



# SEPTEMBER 7 2023 TOWN COUNCIL REGULAR MEETING

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

## AGENDA

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

### JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=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
  - a. Approve minutes for 8/13/2023, 8/15/2023, and 8/17/2023
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
  - a. Please state your name and address

### REPORTS

8. TOWN MANAGER
  - a. Pay Application Number 3 for Stonemont RR crossing: \$93,307.50  
[Fund source South TIF line 412.]  
[Aug 10, 2023, appropriation balance South TIF line 412 = \$658,332]
  - b. CCMG 2023- 1 pay application 1/ Maple Street project /\$32,837.40  
(fund South TIF line 412)
  - c. Easement from Mathew and Jessica Craig for water main extension in Fox Chase \$29,986.20.

[Fund Source South TIF line 412]

- d. Contract amendment for lift station 8 - Amy Mendoza (Commonwealth) to explain. Seeking Council approval to amend contract
- e. Approve design of new Commerce Industrial Park sign
- f. Town Manager - report
  - 1. New office/lab/maintenance building at wastewater plant
  - 2. House demolition on St Joe Street
  - 3. Council video recording
  - 4. Maple Street RR crossing and Depot/Maple intersection update
  - 5. Work Session - do we need one?
    - a. Fire department contract / fire territory discussion with Township board?
  - 6. Questions

**9. CLERK-TREASURER**

- a. **First reading** of the 2024 budget ordinance
- b. Discussion on utility disconnect letter

**10. TOWN ATTORNEY**

- a. **First reading** and **Public Hearing** on annexation Ordinance 9.21.2023-20 Wilhelm farm
- b. **First reading** Ordinance 9-21-2023-21 establishing annexation fee of \$500.  
**Approve** application packet

**11. NEW BUSINESS**

**12. UNFINISHED BUSINESS**

**13. TOWN COUNCIL DISCUSSION ITEMS**

- a. Doug DeSmith
- b. Andrew Medford
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy
- f. BFD call break down - Gregg T.

**NEXT MEETINGS:**

**14. MOTION TO ADJOURN**

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

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

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

PROJECT: Earthway Rail Park Phase IV  
Roadway Ext. to RR Crossing  
& RR Coordination Construction

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

APPLICATION NO: THREE (3)  
INVOICE NO: 10475  
INVOICE DATE: August 29, 2023  
PERIOD TO:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT FOR:

CONTRACT DATE: April 20, 2023

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

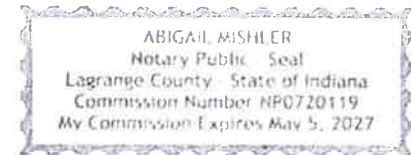
CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

1. ORIGINAL CONTRACT SUM	\$ 459,743.00	✓
2. Net change by Change Orders	\$ -	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 459,743.00	✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 329,405.75	✓
5. RETAINAGE:		
a. 10% of Completed Work	\$ 32,940.58	✓
(Column D + E on S of V)		
b. 10% of Stored Material	\$ -	
(Column F on S of V)		
Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)	\$ 32,940.58	✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 296,465.17	✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 203,157.67	✓
8. CURRENT PAYMENT DUE	\$ 93,307.50	✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 163,277.83	✓

State of: Indiana County of: Elkhart  
Subscribed and sworn to before me this 29th day of August, 2023  
Notary Public: Abigail Mishler  
My Commission expires: May 5, 2027

*Abigail Mishler*



## 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.

AMOUNT CERTIFIED: \$93,307.50  
(attach explanation if amount certified differs from the amount applied for)

ARCHITECT: *[Signature]*  
By: MARK E. WILSON, P.E.

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

JPR

# CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

PAGE 2 OF 2 PAGES

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

APPLICATION NUMBER: THREE (3)  
 APPLICATION DATE: 8/29/2023  
 PERIOD TO:  
 ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)		I RETAINAGE	
1	Mob and Demob	\$ 39,500.00	\$ -	\$ 22,910.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,910.00	\$ -	\$ 16,590.00	\$ -	\$ 2,291.00	
2	Clearing and Grubbing	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 850.00	
3	Site Grading	\$ 57,500.00	\$ -	\$ 43,125.00	\$ -	\$ 8,625.00	\$ -	\$ -	\$ -	\$ 51,750.00	\$ -	\$ 5,750.00	\$ -	\$ 5,175.00	
4	Construction Engineering	\$ 5,500.00	\$ -	\$ 4,125.00	\$ -	\$ 825.00	\$ -	\$ -	\$ -	\$ 4,950.00	\$ -	\$ 550.00	\$ -	\$ 495.00	
5	Railroad Coordination	\$ 8,500.00	\$ -	\$ 4,250.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -	\$ 6,375.00	\$ -	\$ 2,125.00	\$ -	\$ 637.50	
6	Type III-B Barricade	\$ 4,620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,620.00	\$ -	\$ -	
7	Road Closure Sign Assembly	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	
8	Temp. Concrete Barrier	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 240.00	
9	HMA Pavement Removal	\$ 17,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,250.00	\$ -	\$ -	
10	24 in E 80 Rated CMP	\$ 11,200.00	\$ -	\$ 11,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,200.00	\$ -	\$ -	\$ -	\$ 1,120.00	
11	Metal End Section	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 380.00	
12	Rip Rap Revetment	\$ 1,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,980.00	\$ -	\$ -	
13	Geotextiles for Rip Rap	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.00	\$ -	\$ -	
14	Remove Guardrail and Salvage	\$ 3,575.00	\$ -	\$ 3,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,575.00	\$ -	\$ -	\$ -	\$ 357.50	
15	20 in Curb	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 115.00	
16	Concrete Barrier Curb and Gutter	\$ 12,041.25	\$ -	\$ 12,041.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,041.25	\$ -	\$ -	\$ -	\$ 1,204.13	
17	Concrete Barrier Median Curb	\$ 21,350.00	\$ -	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,350.00	\$ -	\$ -	\$ -	\$ 2,135.00	
18	Compacted Agg #53	\$ 80,500.00	\$ -	\$ 80,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,500.00	\$ -	\$ -	\$ -	\$ 8,050.00	
19	HMA Base Type B	\$ 46,800.00	\$ -	\$ -	\$ -	\$ 46,800.00	\$ -	\$ -	\$ -	\$ 46,800.00	\$ -	\$ -	\$ -	\$ 4,680.00	
20	HMA Int. Type B	\$ 42,900.00	\$ -	\$ -	\$ -	\$ 42,900.00	\$ -	\$ -	\$ -	\$ 42,900.00	\$ -	\$ -	\$ -	\$ 4,290.00	
21	HMA Surface Type B	\$ 33,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,800.00	\$ -	\$ -	
22	Tack Coat	\$ 1,004.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,004.50	\$ -	\$ -	
23	Mulched Seeding Type R	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,200.00	\$ -	\$ -	
24	Line Thermo 4 in White	\$ 3,168.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,168.00	\$ -	\$ -	
25	Line Thermo 4 in Yellow	\$ 3,201.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,201.00	\$ -	\$ -	
26	Line Thermo 24 in Stop	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780.00	\$ -	\$ -	
27	Pavement Message RxR	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ -	
28	Sheet Sign . 1 in	\$ 1,548.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,548.75	\$ -	\$ -	
29	Sign Post Square Type 1	\$ 1,710.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,710.00	\$ -	\$ -	
30	Sign Post 2#ft U	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -	
31	Adjust Casting	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	
32	Silt Fence	\$ 6,704.50	\$ -	\$ 6,704.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,704.50	\$ -	\$ -	\$ -	\$ 670.45	
33	Turf Matting	\$ 19,380.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,380.00	\$ -	\$ -	
34	Remove sign and Salvage	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 250.00	
<b>TOTAL</b>		\$ 459,743.00	\$ -	\$ 225,730.75	\$ -	\$ 103,675.00	\$ -	\$ -	\$ -	\$ 329,405.75	\$ -	\$ 130,337.25	\$ -	\$ 32,940.58	

Section 8, Item a.

**Town of Bristol  
Earthway Rail Park Phase IV - Roadway Extension to RR Crossing and RR Coordination Construction**

Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Pay App. No. 1 (June 30)		Pay App. No. 2 (July 31)		Pay App. No. 3 (August 29)		TOTAL TO DATE	
						Qty charged	Amount Charged	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
1	Mob and Demob	1	LS	\$ 39,500.00	\$ 39,500.00	0.58	\$ 22,910.00		\$ -		\$ -	0.58	\$ 22,910.00
2	Clearing and Grubbing	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00		\$ -		\$ -	1.00	\$ 8,500.00
3	Site Grading	1	LS	\$ 57,500.00	\$ 57,500.00	0.50	\$ 28,750.00	0.80	\$ 6,800.00		\$ -	0.90	\$ 51,750.00
4	Construction Engineering	1	LS	\$ 5,500.00	\$ 5,500.00	0.50	\$ 2,750.00	0.25	\$ 1,375.00	0.15	\$ 8,625.00	0.90	\$ 4,950.00
5	Railroad Coordination	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.30	\$ 2,550.00	0.25	\$ 2,125.00	0.75	\$ 6,375.00
6	Type III-B Barricade	132	LFT	\$ 35.00	\$ 4,620.00	-	\$ -		\$ -		\$ -		\$ -
7	Road Closure Sign Assembly	3	EA	\$ 600.00	\$ 1,800.00	-	\$ -		\$ -		\$ -		\$ -
8	Temp. Concrete Barrier	48	LFT	\$ 50.00	\$ 2,400.00	-	\$ -		\$ -	48.00	\$ 2,400.00	48.00	\$ 2,400.00
9	HMA Pavement Removal	2,875	SYS	\$ 6.00	\$ 17,250.00	-	\$ -		\$ -		\$ -		\$ -
10	24 in E 80 Rated CMP	140	LFT	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00		\$ -		\$ -	140.00	\$ 11,200.00
11	Metal End Section	4	EA	\$ 950.00	\$ 3,800.00	4.00	\$ 3,800.00		\$ -		\$ -	4.00	\$ 3,800.00
12	Rip Rap Revetment	24	SYS	\$ 82.50	\$ 1,980.00	-	\$ -		\$ -		\$ -		\$ -
13	Geotextiles for Rip Rap	24	SYS	\$ 7.50	\$ 180.00	-	\$ -		\$ -		\$ -		\$ -
14	Remove Guardrail and Salvage	110	LFT	\$ 32.50	\$ 3,575.00	-	\$ -	110.00	\$ 3,575.00		\$ -	110.00	\$ 3,575.00
15	20 in Curb	20	LFT	\$ 57.50	\$ 1,150.00	-	\$ -	20.00	\$ 1,150.00		\$ -	20.00	\$ 1,150.00
16	Concrete Barrier Curb and Gutter	371	LFT	\$ 32.50	\$ 12,041.25	-	\$ -	370.50	\$ 12,041.25		\$ -	370.50	\$ 12,041.25
17	Concrete Barrier Median Curb	214	LFT	\$ 100.00	\$ 21,350.00	-	\$ -	213.50	\$ 21,350.00		\$ -	213.50	\$ 21,350.00
18	Compacted Agg. #53	2,300	TON	\$ 35.00	\$ 80,500.00	-	\$ -	2,300.00	\$ 80,500.00		\$ -	2,300.00	\$ 80,500.00
19	HMA Base Type B	520	TON	\$ 90.00	\$ 46,800.00	-	\$ -		\$ -	520.00	\$ 46,800.00	520.00	\$ 46,800.00
20	HMA Int. Type B	440	TON	\$ 97.50	\$ 42,900.00	-	\$ -		\$ -	440.00	\$ 42,900.00	440.00	\$ 42,900.00
21	HMA Surface Type B	260	TON	\$ 130.00	\$ 33,800.00	-	\$ -		\$ -		\$ -		\$ -
22	Tack Coat	2,870	SYS	\$ 0.35	\$ 1,004.50	-	\$ -		\$ -		\$ -		\$ -
23	Mulched Seeding Type R	10,200	SYS	\$ 1.00	\$ 10,200.00	-	\$ -		\$ -		\$ -		\$ -
24	Line Thermo 4 in White	1,920	LFT	\$ 1.65	\$ 3,168.00	-	\$ -		\$ -		\$ -		\$ -
25	Line Thermo 4 in Yellow	1,940	LFT	\$ 1.65	\$ 3,201.00	-	\$ -		\$ -		\$ -		\$ -
26	Line Thermo 24 in Stop	24	LFT	\$ 32.50	\$ 780.00	-	\$ -		\$ -		\$ -		\$ -
27	Pavement Message R&R	2	EA	\$ 1,050.00	\$ 2,100.00	-	\$ -		\$ -		\$ -		\$ -
28	Sheet Sign 1 in	30	SFT	\$ 52.50	\$ 1,548.75	-	\$ -		\$ -		\$ -		\$ -
29	Sign Post Square Type 1	36	LFT	\$ 47.50	\$ 1,710.00	-	\$ -		\$ -		\$ -		\$ -
30	Sign Post 24#/ft U	40	LFT	\$ 45.00	\$ 1,800.00	-	\$ -		\$ -		\$ -		\$ -
31	Adjust Casting	1	LFT	\$ 800.00	\$ 800.00	-	\$ -		\$ -		\$ -		\$ -
32	Silt Fence	2,530	LFT	\$ 2.65	\$ 6,704.50	-	\$ -	2,530.00	\$ 6,704.50		\$ -	2,530.00	\$ 6,704.50
33	Turf Matting	10,200	SYS	\$ 1.90	\$ 19,380.00	-	\$ -		\$ -		\$ -		\$ -
34	Remove sign and Salvage	10	EA	\$ 250.00	\$ 2,500.00	-	\$ -	10.00	\$ 2,500.00		\$ -	10.00	\$ 2,500.00
<b>TOTAL CONTRACT</b>					<b>\$ 459,743.00</b>		<b>\$ 72,810.00</b>		<b>\$ 152,920.75</b>		<b>\$ 103,675.00</b>		<b>\$ 329,405.75</b>

Section 8, Item a.

## Partial Waiver of Lien

State of Indiana, ss:

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

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$93,307.50 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 29<sup>th</sup> day of August 2023.

Signed : **Niblock Excavating, Inc.**

By:  Chad Niblock, President

Personally appeared before me this 29<sup>th</sup> day of August 2023, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana  
County of Elkhart





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

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF TWO

Section 8, Item b.

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

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

PROJECT:  
 2023-1 Community Crossings Project  
 Maple Street

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

APPLICATION NO: ONE (1)  
 INVOICE NO: 10491  
 INVOICE DATE: August 30, 2023  
 PERIOD TO:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT FOR:

CONTRACT DATE: June 1, 2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM	\$ 965,387.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 965,387.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 36,486.00
5. RETAINAGE:	
a. 10% of Completed Work	\$ 3,648.60
(Column D + E on S of V)	
b. 10% of Stored Material	\$ -
(Column F on S of V)	
Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)	\$ 3,648.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 32,837.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ 32,837.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 932,550.10

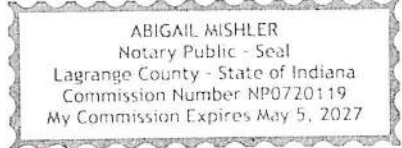
State of: Indiana

County of: Elkhart

Subscribed and sworn to before me this 30th day of August, 2023

Notary Public: Abigail Mishler

My Commission expires: May 5, 2027



## 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.

AMOUNT CERTIFIED: \$32,837.40

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

ARCHITECT:

By:

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



**CONTINUATION SHEET**

SIMILAR TO AIA DOCUMENT G 703

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

APPLICATION NUMBER: ONE (1)  
APPLICATION DATE: 8/30/2023  
PERIOD TO:  
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
<b>From Industrial to Legion</b>									
1.01	Mobilization and Demobilization	\$ 13,750.00	\$ -	\$ 10,312.50	\$ -	\$ 10,312.50	75%	\$ 3,437.50	\$ 1,031.25
1.02	Maintaining Traffic	\$ 9,500.00	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00	15%	\$ 8,075.00	\$ 142.50
1.03	Construction Engineering	\$ 9,950.00	\$ -	\$ 1,492.50	\$ -	\$ 1,492.50	15%	\$ 8,457.50	\$ 149.25
1.04	Clearing Right of Way	\$ 15,000.00	\$ -	\$ 11,250.00	\$ -	\$ 11,250.00	75%	\$ 3,750.00	\$ 1,125.00
1.05	Excavation, Common	\$ 42,750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 42,750.00	\$ -
1.07	Tree, Remove. 60 in.	\$ 6.00	\$ -	\$ 6.00	\$ -	\$ 6.00	100%	\$ -	\$ 0.60
1.08	Milling, Asphalt, 1 1/2 in.	\$ 18,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,500.00	\$ -
1.09	Milling, Asphalt Approach, 1 1/2 in.	\$ 1,187.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,187.50	\$ -
1.10	Sign, Sheet, Remove	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
1.11	Erosion Control	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$ -
1.12	Compacted Aggregate, No. 53	\$ 44,625.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,625.00	\$ -
1.13	Compacted Aggregate, No. 73	\$ 9,750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,750.00	\$ -
1.15	No. 4 Stone for Trench Drain	\$ 17,150.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,150.00	\$ -
1.16	HMA, 2, 64, Surface 9.5 mm	\$ 84,360.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 84,360.00	\$ -
1.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 36,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 36,200.00	\$ -
1.18	HMA, 2, 64, Base 25.0 mm	\$ 77,995.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 77,995.00	\$ -
1.19	HMA for Approach, Type B	\$ 6,665.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,665.00	\$ -
1.20	Joint Adhesive, Surface	\$ 2,925.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,925.00	\$ -
1.21	Joint Adhesive, Intermediate	\$ 2,925.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,925.00	\$ -
1.22	Liquid Asphalt Sealant	\$ 225.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 225.00	\$ -
1.24	Widening with HMA, Type B	\$ 35,280.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,280.00	\$ -
1.25	Asphalt for Tack Coat	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,700.00	\$ -
1.26	Cracks in Asphalt Pavement, Fill	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
1.32	Pipe, 12 in., HDPE, Perforated	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,400.00	\$ -
1.33	Geotextile for Trench Drain	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,080.00	\$ -
1.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
1.35	Mulched Seeding, Type 'R'	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,000.00	\$ -
1.36	Line, Paint, Solid, White, 4 in.	\$ 5,737.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,737.50	\$ -
1.40	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 6,957.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,957.50	\$ -
1.41	Line, Thermoplastic, Solid, White, 4 in.	\$ 770.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 770.00	\$ -
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -
1.43	Line, Thermoplastic, Solid, Yellow, 12 in.	\$ 1,937.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,937.50	\$ -
1.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
1.45	Pavement Message Marking, Thermoplastic, Lane Arro	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
1.46	Sign, Ground Mounted, Reset	\$ 470.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 470.00	\$ -
1.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,880.00	\$ -
1.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 805.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 805.00	\$ -
1.50	Section Corner Monument, Remove and Replace	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
	<b>Total From Industrial to Legion</b>	<b>\$ 479,381.00</b>	<b>\$ -</b>	<b>\$ 24,486.00</b>	<b>\$ -</b>	<b>\$ 24,486.00</b>	<b>5%</b>	<b>\$ 454,895.00</b>	<b>\$ 2,448.60</b>
<b>From Depot to Indiana</b>									
2.01	Mobilization and Demobilization	\$ 10,500.00	\$ -	\$ 7,875.00	\$ -	\$ 7,875.00	75%	\$ 2,625.00	\$ 787.50
2.02	Maintaining Traffic	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,500.00	\$ -
2.03	Construction Engineering	\$ 9,950.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,950.00	\$ -
2.04	Clearing Right of Way	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,250.00	\$ -

