



TOWN COUNCIL REGULAR MEETING

Thursday, November 07, 2024 at 7:00 PM

Livestream viewing link and meeting materials are available on Town Website <https://bristol-in.municodemeetings.com/>

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES
 - a. Approval of Council Meeting minutes of October 17, 2024

REPORTS

7. TOWN MANAGER

- [a.](#) Resolution No. 11-07-2024-11 AIM Medical Trust
- b.** Town Manager project updates:
Howard property and I and M easement correction

8. CLERK-TREASURER

- [a.](#) Motion to waive the second reading and adopt Amended Salary Ordinance 11.07.2024-25 on first reading.
Change the title of Lieutenant to Chief Deputy, add new hire - Vincent Ambrose and put possible second new hire into alignment, Rehire - Cody Simon, and increase Officer Chandler Pittman's hourly rate.
- [b.](#) 2025 Meeting dates for Council and Park Board

- c.** Motion to approve the first reading with permission to publish of the Notice to Taxpayers of Additional Appropriations in the amount of \$297,205.95.

Intelli street lights \$66,517.41, Contractual Services \$50K and Water Meter Improvements (ARP - the remainder of our American Rescue Plan funds) \$180,688.54

- d.** Note: petition submitted for \$246,058, approved with a modification to \$245,838

9. TOWN MARSHAL

- a.** Introduction of New Officer
- b.** Other topics

10. TOWN ATTORNEY

11. NEW BUSINESS

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

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

13. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

November 19: work session. Main street property discussion

November 21: Council meeting

14. MOTION TO ADJOURN

RESOLUTION NO. 11-07-2024 - 11

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL INDIANA
ADOPTING THE SECOND AMENDED AND RESTATED AGREEMENT AND
DECLARATION OF TRUST OF THE AIM MEDICAL TRUST**

WHEREAS, the Town of Bristol (“Participating Employer”) elects to participate in the Aim Medical Trust effective January 1, 2025; and

WHEREAS, the Trustees adopted the Second Amended Agreement and Declaration of Trust of the Aim Medical Trust, a true and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, Section 11.7 of the Second Amended and Restated Agreement and Declaration of Trust requires that a governing body of the Participating Employer adopt a resolution memorializing the Participating Employer’s adoption of the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust; and

WHEREAS, the Town Council desires to adopt the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

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

Section 1. The Second Amended and Restated Agreement and Declaration of Trust, a copy of which is attached hereto as Exhibit A, is hereby adopted by the Town Council of the Town of Bristol.

Section 2. This Resolution shall be effective immediately upon passage and receipt of any necessary approvals or any necessary publication if required by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL THIS ____ DAY OF _____, 2024.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

4875125v1

EXHIBIT A:
SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF THE
TRUST OF THE AIM MEDICAL TRUST

SECOND AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST
OF THE AIM MEDICAL TRUST

THIS SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is effective on the 1st day of January, 2018.

WITNESSETH:

WHEREAS, the Indiana Association of Cities and Towns desired to assist its membership in managing the increasing costs of medical insurance;

WHEREAS, Indiana law permits two or more local public employers to establish a common and unified plan of group insurance for employees, including retired local employees (Indiana Code § 5-10-8-5);

WHEREAS, the Indiana Association of Cities and Towns formed a bipartisan oversight committee to investigate the creation of a cooperative health benefit arrangement for its members;

WHEREAS, the following individuals provided dutiful service on the committee: Larry Breese, Clerk Treasurer of the City of Greenfield; Diana Cordray, Clerk-Treasurer of the City of Carmel; John Dennis, Mayor of the City of West Lafayette; John Ditslear, Mayor of the City of Noblesville; Ted Ellis, Mayor of the City of Bluffton; Shawna Girgis, Mayor of the City of Bedford; Matt Greller, Executive Director of the Indiana Association of Cities and Towns; Cecilie Hendrix, Human Resources Director of the Town of Fishers; Allan Kauffman, Mayor of the City of Goshen; Sharon McShurley, Mayor of the City of Muncie; Jeff Rea, Mayor of the City of Mishawaka; Tony Roswarski, Mayor of the City of Lafayette; Bill Schmitt, Mayor of the City of Jasper; and Ernie Wiggins, Mayor of the City of Warsaw;

WHEREAS, the committee developed a cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns to be known as the IACT Medical Trust;

WHEREAS, the IACT Medical Trust commenced operations on January 1, 2010 with five original members: the City of Angola, the Town of Highland, the City of Lafayette, the City of Mishawaka and the Indiana Association of Cities and Towns;

WHEREAS, several municipalities subsequently joined the IACT Medical Trust;

WHEREAS, the IACT Medical Trust was subsequently renamed the Aim Medical Trust;

WHEREAS, the Trustees, pursuant to Section 11.1, have the authority to amend the Amended Agreement and Declaration of Trust of the Aim Medical Trust;

WHEREAS, the Trustees have concluded that certain amendments to the Amended Agreement and Declaration of Trust of the Aim Medical Trust are appropriate;

NOW THEREFORE, the Trustees amend and restate the Amended Agreement and Declaration of Trust of the Aim Medical Trust as follows:

ARTICLE I
DEFINITIONS

The following definitions shall govern the following terms for the purpose of this Trust Agreement, unless the covenants state otherwise:

1.1 “Annual Meeting” means a meeting open to all Trustees that shall occur each year on or before December 1.

1.2 “Eligible Employee” means:

- (a) An elected or appointed official of a Participating Employer; or
- (b) An employee of a Participating Employer who satisfies the eligibility requirements established by the Participating Employer.

1.3 “Fiscal Year” shall begin on the first day of January and end at the close of December.

1.4 “Founding Participating Employers” shall mean the City of Angola, the Town of Highland and the City of Lafayette.

1.5 “Large Participating Employer” shall mean any Participating Employer that employs at least three hundred (300) individuals.

1.6 “Majority Vote” shall mean an affirmative vote of a majority of the Trustees with voting privileges in attendance at the Annual Meeting or other scheduled meeting of the Trust.

1.7 “Municipality” shall mean a city or town.

1.8 “Participating Employer” includes Accelerate Indiana Municipalities, the Municipalities listed on Appendix A and any Municipality that subsequently adopts this Trust Agreement. Appendix A shall be updated from time to time by the Director of Trust Operations to reflect the current list of Participating Employers. A Municipality that fails to remain a member in good standing of the Accelerate Indiana Municipalities may be expelled pursuant to Section 8.5.

1.9 “Retired Employee” means:

- (a) A former employee who qualifies for a benefit under Indiana Code § 5-10-8-2.6(e), § 5-10-8-2.2(g) or any similar or successor statutes; or
- (b) A former employee who meets the group insurance participation requirements for retired employees established by the Participating Employer’s personnel policy.

1.9 “Trust” shall mean the Aim Medical Trust.

1.10 “Trust Agreement” means this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust, as it may be amended from time to time.

1.11 “Trustee” shall mean an appointed or elected individual as set forth in Article IV.

1.12 A “Quorum” is one more than half of the Trustees.

ARTICLE II
CONTINUATION OF TRUST

2.1 Continuation of Trust. The settlors, otherwise known as the Participating Employers, reaffirm and continue the Trust. The Participating Employers may transfer to the Trust such other property, whether real or personal, tangible or intangible, as may be permitted by law. The Trustees agree to hold such property, and accretions and additions thereto from whatever source, subject to the terms and provisions of this Trust Agreement.

2.2 Trust Name. The name of the Trust is the Aim Medical Trust.

2.3 Purpose. This Trust is established for the purpose of providing medical, dental, vision, life, disability and other benefit coverages and related administrative services for the benefit of persons who may from time to time be beneficiaries hereunder.

2.4 Trust Assets. The Trustees shall hold and disburse all monies received from any Participating Employer under this Trust Agreement, and any other monies and property which may come into their hands hereunder, according to the powers and duties and for the purposes set out in this Trust Agreement.

2.5 Permissible Forms of Coverage. This Trust is authorized to provide medical, dental, vision, life, disability and other benefit coverages for Eligible Employees, Retired Employees and their respective dependents. Any life or disability coverages offered through the Trust shall be fully insured policies.

2.6 Regulation by the Indiana Department of Insurance. The Trust is subject to regulation by the Indiana Department of Insurance pursuant to Ind. Code § 27-1-34-1 *et seq.* The Trust is not an insurance company.

ARTICLE III
PREMIUM CONTRIBUTIONS AND COVERAGE OBLIGATIONS

3.1 Premium Contributions. Each Participating Employer shall pay its required premium contribution to the Trust on or before the tenth (10th) day of each month. A Participating Employer that fails to pay its required premium contribution on or before the tenth (10th) day of each month may be required to pay interest at the rate of three percent (3%) in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum, on all amounts due and unpaid. The Trustees shall also charge such Participating Employer any costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection.

3.2 Coverage Obligation. Each Participating Employer is required to provide medical coverage to its Employees exclusively through this Trust unless other medical coverage is approved by Majority Vote. The requirement set forth in this Section 3.2 is intended to minimize the risks of adverse selection.

