



MARCH 16, 2023 TOWN COUNCIL REGULAR MEETING

Thursday, March 16, 2023 at 7:00 PM

Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

This meeting can be accessed via Zoom. Virtual attendance for the public is encouraged however, the Bristol Municipal Complex is open for in-person participation.

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=ZkJK2ZMcTZGNHBCaW9adUgvdUtYZz09>

Dial in to 312-626-6799 / Meeting ID: 201 166 7863 / Passcode: 1czEDo

Call in any time after 6:30 / meeting will begin at 7:00PM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
 - a. 2022 year-end invoices
 - b. 2023 current invoices
6. APPROVAL OF MINUTES
 - a. 3.2.2023 TENTATIVE Council Meeting minutes
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
 - a. Please state your name and address
8. PLANNING AND DEVELOPMENT ITEMS

REPORTS

9. TOWN MANAGER
 - a. First reading ordinance 4/6/2023-4 traffic control measures at Blakesly and Commerce
 - b. Ordinance No. 4-6-2023-5 - Approving Amendment to Chapter 94 - Animals of the Town of Bristol Indiana Code of Ordinances
 - c. Resolution approving Plan Commission order approving the Amended Declaratory Resolution
 - d. Resolution approving RDC property purchase

- [e.](#) Utilimaster CF-1 approval PP tax abatement

10. TOWN MARSHAL

- [a.](#) Feb Board Report
- [b.](#) Feb Calls
- [c.](#) Code Enforcement Report - Feb.
- [d.](#) request approval of purchase of a 2023 Ford Interceptor police vehicle;additional appropriation
- [e.](#) 2023 Byrne JAG grant award
- [f.](#) additional appropriation request

11. CLERK-TREASURER

- [a.](#) Pyrotecnico's July 15 2023 Bristol Homecoming Festival Fireworks Display Agreement
- [b.](#) Permission to Publish -Notice to Taxpayers of Additional Appropriation
- [c.](#) Request to write off \$118.80 utility water bills

12. FIRE CHIEF

- [a.](#) BFD Operations Report Review

13. PARK BOARD

14. TOWN ATTORNEY

15. NEW BUSINESS

- [a.](#) RDC appointment Doug DeSmith

16. UNFINISHED BUSINESS

17. TOWN COUNCIL DISCUSSION ITEMS

- [a.](#) Andrew Medford
- [b.](#) Cathy Burke
- [c.](#) Gregg Tulholksi
- [d.](#) Jeff Beachy
- [e.](#) Doug DeSmith

NEXT MEETINGS:

April 6, 2023, Council meeting

- * RDC meeting at 6:50 pm.

April 18, 2023, Council work session

- * RR Crossing bid opening

April 20, 2023, Council meeting

* Award RR Crossing bid

18. MOTION TO ADJOURN

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - 2022 year end APV invoices

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Installed by the THE TOWN OF BRISTOL-2017

General Form No. 364 (1997) APVREGISTER_SUM.FRX

NOTES:(1) Use both sides of the form if needed. Signatures of the governing board should appear only on the final page of the register in which accounts payable vouchers are allowed. (2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Section 5, Item a.

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
08/01/2022	1601	Payroll	Retirement - Def. Comp.	21559.61	21559.61	EFT	PP 07/29 - Roth
10/07/2022	39	SEWER OPERATING	Misc Expenses	0.03	0.03	EFT	Breanna Hopkins NSF 9/21/2022
10/31/2022	338	First State Bank	Misc Expenses	193.33	193.33	EFT	transfer from sewer to merchant
02/22/2022	338	First State Bank	DEBT SERVICE-	300000.00	300000.00	Other	CD for \$300K-
10/31/2022	338	First State Bank	Miscellaneous Expenses	217.64	217.64	EFT	transfer from water to merchant
03/03/2022	190	GENERAL OPER	Misc Expenses	27.25	27.25	EFT	correction of 1.3.2022 posting of sewer lien
09/07/2022	901	INDIANA DEPT. OF REVENUE	Gross Income & Sales and	5922.68	5922.68	EFT	Sales & Use July / 2022
08/26/2022	285	Indiana State Central Collection	Garnishment	312.00	312.00	EFT	PP 08/26 - Child Support
08/26/2022	365	PAYCHEX	Payroll Services	175.36	175.36	EFT	PP 08/26 - 22 Transactions
08/26/2022	1601	Payroll	Retirement - Def. Comp.	136996.17	136996.17	EFT	PP 08/26 - Employee
10/07/2022	39	SEWER OPERATING	Misc Expenses	40.57	40.57	EFT	Ana Brand NSF 9/21/2022
09/07/2022	564	Transfer to the Merchant Acct	Health Insurance	836.27	836.27	EFT	Kaitlyn Baer - HRA reimbursement (three
11/02/2022	2306	WATER OPERATING	Miscellaneous Expenses	305.25	305.25	EFT	ck #52693 written from Sewer s/b water/tsf
01/07/2022	338	First State Bank	Vehicle	2108.32	2108.32	7187	Payment # 14 - Internation Truck
01/14/2022	1601	Payroll	T.S. - FICA / Medicare 7.65%	1730.91	1730.91	7244	pp 1/14/2022
01/21/2022	267	BAM Tree Service LLC	South TIF #130 S SR 15 -	4000.00	4000.00	7262	Grind out large stump near lift station #1 on
02/17/2022	618	Butler, Fairman & Seufert, Inc.	STORM - - OTHER	1164.00	1164.00	7333	2021 MS4 Permit & Compliance Project
02/17/2022	2316	Jones Petrie Rafinski Corp (JPR)	Contractual Services	525.00	525.00	7338	Town Engineer Services
02/18/2022	447	SUPER FLEET MASTERCARD	Gasoline	1986.70	1986.70	7346	Gas purchase 01/13 - 02/12/22
02/18/2022	95	Bailey's Auto Parts	Garage and Motor	14.11	14.11	7353	Shaker Siphon
03/04/2022	34	Stoutco Inc.	Street Signs	944.12	944.12	7393	Repair and install sign that was hit while
03/11/2022	1945	Ace Hardware (Six Span)	Building Maintenance	246.93	246.93	7409	Ladder for shop
04/15/2022	30	B4 Time, INC	Police Legal Services / Cont	30.00	30.00	7512	Time and Attendance - March
04/21/2022	443	Cardno, Inc.	MS-4 Storm Projects (Cardno	1854.87	1854.87	7534	Phase 19-permitting Professional
05/13/2022	228	Mike Yoder	EQUIPMENT	534.99	534.99	7609	Amazon Fire 65" TV - Reimbursed Yoder
05/19/2022	397	Dollar General - Regions 410526	Building Maintenance	8.75	8.75	7620	thermostat batteries
05/27/2022	3	Michael Todd Industrial Supply	Street Signs	2085.38	2085.38	7658	update inventory for
06/03/2022	558	TELEDATA	EQUIPMENT	284.00	284.00	7678	New Desktop Phone for Park/Utility Clerk -
06/10/2022	175	KeyBank NA	EQUIPMENT	99.99	99.99	7704	Acer LED 22" computer monitor - Front ofc
07/08/2022	357	United Consulting	MISC CHARGES	7500.00	7500.00	7831	Riverwalk project - Preliminary report
07/27/2022	562	Rochester Ford, INC	TIP	37170.00	37170.00	7892	2022 Ford Explorer
09/02/2022	1401	NIPSCO	NATURAL GAS &	865.63	865.63	8009	Park and Hermance Pavilion - Meter Read
09/02/2022	200	Borden Waste-Away Service, Inc.	Trash Collection Services	7399.35	7399.35	8010	Waster Removal for 609 home @ \$12.15 -
09/02/2022	205	Bristol Automotive Parts Inc	Equipment	338.37	338.37	8011	Roll cart for Shop
09/02/2022	345	Krieg DeVault LLP	South TIF #130 S SR 15 -	7755.50	7755.50	8012	Consolidating TIF South and North -
09/02/2022	302	Garner, Melissa	CLEANING SERVICES	120.00	120.00	8013	Town Hall offices and Council chamber -
09/02/2022	130	Comcast	Communication - Telephone	144.39	144.39	8014	Internet and phone 08/23 - 09/22 - Street
09/02/2022	231	AgriFlite Services, Inc.	Mosquito Spraying Service	4056.92	4056.92	8015	2nd application for 2022 - Applied on
09/02/2022	130	Comcast	Communication and Internet	121.24	121.24	8016	Town Hall internet 08/27 - 09/26
09/02/2022	99	VSP Insurance Co. (CT)	Health, Dental,Vision,Life,&	197.93	197.93	8017	Vision Insurance - Sept
09/02/2022	83	Bristol Public Library	MISC CHG PARK	500.00	500.00	8018	1/2 of the entertainment expenses for the

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

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AGENCY

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09/02/2022	478	Art by ADEC	PROMOTIONAL EXP	45.00	45.00	8019	Town Logo art piece made by ADEC
09/02/2022	328	Unifirst Corp LOC 099	Uniforms	28.34	28.34	8020	Drycleaning week of 08/22
09/02/2022	1602	Pitney Bowes Global Financial	Contractual Services	173.28	173.28	8021	Jun 30 - Sept 29, 2022 lease payment for
09/02/2022	328	Unifirst Corp LOC 099	Office and Building Maint.	19.52	19.52	8022	Mat rental week of 08/22
09/02/2022	38	Bill Evans Insurance	Liability Insurance	4131.75	4131.75	8023	Prem Due for Workers Comp Audit Nov
09/02/2022	38	Bill Evans Insurance	Liability Insurance	344.00	344.00	8024	Prem Due for 2022 Ford Explorer - just
09/02/2022	490	Troy Futrell	PARK UNAPPRO	53.50	53.50	8025	Rental was charged for a non resident
09/02/2022	1945	Ace Hardware (Six Span)	GROUND SUPPLIES	599.65	599.65	8026	Park Supplies
09/02/2022	553	MINER ELECTRONICS	Radio Service - PD	174.73	174.73	8027	antenna adapter, connector, mntg bracket
09/06/2022	1601	Payroll	Clerk-Treasurer	1688.14	1688.14	8028	pp 8/12/2022 t.s. def comp
09/06/2022	1601	Payroll	Marshal - Albin	23689.46	23689.46	8029	pp 8/12/2022
09/06/2022	1601	Payroll	Clerk-Treasurer	15441.63	15441.63	8030	pp 8/12/2022
09/09/2022	312	Rieth Riley Construction Co Inc	COMMUN - - GRANTS AND	152077.68	152077.68	8031	2021-2 Community Crossing Project / 1/2
09/09/2022	296	US Bank Equipment Finance	Contractual Services	154.61	154.61	8032	Contract Pymt for the Savin Printer
09/09/2022	30	B4 Time, INC	Contractual Services	54.00	54.00	8033	Time and Attendance - Aug
09/09/2022	220	Healthiest You (TELA DR)	Health, Dental,Vision,Life,&	108.00	108.00	8034	Teleadoc - Sept
09/09/2022	599	Luke Yoder	CLEANING SERVICES	400.00	400.00	8035	Window cleaning - 80 outside windows at
09/09/2022	95	Bailey's Auto Parts	Equipment Repairs	63.35	63.35	8036	Bobcat - repairs made to the grapple
09/09/2022	204	Harding's Bristol	MISC EXPENSES	24.46	24.46	8037	Water and paper towels
09/09/2022	201	Bristol Municipal Utilities	Water & Sewer PD	382.89	382.89	8038	60% water consp 2545 gal - Municipal
09/09/2022	534	8X8, INC.	Communication and Internet	181.03	181.03	8039	Telephone usage for services - Aug
09/09/2022	328	Unifirst Corp LOC 099	Uniforms	46.82	46.82	8040	Mat and Drycleaning week of Aug 29
09/09/2022	487	Cathy Antonelli	Travel	50.17	50.17	8041	Mileage Claim 05/02 - 07/18 - 84 miles 25.6
09/09/2022	66	Kirt's Cleaners	Uniform Maintenance	8.70	8.70	8042	drycleaning (2) uniform pants/police
09/09/2022	288	Spencer's Fencers	Ground Improvements	2641.28	2641.28	8043	remaining 1/2 of the work done - Fence
09/09/2022	1601	Payroll	Clerk-Treasurer	1688.14	1688.14	8044	pp 9/9/2022 T.S. Def Comp
09/09/2022	102	CASEY'S EROSION	REPAIR SUPPLIES	82.97	82.97	8045	new heads for weedeater
09/12/2022	394	STUTZMAN POWER EQUIP	EQUIPMENT	694.82	694.82	8046	replace old echo blower
09/12/2022	104	Premiere Signs	Street Signs	796.39	796.39	8047	(2) 18x24 HIP reflective speed limit 30
09/12/2022	558	TELEDATA	Building Maintenance	95.00	95.00	8048	FOB issues on interior doors
09/15/2022	155	Rodgers Auto LLC	REPAIRS & MAINTENANCE	2537.99	2537.99	8049	brake work done on Car 9 - 2012 Chevrolet
09/15/2022	573	Goldstone Automotive Inc	REPAIRS & MAINTENANCE	617.80	617.80	8050	oil change and brake replacement on car 8
09/15/2022	232	LYNN CARD CO	Office Supplies	71.45	71.45	8052	Thin Blue Line Christmas Cards (50) @
09/15/2022	167	Living's Graphics Inc	Office Supplies	77.48	77.48	8053	100 Warning Labels - black/fluorescent
09/15/2022	237	R & B SALES INC	REPAIRS & MAINTENANCE	185.00	185.00	8054	2 EOS 6 mounted vertically
09/15/2022	267	BAM Tree Service LLC	GROUND SUPPLIES	5000.00	5000.00	8055	remove 4 trees & overgrowth;clean up &
09/15/2022	104	Premiere Signs	GROUND SUPPLIES	6872.55	6872.55	8056	(3) 68x78 park id signs w 2" alum tube
09/15/2022	1372	Menards - Elkhart	OTHER SUPPLIES	5.97	5.97	8057	zep pine cleaner for Hermance pavilion
09/15/2022	2004	The Stationair's Express	Office Supplies	136.64	136.64	8058	hanging folders, dividers, paper clips, copy
09/15/2022	301	Metron-Farnier LLC	ARP - Water Meter	13757.31	13757.31	8059	(2) top load enduro 6" meter @
09/16/2022	175	KeyBank NA	Office and Building Maint.	23.84	23.84	8073	kleenex / 6 pack

