



TOWN COUNCIL SPECIAL MEETING

Friday, May 24, 2024 at 1:45 PM

Council Chamber Bristol Municipal Complex

AGENDA

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

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

Livestream link is available on the Town Website

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. CLERK-TREASURER

[a.](#) Amend Salary Ordinance

[b.](#) Final easement purchase for water project. \$47,055.00

5. TOWN ATTORNEY

a. Separation Agreement

6. TOWN COUNCIL DISCUSSION ITEMS

a. Doug DeSmith

b. Dean Rentfrow

c. Cathy Burke

d. Gregg Tuholski

e. Jeff Beachy

7. MOTION TO ADJOURN

TOWN OF BRISTOL, INDIANA
AMENDED SALARY ORDINANCE 05-24-2024-13
SALARY ORDINANCE NO. 12-07-2023 - 30

Section 4, Item a.

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

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

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

2024 BASE PAY RATE SCHEDULE

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

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

GUIDELINES FOR THE PAYMENT OF BASE RATES

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

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

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

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Work Schedules/Hours/Breaks

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

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

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

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

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

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

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

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

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

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

PAY CONSIDERATIONS

Civilian Employees

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

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

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

Police Department Employees

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

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

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

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

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

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

Police Department Employees

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

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Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

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

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

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

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

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

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

ADDITIONAL PAY CONSIDERATIONS

Hiring Bonuses

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

Training and Professional Development

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

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

Certifications

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

Clothing Allowances

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

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

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

Tenure Incentive Pay (TIP)

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

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

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

Emergency Closings

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

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

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

BENEFITS SCHEDULE

Health Insurance

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

- Regular full-time employees

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

Physicians Health Plan 2024

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

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

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

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

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

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

MetLife and AD&D Insurance

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

- Regular full-time employees

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

Short-Term Disability Insurance

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

- Regular full-time

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

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

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

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

Long-Term Disability Insurance

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

- Regular full-time employees

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

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

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

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

NationWide - Civilian and Police Department Sworn Officers

Civilian

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

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

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

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

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

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

PoliceDepartment–SwornOfficer

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

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

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

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

Vacation Benefits

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

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

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

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

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

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

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

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

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

Personal Leave Time (PLT) Benefits

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

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

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

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

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

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

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

Holidays

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

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

Paid holidays in 2024 include the following:

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

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

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

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Section 4, Item a.

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

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

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

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

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

Bereavement Leave

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

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

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

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

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

Jury Duty

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

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

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

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

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

Witness Duty

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

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

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

Time Off to Vote

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

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

Military Leave

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

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

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

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

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

Business Travel Expense Policy

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

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

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

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

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

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

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

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

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

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Section 4, Item a.

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

YAY

NAY

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

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

TOWN OF BRISTOL, INDIANA
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Appendix #1 - Tenure Incentive Pay (TIP)
Full-Time Sworn Law Enforcement Compensation Matrix

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

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

Exhibit C

TOWN OF BRISTOL

Method for Establishment of Just Compensation for Water Main Easement

For the subject property, a Market Valuation was prepared using market data and the data from Elkhart County Assessor's Office. The Total Land Value was divided by the Total Land Area to develop a per square foot value for the area needed for the site expansion. Because we are not seeking Fee Simple Title, the per square foot value was determined to be 100% of the fair market value. The fair market value has been determined to be \$1.49 sft.

Based on the foregoing assumptions, we arrived at the following Net Offer of Just Compensation for your property:

Property: 2020-01344
Parcel ID: 20-03-26-301-002.000-031
Owner: AGNL Jerky, LLC
Property Address: 605 Kesco Dr, Bristol, IN 46507

Site area in square feet:	31,581	SFT
Site value per square foot:	<u>\$1.49</u>	100% FMV
Total Value of Acquisition	\$47,055	

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND
PERMANENT UTILITY EASEMENT**

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT (“Agreement”) is made this [____] day of May 2024 (the “Effective Date”) by and between AGNL Jerky, L.L.C., a Delaware limited liability company (“Grantor”), and the TOWN OF BRISTOL, INDIANA, a municipal corporation existing under the laws of the State of Indiana (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Elkhart, County, Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, Grantee (i) intends to develop and construct a one million gallon storage tower located west of the Property together with a twelve inch water main in order to increase the capacity and reliability of the water supply system throughout the Town of Bristol, Indiana and (ii) seeks from Grantor a perpetual and non-exclusive easement in, on, over, and across that certain portion of the Property as described in Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”); and