ARTICLE IV
DURATION AND TERMINATION OF TRUST

4.1 Term: The Trust shall continue until terminated by Majority Vote. In the event that a Majority Vote resolves to terminate the Trust, the Trust will continue past the date of the Trustees action to terminate this Trust and will terminate not less than sixty (60) days from the date of the Trustees' termination action. Notwithstanding any provision to the contrary, if the

Trust shall violate any rule against perpetuities, accumulation or other similar law, the Trustees are hereby directed to terminate such Trust on the date limited by such rule or law.

4.2 Termination. In the event of termination of the Trust, the Trustees shall apply all funds to pay any and all obligations of the Trust. Any remaining funds shall be distributed to eligible Participating Employers in a manner as set forth below.

(a) A Participating Employer shall be entitled to its proportionate share of any remaining Trust funds upon termination of the Trust provided that: (i) the Participating Employer commenced participation in the Trust prior to November 29, 2017; (ii) the Participating Employer has completed five (5) years of participation in the Trust; or (iii) the Participating Employer makes a material financial contribution to the Trust specifically designated as a reserve contribution and enters into a separate agreement with the Trust pertaining to Trust funds that is approved by an affirmative vote of three-quarters (3/4) of the Trustees.

(b) A Participating Employer's proportionate share of any remaining Trust funds shall be based upon the Participating Employer's relative percentage of premiums paid to the Trust during the six (6) month period prior to the termination of the Trust. Any premiums paid by Participating Employers that are not eligible to receive Trust funds under subsection (a) shall be excluded from the calculation.

(c) Any Participating Employer that does not satisfy the requirements set forth in subsection (a) above shall not be entitled to any portion of the Trust funds upon termination of the Trust.

(d) All Participating Employers, regardless of the date that the Participating Employer entered into the Trust, shall be responsible if the Trust is unable to fulfill its financial

obligations upon termination. In the case of any deficit, each Participating Employer shall be assessed in proportion to its percentage of total premium payable during the previous six (6) month period. For illustrative purposes only, assume that a Participating Employer contributed twenty percent (20%) of the total premium paid to the Trust during the prior six (6) month period. In the event of a deficit, the Participating Employer would be responsible for twenty percent (20%) of the total supplementary payment. Alternatively, the Trustees may require that any supplementary payments be made by each Participating Employer according to any other equitable formula.

ARTICLE V
TRUSTEES

5.1 Composition of Board of Trustees. The Board of Trustees shall consist of a minimum of twelve (12) and a maximum of eighteen (18) Trustees. The Trustees shall have sole discretion to determine the aggregate size of the Board of Trustees within the range set forth in this Section 5.1. The Trustees shall also determine the number of Trustees appointed or elected pursuant to subsection 5.1(a) and appointed or serving in an *ex officio* capacity pursuant to subsection 5.1(b). The number of Trustees appointed or elected pursuant to subsection 5.1(a) shall be equal to the number of Trustees set forth under subsection 5.1(b).

(a) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or elected as follows:

- i. Each of the Founding Participating Employers shall be entitled to appoint one (1) Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(i) must be an official or employee of the Founding Participating Employer and shall serve an indefinite term. In the event that a Trustee appointed pursuant to this

subsection 5.1(a)(i) resigns or ceases to be an official or employee of the Founding Participating Employer, a successor Trustee shall be appointed by the Founding Participating Employer.

ii. A maximum of four (4) Trustee positions shall be reserved for Large Participating Employers under subsection 5.1(a). The Trustees shall determine how many Trustee positions shall be filled pursuant to this Section 5.1(a)(ii). The Trustees shall provide notification to a Large Participating Employer that is entitled to appoint a Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(ii) must be an official or employee of the Large Participating Employer and shall serve a one (1) year term. The Trustee may be appointed to unlimited successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(a)(ii) resigns or ceases to be an official or employee of the Large Participating Employer, a successor Trustee shall be appointed by the Large Participating Employer.

iii. Subject to the aggregate maximum for subsection (a), one or more of the Trustees shall be elected by the Participating Employers that are Municipalities. Each Trustee elected pursuant to this subsection 5.1(a)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be elected to unlimited successive terms. In the event that a Trustee elected pursuant to this subsection 5.1(a)(iii) resigns

or ceases to be an official or employee of the Participating Employer, a successor Trustee shall be appointed by the same Participating Employer to serve the remainder of the term.

(b) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or serve in an *ex officio* capacity as follows:

- i. One (1) Trustee shall be an independent financial expert appointed by Accelerate Indiana Municipalities. The Trustee appointed pursuant to this subsection 5.1(b)(i) shall be a certified public accountant. The Trustee shall serve one year terms and is eligible for reappointment annually.
- ii. One (1) Trustee shall be the Chief Executive Officer of Accelerate Indiana Municipalities. This Trustee shall serve in an *ex officio* capacity coextensive with his/her employment as Chief Executive Officer of Accelerate Indiana Municipalities.
- iii. Subject to the aggregate maximum for subsection (b), one or more Trustees shall be appointed by Accelerate Indiana Municipalities. Each Trustee appointed pursuant to this subsection 5.1(b)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be appointed to a maximum of three successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(b)(iii) resigns or ceases to be an official or employee of a Participating Employer, a successor

Trustee shall be appointed by the Accelerate Indiana Municipalities to serve the remainder of the term.

5.2 Compensation and Expenses. Trustees shall receive no compensation for their services as Trustees. The Trustees shall be reimbursed by the Trust for all reasonable and necessary expenses which the Trustees may incur in the performance of their duties.

5.3 Liability of Trustees. It is the intention of the settlors (and consistent with the purposes of the Trust) that the Trustees carry out their duties without liability for the actions of others, including other Trustees, predecessor Trustees, agents, attorneys, employees, consultants, independent contractors or insurance carriers. No Trustee shall be liable or responsible for any acts or defaults of any other Trustee or predecessor Trustee, or for failing to compel any other Trustee not to breach the Trust, or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to his becoming a Trustee, nor shall any successor Trustee be required to inquire into or take any notice of the prior administration of the Trust, compel a predecessor Trustee to deliver Trust property, or compel a predecessor Trustee to redress a breach of trust made by the predecessor Trustee. No Trustee acting hereunder shall be liable for any mistake in judgment or other action taken or omitted by him in good faith, nor for the acts of any insurance carrier, agent, consultant, employee, independent contractor or attorney; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such under the Trust. Trustees shall not be liable for claims brought by third parties for injuries suffered in connection with the Trust. Trustees shall not be liable for not complying with the prudent-investor rule stated in Indiana Code § 30-4-3.5-1 *et seq.* or any successor statutes; nor shall any Trustee be liable for loss incurred through the investment of Trust funds or failure to invest Trust funds. Trustees shall not be responsible

for the adequacy of contributions to the Trust that may be required to meet or pay the obligations of the Trust.

5.4 Indemnification of Trustees. In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Trust shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Trust that may be brought by a Participating Employer or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Trust.

5.5 Meetings. The Trust shall conduct one Annual Meeting. It is anticipated that the Trust shall conduct at least three other meetings each calendar year. The Trust shall also hold such special meetings at such time and place as may be called by the Trust president. A Quorum shall be necessary to conduct business.

ARTICLE VI
POWERS AND DUTIES OF THE TRUSTEES

6.1 Owners of Assets. The Trustees shall, subject to the Trust hereby created, be the owners of the assets held in Trust pursuant to this Trust Agreement and shall be entitled to exercise each and every incident of ownership not inconsistent therewith including, by way of illustration only and not by way of limitation, the power to sell or assign any assets, to receive surplus derived from contracts, to receive income and capital gains on assets, to receive payments of any kind which may be made on assets and to convert from one to another.

6.2 Service Providers. The Trustees shall be permitted to engage in any and all efforts deemed reasonable and appropriate to continue to operate a cooperative health benefit arrangement for Indiana Municipalities. Such efforts may include, but shall not be limited to,

contracting with actuaries, accountants, attorneys, clinic administrators, consultants, insurance companies, stop-loss carriers, wellness consultants or other vendors.

6.3 Full and Exclusive Authority. The Trustees shall have full and exclusive authority to administer the Trust in accordance with the terms and conditions hereof.

6.4 Interpretation of Trust Agreement. The Trustees will have full power and authority to construe the provisions of this Trust Agreement. Any such construction of this Trust Agreement shall be binding upon all parties hereto.

6.5 Governance. The Trustees shall have the responsibility and the power to make rules and regulations for the government, management, and administration of the Trust to carry out the provisions of this Trust Agreement.

6.6 Other Powers. In addition to the specific powers enumerated herein, the Trustees and the Trustees' successors are hereby granted all the powers accorded Trustees under the Indiana Trust Code, as amended from time to time, except as to matters pre-empted by federal law. Furthermore, the Trustees shall have the authority to do all acts, whether or not expressly authorized, which may be necessary or proper for the protection of the property held hereunder or for the carrying out of any duty under this Trust Agreement, provided such acts are not in direct conflict with the terms of this Trust Agreement or applicable federal or state law.