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09/23/2022	175	KeyBank NA	Office Supplies	8.99	8.99	8098	Rubber bands
09/23/2022	175	KeyBank NA	Building Maintenance	68.84	68.84	8101	(8) 14 watt T8 LED 4ft lumnes
11/03/2022	1372	Menards - Elkhart	Misc Charges	49.99	49.99	8245	scoop dh alum yw
12/30/2022	661	Linda D Gardner	SOUTH TIF - OTHER	1500.00	1500.00	8571	Linda Gardner Utility Easement
01/07/2022	130	Comcast	Communication	219.84	219.84	14650	Phone and Internet @ WWTP Dec 20 - Jan
01/07/2022	203	Mapletronics Computers	Contractual Services	26.00	26.00	14654	Microsoft 365 Ageement and email
01/20/2022	2106	HD Supply Inc	Maintenance Supplies	134.70	134.70	14668	Hach Phosphate Reagent UHR 25PK - 2
01/21/2022	2208	Verizon Wireless	Communication	40.48	40.48	14670	Cell phone charges Dec 02 - Jan 01, 2022
01/21/2022	1401	NIPSCO	Gas & Electric	432.86	432.86	14671	1/2 - WWTP meter read 01/13
01/21/2022	1401	NIPSCO	Gas & Electric	1996.15	1996.15	14672	Bristol Water Tower and S Division St Bld
01/21/2022	1401	NIPSCO	Gas & Electric	319.73	319.73	14673	1655 Commerce Dr meter read 01/13
01/21/2022	619	Tyler Rasler	Refunds - credit on	9.60	9.60	14675	Refund ACH pymt 12/17/2021 - Client sold
01/28/2022	130	Comcast	Communication	118.00	118.00	14679	Internet and Phone WWTP - Jan 20 - Feb
01/28/2022	203	Mapletronics Computers	Contractual Services	26.00	26.00	14680	Microsoft 365 and backup for Feb
02/03/2022	273	Indiana Department of	Contractual Services	6154.55	6154.55	14686	22-IN0036846-0 Base Fee-Municipal Minor
02/03/2022	208	Environmental Mgmt & Dev	Chemicals	242.80	242.80	14687	Carus 1205 - 5 gal pail (2) @ 101.45/ea
02/03/2022	282	Eurofins Eaton Analytical Inc	Maintenance Supplies	100.00	100.00	14688	dissolved Carbofuran/Oxamyl (1)
01/31/2022	1603	USPO - Postmaster	Miscellaneous Expenses	236.51	236.51	14689	Water/Sewer bills due Feb 15 / 706 pieces
02/04/2022	201	Bristol Municipal Utilities	Communication	163.55	163.55	14690	WWTP 12/16 - 01/16/2022 14773 gals
02/04/2022	487	Cathy Antonelli	Miscellaneous Expenses	28.00	28.00	14691	Post office extra keys for PO Box 122 &
02/11/2022	614	Ceres Solutions Cooperative	Gas expenses	301.20	301.20	14696	Gas and Diesel for Jan - 21% gasoline &
02/11/2022	30	B4 Time, INC	Contractual Services	6.00	6.00	14697	Time and Attendance for Jan
02/11/2022	175	KeyBank NA	Office Supplies	237.74	237.74	14698	1/2 bath paper supplies and trash bags
02/17/2022	2316	Jones Petrie Rafinski Corp (JPR)	Contractual Services	14034.04	14034.04	14699	CR 8 Utility Ext Review-Bravo Trailers
02/17/2022	326	American Water Works	Contractual Services	92.00	92.00	14701	membership #00424551 renewal-John
02/17/2022	575	Link Computer Corporation	Contractual Services	2000.00	2000.00	14702	Muni-Link Data Conversion Implementation
02/17/2022	1400	Niblock Excavating and Asphalt	Miscellaneous Expenses	660.00	660.00	14703	excavation for water svc at 903 N Division
02/17/2022	266	NORTHERN SAFETY CO., INC.	Maintenance Supplies	121.59	121.59	14704	Hi-vis gloves (60pair)
02/17/2022	2106	HD Supply Inc	Maintenance Supplies	69.95	69.95	14705	Stenner Variable Cam /pack of 5
02/18/2022	1401	NIPSCO	Gas & Electric	463.78	463.78	14706	1/2 of the service at WWTP
02/18/2022	1401	NIPSCO	Gas & Electric	307.43	307.43	14707	1655 Commerce meter read 02/10
02/18/2022	1401	NIPSCO	Gas & Electric	2468.74	2468.74	14708	Water Tower and 856 S Division meter
02/18/2022	2208	Verizon Wireless	Communication	88.96	88.96	14711	Cell phone usage Jan 02 - Feb 01
02/28/2022	1603	USPO - Postmaster	Miscellaneous Expenses	215.41	215.41	14720	Water/Sewer payments due March 15 643
03/03/2022	203	Mapletronics Computers	Maintenance Supplies	150.00	150.00	14721	Yoder's computer tsf'd to new Utility
03/03/2022	2106	HD Supply Inc	Maintenance Supplies	57.90	57.90	14723	cuff 12 mil gloves, large -box of 50
03/03/2022	23	Rachel Templeton	Refund Meter Deposits move	100.00	100.00	14725	414 Illinois Street - home sold/return of
03/03/2022	26	Aaron Zentz	Refund Meter Deposits move	100.00	100.00	14726	907 Eagle sold 1-31-2022/return of meter
03/03/2022	207	TOWN & COUNTRY BUILDERS	Refund Meter Deposits move	100.00	100.00	14727	deposit refund 9690 Bayridge Court, Bristol
03/04/2022	201	Bristol Municipal Utilities	Miscellaneous Expenses	112.12	112.12	14730	1/2 water consp for WWTP 23910 gals
03/11/2022	204	Harding's Bristol	Miscellaneous Expenses	3.98	3.98	14740	bag of ice

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03/17/2022	46	Mahlon Bontrager	Refund Meter Deposits -	40.00	40.00	14744	Sold property 803 S Division to Bristol Real
03/31/2022	1603	USPO - Postmaster	Miscellaneous Expenses	237.00	237.00	14763	Water / Sewer Bills Due 03.15/705 pcs @
04/06/2022	394	STUTZMAN POWER EQUIP	Maintenance Supplies	27.85	27.85	14768	Parts for mower
04/06/2022	1604	Peerless-Midwest, Inc	Professional Services	420.00	420.00	14770	water plant #1 (south well field) control
04/15/2022	201	Bristol Municipal Utilities	Miscellaneous Expenses	116.70	116.70	14774	1/2 water/sewer 20398 gals 02/17 - 03/17
04/29/2022	1603	USPO - Postmaster	Miscellaneous Expenses	225.12	225.12	14810	May 16 / 672 pieces @ .335 04/29
09/02/2022	99	VSP Insurance Co. (CT)	Health Insurance	45.10	45.10	14981	Vision Insurance - Sept
09/02/2022	434	Jeffery Nelson	Refund Meter Deposits move	100.00	100.00	14982	Refund Meter Deposit refund - sold home
09/02/2022	328	Unifirst Corp LOC 099	Health Insurance	11.95	11.95	14983	Drycleaning week of 08/22 - Supper and
09/02/2022	482	Adam Scott	Refund Meter Deposits move	46.25	46.25	14984	Refund Meter Deposit after outstanding
09/06/2022	1601	Payroll	Part Time Employee	264.43	264.43	14986	pp 8/12/2022 TS Def Comp Carol Supper
09/06/2022	1601	Payroll	Part Time Employee	4469.32	4469.32	14987	pp 8/12/2022 Carol Supper
09/09/2022	30	B4 Time, INC	Contractual Services	9.00	9.00	14990	Time and Attendance - Aug
09/09/2022	220	Healthiest You (TELA DR)	Health Insurance	18.00	18.00	14991	Teleadoc - Sept
09/09/2022	521	Indiana Section - AWWA	Training and Continuing	175.00	175.00	14992	Water Institute 2021 - Dec 6-8 at French
09/09/2022	204	Harding's Bristol	Office Supplies	60.92	60.92	14993	7lb bag of ice
09/09/2022	201	Bristol Municipal Utilities	Miscellaneous Expenses	149.92	149.92	14994	1/2 Water consp 123223 gals - WWTP
09/09/2022	328	Unifirst Corp LOC 099	Health Insurance	18.95	18.95	14995	Mat and Drycleaning week of 08/31 -
09/09/2022	1601	Payroll	Part Time Employee	264.43	264.43	14996	pp 9/9/2022 T. S. Def Comp Carol Supper
09/12/2022	303	Ferguson Waterworks #1934	Hydrant Repairs and Maint.	850.00	850.00	14997	18 hydrant ext 5 1/4 K81A/K81
09/12/2022	2106	HD Supply Inc	Materials & Supplies Lab	653.07	653.07	15000	2-20ppm 25/pk TNT 845
09/15/2022	63	YARD-N-GARD	Miscellaneous Expenses	30.15	30.15	15001	cable traction
09/15/2022	28	E.J.PRESCOTT INC	Maintenance Supplies	3386.25	3386.25	15002	(16) 9 1/2" plastic lids @ \$32.23/ea
01/07/2022	109	Frontier	Communicaitons (telephone)	62.38	62.38	52250	Lift Station phone line
01/20/2022	87	ELEMENT MATERIALS TECH	Contractual Services	229.00	229.00	52267	Dexter Axle Quarterly
01/21/2022	2208	Verizon Wireless	Communicaitons (telephone)	85.96	85.96	52279	Cell phone charges Dec 02 - Jan 01, 2022
01/28/2022	130	Comcast	Communicaitons (telephone)	118.00	118.00	52287	Internet and Phone WWTP - Jan 20 - Feb
02/11/2022	109	Frontier	Communicaitons (telephone)	62.51	62.51	52301	Phone service for lift station 01/22 -
02/18/2022	2208	Verizon Wireless	Communicaitons (telephone)	85.96	85.96	52319	Cell phone usage Jan 02 - Feb 01
03/04/2022	130	Comcast	Communicaitons (telephone)	112.50	112.50	52338	1/2 phone and internet at WWTP 02.20 -
03/11/2022	109	Frontier	Communicaitons (telephone)	62.51	62.51	52347	Telephone service for lift station 02/22 -
03/18/2022	2208	Verizon Wireless	Communicaitons (telephone)	85.96	85.96	52364	Cell Phone - Feb 02 - Mar 01
04/01/2022	109	Frontier	Communicaitons (telephone)	62.51	62.51	52377	Lift station service from 03/22 - 04/21
04/01/2022	130	Comcast	Communicaitons (telephone)	113.00	113.00	52378	1/2 WWTP phone and internet service from
06/16/2022	427	Commonwealth Engineers Inc	Professional Services	2028.51	2028.51	52495	Commerce Dr. Lift Station improvements
09/01/2022	1603	USPO - Postmaster	Misc Expenses	259.66	259.66	52599	Water/Sewer bills for Sept 15 due date -
09/02/2022	99	VSP Insurance Co. (CT)	Health Insurance	31.18	31.18	52600	Vision Insurance - Sept
09/02/2022	328	Unifirst Corp LOC 099	Health Insurance	9.58	9.58	52601	Drycleaning week of 08/22 - McCandless
09/02/2022	38	Bill Evans Insurance	Liability Insurance	1965.25	1965.25	52602	Premium Due for Workers Comp Audit -
09/02/2022	1945	Ace Hardware (Six Span)	Materials and Supplies for the	122.78	122.78	52603	LED A 19 60W bulb and single cut key
09/06/2022	1601	Payroll	Utility Employee 3 - K. Baer	269.24	269.24	52604	pp 8/12/2022 T.S. Def Comp

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

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Section 5, Item a.

Page 5 of 5 Pages

Installed by the THE TOWN OF BRISTOL-2017

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
09/06/2022	1601	Payroll	Utility Employee 2 - T.	7258.07	7258.07	52605	pp 8/12/2022
09/09/2022	109	Frontier	Communicaitons (telephone)	78.24	78.24	52606	Phone service at a lift station 08/22 - 09/20
09/09/2022	30	B4 Time, INC	Contractual Services	9.00	9.00	52607	Time and Attendance - Aug
09/09/2022	220	Healthiest You (TELA DR)	Health Insurance	27.00	27.00	52608	Teleadoc - Sept
09/09/2022	117	Baker Tilly Municipal Advisors	Contractual Services	1025.00	1025.00	52609	Professional Services - For a cost of
09/09/2022	204	Harding's Bristol	Office Supplies	35.26	35.26	52610	Veg oil and foil cake pans
09/09/2022	201	Bristol Municipal Utilities	Misc Expenses	149.92	149.92	52611	1/2 Water consp 123223 gals - WWTP
09/09/2022	328	Unifirst Corp LOC 099	Health Insurance	19.10	19.10	52612	Mat and Drycleaning week of 08/31 -
09/09/2022	1601	Payroll	Utility Employee 3 - K. Baer	269.24	269.24	52613	pp 9/9/2022 T. S. Def Comp
09/12/2022	395	Kelko Enterprise LLC	Professional Services	665.00	665.00	52614	lift station labor August 11 (2) @ \$200/ea
09/12/2022	2302	Woody's Electric	Professional Services	259.54	259.54	52615	sewage plant install new motor & remove
09/12/2022	456	NALCO WATER	Materials and Supplies for the	225.60	225.60	52616	service exchanger
09/12/2022	2106	HD Supply Inc	Materials and Supplies for the	593.12	593.12	52618	USABB enclosed thermometer
09/15/2022	87	ELEMENT MATERIALS TECH	Contractual Services	101.00	101.00	52619	(2) aqprep total metals:ICPMS @ \$13/ea
09/15/2022	1400	Niblock Excavating and Asphalt	Capital Expenses	3822.50	3822.50	52620	7.5 hours foreman Labor (treatment plant
		Checks: 0 - 52620		851089.82	851089.82		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto,
are true and correct and I have audited same in accordance with IC 5-11-10-1.6

Section 5, Item a.

March 16, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

THE TOWN OF BRISTOL

Town Council mtg 3.16.2023 Year-end 2022

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts
Payable Vouchers consisting of _____ 5 _____ pages and except for accounts payables not allowed
as shown on the Register such accounts payables are hereby allowed in the total amount
of \$ 851089.82 .

Dated this 16th day of March .

Jeff Beachy

Cathy Burke

Gregg Tuholski

Andrew Medford

Doug DeSmith

Signatures of Governing Board

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - Town Council Board Mtg. 3.16.2023

Page 1 of 3 Pages

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Section 5, Item b.

