



TOWN COUNCIL REGULAR MEETING

Thursday, June 06, 2024 at 7:00 PM

Council Chambers - Bristol Municipal Complex and live
streamed Town of Bristol YouTube channel

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 the following meeting minutes: May 16, 2024, May 21, 2024 and May 24, 2024

REPORTS

7. TOWN MANAGER

- a. Nipsco easement along Ponderosa. Additional easement required as part of new infrastructure for new sub-station. No poles will be installed, easement prevents any structures being built. No need to move community garden

- b. Great Lakes Laminating CF-1 PP taxes

Estimated investment on SB-1 \$4,500,000 equipment /Actual investment \$ 9,127,717 of equipment

Estimated payroll SB-1 \$1,560,000 / Actual \$3,975,088

4-year abatement, signed 2019

Recommend approval as substantially compliant

- c. Satellite CF-1 - abatement expired

- d.** Town Manager report

8. CLERK-TREASURER

- a.** Pyrotechnico Fireworks agreement 2024 - \$1K credit has been applied to the \$16K contract. The Town and the Homecoming committee will pay the remaining balance due of \$15K.

Page 2 of the agreement reflects future display dates based on the dates shared by the Homecoming committee. I have confirmed with Tommy Feldman that he is and will remain our fireworks specialist until further notice. Requesting confirmation of acceptance and signature to shore up the contract. Thanks, Cathy Antonelli

9. TOWN ATTORNEY

- a.** Ordinance 6-6-2024-14 designating wide load detour

10. NEW BUSINESS

- a.** chicken ordinance variance -currently in process
- b.** sign design meeting > back burner due to fire
- c.** food truck plan > in process, to be presented soon

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

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

12. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

June 18 Work session - fire protection options with Baker Tilly

June 20 Regular Council meeting

13. MOTION TO ADJOURN



Contract Number: 46466-48

AGREEMENT TO PAY BALANCE FOR EASEMENT

With the delivery hereof, **Town of Bristol, Indiana** (collectively the “Grantor”) has executed and delivered to Northern Indiana Public Service Company LLC, an Indiana limited liability company (“NIPSCO”), an Easement for Electric Facilities, in connection with the Menges Ditch Project (the “Project”), for the real property identified by property identification number(s) 20-03-26-155-001.000-031, located in Elkhart County, Indiana (the “Property”), for the total agreed upon consideration in the amount of _____ Dollars and 00/100 (\$_____), in full payment and satisfaction for the foregoing easement. Grantor hereby accepts all obligations to pay any and all persons having claims or demands against or interest in the consideration received for the construction and installation of the facilities for the Project on the Property.

Now, NIPSCO covenants and agrees to pay to the Grantor the foregoing consideration within forty-five (45) business days from the date all parties have signed, which payment may be made by check, payable to the Grantor and addressed to the following address via United States mail:

SPECIAL HANDLING REQUESTED

Payee: _____

Street Address: _____

City, State, Zip: _____

Attn: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

NIPSCO Signature: _____

Contract Field Agent Initials (if applicable): _____

Printed Name: _____

Printed Name: Chris A Carroll

Dated: _____, 20____

Dated: _____, 20____

GRANTOR

Grantor Signature: _____

Grantor Signature: _____

Printed Name: _____

Printed Name: _____

Dated: _____, 20____

Dated: _____, 20____

Tenant Signature (if applicable): _____

Printed Name: _____

Dated: _____, 20____

☐ See Compensation Worksheet for further detail (if checked).

For NIPSCO Use Only:

Contract Agent Name: Chris A Carroll

WO Number: 50682-911

HRI: 366162

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**
Northern Indiana Public Service Company LLC
Attn: Survey & Land
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Warranty Deed dated November 29, 2016, and recorded in the Office of the Recorder for Elkhart County, Indiana, as Document No. 2016-24881.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46466-48

THIS EASEMENT FOR ELECTRIC FACILITIES (this “Easement”) is granted by **Town of Bristol, Indiana** whose address is **303 E. Vistula St, Bristol, IN 46507** (“Grantor”) in favor of Northern Indiana Public Service Company LLC, an Indiana limited liability company, with its principal place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 (“Grantee”).