**CONTINUATION SHEET**

SIMILAR TO AIA DOCUMENT G 703

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

APPLICATION NUMBER: ONE (1)  
APPLICATION DATE: 8/30/2023  
PERIOD TO:  
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
2.05	Excavation, Common	\$ 30,780.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,780.00	\$ -
2.06	Remove, Full Depth PCCP	\$ 4,462.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,462.50	\$ -
2.07	Tree, Remove, 60 in.	\$ 1.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1.00	\$ -
2.08	Milling, Asphalt, 1 1/2 in.	\$ 7,812.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,812.50	\$ -
2.10	Sign, Sheet, Remove	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,100.00	\$ -
2.11	Erosion Control	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
2.12	Compacted Aggregate, No. 53	\$ 26,987.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 26,987.50	\$ -
2.13	Compacted Aggregate, No. 73	\$ 9,425.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,425.00	\$ -
2.14	Dense Graded Subbase	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,200.00	\$ -
2.16	HMA, 2, 64, Surface 9.5 mm	\$ 43,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 43,200.00	\$ -
2.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00	\$ -
2.18	HMA, 2, 64, Base 25.0 mm	\$ 40,375.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,375.00	\$ -
2.20	Joint Adhesive, Surface	\$ 958.75	\$ -	\$ -	\$ -	\$ -	0%	\$ 958.75	\$ -
2.21	Joint Adhesive, Intermediate	\$ 195.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 195.00	\$ -
2.22	Liquid Asphalt Sealant	\$ 73.75	\$ -	\$ -	\$ -	\$ -	0%	\$ 73.75	\$ -
2.23	HMA Patching Full Depth, Type B	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$ -
2.25	Asphalt for Tack Coat	\$ 1,320.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,320.00	\$ -
2.26	Cracks in Asphalt Pavement, Fill	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
2.27	Guardrail End Treatment, Flared	\$ 940.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 940.00	\$ -
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 12.5 ft.	\$ 9,100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,100.00	\$ -
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	\$ 4,350.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,350.00	\$ -
2.30	Guardrail Reflector	\$ 420.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 420.00	\$ -
2.31	PCCP for Approaches, 6 in.	\$ 4,275.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,275.00	\$ -
2.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
2.36	Mulched Seeding, Type 'U'	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,500.00	\$ -
2.37	Topsoil, Undistributed, 6 in.	\$ 21,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,250.00	\$ -
2.38	Line, Paint, Solid, White, 4 in.	\$ 2,287.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,287.50	\$ -
2.39	Line, Paint, Solid, White, 6 in.	\$ 85.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 85.50	\$ -
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 3,507.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,507.50	\$ -
2.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 240.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 240.00	\$ -
2.46	Sign, Ground Mounted, Reset	\$ 705.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 705.00	\$ -
2.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,200.00	\$ -
2.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 2,310.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,310.00	\$ -
2.49	Fence, Chain Link, Reset	\$ 20,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,250.00	\$ -
2.50	Section Corner Monument, Remove and Replace	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,250.00	\$ -
	<b>Total from Depot to Indiana</b>	<b>\$ 321,811.50</b>	<b>\$ -</b>	<b>\$ 7,875.00</b>	<b>\$ -</b>	<b>\$ 7,875.00</b>	<b>2%</b>	<b>\$ 313,936.50</b>	<b>\$ 787.50</b>
<b>From Indiana to SR 120</b>									
3.01	Mobilization and Demobilization	\$ 5,500.00	\$ -	\$ 4,125.00	\$ -	\$ 4,125.00	75%	\$ 1,375.00	\$ 412.50
3.02	Maintaining Traffic	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,500.00	\$ -
3.03	Construction Engineering	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00	\$ -
3.05	Excavation, Common	\$ 3,562.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,562.50	\$ -
3.06	Remove, Full Depth PCCP	\$ 2,187.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,187.50	\$ -
3.08	Milling, Asphalt, 1 1/2 in.	\$ 7,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,250.00	\$ -
3.09	Milling, Asphalt Approach, 1 1/2 in.	\$ 625.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 625.00	\$ -
3.10	Sign, Sheet, Remove	\$ 325.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 325.00	\$ -

**CONTINUATION SHEET**

SIMILAR TO AIA DOCUMENT G 703

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached.

APPLICATION NUMBER: ONE (1)  
APPLICATION DATE: 8/30/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:  
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
3.11	Erosion Control	\$ 500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 500.00	\$ -
3.12	Compacted Aggregate, No. 53	\$ 6,375.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,375.00	\$ -
3.13	Compacted Aggregate, No. 73	\$ 6,825.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,825.00	\$ -
3.14	Dense Graded Subbase	\$ 2,520.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,520.00	\$ -
3.16	HMA, 2, 64, Surface 9.5 mm	\$ 39,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 39,600.00	\$ -
3.17	HMA, 2, 64, Intermediate 19.0 mm	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,500.00	\$ -
3.18	HMA, 2, 64, Base 25.0 mm	\$ 16,625.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,625.00	\$ -
3.19	HMA for Approach, Type B	\$ 3,720.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,720.00	\$ -
3.20	Joint Adhesive, Surface	\$ 910.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 910.00	\$ -
3.22	Liquid Asphalt Sealant	\$ 70.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 70.00	\$ -
3.23	HMA Patching Full Depth, Type B	\$ 17,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,400.00	\$ -
3.25	Asphalt for Tack Coat	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,200.00	\$ -
3.26	Cracks in Asphalt Pavement, Fill	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
3.31	PCCP for Approaches, 6 in.	\$ 11,875.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,875.00	\$ -
3.34	Mobilization and Demobilization for Seeding	\$ 550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
3.35	Mulched Seeding, Type 'U'	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,800.00	\$ -
3.44	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 560.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 560.00	\$ -
3.46	Sign, Ground Mounted, Reset	\$ 1,880.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,880.00	\$ -
3.47	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,600.00	\$ -
3.48	Sign, Sheet, with Legend, 0.100 in.,	\$ 735.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 735.00	\$ -
	<b>Total from Indiana to SR 120</b>	<b>\$ 164,195.00</b>	<b>\$ -</b>	<b>\$ 4,125.00</b>	<b>\$ -</b>	<b>\$ 4,125.00</b>	<b>3%</b>	<b>\$ 160,070.00</b>	<b>\$ 412.50</b>
	<b>TOTAL</b>	<b>\$ 965,387.50</b>	<b>\$ -</b>	<b>\$ 36,486.00</b>	<b>\$ -</b>	<b>\$ 36,486.00</b>	<b>4%</b>	<b>\$ 928,901.50</b>	<b>\$ 3,648.60</b>

**Town of Bristol**  
**Maple Street Improvements (2023-1 Community Crossings Project)**

Section 8, Item b.

Bid Total						Pay App. No. 1 (Aug. 30)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	QTY	AMNT
<b>From Industrial to Legion</b>									
1.01	Mobilization and Demobilization	1	LS	\$ 13,750.00	\$ 13,750.00	0.75	\$ 10,312.50	0.75	\$ 10,312.50
1.02	Maintaining Traffic	1	LS	\$ 9,500.00	\$ 9,500.00	0.15	\$ 1,425.00	0.15	\$ 1,425.00
1.03	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	0.15	\$ 1,492.50	0.15	\$ 1,492.50
1.04	Clearing Right of Way	1	LS	\$ 15,000.00	\$ 15,000.00	0.75	\$ 11,250.00	0.75	\$ 11,250.00
1.05	Excavation, Common	1,500	CYS	\$ 28.50	\$ 42,750.00		\$ -	-	\$ -
1.07	Tree, Remove. 60 in.	6	EA	\$ 1.00	\$ 6.00	6.00	\$ 6.00	6.00	\$ 6.00
1.08	Milling, Asphalt, 1 1/2 in.	7,400	SYS	\$ 2.50	\$ 18,500.00		\$ -	-	\$ -
1.09	Milling, Asphalt Approach, 1 1/2 in.	475	SYS	\$ 2.50	\$ 1,187.50		\$ -	-	\$ -
1.10	Sign, Sheet, Remove	1	EA	\$ 550.00	\$ 550.00		\$ -	-	\$ -
1.11	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00		\$ -	-	\$ -
1.12	Compacted Aggregate, No. 53	1,050	TON	\$ 42.50	\$ 44,625.00		\$ -	-	\$ -
1.13	Compacted Aggregate, No. 73	150	TON	\$ 65.00	\$ 9,750.00		\$ -	-	\$ -
1.15	No. 4 Stone for Trench Drain	245	TON	\$ 70.00	\$ 17,150.00		\$ -	-	\$ -
1.16	HMA, 2, 64, Surface 9.5 mm	703	TON	\$ 120.00	\$ 84,360.00		\$ -	-	\$ -
1.17	HMA, 2, 64, Intermediate 19.0 mm	362	TON	\$ 100.00	\$ 36,200.00		\$ -	-	\$ -
1.18	HMA, 2, 64, Base 25.0 mm	821	TON	\$ 95.00	\$ 77,995.00		\$ -	-	\$ -
1.19	HMA for Approach, Type B	43	TON	\$ 155.00	\$ 6,665.00		\$ -	-	\$ -
1.20	Joint Adhesive, Surface	4,500	LFT	\$ 0.65	\$ 2,925.00		\$ -	-	\$ -
1.21	Joint Adhesive, Intermediate	4,500	LFT	\$ 0.65	\$ 2,925.00		\$ -	-	\$ -
1.22	Liquid Asphalt Sealant	4,500	LFT	\$ 0.05	\$ 225.00		\$ -	-	\$ -
1.24	Widening with HMA, Type B	294	TON	\$ 120.00	\$ 35,280.00		\$ -	-	\$ -
1.25	Asphalt for Tack Coat	9,000	SYS	\$ 0.30	\$ 2,700.00		\$ -	-	\$ -
1.26	Cracks in Asphalt Pavement, Fill	2	TON	\$ 1,000.00	\$ 2,000.00		\$ -	-	\$ -
1.32	Pipe, 12 in., HDPE, Perforated	120	LFT	\$ 70.00	\$ 8,400.00		\$ -	-	\$ -
1.33	Geotextile for Trench Drain	320	SYS	\$ 6.50	\$ 2,080.00		\$ -	-	\$ -
1.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00		\$ -	-	\$ -
1.35	Mulched Seeding, Type 'R'	2,800	SYS	\$ 2.50	\$ 7,000.00		\$ -	-	\$ -
1.36	Line, Paint, Solid, White, 4 in.	7,650	LFT	\$ 0.75	\$ 5,737.50		\$ -	-	\$ -
1.40	Line, Thermoplastic, Solid, Yellow, 4 in.	6,050	LFT	\$ 1.15	\$ 6,957.50		\$ -	-	\$ -
1.41	Line, Thermoplastic, Solid, White, 4 in.	700	LFT	\$ 1.10	\$ 770.00		\$ -	-	\$ -
1.42	Line, Thermoplastic, Solid, Yellow, 8 in.	1,200	LFT	\$ 1.50	\$ 1,800.00		\$ -	-	\$ -
1.43	Line, Thermoplastic, Solid, Yellow, 12 in.	310	LFT	\$ 6.25	\$ 1,937.50		\$ -	-	\$ -
1.44	Transverse Marking, Thermoplastic, Stop Line, Whit	100	LFT	\$ 10.00	\$ 1,000.00		\$ -	-	\$ -
1.45	Pavement Message Marking, Thermoplastic, Lane Arro	10	EA	\$ 125.00	\$ 1,250.00		\$ -	-	\$ -
1.46	Sign, Ground Mounted, Reset	2	EA	\$ 235.00	\$ 470.00		\$ -	-	\$ -
1.47	Sign Post, Square, Type '1', Unreinforced Anchor B	96	LFT	\$ 30.00	\$ 2,880.00		\$ -	-	\$ -
1.48	Sign, Sheet, with Legend, 0.100 in.,	23	SFT	\$ 35.00	\$ 805.00		\$ -	-	\$ -
1.50	Section Corner Monument, Remove and Replace	1	EA	\$ 1,250.00	\$ 1,250.00		\$ -	-	\$ -
					<b>\$ 479,381.00</b>		<b>\$ 24,486.00</b>		<b>\$ 24,486.00</b>
<b>From Depot to Indiana</b>									
2.01	Mobilization and Demobilization	1	LS	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	0.75	\$ 7,875.00

**Town of Bristol**  
**Maple Street Improvements (2023-1 Community Crossings Project)**

Section 8, Item b.

Bid Total						Pay App. No. 1 (Aug. 30)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	QTY	AMNT
2.02	Maintaining Traffic	1	LS	\$ 8,500.00	\$ 8,500.00	-	\$ -	-	\$ -
2.03	Construction Engineering	1	LS	\$ 9,950.00	\$ 9,950.00	-	\$ -	-	\$ -
2.04	Clearing Right of Way	1	LS	\$ 3,250.00	\$ 3,250.00	-	\$ -	-	\$ -
2.05	Excavation, Common	1,080	CYS	\$ 28.50	\$ 30,780.00	-	\$ -	-	\$ -
2.06	Remove, Full Depth PCCP	255	SYS	\$ 17.50	\$ 4,462.50	-	\$ -	-	\$ -
2.07	Tree, Remove. 60 in.	1	EA	\$ 1.00	\$ 1.00	-	\$ -	-	\$ -
2.08	Milling, Asphalt, 1 1/2 in.	3,125	SYS	\$ 2.50	\$ 7,812.50	-	\$ -	-	\$ -
2.10	Sign, Sheet, Remove	6	EA	\$ 350.00	\$ 2,100.00	-	\$ -	-	\$ -
2.11	Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00	-	\$ -	-	\$ -
2.12	Compacted Aggregate, No. 53	635	TON	\$ 42.50	\$ 26,987.50	-	\$ -	-	\$ -
2.13	Compacted Aggregate, No. 73	145	TON	\$ 65.00	\$ 9,425.00	-	\$ -	-	\$ -
2.14	Dense Graded Subbase	10	CYS	\$ 120.00	\$ 1,200.00	-	\$ -	-	\$ -
2.16	HMA, 2, 64, Surface 9.5 mm	360	TON	\$ 120.00	\$ 43,200.00	-	\$ -	-	\$ -
2.17	HMA, 2, 64, Intermediate 19.0 mm	200	TON	\$ 100.00	\$ 20,000.00	-	\$ -	-	\$ -
2.18	HMA, 2, 64, Base 25.0 mm	425	TON	\$ 95.00	\$ 40,375.00	-	\$ -	-	\$ -
2.20	Joint Adhesive, Surface	1,475	LFT	\$ 0.65	\$ 958.75	-	\$ -	-	\$ -
2.21	Joint Adhesive, Intermediate	300	LFT	\$ 0.65	\$ 195.00	-	\$ -	-	\$ -
2.22	Liquid Asphalt Sealant	1,475	LFT	\$ 0.05	\$ 73.75	-	\$ -	-	\$ -
2.23	HMA Patching Full Depth, Type B	125	TON	\$ 120.00	\$ 15,000.00	-	\$ -	-	\$ -
2.25	Asphalt for Tack Coat	4,400	SYS	\$ 0.30	\$ 1,320.00	-	\$ -	-	\$ -
2.26	Cracks in Asphalt Pavement, Fill	1	TON	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -
2.27	Guardrail End Treatment, Flared	4	EA	\$ 235.00	\$ 940.00	-	\$ -	-	\$ -
2.28	Guardrail End Treatment, Type SKT-SP-MGS, 12.5 ft.	2	EA	\$ 4,550.00	\$ 9,100.00	-	\$ -	-	\$ -
2.29	Guardrail, MGS W-Beam, 6 ft. 3 in. Spacing	100	LFT	\$ 43.50	\$ 4,350.00	-	\$ -	-	\$ -
2.30	Guardrail Reflector	6	EA	\$ 70.00	\$ 420.00	-	\$ -	-	\$ -
2.31	PCCP for Approaches, 6 in.	45	SYS	\$ 95.00	\$ 4,275.00	-	\$ -	-	\$ -
2.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -
2.36	Mulched Seeding, Type 'U'	1,500	SYS	\$ 3.00	\$ 4,500.00	-	\$ -	-	\$ -
2.37	Topsoil, Undistributed, 6 in.	250	CYS	\$ 85.00	\$ 21,250.00	-	\$ -	-	\$ -
2.38	Line, Paint, Solid, White, 4 in.	3,050	LFT	\$ 0.75	\$ 2,287.50	-	\$ -	-	\$ -
2.39	Line, Paint, Solid, White, 6 in.	90	LFT	\$ 0.95	\$ 85.50	-	\$ -	-	\$ -
2.40	Line, Thermoplastic, Solid, Yellow, 4 in.	3,050	LFT	\$ 1.15	\$ 3,507.50	-	\$ -	-	\$ -
2.44	Transverse Marking, Thermoplastic, Stop Line, Whit	24	LFT	\$ 10.00	\$ 240.00	-	\$ -	-	\$ -
2.46	Sign, Ground Mounted, Reset	3	EA	\$ 235.00	\$ 705.00	-	\$ -	-	\$ -
2.47	Sign Post, Square, Type 'I', Unreinforced Anchor B	240	LFT	\$ 30.00	\$ 7,200.00	-	\$ -	-	\$ -
2.48	Sign, Sheet, with Legend, 0.100 in.,	66	SFT	\$ 35.00	\$ 2,310.00	-	\$ -	-	\$ -
2.49	Fence, Chain Link, Reset	225	LFT	\$ 90.00	\$ 20,250.00	-	\$ -	-	\$ -
2.50	Section Corner Monument, Remove and Replace	1	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -	-	\$ -
					<b>\$ 321,811.50</b>		<b>\$ 7,875.00</b>		<b>\$ 7,875.00</b>
<b>From Indiana to SR 120</b>									
3.01	Mobilization and Demobilization	1	LS	\$ 5,500.00	\$ 5,500.00	0.75	\$ 4,125.00	0.75	\$ 4,125.00
3.02	Maintaining Traffic	1	LS	\$ 10,500.00	\$ 10,500.00	-	\$ -	-	\$ -
3.03	Construction Engineering	1	LS	\$ 5,000.00	\$ 5,000.00	-	\$ -	-	\$ -