6.7 Voting. All Trustees shall be afforded one (1) vote except the Aim Chief Executive Officer. The Trustees are encouraged to resolve all material issues impacting the Trust by consensus; however, in the event that consensus is not possible, the Trustees are authorized to act upon a Majority Vote except as otherwise noted by this Trust Agreement.

ARTICLE VII ACCOUNTS, INVESTMENTS AND AUDIT

7.1 Accounts. The Trust shall establish and maintain such bank accounts as the

Trustees, from time to time, shall determine to be proper. All premium contributions and other monies received on behalf of the Trust shall be remitted to the depository bank or banks for deposit within two (2) business days of receipt.

7.2 Investments. The Trustees shall have the power and discretion to invest and reinvest any property of the Trust, which they consider not to be required for current expenditures, in federally insured savings accounts, certificates of deposit, money market accounts, or in bonds or other obligations of the United States or any other investments permitted by law, and may sell or otherwise dispose of any such investments at any time and from time to time as they see fit, subject only to any applicable legal and administrative regulations. Accordingly, the Trustees may invest any assets of the Trust that, in their sole and absolute discretion, are not required for current expenditures, in any form of investment permitted by Indiana law for governmental entities, and to sell or otherwise dispose of any such assets from time to time as the Trustees see fit. It is further acknowledged and understood that all investment authority regarding the Trust's assets shall reside with the Trustees and their designated representatives.

7.3 Annual Audit. The Trustees shall retain a certified public accountant to conduct an annual audit of the financial affairs of the Trust. This audit shall be filed with the Indiana Department of Insurance and a copy shall be furnished to each Participating Employer.

ARTICLE VIII
ADDITION, WITHDRAWAL AND EXPULSION

8.1 New Participating Employers. New Participating Employers may join the Trust upon a Majority Vote. New Participating Employers may be admitted subject to the payment of such sums or the imposition of such conditions as shall be established at the time an offer of participation in the Trust is made. New Participating Employers shall be required to serve an

initial participation period of at least three (3) years. New Participating Employers may also be required to enter into a participation agreement with the Trust.

8.2 Withdrawal. No Participating Employer may withdraw from the Trust prior to the conclusion of its initial three (3) year participation period. Thereafter, a Participating Employer may withdraw from participation in the Trust effective the first day of any Fiscal Year by delivering written notice of the withdrawal to the Trust and Accelerate Indiana Municipalities at least eight (8) months prior to the first day of that Fiscal Year. A Participating Employer shall pay to the Trustees all assessments due and payable preceding the effective date of the withdrawal. A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding the foregoing, the Trust shall pay claims of the withdrawing Participating Employer incurred prior to date of such withdrawal but not reported until after said Participating Employer has withdrawn from the Trust, provided that the Participating employer properly withdraws from the Trust in accordance with this Section 8.2. The Trust shall not pay the incurred but not reported (IBNR) claims of any Participating Employer that withdraws from the Trust in violation of this Section 8.2. Those IBNR claims shall be the sole responsibility of the Participating Employer that withdrew in violation of the Trust Agreement.

8.3 Rescission of Notice of Withdrawal. A Participating Employer that has given written notice of withdrawal to the Trust may rescind said notice within ninety (90) days after delivery of said notice of withdrawal. Such rescission shall be effective only if it is approved by a vote of two-thirds (2/3) of the Trustees with voting privileges. If written request to rescind is delivered more than ninety (90) days after notice of withdrawal was provided, but prior to the effective date of withdrawal, the withdrawal notice shall be rescinded only upon written approval

by ninety percent (90%) of the Trustees with voting privileges.

8.4 Consequences of Withdrawal. A Participating Employer that withdraws from the Trust may not be readmitted to the Trust for three (3) years following the effective date of its withdrawal. If a Municipality previously withdrew from the Trust in violation of Section 8.1, the Municipality shall not be readmitted to the Trust unless the Municipality compensates the Trust for the economic damages sustained by the Trust in connection with the prior impermissible withdrawal.

8.5 Expulsion. By the vote of at least two-thirds (2/3) of the entire membership of the Trustees, if a hearing is requested, any Participating Employer may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the Trust.
- (b) Failure to remain a member in good standing with Accelerate Indiana Municipalities.
- (c) Failure to furnish full cooperation with the Trust's attorneys or any agent, employee, officer or independent contractor of the Trust relating to the purpose and powers of the Trust.
- (d) Failure to comply with the terms of this Trust Agreement, including, but not limited to, the obligation to provide medical coverage exclusively through this Trust.
- (e) Failure to carry out any obligation of a Participating Employer which impairs the ability of the Trust to carry out its purpose or powers.

No Participating Employer may be expelled except after written notice from the Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The notice shall specify that the Participating Employer shall be expelled unless

the failure is cured and the date upon which expulsion shall occur if no hearing is requested. The Participating Employer, in writing, may request a hearing before the Trust. The request shall be made prior to the date by which the failure is to be cured. The date for the hearing will be set by the Trust president, who shall call for a Trust meeting to take place. The date for a hearing shall not be less than seven (7) days after the expiration of the time to cure has passed. A decision by the Trust to expel a Participating Employer after notice and hearing and a failure to cure the alleged defect shall be final unless the Trust shall be found by a court to have committed a gross abuse of discretion. After a hearing, the Trustees may establish the date at which the expulsion of the Participating Employer shall be effective at any time not less than forty (40) days after the vote expelling the Participating Employer has been made by the Trustees. If the expulsion is for a failure to make payments due to the Trust the effective date of the expulsion may be at any time after the vote expelling the Participating Employer. Also, if the date of expulsion is less than forty (40) days before the beginning of the next fiscal year, the Trust may expel at the end of the fiscal year. If the motion to expel the Participating Employer made by the Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place forty (40) days after the vote expelling the Participating Employer, or at the beginning of the next fiscal year, whichever date is sooner. After expulsion, the former Participating Employer shall continue to be fully obligated for all obligations which were created during the term of its membership as if it was still a Participating Employer of the Trust.

ARTICLE IX ACCESS TO CLAIMS EXPERIENCE

9.1 Right of Participating Employer to Claims Experience. Each Participating Employer shall be entitled to access its individual claims experience upon written request by the Mayor or chief official of the Participating Employer.

9.2 Rights of Beneficiaries to Information Relating to the Administration of the Trust.

Employees and other individual beneficiaries of the Trust shall have the right to access and amend their own protected health information to the extent set forth by the HIPAA Privacy Rule. Employees and other individual beneficiaries of the Trust shall also be entitled to review aggregate, de-identified claims information relating to beneficiaries of the entire Trust. However, except as approved by an affirmative vote of the Trustees, employees and other individual beneficiaries shall not be entitled to information concerning any other matter related to the administration of the Trust and shall not have the right to inspect the Trust property, the Trustees' accounts, or any other documents concerning the administration of the Trust, including, but not limited to, claims experience of some or all beneficiaries who receive medical coverage through a specific Participating Employer. For example, an employee of a Participating Employer is not entitled to review or receive the claims experience, whether de-identified or not, of some or all beneficiaries who receive medical coverage through his/her Participating Employer.

ARTICLE X
MEWA FINAL RULE

10.1 Fully Assessable Contract. This is a fully assessable contract. In the event the Trust is unable to pay its obligations, Participating Employers will be required to contribute through equitable assessments the money necessary to meet any unfulfilled obligations.

10.2 Examinations by Indiana Department of Insurance. The Commissioner of the Indiana Department of Insurance or any person appointed by the Commissioner shall have the power to examine the affairs of the Trust and, for such purposes, shall have free access to all the books, records, and documents that relate to the business of the Trust and may examine under

oath its Trustees or directors, officers, agents, and employees in relation to the affairs, transactions, and conditions of the Trust. Expenses of the examination shall be paid for by the Trust as provided in Indiana Code § 27-1-34-6. The examination shall be conducted in accordance with Indiana Code § 27-1-3.1 and may cover financial or market conduct issues.

ARTICLE XI
MISCELLANEOUS

11.1 Amendment. This Trust Agreement may be amended in writing at any time by an affirmative vote of ninety percent (90%) of Trustees with voting privileges in attendance at a scheduled meeting of the Trustees.

11.2 Governing Law. This Trust is created and accepted in the State of Indiana and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Indiana, except as to matters governed by federal law. Unless otherwise decided by Majority Vote, all disputes shall be litigated in Marion County, Indiana.

11.3 Rule Against Perpetuities. Notwithstanding any provisions herein to the contrary, if the Trust created hereunder shall violate any rule against perpetuities or accumulations or other similar law, the Trustees are hereby directed to terminate the Trust on the date limited by such rule of law, and to make terminating distributions as provided in Section 4.2.

11.4 Tax-Exempt Status. The Trust is an organization formed, operated and funded by political subdivisions to pool their health insurance risks. The Trust is intended to qualify for exemption from federal taxation under section 115(1) of the Internal Revenue Code of 1986, as amended. See Revenue Ruling 90-74.

11.5 Specific Provisions. Should any provision of this Trust Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other

provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the plan.

11.6 Persons Dealing With The Trustees. No person, firm or corporation dealing with the Trustees shall be obligated to see to the application of any property of the Trust, or be obligated to see that the terms of the Trust have been complied with, or be obligated to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by any Trustees shall be conclusive in favor of any person, firm or corporation relying thereon, that:

(a) At the time of delivery of said instrument the Trust was in full force and effect.

