



SEPTEMBER 21, 2023 TOWN COUNCIL REGULAR MEETING

Thursday, September 21, 2023 at 7:00 PM
Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

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

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=ZkJKGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

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

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

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
 - a. Please state your name and address

REPORTS

8. TOWN MANAGER

- [a.](#) Approve Town of Bristol 2023 Title VI implementation plan
- [b.](#) Approve Commonwealth contract amendment for design of new office/lab and maintenance building
 - JPR quote \$93,500
 - Commonwealth \$87,840
- [c.](#) Proclamation renaming Congdon Park to Corn Dog Park for September 23, 2023
- [d.](#) Tax abatement discussion - Synergy
- [e.](#) Commerce Drive sign update \$80,220.78 East TIF balance \$298,087.14

1. Determine ownership of existing sign
2. Determine appropriate location for new sign
3. Acquire Right or Way?
4. Price panels for companies to purchase. (current has 10 businesses/new sign has 12)

f. Approve EMS sign design

g. Final pay application for Community Crossings 2022-2 Division Street \$30,925.75 Fund source MVH Restricted 9/14 balance \$85,753

h. Amendment to Commonwealth services agreement Wastewater plant improvements \$34,300

The Town has requested we conduct a cost-benefit analysis in the form of a technical memo to compare the cost of the existing system to potential alternative sludge processing systems. The deliverable for this task will be a memorandum summarizing the options and the present worth cost of each. This task does not include design of alternate sludge handling / disposal methods.

i. Fire Territory additional BT study cost not to exceed \$3,500

A Historical perspective (5Years) of NAV and tax rates in Washington Township and Town of Bristol.

Using historic based trend create a conservative 3 -year projection of tax bill impact of Fire Territory

Include local property tax credit in tax calculations instead of advertised tax rates.

9. CLERK-TREASURER

a. Levy Appeal Petition

b. Permission to advertise for & first reading of addt'l approp \$80K (contractual)

10. TOWN MARSHAL

a. August reports

- 1) Call report
- 2) Operations report
- 3) Code Enforcement report

b. Resignation of Officer Russo

c. ILEA update

d. Resolution No. 9/21/2023-20 Adoption of Police Procedure Manual (SOP)

11. FIRE CHIEF

- a. Operations Report

12. PARK BOARD Report

13. TOWN ATTORNEY

- [a.](#) **2nd Reading** Ordinance 9-21-2023-21 establishing an annexation fee
- [b.](#) Resolution 9-21-2023-19 Fiscal plan for Voluntary annexation of Wilhelm Trust property
- [c.](#) **2nd Reading** and public comment on annexation of property ordinance 9-21-2023-19 (Wilhelm Farm)
- [d.](#) Request for Voluntary annexation

14. NEW BUSINESS

15. UNFINISHED BUSINESS

16. TOWN COUNCIL DISCUSSION ITEMS

- a. Doug DeSmith
- b. Andrew Medford
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

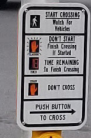
Next Meeting is Thursday, October 5, 2023 at 7:00 pm

17. MOTION TO ADJOURN

TOWN OF **BRISTOL** INDIANA

Americans with Disabilities Act

TRANSITION PLAN



Resolution # 08.04.2022 A

A RESOLUTION OF THE TOWN OF BRISTOL, INDIANA

ADOPTING THE AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

WHEREAS, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, Title II of the ADA requires that municipalities adopt the *ADA Standards for Accessible Design* that provide accessibility, through proposed structural modifications to remove accessibility barriers; and

WHEREAS, Title II of the ADA recommends that municipalities adopt the United States Access Board *Guidelines for Pedestrian Facilities in the Public Right-of-Way* that provide accessibility, through proposed structural modifications to remove accessibility barriers; and

WHEREAS, the United States Department of Justice recently modified the *ADA Standards for Accessible Design and the Guidelines for Pedestrian Facilities in the Public Right-of-Way* in 2010 and 2005, respectively; and

WHEREAS, the Town of Bristol remains committed to the ADA and the elimination of barriers to public facilities, and has adopted and approved certain preliminary resolutions, plans and procedures to being the implementation of an ADA transition plan; and

WHEREAS, there has now been prepared a proposed ADA transition plan for the Town of Bristol with the assistance of Jones Petrie Rafinski Corp, which plan is now presented to the council for approval.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol that:

SECTION I

The Town of Bristol hereby adopts and approves the **AMERICANS WITH DISABILITIES ACT TRANSITION PLAN** which is attached hereto and made a part hereof, which plan is intended to move the town toward compliance with the accessibility requirements of the Americans with Disabilities Act of 1990 (as amended) for Town facilities within and outside of the public right-of-way.

SECTION II

The express or implied repeal or amendment by this Resolution of any other Resolution of part of any other Resolution does not affect any right or liabilities accrued, penalties incurred or procedures begun prior to the effective date of this Resolution. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended Resolution as if this Resolution had not been adopted.

SECTION III

No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution to be declared by a court of competent jurisdiction to be invalid, such decision shall not affect

the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

SECTION IV

This Resolution shall become effective upon promulgation according to law.

BE IT HEREBY RESOLVED THIS 4th DAY OF August, 2022

PASSED by the Town Council of the Town of Bristol, Indiana this 4th day of August, 2022.

	YEA	NAY	ABSTAIN	ABSENT
Jeff Beachy				<input checked="" type="checkbox"/>
Cathy Burke	<u>Cathy Burke</u>			
Delbert Schrock	<u>Delbert Schrock</u>			
Whitney Pierle	<u>Whitney Pierle</u>			
Floyd Lynch	<u>Floyd Lynch</u>			

APPROVED:

[Signature]
Michael Yoder, Town Manager

ATTESTED:

[Signature]
Cathy Antonelli, Clerk-Treasurer

PREFACE

This plan is a living document that shall be updated and modified to reflect the most current status of ADA compliance efforts by the Town of Bristol. Those involved in creating the original document include the following parties:

Town Council of the Town of Bristol

- Jeff Beachy, President
- Cathy Burke, Member
- Delbert Schrock, Member
- Whitney Pierle, Member
- Floyd Lynch, Member

Town Clerk-Treasurer

Cathy Antonelli

Town Manager

Mike Yoder
303 E Vistula St,
Bristol, IN 46507

Prepared by



RESERVED FOR AMENDMENTS

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SECTION 1: MISSION STATEMENT

In 1990, the Federal Government enacted the Americans with Disabilities Act ("ADA"). The Town of Bristol (hereinafter referred to as "the Town"; Indiana recognizes its legal obligation to comply with Title II of the ADA and hereby establishes a Transition Plan ("the Plan") to ensure compliance of this federal law, rules and regulations. Therefore Bristol will identify barriers that exist and determine how and when the barriers are to be removed by providing a means to address complaints of discrimination, by encouraging public input to assess, address and meet access needs, and by establishing periodic reviews of the plan to monitor progress and compliance. The purpose of the Plan is to ensure that the citizens of Bristol are provided full access to town programs, services, and activities in a safe and timely manner. The Town's elected officials and staff believe the ability to accommodate disabled persons is essential to good customer service, the quality of life of Bristol residents and effective governance. Title II of the ADA requires that each of the Town services, programs and activities, when viewed in their entirety, be readily accessible and usable by individuals with disabilities.

SECTION 2: NON-DISCRIMINATION NOTICE

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), the Town will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The Town does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The Town will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Town programs, facilities, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Town will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, facilities, services, and activities. For example, individuals with service animals are welcome in offices of the Town, even where animals are otherwise prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town should contact the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Town to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden. Complaints that a program, service, or activity of the Town is not accessible to persons with disabilities should be directed to the ADA Coordinator.

The Town will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

SECTION 3: DESIGNATION OF ADA COORDINATOR

Pursuant to Resolution # 7-7-2022 (a) adopted on the SEVENTH DAY OF JULY, 2022 (date), by the Town, the position of ADA Coordinator for the Town was created. The following individual was appointed to serve in such capacity:

Designated Title	Name Title	Phone Number
ADA Coordinator	Mike Yoder, Bristol Town Manager	(574) 848 – 7007 Ext. 1

Mike Yoder holds such position concurrently with his appointment as the Town Manager and is responsible for overseeing compliance. See Appendix A for adopted resolution. Should the ADA Coordinator for the Town become a different designated person, an appropriate resolution will be made and this section updated with the next amendment to the Plan.

SECTION 4: GRIEVANCE PROCEDURE

The grievance procedure in place for the Town of Bristol with regards to ADA complaints and resolutions is provided in Appendix B. Also included is a sample grievance form that may be used to document a grievance regarding a violation and record the steps taken to address the grievance.

SECTION 5: PUBLIC INVOLVEMENT OPPORTUNITIES

The general public is encouraged to participate in identifying needs or barriers to accessibility. This may be done by contacting the ADA Coordinator.

**Town Manager
303 E Vistula St.,
Bristol, IN 45607
(574) - 848 – 7007 Ext. 1**

After the Americans with Disabilities Act Transition Plan has been adopted it will be available in Town Hall as well as the Town's website <https://bristolindiana.org/>. Opportunity for the public to learn and comment on how the Town of Bristol is working to meet the federal ADA requirements can be provided during any Town Council Meeting at Privilege of the Floor. Every two years, the Town will also include an official agenda item at a Town Council Meeting, to ensure the public and Town Officials will be updated and understand more about the ongoing progress for removing barriers and making the Town's services and facilities accessible for all residents.

SECTION 6: PUBLIC RIGHT-OF-WAY FACILITIES

Sidewalks & Curb Ramps: All Sidewalks and curb ramps constructed within the Town’s public right-of-way as part of a capital infrastructure project or planned private development, which will subsequently be accepted by the Town, shall be constructed in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) regulations and standards. These standards may be supplemented by the Indiana Department of Transportation design standards and specifications, as long as all PROWAG requirements supersede. Pursuant to Resolution # 08.04.2022 adopted on the FOURTH DAY OF AUGUST, 2022 (date), by the Town, formally adopted all current standards, guidelines, and best practices of PROWAG along with future updates and modifications. See Appendix A for said resolution. Current links at the time of publication of this document to each of the aforementioned sources are provided below:

PROWAG:

<https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way>

INDOT:

<https://www.in.gov/dot/div/contracts/standards/drawings/sep18/sep.htm>

In an effort to remove barriers to streets and sidewalks, the Town has inventoried all non-compliant curb ramps and sidewalks within the Town Corporate Limits. The inventory procedure is intended to identify a comprehensive list of all curb ramps and sidewalks in the Town Corporate Limits that are not ADA compliant. This is composed of an effort to comprehensively inventory infrastructure that is present and then to identify those items in the system which are not compliant with ADA requirements. Facilities located along State Highways within the State’s right-of-way, including those facilities within Town Corporate Limits, shall be under the authority of the State and are not included in this inventory.

The Town has developed its inventory of the existing system in two steps:

Step 1: Aerial Maps

Aerial maps were used to map locations within the Town that included sidewalks and/or curb ramps. A preliminary review and evaluation of facilities were done via desk map review and site walk/drive through to identify facilities which are readily apparent to be non-complaint. Facilities which appeared to be potentially compliant were evaluated further as outlined in Step 2.

Step 2: Field Evaluation and Inventory

Once the system of sidewalks and curb ramps had been mapped and identified, a field investigation of each was completed to confirm preliminary review findings. Ramp data collection sheets were used to evaluate and record field conditions of those curb ramps that visually appeared to be compliant. Refer to Appendix C for data collection sheet template.

Overall, the evaluation discovered several locations of concern in regard to ADA compliance. A common deficiency observed included a lack of ADA compliant ramps. Other deficiencies observed in the field include sidewalk width, vertical differentials among sidewalk panels, discontinuities, obstructions, and excessive cross slopes. See Table 1 below for a more comprehensive list of the types of deficiencies commonly found to exist.

Table 1: Common ADA Deficiencies

ISSUE	POSSIBLE BARRIERS
Sidewalks and Pathways Clear Widths	Narrow, Below Guidelines
Sidewalks and Pathways Clear and Slope	Steepness, Irregularity, Variability, Warping
Landing Along Sidewalks and Pathways	Less than 4 feet by 4 feet
Sidewalk and Pathways Grade	Steepness, Angle Points
Materials and Finishes	Deterioration of Surfaces, Deterioration of Markings, Appropriateness of material (ex. Cobblestones)
Gratings	Grating Type, Grate Opening Orientation
Discontinuities	Missing Sections, Gaps, Drops, Steps
Obstructions	Signs, Mailboxes, Fire Hydrants, Benches, Telephones, Traffic Signal poles, Traffic Signal Controller Boxes, Newspaper Boxes, Drainage Structures, Tree Grates, Pole Mounted Objects, Standing Water, Snow or Ice
Traffic Signal Systems	Lack of Provision for the Visually Impaired such as APS, Inadequate Time Allowed, Inoperable Buttons, Inaccessible Buttons
Curb Ramps	Missing, Does Not Fall Within Marked Crosswalk, Does Not Conform to Guidelines
Curb Ramp Flares	Missing Where Required, Too Steep

SECTION 7: PUBLIC BUILDINGS AND FACILITIES

Buildings & Public Facilities: ADA accessible interiors of Town owned buildings and facilities were reviewed based on the 2010 ADA Standards for Accessible Design, by the Department of Justice, dated September 15, 2010. We reviewed only the areas open to the public. The document is a civil law, not the building code. The building code does not provide many of the exceptions, which may result in requesting a variance and/or having to fully comply with the requirements set forth in the building code. The building code and the 2010 ADA Standards for Accessible Design by the Department of Justice are very similar however, there are differences.

The 2010 ADA Standards for Accessible Design, by the Department of Justice, sets minimum requirements, both scoping and technical, for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. Access the Department of Justice website here: <https://www.ada.gov/>

For information about the ADA, including the revised 2010 ADA regulations, please visit the Department's website, or, for answers to specific questions, call the toll-free ADA Information Line at 800.514.0301.

The assessment is primarily for the publicly accessible portion of the buildings. The publicly accessible portions would include public meeting rooms (council chambers), navigation from parking lot to front door, public restrooms, service counters, etc. The building inspection did not include private offices, street department garages, employee areas of fire stations, etc. There would also be no reason for assessing areas on elevated floors if there are no ADA accesses to the elevated floor such as an elevator.

This ADA Transition Plan is a living document with revisions and amendments as reviewed and approved by the Bristol Town Council and ADA Coordinator. As of July 20, 2022, Section 7 does not include a Public Building and Facilities Inventory or a Public Building and Facilities inspection. The inventory and inspection of Public Buildings and Facilities will be reviewed and approved by the Bristol Town Council and ADA Coordinator as revisions and amendments to the ADA Transition Plan.

An ADA evaluation was completed on the following public facilities using the guidelines referenced above as referenced in Appendix D: Buildings and Facilities Assessments.

SECTION 8: FUNDING & SCHEDULING

The Town will propose to allot adequate funding to repair, modify, or reconstruct the sidewalks, ramps, buildings, and facilities. The Town will strive to allot a minimum amount of funding annually as approved by the Town of Bristol Town Council to repair, modify or reconstruct sidewalk and ramps to meet current ADA standards. The most cost effective means of making the improvements will be in conjunction with other capital improvement public works projects such as road improvements or utility projects. These efforts, in conjunction with external grant programs such as State of Indiana Community Crossings Matching Grant Funds, CEDIT, Cumulative Capital Improvement, Cumulative Capital Development, Local Roads and Streets, and any federal FAST Act funding programs shall be used to continually address ADA deficiencies. It is proposed to implement a 5-10 year plan to start addressing non-ADA compliant facilities which are of the highest priority and serve to access government facilities and other important public destinations. However, this plan remains flexible as to allow facilities with lower ratings in other locations to be brought into compliance as priorities are reassessed and modified. The purpose for this flexibility is to allow the plan to adapt to the current needs of the community.

Appendix C contains a figure defining each region as well as an inventory database of the identified deficiencies and estimated costs. Estimated costs used are based on typical unit prices for sidewalk and curb ramps based on federally funded projects. Bid histories as well as INDOT standard bid tabs were consulted to derive budgetary unit costs for both linear sidewalk and curb ramps. There may be segments that have salvageable sections or deficiencies that are minor in nature which would decrease the estimated cost of improvement. A replacement factor was applied to the quality rating of the sidewalk segment or ramp to account for the fact that the better the current condition is determined to be, the less extensive the repairs and/or replacement will be. The costs are only for the purpose of budgetary estimating and the Town will need to complete a more thorough evaluation of the costs when they are preparing to make improvements.

SECTION 9: REVIEW & EVALUATION

Every two years the Town of Bristol Town Council shall meet with the ADA Coordinator to review the Town's efforts put forth the previous two years to comply with the ADA and the implementation of the Transition Plan and determine what updates should be made to the Plan. This shall include any adjustment to the number of sidewalks and ramps that remain non-compliant, any changes to funding sources and changes to the schedule, if needed. The Town Council and ADA Coordinator shall review the prioritization of repairs, modifications, or replacement of sidewalks and curb ramps for the upcoming years. The review and evaluation cycle will continue until all sidewalks and ramps are ADA compliant and the deficiencies within the Plan are addressed.

APPENDIX A: ADA ADOPTION RESOLUTIONS

Resolution # 7-7-2022 (a)

**A RESOLUTION OF THE TOWN OF BRISTOL, INDIANA
ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA)
COORDINATOR AND PROCEDURES**

WHEREAS, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, in compliance with Title II of the ADA the Town of Bristol (the "Town") shall adopt a grievance procedure for resolving complaints alleging violation of Title II of the ADA and publish notice regarding the ADA requirements and accommodation; and

WHEREAS, in compliance with Title II of the ADA the Town shall name an ADA Coordinator.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol that:

SECTION I

Mike Yoder is hereby designated as the ADA Coordinator for the Town.

SECTION II

The Notice under the Americans with Disabilities Act, a copy of which is attached hereto, is adopted as the **"Town of Bristol Notice Under the Americans with Disabilities Act"**.

SECTION III

The Town of Bristol **"ADA Grievance Procedure under the Americans with Disabilities Act"**, a copy of which is attached hereto, is adopted as the grievance procedure for addressing complaints alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the Town of Bristol.

SECTION IV

In compliance with Federal and State laws as set forth above, the Town Council resolves to post the required information regarding the ADA Coordinator, **"Notice under the Americans with Disabilities Act"**, and the **"Town of Bristol Grievance Procedure under the Americans with Disabilities Act"** on the Town website and at such other locations as may be determined from time to time.

SECTION V

The express or implied repeal or amendment by this Resolution of any other Resolution or part of any other Resolution does not affect any rights or liabilities accrued, penalties incurred or procedures begun prior to the effective date of this Resolution. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended Resolution as if this Resolution had not been adopted .

SECTION VI

No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity, and for this purpose the provisions of this Resolution are hereby declared to be severable.

SECTION VII

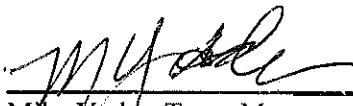
This Resolution shall become effective upon promulgation according to law.

BE IT HEREBY RESOLVED THIS SEVENTH DAY OF JULY , 2022

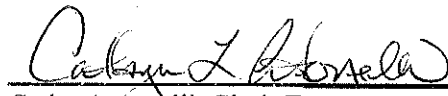
PASSED by the Town Council of the Town of Bristol, Indiana this 7th day of July , 2022.

	YEA	NAY	ABSTAIN	ABSENT
Jeff Beachy	_____	_____	_____	_____X_____
Cathy Burke	<u>Cathy Burke</u>	_____	_____	_____
Delbert Schrock	<u>Delbert Schrock</u>	_____	_____	_____
Whitney Pierle	_____	_____	_____	_____X_____
Floyd Lynch	<u>Floyd Lynch</u>	_____	_____	_____

APPROVED:


Mike Yoder, Town Manager

ATTESTED:


Cathy Antonelli, Clerk-Treasurer

Resolution # 08.04.2022

A RESOLUTION OF THE TOWN OF BRISTOL, INDIANA

**ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA) –
ACCESSIBILITY GUIDELINES FOR STANDARDS FOR ACCESSIBLE DESIGN AND
GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY**

WHEREAS, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, Title II of the ADA requires that municipalities adopt the Americans with Disabilities Standards for Accessible Design that provide accessibility, through proposed structural modifications to remove accessibility barriers; and

WHEREAS, Title II of the ADA recommends that municipalities adopt the Americans with Disabilities Guidelines for Pedestrian Facilities in the Public Right-of-Way that provide accessibility, through proposed structural modifications to remove accessibility barriers; and

WHEREAS, the United States Department of Justice recently modified the ADA Standards for Accessible Design and the Guidelines for Pedestrian Facilities in the Public Right-of-Way in 2010 and 2005, respectively; and

WHEREAS, the Town of Bristol remains committed to the ADA and the elimination of barriers to public facilities through the application ADA Transition Plan process.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bristol that:

SECTION I

The Town of Bristol hereby adopts all current standards, guidelines, and best practices issued by the Architectural and Transportation Barriers Compliance Board of the U.S. Department of Justice, along with future updates and modifications, for compliance with the accessibility requirements of the Americans with Disabilities Act of 1990 (as amended), the town facilities within and outside of the public right-of-way. As of the adoption of tis resolution, the current standards are the “Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way” (dated July 26, 2011) and the “2010 ADA Standards for Accessible Design” (dated September 15, 2010). These standards will be utilized in the self-evaluation process pursuant to 28CFR35-105 and the transition plan under 28CFR35-150.

SECTION II

The express or implied repeal or amendment by this Resolution of any other Resolution or part of any other Resolution does not affect any rights or liabilities accrued, penalties incurred or procedures begun prior to the effective date of this Resolution. Those rights, liabilities, and proceedings are continued, and penalties shall be imposed and enforced under the repealed or amended Resolution as if this Resolution had not been adopted.

SECTION III

No part of this Resolution shall be interpreted to conflict with any local, state or federal laws, and all reasonable efforts should be made to harmonize same. Should any section or part thereof of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Resolution as a whole, or any other portion thereof other than that portion so declared to be invalid, and for this purpose the provisions of this Resolution are hereby declared to be severable.

SECTION VII

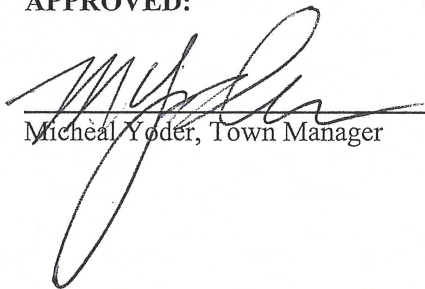
This Resolution shall become effective upon promulgation according to law.

