



TOWN COUNCIL REGULAR MEETING

Thursday, March 21, 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. Meeting minutes from 2.15.2024

REPORTS

7. TOWN MANAGER
 - a. Open bids for Water infrastructure improvement project
 - b. Lippert CF-1's for RE and PP tax phase-in
Commitment: PP investment \$27,950,000 | Actual: \$38,988,513
Commitment: RE investment \$10,000,000 | Actual: \$19,649,148
Commitment new Payroll: \$4,187,000 | Actual \$6,687,671
Recommend approving CF-1 PP and CF-1 RE as substantially compliant.
 - c. Street lighting along Rail Park, Stonemont, and Lakota entrance. Total 5 lights with poles
SEPCO solar lighting: \$28,538.60 - Street Department install.
ClearWorld solar lighting: \$38,450.00 plus shipping- Street Department install.
NIPSCO:

- d.** Create a Bristol phone app to improve communication, transparency, and connection with Bristol, and Bristol area, residents.

Option 1: create our own app cost is \$1,004 per year

Option 2: GoNotify from GOGOV. A government designed template.

Recommendation: Eliminate Text my Gov subscription (\$1,500 per year) and use GoGOV.

- e.** RFP for Commerce Drive sign

- f.** Elkhart Dam project and St Joe water levels

- g.** Other items/Questions:

- EV grant not awarded to Bristol

8. CLERK-TREASURER

- a.** Permission to advertise for an additional appropriation for \$9,000.00 - Redevelopment Giveback Fund

9. TOWN MARSHAL

- a.** February Reports

10. FIRE CHIEF

- a.** Feb Report

11. PARK BOARD

12. TOWN ATTORNEY

13. NEW BUSINESS

- a.** Need to know who is interested in attending the roundtable in Middlebury on Wednesday, April 10, at 5 pm.

14. UNFINISHED BUSINESS

15. PRIVILEGE OF THE FLOOR (AKA Public Comment)

- a.** Please state your name and address

16. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

March 22 Cassopolis streetscape visit

April 4 Council meeting

April 8 Executive Council meeting

17. MOTION TO ADJOURN



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 Section 7, Item b.

20 24 Pay 20 25

- 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 Lippert Components Manufacturing, Inc. | | | | | | County Elkhart | | |
| Address of Taxpayer (number and street, city, state, and ZIP code) 3501 County Road 6 East, Elkhart IN 46514 | | | | | | DLGF Taxing District Number 031 | | |
| Name of Contact Person Joe Salsbury | | | | Telephone Number (574) 312-6360 | | Email Address Jsalsbury@lci1.com | | |
| SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY | | | | | | | | |
| Name of Designating Body Bristol Town Council | | | | Resolution Number 12-17-20R | | Estimated State Date (month, day, year) 12/01/2020 | | |
| Location of Property 2020 Blakesley Pkwy, Bristol IN 46507 | | | | | | Actual Start Date (month, day, year) 12/01/2020 | | |
| Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. Manufacturing Equipment for Expansion | | | | | | Estimated Completion Date (month, day, year) 12/31/2023 | | |
| | | | | | | Actual Completion Date (month, day, year) 12/31/2023 | | |
| SECTION 3 EMPLOYEES AND SALARIES | | | | | | | | |
| EMPLOYEES AND SALARIES | | | AS ESTIMATED ON SB-1 | | | ACTUAL | | |
| Current Number of Employees | | | 41 | | | 186 | | |
| Salaries | | | 2,121,452 | | | 8,809,123 | | |
| Number of Employees Retained | | | 41 | | | 41 | | |
| Salaries | | | 2,121,452 | | | 2,121,452 | | |
| Number of Additional Employees | | | 100 | | | 145 | | |
| Salaries | | | 4,187,000 | | | 6,687,671 | | |
| SECTION 4 COST AND VALUES | | | | | | | | |
| AS ESTIMATED ON SB-1 | MANUFACTURING EQUIPMENT | | RESEARCH & DEVELOPMENT EQUIPMENT | | LOGISTICAL DISTRIBUTION EQUIPMENT | | IT EQUIPMENT | |
| | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE |
| Values Before Project | \$ 3,200,000 | \$ | \$ | \$ | \$ 250,000 | \$ | \$ 350,000 | \$ |
| Plus: Values of Proposed Project | \$ 26,500,000 | \$ | \$ 150,000 | \$ | \$ 400,000 | \$ | \$ 900,000 | \$ |
| Less: Values of Any Property Being Replaced | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Net Values Upon Completion of Project | \$ 29,700,000 | \$ | \$ 150,000 | \$ | \$ 650,000 | \$ | \$ 1,250,000 | \$ |
| ACTUAL | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE |
| Values Before Project | \$ 3,200,000 | \$ | \$ | \$ | \$ 250,000 | \$ | \$ 350,000 | \$ |
| Plus: Values of Proposed Project | \$ 36,988,513 | \$ | \$ | \$ | \$ | \$ | \$ 1,023,625 | \$ |
| Less: Values of Any Property Being Replaced | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Net Values Upon Completion of Project | \$ 40,188,513 | \$ | \$ | \$ | \$ 250,000 | \$ | \$ 1,373,625 | \$ |
| 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 | | | | | | | | |
| 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>Joe Salsbury</i> | | | | Title Tax Director | | Date Signed (month, day, year) 02/29/2024 | | |

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

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, including 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 a 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 a reasonable effort to comply, 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. |



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FC Section 7, Item b.

PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

| SECTION 1 TAXPAYER INFORMATION | |
|---|---|
| Name of taxpayer Lippert Components Manufacturing, Inc. | Name of contact person Thomas J. Bauters, CPA |
| Address of taxpayer (number and street, city, state, and ZIP code) 3501 County Road 6 East, Elkhart, IN 46514 | Telephone number (574) 505-0813 |

| SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT | | | |
|---|--------------------------|---|-----------------|
| Name of designating body Bristol Town Council | | Resolution number (s) | |
| Location of property 52395 County Road 29, Bristol, IN 46507 | County Elkhart | DLGF taxing district number 031 | |
| Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. <i>(Use additional sheets if necessary.)</i> Manufacturing and related equipment to be installed within a new 398,000 sq ft manufacturing space attached to the existing structure. Additional equipment to be purchased to ensure that it meets the requirements for the new and expanded manufacturing operation. | ESTIMATED | | |
| | | START DATE | COMPLETION DATE |
| | Manufacturing Equipment | 12/01/2020 | 12/31/2023 |
| | R & D Equipment | 12/01/2020 | 12/31/2023 |
| | Logist Dist Equipment | 12/01/2020 | 12/31/2023 |
| IT Equipment | 12/01/2020 | 12/31/2023 | |

| SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT | | | | | |
|--|--------------------------------|------------------------------|--------------------------------|---------------------------------|--------------------------------|
| Current number 41 | Salaries \$2,121,452 | Number retained 41 | Salaries \$2,121,452 | Number additional 100 | Salaries \$4,187,000 |

| SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT | | | | | | | | |
|--|--------------------------------|----------------|----------------------------|----------------|------------------------------|----------------|---------------------|----------------|
| NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential. | MANUFACTURING EQUIPMENT | | R & D EQUIPMENT | | LOGIST DIST EQUIPMENT | | IT EQUIPMENT | |
| | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE |
| Current values | 3,200,000 | | 0 | | 250,000 | | 350,000 | |
| Plus estimated values of proposed project | 26,500,000 | | 150,000 | | 400,000 | | 900,000 | |
| Less values of any property being replaced | 0 | | 0 | | 0 | | 0 | |
| Net estimated values upon completion of project | 29,700,000 | | 150,000 | | 650,000 | | 1,250,000 | |

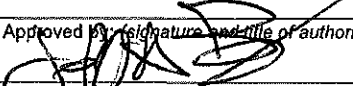
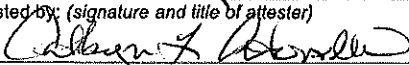
| SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER | |
|---|--|
| Estimated solid waste converted (pounds) _____ | Estimated hazardous waste converted (pounds) _____ |
| Other benefits: | |

| SECTION 6 TAXPAYER CERTIFICATION | |
|--|--|
| I hereby certify that the representations in this statement are true. | |
| Signature of authorized representative <i>Thomas J. Bauters, CPA</i> | Date signed (month, day, year) November 11, 2020 |
| Printed name of authorized representative Thomas J. Bauters, CPA | Title Assistant Treasurer & Tax Director |

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed three calendar years * (see below). The date this designation expires is December 31, 2023. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:
- 1. Installation of new manufacturing equipment; Yes No Enhanced Abatement per IC 6-1.1-12.1-18
 - 2. Installation of new research and development equipment; Yes No Check box if an enhanced abatement was approved for one or more of these types.
 - 3. Installation of new logistical distribution equipment. Yes No
 - 4. Installation of new information technology equipment; Yes No
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- Year 1 Year 2 Year 3 Year 4 Year 5 Enhanced Abatement per IC 6-1.1-12.1-18
 - Year 6 Year 7 Year 8 Year 9 Year 10 Number of years approved: _____
- (Enter one to twenty (1-20) years; may not exceed twenty (20) years.)
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? Yes No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

| | | |
|---|---|---|
| Approved by: (signature and title of authorized member of designating body)  Town Council President | Telephone number (574) 848-7007 | Date signed (month, day, year) February 18, 2020 |
| Printed name of authorized member of designating body Jeff Beachy | Name of designating body Bristol Town Council | |
| Attested by: (signature and title of attester)  | Printed name of attester Cathy Antonelli Clerk-Treasurer | |

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

COMMITMENT AND PAYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the ^{10th} ~~21st~~ ^{February} day of January, 2021 by and between the Town of Bristol, Indiana (hereinafter referred to as "Town of Bristol") and Lippert Components Manufacturing, Inc. (hereinafter referred to as "Lippert");

WITNESSETH:

WHEREAS the Town Council for the Town of Bristol, Indiana adopted Resolution No. 12-17-20R on December 17, 2020, which Resolution is entitled "Declaratory Resolution Designating Economic Revitalization Area and Qualifying Certain Real Estate Improvements and Personal Property for Property Tax Phase-In" for the benefit of Lippert;

WHEREAS said Resolution is subject to the condition that Lippert enters into an Agreement with the Town of Bristol, Indiana concerning the Economic Revitalization Area prior to the Resolution being, finalized and confirmed;

NOW, THEREFORE, in consideration of the premises, the terms and provisions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Town of Bristol and Lippert mutually agree as follows:

1. Commitment of Investment and Employment. Provided Resolution 12-17-20R is finalized and confirmed by the Town of Bristol, Indiana on terms no less favorable to Lippert as are contained in Resolution 12-17-20R, Lippert does hereby agree to fulfill the following commitments:

(a) That Lippert will invest no less than Twenty-seven Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$27,950,000.00) in new manufacturing, Logistic, Research and Development and IT equipment to be located at the location in Bristol,

Indiana identified in Exhibit B₁ and B₂ to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty Million Eight Hundred Thousand (\$20,800,000) in 2021, Six Million Nine Hundred Thousand (\$6,900,000) in 2022; and Two Hundred Fifty Thousand (\$250,000) in 2023);

(b) That Lippert will invest no less than Ten Million and 00/100 Dollars (\$10,000,000.00) on the redevelopment and rehabilitation of the real estate located on Exhibits B₁ and B₂ of Resolution 12-17-20R on or before December 31, 2021 (Three Million (\$3,000,000) in 2020 and Seven Million (\$7,000,000) in 2021);

(c) That Lippert will have an additional annual payroll, not including fringe benefits, of at least Four Million One Hundred Eighty-seven Thousand and 00/100 Dollars (\$4,187,000.00) with no less than an additional One Hundred (100) full-time positions for the location in Bristol, Indiana identified in Exhibit B₂ to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty-five additional by December 31, 2021; another additional Sixty-seven by December 31, 2022; final additional Eight (total 100) by December 31, 2023);

(d) That Lippert will remain in operation at the Exhibit B₁ and B₂ location in Bristol, Indiana for a term of no less than five (5) years commencing December 31, 2021 through and including December 31, 2026; and

(e) Every new employee at the facility of Lippert located in Bristol, Indiana will have a regular (i.e., non-overtime) pay rate whether salary or hourly of no less than Thirteen and 00/100 Dollars (\$13.00) per hour exclusive of any benefits and no more than Twenty Percent (20%) of the employees or workers at Lippert's Bristol, Indiana facility will be part time or contract labor (80% of workers at Lippert's Bristol, Indiana

facility must be full time employees of Lippert).