W I T N E S S E T H

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor’s property located in Elkhart County, Indiana (the “Premises”):

1. construct, erect, install, operate, maintain, replace (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon (in place) towers and poles and to string, wires, cables, conductors, grounds, anchor and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances (collectively, the “NIPSCO Facilities”);
2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;
3. perform pre-construction work;

4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands;

5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit B attached hereto and incorporated herein.

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement. Grantor will not change the depth of cover or conduct grading operations within the Easement Area, without the written consent of the Grantee. Grantor shall not construct or permit to be constructed or place any unapproved fences, unapproved roads, passageways or trails (gravel or paved) within the Easement Area, without the written consent of the Grantee. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area, without the written consent of the Grantee. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this _____ day of _____, 20_____.

Town of Bristol, Indiana

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) _____, (title) _____ of **Town of Bristol, Indiana** and acknowledged the execution of the foregoing instrument in behalf of **Town of Bristol, Indiana** as the voluntary act and deed of **Town of Bristol, Indiana** for the uses and purposes set forth.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

Print Name _____
(SEAL)

Sign Name _____
Notary Public

My Commission Expires _____
A Resident of _____ County, _____

This instrument prepared by: Kathryn Bryan, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Kathryn Bryan, NIPSCO Legal Counsel.

STATE OF INDIANA
ELKHART COUNTY
WASHINGTON TOWNSHIP
SEC. 26, T. 38 N., R. 6 E.

EXHIBIT "A"

TOWN OF BRISTOL
DOCUMENT NO. 2016-24881
PARCEL ID #20-03-26-155-001.000-031

Section 7, Item a.
THIS IS A
BOUNDARY SURVEY.

EASEMENT DESCRIPTION

THAT PART OF LOT 12, HENRY P. AND LAURA HANFORD ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 6 EAST, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT VOLUME 4, PAGE 472, ELKHART COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 89° 00' 53" EAST ON THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 20.14 FEET; THENCE SOUTH 02° 22' 35" EAST 69.07 FEET; THENCE SOUTH 09° 48' 39" EAST 81.27 FEET; THENCE SOUTH 26° 37' 15" EAST 26.67 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 69° 58' 03" WEST ON SAID SOUTH LOT LINE 48.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 00° 51' 04" WEST ON THE WEST LINE OF SAID LOT 12 A DISTANCE OF 189.37 FEET TO THE POINT OF BEGINNING.

CONTAINING ±0.116 OF AN ACRE.

BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, US SURVEY FEET

PARCEL ID: 20-03-26-155-001.000-031



5/13/2024

BRIAN P. LIEBERG
LS - 20800148

DATE

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

INDIANA STATE PLANE COORDINATE SYSTEM
(EAST ZONE) U.S. SURVEY FEET.

DRAWN BY: TLK

SCALE:

SHEET 1 of 2

EXHIBIT "A" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

EASEMENT: 12

JOB #: 230444

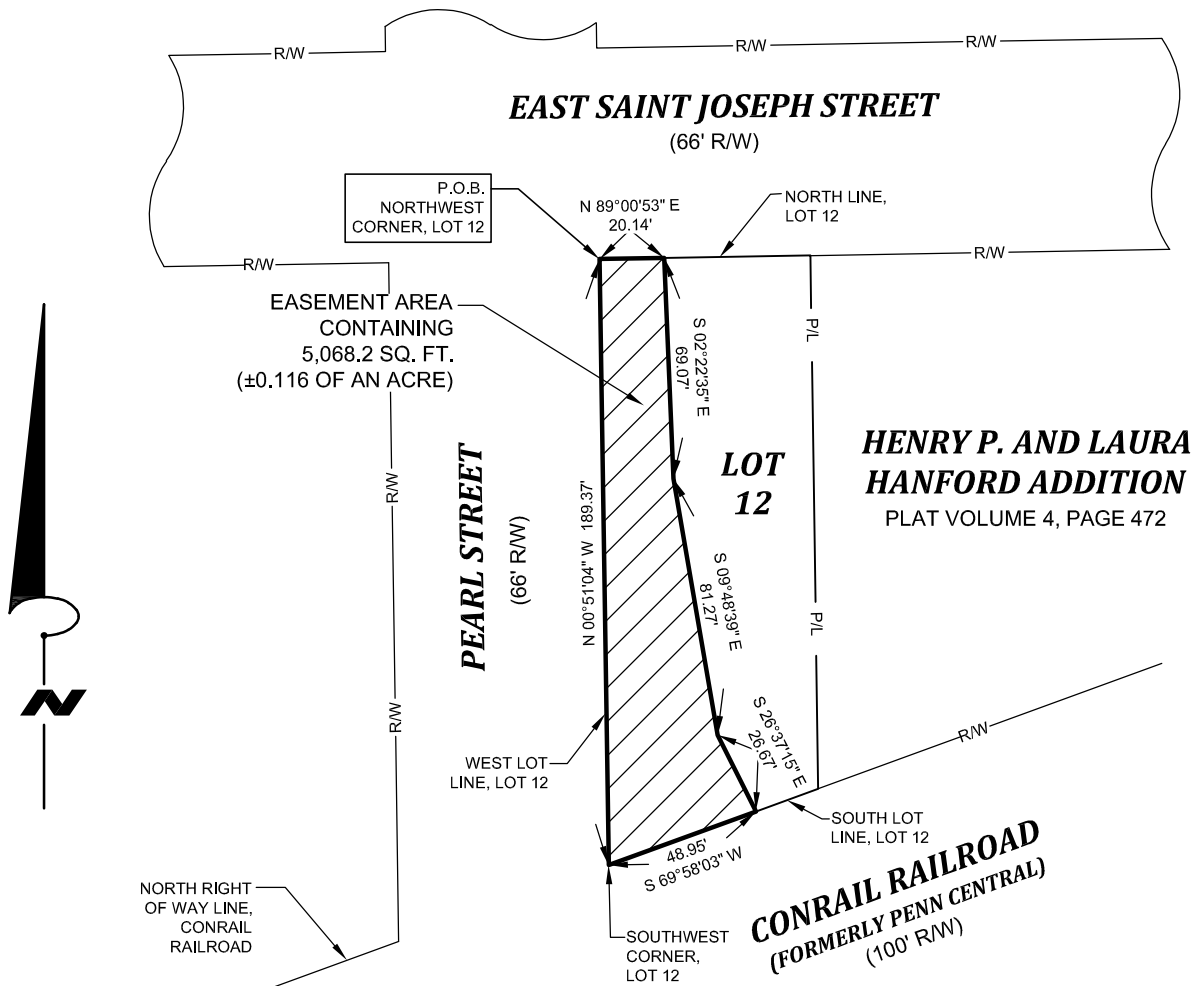
DATE CREATED: 04/29/2024

REVISIONS: 05/13/2024

EXHIBIT "B"

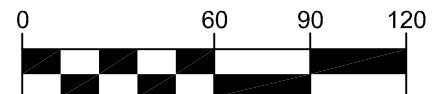
TOWN OF BRISTOL
DOCUMENT NO. 2016-24881
PARCEL ID # 20-03-26-155-001.000-031

Section 7, Item a.
THIS BOUNDARY SURVEY



LEGEND

P.O.B. POINT OF BEGINNING
— R/W — ROAD RIGHT OF WAY LINE
— P/L — PROPERTY LINE
NEW EASEMENT AREA



1 inch = 60 ft.