BE IT HEREBY RESOLVED THIS 4th DAY OF August, 2022

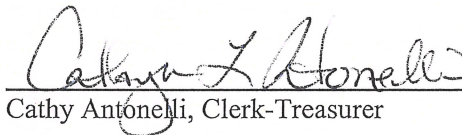
PASSED by the Town Council of the Town of Bristol, Indiana this 4th day of August, 2022.

	YEA	NAY	ABSTAIN	ABSENT
Jeff Beachy	<u>—</u>			<input checked="" type="checkbox"/>
Cathy Burke	<u>Cathy Burke</u>			
Delbert Schrock	<u>Delbert Schrock</u>			
Whitney Pierle	<u>Whitney Pierle</u>			
Floyd Lynch	<u>Floyd Lynch</u>			

APPROVED:


Micheal Yoder, Town Manager

ATTESTED:


Cathy Antonelli, Clerk-Treasurer

APPENDIX B: ADA GRIEVANCE FORM

~ TOWN OF BRISTOL ~
GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (“ADA”). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **Town of Bristol**. The Town’s Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her/its designee as soon as possible but no later sixty (60) calendar days after the alleged violation to:

Mike Yoder
ADA Coordinator, Town Manager
303 E Vistula St, Bristol, IN 46507

Within fifteen (15) calendar days after receipt of the complaint, **Mike Yoder**, or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen (15) days of the meeting, **Mike Yoder** or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the **Town of Bristol** and offer options for substantive resolution of the complaint.

If the response by **Mike Yoder** or designee does not satisfactorily resolve the issue, the complainant and/or his/her/its designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the **Town Council of Town of Bristol**.

Within thirty (30) calendar days after receipt of the appeal, the **Town Council of Town of Bristol** will meet with the complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the **Town Council of Town of Bristol** will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by **Mike Yoder** or his designee, appeals to the **Town Council of Town of Bristol**, and responses from these two offices will be retained by the **Town of Bristol** for at least three years.

~ TOWN OF BRISTOL ~
NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), the **Town of Bristol** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The **Town of Bristol** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communications: **Town of Bristol** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the **Town of Bristol’s** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **Town of Bristol** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **Town of Bristol** offices, even where animals are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the **Town of Bristol**, should contact the office of **Mike Yoder, Town Manager, 303 E Vistula St., Bristol, IN 46507 (574) 848 - 7007 ext. 1.**

The **Town of Bristol** will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

**APPENDIX C: ADA REGION INVENTORY MAPS & INVENTORY DATABASE FOR
PUBLIC RIGHT-OF-WAY FACILITIES**



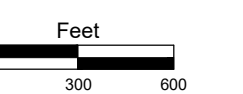
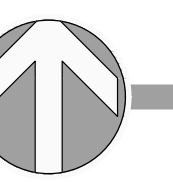
TOWN OF BRISTOL

AMERICANS WITH DISABILITIES ACT TRANSITION PLAN 2021 CONCRETE CURB RAMP AND SIDEWALK AUDIT

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Elkhart, IN p: 574.293.7762
 South Bend, IN p: 574.232.4388
 Fort Wayne, IN p: 260.422.2522



ADA Transition Plan - Inventory of "Barriers" and Deficiencies" Found in Public Right-of-Way

Town of Bristol

Date of Last Revision: 7/18/2022
 Date of Inventory: 12/17/2021

Grouping: NW Quad NE Quad SW Quad SE Quad
 The quadrants are bounded by dividing the Town Corporate Limits with horizontal axis defined as centerline of St. Joseph Street and vertical axis defined as centerline of Division Street.

	Cost to Replace/Reconstruct	Multiplier
Sidewalk (LFT)	\$ 35.00	1.00
Curb Ramp (EACH)	\$ 2,000.00	1.00

Cost of Improvements	
Ramps Only	\$ 186,000.00
Sidewalks Only	\$ 68,250.00
Total	\$ 254,250.00

NW Quad

Index Map Region

Street Name	From	To	Insufficient Sidewalk (LFT)	Estimate Cost For Walk Improvements	Curb Ramps (EACH)	Estimated Cost for Ramp Improvement	Total Estimated Cost	Deficiency	Priority Ranking
(West-East Routes)									
Walleye Land	Turtle Dr	Swan St	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Perch Dr	Turtle Dr	Swan St	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Pike Dr	Turtle Dr	Swan St	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Shore Manor Ct	Shore Manor Dr (W)	Shore Manor Dr (E)	0	\$ -	0	\$ -	\$ -		
W Vistula St (SR 120)	Shore Manor Dr (W)	S Division St	0	\$ -	0	\$ -	\$ -		
W Elkhart St	Chestnut St	S Division St	0	\$ -	6	\$ 12,000.00	\$ 12,000.00		
(North-South Routes)									
Turtle Dr	N River Rd	Pike Dr	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Swan St	N River Rd	Mallard Dr	0	\$ -	8	\$ 16,000.00	\$ 16,000.00		
Mallard Dr	Pike Dr	Swan St	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Shore Manor Dr	W Vistula St (SR 120)	W Vistula St (SR 120)	0	\$ -	0	\$ -	\$ -		
Hilbish Blvd	W St. Joseph St	W Vistula St (SR 120)	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Maple St	W St. Joseph St	W Vistula St (SR 120)	0	\$ -	0	\$ -	\$ -		
Chestnut St	W St. Joseph St	W Vistula St (SR 120)	100	\$ 3,500.00	0	\$ -	\$ 3,500.00		
Elm St	W St. Joseph St	W Vistula St (SR 120)	0	\$ -	0	\$ -	\$ -		
Illinois St	W St. Joseph St	W Vistula St (SR 120)	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
N Division St	E Vistula Rd	N River Rd	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
S Division St	W St. Joseph St	W Vistula St (SR 120)	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Totals			100	\$ 3,500.00	42	\$ 84,000.00	\$ 87,500.00		

NE Quad

Index Map
Region

Street Name	From	To	Sidewalk (LFT)	Estimate Cost For Walk Improvements	Curb Ramps (EACH)	Estimated Cost for Ramp Improvement	Total Estimated Cost	Deficiency	Priority Ranking
(West-East Routes)									
E St. Joseph St	S Division St	Chaptoula St.	400	\$ 14,000.00	4	\$ 8,000.00	\$ 22,000.00		
E Elkhart St	S Division St	Chaptoula St.	50	\$ 1,750.00	4	\$ 8,000.00	\$ 9,750.00		
E Vistula St (SR 120)	S Division St	Chaptoula St.	0	\$ -	0	\$ -	\$ -		
(North-South Routes)									
Charles St	E St. Joseph St	E Vistula St (SR 120)	0	\$ -	8	\$ 16,000.00	\$ 16,000.00		
Apollo St	E St. Joseph St	End	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Washington St	E St. Joseph St	E Vistula St (SR 120)	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Pearl St	E St. Joseph St	E Vistula St (SR 120)	0	\$ -	0	\$ -	\$ -		
Chaptoula St	E St. Joseph St	End	0	\$ -	0	\$ -	\$ -		
Trout Creek Rd	N Division St	End	1000	\$ 35,000.00	0	\$ -	\$ 35,000.00		
				\$ -		\$ -	\$ -		
Totals			1450	\$ 50,750.00	22	\$ 44,000.00	\$ 94,750.00		

SW Quad

Index Map
Region

Street Name	From	To	Sidewalk (LFT)	Estimate Cost For Walk Improvements	Curb Ramps (EACH)	Estimated Cost for Ramp Improvement	Total Estimated Cost	Deficiency	Priority Ranking
(West-East Routes)									
Eagle Blvd	Fairway Ave	Hilbish Blvd	0	\$ -	4	\$ 8,000.00	\$ 8,000.00		
Indiana St	Hilbish Blvd	Maple St	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
W Michigan St	Maple St	S Division St	0	\$ -	3	\$ 6,000.00	\$ 6,000.00		
W St Joseph St	Hilbish Blvd	S Division St	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
(North-South Routes)									
Fairway Ave	End	W Vistula St (SR 120)	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Butternut Ct	End	Indiana St	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Par Blvd	End	Eagle Blvd	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Birdie Blvd	End	Eagle Blvd	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Turnberry Blvd	End	Eagle Blvd	0	\$ -	2	\$ 4,000.00	\$ 4,000.00		
Hilbish Blvd	Eagle Blvd	W St. Joseph St	0	\$ -		\$ -	\$ -		
Maple St	Indiana St	W St. Joseph St	0	\$ -		\$ -	\$ -		
Chestnut St	W Michigan St	W St. Joseph St	100	\$ 3,500.00	2	\$ 4,000.00	\$ 7,500.00		
Illinois St	Depot St	W St. Joseph St	300	\$ 10,500.00	2	\$ 4,000.00	\$ 14,500.00		
S Division St (SR 15)	Depot St	W St. Joseph St		\$ -		\$ -	\$ -		
Totals			400	\$ 14,000.00	25	\$ 50,000.00	\$ 64,000.00		

SE Quad

Index Map
Region

Street Name	From	To	Sidewalk (LFT)	Estimate Cost For Walk Improvements	Curb Ramps (EACH)			Estimated Cost for Ramp Improvement	Total Estimated Cost	Deficiency	Priority Ranking
(West-East Routes)											
Washington St.	E. St. Joseph St. (W)	E St. Joseph St. (E)	0	\$ -		4		\$ 8,000.00	\$ 8,000.00		
		Totals	0	\$ -	0	4	0	\$ 8,000.00	\$ 8,000.00		

APPENDIX D: BUILDINGS AND FACILITIES ASSESSMENTS

2023 TITLE VI IMPLEMENTATION PLAN



APPROVED BY THE TOWN COUNCIL

THIS _____ DAY OF _____, 2023

Jeff Beachy
President

Cathy Burke
Member

Gregg Tuholski
Member

Andrew Medford
Member

Doug DeSmith
Member

ATTEST:

Cathy Antonelli, Clerk-Treasurer

Title VI Coordinator
Mike Yoder
Town Manager
303 E Vistula Street,
Bristol, IN 46507
Office: (574) 848-7007 ext. 1
Email: townmanager@bristolindiana.org

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INTRODUCTION

This document is intended to serve as a demonstration of the Town of Bristol's continual and ongoing effort to maintain compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations to ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of religion, race, color, national origin, disability, sex, sexual orientation, gender identity, age, low income status, limited English proficiency, or status as a Veteran. As recipients of federal funds, public entities are required to comply with Title VI of the Civil Rights Act of 1964 ("Title VI"), the Americans with Disabilities Act of 1992, (the "ADA"), and other laws, executive orders and regulations related to nondiscrimination and accessibility.

Federal funds stem from tax dollars paid by all people and the programs and facilities developed from them must benefit everyone equally. In addition, recipients and sub-recipients of federal funds (those who receive federal funds as they trickle down to develop programs and projects) have contractual obligations to comply with Assurances of Non-discrimination (Assurances) as a condition of receiving those funds, and also with INDOT's annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Federal Grant opportunities.

ACCOMPLISHMENTS & GOALS

Accomplishments in 2022

- Update Title VI Implementation Plan

List of Goals / Three Year Plan

- Develop and train employees on Title VI policy and procedures.
- Compile a list of programs, activities, and the facilities where they are held, that could have Title VI implications.
- Develop a plan to address implications that are identified.
- Develop and implement procedures for collection of pertinent data.
- Develop and implement pre/post-award protocols related to sub-recipients to ensure sub-recipient(s) also remain compliant with Title VI.
- Work with liaisons, representatives, and Title VI team members on ways to improve related communication and community involvement.
- Work with GIS to develop and identify public participation plan maps.
- Develop voluntary surveys to gather data to determine limited English proficiency disparity impact (if any).
- Update Title VI Implementation Plan annually.
- Complete the Annual Pre-Award Certification & Assurance Survey
- Become a member of the Indiana ADA and Title VI Coordinator's Association
- Participated in IACT's Webinar for Title VI & ADA/How They Work Together
- Update Town Website
- Update future LPA Contractor Construction Contracts

POLICY STATEMENT / NOTICE

The Town of Bristol (hereafter referred to as “Town”) is required to comply with Title VI of the Civil Rights Act of 1964 (Title VI) and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of race, color, age, national origin, gender, disability or income status.

The Town assures that no person in the United States shall, on the grounds of race, color, age, national origin, or gender, disability, or income status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Town hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment under, any program or activity that receives or benefits from Federal financial assistance.

In the event the Town distributes federal aid funds to a sub-recipient, the Town will include Title VI language in all written agreements and will monitor for compliance. The Town’s Title VI Coordinator is the appointed Mike Yoder, Town Manager, 303 E Vistula Street, Bristol, IN 46507. Office (574) 848-7007 ext. 1 Email townmanger@bristolindiana.org.

Additionally, the Town values each individual’s civil rights and intends to provide equal opportunity and equitable services for the residents and patrons of the town, and acknowledges throughout the years, additional regulations, statutes, directives and executive orders have been passed which expand the breadth of Title VI, and has endeavored to provide non-discrimination in all areas (including employment opportunities).

Therefore, regardless of receiving any federal funds, the Town prohibits discrimination and/or the exclusion of individuals from employment or participation opportunities, its municipal facilities, programs, activities and services not only based on the individual person’s race, color, national origin, disability, sex, age, income status or limited English proficiency (Title VI), but also individual person’s religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law. Further, irrespective of whether sexual orientation or transgender status are legally-protected statuses, the Town does not tolerate discrimination on the basis of sexual orientation or transgender status.

The Town has recognized these tenets, to include INDOT’s annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Grant opportunities, and will continue to monitor policies for compliance. (see Appendix – Title VI - Notice)

ADMINISTRATION / ACTION OF PLAN

The Town Council President of Town of Bristol, Indiana is responsible for ensuring the implementation of the Town’s Title VI Program. The Town Manager serves as the Title VI Coordinator, on behalf of the Town Council President, and is responsible for the overall management of the Title VI Program to ensure compliance with provisions of the Town’s policy of non-discrimination with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Title VI Coordinator

Mike Yoder
Town Manager, 303 E Vistula Street,
Bristol, IN 46507
Office: (574) 848-7007 ext. 1
Email: townmanger@bristolindiana.org

NON-DISCRIMINATION MEASURES

Elimination of Discrimination – Work with the Title VI Liaisons (Department Heads) to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in the Town’s processes. Develop and implement the Town of Bristol’s Limited English Proficiency (LEP) Plan; provide training to the Department Heads on procedure to follow when a person requests an interpreter. Establish procedures for reviewing contracts with sub-recipients, special interest programs and activities to include Title VI assurance; Attend Title VI Training as required by INDOT.

Public Dissemination - Work with the Title VI Liaisons to develop and disseminate Title VI Program information to the Town employees and sub-recipients, including contractors, subcontractors, consultants, sub-consultant and the general public. Public dissemination may include postings of official statements, inclusions of Title VI language in contracts or other agreements, website postings, and an annual publication of the Town’s Title VI Policy Statement in the newspaper and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English. (See Appendix – US Census 2020 Language Identification Card)

Collection of Data The Town of Bristol shall utilize a voluntary Title VI public involvement survey performed by the Title VI Liaisons (Department Heads) that will be made available at public hearing, meeting, program, activity, or on participation enrollments, and review and analyze the statistical data gathering process periodically to ensure sufficiency of data for meeting the requirements of the Title VI program administration, and document the analysis for the Federal Highway Administration (FHWA).

The voluntary survey will allow respondents to remain anonymous and will ask questions regarding any category protected under federal, state, or local law. Completed surveys will be retained by the Title VI Coordinator for three (3) years. (See Appendix – Voluntary Title VI Public Involvement Survey)

Monitoring Contractors and Consultants - The Town of Bristol, Indiana will ensure that all federally funded contracts contain required Title VI assurances prohibiting discrimination as herein defined by consultants and contractors to ensure compliance with the non-discrimination policy and will promptly investigate any alleged claim of discrimination and will work with the consultant or contractor to maintain compliance with the Town's non-discrimination policy.

Training of Employees - The Title VI Coordinator will train Department Heads and employees on Title VI compliance. In addition, Title VI training will be available to contractors and sub-contractors when needed. The training will provide information on Title VI provisions and operations, and identify Title VI issues and resolutions of complaints. Training will include the collection of participation data all departments, events, programs, surveys, and complaints.

Reporting – The Title VI Coordinator will conduct reviews of the Town’s Title VI Program to assess for Title VI compliance to assure effectiveness in compliance with Title VI provisions. The Title VI Coordinator and the Title VI Liaisons (Department Heads) will coordinate efforts to ensure the requirements of Title VI are met.

Complaints – The Title VI Coordinator will ensure the Complaint Procedure for filing, review and investigating Title VI complaints received by the Town of Bristol will follow procedural guidelines in order to ensure every effort is made to resolve complaints and that they are properly documented, the Clerk Treasurer will maintain a detailed log of all complaints. (See Appendix – Title VI Complaint Log)

Department Head (Title VI Liaison) Responsibilities - Each Department Head within the Town of Bristol is responsible for the following items related to Title VI:

- Ensuring all Town contract documents contain the appropriate Title VI provisions;
- Consulting with the Town Manager and the Town Council when Title VI complaints are received or issues arise;
- Ensure that all people are treated equitably regardless of race, color, national origin, disability, gender, age, income status or limited English proficiency;
- Develop internal policies and procedures to ensure Title VI compliance during all phases of projects, activities, etc.;
- Ensure all business pertaining to the selection, negotiation and administration of consultant contracts and agreements is accomplished without discrimination based on race, color, national origin, disability, gender, age, income status or limited English proficiency (LEP);
- Ensure internal and external publications and all other relevant communications disseminated to the public include a Title VI policy reference; and
- Provide information in the appropriate language or interpreters as needed for individuals with disabilities and/or LEP persons.

Department Head (Title VI Liaisons) Reporting - The Department Heads must submit the Title VI Compliance Review Form to the Title VI Coordinator as an assessment tool to determine whether the departments are in compliance with Title VI and to ascertain instances where the Title VI Coordinator may provide training to help the Department Heads achieve its Title VI goals and maintain compliance. The Title VI Coordinator will review the data collection procedures for each department periodically to ensure compliance with the Town’s Title VI policies.

The Department Heads should prepare the report and submit it annually on or around June 30th of each year. The information that should be included in each annual report submitted shall include, at a minimum: The number of federally funded projects awarded during the past year; Number of Title VI complaints received during the past year; The attendance at a related public meetings/hearings tracked and broken down by ethnicity, race, gender and disability; Statistical data collected on ethnicity, race, gender and disability for communities impacted by construction projects, activities, events, and/or programs.

ENVIRONMENTAL JUSTICE

In accordance with Presidential Executive Order 12898 (EO12898) Environmental Justice for Low Income & Minority Populations of 1994, each federal agency shall ensure that all programs or activities receiving Federal financial assistance make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high adverse human health or environmental effects of its activities on minority and low-income populations, particularly when such analysis is required by the National Environmental Policy Act (NEPA). EO12898 emphasizes the importance of NEPA's public participation process, directing that each Federal agency shall provide opportunities for community input in the NEPA process. Agencies are further directed to identify potential effects and mitigation measures in consultation with affected communities. EO12898 requires agencies to work to ensure effective public participation and access to information. Thus, within its NEPA process and through other appropriate mechanisms, each federal agency should, translate crucial public documents, notices and hearings, relating to human health or the environmental for limited English proficiency populations when it is practical and appropriate.

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, age, national origin, gender, disability, or income status. Part of Title VI reads, *“No person in the United States shall, on the ground of race, color, age, national origin, gender disability, or income status be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”*

The three fundamental environmental justice principles are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potential by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income population.

The Town of Bristol is committed to these environmental justice principles in all work that the Town performs.

TITLE VI ASSURANCES

These are standard U.S. Department of Transportation assurances that outline the Town of Bristol's guarantee for compliance with Title VI of the Civil Rights Act of 1964 as a recipient of federal financial assistance.

Standard INDOT Title VI Assurances Version 2016.1

The Town of Bristol, Indiana (hereinafter referred to as the "Town") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscriminatory authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790), low income (Executive Order 12898), or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Town receives Federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Town hereby gives the following specific assurances with respect to its Federal Aid Transportation Program.

1. That the Town agrees that each "program" and each "facility" as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Town shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with the Federal Aid Transportation Program and, in adapted form in all proposals for negotiated agreements: *Town of Bristol in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.*
3. That the Town shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Town shall insert the clauses of Appendix B of this assurance, 'as a covenant running

with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Town receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Town receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Town shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Town with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Transportation Program.

8. That this assurance obligates the Town for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Town or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Town retains ownership or possession of the property.

9. The Town shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Town agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Town Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Transportation Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, income status or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town or the Indiana Department of Transportation (hereinafter referred to as "INDOT") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town, or INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or INDOT or FHWA may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Town or INDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Town or INDOT or FHWA to enter into such litigation to protect the interests of the Town or INDOT or FHWA and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein for the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal-Aid Highway Programs and the policies and procedures prescribed by INDOT or FHWA and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statues (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Town all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town, its successors and assigns.

The Town, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,][and)* (2) that the Town shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statues - Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Town pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statues - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Town and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Town pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statues - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Town and its assigns.

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.*

LIMITED ENGLISH PROFICIENCY (LEP) PERSONS

The Town of Bristol, Indiana will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits.

Presidential Executive Order No. 13166, titled “Improving Access to Services for Persons with Limited English Proficiency,” indicates that individuals treated differently based upon their inability to speak, read, write or understand English is a type of national origin discrimination. Presidential Executive Order No. 13166 defines limited English proficiency persons as those individuals who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

For any program or project receiving federal funds the Town of Bristol, Indiana will conduct a four part analysis to determine what, if any, limited English proficiency services will be required. The four factors to be considered in determining the need and type of language assistance services are:

- 1. Number or proportion of LEP persons encountered in need for assistance
- 2. Frequency of contact with LEP persons
- 3. Nature and importance of program or service provided
- 4. Resources available to the Town of Bristol, Indiana

If a review of the first two factors show that less than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, no language assistance measures will be developed for that program or project. This will be determined through United States Census Bureau data as well as a review of Encounter Forms completed by town personnel.

However, in an effort to ensure that persons with Limited English Proficiency have meaningful access and equal opportunity, the Town of Bristol, Indiana will accommodate any and all requests for oral or written translation services. If more than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, the Town of Bristol, Indiana will review the nature and importance of the program or project to determine what language assistance measures should be developed for the program or project.

The resources available to the Town of Bristol, Indiana should be considered in determining the appropriate language assistance measures. Language assistance measures may include, but are not limited to, oral interpreter service, either in-person or through a telecommunication service, written translation service, bilingual staff, use of community volunteers, language cards, and use of universal signs, symbols and pictures.

The Town of Bristol strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to Town services.