2. Re-Payment Agreement. In the event that Lippert fails to meet any of its respective commitments contained within this Agreement within the time frames specified above, Lippert shall be liable and shall cause to be paid to the Town of Bristol, Indiana the percentage specified below for the applicable time frame multiplied by the total real estate and personal property tax savings generated by the property tax phase-in established and authorized by Resolution 12-17-20R:

| <u>Failure to meet commitment occurs:</u> | <u>Percentage of Property Tax Savings to be Paid:</u> |
|---|---|
| First Year of Deduction | 100% |
| Second Year of Deduction | 80% |
| Third Year of Deduction | 60% |

It is understood and agreed by Lippert that it, its successors and assigns, are jointly and severally liable, each for the performance of themselves and the other, of the terms of this agreement. Any reimbursement requirement of any tax savings to either is included in this joint obligation. In the event Lippert fails to pay said amount within thirty (30) days of being invoiced by Elkhart County and/or the Town of Bristol, that Company shall also be responsible for all costs of collection and enforcement incurred by the Town of Bristol including but not limited to reasonable attorney fees, expenses, and court costs.

3. Commitment of Verifying Documentation. Lippert commits and agrees to and shall provide annually to the Town of Bristol documentation verifying its compliance with the terms and provisions of this Agreement within Ninety (90) days after the end of each calendar year. Such documentation submitted shall be certified under oath as being true, accurate, and

complete.

4. Economic Development Fee. Indiana Code Section 6-1.1-12.1-14 provides that a designating body of an economic revitalization area may impose a fee not exceeding fifteen percent (15%) of the reduction in property taxes to which the property owner is entitled in each year as a result of the economic revitalization area for which the property owner's property tax liability is reduced by a property tax deduction. Lippert hereby agrees and consents to the imposition of this fee in an amount equal to fifteen percent (15%) of the reduction in property taxes for each tax year generated by the property tax phase-in established and authorized by Resolution 12-17-20R and Confirmatory Resolution 1-21-21R. Indiana Code Section 6-1.1-12.1-14 is hereby incorporated by reference, with the consent of Lippert into this Agreement and the initial approval of Lippert's Statement of Benefit Forms and property tax deductions established and authorized by Resolution 12-17-20R. It is understood and agreed by Lippert that in the event the Elkhart County Auditor does not notify Lippert of a lesser amount due, Lippert itself shall calculate and pay the full 15% fee to the Bristol Redevelopment Commission, Bristol, Indiana. Annual payment shall be made each year during any period of reduction on December 1st.

5. Assessment Appeals. Lippert hereby agrees and commits not to file any property tax assessment appeal, review, or other challenge of the property tax assessments made for its economic development project during the time periods for which property tax deductions are received unless:

(a) the original assessment for the economic development project is in excess of the economic development project cost;

(b) the original assessment of real estate is in excess of the purchase price paid

for the real estate in an arms-length transaction; or

(c) a trending assessment or reassessment increases the assessment for the economic development project more than fifteen percent (15%) for any year-to-year change or more than an average of ten percent (10%) per year over two or more years.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana without resort to conflict of law principles. Jurisdiction and venue of any claims or disputes arising under this Agreement shall be exclusively in the state and federal courts located in the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall relieve a party of any of its obligations hereunder.

IN WITNESS WHEREOF, the Town of Bristol and Lippert Components Manufacturing, Inc., have executed this Agreement effective on the date first set forth above by their duly authorized representatives.

TOWN OF BRISTOL:

TOWN COUNCIL FOR THE TOWN OF BRISTOL, INDIANA

By: 
Its: President

ATTEST:


Cathy Antonelli, Clerk/Treasurer

Date: February 18, 2021

1-21-2021 Council tabled the request.
2-18-2021 Council approved the Confirmatory Resolution

LIPPERT:


LIPPERT COMPONENTS
MANUFACTURING, INC.

By: TS BAUTERS, CPA
(Signature)

Printed Name: TOM BAUTERS

Title: ASSISTANT TREASURER
+
TAX DIRECTOR

ATTEST:


Date: 12/22/2020

Kevin Wilcox
HR Director



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

Section 7, Item b.

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. 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).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. 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 15 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))
4. 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 Lippert Components Manufacturing, Inc. | | County Elkhart | |
| Address of Taxpayer (number and street, city, state, and ZIP code) 3501 County Road 6 East, Elkhart IN 46514 | | DLGF Taxing District Number 031 | |
| Name of Contact Person Joe Salsbury | Telephone Number (574) 312-6360 | Email Address Jsalsbury@lci1.com | |
| SECTION 2 | | LOCATION AND DESCRIPTION OF PROPERTY | |
| Name of Designating Body Bristol Town Council | Resolution Number 12-17-20R | Estimated Start Date (month, day, year) 12/01/2020 | |
| Location of Property 2020 Blakesley Pkwy, Bristol IN 46507 | | Actual Start Date (month, day, year) 12/01/2020 | |
| Description of Real Property Improvements Construction of new 398,000 sq ft manufacturing space attached to the existing structure. Additional building improvements to the existing structure to ensure that it meets the requirements for the new and expanded manufacturing operation. | | Estimated Completion Date (month, day, year) 12/31/2023 | |
| | | Actual Completion Date (month, day, year) 12/31/2023 | |
| SECTION 3 | | EMPLOYEES AND SALARIES | |
| EMPLOYEES AND SALARIES | | AS ESTIMATED ON SB-1 | ACTUAL |
| Current Number of Employees | 41 | | 186 |
| Salaries | 2,121,452 | | 8,809,123 |
| Number of Employees Retained | 41 | | 41 |
| Salaries | 2,121,452 | | 2,121,452 |
| Number of Additional Employees | 100 | | 145 |
| Salaries | 4,187,000 | | 6,687,671 |
| SECTION 4 | | COST AND VALUES | |
| COST AND VALUES | | REAL ESTATE IMPROVEMENTS | |
| AS ESTIMATED ON SB-1 | COST | ASSESSED VALUE | |
| Values Before Project | \$ 5,804,700 | \$ | |
| Plus: Values of Proposed Project | \$ 10,000,000 | \$ | |
| Less: Values of Any Property Being Replaced | \$ | \$ | |
| Net Values Upon Completion of Project | \$ 15,804,700 | \$ | |
| ACTUAL | COST | ASSESSED VALUE | |
| Values Before Project | \$ 5,804,700 | \$ | |
| Plus: Values of Proposed Project | \$ 19,649,148 | \$ | |
| Less: Values of Any Property Being Replaced | \$ | \$ | |
| Net Values Upon Completion of Project | \$ 25,453,848 | \$ | |
| 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 | | Title Tax Director | Date Signed (month, day, year) 2/29/24 |

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: | | | |
| <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 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 | <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 4 above) | |
| Reasons for the Determination (attach additional sheets if necessary) | | | |
| Signature of Authorized Member | | | Date Signed (month, day, year) |
| Attested By | | Designating Body Bristol Town Council | |
| 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. | | | |



**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R6 / 10-14)
Prescribed by the Department of Local Government Finance

Section 7, Item b.

| |
|---|
| 20 |
| FORM SB-1 / Real Property |
| PRIVACY NOTICE |
| Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1. |

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION

| | | |
|--|---|--|
| Name of taxpayer Lippert Components Manufacturing, Inc. | | |
| Address of taxpayer (number and street, city, state, and ZIP code) 3501 County Road 6 E, Elkhart, IN 46514 | | |
| Name of contact person Thomas J. Bauters, CPA | Telephone number (574) 505-0813 | E-mail address TBAUTERS@LCI1.COM |

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

| | |
|--|---|
| Name of designating body Bristol Town Council | Resolution number |
| Location of property 52395 County Road 29, Bristol, IN 46507 | County Elkhart |
| Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Construction of new 398,000 sq ft manufacturing space attached to the existing structure. Additional building improvements to the existing structure to ensure that it meets the requirements for the new and expanded manufacturing operation. | DLGF taxing district number 031 |
| | Estimated start date (month, day, year) 12/01/2020 |
| | Estimated completion date (month, day, year) 12/31/2023 |

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

| Current number | Salaries | Number retained | Salaries | Number additional | Salaries |
|----------------|-----------------------|-----------------|-----------------------|-------------------|-----------------------|
| 41.00 | \$2,121,452.00 | 41.00 | \$2,121,452.00 | 100.00 | \$4,187,000.00 |

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

| | REAL ESTATE IMPROVEMENTS | |
|---|--------------------------|----------------|
| | COST | ASSESSED VALUE |
| Current values | 6,804,700.00 | |
| Plus estimated values of proposed project | 10,000,000.00 | |
| Less values of any property being replaced | 0.00 | |
| Net estimated values upon completion of project | 15,804,700.00 | |

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

| | |
|--|--|
| Estimated solid waste converted (pounds) _____ | Estimated hazardous waste converted (pounds) _____ |
|--|--|

Other benefits

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

| | |
|--|--|
| Signature of authorized representative Thomas J. Bauters, CPA | Date signed (month, day, year) November 11, 2020 |
| Printed name of authorized representative Thomas J. Bauters, CPA | Title Assistant Treasurer & Tax Director |

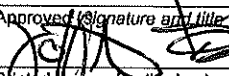
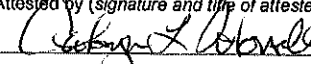
FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed three calendar years* (see below). The date this designation expires is December 31, 2023.
- B. The type of deduction that is allowed in the designated area is limited to:
 - 1. Redevelopment or rehabilitation of real estate improvements Yes No
 - 2. Residentially distressed areas Yes No
- C. The amount of the deduction applicable is limited to \$ _____.
- D. Other limitations or conditions (specify) _____.
- E. Number of years allowed:

| | | | | |
|---------------------------------|---------------------------------|--|---------------------------------|---|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input checked="" type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5 (* see below) |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input type="checkbox"/> Year 10 |
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
 - Yes No
 - If yes, attach a copy of the abatement schedule to this form.
 - If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

| | | |
|---|--|---|
| Approved (signature and title of authorized member of designating body)  Town Council President | Telephone number (574) 840-7007 | Date signed (month, day, year) February 18, 2020 |
| Printed name of authorized member of designating body Jeff Beachy | Name of designating body Bristol Town Council | |
| Attested by (signature and title of attester)  Clerk Treasurer | Printed name of attester Cathy Antonelli | |

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

COMMITMENT AND PAYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the ^{10th} ~~21st~~ ^{February} day of January, 2021 by and between the Town of Bristol, Indiana (hereinafter referred to as "Town of Bristol") and Lippert Components Manufacturing, Inc. (hereinafter referred to as "Lippert");

WITNESSETH:

WHEREAS the Town Council for the Town of Bristol, Indiana adopted Resolution No. 12-17-20R on December 17, 2020, which Resolution is entitled "Declaratory Resolution Designating Economic Revitalization Area and Qualifying Certain Real Estate Improvements and Personal Property for Property Tax Phase-In" for the benefit of Lippert;

WHEREAS said Resolution is subject to the condition that Lippert enters into an Agreement with the Town of Bristol, Indiana concerning the Economic Revitalization Area prior to the Resolution being, finalized and confirmed;

NOW, THEREFORE, in consideration of the premises, the terms and provisions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Town of Bristol and Lippert mutually agree as follows:

1. Commitment of Investment and Employment. Provided Resolution 12-17-20R is finalized and confirmed by the Town of Bristol, Indiana on terms no less favorable to Lippert as are contained in Resolution 12-17-20R, Lippert does hereby agree to fulfill the following commitments:

(a) That Lippert will invest no less than Twenty-seven Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$27,950,000.00) in new manufacturing, Logistic, Research and Development and IT equipment to be located at the location in Bristol,

Indiana identified in Exhibit B₁ and B₂ to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty Million Eight Hundred Thousand (\$20,800,000) in 2021, Six Million Nine Hundred Thousand (\$6,900,000) in 2022; and Two Hundred Fifty Thousand (\$250,000) in 2023);

(b) That Lippert will invest no less than Ten Million and 00/100 Dollars (\$10,000,000.00) on the redevelopment and rehabilitation of the real estate located on Exhibits B₁ and B₂ of Resolution 12-17-20R on or before December 31, 2021 (Three Million (\$3,000,000) in 2020 and Seven Million (\$7,000,000) in 2021);

(c) That Lippert will have an additional annual payroll, not including fringe benefits, of at least Four Million One Hundred Eighty-seven Thousand and 00/100 Dollars (\$4,187,000.00) with no less than an additional One Hundred (100) full-time positions for the location in Bristol, Indiana identified in Exhibit B₂ to Resolution No. 12-17-20R on or before December 31, 2023 (Twenty-five additional by December 31, 2021; another additional Sixty-seven by December 31, 2022; final additional Eight (total 100) by December 31, 2023);

(d) That Lippert will remain in operation at the Exhibit B₁ and B₂ location in Bristol, Indiana for a term of no less than five (5) years commencing December 31, 2021 through and including December 31, 2026; and

(e) Every new employee at the facility of Lippert located in Bristol, Indiana will have a regular (i.e., non-overtime) pay rate whether salary or hourly of no less than Thirteen and 00/100 Dollars (\$13.00) per hour exclusive of any benefits and no more than Twenty Percent (20%) of the employees or workers at Lippert's Bristol, Indiana facility will be part time or contract labor (80% of workers at Lippert's Bristol, Indiana

facility must be full time employees of Lippert).

