the completion of the new plant and the demo of the existing plant. The Contractor had included additional cost in their bid if the project was delayed by 90 days. The Contractor has requested the additional time be applicable to any part of the work, and the allowance can be used for construction changes. If the allowance is not used, it will be released into the general contingency. The Engineer has consulted with the Town, and both consider the extension to be reasonable and feasible. This change results in a net cost of \$0.00 and an additional 90 days of contract time.

The table below provides a summary of components included within this change order:

Description	Cost Change	Adjustment in Contract Time (Calendar Days)
Alternate MA-4 Bid Price Correction	-\$156,100.00	0
Wage Scale Change	\$18,580.00	0
ASH Tank Patching via T&M	-\$139,500.00	0
Flexible Time Extension of 90 Days for \$150k Allowance	\$0	90
Total:	-\$277,020.00	90

ALTERNATE MA-4 BID ITEM CORRECTION

From: Darren Wells,
PE, BCEE, ENV
SP

Sent: Wednesday,
February 7,
2024 11:13
AM

To: Amy
Mendoza, PE;
Andrew
Robarge, PE
(IN, IL); Sarah
Litsheim

Subject: Bristol - LS 10
bid number

Good news – please see below. This will need to be included in any VE/deductive change order issuance.

Darren Wells, PE, BCEE, ENV SP | Associate, Senior Project Manager
 T: 800-289-1177 | D: 317-296-7947 | M: 317-508-1171
 Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA
 Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY



From: Mike Mattingly <Mattingly@recrosby.com>
Sent: Wednesday, February 7, 2024 10:29 AM
To: Darren Wells, PE, BCEE, ENV SP <dwells@contactcei.com>
Subject: RE: Bristol - VE

Darren,

For LS-10, the number should have been \$168,900.

Thanks!

Michael R. Mattingly
 PRESIDENT

mattingly@recrosby.com
 O:(260) 432-5114 C:(260) 410-8270
WWW.RECROSBY.COM



WAGE SCALE ADJUSTMENTS

Date: 7/24/2024		Description:					Wage Rate Adjustments					Job: Bt						
Description	Qty.	B	H	L	TOT.	UM	Crew	MH	UM	UPL	Labor	UPM	Materials	UP JE	Job Exp.	UPS	Subcontracts	Totals
Project Manager										\$ 135	0							0
Site Supervision / As-Built										\$ 92.00	0							0
Layout										\$ 92.00	0							0
Tools / Equipment										\$ 76.00	0							0
Dumpster / Cleanup										\$ 76.00	0							0
Mobilization										\$ 76.00	0							0
Temp. Utilities / Office / Fuel										\$ 76.00	0							0
Winter Protection										\$ 76.00	0							0
Testing										\$ 76.00	0							0
											0		0					0
											0		0					0
											0		0					0
Crosby Construction - Labor Utility Rate (\$1.10 increase)					11680	HRS				\$ 1.10	12848		0					12848
											0		0					0
Niblock Excavating - Labor Utility Rate (Increase + 15% OHP)					2470	HRS					0		0				3125	3125
											0		0					0
Beaty Construction - Labor Utility Rate (Increase + 15% OHP)					270	HRS					0		0				342	342
											0		0					0
											0		0					0
											0		0					0
											0		0					0
											0		0					0
											0		0					0
											0		0					0
											0		0					0
Subtotal											12848		0		0		3467	16315
Sucontractor Bond																0	0	0
Tax - General Condition Items ONLY																7%	0	0
Project Insurance																0	0	0
Builders Risk																0	0	0
Job Bond															1%	164	164	164
Architectural															0%	0	0	0
Sub Total											12848		0		0		3631	16479
OverHead & Profit															L&M Columns	15%	1927	1927
OverHead & Profit															Subcontractor Column	5%	173	173
Total Job											12848		0		0		5732	18580

ASH TANK REPAIRS INCLUDED IN BID



RE: Change Order #1

From Mike Mattingly <Mattingly@recrosby.com>

Date Thu 9/19/2024 9:02 AM

To Amy Mendoza, PE (IN) <amendoza@contactcei.com>; Luke Parrish <lparrish@recrosby.com>

Amy,

The amount we offered was based on what we figured in our base bid, which wasn't based on the unit prices on the bid form.

There was 1,500 SF of patching and for our base bid estimate we figured \$93 / SF. Total credit should be (\$139,500).

Thanks!

Michael R. Mattingly

PRESIDENT

mattingly@recrosby.com

O:(260) 432-5114 C:(260) 410-8270

WWW.RECROSBY.COMWWW.RECROSBY.COM



From: Amy Mendoza, PE (IN) <amendoza@contactcei.com>

Sent: Wednesday, September 18, 2024 3:35 PM

To: Luke Parrish <lparrish@recrosby.com>

Cc: Mike Mattingly <Mattingly@recrosby.com>

Subject: Re: Change Order #1

Hi Luke,

That came from the quantities of the rehab items from the plans and applying the unit price from the bid (table outlining it attached). Let me know if you'd use a different cost, this might be missing something. I just now thought to look at your schedule of values and I see you have some different numbers. Just let me know how to revise and I can.

Thanks!

Section 7, Item g.

Amy Mendoza, PE (IN)
Project Engineer

T: 800-289-1177 | D: 219-900-9104

Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA

Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY



From: Luke Parrish <lparrish@recrosby.com>
Sent: Wednesday, September 18, 2024 2:12 PM
To: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Cc: Mike Mattingly <Mattingly@recrosby.com>
Subject: Change Order #1

Amy,

For the Ash Tank repairs just wanted to qualify where the \$147,000 number came from. Please advise and thank you!

Luke Parrish
Project Manager

Cell: (260) 413-0461

Work: (260) 432-5114

Email: lparrish@recrosby.com



FLEXIBLE TIME EXTENSION

From: Mike Yoder
<mikeyoder@BristolIndiana.org>
Sent: Friday, July 26, 2024 10:52 AM
To: Amy Mendoza, PE (IN); Bristol Sewer
Cc: Jill Swartz; Jeremy Hardy, PE (IN); Andrew Robarge, PE (IN, IL); Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP
Subject: RE: WW Project Time Extension for Credit

I can approve the flexible times extension.

Mike Yoder
Town Manager | Bristol Indiana
574-298-3331
[Bristol](#)
Stay up to date with Bristol information by downloading the Our Town Bristol Ind. app on your smart phone.

From: Amy Mendoza, PE (IN) <amendoza@contactcei.com>
Sent: Friday, July 26, 2024 10:42 AM
To: Mike Yoder <mikeyoder@BristolIndiana.org>; Bristol Sewer <BristolSewer@BristolIndiana.org>
Cc: Jill Swartz <jillswartz@BristolIndiana.org>; Jeremy Hardy, PE (IN) <jhardy@contactcei.com>; Andrew Robarge, PE (IN, IL) <arobarge@contactcei.com>; Darren S. Wells, PE (IN, KY, IL, OH, WI), BCEE, ENV SP <dwells@contactcei.com>
Subject: WW Project Time Extension for Credit

Hi Mike and Tim,

When we were discussing Value Engineering ideas with Crosby for the WWTP project, they let us know that they had included some additional cost in their bid for liquidated damages that they anticipated occurring between the completion of the new plant and demo of the old plant. They have offered up this additional cost (\$150,000) in exchange for a flexible 90-day time extension to the project. This would allow them to use that additional time in any part of their contract. The allowance would be available for construction changes and if unused, would be released into general contingency.