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03/03/2023	205	Bristol Automotive Parts Inc	Misc Charges	2.84	2.84	8689	Pins for T-3 AND Unit 16
03/03/2023	1945	Ace Hardware (Six Span)	Misc Charges	43.46	43.46	8690	Ball Valve- for unit 16 Hot Patcher
03/03/2023	220	Healthiest You (TELA DR)	Health, Dental,Vision,Life,&	117.00	117.00	8691	Teleadoc -
03/03/2023	675	Laxton Electric	Building Maintenance	425.00	425.00	8692	Disconnect motion sensor and install light
03/03/2023	469	Legacy Heat and Air, Inc. -	Building Maintenance	190.00	190.00	8693	HVAC - issue with damper staying open.
03/03/2023	130	Comcast	Communication - Telephone	168.85	168.85	8694	Internet and phone service 02/23 - 03/22
03/03/2023	302	Garner, Melissa	CLEANING SERVICES	150.00	150.00	8695	Office and upstairs on 02/25
03/03/2023	200	Borden Waste-Away Service, Inc.	Trash Collection Services	7399.35	7399.35	8696	Trash service for March 609 @ \$12.15
03/03/2023	625	MetLife Small Business Center	Health, Dental,Vision,Life,&	1157.49	1157.49	8697	Life, STD, LTD, and Ad&D - TM, CT,
03/03/2023	336	AIM	Training	25.00	25.00	8698	2023 IMPACT Spring meeting - Antonelli
03/03/2023	99	VSP Insurance Co. (CT)	Health, Dental,Vision,Life,&	250.58	250.58	8699	Vision Insurance - March
03/03/2023	706	Gall's LLC	Uniforms	52.80	52.80	8700	slash & flash hrd knkl gl
03/03/2023	450	Star Uniform	Uniforms	233.00	233.00	8701	Dylan Mosher (2) taclite pdu shirts s/s @
03/03/2023	66	Kirt's Cleaners	Uniform Maintenance	14.90	14.90	8702	drycleaning - (1) pair uniform pants
03/08/2023	706	Gall's LLC	Uniforms	10.95	10.95	8703	shipping costs for slash & flash hrd knkl gl
03/08/2023	1900	Sam's Tire Service Inc.	Tires - Repair / Purchase	30.00	30.00	8704	flat repair labor Ford F-150
03/10/2023	618	Butler, Fairman & Seufert, Inc.	STORM - - OTHER	330.00	330.00	8705	Ms4Permit compliance and program
03/10/2023	130	Comcast	Communication and Internet	111.24	111.24	8706	Internet services 02/27 - 03/26/2023
03/10/2023	155	Rodgers Auto LLC	Vehicle Service &	48.23	48.23	8707	2022 Ford Vin #29316 oil change
03/10/2023	130	Comcast	Telephone	218.46	218.46	8708	Internet services 02/28 - 03/27
03/10/2023	534	8X8, INC.	Telephone	236.97	236.97	8710	Phones usage Feb service fees for March
03/10/2023	554	M & M Fire Protection & Security	Office and Building Maint.	149.97	149.97	8711	1/2 1st Qtr Commercial Monitoring Fee
03/10/2023	520	ELK CO. TREASURER	IT PROFESSIONAL - Police	409.50	409.50	8712	911 DUO License - 13 multi factor
03/10/2023	237	R & B SALES INC	Vehicle Service &	533.00	533.00	8713	Used spot light, license plate bracket, blue
03/10/2023	328	Unifirst Corp LOC 099	Office and Building Maint.	20.09	20.09	8714	Mat rental
03/10/2023	657	Owen Scourfield	Computer Maintenance	90.00	90.00	8715	Assit Mike with re-configuring access
03/10/2023	30	B4 Time, INC	Contractual Services	60.00	60.00	8716	Time and Attendance -
03/10/2023	201	Bristol Municipal Utilities	Water and Sewer	241.77	241.77	8717	Street Dep consp 690 01/18 - 02/21/23
03/10/2023	204	Harding's Bristol	Misc Charges	77.30	77.30	8718	2 cases of water
03/10/2023	328	Unifirst Corp LOC 099	Uniforms	119.71	119.71	8719	Drycleaning week of 02/20
03/10/2023	646	KirbyBuilt Products Inc	EQUIPMENT	11355.56	11355.56	8720	13 waste receptacles for the parks
03/10/2023	669	Brite	IT PROFESSIONAL - Police	3700.00	3700.00	8721	updated computer
03/10/2023	670	ACME Sports Inc	EQUIPMENT - Police	3422.00	3422.00	8722	shotgun and sling
03/10/2023	155	Rodgers Auto LLC	Automobile Repairs	2331.78	2331.78	8723	2017 Ford Police Interceptor
03/10/2023	340	DAN'S BODY SHOP	Collision Insurance Deduct	2379.18	2379.18	8724	repairs to 2015 Chevy Impala
03/10/2023	558	TELEDATA	IT PROFESSIONAL - Police	1075.25	1075.25	8725	building cameras to be installed
03/10/2023	408	Dell Market LP % DELL USA	IT PROFESSIONAL - Police	1140.56	1140.56	8726	Dell Ultr Sharp 49 Curved Monitor
03/16/2023	100	A.E. Boyce Company, Inc.	Office Supplies	335.89	335.89	8727	3-part carbonless FM 352 receipts
03/16/2023	274	LIND ELECTRONICS DESIGN	Computer Maintenance	312.00	312.00	8728	USBC100-5461 (2) @ \$150/ea
03/16/2023	104	Premiere Signs	Street Signs	88.70	88.70	8729	36"x12"x3mm bebond panels w reflective
03/16/2023	577	New Focus HR LLC	Subscriptions and Dues	150.00	150.00	8730	Annual Empl Hndbk update subscription

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

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Page 2 of 3 Pages

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03/16/2023	2316	Jones Petrie Rafinski Corp (JPR)	South TIF #130 S SR 15 -	14976.25	14976.25	8731	Bristol Business Route Phase II
03/16/2023	42	INTEGRA	Contractual Services	78.00	78.00	8732	document destruction one cart
03/16/2023	1602	Pitney Bowes Global Financial	Contractual Services	173.28	173.28	8733	quarterly postage meter lease
03/16/2023	296	US Bank Equipment Finance	Contractual Services	154.61	154.61	8734	Savin copier contract payment
03/16/2023	631	Nationwide - Town's Retirement	Retirement - Def. Comp.	4036.24	4036.24	8735	pp 2.24.2023 Roth
03/16/2023	375	Indiana Media Group	Advertising	134.27	134.27	8736	2022 annual financial report published
03/16/2023	2004	The Stationair's Express	Office Supplies	5.92	5.92	8737	rubber bands \$3.92 & handling fee \$2
03/03/2023	564	Transfer to the Merchant Acct	Health, Dental,Vision,Life,&	1000.00	1000.00	14892eft	Adam Dernay - HRA claim reimbursement
01/24/2023	338	First State Bank	Bank Misc Charges and bank	35.00	35.00	14901EFT	Stop Payment Charge - called 03.08.23 To
01/24/2023	338	First State Bank	Bank Misc Charges and bank	35.00	35.00	14902EFT	Stop Payment Charge - Called 3.08.23 to
01/26/2023	901	INDIANA DEPT. OF REVENUE	PARK TAX FROM RENTAL	1215.03	1215.03	14939EFT	Sales and use for water posted in the
03/10/2023	190	GENERAL OPER	Gross Income & Sales and	1215.03	1215.03	14940eft	Oct 2022 payment made in error from
02/16/2023	901	INDIANA DEPT. OF REVENUE	Gross Income & Sales and	485.00	485.00	14945EFT	Gross Income for 2022 - Est payments
03/01/2023	1603	USPO - Postmaster	Miscellaneous Expenses	202.22	202.22	15237	570 utility bills mailed out 3.1.2023
03/03/2023	205	Bristol Automotive Parts Inc	Garage and Motor	18.82	18.82	15238	Lighter Receptac
03/03/2023	1945	Ace Hardware (Six Span)	Miscellaneous Expenses	18.98	18.98	15239	Conn wire aqua and bit drill percusn 1/4 x
03/03/2023	220	Healthiest You (TELA DR)	Health Insurance	18.00	18.00	15240	Teleadoc -
03/03/2023	625	MetLife Small Business Center	Health Insurance	206.32	206.32	15241	Life, STD, LTD, and Ad&D - Supper,
03/03/2023	99	VSP Insurance Co. (CT)	Health Insurance	45.10	45.10	15242	Vision Insurance - March
03/10/2023	30	B4 Time, INC	Contractual Services	12.00	12.00	15243	Time and Attendance -
03/10/2023	204	Harding's Bristol	Miscellaneous Expenses	7.98	7.98	15244	2 cases of water
03/10/2023	328	Unifirst Corp LOC 099	Uniforms	38.52	38.52	15245	Drycleaning and mat rental week of 02/27
03/16/2023	672	Indiana Dept of Environmental	Contractual Services	7310.00	7310.00	15246	annual fee billing
03/16/2023	2106	HD Supply Inc	Miscellaneous Expenses	26.45	26.45	15247	safegrip powder free gloves small one box
03/16/2023	28	E.J.PRESCOTT INC	Maintenance Supplies	149.74	149.74	15248	6x7 F1 rep clamp
03/16/2023	1400	Niblock Excavating and Asphalt	Contractual Services	1529.49	1529.49	15249	(3) hours foreman labor @ \$75/ea
03/16/2023	23	Kibbe Chem	Refunds - credit on	1024.62	1024.62	15250	Kibbe Chem - returning water overpayment
03/16/2023	26	Marcy Mitchell	Refunds - credit on	200.00	200.00	15251	508 N Division - returning 1/2 of tap fees-no
03/16/2023	43	Pheasant Ridge Realty	Refunds - credit on	200.00	200.00	15252	508 N Division - returning 1/2 of tap fees-no
03/03/2023	1945	Ace Hardware (Six Span)	Materials and Supplies for the	11.97	11.97	52873	3- Clamp hose 1" - 4"
03/03/2023	95	Bailey's Auto Parts	Utility Employee 4 - J. Molnar	192.67	192.67	52874	4 - Super HC V Belt
03/03/2023	220	Healthiest You (TELA DR)	Health Insurance	27.00	27.00	52875	Teleadoc -
03/03/2023	109	Frontier	Communicaitons (telephone)	62.83	62.83	52876	Lift station phone line 02/22 - 03/21
03/03/2023	625	MetLife Small Business Center	Health Insurance	143.19	143.19	52877	Life, STD, LTD, and Ad&D - McCandless
03/03/2023	99	VSP Insurance Co. (CT)	Health Insurance	31.18	31.18	52878	Vision Insurance - March
03/10/2023	142	The UPS Store	Contractual Services	329.64	329.64	52879	1 Bacti and Fluoride mailed on 02/14
03/10/2023	30	B4 Time, INC	Contractual Services	6.00	6.00	52880	Time and Attendance -
03/10/2023	201	Bristol Municipal Utilities	Water and Sewer	467.16	467.16	52881	WWTP water consp 260366 01/16 - 02/16
03/10/2023	18	Michiana Outdoor LLC	Uniforms	277.13	277.13	52882	Tim - Boots and Rugged Flex carpenter
03/10/2023	204	Harding's Bristol	Material and Supplies -	49.47	49.47	52883	1 gal of veg oil
03/10/2023	328	Unifirst Corp LOC 099	Uniforms	42.22	42.22	52884	Drycleaning and mat rental week of 02/27

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

THE TOWN OF BRISTOL

GOVERNMENTAL UNIT

AGENCY

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03/16/2023	629	Invoice Cloud	Contractual Services	233.50	233.50	52885	181 EFT utility pymts, 44 online banking
03/16/2023	87	ELEMENT MATERIALS TECH	Element / 3rd party testing	364.00	364.00	52886	sample testing @ Dexter Axle Lot #133194
03/16/2023	1372	Menards - Elkhart	Material and Supplies -	167.76	167.76	52887	(24) eac 1/4"x100' twisted sisal
03/16/2023	33	ULINE	Misc Expenses	52.49	52.49	52888	(48) count 4 oz plastic vials @ .79/ea
03/16/2023	647	Cleanwell Septic Inc	Contractual Services	350.00	350.00	52889	clean lift station #9
03/16/2023	2106	HD Supply Inc	Materials and Supplies for the	107.80	107.80	52890	aeon PD grease NLGI #2 14 oz cartridge
03/16/2023	4	Middlebury Septic	Contractual Services	200.00	200.00	52891	lift station #9 sucked out rags & grease
03/16/2023	395	Kelko Enterprise LLC	Contractual Services	861.00	861.00	52892	lift station #9 labor (4) hours @ \$125
03/16/2023	1372	Menards - Elkhart	Material and Supplies -	84.75	84.75	52893	(8) 1/4"x50' sisal rope
03/16/2023	23	Kibbe Chem	Refunds - credit on	259.33	259.33	52894	Kibbe Chem - returning sewer overpayment
		Checks: 8689 - 52894		78081.34	78081.34		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto,
are true and correct and I have audited same in accordance with IC 5-11-10-1.6

Section 5, Item b.

March 16, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

THE TOWN OF BRISTOL

Town Council Mtg 3.16.2023

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts
Payable Vouchers consisting of _____³ pages and except for accounts payables not allowed
as shown on the Register such accounts payables are hereby allowed in the total amount
of \$ _____ 78081.34 .

Dated this _____ 16th day of _____ March .

Jeff Beachy

Cathy Burke

Gregg Tuholski

Andrew Medford

Doug DeSmith

Signatures of Governing Board



TOWN COUNCIL REGULAR MEETING

Thursday, March 02, 2023 at 7:00 PM

Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

This meeting can be accessed via Zoom. Virtual attendance for the public is encouraged however, the Bristol Municipal Complex is open for in-person participation.

Join Zoom Meeting

<https://us02web.zoom.us/j/2011667863?pwd=ZkJKG2ZMcTZGNHBCaW9adUgvdUtYZz09>

Dial in to 312-626-6799 / Meeting ID: 201 166 7863 / Passcode: 1czEDo

Call in any time after 6:30 / meeting will begin at 7:00PM

RDC Meeting 7:00pm

Actions related to property purchase on East St. Joseph Street.

1. CALL MEETING TO ORDER at 7:17pm

2. PLEDGE OF ALLEGIANCE led by Cathy Antonelli

Introductions Doug and Alex Bowman

3. ROLL CALL

Doug DeSmith, Andrew Medford, Gregg Tuholski
Fire Chief Nik Kantz, Mike Yoder, Cathy Antonelli, Attorney Alex Bowman
Absent: Jeff Beachy, Marshal Albin

4. APPROVAL OF AGENDA

Permission to publish for an additional appropriation by Cathy Antonelli Motion to approve the agenda as amended
Cathy B/ Andrew Medford motion carried.

5. APPROVAL OF INVOICES

Motion to approve Gregg / Andrew VOTE: Doug-abstain Andrew Gregg and Cathy yes. Motion carried

6. APPROVAL OF MINUTES

Motion to approve the minutes Cathy/ Gregg VOTE: Doug-abstain, Andrew Gregg and Cathy yes. Motion carried.

7. PRIVILEGE OF THE FLOOR (AKA Public Comment)

a. Please state your name and address

Sarah Stalter 604 W Vistula, follow up on chickens (on the agenda #13)

8. PLANNING AND DEVELOPMENT ITEMS

None this evening

REPORTS

9. TOWN MANAGER

a. Wastewater treatment Cost of Services study – Jeff Rowe/Baker Tilly

Jeff Rowe, Baker Tilly in person

Last year began a water/sewer rate study and a cost of service study for the sewer

This was being driven from last rate adjustment of 2019, every three years encouraged to review the rates. Bidding and bonding for the projects later this year/next year and what the impact might look like. \$10M/\$11M estimated.

Sewer study: identifies costs affiliated. Rate study across the board, cost of service study for customer classes: cost to provide svcs to each class of customer (residential, commercial, industrial, institutional (schools and others))

Page 19 current rate structure overview / flat rate structure / operational cost and capital plan for improvements, no profit built into rate structure, future capital replacements (net zero game)

b. new rail crossing at stonemont/ and mjb

rr does the work and we pay the costs RR crossing is right next to MJB extending stonemont s across the rr tracks

Motion to approve \$650K Maple Street (on us) grant \$40K to help /CR 21/East side of MJB Soaring Rail, we can't open a new one unless we close one.

Motion to approve made by Gregg/Andrew VOTE: Doug=yes, Gregg Andrew cathy yes motion carried.

Jeff Bliler Motion council pres pro tem Cthy burke, non-voting member representative.

