



TOWN COUNCIL REGULAR MEETING

Thursday, July 18, 2024 at 7:00 PM

Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF INVOICES

6. APPROVAL OF MINUTES

- a. Approval of meeting minutes from June 6, June 20, and July 16, 2024

7. PLANNING AND DEVELOPMENT ITEMS

REPORTS

8. TOWN MANAGER

- a. [Agreements and Notice of Award for 2023 Water System Improvement Project-Contract B-
Water Tower Construction](#)

Notice of Award - Contract B - Water Tower Construction to Phoenix Fabricators and Erectors,
LLC \$5,750,000

Notice to Proceed - Contract B

Owner and Contractor for Construction Agreement

- b. Town Manager:

Emails

Splash Pad

9. CLERK-TREASURER

- [a.](#) Amended Salary Ordinance No.7-18-2024-20 - Motion to waive the second reading and adopt on first
and if so motioned-then follow with Motion to adopt Amending Salary Ordinance No. 7-18-2024-20.

10. TOWN MARSHAL

- [a.](#) BPD June Operations report, call report and code enforcement report
- b.** Insurance Discussion

11. FIRE CHIEF

- [a.](#) BFD June/July Operations report, false alarms & calls report

12. PARK BOARD

- [a.](#) Park Board report from July meeting

13. TOWN ATTORNEY

- [a.](#) Annexation Ord. 8/15/2024-18 First reading and Public Hearing
- [b.](#) Annexation Ord. 8/15/2024-19 First reading and Public Hearing

14. NEW BUSINESS

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

16. TOWN COUNCIL DISCUSSION ITEMS

- a.** Please state your name and address | 3-minute guideline for comments
- b.** Doug DeSmith
- c.** Dean Rentfrow
- d.** Cathy Burke
- e.** Gregg Tuholski
- f.** Jeff Beachy

NEXT MEETINGS:

17. MOTION TO ADJOURN

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION – CONTRACT B (STIPULATED PRICE)

This Agreement (“Agreement”) is by and between **Town of Bristol** (“Owner”) and **Phoenix Fabricators and Erectors, LLC** (“Contractor”).

Capitalized terms used in this Agreement and as not otherwise defined herein have the meanings stated in the General Conditions and the Supplementary Conditions which are attached hereto and incorporated into this Agreement.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Town of Bristol Water Tower Construction

- Proposed Water Tower Construction
- Dewatering
- Interior Tower Improvements
- Electrical Service
- Existing Tower Demolition
- Existing Tower Site Restoration
- Freedom Powder Site Improvements & Restoration

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Town of Bristol
2023 Water System Improvements Project – Contract B - Water Tower Construction

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Jones Petrie Rafinski Corp.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. ~~The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

~~Deleted~~

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **750** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **780** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s) ("Milestones"):

- 1. **N/A**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. *Substantial Completion:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
- 3. ~~*Milestones:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
- 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, **the following Lump Sum Prices:** ~~a lump sum of \$_____.~~

Lump Sum Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Proposed Water Tower Construction	LSUM	1	\$4,188,000	\$4,188,000.00
2	Existing Water Tower Demolition	LSUM	1	\$120,000	\$120,000.00
3	Dewatering	LSUM	1	\$65,000	\$65,000.00
4	Water Tower Interior Improvements	LSUM	1	\$750,000	\$750,000.00
5	Existing Tower Site Restoration	LSUM	1	\$45,000	\$45,000.00
6	Freedom Powder Site Improvements	LSUM	1	\$220,000	\$220,000.00
7	Freedom Powder Site Restoration	LSUM	1	\$75,000	\$75,000.00

Lump Sum Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
8	Mobilization/Demobilization (5% Max)	LSUM	1	\$287,000	\$287,000.00
Total of all Extended Prices for Lump Sum Price Work (subject to final adjustment based on actual quantities)					\$5,750,000.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)~~
~~\$ _____.~~

~~Deleted~~

D. ~~For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

~~Deleted~~

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **TBD** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

Deleted

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

~~A. All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

Deleted

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **13** sheets with each sheet bearing the following general title: **Town of Bristol Water System Improvements Project – Contract B**
 - 7. Special Provisions.
 - ~~7. Drawings listed on the attached sheet index.~~

Deleted

- 8. Addenda (numbers **1** to **3**, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. ***Contractor’s Bid (pages B/1 to B/8, inclusive).***
 - b. ***Documentation submitted by Contractor prior to Notice of Award.***
 - 1) ***Itemized Bid Proposal***
 - 2) ***Receipt of Addenda***
 - 3) ***Bid Bond***
 - 4) ***Power of Attorney***
 - 5) ***Indiana State Bid Form 96***
 - 6) ***Financial Statement***
 - 7) ***OEE-1 (Certification of Non-segregated Facilities)***
 - 8) ***OEE-2 (Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment)***
 - 9) ***Certification From Contractor Related to American Iron and Steel***
 - 10) ***MBE/WBE Good Faith Effort’s Worksheet.***
- 10. The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

~~B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).~~

Deleted

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site, if any, that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Agreement.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Contract).