**Town of Bristol**  
**Maple Street Improvements (2023-1 Community Crossings Project)**

*Section 8, Item b.*

Bid Total						Pay App. No. 1 (Aug. 30)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	QTY	AMNT
3.05	Excavation, Common	125	CYS	\$ 28.50	\$ 3,562.50	-	\$ -	-	\$ -
3.06	Remove, Full Depth PCCP	125	SYS	\$ 17.50	\$ 2,187.50	-	\$ -	-	\$ -
3.08	Milling, Asphalt, 1 1/2 in.	2,900	SYS	\$ 2.50	\$ 7,250.00	-	\$ -	-	\$ -
3.09	Milling, Asphalt Approach, 1 1/2 in.	250	SYS	\$ 2.50	\$ 625.00	-	\$ -	-	\$ -
3.10	Sign, Sheet, Remove	1	EA	\$ 325.00	\$ 325.00	-	\$ -	-	\$ -
3.11	Erosion Control	1	LS	\$ 500.00	\$ 500.00	-	\$ -	-	\$ -
3.12	Compacted Aggregate, No. 53	150	TON	\$ 42.50	\$ 6,375.00	-	\$ -	-	\$ -
3.13	Compacted Aggregate, No. 73	105	TON	\$ 65.00	\$ 6,825.00	-	\$ -	-	\$ -
3.14	Dense Graded Subbase	21	CYS	\$ 120.00	\$ 2,520.00	-	\$ -	-	\$ -
3.16	HMA, 2, 64, Surface 9.5 mm	330	TON	\$ 120.00	\$ 39,600.00	-	\$ -	-	\$ -
3.17	HMA, 2, 64, Intermediate 19.0 mm	105	TON	\$ 100.00	\$ 10,500.00	-	\$ -	-	\$ -
3.18	HMA, 2, 64, Base 25.0 mm	175	TON	\$ 95.00	\$ 16,625.00	-	\$ -	-	\$ -
3.19	HMA for Approach, Type B	24	TON	\$ 155.00	\$ 3,720.00	-	\$ -	-	\$ -
3.20	Joint Adhesive, Surface	1,400	LFT	\$ 0.65	\$ 910.00	-	\$ -	-	\$ -
3.22	Liquid Asphalt Sealant	1,400	LFT	\$ 0.05	\$ 70.00	-	\$ -	-	\$ -
3.23	HMA Patching Full Depth, Type B	145	TON	\$ 120.00	\$ 17,400.00	-	\$ -	-	\$ -
3.25	Asphalt for Tack Coat	4,000	SYS	\$ 0.30	\$ 1,200.00	-	\$ -	-	\$ -
3.26	Cracks in Asphalt Pavement, Fill	1	TON	\$ 1,000.00	\$ 1,000.00	-	\$ -	-	\$ -
3.31	PCCP for Approaches, 6 in.	125	SYS	\$ 95.00	\$ 11,875.00	-	\$ -	-	\$ -
3.34	Mobilization and Demobilization for Seeding	1	LS	\$ 550.00	\$ 550.00	-	\$ -	-	\$ -
3.35	Mulched Seeding, Type 'U'	800	SYS	\$ 3.50	\$ 2,800.00	-	\$ -	-	\$ -
3.44	Transverse Marking, Thermoplastic, Stop Line, Whit	56	LFT	\$ 10.00	\$ 560.00	-	\$ -	-	\$ -
3.46	Sign, Ground Mounted, Reset	8	EA	\$ 235.00	\$ 1,880.00	-	\$ -	-	\$ -
3.47	Sign Post, Square, Type 'I', Unreinforced Anchor B	120	LFT	\$ 30.00	\$ 3,600.00	-	\$ -	-	\$ -
3.48	Sign, Sheet, with Legend, 0.100 in.,	21	SFT	\$ 35.00	\$ 735.00	-	\$ -	-	\$ -
					\$ 164,195.00		\$ 4,125.00		\$ 4,125.00
	<b>TOTAL CONTRACT</b>				\$ 965,387.50		\$ 36,486.00		\$ 36,486.00

### Partial Waiver of Lien

State of Indiana, ss:

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

Now Therefore, **Know Ye**, That the undersigned, contingent upon receipt of \$32,837.40 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

Signed, sealed and delivered this 30<sup>th</sup> day of August 2023.

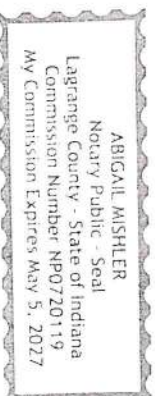
Signed : **Niblock Excavating, Inc.**

By: Chad Niblock, President

Personally appeared before me this 30<sup>th</sup> day of August 2023, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana  
County of Elkhart

*Abigail Mishler*



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



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

August 30, 2023

Matthew & Jessica Craig  
3394 Fox Chase Dr  
Bristol, IN 46507

**RE: BRISTOL WATER IMPROVEMENT PROJECT**

Dear Mr. & Mrs. Craig:

Thank you for talking with me on behalf of the Town of Bristol. As you are aware, the Town of Bristol is interested in procuring an easement over a portion of your property at 3394 Fox Chase Drive, Bristol, IN, for the routing of a town water main.

Enclosed, in addition to this cover letter are the following items:

1. Exhibit "A", a sketch showing the proposed location of the easement on the property.
2. URA Brochure entitled "When a Public Agency Acquires Your Property,"
3. Exhibit "B", a Waiver Valuation of the land from which the acquisition is proposed.
4. Exhibit "C", a table summarizing how the land value was determined.
5. Exhibit "D" summarizes damages and cost to cure.
6. The Grant of Easement document for your review

The Town wishes to inform you that you are entitled to certain rights afforded to you in the Uniform Relocation Assistance and Real Property Acquisitions Act. Please see the explanation of your rights in the attached brochure.

We understand that once you have reviewed this letter and the enclosed documents you will have questions. Please contact my Executive Assistant, Diana Campbell at 574-232-4388 or at [dcampbell@jpr1source.com](mailto:dcampbell@jpr1source.com) to discuss the next step.

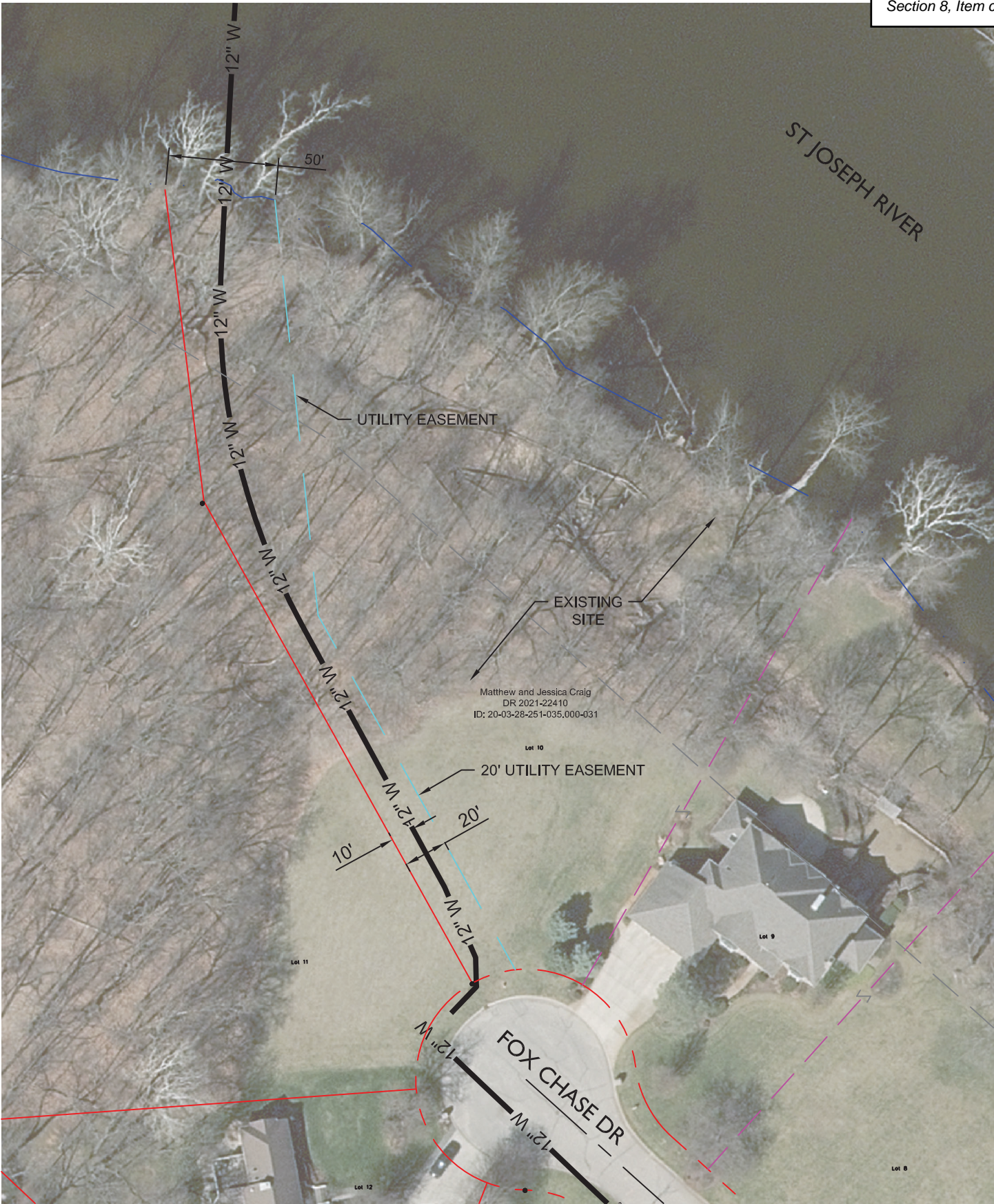
Thank you in advance for your cooperation.

Sincerely,

Kenneth K. Jones, PS  
President

H:\2023 Projects\2023-0005\Land Acquisition\Easements\FC\1 - Craig\2023-08 Property Owner Letter.docx





BRISTOL WATER

FIGURE NO. 1  
ACQUISITION SKETCH - CRAIG  
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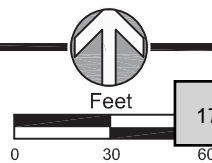


JONES  
PETRIE  
RAFINSKI

Elkhart, IN  
p: 574.293.7762

South Bend, IN  
p: 574.232.4388

Fort Wayne, IN  
p: 260.422.2522



# WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

Section 8, Item c.

[www.hud.gov/relocation](http://www.hud.gov/relocation)

## **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

## **General Questions**

### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the

project.

**How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

**What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

**How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

**Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

**How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

**What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

**Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

**May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

**If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally,

this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

**Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

**May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

**Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

**Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

**How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

**Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

**My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

**I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

**Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

**Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: U.S. Dept. of Housing and Urban Development  
- Office of Community Planning and Development

Address: 77 W. Jackson Blvd. Suite 2401, Chicago, IL 60604-3507

Office Hours:

Telephone Number: (312) 913-8718 Fax Number: (312) 353-5416

Person to Contact: Maureen Thurman



March 1, 2023

For: 3394 Fox Chase Dr., Bristol

Subject: **Waiver Valuation**

A per-square-foot land valuation has been calculated for the below referenced property based on the following information and methodology:

- Land Value established by the Elkhart County Assessor records
- Divided by area (total square footage size of property) also taken from Elkhart County Assessor records
- **Assessed value per square foot: \$ 1.06 SF**

This methodology assumes that proposed easements:

- Will be located primarily along property perimeters and not under buildings, and
- Will be utilized for underground force main sewer and/or grinder pump installation.

Parcel ID/Tax : 20-03-28-251-022.000-031

**Assessed Land Value: \$ 1.06 /SF**

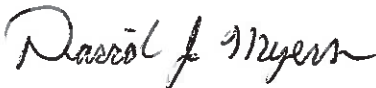
**Parcel area: 34,848 SF**

Parcel address: 3394 Fox Chase Dr.  
Bristol, IN 46507

By using comparables, the fee simple land value per square foot was calculated:

**Calculated fee simple land value per square foot: \$ 3.25 /SF**

Submitted by:



David J. Myers  
Principal Broker  
Myers Trust Real Estate

**Owner Name:** Matthew & Jessica C. Craig

**Owner Address:** 3394 Fox Chase Dr.  
Bristol, IN 46507

**Exhibit C**

**TOWN OF BRISTOL**

Method for Establishment of Just Compensation for Mainline

For the subject property, a Market Valuation was prepared using market data and the data from Elkhart County Assessor's Office. The Total Land Value was divided by the Total Land Area to develop a per square foot value for the area needed for the site expansion. Because we are seeking Fee Simple Title, the per square foot value was determined to be 75% of the fair market value. The fair market value has been determined to be \$3.25 sft.

Based on the foregoing assumptions, we arrived at the following Net Offer of Just Compensation for your property:

Property: 2021-11551  
Parcel ID: 20-03-28-251-022.000-031  
Owner: Matthew & Jessica C. Craig  
Property Address: 3394 Fox Chase Drive, Bristol, IN 46507

Site area in square feet:	12,340/SFT	
Site value per square foot:	<u>\$2.43</u>	75% FMV
Total Value of Acquisition	\$29,986.20	

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

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Matthew and Jessica Craig, husband and wife, Indiana residents (“Grantor”), and the TOWN OF BRISTOL, INDIANA, a municipal corporation existing under the laws of the State of Indiana (“Grantee”).

**RECITALS**

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

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

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

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

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

Section 2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the right and privilege to install, construct, operate, maintain, inspect, reconstruct, repair, remove, and replace watermain and other such facilities, including, but not limited to, necessary fixtures attached thereto, for the transmission of water (the “Improvements”), within the Easement Area, solely for the purpose of, in connection with and in support of the installation, construction, operation, maintenance and, as needed from time to time, the repair, replacement, restoration and reconstruction of, any Improvements within the Easement Area (the “Easement”).

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

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

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

Section 6. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, covenants, or agreements hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and

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

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

If to Grantor: Matthew and Jessica Craig  
3394 Fox Chase Drive  
Bristol, IN 46507

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

With a copy to: Krieg DeVault LLP  
4101 Edison Lakes Parkway, Suite 100  
Mishawaka, Indiana 46545  
Attn: George C. Lepeniotis, Esq.

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

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

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

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

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

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

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

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

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

Section 16. Construction and Interpretation. The terms “hereof”, “herein” and “hereunder”, and words of similar import, are to be construed to refer to this Agreement as a whole, and not to any particular section, paragraph, or provision, unless expressly so stated. All words or terms used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require. This Agreement is to be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted or prepared. The terms “person” and “persons” used herein shall include natural persons and corporations, partnerships (general and limited), limited liability companies, firms, associations, trusts, estates, bodies politic, political subdivisions and other entities and organizations.

Section 17. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

*[Signature Pages Follows]*

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

**GRANTOR:**

By: \_\_\_\_\_  
Matthew Craig

By: \_\_\_\_\_  
Jessica Craig

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

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

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Printed Signature

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

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

*[Executions Continued on Following Page]*

**GRANTEE:**

**TOWN OF BRISTOL, INDIANA**

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

Name: Jeff Beachy

Title: Council President, Town of Bristol, Indiana

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

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

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

(SEAL)

\_\_\_\_\_

Printed Signature

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_



Prepared by:

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

Return after recording to:

Diana Campbell  
Jones Petrie Rafinski  
325 S. Lafayette Blvd  
South Bend, IN 46601

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

**ELKHART COUNTY RECORDER  
JENNIFER L. DORIOT  
FILED FOR RECORD ON  
08/20/2021 10:12 AM  
AS PRESENTED**

**Metropolitan Title**

**TRUSTEE'S DEED**

**Property Address:**  
3394 Fox Chase Drive  
Bristol, IN 46507

**Tax Parcel No.:** 20-03-28-251-022.000-031, 20-03-28-251-021.000-031 & 20-03-28-251-035.000-031

**This Indenture Witnesseth, That 1st Source Bank, as Successor Trustee of the Kenneth R. Lail Revocable Trust dated December 1, 2017**

**Convey(s) and Warrant(s) to Matthew Craig and Jessica Craig, husband and wife**

for the sum of **Ten & 00/100 Dollars (\$10.00)** and other valuable consideration, the following described real estate in **Elkhart** County, in the State of **Indiana**:

Lots Numbered 8, 9, and 10 shown on the plat of BAYRIDGE SECTION 1, recorded January 7, 1988 in the Office of the Recorder of Elkhart County, Indiana, in Plat Book 17, page 67.

Subject to real estate taxes not yet due and payable.

Kenneth R. Lail , the original Trustee of the Trust, died on March 12, 2020.

The undersigned is the Successor Trustee of said Trust as provided in Article V of the 2020 Amendment and Restatement of said Trust.

The undersigned certifies that said trust is in full force and effect, that the undersigned is/are the duly qualified trustee/trustees of said trust with full power to execute this document on behalf of such trust, and that the real estate described herein has not previously been transferred from said trust.

Responsibility for the performance of the undersigned fiduciary's obligations hereunder, is limited to, and assured only by the trust estate it administers, and no personal or individual liability of the fiduciary in its non-fiduciary or private status or capacity, is created by this instrument.

**Subject To** any and all easements, agreements, and restrictions of record, and to legal highways.

File No.: 4041-190264

**DISCLOSURE FEE PAID**

Page 1 of 2

DULY ENTERED FOR TAXATION

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Aug 20 2021

PATRICIA A. PICKENS, AUDITOR

**04955**

**30.00**

HC

MC

*Jc*

*MC*

Signed this 9 day of August, 2021.

Kenneth R. Lail Revocable Trust dated December 1, 2017

By: 1st Source Bank, its Successor Trustee

By: Michelle A Thurin  
Michelle Thurin  
Its: Trust Officer

Acknowledgement

State of Indiana; Elkhart County:

Before me, a Notary Public in and for the said County and State, personally appeared **Michelle Thurin as Trust Officer of 1st Source Bank, as Successor Trustee of the Kenneth R. Lail Revocable Trust dated December 1, 2017**, who acknowledged the execution of the foregoing Trustee's Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 9 day of August, 2021.