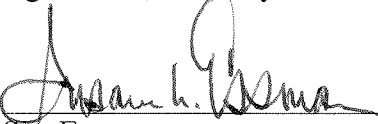
(b) Said instrument was effected in accordance with the terms and conditions of this Trust Agreement, and

(c) The Trustee or Trustees, as the case may be, were duly authorized and empowered to execute such instrument.


11.7 Adoption by Participating Employers. Each Participating Employer shall adopt this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust and shall abide by the terms and conditions thereof, as it may be amended from time to time. Such adoption shall be memorialized by a binding resolution of a governing board of the Participating Employer. The binding resolution shall be approved in public session in compliance with law.

11.8 Execution in Counterparts. This Trust Agreement may be signed in multiple counterparts, and each counterpart shall be deemed part of a single, integrated instrument.

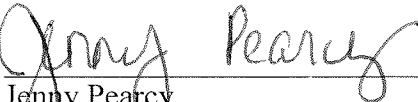
IN WITNESS WHEREOF, the Trustees unanimously approved the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust during the November 29, 2017 scheduled meeting. The Trustees agree to abide by the terms and conditions of the Trust Agreement, as it may be amended from time to time.


Sue Essman
City of Angola

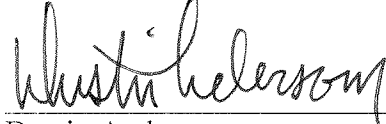

Mayor Tony Roswarski
City of Lafayette

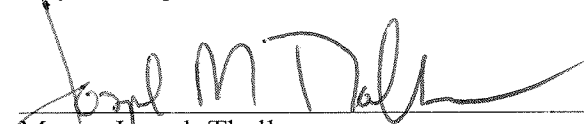

Caroline Shaw
City of Bloomington



Jim Mann
City of Monticello



Jenny Pearcy
Town of Danville



Bill Oeding
City of Valparaiso


Dustin Anderson
Town of Munster


Mayor Joseph Thallemer
City of Warsaw


Mayor Chuck Fewell
City of Greenfield


Gary Malone, CPA


Michael Griffin
Town of Highland


Matthew Greller, *Ex Officio*
Accelerate Indiana Municipalities

3316271v2

TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
SALARY ORDINANCE NO. 12-07-2023 - 30

Section 8, Item a.

WHEREAS the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2024; and

WHEREAS the Town of Bristol Town Council has reviewed the financial condition of the Town for purposes of arriving at proposed total compensation to include salaries and benefits that are fiscally responsible, and which are fair, just, and equitable to its employees.

NOW THEREFORE BE IT ORDAINED by the Town of Bristol Town Council, that the total compensation for its elected officials and employees for January 1, 2024, through December 31, 2024, or from the date amended through December 31, 2024, shall be as follows:

2024 BASE PAY RATE SCHEDULE

| TITLE | CLASSIFICATION | BASE PAY RATE | BUDGETED FUNDS |
|--|-----------------------------------|--------------------------------------|-------------------|
| Town Council President | Elected Official Stipend | \$2,383.50 paid in June and December | 100% General Fund |
| Town Council Member(s) | Elected Official Stipend | \$2,121.00 paid in June and December | 100% General Fund |
| Park Board Member(s) | Appointed Official Stipend | \$975.00 paid in December | 100% Park Fund |
| Town Manager [MY] | Exempt Full-Time | \$2,856.27 biweekly | 100% General Fund |
| Clerk-Treasurer [CA] | Elected Official Exempt Full-Time | \$2,634.62 biweekly | 100% General Fund |
| Deputy Clerk / Assistant Town Manager [JS] | Nonexempt Full-Time | \$30.00 per hour | 100% General Fund |
| Utility Clerk [DT] | Nonexempt Full-Time | \$18.00 per hour | 100% Water Fund |
| Town Marshal [SP] | Exempt Full-Time | \$3,538.46 biweekly | 100% Police Fund |
| Sergeant [AD] | Nonexempt Full-Time | \$41.83per hour | 100% Police Fund |
| Chief Deputy [DL] | Nonexempt Full-Time | \$43.27per hour | 100% Police Fund |
| Detective [NR] | Nonexempt Full-Time | \$38.46 per hour | 100% Police Fund |
| Corporal [KH] | Nonexempt Full-Time | \$40.87per hour | 100% Police Fund |
| Deputy Police Officer [JL] | Nonexempt Full-Time | \$33.17per hour | 100% Police Fund |

**TOWN OF BRISTOL, INDIANA
 AMENDED SALARY ORDINANCE 11-07-2024-25
 SALARY ORDINANCE NO. 12-07-2023 - 30**

| | | | |
|--|----------------------|--|--------------------------------------|
| Deputy Police Officer [CP] | Nonexempt Full-Time | \$27.89 per hour \$29.81 per hour | 100% Police Fund |
| Deputy Police Officer [VA] | Nonexempt Full-Time | \$29.81 per hour | 100% Police Fund |
| Deputy Police Officer [CS] | Nonexempt Full-Time | \$31.73 per hour | 100% Public Safety Fund |
| Deputy Police Officer [GS] | Nonexempt Full-Time | \$37.50 per hour | 100% Public Safety Fund |
| Ordinance Officer [RC] | Nonexempt Part-Time | \$24.04 per hour | 100% Police Fund |
| Police Department Clerical Personnel [AA] | Nonexempt Full-Time | \$24.04per hour | 100% Police Fund |
| Street Department Employee – 1 [WB] | Nonexempt Full-Time | \$32.05 per hour | 100% General Fund |
| Street Superintendent – 2 [EF] | Nonexempt Full-Time | \$30.00 per hour | 100% General Fund |
| Street Department Employee – 3 [JR] | Nonexempt Full-Time | \$26.52 per hour | 100% General Fund |
| Utility Superintendent [TM] | Nonexempt Full -Time | \$37.08 per hour | 65 % Wastewater Fund 35 % MS4 |
| Utility Employee – 3 [KB] | Nonexempt Full-Time | \$28.25 per hour | 100% Wastewater Fund |
| Utility Employee -4 [JM] | Nonexempt Full-Time | \$32.45 per hour | 100% Water fund |
| Utility Employee – 5 [DD] | Nonexempt Full-Time | \$30.00 per hour | 50% Water and 50% Wastewater Fund |
| Utility Department 1 Seasonal Employee | Nonexempt Season | \$15.00 per hour | 100% Water Fund |
| 2 Seasonal Employee(s) Various departments | Nonexempt Part-Time | \$18.00 per hour \$21.00 per hour | 25% MVH Fund 75% Cemetery |
| Summer Park Program Director | Nonexempt Seasonal | \$17.00 per hour | 100% Park Fund |
| Summer Program Assistant | Nonexempt Seasonal | \$15.00 per hour | 100% Park Fund |

GUIDELINES FOR THE PAYMENT OF BASE RATES

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2024 with the first biweekly pay date of January 12, 2024, based on the pay period designated as Sunday, December 24, 2023, through Saturday, January 06, 2024. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2024.

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
SALARY ORDINANCE NO. 12-07-2023 - 30**

Exempt (EX) employees are paid to “get the job done” and their pay does not vary from week to week. Nonexempt (NE) employees are paid by the hour for all hours worked during each workweek.

The Town Council President and the Town Council members will be paid on May 31, 2024, and on November 29, 2024, for the pay rates as listed in the 2024 Base Pay Rate Schedule above. Park Board members are paid on November 29, 2024, for the amount listed in the 2024 Base Pay Rate Schedule above.

Work Schedules/Hours/Breaks

The Town of Bristol will establish the standard workday, workweek, and starting and ending times for each department, considering current and anticipated workloads, public service needs, and other factors. Each department is responsible for communicating these work parameters to their employees. No established schedule will be construed as a guarantee of work hours or as a restriction of the Town of Bristol’s right to restructure the workday or workweek.

Street Department employees will work from 7:00 a.m. until 3:00 p.m. Monday through Friday with two 15-minute paid breaks.

Water and Wastewater Department employees will work four 10-hour days per week. Either Monday through Thursday or Tuesday through Friday. Work hours are 6:30 am to 4:30 pm with two 15-minute paid breaks. An optional schedule is four 10-hour workdays with work hours of 6:30 am to 5:00 pm, with two 15-minute breaks and a 30-minute lunch break. Each employee is required to work a minimum of 1 weekend per month to perform IDEM-mandated testing. The weekend shift will be aligned with on-call duty schedules. c

Police Department employees are assigned to one of the following seven shifts:

- Shift A 6:00 a.m. – 2:00 p.m.
- Shift B 8:00 a.m. – 4:00 p.m.
- Shift C 10:00 a.m. – 6:00 p.m.
- Shift D 2:00 p.m. – 10:00 p.m.
- Shift E 4:00 p.m. – 12:00 a.m.
- Shift F 6:00 p.m. – 2:00 a.m.
- Shift M 10:00 p.m. – 6:00 a.m.

Police officers may be assigned to a non-routine shift beyond the shifts listed above.

The Town Manager, Assistant Town Manager, Clerk-Treasurer, Deputy Clerk, and Park Coordinator work from 8:00 a.m. until 4:00 p.m. Monday through Friday with two 15-minute paid breaks.

At the discretion of the Town of Bristol, nonexempt employees may be authorized to take break periods during each shift. Such breaks may not interfere with the proper performance of the employee’s work responsibilities and may be set by Supervisors, or the Department Head.

Base wages are set by this salary ordinance for 2024 and any changes will require approval from the Town Council.

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
SALARY ORDINANCE NO. 12-07-2023 - 30**

Employees of the Town of Bristol must meet the following guidelines in order to receive the base rates listed above per each department's guidelines.

PAY CONSIDERATIONS

Civilian Employees

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
SALARY ORDINANCE NO. 12-07-2023 - 30**

All full-time civilian employees may be scheduled to work 40-hours per work week based upon 2,080 hours per calendar year. Five 8-hour days or four 10-hour days depending upon the department's established work schedule.

All seasonal and/or part-time civilian employees may be scheduled to work less than the normal 40-hour workweek, or eight-hour shifts. However, there is no set schedule for these employees.

The Town Manager, or the Clerk-Treasurer, will determine the pay rate for their direct report employees who are hired mid-year for a position listed in the chart above, with the approval from the Town Council.

Police Department Employees

Full-time Police Department employees may be scheduled to work 40 hours in a seven-day work period.

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2024, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

**Overtime/Compensatory Time/Flextime
Civilian Employees**

Overtime compensation will be paid to nonexempt employees at time and one-half of the employee's hourly pay rate for all hours worked over 40 in a standard workweek and in accordance with the Fair Labor Standards Act (FLSA). An employee's time off while using vacation, personal leave time, holidays, bereavement leave, jury or witness duty leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Overtime is generally discouraged and must be approved by an employee's Supervisor in advance, except in an unusual or emergency situation.

The Town of Bristol may allow compensatory time in lieu of overtime pay for nonexempt employees. Compensatory time is earned at the rate of one and one-half times the actual time worked. For example, a nonexempt employee who works one hour of overtime will receive one and one-half hours of compensatory time. Compensatory time may be accrued to a maximum of 40-hours and employees should use banked time as soon as possible after it has been earned. Upon termination of employment, the nonexempt employee is entitled to receive payment for earned and unused compensatory time at the regular hourly wage rate in effect at the date of termination, or the average of the past three-years, whichever is greater.

It may be possible for employees in certain situations, with the permission of their Supervisor, to work an adjusted or flexible work schedule. The schedule must not cause a reduction in the ability of that employee's department to properly perform its duties and responsibilities. The establishment of a flexible schedule may not result in the need to hire other employees or the use of overtime to cover those "traditional" hours not worked by the employee working a flexible schedule. A flexible schedule may allow for nonexempt employees to work more than eight-hours in a day but must not exceed 40-hours in a workweek.

Police Department Employees

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
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Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

use of a seven-day work period for the purposes of determining compensation for overtime hours worked. Based upon the foregoing, the wage rates for full-time employees of the Police Department as set forth in the Town of Bristol’s annual salary ordinance constitutes straight-time compensation for all regularly scheduled hours of employment during each work period. All full-time Police Department employees will be paid straight time compensation for up to 40-hours in the seven-day work period. Overtime pay will be earned for all hours worked in excess of 40 hours during a seven-day work period. Overtime earned during a work period will be paid in the first regularly scheduled paycheck (the first paycheck after the seven-day work period) issued subsequent to the work period in which the extra compensation was earned.

“Call-In” Pay – Civilian and Police Department Employees

Nonexempt civilian employees who are called-in to work during nonworking hours will be paid a minimum of one-hour at their normal rate of pay for all hours worked and the hours worked will be used in the calculation of overtime for all hours worked over 40 in a workweek payable from the appropriate departmental budget.

Nonexempt civilian employees who are called-in to work during an approved scheduled vacation or personal leave time will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked. The hours worked will be paid from the appropriate departmental budget.

Nonexempt employees who are called-in to work during a holiday will be paid a minimum of one-hour at a rate of time and one-half their normal rate of pay for all hours worked in addition to their holiday pay, payable from the appropriate departmental budget.

Nonexempt employees in the Police Department who provide supervisory consultation will be paid in blocks of 15-minutes which will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget. Nonexempt employees in the Police Department who are “called-in” to work will be paid a minimum of one-hour. If they work beyond one hour, the amount of time will be rounded up in 15-minute increments and will be counted towards the 40-hours in a seven-day work period payable from the Police Department budget.

ADDITIONAL PAY CONSIDERATIONS

Hiring Bonuses

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts. Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

Training and Professional Development

On-the-job training (OTJ) prepares employees to perform the responsibilities required of his or her position. The Clerk-Treasurer and regular full-time and part-time employees may obtain training or education leave without loss of pay for the purpose of participating in training that will

**TOWN OF BRISTOL, INDIANA
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SALARY ORDINANCE NO. 12-07-2023 - 30**

increase the knowledge and efficiency in their jobs. Employees may be paid straight-time pay for eight-hours per day while attending seminars, conferences, or training classes. Time spent in training and professional development will be considered hours worked. Employees may utilize flex-time, or be compensated with overtime or compensatory time for any hours over 40 in a training workweek. Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

Certifications

Full-time employees in the Water and Wastewater Departments will receive pay for certifications that are required for the duties of their jobs. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the Water and Wastewater budgets.

Clothing Allowances

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2024: one distribution in June of 2024 and one distribution in December of 2024 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

- Chaplain Officer = Up to \$400.00 per distribution
- Reserve Officer = Up to \$500.00 per distribution
- Probationary Reserve Officer = Up to \$500.00 per distribution after completion of required training. If required training is completed between distributions, the clothing allowance shall be prorated.

All clothing allowances will be taxed according to IRS rules and included on the employee's W-2.

Tenure Incentive Pay (TIP)

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date,

they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2024 Base Pay Rate Schedule above.

Police officers should refer to Appendix #1 - TIP Full-Time Sworn Law Enforcement Compensation Matrix at the end of the Salary Ordinance for information on Tenure Incentive Pay.

Emergency Closings

Non-critical service employees are expected to report for their regular work unless the County Emergency Management issues a media broadcast statement requiring that citizens are to remain off Town streets, or their Department Head contacts them prior to the start of the workday with alternate instructions. When the decision to close is made prior to the workday, or when the decision to close is made after the workday has begun, time off from scheduled work will be paid.

**TOWN OF BRISTOL, INDIANA
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Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular Regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

Refer to the Town of Bristol Employee Handbook for additional information regarding emergency closings.

BENEFITS SCHEDULE

Health Insurance

Medical, dental, and vision benefits are offered to the Clerk-Treasurer and eligible employees on the first day of the month following thirty-days of employment. Eligible employees include:

- Regular full-time employees

The Town of Bristol contributes 90% of the medical insurance age-based premium from the General Fund on behalf of the employee and their dependents and the employee is required to contribute 10% of the medical insurance age-based premium through payroll deduction as follows

**Physicians
 Health Plan
 2024**

| Age | Premium Rates | Age | Premium Rates | Age | Premium Rates |
|-----|---------------|-----|---------------|-----|---------------|
| 0 | \$408.75 | 23 | \$534.32 | 46 | \$801.48 |
| 1 | \$408.75 | 24 | \$534.32 | 47 | \$835.14 |
| 2 | \$408.75 | 25 | \$536.46 | 48 | \$873.61 |
| 3 | \$408.75 | 26 | \$547.14 | 49 | \$911.55 |
| 4 | \$408.75 | 27 | \$559.97 | 50 | \$954.30 |
| 5 | \$408.75 | 28 | \$580.81 | 51 | \$996.51 |
| 6 | \$408.75 | 29 | \$597.90 | 52 | \$1,042.99 |
| 7 | \$408.75 | 30 | \$606.45 | 53 | \$1,090.01 |
| 8 | \$408.75 | 31 | \$619.28 | 54 | \$1,140.77 |
| 9 | \$408.75 | 32 | \$632.10 | 55 | \$1,191.53 |
| 10 | \$408.75 | 33 | \$640.12 | 56 | \$1,246.57 |
| 11 | \$408.75 | 34 | \$648.66 | 57 | \$1,302.14 |
| 12 | \$408.75 | 35 | \$652.94 | 58 | \$1,361.45 |
| 13 | \$408.75 | 36 | \$657.21 | 59 | \$1,390.83 |
| 14 | \$408.75 | 37 | \$661.49 | 60 | \$1,450.14 |
| 15 | \$445.09 | 38 | \$665.76 | 61 | \$1,501.44 |
| 16 | \$458.98 | 39 | \$674.31 | 62 | \$1,535.10 |
| 17 | \$472.87 | 40 | \$682.86 | 63 | \$1,577.31 |
| 18 | \$487.83 | 41 | \$695.68 | 64 | \$1,602.96 |
| 19 | \$502.80 | 42 | \$707.97 | 65+ | \$1,602.96 |
| 20 | \$518.29 | 43 | \$725.07 | | |
| 21 | \$534.32 | 44 | \$746.45 | | |
| 22 | \$534.32 | 45 | \$771.56 | | |

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The Town of Bristol contributes 100% for both the dental and vision insurance premiums from the General Fund on behalf of eligible employees and their dependents, as follows:

| Dental Resources | Monthly Employer Contribution |
|------------------------|-------------------------------|
| Employee Only | \$37.08 |
| Employee plus One | \$75.96 |
| Employee plus Children | |
| Employee plus Family | \$133.71 |

| VSP Vision Care | Monthly Employer Contribution |
|------------------------|-------------------------------|
| Employee Only | \$8.18 |
| Employee plus One | \$13.78 |
| Employee plus Children | \$14.07 |
| Employee plus Family | \$22.68 |

The renewal dates for medical and dental insurance are on January 1, 2024. The renewal date for vision insurance is on March 1, 2024, and there may or may not be an increase in the premium totals after this date.