A U.S. Census Bureau Language Identification card is available as part of this document (see Appendix – US Census 2020 Language Identification Card) and on the Town’s website (bristolindiana.org) and is also available at Town Hall located at 303 E Vistula Street, Bristol, IN 46507. This card allows LEP individuals to communicate their preferred language to Town staff whereas Town staff may then access a language translation service to accommodate the needs of the person with LEP. A translation service called INDY Translations, phone number (317) 566-8200 is available to Town staff or other translation services may be used as determined by the Town.

FILING A COMPLAINT

Complaint Procedure - Any person may who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, disability, sex, age, low income status or limited English proficiency, sexual orientation or transgender status, religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law, or in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person. (See Appendix – Title VI - Complaint Form).

It is the policy of the Town of Bristol to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated. No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Individuals with requests for services, questions or complaints concerning “Section 504 of the ADA” or “Title VI Non-Discrimination Policy on Public Access to Facilities, Programs, Activities & Services, Employment or Participation Opportunities” should submit a written or verbal complaint to the Title VI Coordinator.

Title VI Coordinator
Mike Yoder, Town Manger
303 E Vistula Street, Bristol, IN 46705
Office: (574) 848-7007 ext. 1
Email: townmanager@bristolindiana.org

The complaint should be submitted within 180 days of the alleged discrimination. Complaint forms may be found on the Town’s website (bristolindiana.org) or at Town Hall located at 303 E Vistula Street, Bristol, IN 46705. Although it is highly recommended, individuals are not required to use the Town’s complaint form. If necessary, the Town will help an individual reduce their complaint to writing for signature.

The complaint should address all sections as applicable in the Title VI - Complaint Form including, but not limited to, the name, address and telephone number of the individual complaining (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Within 60 days of the receipt of the complaint the Town will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The Town will try to obtain an informal voluntary resolution to all complaints at the lowest level possible. A complainant’s identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential. These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual’s right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Indiana Department of Transportation Economic Opportunity Division 100 N. Senate, Room N750 Indianapolis, IN 46204 Phone: (317) 233-6511 Fax: (317) 233-0891	Indianapolis District EEOC Office 101 West Ohio Street, Ste 1900 Indianapolis, IN 46204 Phone: (800) 669-4000 Fax: (317) 226-7953 TTY: 1 (800) 669-6820	Indiana Civil Rights Commission 100 N. Senate Ave., Room N103 Indianapolis, IN 46204 Toll Free: 1 (800) 628-2909 Phone: (317) 232-2600 Fax: (317) 232-6560 Hearing Impaired: 1 (800) 743-3336
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Processing the Complaint - The Title VI Coordinator will review the complaint upon receipt to ensure that all information is provided, the complaint meets the 180 day filing deadline and falls within the jurisdiction of the Town, and will then investigate the complaint. If the complaint is against the Title VI Coordinator, then the Town Council will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the Town Attorney.

If the complaint warrants a full investigation, the complainant will be notified in writing by certified mail. This notice will name the investigator and/or investigating agency.

The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator’s name and will request that this party be available for an interview.

Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator. Once the Town has investigated the report findings, the Town will adopt a final resolution and all parties will be property notified of the outcome of the Town’s investigative report.

If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the Town’s decision. Appeals must be filed within 180 days after the Town’s final resolution. Unless new facts not previously considered come to light, reconsideration of the Town’s determination will not be available.

The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled “Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statues,” available online at:

[http://www.enviro-lawyer.com/DOJ%20investigations%20Procedures%20Manual%20\(1998\).pdf](http://www.enviro-lawyer.com/DOJ%20investigations%20Procedures%20Manual%20(1998).pdf)

Title VI Complaint Filing - Complaints filed with the Town of Bristol, Indiana, based on violations of Title VI of the Civil Rights Act of 1964, must include the following information: Name of Complainant; Date of Complaint; Address of Complainant; Telephone Number of Complainant; Name of Agency / Department Accused of Discriminatory Practices; Name of Individual Accused of Discriminatory Practices; Description of Alleged Discrimination; Date of Alleged Discrimination; and/or Supporting Documentation. (See Appendix – Title VI Complainant Consent / Release Form) and (See Appendix – Title VI Complaint Form).

Alleged Discrimination – If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, the basis on which you believe these discriminatory actions were taken must be included. *Note: The Town of Bristol, Indiana prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the Town. Please inform the Title VI Coordinator if you feel you were intimidated or experience perceived retaliation in relation to filing a complaint.*

Letter Acknowledging Receipt of Complaint – Following receipt of the complaint alleging discriminatory actions / behavior, the Title VI Coordinator will send the complainant a letter acknowledging receipt by the Town of Bristol of the complaint.

Letter Notifying Complainant that the Complaint is Substantiated - If, after investigation, the Town of Bristol determines that the filed complaint alleging a Title VI violation has been substantiated, the Town shall notify the complainant of such determination and that the Town has implemented measures to correct the issue. Such notice shall also indicate that the complainant may be notified again by the Town or state or federal authorities if an administrative hearing process is initiated.

Letter Notifying Complainant that the Complaint is Not Substantiated - If, after investigation, the Town of Bristol determines that the filed complaint alleging a Title VI violation has not been substantiated, the Town shall notify the complainant of such determination and that the Town is closing the file for this issue. Such notice shall also indicate that the complainant has the right to appeal within seven (7) calendar days of receipt of this final written decision from the Town of Bristol, and/or file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave SE Washington DC, 20590

COMPLIANCE

The Town of Bristol shall make every effort to regulate, monitor, review, and report on the federal programs to assure compliance.

Upon a finding by the Town of Bristol of noncompliance, the Town of Bristol shall take the following actions with regard to:

Processing - The compliance officer shall immediately notify the Responsible Official in writing of the violation(s) held to constitute noncompliance with Title VI and of the steps necessary to correct these violation(s).

Reporting - The compliance officer shall notify the sub-recipient or employee found to be in noncompliance in writing within thirty (30) days of the compliance officer's report of noncompliance and of the violation(s) and corrective measures necessary to remedy the violation(s).

Resolution - The Town of Bristol shall attempt to secure voluntary compliance with Title VI. In the event that efforts to secure voluntary compliance are not secured within a reasonable period of time, the compliance officer will notify the Responsible Official, in writing, of the recommended corrective action.

Enforcement/Corrective Actions - The Responsible Official shall implement corrective actions within thirty (30) days of receipt and acceptance of the notification of recommended corrective action.

Employees or grant sub-recipients who refuse to voluntarily comply with Title VI or to take corrective actions required by the Town of Bristol shall face disciplinary action, or in the case of grant sub-recipients, may face termination or suspension of the contractual relationship with the Town of Bristol.

Monitoring of Programs - The Town of Bristol shall undertake to periodically monitor all programs funded through federal assistance for those sub-recipients who have been found by the Town of Bristol to be in non-compliance with Title VI.

APPENDICES / ATTACHMENTS

THE TOWN OF BRISTOL, INDIANA
TITLE VI - NOTICE

The Town of Bristol (hereafter referred to as “Town”) is required to conform to Title VI of the Civil Rights Act of 1964 (Title VI) and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of race, color, age, national origin, gender, disability or income status.

The Town assures that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Town hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from Federal financial assistance.

In the event the Town distributes federal aid funds to a sub-recipient, the Town will include Title VI language in all written agreements and will monitor for compliance. The Town’s Title VI Coordinator is the appointed Town Manager, Mike Yoder, Town of Bristol, 303 E Vistula Street, Bristol, IN 46507. Office: (574) 848-7007 ext. 1, Email: townmanger@bristolindiana.org.

Additionally, the Town values each individual’s civil rights and intends to provide equal opportunity and equitable services for the residents and patrons of the Town, and acknowledges throughout the years, additional regulations, statutes, directives and executive orders have been passed which expand the breadth of Title VI, and has endeavored to provide non-discrimination in all areas (including employment opportunities).

Therefore, regardless of receiving federally funds, the Town prohibits discrimination and/or the exclusion of individuals from employment or participation opportunities, its municipal facilities, programs, activities and services not only based on the individual person’s race, color, national origin, disability, sex, age, low income status or limited English proficiency (Title VI), but also individual person’s religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law. Further, irrespective of whether sexual orientation or transgender status are legally-protected statuses, the Town does not tolerate discrimination on the basis of sexual orientation or transgender status.

The Town has recognized these tenets, to include INDOT’s annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Grant opportunities, and will continue to monitor policies for compliance.

Jeff Beachy, Town Council President
Town of Bristol

Date

US CENSUS 2020 LANGUAGE IDENTIFICATION CARD

OMB No. 0607-1006: Approval Expires 11/30/2021

	<h2>Language Identification Card</h2>
<p>I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, someone may contact you who speaks _____.</p>	
<p>Español (Spanish 02)</p>	
<p>Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.</p>	
<p>普通话、广东话 (Chinese simplified)</p>	
<p>我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们? (Mandarin 03): 如果没有, 可能会有会讲普通话的人与您联系。 (Cantonese 04): 如果没有, 可能会有会讲广东话的人与您联系。 如果您閱讀繁體中文, 請參閱第2頁 (普通話或廣東話) (Chinese traditional on pg 2)</p>	
<p>Tiếng Việt (Vietnamese 05)</p>	
<p>Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.</p>	
<p>한국어 (Korean 06)</p>	
<p>저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.</p>	
<p>Русский (Russian 07)</p>	
<p>Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.</p>	
<p>العربية (Arabic 08)</p>	
<p>أنا أعمل لمكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا، فقد يتصل بكم شخص يتكلم اللغة العربية.</p>	
<p>Tagalog (Tagalog 09)</p>	
<p>Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.</p>	
<p>Polski (Polish 10)</p>	
<p>Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.</p>	
<p>Français (French 11)</p>	
<p>Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.</p>	
<p>Kreyòl Ayisyen (Haitian Creole 12)</p>	
<p>Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.</p>	
<p>Português (Portuguese 13)</p>	
<p>Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.</p>	
<p>日本語 (Japanese 14)</p>	
<p>私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか?もしない場合は、日本語を話す係員があなたに連絡をすることがあります。</p>	

D-ID (09-19-19)

Shqip (Albanian 15)
Unë punoj për Byronë Amerikane të Censurit. A ka njeri këtu tani që flet anglisht dhe mund të na ndihmojë? Nëse jo, dikush që flet shqip mund t'ju kontaktojë.
አማርኛ (Amharic 17)
እኔ የአሜሪካ ህዝብ ቆጠራ ቢሮ ሰራተኛ ነኝ። እንግሊዝኛ የሚናገርና ሊረዳን የሚችል ሰው አለ? ከሌለ አማርኛ የሚችል ሰው ሊያነጋግርዎ ይችላል።
Հայերեն (Armenian 18)
Ես աշխատում եմ ԱՄՆ Մարդահամարի բյուրոյի համար: Ներկա՞ է այստեղ այժմ սրև է մեկը, ով խոսում է անգլերեն և կարող է օգնել մեզ: Եթե ոչ, ապա հայերեն խոսող սրև է մեկը կարող է կապվել Ձեզ հետ:
বাংলা (Bengali 19)
আমি ইউ.এস. জনগণনা ব্যুরোতে কাজ করি। এখানে এখন কি এমন কেউ আছেন যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারবেন? না থাকলে বাংলা বলতে পারেন এমন কেউ আপনার সাথে যোগাযোগ করতে পারেন।
Босански/ Bosanski (Bosnian 20)
Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski. Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski.
Български (Bulgarian 21)
Служител съм на Бюрото за преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, с вас може да се свърже някой от нашите служители, който говори български.
မြန်မာဘာသာ (Burmese 22)
ကျွန်တော်/ကျွန်မက အမေရိကန်ပြည်ထောင်စု သန်းခေါင်စာရင်းဌာနအတွက် အလုပ်လုပ်ပါတယ်။ ဒီမှာ အင်္ဂလိပ်စကားပြောတတ်ပြီး ကျွန်တော်/ကျွန်မတို့ကို ကူညီနိုင်သူ ရှိပါသလား။ မရှိဘူးဆိုရင်တော့ မြန်မာစကားပြောတတ်သူတစ်ဦးက လူကြီးမင်းကို ဆက်သွယ်ပါလိမ့်မယ်။
普通话·廣東話 (Chinese traditional)
我是美國人口普查局的工作人員。請問您這裡有沒有會說英語的人可以幫助我們? (Mandarin 03): 如果沒有，可能會有會講普通話的人聯絡您。 (Cantonese 04): 如果沒有，可能會有會講廣東話的人聯絡您。
Hrvatski (Croatian 23)
Ja radim za američki Ured za popis stanovništva. Ima li trenutno ovdje nekoga tko govori engleski i tko bi nam mogao pomoći? Ako nema, mogao bi Vas kontaktirati netko tko govori hrvatski.
Čeština (Czech 24)
Pracuji pro Americký úřad pro sčítání lidu. Je zde někdo, kdo hovoří anglicky a může nám pomoci? Pokud ne, je možné, že Vás bude kontaktovat někdo, kdo hovoří česky.

Nederlands (Dutch 25)
Ik werk voor het Censusbureau van de VS. Is er hier iemand die Engels spreekt en ons kan helpen? Zo niet, dan kan iemand contact met u opnemen die Nederlands spreekt.
فارسی (Farsi 26)
من برای اداره سرشماری ایالات متحده کار می‌کنم. آیا هم‌اکنون اینجا کسی هست که به زبان انگلیسی حرف بزند و بتواند به من و شما کمک کند؟ اگر نیست، در این صورت احتمال دارد یک نفر از اداره سرشماری که به زبان فارسی صحبت می‌کند یا شما تماس بگیرد.
Deutsch (German 27)
Ich arbeite für die US-amerikanische Statistikbehörde. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, kann jemand, der Deutsch spricht, Kontakt mit Ihnen aufnehmen.
Ελληνικά (Greek 28)
Εργάζομαι στο Γραφείο Απογραφής Πληθυσμού των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, μπορεί κάποιος να επικοινωνήσει μαζί σας στα Ελληνικά.
ગુજરાતી (Gujarati 29)
હું યુ.એસ. જન ગણના બ્યુરો માટે કામ કરું છું. શું હાલમાં અહીં એવી કોઈ વ્યક્તિ છે જે અંગ્રેજી બોલી શકે અને અમને મદદ કરી શકે? જો કોઈ ના હોય તો, ગુજરાતી બોલતી કોઈપણ વ્યક્તિ તમારી સાથે સંપર્ક કરી શકે છે.
עברית (Hebrew 30)
אני עובד עבור לשכת מפקד האוכלוסין של ארה"ב. האם נמצא כאן עכשיו מישהו שמדבר אנגלית ויכול לעזור לנו? במידה ולא, ישנה אפשרות שייצור אתכם קשר מישהו שמדבר עברית.
हिंदी (Hindi 31)
मैं यू.एस. जनगणना ब्यूरो के लिए काम करता हूँ। क्या यहां अभी कोई ऐसा है जो अंग्रेज़ी बोलता हो और हमारी मदद कर सकता हो? अगर नहीं तो, कोई आपसे संपर्क करेगा जो हिंदी में बात करता हो।
Hmoob (Hmong 32)
Kuv ua hauj lwj rau Teb Chaws Asmeskas Koom Haum Suav Pej Xeem. Puas muaj leej twg tam sim no txawj hais lus Askiv thiab yuav pab tau peb? Yog tsis muaj, muaj neeg hais Lus Hmoob yuav hu rau koj.
Magyar (Hungarian 33)
Az Egyesült Államok Népszámlálási Hivatalánál dolgozom. Van a közelben valaki, aki beszél angolul, és segíteni tud most nekünk? Ha nincs, akkor lehet, hogy egy magyarul beszélő munkatársunk fel fogja venni Önnel a kapcsolatot.
Igbo (Igbo 34)
Ana m arụrụ ndị Ngalaba Gọmentị U.S. na-ahụ maka Onyogugu ndị mmadụ oru. È nwèrè onye nọ ebe à ugbo, a bụ onye na-asụ Igbo nwere ike inyere anyị aka? Ọ bụrụ nà è nweghi, otù onye nā-asụ Igbo nwèrè ike jkpọturụ gị.
Ilokano (Ilocano 35)
Agtrabtrabahoak para iti U.S. Census Bureau. Adda kadi ditoy ita iti siasinoman a makapagsao iti Ingles ken makatulong kadakami? No awan, adda maysa a mangkontak kadakayo a makapagsao iti Ilokano.

Bahasa Indonesia (Indonesian 36)

Saya bekerja untuk Biro Sensus A.S. Apakah di sini ada yang bisa berbahasa Inggris dan dapat membantu kami? Jika tidak, seseorang yang berbahasa Indonesia mungkin menghubungi Anda.

Italiano (Italian 37)

Lavoro per conto dell'Ufficio Censimento degli Stati Uniti. C'è qualcuno qui adesso che parli inglese e possa aiutarci? In caso contrario, qualcuno che parla italiano potrebbe contattarla.

ខ្មែរ (Khmer 38)

ខ្ញុំធ្វើការធ្វើការវិយាល័យជំរឿនរបស់សហរដ្ឋអាមេរិក តើនៅទីនេះ មាននរណាម្នាក់ ចេះនិយាយភាសាអង់គ្លេស ហើយអាចជួយយើងខ្ញុំបានទេ? បើសិនជាគ្មានទេ នោះនឹងមានគេដែលចេះនិយាយភាសាខ្មែរ ទាក់ទងទៅលោកម្នាក់។

ພາສາລາວ (Lao 39)

ຂ້າພະເຈົ້າເຮັດວຽກຢູ່ສຳນັກງານສຳຫຼວດພົນລະເມືອງແຫ່ງສະຫະລັດ. ຕອບນີ້ມີໃຜຢູ່ທີ່ນີ້ທີ່ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ຈະມີຄົນທີ່ເວົ້າພາສາລາວໄດ້ຕົວຕໍ່ຫາທ່ານ

Lietuvių (Lithuanian 40)

Aš esu iš JAV gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų man ir jums padėti? Jei ne, su jumis gali susisiekti lietuviškai kalbantis asmuo.

മലയാളം (Malayalam 41)

ഞാൻ യു.എസ്. സെൻസസ് ബ്യൂറോയിൽ ജോലി ചെയ്യുന്നു. ഇപ്പോൾ ഇംഗ്ലീഷ് ഭാഷ സംസാരിക്കുന്ന, ഞങ്ങളെ സഹായിക്കാൻ കഴിയുന്ന ഒരാൾ ഇവിടെ ഉണ്ടോ? ഇല്ലെങ്കിൽ, മലയാളം സംസാരിക്കുന്ന ആരെങ്കിലും നിങ്ങളെ ബന്ധപ്പെടുക്കാം

मराठी (Marathi 42)

मी यू.एस. जनगणना कार्यालयासाठी काम करतो. इथे आता कुणी अशी व्यक्ती आहे का जी इंग्रजी बोलते व आम्हाला मदत करू शकेल? नसेल तर, कुणी मराठी बोलणारी व्यक्ती आपल्याशी संपर्क करेल.

Diné (Navajo 43)

U.S. Wááshindoondi Diné Nídawólta' Bina'anishgi naashnish. Ła'kóóh hóló k'ad Bilagáana bizaad yee yálti'igíi dóó nihiká adoolwołigíi? Doodago éi ła' da shjį naanidinóotaal Dinék'ehji yálti'igíi.

नेपाली (Nepali 44)

म अमेरिकी जनगणना ब्यूरोमा काम गर्छु । अहिले यहाँ अंग्रेजी बोल्न जाने र हामीलाई मद्दत गर्नसक्ने कोही मान्छे हुनुहुन्छ? यदि कोही छैन भने, तपाईंसँग नेपाली भाषामा कुरा गर्ने कसैले सम्पर्क गर्न सक्दछ ।

ਪੰਜਾਬੀ (Punjabi 45)

ਮੈਂ ਯੂ.ਐਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਲਈ ਕੰਮ ਕਰਦਾ ਹਾਂ। ਕੀ ਇਥੇ ਹੁਣ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਵਿਅਕਤੀ ਹੈ? ਜੇਕਰ ਨਹੀਂ, ਤਾਂ ਤੁਹਾਡੇ ਨਾਲ ਪੰਜਾਬੀ ਬੋਲਣ ਵਾਲਾ ਵਿਅਕਤੀ ਸੰਪਰਕ ਕਰੇਗਾ।

Română (Romanian 46)

Lucrez pentru Biroul pentru recensământ al SUA. Aveți pe cineva lângă dumneavoastră care vorbește limba engleză și ne poate ajuta? Dacă nu aveți pe nimeni, este posibil să fiți contactat(ă) de o altă persoană care vorbește limba română.

Српски / Srpski (Serbian 47)

Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.

Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.

සිංහල (Sinhala 48)

මම එක්සත් ජනපද සංගණන කාර්යාංශයේ සේවය කරමි. මෙහි සිටින ඉංග්‍රීසි බස කථා කරන කෙනෙක්ට අපට උදව් කළ හැකිද? එසේ නොමැති නම් සිංහල බස කථා කරන කෙනෙක් ඔබව සම්බන්ධ කරගනු ඇත.

Slovenčina (Slovak 49)

Pracujem pre Úrad pre sčítanie obyvateľstva USA. Je tu teraz niekto, kto hovorí po anglicky a môže nám pomôcť? Ak nie, možno Vás bude kontaktovať niekto, kto hovorí po slovensky.

Soomaali (Somali 50)

Waxaan u shaqeeyaa Xafiiska Tirakoobka Mareykanka. Hadda ma joogaa qof ku hadla af Ingiriis oo na caawin kara? Haddii uusan joogin, waxaa laga yaabaa inuu idin la soo xiriiro qof ku hadla af Soomaali.

Kiswahili (Swahili 51)

Ninafanya kazi na Shirika la Sensa ya Marekani. Je, kuna mtu hapa ambaye anazungumza Kiingereza na anaweza kutusaidia? Ikiwa hamna, mtu anaweza kuwasiliana nawe anayezungumza Kiswahili.

தமிழ் (Tamil 52)

நான் அமெரிக்க மக்கள்தொகைக் கணக்கெடுப்பு பணியகத்தில் வேலை செய்கிறேன். இங்கே இப்போது யாராவது ஆங்கிலம் பேசுபவர் இருக்கிறாரா மேலும் அவரால் நமக்கு உதவி செய்ய முடியுமா? இல்லையென்றால் யாராவது தமிழ் பேசும் ஒருவர் உங்களைத் தொடர்புகொள்ளலாம்.

తెలుగు (Telugu 53)

నేను యు.ఎస్. జనాభా గణన బ్యూరో కోసం పని చేస్తున్నాను. నాకు సహాయం చెయ్యడానికి ఆంగ్లంలో మాట్లాడేవారు ఎవరైనా ప్రస్తుతం ఇక్కడ ఉన్నారా? లేకపోతే, తెలుగు మాట్లాడే వారు మిమ్మల్ని సంప్రదించారు.