My commission expires:  
\_\_\_\_\_

Signature: Tami J Wade

Printed \_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County, Indiana

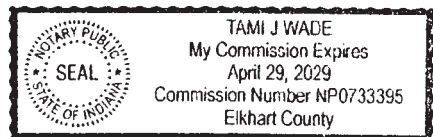
This instrument prepared by William Jaquinde, Attorney at Law.

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

Tami J Wade  
Name: Tami J Wade

**Grantee's Mailing Address and Mailing Address for Tax Bills:  
(must be a street address)**

3214 Fox Chase Drive  
Bristol, IN 46507



**EXHIBIT "B"**

Project: Town of Bristol  
Parcel: Water Main Easement  
Key No: Part of 20-03-28-251-035.000-031

Sheet 1 of 1

Permanent Waterline Easement

A permanent waterline easement being a part of Lot 10 of Bayridge Section 1, the plat of which is recorded in in Plat Book 17, Page 67, Elkhart County Recorder's Office, and being more particularly described as follows: Commencing at the southwest corner of said Lot 10; thence North 29 degrees 18 minutes 52 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 249.45 feet along the west line of said Lot; thence North 06 degrees 47 minutes 53 seconds West 145.4 feet, more or less, along said west line to the south water's edge of the St. Joseph River; thence southeasterly 50 feet, more or less, along said water's edge; thence South 05 degrees 55 minutes 48 seconds East 191.37 feet; thence South 29 degrees 18 minutes 52 seconds East 181.70 feet to the northern boundary of Fox Chase Street and further being the south boundary of Lot 10; thence westerly 20.57 feet along a non-tangent arc to the left having a radius of 50.00 feet and subtended by a long chord having a bearing of South 72 degrees 22 minutes 47 seconds West and a length of 20.42 feet along said northern boundary to the point of beginning and containing 12,340 square feet, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2021-22410

Prepared for: Town of Bristol  
By: Jeffrey S. Barnes, PS  
Firm: Jones Petrie Rafinski  
Date: July 14, 2023  
Job Number: 2023-0005

H:\2023 Projects\2023-0005\Land Acquisition\Easements\FC\1 - Craig\2023-07-14 Craig Perm Esmt Exhibit B.docx

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 14<sup>th</sup> 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
<b>Total All Services .....</b>	<b>\$34,330</b>

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

# Town of Bristol

*Design prepared by:*



Hayes  
Design  
Co.

Approved By \_\_\_\_\_

Client Approval: \_\_\_\_\_

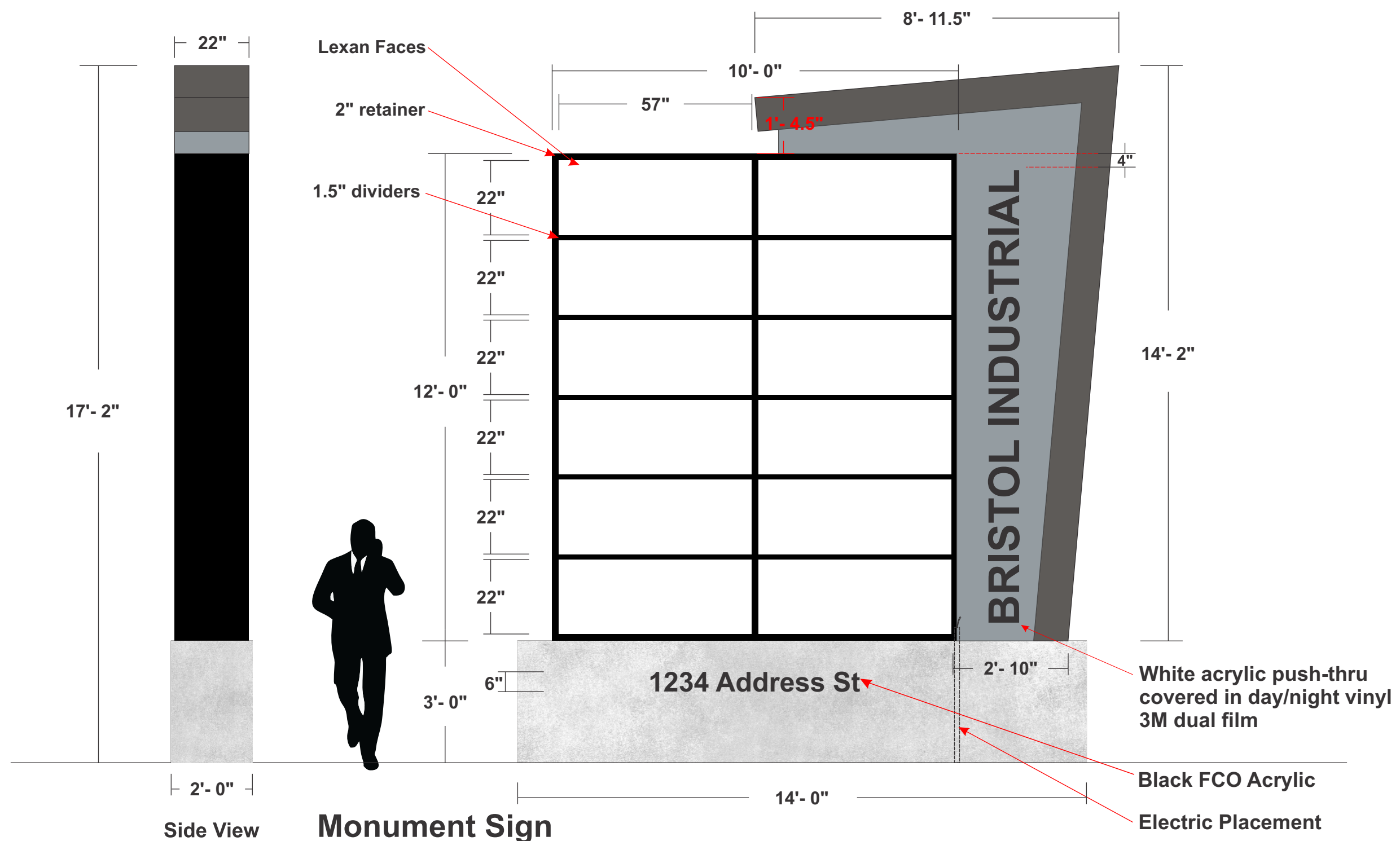
Approval Date: \_\_\_\_\_

Job Name - Location

Town of Bristol

Account Rep.




Edward Hayes



Side View

### 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

Scale

1:32

Designer

D. Tapp

Date: 8-29-2023

Approved By

Client Approval: \_\_\_\_\_

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

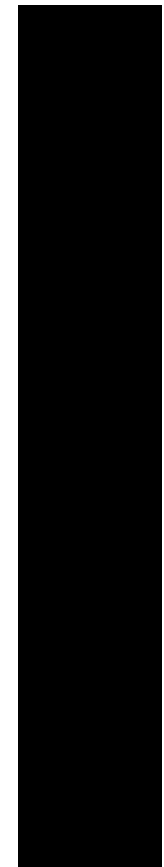


Job Name - Location

Town of Bristol

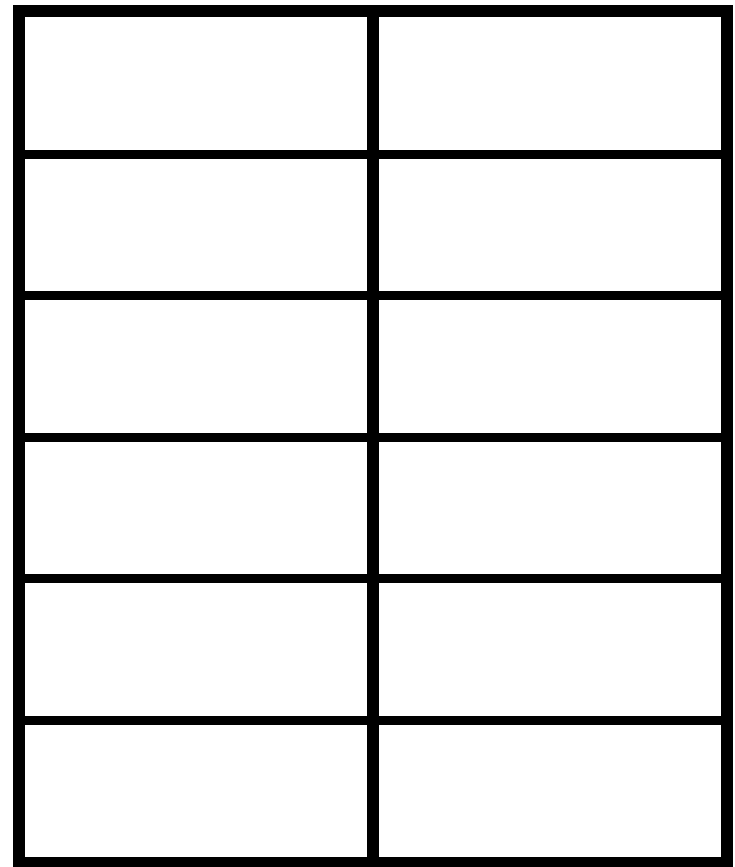
Account Rep.

Edward Hayes

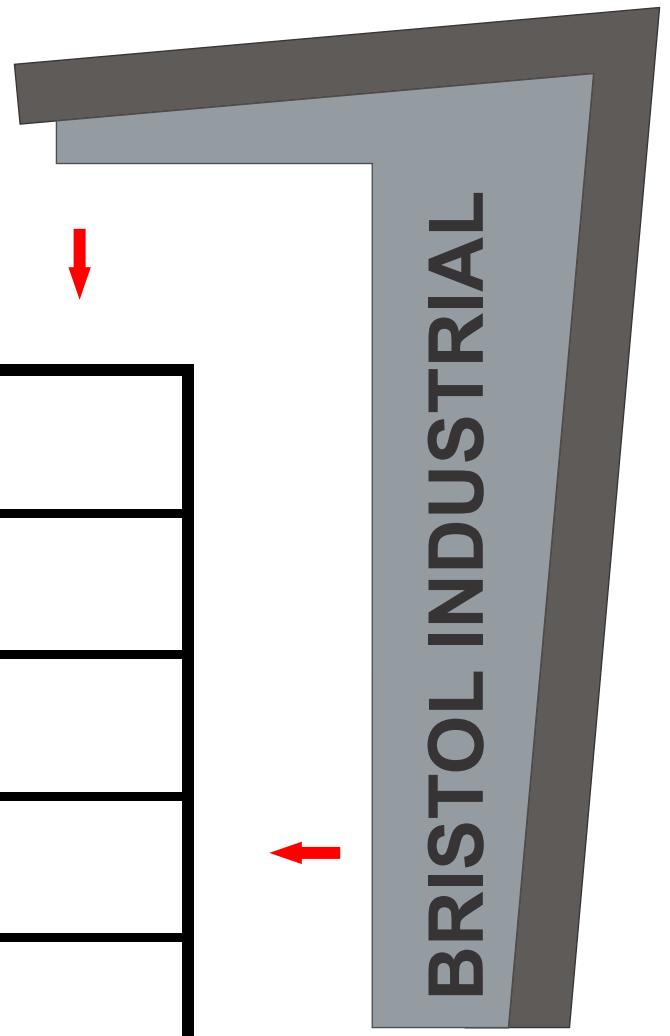


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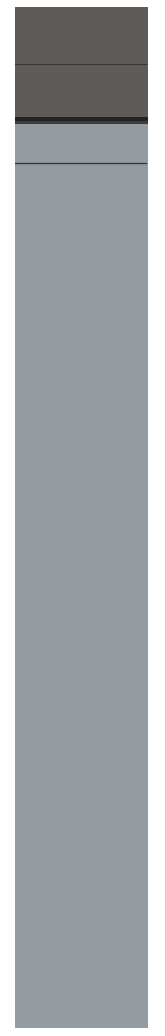
Side View



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

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

Section 9, Item a.

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

Budget  
 Generated 8/25/2023 3:49:49 PM

Ordinance / Resolution Number:

Be it ordained/resolved by the **Bristol Town Council** that for the expenses of **BRISTOL CIVIL TOWN** for the year ending December 31, **2024** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **BRISTOL CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

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

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Bristol Town Council	Town Council	10/05/2023

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$2,610,563	\$2,162,500	1.1192
0180	DEBT SERVICE	\$300,000	\$600,000	0.3105
0254	LOCAL INCOME TAX	\$386,857	\$0	0.0000
0706	LOCAL ROAD & STREET	\$150,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$401,690	\$218,800	0.1132
0720	MAJOR MOVES - TOLLROAD COUNTIES	\$0	\$0	0.0000
1151	CONTINUING EDUCATION	\$15,000	\$0	0.0000
1191	CUMULATIVE FIRE SPECIAL	\$120,000	\$82,200	0.0425
1301	PARK & RECREATION	\$172,795	\$69,800	0.0361
2120	CEMETERY	\$69,515	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$4,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$297,000	\$160,000	0.0828
2411	ECONOMIC DEV INCOME TAX CEDIT	\$554,000	\$0	0.0000
		<b>\$5,081,420</b>	<b>\$3,293,300</b>	<b>1.7043</b>

**ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES**

Section 9, Item a.

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

Budget  
 Generated 8/25/2023 3:49:49 PM

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	RABERS GOLF COURSE	\$50,000
9501	SOUTH STREET RD 15 TIF #130	\$1,596,678
9502	MS-4 STORMWATER	\$241,800
9503	POLICE NON-REVERTING	\$20,000
9504	TIF NORTH STATE ROAD 15 #132	\$0
9505	TIF EAST #148	\$300,000
9506	TIF GGT	\$208,250
		<b>\$2,416,728</b>

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

**ATTEST**

Name	Title	Signature
Cathy Antonelli	Clerk-Treasurer	

**MAYOR ACTION (For City use only)**

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

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1      Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31      Yes  No

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

The undersigned hereby submit 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, represent and warrant to the Town as follows:

1. Barbara Christine Wilhelm Irrevocable Lifetime Family Trust and Donna Mary Fletcher Irrevocable Lifetime Family Trust, each and undivided 1/2 interest (collectively, the “Petitioners”), are the owners of the following real property located in Elkhart County, Indiana, as more particularly described in Exhibit A and depicted in Exhibit B each attached hereto and incorporated herein by reference (the “Territory”):

<u>Address</u>	<u>Parcel Number</u>
COUNTY ROAD 14	20-07-03-126-001.000-019
COUNTY RD 21	20-03-33-300-001.000-030
COUNTY RD 23	20-03-33-300-003.000-030
19030 COUNTY RD 23	20-03-33-400-007.000-030
18627 COUNTY RD 23	20-03-34-300-002.000-030
COUNTY RD 23	20-03-33-300-002.000-030
COUNTY RD 23	20-03-33-400-013.000-030
COUNTY ROAD 23	20-03-33-400-016.000-030
COUNTY RD 23	20-03-34-300-004.000-030
COUNTY RD 23	20-03-34-300-007.000-030
COUNTY RD 23	20-03-34-300-013.000-030
18627 COUNTY RD 23	20-03-34-300-010.000-030

2. Petitioners constitute one hundred percent (100%) of the owners of the Territory and are the true, rightful and complete owners of the Territory as described herein.
3. Petitioners have 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. Petitioners are not aware of the Township’s participation in a reorganization which would prohibit the Town from adopting an annexation ordinance for the Territory.

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

7. Petitioners have 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)*

PETITION FOR VOLUNTARY ANNEXATION INTO THE TOWN OF BRISTOL, INDIANA

WHEREFORE, Petitioners hereby execute this Petition for Voluntary Annexation into the Town, consent to its filing with the Town Council, and request the Town Council adopt an ordinance annexing the Territory, and the contiguous areas of the Public Ways, into the Town in accordance with Indiana Code § 36-4-3-5.1.

BARBARA CHRISTINE WILHELM  
IRREVOCABLE LIFETIME FAMILY TRUST

By: Barbara Wilhelm

Name: BARBARA CHRISTINE Wilhelm, Trustee

Title: Barbara CHRISTINE Wilhelm, Trustee, BARBARA CHRISTINE Wilhelm IRREVOCABLE FAMILY TRUST

STATE OF TEXAS )  
COUNTY OF Montgomery ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Barbara Wilhelm in his/her capacity as the Trustee of the Barbara Christine Wilhelm Irrevocable Lifetime Family Trust, who acknowledged the execution of the foregoing instrument as such Trustee acting for and on behalf of said trust and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, and for the use and purposes contained therein.

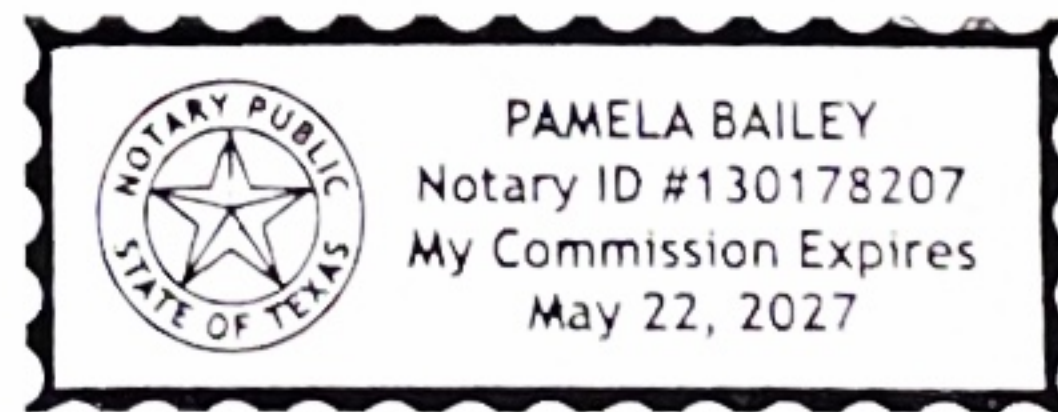
Witness my hand and Notarial Seal this 20 day of July, 2013.

