



TOWN COUNCIL REGULAR MEETING

Thursday, September 17, 2026 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 regular council minutes from August 20 and September 3, 2026 and Executive minutes from September 3, 2026

REPORTS

7. TOWN MANAGER

- a. General Services Contract and MS4 consulting contract (Not to exceed \$55,000) with BF & S Engineering
- b. B-1 uses for Mainstreet RFP
- c. Project update

8. CLERK-TREASURER

- a. Amended Salary Ordinance No. 9.17.2026-24
 - for a new hire in the Police Dept - Aaron Pierce
 - 1) Motion to waive the second reading and adopt on the first reading.
 - 2) followed by a Motion to approve the amended salary ordinance no, 9.17.2026-24 on the first reading.

9. TOWN MARSHAL

- [a.](#) August report

10. FIRE CHIEF

- [a.](#) BFD Operations report

11. PARK BOARD

- [a.](#) Park Board report > Linda or Cathy A

12. TOWN ATTORNEY

- [a.](#) Introduce and discuss ordinance regarding e-bike use in Town Parks

13. PRIVILEGE OF THE FLOOR (Public Comments to Council) Limit 3 minutes

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

14. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

October 1: Council meeting - 2027 budget

15. MOTION TO ADJOURN

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____
in the year 20____, by and between

TOWN OF BRISTOL
303 East Vistula Street
Bristol, IN 46507

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
500 East 96th Street, Suite 500
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

General Engineering Services Agreement

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. **Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office:

500 East 96th Street, Suite 500, Indianapolis, IN 46240

2. **Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. **Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as

instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services

performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the

OWNER copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultants, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed

in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 20__.

ENGINEER:

BUTLER, FAIRMAN and SEUFERT, INC.


Michael D. Eichenauer, Executive V.P.

OWNER:

TOWN of BRISTOL TOWN COUNCIL

By: _____
Jeff Beachy, Council President

By: _____
Cathy Burke, Council Member

By: _____
Dean Rentfrow, Council Member

By: _____
Gregg Tuholski, Council Member

By: _____
Doug DeSmith, Council Member

Attest: _____

APPENDIX "A"

SERVICES BY ENGINEER

The **ENGINEER** shall provide services as noted below:

1. Provide engineering services as directed by the **OWNER**.
2. Consult with **OWNER** and its agents upon request of the **OWNER**.
3. Consult with any and all governmental agencies reasonably necessary in order to render advice or services requested.
4. Upon request by the **OWNER**, furnish plans and documents necessary for projects in relation to each specific assignment authorized by the **OWNER**.

APPENDIX “B”**INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

This **AGREEMENT** shall be applicable to all assignments authorized by the **OWNER** and accepted by the **CONSULTANT** subsequent to the date of each notice and shall be effective as to all assignments authorized.

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

APPENDIX "D"

COMPENSATION

A. General Services

The **OWNER** agrees to compensate the **ENGINEER** for general services on the basis of actual hours of work performed on the project at the hourly billing rates noted in **APPENDIX D-1**. This Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for general services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

B. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”**SCHEDULE OF COMPENSATION****BUTLER, FAIRMAN and SEUFERT, INC.****2026 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer’s Assistant III	\$ 215.00
EA-II	Engineer’s Assistant II	\$ 190.00
EA-I	Engineer’s Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-I	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX “E”

MISCELLANEOUS PROVISIONS

There are no miscellaneous provisions.

September 8, 2026

Mr. Mike Yoder
Town of Bristol
303 East Vistula Street
Bristol, IN 46507

RE: 2026 MS4 General Permit Compliance Assistance – Task Order 1

Dear Mr. Yoder:

Butler, Fairman and Seufert, Inc. (BF&S) is pleased to provide the following proposal for Task Order 1 – 2026 MS4 General Permit Compliance Assistance. All terms of the Master General Services Agreement dated September 17, 2026, between Butler, Fairman and Seufert, Inc. (**Engineer**), and the Town of Bristol (**Owner**) shall apply to this task order.

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

We appreciate the opportunity to work with Town of Bristol on this important endeavor. Should there be any questions, please contact the undersigned.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.



Samantha Groce
Stormwater Department Head

AGREEMENT AND AUTHORIZATION TO PROCEED

2026 MS4 General Services – Task Order 1

Jeff Beachy

Date

APPENDIX “A”

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The **OWNER** seeks assistance in meeting the MS4 General Permit requirements. This service is to be provided, including the tasks specified herein, to assist the **OWNER** in managing and implementing the permit requirements set forth in the Town of Bristol MS4GP.

B. SCOPE OF WORK

The scope of work outlined below includes that which is necessary to assist with compliance with the Town’s MS4GP, Stormwater Quality Management Plan, and related SOPs. The **OWNER** desires assistance with meeting requirements of the IDEM issued MS4 General Permit. The anticipated support needs include the scope listed below, noting the level of assistance is not quantified and subject to change, based on the needs of the **OWNER**.

The efforts will stay within the limits of the total fee not to exceed, as listed in Appendix “D” or if modified by the **OWNER**. The **ENGINEER** will coordinate with the **OWNER** in addition to the following scope of work as requested by the **OWNER**.

Review and Reporting

- Review the Stormwater Quality Management Plan, Education Plan, IDDE Plan and SOP, and update, as needed, based on input from the **OWNER**.
- Update the Stormwater Ordinance to meet the most current IDEM MS4GP requirements.
- Assist with completing the MS4GP Annual Report for permit year 5

Administration of Compliance

- Administration of compliance program management meetings to include collecting data quarterly. Organize information provided to track progress and document compliance.

Employee Training

- Provide role-specific training for the MS4 Coordinator to enhance program administration, compliance oversight, and reporting capabilities.

Post Construction

- Conduct onsite municipal owned and operated post construction stormwater management measures inspections, as requested by the **OWNER**.
- Develop a plan to conduct an inventory of existing post construction units within corporate limits.
- Complete post construction inventory per the plan approved by the **OWNER**.

On-Call Services:

Provide assistance on an on-call basis for items outside of the scope listed in previous categories.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** for review and approval within the approximate time periods shown in the following and contract completion by December 31, 2027:

<u>Scope of Work</u>	<u>Completion Date</u>
Review and Reporting	
Quarterly collect and organize data to track progress reports	15 th after end of Qtr.
Annual Report PY5	May 14, 2027
Review Education, IDDE, const and post const. SOPs	July 17, 2027
Update Ordinance	December 31, 2027
Post Construction	
Post Construction Inspection	Contract duration
Employee Training	
MS4 coordinator Role-specific training	December 31, 2026

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** as mutually agreed upon after the Notification to Proceed from the **OWNER**, exclusive of review time required by **OWNER** and other government agencies.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under No. 2 and 3 below, the total fee not to exceed \$55,500.00 unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Employee Training	\$ 5,000.00
Review and Reporting	\$ 22,500.00
Annual Report	\$ 5,500.00
Sub-Total	\$ 33,000.00

3. The **ENGINEER** will be paid for the following work on an hourly not to exceed basis in accordance with the following schedule:

Fee Schedule Summary:

Administration for Compliance	\$ 11,500.00
Post-Construction Site Inspections	\$ 6,000.00
On-Call Services	\$ 5,000.00
Sub-Total	\$ 22,500.00

B. Additional Services

Additional Services would be services required in connection with permits, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer’s Assistant III	\$ 215.00
EA-II	Engineer’s Assistant II	\$ 190.00
EA-I	Engineer’s Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-I	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

B-1 Neighborhood Business District

(2) Uses (cont.)

Use	Use-Specific Standards & Definitions	Use	Use-Specific Standards & Definitions
Agricultural Uses		Manufactured Home (Permanent Foundation)	
Agriculture, Field and Row Crops	■ 158.05(B)(1)(b)	■ 158.05(B)(6)(j)	
Greenhouse, Retail	■ 158.05(B)(1)(e)	Manufactured Home (Temporary Foundation), Park or Subdivision	■ * 158.05(B)(6)(k)
Stable, Private and Noncommercial	■ 158.05(B)(1)(h)	Retail & Service Uses	
Office Uses		Barber or Beauty Shop	■ 158.05(B)(7)(c)
Professional Offices	■ 158.05(B)(3)(a)	Bed & Breakfast Inn	■ * 158.05(B)(7)(d)
Public & Civic Uses		Building or Home Improvement Supplies	■ 158.05(B)(7)(e)
Assembly Hall	■ 158.05(B)(4)(a)	Farmers Market, Indoor	■ 158.05(B)(7)(g)
Cemetery	■ 158.05(B)(4)(b)	Farmers Market, Outdoor	■ 158.05(B)(7)(h)
Community Center	■ 158.05(B)(4)(c)	Funeral Home	■ 158.05(B)(7)(j)
Correctional Facility	■ 158.05(B)(4)(d)	Hotel/Motel	■ 158.05(B)(7)(l)
County or Municipal Government Offices or Facilities	■ 158.05(B)(4)(e)	Kennel	■ * 158.05(B)(7)(m)
Day Care, Adult or Child	■ * 158.05(B)(4)(f)	Pet Store	■ 158.05(B)(7)(o)
Emergency Services, Fire or Police	■ 158.05(B)(4)(g)	Resort	■ 158.05(B)(7)(p)
Hospital	■ 158.05(B)(4)(h)	Restaurant or Catering Establishment, without Drive-In or Drive-Through	■ 158.05(B)(7)(q)
Library/Museum/Cultural Facility	■ 158.05(B)(4)(i)	Retail & Service	■ 158.05(B)(7)(s)
Medical/Dental Clinic or Laboratory	■ 158.05(B)(4)(j)	Veterinary Clinic	■ 158.05(B)(7)(x)
Place of Worship	■ 158.05(B)(4)(k)	Transportation Uses	
School, Pre-K/Nursery	■ 158.05(B)(4)(l)	Parking Lot or Structure, Commercial	■ 158.05(B)(8)(b)
School, Public or Private Elementary, Middle, or High	■ 158.05(B)(4)(m)	Passenger Terminal, Bus or Train	■ 158.05(B)(8)(c)
Social Service Establishment	■ 158.05(B)(4)(n)	Truck, tractor, trailer, bus or recreational vehicle storage or parking yard, lot or garage	■ 158.05(B)(8)(d)
University, College, or Seminary	■ 158.05(B)(4)(o)	Utility Uses	
Recreation & Entertainment Uses		Solar Energy System	* See Sec. 158.04(F)
Casino	■ 158.05(B)(5)(b)	Utilities, Major	■ 158.05(B)(9)(a)
Marina	■ 158.05(B)(5)(c)	Utilities, Minor	■ 158.05(B)(9)(b)
Parks & Open Space	■ 158.05(B)(5)(d)	Wireless Communication Facility	* 158.05(B)(9)(c)
Recreation & Entertainment, Indoor	■ 158.05(B)(5)(e)		
Recreation & Entertainment, Outdoor	■ 158.05(B)(5)(f)		
Stadium/Arena	■ 158.05(B)(5)(g)		
Vehicle Race Track, Small	■ * 158.05(B)(5)(i)		
Residential Uses			
Assisted Living Facility	■ 158.05(B)(6)(a)		
Dwelling or Complex, Multiple-Family	■ 158.05(B)(6)(b)		
Dwelling, Single-Family (attached)	■ 158.05(B)(6)(c)		
Dwelling, Single-Family (detached)	■ 158.05(B)(6)(d)		
Dwelling, Two-Family	■ 158.05(B)(6)(e)		
Dwelling, Upper-Story	■ 158.05(B)(6)(f)		
Group Home, 8 Residents or Fewer	■ 158.05(B)(6)(g)		
Group Home, More than 8 Residents	■ 158.05(B)(6)(h)		
Group Home, State Regulated	* See 158.05(B)(6)(i)		





Section 7, Item c.











Salary Ordinance No. 9-17-2026-24

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 2026; 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, 2026, through December 31, 2026, or from the date amended through December 31, 2026, shall be as follows:**

2026 BASE PAY RATE SCHEDULE

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June and December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June and December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$3,021.35 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$ 2,718.93 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$32.29 per hour	100% General Fund
Utility Clerk [DT]	Nonexempt Full-Time	\$19.14 per hour	100% Water Fund
Town Marshal [SP]	Exempt Full-Time	\$3,742.98 biweekly	100% Police Fund
Chief Deputy [DL]	Nonexempt Full-Time	\$45.77 per hour	100% Police Fund
Detective [NR]	Nonexempt Full-Time	\$40.68 per hour	100% Police Fund
Sergeant [KH]	Nonexempt Full-Time	\$44.19 per hour	100% Police Fund
Deputy Police Officer [GP]	Nonexempt Full-Time	\$35.09 per hour	100% Police Fund
Deputy Police Officer [AD]	Nonexempt Full-Time	\$39.67 per hour	100% Police Fund
Deputy Police Officer [CP]	Nonexempt Full-Time	\$32.51 per hour	100% Police Fund
Deputy Police Officer [VA]	Nonexempt Full-Time	\$32.51 per hour	100% Police Fund
Deputy Police Officer [AP]	Nonexempt Full-Time	\$33.95 per hour	100% Police Fund
Deputy Police Officer [GS]	Nonexempt Full-Time	\$39.67 per hour	100% Public Safety Fund

TITLE	CLASSIFICATIO	BASE PAY RATE	BUDGETED FUNDS
Deputy Police Officer [JD]	Nonexempt Full-Time	\$32.51 per hour	100% Public Safety Fund
Ordinance Officer [RC]	Nonexempt Part-Time	\$24.64 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$25.43 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	\$33.50 per hour	100% General Fund
Street Department Superintendent [JC]	Nonexempt Full-Time	30.00 per hour	100% General Fund
Street Department Employee – 3 [MG]	Nonexempt Full-Time	\$28.19 per hour	100% General Fund
Utility Superintendent [TM]	Nonexempt Full-Time	\$39.23 per hour	65% Wastewater 35% MS4
Utility Employee-3 [KB]	Nonexempt Full-Time	\$30.39 per hour	100% Wastewater Fund
Utility Employee 4 [JM]	Nonexempt Full-Time	\$34.42 per hour	100% Water Fund
WWTP Manager [EF]	Nonexempt Full-Time	33.50 per hour	100% Wastewater Fund
Office Support Assistant [PE]	Nonexempt Part-Time	\$10.76 per hour	100% Water Fund
Utility Department Seasonal Employee	Nonexempt Seasonal	\$15.00 per hour	100% Water Fund
Community Services Assistant Seasonal Employee(s)	Nonexempt Seasonal	\$15.00 per hour	100% Giveback Fund
High School Street Department Level 1	Nonexempt Part Time	\$14.00 per hour	50% MVH Fund,25% Park 25% Cemetery
High School Street Department Level 2	Nonexempt Part Time	\$15.00 per hour	50% MVH Fund,25% Park 25 % Cemetery
Seasonal Employee(s) Various departments	Nonexempt Part-Time	\$25.00 per hour	25% MVH Fund,25% Park 50% Cemetery

GUIDELINES FOR THE PAYMENT OF BASE RATES

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2026 with the first biweekly pay date of January 9, 2026, based on the pay period designated as Sunday, December 21, 2025, through Saturday, January 3, 2026. The standard workweek is from Sunday through Saturday. All employees are paid biweekly, which equates to 26 pays during 2026.

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

The Town Council President and the Town Council members shall be paid in two installments, with one-half of annual compensation paid during first payroll period in July and one-half of annual compensation paid during last payroll period in December, at rates established in base pay

Salary Ordinance No. 9-17-2026-24

rate schedule above. Park Board members shall be paid during the last payroll period in December, at the rate established in the 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.

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 2026, 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

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.

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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 Indiana Criminal Justice Institute Selective Enforcement program will be compensated at double time ~~one and one-half times~~ their hourly rate for all hours worked in the Selective Enforcement program, beyond their normal daily duties. In 2026, there will be 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

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.

"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.

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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 supervisorial 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**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 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 2026: one distribution in June of 2026 and one distribution in December of 2026 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-time and part-time employees as a reward and recognition for their continued acceptable level of job performance after one year 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

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\$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 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 2026 Base Pay Rate Schedule above.

Specialized Training Compensation

The Bristol Police Department will compensate full-time employees for specialized training. Each employee may receive pay for up to three (3) specialties, with each specialty compensated at \$500.00 annually. All compensated specialties must be approved by the Marshal. Recognized specialties may include, but are not limited to, Breath Test Operator, Instructor Generalist, Firearms Instructor, Emergency Vehicle Operations Instructor, Defensive Tactics Instructor, Psychomotor Skills Instructor, Field Training Officer, First Line Supervisor, Phlebotomist, Child First Interviewer, and any other training as approved by the Marshal.

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.

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 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 weather or a 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 employment. Eligible employees include:

- Regular full-time employees

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

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2026 United Health Care (UHC) Plans	AIM Option 1 PPO -Total Costs	AIM Option 1 Monthly Employer 90% Costs	AIM Option 1 Monthly Employee 10% Costs	AIM Option 2 HSA -Total Costs	AIM Option 2 Monthly Employer 90% Costs	AIM Option 2 Monthly Employee 10% Costs
Employee Only	\$1,029.14	\$926.23	\$102.91	\$849.21	\$764.29	\$84.92
Employee Plus Spouse	\$2,058.29	\$1,852.46	\$205.83	\$1,698.42	\$1,528.58	\$169.84
Employee Plus Children	\$1955.37	\$1,759.83	\$195.54	\$1,613.50	\$1,452.15	\$161.35
Family	\$2,984.52	\$2,686.07	\$298.45	\$2,462.70	\$2,216.43	\$246.27

For the plan year 2026, the Town will make a one-time contribution to employees' HSA accounts as follows:

HSA Account	Town Contributions
Employee Only	\$1,000.00
Employee plus Child	\$1,500.00
Employee plus Spouse	\$1,500.00
Family	\$2,000.00

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

Delta Dental	Monthly Employer Contribution
Employee Only	\$28.16
Employee plus One	\$56.35
Employee plus Children	\$76.10
Employee plus Family	\$114.36

VSP Vision Care	Monthly Employer Contribution
Employee Only	\$6.15
Employee plus One	\$12.33
Employee plus Children	\$13.16
Employee plus Family	\$21.05

The renewal dates for the medical, dental, and vision insurance plans are on January 1, 2026. 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.

Salary Ordinance No. 9-17-2026-24**Life and AD&D Insurance**

The Town of Bristol offers all eligible employees upon their date of hire participation in One America Life 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 \$6.00 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2026, 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 One America at no cost to the employees. Eligible employees include:

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums per month from the General, Water, and Sewer Fund, in the following amounts:

- Employee \$12.14
- Employee \$16.22
- Employee \$17.89
- Employee \$19.05
- Employee \$20.11 (×2)
- Employee \$20.24 (×3)
- Employee \$21.40
- Employee \$21.63
- Employee \$21.88
- Employee \$22.21
- Employee \$22.39
- Employee \$25.02
- Employee \$25.30 (×6)
- Employee \$31.42

The renewal date for short-term disability insurance is on January 1, 2026, 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 & 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 employee's budget lines as stated in the 2026 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.

Salary Ordinance No. 9-17-2026-24**Voluntary Benefits**

The Town of Bristol offers eligible regular full-time employees upon their date of hire to elect to participate in voluntary benefits from Vimly Benefit Solutions, through the AIM Medical Trust benefits, to include:

- Life Insurance
- Accidental Death and Dismemberment (AD&D) Insurance

The employee is responsible for paying the full biweekly premium and premiums are dependent upon which benefit is elected. The Town of Bristol does not contribute to the premium of any of the benefits as elected. Refer to the Plan Document for additional information on voluntary benefits.

NationWide Retirement Plans – Civilian Employees and Police Department Sworn Officers**Civilian Employees**

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 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.

Police Department – Sworn Officers

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

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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:

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 (60-hours)
On January 1 st in year ten and thereafter	20-days (160-hours)	Ten-days (80-hours)

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.

Salary Ordinance No. 9-17-2026-24

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

Personal Leave Time (PLT) Benefits

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

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

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive five (5) PLT days on January 1st of each year. Employees will not receive PLT if they are on 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.

In the event that available PLT is not used by the end of the calendar year, full-time employees may carry over four-days and part-time employees may carry over one-half that amount to be used by the end of the following calendar year. Upon termination of employment, employees will not be paid for unused PLT that has been earned through their last day of work.

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 2026 include the following:

Holiday	Date
New Year's Day	01/01/2026
Martin Luther King Jr. Day	01/19/2026
Presidents Day	02/16/2026
Memorial Day	05/25/2026
Independence Day	07/04/2026
Labor Day	09/07/2026
Columbus Day	10/12/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Day after Thanksgiving	11/27/2026

Salary Ordinance No. 9-17-2026-24

Christmas Eve Day	12/24/2026
Christmas Day	12/25/2026
New Year's Eve Day	12/31/2026

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.

If a recognized holiday falls during an eligible employee's approved paid absence such as vacation or personal leave time, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. If an employee is absent 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.

All eligible civilian full-time nonexempt employees will receive the day off of work on the holiday and holiday pay for that day off of work. Eligible civilian full-time employees who work on a recognized holiday will receive holiday pay plus wages at a rate of time and one-half for all hours worked on the holiday.

All eligible full-time nonexempt sworn-in Police Officers, whether or not they work on the holiday, will receive holiday pay for eight-hours at a rate of time and one-quarter their regular rate of pay. If eligible Police Officers work on the holiday, they will receive the holiday pay plus wages at their regular rate of pay for all hours worked on the holiday. Overtime compensation for Police Officers will be paid in accordance with federal and state wage and hour laws.

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 another 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.

Salary Ordinance No. 9-17-2026-24

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

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.

Salary Ordinance No. 9-17-2026-24

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 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

Section 8, Item a.

Salary Ordinance No. 9-17-2026-24

PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this
____ day of September 2026.

YAY

NAY

____Jeff Beachy, Pres. _____

____Cathy Burke _____

____Gregg Tuholski _____

____Doug DeSmith _____

____Anthony Davidson _____

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

BRISTOL POLICE DEPARTMENT MONTHLY REPORT

August 2026

Police Department

Calls For Service	475
Case Reports Taken	51
In Custody Arrests	8

Traffic Stops

) Citations	94
) Warnings	49
Accidents	12
Impounded Vehicles	14
Miles Driven	15,195
Overtime Hours	27.25

Code Enforcement

High Grass	55
Signs & Devices	17
Illegal Parking	12
Abandoned Junk and Vehicles	1
Trees and Bushes	8
Other	3
Citizen's Complaints	3
Code Enforcement Officer	93

Reports Taken: 51

Burglary / Building	1
DWLS,Poss of Marijuana	1
Poss of Marijuana,Poss of Paraphernalia	2
DWI,Poss of Marijuana	1
Drugs Sale/Manu,Poss of Controlled Substance	1
Impound	2
Poss of Marijuana	3
Criminal Mischief,Poss of Marijuana,Resisting Arrest	1
DWLS	5
Sexual Assault	1
DWI	1
DWI,Other (Specify)	1
Other (Specify)	4
Theft	4
Warrant Service	3
ARIES Accident Report	10
Accident	2
Resisting Arrest	1
Harassment Stalking	1
DWLI	2
Poss of Controlled Substance	1
Assault,Domestic Dispute	1
DWLS,Poss of Marijuana,Warrant Service	1
DWLS,Poss of Marijuana,Poss of Paraphernalia	1

Calls for Service: 475

TRAFFIC STOP	207
SUSPICIOUS VEHICLE	7
NEED ASSITANCE	4
RECKLESS DRIVING	7
STANDBY	2
FOUND ITEM	1
IMPROPERLY PARKED VEHICLE	10
VEHICLE IN DITCH	1
MOTORIST ASSIST	15
VIN CHECK	24
ATTEMPT TO LOCATE	4
WELFARE CHECK	7
INVESTIGATION	10
ALARM	16
AREA CHECK	26
AUTO THEFT	2
INJURED ANIMAL	1
LOCK OUT	4
VEHICLE ACCIDENT - PD	8
INTOXICATED DRIVER	5
NARCOTICS	1
WANTED SUBJECT	5
SPECIAL ASSIGNMENT	4
THREATS/HARRASSMENT	6
DOMESTIC FIGHT WITH WEAPONS	2
SEE COMPLAINTANT	17
POLICE K9 NEEDED	1
AMUBLANCE CALL	9
PURSUIT	2
CRIMINAL RECKLESSNESS	1
SUPPLEMENT	2
TRAFFIC CONTROL	4
LOOSE DOG	4
VEHICLE ACCIDENT - UNKNOWN INJURIES	1
TRANSPORTATION	2
CIVIL PROBLEMS	3
REFUSAL TO LEAVE	1

BRISTOL POLICE DEPARTMENT MONTHLY REPORT

Section 9, Item a.

FIGHT	3
SUSPICIOUS PERSON	13
MOLEST	1
LOUD MUSIC	1
BURGLARY IN PROGRESS	1
VIOLATION OF RESTRAINING ORDER/CO CONTACT ORDER	2
WIRES DOWN	1
THEFT	3
MENTAL SUBJECT	1
VEHICLE ACCIDENT - PI	3
ABANDONED VEHICLE ON ROADWAY	1
HOTRODDERS	1
DOG BARKING	2
RUNWAY/MISSING	1
H/R ACCIDENT - PD	1
PUBLIC RELATION	1
ATTEMPTED SUICIDE	1
BAT CHECKS	1
ESCORT	1
DOMESTIC FIGHT	3
CRIMINAL MISCHIEF	1
SLUMPED OVER THE WHEEL	1
ABANDONED VEHICLE OFF ROADWAY	1
DEBRIS IN ROAD	1
BOAT ACCIDENT	1
INCORRIGIBLE	1
BURGLARY	1

Respectfully,

Stephen M. Priem, Marshal



BRISTOL FIRE DEPARTMENT

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



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

September 2026 Operations Report:

We responded to 112 calls in August.

We had 319 responses in August.

Primary Incident Type	Incidents
Abdominal pain / problems	3
Accidental alarm	5
Altered mental status	1
Breathing problems	8
Cancelled	6
Cardiac arrest	1
Chest pain (non-trauma)	6
Citizen assist / service call	2
Convulsions / seizures	4
Diabetic problems	1
Electrical power line down / arcing / malfunction	1
Fall	7
Fire / smoke alarm	2
Gas leak / gas odor	3
Headache	1
Heart problems	1
Intercept other unit	1
Lift assist	5
Motor vehicle collision	11
No appropriate choice (medical response)	12
Odor investigation	1
Other false call	1
Other traumatic injury	2
Overdose	1
Person in water (Swiftwater / river)	1
Sick case	10
Smoke from non-hostile source (Smoke scare)	1
Stroke / CVA	4
Structural involvement	3
Trash / rubbish fire	1
Unconscious victim	3



BRISTOL FIRE DEPARTMENT

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Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

Unknown problem (medical)	2
Vegetation / grass fire	1
Total	112

As we move into September and the beginning of the fall season, the Bristol Fire Department would like to remind our residents to use extra caution as we approach leaf season and fall cleanup. This time of year, often brings an increase in outdoor burning, so we want everyone to be familiar with Indiana's residential open-burning requirements.

The following rules must always be followed for residential open burning:

- Only **clean wood products** may be burned. Treated wood is not considered clean wood.
- Wood products coated with **stain, paint, preservatives, glue, or other coatings** are not allowed to be burned.
- Residential open burning of clean wood products must be conducted in a **noncombustible and ventilated container**.
- Recreational or ceremonial fires, such as fires for scouting activities or cooking, may burn only **clean wood products, paper, or charcoal**.
- Burning must be conducted during **safe weather conditions** and should not take place during high winds or pollution alert days.
- Fires must be **attended at all times until completely extinguished**, and adequate fire-suppression equipment must be readily available.
- Non-recreational burning must occur during **daylight hours**, and the fire must be completely extinguished before sunset.
- Open burning is **not permitted at mobile home parks, apartments, condominium complexes, or buildings containing more than four dwelling units**.
- A fire must be extinguished if it creates a **fire hazard, nuisance, pollution problem, or threat to public health**.
- All burning must comply with applicable **federal, state, and local laws, rules, and ordinances**. Local governments may have additional restrictions, including restrictions on burning leaves or other yard waste.

As residents begin cleaning up leaves, branches, and other materials around their properties, please remember that **household garbage, plastics, tires, construction debris, treated lumber, painted wood, and other prohibited materials should never be burned**.

Whenever possible, residents are encouraged to consider alternatives to open burning, such as mulching leaves, composting, chipping brush, or utilizing available yard-waste and leaf-collection programs.



BRISTOL FIRE DEPARTMENT

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



Section 10, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

The Bristol Fire Department asks everyone to take a few extra minutes before starting an outdoor fire to consider the weather conditions, surrounding vegetation and structures, and the availability of a water source. Never leave an outdoor fire unattended and make certain that it is completely extinguished when you are finished.

We appreciate everyone's cooperation in helping keep Bristol and the surrounding community safe as we enter the fall season.

Thank you,
Nicholas J.A. Kantz
Fire Chief



Bristol Indiana Parks

PO Box 122 Bristol, IN 46507

574.848.7007

bristolparks@bristolindiana.org



September Minutes

Meeting called to order 9/01/26, 6:01 pm

In attendance Mikel Ropp, Scott Dreamer (Zoom), Linda Powell, Austin Burton and Mike Yoder, Jill Swartz, John Creech, and Truth Hensley

August minutes needed.

First order of business, Mikel Ropp motion to appoint Truth Hensley as secretary, Linda Powell 2nd. All in favor. Truth Hensley as new secretary effective immediately.

Budget Proposal 2027: Mike Yoder walks through the budget proposal, looking back at 2026. Linda remarks there is a missing donation from 2026 Budget, Jill adds we are still expecting endowment money, amount unknown at this time but in 2025 it was ~\$7800 and came in October. Mike Yoder specifies there is \$55,000 available for future projects. Mikel Ropp motion to accept 2027 budget, Linda Powell 2nd. All in favor, Budget is approved.

John Creech presents his park report.

Congdon park electrical damage from vandals repaired by Timpi Electric, outlets are upgraded and compliant. On 8/25 the parking lot was crack-filled and seal coated with new parking spots re-stripped.

Corn Dog Festival Update, it's all coming along well. The Hub is still searching for 4 shifts of volunteers to help run festival.

Jill Swartz brings up the Truck or Treat event will be held in Congdon Park on Saturday, October 31 from 5-7PM. Looking for more volunteers/businesses with a truck/table, doing a best design competition.

Jill brings up the Turkey Trot happening Thanksgiving Day, putting signs out a week before in Congdon and Cummins Parks.

Jill brings up Tree Lighting Ceremony, first Friday in December, held at the Bristol Fire Department. Fire Chief spoke to Jill and wants to have a tree by then. Says there will be a future sponsor request for cocoa/candy.

Cummins Park benches installed and new concrete pad poured at the basketball court, concrete for the additional pad was donated by Smith Ready Mix. Large Mulberry near basketball court was removed and stump-ground. John is speaking with Seal Masters to find the right product to fill in pickleball court.

Hermance Park some breakers were tripping at pavilion, but he fixed them. Native Wetland Planting Plan meeting 9/02 at 2PM to discuss planting date, plenty of plants donated, no cost for plants or seeds. John discusses methods for removing grass, agrees on sod cutting with weed fabric and rock placed.

John referred Mikel Ropp to Clay Kusbach as a resource for Native Wetland Planting Project. He specializes in grant-writing.

Jill wants a Master Gardener's resource table at the farmers market.

John reports the old boat ramp was redone with a concrete curb and floor, ditch refilled with new rip-rap for better filtration from trash. Triangle to the west John would like to fill it with weed barrier and rock. Linda and Mikel were hoping to plant that area with natives. Future discussion will be needed and they will meet and discuss.

Memorial Park Mikel Ropp brings up a letter proposal for Memorial Park and plaque memorial. Austin brings up a few edits to the letter i.e. privacy, adding "How has Bristol impacted you?", question 6 year timeframe cap. Linda wants to remove 6 year cap so other notable Bristol figures to be able to participate.

Linda brings up the memorial paver idea, says a plaque is movable whereas the pavers would be difficult to relocate if needed. Also alumni Carlene Sigsbee from the Bristol Historical Society informed Linda that the Museum is not relocating and has begun their brick program again. Mikel Ropp agrees to rethink the memorial paver idea for funding upon this new information, as well as speaking to Carlene Sigsbee. Mikel Ropp will reword the Memorial Proposal Letter and email a new draft when finished.

Mikel Ropp motion to adjourn, Austin 2nd. Adjourned. Next meeting Tuesday, 10/06 at 6PM.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AMENDING THE TOWN CODE OF ORDINANCES TO REGULATE THE USE OF BICYCLES AND ELECTRIC MOTOR TRANSPORTERS IN TOWN PARKS

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

WHEREAS, the Town owns, maintains, and operates public parks for the benefit, safety, and enjoyment of residents and visitors; and

WHEREAS, the Council desires to regulate the use of Town parks in a manner that promotes pedestrian safety, protects park facilities and natural areas, and preserves the peaceful recreational character of such parks; and

WHEREAS, Indiana Code § 9-21-11-13.1 recognizes that a Town may by ordinance exercise control over the use of electric bicycles within Town limits; and

WHEREAS, the Council finds that prohibiting the use of electric bicycles within Town parks is in the best interests of the health, safety, and welfare of the Town and its residents.

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 Chapter 20 of the Code of Ordinances for the Town of Bristol, Indiana is hereby amended to add a new Section 20-27, which shall read as follows:
- “Sec. 20-27. – Regulation of bicycles and electric motor transporters in town parks; exceptions; enforcement.
- (a) No person shall operate, ride, propel, or otherwise use a bicycle within any Town park except upon a designated bicycle path, multi-use path, trail, or other route expressly designated by the Town or the Park Board for bicycle travel.
 - (b) No person shall operate, ride, propel, or otherwise use an electric bicycle, electric foot scooter, electric one-wheel skateboard, electric unicycle, electric wheel hoverboard, EZ Quadribent™, motor-driven cycle, or Segway® within any Town park, including on any sidewalk, trail, pathway, parking area, open space, athletic field, playground area, shelter area, or other park facility owned, operated, or maintained by the Town or the Park Board for the Town.

- (c) Subsections (a) and (b) do not apply to: (1) bicycles or electric motor transporters used by Town employees, law enforcement officers, emergency responders, or other authorized personnel in the performance of official duties; (2) devices used as mobility aids by individuals with disabilities, to the extent required by applicable law; or (3) bicycles or electric motor transporters that are walked or carried through a Town park and are not ridden or operated.
- (d) Any Town police officer who observes a violation of this section may issue an ordinance violation citation. Penalties shall be as set forth in Section 24-237.”

Section 3 Chapter 24, Section 24-237(l)(5) of the Code of Ordinances for the Town of Bristol, Indiana is hereby amended to read in full as follows:

“(5) Bicycles, electric bicycles, and electric motorized transporters.

Violation	Fine
Attaching oneself to a moving vehicle	\$20.00
Failure to maintain two hands on the handlebar	\$20.00
Illegal parking	\$20.00
Inadequate braking system	\$20.00
More than two passengers	\$20.00
No headlights and/or taillights	\$20.00
Riding more than two abreast	\$20.00
Riding on the sidewalk within the business district	\$20.00
Operating a bicycle or electric motor transporter in a town park in violation of Section 20-27	\$20.00
Violating bike path regulations	\$20.00
Violating rules of this subsection	\$20.00

Violating the time of operation	\$20.00
Second violation in 12 months	\$25.00
Third violation in 12 months	\$50.00

- Section 4

The remaining portions of the Code of Ordinances are not affected by this Ordinance and shall remain in full force and effect.
- Section 5

All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.
- Section 6

If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.
- Section 7

This Ordinance shall be in full force and effect in accordance with Indiana law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA, ON
THIS _____ DAY OF _____, 2026.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Gregg Tuholski

Doug DeSmith

Tony Davidson

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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