Owner:
Town of Bristol
(typed or printed name of organization)

Contractor:
Phoenix Fabricators and Erectors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

By: Dallas Green
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: Dallas Green
(typed or printed)

Title: _____
(typed or printed)

Title: Chief Executive Officer
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: Kurt T. Fuller
(individual's signature)

Title: _____
(typed or printed)

Title: Kurt T. Fuller, P.E., COO/Secretary
(typed or printed)

Address for giving notices:

Address for giving notices:

P.O. Box 122

182 South County Road 900 East

Bristol, IN 46507

Avon, IN 46123

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: Jeremy Binkley
(typed or printed)

Title: _____
(typed or printed)

Title: Director of Project Management
(typed or printed)

Address:

Address:

303 E Vistula St

182 South County Road 900 East

Bristol, IN 46507

Avon, IN 46123

Phone: _____

Phone: 270-853-7166

Email: _____

Email: jeremy.binkley@phoenixtank.com

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____



NOTICE TO PROCEED – CONTRACT B

Owner:	Town of Bristol	Owner’s Project No.:	
Engineer:	Jones Petrie Rafinski Corp.	Engineer’s Project No.:	2023-0005
Contractor:	Phoenix Fabricators and Erectors, LLC	Contractor’s Project No.:	
Project:	Water System Improvements Project		
Contract:	Contract B		
Effective Date of Contract:			

All capitalized terms not otherwise defined herein shall have the meaning as defined in the Agreement Between Owner and Contractor for Construction Contract.

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **July 22, 2024** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **750** days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **August 11, 2026**; and the number of days to achieve readiness for final payment is **780** days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **September 19, 2026**.

Before starting any Work at the Site, Contractor must comply with the following:

Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Owner: **Town of Bristol**

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Copy: Engineer

TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 07-18-2024-20
SALARY ORDINANCE NO. 12-07-2023 - 30

Section 9, 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.	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June.	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
Lieutenant [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 07-18-2024-20
SALARY ORDINANCE NO. 12-07-2023 - 30

Section 9, Item a.

Deputy Police Officer [RA]	Nonexempt Full-Time	\$33.17 per hour	100% Police Fund
Deputy Police Officer [CP]	Nonexempt Full-Time	\$27.89 per hour	100% Police Fund
Ordinance Officer [RC]	Nonexempt Part-Time	\$24.04 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$24.04 per 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.

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.

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 07-18-2024-20
SALARY ORDINANCE NO. 12-07-2023 - 30**

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.

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 07-18-2024-20
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

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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

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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.

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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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Section 9, Item a.

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 four (5) PLT days on January

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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 07-18-2024-20
SALARY ORDINANCE NO. 12-07-2023 - 30**

Section 9, Item a.

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

YAY

NAY

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

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

**TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 07-18-2024-20
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	

Bristol Police Department
June 2024

Traffic Enforcement:	Citations: 16
	Warnings: 26
Calls for Service:	278
Calls:	182
Vehicle Crashes:	Property Damage: 1
	Personal Injury: 0
	Fatal: 0
	Leaving Scene: 0
Criminal Enforcement:	Cases Taken: 20
	Cases closed by arrest: 2
	OWI: 0 Felony: 0
	Poss. Drugs and/or Paraphernalia: 1
Impounded Vehicles:	6
Miles Driven:	7,364

Criminal Enforcement: In June we investigated 20 cases and 2 of those cases were closed by immediate arrest. Two thefts, 1 possession of marijuana, 1 domestic battery, 1 warrant arrest, 1 criminal mischief, 1 harassment and 2 found property. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In June officers investigated 1 vehicle crash. Officers issued 16 traffic citations, addressing speed, signal and sign violations. There were 3 of our citations that were for driving while license suspended or never receiving a license. They

also issued 26 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

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

Together we can make a better community

Respectfully,
Bristol Police Department

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

Section 10, Item a.