Pamela Bailey  
Notary Public

Pamela Bailey  
Printed Signature

My Commission Expires:  
May 22, 2027

My County of Residence:  
Montgomery



PETITION FOR VOLUNTARY ANNEXATION INTO THE TOWN OF BRISTOL, INDIANA

DONNA MARY FLETCHER IRREVOCABLE LIFETIME FAMILY TRUST

By: Donna Mary Fletcher

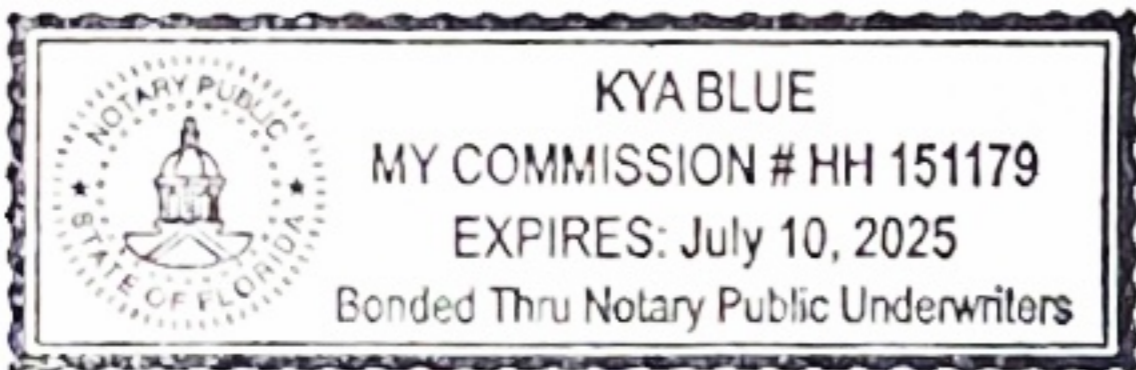
Name: DONNA MARY FLETCHER, TRUSTEE

Title: DONNA MARY FLETCHER, TRUSTEE  
DONNA MARY FLETCHER, TRUSTEE  
IRREVOCABLE LIFETIME FAMILY TRUST

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Leon )

Before me, a Notary Public, in and for said County and State, personally appeared Donna Mary Fletcher in his/her capacity as the Trustee of the Donna Mary Fletcher Irrevocable Lifetime Family Trust, who acknowledged the execution of the foregoing instrument as such Trustee acting for and on behalf of said trust and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 21 day of July, 2023.



Kya Blue  
Notary Public

Kya Blue  
Printed Signature

My Commission Expires:  
July 10, 2025

My County of Residence:  
Leon

## 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 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.

### EXHIBIT B

### Map of Annexation Territory

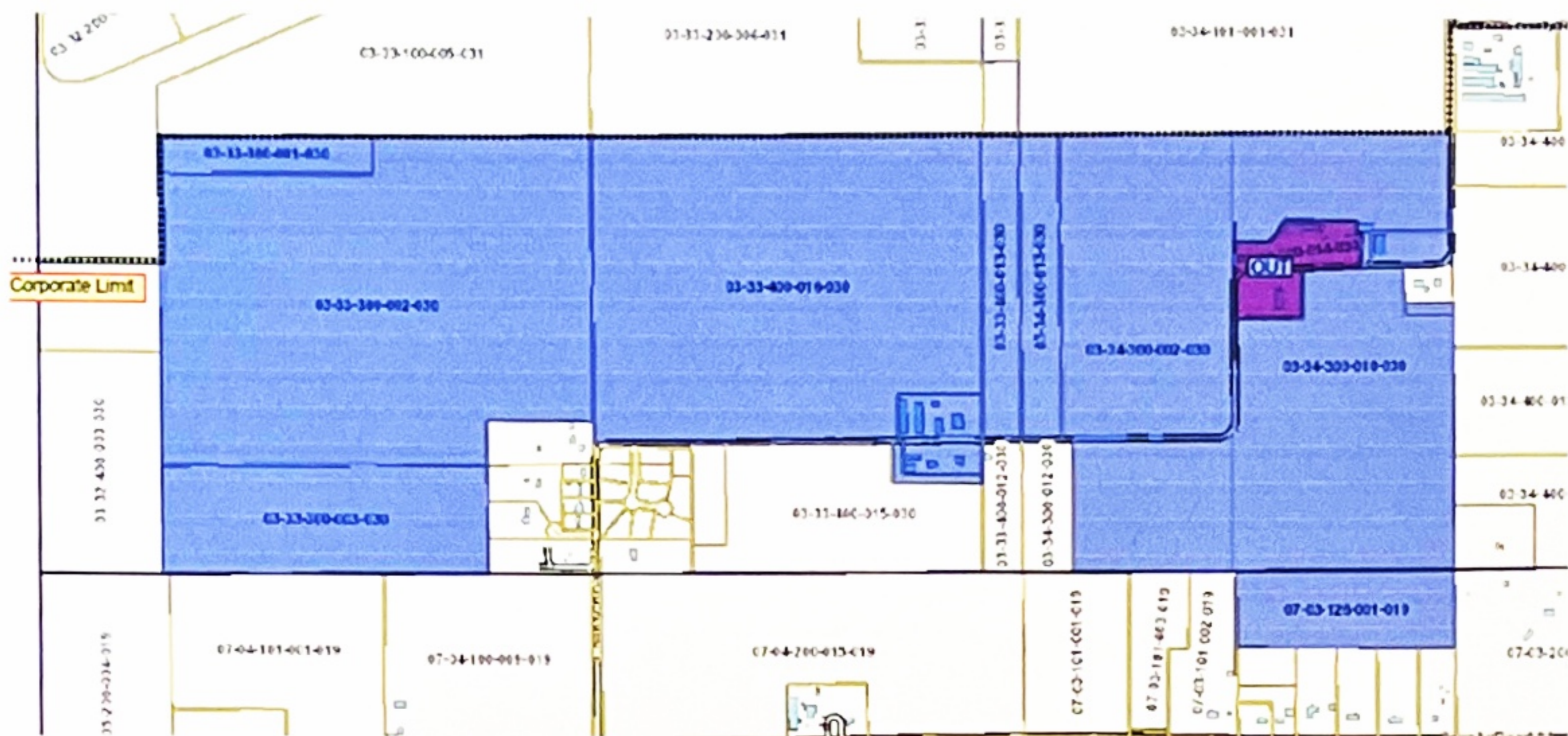


Exhibit B  
to Petition for Voluntary Annexation

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 21<sup>ST</sup> 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 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. 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.

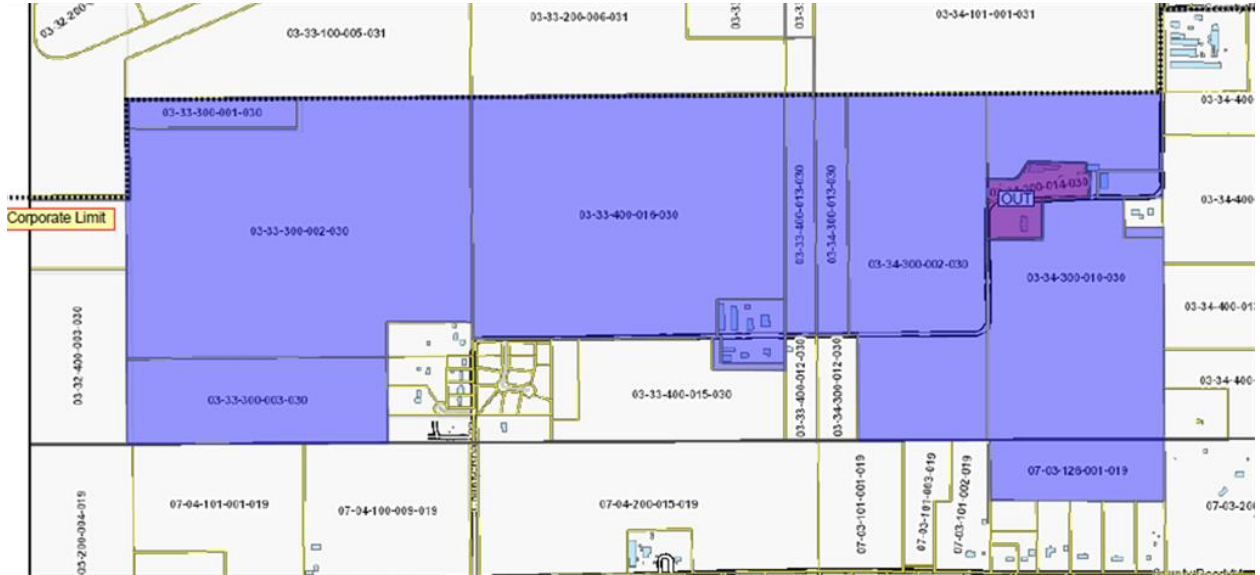
TRACT XII: That part of the North half of Fractional Section 3, Township 37 North, Range 6 East, Jefferson Township, Elkhart County, Indiana which is described as:

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.



EXHIBIT B

MAP OF THE ANNEXATION TERRITORY



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	\$200 to \$600	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	\$150 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 \_\_\_\_\_.]



**TOWN OF BRISTOL, INDIANA**  
**APPLICATION FOR VOLUNTARY ANNEXATION**

Bristol Town Manager | (574) 848-4853 | 303 E. Vistula St., Bristol, IN 46507

**INSTRUCTIONS AND FILING PROCEDURE FOR**  
**SUPER VOLUNTARY ANNEXATIONS**

Super voluntary annexation into the Town of Bristol, Indiana (the “Town”) is handled in accordance with Indiana Code § 36-4-3-5.1 (“Super Voluntary Annexation”). Owners of land that is located outside by contiguous to the Town’s corporate limit may file a petition with the Town Council requesting an ordinance annexation the area described in the petition. Property is “contiguous” only if at least one-eighth (1/8) of the aggregate external boundaries of the real estate coincides with the boundaries of the Town. In determining if a parcel is contiguous, a strip of land less than one hundred fifty (150) feet wide which connects the annexing Town to the real estate is not considered a part of the boundaries of either the Town or the territory sought to be annexed.

The Bristol Town Council shall consider all applications for Super Voluntary Annexation. Super Voluntary Annexation petitions shall be filed by the property owner(s) (the “Petitioner”). The following information is provided as a guide for filing Super Voluntary Annexation petitions. Full responsibility for handling and following through on a Super Voluntary Annexation petition rests with the Petitioner. The importance of verifying and submitting a correct legal description, as well as all other required information pertinent to the consideration of the Super Voluntary Annexation cannot be over-emphasized. The Town Manager will gladly answer any questions you may have. Please note it is not the Town Manager’s function to prepare the annexation petition. If you are unable or do not feel comfortable preparing your annexation petition, we would strongly recommend that you consult or hire an attorney to prepare it for you.

**APPLICATION**

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**Pre-Application Meeting:** Prior to the intended filing, the Petitioner must discuss the potential voluntary annexation with the Town Manager for the purpose of becoming familiar with requirements, procedures, deadlines, and hearing. The Town Manager can be reached at the phone number listed at the top of these instructions.

**Making Application:** The Petitioner must submit the annexation application to the Town Manager (via email at [MikeYoder@bristolindiana.org](mailto:MikeYoder@bristolindiana.org)) at least three weeks before the scheduled Bristol Town Council meeting. A complete application with all required attachments must be submitted. If the application is not complete, it will be returned to the Petitioner with the deficiencies identified.

**Items Required for a Complete Application:**

- Application Fee:** \$500 payable to the Town of Bristol, Indiana.
- Application Form:** All items must be fully completed and either typewritten or printed in ink. The application must be signed by the Petitioner.
  - **Attachment A:** Petition for Voluntary Annexation



**TOWN OF BRISTOL, INDIANA**  
**APPLICATION FOR VOLUNTARY ANNEXATION**

Bristol Town Manager | (574) 848-4853 | 303 E. Vistula St., Bristol, IN 46507

- **Attachment B:** Notice of Public Hearing
  - The Clerk-Treasurer will advertise this Notice of Public Hearing in *The Elkhart Truth* and *The Goshen News* no less than twenty (20) days prior to the date of the Town Council meeting in which the public hearing will be held. A template notice is included as Attachment B. Please complete this template notice and provide a word copy to the Town Manager with your annexation application.
- **Attachment C:** Annexation Ordinance\*
- **Attachment D:** Resolution Approving Fiscal Plan\*
- **Attachment E:** Proposed Timetable for Annexation
- **Proof of Ownership:** A copy of the deed for each parcel to be annexed to verify ownership.
- **Legal Description and Survey:** A legal description and survey (if available) of the subject property is required. The abbreviated legal description shown on a tax form is not an acceptable legal description.
- **Site Map:** 11” x 17” or smaller in size showing the existing structures, proposed structures (if applicable), streets, land uses, etc. of the property.
- **Contiguity:** A document verifying the percentage of land contiguous to the existing Town limits. Please contact the Town Manager if you need assistance with verifying contiguity.
- **Supplemental Information:** Any supplemental information you wish to provide to the Town.

**Failure to meet any of the above requirements will result in your application not being accepted by the Town Manager until such time as said requirements are met.**

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\* The Ordinance and Resolution numbers will be assigned by the Town Clerk-Treasurer upon filing of the annexation application. Please provide word copies of the Annexation Ordinance and Resolution to the Town Manager with your annexation application.





**TOWN OF BRISTOL, INDIANA**  
**APPLICATION FOR VOLUNTARY ANNEXATION**

Bristol Town Manager | (574) 848-4853 | 303 E. Vistula St., Bristol, IN 46507

## **ANNEXATION PROCESS**

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- **First Reading of Annexation Ordinance:** The Town Council will hold a public hearing regarding the annexation petition and complete the first reading of the Annexation Ordinance. The Town Council meets the first and third Thursday of each month.
  - You or your designated representative must be present at this Town Council meeting to make a presentation and answer any questions that may arise. You may use any evidence that will assist in the presentation. If the members of the Town Council need additional information, they will ask questions regarding your voluntary annexation request.
  - After you have completed your presentation, public comment will be heard for or against your petition.
  - You may be allowed to respond to any comments or answer any questions which may arise concerning your petition; that is at the discretion of the President of the Town Council.
- **Adoption of Fiscal Plan and Final Reading of Annexation Ordinance:** The Town Council will meet no sooner than fourteen (14) days after the public hearing. At this meeting, the Town Council will first review and adopt the fiscal plan for the annexation territory and then take final action on the Annexation Ordinance.
- **Publication of Adopted Annexation Ordinance:** If approval is given by the Town Council, the Annexation Ordinance shall take effect not less than thirty (30) days after adoption and upon the filing and recording of the Annexation Ordinance in accordance with Indiana Code § 36-4-3-22.

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TOWN OF BRISTOL, INDIANA
APPLICATION FOR VOLUNTARY ANNEXATION

Bristol Town Manager | (574) 848-4853 | 303 E. Vistula St., Bristol, IN 46507

Section 10, Item b.

1. PETITIONER / PROPERTY OWNER:

Petitioner:\*

Name:
Address:
Phone Number:
E-mail Address:

Owner (if different from applicant):

Name:
Address:
Phone Number:
E-mail Address:

2. PETITIONER'S ATTORNEY / CONTACT PERSON AND PROJECT ENGINEER:

Attorney/Contact Person:

Name:
Address:
Phone Number:
E-mail Address:

Project Engineer (if any):

Name:
Address:
Phone Number:
E-mail Address:

3. PROJECT INFORMATION:

General Location of Property (address and parcel numbers):

Current Use:
Current Zoning:
Proposed Use:
Proposed Zoning:
Area (in acres):
Project Cost:
Project Start Date:
Project Completion Date:

Additional Project Information:

4. ATTACHMENTS:

- Petition for Voluntary Annexation / Filing Fee
Notice of Public Hearing
Proof of ownership (copy of deed(s))
Legal Description
Contiguity calculation
Site Map
Timetable
Supplemental Information (if any)

\* If the Petition is filed by any person other than the legal owner or the owner's attorney, written authorization of the legal owner authorizing the person to act as the owner's agent for Petition purposes must be filed with the Petition.
† Petitioner must provide the Town Manager with copies of the proofs of publication of the Notice of Public Hearing and affidavits of publication once those are received from the newspapers.

APPLICATION FOR VOLUNTARY ANNEXATION INTO  
THE TOWN OF BRISTOL, INDIANA

Section 10, Item b.

WHEREFORE, Petitioner hereby executes this Application for Voluntary Annexation into the Town, states the above information is true and correct as of the date hereof, and consents to its filing with the Town Council.

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**

**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. \_\_\_\_\_, is the owner of the real property located at \_\_\_\_\_, \_\_\_\_\_, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Number(s) \_\_\_\_\_, 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 \_\_\_\_\_ and Petitioners will seek to rezone the Territory to \_\_\_\_\_ 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)*

WHEREFORE, Petitioner hereby executes this Petition for Voluntary Annexation into the Town, consents to its filing with the Town Council, and requests the Town Council adopt an ordinance annexing the Territory, and the contiguous areas of the Public Ways, into the Town in accordance with Indiana Code § 36-4-3-5.1.

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_ in his/her capacity as the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, who acknowledged the execution of the foregoing instrument as such \_\_\_\_\_ acting for and on behalf of said company and who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, and for the use and purposes contained therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed Signature

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

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

EXHIBIT A

Legal Description

EXHIBIT B

Map of Annexation Territory

**ATTACHMENT B**

**NOTICE OF PUBLIC HEARING ON A  
PETITION FOR VOLUNTARY ANNEXATION  
INTO THE TOWN OF BRISTOL, INDIANA**

Notice is hereby given that the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”), on \_\_\_\_\_, 20\_\_ at 7:00 p.m. (local time), at the Town Hall, 303 East Vistula Street, Bristol, Indiana 46507, will hold a public hearing during the regular meeting of the Council upon a proposed ordinance (the “Ordinance”) annexing real property located outside but contiguous to the corporate limits of the Town, consisting of \_\_\_\_\_ parcels located at \_\_\_\_\_, Washington Township, Elkhart County, Indiana and identified in the Elkhart County, Indiana property records as Parcel Number(s) \_\_\_\_\_, consisting of approximately \_\_\_\_\_ acres (the “Annexation Territory”). \_\_\_\_\_, \_\_\_\_\_, the 100% owner of the Annexation Territory, filed a petition for voluntary annexation into the Town with the Council on \_\_\_\_\_, 20\_\_ requesting the Ordinance (the “Petition”). The Petition, proposed Ordinance and map and legal description of the Annexation Territory are available for inspection by the public at the office of the Clerk Treasurer, located at 303 East Vistula Street, Bristol, Indiana 46507. The Council reserves the right, prior to taking final action, to amend the Ordinance. At the public hearing, all interested persons will have the opportunity to testify and be heard concerning the proposed Annexation Territory. The hearing may be continued to a later date or dates. For further information, please contact Mike Yoder, Bristol Town Manager, at (574) 298-3331.