2. Re-Payment Agreement. In the event that Lippert fails to meet any of its respective commitments contained within this Agreement within the time frames specified above, Lippert shall be liable and shall cause to be paid to the Town of Bristol, Indiana the percentage specified below for the applicable time frame multiplied by the total real estate and personal property tax savings generated by the property tax phase-in established and authorized by Resolution 12-17-20R:

| <u>Failure to meet commitment occurs:</u> | <u>Percentage of Property Tax Savings to be Paid:</u> |
|---|---|
| First Year of Deduction | 100% |
| Second Year of Deduction | 80% |
| Third Year of Deduction | 60% |

It is understood and agreed by Lippert that it, its successors and assigns, are jointly and severally liable, each for the performance of themselves and the other, of the terms of this agreement. Any reimbursement requirement of any tax savings to either is included in this joint obligation. In the event Lippert fails to pay said amount within thirty (30) days of being invoiced by Elkhart County and/or the Town of Bristol, that Company shall also be responsible for all costs of collection and enforcement incurred by the Town of Bristol including but not limited to reasonable attorney fees, expenses, and court costs.

3. Commitment of Verifying Documentation. Lippert commits and agrees to and shall provide annually to the Town of Bristol documentation verifying its compliance with the terms and provisions of this Agreement within Ninety (90) days after the end of each calendar year. Such documentation submitted shall be certified under oath as being true, accurate, and

complete.

4. Economic Development Fee. Indiana Code Section 6-1.1-12.1-14 provides that a designating body of an economic revitalization area may impose a fee not exceeding fifteen percent (15%) of the reduction in property taxes to which the property owner is entitled in each year as a result of the economic revitalization area for which the property owner's property tax liability is reduced by a property tax deduction. Lippert hereby agrees and consents to the imposition of this fee in an amount equal to fifteen percent (15%) of the reduction in property taxes for each tax year generated by the property tax phase-in established and authorized by Resolution 12-17-20R and Confirmatory Resolution 1-21-21R. Indiana Code Section 6-1.1-12.1-14 is hereby incorporated by reference, with the consent of Lippert into this Agreement and the initial approval of Lippert's Statement of Benefit Forms and property tax deductions established and authorized by Resolution 12-17-20R. It is understood and agreed by Lippert that in the event the Elkhart County Auditor does not notify Lippert of a lesser amount due, Lippert itself shall calculate and pay the full 15% fee to the Bristol Redevelopment Commission, Bristol, Indiana. Annual payment shall be made each year during any period of reduction on December 1st.

5. Assessment Appeals. Lippert hereby agrees and commits not to file any property tax assessment appeal, review, or other challenge of the property tax assessments made for its economic development project during the time periods for which property tax deductions are received unless:

(a) the original assessment for the economic development project is in excess of the economic development project cost;

(b) the original assessment of real estate is in excess of the purchase price paid

for the real estate in an arms-length transaction; or

(c) a trending assessment or reassessment increases the assessment for the economic development project more than fifteen percent (15%) for any year-to-year change or more than an average of ten percent (10%) per year over two or more years.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Indiana without resort to conflict of law principles. Jurisdiction and venue of any claims or disputes arising under this Agreement shall be exclusively in the state and federal courts located in the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall relieve a party of any of its obligations hereunder.

IN WITNESS WHEREOF, the Town of Bristol and Lippert Components Manufacturing, Inc., have executed this Agreement effective on the date first set forth above by their duly authorized representatives.

TOWN OF BRISTOL:

TOWN COUNCIL FOR THE TOWN OF BRISTOL, INDIANA

By: 
Its: President

ATTEST:


Cathy Antonelli, Clerk/Treasurer

Date: February 18, 2021

1-21-2021 Council tabled the request.
2-18-2021 Council approved the Confirmatory Resolution

LIPPERT:


LIPPERT COMPONENTS
MANUFACTURING, INC.

By: TJ BARTERS, CPA
(Signature)

Printed Name: TOM BARTERS

Title: ASSISTANT TREASURER
+
TAX DIRECTOR

ATTEST:


Date: 12/22/2020

Kevin Wilcox
HR Director



LIGHTING THE WAY IN SOLAR LED TECHNOLOGY

Sales Proposal

Bristol RW603

March 7, 2024



Proposal for 5 RetroFlex Systems

ClearWorld is pleased to submit this proposal for the sale of our advanced RetroFlex Solar LED Systems. We're confident the multiple applications and the associated benefits of our RetroFlex systems will far exceed other options being considered for new and existing projects. RetroFlex is an easy choice for our customers looking for immediate cost savings, favorable project economics, and improved safety through a sustainable, renewable solar lighting system.

ClearWorld can provide you and your team the support you need throughout the proposal process. We are available to meet and discuss product specifications with your engineering group, provide an independent ClearWorld cost-benefit analysis to support your financial review, and be on-site to discuss the installation process once the RetroFlex systems are delivered. We are confident that we can meet the challenges ahead and look forward to working with you now and in the future. If you have questions on this proposal, feel free to contact us at your convenience. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Lexie Assunto
VP of Business Development
504.214.2041
lexie@clearworld.us

Proposal Summary

ClearWorld is an alternative energy systems solution provider responsible for the creation of RetroFlex: a retrofit energy-efficient system that reduces utility operating and maintenance costs in pursuit of grid independence.

This proposal is for 5 RetroFlex system adds new LED off-grid solar power for Bristol's street lighting improvement while eliminating the need for conventional street lighting infrastructure.

Benefits of RetroFlex New Installations:

- **Reduced costs and maintenance:** Installing the RetroFlex is an easy decision for any projects requiring new infrastructure or in lieu of replacing existing infrastructure. RetroFlex can provide you with up to 100% savings on recurring costs; it also eliminates the need for trenching and reduces costs for new infrastructure. It can also be installed to replace existing infrastructure to eliminate significant repair and replacement costs.
- **Reliability and Safety:** When the grid goes down, RetroFlex won't leave you in the dark, and it provides improved illumination to help reduce crime.
- **Environment:** ClearWorld's Retroflex eliminates the carbon footprint of traditional utility light poles.
- **Carbon Credits**
- **\$0 Energy Bill from Day One-** safeguarding against rising rates
- **Qualifies for ITC 48 Tax Credit:** 30% plus depreciation
- **10 year warranty**
- **Batteries rated for 15 years and Solar Rated for >25 years**

ClearWorld Planning & Support:

ClearWorld coordinates site planning with the customer to ensure adequate lighting based on the customer's needs. ClearWorld provides shading analysis to the customer prior to any installations to ensure proper sunlight levels during all seasons and all-weather conditions. This shading analysis is conducted by ClearWorld at no additional cost to the customer.

Proposal Pricing

The following table is an estimate of the basic RetroFlex system, pole and installation kit.

| RW603 | Cost per Unit | # Units | Total Price |
|---|---------------|---------|--------------------|
| RetroFlex Solar LED Off-Grid System (Model #RW4002475- OG) <ul style="list-style-type: none"> 90W GAMA L LED fixture 14580 lumens 4K Type 3 6' tapered cap arm, 24V 90 AMP Hour Battery | \$6,153.00 | 5 | \$30,765.00 |
| 26' Aluminum Poles 11" decorative base Four J-bolts, 18" x 3/4", eight 3/4" washers and nuts, ClearWorld bolt pattern. | \$1,537.00 | 5 | \$7,685.00 |
| Total Cost for 5 RetroFlex RetroFit systems | | | \$38,450.00 |

**Total Cost does not include any shipping, permitting fees, impact fees, or other fees that may be assessed for installation of each system. Prices based on pole not exceeding*

5"OD for the RetroFlex's length. The Pricing for Systems does not include shipping and handling for delivery. All contract terms and conditions shall be mutually agreed to by the parties.

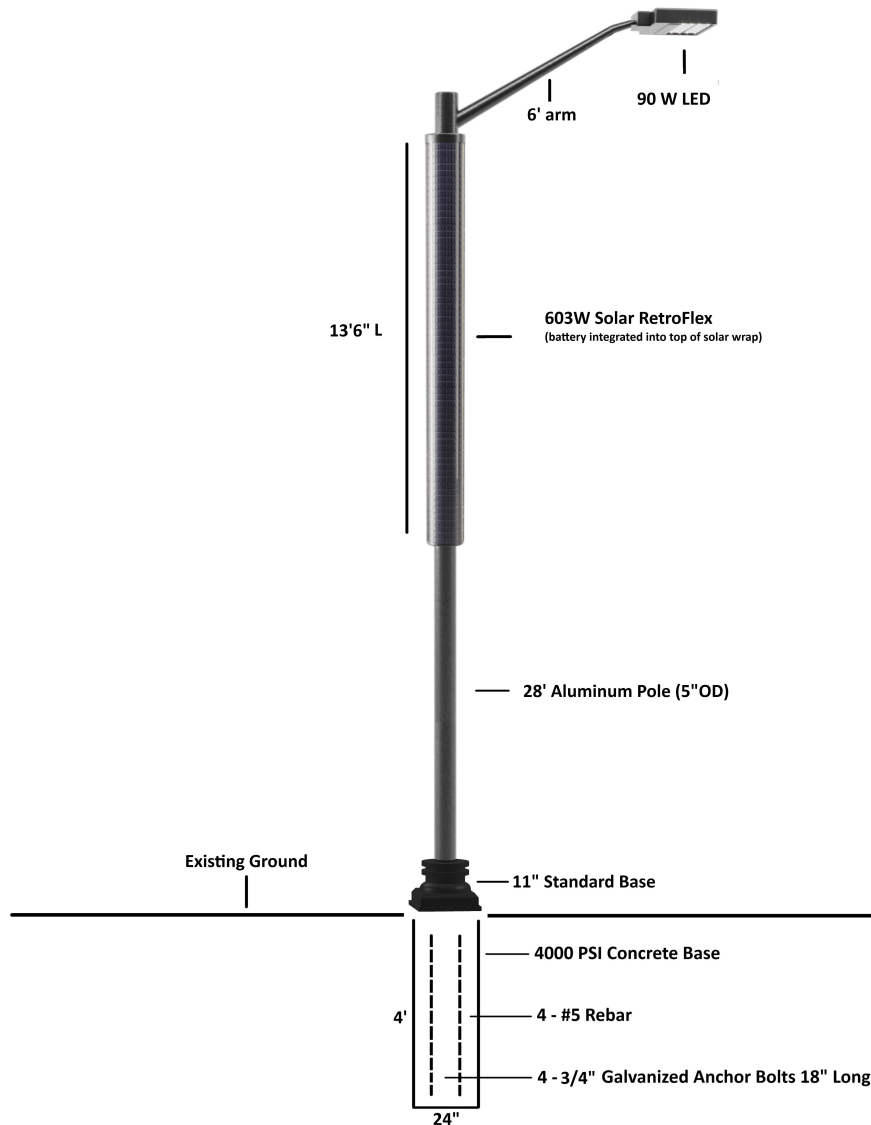
Payment terms: 50% down payment to begin production. The remaining balance is due within 30 days from shipping.
Lighting as a Service - Lease to Own Financing Options Available

Ask about remote device management.

Lead Time- 75-90 from PO and 50% deposit

CLEARWORLD PRODUCT SPECIFICATION

RW603 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RW6032490

| | |
|-------------------|---|
| SOLAR ARRAY | 603W (13.6" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY |
| LIGHTING | 90W LED MODULE @ 162 LUMENS PER WATT, DIMMABLE |
| BATTERY | 24V - 90AH LITHIUM ION 1.8KWH (12+ YEARS LIFE EXPECTANCY) |
| CONTROLLER | ELECTRONIC MPPT SOLAR CHARGE CONTROLLER/REGULATOR |
| LIGHTING CONTROLS | BLUETOOTH MONITORING |
| EPA (SQFT) | 20.13 |

Proposal – Product Details

Applications - Roadway, pathway, commercial parking lot and area lighting.

| Specifications | RW603 |
|----------------------------|------------------------------------|
| Description | Roadway 603 |
| Model # | RW6032490-OG |
| Hardware | Patented Adjustable Aluminum Array |
| Solar Panels | 603W |
| Battery Pack | 24V, 90AH Lithium Ion |
| Charge Controller | MPPT Smart Controller |
| Lighting Control | Integrated Bluetooth |
| LED Light | 90W LED, 162 lumens per watt |
| Dimensions (length) | 13" |
| Weight (lbs.) | 144 |



LIGHTING MONITORING AND CONTROLS

VALUES
SMART POWER
ACCOUNTABILITY CITIES
LEADERSHIP
CUSTOMER RESILIENCE
SOLAR PROOFING APPLICATIONS
COMMITMENT
PANELS

LIGHTING MONITORING & CONTROLS

Standard Wi-Fi Monitoring / Control Option (Included in Retroflex System)

ClearWorld's smart lighting monitoring and control can monitor and control multiple luminaire types. Our primary network control uses 2.4 GHz Wi-Fi networking. You can monitor and control the extensive features of your lighting with built-in Wi-Fi in the pole by going near the pole and pairing it with your smartphone or tablet via the EP-01 app. These lighting controls have been used with different types of luminaries in the past.