ไทย (Thai 54)

ฉันทำงานให้กับสำนักงานสำมะโนสหรัฐฯ ตอนนี้อยู่ที่ใครที่พูดภาษาอังกฤษได้และสามารถช่วยเราแปลได้หรือไม่ หากไม่มี อาจมีคนพูดภาษาไทยได้ติดต่อกับคุณในภายหลัง

ትግርኛ (Tigrinya 55)

የናይትይ ስቴትስ ቆይራ ህዝቢ ቢሮ እየ ዝሰርኩ። ኣብዚ ሕዚ ቊንቊ እንግሊዝ ዝፈልጥን ክሕግዘና ዝኽእልን ሰብ ኣሎዩ? ተዘየለ ካሊእ ትግርኛ ዝፈልጥ ከዛርበኩም ይኽእል እዩ።

Türkçe (Turkish 56)

A.B.D. Nüfus Sayım Bürosu'ndanım. Burada İngilizce konuşan ve bize yardımcı olabilecek birisi var mı? Yoksa, Türkçe konuşan biri sizinle irtibata geçebilir.

Twi (Twi 57)
Me ne U.S. Nnipakan Asoee a wɔye nnipakan ne nhwehwemu adwuma na eye adwuma. Obi a aka Brɔfo kasa a ɔbetumi aboa yen wo ha seesei anaa? Se obiara nni ha saa a, yebema obi a aka Twi ne mo abekasa.
Українська (Ukrainian 58)
Я представляю Бюро перепису населення США. Поряд із Вами є будь-яка особа, що розмовляє англійською мовою та зможе нам допомогти? Якщо ні, можливо, до Вас звернеться наш представник, що розмовляє українською мовою.
اردو (Urdu 59)
میں امریکی مردم شماری بیورو کے لئے کام کرتا ہوں۔ کیا ابھی یہاں کوئی ایسا شخص ہے جو انگریزی بول سکتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو کوئی شخص آپ سے رابطہ کرے گا جو اردو میں بات کرے گا۔
יידיש (Yiddish 60)
איך ארבעט פאר דעם צענזוס ביוראָ פֿון די פֿאַראײניקטע שטאַטן. איז עמעצער איצט דאָ אין דער היים וואָס רעדט ענגליש און קען אונדז העלפֿן? אויב נישט, וועט עמעצער וואָס רעדט ייִדיש אײַך אפֿשר קאָנטאַקטירן.
Yorùbá (Yoruba 61)
Mo nbá Ilé-ìsẹ̀ Ìkàniyàn Ilẹ̀ Amẹ̀rìkà ọ̀ṣẹ̀. Njẹ́ ẹnìkàn wà níbí yìí nìsisiyí tí ó nso Ẹ̀dè Gẹ̀ẹ̀sì tí ó sì lè ràn wá lówọ́? Bí béèkọ́, ẹnìkàn lè kàn sí ọ́ tí ó nso ẹ̀dè Yorùbá.



2020CENSUS.GOV

The Town of Bristol, Indiana
VOLUNTARY TITLE VI PUBLIC INVOLVEMENT SURVEY

As a recipient of federal funds, the Indiana Department of Transportation (INDOT) is requiring local agencies to develop a procedure for gathering statistical data regarding participants and beneficiaries of its federal-aid highway programs and activities (23 CRF §200.9(b)(4)). The Town of Bristol is distributing this voluntary survey to fulfill that requirement to gather information about the populations affected by proposed projects.

You are not required to complete this survey. Submittal of this information is voluntary. This form is a public document that the Town of Bristol will use to monitor its programs and activities for compliance with Title VI and the Civil Rights Act of 1964, as amended and its related statutes and regulations.

If you have any questions regarding the Town of Bristol's responsibilities under Title VI of the Civil Rights Act of 1964 or the Americans with Disabilities Act, please contact the Title VI Coordinator.

You may return the survey via hand-delivery to the Town Hall by folding it and placing it on the front desk, by mail, or email with the given information below.

Date: <i>(month, day, year)</i>			
Project Name:			
Proposed Project Location:			
Gender: Female Male		Ethnicity: Hispanic or Latino Not Hispanic or Latino	
Race: <i>(Circle one or more)</i> White Black or African-American Multiracial American Indian or Alaska Native Asian Native Hawaiian or Other Pacific Islander			
Age: 1-21 22-40 41-65 65+		Disability: Yes No	
Household Income: 0-\$12,000 \$12,001-\$24,000 \$24,001-\$36,000 \$36,001-\$48,000 \$48,001-\$60,000 \$60,001 or above			

Title VI Coordinator
 Mike Yoder, Town Manager
 303 E Vistula Street,
 Bristol, IN 46507
 Office: (574) 848-7007 ext. 3
 Email: townmanager@bristolindiana.org

The Town of Bristol, Indiana
TITLE VI COMPLAINT CONSENT / RELEASE FORM

Name:	Telephone Number:
Address (number and street, town, state, ZIP code):	
<p><i>As a complainant, I understand that during an investigation it may become necessary for The Town of Bristol (Town) to reveal my identity to individuals outside of the Town government in the course of verifying information or gathering facts and evidence to develop a basis for making a civil rights compliance determination. I understand that it may be necessary for the Town to share information, including personal details collected as part of its complaint investigation. In addition, I understand that as a complainant, I am protected by Title VI of the Civil Rights Act of 1964, as amended, and its related statutes and regulations prohibiting intimidation or retaliation for taking action or participating in an action to secure rights protected by the nondiscrimination statutes enforced by the Town.</i></p>	
<p><i>Please read both paragraphs below, select your choice of CONSENT or CONSENT DENIED by circling one and sign below.</i></p>	
<p>CONSENT</p> <p>I have read and understand the above information and authorize the Town of Bristol to disclose my identity to individuals as needed during the course of the investigation for the purpose of verifying information or gathering facts and evidence relevant to the investigation of my complaint. I authorize the Town of Bristol to receive, review, and discuss material and information about me relevant to the investigation of my complaint.</p> <p>I understand that the material and information will be used for authorized civil rights compliance and enforcement activities. I further understand that I am not required to authorize this release and volunteer to do so.</p>	
<p>CONSENT DENIED</p> <p>I have read and understand the above information and do not want the Town of Bristol to disclose my identity to any individual during the course of the investigation. I understand this choice could delay the investigation of my complaint and may, in some circumstances, result in an administrative closure of the investigation of my complaint without the Town of Bristol making a determination in my case.</p>	
Signature:	Date:
Printed Name:	

**Section III
(continued)**

Section IV

Have you previously filed a Title VI complaint with the Town of Bristol?
Please check Yes or No: Yes No

Section V

Have you filed this complaint with any Federal, State, or Local Agency, or with any Federal or State Court?
Please check Yes or No: Yes No

If checked No, please go to Section VI
If checked Yes, check all that Apply:

Federal Agency State Agency Local Agency Federal Court State Court

Please provide information about a contact person at the Agency and/or Court where the complaint was filed. If filed with more than one Agency and/or Court, please securely attach and identify additional forms as needed.

Name:
Title:
Agency:
Address:
Telephone:
Email Address:

Section VI

Name of Agency Complainant is concerning:
Contact person:
Title:
Telephone:
Email Address:

You may securely attach and identify any written materials or other additional information that you think is of relevance to your complaint. Signature, printed name and date are required below:

Signature: _____ Printed Name: _____ Date: _____

(NOTE: we cannot accept your complaint without a signature)

Please mail or email this completed form:
ATTN: Mike Yoder (Title VI Coordinator), Town Manager, 303 E Vistula Street, Bristol, IN 46507
Office: (574) 848-7007 ext. 3 Email: townmanager@bristolindiana.org

Office Use Only

Date Town Received	Received By	Start Date	Closed Date
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ENGINEERING FEE ESTIMATION

PROJECT NAME/DESCRIPTION:	Town of Bristol - WWTP Improvements Building Amendment
ESTIMATE DATE:	9/18/2023
PROJECT MANAGER:	Andrew M. Robarge
RATE YEAR WORK WILL BE COMPLETED:	July 1, 2023 - June 30, 2024
START DATE:	9/21/2023
DURATION (MONTHS):	3.0
DIRECT LABOR MULTIPLIER:	3.3086
SUB-CONSULTANT ADMINISTRATIVE CHARGE:	15%
REIMBURSABLE EXPENSES ADMINISTRATIVE CHARGE:	15%

TASK/HOUR SUMMARY																	Total
	Project	Project	Sr Electrical	Project	Project	Engineer	Engineer	Designer	Designer	Designer	CADD	Clerical	Total	Direct	Sub-		Cost
	Manager III	Manager II	Engineer	Engineer II	Engineer I	Intern II	Intern I	Grade IV	Grade III	Grade II	Specialist I	Grade II	Hours	Labor	Consultant	Expenses	w. Multiplier
EMPLOYEE NAME	Wells	Robarge	Church	Fortier	Mendoza	Wakefield	Litsheim / Dill	Dugan	Johnson	Means	Goldstein	Zarakas					
TASK																	
PROCESS - SITE CIVIL DESIGN - NEW BUILDING	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Process - Architect Coordination	8	2			4				12			1	27	\$1,755			\$5,806
Site-Civil Design (Drain Piping, Conduit)	4				4		8		8		16		40	\$1,775			\$5,871
Geotechnical Investigation (Two Borings and Report)					2							1	3	\$136	\$5,800		\$7,119
Process - Site Civil Design - New Building Sub-total	12	2	0	0	10	0	8	0	20	0	16	2	70	\$3,665	\$5,800	\$0	\$18,797
ARCHITECTURAL DESIGN	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Pipe Gallery Exterior Aesthetic Treatment Design	2				2				2				6	\$393	\$1,600		\$3,142
New Control and Maintenance Building Design													0	\$0			\$0
Code Analysis and Life Safety Plan	1				1				1		1		4	\$225	\$1,480		\$2,447
Floor, Ceiling, and Roof Plans	2				1				1		1		5	\$316	\$8,880		\$11,257
Exterior and Interior Elevations and Typical Building Sections	2				1				1		1		5	\$316	\$8,880		\$11,257
Door and Window Schedules / Details	2				1				1		1		5	\$316	\$2,960		\$4,449
Specifications	4				4				1		1		10	\$655	\$5,920		\$8,976
Architectural Comcheck Portion, Design Release by PE	1				1				1		1		4	\$225	\$1,480		\$2,447
QA/QC		4					4	2					10	\$570			\$1,887
Architectural Design Sub-total	14	4	0	0	11	0	4	2	8	0	6	0	49	\$3,017	\$31,200	\$0	\$45,862
MECHANICAL, ELECTRICAL, AND PLUMBING DESIGN - NEW BUILDING	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Site Investigation for Electrical and Controls to Remain									16				16	\$927		\$500	\$3,641
Design for new electrical power: Plan Sheet & Coordination	2				1	8			1	8	1		21	\$1,054			\$3,487
Design Power to HVAC, lighting, outlets: Specs & Plan Sheets	2				1	8			1	8	1		21	\$1,054			\$3,487
Design relocated Ex. Panels: Specs & Plan Sheets	2				1			16	1		1		21	\$1,242			\$4,111
Design of HVAC and controls: Specs & Plan Sheets	2				1			16	1		1		21	\$1,242			\$4,111
Plumbing Design: Specs & Plan Sheets	2				1		16		1		1		21	\$952			\$3,148
QA/QC			4										4	\$362			\$1,199
Mechanical, Electrical, and Plumbing Design - New Building Sub-total	10	0	4	0	5	16	16	48	5	16	5	0	125	\$6,833	\$0	\$500	\$23,183
GRAND TOTAL	36	6	4	0	26	16	28	50	33	16	27	2	244	\$13,515	\$37,000	\$500	\$87,842



September 18, 2023

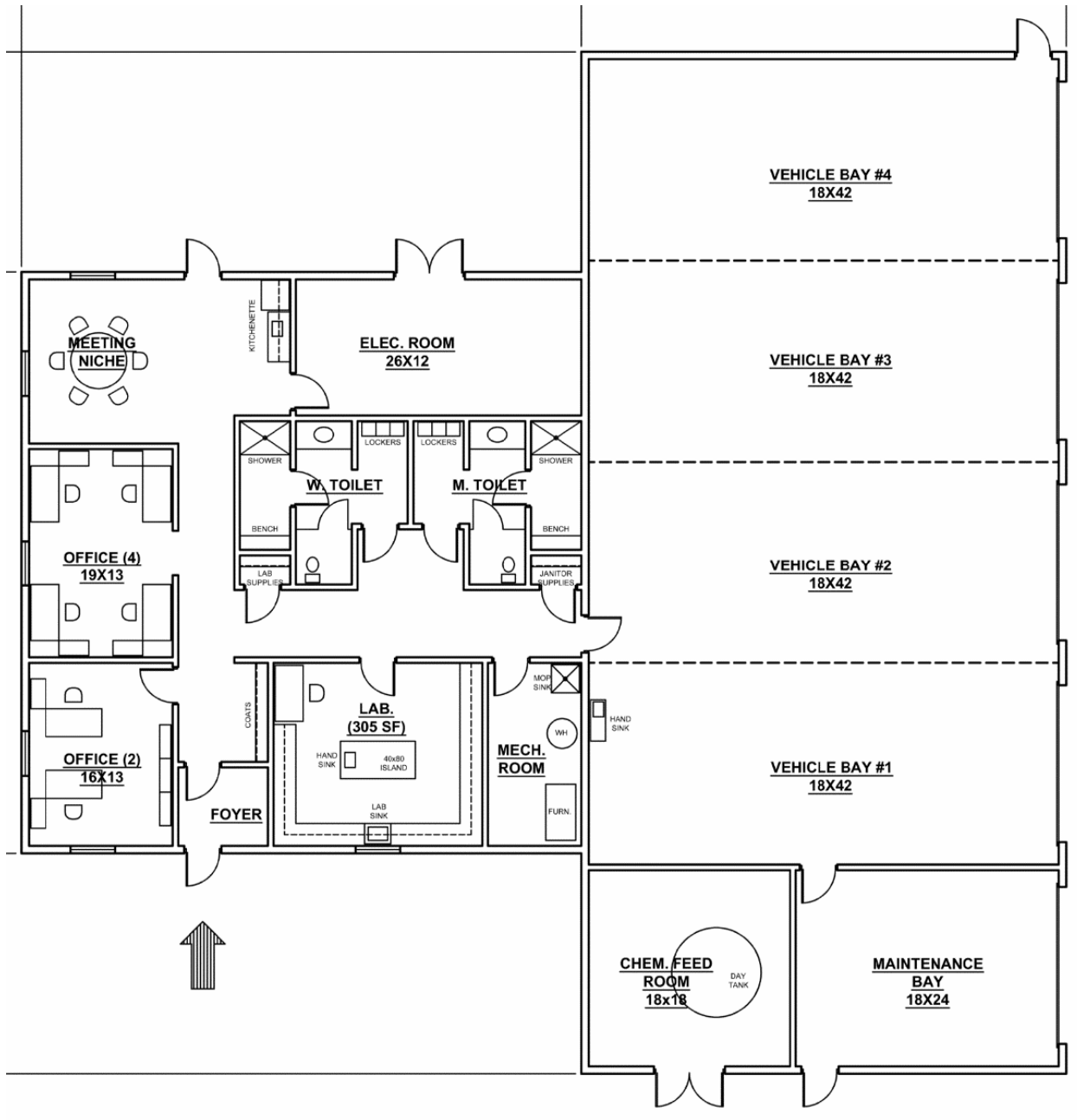
Mike Yoder
Town Manager
Town of Bristol
303 E Vistula St.
Bristol, IN 46507

**Re: Wastewater Treatment Plant Improvements Project
Amendment #2 – Multipurpose Building Replacement**

Dear Mr. Yoder:

We are submitting this letter to provide you with a proposal for the design of the replacement control building at the WWTP. Commonwealth is currently in the final design phase of the Wastewater Treatment Plant Improvements project which includes a new SBR treatment plant. The Town Council is interested in replacing the existing control building onsite when the new SBR treatment plant is constructed. This will promote functionality of the laboratory and offices, improve the appearance of the WWTP facility, promote longevity, and improve employee wellbeing. In addition to the replacement control building, the Town requested decorative façade design for the face of the SBR pipe gallery to improve its appearance to the public.

Commonwealth has worked closely with the Wastewater Superintendent and Town Manager to identify the desired layout of the proposed building. A preliminary conceptual layout was provided on August 29, 2023 and a review meeting held on September 1, 2023. This review meeting and conceptual layout, including figure below, are the basis of this amendment request.



Conceptual Multipurpose WWTP Building Floor Plan

The original portion of the existing control building at the WWTP was built in 1972 with the portion further from the road and street department garages constructed in 1998. The lower level of the control building contains the existing influent pump station, and the influent macerator shares a wall with the building.

Additional architectural design, mechanical/electrical/plumbing design, and site civil design is necessary for this item. Due to the overlap with the design of the current SBR treatment plant project, minimal additional cost is required for site civil design and no additional survey is required. Bidding the project with the SBR treatment plant will save costs for contracting, and a single prime contractor could be fully responsible for the work at the treatment plant. This will ensure accountability of all site activities. In addition, this component of work should be incorporated into the current SRF project in order to ensure that pooled SRF funds are available to finance the cost of this building.

We are formally requesting an amendment to our Engineering Services Agreement for design services related to the building described above.

We would like to request Town Council consideration for an amendment to our contract of \$87,840 to complete these additional items. We have included a task-hour breakdown of the expected additional efforts for your review.

Process Site Civil Design, Additional Soil Boring, and Architect Coordination (Lump Sum)	\$18,800
Architectural Design (Lump Sum).....	\$45,860
Mechanical, Electrical, and Plumbing Design (Lump Sum)	\$23,180
Total All Services	\$87,840

It is important for this work to be incorporated into the project as quickly as possible. Ideally at the September 19th, 2023 Town Council Meeting in order to ensure this work can be incorporated into the current design and thus be included within the SRF pooled funds loan which will be covering the other items within the project scope.

If the above amendment proposals are acceptable, please let us know and we will submit a formal engineering agreement amendment for approval. If there are further questions or concerns, please don't hesitate to contact our office.

Respectfully yours,

COMMONWEALTH ENGINEERS, INC.

Andrew M. Robarge, P.E.
Project Manager



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

September 6, 2023

Town of Bristol
303 E Vistula St
Bristol, IN 46507

Attn: Mr. Mike Yoder

RE: PROPOSAL FOR ARCHITECTURAL & CIVIL DESIGN SERVICES FOR OFFICE AND GARAGE SPACES TO SERVICE WASTEWATER TREATMENT PLANT.

Dear Mr. Yoder:

Thank you for contacting Jones Petrie Rafinski Corp (JPR) regarding the construction of a new office space and garages for Bristol's Wastewater Treatment Plant.

Project Understanding:

The Town of Bristol would like JPR to provide construction documents for the construction of a new building to house offices, workstations, and restrooms to service Bristol's Wastewater Treatment Plant as well as a 5 bay garage.

Scope of Services:

Provide Construction Documents for bidding and constructing the Office Space and Garage.

JPR will utilize the list of program items discussed in the meeting with Tim McCandless and Mike Yoder on August 23, 2023.

Program items:

Office area

- +/- 42 x 42 pole barn office building metal panel outside with wainscot Split faced block drywall inside
- (2) rest rooms and showers with 4 lockers and bench
- (1) office with (2) work stations in it
- (1 office area with (4) work stations in it
- Conference room for 8-10 people
- Office area to be sound proofed.
- Lab area current lab is 17' x 18' and is working ok
- (1)Utility closet and sink
- Washer
- Storage area for lab materials
- Office windows fixed

Garage Area

5 bay pole barn garage metal panel outside with wainscot split faced block metal panel inside
12' x 12' overhead doors
14' bearing height attached to office if possible (may be a level change do to site elevation variation)
(1) Wash sink
220 for compressor
No garage windows

SCOPE OF SERVICES:

Task 1 Schematic Design:

JPR shall prepare the following for review and approval:

- Four (4) Elevations
- Floor plan with dimensions and square footages for each room.
- Site Plan
- Overall building sections

Task 2 Design Development:

JPR will prepare design drawings and outline specifications utilizing the approved schematic design. A preliminary estimate of probable construction costs will be provided. The design development drawings will be approximately 50% of the final set and will serve as the basis for Construction Documents. The drawings will be presented to the Owner to obtain input and make necessary changes and submit as necessary to local governments for preliminary project review. JPR will attend up to two (2) meetings with the Owner and any other related parties to discuss plans and obtain input. Additional revisions to the drawings based upon these meetings will be completed. Once final approval of the design is obtained, construction documentation will be prepared.

Task 3 Construction Documents & Specifications

JPR will prepare detailed architectural, mechanical, plumbing, and electrical working drawings and final specifications for permitting and bidding. In addition, we will prepare a final construction cost estimate (specifications may be on drawings and not a separate spec book).

Task 4 Bidding and Negotiations

JPR will assist in the bidding and negotiation phase of the project. This will include, but not be limited to, incorporating agency comments, production and distribution of plan sets and bid specifications, conducting the pre-bid conference, answering contractor questions, issuing addendums, and reviewing product specifications and substitutions, attendance at bid opening, review and award recommendation.

Task 5 Construction Administration

JPR will provide basic construction administration services including periodic reviews (up to one (1) site visit every other week, assuming a 52 week construction schedule) of construction to ensure the contractor(s) is providing the

level of quality that is required for the project, assistance to the client in determining the amounts due to the Contractor based upon the on-site observations and evaluations and the Contractor's Applications of Payment, interpretations of the Contract Documents if such interpretations are necessary for the proper execution or progress of work, written recommendations on claims, disputes and other matters in question between the owner and contractor relating to the execution or progress of the project as provided by the Contract Documents, review of contractor's submittals such as Shop Drawings, Product Data and Samples with respect to Contract Documents, prepare responses to Requests for Information (RFI) provided by the contractor, prepare Change Orders for the Owner's approval and execution, provide field reports describing observations, problems and recommended solutions, provide punch lists based on site observations, conduct inspections to determine the dates of Substantial Completion and Final Completion, review and approve, or take other appropriate action on the contractor's list of items to be complete or corrected.

Task 6 Structural

JPR will design the structural systems needed to bid and construct the office and garage pole barn.