We do want to note that this extension will likely result in some additional cost for our inspector to be onsite (if needed) and for construction engineering as needed during that additional period. We can likely minimize this by having our inspector offsite during the startup period of the new plant if possible.

Please let us know if you have any questions and if you're okay with pursuing this. If you approve, I plan to use your email response as documentation in a future change order to establish this. To be clear, the change order would be a zero dollar change and plus 90 days. The \$150k would be assigned to an allowance.

Thanks!

Amy Mendoza, PE (IN)
Project Engineer
T: 800-289-1177 | D: 219-900-9104
Corporate Office: 7256 Company Dr., Indianapolis, IN, 46237, USA
Regional Offices: Crown Point, Evansville, Fort Wayne, Indianapolis North, and South Bend, IN | Bowling Green, KY



This message and any attachments contain confidential information and are intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail and all attachments from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required, please request a hard-copy version.



September 30, 2024

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

RE: TOWN OF BRISTOL DEVELOPMENTAL STANDARDS

Dear Mr. Yoder:

Thank you for contacting Jones Petrie Rafinski (JPR) regarding the above-referenced project. We have appreciated being able to be of service to you in the past and look forward to working with you on this project.

Understanding of the Assignment:

JPR understands that The Town of Bristol wishes to establish a set of Bristol specific development standards. These standards will be based upon the County zoning ordinance and will be applied to any new or redevelopment project within the Town Limits of Bristol, Indiana.

JPR has extensive knowledge of the County standards and has assisted the Town through the review of recent development projects within the Town. We are happy to assist with this work and we are pleased to provide the following scope of services.

As discussed, we do not expect to develop a town-specific zoning or development ordinance and will concentrate only on items specific to the Town's needs and requirements that are not represented in the County ordinance or topics that conflict with the Town's approach to development projects.

Scope of Services:

Task 1 – Kick-off Meeting:

Upon receiving the Notice to Proceed, JPR will facilitate a kick-off meeting to discuss the project goals and objectives and collect input as to any issues with the Elkhart County Standards, and potential needs for specific residential, commercial, and industrial standards within the Town limits. JPR will use the information from this meeting to refine and formulate the total anticipated work and fee for procuring a working Development Standards document.

Task 2 – Prepare Draft Development Standards:

JPR expects to carefully analyze the current county ordinance in regard to compatibility with the typical land uses within the town that have proven to be challenging. Specifically, we will concentrate on business uses only.

JPR will identify specific areas within the county ordinance that are known to be in conflict with the specific land use conditions typical to the semi-urban environment. This could include certain agricultural practices, the keeping of livestock, utility buildings in residential areas, etc.

Project representatives will also conduct a review relative to business development standards that are compatible with the Town's vision for its future business parks, entry corridors, and impacts on nearby residents. Understanding these general concepts the JPR planning staff will consider the following specific categories that may need careful consideration.

1. Commercial development standards concentrating on:
 - A. Signage (on and off-site)
 - B. Downtown re-development
 - C. Primary corridor adjacent security fencing
 - D. Primary corridor adjacent storage areas
 - E. Lighting (all)
 - F. Storage and parking area surface requirements
 - G. Noise, and vibration control requirements
2. Review and recommendations for the establishment of the Town's urban services area, area of urban influence, and 20-year annexation plan.
3. JPR will carefully prepare guidance documents and specific zoning, and development standards overlay summary suitable for adoption by the Town and inclusion in the Town's current code.
4. We expect to present the draft document in the 60%, 90%, and final form to the Council, in public sessions, as directed or requested by the Town. The JPR team Will also assist with the preparation and approval of an appropriate adopting ordinance in support of the completed work.
5. JPR will also expect to provide implementation of a specific webpage to be posted to the Town's website that will allow full access and use by the public following the adoption of the overlay standards.

Beyond the above, JPR would recommend the Town consider the development of a review process that provides a clear pathway for development review and approval by the Town. While not meant to circumvent the permitting process provided by the County, this step would simply assure that the Town standards are being addressed within the permitting sequence. This could include the development of an introductory form, a technical review committee, and a fee schedule.

Project Deliverables and Anticipated Timeline:

JPR will provide a digital copy of the adopted Final Development Standards in both Word and PDF including all applicable maps and figures. Two hard copies of the final document will also be provided. Additional hard copies of the document could be provided subject to a printing and collation charge.

JPR would anticipate our involvement in the contemplated scope of work to take between 120 to 180 days from the notice to proceed. This timeframe is necessary as we will have to coordinate with various Town staff members, Council members, and County representatives.

JPR will make two sets of revisions, one at 60% and the second at 90% milestones, based on the consolidated comments of all interested parties. Any further revisions or changes will be charged at our hourly rate or a negotiated fee.

JPR commits to process the work and advance the approvals in a productive and efficient manner. The project manager will continually update you during the entirety of our involvement.

Project Fees:

The estimated fees for the above services are estimated as follows:

1.	Review of current Town ordinances (related to development processes)	\$1,500
2.	Development of residential and commercial development standards (draft)	\$6,200
3.	Conduct review/staff/Council	\$2,100
4.	Prepare pre-final development standards and review with Elkhart County (60%)	\$3,500
5.	Final draft (90%)	\$6,200
6.	Provide public presentations (Town Council)	\$600
7.	Prepare final overlay standards and submit to Elkhart County	\$1,600
8.	Plan Commission Hearing	\$500
9.	County Commissioners Hearing	\$500
10.	Bristol Council Adoption	\$500
11.	Provide electronic and hard copy format	N/C
	Total Estimated Fee	\$23,200

Note: Final fee and scope of work may be further refined following the kick-off meeting and feedback received.

Reimbursable Expenses:

JPR recommends this work be completed using an “allowance” in lieu of the scope that will likely develop as the work is processed. There are no anticipated reimbursable expenses associated with this scope of work.

Exclusions:

Please be advised that the services and fees quoted above do not include the following activities:

- Out-of-scope services (work will not commence on any out-of-scope services unless and until approved by client)
- Any other service not specifically described within the above scope of work.
- Public Surveys.

Jones Petrie Rafinski appreciates the opportunity to be of service on this project and is prepared to commence work immediately upon your acceptance of this proposal. Since the project will be ongoing, our services will be billed monthly. Payment is due upon receipt of our invoice. Should you have any questions or comments concerning our services or charges during the course of the work, please bring them to our attention immediately so that any problem can be resolved quickly.