ClearWorld's smart lighting controls are fully programmable and are capable of PWM and 0-10V dimming as well as ON/OFF functionality. This is done by connecting to the pole using the EP-01 app. For remote installations - even when there is no internet connection or phone signal nearby - you may be able to monitor and control your lighting by a Wi-Fi connection. The user can then schedule the lights to turn ON/OFF and dim according to their needs and the application. This system works without an Internet connection which is a plus.

ClearWorld's smart lighting monitoring and controls are fully wireless and are based on a 2.4 GHz Wi-Fi networking.

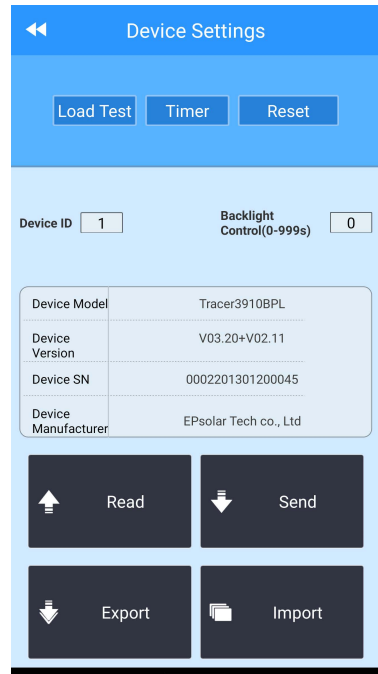
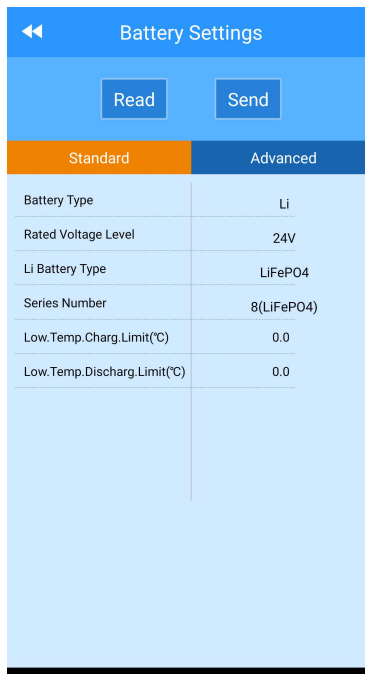
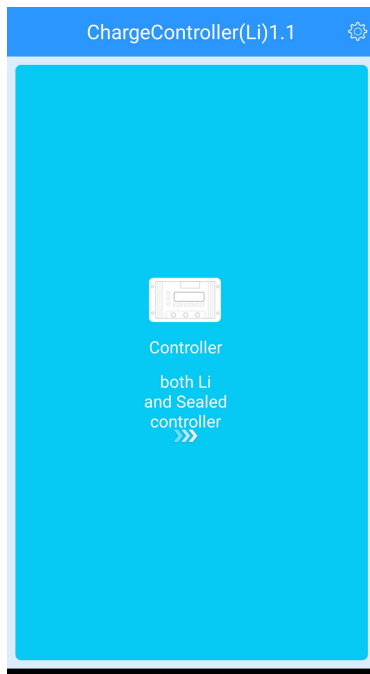
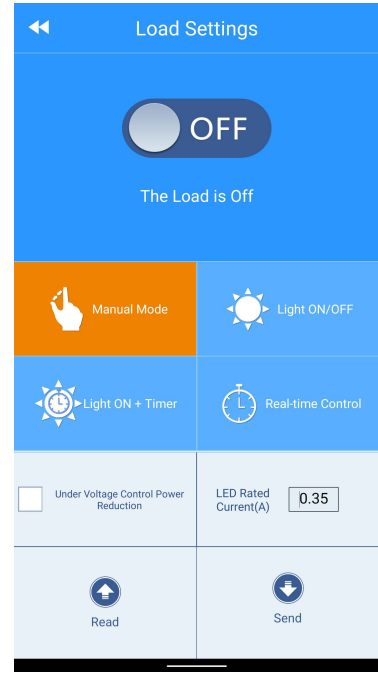
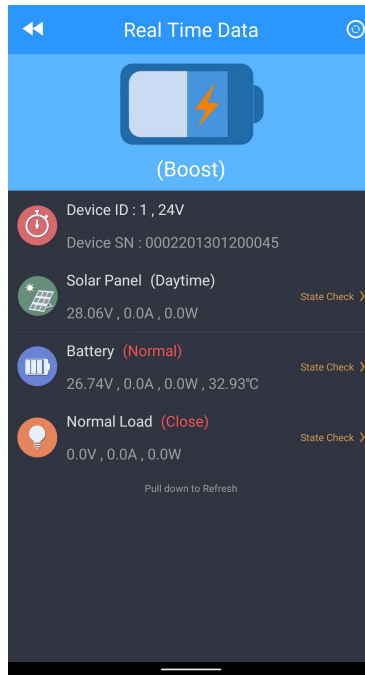
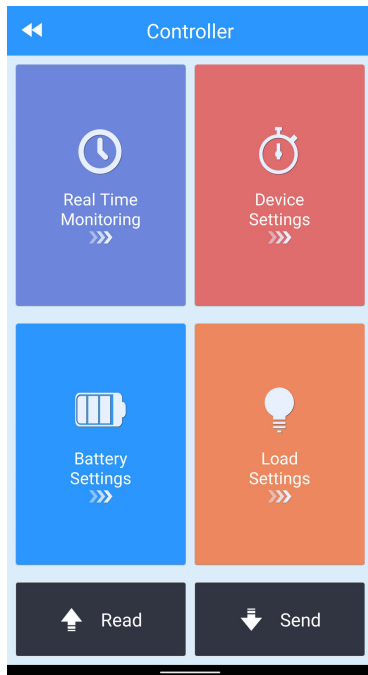
ClearWorld's smart lighting monitoring and control system is a plug and play design and is a set it and forget it solution. The user does not have to worry about changing anything after installation. And it is also easy to use.

ClearWorld's smart lighting solution has the ability of real time system monitoring. Real time statistics of battery voltage and current, solar panel voltage and current, load voltage and current, power produced by the solar panel as well as power consumed by the load can be displayed in a smartphone or a tablet via the app. The status of each light as well as other information can be viewed in the app.

ClearWorld's smart lighting solution allows the user to monitor system data such as energy production, energy consumption, voltage, current and light status wirelessly. This data can be monitored by the user in real time.

LIGHTING MONITORING & CONTROLS (CONT.)

Our system runs off solar power completely and is totally off-grid, so there are no power supply requirements.



OPTIONAL CLEARWORLD PLATFORM-AS-A-SERVICE (PaaS) REMOTE MONITORING / CONTROL OPTION (ADDITIONAL)

ClearWorld's secondary network control uses either Ethernet or Cellular networking. You can remotely monitor and control the extensive features of your lighting via the Internet with your smartphone, tablet, or PC via the ClearWorld PaaS.

The user can remotely monitor and control their lighting from a centralized location from anywhere in the world via the ClearWorld PaaS from their smartphone, tablet, or PC. You will need an Internet connection and a Ethernet or Cellular network to the poles to realize remote monitoring and control of all the poles from anywhere in the world.

The customer has two options for network connectivity for remote monitoring and control: Ethernet and Cellular.

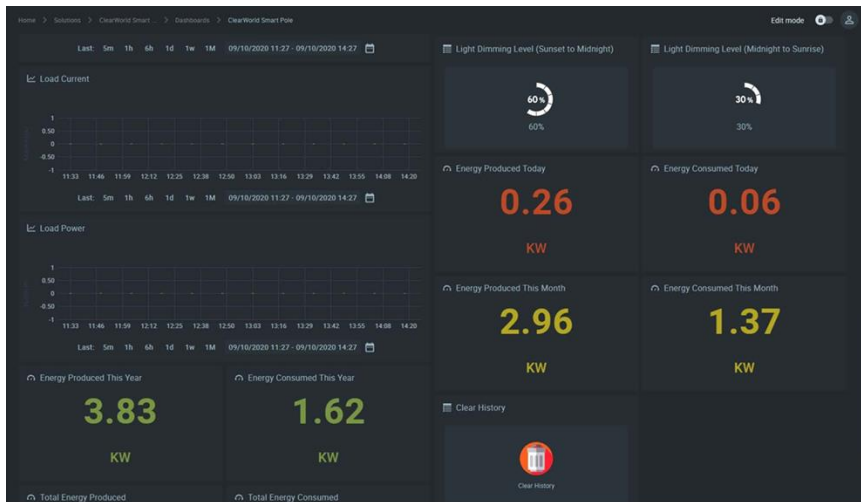
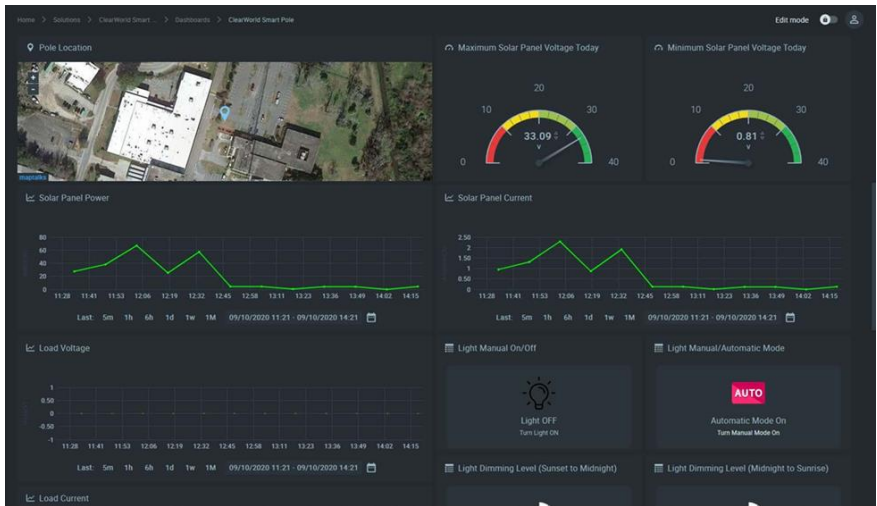
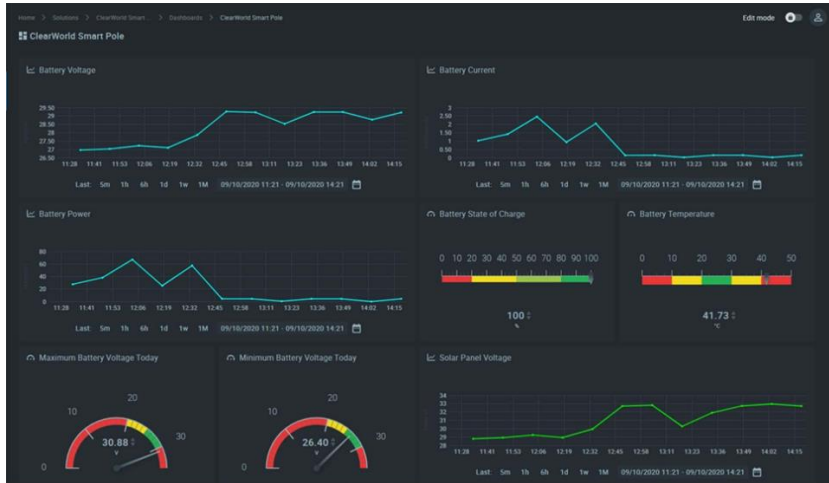
Ethernet connectivity: the Ethernet network and the Internet connection must be provided by the customer.

Cellular connectivity: the Cellular network is provided by ClearWorld. The Cellular data charges must be paid by the customer.

ClearWorld PaaS remote monitoring and lighting controls has a dashboard to view near real time statistics of battery voltage and current, solar panel voltage and current, load voltage and current, power produced by the solar panel as well as power consumed by the load. The dashboard also allows to view the status of each light as well as other information.

ClearWorld PaaS remote monitoring and lighting controls are fully programmable and are capable of PWM and 0-10V dimming as well as ON/OFF functionality. The user can schedule the lights to turn ON/OFF and dim according to their needs and application remotely from anywhere in the world via the ClearWorld PaaS dashboard.

CLEARWORLD PAAS DASHBOARD



RetroFlex System Warranty Information

1. Overall full system parts warranty for 10 years.
2. Solar Panels: 25 years.
 - At least 90% output on years 0-10
 - At least 83.5% output on years 10-20 • At least 80%output on years 20-25

All warranted components are repaired or replaced by ClearWorld through its component providers. ClearWorld reserves the right to void the warranty if a warranty claim is a result of third party components, improper installation or extreme operating conditions exceeding the system specifications.

Proposal – Additional Details

ClearWorld Manufacturing & Quality Controls

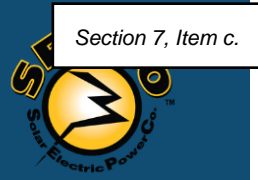
ClearWorld continues to expand its QC systems to ensure RetroFlex continues to be the most reliable, effective solar LED lighting solution system on the market. RetroFlex is manufactured at our facility in Louisiana and shipped directly to customer locations nationwide. We maintain a spare parts inventory and expert technicians on-hand to remedy any customer issues postinstallation. To date, ClearWorld’s installed systems have met or exceeded our base performance measures including total illumination and adverse weather performance.