First Date: 06/01/2024

Jurisdiction: ECC

Last Date: 06/30/2024

	<i>Department</i>	<i>Number</i>
1	4	182

Total: 182

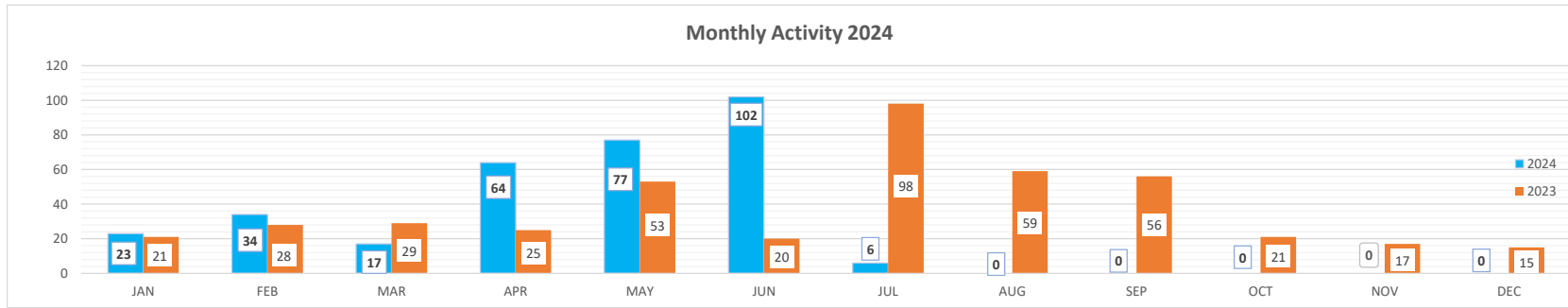
Code Enforcement Dashboard 2024

Section 10, Item a.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2024	2023	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Abandoned & Junk Vehicles (Property)	0	3	0	2	1	0	0	0	0	0	0	0	6	18	5	0	0	0	5	0	1
Abandoned & Junk Vehicles (Street)	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Animals	1	3	0	0	2	0	0	0	0	0	0	0	6	11	6	0	0	0	7	0	0
Bicycles & foot scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High Grass	0	0	0	14	37	40	2	0	0	0	0	0	93	144	93	0	0	0	90	0	3
Illegal Parking	11	20	8	18	14	27	1	0	0	0	0	0	99	140	99	0	0	0	97	0	2
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Litter & Dumping	0	0	0	0	0	0	0	0	0	0	0	0	0	23	0	1	0	0	0	0	0
Loud Noise or disturbing the peace	1	0	0	1	1	0	0	0	0	0	0	0	3	2	3	0	0	0	2	1	0
Nuisance issues	0	2	5	4	1	2	0	0	0	0	0	0	14	26	14	0	0	0	11	3	0
Snowmobiles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snow and Ice from sidewalk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs and devices	2	0	3	21	15	28	0	0	0	0	0	0	69	35	69	0	0	0	69	0	0
Trash on property	2	2	0	2	0	3	0	0	0	0	0	0	9	3	9	1	0	0	6	0	1
Trees & Bushes	0	1	0	0	6	0	0	0	0	0	0	0	7	6	7	0	0	0	7	0	0
Weeds & Rank Vegetation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Vehicles for sale on grass	1	0	1	0	0	0	0	0	0	0	0	0	2	9	2	0	0	0	2	0	0
Other	5	3	0	2	0	2	3	0	0	0	0	0	15	22	15	0	0	0	15	0	0
TOTAL	23	34	17	64	77	102	6	0	0	0	0	0	323	442	322	2	0	0	311	4	7

Citizens' complaints	6	4	2	6	11	3	3	0	0	0	0	0	35
Code enforcement officer	17	30	15	58	65	99	3	0	0	0	0	0	287

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



2023 21 28 29 25 53 20 98 59 56 21 17 15



BRISTOL FIRE DEPARTMENT

405 E. ELKHART STREET
BRISTOL, IN. 46507
Office 1-574-848-4155 / Fax 1-574-848-0459



Section 11, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

July 2024 Operations Report:

We responded to 107 calls in June.

We had 433 responses in June.

Staffing:

We are short 1 Fulltime Firefighter/EMT.

We are short 1 Fulltime Firefighter/Paramedic.

Additional:

Happy to report that we had zero fireworks incidents.

We are finalizing construction on our new ambulance that will start being built over the next month.

The training grounds are moving forward. We now have a driveway, and you will start seeing us use this property more.

We enjoyed the Bristol Homecoming. Thank you, Bristol Homecoming Committee.