If you have any questions about this proposal, please do not hesitate to contact me. If acceptable, please execute the proposal by signature, where indicated, and return a copy to my attention by either mail or email at kenjones@JPR1Source.com.

Again, thank you very much for this opportunity. We look forward to being of service.

Sincerely,



Kenneth K. Jones, PS
President

DEFINING TOWN OF BRISTOL DEVELOPMENT STANDARDS PROPOSAL
ACCEPTANCE

This proposal is hereby accepted and authorization to proceed is granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

Contractor's Application for Payment No. **1**

Section 7, Item i.

Project: Town of Bristol Water System Improvements - Contract A
 Owner: Town of Bristol
 Contractor: Niblock

For work completed through:

September 28, 2024

Change Order Summary

Change Order no.	Additions	Deductions
Totals	\$ -	\$ -
Net change by change orders	\$ -	\$ -

Original Contract Price	\$	5,987,307.00
Net change by change orders	\$	-
Current Contract Price	\$	5,987,307.00
Total Work installed	\$	117,500.00
Total, Materials stored on site	\$	-
Total, Installed and stored	\$	117,500.00
Retainage		
5% of work completed	5% \$	5,875.00
5% of stored Materials	5% \$	-
Total retainage	\$	5,875.00
Amount Eligible to date:	\$	111,625.00
Less Previous Payments	\$	-
Amount Due	\$	111,625.00
Balance to finish	\$	5,875,682.00

Contractor's Certification


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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Recommends Payment of: **\$111,625.00**

Signature  Date **10/02/2024**

Contractor Signature  Date **10/02/2024**

Owner approves payment of: \$ _____

Signature _____ Date _____

Contractor's Application for Payment No. 1

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

Progress Worksheet

ITEM NO.	DESCRIPTION	Original Contract Quantity	Revised Contract Quantity	Unit	Original Contract Unit Price	Revised Contract Unit Price	Original Contract Value	Revised Contract Value	Installed this period	Installed previous period	Installed to date	Value of work installed to date
Mandatory Bid Alternate A1												
A1 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$ 122,500.00	\$ 122,500.00	\$ 122,500.00	\$ 122,500.00	0.50	-	0.50	\$ 61,250.00
A1 2.1	Construction Staking	1	1	LSUM	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	-	-	-	\$ -
A1 3.1	Erosion Control	1	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	-	-	-	\$ -
A1 4.1	Tower & Well Site Clearing	1	1	LSUM	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	0.75	-	0.75	\$ 56,250.00
A1 5.1	Dewatering	1	1	LSUM	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	-	-	-	\$ -
A1 6.1	Maintenance of Traffic	1	1	LSUM	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	-	-	-	\$ -
A1 7.1	10" C900 PVC Water Main	1,630	1,630	LFT	\$ 97.50	\$ 97.50	\$ 158,925.00	\$ 158,925.00	-	-	-	\$ -
A1 7.2	8" C900 PVC Water Main	3	3	LFT	\$ 95.00	\$ 95.00	\$ 285.00	\$ 285.00	-	-	-	\$ -
A1 7.3	6" C900 PVC Water Main	40	40	LFT	\$ 65.50	\$ 65.50	\$ 2,620.00	\$ 2,620.00	-	-	-	\$ -
A1 8.1	10" Gate Valve & Box	9	9	EA	\$ 4,775.00	\$ 4,775.00	\$ 42,975.00	\$ 42,975.00	-	-	-	\$ -
A1 8.2	8" Gate Valve & Box	1	1	EA	\$ 3,335.00	\$ 3,335.00	\$ 3,335.00	\$ 3,335.00	-	-	-	\$ -
A1 8.3	6" Gate Valve & Box	2	2	EA	\$ 2,435.00	\$ 2,435.00	\$ 4,870.00	\$ 4,870.00	-	-	-	\$ -
A1 9.1	2" PE CTS Water Service	390	390	LFT	\$ 45.00	\$ 45.00	\$ 17,550.00	\$ 17,550.00	-	-	-	\$ -
A1 9.2	2" Water Service Curb Stop Assembly	1	1	EA	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	-	-	-	\$ -
A1 9.3	1" PE CTS Water Service	1,610	1,610	LFT	\$ 41.50	\$ 41.50	\$ 66,815.00	\$ 66,815.00	-	-	-	\$ -
A1 9.4	1" Water Service Curb Stop Assembly	32	32	EA	\$ 1,890.00	\$ 1,890.00	\$ 60,480.00	\$ 60,480.00	-	-	-	\$ -
A1 10.1	Fire Hydrant Assembly - Type 1	6	6	EA	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00	-	-	-	\$ -
A1 10.2	Fire Hydrant Assembly Removal	4	4	EA	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	-	-	-	\$ -
A1 11.1	10" DI 90 Deg. Bend	1	1	EA	\$ 1,285.00	\$ 1,285.00	\$ 1,285.00	\$ 1,285.00	-	-	-	\$ -
A1 11.2	10" DI 45 Deg. Bend	6	6	EA	\$ 1,065.00	\$ 1,065.00	\$ 6,390.00	\$ 6,390.00	-	-	-	\$ -
A1 11.3	10" DI 22.5 Deg. Bend	2	2	EA	\$ 1,050.00	\$ 1,050.00	\$ 2,100.00	\$ 2,100.00	-	-	-	\$ -
A1 11.4	12" x 10" Tapping Valve & Sleeve	1	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	-	-	-	\$ -