Dated: \_\_\_\_\_, 20\_\_

TOWN COUNCIL OF THE TOWN  
OF BRISTOL, INDIANA

*[Please insert the date of publication at end of notice. To the extent you maintain an internet website, please also post on the website on the same date as publication in the newspaper.]*

*[Publish no later than \_\_\_\_\_, 20\_\_]*



**ATTACHMENT C**

ORDINANCE NO. \_\_\_\_\_

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 \_\_\_\_\_ parcels along \_\_\_\_\_, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Number(s) \_\_\_\_\_, consisting of approximately \_\_\_\_\_ 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 \_\_\_\_\_; 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 \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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:

\_\_\_\_\_

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. \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY

**ATTACHMENT D**

RESOLUTION NO. \_\_\_\_\_

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

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  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

TOWN COUNCIL  
OF THE TOWN OF BRISTOL, INDIANA

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

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

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

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

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

ATTEST:

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

EXHIBIT A  
FISCAL PLAN  
(To be attached)



**ATTACHMENT E**

**PROPOSED TIMETABLE AND CHECKLIST FOR VOLUNTARY ANNEXATION  
INTO THE TOWN OF BRISTOL, INDIANA**

<u>Date</u>	<u>Activity</u>	<u>Responsible Party</u>	<u>Completed</u>
_____	<ul style="list-style-type: none"> <li>• Submit notice of public hearing regarding the Petition for Voluntary Annexation to <i>The Elkhart Truth</i> and <i>The Goshen News</i>.</li> </ul>	Petitioner	_____
_____	<ul style="list-style-type: none"> <li>• Notice of public hearing regarding the Petition for Voluntary Annexation published one time in <i>The Elkhart Truth</i> and <i>The Goshen News</i> (at least 20 days prior to public hearing).</li> </ul>	Newspapers	_____
_____	<ul style="list-style-type: none"> <li>• Petition for Voluntary Annexation received from Petitioner.</li> </ul>	Petitioner	_____
_____	<ul style="list-style-type: none"> <li>• Town Council holds a public hearing on the Annexation Ordinance (must be 20 days after notice of public hearing is published in the newspapers).</li> </ul>	Town Council	_____
_____	<ul style="list-style-type: none"> <li>• Fiscal Plan prepared by Town’s Municipal Advisor (one week prior to Town Council meeting to adoption of Fiscal Plan).<sup>4</sup></li> </ul>	Municipal Advisor	_____
_____	<ul style="list-style-type: none"> <li>• Town Council adopts Resolution Approving Fiscal Plan (the fiscal plan must be adopted before the adoption of the Annexation Ordinance).</li> </ul>	Town Council	_____
_____	<ul style="list-style-type: none"> <li>• Town Council adopts Annexation Ordinance (the Annexation Ordinance may not be adopted earlier than fourteen (14) days after the public hearing).</li> </ul>		_____
_____	<ul style="list-style-type: none"> <li>• Annexation Ordinance submitted for publication one time in <i>The Elkhart Truth</i> and <i>The Goshen News</i>.</li> </ul>	Clerk-Treasurer / Town Attorney	_____
_____	<ul style="list-style-type: none"> <li>• Annexation Ordinance published one time in <i>The Elkhart Truth</i> and <i>The Goshen News</i>.</li> </ul>	Newspapers	_____

<sup>4</sup> Date to be confirmed by Municipal Advisor.

<u>Date</u>	<u>Activity</u>	<u>Responsible Party</u>	<u>Completed</u>
_____	<ul style="list-style-type: none"><li>• End of remonstrance period (30 days after publication of Annexation Ordinance).</li></ul>		_____
_____	<ul style="list-style-type: none"><li>• File Annexation Ordinance with the County Auditor, Circuit Court Clerk, and Board of Registration (if a board of registration exists) of Elkhart County, the Office of the Secretary of State of Indiana, and the office of census data.</li></ul>	Clerk-Treasurer / Town Attorney	_____
	<ul style="list-style-type: none"><li>• Record Annexation Ordinance with the Elkhart County Recorder. Annexation Ordinance becomes effective upon recording.</li></ul>		

month	total calls	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
Jan	107	37%	50%	7%	1%	0%	4%	0%	0%	1%	0%
Feb	105	33%	47%	12%	1%	0%	5%	0%	0%	1%	1%
March	142	33%	51%	6%	4%	0%	4%	0%	0%	1%	1%
April	109	39%	48%	8%	0%	0%	5%	0%	0%	0%	0%
May	93	35%	45%	9%	2%	0%	8%	1%	0%	0%	0%
June	127	39%	37%	13%	5%	0%	4%	2%	1%	1%	0%

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23070151982	21560 CO RD 10, ELKHART			1							
23070151960	1305 W VISTULA, BRISTOL S/A 722	1									
23070151871	13643 ST RD 120, BRISTOL				1						
23070151754	53424 PINEBROOK DR, BRISTOL			1							
23063051561	15950 ST RD 120, BRISTOL			1							
23063051520	21910 ANGELINE DR, BRISTOL			1							
23063051493	54200 CO RD 17, ELKHART			1							
23063051481	13927 CO RD 4, BRISTOL				1						
23062951390	406 KESCO DR, BRISTO	1									
23062951363	53586 CO RD 27, BRISTOL S/A 15			1							
23062951325	18333 CO RD 102, BRISTOL			1							
23062951290	BRISTOL S45, BRISTOL										
23062951221	1725 COMMERCE DR, BRISTOL	1									
23062951205	1301 COMMERCE DR, BRISTOL	1									
23062851030	1305 W VISTULA, BRISTOL S/A 113	1									
23062850989	17240 CO RD 8, BRISTOL			1							
23062850977	53586 CO RD 27, BRISTOL S/A 127			1							
23062850961	300 S DIVISION, BRISTOL	1									
23062850889	53586 CO RD 27, BRISTOL S/A 127			1							
23062850842	16594 CO RD 108, BRISTOL			1							
23062750632	1650 COMMERCE DR, BRISTOL	1									
23062750569	21468 STATE LINE RD, BRISTOL			1							
23062650366	19854 CO RD 6, BRISTOL			1							
23062650357	603 EARTHWAY BLVD, BRISTOL			1							
23062650316	13643 ST RD 120, BRISTOL				1						
23062550058	52158 CO RD 11, ELKHART							1			
23062449960	1103 MAPLE, BRISTOL	1									
23062449939	21248 CO RD 8, BRISTOL			1							
23062449927	15021 ST RD 120, BRISTOL				1						
23062449859	14345 ST RD 120, BRISTOL				1						
23062349641	21000 CO RD 6, BRISTOL ???????????										
23062349579	13643 ST RD 120, BRISTOL				1						
23062349514	13643 ST RD 120, BRISTOL				1						
23062249435	16101 CO RD 108, BRISTOL			1							
23062249417	390 S WOOD SAGE, ELKHART			1							
23062249376	304 E VISTULA, BRISTOL	1									
23062249369	15820 CO RD 10, BRISTOL				1						
23062249344	55116 ST RD 15, BRISTOL					1					
23062249305	501 E ELKHART, BRISTOL			1							
23062249273	216 E VISTULA, BRISTOL			1							
23062249161	805 TURTLE DR, BRISTOL	1									
23062149085	53000 CO RD 17, BRISTOL			1							
23062148893	502 BLOOMINGDALE DR, BRISTOL S/A P	1									
23062048794	20513 CO RD 8, BRISTOL			1							
23062048743	53424 PINE BROOK DR, BRISTOL			1							
23062048735	21834 CHRISTOPHER DR, ELKHART			1							
23062048731	2020 BLAKESLY PKWY, BRISTOL			1							
23061948538	1209 S DIVISION, BRISTOL	1									
23061948504	54687 CO RD 19, BRISTOL			1							
23061948486	608 EARTHWAY DR, BRISTOL			1							
23061948336	16832 CO RD 104, BRISTOL			1							
23061848225	53586 CO RD 27, BRISTOL S/A 112			1							
23061848192	1001 MOTTVILLE RD, BRISTOL	1									
23061848175	13549 ST RD 120, BRISTOL				1						
23061848161	15420 ST RD 120, BRISTOL				1						
23061848158	55885 DANA DR, BRISTOL					1					
23061747997	505 W VISTULA, BRISTOL	1									
23061747957	300 E ELKHART, BRISTOL	1									
23061747945	50996 NORTH SHORE DR, ELKHART					1					
23061747849	266 OAK ST, ELKHART							1			
23061647729	1305 W VISTULA, BRISTOL S/A 224	1									
23061647593	151 TIMBERBROOK CJ, ELKHART			1							
23061647549	14000 CO RD 8, BRISTOL	1									
23061647547	15820 CO RD 10, BRISTOL				1						
23061647504	384 S WOOD SAGE, ELKHART			1							
23061647497	19572 LACEY LN, BRISTOL					1					
23061547439	1607 W VISTULA, BRISTOL	1									
23061547432	11300 ST RD 120, MIDDLEBURY				1						
23061547423	405 E VISTULA, BRISTOL	1									
23061547418	101 E ELKHART, BRISTOL	1									
23061547386	53586 CO RD 27, BRISTOL S/A 127			1							
23061547375	401 E SAINT JOSEPH, BRISTOL			1							
23061547252	304 CHESTNUT ST, BRISTOL			1							
23061447049	20965 RIVERBROOK LN, BRISTOL			1							
23061446998	1280 COMMERCE DR, BRISTOL			1							
23061446945	1003 SWAN ST, BRISTOL			1							
23061346870	54530 CO RD 17, ELKHART			1							
23061346799	410 E VISTULA, BRISTOL			1							
23061346787	405 E ELKHART, BRISTOL			1							

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	middleburj	Concord
23061346778	58928 LOWER DR, GOSHEN	M1					1					
23061346736	22225 CO RD 6, ELKHART	BFD,M1,T1							1			
23061246677	15950 ST RD 120, BRISTOL	M1,E1			1							
23061246538	20633 CO RD 8, BRISTOL	BFD,E1,M1,T1,T2			1							
23061246512	605 KESCO DR, BRISTOL	E1,M1	1									
23061246476	17313 CO RD 8, BRISTOL	M1,E1,M2			1							
23061246417	15950 ST RD 120, BRISTOL	M2,E1,M1,R2			1							
23061146281	53424 PINE BROOK DR, BRISTOL	EMS,E1,M1			1							
23061146203	15950 ST RD 120, BRISTOL	E1,M1,M2			1							
23061046143	18368 SHEFFIELD LN, BRISTOL	M2			1							
23061046118	3394 FOX CHASE DR, BRISTOL	M1,M2	1									
23061046038	405 E ELKHART, BRISTOL	M2	1									
23061045914	51600 CO RD 19, BRISTOL	M2,BFD			1							
23060945849	52860 CO RD 131, BRISTOL	M2				1						
23060945760	52193 ST RD 15, BRISTOL	E1,M1,M2			1							
23060945720	26907 CO RD 4, ELKHART	M2						1				
23060945699	92 TOLL RD, ELKHART???????	M2										
23060945690	306 E VISTULA, BRISTOL	M1,E1,M2	1									
23060845504	1305 W VISTULA, BRISTOL S/A 722	BFD	1									
23060845487	15776 CO RD 108, BRISTOL	BFD,M2,T2				1						
23060845403	502 BLOOMINGDALE DR, BRISTOL S/A P	EMS	1									
23060845390	53260 MONTEREY DR, BRISTOL	M2			1							
23060845386	ELK CO HISTORICAL W VISTULA, BRISTOL	M1	1									
23060845325	25915 FOREST HILL, ELKHART	BFD							1			
23060845305	18423 US HWY 20, GOSHEN	M2					1					
23060745285	15864 CO RD 8, BRISTOL	M1,M2				1						
23060745253	21468 STATE LINE RD, BRISTOL	EMS,M1			1							
23060745246	19439 CO RD 104, BRISTOL	M1,E1,M2			1							
23060745228	21315 BUCKINGHAM RD, ELKHART	E1,M2,T2			1							
23060745196	431 N WOOD SAGE, ELKHART	EMS,E1,M2			1							
23060745184	97 TOLL RD, ELKHART???????	M1,E1,M2,T2										
23060745104	689 COMMERCE DR, BRISTOL	M2	1									
23060644786	18363 SHEFFIELD LN, BRISTOL	M2,R2			1							
23060644780	13643 ST RD 120, BRISTOL	M2,R2				1						
23060544565	1305 W VISTULA, BRISTOL S/A 221	E1,M1,M2	1									
23060444400	205 ILLINOIS, BRISTOL	M1,E1	1									
23060444378	1611 W VISTULA, BRISTOL	M1	1									
23060444321	27357 CO RD 4, ELKHART	BFD,T2							1			
23060444209	908 MALLARD DR, BRISTOL	EMS,E1,M1,T1,T2	1									
23060344135	107 PEARL, BRISTOL	EMS	1									
23060344093	411 W VISTULA, BRISTOL	M1,E1	1									
23060344039	1751 W VISTULA, BRISTOL	E1,M1	1									
23060344021	53586 CO RD 27, BRISTOL S/A 112	EMS,E1			1							
23060344018	300 E ELKHART, BRISTOL	M1,E1	1									
23060343988	523 S 6TH ST, GOSHEN	M1								1		
23060343914	1220 MAPLE, BRISTOL	BFD,E1,M1	1									
23060243818	300 N WASHINGTON, WAKARUSA	M1										1
23060243761	53586 CO RD 27, BRISTOL S/A 112	M1			1							
23060243750	18347 WEE ACRES DR, BRISTOL	BFD,M1,T1,T2			1							
23060243747	57870 JEMIAN DR, GOSHEN	T1					1					
23060243735	9709 OLD PORT COVE, BRISTOL	M1,E1	1									
23060143350	21608 PROTECTA DR, ELKHART	M1,E1			1							
	TOTAL		127	49	47	16	6		5	2	1	1
			100%	39%	37%	13%	5%	0%	4%	2%	1%	1%

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	middlebury	Concord
23053042832	21643 ST RD 120, ELKHART			1							
23052942545	223 E VISTULA, BRISTOL		1								
23052942463	52000 CO RD 13, ELKHART								1		
23052942430	19981 GUNDER RD, BRISTOL					1					
23052942362	52751 CO RD 21, BRISTOL			1							
23052942347	100 TOLL RD, ELKHART????????????????										
23052842278	54939 CO RD 23, BRISTOL			1							
23052842264	21843 ADDISON DR, BRISTOL			1							
23052842248	18607 CO RD 104, BRISTOL			1							
23052842243	53586 CO RD 27, BRISTOL S/A 112			1							
23052842199	54500 ST RD 13, MIDDLEBURY				1						
23052842180	27 SHORE MANOR CT, BRISTOL		1								
23052842172	52591 ST RD 13, MIDDLEBURY				1						
23052641579	53586 CO RD 27, BRISTOL S/A 127			1							
23052641529	21300 CO RD 4, BRISTOL????????????????										
23052641487	18295 SHEFFIELD LN, BRISTOL			1							
23052541427	52176 CO RD 21, BRISTOL			1							
23052541412	53586 CO RD 27, BRISTOL S/A 101			1							
23052440932	21868 ANGELINE DR, BRISTOL			1							
23052440927	50688 TEALL RD, BRISTOL			1							
23052440921	805 N RIVER RD, BRISTOL		1								
23052340839	52412 CO RD 13, ELKHART							1			
23052340758	306 MAPLE ST, BRISTOL		1								
23052340710	1305 W VISTULA, BRISTOL S/A 312		1								
23052240452	20406 LONGBOAT CT, BRISTOL			1							
23052140210	16046 CO RD 8, BRISTOL			1							
23052140048	53586 CO RD 27, BRISTOL S/A 35			1							
23052039852	77 TIMBERBROOK CI, ELKHART			1							
23052039745	9766 OLD PORT COVE, BRISTOL		1								
23051939607	207 N RIVER RD, BRISTOL		1								
23051939573	51425 CO RD 123, BRISTOL			1							
23051939517	22417 CO RD 6, ELKHART							1			
23051939483	19500 CO RD 8, BRISTOL????????????????										
23051939472	17240 CO RD 8, BRISTOL			1							
23051839391	16726 CO RD 8, BRISTOL			1							
23051839313	19623 CO RD 8, BRISTOL			1							
23051839164	603 EARTHWAY BLVD, BRISTOL		1								
23051739057	15950 ST RD 120, BRISTOL			1							
23051739045	15685 ST RD 120, BRISTOL				1						
23051738952	15950 ST RD 120, BRISTOL			1							
23051738941	51687 CO RD 133, BRISTOL				1						
23051738934	306 E VISTULA, BRISTOL		1								
23051638770	200 BLK VISTULA, BRISTOL		1								
23051638741	1210 WALLEYE LAND, BRISTOL		1								
23051638674	53831 CO RD 17, BRISTOL							1			
23051638627	400 E VISTULA, BRISTOL		1								
23051638614	96 TOLL RD, ELKHART????????????????										