Solar Incentives

ClearWorld’s RetroFlex can qualify for Federal Investment Tax Credits and associated accelerated depreciation for taxable entities. These incentives typically reduce overall system costs by ~50% in the form of tax credit and cash equivalent via depreciation. ClearWorld can provide additional details to the City or its partners upon request. Note: ClearWorld is not offering legal, tax or accounting advice.

SEPCO

SOLAR ELECTRIC POWER COMPANY



Section 7, Item c.

Quote # 36488 CH

Date: 3/12/2024

To:

Town of Bristol IN
Mike Yoder

Project:

IN, Bristol 2102 Rail Park Drive Street
Lighting

| Terms | | Earliest Ship | Shipping* | Ship Via | Project Manager |
|----------------|-----|---|-------------------------------|-----------------------------------|-----------------|
| Standard T & C | | TBD | Quote Estimated, Prepay & Add | Best Way | Shawn Tefft |
| Item No | Qty | Description | | Unit Price | Total |
| 1 | 5 | SEPCO-SEPA275-DM-ASL25-MPPT21-SP6-PZ6 Solar Electric Power Assembly 275 Watt 224 Amp Hour Battery Assembly Area Site Lighter Fixture 25 Watt LED Maximum Power Point Tracker: Dusk to Dawn Operation 6' Side of Pole Bracket 20' Steel Galvanized Anchor Base Pole | | \$5,572.72 | \$27,863.60 |
| | | | | Sub Total | \$27,863.60 |
| | | | | Estimated Shipping (Prepay & Add) | \$675.00 |
| | | | | Total | \$28,538.60 |

EIN - 65-0472624
Tax Rate - Exempt
Quote good for 30 days


Authorized Signature

NOTES: Lead times are based on production scheduling at the time of quote. If the project is closing more than 60 days from the quote, please consult factory for updated lead times. If your quote is optional please get updated quote once selection is made. **SHIPPING:** Any extra services such as Lift Gate, Call Ahead, Appointment or Job Site Delivery will be an extra charge. Notify SEPCO if any of these would be required for your project so we can update the shipping quote.

WARRANTY



WARRANTY & MAINTENANCE SCHEDULE

WARRANTY & LIFECYCLE

| System Components | Warranty | Lifecycle |
|---|------------|-------------|
| Solar Panels | 25 Years | 30+ Years |
| SEPCO ALC/MPPT Controller | 5 Years | 15 Years |
| Sealed "GEL" Battery (Full/Pro-Rated) | 2/5 Years | 5-7 Years |
| LifePO4 Battery (Full/Pro-Rated) | 5/10 Years | 10-12 Years |
| SEPCO Light Fixture | 5 Years | 15 Years |
| Mounts & Hardware | 25 Years | 30 Years |
| SEPCO AC/DC Inverter or DC/DC Converter | 2 Years | 15 Years |

SEPCO™ warrants its systems to be free of defects in material and workmanship for the period of time as shown above from the date of purchase by the original purchaser under normal use and service. Defective products must be expressed with written notification within the time period stated above. Failure to properly test and repair the system within 30 days of initial malfunction will void the warranty.

SEPCO will repair or replace any system or system part returned prepaid to us within the qualifications above so long as there is no evidence that the part has been misused, abused, damaged by lightning, exposed to operation beyond that implied by the system specifications, or altered in any manner without the express written consent of SEPCO. Labor and/or required equipment is excluded from the repair and/or replacement of a SEPCO product.

Installation or deployment in an inconsistent manner from SEPCO written and verbal instructions voids the warranty. Vandalism, theft, lightning, flood, "Acts of God", and other problems beyond the control of SEPCO are not covered. Failure to follow storage, installation, operation, and maintenance instructions presented by SEPCO can also cause a cancellation of the warranty. Storage of equipment for more than 90 days or stored in a location with extreme temperatures or weather conditions will void the warranty.

SEPCO disclaims any warranties expressed or implied, including warranties of merchantability and/or fitness for a particular purpose. In no event shall SEPCO be held liable for incidental or consequential damages, including labor or other charges. Failure to comply with warranty practices, replacement of components with third-party components, or altered in any way without the expressed instruction by SEPCO will void the warranty. Repair or replacement of the product in accordance with the warranty will continue to remain in effect with the remaining balance of the product from the date of purchase.

WARRANTY



WARRANTY & MAINTENANCE SCHEDULE

You assume all responsibility for liabilities, loss, and damage resulting from the handling of the product after receipt. Inspection of shipments must be made immediately at the time of arrival and the damaged product should be noted with the shipping company. Shipping costs of items to be tested by SEPCO is handled by the buyer. SEPCO will pay for the return shipping of the item back to the customer.

Warranty claimants must first obtain a return authorization number (RMA) before returning any part to the SEPCO factory. RMA procedures includes calling and speaking to a SEPCO technician with the customer's field technician on-site to troubleshoot the system. The RMA and troubleshooting procedure will determine the problem and determine what part is defective. Warranty will not cover systems without proper troubleshooting procedures. Photos and documentation may be required for verification purposes. Warranty repairs will be handled during normal working hours and returned prepaid by surface transportation. SEPCO has the right to substitute components within the system to perform as specified. Proper testing of the system shall be completed for all warranty claims, and the cause of the failure determines whether or not the battery is replaced under warranty.

Battery Warranty Customer Responsibility

| Warranty | Sealed GEL | LifePO4 |
|---------------|-----------------------|-----------------------|
| 0-24 Months | 0% (Full Replacement) | 0% (Full Replacement) |
| 24-36 Months | 50% Standard Cost | 0% (Full Replacement) |
| 36-48 Months | 65% Standard Cost | 0% (Full Replacement) |
| 48-60 Months | 85% Standard Cost | 50% Standard Cost |
| 60-90 Months | 100% Standard Cost | 65% Standard Cost |
| 90-120 Months | 100% Standard Cost | 85% Standard Cost |

Maintenance

The only routine maintenance needed on a SEPCO solar LED lighting and power system is a battery replacement every five to seven years with a sealed GEL cell battery or every 10-12 years with a LifePO4 Battery. This would also be a great time to clean and inspect the solar panel glass and light fixture lens. No additional maintenance is required for the life of the system.

SOLARASL



Section 7, Item c.

SOLAR POWERED LIGHTING SYSTEM

The SolarASL high-powered LED solar lighting system comes complete with solar power assembly, fixture, bracket, and all mounting hardware to attach to a pole.



Light Fixture

| | |
|--------------|--|
| Voltage | 12 or 24 VDC |
| Wattage | _____ |
| Efficiency | 120-139 LpW _____ |
| CCT | 3K, 4K, 5K (IDA using 3K CCT at 0° Tilt) |
| Distribution | 2, 3, 4W, 5QW |
| Finish | Platinum Silver, Dark Bronze, Gray, White, Black |

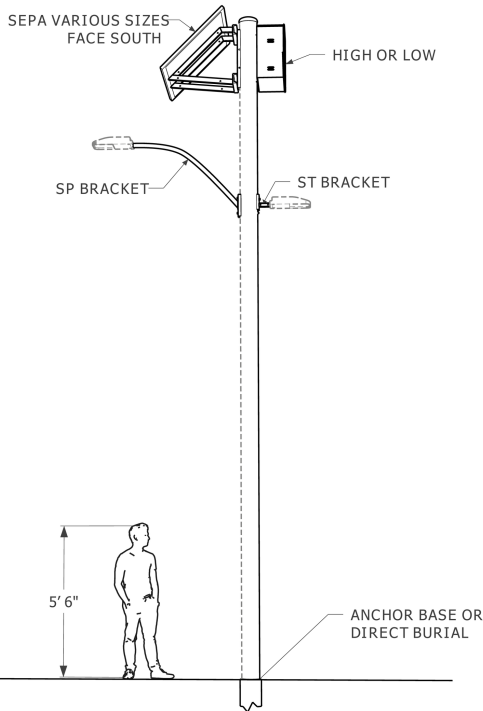
Solar Power

| Power | Current (@12V) | Dimensions | Weight | EPA (sq ft) |
|---|----------------|----------------------------|--------|-------------|
| <input type="checkbox"/> 30 W | 1.61 | 26.57"L x 14.06"W x 2.1"D | 18 | 2.03 |
| <input type="checkbox"/> 50 W | 2.79 | 21" L x 26.57" W x 1.38" D | 23 | 2.74 |
| <input type="checkbox"/> 100 W | 5.56-7.4 | 41.81"L x 26.57"W x 1.4"D | 46 | 5.45 |
| <input type="checkbox"/> 150 W | 8.15-11.1 | 59.06"L x 26.57"W x 1.4"D | 55 | 7.7 |
| <input type="checkbox"/> 200 W | 9.55-14.80 | 59.06"L x 26.57"W x 1.4"D | 55 | 7.7 |
| <input checked="" type="checkbox"/> 275 W | 22.25 | 40"L x 66"W x 2.1"D | 95 | 12.12 |
| <input type="checkbox"/> 300 W | 16.3-22.25 | 52.50"L x 58.25"W x 2.1"D | 135 | 19.92 |
| <input type="checkbox"/> 400 W | 19.1-29.62 | 52.50"L x 58.25"W x 2.1"D | 135 | 19.92 |
| <input type="checkbox"/> 550 W | 44.5 | 78"L x 64.57"W x 2.1"D | 180 | 24.24 |



Battery Assembly

| Battery | Current (@12V) | Box Dimensions | Weight |
|--|----------------|--------------------|--------|
| <input type="checkbox"/> XS | 36 A.H. | 14"H x 14"W x 10"D | 39 |
| <input type="checkbox"/> S | 82 A.H. | 14"H x 14"W x 10"D | 68 |
| <input type="checkbox"/> M | 112 A.H. | 14"H x 14"W x 10"D | 78 |
| <input type="checkbox"/> DS | 164 A.H. | 27"H x 14"W x 10"D | 126 |
| <input checked="" type="checkbox"/> DM | 224 A.H. | 27"H x 14"W x 10"D | 146 |
| <input type="checkbox"/> QS | 328 A.H. | 30"H x 24"W x 12"D | 252 |
| <input type="checkbox"/> QM | 448 A.H. | 30"H x 24"W x 12"D | 292 |
| <input type="checkbox"/> HS | 492 A.H. | 36"H x 24"W x 12"D | 378 |
| <input type="checkbox"/> HM | 672 A.H. | 36"H x 24"W x 12"D | 438 |



Fixture Bracket

- SP4 - Side of Pole Bracket 4'
- SP6 - Side of Pole Bracket 6'
- SP8 - Side of Pole Bracket 8'
- ST5 - Side of Pole Tenon 5"
- ST24 - Side of Pole Tenon 24"

Control Options

- ALC1____ - See Chart
 - ALC2____ - See Chart
 - MPPT2¹____ - See Chart
 - MS - Motion Sensing
 - RTC - Real Time Clock
 - SLT - Spring Loaded Timer
- 1 - Dusk to Dawn (DTD)
 - 2 - Dusk Activated for ____ Hours (DAT)
 - 3 - Split Time On ____ Off, On ____ Dawn
 - 4 - DAT____, Dim for Remainder of Night
 - 5 - DAT____, Dim, Full Intensity ____ Dawn
 - 6 - DTD Dim, Motion to Full Intensity
 - 7 - DTD Off, Motion On
 - 8 - Always-On Operation
 - 9 - Custom Configuration

Pole Options

- PZ1 - PZ8 - Load Category _____
- Pole Type:
- SG - Steel
 - AL - Aluminum
 - FC - Fiberglass Composite
 - CP - Concrete
- Pole Base:
- AB - Anchor Base
 - DB - Direct Burial
 - TB - Transformer Base
 - CU - Custom
- Pole Height: 20
- Pole Finish: galv

PROJECT: Bristol IN

PART #: SEPA275-DM-ASL25-MPPT21-SP4-PZ6

SALES: _____

DATE: _____



AppInstitute Try It Out »

MONTHLY 1 YEAR -15%

Starter

Progressive Web App plus iPhone iOS app & Android app with Push Notifications.

\$67 /mo
billed annually

GET STARTED FOR FREE

IPAD INCLUDED

Pro

Progressive Web App, Android app, iOS iPhone plus iPad app, with enhanced Push and customer management tools.