WHEREAS, Grantor desires to grant for the benefit of Grantee and Grantee desires to accept, a certain perpetual and non-exclusive easement in, on, over and across the Easement Area to provide for the installation, maintenance, repair, and replacement of drainage water main to be located on the Easement Area, upon the terms and conditions of this Agreement; and

WHEREAS, Grantor desires to grant and convey to Grantee the Easement (as defined herein) upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares, grants, and conveys as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the right and privilege to install, construct, operate, maintain, inspect, reconstruct, repair, remove, and replace a municipal water main (the “Improvements”), within the Easement Area, solely for the purpose of, in connection with and in support of the installation, construction, operation, maintenance and, as needed from time to time, the repair, replacement, restoration and reconstruction of, the Improvements within the Easement Area (the “Easement”). Grantee acknowledges and agrees that this Easement is limited to and for the purposes stated herein and does not convey to Grantee any right to install, construct, operate, maintain, repair, replace, or remove any other utilities within the Easement Area including, without limitation, cable television service lines, and telecommunication, telephone, telegraph, electric, gas, and drainage facilities. Grantee shall not materially interfere with Grantor’s use and enjoyment of the Property.

Section 3. Grant of Ingress and Egress and Temporary Construction Easement Area. Subject to the terms and conditions of this Agreement, Grantor grants and conveys to Grantee and its employees, agents, licensees, representatives, successors and assigns (collectively, “Grantee’s Benefitted Parties”) a temporary right of ingress and egress to and from the Easement Area over the Property and the right to temporarily use that certain portion of the Property as described in Exhibit C attached hereto and incorporated herein by reference (the “Temporary Construction Easement Area”) in order for Grantee, or Grantee’s Benefitted Parties, to exercise their rights under this Agreement. Grantee acknowledges and agrees that construction may not take place inside the Temporary Construction Easement Area and outside the Easement Area, but that such area may be used for the exclusive purpose of storing non-hazardous materials and non-hazardous construction staging materials. Grantor acknowledges that Grantee and Grantee’s Benefitted Parties right of ingress and egress includes the right to move non-hazardous equipment and non-hazardous construction materials over the Property and onto the Temporary Construction Easement Area, which are necessary to construct the Improvements within the Easement Area. The Temporary Construction Easement Area granted herein shall terminate upon (i) the completion of the Improvements or (ii) May 1, 2027.

Section 4. Restoration of Surface Area. All construction, maintenance, repair and operation of the Improvements by Grantee and Grantee’s Benefitted Parties shall be performed in accordance with all applicable laws, rules, ordinances, and regulations. Grantee and any of Grantee’s Benefitted Parties shall use best efforts to construct, install, maintain, repair, replace and operate the Improvements and exercise the rights granted herein, so as not to materially interfere with the development, operation, and use and enjoyment of the Property. Grantee and any of Grantee’s Benefitted Parties shall use best efforts to restore the Property to its pre-existing condition promptly upon Grantee, or any of Grantee’s Benefitted Parties, completion of any installation, construction, operation, maintenance, reconstruction, removal or replacement, over or within the Easement Area with respect to the Easement. Grantee and any of Grantee’s Benefitted Parties shall have the right to remove from the Easement Area any encroaching trees, or other obstructions, in order to ensure the free and unobstructed use of the Easement Area by Grantee. Grantor herein covenants for itself, its grantees, successors and assigns that Grantor will not erect any buildings or other structures or obstructions on, over, or under the Easement Area, excepting therefrom streets, drives or other surface improvements of like nature or as otherwise expressly permitted by Grantee, in writing, and in accordance with the terms hereof, and which permission when in writing and executed and recorded by the parties shall run with the Property.