2023 Humane Society contract motion made by Gregg / Cathy Doug Andrew Gregg cathy is a yes motion carried.

b. new RR ntract

c. Elkhart Community School Board has recommended

voting member representative. Council president appointment

10. CLERK-TREASURER motion to approve the a Andrew/Gregg

Ordinance to suspend the rules

Motion to suspend the rule and pass on one reading 3-23-2023-7 Gregg carried./Cathy

Motion to approve remotion Gregg/ Andrew all approved.

MotiOn by Cathy Burke/ Andrew Medford VOTE: all approved. Permission to publish

Introduction of Town attorney: George Leponiotis partner with Krieg Devault

Senior associate

Associate Alex Mishawaka office

Overview of the tiers,

(share unique email with Council)

Ordinance / Resolution check on SBOA form

Jeff Bliler to the Bristol RDC as a non-

- a. Motion to approve Ordinance 03.02.2023 - Additional Appropriations

11. TOWN MARSHALL

12. FIRE CHIEF

13. PARK BOARD

14. TOWN ATTORNEY

15. NEW BUSINESS

16. UNFINISHED BUSINESS

- a. Is the Council wanting to move forward on amending the ordinance to allow chickens?

Allow Doug a chance to catch up ordinances and discuss more in the work session. Any changes would also result in an Ordinance change, review other ordinances. Tabled to work session. March 14

- b. Lamar Advertising - Changes to the billboard in Memorial Park.

Alex to review the current sign ordinance and contract (billboard has been grandfathered in, contract may allow them to move forward or if the change would negate the original contract.

17. TOWN COUNCIL DISCUSSION ITEMS

- a. Andrew Medford
none
- b. Cathy Burke
- c. Gregg Tulholski Ask Eilee to correct
none
- d. Jeff Beachy
Absent
- e. Doug DeSmith - none

NEXT MEETINGS:

Tuesday, March 14, 2023, work session

Thursday, March 16, 2023, Council Meeting

- 18. MOTION TO ADJOURN** motion to adjourn made by Andrew/seconded by Gregg. Mtg adjourned at 8:14pm.

ORDINANCE NO. 4/6/2023-4

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN
OF BRISTOL, INDIANA AMENDING CHAPTER 75 OF THE
TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES

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

WHEREAS, Indiana Code § 9-21-1-3(a)(7) confers upon the Council the power to designate an intersection under its jurisdiction as a stop intersection, as such power is within the reasonable exercise of its police powers; and

WHEREAS, the Code of Ordinances for the Town (the “Code”), Chapter 75, Schedule I, designates certain stop intersections in the Town; and

WHEREAS, Chapter 75, Schedule I, Section A, Subsection 10 of the Code provides for a one-way stop sign at the intersection of Commerce Drive and Blakesley Parkway in the Town (the “Intersection”), indicating that eastbound traffic on Commerce Drive shall stop where Commerce Drive intersects Blakesley Parkway before proceeding; and

WHEREAS, the Council believes it is in the best interests of the public’s health, safety, and welfare to re-designate the Intersection as a four-way stop intersection, to also require westbound traffic on Commerce Drive and northbound and southbound traffic on Blakesley Parkway to stop at such intersection before proceeding; and

WHEREAS, the Council must amend Chapter 75 of the Code to re-designate the Intersection as a four-way stop intersection.

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

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

Section 2. As of the effective date of this Ordinance, Chapter 75, Schedule I, Section A, Subsection 10 of the Code is hereby repealed.

Section 3. As of the effective date of this Ordinance, Chapter 75, Schedule I, Section D of the Code is hereby amended to include a new subsection 4 as follows:

“(4) Pursuant to the authority granted the Town Board by I.C. 9-21-4-3 and I.C. 9-21-1-3, the Town Board now hereby directs the Town Street Department and Town Marshal to locate at the intersection of Commerce Drive and Blakesley Parkway in the Town four stop signs. The stop signs shall indicate that northbound

and southbound traffic on Blakesley Parkway shall stop where Blakesley Parkway intersects with Commerce Drive before proceeding and that eastbound and westbound traffic on Commerce Drive shall stop where Commerce Drive intersects Blakesley Parkway before proceeding. The traffic control device to be erected and the carrying out of this subsection hereafter shall conform to the state manuals and specifications for the traffic devices.”

- Section 4. The remaining portions of Chapter 75 of the Code are not affected by this Ordinance and shall remain in full force and effect.
- Section 5. The Council hereby directs and authorizes the Town Marshal and the Bristol Street Department to order and procure such stop signs and additional regulatory signs as necessary and to install them in appropriate areas in carrying out this Ordinance.
- Section 6. Pursuant to Indiana Code § 9-21-1-3(b), this Ordinance shall be in full force and effect after signs are posted upon the parts of the above streets giving notice of the prohibitions contained in this Ordinance.
- Section 7. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. All acts pursuant to the adoption of this ordinance are hereby ratified.

* * * * *

ADOPTED THIS ____ DAY OF _____, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy-Antonelli, Clerk-Treasurer



ORDINANCE NO. 4-6-2023-5

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AMENDING CHAPTER 94: ANIMALS OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES

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

WHEREAS, Chapter 94 of the Code of Ordinances for the Town (the “Code”) sets forth certain regulations governing animals within the geographical boundaries of the Town; and

WHEREAS, the Town has recently received input from citizens regarding the ownership of egg-laying chickens on single-family residential property in the Town; and

WHEREAS, the Council is desirous of adopting this Ordinance so as to amend Chapter 94 of the Code to establish new regulations regarding egg-laying chickens on single-family residential property in the Town; and

WHEREAS, the Council now finds that it is in the best interest of the public health, safety, and welfare to further regulate the harboring of chickens within the Town’s corporate limits;

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

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. As of the effective date of this Ordinance, Chapter 94 of the Code shall be amended and replaced in accordance with Exhibit A attached hereto and incorporated herein.
- Section 3. The remaining portions of Chapter 94 of the Code are not affected by this Ordinance and shall remain in full force and effect.
- Section 4. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.
- Section 4. If any portion on this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.
- Section 4. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the

laws of the State of Indiana. All acts pursuant to the adoption of this Ordinance are hereby ratified.

* * * * *

ADOPTED THIS 6TH DAY OF APRIL, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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EXHIBIT A

CHAPTER 94: ANIMAL CONTROL

Section

- 94.01 DEFINITIONS
- 94.02 GENERAL ANIMAL CARE REQUIREMENTS
- 94.03 ANIMAL BITES AND QUARANTINE
- 94.04 ANIMAL IMPOUND PROCEDURES
- 94.05 DANGEROUS ANIMALS’ REQUIREMENTS
- 94.06 NOXIOUS ANIMAL ODORS
- 94.07 SECURING ANIMALS
- 94.08 CONTROL MEASURES REGARDING BARKING AND DAMAGE
- 94.09 KEEPING FARM LIVESTOCK AND EXOTIC ANIMALS
- 94.10 KEEPING EGG-LAYING CHICKENS
- 94.11 DOMESTICATED ANIMALS IN TOWN PARKS
- 94.12 SERVICE DOGS AND EMOTIONAL SUPPORT ANIMALS
- 94.13 ANIMAL LAWS
- 94.14 ENFORCEMENT AND REVIEW PROCESS

94.01 DEFINITIONS

For this Code chapter, the following definitions from IC: 35-46-3-0.5 will apply unless the context indicates or requires a different meaning.

- A. **Abandonment.** To desert a vertebrate animal in the person’s custody and recklessly, knowingly, or intentionally abandons or neglects the animal’s health by failing to provide or arrange to provide the animal with food or drink, if the animal is dependent upon the person for the provision of food or drink. The term does not include leaving an animal in a place that is temporarily vacated for the protection of human life during a disaster as defined in IC: 35-46-3-7. Restraining an animal for more than a brief period in a manner that endangers the animal's life or health using a rope, chain, or tether that:
 - (1) Is less than three (3) times the length of the animal.
 - (2) Is too heavy to permit the animal to move freely. or
 - (3) Causes the animal to choke by restraining an animal in a manner that seriously endangers the animal's life or health.
 - (4) Failing to provide reasonable care for; or seek veterinary care for; an injury or illness to an animal that seriously endangers the life or health of the animal. or
 - (5) Leaving an animal outside and exposed to excessive heat without providing the animal with a means of shade from the heat, or excessive cold if the animal is not provided with straw or another means of protection from the cold; regardless of whether the animal is restrained or kept in a kennel.
- B. **Abuse.** Animal cruelty involves gratuitously inflicting harm, injuring, or killing an animal. The cruelty can be intentional, such as kicking, burning, stabbing, beating, or shooting; or it can involve neglect, such as depriving an animal of water, shelter, food, and necessary medical treatment. Animal fighting, in which animals are trained or forced to attack each other in violent confrontations at the risk of grave injury or death, is another form of animal cruelty.

- C. **Adequate Food.** Providing the appropriate quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species, and breed requirements, which is sufficient to prevent starvation, malnutrition, or risk to the animals' health. Garbage or spoiled or rancid food is not considered adequate food.
- D. **Adequate Shelter.** A structurally sound shelter, maintained in good repair, and constructed with material that protects the animal from injury:
- (1) Allows the animal easy access in and out.
 - (2) Has a weather-resistant top, bottom, sides, and floor to protect the animal from all elements of the weather.
 - (3) Provides access to adequate, dry bedding material, or other means of protection from the weather that will allow the animal to retain body heat when the temperature is 40 degrees or lower or is colder than what an animal of that breed and conditions can comfortably tolerate, or the animal must have continued and uninterrupted access to a climate-controlled facility.
 - (4) Provides access to adequate shade during daylight hours provided by trees, a tarp, or other means that prevent overheating or discomfort to the animal when the temperature is 80 degrees or higher or is warmer than what an animal of that breed and condition can comfortably tolerate, or the animal must have continued and uninterrupted access to a climate-controlled facility. and
 - (5) Is adequately monitored during extreme weather conditions and temperatures (including a heat advisory, wind chill warning, or tornado warning that has been issued by a local, state, or national authority) by a competent person or, continued and uninterrupted access to a climate-controlled facility.
- E. **Adequate Space.** Any area in which an animal is confined and is suitable for the animal's species, size, age, and breed allowing the animal to turn about freely, stand erect with the animal head up, sit, lie, and move comfortably and in a normal position. Sick and injured animals should be confined as directed by an authorized veterinarian.
- F. **Adequate Veterinary Care.** Care is provided under the direction of an authorized veterinarian and includes medical care necessary to maintain an animal's health and prevent unnecessary suffering. Adequate care is based on age, species, breed, and the potential for disease or condition to spread to other animals or humans, including but not limited to:
- (1) Ongoing infections.
 - (2) Infestation of parasites.
 - (3) Any disease. or
 - (4) Any medical condition or injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal.
- G. **Adequate Water.** Water that is clean, fresh, and potable water sufficient to prevent dehydration, properly sustain health, and prevent a significant risk to the animal's health. Snow, ice, rancid, or contaminated water is excluded from the definition of Adequate Water.
- H. **Animal.** Every living non-human vertebrate animal.

- I. **Animal Control Agency.** Any governmental or private entity charged with or subcontracted with for the implementation of animal control services for and on behalf of the Town of Bristol.
- J. **Animal Control Facility.** A facility or vehicle operated by an animal control agency for promoting animal welfare and humane treatment of animals. This may include not-for-profit entities incorporated to promote animal welfare.
- K. **Animal Mutilate.** To wound, injure, maim, or disfigure an animal by damaging the animal's body parts or to render any part of the animal's body useless. The term includes bodily injury involving:
- (1) Serious permanent disfigurement.
 - (2) Serious temporary disfigurement.
 - (3) Permanent or protracted loss or impairment of the function of a bodily part or organ. or
 - (4) A fracture.
- L. **Animal Torture.** The definition in IC: 35-46-3-0.5(6) involves:
- (1) To inflict extreme physical pain or injury on an animal with the intent of increasing or prolonging the animal's pain.
 - (2) To administer poison to a domestic animal (as defined in section 12(d) of the Indiana Code) or expose a domestic animal to a poisonous substance with the intent that the domestic animal ingests the substance.
 - (3) To destroy an animal by electrocution. or
 - (4) To intentionally freeze or heat an animal to death.
- M. **Animal Veterinarian.** Any person licensed or permitted to practice veterinary medicine under the laws of the state and having had no previous judgments related to their practice of veterinary medicine.
- N. **At Large.** Whenever an animal is not contained inside a structure, fence, on a tether, or under the control of the owner or another person by a leash, cord, chain, or another device of actual physical restraint.
- O. **Bite.** To seize, tear, wound, or cut with the teeth, resulting in a break in the skin. A bite does not include a nip or scratch.
- P. **Colony.** One or more free-roaming animals (feral cats), whether managed or unmanaged, in a particular locale.
- Q. **Colony Caretaker.** A person who provides, food, water, and shelter for one or more free-roaming animals (feral cats) in a managed colony.
- R. **Managed Colony.** A colony that is registered with a sponsoring animal control agency and is maintained by a colony caretaker using a trap, neuter, and return methodology.
- S. **Dangerous Animal.**
- (1) Any animal which:

- (a) Has seriously injured a human or domestic animal.
 - (b) If an animal, without provocation, bites a person who is acting peaceably and who is in a location where the person may be required to be to discharge a duty imposed upon the person by local, state, and federal laws. The owner of the animal is liable for all damages suffered by the person or animal bitten according to IC: 15-20-1-3.
 - (c) Has attacked or bitten a domestic animal while off the property of its owner or the owner's agent. or
 - (d) Is at large and has been documented to be at large by an animal control agent or law enforcement officer on three (3) or more separate occasions in 12 months and has been documented to show aggressive behaviors, including those listed above.
- (2) No animal shall be considered a dangerous animal if the animal causes injury or damage to a person while that person was:
 - (a) Committing or attempting to commit, at the time, trespass, or other torts upon the premises lawfully occupied by the owner of the animal.
 - (b) Provoking, tormenting, abusing, or assaulting the animal or who can be shown to have repeatedly in the past provoked, tormented, abused, or assaulted the animal, or
 - (c) Was committing or attempting to commit a crime.
- (3) No animal will be considered a dangerous animal if the animal causes injury or damage while:
 - (a) Responding to pain or injury.
 - (b) Protecting itself or its offspring, or
 - (c) Protecting or defending a human within the immediate vicinity of the animal from an attack or assault.
- T. **Domestic Animals.** Any of the various animals that have been tamed and made fit for the human living environment, not including farm livestock.
- U. **Exotic Animal:**
 - (1) Any poisonous snake, reptile, vicious or dangerous or carnivorous wild animal, domesticated animal or any other animal or reptile of the wild, or dangerous propensities other than sold by a pet store or pet sale business duly licensed for the sale and distribution of the animals to the public by the state. This term also includes but is not to be restricted to apes, bears, constrictor snakes over six (6) feet in length, coyotes, deer, foxes, gamecocks, and other fighting birds, monkeys, and wolves, and
 - (2) Any wild animal requiring now or hereafter a permit to possess by the Indiana Department of Natural Resources as described in IC: 14-22-26-1.
- V. **Feral cat.** Any cat that has no apparent owner or identification and is wild, untamed, unsocialized, unmanageable, and unable to be approached or handled.