\$84 /mo
billed annually

GET STARTED FOR FREE

Reseller

Everything you need to start making money selling apps to small businesses.

from **\$280** /mo
billed annually

LEARN MORE

- Google Play Store Android Listing **
- Apple AppStore Listing for iPhone**
- Professional AppStore Review and Submission Service
- Progressive Web App (Mobile and Tablet)
- Email and Live Chat Support
- App Analytics
- Reporting

Everything in **Starter**, plus:

- Apple App Store App for iPad**
- Apple App Store Optimisation
- Geo-Location Push Messaging
- Scheduled Push Messaging
- Audience Segmentation
- Secure Messaging Centre
- Free App Home Page Design
- Email, Live Chat & Phone Support
- Digital Marketing Flyers

Everything you need to sell apps:

- Unlimited Apps
- High-Profit Potential
- White Label App Builder Platform
- White Label Preview App
- Complete Brand Control
- Sales Tools and Support Material
- Backend Technical Support
- 1 to 1 Training
- Dedicated Account Manager

*Requires own developer accounts

Option 1

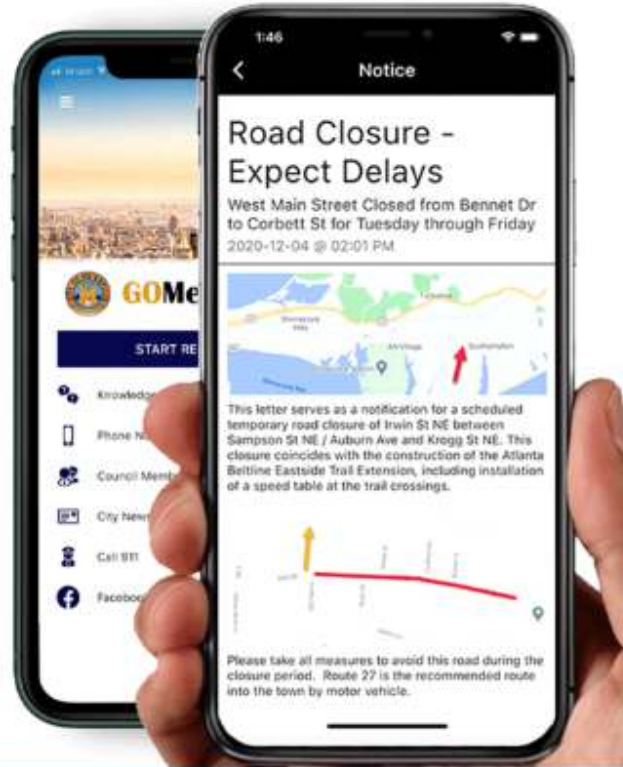
- A. Create our own App
- B. \$804 to \$1,004/ yr.
- C. Developer accounts \$120 one-time fee
- D. No government templates

Keep Citizens Informed

As a staff & management team, keeping citizens informed can be a challenge. GONotify® includes some awesome features to help with this process:

- Send **Alerts & Emergency Notifications** directly to citizens
- Send Targeted Content by using **Subscription Groups** that you can define & select when sending out a message
- Use our **Message Editor** to easily create detailed & stylish communications that include pictures, formatting, links to videos, documents and other content.
- For Create Once, Publish Everywhere with **Multi Channel Publishing** that allows you to push content to the most vital channels including **Mobile, Email, Twitter, Facebook & Website.**
- For **customers who also purchase GOGov CRM**, citizens can communicate to get more information and start a dialogue with agency staff (**requires GOGov CRM**).

- Social Media Pages
- Website Content



Option 2

- \$3,600 /year
- Unlimited Users
- Unlimited Departments
- Unlimited Data Storage
- Branded App for Apple & Android Included
- Unlimited Remote Training for the Life of Working Together
- Software Updates Included
- 24/7 Emergency Phone Support
- Self Service Online Knowledge Base

AppInstitute Try It Out »

MONTHLY 1 YEAR -15%

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GET STARTED FOR FREE

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- Apple AppStore Listing for iPhone**
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Option 1

A. Create our own App

B. \$804 to \$1,004/ yr.

C. Developer accounts \$120 one-time fee

D. No government templates

Town of Bristol, IN

Citizen Notifications & Alerts

March 15, 2024

Prepared By:

Kevin Strauss, Director of Sales

(631) 861-5812

Kevin@GoGovApps.com

Prepared For:

Mike Yonder

Town Manager

mikeyonder@bristolindiana.org

Subscriptions & Services

| Description | Amount |
|---|-------------------------|
| GONotify Citizen Notifications & Alerts (Notify) - Unlimited Subscription | \$3,600 /year |
| Services: \$0 Annually: \$3,600 | |

Order Details

| Primary Contact | | | |
|----------------------|--|---------------|--|
| Contact Name: | | Phone: | |
| Title: | | Email: | |

| Billing Information | | | |
|-------------------------|--|---------------|--|
| Contact Name: | | Phone: | |
| PO #: (Optional) | | Email: | |

| Contract Term Information | |
|-------------------------------------|---------------------|
| Initial Subscription Period: | 12 months starting: |

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba “GOGov”) owns all intellectual property in the software products listed in the Products and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
 - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30 Days** from the invoice date.
 - 4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
 - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

- 6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
- 7. **Other Provisions**
 - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
 - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.**Town of Bristol, IN**

Sign: _____
Name: Daryl Blowes

Title: CEO

Date: _____

Sign: _____
Name: _____

Title: _____

Date: _____

Additional Customer Signatures (Optional)

Sign: _____
Name: _____

Title: _____

Date: _____

Sign: _____
Name: _____

Title: _____

Date: _____



GONotify® is a user friendly solution for creating & sending communications of all varieties to your citizens across multiple channels! Coupled with an agency branded mobile app, GONotify® makes it easy for citizens and government to communicate more efficiently and effectively!

Communications in the Palm of Citizen’s Hands

- **Branded Mobile App** serves as one place to access all notifications and important information directly from your local municipality
- **Subscription Lists** allow for citizens to sign up for the types of notifications that they want to receive
- **Direct Notifications** ensure that content is delivered directly to citizens devices so that no important updates are missed
- **Get more information** and start a dialogue with agency staff by replying to a notification (requires GOGov CRM)

Keep Citizens Informed

As a staff & management team, keeping citizens informed can be a challenge. GONotify® includes some awesome features to help with this process:

- Send **Alerts & Emergency Notifications** directly to citizens
- Send Targeted Content by using **Subscription Groups** that you can define & select when sending out a message
- Use our **Message Editor** to easily create detailed & stylish communications that include pictures, formatting, links to videos, documents and other content.
- For Create Once, Publish Everywhere with **Multi Channel Publishing** that allows you to push content to the most vital channels including **Mobile, Email, Twitter, Facebook & Website.**
- For **customers who also purchase GOGov CRM**, citizens can communicate to get more information and start a dialogue with agency staff (**requires GOGov CRM**).

All of your Communication Needs in One Spot

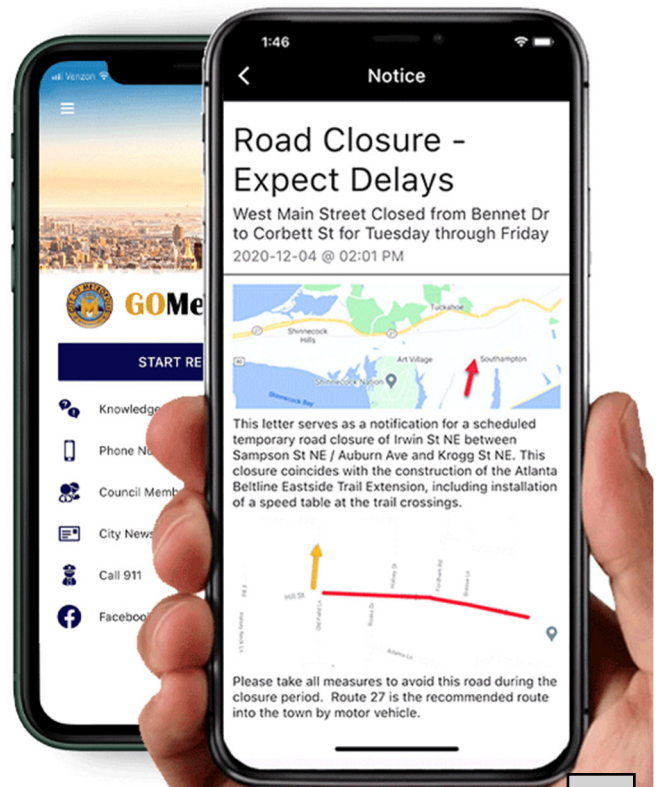
Why limit yourself to emergency communications when you could send anything that you want?

- Road Closure
- Events
- Storm Warnings
- Boil Water Advisory
- Emergency Alerts
- School Closings

Vital City Information at Citizen’s Finger Tips

The branded app includes applets, which are important pieces of information that you can put right at your Citizen’s finger tips. Commonly that information includes:

- Important Phone Numbers
- Elected Official’s Names & Bios
- Local Places
- Social Media Pages
- Website Content



**REQUEST FOR PROPOSALS TO REPLACE THE
BRISTOL PARK FOR INDUSTRY SIGN
TOWN OF BRISTOL, INDIANA
March 20, 2024**

1. INVITATION TO BID

This Request for Proposal (“RFP”) issued by the Town of Bristol, Indiana (the “Town”) seeks proposals from entities (“Offerors”) to construct an illuminated sign to replace the current Bristol Park for Industry sign located at Commerce Drive and State Road 15 in Bristol, Indiana, as more fully described herein (the “Project”). A picture of the current sign is included below.

2. PURPOSE

The Town is soliciting proposals for the purpose of entering into a contract (“Contract”) with the successor Offeror to construct an appealing, good-quality, cost-effective replacement for the current Bristol Park for Industry sign to coincide with the Town’s expansion and development of its business parks.

This RFP describes the requirements for the Project. The term “Offeror” as used throughout this RFP refers to those firms submitting a proposal in response to this RFP (“Proposal”) and the term “Contractor” refers to the Offeror awarded the Contract.



3. PROCUREMENT PROCESS

The Procurement Process and the selection of the successful Offeror will be conducted pursuant to Indiana Code 5-22-9 et seq. The Town is authorized to solicit requests for proposals and to conduct discussions with Offerors who submit proposals on a timely basis that the Town determines to be reasonably susceptible of being selected for award of the Contract.

Pursuant to this authority and in accordance with the process described in this RFP, the Town intends to tentatively select an Offeror to enter into negotiations with the Town with respect to the Project. The selection of the Offeror will be based on the Town’s evaluation of the factors and criteria described in under **Section 8(c)** of this RFP.

Following submission of proposals in response to this RFP, the Town reserves the right to conduct discussions with one or more of the Offerors to clarify their RFPs and to understand and evaluate them in accordance with the process set forth herein. RFPs considered noncompliant will be rejected. The Town intends to award a Contract to a single Offeror.

4. **PROPOSAL REQUIREMENTS**

(a) **Number of Submitted Proposals.** _____ copies of the proposal shall be submitted to the Town by the Proposal Submission Deadline at the location specified above.

(b) **Modification, Withdrawal or Cancellation of Proposal.** An Offeror may not modify, withdraw, or cancel its proposal for a period of ninety (90) days following the Proposal Submission Deadline.

(c) **Binding Authority.** The Proposal shall be signed by an officer of the Offeror duly authorized to submit the proposal on behalf of the respective Offeror and who is authorized to enter into and bind the respective Offeror to a contract with the Town.

(d) **Offeror Availability.** The Offeror or the Offeror's staff shall be available to meet with Town staff, when requested, to discuss their respective proposal and to discuss the Project.

(e) **Negotiations and Communications.** The Town may conduct discussions and negotiations with one or more Offerors who have responded to this RFP for the purpose of clarifying a Proposal and assuring full understanding of the Proposal and its responsiveness to the requirements of this RFP. The Town will not disclose the contents of an Offeror's Proposal during discussions and negotiations with other Offerors (subject to any requirements of applicable law or judicial process).

(f) **Information Considered.** The Town will consider the information in the Proposals and other public information available to the Town which it considers credible and relevant to its evaluation of the Proposals.

(g) **Non-collusion Affidavit.** Each Offeror shall submit one non-collusion affidavit along with the Proposal prior to the Proposal Submission Deadline.

(h) **No Surety.** No security or other evidence of financial responsibility shall accompany a Proposal.

5. **PROPOSAL INFORMATION**

(a) **Request For Proposal.** The Town hereby notifies prospective Offerors of the opportunity to submit a proposal in response to this RFP. Upon request, each prospective Offeror will receive one (1) copy of the RFP from the Town. Prospective Offerors are responsible for making additional copies as required to satisfy their needs. Offerors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered, and so adequate time is available to prepare a comprehensive and complete response.

(b) **Proposal Deadline.** Proposals for the Project will be received at the Bristol Municipal Complex, 303 E. Vistula Street, Bristol, Indiana 46507 Attn: Town Manager, until 12:00

noon eastern time, on or before _____ (or such later day and time as the Town in its discretion may set) (“Proposal Submission Deadline”).

(c) **Late or Conditional Proposals Not Considered.** Any proposals received later than the Proposal Submission Deadline will not be considered. No conditional proposals will be considered.

(d) **Offeror’s Technical Proposal.** Offerors shall provide the following with respect to the Project:

- (i) A detailed design for the replacement sign, which shall be internally illuminated and include at least twelve (12) locations for business names.
- (ii) The total price for the Project, including installation.
- (iii) Plans for two per business participation costs options based upon Town contributing 50% and 75% of overall sign cost.
- (iv) Plans to contact business on current sign and other Commerce Drive businesses (the “Business Contact Plan”).

(e) **Town’s Commitments.** The Town agrees to commit to the following for the Project:

- (i) Provide electric power to the replacement sign for lighting.
- (ii) Clear trees and brush to the north to improve visibility.
- (iii) Provide sign permit.

(f) **Offeror Minimum Qualifications.** The Offeror shall have the following minimum qualifications:

- (i) A sound business reputation;
- (ii) Proven capabilities in delivering services on time and on budget;
- (iii) Appropriate resources to satisfy the requirements set forth herein;
- (iv) Experience in the design and installation of signs similar to the Project;
- (v) Established financial stability necessary to back workmanship and guarantee performance;
- (vi) Is registered to do business in the State of Indiana; and

- (vii) Is not, nor is any of its principals or affiliates, presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance or procurement program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana.

(g) **Offeror Rights.** All materials submitted in response to this RFP become the property of the Town upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Town and Offeror. Each Offeror, as an express condition for the Town's consideration of such Offeror's proposal, agrees that the contents of each proposal submitted to the Town is confidential, and may contain proprietary and trade secret information of the Offeror submitting a proposal in one or more technical areas, and each Offeror waives any right to access to any proposals by any other Offeror. No submissions or supporting documentation will be returned to the respective Offeror. Offerors submitting proposals should recognize that the Town is a public body and, as a public body, the Town is subject to disclosure requirements and must abide by public record laws. Neither the Town nor any Offeror shall be liable for disclosures required by law.

(h) **Reservation of Rights.** This RFP does not commit the Town to award the Contract, to pay any costs incurred in the preparation of a proposal to this request, or to otherwise contract for any purchases and services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Offerors, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so. This is in addition to other rights reserved by the Town in this RFP.

(i) **Inconsistency or Error in the RFP.** Any Offeror believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Town in writing of such apparent discrepancy. Failure to so notify the Town by this date will constitute a waiver of claim of ambiguity, inconsistency, or error.

(j) **Offeror Errors or Omission.** The Town is not responsible for any of Offeror's errors or omissions.

(k) **Offeror Incurred Costs.** The Offeror shall be responsible for all of its costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned after the Proposal Submission Deadline.

(l) **Exceptions.** It is the intent of the Town to award the Contract on a fair and competitive basis. For this reason, the Town may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Offeror to vary the terms of the RFP, which, in fact, may result in giving such Offeror an unfair advantage over other Offerors. For this reason, the Town will, at its option, not allow exceptions to any material requirement if, in the opinion of the Town, the exceptions alter the overall intent of this RFP, unless

the exception would be of material benefit to the Town. The Town reserves the right to allow exceptions which it determines in its discretion do not alter the overall intent of this RFP.

(m) **Town's Right to Disqualify for Conflict of Interest or Other Sound Reasons.**

The Town reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the Town or of any other sound reason on which the Town determines it is not in the Town's best interests to further consider the Offeror. The right of disqualification is at the sole discretion of the Town. Any Offeror submitting a proposal herein, waives any right to object at any future time, before anybody or agency, including but not limited to, the Town, or any court, to the Town's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the Town or for other sound reasons.

(n) **Warranties.** Any Offeror submitting a proposal in response to this RFP warrants and guarantees that the Offeror is fully capable of performing each and every task set forth in the proposal in all material respects and in a good and workmanlike manner. No limitation or exception to this warranty provision will be acceptable to the Town; except, it is understood that the Offeror is not responsible for any problems in performance caused by improper acts or omissions by the Town.

(o) **Covenant Against Contingent Fees.** The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the Town shall have the right to annul the Contract without liability or in its discretion to deduct from fees or payments due the Offeror the commission, percentage brokerage or contingent fee.

(p) **Affirmative Action in Employment.** The Town is committed to provide an equal opportunity for participation of minority and women owned business enterprises (and any other disadvantaged businesses) and providing equal opportunity in all Town business. A successful Offeror in performing under the Contract rendered shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The selected Offeror will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age or disability.

(q) **News Releases.** News releases by the Offerors pertaining to this RFP shall not be made without prior approval of the Town.

(r) **Standard/Licensure Requirements.** The selected Offeror shall provide documentation to the Town evidencing all necessary licenses, if any, required to perform the services prior to the execution of the Contract which can be issued at such time.

(s) **Out of State Offerors.** It shall be a condition to the Contract that any out-of-state Offeror that may be selected as shall be duly registered and qualified to do business within the State of Indiana.

6. GENERAL TERMS AND CONDITIONS

(a) **Agreement to Terms.** Any Offeror entering into the Contract with the Town must agree to a number of general terms and conditions. If an Offeror cannot agree to any of the stated general terms and conditions, its proposal must clearly state the reason for any such non-compliance.

(b) **Compliance With Laws.** In performing under the Contract, the Offeror shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.

(c) **Continuation During Disputes.** The Offeror agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Contract to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

(d) **Organization Employment Disclaimer.** Any contract entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Offeror will agree that no persons utilized by it in the performance of the Contract are employees of the Town and further agrees that no rights of the Town's civil service, retirement or personnel rules accrue to such persons.

(e) **Method of Payment.** Payments to the Contractor, if any, will be made in accordance with payment procedures as stipulated in the Contract. Reports and invoices submitted must contain the Contract number under which the Contract is awarded. If necessary, the Offeror shall submit invoices and reports to the addressee designated in the contract. All invoices will be paid within thirty (30) days of receipt by the Town.

(f) **Insurance and Liability.** The Contractor shall provide and maintain insurance covering its liabilities in amounts of at least \$1,000,000 combined single limit. The Contractor shall certify to the Town in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the Contract is to be performed as prescribed, or until thirty (30) days after written notice to the Town, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Town by any payment under the policies.

(g) **Suspension of Work/Termination or Suspension.** The Town reserves the right to terminate or suspend the Project by giving written notice to the selected Offeror a reasonable time

prior to such termination or suspension (which may be immediate if the Town determines such to be necessary to protect the Town's interests and those of its citizens); however, if any portion of the purchases and services contemplated in the Contract shall be terminated or suspended, the Town shall pay the Offeror equitably for all purchases and services properly performed pursuant to the contract after such termination or suspension.

(h) **Confidentiality of Information.** The Offeror shall treat all information furnished by the Town and purchases and services provided hereunder as confidential. The Offeror shall not disclose such information to others without the prior written consent of the Town's authorized representative.

7. **PROPOSAL SUBMISSION AND EVALUATION CRITERIA**

(a) **Generally.** The Town intends to evaluate proposals based on the written response to the RFP (submitted proposals) and to make a tentative selection of a successful Offeror with whom the Town will then engage in negotiations to finalize a contract. The Town reserves the right to reject any or all submittals, to waive technicalities, to re-advertise, to proceed otherwise when in the best interest of the Town. The following guidelines are provided to ensure the equitable evaluation of competitive proposals and to contain the cost of participation to a reasonable level. Proposals should be prepared as closely as possible in accordance with the instructions outlined in this Section. Offeror is advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP.

(b) **Proposal Format.** The proposal shall be signed by an individual authorized to bind the Offeror and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the Offeror and who may be contacted during the period of the Contract. Proposals should be specific and complete in every detail, prepared in a simple straight-forward manner, and shall include responses to each of the following:

- (i) A letter of proposal submission and introduction, including the name and address of the firm submitting the proposal, and name of a contact person, shall be the first page of the proposal. The proposal shall be signed by an authorized representative of the Offeror and shall include the name(s), title, address, and telephone number of the individual(s) authorized to negotiate the Contract with the Town.
- (ii) A section describing the Offeror's background, experience, skills, and financial resources necessary to complete the Project.
- (iii) A brief statement of the Offeror's understanding of the Project.
- (iv) A work plan for the Project.

- (v) A description of the Offeror’s capability to meet the intended objectives of this RFP.
- (vi) Any other information required by this RFP or that the Offeror considers to be important and relevant to evaluation of its proposal by the Town.

(c) **Proposal Evaluation.** The evaluation of the RFP responses will be based on the contents of the RFP response, any information or clarifications provided at the request of the Town, if any, any reference or background checks carried out by the Town or its employees, agents or consultants, and other public information available to the Town which they consider credible and relevant to the evaluation of the proposals. The Town intends to make a tentative selection of a successful Offeror with whom the Town will engage in negotiations to finalize a Contract. RFP submissions will be evaluated on the following weighted evaluation criteria:

| <u>Evaluation Criteria</u> | <u>Weighting</u> |
|--------------------------------|------------------|
| Design of the replacement sign | 50 points |
| Overall Price of the Project | 40 points |
| Business Contact Plan | 10 points |



News from Indiana Michigan Power

MEDIA CONTACT:

Stephanny Smith
Communications Director
260-409-4292
s smith2@aep.com

FOR IMMEDIATE RELEASE

I&M to Delay Raising River Level at Elkhart Hydroelectric Plant

Work will impact the timeline for bringing reservoir to spring and summer operating level

ELKHART, Ind., March 21, 2024 – Indiana Michigan Power (I&M) will be delaying the annual process of raising the water level upstream of the Elkhart Hydroelectric Plant on the St. Joseph River to its normal spring and summer level. I&M performed maintenance work during the winter months that will continue into the spring and must be completed in order to raise the water levels.

“We understand that the adjusted timeline will affect those who rely on the reservoir for everything from recreational enjoyment to economic development opportunities. We tried to avoid doing work in the spring and summer months and apologize for any inconvenience this causes. We know how important the lake and river are to the community, and this work is necessary for us to be able to raise water levels,” Katie Davis, I&M vice president of external affairs and customer experience, said.

Work is scheduled to begin the week of April 1. Once the maintenance work has been completed, water levels will be raised in 6-inch increments with the goal to slowly increase the current reservoir level by 2 feet until it reaches normal summer level by Memorial Day. It is possible water levels could remain lower for a longer period of time if complications arise.

During the maintenance process, it may become necessary to reduce water levels with little or no advance notice. I&M is cautioning affected customers who have not already put boats and other watercraft in the river to consider waiting until work has been completed. I&M is aware some parties may have already put their crafts in the water, and we leave it up to their discretion whether or not to take them out. Water levels were lowered 2 feet in December 2023 and will remain at these levels, or potentially lower, until the work is complete.

“We are doing everything in our capacity to meet that desired timeline and avoid complications that might result in leaving the water levels lower for a longer period of time. At the same time, we believe it is important to be transparent and let the community know that the possibility does exist. Our goal is to complete this project as quickly and safely as possible,” said Davis.

I&M will keep customers updated on the work in the area of its hydroelectric facility and the timeline for returning the reservoir to spring and summer levels.

Customers who have questions can contact I&M customer service at 260-408-3724 or IMCustomerService@aep.com. Project updates will also be available at www.IndianaMichiganPower.com/News.

I&M runs the Elkhart Hydroelectric Plant in accordance with its license issued by the Federal Energy Regulatory Commission. The Elkhart Hydroelectric Plant has been owned and operated by I&M since 1913. It is one of six run-of-river hydroelectric plants on the St. Joseph River. “Run-of-river” means all the water coming into the plant from upstream is passed through downstream of the dam (i.e., inflow equals outflow). Combined, I&M’s six hydroelectric facilities generate more than 22 megawatts of electricity – enough to power 15,000 homes a year.

#

Indiana Michigan Power (I&M) is headquartered in Fort Wayne, and its approximately 2,000 employees serve more than 600,000 customers. More than 85% of its energy delivered in 2023 was emission-free. I&M has at its availability various sources of generation including 2,278 MW of nuclear generation in Michigan, 450 MW of purchased wind generation from Indiana, more than 22 MW of hydro generation in both states and approximately 35 MW of large-scale solar generation in both states. The company’s generation portfolio also includes 1,497 MW of coal-fueled generation.

At American Electric Power, based in Columbus, Ohio, we understand that our customers and communities depend on safe, reliable and affordable power. Our nearly 17,000 employees operate and maintain more than 40,000 miles of transmission lines, the nation's largest electric transmission system, and more than 225,000 miles of distribution lines to deliver power to 5.6 million customers in 11 states. AEP also is one of the nation's largest electricity producers with nearly 29,000 megawatts of diverse generating capacity, including approximately 6,100 megawatts of renewable energy. AEP is investing \$43 billion over the next five years to make the electric grid cleaner and more reliable. We are on track to reach an 80% reduction in carbon dioxide emissions from 2005 levels by 2030 and have a goal to achieve net zero by 2045. AEP is recognized consistently for its focus on sustainability, community engagement and inclusion. AEP's family of companies includes utilities AEP Ohio, AEP Texas, Appalachian Power (in Virginia and West Virginia), AEP Appalachian Power (in Tennessee), Indiana Michigan Power, Kentucky Power, Public Service Company of Oklahoma, and Southwestern Electric Power Company (in Arkansas, Louisiana, east Texas and the Texas Panhandle). AEP also owns AEP Energy, which provides innovative competitive energy solutions nationwide. For more information, visit aep.com.