Thank you,
Nicholas J.A. Kantz
Fire Chief

Filter statement

Filters Alarm Date Range 6/1/24 to 6/30/24

Total Incidents & False Alarms

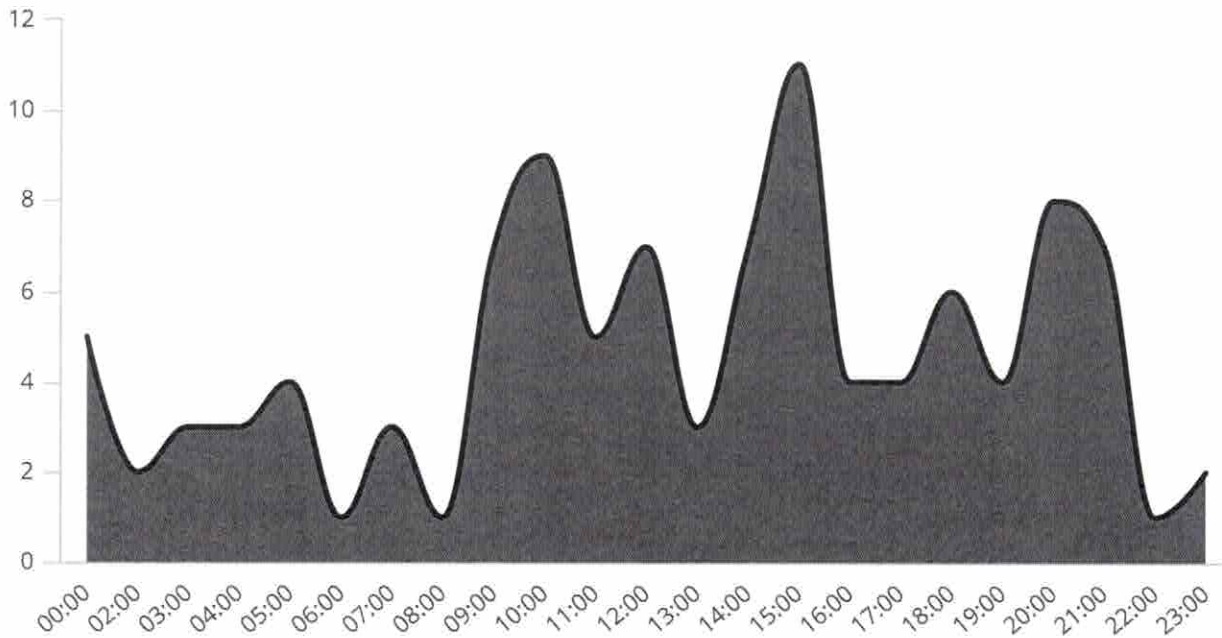
Total Incidents w/false alarms included

107

Percent of Incidents with False Alarm

Percent of False Alarm Calls
6.54%

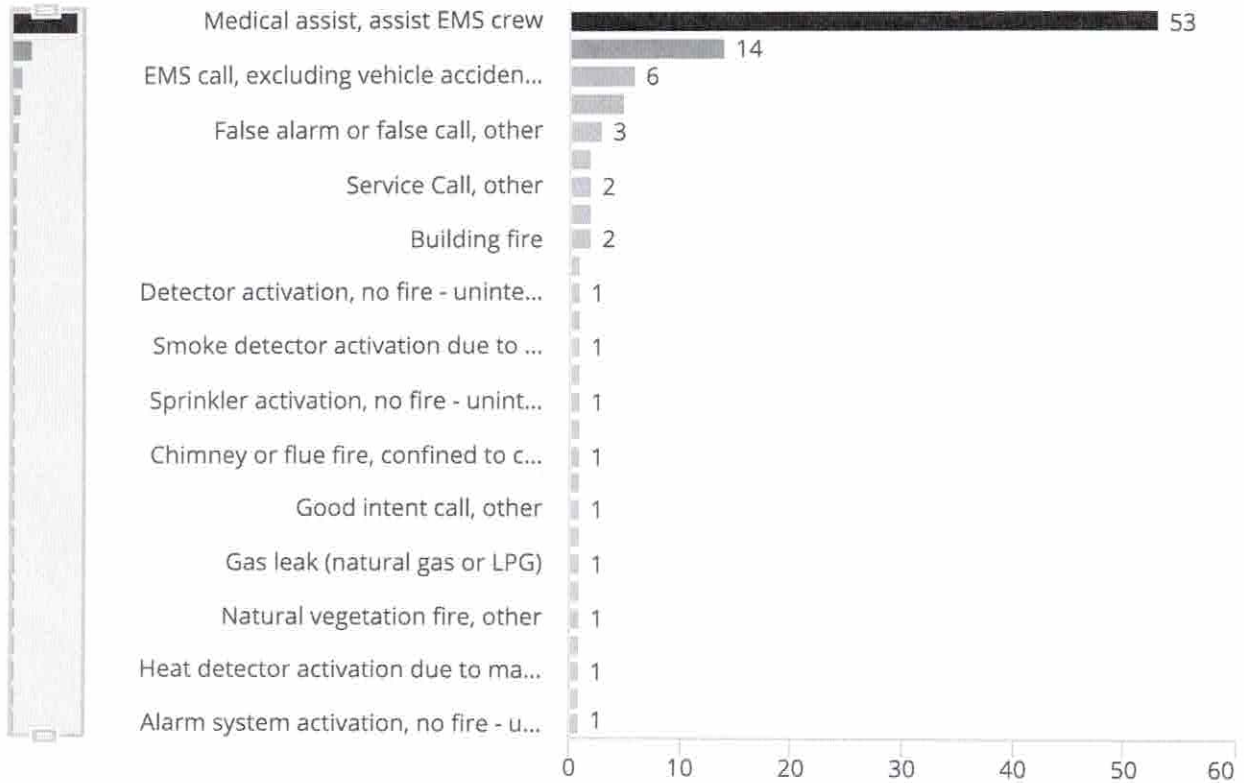
Incidents over Time



Filter statement:

Filters **Alarm Date Range** 6/1/24 to 6/30/24

Breakdown of False Alarm Incidents by Type



Total Number of Incidents

of unique Incident Number

107

July 7, 2024 Park Board Report

Attending: Scott Dreamer, Linda Powell, Mike Ropp, Andrew Medford, Eric Funkhouser, Carol Reeves, Director of the Bristol Library,

June minutes were approved as mailed.

There was a discussion on the use of the Gator by Perry Nelson.

After the discussion, the Board voted to allow Perry to use the Gator as long as he is doing work to benefit the town and its public streets and property. There will be no personal use, and he needs to stay in town while using it. It was moved by Scott, and seconded by Linda. Motion approved.

Carol Reeves said that they were having another car show this year on Aug. 17th in Congdon Park 11am to 3pm. Carol wondered if the Park Board would be interested in buying the banner that would cost \$717.83. After a discussion, the Board voted to purchase the banner for the car show, using funds from the summer program. It has no date on it, so it can be used on additional years. The banner is 360" x 30" inches. Linda motioned, and Scott seconded to purchase the banner. Motion passed. The sign will be two sided and hung as soon as it gets here.

Park Board discussed with Library Director that we could work more together to coordinate events.

Congdon Park:

Eric Funkhouser, Street Dept. Superintendent reported about the Graffiti on the floor of the Pavilion in Congdon Park. Eric said that they neutralized the bad language and will deal with the floor of the Pavilion after the Homecoming. Eric said it would be approximately \$150 to repaint the Pavilion floor. There was a discussion on the condition of the railings of the Pavilion, and it was determined that after Homecoming would be a better time to deal with the railings. Mike Yoder is looking into Monogram's interest in helping to restore or replace the Pavilion in Congdon Park.

-2-

Kayak launch at Congdon is very difficult to maneuver. There needs to be work done on the approach to the river.

Cummins Park:

The Mulberry tree in Cummins Park is depositing berries on the walking path and needs to be removed.

Eric shared his visit with Wendy, a Playground consultant. Her findings were that we are not compliant in several areas, mainly mulching needs, higher borders and cement obstructions in the play areas. Eric is going to get quotes on how much it would cost to fix these areas to make us compliant. This will be part of our 5-year plan.

Eric said that they worked on the splash pad to remove the slime and it made an improvement but did not fix the problem. It was determined that our well water is causing the slippery conditions. We need to determine a better solution.

Pickle Ball Court: There was a discussion on how long lights should be on at the Courts. Due to rising costs, the lights may have to be turned off at dusk. We are discussing the costs of LED lights. The Park Board will look into having a fund raiser to help with the cost of replacing our lights with LED lights.

Hermance Park:

Mike Ropp talked about the area to the West of Hermance Pavilion. Landscape timbers need to be removed from the old play area and that whole grass area that is now being mowed will be planted with native plants and wet land natives. This planting will not interfere with the IDNR boat/trailer parking area. Eventually there will be a walking path around this area.