- W. **Livestock.** Any animal typically kept and raised for resale on an agricultural farm, including but not limited to, swine, fowl, sheep, goats, horses, cows, donkeys, camels, buffalo, llama, alpaca, yak, reindeer, chickens, ducks, goose, and other animals of a similar kind, nature, type of use, and domestically raised wild animals. The regulation of livestock is generally governed under IC: Title 15 and Indiana Administrative Code Title 345. Livestock within the Town of Bristol is not permitted. Laying chickens (hens) are permitted within the corporate limits of the Town of Bristol with a registered town permit in accordance with Section 94.10 of this Chapter. All other chickens, including broilers, are prohibited.
- X. **Owner.** Is any person who owns, harbors, keeps, feeds, maintains, or has lawful possession of an animal, or knowingly causes or knowingly permits an animal to be harbored or kept in their care or to remain on or about their premises for thirty (30) consecutive days or more. However, this will not include a person hired or acting as a custodian of the animal for its owner and will not include colony caretakers of registered colonies of feral cats.
- Y. **Service animal.** A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained, or untrained, are not considered service animals. The work or tasks performed by a service animal must be directly related to the individual’s disability. Examples of work or tasks include, but are not limited to:
- (1) Assisting individuals who are blind or have low vision with navigation and other tasks.
 - (2) Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
 - (3) Providing non-violent protection or rescue work.
 - (4) Pulling a wheelchair.
 - (5) Assisting an individual during a seizure.
 - (6) Alerting individuals to the presence of allergens.
 - (7) Retrieving items such as medicine or the telephone.
 - (8) Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
 - (9) Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
 - (10) The crime-deterrent effects of an animal’s presence and the provision of emotional support, well- being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

94.02 GENERAL ANIMAL CARE REQUIREMENTS

- A. Every person responsible for any animal located within the Town of Bristol will ensure that such animal:
- (1) Has immediate access to adequate space and is kept in a clean, sanitary, and healthy manner, and is not confined to being forced to stand, sit, or lie in excrement.
 - (2) Has adequate food and adequate water.

- (3) Has immediate access to adequate shelter (excluding livestock).
- (4) Receives adequate veterinary care from a licensed veterinarian.
- (5) Is not beaten, cruelly treated, overloaded, overworked, involved in animal fighting, or otherwise abused.
- (6) Is not abandoned, neglected, or tortured.
- (7) Does not become a public nuisance under the Bristol Town Code 95, or otherwise.
- (8) Does not unprovoked, bite, kick, butt, claw, assault, attack, or otherwise create a danger to the health and/or safety of other animals or human beings.
- (9) Is properly vaccinated and/or licensed as required by law.
- (10) Is prevented from running at large on property other than private property owned or lawfully occupied by its owner utilizing a leash, chain, cooped, kenneled, caged outside of a dwelling, or other appropriate physical restraint.
- (11) Is not left unattended in a vehicle when the conditions in that vehicle would constitute a health hazard to the animal.
- (12) Is not transported in the open bed of a vehicle unless confined appropriately to reasonably prevent the animal from jumping or being thrown from the same.
- (13) Does not defecate on the property of another unless the person responsible for the animal immediately thereafter removes or has removed from such property as much of the feces as is reasonably possible.
- (14) Is not kept in unsanitary conditions.

B. Any person tethering an animal in the Town's corporate limits will comply with the following requirements:

- (1) An animal will not be tethered for an excessive time, and may not be tethered between the hours of 11:00 p.m. and 6:00 a.m. In determining whether the tethering period is excessive, the investigating officer will consider the animal's breed, age, and condition.
- (2) An animal will not be tethered or confined at a vacant structure or premises for any purpose or time when it is not monitored by a competent person who is present at the property for the duration of such tethering or confinement.
- (3) During the duration of the tethering, the animal must have adequate shelter from the weather, and be free from becoming entangled with the tether.
- (4) The tether must be at least twelve (12) feet in length with operational swivels on both ends. If the animal is attached to a trolley system, the running line must be at least twelve (12) feet in length and the tether length must be greater than the height of the running line.
- (5) An animal shall not be tethered by the use of a choke collar nor by any rope, chain, or cord directly attached to the animal's neck, or in any manner that could harm or cause pain or discomfort to the animal.

- (6) The tether must not be of a weight heavy enough to cause physical damage to the animal's neck or body.
 - (7) The tether must be able to move freely in all directions and attached in a manner so that it cannot wrap around vertical items such as a barrel, pole, or tree.
 - (8) An animal shall not be tethered unless it is monitored by a competent person who is present at the property for the duration of such tethering.
- C. It is unlawful for any person or entity to breed an animal intentionally or knowingly for the purpose of using the animal or its offspring in illegal activity, including, but not limited to, animal fighting as defined in IC: 35-46-3, Offenses Relating to Animals.
- D. It is encouraged that an animal has one of the following permanent means of identification:
 - (1) A durable collar with a permanent tag bearing the owner's current name or animal's name and telephone number.
 - (2) An implanted microchip with a registered identification number that can be read by a standard microchip scanner, or
 - (3) If an animal that is three (3) months of age or older is found running at large in violation of subsection A (10) of this Code chapter and the animal is without one of the above permanent means of identification, its owner may receive a fine per occurrence.
- E. Where appropriate, the Bristol Police Department may use the Tufts Animal Care and Condition Scales (866- 670-0570) as an investigating tool to assist in determining the appropriate standard of care for animals and well-being based on their breed, age, body, and health condition, and acclimation to the environment and weather conditions.
- F. A person finding and taking possession of a lost or stray animal within the Town's corporate limits must notify the Bristol Police Department within forty-eight (48) hours of finding and taking possession of the animal. At the discretion of the Police Department, the lost animal may be allowed to remain in the custody of the finder, surrendered to the Elkhart County Humane Society, or be cared for by other means. The cost of care, including veterinary and boarding care, for an animal, will be the responsibility of the animal's owner. A person finding and taking possession of an animal is obligated to comply with all rules and regulations of this Code chapter while the animal is in the finder's custody awaiting return to the owner.
- G. Nothing in this Code chapter will restrict an owner or owner's agent from allowing an animal to be outside for reasonable amounts of time during extreme temperatures to relieve itself and exercise if the animal is being monitored by a competent person.
- H. Nothing in this Code chapter will prohibit the use of commercially sold poisons or devices for the control of rats, mice, groundhogs, moles, or other similar rodents if the person using the poisons or devices uses reasonable care to ensure that no other animal is exposed to the risks imposed by the poisons or devices.
- I. This Code chapter does not replace state laws but is considered supplementary and in addition to the laws of the state and is to be fully enforced were not inconsistent with those laws. Any violation that is violating state laws shall be enforced under the state statute.

94.03 ANIMAL BITES AND QUARANTINE

- A. Any person that is a victim of an animal bite shall immediately notify the Bristol Police Department

or the Elkhart County Health Department or the Elkhart County Humane Society of the incident and provide a description of the animal and identify the animal owner if possible. When an animal is determined to have bitten a person, the owner of the animal will surrender the animal that is suspected of having been exposed to rabies for a supervised quarantine at an approved veterinary hospital, boarding kennel, or left at the owner's residence. The animal may be reclaimed by the owner upon the expiration of at least ten (10) days (IC:15- 17-6-11(c)(1)) if adjudged free of rabies and infectious diseases upon payment fees and in compliance with all licensing provisions.

- B. The owner of an animal who recklessly, knowingly, or intentionally fails to take reasonable steps to restrain the animal or allows the animal to enter property other than the property of the animal's owner and as the result of the owner's failure to restrain the animal, the animal bites or attacks another person without provocation, resulting in bodily injury to the other person, commits a criminal offense under IC: 15-20-1-4.
- C. Any law enforcement officer or any other person having authority to impound animals who has probable cause to believe there has been a violation may take custody of the animal involved in the following acts according to IC: 15-20-1-4:
 - (1) The owner recklessly, knowingly, or intentionally fails to take reasonable steps to restrain the animal.
 - (2) The animal enters property other than the property of the animal owner.
 - (3) As the result of the owner's failure to restrain the animal, the animal bites or attacks another person without provocation, resulting in bodily injury to the other person, and
 - (4) Violations in this Chapter result in the death of a person.
- D. In addition to any other legal obligations prescribed by law, the owner shall pay for all costs incurred in the quarantine and/or impoundment of the animal before the animal will be released. If the owner is unable or unwilling to pay for the costs, the animal may be humanely euthanized, and the owner is still responsible for paying all costs incurred in quarantine and/or impoundment.
- E. If the owner of the quarantined animal cannot be determined, the animal will be impounded under the authority and at the discretion of law enforcement or an animal control agent and confined in an approved animal control facility for the period of observation.

94.04 ANIMAL IMPOUND PROCEDURES

- A. Any Bristol Police Officer, Code Enforcement Officer, or Animal Control Agent may immediately pick up and impound any of the following animals:
 - (1) Any animal at large.
 - (2) Any unattended animal that is ill, injured, or otherwise in need of emergency care.
 - (3) Any animal that is reasonably suspected of having rabies. or
 - (4) Any unattended animal that is exhibiting aggressive or dangerous behavior and is not sufficiently confined to its property.
- B. Any Bristol Police Officer, Code Enforcement Officer, or Animal Control Agent with probable cause may impound the animal involved under IC: 35-46-3-6 (Impounding Animals):
 - (1) For which there has been a violation under IC: 35-46-3 (Offenses Relating to Animals), or

- (2) For which there has been a violation under IC: 15-20-1-4 (Dog Bite Liability; Criminal Offense).
- C. If a dangerous animal is found at large and cannot be safely captured, a Bristol Police Officer or Code Enforcement Officer may seek assistance such as tranquilizing, or the police officer may shoot the animal to prevent harm to individuals and other animals.
- D. If stray animals are picked up by or turned into an animal control facility, the animal will be scanned by the animal control facility for an identifying microchip unless doing so presents an unnecessary hazard to the animal control agent. The owner of the animal will be notified by the animal control facility. If an animal has an identification tag containing the owner's address and/or phone number, the animal control facility is responsible for notifying the owner. If the animal is bearing no identification or microchip, the animal control facility will attempt to locate the owner.
- E. No later than five (5) days after impounding a tagged animal, the shelter is responsible for notifying the owner, by either telephone and/or mail. If the animal is sheltered by other means, the Bristol Police Department is responsible for notifying the owner. If the owner's identity is unknown, no notice of any kind needs to be issued.
- F. The owner of any animals impounded according to this Code chapter may, within five (5) days after the impoundment redeem their animal by paying all expenses incident to impound. Additional animal fees may include the paying of all lawfully imposed and unpaid license fees for such animals that have accrued up to the time of redemption. Such impounding authority must release such an animal to the owner.
- G. All animals which are afflicted with a contagious or infectious disease and have been found at large, or have encountered, or exposed to any public place will be placed in an animal shelter provided for that purpose by contract or otherwise by the Town of Bristol. (IC: 15-17-6-5 Impounding area)
- H. Nothing contained herein will limit the animal control facility's ability from following its protocol.

94.05 DANGEROUS ANIMAL REQUIREMENTS

- A. The owner of a dangerous animal is responsible for posting visible warning signs on their property. The owner is responsible for notifying the Bristol Police Department of a dangerous animal an escape or running at large.
- B. A dangerous animal may be impounded until the requirements of this Code chapter are fulfilled. If the discretion of a Bristol Police Officer and/or the Code Enforcement Officer, the animal is too dangerous to keep in any home, dwelling, or enclosure, an emergency court order may be requested by law enforcement to have the animal humanely euthanized or finding other suitable housing for the animal outside the Town limits once all hearings have been exhausted.
- C. The owner is responsible for the cost of caring for the dangerous animal during the period of impoundment, including the costs of boarding and veterinary treatment if necessary. If the owner institutes an appeal and the animal is ultimately determined not to be a dangerous animal, the owner will not be charged the costs of boarding the animal.
- D. Upon the impoundment of a dangerous animal according to this Code chapter, the owner will be given 48 hours to show proof of, or to complete, a dangerous animal registration. If the owner fails to show proof of or to complete a dangerous animal registration within 48 hours of impoundment, or if the owner waives in writing all ownership interest in the animal, the animal may be humanely euthanized.

94.06 NOXIOUS ANIMAL ODORS

- A. No person will have, keep, or otherwise harbor an animal in the Town of Bristol if noxious and/or offensive odors are thereby caused to enter upon or across the real estate owned or occupied by another, upon, or across any public right-of-way.
- B. The owner of the property where any violation exists is responsible for eliminating the violation by removing the substances, materials, or animal excrements giving rise to any odor and maintaining the premises free from such unwholesome substances. Should the owner, upon proper notice in writing, fail or refuses to remove the violation, the Town may enter upon the premises where the violation exists and abate the violation by removal of the substances, materials, or animal excrement-giving rise to the offensive odors and by impounding the animal found on the premises. The animal will be impounded and placed in an animal shelter. The animal owner is responsible for all restitution clean-up costs and kenneling fees before the animal is released.

94.07 SECURING ANIMALS

- A. It is unlawful for a person to leave unattended, any horse, or other animals that are tethered to a vehicle, tree, or objects on any streets, alleys, or public place without securely fastening the animal to an object made for preventing the animal from wandering away.
- B. It is unlawful for a person to tether a horse or other animals within the Town limits without securing the animal so that it cannot go upon or over a sidewalk.

94.08 CONTROL MEASURES REGARDING BARKING, AND DAMAGE

- A. Animal owners will always keep their animals under control.
- B. When the owner does not have control of their animal and permits the animal to:
 - (1) Damage or defile the premises or property of another.
 - (2) Bark and/or howl unduly, especially between the hours of 11:00 p.m. and 6:00 a.m., to disturb the quiet of the neighborhood or any person.
 - (3) Bite, or attempt to bite, attack, or belligerently pursue any persons or animals, see Code section 94.03 for animal bites.

94.09 KEEPING FARM LIVESTOCK AND EXOTIC ANIMALS

It is unlawful for a person to keep or maintain in the Town of Bristol any farm livestock or exotic animals as described in Code section 94.01(U and W).

94.10 KEEPING EGG-LAYING CHICKENS

- A. This Code chapter does not apply to any real estate that is zoned agricultural or to any real estate that has been granted a zoning variance that specifically permits the raising of chickens on the real estate.
- B. **Keeping chickens.**

It shall be unlawful for a person to keep, possess, or maintain chickens in violation of this Code chapter.
- C. **Chickens permitted.**

- (1) Chickens shall be permitted only upon real estate containing an occupied single-family dwelling or upon real estate containing a duplex provided the owner of the real estate resides in one (1) of the two (2) units. Chickens are otherwise prohibited on the premises of a multi-family dwelling.
- (2) Each residence wishing to keep chickens shall pay a registration/permit fee of Twenty-Five Dollars (\$25.00) every two (2) years.
- (3) Permits are granted to the persons harboring the chickens and do not run with the real estate. Permit holders that move can request the Town transfer the permit to a new address for a fee of Twenty-Five Dollars (\$25.00), subject to the approval of the adjoining real estate owners as required by this Section 94.10(C)(5)(c). If the applicant moves to a rental property, consent documentation from the property owner must be provided with the transfer fee.
- (4) Permits may only be granted to residents that are currently compliant with all town codes, as determined by the Bristol Code Enforcement Officer and that have no code violations in previous six (6) months.
- (5) To be eligible to receive a permit, an application must be filed with the Clerk-Treasurer at the Bristol Municipal Complex and shall include:
 - (a) The name, address, and telephone number of the applicant;
 - (b) The address where the chickens will be harbored;
 - (c) The written approval of each adjoining real estate owner. Adjoining real estate owners are limited to the owners of real estate, with a residence, that are immediately adjacent to the real estate that is keeping chickens provided the real estate parcels are not separated by a street or alley; and
 - (d) In the case of a rental property, the Town shall require a "Consent to Harbor Chickens" signed by the property owner.
- (6) After receiving the Town permit, the applicant shall present an Indiana Board of Animal Health premise number to Town Hall within 60 days.
- (7) The Town Council may revoke a permit if the applicant is unable to maintain his/her chickens so as to not create a nuisance, as evidence by two (2) admitted or determined violations of this Code chapter by the Bristol Code Enforcement Officer within twelve (12) consecutive months.