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	middlebury	Concord
23051638605	306 E VISTULA, BRISTOL	M1		1								
23051538499	15950 ST RD 120, BRISTOL	M1,E1			1							
23051538483	14503 ST RD 120, BRISTOL	E1,M1				1						
23051538297	603 EARTHWAY BLVD, BRISTOL	M1,BFD		1								
23051438209	19680 ST RD 120, BRISTOL	M2,M1		1								
23051438208	15950 ST RD 120, BRISTOL	M1,M2			1							
23051438116	51998 CO RD 17, BRISTOL	M1,E1			1							
23051438090	502 BLOOMINGDALE DR, BRISTOL S/A X	M1,E1		1								
23051438022	15950 ST RD 120, BRISTOL	M2			1							
23051337965	53291 TRENTON LN, BRISTOL	BFD			1							
23051337828	20156 CO RD 6, BRISTOL	EMS,E1,M2			1							
23051337782	14583 ST RD 120, BRISTOL S/A 195	M2				1						
23051337727	23608 STATE LINE RD, ELKHART	M1,M2							1			
23051237670	1305 W VISTULA, BRISTOL S/A 223	M1,M2		1								
23051237655	502 BLOOMINGDALE DR, BRISTOL S/A K	M2		1								
23051237624	25201 CO RD 6, ELKHART	E1							1			
23051137230	53586 CO RD 27, BRISTOL S/A 127	M1,M2,R2			1							
23051137213	21557 DURHAM WAY, BRISTOL	M1,R2			1							
23051137206	20223 CO RD 6, BRISTOL	M1,M2,R2			1							
23051137177	53586 CO RD 27, BRISTOL S/A 127	M1,M2,R2			1							
23051137155	502 BLOOMINGDALE DR, BRISTOL S/A K	M1,M2,R2		1								
23051036867	23830 CO RD 106, ELKHART	M2							1			
23050936515	502 BLOOMINGDALE DR, BRISTOL S/A K	M1,M2		1								
23050836311	50744 OAK TREE LN, BRISTOL	M1,M2			1							
23050736172	5 SHORE MANOR DR, BRISTOL	EMS,M2		1								
23050735934	305 BROADMORE ESTATES, GOSHEN	M1,M2					1					
23050635749	21783 KNOBCONE CT, BRISTOL	M1			1							
23050635699	304 ELM, BRISTOL	E1,M1,M2		1								
23050535550	505 INDIANA, BRISTOL	M1,E1		1								
23050535453	19670 ST RD 120, BRISTOL	EMS,E1,M1		1								
23050535416	405 E ELKHART, BRISTOL	M1		1								
23050535403	25237 GLENMORE, ELKHART	BFD							1			
23050535394	391 S WOOD SAGE, ELKHART	E1,M1			1							
23050535309	603 EARTHWAY BLVD, BRISTOL	M1,E1		1								
23050435251	18098 CO RD 2, BRISTOL	E1,M1,M2			1							
23050435141	501 E ELKHART, BRISTOL	T1		1								
23050435107	902 TROUT CREEK RD, BRISTOL	M2,E1,M1		1								
23050434985	51293 ANTONE RD, BRISTOL	M2,E1,M1			1							
23050334957	13927 CO RD 4, MIDDLEBURY	BFD,E1,M1,T1				1						
23050334831	53892 BARRINGTON LN, BRISTOL	M1,E1			1							
23050234633	54630 MICHAEL DR, ELKHART	M2			1							
23050234630	405 E ELKHART, BRISTOL	M1		1								
23050234598	13585 NORTH, BRISTOL	BFD,E1,M1,T1,T2				1						
23050234591	20613 CO RD 8, BRISTOL	M1,E1			1							
23050234447	19670 ST RD 120, BRISTOL	M1,E1		1								
23050134275	110 E VISTULA, BRISTOL	E1,M1		1								
23050134219	16161 ST RD 120, BRISTOL	M1,E1			1							

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	middlebury	Concord
23050134203	2275 BLOOMINGDALE DR, BRISTOL	M2		1								
23050134199	502 BLOOMINGDALE DR, BRISTOL S/A X	EMS,BFD,E1,M1		1								
23050134195	21680 PROTECTA DR, ELKHART	BFD,EMS,E1			1							
<b>TOTAL</b>			<b>93</b>	<b>33</b>	<b>42</b>	<b>8</b>	<b>2</b>		<b>7</b>	<b>1</b>		
			100%	35%	45%	9%	2%	0%	8%	1%	0%	0%



Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23043034076	52800 CO RD 17, BRISTOL			1							
23043034054	120 E WATERFORD, WAKARUSA*****										
23043034036	1305 W VISTULA, BRISTOL S/A 423		1								
23042933815	53586 CO RD 27, BRISTOL S/A 112			1							
23042933752	300 E ELKHART, BRISTOL										
23042933714	21300 CO RD 4, BRISTOL			1							
23042933709	53598 RIDGEVIEW LN, BRISTOL			1							
23042833602	3395 FOX CHASE DR, BRISTOL		1								
23042833391	19623 CO RD 8, BRISTOL			1							
23042833341	21053 ST RD 120, BRISTOL			1							
23042733201	207 N RIVER RD, BRISTOL		1								
23042733183	53601 SONGBIRD WAY, BRISTOL			1							
23042733127	RAIL PARK DR, BRISTOL		1								
23042733102	19670 ST RD 120, BRISTOL		1								
23042733026	21468 STATE LINE RD, BRISTOL			1							
23042632929	20880 CO RD 2, BRISTOL			1							
23042632844	300 E ELKHART, BRISTOL		1								
23042632835	1667 COMMERCE DR, BRISTOL		1								
23042632778	14365 ST RD 120, BRISTOL					1					
23042532707	16832 CO RD 104, BRISTOL			1							
23042532503	13549 ST RD 120, BRISTOL					1					
23042432434	16832 CO RD 104, BRISTOL			1							
23042432298	16832 CO RD 104, BRISTOL			1							
23042432259	1011 TROUT CREEK RD, BRISTOL		1								
23042432234	603 EARTHWAY BLVD, BRISTOL		1								
23042432162	1305 W VISTULA, BRISTOL S/A 221		1								
23042332121	15950 ST RD 120, BRISTOL			1							
23042331932	15950 ST RD 120, BRISTOL			1							
23042231861	391 S WOOD SAGE, ELKHART			1							
23042231805	122 E VISTULA, BRISTOL		1								
23042231798	187 CHESTNUT AV, BRISTOL		1								
23042231748	508 S DIVISION, BRISTOL		1								
23042131623	51310 ST RD 15, BRISTOL			1							
23042131569	673 W HAWTHORNE, ELKHART			1							
23042131533	53586 CO RD 27, BRISTOL S/A 112			1							
23042131395	220 BLOOMINGDALE DR, BRISTOL		1								
23042131337	405 E ELKHART, BRISTOL		1								
23042031247	409 ILLINOIS, BRISTOL		1								
23042031077	15315 LARRY LEE DR, BRISTOL					1					
23041930896	409 ILLINOIS, BRISTOL		1								
23041930782	409 ILLINOIS, BRISTOL		1								
23041830544	53586 CO RD 27, BRISTOL S/A 127			1							

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23041830537	21053 PROTECTA DR, ELKHART			1							
23041830532	16832 CO RD 104, BRISTOL			1							
23041730364	201 S DIVISION, BRISTOL		1								
23041730248	15351 DORIS, BRISTOL				1						
23041730227	53586 CO RD 27, BRISTOL S/A 112			1							
23041730196	502 BLOOMINGDALE DR, BRISTOL S/A K		1								
23041730188	101 TOLL RD, ELKHART????????????????										
23041730160	15398 CO RD 8, BRISTOL	1									
23041630019	255 OAK ST, ELKHART			1							
23041630009	19027 CO RD 2, BRISTOL			1							
23041629988	21300 CO RD 4, BRISTOL			1							
23041629984	207 E SAINT JOSEPH, BRISTOL	1									
23041629976	391 S WOOD SAGE, ELKHART			1							
23041629955	54768 COLONIAL RIDGE DR, BRISTOL			1							
23041629952	187 CHESTNUT AV, BRISTOL	1									
23041629874	409 ILLINOIS, BRISTOL	1									
23041529760	21300 CO RD 4, BRISTOL			1							
23041529727	51470 CO RD 29, BRISTOL			1							
23041529710	53449 CO RD 9, ELKHART S/A 9							1			
23041529708	1305 W VISTULA, BRISTOL S/A 1024		1								
23041529572	21300 CO RD 4, BRISTOL			1							
23041429514	18327 WEE ACRES DR, BRISTOL			1							
23041429376	54636 SUBURBAN DR, ELKHART			1							
23041429342	19778 CO RD 8, BRISTOL			1							
23041429255	53152 CO RD 19, BRISTOL			1							
23041429254	9766 OLD PORT COVE, BRISTOL	1									
23041329141	53586 CO RD 27, BRISTOL S/A 127			1							
23041329081	21868 ANGELINE DR, BRISTOL			1							
23041228826	605 S DIVISION, BRISTOL	1									
23041228665	21094 ST RD 120, BRISTOL			1							
23041228627	603 EARTHWAY BLVD, BRISTOL	1									
23041228564	13643 ST RD 120, BRISTOL				1						
23041128511	205 ILLINOIS, BRISTOL	1									
23041128503	410 E VISTULA, BRISTOL	1									
23041128416	53953 CO RD 17, ELKHART							1			
23041028221	1004 N DIVISION, BRISTOL	1									
23041028191	122 E VISTULA, BRISTOL	1									
23041028097	22286 CO RD 28, GOSHEN*****										
23041028029	405 E ELKHART, BRISTOL *TEST*										
23041028027	405 E ELKHART, BRISTOL *TEST*										
23040927848	15010 WAYNE ST, UNION*****										
23040927787	53107 PINE BROOK DR, BRISTOL		1								

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23040827679	15341 WILLIAM PAUL DR, BRISTOL				1						
23040827658	411 W VISTULA, BRISTOL		1								
23040827635	21998 CO RD 6, BRISTOL			1							
23040827551	54631 CO RD 131, BRISTOL				1						
23040727198	55009 CO RD 23, BRISTOL			1							
23040727194	22286 CO RD 28, ELKHART							1			
23040727188	201 S DIVISION, BRISTOL	1									
23040727118	21870 ST RD 120, ELKHART			1							
23040727108	53586 CO RD 27, BRISTOL S/A 20			1							
23040727087	309 CHESTNUT ST, BRISTOL	1									
23040727078	102 E VISTULA, BRISTOL	1									
23040627014	51103 VAN DR, BRISTOL			1							
23040626977	411 W VISTULA, BRISTOL	1									
23040526537	502 BLOOMINGDALE DR, BRISTOL S/A P	1									
23040426349	1407 W VISTULA, BRISTOL	1									
23040326036	54385 BERKLEY AV, ELKHART							1			
23040325999	15660 CO RD 10, BRISTOL				1						
23040325982	57600 ST RD 13, MIDDLEBURY TWP										
23040325967	51676 CO RD 19, BRISTOL			1							
23040325903	300 E ELKHART, BRISTOL	1									
23040325857	501 BLOOMINGDALE DR, BRISTOL	1									
23040325814	15950 ST RD 120, BRISTOL			1							
23040325797	15950 ST RD 120, BRISTOL			1							
23040225777	15950 ST RD 120, BRISTOL			1							
23040225680	25828 MODRELL AV, ELKHART							1			
23040225635	19816 ST RD 120, BRISTOL S/A 3			1							
23040225626	19816 ST RD 120, BRISTOL			1							
23040125464	21252 ST RD 120, BRISTOL			1							
23040125450	52550 CO RD 131, BRISTOL				1						
23040125417	54210 EASTVIEW DR, BRISTOL			1							
23040125354	411 W VISTULA, BRISTOL	1									
23040125335	410 E VISTULA, BRISTOL	1									
23040125296	16832 CO RD 104, BRISTOL			1							
TOTAL		109	43	52	9			5			
		100%	39%	48%	8%	0%	0%	5%	0%	0%	0%

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23033125122	19375 CO RD 2, BRISTOL			1							
23033125079	304 E VISTULA, BRISTOL		1								
23033124970	20597 CO RD 6, BRISTOL			1							
23033024850	50 MAPLE ST, ELKHART		1								
23033024719	18423 US HWY 20, GOSHEN							1			
23033024715	19950 GUNDER RD, BRISTOL							1			
23033024705	603 EARTHWAY BLVD, BRISTOL		1								
23032924606	25915 FOREST HILL, ELKHART								1		
23032924539	53586 CO RD 27, BRISTOL S/A 112			1							
23032924506	10728 BARKER, MOTTVILLE????????????????										
23032924401	52473 CO RD 13, ELKHART								1		
23032924389	603 EARTHWAY BLVD, BRISTOL		1								
23032824262	53415 CO RD 9, ELKHART								1		
23032824230	603 EARTHWAY BLVD, BRISTOL		1								
23032824212	21870 ST RD 120, BRISTOL			1							
23032824168	712 S DIVISION, BRISTOL		1								
23032824108	50962 CO RD 21, BRISTOL										
23032824067	20484 CO RD 8, BRISTOL										
23032723990	53614 BRIDGEWATER CT, BRISTOL										
23032723972	807 MOTTVILLE RD, BRISTOL		1								
23032723846	13549 ST RD 120, BRISTOL										1
23032723829	53586 CO RD 27, BRISTOL S/A 112										1
23032723778	101 TOLL RD, ELKHART????????????????										
23032623699	21071 REBECCA LN, BRISTOL										1
23032623667	51600 CO RD 19, BRISTOL										1
23032623641	502 BLOOMINGDALE DR, BRISTOL S/A P		1								
23032623629	19224 CO RD 8, BRISTOL		1								
23032623606	502 BLOOMINGDALE DR, BRISTOL S/A P		1								
23032623588	19985 CO RD 8, BRISTOL										1
23032623518	18524 CO RD 23, BRISTOL										1
23032523465	53586 CO RD 27, BRISTOL S/A 34										1
23032523454	1305 W VISTULA, BRISTOL S/A 1611		1								
23032523395	53586 CO RD 27, BRISTOL S/A 101										1
23032523370	19816 ST RD 120, BRISTOL										1
23032523328	20942 ARCADIA DR, BRISTOL										1
23032523291	53586 CO RD 27, BRISTOL S/A 20										1
23032423031	21340 WILLOWVIEW DR, BRISTOL										1
23032322949	54204 ECHO LN, BRISTOL										1
23032322917	210 E VISTULA, BRISTOL		1								
23032322884	13772 CO RD 4, MIDDLEBURY										1
23032322879	19816 ST RD 120, BRISTOL										1
23032222447	15896 ST RD 120, BRISTOL										1
23032222445	16832 CO RD 104, BRISTOL										1
23032122375	15278 LARRY LEE DR, BRISTOL										1

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23032122250	50811 CO RD 15, ELKHART							1			
23032122111	15950 ST RD 120, BRISTOL			1							
23032022083	15341 WILLIAM PAUL DR, BRISTOL				1						
23032022062	15950 ST RD 120, BRISTOL			1							
23032022055	9766 OLD PORT COVE, BRISTOL	1									
23032022051	15950 ST RD 120, BRISTOL			1							
23032022044	15950 ST RD 120, BRISTOL			1							
23032021948	603 EARTHWAY BLVD, BRISTOL	1									
23032021922	53586 CO RD 27, BRISTOL S/A 101			1							
23032021919	51464 ANTONE RD, BRISTOL			1							
23032021836	51887 GLEN DR, ELKHART							1			
23031921612	1305 E VISTULA, BRISTOL S/A 511	1									
23031821499	53586 CO RD 27, BRISTOL S/A 112			1							
23031821439	20580 CO RD 2, BRISTOL			1							
23031721339	19 MAPLE ST, ELKHART	1									
23031721175	54595 MERRY DR, ELKHART			1							
23031721068	53586 CO RD 27, BRISTOL S/A 127			1							
23031620985	53586 CO RD 27, BRISTOL S/A 127			1							
23031620928	19816 ST RD 120, BRISTOL			1							
23031620869	306 E VISTULA, BRISTOL	1									
23031620858	17666 CO RD 2, BRISTOL			1							
23031520759	16832 CO RD 104, BRISTOL			1							
23031520633	54498 CO RD 17, ELKHART			1							
23031520576	18522 US HWY 20, ELKHART					1					
23031520568	1209 S DIVISION, BRISTOL	1									
23031520559	21787 SUBURBAN DR, ELKHART			1							
23031520552	502 KESCO DR, BRISTOL	1									
23031420516	502 KESCO DR, BRISTOL	1									
23031420430	51998 CO RD 133, BRISTOL				1						
23031420325	1403 PIKE DR, BRISTOL	1									
23031420297	603 EARTHWAY BLVD, BRISTOL	1									
23031420282	51963 CO RD 19, BRISTOL			1							
23031320178	50806 OAK TREE LN, BRISTOL			1							
23031320143	15950 ST RD 120, BRISTOL			1							
23031320023	2020 BLAKESLY PKWY, BRISTOL	1									
23031319995	603 EARTHWAY BLVD, BRISTOL	1									
23031319975	18500 CO RD 18, GOSHEN					1					
23031219848	15950 ST RD 120, BRISTOL			1							
23031219769	15950 ST RD 120, BRISTOL			1							
23031219745	53601 SONGBIRD WAY, BRISTOL			1							
23031219692	15685 ST RD 120, BRISTOL				1						
23031119644	905 MAPLE, BRISTOL	1									
23031119622	15950 ST RD 120, BRISTOL			1							
23031119563	909 TURTLE DR, BRISTOL	1									

Call Number	Address	Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23031119473	21930 CHRISTOPHER DR, ELKHART	M1		1							
23031119471	15950 ST RD 120, BRISTOL	M2,M1		1							
23031119463	805 N RIVER RD, BRISTOL	M1,E1,M2	1								
23031119425	508 S DIVISION, BRISTOL	E1,M2	1								
23031119419	1408 W VISTULA, BRISTOL	E1,M1,M2	1								
23031119386	15950 ST RD 120, BRISTOL	M1,E1						1			
23031019350	15950 ST RD 120, BRISTOL	M2,M1						1			
23031019277	101 TOLL RD, ELKHART????????????????????	M2,E1,M1						1			
23031019136	19816 ST RD 120, BRISTOL	M2,E1,M1						1			
23031019113	15950 ST RD 120, BRISTOL	M2,E1,M1						1			
23030919074	56500 CO RD 21, BRISTOL	BFD								1	
23030918986	807 MOTTVILLE RD, BRISTOL	EMS,E1,M1	1								
23030918938	21912 PROTECTA DR, ELKHART	M1,E1						1			
23030918894	709 W VISTULA, BRISTOL	M1	1								
23030918855	4 LAKOTA LN, BRISTOL	EMS,M2	1								
23030918854	54066 ST RD 15, BRISTOL	M1,M2						1			
23030918842	16569 ST RD 120, BRISTOL	M2						1			
23030918830	205 ILLINOIS, BRISTOL	M1,E1	1								
23030918764	15950 ST RD 120, BRISTOL	EMS,E1,M1						1			
23030818761	198 TWIN RIVER TRAIL, BRISTOL	E1,M1	1								
23030818669	198 TWIN RIVER TRAIL, BRISTOL	EMS,E1,M1	1								
23030818589	405 E ELKHART, BRISTOL	M1	1								
23030818524	51963 CO RD 19, BRISTOL	M2,E1,M1						1			
23030718179	21066 PROTECTA DR, ELKHART	M1,E1						1			
23030718142	21537 PROTECTA DR, ELKHART	E1,M1						1			
23030618006	405 E ELKHART, BRISTOL	M1	1								
23030617955	50744 OAK TREE LN, BRISTOL	M1,E1						1			
23030617835	603 EARTHWAY DR, BRISTOL	M1	1								
23030517725	56760 CO RD 31, GOSHEN	EMS,M1									1
23030517722	10308 CO RD 4, MIDDLEBURY	EMS,M1									
23030517712	50708 TEALL RD, BRISTOL	EMS,E1,M1						1			
23030517686	54576 CO RD 17, ELKHART	EMS,E1,M2						1			
23030517565	1305 W VISTULA, BRISTOL S/A 1621	E1,M2	1								
23030517557	53586 CO RD 27, BRISTOL S/A 127	M1,M2						1			
23030417498	61000 CO RD 17, GOSHEN	E1									1
23030417497	15950 ST RD 120, BRISTOL	M1,E1,M2						1			
23030417387	19816 ST RD 120, BRISTOL S/A 3	M1,M2						1			
23030417370	54915 COLONIAL RIDGE DR, BRISTOL	BFD,M2,T2						1			
23030417290	806 MAPLE, BRISTOL	BFD	1								
23030317238	15860 CO RD 4, BRISTOL	E1,M2,T2									1
23030317226	15950 ST RD 120, BRISTOL	M2						1			
23030317163	50892 CORNWALL RD, BRISTOL	M3,M2						1			
23030317151	15950 ST RD 120, BRISTOL	M2						1			
23030317138	21746 CO RD 14, ELKHART	M3								1	