A1 11.5	10" x 10" Tee Fitting	1	1	EA	\$ 2,375.00	\$ 2,375.00	\$ 2,375.00	\$ 2,375.00	-	-	-	\$ -
A1 11.6	10" x 8" Reducer Fitting	1	1	EA	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	-	-	-	\$ -
A1 11.7	10" x 6" Tee Fitting	2	2	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	-	-	-	\$ -
A1 11.8	10" Plug	1	1	EA	\$ 630.00	\$ 630.00	\$ 630.00	\$ 630.00	-	-	-	\$ -
A1 11.9	8" x 8" Tee Fitting	1	1	EA	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	\$ 1,690.00	-	-	-	\$ -
A1 11.10	6" x 6" Tapping Valve & Sleeve	1	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	-	-	-	\$ -
A1 11.11	6" DI 90 Deg. Bend	1	1	EA	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	-	-	-	\$ -
A1 12.1	INDOT Pavement Restoration - HMA Surface	16	16	TON	\$ 250.00	\$ 250.00	\$ 4,000.00	\$ 4,000.00	-	-	-	\$ -
A1 12.2	INDOT Pavement Restoration - HMA Intermediate	25	25	TON	\$ 200.00	\$ 200.00	\$ 5,000.00	\$ 5,000.00	-	-	-	\$ -
A1 12.3	INDOT Pavement Restoration - HMA Base	96	96	TON	\$ 150.00	\$ 150.00	\$ 14,400.00	\$ 14,400.00	-	-	-	\$ -
A1 12.4	INDOT Pavement Restoration - Compacted Subgrade Type 1C	115	115	TON	\$ 55.00	\$ 55.00	\$ 6,325.00	\$ 6,325.00	-	-	-	\$ -
A1 13.1	Local Roadway Pavement Restoration - HMA Surface	4	4	TON	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	-	-	-	\$ -
A1 13.2	Local Roadway Pavement Restoration - HMA Intermediate	7	7	TON	\$ 200.00	\$ 200.00	\$ 1,400.00	\$ 1,400.00	-	-	-	\$ -
A1 13.3	Local Roadway Pavement Restoration - HMA Base	7	7	TON	\$ 150.00	\$ 150.00	\$ 1,050.00	\$ 1,050.00	-	-	-	\$ -
A1 13.4	Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base	13	13	TON	\$ 80.00	\$ 80.00	\$ 1,040.00	\$ 1,040.00	-	-	-	\$ -
A1 14.1	SR 120 Streetscape - 4" Sidewalk	940	940	SYD	\$ 85.00	\$ 85.00	\$ 79,900.00	\$ 79,900.00	-	-	-	\$ -
A1 14.2	SR 120 Streetscape - 9" PCCP	150	150	SYD	\$ 175.00	\$ 175.00	\$ 26,250.00	\$ 26,250.00	-	-	-	\$ -
A1 14.3	SR 120 Streetscape - INDOT No. 8 Agg. Backfill	289	289	SYD	\$ 100.00	\$ 100.00	\$ 28,900.00	\$ 28,900.00	-	-	-	\$ -
A1 15.1	SR 120 Streetscape - Curb Ramp Restoration	55	55	SYD	\$ 300.00	\$ 300.00	\$ 16,500.00	\$ 16,500.00	-	-	-	\$ -
A1 16.1	SR 120 Streetscape - Concrete Curb Restoration	205	205	LFT	\$ 45.00	\$ 45.00	\$ 9,225.00	\$ 9,225.00	-	-	-	\$ -
A1 17.1	Tower Site Temporary Access Road	1,420	1,420	SYD	\$ 17.50	\$ 17.50	\$ 24,850.00	\$ 24,850.00	-	-	-	\$ -
A1 18.1	Landscape Restoration & Seeding	1	1	LSUM	\$ 7,750.00	\$ 7,750.00	\$ 7,750.00	\$ 7,750.00	-	-	-	\$ -
A1 19.1	Water Main Line Stop - 6", Undistributed	2	2	EA	\$ 10,500.00	\$ 10,500.00	\$ 21,000.00	\$ 21,000.00	-	-	-	\$ -
Mandatory Bid Alternate A2												
A2 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	-	-	-	\$ -
A2 2.1	Construction Staking	1	1	LSUM	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	-	-	-	\$ -
A2 3.1	Erosion Control	1	1	LSUM	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	-	-	-	\$ -
A2 4.1	Tower/Well Site Earthwork & Grading	1	1	LSUM	\$ 133,500.00	\$ 133,500.00	\$ 133,500.00	\$ 133,500.00	-	-	-	\$ -
A2 5.1	Dewatering	1	1	LSUM	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	-	-	-	\$ -
A2 6.1	Landscape Restoration & Seeding	1	1	LSUM	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	-	-	-	\$ -
A2 7.1	Maintenance of Traffic	1	1	LSUM	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	-	-	-	\$ -
A2 8.1	12" C900 PVC Water Main	230	230	LFT	\$ 107.50	\$ 107.50	\$ 24,725.00	\$ 24,725.00	-	-	-	\$ -
A2 8.2	16" C900 PVC Water Main	7	7	LFT	\$ 315.00	\$ 315.00	\$ 2,205.00	\$ 2,205.00	-	-	-	\$ -
A2 8.3	10" C900 PVC Water Main	150	150	LFT	\$ 97.50	\$ 97.50	\$ 14,625.00	\$ 14,625.00	-	-	-	\$ -
A2 8.4	8" C900 PVC Water Main	15	15	LFT	\$ 95.00	\$ 95.00	\$ 1,425.00	\$ 1,425.00	-	-	-	\$ -
A2 9.1	12" Gate Valve & Box	2	2	EA	\$ 5,725.00	\$ 5,725.00	\$ 11,450.00	\$ 11,450.00	-	-	-	\$ -
A2 9.2	16" Gate Valve & Box	1	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	-	-	-	\$ -
A2 9.3	10" Gate Valve & Box	1	1	EA	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	\$ 4,775.00	-	-	-	\$ -
A2 10.1	1" PE CTS Water Service	120	120	LFT	\$ 17.50	\$ 17.50	\$ 2,100.00	\$ 2,100.00	-	-	-	\$ -
A2 10.2	1" Water Service Curb Stop Assembly	1	1	EA	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	-	-	-	\$ -
A2 11.1	16" DI 45 Deg. Bend	2	2	EA	\$ 2,790.00	\$ 2,790.00	\$ 5,580.00	\$ 5,580.00	-	-	-	\$ -
A2 11.2	10" DI 45 Deg. Bend	4	4	EA	\$ 1,065.00	\$ 1,065.00	\$ 4,260.00	\$ 4,260.00	-	-	-	\$ -