D. Limitations.

- (1) No more than six (6) female laying egg chickens may be located on any real estate. Roosters, broilers, and other types of fowl are prohibited.
- (2) Chickens shall be kept for pets or personal, non-commercial use only. Selling of eggs and fertilizer is prohibited.
- (3) Breeding of chickens is prohibited on the premises.
- (4) Slaughtering of chickens is prohibited on the premises.
- (5) A chicken may not be turned loose or taken to the humane shelter.

E. Chicken enclosure.

All chickens shall be kept outside of the dwelling in a chicken enclosure which shall include a chicken coop and a covered chicken pen/run.

- (1) The chicken enclosure shall be secure to prevent the entry of rodents and predators and shall effectively contain and protect the chickens.
- (2) The chicken enclosure shall be located at least fifteen (15) feet from the property lines, and at least twenty (20) feet from any adjacent residential dwelling, church, school, or place of business. The chicken enclosure shall not be located in the front yard of the residential dwelling. The chicken enclosure may be located in a yard adjacent to a street that is not considered a front yard if the location meets the front yard setbacks established by the Elkhart County Zoning Ordinance.
- (3) The chicken coop shall be constructed of solid materials on all sides, including roof and door(s). Vents, covered with wire, shall be placed as necessary for adequate ventilation. The chicken coop shall provide at least two (2) square feet of area per chicken.
- (4) The chicken pen/run shall be connected to and/or surround the chicken coop and be constructed of traditional building materials or fencing. The pen/run shall provide at least two (2) square feet of area per chicken, not exceeding six (6) feet in height, and shall be covered with wire, aviary netting, or solid roofing.
- (5) The chicken coop, pen, and run shall be constructed and maintained in a workmanlike manner and comply with all applicable Elkhart County Building Code requirements for accessory structures as may be amended from time to time.
- (6) All manure, uneaten feed, and other trash shall be regularly removed and disposed of in a sanitary manner so that the chicken enclosure and surrounding area do not constitute a nuisance, safety hazard, or health problem to the surrounding property.

F. Inspection.

It shall be a condition to the issuance of any permit required by this Code chapter that:

- (1) The Bristol Code Enforcement Officer, and/or his/her designees shall be permitted to inspect the chickens, structure and/or premises wherein a coop is maintained (or believed to be maintained) and all animals located thereon where such animals are harbored.
- (2) The Bristol Code Enforcement Officer, and/or his/her designees are authorized to enter the structure or premises wherein a coop is maintained (or believed to be maintained) at reasonable times to inspect the chickens, structure and/or premises, subject to constitutional restrictions on unreasonable searches and seizures.
- (3) If the owner or those in possession of chickens, structure or premises wherein a chicken flock is maintained (or believed to be maintained) refuse inspection of said chickens or coop, the Bristol Code Enforcement Officer and/or his/her designees may obtain an inspection warrant from any court of record in Elkhart County in order to determine if the chicken flock or coop is maintained in accordance with this title or request the Bristol Town Council to revoke the owner's permit.
- (4) All reports of such inspections shall be in writing and maintained by the Bristol Code Enforcement Officer.

G. Disposal.

Those who wish to dispose of their hen(s) shall transport them to a licensed processor for butchering, take them to a veterinarian's office for euthanizing, or place the hen(s) in a new home. The new home will include the new owner's permission and the new placement will meet all criteria of this Code chapter.

H. Enforcement.

This Code chapter shall be enforced following the applicable provisions of this Code, as may be amended by the Bristol Town Counsel when a change is warranted.

94.11 DOMESTICATED ANIMALS IN TOWN PARKS

No domesticated animals are allowed in town parks during the Bristol Homecoming Festival or other specified Bristol Town festivals unless the animal is a service animal.

94.12 SERVICE DOGS AND EMOTIONAL SUPPORT ANIMALS**A. When and where a service animal is allowed access:**

- (1) Under Indiana laws on the rights of people with disabilities and the Federal Americans with Disabilities Act (ADA), people with disabilities may bring their service animal into all areas of public facilities and private businesses where members of the public, program participants, clients, customers, patrons, or invitees are allowed.
- (2) A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from surgery or in a hospital in which a sterile environment is required).
- (3) A public entity or a private business may ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control the animal. A service animal must have a harness, leash, or other tethers unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

B. Neither the ADA nor Indiana's service animal laws include pets or what some people refer to as emotional support animals. These animals provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions. These are not trained animals. Under the ADA and Indiana law, owners of public accommodations are not required to allow emotional support animals, only service animals.**C. To determine if an animal is a service animal, a public entity or a private business may ask two questions:**

- (1) Is this animal required because of a disability?
- (2) What work or task has this animal been trained to perform?

D. These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). A public entity or private

business may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require the animal to wear an identifying vest.

- E. A person who knowingly or intentionally interferes with the actions of a service animal or strikes, torments, injures or mistreats a service animal while the animal is engaged in assisting an impaired person is an offense under IC: 34-46-3-11.5 subsection (b)(2).

94.13 ANIMAL LAWS

Compliance with the terms and provisions of this Code chapter does not obviate nor eliminate the need for any person to comply with and meet the requirements of any other federal, state, or local laws or regulations concerning animals. In the event of any conflict with this Code chapter, the terms and provisions which are stricter shall govern. The Town of Bristol reserves, retains, and preserves for itself all rights and remedies available under any other applicable federal, state, or local laws or regulations concerning animals.

94.14 ENFORCEMENT AND REVIEW PROCESS

- A. Any person who violates any of the provisions of this Code chapter is subject to a civil fine as set forth in the schedule of fines in §94.14N. together with court costs and costs of enforcement including legal fees. Any person found liable for a subsequent violation or violations of this Code chapter within one (1) year after a violation will be subject to a civil fine of not less than Five Hundred (\$500.00) Dollars nor more than Two Thousand Five Hundred (\$2,500.00) Dollars together with court costs and costs of enforcement including legal fees. For purposes of this Code chapter, each day's violation of any of its terms or provisions of this Chapter shall be deemed a separate violation.
- B. Under this Code chapter, violations will be enforced under proceedings according to IC: 34-28-5 like that of infractions with a complaint and summons described in IC: 9-30-3-6 issued by the Bristol Police Department. Any person who is found to have violated any provisions of this Code chapter that is a misdemeanor or felony shall be investigated and/or arrested under criminal law.
- C. A Bristol Police Officer and/or the Bristol Code Enforcement Officer who observes the violation of any provision of this Code chapter will determine if an Indiana Uniform Traffic Citation will be issued to the owner or owner's agent and advise that such person may, within seven (7) days from the date of such notice, pay to the Clerk-Treasurer at the Bristol Municipal Complex, as a fine for and in satisfaction of such violation. Upon the failure of the owner to make such payment within the seven (7) day period, the original violation fine will increase by Ten (\$10.00) Dollars a day, as applicable. If this enhanced animal fine is not paid in full, through the Clerk-Treasurer, on or before the date and time set forth on the animal notice, the Clerk- Treasurer will notify the issuing police officer and the officer is responsible for filing the animal violation into any traffic court within Elkhart County. The officer will notify the owner or owner's agent either in person or by certified mail of the location of the court, and the date and time of the hearing. The owner or owner's agent will be subject to the general penalties provided for violations of Indiana Animal Codes. Nothing in this Code chapter will limit the Town's right to impound any animal found to violate any provision of this Code chapter. The cost of such violation and impoundment is to be paid by the animal owner in addition to the payment of any fine assessed hereunder.
- D. For any legal proceeding that is pending involving the animal impoundment, the owner may post a surety bond in favor of the Town assuring that all costs, expenses, and fees incurred by the Town or the animal control agency in maintaining the animal or animals during the period of impoundment shall be paid by the owner or the surety. If a surety bond is posted by the owner, the animal or animals involved will not be placed for adoption or humanely euthanized during the pendency of the proceeding without court approval. If a surety bond is not posted or if a surety bond expires and is not renewed, the animal or animals may be placed for adoption or humanely euthanized unless prohibited by court order.

- D. All fines received by the Clerk-Treasurer for violations of this Code chapter will be deposited into the Town's General Fund under applicable law.
- E. **Animal impoundment or removal.** Enforcement officers may find cause to impound or destroy a dangerous animal while at large in violation of this Code chapter. The owner of the animal in violation of this Code chapter is responsible for all costs incurred by the Town for the impoundment of the animal or animals. All costs will be paid before releasing the animal or animals. The enforcement officer may in lieu of impoundment release the animal or animals to the owner or owner's agent to be quarantined for a determined number of days.
- F. **Impoundment Cost Appeal.**
- (1) The owner of an impoundment animal or animals may appeal such enforcement action at the Bristol Municipal Complex by requesting a hearing with the Town Marshal. The appeal process will be made in writing and, state, in detail, the basis for their appeal and the remedy they are seeking as an outcome to resolve their appeal. The appeal will be addressed to the Marshal within 30 days of the date of the violation. Upon receipt of such a request, a hearing will be scheduled before the Marshal within 10 days of the written request unless the Marshal and the owner agree upon a later date. The owner may request a hearing, legal counsel, call and cross-examine witnesses, require the production of evidence, and have the Town's cooperation in having subpoenas issued served, and executed.
 - (2) After the hearing, the Marshal may make findings of fact and take action to affirm, modify, or reverse any enforcement action taken by enforcement officers.
 - (3) If a satisfactory resolution of the appeal has not been resolved between the complainant making the appeal and the Marshal, then the written appeal and the Marshal's written review will be presented to the Bristol Town Council for review and resolution. The Council will act upon the appeal and notify the animal owner within 10 working days of receiving the appeal or as soon thereafter as is reasonably possible.
 - (4) Any action taken by the Town Council is subject to review by any court of competent jurisdiction within Elkhart County, Indiana. A complainant requesting judicial review must file the verified complaint, including the findings of fact and any action taken by the Marshal and/or Town Council. The animal owner must file within 60 days after the date the action was taken. Any appeal will be heard by the court. The court may affirm, modify, or reverse the action taken by the Council.
- G. **Non-Impoundment Review and Appeal Process.** For violations occurring on private property, the animal owner may, before the expiration date for payment of the fine to the Bristol's Clerk-Treasurer as provided in the Code chapter, may request a review by the Town Marshal in writing. The review request will be delivered in writing to the Clerk-Treasurer and at a minimum will contain the owner's name, resident address, daytime phone number, and any other relevant contact information. It shall state the reason for the review request and specifically state the reason if any citation is disputed. From and after receipt by the Marshal of the request for reviewing additional citations for the same violation will not be issued until a written determination of review is issued and mailed First Class Mail to the owner by the Town Marshal.
- H. **Right to hearing or the right to appeal.**
- (1) The owner of an impounded animal may appeal such enforcement action at the Bristol Municipal Complex by requesting a hearing with the Town Marshal. The appeal process will be made in writing and, state, in detail, the basis for their appeal and the remedy they are seeking as an outcome to resolve their appeal. The appeal will be addressed to the Marshal within 30 days of the date of the violation. Upon receipt of such a request, a hearing

will be scheduled before the Marshal within 10 days of the written request unless the Marshal and the complainant agree upon a later date. The owner may request a hearing, legal counsel, call and cross-examine witnesses, require the production of evidence, and have the Town's cooperation in having subpoenas issued served, and executed.

- (2) At the conclusion of the hearing before the Marshal, the Marshal may make findings of fact and take action to affirm, modify, or reverse any enforcement action taken by enforcement officers.
- (3) If a satisfactory resolution of the appeal has not been resolved between the animal owner making the appeal and the Marshal, then the written appeal and the Marshal's written review will be presented to the Bristol Town Council for review and resolution. The Town Council will act upon the appeal and notify the owner within ten (10) workdays of receiving the appeal or as soon thereafter as is reasonably possible.
- (4) Any action taken by the Bristol Town Council is subject to review by any court of competent jurisdiction within Elkhart County, Indiana. The owner requesting judicial review must file the verified complaint, including the findings of fact and any action taken by the Marshal and/or Town Council. The animal owner will file within 60 days after the date the action was taken. Any appeal will be heard by the court. The court may affirm, modify, or reverse the action taken by the Town Council.

I. **Prosecution.** If a citation is not paid as required, prosecution of the violation may be brought in the name of the Town by an attorney designated by the Town of Bristol in an Elkhart County, Superior, or Circuit Court of the Town's choosing. Fine and cost assessment in that event will be determined by the court.

J. **Animal Infraction Fines.**

(1)	Animal Abuse/Cruelty.	\$117.00
(2)	Animal abandonment.	\$100.00
(3)	Animal bites – Victim failed to report/owner failure to quarantine.	\$367.00
(4)	Animal confinement.	\$150.00
(5)	Animal At Large – First offense.	\$57.00
(6)	Animal At Large – Second offense within 12 months.	\$100.00
(7)	Animal At Large – Third offense within 12 months.	\$250.00
(8)	Animal Left in a Motor Vehicle – Conditions of a health hazard.	\$117.00
(9)	Animal Restraints – Improper tethers.	\$67.00
(10)	Animal waste on public/private property – Noxious odors	\$117.00
(11)	Barking and howling dog.	\$100.00
(12)	Chickens - Having more than six chickens.	\$75.00
(13)	Chickens – Improper coop or pen location.	\$75.00
(14)	Chickens – Improper size of coop or pen.	\$75.00
(15)	Chickens – No permit or falsifying permit application information.	\$175.00
(16)	Dangerous Animal – Enclosure confinement failure to report escape.	\$367.00
(17)	Dangerous Animal – Owner fails to post visible warning signs.	\$367.00
(18)	Dangerous Animal – Owner fails to notify the animal running at large.	\$367.00
(19)	Livestock – Keeping livestock within the town limits.	\$117.00
(20)	Poisoning animals on public or private property.	\$367.00
(21)	Vaccination - Failure to vaccinate domestic animals.	\$117.00
(22)	Vaccination record – Owner is required to maintain proof.	\$117.00

RESOLUTION NO. 3-16-2023-7

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BRISTOL, INDIANA APPROVING A DECLARATORY
RESOLUTION OF THE BRISTOL REDEVELOPMENT
COMMISSION AND ORDER OF THE ELKHART COUNTY
PLAN COMMISSION

WHEREAS, the Redevelopment Commission ("Commission") of the Town of Bristol, Indiana ("Town") serves as the governing body of the Town's Redevelopment District ("District") under Indiana Code 36-7-14, as amended, (collectively, the "Act");

WHEREAS, the Commission previously adopted, confirmed and amended resolutions establishing economic development areas, and subsequently consolidating such areas into the Consolidated State Road 15 Economic Development Area (the "Consolidated State Road 15 EDA"), and approving an economic development plan for the Consolidated State Road 15 EDA (the "Consolidated Plan") pursuant to the Act;

WHEREAS, on March 2, 2023, the Redevelopment Commission adopted Resolution No. R3-2-2023-5 (the "Resolution"), as attached to the Plan Commission Order (as defined herein) as Exhibit A, to amend the Consolidated Plan by adopting a supplemental to the Consolidated Plan as attached thereto as Exhibit A (the "Plan Supplement");

WHEREAS, on March 9, 2023, the Elkhart County Plan Commission issued its order (the "Plan Commission Order"), attached hereto as Exhibit A, approving the Resolution and Plan Supplement and determining that the Resolution and Plan Supplement conform, in all respects, to the plan of development for the Town; and

WHEREAS, pursuant to the Act, the Commission has submitted the Declaratory Resolution to the Town Council of the Town (the "Council").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA, AS FOLLOWS:

- Section 1. The Council hereby determines that the Resolution and Plan Supplement, in all respects, conforms to the plan of development for the Town.