Task 7 Geotechnical

JPR will provide geotechnical services to aid in the design of the structural foundations of the office and garage pole barn

Task 8 Survey

JPR will perform a topographic survey within the attached project limits to facilitate full and accurate site design. This work will include:

- Establishing both horizontal and vertical control throughout the project limits utilizing both GPS survey grade equipment as well as conventional survey equipment.
- Requesting utility locates per the Indiana 811 call before you dig call center. Please note that the utilities that will be marked by this company do not include any private utilities. Should private utilities exist within the project limits it may be necessary to contact a private utility locating company to have these lines marked on-site. Fees associated with a private utility locating company are not a part of this proposal.
- Correspondence with utility companies to facilitate the locate process. This may include requesting record utility information, so the location of the utilities may be graphically depicted on the drawings.
- Collecting the topographic information within the project limits, including but not limited to, water, sanitary and storm structures, edges of pavement and curb lines, building corners, observed utilities, trees and spot elevations
- Collecting invert information for the sanitary and storm structures within the project limits. Invert measurements made on storm and sanitary structures will be made from above ground only, utilizing methods that do not require confined space entry apparatus, such as ventilation and extraction equipment.
- Preparing a CAD drawing of the existing site conditions that will include a surface model with contours for design purposes.

Our procedure for underground utilities is to call for locates by IUPPS. They will mark public underground utilities with flags or paint. We will locate their markings and show them on the drawings. We have no control over the adequacy or accuracy of IUPPS's markings.

Task 9 Site Design & Civil Engineering

Upon survey completion the JPR team will develop a preliminary conceptual site plan to accommodate the new office building and integrate with the existing and new waste water treatment plant infrastructure. This preliminary layout will be utilized to coordinate with the owner as well as the various reviewing agencies.

With the approved conceptual site plan as a foundation, design development and preliminary engineering plans will be created to establish utility service routing along with grading and stormwater management strategies.

Upon completion of the design development plans our staff will develop the construction documents. This effort will include:

- Complete detailed design of the new site development and the subsequent creation of a complete and certified plan set;
- Site Demolition Plan
- Dimensional Plan
- Grading Plan
- Utility and Stormwater Management Plans
- Landscape Plan
- Lighting Plan
- Erosion Control Plan
- Construction Stormwater General Permit
- Plan attached specifications and construction details
- Final site plan submittal to the reviewing agency

Task 10 Environmental Permitting Scoping Services

An initial review identifies wetlands, the river floodway and the floodplain being present within the anticipated area of improvements. In order to establish the required environmental permitting scope, the design team will complete the following:

- Wetland Delineation
- Identify the Ordinary high water mark
- Identify the base flood elevation

Once the above items are complete and the site plan is established to understand the full environmental impacts, a separate proposal for environmental permitting will be submitted.

Task 11 Plumbing, Mechanical and Electrical

JPR will provide Plumbing, Mechanical, and Electrical design including lighting for the office and garage pole barn.

Deliverables:

(1) Set of construction documents PDF format for bidding, permitting and construction purposes.

Schedule:

JPR estimates the time to complete the scope within **10– 12 weeks** from Notice to Proceed pending ownership decisions and approvals.

Project Fees

1 Schematic Design	\$3,000.00
2 Design Development	\$5,000.00
3 Construction Documents	\$10,000.00
4 Bidding and Negotiation	\$4,000.00
5 Construction Administration	\$7,000.00
6 Structural	\$7,000.00
7 Geotechnical	\$4,000.00
8 Survey	\$9,000.00
9 Site Design & Civil Engineering	\$25,500.00
10 Environmental Permitting Scoping Services	\$6,000.00
11 Plumbing Mechanical and Electrical	\$13,000.00
Total	\$93,500.00

Out of Scope Services:

Any Federal or Grant approvals or requirements for drawings or specifications

We will invoice for all work on a monthly basis.

JPR appreciates the opportunity to be of service on this project. Upon execution of this contract JPR will begin work immediately. Should you have any questions or require additional information, please feel free to contact me at (574) 232-4388. If acceptable, please execute the Proposal by signature where indicated, and return a copy by email to ekowalczyk@jpr1source.com.

We appreciate this opportunity and look forward to working with you on this project.

Sincerely,



Ed Kowalczyk
Senior Architect

PROPOSAL ACCEPTANCE

This proposal for Bristol Wastewater Treatment Plant Office and Garage Building is hereby accepted and authorization to proceed is hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ E-mail: _____

Would you prefer your invoice by mail _____, e-mail _____ or both _____

J:\proposals\Town Of Bristol\WWTP\2023-08-24 Office and Garage Building.docxx



TOWN OF BRISTOL PROCLAMATION

Whereas *the Town of Bristol, a community located along the mighty St. Joseph River and known for it's vibrant business community; and*

Whereas, *one of the town's long standing food production businesses' actions reveal exemplary understanding of community engagement; and*

Whereas, *demonstrates through its generous contributions of time and finances to the betterment of children and families in this community; and*

Whereas, *the business produces 1.5 million pounds of the world's finest corndogs every week; and*

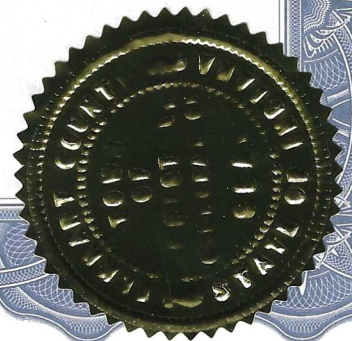
Whereas, *this Town recognizes the company is responsible for making the Town of Bristol the Corn Dog capital of the world (and perhaps the Universe); and*

Whereas, *Monogram Foods has invested substantial labor, finances and passion into the creation of the second annual corn dog festival; then*

Therefore, *be it resolved in recognition of this great festival, the Bristol Town Council hereby renames Congdon Park Corn Dog Park for the day of September 23, 2023*

*In the Town of Bristol, Indiana.
In witness whereof, I have set my hand and caused the seal of the Town to be affixed to this Proclamation on behalf of the Council this 21st day of September in the year of our Lord two thousand and twenty three.*

**Jeff Beachy
Council President**





Town of Bristol

Design prepared by:

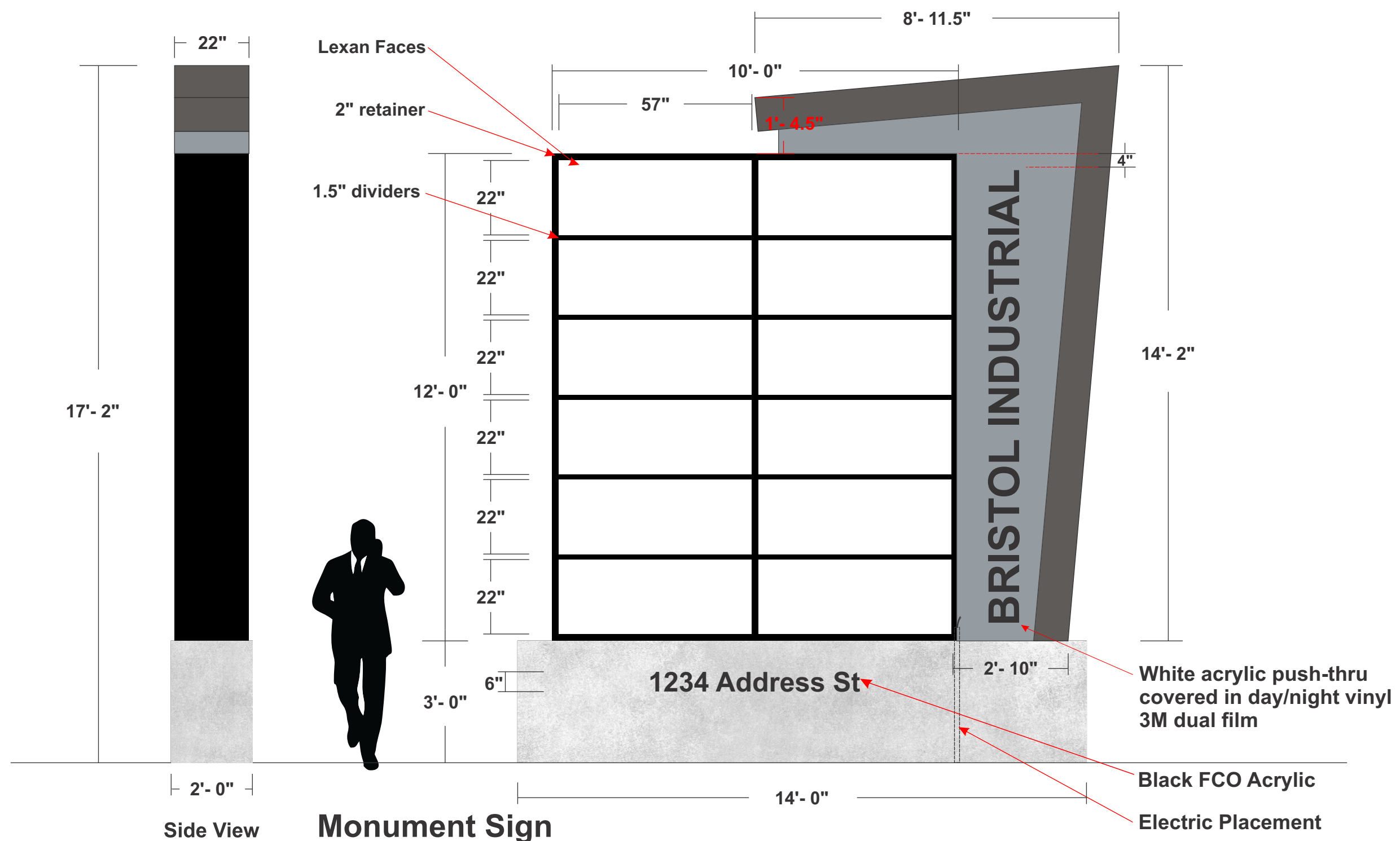


Hayes
Design
Co.

Approved By _____

Client Approval: _____

Approval Date: _____



Monument Sign

- Aluminum tenant cabinet with Lexan faces
- Monument cabinet with push-thru acrylic covered in dual 3M film
- Two (2) sign cabinets bolted together
- Internally-illuminated with white LEDs
- Concrete base
- Double-sided sign

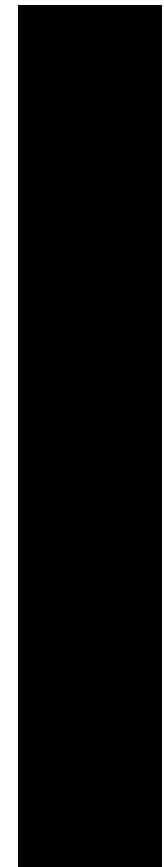
■	PMS black 4 C
■	CECO Charcoal Gray
■	CECO Tundra

Job Name - Location

Town of Bristol

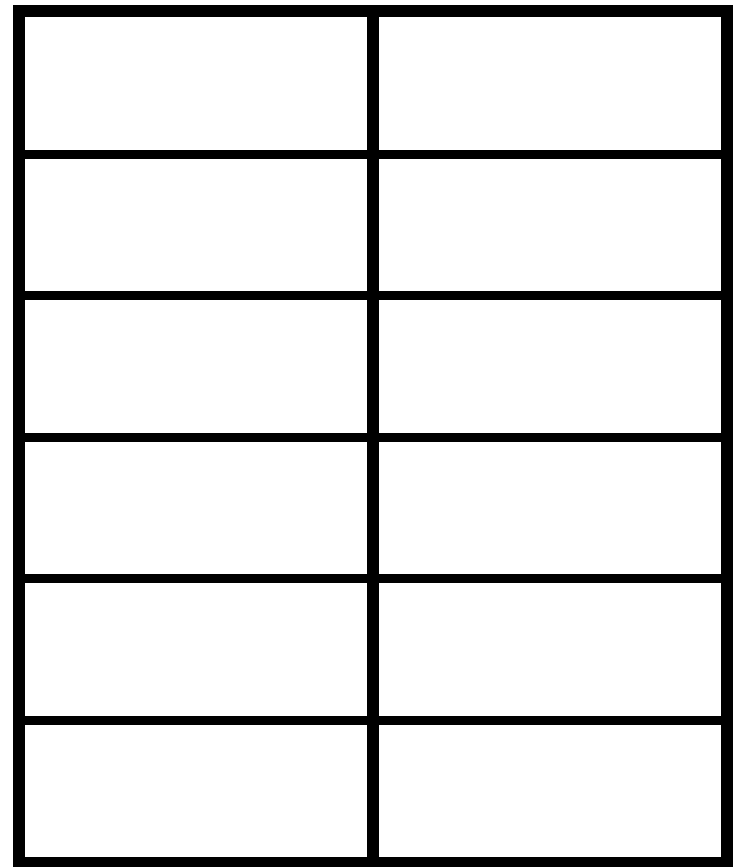
Account Rep.

Edward Hayes

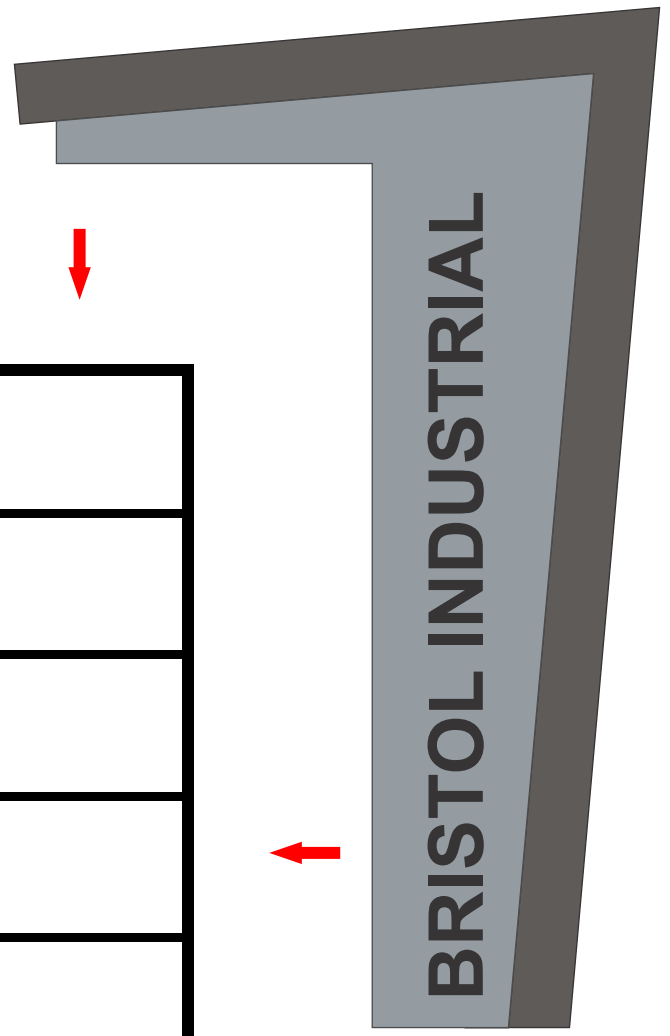


2'-0"

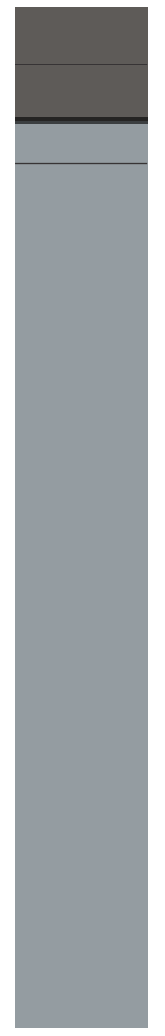
Side View



Tenant Cabinet



Monument Cabinet



22"

Side View

Scale

1:32

Designer

D. Tapp

Date: 8-29-2023

Approved By

Client Approval: _____

Approval Date: _____

Page: 3



Town of Bristol IN - Industrial Park Signage

Town of Bristol IN
303 East Vistula Street
Bristol, IN 46507
United States



Hayes Design Co.
1247 Mishawaka Ave

Jeff Beachy

South Bend, IN 46615
United States

Mike Yoder
mikeyoder@bristolindiana.org
574-298-3331

Prepared by: Olivia Hayes

olivia@hayesdco.com

Reference: 20230919-122724324
Quote created: September 19, 2023
Quote expires: October 4, 2023

Total **\$80,220.78**

Products & Services

PRODUCTS & SERVICES	SKU	QUANTITY	PRICE	LINE DESCRIPTION
Bristol Industrial Park Monument Sign		1	\$80,220.78	Double-sided monument sign Internally lit with LED Concrete base 17'2" x 15'2"

SUMMARY

Section 8, Item e.

One-time subtotal

\$80,220.78

Total

\$80,220.78

Comments

Location: NE corner of Mottville Rd and Commerce Dr in Bristol, IN

Purchase terms**Hayes Design Co LLC. – TERMS AND CONDITIONS**

1. **DISPLAY DESIGN.** It is mutually agreed that the original design of the Display which is the subject of this Agreement is the exclusive property of Seller and that the Customer has no right to use or reproduce this design for other displays or other uses unless so stated herein. All artwork provided by Customer shall remain Customer's property. If Seller, must bring suit to enforce this provision, Customer acknowledges that Seller shall be entitled to monetary damages and injunctive relief and Customer agrees to pay the court costs and attorney's fees incurred by Seller to enforce this provision.

2. **PAYMENT, PENALTIES, AND ATTORNEY'S FEES.** All payments shall be made to Seller within 30 days upon project completion and Customer's receipt of invoice. Any payment not received by Seller within ten (10) days of its due date shall result in a default of this Agreement and shall incur a monthly penalty of 2% of the purchase price per month until paid. Customer shall be liable for Seller's reasonable attorney's fees and expenses incurred as a result of any default of this Agreement.

3. **TITLE.** Ownership of the Display shall remain with Seller until all of the payments are made and all of the terms and conditions contained herein are performed fully by the Customer. Upon full performance of all of the terms and conditions by Customer, Seller shall deliver to Customer a good and sufficient Bill of Sale to the Display.

4. **DEFAULT.** The following events shall be considered a default by the Customer under the terms of this Agreement.

A. A breach by Customer of any of the terms or conditions contained herein, including failure to make a payment when due;

B. The institution of any bankruptcy or insolvency proceedings by or against Customer;

C. An assignment by Customer for the benefit of creditors;

D. The appointment of a receiver to take possession of the business of the Customer;

E. The discontinuance of business by Customer in the premises where the Display is located, or notification to Seller of Customer's intention to discontinue such business. Upon Customer's default, Seller, at Seller's sole option, may accelerate the entire balance owing under this Agreement, and immediately take possession of the Display. Customer shall still be liable to Seller for all delinquent installments due under this Agreement.

F. Any other event of default by Customer.

5. **REMOVAL OF DISPLAY.** The Display shall at all times be deemed personal property, and shall not, by any reason of attachment or connection to any realty, become or be deemed, a fixture or appurtenance to such realty and shall at all times be sever able there from, and shall be and remain at all times the property of Seller, free from any claim or right of Customer, except as specifically set forth in this Agreement. Seller shall have the right to enter the premises upon which the Display is located at all times to inspect and/or remove the same.

6. **DELIVERY OF PERFORMANCE.** Seller shall commence construction of the Display and prosecute the work thereon with due diligence until completion. All obligations to be performed by Seller shall be subject to delay or failure resulting from incidents, forces, conditions, or circumstances beyond Seller's control.

7. **WAIVER OF BREACH.** Time and the punctual performance of each of the terms of this Agreement are the essences of this Agreement, except as otherwise expressly provided herein. No waiver by either party hereto of the non-performance or any breach of the terms of this Agreement shall be construed to be a waiver of any subsequent non-performance, breach, or default.

8. **INUREMENT.** All of the terms of this Agreement shall be binding upon the successors, assigns, and legal representatives of the respective parties herein.

9. **ASSIGNMENT.** Customer shall not assign, sub-let or transfer any portion of this Agreement, without the express prior written consent of Seller, and any breach of the terms of this paragraph shall constitute a default of the Agreement.

10. **AGREEMENT IS NOT A CONSUMER CREDIT TRANSACTION.** The parties hereto agree that this transaction is a business transaction and not subject to any Consumer Commercial/Credit Code unless otherwise required by law.

11. **PURCHASER'S LIABILITY.** Customer is liable for errors in plans, designs, specifications, or drawings furnished by Customer or for defects caused thereby in the construction and installation of the Display.

12. **PRICE QUOTES.** The prices quoted herein for installation of the Display are subject to revision where excess rock or unforeseeable foundation, building or job conditions are encountered. Prices quoted assume work being done on site during normal business hours, Monday through Friday, unless otherwise noted. Disposal of all existing signs, unless otherwise stated in writing herein, is not included.

13. **ACCEPTANCE OF AGREEMENT.** The Sales Agreement including these Terms and Conditions ("Agreement") is subject to final approval and execution by a manager or corporate officer of Seller, and until such execution, shall not be enforceable against Seller. This Agreement constitutes the entire understanding of the parties hereto, and there are no prior writings, verbal negotiations, or other representations or agreements between the parties hereto, which are not expressed herein. All modifications to this Agreement shall be made in writing, signed by the parties hereto, and attached to this Agreement, to be enforceable.

14. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction located in the State of Indiana, then such provision shall be modified to the least extent possible and necessary, and after such modification, this Agreement shall remain in full force and effect to the fullest extent permitted by law.

15. **OTHER SPECIFICATIONS.** Customer shall bring and hook up feed wires of suitable capacity, voltage regularly and approved type, to the Display, along with the communication system, and shall pay for all electrical energy used by the Display, and shall be responsible for the supply thereof, Customer shall provide all necessary reinforcements to the building on which the Display is installed. Seller shall have no responsibility or liability for landscaping repair, including sprinkler system repair or replacement, and the same is/are not included as a part of this Agreement. Building wall refinishing or remodeling is also not included. The customer shall provide proper access to work areas to permit the installation of the Display. Stamped professional engineer certification is not included. The customer is responsible to gain consent and necessary approvals from building and property owners, if applicable.

16. **MISCELLANEOUS.** Any alteration or deviation from the above specifications involving extra costs will be added to the contract price of this Agreement. The customer is responsible for presenting and obtaining approval of the project to any property owner or landlord. Production begins from the time we have an approved permit issued. Municipal permits are invoiced at cost to Customer and added to the final invoice. Procurement fees may apply.

17. **WARRANTIES, EXCLUSIONS AND DISCLAIMERS OF WARRANTIES, INDIRECT, OR CONSEQUENTIAL DAMAGES.** All material for the guaranteed to be as specified. All work will be completed in a good and workmanlike manner, according to standard practices of the industry. Seller Display against defects due to workmanship or materials for a period of one hundred and eighty (180) days after installation of Display, excluding vandalism and storm damage. Ballasts and transformers will carry a one year warranty on the component only, not the replacement labor. SELLER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND IMPLIED WARRANTIES (including but not limited to FITNESS and/or MERCHANTABILITY), EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SERVICES AND THE DISPLAY, OR ANY OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, INCLUDING THE CONDITION, FITNESS, THE CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL SELLER BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR PENALTIES, ANTICIPATED PROFITS, LOSSES OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SAID PARTY HAS BEEN ADVISED OF POSSIBLE DAMAGES.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



BRISTOL PARK FOR INDUSTRY



EMBER
RECREATIONAL VEHICLES

BRISTOL TOOL & DIE



Collins & Company
COMPLETE FLOORING / RETAIL SHOWROOM



U.S. CARGO
HAULING

CARGO TRAILER
DIVISION OF



FOREST RIVER


CUSTOM FORMULATING & BLENDING, INC.



Bay Bridge MFG



Alliance Aluminum Products, Inc.




Satellite Satellite Suites



myers INDUSTRIES



Amerl-Kart



TALON PRODUCTS

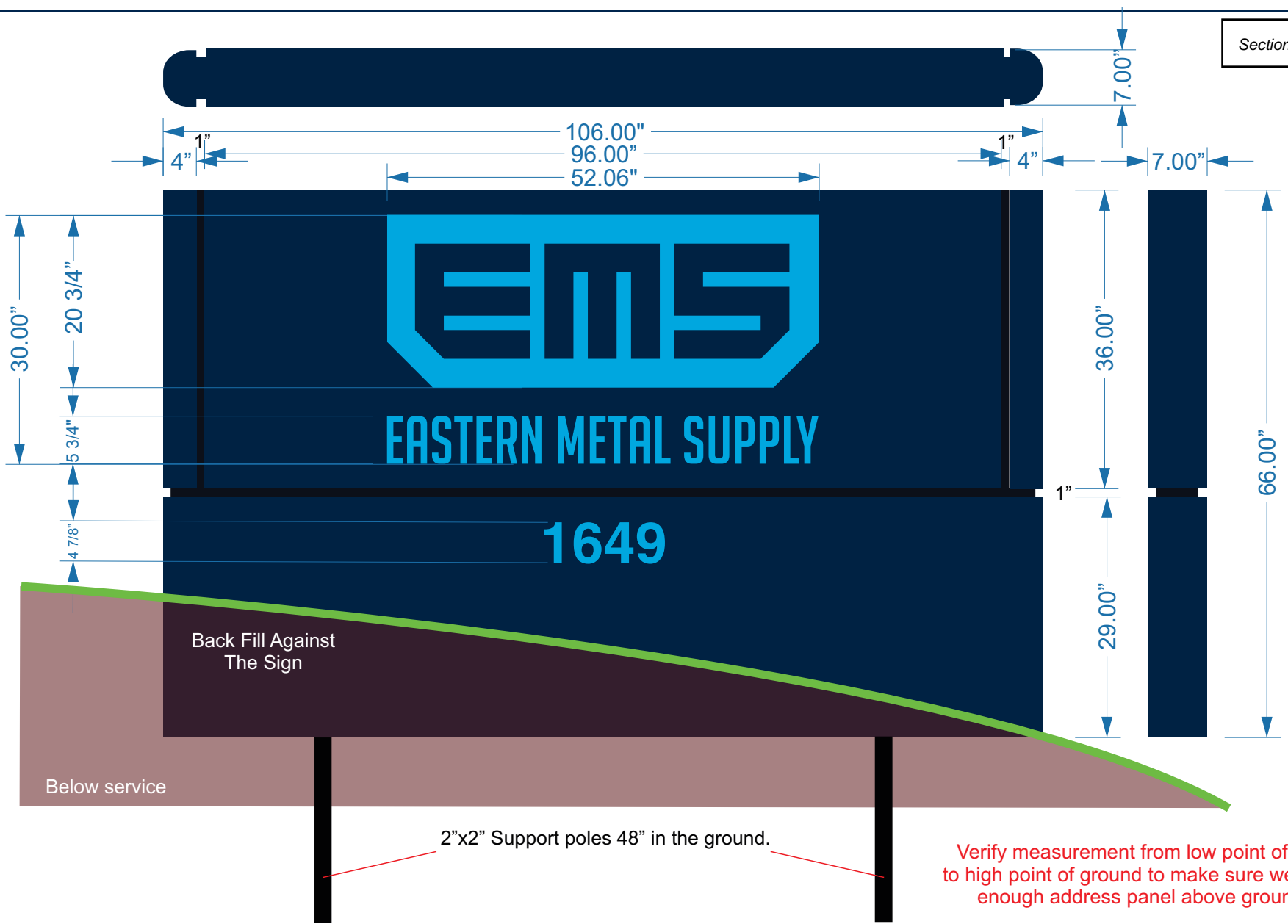


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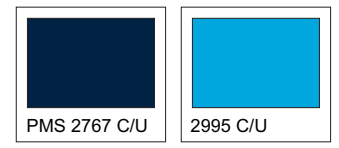
COMMERCE DR





Verify measurement from low point of sign to high point of ground to make sure we have enough address panel above ground.

(1) One double faced 106" x 66" x 7" non-illuminated monument sign. Sign is to be sunk in to the ground and backed filled. The sign is supported by 2" x 2" square steel posts. Posts to be placed in the ground 48" deep. Logo / address to be 1/2" thick acrylic stud mounted flush.



APPLICATION AND CERTIFICATE FOR PAYMENT

AJA DOCUMENT G 702

PAGE ONE OF 2 PAGES

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

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

CONTRACT FOR: Niblock Excavating

PROJECT: Call 2022-2
 Community Crossings Project

VIA (ENGINEER): Jones Petite Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

APPLICATION NO: THREE (3)
 INVOICE NO: 10644
 INVOICE DATE: September 13, 2023
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE: January 19, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

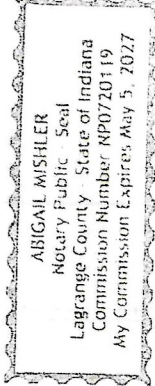
CHANGE ORDER / EXTRA WORK SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		TOTAL \$	TOTAL \$
Approved this month			
Number	Date Approved		
Net change by Change Orders		TOTALS: \$	\$

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

CONTRACTOR: NIBLOCK EXCAVATING
 By: Chad Niblock (President)

- Application is made for Payment, is shown below, in connection with the Contract. Continuation Sheet showing, SCHEDULE OF VALUES, is attached.
- ORIGINAL CONTRACT SUM \$ 309,257.50
 - Net change by Change Orders \$ -
 - CONTRACT SUM TO DATE (Line 1 + 2) \$ 309,257.50
 - TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values) \$ 309,257.50
 - RETAINAGE:
 - 0% of Completed Work \$ -
 - 10% of Stored Material \$ -
 Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values) \$ -
 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 309,257.50
 - LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 278,331.75
 - CURRENT PAYMENT DUE \$ 30,925.75
 - BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ -

State of: Indiana County of: Elkhart
 Subscribed and sworn to before me this 13th day of September, 2023
 Notary Public: Abigail Mishler
 My Commission expires: May 5, 2027



Abigail Mishler

AMOUNT CERTIFIED: 30,925.75
 (attach explanation if amount certified differs from the amount applied for)
 ARCHITECT:
 By: Michael J. Judd

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

TASK ORDER

Section 8, Item h.

This is CEI Task Order No. 2023-02, consisting of four (4) pages.

Task Order

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

1. Background Data

- A. Effective Date of Task Order: _____
- B. Owner: Town of Bristol
- C. Engineer: Commonwealth Engineers, Inc.
- D. Specific Project (title): Wastewater Treatment Plant Improvements (S22145)
- E. Specific Project (description): Per the attached Engineering Amendment Proposal Letter dated September 5, 2023.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Final Design Phase (Exhibit A, Paragraph A1.03)

B. Other Services

Engineer shall also provide the following services: None

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

3. Additional Services

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

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: None

5. Task Order Schedule

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

<u>Phase</u>	<u>Completion Date*</u>
Field Work / Survey	November 2022
Preliminary Design Phase	April 2023
Final Design Phase / Permitting	August 2023
Bidding Phase	September 2023
Construction Phase	January 2025

6. Payments to Engineer

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

Description of Service	Task Order 2022-01	Task Order 2023-02	Project Total	Basis of Compensation
1) Basic Services (Part 1 of Exhibit A)				
a. Preliminary Design Phase (A1.02)	\$512,000		\$512,000	Lump Sum
b. Final Design Phase (A1.03)	\$417,000	\$34,300	\$451,300	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$51,300		\$51,300	HNTE
d. Construction Phase (A1.05)*	\$140,000		\$140,000	HNTE
e. Resident Project Representative Services* (A1.05.A.2).	\$255,000		\$255,000	HNTE
2) Additional Services (Part 2 of Exhibit A)				
a. Field Work / Survey	\$15,000		\$15,000	HNTE
b. Startup Assistance	\$30,000		\$30,000	HNTE
c. Regulatory Assistance	\$31,000		\$31,000	Lump Sum
d. AIS Compliance	\$10,300		\$10,300	Lump Sum
e. Geotechnical evaluation	\$42,000		\$42,000	Lump Sum
f. Erosion Control	\$10,300		\$10,300	Lump Sum
g. Financial / Legal Assistance	\$4,700		\$4,700	HNTE
h. O&M Manual	\$50,000		\$50,000	Lump Sum
TOTAL COMPENSATION	\$1,568,600	\$34,300	\$1,602,900	

* Based on a 12-month continuous construction period.

Attachment 1 - Task Order Form

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

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

7. Consultants retained as of the Effective Date of the Task Order: TBD

8. Other Modifications to Agreement and Exhibits:

a. Article 8.05, “Engineer’s Certifications”, of the Agreement is hereby amended to include the following:

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

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

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

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

9. Attachments:

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2023 – June 30, 2024.
- Engineer Amendment Proposal Letter dated September 5, 2023

10. Other Documents Incorporated by Reference: Exhibit A

11. Terms and Conditions

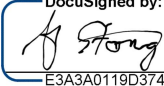
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

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

OWNER:
TOWN OF BRISTOL

ENGINEER:
COMMONWEALTH ENGINEERS, INC.

By: _____

By: 
E3A3A0119D374E3...

Print Name: Jeff Beachy

Print Name: Albert C. Stong

Title: Town President

Title: President

Date: _____

Date: 9/12/2023

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

State of: Indiana

Attest:

Attest:

By: _____

By: 
51D839AD0BB640A
Andrew M. Robarge

Title: Cathy Antonelli
Town Clerk

Title: Partner / Project Manager

CFO/Accounting
Approval: 
8F6D23C207094E8...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mike Yoder

Name: Andrew M. Robarge

Title: Town Manager

Title: Partner / Project Manager

Address: 303 East Vistula Street
Bristol, IN 46507

Address: 19 North Court Street
Crown Point, IN 46307

E-Mail Address: townmanager@bristolindiana.net

E-Mail Address: arobarge@contactcei.com

Phone: (574) 848-7007

Phone: (219) 900-9177

COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2023 – June 30, 2024

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	\$ 116.69	Environmental Compliance Manager	\$ 57.50
Principal II	\$ 107.06	Compliance Specialist	\$ 32.18
Principal I	\$ 97.86	Environmental Scientist	\$ 32.18
Project Manager IV	\$ 96.86	Construction Manager	\$ 61.06
Project Manager III	\$ 90.62		
Project Manager II	\$ 73.90	Resident Project Representative IV	\$ 47.83
Project Manager I	\$ 66.53	Resident Project Representative III	\$ 40.38
		Resident Project Representative II	\$ 36.44
Senior Electrical Engineer	\$ 90.62	Resident Project Representative I	\$ 32.50
Senior Process Engineer	\$ 79.85	Clerical III	\$ 40.01
		Clerical II	\$ 30.39
Project Engineer IV	\$ 75.24	Clerical I	\$ 22.29
Project Engineer III	\$ 60.30		
Project Engineer II	\$ 56.83	Reproduction Processor	\$ 27.86
Project Engineer I	\$ 52.70		
		Trainee	\$ 21.65
Engineering Intern III	\$ 46.84		
Engineering Intern II	\$ 44.05	CADD Specialist IV	\$ 45.83
Engineering Intern I	\$ 39.73	CADD Specialist III	\$ 41.63
		CADD Specialist II	\$ 35.60
		CADD Specialist I	\$ 28.51
Designer IV	\$ 57.91		
Designer III	\$ 53.41	Chief Technology Officer	\$ 66.88
Designer II	\$ 48.19	IT Tech	\$ 31.81
Designer I	\$ 38.90	Multimedia Coordinator	\$ 53.14
		Survey Manager	\$ 62.40
Operations Specialist	\$ 47.11	Surveyor	\$ 49.14
		Project Surveyor	\$ 43.78
Grants Manager	\$ 59.98	Field Technician	\$ 37.56

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 46.4654% and 96.4286% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.3086 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: \$0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants (not used without specific written consent of Owner): Actual Costs, plus 15% profit.

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



September 5, 2023

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

Re: Wastewater Design – Engineering Services Amendment

Dear Mr. Yoder:

We are submitting this letter to provide you with a formal update on the design of the Wastewater Treatment Plant Improvements project. We have completed the preliminary design phase for the new SBR treatment plant with influent pump station, headworks, 3-basin SBR, UV disinfection, and post aeration, improvements to the existing aerated sludge holding tank, and the conversion of the existing primary clarifier to a new aerated sludge holding tank. We have also completed preliminary design of the three (3) collection system lift station replacements. Several items have changed since the original scope of work was identified, and we discussed these changes at our Preliminary Design Review Meeting on July 14th where an amendment was requested.

During Preliminary Design, we identified that Lift Station 8 should be replaced fully rather than replacing only the pumps and controls. At our Preliminary Design Review Meeting, we discussed that replacing the existing 5-foot diameter wet well with a new Onelift wet well will provide additional response time in the event of power outages or pump failure. The lift station also experiences severe corrosion and the Town would like us to design a dosing system for a chemical corrosion inhibitor (likely ozone) to protect the new equipment from corrosive gases. The wet well replacement and corrosion inhibitor will require additional survey, soil boring, and engineering.

The Wastewater Superintendent notified us that the Town is paying significant expense towards their current sludge bagging system, which was designed and constructed between 2019 and 2021. The amount of sludge being produced is much higher than anticipated and results in more disposable bags being required. The Town has requested we conduct a cost-benefit analysis in the form of a technical memo to compare the cost of the existing system to potential alternative sludge processing systems. The deliverable for this task will be a memorandum summarizing the options and the present worth cost of each. This task does not include design of alternate sludge handling / disposal methods.

We are formally requesting an amendment to our Engineering Services Agreement to include this work which we feel will provide the best end-product for the Town.

We would like to request Town Council consideration for an amendment to our contract of \$34,330 to complete these additional items.

Lift Station 8 Replacement Design (Lump Sum)	\$24,242
Technical Memo – Sludge Processing (Lump Sum)	\$10,088
Total All Services	\$34,330

If the above amendment proposals are acceptable, please let us know and we will submit a formal engineering agreement amendment for approval. If there are further questions or concerns, please don't hesitate to contact our office.

Respectfully yours,

COMMONWEALTH ENGINEERS, INC.



Andrew M. Robarge, P.E.
Project Manager

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the Bristol Municipal Complex, 303 E Vistula, at 7:00p.m., on the 19th of October, 2023.

Increase:

Fund 1101 / Contractual Services	\$80,000.00	1101-001-316
Grand total:	\$80,000.00	

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: September 21, 2023
Cathy Antonelli, Clerk-Treasurer
(Fiscal Officer)

Elkhart County Public Safety Communications Center Number Of Calls Report by Department

Section 10, Item a.

First Date: 08/01/2023

Jurisdiction: ECC

Last Date: 08/31/2023

	<i>Department</i>	<i>Number</i>
1	4	338

Total: 338

Bristol Police Department
August 2023

Traffic Enforcement:	Citations: 58
	Warnings: 40
Calls for Service:	562
Calls:	338
Vehicle Crashes:	Property Damage: 11
	Personal Injury: 2
	Fatal: 0
	Leaving Scene: 1
Criminal Enforcement:	Cases Taken: 48
	Cases closed by arrest: 7
	OWI: 1 Felony: 0
	Poss. Drugs and/or Paraphernalia: 4
Junk & Abandoned Vehicles:	Tagged: 1
	Fixed or Removed: 0
Impounded Vehicles:	10
Miles Driven:	14,775

Criminal Enforcement: August brought us several investigations, having investigated 48 cases and 7 of those cases were closed by immediate arrest. We investigated 4 thefts, 1 fraud, 3 possession marijuana, 1 resisting law enforcement, 1 possession of methamphetamine, 4 domestic batteries, 1 criminal mischief, 4 warrant arrests, 1 criminal trespass, 1 runaway, 1 invasion of privacy, 1 harassment, 1 resisting law enforcement, 1 OWI and 1 burglary. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In August officers investigated 14 vehicle crashes of these 1 was leaving the scene and 2 resulted in person injury. Officers issued 58 traffic citations, addressing speed, signal and sign violations. There were 9 of our citations that were for driving while license suspended or never receiving a license. They also issued 40 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

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

Together we can make a better community

Respectfully,
Michael W. Albin, Marshal

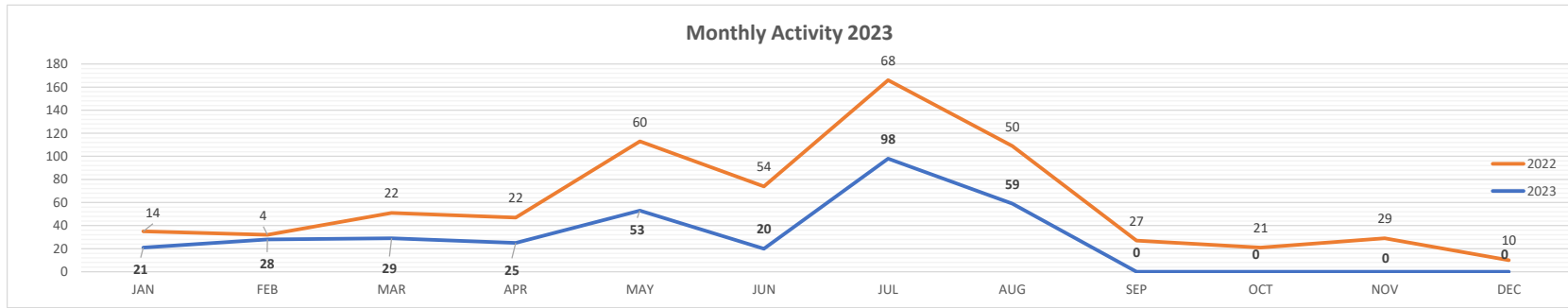
Code Enforcement Dashboard 2023

Section 10, Item a.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2023	2022	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Abandoned & Junk Vehicles (Property)	6	2	0	0	0	0	6	1	0	0	0	0	15	51	15	1	0	0	12	1	1
Abandoned & Junk Vehicles (Street)	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	0
Animals	1	1	1	0	1	3	1	0	0	0	0	0	8	16	8	0	0	0	5	2	0
Bicycles & foot scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High Grass	0	0	0	1	22	5	69	33	0	0	0	0	130	101	130	3	0	0	127	0	3
Illegal Parking	10	1	20	12	14	5	10	15	0	0	0	0	87	121	87	5	0	0	84	0	3
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Litter & Dumping	0	18	1	0	0	0	2	0	0	0	0	0	21	4	21	0	0	0	19	2	0
Loud Noise or disturbing the peace	0	0	0	0	0	0	1	0	0	0	0	0	1	1	1	0	0	0	0	1	0
Nuisance issues	1	1	2	5	8	3	4	0	0	0	0	0	24	20	24	5	0	0	18	1	5
Snowmobiles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snow and Ice from sidewalk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs and devices	0	1	0	2	6	3	1	4	0	0	0	0	17	3	17	9	0	0	15	0	3
Trash on property	0	1	1	0	0	0	0	1	0	0	0	0	3	19	3	0	0	0	2	0	1
Trees & Bushes	0	0	2	0	0	0	2	1	0	0	0	0	5	10	5	0	0	0	5	0	0
Weeds & Rank Vegetation	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0	1	0	0	0	0	0
Vehicles for sale on grass	1	0	0	2	0	1	0	0	0	0	0	0	4	4	4	0	0	0	4	0	0
Other	2	3	2	2	2	0	2	4	0	0	0	0	17	10	17	0	0	0	14	3	0
TOTAL	21	28	29	25	53	20	98	59	0	0	0	0	333	381	333	24	0	0	306	10	16

Citizens' complaints	2	4	5	3	7	3	3	2	0	0	0	0	29
Code enforcement officer	19	24	24	22	46	17	95	57	0	0	0	0	304

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Chicken Permits Issued	0	0	0	1	0	0	1	1	0	0	0	0	3



14 4 22 22 60 54 68 50 27 21 29 10



BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET
BRISTOL, IN. 46507

Office 1-574-848-4155 / Fax 1-574-848-0459



Section 11, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

September 2023 Operations Report:

We responded to 95 emergency calls in August.

394 Responses for August

Staffing:

We are currently short 1 Fulltime Firefighter/EMT but are currently filling that position with parttime staff.

One of our fulltime staff has completed his EMT training and is now a state certified EMT.

Additional:

The annual service on all the apparatus is being completed this week.

All the fire pumps have passed testing.

All ladders are scheduled to be tested in the next couple of weeks.

The training ground is coming along.

We are currently preparing for the Corndog Festival.

Thank you,
Nicholas J.A. Kantz
Fire Chief

Filter statement

Filters Alarm Date Range 8/1/23 to 8/31/23 | Is Active true

Fire Incident Types

Count of Total Incidents

Count of incidents
95

Fire Calls

Count of Fire Calls
7
Percent of Fire Calls 7.4%

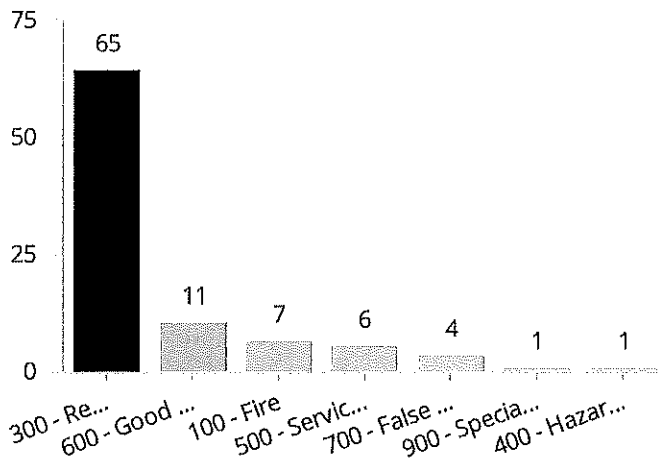
EMS Calls

Count of EMS Calls
65
Percent of EMS Calls 68.4%

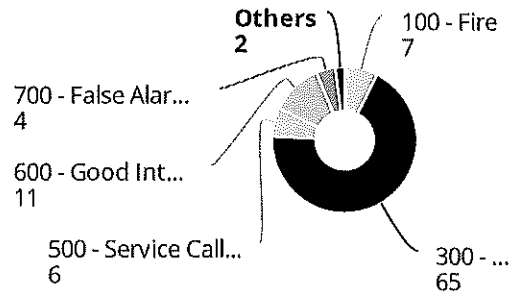
Other Calls

Count of Other Calls
23
Percent of Other Calls 24.2%

Count of Incidents by Incident Type Group and Year



Percentage of Incident Type Group



Sept. 12, 2023 Park Board Report

Present at Meeting:

Scott Dreamer, Dean Rentfrow, Linda Powell, Mike Ropp was absent, Mike Yoder, Secretary RoseMary McDaniel. Kristen Ploeger

Kristen Report: River Cleanup was completed. There was a Pickleball event at the elementary School.