Community Garden: Mike Ropp stated that there was a need for a small shed at the Community Garden. Some tools have disappeared from the garden area, and therefore, we need to lock them up.

-3-

Mike Ropp asked if anyone would need to store anything for the park, so he could determine what size shed would be appropriate. The board decided that there was really nothing that needed to be stored at this time, except for the garden supplies.

Mike said he would look into the cost of a 6x8 garden shed and report back next meeting.

Five Year Plan

The Board will be holding a public meeting on Thursday, Sept. 5, 2024 at 6pm at the Bristol Public Library to discuss and get feedback from the public on what they feel they want in our five year plan. We will have questionnaires for them to fill out. A general discussion will be held.

Next meeting:

August 13, 2024 at 6pm at the Town Hall.

Reported by Secretary, RoseMary McDaniel.

ORDINANCE NO. 08-15-2024-18

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

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

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

WHEREAS, the Petition requests that five (5) parcels along State Road 15, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-34-200-005.000-030, 20-03-34-200-006.000-030, 20-03-35-100-011.000-030, 20-03-35-100-018.000-030, and 20-03-35-100-002.000-030, consisting of approximately 155 acres (the “Annexation Territory”), be annexed by the Town; and

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

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

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

WHEREAS, the Annexation Territory is currently zoned under Elkhart County zoning as Agricultural (A-1), General Planned Unit Development Limited Manufacturing (GPUD M-1), General Planned Unit Development General Manufacturing (GPUD M-2), General Planned Unit Development Business and Wholesale (GPUD B-3), Limited Manufacturing (M-1), and General Manufacturing (M-2); and

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

WHEREAS, the Council has conducted a public hearing on July 18, 2024, as required by law with regard to the annexation of the Annexation Territory; and

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

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

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

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 15th DAY OF AUGUST, 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

Prepared by and return after recording to:

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

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

EXHIBIT A

LEGAL DESCRIPTION

The following described tracts of land:

Part of the Southwest Quarter of Section 26, part of the Northeast Quarter of Section 34, and Part of the Northwest Quarter of Section 35, all in Township 38 North, Range 6 East, situated in Washington Township, Elkhart County, State of Indiana and all the more particularly described as follows:

Beginning at a steel tablet marking the Southeast Corner of the Northeast Quarter of said Section 34; thence South 89°49'10" West, along the South Line of the Northeast Quarter of said Section 34, a distance of 1332.08 feet to a Masonry Nail marking the Southwest Corner of the East Half of Said Northeast Quarter; thence North 00°37'38" West along the West Line of the East Half of said Northeast Quarter, 2526.83 feet to a Spindle Gear marking the southwest corner of land deeded to James E. & Mary A. Garver, as per Deed Record No. 87-000057; thence North 89°48'00" East, along the south line of said Garver Land, 332.77 feet to a Pinch Pipe, marking the southeast corner of said Garver Land; thence North 00°36'14" West, along the east line of said Garver Land, 131.95 feet to an Iron Pipe marking the northeast corner of said Garver Land, and a point on the North Line of the Northeast Quarter of said Section 34; thence North 89°42'25" East, along said north line, 641.89 feet to an Iron Pipe marking the southeast corner of a tract of land deeded to Bristol Buildings, as per Deed Record No. 95-018010;

thence North 89°49'42" East, along the North Line of Said Northeast Quarter, 1887.92 feet to a Pinch Pipe, marking the southeast corner of Lot One (1), as said Lot is known and designated on the recorded Partial Replat Of Bristol Industrial Park, as per plat book 22, Page 17; thence continuing on the North line of said Northeast Quarter to the West line of land conveyed to Nicolas Dejong 2000 Revocable Trust as per Deed Record No. 2001-23508; thence South 00°20'48" East, along the west line of said Dejong Land, 1818.84 feet to a Rebar w/cap marking a point on the north line of land deeded to Lyle D. Menges as per Deed Record No. 2001-17135; thence South 89°03'43" West, 235.19 feet to an Iron Pipe marking the northwest corner of a tract of land deeded to Stephen C. & Dawn M. Tanger, as per Deed Record No. 98-22693; thence South 89°48'48" West, 1845.23 feet to a Rebar w/cap; thence South 00°10'35" East, 989.56 feet to the aforesaid Point Of Beginning.