Refer to each Summary of Benefits and Coverage (SBC) document for additional information on medical, dental, and vision benefits offered by the Town of Bristol.

MetLife and AD&D Insurance

The Town of Bristol offers all eligible employees upon their date of hire participation in the MetLife and AD&D insurance benefits. Eligible employees include:

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

Short-Term Disability Insurance

The Town of Bristol provides a short-term disability insurance plan through MetLife at no cost to the employees. Eligible employees include:

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$438.04 per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Employees may be eligible for short-term disability insurance on the first day of the month following 30-days of employment. Employer Paid Short Term - Elimination Period (Accident) – 0 days &

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Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60 percent of the eligible employee’s pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee’s costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee’s budget lines as stated in the 2024 Base Pay Rate Schedule.

Refer to the Town of Bristol Employee Handbook for additional information on short-term disability insurance offered by the Town of Bristol.

Long-Term Disability Insurance

The Town of Bristol provides a long-term disability insurance plan through United Healthcare at no cost to the employees. Eligible employees include:

- Regular full-time employees

The Town of Bristol pays 100% of the employees’ salary-based premiums totaling \$312.83 per month from the General, Water, and Sewer Fund. The renewal date for long-term disability insurance is January 1, 2024, and there may or may not be an increase in the premium totals after this date.

Long-term disability insurance becomes effective at the point that the short-term disability leave is exhausted and may continue until the employee reaches the Social Security National Retirement Age.

Vacation, personal leave time, holiday pay, etc., will stop accruing during the time that the employee is out on long-term disability leave. Participation in the Town of Bristol’s insurance benefit plans may be continued as determined by the appropriate carrier depending upon their ability to transfer each plan to an individual, non-Town sponsored benefit.

Refer to the Summary Plan Description (SPD) document for additional information on long-term disability insurance offered by the Town of Bristol.

NationWide - Civilian and Police Department Sworn Officers

Civilian

NationWide 457 and 401(a) plans offer eligible employees of the Town of Bristol a voluntary way to save for their retirement through tax-deferred contributions to their own individual accounts. Eligible employees include:

- Regular full-time employees
- Regular part-time employees

Eligible employees may participate in the 457(b)-retirement savings plan or a Roth IRA plan from their first day of employment.

Upon hire and during an employee’s first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited

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into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$2,000.00 to the full-time employee's 401(a) account and \$1,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$2,000 to the full-time employee's 401(a) account and \$1,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

PoliceDepartment–SwornOfficer

Upon hire and during an employee's first anniversary year, the Town of Bristol will give a \$1,500.00 match to the full-time employee and \$750.00 to the part-time employee if they contribute to the 457(b)-retirement savings plan or a Roth IRA from the General Fund. This match will be deposited into the employee's 401(a) account, divided into 26 or 27 bi-weekly amounts, given the particular year.

After an employee's first anniversary, the Town will contribute \$3,000.00 to the full-time employee's 401(a) account and \$2,000.00 to the part-time employee's account, divided into equal bi-weekly portions for the remainder of the calendar year from the General Fund. Each subsequent calendar year, the Town will contribute \$3,000 to the full-time employee's 401(a) account and \$2,000 to the part-time employee's account, divided into 26 or 27 bi-weekly amounts, given the particular year.

The Clerk-Treasurer has been appointed as the administrator of the Plan and is authorized to make deductions from the pay of employees who voluntarily participate, and to make such other arrangements as are necessary to implement the plan. The Town of Bristol bears the incidental expense of collecting the employees' deferrals and other minor administrative expenses.

Refer to the Summary Plan Description (SPD) document for additional information on retirement savings benefits offered by the Town of Bristol.

Vacation Benefits

Vacation benefits with pay are available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Elected officials are exempt from vacation benefits. Employees in the following employment classification(s) are eligible to earn and use vacation benefits as described in this policy:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

The amount of vacation benefits that employees receive each year increases with the length of their employment as shown in the following schedule:

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AMENDED SALARY ORDINANCE 11-07-2024-25
SALARY ORDINANCE NO. 12-07-2023 - 30

| Years of Continuous Service | Number of Vacation Hours Earned by Full-Time Employees | Number of Vacation Hours Earned by Part-Time Employees |
|--|---|--|
| Upon hire or transfer into an eligible employment classification | One-day (eight-hours) for every two-months (five-days or 40-hour maximum) | One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum) |
| On January 1 st after an employee's first anniversary | Five-days (40-hours) | Two and one-half days (20-hours) |
| On the second January 1 st through the fourth January 1 st | Ten-days (80-hours) | Five-days (40-hours) |
| On January 1 st of years five through nine | 15-days (120-hours) | Seven and one-half days |
| On January 1 st in year ten and thereafter | 20-days (160-hours) | Ten- (80- |

Nonexempt employees may use vacation benefits in minimum increments of 15-minutes. Exempt employees may use vacation benefits in minimum increments of four-hours. Vacation benefits are credited for all years of continuous service for eligible employees who are on an active pay status. Vacation benefits are not earned while an employee is in a non-paid status, e.g. leave under the Family and Medical Leave Act (FMLA).

In the event that available vacation is not used by the end of the calendar year, the unused time will be forfeited. In certain situations, the Town Council may approve an extension of up to 40-hours of vacation benefits to be carried over into the next year to be used within the first 30-days of that year. Newly hired employees may carry over up to 40-hours of vacation benefits into the next year, but it must be used within the first 30-days of that year.

Upon voluntary termination of employment, employees will be paid for unused vacation benefits that have been earned through the last day of work. Upon involuntary termination of employment, employees will not be paid for unused vacation benefits that have been earned through the last day of work.

Vacation benefits are paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. Vacation benefits are not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on vacation benefits.

Personal Leave Time (PLT) Benefits

The Town of Bristol provides personal leave time (PLT) to all eligible employees for periods of temporary absence due to illnesses, injuries, or to take care of personal matters. Eligible employee classification(s):

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive five (5) PLT days on January

**TOWN OF BRISTOL, INDIANA
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1st of each year. Employees will not receive PLT if they are on an unpaid leave, or on a disability leave.

PLT may be used in one-half day increments. In the event that available PLT is not used by the end of the calendar year, it may be carried over to be used by the end of the following calendar year, or it will be paid out. Upon termination of employment, employees will not be paid for unused PLT that has been earned through the last day of work.

PLT is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day. PLT is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on personal leave time (PLT) benefits.

Holidays

The Town of Bristol may grant paid holidays to all eligible employees. Eligible employee classification(s) include:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Paid holidays in 2024 include the following:

| Holiday | Date |
|-----------------------------------|-------------|
| New Year's Day | 1/1/2024 |
| Martin Luther King Jr. Day | 01/15/2024 |
| Presidents Day | 02/19/2024 |
| Memorial Day | 5/27/2024 |
| Independence Day | 7/4/2024 |
| Labor Day | 9/2/2024 |
| Columbus Day | 10/14/2024 |
| Veterans Day | 11/11/2024 |
| Thanksgiving Day | 11/28/2024 |
| Day after Thanksgiving | 11/29/2024 |
| Christmas Eve Day Observed on | 12/24/2024 |
| Christmas Day | 12/25/2024 |
| New Year's Eve Day Observed on | 12/31/2024 |
| New Year's Day | 01/01/2025 |

Newly hired employees are eligible to receive holiday pay as soon as their employment begins.

The holiday schedule is determined by the Town Council. However, the holiday schedule may be amended by a Department Head, with written notice distributed to all departments within the municipality. If the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

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If a recognized holiday falls during an eligible employee's approved paid absence such as vacation, personal leave time, or holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. An employee absents without authorization on the workday preceding or following a holiday will not receive holiday pay. An employee scheduled to return from an unpaid leave on the day after a holiday, or whose leave without pay is approved through the end of the last business day preceding a holiday will not be paid for the holiday.

If eligible civilian full-time nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at a rate of time and one-half for the hours worked on the holiday. Police officers will receive straight-time pay for all hours worked on the holiday and will receive

compensatory time at a rate of time and one-half the police officer's regular rate of pay for all hours work on that day, in lieu of holiday pay.