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord	
23030317132	20741 ST RD 120, BRISTOL	BFD,M2			1								
23030317124	15950 ST RD 120, BRISTOL	M2			1								
23030317103	27000 ST JOSEPH VALLEY PKWY, ELKHART	M2										1	
23030317102	15950 ST RD 120, BRISTOL	M2			1								
23030317071	308 N RIVER RD, BRISTOL	BFD,M2		1									
23030316976	300 MAPLE, BRISTOL	M1		1									
23030316974	603 EARTHWAY BLVD, BRISTOL	M2		1									
23030316911	1305 W VISTULA, BRISTOL S/A 922	M2		1									
23030216843	15950 ST RD 120, BRISTOL	EMS,M2			1								
23030216769	1515 COBBLESTONE, ELKHART	M1							1				
23030216762	1004 E VISTULA, BRISTOL	M1,M2		1									
23030216676	206 W VISTULA, BRISTOL	M1,M2		1									
23030116364	1305 W VISTULA, BRISTOL	M1,BFD,M2		1									
	TOTAL		142	47	72	8	6		6		1	2	
			100%	33%	51%	6%	4%	0%	4%	0%	0%	1%	1%

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23022816063	26521 ROSELAND RD, ELKHART	E1						1				
23022715966	110 E VISTULA, BRISTOL	E1,M2	1									
23022715949	300 E ELKHART, BRISTOL	E1,M1,M2	1									
23022715924	1305 W VISTULA, BRISTOL	E1,M2	1									
23022715914	14503 ST RD 120, BRISTOL	EMS,E1,M1			1							
23022715902	15950 ST RD 120, BRISTOL	M1,E1,M2		1								
23022715846	21792 CO RD 10, ELKHART	M1		1								
23022715840	603 EARTHWAY BLVD, BRISTOL	M2	1									
23022715818	1203 S DIVISION, BRISTOL	M2	1									
23022715793	210 W VISTULA, BRISTOL	M2	1									
23022615576	53892 BARRINGTON LN, BRISTOL	M2		1								
23022615527	19245 CO RD 104, BRISTOL	M1,E1		1								
23022515324	15950 ST RD 120, BRISTOL	EMS,E1,M1		1								
23022515306	57804 S 9TH ST, ELKHART	M2										1
23022515243	1209 S DIVISION, BRISTOL	M1	1									
23022515223	603 EARTHWAY DR, BRISTOL	M1,E1	1									
23022314887	210 W VISTULA, BRISTOL	M1	1									
23022314851	19670 ST RD 120, BRISTOL	M2	1									
23022314844	410 E VISTULA, BRISTOL	M1	1									
23022314748	21931 SUBURBAN DR, ELKHART	M1,E1		1								
23022214656	14503 ST RD 120, BRISTOL	E1,M1,M2			1							
23022214565	15950 ST RD 120, BRISTOL	M1,E1,M2		1								
23022214503	18679 CO RD 104, BRISTOL	M2,M1		1								
23022114420	52922 WADE, BRISTOL	EMS,E1,M1		1								
23022114215	405 E ELKHART, BRISTOL	bfd	1									
23022114207	51887 GLEN DR, ELKHART	M1,M2						1				
23022114199	25242 PARK CT, ELKHART	M2						1				
23022014083	21425 MEADOW VIEW CT, BRISTOL	E1,M1,M2			1							
23022014080	13643 ST RD 120, BRISTOL	bfd,E1,M1				1						
23022013971	1287 EARTHWAY DR, BRISTOL	M2,M1	1									
23022013963	15905 CO RD 4, BRISTOL	M1,E1		1								
23022013907	13500 ST RD 120, MIDDLEBURY	bfd,E1,M2			1							
23021913768	18317 CO RD 2, BRISTOL	M2,E1,M1		1								
23021913688	51022 CO RD 29, BRISTOL	M2,E1			1							
23021913683	516 N ARBUTUS, ELKHART	M2,E1,M1		1								
23021913578	203 S APOLLO, BRISTOL	M2,E1	1									
23021813512	201 CHARLES, BRISTOL	M2,E1	1									
23021813504	15950 ST RD 120, BRISTOL	M1,E1,M2		1								
23021713282	396 SHERWOOD DR, ELKHART	M2,E1		1								
23021713198	53586 CO RD 27, BRISTOL S/A 35	EMS,E1		1								
23021713190	300 E ELKHART, BRISTOL	M2,bfd,E1	1									
23021612966	53424 PINEBROOK DR, BRISTOL	M1		1								
23021612961	701 TURTLE DR, BRISTOL	EMS,M2	1									
23021612800	1305 W VISTULA, BRISTOL S/A 514	M1,E1,M2	1									



Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23021512613	406 KESCO DR, BRISTOL	M2,E1	1									
23021512552	1009 MAPLE, BRISTOL	M1,E1,M2	1									
23021512538	52334 COUNTRY CT, ELKHART	BFD						1				
23021512516	206 KESCO DR, BRISTOL	M1,E1,M2	1									
23021412425	20946 CO RD 8, BRISTOL	M1,E1,M2			1							
23021412320	15950 ST RD 120, BRISTOL	M1,M2			1							
23021412310	20990 CO RD 6, BRISTOL	T2			1							
23021412290	52334 CO RD 7, ELKHART	BFD,T1						1				
23021412139	1205 WALLEYE LAND, BRISTOL	EMS,BFD,E1,M2	1									
23021312081	BONNEYVILLE MILL, BRISTOL	M2				1						
23021312060	210 W VISTULA, BRISTOL	EMS,E1,M2	1									
23021311967	15950 ST RD 120, BRISTOL	M2			1							
23021311958	15950 ST RD 120, BRISTOL	M2			1							
23021311932	21391 SYLVAN CT, BRISTOL	M2,R2			1							
23021311899	2020 BLAKESLY PKWY, BRISTOL	M2	1									
23021311863	1305 W VISTULA, BRISTOL S/A 514	M2	1									
23021311856	1305 W VISTULA, BRISTOL S/A 514	M1,M2	1									
23021311822	19245 CO RD 104, BRISTOL	EMS			1							
23021211639	50916 CORNWALL RD, BRISTOL	M1,BFD,M2			1							
23021211592	51464 ANTONE RD, BRISTOL	E1,M1			1							
23021111550	20946 CO RD 8, BRISTOL	M1,M2,T1			1							
23021111452	15556 STATE LINE RD, BRISTOL	E1,M1				1						
23021111416	53586 CO RD 27, BRISTOL S/A 112	M2,M1			1							
23021111388	51078 CO RD 29, BRISTOL	M2,M1				1						
23021011118	101 TOLL RD, ELKHART????????????????	BFD,M1,T1										
23021011054	51022 CO RD 29, BRISTOL	M1				1						
23021011041	14907 ST RD 120, BRISTOL	M2,M1				1						
23020910930	53586 CO RD 27, BRISTOL S/A 112	EMS,E1,M1			1							
23020910858	608 E VISTULA, BRISTOL	M1,BFD	1									
23020910775	207 NORTH BEND DR, BRISTOL	M1,BFD,M2	1									
23020910756	603 EARTHWAY BLVD, BRISTOL	M2,M1	1									
23020810700	54800 CO RD 27, BRISTOL	EMS,E1,M1			1							
23020810693	15950 ST RD 120, BRISTOL	M1,E1			1							
23020810640	4 BUTTERNUT CT, BRISTOL	M1,E1	1									
23020810554	53769 PHEASANT RIDGE DR, BRISTOL	M2,M1,R2			1							
23020810550	54835 CO RD 19, BRISTOL	R2,M1,T1			1							
23020810528	1209 S DIVISION, BRISTOL	M1	1									
23020810516	17090 ST RD 120, BRISTOL	R2			1							
23020810492	14302 SCOTCH PINE DR, MIDDLEBURY	BFD,M1,T1									1	
23020710332	18957 US HWY 20, BRISTOL	M1,M2					1					
23020610089	15950 ST RD 120, BRISTOL	M1,BFD			1							
23020610056	53586 CO RD 27, BRISTOL S/A 112	M1,BFD			1							
23020610023	54198 CO RD 17, BRISTOL	Bfd,M1			1							
23020610005	102 FAIRWAY AV, BRISTOL	M2,M1	1									

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23020609902	17154 CO RD 8, BRISTOL	M3,M1,T1,T2		1								
23020609900	21930 CHRISTOPHER DR, ELKHART	M2,R2		1								
23020609894	605 KESCO DR, BRISTOL	M1	1									
23020609876	51963 CO RD 19, BRISTOL	M1,E1		1								
23020509800	19560 THORBERRY LN, BRISTOL	M2,M1,T2		1								
23020509651	52519 CO RD 35, BRISTOL	M2,M1			1							
23020409488	1305 W VISTULA, BRISTOL S/A 221	EMS,BFD,M2	1									
23020409457	21468 STATE LINE RD, BRISTOL	EMS,BFD,M2		1								
23020409426	53586 CO RD 27, BRISTOL S/A 35	M2		1								
23020409387	51464 ANTONE RD, BRISTOL	M2		1								
23020309107	14907 ST RD 120, BRISTOL	M1,BFD,M2			1							
23020208979	15950 ST RD 120, BRISTOL	M2,BFD		1								
23020208864	148 TIMBERBROOK CI, ELKHART	M2,E1		1								
23020208834	9766 OLD PORT COVE, BRISTOL	M1	1									
23020208829	53414 MONTICOLA LN, BRISTOL	M2		1								
23020108746	15950 ST RD 120, BRISTOL	E1,M1,M2		1								
23020108693	53586 CO RD 27, BRISTOL S/A 112	M2		1								
23020108429	15660 CO RD 10, BRISTOL	M1,M2			1							
	TOTAL		105	35	49	13	1	5			1	1
			100%	33%	47%	12%	1%	5%	0%	0%	1%	1%

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23013108368	15950 ST RD 120, BRISTOL	EMS,M1,M2		1								
23013108365	54530 CO RD 17, ELKHART	EMS,E1,M1,M2,T1		1								
23013108355	1305 W VISTULA, BRISTOL S/A 221	E1,M2,R2	1									
23013008117	1305 W VISTULA, BRISTOL S/A 224	BFD,BFD,E1,M2	1									
23013008092	20838 ARCADIA DR, BRISTOL	M2,BFD		1								
23013008010	410 E VISTULA, BRISTOL	M2,BFD	1									
23013007932	603 EARTHWAY BLVD, BRISTOL	M2,M1	1									
23013007909	603 EARTHWAY BLVD, BRISTOL	M2	1									
23013007888	603 EARTHWAY BLVD, BRISTOL	M1,M2	1									
23012907722	1006 SWAN DR, BRISTOL	M1,M2	1									
23012807475	53586 CO RD 27, BRISTOL S/A 112	M1,E1		1								
23012807442	54824 CO RD 33, MIDDLEBURY	E1,M1			1							
23012807420	807 ST RD 15, BRISTOL	M1,E1	1									
23012707059	50934 ST RD 15, BRISTOL	M2,E1,M1		1								
23012506628	903 N DIVISION, BRISTOL	BFD,E1,M1	1									
23012506512	19224 CO RD 8, BRISTOL	E1,M1	1									
23012506478	1305 W VISTULA, BRISTOL S/A 1123	E1,M1	1									
23012406401	50905 CO RD 21, BRISTOL	M1,E1		1								
23012406313	400 S DIVISION, BRISTOL	M1,E1	1									
23012406208	54910 ST RD 15, BRISTOL	M2,E1,M1,T2		1								
23012306113	410 E VISTULA, BRISTOL	BFD,E1,M1	1									
23012305961	54091 EASTVIEW DR, BRISTOL	E1,M1		1								
23012205844	53424 PINE BROOK DR, BRISTOL	M2,E1,M1,R2		1								
23012205772	1305 W VISTULA, BRISTOL S/A 522	T1,E1,M1	1									
23012205757	BRIS S45, BRISTOL	M1	1									
23012205686	210 W VISTULA, BRISTOL	M2,M1	1									
23012205671	504 E SAINT JOSEPH, BRISTOL	M2	1									
23012205664	405 E ELKHART, BRISTOL	M2,M1	1									
23012205572	304 ELM, BRISTOL	M1,M2	1									
23012105494	54595 MERRY DR, ELKHART	EMS,M2		1								
23012105402	20223 CO RD 6, BRISTOL	M2		1								
23012105379	104 TOLL RD, ELKHART???????????????	M2,T1,T2										
23012005108	53586 CO RD 27, BRISTOL S/A 34	M2		1								
23012005064	201 CHARLES, BRISTOL	M1	1									
23012005062	303 E VISTULA, BRISTOL	M1,M2	1									
23011904971	502 BLOOMINGDALE DR, BRISTOL S/A P	M2	1									
23011904914	50948 OAK TREE LN, BRISTOL	M2		1								
23011904828	53586 CO RD 27, BRISTOL S/A 127	M1,M2		1								
23011804746	409 ILLINOIS, BRISTOL	M1,E1,M2	1									
23011804714	18766 CO RD 14, BRISTOL	EMS,M2				1						
23011804573	51311 CO RD 19, BRISTOL	R2,M2,T2		1								

Call Number	Address		Bristol	Washington	York	Jefferson	Elkhart	Oslo	Elkhart	Goshen	Middlebury	Concord
23011704339	187 CHESTNUT AV, BRISTOL	M2		1								
23011704298	603 EARTHWAY BLVD, BRISTOL	M1	1									
23011704297	51293 ANTONE RD, BRISTOL	M1,M2		1								
23011604006	19670 ST RD 120, BRISTOL	M1,M2	1									
23011503932	433 N WOOD SAGE, ELKHART	E1,M1,M2		1								
23011503861	1305 W VISTULA, BRISTOL	BFD,BFD,E1,M1,M2	1									
23011503840	15660 CO RD 10, BRISTOL	BFD,M2,T2			1							
23011503804	54200 CO RD 17, ELKHART	M2		1								
23011503711	187 CHESTNUT AV, BRISTOL	M1,E1,R2		1								
23011503690	53586 CO RD 27, BRISTOL S/A 127	M1,E1		1								
23011303301	1009 MAPLE, BRISTOL	BFD,E1,M1	1									
23011303266	102.4 TOLL RD, ELKHART????????????	M1,E1										
23011303237	19670 ST RD 120, BRISTOL	M1,E1	1									
23011303188	15905 CO RD 4, BRISTOL	M2,EMS,E1,M1		1								
23011203006	52457 CO RD 23, BRISTOL	M1,E1		1								
23011202999	11575 US HWY 20, MIDDLEBURY	EMS,M1									1	
23011202900	14087 ST RD 120, BRISTOL	M1,M2			1							
23011102751	3581 BRIDGETOWN RD, BRISTOL	M1,E1	1									
23011102733	1686 COMMERCE DR, BRISTOL	M1,E1	1									
23011102719	308 HILBISH BLVD, BRISTOL	BFD,E1,M1	1									
23011102700	53882 BARRINGTON LN, BRISTOL	E1,M1		1								
23011102681	22041 CO RD 4, ELKHART	BFD,T1						1				
23011102676	1725 COMMERCE DR, BRISTOL	M1,BFD,E1	1									
23011002599	51865 MEADOW CREEK DR, ELKHART	BFD						1				
23011002552	17191 ST RD 120, BRISTOL	BFD,E1,M1,T1		1								
23011002477	15439 FOXTAIL DR, BRISTOL	M2			1							
23011002469	19670 ST RD 120, BRISTOL	M1	1									
23011002388	51687 CO RD 133, BRISTOL	M2			1							
23011002357	16832 CO RD 104, BRISTOL	M2,E1,M1		1								
23011002349	21621 CO RD 8, BRISTOL	M1,E1		1								
23010902285	16172 STATE LINE RD, BRISTOL	EMS		1								
23010902196	705 MAPLE, BRISTOL	M1,M2	1									
23010902187	53107 PINE BROOK DR, BRISTOL	M1		1								
23010902095	16832 CO RD 104, BRISTOL	M1,E1,R2		1								
23010802012	406 N DIVISION, BRISTOL	E1,M1,M2	1									
23010802010	18317 CO RD 2, BRISTOL	M1,E1		1								
23010801956	53323 TRENTON LN, BRISTOL	M1,E1		1								
23010801897	52506 CO RD 15, ELKHART	M1,T1						1				
23010701726	605 W HAWTHORNE, ELKHART	E1,M1		1								
23010601474	409 S WOOD SAGE, ELKHART	M1,E1,M2		1								
23010601430	450 N WOOD SAGE, ELKHART	M1		1								

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23010601427	51022 CO RD 29, BRISTOL	M1,E1,M2			1							
23010601370	17090 ST RD 120, BRISTOL	EMS		1								
23010601290	52998 CO RD 17, BRISTOL	M2		1								
23010601282	21468 STATE LINE RD, BRISTOL	M1,M2		1								
23010501196	21454 SHANNON CT, BRISTOL	M1		1								
23010501194	51425 CO RD 123, BRISTOL	M2		1								
23010501141	15341 WILLIAM PAUL DR, BRISTOL	BFD			1							
23010501137	19670 ST RD 120, BRISTOL	M1,M2	1									
23010501135	17090 ST RD 120, BRISTOL	BFD,M2,T1,T2		1								
23010501049	51030 VAN DR, BRISTOL	M2		1								
23010401023	15950 ST RD 120, BRISTOL	M2		1								
23010400933	54561 MEADOW BANK LN, ELKHART	BFD,T2						1				
23010400924	16510 ST RD 120, BRISTOL	M2,BFD		1								
23010400819	805 N RIVER RD, BRISTOL	EMS,M1,M2	1									
23010400803	50744 OAK TREE LN, BRISTOL	EMS,M2		1								
23010300663	9766 OLD PORT COVE, BRISTOL	M1,M2	1									
23010300557	15430 WILLIAM PAUL DR, BRISTOL	M1,M2			1							
23010300512	53355 BELLHURST DR, BRISTOL	M1,M2,R2		1								
23010200473	405 E ELKHART, BRISTOL	M2	1									
23010200432	502 BLOOMINGDALE DR, BRISTOL S/A T	M1,M2	1									
23010200425	51334 CO RD 19, BRISTOL	M1,M2		1								
23010200332	21884 SUBURBAN DR, ELKHART	M2		1								
23010200323	17643 CO RD 10, BRISTOL	E1,M2,T2		1								
23010100135	20580 CO RD 2, BRISTOL	E1,M1		1								
23010100110	16832 CO RD 104, BRISTOL	M1,E1		1								
23010100087	21870 ST RD 120, ELKHART	E1,M1		1								
23010100012	16832 CO RD 104, BRISTOL	M1,E1,R2		1								
	TOTAL		107	40	53	8	1	4			1	
			100%	37%	50%	7%	1%	0%	4%	0%	0%	1%
												0%