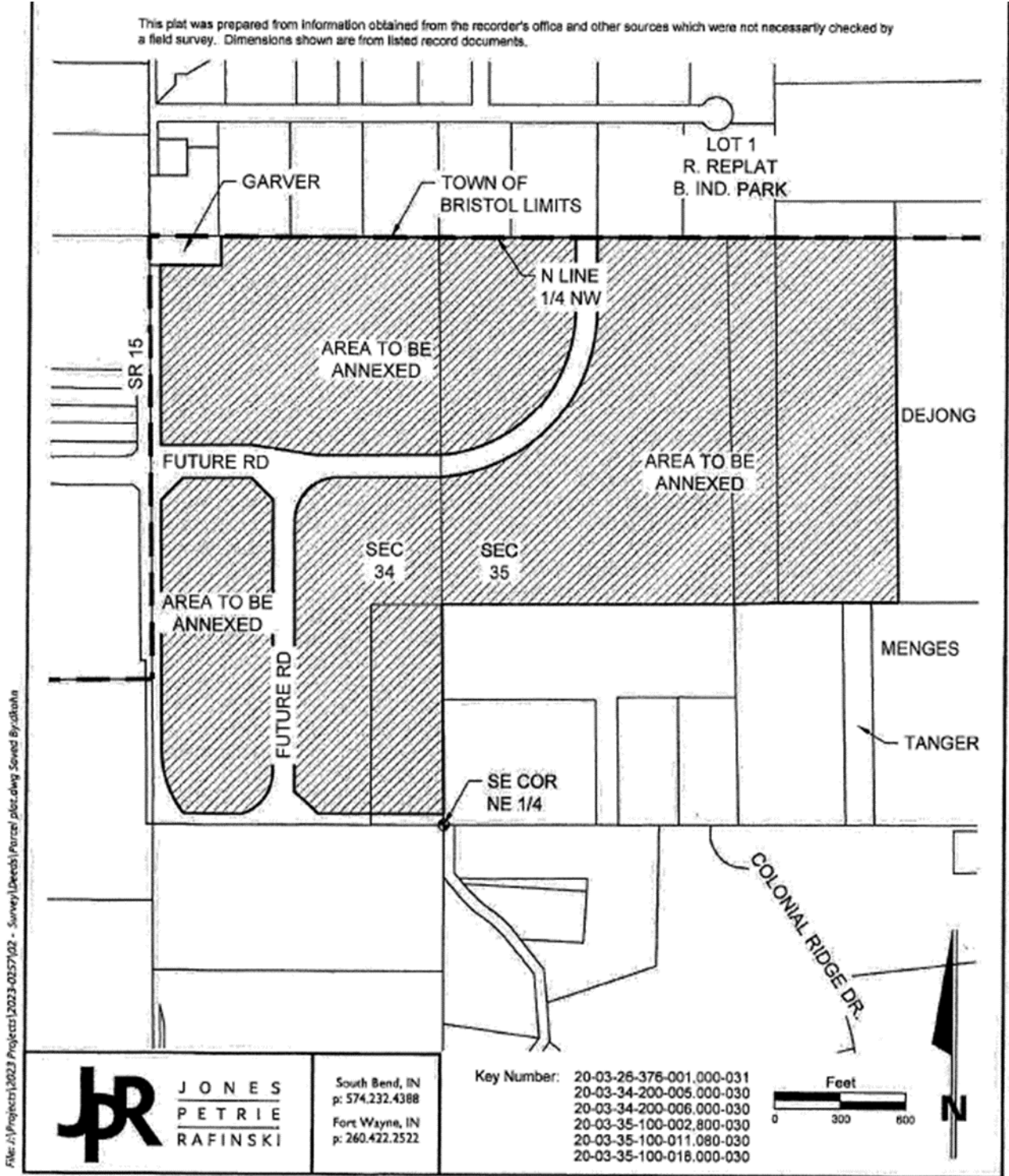
Containing 155 Acres more or less.

Subject to public highway.

Subject to any and all easements/encumbrances or facts which may be disclosed by a full and accurate title search.

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY



ORDINANCE NO. 08-15-2024-19

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

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

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

WHEREAS, the Petition requests that three (3) parcels along State Road 15, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-23-326-002.000-031, 20-03-23-177.001-000-030, and 20-03-23-177-002.000-030, consisting of approximately 38 acres (the “Annexation Territory”), be annexed by the Town; and

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

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

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

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

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

WHEREAS, the Council has conducted a public hearing on July 18, 2024, as required by law with regard to the annexation of the Annexation Territory; and

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

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

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

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 15th DAY OF AUGUST, 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

Prepared by and return after recording to:

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

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

EXHIBIT A

LEGAL DESCRIPTION

All that part of the following described tract of land lying North of the South line of the Northwest quarter and East of the West line of the East half of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, State of Indiana.