Section 5. Nature and Assignment of Easements and Rights. The Easement created herein shall be permanent and perpetual and, together with the rights and benefits thereof, shall inure to the benefit of Grantee and Grantee's Benefitted Parties. The Easement created by this Agreement, together with the burdens thereof and obligations associated therewith, shall (i) run with and bind the Property and Easement Area, and (ii) bind Grantor (as the owner of the Property and Easement Area) and its grantees, successors and assigns and Grantee and Grantee's Benefitted Parties. Each instrument which conveys, grants, transfers, creates, or assigns any interest in a part of the Property and Easement Area shall be deemed to impose as a limitation or restriction upon the Property and Easement Area, the burden of the Easement and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction). Notwithstanding the foregoing, Grantor hereby reserves the right to (i) to use the land within the Easement Area for purposes not inconsistent with Grantee's use of such property and (ii) grant easements to other utility or service providers which may intersect or transect the Easement Area, provided that any such easement which intersects or transects the Easement Area shall be subject to the rights of Grantee herein, and shall not be incompatible with, or interfere with, the continuing use of the Easement Area.

Section 6. Insurance. Grantee shall maintain and shall cause its contractors to maintain (i) commercial general liability insurance with limits of not less than \$1,000,000 any one occurrence, \$2,000,000 products completed operations and in the aggregate which shall be maintained for three (3) years after completion of the work, (ii) workers' compensation insurance in statutory amounts and employer's liability insurance in the amount of \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease, (iii) automobile liability insurance, including coverage for owned, non-owned, leased and hired autos, in the minimum amount of \$1,000,000, (iv) excess or umbrella insurance subject to minimum limits of \$4,000,000 per occurrence and in the aggregate sitting excess of the commercial general liability, automobile liability and employer's liability; and (vi) contractor's pollution insurance, to be carried by the Grantee's contractors only and not Grantee, in the amount of \$1,000,000 per claim which shall be maintained through the completion of the Improvements. All such insurance shall be primary and non-contributory to any insurance available to Grantor and Additional Insureds and all insurance (except for worker's compensation) shall include Grantor and any entity reasonably requested by Grantor as additional insureds (collectively, "Additional Insureds"). Grantee waives and shall cause its contractors to waive all rights of subrogation against Grantor and Additional Insureds for any liability and workers' compensation claims incurred in relation to the rights granted under this Agreement. Grantee shall provide a certificate of insurance to Grantor to evidence such insurance upon the request of Grantor.

Section 7. Indemnity. Grantee shall indemnify and hold Grantor and its and their employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Grantor Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost, or expense (including, but not limited to, actual attorneys' fees) of any kind or character to any person or property (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, arising from or relating to (i) any use, construction, installation, operation, repair or maintenance of the Easement Area by Grantee or its

agents, (ii) any act or omission of Grantee or its agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or its agents and its or their property on the Easement Area or the Temporary Construction Easement Area, (iv) any violation or alleged violation by Grantee or its agents of any law or regulation now or hereafter enacted, (v) any loss or theft whatsoever of any property or anything placed or stored by Grantee or its agents on or about the Easement Area or Temporary Construction Easement Area, and (vi) any breach by Grantee of its obligations under this Easement; *provided, however*, that Grantee shall not indemnify the Grantor Indemnitees for any Claim arising from or relating to any Grantor Indemnitees' negligent or willful conduct. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Easement.

Section 8. Termination of Easement. This Easement shall remain in full force and effect so long as Grantee provides services to the Property and uses the Easement Area for the purposes stated in this Agreement. In the event Grantee no longer provides services to the Property or no longer uses the Easement Area for the purposes stated in this Agreement, this Easement shall, without the need for any action by any party, automatically terminate and Grantee shall at no cost and expense to Grantor promptly (i) remove Grantee's property from the Easement Area and (ii) provide documentation reasonably requested by Grantor, its successors and assigns or any title company, in order to evidence the termination of this Easement and/or remove this Easement from record within the applicable local government records.

Section 9. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, covenants, or agreements hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and equitable remedies. Notwithstanding the foregoing, if either party shall fail to cure such breach within ten (10) business days after written notice of such breach from the non-breaching party, or an additional reasonable time after such receipt if (a) such failure cannot be cured within such ten (10) business day period and (b) the defaulting party commences curing such failure within such ten (10) business day period and thereafter diligently pursues the curing of such failure, then the non-breaching party may (i) cure (but is under no obligation to cure) such default and (ii) recover from the breaching party all costs and expenses (including, but not limited to, actual attorney's fees) associated therewith, together with interest at the rate of three percent (3%) per annum over the prime rate published in the Wall Street Journal from time to time from the date the non-breaching party incurs such costs and expenses. In no event shall a breach result in a termination of this Agreement.

Section 10. Address and Notice. Grantee shall provide Grantor no less than ten (10) business days' written notice prior to entering onto the Property, unless immediate access is necessary to perform emergency repairs to the Improvements in which case Grantee may enter onto the Property with no prior notice to Grantor. All communications directed to the parties shall be sent to the following addresses:

If to Grantor:	AGNL Jerky L.L.C. c/o TPG Angelo Gordon 245 Park Avenue, 24 th Floor New York, NY 10167 Attn: Gordon J. Whiting
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With a copy to: AGNL Jerky L.L.C.
 c/o TPG Angelo Gordon
 245 Park Avenue, 24th Floor
 New York, NY 10167-0094
 Attn: Asset Management

With a copy to: Paul Hastings LLP
 2050 M Street NW
 Washington, DC 20036
 Attn: Michael K. Berman, Esq.

If to Grantee: Town of Bristol, Indiana
 303 E. Vistula Street
 Bristol, Indiana 46507
 Attn: Town Manager

With a copy to: Krieg DeVault LLP
 4101 Edison Lakes Parkway, Suite 100
 Mishawaka, Indiana 46545
 Attn: George C. Lepeniotis, Esq.

Either party may change its address for the purpose of this Section by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section). All notices required to be given under this Agreement shall be in writing, and shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth above.

Section 11. Warranty of Grantor. Grantor hereby represents and warrants to Grantee that Grantor has fee simple title to the Property and that Grantor has the full authority to grant the Easement and to execute this Agreement.

Section 12. Due Authorization. Each undersigned person signing on behalf of a party in a representative capacity warrants and represents that: (i) said party is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 13. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on all parties.

Section 14. Modification. This Agreement may not be modified or amended, except pursuant to a written agreement in recordable form executed by each of the parties hereto.

Section 15. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral), representations and understandings of the parties relating to the subject matter of this Agreement. No representations have been made to induce the other party to enter into this Agreement except as expressly set forth herein.

Section 16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its principles of conflict of laws. All claims, disputes and other matters in controversy arising out of or related to this Agreement, or the performance or breach thereof, shall be decided in the Circuit or Superior Courts of Elkhart County, Indiana, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the parties.

Section 18. Waiver. No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limitation the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

Section 19. Construction and Interpretation. The terms “hereof”, “herein” and “hereunder”, and words of similar import, are to be construed to refer to this Agreement as a whole, and not to any particular section, paragraph, or provision, unless expressly so stated. All words or terms used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require. This Agreement is to be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted or prepared. The terms “person” and “persons” used herein shall include natural persons and corporations, partnerships (general and limited), limited liability companies, firms, associations, trusts, estates, bodies politic, political subdivisions and other entities and organizations.

Section 20. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

[Remainder of Page Left Intentionally Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

AGNL JERKY, L.L.C.,
a Delaware limited liability company

By: AGNL Manager III, Inc.,
its Manager

By: _____
Name: Gordon J. Whiting
Title: President

STATE OF _____)
) SS:
COUNTY OF _____)

On May __, 2024 before me, _____, a Notary Public in and for said state, personally appeared Gordon J. Whiting, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public in and for said State

[Signatures Continue on the Following Page.]

GRANTEE:

TOWN OF BRISTOL, INDIANA

By: _____

Name: Jeff Beachy

Title: Council President, Town of Bristol, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy in his capacity as the Council President of the Town of Bristol, Indiana, who acknowledged the execution of the foregoing instrument, acting for and on behalf of said Town of Bristol, Indiana, and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

Notary Public

(SEAL)

Printed Signature

My Commission Expires:

My County of Residence:

[Signatures End.]

Prepared by:

George C. Lepeniotis, Esq.
Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, Indiana 46545

Return after recording to:

Diana Campbell
Jones Petrie Rafinski
325 S. Lafayette Blvd
South Bend, IN 46601

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ George C. Lepeniotis, Esq.

Exhibit A

The Property

Exhibit B

Easement Area

See attached.

Exhibit C

Temporary Construction Easement Area

See attached.