There will be 6 children’s games with a Pirate theme at the Trunk and Treat Halloween event at Congdon Park on Oct. 28, 2023. Library will do a story at Congdon Park also, the Park Board voted to provide \$250 for the Library use. Motion by Linda seconded by Dean. Motion carried.

Kristen will be contacting Middlebury Magazine and several other publications to advertise our events.

Kristen talked to Ben Evans, and he will let us know when the cornstalks are ready to be cut.

For November, Kristen would like to have a benefit for the HUB in Hermance Park Pavilion with coffee and donuts. People will be bringing donations for the HUB. Date to be announced.

Page 2

For December will be the tree lighting at the Fire Station. There will be a hot chocolate bar and cookies.

There will be signs made to pick up after your animals (including horses) in the parks. A Motion was made by Dean and seconded by Scott to make a sign. Motion carried.

The Reserved signs have been very effective since she has started using them at the Pavilions.

Kristen will work on possibly finding a new lock system for Hermance Park.

Hermance Park: Mike Yoder is still waiting to hear back from DNR about the handicapped kayak launch.

Scott inquired about the native garden for Hermance Park. Linda said that they will be working on that next Spring.

Congdon Park: Corn Dog Festival will be held Sept. 23, 2023. Park Board has given them permission to use our tables and chairs. It was moved by Dean, seconded by Scott, and Board approved.

Page 3

Next Park Board Meeting will be Tuesday, October 10, 2023 at 6pm in upstairs meeting room at Town Hall.

Visitors welcome.

Report submitted by Secretary RoseMary McDaniel on Sept 19, 2023.

ORDINANCE NO. 9-21-2023-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ESTABLISHING A VOLUNTARY ANNEXATION FEE AND AMENDING CHAPTER 110 OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES

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

WHEREAS, the Town is experiencing significant residential and commercial development and is anticipating continued residential and commercial growth into the foreseeable future; and

WHEREAS, the growth of the Town is due in large part to voluntary annexations of previously unincorporated lands adjacent to the Town’s corporate boundaries; and

WHEREAS, the receipt, processing, and adjudication of a petition for voluntary annexation by the Council, in accordance with Indiana Code § 36-4-3-1, *et seq.*, causes the Town to incur substantial administrative costs, which are not paid for or otherwise subsidized by the landowner(s) petitioning for voluntary annexation into the Town; and

WHEREAS, the Code of Ordinances for the Town (the “Code”), Chapter 110, Section 100.005 provides for a schedule of Town Fees to be charged by the Town for certain regulated activities (the “Fee Schedule”); and

WHEREAS, the Council believes it is in the best interest of the Town to amend the Town’s Fee Schedule to provide for reasonable fees to be paid by the landowner(s) seeking voluntary annexation into the Town, and to update and harmonize the Fee Schedule consistent with other previous changes to the Code.

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

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

Section 2. As of the effective date of this Ordinance, Chapter 98. Voluntary Annexation shall be added as a new chapter to Title IX of the Code and Chapter 100, Section 110.005 of Title XI of the Code shall be amended and replaced, each in accordance with Exhibit A attached hereto and incorporated herein.

Section 3. The remaining portions of Title IX and Title XI of the Code are not affected by this Ordinance and shall remain in full force and effect.

Section 4. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity

of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 5. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana.

Section 6. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy-Antonelli, Clerk-Treasurer

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EXHIBIT A

Title IX: General Regulations

CHAPTER 98. VOLUNTARY ANNEXATION

§ 98.01. Voluntary Annexation.

The Town Council may by annexation ordinance, and subject to Indiana law, annex property into the corporate limits of the Town. Voluntary annexation to the Town may be initiated by petition of one hundred percent (100%) of the owners of land within the territory that is proposed to be annexed, in accordance with Indiana Code §36-4-3-5.1, and on the form prescribed by the Town.

[For codification reference: (Ordinance No. _____, passed _____).]

§ 98.02. Voluntary Annexation Fee.

There is established an annexation fee in the amount of \$500 per annexation petition, which is a charge to be assessed against all unincorporated property to be annexed to the Town. Such annexation fee will be paid in full upon filing the application for voluntary annexation into the Town.

[For codification reference: (Ordinance No. _____, passed _____).]

CHAPTER 110: GENERAL LICENSING AND REGULATIONS

§ 110.005 TOWN FEES.

(A) The following fee schedule sets forth fees charged by the Town and shall be amended only by action of the Town Council.

(B) Until all applicable fees have been paid in full, no action shall be taken on any petition or application. No part of any fee paid pursuant to this Section shall be refundable.

(C) Schedule of Fees:

<i>Activity Regulated</i>	<i>Fee</i>	<i>Code Section</i>
Accident report	\$5	110.030
Amusement centers	\$100	110.047
Renewal of license	\$20	110.050
Transfer of license	\$50	110.050
Annexation – Consensual or Voluntary	\$500	98.02
Building fees		Chapter 150

<i>Activity Regulated</i>	<i>Fee</i>	<i>Code Section</i>
Burial sites	\$250 to \$500	92.02
Business and trades	\$5	110.047
Copying public documents	\$.50 to \$1	110.002
Fingerprints	\$5	
Outdoor advertising displays	\$1 per sq. ft.	110.101
Outdoor theaters, carnivals, or street fairs	\$25	110.080
Park bandstand rental	\$50	91.06
Park pavilion rental	\$125 to \$175 plus tax	91.06
Precious metal dealers	\$25	110.065
Returned check (NSF)	\$15	110.001
Taxicabs	\$25	112.01
Vehicle inspections	\$5	110.031
Zoning fees		Chapter 155

[For codification reference: ('97 Code, § 4-102); Am. Ord. _____, passed _____.]

RESOLUTION NO. 9-21-2023-19

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

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

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

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

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

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

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

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

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

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

* * * * *

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA THIS
21ST DAY OF SEPTEMBER, 2023.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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EXHIBIT A
FISCAL PLAN
(To be attached)

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

Wilhelm & Fletcher Annexation

September 15, 2023

Prepared by:



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INTRODUCTION

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

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

INTRODUCTION

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

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

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

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

SECTION I

AREA DESCRIPTION

A. Location, Area Size and Contiguity

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

The Annexation Area is approximately 416 acres. The perimeter boundary of the Annexation Area is more than 12.5% contiguous to the existing corporate boundaries of the Town.

B. Current Land Use

The Annexation Area consists of agricultural land and related structures.

C. Zoning

Existing Zoning: Agriculture (A-1)
Proposed Zoning: General Manufacturing (M-2)

D. Current Population

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

E. Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Area is \$673,100. This represents the net assessed value as of January 1, 2022 for taxes payable 2023.

SECTION II

NON-CAPITAL SERVICES

A. Cost of Services

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

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

B. Police Protection

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

The Town of Bristol Police Department's primary purpose is the prevention of crime. The Police Department patrols within the boundaries of the Town on a daily basis and responds to all alarm calls. In addition, the Police Department provides other services such as detection and apprehension of offenders, traffic control and preservation of civil order. The Police Department does not distinguish between different areas of the Town. The same services are provided throughout the Town. Due to the location and character of the Annexation Area, the Town does not anticipate needing to hire additional officers as a result of the annexation. It is anticipated that an increase in fuel and vehicle maintenance will be necessary in the amount of \$3,300 (plus inflation) per year as a result of the annexation. The Police Department's budget within the Town's General Fund will fund any additional costs.

C. Fire Protection

The majority of the Annexation Area is currently served by the Bristol Fire Department ("BFD"), with the parcel in Jefferson Township served by the Jeferson Township Fire Department. Upon annexation, BFD will serve the entire Annexation Area. The BFD serves the Town of Bristol, Washington Township and York Township through contractual agreements. Due to the location and character of the Annexation Area, it is anticipated that any increase in the cost of the contractual arrangement for fire services will be negligible.

NON-CAPITAL SERVICES**D. Emergency Medical Services**

Currently, the BFD provides emergency medical services to the Annexation Area, with the exception of the parcel in Jefferson Township. These services include, but are not limited to, emergency medical response. Upon annexation, the entire Annexation Area will be served by BFD. Due to the location and character of the Annexation Area, it is anticipated that any increase in the cost of the contractual arrangement for emergency medical services will be negligible.

E. Street Maintenance

All dedicated streets and county roads in the Annexation Area are currently maintained by Elkhart County. However, all non-capital services of the Bristol Street Department will be made available in the Annexation Area within 1 year of the effective date of this annexation and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

The Bristol Street Department is responsible for repairs and replacement, pickup of storm damage, leaf pickup, snowplowing, and park and cemetery maintenance. The Annexation Area contains approximately 1.35 miles of streets that the Town will be responsible for maintaining. Currently, the Town has approximately 21 miles of streets. The Town anticipates additional operating costs for supplies and repairs and maintenance of approximately \$1,700 (plus inflation) per year as a result of the annexation. The Local Road and Street and Motor Vehicle Highway Funds will fund any additional costs.

F. Storm Drainage

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

NON-CAPITAL SERVICES

G. Parks

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

H. Governmental Administrative Services

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

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

- Town Council
- Town Manager
- Clerk Treasurer

SECTION III

CAPITAL IMPROVEMENTS

A. Cost of Services

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

The Town will provide the following capital services to the Annexation Area no later than three (3) years after the effective date of the annexation in the same manner as those capital services provided to areas within the Town regardless of topography, patterns of land use and population density and in a manner consistent with federal, state and local laws, procedures and planning criteria. It is currently assumed that the annexation will be effective as soon as practically possible, but not later than December 31, 2023.

B. Water Service

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

C. Wastewater Service

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

CAPITAL IMPROVEMENTS

D. Storm Water and Drainage

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

E. Street Construction

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

SECTION IV

FISCAL IMPACT

As a result of this annexation, based on assessed values of the Annexation Area as of January 1, 2022, net of municipal tax-exempt property due to its agricultural assessment, the net assessed value for the Town is anticipated to increase by \$339,400 to \$241,861,726. This represents an increase of approximately 0.14%. The net impact of increasing the Town's net assessed value will result in additional property tax revenues to the Town, which may be used to offset the cost of providing services to the Annexation Area.

It is assumed that the effective date of this annexation will be as soon as practically possible, but no later than December 31, 2023. Based on the assumed effective date, Annexation Area property owners will not pay property taxes to the Town until 2024 payable 2025, or until the parcel is no longer tax-exempt. However, the Town will begin providing non-capital municipal services to the property owners within one (1) year after the effective date of the annexation, and it will begin providing capital municipal services to the property owners within three (3) years after the effective date of the annexation.

It is anticipated that there will be minimal additional costs to the Town as a result of the annexation. The additional costs are related to the Police Department and Street Department. The causes of the anticipated increased costs are discussed on the prior pages, and a summary of the costs is demonstrated in Appendix I.

It is anticipated that the Town will realize an increase in its levy of approximately \$2,955 as a result of the annexation. However, the percentage increase in the levy will not exceed the percentage increase in the Town's assessed value; therefore, there is not anticipated to be a tax rate increase as a direct result of this annexation. If there is a shortfall in revenue from the annexation, the services described in this plan can be provided using funds on hand.

Based on the assumed annual growth factors noted on page 11, the additional levy will be approximately \$3,254 in 2026 and \$3,396 in 2027. The estimated impacts on other taxing units will be negligible (under \$60 each) due to the minimal amount of net assessed value that is not municipal tax-exempt due to its agricultural assessment.

SECTION V

ASSUMED INDEBTEDNESS

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

Washington and Jefferson Townships currently have no outstanding debt.

Appendix I

Wilhelm & Fletcher Annexation

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT

(Assumes first year of tax collections from Annexation Area is 2024 pay 2025)

<u>Assessment Year</u>	<u>Estimated Net Assessed Value of Annex. Area</u>	<u>Estimated Net Assessed Value of Town</u>	<u>Total Est. Net Assessed Value of Town</u>	<u>Est. Property Tax Levy of Town</u>	<u>Total Est. Property Tax Rate</u>
	(1)	(2)	(3)	(4),(5)	(6)
2022 Pay 2023	\$339,400	\$241,522,326	\$241,522,326	\$2,100,761	\$0.8698
2023 Pay 2024	369,200	278,139,050	278,139,050	2,252,240	0.8098
2024 Pay 2025	369,200	294,827,393	295,196,593	2,345,708	0.7946
2025 Pay 2026	369,200	312,517,037	312,886,237	2,459,069	0.7859
2026 Pay 2027	369,200	331,268,059	331,637,259	2,576,015	0.7768
2027 Pay 2028	369,200	351,144,143	351,513,343	2,686,889	0.7644

- (1) Based on the net assessed value of the real property, net of municipal tax-exempt property due to its agricultural assessment, in the Annexation Area per the Elkhart County Assessor's office.
- (2) Assumes the assessed value for the Town of Bristol, excluding the Annexation Area, grows at a rate of 6%.
- (3) Represents the net assessed value for the Town, including the Annexation Area, used to calculate the tax rate.
- (4) Assumes controlled property tax levies increase at an annual growth factor of 4.0% for 2024, 4.0% for 2025, 4.9% for 2026, 4.8% for 2027, and 4.3% for 2028. Assumes that the Cumulative Fire Special levy remains constant. Also, assumes the CCD rate remains constant, which results in additional levy due to NAV growth.
- (5) Assumes the Town receives an automatic increase in its levy equal to its percentage increase in net assessed value as a result of the annexation.
- (6) Based on the Est. Property Tax Levy of Town divided by the Total Est. Net Assessed Value of Town.

TOWN OF BRISTOL, INDIANA

Wilhelm & Fletcher Annexation

SUMMARY OF ADDITIONAL COSTS DUE TO ANNEXATION

(Non-Capital Services)

<u>Department</u>	<u>Description of Costs</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>Ref.</u>
Street	Materials, supplies and repairs	\$0	\$1,700	\$1,751	\$1,804	(1)
Police	Fuel and repairs	-	3,300	3,399	3,501	(1)
	Totals	<u>\$0</u>	<u>\$5,000</u>	<u>\$5,150</u>	<u>\$5,305</u>	

(1) Assumes a 3% inflationary adjustment for years 2026 - 2027 and assumes that non-capital services are not started until 1 year after the effective date of annexation.

	<u>Summary of Net Impact</u>				
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	
Estimated levy increase (net of circuit breaker)	\$ -	\$2,955	\$3,254	\$3,396	
Estimated CCD levy increase	-	185	185	185	(2)
Estimated additional costs	<u>-</u>	<u>(5,000)</u>	<u>(5,150)</u>	<u>(5,305)</u>	
Net Impact	<u>\$0</u>	<u>(\$1,860)</u>	<u>(\$1,711)</u>	<u>(\$1,724)</u>	

(2) Based only on assumed NAV growth from the Annexation Area.

TOWN OF BRISTOL, INDIANA

Section 13, Item b.

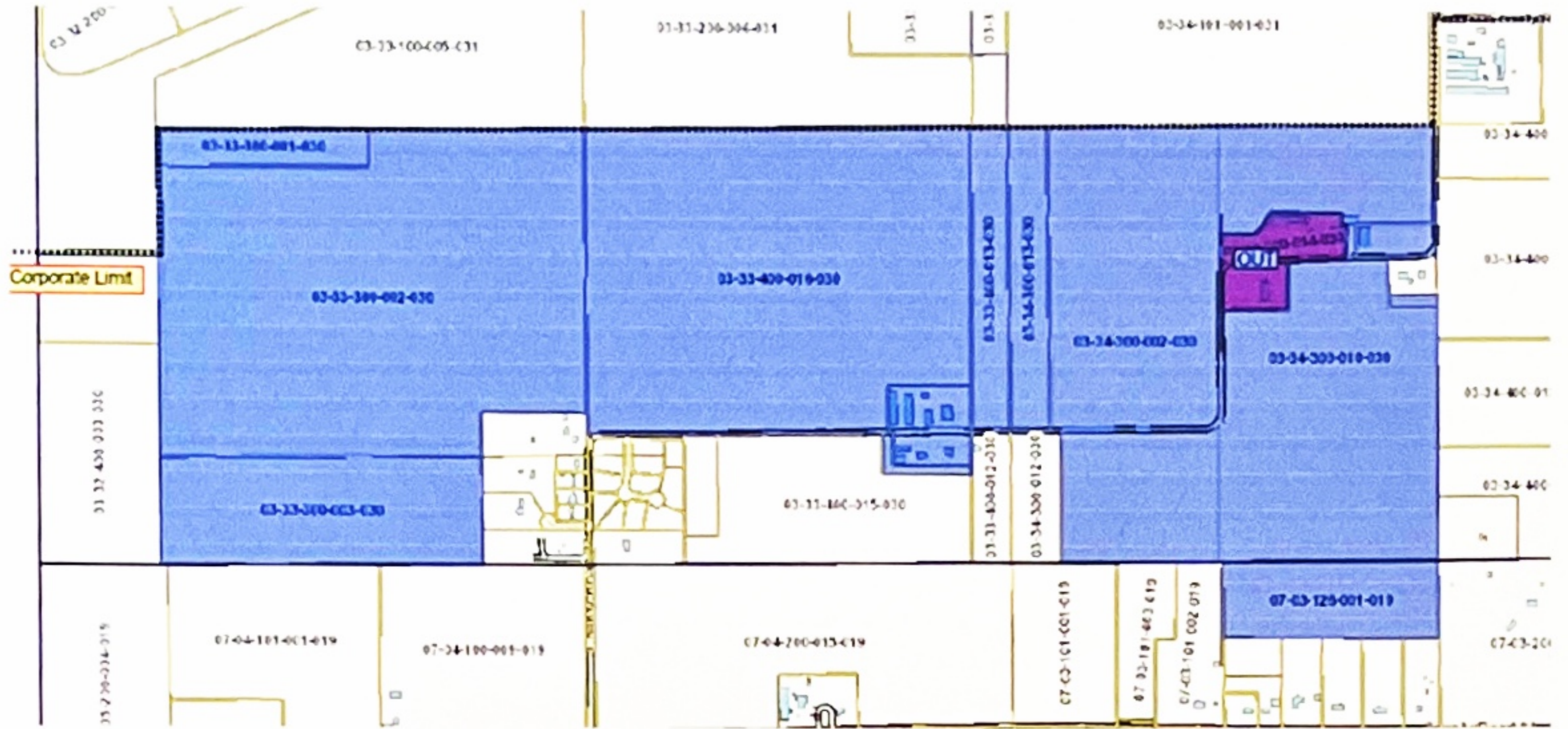
Wilhelm & Fletcher Annexation

PARCEL LIST

Parcel ID	Owner	'22 Pay '23 Net Assessed Value	Remonstrance Waiver
20-07-03-126-001.000-019	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	\$14,700	No
20-03-33-300-001.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	10,600	No
20-03-33-300-003.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	33,600	No
20-03-33-400-007.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	194,200	No
20-03-34-300-002.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	55,100	No
20-03-33-300-002.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	158,000	No
20-03-33-400-013.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	9,500	No
20-03-33-400-016.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	93,900	No
20-03-34-300-004.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	24,000	No
20-03-34-300-007.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	500	No
20-03-34-300-013.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	12,900	No
20-03-34-300-010.000-030	WILHELM BARBARA CHRISTINE TRUSTEE BARBARA CHRISTIN WILHELM IRR LIFETIME FAMILY TR 1/2 INT & ETAL 1/2	66,100	No
Total		<u>\$673,100</u>	

Appendix II

Map of Annexation Territory



Legal Description

TRACT I: The East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, containing 80 Acres, more or less.

EXCEPTING: A part of the East half of the Southwest Quarter of Section 34, in Township 38 North, of Range 6 East, particularly described as follows:

Beginning at a point in the middle of a public highway which runs East and West across the East half of the Southwest Quarter of said Section about 65 rods South of the North line thereof, which point is 18 rods West of the East line of said Southwest Quarter Section; thence East, following the middle of the road to the East line of said Southwest Quarter Section; thence South on the East line of said Quarter Section 20 rods; thence West parallel with the middle of said Road, 18 rods; thence North 20 rods to the place of beginning.

ALSO EXCEPTING THE FOLLOWING: Beginning at a point on the West line of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East at its intersection with the centerline of County Road 23 where County Road 23 crosses the East half of said Southwest Quarter; thence East along the centerline of County Road 23, 20 rods; thence South 16 rods; thence West parallel with the centerline of County Road 23, 20 rods to the West line of the East half of said Southwest Quarter; thence North 16 rods to the place of beginning, containing 2 Acres, more or less.

ALSO EXCEPTING THE FOLLOWING: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Beginning at an iron stake on the East line of said Quarter Section where the same is intersected by a public highway now known as County Road 23 which runs East and West across the East half of said Quarter Section approximately 65 rods South of the North line thereof; thence South 88 degrees 18 minutes West along the centerline of said public road 500.91 feet to a railroad spike; thence due North parallel with the East line of said Quarter Section 210 feet to an iron stake; thence North 88 degrees 18 minutes East 500.91 feet to a railroad spike on the East line of said Quarter Section; thence due South along the East line of said Quarter Section 210 feet to the place of beginning. Containing 2.41 Acres, more or less.