[Signature]

BRIAN P. LIEBERG
LS - 20800148

5/13/2024

DATE

NIPSCO
NORTHERN INDIANA PUBLIC SERVICE COMPANY

INDIANA STATE PLANE COORDINATE SYSTEM
(EAST ZONE) U.S. SURVEY FEET.

DRAWN BY: TLK

EXHIBIT "B" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

EASEMENT: 12

JOB #: 230444

SCALE: 1" = 60'

DATE CREATED: 04/29/2024

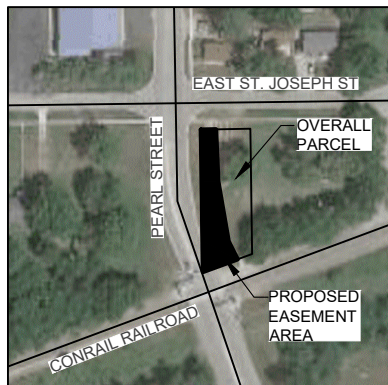
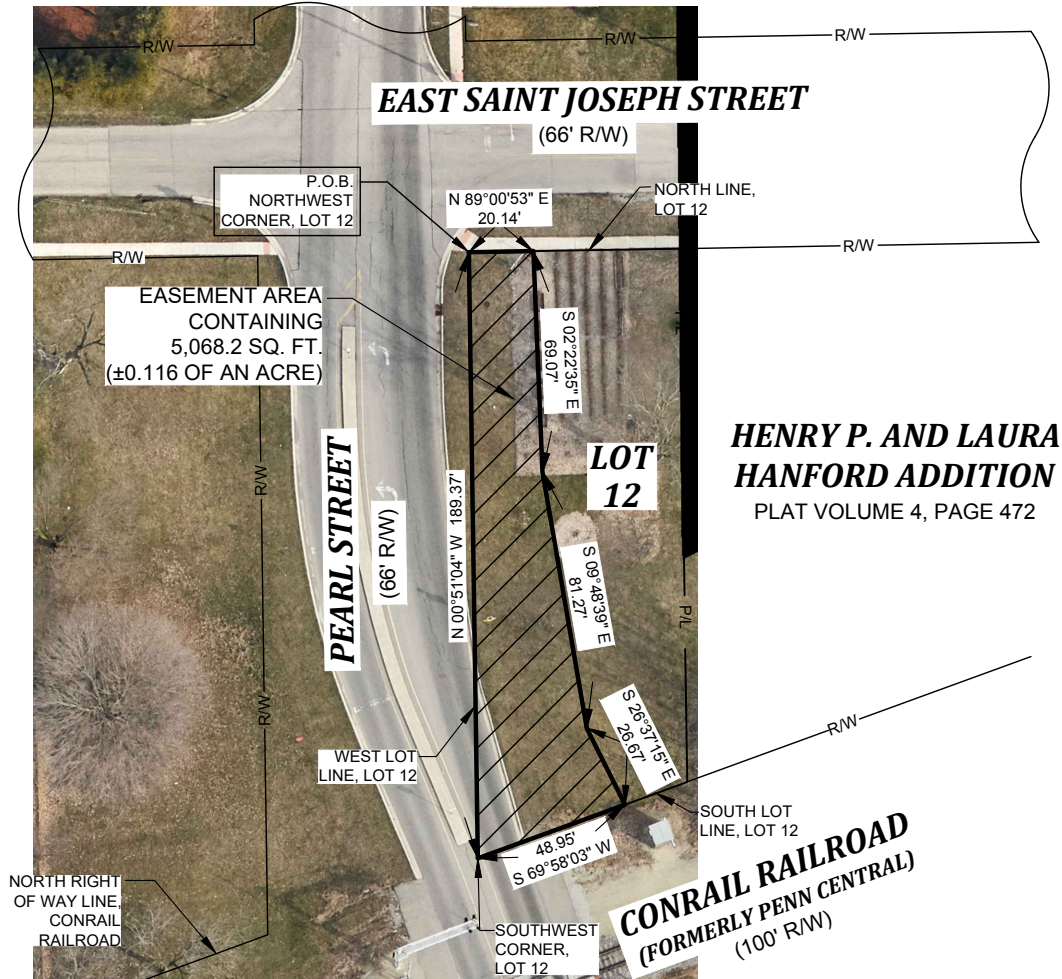
REVISIONS: 05/13/2024