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

Progress Worksheet

ITEM NO.	DESCRIPTION	Original Contract Quantity	Revised Contract Quantity	Unit	Original Contract Unit Price	Revised Contract Unit Price	Original Contract Value	Revised Contract Value	Installed this period	Installed previous period	Installed to date	Value of work installed to date
A2 11.3	8" DI 45 Deg. Bend	2	2	EA	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	-	-	-	\$ -
A2 11.4	16" x 12" Reducer Fitting	1	1	EA	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	-	-	-	\$ -
A2 11.5	12" x 10" Reducer Fitting	1	1	EA	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	-	-	-	\$ -
A2 11.6	12" x 12" Tee Fitting	1	1	EA	\$ 2,425.00	\$ 2,425.00	\$ 2,425.00	\$ 2,425.00	-	-	-	\$ -
A2 11.7	12" x 8" Tee Fitting	1	1	EA	\$ 2,265.00	\$ 2,265.00	\$ 2,265.00	\$ 2,265.00	-	-	-	\$ -
A2 11.8	8" x 8" Tapping Valve & Sleeve	1	1	EA	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	-	-	-	\$ -
A2 12.1	Tower/Well Site 12" PVC Storm Sewer	160	160	LFT	\$ 70.00	\$ 70.00	\$ 11,200.00	\$ 11,200.00	-	-	-	\$ -
A2 12.2	Tower/Well Site Storm Inlet	1	1	EA	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	-	-	-	\$ -
A2 12.3	Tower/Well Site Drywell	2	2	EA	\$ 6,500.00	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00	-	-	-	\$ -
A2 12.4	Tower/Well Site 4" PVC Sewer	45	45	LFT	\$ 100.00	\$ 100.00	\$ 4,500.00	\$ 4,500.00	-	-	-	\$ -
A2 13.1	Tower Site - INDOT No. 53 Compacted Aggregate	1,040	1,040	TON	\$ 41.00	\$ 41.00	\$ 42,640.00	\$ 42,640.00	-	-	-	\$ -
A2 14.1	Wellhouse #6 Structure	1	1	LSUM	\$ 52,500.00	\$ 52,500.00	\$ 52,500.00	\$ 52,500.00	-	-	-	\$ -
A2 14.2	Wellhouse #6 Mechanical & Electrical	1	1	LSUM	\$ 94,750.00	\$ 94,750.00	\$ 94,750.00	\$ 94,750.00	-	-	-	\$ -
A2 15.1	Water Well No. 6 - Peerless Midwest	1	1	LSUM	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00	\$ 153,000.00	-	-	-	\$ -
A2 15.2	Existing Well No. 3 & No. 4 Improvements - Peerless Midwest	1	1	LSUM	\$ 93,290.00	\$ 93,290.00	\$ 93,290.00	\$ 93,290.00	-	-	-	\$ -
A2 16.1	Chemical Building Structure	1	1	LSUM	\$ 81,500.00	\$ 81,500.00	\$ 81,500.00	\$ 81,500.00	-	-	-	\$ -
A2 16.2	Chemical Building Mechanical & Electrical	1	1	LSUM	\$ 235,000.00	\$ 235,000.00	\$ 235,000.00	\$ 235,000.00	-	-	-	\$ -
A2 17.1	Well Site Electrical	1	1	LSUM	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	-	-	-	\$ -
A2 18.1	Water Main Line Stop - 8", Undistributed	2	2	EA	\$ 11,500.00	\$ 11,500.00	\$ 23,000.00	\$ 23,000.00	-	-	-	\$ -
Mandatory Bid Alternate A3												
A3 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ -
A3 2.1	Construction Staking	1	1	LSUM	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	-	-	-	\$ -
A3 3.1	Erosion Control	1	1	LSUM	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	-	-	-	\$ -
A3 4.1	Tower & Well Site Clearing	1	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ -
A3 5.1	Dewatering	1	1	LSUM	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	-	-	-	\$ -
A3 6.1	Maintenance of Traffic	1	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	-	-	-	\$ -
A3 7.1	12" C900 PVC Water Main	1,040	1,040	LFT	\$ 101.50	\$ 101.50	\$ 105,560.00	\$ 105,560.00	-	-	-	\$ -
A3 7.2	12" C900 PVC Water Main by HDD	8,550	8,550	LFT	\$ 130.00	\$ 130.00	\$ 1,111,500.00	\$ 1,111,500.00	-	-	-	\$ -
A3 7.3	12" C900 PVC Water Main by Bore and Jack - Railroad Crossing	113	113	LFT	\$ 700.00	\$ 700.00	\$ 79,100.00	\$ 79,100.00	-	-	-	\$ -
A3 7.4	12" HDPE Water Main	390	390	LFT	\$ 95.00	\$ 95.00	\$ 37,050.00	\$ 37,050.00	-	-	-	\$ -
A3 7.5	12" HDPE Water Main & Casing - SR 120 Crossing	110	110	LFT	\$ 450.00	\$ 450.00	\$ 49,500.00	\$ 49,500.00	-	-	-	\$ -
A3 7.6	8" C900 PVC Water Main	20	20	LFT	\$ 95.00	\$ 95.00	\$ 1,900.00	\$ 1,900.00	-	-	-	\$ -
A3 7.7	6" C900 PVC Water Main	20	20	LFT	\$ 65.50	\$ 65.50	\$ 1,310.00	\$ 1,310.00	-	-	-	\$ -
A3 8.1	12" Gate Valve & Box	28	28	EA	\$ 5,725.00	\$ 5,725.00	\$ 160,300.00	\$ 160,300.00	-	-	-	\$ -
A3 8.2	8" Gate Valve & Box	1	1	EA	\$ 3,335.00	\$ 3,335.00	\$ 3,335.00	\$ 3,335.00	-	-	-	\$ -
A3 8.3	6" Gate Valve & Box	1	1	EA	\$ 2,435.00	\$ 2,435.00	\$ 2,435.00	\$ 2,435.00	-	-	-	\$ -
A3 9.1	2" PE CTS Water Service	40	40	LFT	\$ 45.00	\$ 45.00	\$ 1,800.00	\$ 1,800.00	-	-	-	\$ -
A3 9.2	2" Water Service Curb Stop Assembly	2	2	EA	\$ 3,250.00	\$ 3,250.00	\$ 6,500.00	\$ 6,500.00	-	-	-	\$ -
A3 10.1	Fire Hydrant Assembly - Type 1	20	20	EA	\$ 10,000.00	\$ 10,000.00	\$ 200,000.00	\$ 200,000.00	-	-	-	\$ -
A3 10.2	Fire Hydrant Assembly - Type 2	3	3	EA	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	-	-	-	\$ -
A3 10.3	Fire Hydrant Assembly Removal	1	1	EA	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	-	-	-	\$ -
A3 11.1	12" DI 45 Deg. Bend	11	11	EA	\$ 1,400.00	\$ 1,400.00	\$ 15,400.00	\$ 15,400.00	-	-	-	\$ -
A3 11.2	12" DI 22.5 Deg. Bend	6	6	EA	\$ 1,300.00	\$ 1,300.00	\$ 7,800.00	\$ 7,800.00	-	-	-	\$ -
A3 11.3	12" DI 11.25 Deg. Bend	4	4	EA	\$ 1,265.00	\$ 1,265.00	\$ 5,060.00	\$ 5,060.00	-	-	-	\$ -
A3 11.4	12" x 12" Tapping Valve & Sleeve	1	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	-	-	-	\$ -
A3 11.5	12" x 12" Tee Fitting	5	5	EA	\$ 2,425.00	\$ 2,425.00	\$ 12,125.00	\$ 12,125.00	-	-	-	\$ -
A3 11.6	12" x 8" Tee Fitting	1	1	EA	\$ 2,265.00	\$ 2,265.00	\$ 2,265.00	\$ 2,265.00	-	-	-	\$ -
A3 11.7	12" x 8" Reducer Fitting	1	1	EA	\$ 1,030.00	\$ 1,030.00	\$ 1,030.00	\$ 1,030.00	-	-	-	\$ -
A3 11.8	12" HDPE/PVC Material Transition Fitting	2	2	EA	\$ 1,785.00	\$ 1,785.00	\$ 3,570.00	\$ 3,570.00	-	-	-	\$ -
A3 11.9	12" HDPE Thrust Anchor	2	2	EA	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	-	-	-	\$ -
A3 11.10	12" Plug	4	4	EA	\$ 825.00	\$ 825.00	\$ 3,300.00	\$ 3,300.00	-	-	-	\$ -
A3 11.11	8" x 8" Tapping Valve & Sleeve	2	2	EA	\$ 7,900.00	\$ 7,900.00	\$ 15,800.00	\$ 15,800.00	-	-	-	\$ -
A3 12.1	River Crossing Monitoring Structure	1	1	EA	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	-	-	-	\$ -
A3 13.1	Clean Water Release Valve	1	1	EA	\$ 24,250.00	\$ 24,250.00	\$ 24,250.00	\$ 24,250.00	-	-	-	\$ -
A3 14.1	Local Roadway Pavement Restoration - HMA Surface	8	8	TON	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	-	-	-	\$ -
A3 14.2	Local Roadway Pavement Restoration - HMA Intermediate	15	15	TON	\$ 200.00	\$ 200.00	\$ 3,000.00	\$ 3,000.00	-	-	-	\$ -
A3 14.3	Local Roadway Pavement Restoration - HMA Base	15	15	TON	\$ 150.00	\$ 150.00	\$ 2,250.00	\$ 2,250.00	-	-	-	\$ -
A3 14.4	Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base	30	30	TON	\$ 80.00	\$ 80.00	\$ 2,400.00	\$ 2,400.00	-	-	-	\$ -
A3 15.1	Parking Lot Pavement Restoration HMA Surface	2	2	TON	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	-	-	-	\$ -
A3 15.2	Parking Lot Pavement Restoration HMA Base	3	3	TON	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	-	-	-	\$ -
A3 15.3	Parking Lot Pavement Restoration - Compacted Aggregate No. 53 Base	5	5	TON	\$ 41.50	\$ 41.50	\$ 207.50	\$ 207.50	-	-	-	\$ -
A3 16.1	Landscape Restoration & Seeding	1	1	LSUM	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	-	-	-	\$ -
A3 17.1	Water Main Line Stop - 8", Undistributed	1	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	-	-	-	\$ -
A3 17.2	Water Main Line Stop - 12", Undistributed	1	1	EA	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	-	-	-	\$ -