- Section 2. The Council hereby approves in all respects the Resolution, Plan Supplement and the Plan Commission Order.

- Section 3. This Resolution shall be in full force and effect immediately from and after is passage.

* * * * *

ADOPTED THIS 16th DAY OF March, 2023.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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EXHIBIT A

PLAN COMMISSION ORDER 2023-____

ORDER OF THE ELKHART COUNTY PLAN COMMISSION
DETERMINING THAT A RESOLUTION AMENDING THE
ECONOMIC DEVELOPMENT PLAN FOR THE
CONSOLIDATED STATE ROAD 15 ECONOMIC
DEVELOPMENT AREA CONFORMS TO THE PLAN OF
DEVELOPMENT FOR THE TOWN OF BRISTOL, INDIANA
AND APPROVING THE AMENDING DECLARATORY
RESOLUTION

(See Attached)

PLAN COMMISSION ORDER 2023-____

ORDER OF THE ELKHART COUNTY PLAN COMMISSION
 DETERMINING THAT A RESOLUTION AMENDING THE
 ECONOMIC DEVELOPMENT PLAN FOR THE
 CONSOLIDATED STATE ROAD 15 ECONOMIC
 DEVELOPMENT AREA CONFORMS TO THE PLAN OF
 DEVELOPMENT FOR THE TOWN OF BRISTOL, INDIANA
 AND APPROVING THE AMENDING DECLARATORY
 RESOLUTION

WHEREAS, the Elkhart County Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for the Town of Bristol, Indiana (the "Town");

WHEREAS, the Bristol Redevelopment Commission (the "Redevelopment Commission") previously adopted, confirmed and amended resolutions establishing economic development areas, and subsequently consolidating such areas into the Consolidated State Road 15 Economic Development Area (the "Consolidated State Road 15 EDA"), and approving an economic development plan for the Consolidated State Road 15 EDA (the "Consolidated Plan") pursuant to the Act;

WHEREAS, on March 2, 2023, the Redevelopment Commission adopted Resolution No. R3-2-2023-5 (the "Resolution"), as attached hereto as Exhibit A, to amend the Consolidated Plan by adopting a supplemental to the Consolidated Plan as attached thereto as Exhibit A (the "Plan Supplement");

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Plan Supplement to the Plan Commission for approval pursuant to Indiana Code 36-7-14-16; and

WHEREAS, the Plan Commission has reviewed the Resolution and the Plan Supplement and determined that the Resolution and Plan Supplement conform to the plan of development for the Town, and now desires to approve the Resolution and Plan Supplement.

NOW, THEREFORE, BE IT ORDERED BY THE ELKHART COUNTY PLAN COMMISSION, THAT:

1. Pursuant to Indiana Code 36-7-14-16, the Plan Commission hereby finds and determines that the Resolution and Plan Supplement conform, in all respects, to the plan of development for the Town.

2. The Resolution and Plan Supplement are hereby approved. This Resolution hereby constitutes the written order of the Plan Commission approving the Resolution and the Plan Supplement pursuant to Indiana Code 36-7-14-16.

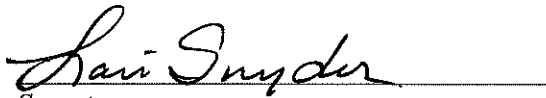
3. The Secretary of the Plan Commission is hereby directed to file a copy of the Resolution and the Plan Supplement with the minutes of this meeting.

PASSED THIS 9TH DAY OF MARCH, 2023 BY THE ELKHART COUNTY PLAN COMMISSION, ELKHART COUNTY, INDIANA.



Chairman,
Elkhart County Plan Commission

ATTEST:



Secretary,
Elkhart County Plan Commission

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EXHIBIT A

RESOLUTION NO. R3-2-2023-5

A DECLARATORY RESOLUTION OF THE TOWN OF BRISTOL
REDEVELOPMENT COMMISSION AMENDING THE ECONOMIC
DEVELOPMENT PLAN FOR THE CONSOLIDATED STATE ROAD
15 ECONOMIC DEVELOPMENT AREA

(See Attached)

RESOLUTION NO. R3-2-2023-5

A DECLARATORY RESOLUTION OF THE TOWN OF BRISTOL
REDEVELOPMENT COMMISSION AMENDING THE ECONOMIC
DEVELOPMENT PLAN FOR THE CONSOLIDATED STATE ROAD
15 ECONOMIC DEVELOPMENT AREA

WHEREAS, the Redevelopment Commission ("Commission") of the Town of Bristol, Indiana ("Town") serves as the governing body of the Town's Redevelopment District ("District") under Indiana Code 36-7-14, as amended, (collectively, the "Act");

WHEREAS, the Commission previously adopted, confirmed and amended resolutions (collectively, the "Declaratory Resolutions") establishing economic development areas, and subsequently consolidating such areas into the Consolidated State Road 15 Economic Development Area (the "Consolidated State Road 15 EDA"), and approving an economic development plan for the Consolidated State Road 15 EDA (the "Consolidated Plan") pursuant to the Act;

WHEREAS, the Commission now desires to amend the Consolidated Plan by adopting a supplemental to the Consolidated Plan attached hereto as Exhibit A (the "Plan Supplement");

WHEREAS, in connection with the Plan Supplement, the Commission now desires to take action for purposes of establishing a parcel acquisition list and proposing the acquisition of certain parcels of property, as set forth in Exhibit B attached hereto and made a part hereof (collectively, the "Real Estate") in accordance with the Act;

WHEREAS, the Plan Supplement and supporting data were reviewed and considered at this meeting;

WHEREAS, the Commission has caused to be prepared:

- (1) Maps and plats showing:
 - (A) the boundaries of the area in which property would be acquired by the Plan Supplement;
 - (B) the location of the various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the area, and any parcels of property to be excluded from the acquisition or otherwise excluded from the effects of the establishment of the Plan Supplement; and
 - (C) the parts of the area acquired, if any, that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Plan Supplement.
- (2) A list of the Real Estate proposed to be acquired under the Plan Supplement; and

- (3) An estimate of the cost, if any, to be incurred for the acquisition and redevelopment of the Real Estate which is included in the Plan Supplement.

WHEREAS, the Commission finds that the Plan Supplement is necessary in connection with the redevelopment of the Consolidated State Road 15 EDA, satisfies the requirements of the Act, and carries out and contemplates the development of the Consolidated State Road 15 EDA in accordance with the Consolidated Plan; and

WHEREAS, the Commission now desires to approve the Plan Supplement.

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

1. The Plan Supplement promotes significant opportunities for the gainful employment of the citizens of the Town, attracts major new business enterprises to the Town, retains and expands significant business enterprises in the Town, and meets other purposes of the Act, including without limitation, benefiting public health, safety and welfare, increasing economic well-being of the Town, and serving to protect and increase property values in the Town.

2. The Plan Supplement cannot be achieved by regulatory process or by the ordinary operation of private enterprise without resort to the powers allowed under the Act because of the existence of conditions that lower the value of the land below that of nearby land, multiple ownership of land, and other similar conditions.

3. The Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan Supplement.

4. The Commission hereby finds and determines that it will be of public utility and benefit to amend the Consolidated Plan by adopting the Plan Supplement.

5. As further described therein, the Plan Supplement contemplates the acquisition of certain Real Estate as part of the economic development strategy, and the Commission proposes to acquire such Real Estate within the boundaries of the Consolidated State Road 15 EDA and will follow the procedures under the Act with respect to the acquisition of such Real Estate.

6. The Commission finds that no residents of the Consolidated State Road 15 EDA will be displaced by any projects resulting from the Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

7. The boundaries of the Consolidated State Road 15 EDA will remain unchanged by the adoption of the Plan Supplement. The projects set forth in the Plan Supplement will directly serve and benefit the Consolidated State Road 15 EDA and promote economic development activity in the Consolidated State Road 15 EDA, as further described in the Plan Supplement. The District will be permitted to engage in the activities necessary to complete the acquisition of the Real Estate and other activities set forth in the Plan Supplement.

8. The Commission hereby finds and determines that the Plan Supplement is reasonable and appropriate when considered in relation to the Consolidated Plan and the purposes of the Act, and that the Consolidated Plan, with the Plan Supplement, conforms to the comprehensive plan of development for the Town.

9. The Plan Supplement is hereby, in all respects, approved.

10. The establishment of the acquisition list for the Real Estate as set forth in Exhibit B attached hereto (which is designated as part of the Consolidated State Road 15 EDA) is hereby approved in all respects. The Commission estimates that the cost to acquire the Real Estate will be approximately Sixty-Five Thousand Dollars (\$65,000).

11. This presiding officer of the Commission is hereby authorized and directed to submit this Resolution to the Elkhart County Plan Commission (the “Plan Commission”) and the Town Council as provided in the Act, and if approved by the Plan Commission and the Town Council shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

12. The Commission also directs the presiding officer to publish notice of the adoption and substance of this Resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, board of zoning appeals, works board, park board, building commissioner and any other departments, agencies or officers of the Town concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the Town’s department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project or other actions to be taken under this Resolution and will determine the public utility and benefit of the proposed project or other actions. Copies of the notice must also be filed with affected neighborhood associations and to persons owning property that is proposed to be added to the acquisition list included in the Plan Supplement.

13. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

14. The findings and determinations set forth in the Declaratory Resolutions and the Consolidated Plan are hereby reaffirmed.

15. The officers and representatives of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

16. The forgoing recitals are hereby incorporated by reference.

17. This Resolution shall take effect immediately upon its adoption by the Commission.

* * * * *

Adopted this 2nd day of March, 2023.

BRISTOL REDEVELOPMENT
COMMISSION

By: Cathy Burke
President

ATTEST:

Jay W
Secretary

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EXHIBIT A

Plan Supplement

This document is the Plan Supplement to the Consolidated Economic Development Plan (the “Consolidated Plan”) for the Consolidated State Road 15 Economic Development Area (the “Consolidated Area”) in the Town of Bristol, Indiana (the “Town”). This Plan Supplement to the Consolidated Plan is intended for approval by the Bristol Redevelopment Commission (the “Commission”), the Elkhart County Plan Commission, and the Bristol Common Council (the “Town Council”) in conformance with Indiana Code 36-7-14, as amended from time to time (the “Act”).

The Project

The Consolidated Plan is hereby supplemented to include the following Project:

To help preserve property values in the Town and provide amenities for citizens of the Town, the Commission proposed to acquire for redevelopment purposes approximately 0.65 acres of real property commonly referred to as 509 East St. Joseph Street, Bristol, Indiana (Parcel Numbers 20-03-26-155-002.000-031 and 20-03-26-155-003.000-031) and 511 East St. Joseph Street (Parcel Number 20-03-26-155-004.000-031) (collectively, the “Real Estate”). At this time, the Commission will only acquire the Real Estate and pay incidental expenses related to demolishing the blighted improvements on the Real Estate (the “Project”).

After further study, the Commission may determine that the construction of buildings and other improvements on the Real Estate may be desirable. While many possibilities exist for the enhanced use of the Real Estate, the Commission has not decided to complete such improvements as of the Project and would consider a related amendment to the Consolidated Plan prior to doing so.

The Commission anticipates paying the costs of the Project with proceeds from the Commission’s South State Road 15 Allocation Area. The Commission estimates the cost of the Project to not be greater than One Hundred Thousand Dollars (\$100,000).

Acquisition of Property

The property described in Exhibit B to Resolution No. R3-2-2023-5 is to be added to the acquisition list for the Consolidated Plan for the Consolidated Area.

In the event the Commission determines to acquire additional interests in real property in the future, it shall follow procedures set forth in Section 19 of the Act.

Statutory Findings

The Plan Supplement meets the following required findings under the Act:

- 1. The Plan Supplement promotes significant opportunities for the gainful employment of the citizens of the Town, attracts new business enterprise to the Town, retains or*

expands a significant business enterprise existing in the boundaries of the Town, or meets other purposes of Sections 2.5, 41 and 43 of the Act.

The Project will help preserve property values in the Town by removing existing blighted improvements. As residents and commercial entities evaluate the Town as a place to relocate or remain located, they will consider the benefits from the Commission's removal of the existing blighted improvements in the Consolidated Area. As a result, the Plan Supplement generally benefits the Consolidated Area.

2. *The Plan Supplement cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of a lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land, or other similar conditions.*

The Real Estate is currently owned by multiple owners, with portions being used for residential purposes. The existing ownership of the Real Estate has not resulted in, and without the assistance of the Commission through the completion of the Project, is not likely to result in the removal of the blighted conditions on the Real Estate. The completion of the Project by the Commission, as contemplated by the Plan Supplement, overcomes the barriers of multiple property ownership and existing blighted improvements on the Real Estate.

3. *The public health and welfare will be benefited by accomplishment of the Plan Supplement.*

The Project will result in the removal of blighted improvements from the Town and allow the Commission the opportunity to use the four parcels located on East St. Joseph Street for future economic development purposes.

4. *The Plan Supplement will be a public utility and benefit as measured by public benefits similar to the attraction or retention of permanent jobs, or increase in the property tax base, improved diversity of the economic base, or other similar public benefits.*

As described above, the Project will remove the blighted improvements on the Real Estate which is a great importance to existing and prospective residents and commercial enterprises. By removing the blighted improvements, the Plan Supplement will be of public utility and benefit and allow the Town to continue to attract prospective residential and commercial enterprises to the Town.

5. *The Consolidated Plan, as amended by the Plan Supplement, conforms to other development and redevelopment plans for the Town.*

The Consolidated Plan, as amended by the plan Supplement, conforms with the intended development of the Consolidated Area.

6. *The Plan Supplement is reasonable and appropriate when considered in relation to the Declaratory Resolutions and Consolidated Plan and the purposes of the Act.*

The Plan Supplement is a natural progression from the projects contemplated by the Consolidated Plan, and consequently the Plan Supplement is reasonable and appropriate in relation to the Declaratory Resolutions and Consolidated Plan and the purposes of the Act.