SHEET 2 of 2

EXHIBIT "B"

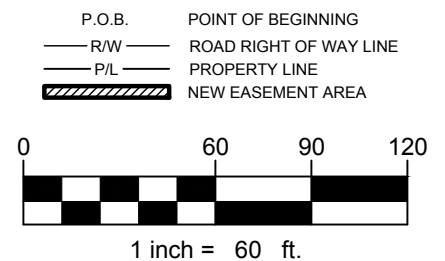
TOWN OF BRISTOL
DOCUMENT NO. 2016-24881
PARCEL ID # 20-03-26-155-001.000-031

Section 7, Item a.
BOUNDARY SURVEY



VICINITY MAP
NOT TO SCALE

LEGEND



AERIAL DRAWING FOR REFERENCE
ONLY, NOT FOR RECORDING

NIPSCO NORTHERN INDIANA PUBLIC SERVICE COMPANY		INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET.	
		DRAWN BY: TLK	EXHIBIT "B" PREPARED BY: WIGHTMAN 2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
EASEMENT: 12	JOB #: 230444	SCALE: 1" = 60'	
DATE CREATED: 04/29/2024	REVISIONS: 05/13/2024	SHEET 1 of 1	



COMPLIANCE WITH STATEMENT OF BENEFITS
PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)
Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP
2024 PAY 2025

- INSTRUCTIONS:
1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1		TAXPAYER INFORMATION	
Name of taxpayer Great Lakes Lamination, Inc.		County Elkhart	
Address of Taxpayer (street and number, city, state and ZIP code) 16776 Woodland Hills Drive S Granger IN 46530		DLGF Taxing District Number 031 Bristol	
Name of Contact Person Joseph Rowan	Telephone Number 574-389-9664	Email Address jrowan@glfp.net	

SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY	
Name of Designating Body Bristol Town Council	Resolution Number 03-21-19R	Estimated Start Date (month, day, year) 03/01/2019	
Location of Property 1103 S. Maple Street Bristol IN 46507		Actual Start Date (month, day, year) 03/01/2019	
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. See attached		Estimated Completion Date(month, day, year) 12/31/2021	
		Actual Completion Date (month, day, year) 12/31/2021	

SECTION 3		EMPLOYEES AND SALARIES	
		AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees			
Salaries			
Number of Employees Retained			
Salaries			
Number of Additional Employees		50	104
Salaries		1,560,000	3,975,088

SECTION 4		COST AND VALUES						
	MANUFACTURING EQUIPMENT	R & D EQUIPMENT	LOGIST DIST EQUIPMENT	IT EQUIPMENT				
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project								
Plus: Values of Proposed Project	4,500,000						15,000	
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	4,500,000						15,000	
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	7,627,776	3,002,801						
Plus: Values of Proposed Project	1,499,947	598,724						
Less: Values of Any Property Being Replaced								
Net Values Upon Completion of Project	9,127,717	3,601,525						

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).

SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER	
		AS ESTIMATED ON SB-1	ACTUAL
WASTE CONVERTED AND OTHER BENEFITS			
Amount of Solid Waste Converted			
Amount of Hazardous Waste Converted			
Other Benefits:			

SECTION 6		TAXPAYER CERTIFICATION	
I hereby certify that the representations in this statement are true.			
Signature of Authorized Representative 	Title CFO	Date Signed (month, day, year) 5-13-2024	

Prepared by: KRUGGEL LAWTON & CO, LLC EIN 35-1307701 • 317 W. FRANKLIN ST., ELKHART, IN 46516 • 574-264-2247

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The property owner IS in substantial compliance		
<input type="checkbox"/>	The property owner IS NOT in substantial compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing
HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 5 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By:		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			

ATTACHMENT TO FORM CF-1, page 1, Section 2

Name of taxpayer
Great Lakes Lamination, Inc.

SECTION 2	LOCATION AND DESCRIPTION OF PROPERTY
<p>Description of real property improvements and/or new manufacturing equipment to be acquired</p> <p>This is a start up company and will be producing wood laminated products. Lamination equipment and ancilliary equipment will be purchased. We expect to add a minimum of 50 employees over the next three years.</p>	



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R5 / 12-21)

Prescribed by the Department of Local Government Finance

20 24 PAY 20 25

FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 16, 2022, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer Satellite Industries, Inc.		County Elkhart
Address of taxpayer (number and street, city, state, and ZIP code) 2530 Xenium Lane North, Plymouth, MN 55441		DLGF taxing district number 20-031
Name of contact person Lori Klukow		Telephone number (763) 551-7212
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body Town of Bristol	Resolution number 8-16-18R	Estimated start date (month, day, year) 9/1/2018
Location of property 1686 Commerce Drive, Bristol, IN 46507		Actual start date (month, day, year) 9/1/2018
Description of real property improvements Double our current facility to a total of 200,000CF. Increase current trailer manufacturing and central distribution facilities capacity		Estimated completion date (month, day, year) 2/1/2019
		Actual completion date (month, day, year) 3/1/2019
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	85	214
Salaries	2,186,644	14,211,522
Number of employees retained	85	85
Salaries	2,186,644	5,644,763
Number of additional employees	60	129
Salaries	2,090,000	8,566,758
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	3,176,194	2,767,300
Plus: Values of proposed project	6,710,000	
Less: Values of any property being replaced		
Net values upon completion of project	9,886,194	2,767,300
ACTUAL	COST	ASSESSED VALUE
Values before project	3,176,194	3,059,100
Plus: Values of proposed project	8,853,258	4,093,100
Less: Values of any property being replaced		
Net values upon completion of project	10,029,452	7,152,200
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative <i>Lori Klukow</i>	Title	Date signed (month, day, year)

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☒ the property owner **IS** in substantial compliance
- ☐ the property owner **IS NOT** in substantial compliance
- ☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Jeff Beady Bristol Town Council President

Date signed (month, day, year)

May 16, 2024

Attested by:

Jill Swartz Deputy Clerk-Treasurer

Designating body

Bristol Town Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM

☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on May 28, 2024 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Town of Bristol, IN (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on REFER TO ATTACHMENT "A" (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by June 26, 2024 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of REFER TO ATTACHMENT "A" (the "Contract Price"). Pyrotecnico will invoice CUSTOMER A deposit of REFER TO ATTACHMENT "A" is due REFER TO ATTACHMENT "A" and the final balance shall be due Net 10 from REFER TO ATTACHMENT "A". A service fee of 1 1/2% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional REFER TO ATTACHMENT "A" for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to REFER TO ATTACHMENT "A".

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 350 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

By (sign): _____
 Name: _____
 Title: _____
 Date: _____
 Address: PO Box 149
New Castle PA 16103
 Phone: (724) 652-9555
 Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
 Name: Jeff Beady
 Title: Bristol Town Council President
 Date: _____
 Address: 303 E Vista, PO Box 122
Bristol, IN 46507
 Phone: 574-202-2367
 Email: jeffbeady@bristolindiana.org

all correspondence to go to: Cathy Antonelli, Clerk-Treasurer

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Pyrotecnico Fireworks Display Agreement 2024