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

Progress Worksheet

ITEM NO.	DESCRIPTION	Original Contract Quantity	Revised Contract Quantity	Unit	Original Contract Unit Price	Revised Contract Unit Price	Original Contract Value	Revised Contract Value	Installed this period	Installed previous period	Installed to date	Value of work installed to date
Mandatory Bid Alternate A4												
A4 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	-	-	-	\$ -
A4 2.1	Construction Staking	1	1	LSUM	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	-	-	-	\$ -
A4 3.1	Erosion Control	1	1	LSUM	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	-	-	-	\$ -
A4 4.1	Site Clearing	1	1	LSUM	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	-	-	-	\$ -
A4 5.1	Dewatering	1	1	LSUM	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	-	-	-	\$ -
A4 6.1	Maintenance of Traffic	1	1	LSUM	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	-	-	-	\$ -
A4 7.1	12" C900 PVC Water Main	60	60	LFT	\$ 107.50	\$ 107.50	\$ 6,450.00	\$ 6,450.00	-	-	-	\$ -
A4 7.2	12" C900 PVC Water Main by HDD	450	450	LFT	\$ 130.00	\$ 130.00	\$ 58,500.00	\$ 58,500.00	-	-	-	\$ -
A4 7.3	12" HDPE Water Main	790	790	LFT	\$ 95.00	\$ 95.00	\$ 75,050.00	\$ 75,050.00	-	-	-	\$ -
A4 7.4	10" C900 PVC Water Main	90	90	LFT	\$ 97.50	\$ 97.50	\$ 8,775.00	\$ 8,775.00	-	-	-	\$ -
A4 7.5	10" C900 PVC Water Main by HDD	2,900	2,900	LFT	\$ 102.50	\$ 102.50	\$ 297,250.00	\$ 297,250.00	-	-	-	\$ -
A4 7.6	8" C900 PVC Water Main	5	5	LFT	\$ 95.00	\$ 95.00	\$ 475.00	\$ 475.00	-	-	-	\$ -
A4 7.7	6" C900 PVC Water Main	215	215	LFT	\$ 52.50	\$ 52.50	\$ 11,287.50	\$ 11,287.50	-	-	-	\$ -
A4 8.1	12" Gate Valve & Box	1	1	EA	\$ 5,725.00	\$ 5,725.00	\$ 5,725.00	\$ 5,725.00	-	-	-	\$ -
A4 8.2	10" Gate Valve & Box	10	10	EA	\$ 4,775.00	\$ 4,775.00	\$ 47,750.00	\$ 47,750.00	-	-	-	\$ -
A4 8.3	6" Gate Valve & Box	4	4	EA	\$ 2,435.00	\$ 2,435.00	\$ 9,740.00	\$ 9,740.00	-	-	-	\$ -
A4 9.1	Fire Hydrant Assembly - Type 1	9	9	EA	\$ 10,000.00	\$ 10,000.00	\$ 90,000.00	\$ 90,000.00	-	-	-	\$ -
A4 9.2	Fire Hydrant Assembly - Type 2	1	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	-	-	-	\$ -
A4 9.3	Fire Hydrant Assembly Removal	1	1	EA	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	-	-	-	\$ -
A4 10.1	12" DI 45 Deg. Bend	3	3	EA	\$ 1,400.00	\$ 1,400.00	\$ 4,200.00	\$ 4,200.00	-	-	-	\$ -
A4 10.2	12" DI 22.5 Deg. Bend	2	2	EA	\$ 1,300.00	\$ 1,300.00	\$ 2,600.00	\$ 2,600.00	-	-	-	\$ -
A4 10.3	12" x 10" Reducer Fitting	1	1	EA	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	-	-	-	\$ -
A4 10.4	12" x 8" Reducer Fitting	1	1	EA	\$ 1,030.00	\$ 1,030.00	\$ 1,030.00	\$ 1,030.00	-	-	-	\$ -
A4 10.5	12" HDPE Thrust Anchor	2	2	EA	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	-	-	-	\$ -
A4 10.6	12" HDPE/PVC Material Transition	2	2	EA	\$ 1,785.00	\$ 1,785.00	\$ 3,570.00	\$ 3,570.00	-	-	-	\$ -
A4 10.7	10" x 10" Tee Fitting	2	2	EA	\$ 2,375.00	\$ 2,375.00	\$ 4,750.00	\$ 4,750.00	-	-	-	\$ -
A4 10.8	10" x 6" Tee Fitting	3	3	EA	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	-	-	-	\$ -
A4 10.9	10" x 6" Reducer Fitting	1	1	EA	\$ 760.00	\$ 760.00	\$ 760.00	\$ 760.00	-	-	-	\$ -
A4 10.10	10" Plug	2	2	EA	\$ 630.00	\$ 630.00	\$ 1,260.00	\$ 1,260.00	-	-	-	\$ -
A4 10.11	8" x 8" Tapping Valve, Sleeve & Box	1	1	EA	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	-	-	-	\$ -
A4 10.12	6" x 6" Tee Fitting	1	1	EA	\$ 1,005.00	\$ 1,005.00	\$ 1,005.00	\$ 1,005.00	-	-	-	\$ -
A4 10.13	6" x 6" Tapping Valve, Sleeve & Box	2	2	EA	\$ 6,500.00	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00	-	-	-	\$ -
A4 10.14	6" Plug	3	3	EA	\$ 380.00	\$ 380.00	\$ 1,140.00	\$ 1,140.00	-	-	-	\$ -
A4 11.1	River Crossing Monitoring Structure	1	1	EA	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	-	-	-	\$ -
A4 12.1	Local Roadway Pavement Restoration - HMA Surface	15	15	TON	\$ 250.00	\$ 250.00	\$ 3,750.00	\$ 3,750.00	-	-	-	\$ -
A4 12.2	Local Roadway Pavement Restoration - HMA Intermediate	25	25	TON	\$ 200.00	\$ 200.00	\$ 5,000.00	\$ 5,000.00	-	-	-	\$ -
A4 12.3	Local Roadway Pavement Restoration - HMA Base	25	25	TON	\$ 150.00	\$ 150.00	\$ 3,750.00	\$ 3,750.00	-	-	-	\$ -
A4 12.4	Local Roadway Pavement Restoration - Compacted Aggregate No. 53 Base	45	45	TON	\$ 80.00	\$ 80.00	\$ 3,600.00	\$ 3,600.00	-	-	-	\$ -
A4 13.1	Landscape Restoration & Seeding	1	1	LSUM	\$ 16,850.00	\$ 16,850.00	\$ 16,850.00	\$ 16,850.00	-	-	-	\$ -
A4 14.1	Inserta Valve - 8"	1	1	EA	\$ 14,850.00	\$ 14,850.00	\$ 14,850.00	\$ 14,850.00	-	-	-	\$ -
A4 15.1	Water Main Line Stop - 8", Undistributed	1	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	-	-	-	\$ -
A4 15.2	Water Main Line Stop - 6", Undistributed	2	2	EA	\$ 10,500.00	\$ 10,500.00	\$ 21,000.00	\$ 21,000.00	-	-	-	\$ -
Mandatory Bid Alternate A5												
A5 1.1	Mobilization & Demobilization, Max 5%	1	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	-	-	-	\$ -
A5 2.1	Construction Staking	1	1	LSUM	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	-	-	-	\$ -
A5 3.1	Erosion Control	1	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	-	-	-	\$ -
A5 4.1	Tower/Well Site Final Grading & Cleanup	1	1	LSUM	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00	-	-	-	\$ -
A5 5.1	Tower Site Pavement - HMA Surface	212	212	TON	\$ 135.00	\$ 135.00	\$ 28,620.00	\$ 28,620.00	-	-	-	\$ -
A5 5.2	Tower Site Pavement - HMA Intermediate	422	422	TON	\$ 105.00	\$ 105.00	\$ 44,310.00	\$ 44,310.00	-	-	-	\$ -
A5 5.3	Tower Site Pavement - HMA Base	422	422	TON	\$ 105.00	\$ 105.00	\$ 44,310.00	\$ 44,310.00	-	-	-	\$ -
A5 6.1	Landscape Restoration & Seeding	1	1	LSUM	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	-	-	-	\$ -
A5 7.1	Water System Control Installation & Integration	1	1	LSUM	\$ 560,000.00	\$ 560,000.00	\$ 560,000.00	\$ 560,000.00	-	-	-	\$ -
A5 8.1	Well & Tower System Start-Up	1	1	LSUM	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	-	-	-	\$ -
TOTAL AMOUNT							\$5,987,307.00	\$5,987,307.00				\$ 117,500.00