ALSO EXCEPTING: A part of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Second Principal Meridian, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Section corner monument at the center of said Section 34; thence South 0 degrees 0 minutes 0 seconds West (assumed bearing) along the East line of said Southwest Quarter of Section 34 and the centerline of County Road 23, a distance of 808.83 feet to a point; thence South 89 degrees 46 minutes 52 seconds West, along said centerline of County Road 23, a distance of 500.91 feet to a point; thence South 87 degrees 43 minutes 7 seconds West, along said

centerline of County Road 23, a distance of 67.80 feet to a mag nail at the point of beginning of this description; thence continuing South 87 degrees 43 minutes 7 seconds West, along said centerline of County Road 23, a distance of 786.38 feet to an iron rebar capped (Doriot); thence North 0 degrees 53 minutes 8 seconds West, a distance of 177.20 feet to an iron rebar capped (Doriot); thence South 89 degrees 33 minutes 34 seconds East, a distance of 220.17 feet to an iron rebar capped (Doriot); thence North 54 degrees 32 minutes 36 seconds East, a distance of 50.26 feet to an iron rebar capped (Doriot); thence North 31 degrees 34 minutes 28 seconds East, a distance of 122.47 feet to an iron rebar capped (Doriot); thence South 88 degrees 19 minutes 28 seconds East, a distance of 442.86 feet to an iron rebar capped (Doriot); thence South 2 degrees 38 minutes 53 seconds West, a distance of 65.60 feet to an iron rebar capped (Doriot); thence South 86 degrees 43 minutes 8 seconds East, a distance of 33.32 feet to an iron rebar capped (Doriot); thence South 2 degrees 47 minutes 47 seconds West, a distance of 197.53 feet to the point of beginning. Containing 4.36 Acres, more or less.

TRACT II: 60 Acres of land off the East side of the West half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, being 60 rods wide and 160 rods long.

TRACT III: A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet to the place of beginning of this description; thence South 88 degrees 53 minutes 36 seconds West parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence North 0 degrees 0 minutes 52 seconds East along said ditch centerline, a distance of approximately 483.44 feet to the point of beginning of this description.

TRACT IV: A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of

Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33 and the place of beginning of this description; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of approximately 2663.57 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet; thence North 0 degrees 32 minutes 59 seconds West a distance of approximately 2664.20 feet to the point of beginning of this description.

EXCEPTING THE FOLLOWING: A part of the Southeast Quarter of Section 33, Township 38 North, Range 6 East and a part of the Southwest Quarter of Section 34, Township 38 North, Range 6 East in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Beginning at a 3/4 inch iron stake at the Southeast corner of the Southeast Quarter of said section 33; thence North 89 degrees 32 minutes 49 seconds West along the Southerly line of the Southeast Quarter of said Section 33, a distance of 2019.06 feet to a 3/4 inch iron stake at the Southeasterly corner of land conveyed to Timothy R. and Deborah Ann Gray (Elkhart County Instrument No. 94-017206); thence North 0 degrees 21 minutes 25 seconds East along the Easterly line of said Gray land and the Northerly extension thereof, a distance of 794.78 feet to a railroad spike in the centerline of County Road No. 23; thence East along the centerline of said County Road No. 23, a distance of 1244.20 feet to a one inch diameter "survey mark" nail; thence South 1 degree 7 minutes 26 seconds West a distance of 244.72 feet to a 3/4 inch iron stake; thence East a distance of 534 feet to a point in a 14 inch walnut tree; thence North 1 degree 7 minutes 26 seconds East a distance of 244.72 feet to a 1/2 inch rebar in the centerline of said aforementioned County Road No. 23; thence East along the centerline of said aforementioned County Road No. 23, a distance of 556.91 feet to a 1 inch diameter "survey mark" nail; thence South 1 degree 7 minutes 26 seconds West a distance of 813.10 feet to a 3/4 inch iron stake on the Southerly line of the Southwest Quarter of said Section 34; thence North 89 degrees 35 minutes 2 seconds West along the Southerly line of the Southwest Quarter of said Section 34, a distance of 305.13 feet to the place of beginning. Containing 40 Acres, more or less.

TRACT V: The Southeast Quarter of Section 33 and 20 Acres of land off of the West side of the West half of the Southwest Quarter of Section 34, being 20 rods wide East and West and 160 rods long North and South, all in Township 38 North, Range 6 East.

EXCEPTING THE FOLLOWING:

Beginning at the Southwest corner of the said Southeast Quarter of Section 33 and running East on the South line of said Quarter Section 600 feet; thence North parallel with the West line of said Quarter Section 800 feet, more or less to the centerline of County Road Number 23; thence West on the centerline of said County Road 23 to the West line of said Quarter Section; thence South on the West line of said Quarter Section to the point of beginning.

AND EXCEPTING THE FOLLOWING: Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet; thence South 88 degrees 53 minutes 36 seconds West parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence South 0 degrees 0 minutes 52 seconds West along the Southerly extension of aforementioned ditch centerline, a distance of 605.21 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet to the point of beginning. Containing 40.43 Acres, more or less.

TRACT VI: The Northeast Quarter of Section 33, Township 38 North, Range 6 East, EXCEPTING therefrom the following described tract:

20 Acres out of the Northeast corner of the South half of the Northeast Quarter of Section 33; said tract running North and South 54 rods from the North line of said South half of the Northeast Quarter and of sufficient width East and West to make 20 Acres of land.

TRACT VII: All that part of the Northwest Quarter of Section 33, Township 38 North, Range 6 East, lying South of the centerline of Menges Ditch.

TRACT VIII: The Southwest Quarter of Section 33, Township 38 North, Range 6 East, excepting therefrom the following:

Beginning at the Southeast corner of said Southwest Quarter at a point marked by a railroad spike driven in the centerline of County Road Number 23, and running thence West on the South line of said Section 33, a distance of 660 feet; thence North 927 feet to an iron pipe; thence East 660 feet to an iron pipe on the East line of said Southwest Quarter; thence South along the East line of said Southwest Quarter 927 feet to the place of beginning.

TRACT IX: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Beginning at an iron stake on the East line of said Quarter Section where the same is intersected by a public highway now know as County Road 23, which runs East and West across the East half of said Quarter Section, approximately 65 rods South of the North line thereof; thence South 88

degrees 18 minutes West along the centerline of said public highway 500.91 feet to a railroad spike; thence due North parallel with the East line of said Quarter Section, 210 feet to an iron stake; thence North 88 degrees 18 minutes East 500.91 feet to a railroad spike on the East line of said Quarter Section; thence due South along the East line of said Quarter Section 210 feet to the place of beginning. Containing 2.41 Acres, more or less.

TRACT X: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Commencing at an iron stake on the East line of said Quarter Section where the same is intersected by the centerline of County Road 23 which runs in an Easterly and Westerly direction across the East half of said Quarter Section approximately 65 rods South of the North line of said Quarter Section said point being the Northeasterly corner of land conveyed to John F. and Patricia A. Gonser (Elkhart County Deed Record 367, page 503); thence due South along the East line of said Quarter Section and the East line of said Gonser land 247 feet to an iron stake for the beginning point of this description; thence due South along the East line of said Quarter Section 83 feet to an iron stake at the Southeasterly corner of said Gonser land; thence South 88 degrees 18 minutes West parallel with the centerline of said aforementioned County Road 23 and along the Southerly line of said Gonser land 297 feet to an iron stake at the Southwesterly corner of said Gonser land; thence due North along the Westerly line of said Gonser land 113 feet to an iron stake; thence Easterly 297.63 feet to the place of beginning. Containing 0.68 Acres, more or less.

TRACT XI; A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet; thence South 88 degrees 53 minutes 36 seconds west parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence South 0 degrees 0 minutes 52 seconds West along the Southerly extension of aforementioned ditch centerline, a distance of 605.21 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet to the point of beginning of this description.

TRACT XII: That part of the North half of Fractional Section 3, Township 37 North, Range 6 East, Jefferson Township, Elkhart County, Indiana which is described as:

Beginning at a point which is North 0 degrees 0 minutes East, 541.63 feet from a point in the centerline of County Road Number 14 which is South 89 degrees 12 minutes East, 1309.53 feet from a point on the West line of said Section, which is North (assumed bearing), 1320 feet from the Southwest corner of the Northwest Quarter of said Section 3; thence North 0 degrees 0 minutes 0 seconds East, 469.04 feet; thence South 89 degrees 47 minutes 56 seconds East, 1313.47 feet; thence South 1 degree 29 minutes 32 seconds East, 483.36 feet; thence North 89 degrees 11 minutes 21 seconds West, 1326.18 feet to the point of beginning.

ORDINANCE NO. 9-21-2023-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ANNEXING CERTAIN TERRITORY AND DECLARING THE SAME TO BE A PART OF THE TOWN OF BRISTOL, INDIANA

WHEREAS, the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”) has the authority to annex lands into the Town pursuant to Indiana Code § 36-4-3 (the “Act”); and

WHEREAS, the Council received a petition for voluntary annexation into the Town (the “Petition”); and

WHEREAS, the Petition requests that twelve parcels along County Road 14, County Road 21 and County Road 23, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-07-03-126-001.000-019, 20-03-33-300-001.000-030, 20-03-33-300-003.000-030, 20-03-33-400-007.000-030, 20-03-34-300-002.000-030, 20-03-33-300-002.000-030, 20-03-33-400-013.000-030, 20-03-33-400-016.000-030, 20-03-34-300-004.000-030, 20-03-34-300-007.000-030, 20-03-34-300-013.000-030, and 20-03-34-300-010.000-030, consisting of approximately 416.391 acres (the “Annexation Territory”), be annexed by the Town; and

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

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

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

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

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

WHEREAS, the Council has conducted a public hearing on September 7, 2023, as required by law with regard to the annexation of the Annexation Territory; and

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

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

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

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 21ST DAY OF SEPTEMBER, 2023.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

Prepared by and return after recording to:

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

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

EXHIBIT A

LEGAL DESCRIPTION

TRACT I: The East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, containing 80 Acres, more or less.

EXCEPTING: A part of the East half of the Southwest Quarter of Section 34, in Township 38 North, of Range 6 East, particularly described as follows:

Beginning at a point in the middle of a public highway which runs East and West across the East half of the Southwest Quarter of said Section about 65 rods South of the North line thereof, which point is 18 rods West of the East line of said Southwest Quarter Section; thence East, following the middle of the road to the East line of said Southwest Quarter Section; thence South on the East line of said Quarter Section 20 rods; thence West parallel with the middle of said Road, 18 rods; thence North 20 rods to the place of beginning.

ALSO EXCEPTING THE FOLLOWING: Beginning at a point on the West line of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East at its intersection with the centerline of County Road 23 where County Road 23 crosses the East half of said Southwest Quarter; thence East along the centerline of County Road 23, 20 rods; thence South 16 rods; thence West parallel with the centerline of County Road 23, 20 rods to the West line of the East half of said Southwest Quarter; thence North 16 rods to the place of beginning, containing 2 Acres, more or less.

ALSO EXCEPTING THE FOLLOWING: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Beginning at an iron stake on the East line of said Quarter Section where the same is intersected by a public highway now known as County Road 23 which runs East and West across the East half of said Quarter Section approximately 65 rods South of the North line thereof; thence South 88 degrees 18 minutes West along the centerline of said public road 500.91 feet to a railroad spike; thence due North parallel with the East line of said Quarter Section 210 feet to an iron stake; thence North 88 degrees 18 minutes East 500.91 feet to a railroad spike on the East line of said Quarter Section; thence due South along the East line of said Quarter Section 210 feet to the place of beginning. Containing 2.41 Acres, more or less.

ALSO EXCEPTING: A part of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Second Principal Meridian, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Section corner monument at the center of said Section 34; thence South 0 degrees 0 minutes 0 seconds West (assumed bearing) along the East line of said Southwest Quarter of Section 34 and the centerline of County Road 23, a distance of 808.83 feet to a point; thence South 89 degrees 46 minutes 52 seconds West, along said centerline of County Road 23, a distance of 500.91 feet to a point; thence South 87 degrees 43 minutes 7 seconds West, along said centerline of County Road 23, a distance of 67.80 feet to a mag nail at the point of beginning of

this description; thence continuing South 87 degrees 43 minutes 7 seconds West, along said centerline of County Road 23, a distance of 786.38 feet to an iron rebar capped (Doriot); thence North 0 degrees 53 minutes 8 seconds West, a distance of 177.20 feet to an iron rebar capped (Doriot); thence South 89 degrees 33 minutes 34 seconds East, a distance of 220.17 feet to an iron rebar capped (Doriot); thence North 54 degrees 32 minutes 36 seconds East, a distance of 50.26 feet to an iron rebar capped (Doriot); thence North 31 degrees 34 minutes 28 seconds East, a distance of 122.47 feet to an iron rebar capped (Doriot); thence South 88 degrees 19 minutes 28 seconds East, a distance of 442.86 feet to an iron rebar capped (Doriot); thence South 2 degrees 38 minutes 53 seconds West, a distance of 65.60 feet to an iron rebar capped (Doriot); thence South 86 degrees 43 minutes 8 seconds East, a distance of 33.32 feet to an iron rebar capped (Doriot); thence South 2 degrees 47 minutes 47 seconds West, a distance of 197.53 feet to the point of beginning. Containing 4.36 Acres, more or less.

TRACT II: 60 Acres of land off the East side of the West half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, being 60 rods wide and 160 rods long.

TRACT III: A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet to the place of beginning of this description; thence South 88 degrees 53 minutes 36 seconds West parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence North 0 degrees 0 minutes 52 seconds East along said ditch centerline, a distance of approximately 483.44 feet to the point of beginning of this description.

TRACT IV: A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along

the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33 and the place of beginning of this description; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of approximately 2663.57 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet; thence North 0 degrees 32 minutes 59 seconds West a distance of approximately 2664.20 feet to the point of beginning of this description.

EXCEPTING THE FOLLOWING: A part of the Southeast Quarter of Section 33, Township 38 North, Range 6 East and a part of the Southwest Quarter of Section 34, Township 38 North, Range 6 East in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Beginning at a 3/4 inch iron stake at the Southeast corner of the Southeast Quarter of said section 33; thence North 89 degrees 32 minutes 49 seconds West along the Southerly line of the Southeast Quarter of said Section 33, a distance of 2019.06 feet to a 3/4 inch iron stake at the Southeasterly corner of land conveyed to Timothy R. and Deborah Ann Gray (Elkhart County Instrument No. 94-017206); thence North 0 degrees 21 minutes 25 seconds East along the Easterly line of said Gray land and the Northerly extension thereof, a distance of 794.78 feet to a railroad spike in the centerline of County Road No. 23; thence East along the centerline of said County Road No. 23, a distance of 1244.20 feet to a one inch diameter "survey mark" nail; thence South 1 degree 7 minutes 26 seconds West a distance of 244.72 feet to a 3/4 inch iron stake; thence East a distance of 534 feet to a point in a 14 inch walnut tree; thence North 1 degree 7 minutes 26 seconds East a distance of 244.72 feet to a 1/2 inch rebar in the centerline of said aforementioned County Road No. 23; thence East along the centerline of said aforementioned County Road No. 23, a distance of 556.91 feet to a 1 inch diameter "survey mark" nail; thence South 1 degree 7 minutes 26 seconds West a distance of 813.10 feet to a 3/4 inch iron stake on the Southerly line of the Southwest Quarter of said Section 34; thence North 89 degrees 35 minutes 2 seconds West along the Southerly line of the Southwest Quarter of said Section 34, a distance of 305.13 feet to the place of beginning. Containing 40 Acres, more or less.

TRACT V: The Southeast Quarter of Section 33 and 20 Acres of land off of the West side of the West half of the Southwest Quarter of Section 34, being 20 rods wide East and West and 160 rods long North and South, all in Township 38 North, Range 6 East.

EXCEPTING THE FOLLOWING:

Beginning at the Southwest corner of the said Southeast Quarter of Section 33 and running East on the South line of said Quarter Section 600 feet; thence North parallel with the West line of said Quarter Section 800 feet, more or less to the centerline of County Road Number 23; thence West on the centerline of said County Road 23 to the West line of said Quarter Section; thence South on the West line of said Quarter Section to the point of beginning.

AND EXCEPTING THE FOLLOWING: Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet; thence South 88 degrees 53 minutes 36 seconds West parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence South 0 degrees 0 minutes 52 seconds West along the Southerly extension of aforementioned ditch centerline, a distance of 605.21 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet to the point of beginning. Containing 40.43 Acres, more or less.

TRACT VI: The Northeast Quarter of Section 33, Township 38 North, Range 6 East, EXCEPTING therefrom the following described tract:

20 Acres out of the Northeast corner of the South half of the Northeast Quarter of Section 33; said tract running North and South 54 rods from the North line of said South half of the Northeast Quarter and of sufficient width East and West to make 20 Acres of land.

TRACT VII: All that part of the Northwest Quarter of Section 33, Township 38 North, Range 6 East, lying South of the centerline of Menges Ditch.

TRACT VIII: The Southwest Quarter of Section 33, Township 38 North, Range 6 East, excepting therefrom the following:

Beginning at the Southeast corner of said Southwest Quarter at a point marked by a railroad spike driven in the centerline of County Road Number 23, and running thence West on the South line of said Section 33, a distance of 660 feet; thence North 927 feet to an iron pipe; thence East 660 feet to an iron pipe on the East line of said Southwest Quarter; thence South along the East line of said Southwest Quarter 927 feet to the place of beginning.

TRACT IX: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Beginning at an iron stake on the East line of said Quarter Section where the same is intersected by a public highway now known as County Road 23, which runs East and West across the East half of said Quarter Section, approximately 65 rods South of the North line thereof; thence South 88

degrees 18 minutes West along the centerline of said public highway 500.91 feet to a railroad spike; thence due North parallel with the East line of said Quarter Section, 210 feet to an iron stake; thence North 88 degrees 18 minutes East 500.91 feet to a railroad spike on the East line of said Quarter Section; thence due South along the East line of said Quarter Section 210 feet to the place of beginning. Containing 2.41 Acres, more or less.

TRACT X: A part of the East half of the Southwest Quarter of Section 34, Township 38 North, Range 6 East, more particularly described as follows:

Commencing at an iron stake on the East line of said Quarter Section where the same is intersected by the centerline of County Road 23 which runs in an Easterly and Westerly direction across the East half of said Quarter Section approximately 65 rods South of the North line of said Quarter Section said point being the Northeasterly corner of land conveyed to John F. and Patricia A. Gonsler (Elkhart County Deed Record 367, page 503); thence due South along the East line of said Quarter Section and the East line of said Gonsler land 247 feet to an iron stake for the beginning point of this description; thence due South along the East line of said Quarter Section 83 feet to an iron stake at the Southeasterly corner of said Gonsler land; thence South 88 degrees 18 minutes West parallel with the centerline of said aforementioned County Road 23 and along the Southerly line of said Gonsler land 297 feet to an iron stake at the Southwesterly corner of said Gonsler land; thence due North along the Westerly line of said Gonsler land 113 feet to an iron stake; thence Easterly 297.63 feet to the place of beginning. Containing 0.68 Acres, more or less.

TRACT XI; A part of the Southeast Quarter of Section 33 and the Southwest Quarter of Section 34, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of aforesaid Section 34; thence North 89 degrees 18 minutes 42 seconds East along the South line of said Southwest Quarter of Section 34, a distance of 333.80 feet; thence North 0 degrees 32 minutes 59 seconds West along the East line of the West Quarter of the West half of Southwest Quarter of said Section 34, a distance of 2664.20 feet to the North line of the Southwest Quarter of said Section 34; thence South 89 degrees 14 minutes 3 seconds West along said North line, a distance of 333.05 feet to the West Quarter corner of said Section 34, also the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 58 seconds West along the North line of the Southeast Quarter of said Section 33, a distance of 226 feet to the centerline of a ditch; thence South 0 degrees 0 minutes 52 seconds West along said ditch centerline, a distance of 1574.93 feet; thence South 88 degrees 53 minutes 36 seconds west parallel to the centerline of County Road #23, a distance of 508.34 feet; thence South 1 degree 48 minutes 4 seconds East, a distance of 279.66 feet to the centerline of County Road #23; thence North 88 degrees 53 minutes 36 seconds East along the centerline of County Road 23, a distance of 29.68 feet; thence South 1 degree 20 minutes 36 seconds West, a distance of 203.78 feet; thence North 88 degrees 53 minutes 36 seconds East parallel to the centerline of County Road #23, a distance of 474.52 feet; thence South 0 degrees 0 minutes 52 seconds West along the Southerly extension of aforementioned ditch centerline, a distance of 605.21 feet to the South line of the Southeast Quarter of said Section 33; thence North 89 degrees 20 minutes 55 seconds East along the South line of said Southeast Quarter, a distance of 251.47 feet to the point of beginning of this description.

TRACT XII: That part of the North half of Fractional Section 3, Township 37 North, Range 6 East, Jefferson Township, Elkhart County, Indiana which is described as:

Beginning at a point which is North 0 degrees 0 minutes East, 541.63 feet from a point in the centerline of County Road Number 14 which is South 89 degrees 12 minutes East, 1309.53 feet from a point on the West line of said Section, which is North (assumed bearing), 1320 feet from the Southwest corner of the Northwest Quarter of said Section 3; thence North 0 degrees 0 minutes 0 seconds East, 469.04 feet; thence South 89 degrees 47 minutes 56 seconds East, 1313.47 feet; thence South 1 degree 29 minutes 32 seconds East, 483.36 feet; thence North 89 degrees 11 minutes 21 seconds West, 1326.18 feet to the point of beginning.

**PETITION FOR VOLUNTARY ANNEXATION
INTO THE TOWN OF BRISTOL, INDIANA**

The undersigned (the "Petitioner") hereby submits this Petition for Voluntary Annexation (this "Petition") into the Town of Bristol, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Town"), in accordance with Indiana Code § 36-4-3-5.1, as amended, and in support thereof, represents and warrants to the Town as follows:

1. HTIW Properties, LLC, an Indiana limited liability company, is the owner of the real property located at 54567 SR 15, Bristol, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Number 20-03-34-400-001.000-030, as more particularly described in Exhibit A and depicted in Exhibit B each attached hereto and incorporated herein by reference (the "Territory").
2. Petitioner constitutes one hundred percent (100%) of the owners of the Territory and is the true, rightful and complete owner of the Territory as described herein.
3. Petitioner has the authority to execute this Petition and any other documents necessary to effectuate annexation of the Territory into the Town.
4. The Territory is located in Washington Township, Elkhart County, Indiana (the "Township").
5. The land use of the Territory sought to be annexed is currently zoned Agriculture (A-1) and Petitioners will seek to rezone the Territory to General Manufacturing (M-2) following the annexation.
6. Petitioner is not aware of the Township's participation in a reorganization which would prohibit the Town from adopting an annexation ordinance for the Territory.
7. Petitioner has verified that more than one-eighth (1/8) of the aggregate external boundaries of the Territory coincides with the corporate boundaries of the Town. (Note: Contiguous means that at least 1/8 of the aggregate external boundaries of the Territory coincides with the boundaries of the Town. In determining if a parcel is contiguous, a strip of land which is less than 150 feet wide connecting the Town to the Territory is not considered a part of the boundaries of either the Town or the Territory.)
8. The Territory is contiguous to public highways and the public right-of-ways thereof (collectively, the "Public Ways"). (Note: The Town cannot annex a public highway or right-of-way of a public highway in order to reach the Territory).

(Signature Page to Follow)