Paid time off for holidays is paid at the employee's base pay rate at the time of the day off. A holiday is considered an eight-hour day for civilian full-time employees and a four-hour day for civilian part-time employees. Paid time off for holidays is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on holidays.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their Supervisor immediately. Employees in the following categories are eligible for bereavement leave:

- Regular full-time employees
- Regular part-time employees who work 30 or more hours per week

Up to five consecutive days of paid bereavement leave may be provided to eligible employees in the event of the death of a spouse, child, parent or parent-in-law, sibling, grandparent or other resident of the employee's household. In the event of the death of a family member not listed above, an employee may use vacation or personal leave time to cover the absence. In extenuating circumstances, a Department Head may approve an extended bereavement leave.

Bereavement leave is paid at the employee's base pay rate at the time of the day off. One day of bereavement leave is considered an eight-hour day for full-time employees and a four-hour day for part-time employees. Paid time off for bereavement leave is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on bereavement leave.

Jury Duty

Employees may request up to one-week of paid jury duty leave each time they receive a jury duty summons. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees
- Temporary/seasonal employees

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Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The employee shall turn in any compensation received for the jury duty, or employees may request vacation, or personal leave time and retain any compensation earned for jury duty.

Jury duty is paid at the employee's base pay rate at the time of the day off times the number of hours the employee would normally have worked on that day and is not considered hours worked for purposes of performing overtime calculations.

Refer to the Town of Bristol Employee Handbook for additional information on jury duty.

Witness Duty

If a civilian employee has been subpoenaed or otherwise requested to testify as witnesses by the Town of Bristol, they will receive paid time for the entire period of witness duty. Any employee who is called to testify in court by the Town of Bristol will be paid his or her normal rate of pay for the time expended. Police officers who have been subpoenaed will receive paid time for the entire period of witness duty plus one hour of preparation time.

Employees will be granted time off to appear as a witness when requested by a party in a court of law when subpoenaed to do so other than by the Town of Bristol. Employees may utilize any available vacation, personal leave time, or compensatory time to receive compensation for the period of the absence, however, are not required to do so.

Refer to the Town of Bristol Employee Handbook for additional information on witness duty.

Time Off to Vote

Generally, employees can find time to vote either before or after their regular work schedule. If nonexempt employees are unable to vote in an election during their nonworking hours, the Town of Bristol may grant unpaid time off to vote.

Refer to the Town of Bristol Employee Handbook for additional information on time off to vote.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees will continue to receive full pay while on leave for 15-day training assignments and shorter absences. The portion of any military leaves of absence in excess of 15-days will be unpaid. However, employees may use any available vacation, or personal leave time for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, personal leave time, or holidays, etc., will be suspended during the leave after the first 30-days and will resume upon the employee's return to active employment.

Refer to the Town of Bristol Employee Handbook for additional information on military leave.

Business Travel Expense Policy

The Town of Bristol may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in

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advance by the Town Marshal, the Clerk-Treasurer, or the Town Manager. Civilian employees whose travel plans have been approved are responsible for making their own travel arrangements. Arrangements for police officers will be made by the Police Department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to

accomplishing business travel objectives may be reimbursed by the Town of Bristol. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi, Uber, or Lyft fares, only when there is no less expensive alternative.
- Mileage costs for use of personal vehicles, only when less expensive transportation is not available, and payable at the current IRS rate cents per mile, provided the employee demonstrates proof that he or she carries motor vehicle liability insurance as required by law. No mileage reimbursement will be made for travel between an employee’s home and their workplace.
- Parking costs and highway-related tolls when an employee is entitled to claim reimbursement for mileage (see above).
- Cost of standard accommodations in low to mid-priced hotels, or similar lodgings, to include room costs, associated local taxes, and necessary business-related charges.
- Reimbursement for meals at a rate of \$45.00 per diem per day.
- The Town of Bristol will not reimburse employees for the purchase of alcoholic beverages under any circumstance.
- Tips not exceeding 15% of the total cost of a meal or 10% of a ground transportation fare.
- Charges for telephone calls, fax, and similar services required for business purposes.

Personal expenses incurred in traveling are not reimbursable, including but not limited to: room service, personal telephone calls, laundry, entertainment, in-room movies, and alcoholic beverages.

Per diem rates paid in advance or by reimbursement on a claim form must document the name of the employee, the date(s) for reimbursement, and additional details, as required.

When travel is completed, employees should submit completed travel expense reports to include itemized receipts or other proper documentation, approved by his or her Department Head of the actual expenses incurred to the Clerk-Treasurer. Employees should contact their Department Head for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. The Town Council in its absolute and sole discretion shall make the final determination as to whether any such claim(s) will be paid.

Refer to the Town of Bristol Employee Handbook for additional information on business and travel expenses.

TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 11-07-2024-25
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Section 8, Item a.

PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this
____ day of November, 2024

YAY

NAY

| | |
|--------------------------|-------|
| _____ Jeff Beachy, Pres. | _____ |
| _____ Cathy Burke | _____ |
| _____ Gregg Tuholski | _____ |
| _____ Doug DeSmith | _____ |
| _____ Raymond D Rentfrow | _____ |

ATTEST: _____
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana

**TOWN OF BRISTOL, INDIANA
 AMENDED SALARY ORDINANCE 11-07-2024-25
 SALARY ORDINANCE NO. 12-07-2023 - 30**

**Appendix #1 - Tenure Incentive Pay (TIP)
 Full-Time Sworn Law Enforcement Compensation Matrix**

| Year(s) of service | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|--------------------|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 Point | \$ - | \$ 200.00 | \$ 300.00 | \$ 400.00 | \$ 500.00 | \$ 600.00 | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 |
| 2 Points | \$ - | \$ 300.00 | \$ 400.00 | \$ 500.00 | \$ 600.00 | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 |
| 3 Points | \$ - | \$ 400.00 | \$ 500.00 | \$ 600.00 | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 |
| 4 Points | \$ - | \$ 500.00 | \$ 600.00 | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 |
| 5 Points | \$ - | \$ 600.00 | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 |
| 6 Points | \$ - | \$ 700.00 | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 |
| 7 Points | \$ - | \$ 800.00 | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 |
| 8 Points | \$ - | \$ 900.00 | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 |
| 9 Points | \$ - | \$ 1,000.00 | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 |
| 10 Points | \$ - | \$ 1,100.00 | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 |
| 11 Points | \$ - | \$ 1,200.00 | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 |
| 12 Points | \$ - | \$ 1,300.00 | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 |
| 13 Points | \$ - | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 |
| 14 Points | \$ - | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 |
| 15 Points | \$ - | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 |
| 16 Points | \$ - | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 |
| 17 Points | \$ - | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 |
| 18 Points | \$ - | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 |
| 19 Points | \$ - | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 |
| 20 Points | \$ - | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 |
| 21 Points | \$ - | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 |
| 22 Points | \$ - | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 |
| 23 Points | \$ - | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 |

| Year(s) of service | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25+ |
|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 Point | \$ 1,400.00 | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 |
| 2 Points | \$ 1,500.00 | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 |
| 3 Points | \$ 1,600.00 | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 |
| 4 Points | \$ 1,700.00 | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 |
| 5 Points | \$ 1,800.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 |
| 6 Points | \$ 1,900.00 | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 |
| 7 Points | \$ 2,000.00 | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 |
| 8 Points | \$ 2,100.00 | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 |
| 9 Points | \$ 2,200.00 | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 |
| 10 Points | \$ 2,300.00 | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 |
| 11 Points | \$ 2,400.00 | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 |
| 12 Points | \$ 2,500.00 | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 |
| 13 Points | \$ 2,600.00 | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 |
| 14 Points | \$ 2,700.00 | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 |
| 15 Points | \$ 2,800.00 | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 |
| 16 Points | \$ 2,900.00 | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 |
| 17 Points | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 |
| 18 Points | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 |
| 19 Points | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 |
| 20 Points | \$ 3,300.00 | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 | \$ 4,400.00 |
| 21 Points | \$ 3,400.00 | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 | \$ 4,400.00 | \$ 4,500.00 |
| 22 Points | \$ 3,500.00 | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 | \$ 4,400.00 | \$ 4,500.00 | \$ 4,600.00 |
| 23 Points | \$ 3,600.00 | \$ 3,700.00 | \$ 3,800.00 | \$ 3,900.00 | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 | \$ 4,400.00 | \$ 4,500.00 | \$ 4,600.00 | \$ 4,700.00 |

| | | | | | | |
|-------------------------------|------------------|-----------------|-----------------|-------------------|---------------------|----------------|
| Rank | Patrolman | Corporal | Sergeant | Detective | Chief Deputy | Marshal |
| Points earned | 1 | 2 | 3 | 3 | 4 | 5 |
| Education | | AA | BS/BA | MA | Ph.D. | |
| Points earned | | 2 | 4 | 6 | 8 | |
| Specialized Training | | 1 Week | 2 Weeks | 3-10 Weeks | 10-20 Weeks | |
| Points earned (Max 10 Points) | | 1 | 2 | 3 | 4 | |