DR 2005-32086

Part of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, State of Indiana, described as follows: Commencing at the southeast corner of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 23; thence Westwardly along the south line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 23 a distance of 12.29 Chains to the center of the Bristol-Mottville Road (State Road 15); thence Southwestwardly along the centerline of said Road a distance of 3.73 chains to its intersection with the southerly line of land conveyed to Richard P. & Evelyn G. Schamehorn in DR 193, pg. 463, being the southeast corner of land conveyed to Thomas M. & Stacey B. Nickel in DR 92-029475, said point also being on the easterly extension of the northerly line of Lots 4 and 5 as shown on the plat of Happer's Acres; thence on an assumed bearing of North 36 degrees 09 minutes 30 seconds East along the centerline of said Road a distance of 125.78 feet (Deed: 125.94 feet) to a masonry nail at the northeasterly corner of said Nickel land, said nail being the place of beginning of this description; thence North 53 degrees 50 minutes 30 seconds West along the northerly line of said Nickel land a distance of 300 feet to an iron stake at the northwesterly corner of said Nickel land; thence South 36 degrees 09 minutes 30 seconds West along the westerly line of said Nickel land a distance of 270.19 feet (Deed: 270.35 feet) to an iron stake on the southerly line of said Schamehorn land, said stake being the southwest corner of said Nickel land; thence North 79 degrees 37 minutes West along the southerly line of said Schamehorn land and along the northerly line of said Lots 4 and 5 in Happer's Acres and said

line extended a distance of 1,116 feet more or less to the easterly water's edge of the St. Joseph River; thence meandering Northwardly along the easterly water's edge of said River to a point on the south line of the Indiana East-West Toll Road, said point being 150 feet (measured at right angles) southerly of the centerline of said Toll Road; thence South 77 degrees 03 minutes 20 seconds East along the southerly line of said Toll Road a distance of 399 feet more or less to the point of T.S. of said Toll Road; thence Eastwardly along the spiral, along the southerly 150' right-of-way line of said Toll Road to a chord distance of South 77 degrees 23 minutes 30 seconds East 202.62 feet to the point of S.C. of said spiral; thence Eastwardly along a curve to the left, along the southerly 150' right-of way line of said Toll Road (R = 5879.58 feet) a distance of 520.37 feet (chord: South 80 degrees 35 minutes 30 seconds East 520.20 feet) to an iron stake on the southerly line of land conveyed to Mary Ellen Koons in DR 303, pg. 263; thence South 53 degrees 50 minutes 30 seconds East along the southerly line of said Koon's land a distance of 1,296.10 feet to a masonry nail on the centerline of said Road, said nail being the southmost corner of said Koon's land; thence South 36 degrees 09 minutes 30 seconds West along the centerline of said State Road a distance of 1,217.94 feet to a masonry nail; thence North 53 degrees 50 minutes 30 seconds West a distance of 50 feet to an iron stake on the westerly 50' right-of-way line of said Road; thence South 36 degrees 09 minutes 30 seconds West along the westerly 50' right-of-way line of said road a distance of 165 feet to an iron stake; thence South 53 degrees 50 minutes 30 seconds East a distance of 50 feet to a masonry nail on the centerline of said Road; thence South 36 degrees 09 minutes 30 seconds West along the centerline of said Road a distance of 325.89 feet to the place of beginning of this description.

DR 2006-03507

A part of Section 23, Township 38 North, Range 6 East, Washington Township, Elkhart County, more particularly described as follows: Beginning in the center of the Bristol and Mottville Roads at the Northeasterly corner of land owned by Elmer B. Foreman and Louise M. Foreman as shown in Elkhart County Deed Record 175, page 516 (said corner being described as 12.29 chains West and 33.845 chains North 37 degrees East of the Southeast corner of the North Half of the Southwest Quarter of said Section 23; thence Southwesterly along the centerline of said Road 15 feet to the beginning point of this description; thence North 53 degrees West parallel with the North line of said Foreman land to the South line of the Indiana East-West Toll Road; thence Westerly along the South line of the Indiana East-West Toll Road; thence Westerly along the South line of said Toll Road to the Southwest property line of the said Foreman land (described in Deed Record 175, page 516); thence Southeasterly along the Southwesterly line of the said Foreman tract to the Southeasterly corner of said tract, being the centerline of the Bristol and Mottville Road; thence Northeasterly along the centerline of said Bristol Mottville Road to the place of beginning.

Containing 38 acres more or less

Subject to survey

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY