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 of \$111,625.00 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.

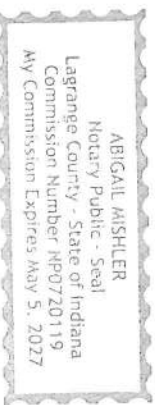
Signed, sealed and delivered this 2nd day of October 2024.

Signed : ~~Niblock Excavating, Inc.~~

By: ~~Chad Niblock, President~~

Personally appeared before me this 2nd day of October 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
County of Elkhart



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

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

Section 8, Item a.

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget
 Generated 10/1/2024 4:55:38 PM

Ordinance / ~~Resolution~~ Number: 10-3-2024-23 \$8,780,741.00

Be it ordained/resolved by the **Bristol Town Council** that for the expenses of **BRISTOL CIVIL TOWN** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **BRISTOL CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Bristol Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Bristol Town Council	Town Council	10/03/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$2,786,463	\$2,792,000	1.1303
0180	DEBT SERVICE	\$362,357	\$418,000	0.1692
0254	LOCAL INCOME TAX	\$219,046	\$0	0.0000
0706	LOCAL ROAD & STREET	\$50,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$434,590	\$261,000	0.1057
0720	MAJOR MOVES - TOLLROAD COUNTIES	\$3,691	\$0	0.0000
1151	CONTINUING EDUCATION	\$15,000	\$0	0.0000
1191	CUMULATIVE FIRE SPECIAL	\$120,000	\$87,000	0.0352
1301	PARK & RECREATION	\$90,485	\$83,000	0.0336
2120	CEMETERY	\$25,650	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$30,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$140,000	\$178,000	0.0721
2411	ECONOMIC DEV INCOME TAX CEDIT	\$415,000	\$0	0.0000
		\$4,692,282	\$3,819,000	1.5461

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

Section 8, Item a.

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget
 Generated 10/1/2024 4:55:38 PM

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	RABERS GOLF COURSE	\$65,000
9501	SOUTH STREET RD 15 TIF #130	\$2,010,750
9502	MS-4 STORMWATER	\$141,300
9503	POLICE NON-REVERTING	\$0
9504	TIF NORTH STATE ROAD 15 #132	\$0
9505	TIF EAST #148	\$600,000
9506	TIF GGT	\$155,000
9507	TIF #178 Seahawk Allocation Area	\$701,000
9508	TIF #182 Railpark	\$200,000
9509	TIF #180 Valmont / Thor	\$200,000
9510	General Rev Bond project costs	\$409
9511	Redevelopment Giveback fund	\$15,000
		\$4,088,459

Name		Signature
Jeff Beachy	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Cathy Burke	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Gregg Tuholski	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Doug DeSmith	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dean Rentfrow	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Cathy Antonelli	Clerk- Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Section 8, Item a.

Generated 10/1/2024 4:55:38 PM

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes No

RESOLUTION NO. 10-3-2024-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA APPROVING AN AMENDING DECLARATORY RESOLUTION OF THE BRISTOL REDEVELOPMENT COMMISSION AND ORDER OF THE ELKHART COUNTY PLAN COMMISSION

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, on March 18, 2008, the Commission adopted Resolution No. 3-18-08 (the “Original South State Road 15 Declaratory Resolution”), as confirmed by Resolution No. 5-13-08 following a public hearing, to establish an economic development area known as the South State Road 15 Economic Development Area (the “South State Road 15 EDA”);

WHEREAS, the Original South State Road 15 Declaratory Resolution (i) identified certain parcels of real estate to be included in and designated as the South State Road 15 EDA as required by Section 41 of the Act, (ii) approved an economic development plan for the South State Road 15 EDA (the “South State Road 15 Development Plan”), (iii) found that the South State Road 15 Development Plan conforms to other development and redevelopment plans for the Town, and (iv) designated the entire South State Road 15 EDA as an allocation area in accordance with Section 39 of the Act (the “South State Road 15 Allocation Area”);

WHEREAS, on August 31, 2021, the Commission adopted Resolution No. R8-31-21 (the “2021 Declaratory Resolution”), as confirmed by Resolution No. R9-23-21B following a public hearing, to amend the Original South State Road 15 Declaratory Resolution and South State Road 15 Development Plan to: (i) expand the boundaries of the South State Road 15 EDA (the “Expansion Area No. 1”), (ii) designate the Expansion Area No. 1 as an allocation area to be known as the Seahawk Allocation Area (the “Seahawk Allocation Area”) in accordance with Section 39 of the Act, (iii) remove certain territory from the South State Road 15 Allocation Area and include such area in the Seahawk Allocation Area, (iv) designate a certain taxpayer, known as MJB Wood Group, LLC, for the purposes of capturing personal property taxes pursuant to Section 39.3 of the Act, and (v) make certain amendments to the South State Road 15 Development Plan;

WHEREAS, on June 16, 2022, the Commission adopted Resolution No. R6-16-22 (the “2022A Declaratory Resolution”), as modified and confirmed by Resolution No. R8-18-22A following a public hearing, to amend the Original South State Road 15 Declaratory Resolution, as previously amended by the 2021 Declaratory Resolution to: (i) expand the boundaries of the South State Road 15 EDA (the “Expansion Area No. 2”); (ii) designate the Expansion Area No. 2 as an allocation area to be known as the Valmont Newmark/Thor Industries Allocation Area (the “Valmont Newmark/Thor Industries Allocation Area”) in accordance with Section 39 of the Act, (iii) consolidate the South State Road 15 EDA, as expanded, and the North State Road 15 EDA (as defined in the 2022A Declaratory Resolution) into a single consolidated economic development area to be referred to as the Consolidated State Road 15 Economic Development Area (the “Consolidated State Road 15 EDA”); and (iv) amend and combine the South State Road

15 Development Plan and the North State Road 15 Development Plan (as defined in the 2022A Declaratory Resolution) to create the Economic Development Plan for the Consolidated State Road 15 EDA as attached to the 2022A Declaratory Resolution as Exhibit B (the “2022 Consolidated Plan”);

WHEREAS, on October 6, 2022, the Commission adopted Resolution No. R10-6-22 (the “2022B Declaratory Resolution”), as confirmed by Resolution No. R12-1-22 following a public hearing, to amend the Original South State Road 15 Declaratory Resolution, as previously amended by the 2021 Declaratory Resolution and 2022A Declaratory Resolution, to: (i) remove certain parcels as described therein from the South State Road 15 Allocation Area; and (ii) designate such parcels as a separate allocation area for economic development purposes, to be known as the “Rail Park Allocation Area” pursuant to and in accordance with Section 39 of the Act (the “Rail Park Allocation Area”) for the purpose of capturing all incremental property tax revenues generated in the Rail Park Allocation Area in excess of the assessed valuation described in Section 39(b)(1) of the Act, which Rail Park Allocation Area is located in the Consolidated State Road 15 EDA and subject to the 2022 Consolidated Plan;

WHEREAS, on March 2, 2023, the Commission adopted Resolution No. R3-2-2023-5 (the “2023A Declaratory Resolution”), as confirmed by Resolution No. 4-6-2023-9 following a public hearing, to amend the 2022 Consolidated Plan by adopting a supplemental to the 2022 Consolidated Plan (the “2023A Plan Supplement”);

WHEREAS, on October 19, 2023, the Commission adopted Resolution No. 10-19-2023-22 (the “2023B Declaratory Resolution”), as confirmed by Resolution No. 12-21-2023-28 following a public hearing, to amend the 2022 Consolidated Plan by adopting a supplemental to the 2022 Consolidated Plan (the “2023B Plan Supplement”, and together with the 2022 Consolidated Plan and the 2023A Plan Supplement, the “Consolidated Plan”);

WHEREAS, the Original South State Road 15 Declaratory Resolution, as amended as set forth above, is collectively referred to as the “Original Area Resolution”;

WHEREAS, on September 5, 2024, the Redevelopment Commission adopted Resolution No. 9-5-2024-6, which resolutions is attached hereto as Exhibit A (the “Amending Declaratory Resolution”), to amend the Original Area Resolution and Consolidated Plan to: (i) expand the boundaries of the Consolidated State Road 15 EDA to include certain additional territory as identified on Exhibit A attached hereto known as the Expansion Area No. 3 (the “Expansion Area No. 3”); (ii) designate the Expansion Area No. 3 as an allocation area for economic development purposes, to be known as the “AWT Allocation Area” pursuant to and in accordance with Indiana Code 36-7-14-39 (the “AWT Allocation Area”) for the purpose of capturing all incremental property tax revenues generated in the AWT Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1), and (iii) make certain amendments to the Consolidated Plan as described in Exhibit B (the “2024 Plan Supplement”);

WHEREAS, on September 12, 2024, the Elkhart County Plan Commission issued its order (the “Plan Commission Order”), attached hereto as Exhibit B, approving the Amending Declaratory Resolution and determining that the Amending Declaratory Resolution conforms, in

all respects, to the plan of development for the Town and has submitted the Plan Commission Order to the Town Council of the Town (the “Council”); and

WHEREAS, pursuant to the Act, the Commission has submitted the Amending Declaratory Resolution to the Council.

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

- Section 1. The Council hereby determines that the Amending Declaratory Resolution and 2024 Plan Supplement, in all respects, conform to the plan of development for the Town.

- Section 2. The Council hereby approves in all respects the Amending Declaratory Resolution, the 2024 Plan Supplement, and the Plan Commission Order.

- Section 3. This Resolution shall be in full force and effect immediately from and after is passage.

* * * * *

ADOPTED THIS 3rd DAY OF OCTOBER, 2024.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

KD_15557289_2.docx

EXHIBIT A

RESOLUTION NO. 9-5-2024-6

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

(See Attached)

EXHIBIT B

PLAN COMMISSION ORDER 2024-____

ORDER OF THE ELKHART COUNTY PLAN COMMISSION DETERMINING THAT A RESOLUTION AMENDING THE DECLARATORY RESOLUTION AND ECONOMIC DEVELOPMENT PLAN FOR THE CONSOLIDATED STATE ROAD 15 ECONOMIC DEVELOPMENT AREA CONFORMS TO THE PLAN OF DEVELOPMENT FOR THE TOWN OF BRISTOL, INDIANA AND APPROVING THE AMENDING DECLARATORY RESOLUTION

(See Attached)