CUSTOMER Initials: _____

founder@bristolindiana.org (574) 848-7007 ext. 3

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 13, 2024	\$15,000.00	\$7,500.00	June 13, 2024	Net 10	\$2,250.00	\$6,000.00	\$7,500.00
July 12, 2025	\$16,000.00	\$8,000.00	June 12, 2025	Net 10	\$2,400.00	\$6,400.00	\$8,000.00
July 11, 2026	\$16,000.00	\$8,000.00	June 11, 2026	Net 10	\$2,400.00	\$6,400.00	\$8,000.00
July 10, 2027	\$16,000.00	\$8,000.00	June 10, 2027	Net 10	\$2,400.00	\$6,400.00	\$8,000.00
July 15, 2028	\$16,000.00	\$8,000.00	June 15, 2028	Net 10	\$2,400.00	\$6,400.00	\$8,000.00

ORDINANCE NO. 06-06-2024-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA DECLARING PORTIONS OF PONDEROSA DRIVE AND BLOOMINGDALE DRIVE IN THE TOWN OF BRISTOL, INDIANA TO BE WIDE LOAD ROUTES

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

WHEREAS, the Town is a “local authority” as the term is defined in Indiana Code § 9-13-2-94 and as used in Indiana Code § 9-20, et seq.; and

WHEREAS, pursuant to Indiana Code § 9-20-1-3(c), the Town, with respect to highways under its jurisdiction, except highways in the state highway system and state-maintained routes through the Town, may by ordinance prohibit the operation of trucks or other commercial vehicles and impose limitations as to the weight, size, or use of those vehicles on designated highways, provided appropriate signage along such highways is also installed; and

WHEREAS, pursuant to Indiana Code § 9-20-6, et seq., vehicles that exceed certain height, weight, length, and other requirements must obtain a special permit from the Indiana Department of Transportation to operate upon Indiana highways; and

WHEREAS, State Road 120 (locally known as Vistula Street) (“IN-120”) and State Road 15 (locally known as Division Street) (“IN-15”) are highways in the state highway system that permit travel through the Town and are designated by the Indiana Department of Transportation as permitted routes for holders of valid permits issued under Indiana Code § 9-20-6, et seq. (“Permittees”) to transport heavy vehicles and loads or other objects not conforming to Article 9 of the Indiana Code (the “Wide Load Route”); and

WHEREAS, the Council finds that the intersection of IN-120 and IN-15 in the Town is often congested by commercial truck traffic, and that such congestion makes navigating the intersection difficult and dangerous to Permittees; and

WHEREAS, to alleviate congestion at the intersection of IN-120 and IN-15, the Council desires to designate highways within the Town’s jurisdiction for use by Permittees as alternate routes to the Wide Load Route to be known as the “Alternate Wide Load Route”; and

WHEREAS, the Town will erect appropriate signage to inform Permittees and other users of the Town’s highways of the permitted use of Alternate Wide Load Route.

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

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

- Section 2. The Council declares that the following highways within the Town and under the jurisdiction of the Town, as depicted in Exhibit A attached hereto and incorporated herein, are permitted to be used by Permittees for transporting heavy vehicles and loads or other objects not conforming to Article 9 of the Indiana Code:
- Ponderosa Drive:** From its intersection with IN-120/East Vistula Street south to the intersection with Bloomingdale Drive.
- Bloomingdale Drive:** From its intersection with Ponderosa Drive to its intersection with IN-15/South Division Street.
- Section 3. The route described and depicted in Section 2 and Exhibit A shall be known as the “Alternate Wide Load Route”.
- Section 4. The appropriate authority of the Town shall erect signage at the beginnings of and along the Alternate Wide Load Route to inform Permittees and other users of the permissible use of such route.
- Section 5. Use of the Alternate Wide Load Route by any Permittee shall not relieve or excuse any such Permittee from otherwise complying with any permit issued under Indiana Code § 9-20-6, et seq. or any other provision of Indiana law.
- Section 6. 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 7. 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 8. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana.
- Section 9. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2024.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Dean Rentfrow

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

EXHIBIT 1

Depiction of Alternate Wide Load Route