News releases and other information about I&M are available at IndianaMichiganPower.com

Ordinance No. 04/18/2024-9

Additional Appropriation Ordinance

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2024 annual budget,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purpose specified, subject to laws governing the same:

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, on this 18th day of April, 2024.

Increase:

| FUND # | Appropriation # | Amount | Reason |
|--------|-----------------|------------|--|
| 2545 | 2545-001-315 | \$4,000.00 | Elkhart County Redevelopment Commission annual payment |
| 2545 | 2545-001-315 | \$1,000.00 | Business Leaders Spring Luncheon |
| 2545 | 2545-001-315 | \$4,000.00 | Bristol mobile app set up |

Grand total: \$9,000.00

BRISTOL TOWN COUNCIL TOWN OF BRISTOL, INDIANA

By _____
Jeff Beachy, President

By _____
Doug DeSmith

By _____
Cathy Burke

By _____
Dean Rentfrow

ATTEST:

By _____
Gregg Tuholski

Cathy Antonelli, Clerk-Treasurer

Bristol Police Department
February 2024

| | |
|---------------------------------------|--|
| Traffic Enforcement: | Citations: 35 |
| | Warnings: 29 |
| Calls for Service: | 283 |
| Calls: | 187 |
| Vehicle Crashes: | Property Damage: 10 |
| | Personal Injury: 0 |
| | Fatal: 0 |
| | Leaving Scene: 0 |
| Criminal Enforcement: | Cases Taken: 36 |
| | Cases closed by arrest: 3 |
| | OWI: 1 Felony: 0 |
| | Poss. Drugs and/or Paraphernalia: 3 |
| Junk & Abandoned Vehicles: | Tagged: 3 |
| Impounded Vehicles: | Fixed or Removed: 1 |
| | 4 |
| Miles Driven: | 11,038 |

Criminal Enforcement: February brought us several investigations, having investigated 36 cases and 3 of those cases were closed by immediate arrest. We had 2 thefts, 1 OWI, 3 possession of marijuana, 2 habitual traffic violators and 1 invasion of privacy. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In February officers investigated 10 vehicle crashes. Officers issued 35 traffic citations, addressing speed, signal and sign violations. There were 5 of

our citations that were for driving while license suspended or never receiving a license. They also issued 29 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

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

Together we can make a better community

Respectfully,
Michael W. Albin, Marshal

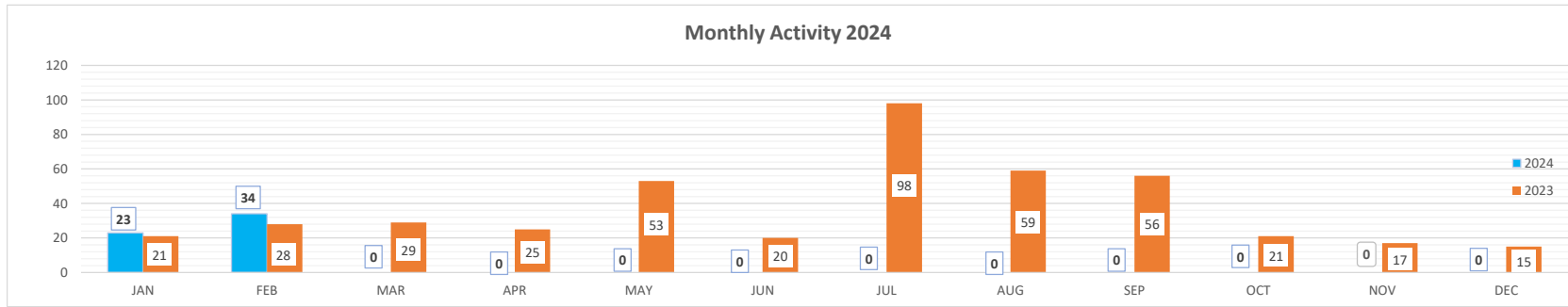
Code Enforcement Dashboard 2024

Section 9, Item a.

| Measure | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Current 2024 | 2023 | Warning Issued | Notice Issued | Parking Citation | Impound | Violation Corrected | Unfounded | Open |
|--------------------------------------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------------|------------|----------------|---------------|------------------|----------|---------------------|-----------|-----------|
| Abandoned & Junk Vehicles (Property) | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 18 | 3 | 0 | 0 | 0 | 1 | 0 | 2 |
| Abandoned & Junk Vehicles (Street) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Animals | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 11 | 4 | 0 | 0 | 0 | 4 | 0 | 0 |
| Bicycles & foot scooters | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Golf Carts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| High Grass | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 144 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Illegal Parking | 11 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 140 | 31 | 0 | 0 | 0 | 24 | 0 | 7 |
| Improper disposal of trash | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Litter & Dumping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Loud Noise or disturbing the peace | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Nuisance issues | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 26 | 2 | 0 | 0 | 0 | 2 | 0 | 0 |
| Snowmobiles | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Snow and Ice from sidewalk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Signs and devices | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 35 | 2 | 0 | 0 | 0 | 2 | 0 | 0 |
| Trash on property | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 4 | 1 | 0 | 0 | 3 | 0 | 1 |
| Trees & Bushes | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Weeds & Rank Vegetation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vehicles for sale on grass | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 9 | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Other | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 22 | 8 | 0 | 0 | 0 | 8 | 0 | 0 |
| TOTAL | 23 | 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 57 | 442 | 57 | 2 | 0 | 0 | 47 | 0 | 10 |

| | | | | | | | | | | | | | |
|--------------------------|----|----|---|---|---|---|---|---|---|---|---|---|----|
| Citizens' complaints | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 |
| Code enforcement officer | 17 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47 |

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



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

Elkhart County Public Safety Communications Center

Number Of Calls Report by Department

Section 9, Item a.

First Date: 02/01/2024

Jurisdiction: ECC

Last Date: 02/29/2024

| | <i>Department</i> | <i>Number</i> |
|---|-------------------|---------------|
| 1 | 4 | 187 |

Total: 187



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

March 2024 Operations Report:

We responded to 102 calls in February.

We had 461 responses in February.

Staffing:

We are currently short 1 Fulltime Firefighter/EMT but are currently filling that position with parttime staff.

We have a new paramedic. Brett Smith has passed all his National and State tests and received his Indiana license two weeks ago.

Additional:

We are working on putting a state certified firefighter class on. This class will start in April. You will begin seeing some additional changes on the training property on St. Joesph Street. With the help and generous donations by Niblock Excavating and Smith Ready Mix will be pouring an approach as well as a concrete pad.

**Thank you,
Nicholas J.A. Kantz
Fire Chief**

Filter statement

Filters Alarm Date Range 2/1/24 to 2/29/24 Is Active Exclude: false Incident Type Group Exclude: Other

Total Incidents & False Alarms

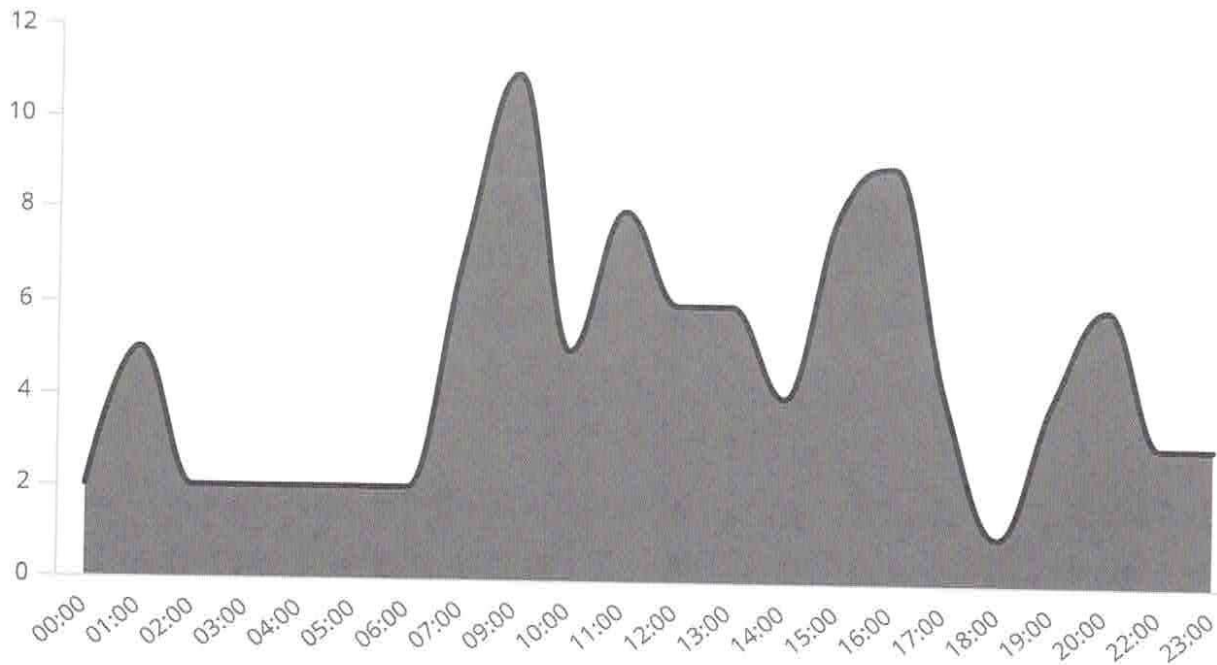
Total Incidents w/false alarms included

102

Percent of Incidents with False Alarm

Percent of False Alarm Calls
5.83%

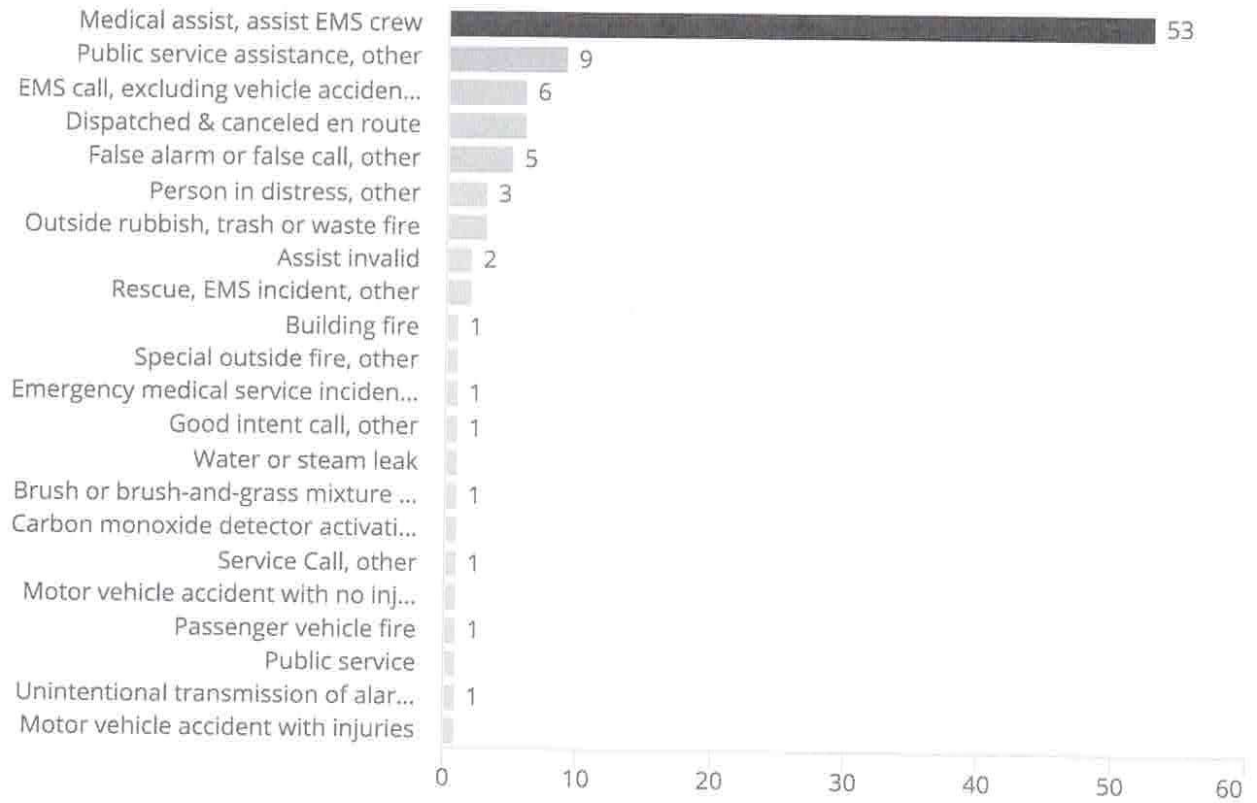
Incidents over Time



Filter statement

Filters **Alarm Date Range** 2/1/24 to 2/29/24 | **Is Active** Exclude: false | **Incident Type Group** Exclude: Other

Breakdown of False Alarm Incidents by Type



Total Number of Incidents

of unique Incident Number
102

Filter statement

Filters **Alarm Date Range** 2/1/24 to 2/29/24 | **Is Active** Exclude: false | **Incident Type Group** Exclude: Other