2025 Meeting Calendar

January

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

February

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

March

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

HOLIDAYS

January

- 1: New Years Day
- 20: Martin Luther King Day

February

- 17: President's Day

May

- 26: Memorial Day

July

- 04: Independence Day

Septmeber

- 01: Labor Day

October

- 13: Columbus Day

November

- 11: Veterans Day
- 27: Thanksgiving Day
- 28: Day after Thanksgiving

December

- 24: Christmas Eve
- 25: Christmas
- 31 New Year's Eve

- Holidays
- Council - 1st/3rd Thursday
- Council Work Sessions
- Park Board - 2nd Tuesday

April

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

May

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

June

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

July

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

August

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

September

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

October

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

November

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

December

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Town Council Meetings

January 2 (Town Council)

January 14 (Work Session)
January 16(Town Council)

February 6 (Town Council)

February 18 (Work Session)
February 20 (Town Council)

March 6 (Town Council)

March 18(Work Session)
March 20 (Town Council)

April 3 (Town Council)

April 15(Work Session)
April 17 (Town Council)

May 1 (Town Council)

May 13(Work Session)
May 15(Town Council)

June 5(Town Council)

June 17 (Work Session)
June 19 (Town Council)

July 3(Town Council)

July 15 (Work Session)
July 17 (Town Council)

August 7 (Town Council)

August 19(Work Session)
August 21(Town Council)

September 4 (Town Council)

September 16 (Work Session)
September 18(Town Council)

October 2(Town Council)

October 14 (Work Session)
October 16(Town Council)

November 6 (Town Council)

November 18 (Work Session)
November 20 (Town Council)

December 4 (Town Council)

December 16 (Work Session)
December 18 (Town Council)

Park Board Meetings

January

- 2nd Tuesday: January 14

February

- 2nd Tuesday: February 11

March

- 2nd Tuesday: March 11

April

- 2nd Tuesday: April 8

May

- 2nd Tuesday: May 13

June

- 2nd Tuesday: June 10

July

- 2nd Tuesday: July 8

August

- 2nd Tuesday: August 12

September

- 2nd Tuesday: September 9

October

- 2nd Tuesday: October 14

November

- 2nd Tuesday: November 11

December

- 2nd Tuesday: December 9

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the Bristol Municipal Complex, 303 E Vistula, at 7:00p.m., on the 7th of December, 2024.

Increase:

| FUND # | Fund Name | Appropriation # | Amount | Reason |
|--------|-----------------------------|-----------------|--------------|--------------------------|
| 4651 | 2023 G.O. Bond Project Fund | 4651-001-316 | \$66,517.41 | Intelli street lights |
| 1101 | General | 1101-001-316 | \$50,000 | Contractual Services |
| 2410 | ARP | 2410-001-421 | \$180,688.54 | Water Meter Improvements |

Grand Total: \$297,205.95

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

Dated: November 7, 2024
Cathy Antonelli, Clerk-Treasurer
Town of Bristol

STATE OF INDIANA
DEPARTMENT OF LOCAL GOVERNMENT FINANCE
Room 1058, IGCN – 100 North Senate
Indianapolis, IN 46204

IN THE MATTER OF THE REQUEST)
OF THE TOWN OF BRISTOL,)
ELKHART COUNTY, FOR AN) A24-007
EXCESS LEVY DUE TO)
THREE-YEAR GROWTH)

246058
245,898
220 less than app

The Department of Local Government Finance (“Department”) has reviewed an appeal by the Town of Bristol (“Town”) for an excess levy in the amount of \$246,058 to its civil maximum levy due to three-year growth. Ind. Code § 6-1.1-18.5-13 allows the Department to grant permission to a civil taxing unit to increase its maximum levy if the Department finds that the quotient determined under Step Six of the following formula is equal to or greater than one and two-hundredths (1.02):

Step 1: Determine the three calendar years that most immediately precede the ensuing calendar year:

2024, 2023, and 2022

Step 2: Compute separately, for each of the calendar years determined in Step 1, the quotient (rounded to the nearest ten-thousandth (0.0001)) of the sum of the civil taxing unit's total assessed value of all taxable property divided by the sum determined under this Step for the calendar year immediately preceding the particular calendar year:

Town assessed values for 2021, 2022, 2023, and 2024, respectively:

- 2021: 182,332,640
- 2022: 202,396,400
- 2023: 241,522,326
- 2024: 278,139,050

Step 2 quotients:

- 2022/2021: 1.1100
- 2023/2022: 1.1933
- 2024/2023: 1.1516

Step 3: Sum the results of Step 2 and divide by three:

$$(1.1100+1.1933+1.1516)/3=1.1516$$

Step 4: Compute separately, for each of the calendar years determined in Step 1, the quotient (rounded to the nearest ten-thousandth (0.0001)) of the sum of the total assessed value of all taxable property in all counties divided by the sum determined under this Step for the calendar year immediately preceding the particular calendar year.

*Statewide average quotients for 2022, 2023, and 2024, respectively:
1.0541; 1.1481; 1.0594*

Step 5: Add the Step 4 results and divide by three:

$$(1.0541+1.1481+1.0594)/3=1.0872$$

Step 6: Divide the Step 3 results by the Step 5 results:

$$1.1516/1.0872=1.0592$$

Since 1.0592 is greater than 1.02, the Town is eligible for a three-year growth appeal. The maximum amount that the Department may award is the amount by which Step 3 exceeds the maximum levy growth quotient (“MLGQ”) as calculated according to IC 6-1.1-18.5-2 (this amount is 1.04 or 4% for 2025):

$$1.1516-1.0400=0.1116 (11.16\%)$$

The Town’s 2024 maximum civil levy is \$2,202,848. This is the most recent civil maximum levy that the Department can use as the basis for an adjustment. Multiplying this figure by the 11.16% growth factor calculated above results in a figure of \$245,838, which is the maximum for which the Town could qualify under the statutory formula.

Under Ind. Code § 6-1.1-18.5-12(a), the Town must also state that it will be unable to perform its government functions without this increase and must support these allegations by reasonably detailed statements of fact.

The Town states in its appeal that the excess levy is needed to support police salaries and benefits, to cover increases in fire department costs, and to provide services to a growing population. The Town claims that while its population is approximately 1,700 according to the last decennial census, commercial and manufacturing development has brought “more than an estimated 8,000 to 10,000 employees into the Town during the workday,” causing increased traffic, police activity, and demand for fire and EMS services. The Town states that the excess levy is needed to “ensure adequate department operations, as well as the Town’s ability to recruit and retain public safety personnel.”

The Town states that the excess levy would support an increase in police salaries and wages/benefits from \$864,623 in 2024 to \$923,896 in 2025, an increase of \$59,273 or around 6.85%.

In response to an inquiry from the Department, the Town explained that it is working towards a total of 10-12 officers for its police department and that it currently has seven, including the Marshal. The Town shared that it had recently lost some officers to other departments, though it did not explain why hiring replacement officers to fill vacant positions required additional funds, as presumably the Town would have already budgeted to fund those positions prior to the vacancy.

Nevertheless, the Town has indicated that it plans to increase police salaries and wages/benefits to help with attraction and retention of officers. It also shared that calls for police service have increased approximately 14% from 2022 to 2023, with 2024 calls for service tracking closely with 2023.

For the Fire Department, the Town states that calls from service were as follows: 2022 total calls = 1,189; 2023 total calls = 1,418; 2024 currently projecting to be 1,500.

The Town states that its fire department-related costs are estimated to increase from \$654,659 in 2024 to \$920,114 in 2025. The Department requested additional information about this increase, and the Town explained that it contracts for fire service and the increase is related to the services contract for 2025.

After the Department asked for more information about the requirement of additional infrastructure upkeep associated with growth, the Town shared that it has added 2.6 miles to its street inventory since 2022. It explained that the total street miles now total about 19 miles; however, the new street miles are designed for commercial traffic. The Town went on to state that, compared to residential streets, which are 24 feet wide, the commercial streets are 40 feet wide including the wider shoulders. As the manufacturing areas have built out, the existing commercial streets are experiencing higher traffic volumes and require more frequent maintenance/service. The Town states it fully utilizes the INDOT Community Crossing Grant program for paving maintenance programs, but this program requires matching funds. The Town says that its 2025 approved budget is not able to fully utilize the program in 2025 because it lacks sufficient MVH funds for the match requirement.

The Department notes that the Town received a permanent excess levy of \$143,513 for Pay-2024, \$56,549 for Pay-2023, \$15,328 for Pay-2022, and \$29,192 for Pay-2021.

After a review of the petition and additional information provided by the Town, the Department, following Ind. Code § 6-1.1-18.5-12 and 13, and in consideration of all evidence provided, finds as follows:

APPROVED WITH MODIFICATION:

The Town's excess levy appeal is approved in the amount of **\$245,838**. This figure reflects the amount for which the Town qualifies under the statutory three-year growth formula and

does not exceed the amount for which the Town advertised and petitioned the Department.
This is a one-time, permanent increase.

STATE OF INDIANA
DEPARTMENT OF LOCAL GOVERNMENT FINANCE

WITNESS MY HAND AND SEAL of this Department on this 29 day of
October, 2024.



Daniel Shackle, Commissioner