EXHIBIT B

Parcel Acquisition List

Parcel Number	Address	Property Owner
20-03-26-155-002.000-031	509 East St. Joseph Street, Bristol, Indiana	Donna Free
20-03-26-155-003.000-031	509 East St. Joseph Street, Bristol, Indiana	Donna Free
20-03-26-155-004.000-031	511 East St. Joseph Street, Bristol, Indiana	KB Acquisitions LLC



RESOLUTION NO. 3-16-2023-8

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BRISTOL, INDIANA APPROVING THE PURCHASE OF REAL
PROPERTY

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

WHEREAS, the Bristol Redevelopment Commission (the “Commission”) has been duly established and is authorized act business pursuant to the provisions of Indiana Code 36-7-14, *et seq.*, as amended (the “Act”), in order to administer certain redevelopment and economic development activities within the Town; and

WHEREAS, pursuant to Section 19.5(b) of the Act, the Commission can acquire distressed real property from a willing seller; and

WHEREAS, on March 2, 2023, the Commission adopted Resolution No. 3-2-2023-6, attached hereto as Exhibit A, to authorize the Commission to acquire distressed real property located at 509 E. St. Joseph Street, Bristol, Indiana 46507 (the “Property”) for the purchase price of Fifty Thousand Dollars (\$50,000), subject to the approval of the Council; and

WHEREAS, the Council desires to approve the purchase of the Property.

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

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. The Council hereby approves Resolution No. 3-2-2023-6 in all respects.
- Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

ADOPTED THIS 16th DAY OF MARCH, 2023.

TOWN COUNCIL OF THE
TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Andrew Medford

Gregg Tuholski

Doug DeSmith

ATTEST:

Cathy Antonelli, Clerk-Treasurer

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EXHIBIT A

RESOLUTION NO. 3-2-2023-6

(To be Attached)

RESOLUTION NO. 3-2-2023-6

A RESOLUTION OF THE TOWN OF BRISTOL
REDEVELOPMENT COMMISSION APPROVING THE
PURCHASE OF REAL PROPERTY

WHEREAS, the Bristol Redevelopment Commission (the "Commission") has been duly established and is authorized to transact business pursuant to the provisions of Indiana Code 36-7-14, *et seq.*, as amended (the "Act"), in order to administer certain redevelopment and economic development activities within the Town;

WHEREAS, the Commission desires to foster economic development within the Town of Bristol, Indiana (the "Town");

WHEREAS, the Commission is currently in the process of amending its Economic Development Plan (the "Plan Amendment") for the Town's Consolidated State Road 15 Economic Development Area (the "Consolidated Area") to authorize the acquisition of additional parcels to facilitate economic development and revitalization within the Town;

WHEREAS, pursuant to Section 12.2(a)(1) of the Act, the Commission is permitted to acquire any property needed for the redevelopment of areas needing redevelopment that are located within the corporate boundaries of the Town;

WHEREAS, the Town has sought to acquire distressed property located at 509 E. St. Joseph Street, Bristol, Indiana 46507 (the "Property");

WHEREAS, on the date hereof, the Commission adopted Resolution No. R3-2-23A which, among other things, expressed the Commission's interest in acquiring the Property to further the Commission's long term redevelopment plans for the Town's Consolidated Area;

WHEREAS, pursuant to Section 19.5(b) of the Act, the Commission can acquire distressed real property from a willing seller after the property is appraised by two appraisers;

WHEREAS, appraisals were secured for the Property from Iverson C. Grove, MAI, SRA, and Appraisal Solutions, Inc., with an average value placed on the Property of Forty-Five Thousand Six Hundred Fifty and No/100 Dollars (\$45,650);

WHEREAS, the Commission has determined that it is necessary to exceed the average appraised value for the Property by Four Thousand Three Hundred Fifty and No/100 Dollars (\$4,350.00) due to potential greater economic development opportunities available to the Commission through its ownership of the Property, subject to the prior approval of the Town Council in accordance with Section 19.5(b) of the Act;

WHEREAS, Section 39(b)(3)(J) of the Act authorizes the Commission to pay expenses incurred by the Commission for local public improvements that are located in or serve an allocation area;

WHEREAS, the acquisition of the Property will serve the South State Road 15 Allocation Area ("TIF 130") which is located within the Consolidated Area as such acquisition will foster economic development throughout the Consolidated Area in accordance with the Economic Development Plan for the Consolidated Area;

WHEREAS, the Commission desires to acquire the Property with revenues from TIF 130;
and

WHEREAS, the Commission believes that the acquisition of the Property is in the best interest of the Town and its citizens and now desires to approve the purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

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

Section 2. The Commission hereby determines that the Property is a distressed property which may be acquired in accordance with Section 19.5 of the Act and hereby approves the purchase of the Property subject to the terms and conditions set forth herein and in the Purchase Agreement (as defined herein).

Section 3. The Commission hereby authorizes and approves the execution and delivery of the Purchase Agreement, in substantially the form attached hereto as Exhibit A (the "Purchase Agreement"), with such changes thereto as the President, Vice President and Secretary of the Commission deem necessary and appropriate to effectuate this Resolution and to consummate the purchase of the Property, said officer's execution and attestation thereof to be conclusive evidence of their approval of such changes.

Section 4. The Commission hereby determines in accordance with Section 19(b) of the Act that the purchase price for the Property shall be Fifty Thousand and No/100 Dollars (\$50,000.00), plus other closing and related costs as provided for in the Purchase Agreement (the "Purchase Price"). The Clerk-Treasurer is hereby authorized to pay the Purchase Price from TIF 130 on the Closing Date (as defined in the Purchase Agreement) following the satisfaction of the conditions set forth in the Purchase Agreement.

Section 5. Each of the President, Vice President and Secretary of the Commission is hereby authorized to execute and deliver appropriate conveyance instruments, documents, certificates, and agreements in the name of and on behalf of the Commission in connection with the transactions set forth in this Resolution and to take any and all actions which such person deems necessary or appropriate regarding such transactions; provided, however, that the terms and conditions of any such document shall be consistent with the terms and conditions approved in this Resolution. Any and all documents executed by the President, Vice President and Secretary of the Commission in connection with the actions contemplated by this Resolution

and any and all actions previously, or to be, taken by the President, Vice President or Secretary in connection with the actions contemplated by this Resolution be, and they hereby are, ratified and approved.

Section 6. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the President, Vice President or Secretary of the Commission on behalf of the Commission shall be in a form approved by, and satisfactory to, the President, Vice President or Secretary upon the advice of counsel, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President or Secretary.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

Adopted this 2nd day of March, 2023.

BRISTOL REDEVELOPMENT
COMMISSION

By: Cathy Burke
President *Cathy Burke*

ATTEST:

Gregg Tuholski
Secretary *Gregg Tuholski*

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EXHIBIT A
REAL ESTATE PURCHASE AGREEMENT
(To be Attached)

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made effective as of the ____ day of March, 2023 (“Effective Date”), by and between **DONNA FREE** (“Seller”), and the **BRISTOL REDEVELOPMENT COMMISSION** (“Purchaser”).

RECITALS

WHEREAS, Purchaser is a redevelopment commission and as such is created and empowered under Indiana Code 36-7-14 *et seq*; and

WHEREAS, Purchaser is authorized to acquire real property as provided under Indiana Code § 36-7-14-12.2(a)(1); however, Purchaser is required to follow the procedures outlined under Indiana Code § 36-7-14-19.5; and

WHEREAS, Purchaser desires to purchase and acquire from Seller, and Seller desires to sell and convey to Purchaser, certain real estate located in Bristol, Indiana, subject to Purchaser’s compliance with Indiana Code § 36-7-14-19.5, and pursuant to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, agreements, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, certain real property generally located at 509 East St. Joseph Street, Bristol, Indiana 46507 (Parcel Numbers 20-03-26-155-003.000-031 and 20-03-26-155-002.000-031), consisting of approximately 0.44 acres, as more particularly depicted on **Exhibit A**, and legally described on **Exhibit B**, attached hereto and made a part hereof, together with all rights and title Seller has to all fixtures, easements, appurtenances, hereditaments, rights, powers, privileges, and other improvements thereon and/or appurtenant thereto (collectively, the “Real Estate”).

Purchase Price. The purchase price for the Real Estate shall be an amount equal to Fifty Thousand Dollars (\$50,000) (the “Purchase Price”). At the Closing, Purchaser shall pay to Seller the Purchase Price, less any credits, reductions, and prorations for which this Agreement provides.

Closing. Subject to all other terms and conditions set forth in this Agreement, the transaction shall be closed, and the Deed (as defined in Section 4) and all other closing papers shall be executed and delivered (the “Closing”), on the date which is fifteen (15) days after: (a) the expiration of the Due Diligence Period, as the same may be extended as provided herein, or (b) the exact date of Closing to be specified by Purchaser by notifying Seller at least seven (7) days prior to Closing (the “Closing Date”). Closing shall take place at the office of Near North Title Group (the “Title Company”), who is insuring this transaction, or at such other place as the parties may mutually agree upon in writing or via the mail/in escrow, and may be extended if both parties hereto agree in writing to such extension.

Obligations at Closing. At Closing, Seller shall deliver: (a) a fully executed General Warranty Deed ("Deed") reasonably acceptable to Purchaser conveying and warranting to Purchaser good, indefeasible, and marketable fee simple title to the Real Estate, free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options, and other encumbrances of any kind or nature whatsoever (collectively, the "Encumbrances"), except for real estate taxes which are a lien on the Real Estate but are not yet due and payable and the Permitted Exceptions (as defined in Section 8(d) herein); (b) an executed Vendor's Affidavit in form and substance reasonably satisfactory to the Title Company and Purchaser and sufficient to cause the removal of the general exceptions from the Owner's Title Policy (as defined in Section 8(d) herein); (c) an executed Non-Foreign Affidavit in form required by the Internal Revenue Code and reasonably satisfactory to Title Company; (d) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (e) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (f) any and all other documents contemplated by this Agreement or appropriate to consummate the sale of the Real Estate or reasonably requested by Purchaser or the Title Company.

At Closing, Purchaser shall deliver: (i) the Purchase Price, less any credits, reductions and prorations as provided herein; (ii) an executed counterpart signature to the Indiana Sales Disclosure Form, as prepared by the Title Company; (iii) an executed counterpart signature to the Closing Settlement Statement, as prepared by the Title Company; and (iv) any and all other documents contemplated by this Agreement, or appropriate to consummate the purchase of the Real Estate or reasonably requested by Seller or the Title Company. All documents to be executed and delivered at Closing shall be prepared by Purchaser's legal counsel, except those documents to be prepared by the Title Company, and all documents shall be in form and substance reasonably satisfactory to Purchaser and Seller.

Closing Costs. In addition to the other costs set forth herein, at Closing, Seller shall be obligated to pay the following: (a) all costs of obtaining and recording releases of existing Encumbrances and Unpermitted Exceptions (as defined herein); (b) one-half (1/2) of any closing fees; (c) any reimbursements to Purchaser contemplated by this Agreement or otherwise; and (d) all prorations and/or credits to which Purchaser is entitled hereunder.

At Closing, Purchaser shall be obligated to pay the following: (i) all expenses incident to Purchaser's financing with respect to the Real Estate, if any; (ii) the cost of title work (including, without limitation, the title search/examination, Title Commitment (as defined in Section 8(d) herein), Owner's Title Policy, and any endorsements thereto required by the Title Company); (iii) the cost of all recording and filing fees in connection with the purchase of the Real Estate (i.e., the Deed); (iv) one-half (1/2) of any closing fees; (v) the cost of any endorsements to the Owner's Title Policy requested by Purchaser or any lender of Purchaser; (vi) all Environmental Assessments related costs; and (vii) all prorations and/or credits to which Seller is entitled hereunder. Except as otherwise set forth herein, Purchaser and Seller shall each be responsible for all of their own respective costs and expenses, including attorneys' fees, incurred in connection with this transaction.

Possession. Complete and exclusive possession of the Real Estate shall be delivered by Seller to Purchaser on the Closing Date, subject only to the Permitted Exceptions.

Taxes. Purchaser assumes and agrees to pay all assessments on the Real Estate which become due and payable after the Closing Date and its pro rata portion of the real estate taxes with respect to the Real Estate assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days remaining in such calendar year beginning on the day after the Closing Date). At Closing, Seller shall pay both installments of real estate taxes due and payable during the calendar year in which Closing occurs, and its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). An amount equal to one hundred ten percent (110%) of the most recent tax rate and assessed values shall be used for the purposes of the prorations under this Section 7 if the applicable tax rate and assessed values have not been set. Any taxes or assessments which are assumed by Purchaser and which are not due and payable at the time of Closing may be allowed to Purchaser, at Purchaser's option, as a credit against the Purchase Price at Closing, and Seller shall not be further liable for such taxes or assessments if Purchaser elects such credit.

Conditions of Performance. Purchaser shall have from the Effective Date of this Agreement until the earlier of (i) the date upon which Purchaser gives Seller written notice of the Closing as provided for in Section 3 or (ii) a period of ninety (90) days from the Effective Date (the "Due Diligence Period") to perform and complete its due diligence of the Real Estate. Purchaser's obligations under this Agreement shall be contingent upon the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless such conditions are waived in writing by Purchaser:

(a) **Approval.** Prior to the Closing Date, Purchaser's governing body (and the Bristol Town Council) shall have given formal approval of Purchaser's purchase of the Real Estate for the Purchase Price in accordance with the terms set forth herein, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code § 36-7-14-19.5 have been satisfied.

(b) **Amendment of Economic Development Plan.** Prior to the Closing Date, Purchaser's governing body (and the Bristol Town Council and Elkhart County Plan Commission) shall have given formal approval of the Purchaser's amendment of the Economic Development Plan for the Consolidated State Road 15 Economic Development Area to add the Real Estate to the Purchaser's acquisition list, and Purchaser shall have determined to its satisfaction that all conditions of Indiana Code §§ 36-7-14-15, 16, 17, 17.5 and 18 have been satisfied.

(c) **Condition of the Real Estate.** Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser copies of all existing surveys, title work, condition reports, environmental assessments (including any prior assessments performed by prospective purchasers of the Real Estate), and all other reports and information relevant to the Real Estate of which Seller has in its possession or control, has knowledge of, or which Seller's good faith efforts can reasonably obtain. During the Due Diligence Period, Purchaser, or its designated representatives, may conduct tests and inspections of the Real Estate, including, but not limited to, soil, surface, and sub-surface tests, utility, exterior and other assessments, and reviews of building and construction plans and warranties and maintenance records, at Purchaser's option and expense, to determine that the general state

and/or condition of the Real Estate, and each and every part thereof, including the improvements, storm water drainage systems and facilities, and utility equipment and facilities, is acceptable to Purchaser, in Purchaser's sole discretion. The parties hereby agree to cooperate with the other party with regard to any on-site investigation of the Real Estate, and Seller hereby grants Purchaser the right to enter upon and access the Real Estate to perform any such investigations so long as the same is of no cost or expense to Seller. In the course of its investigation, Purchaser may make inquiries to third parties, including, without limitation, lenders, tenants, contractors, and municipal, local, and other government officials and representatives, and Seller hereby consents to such inquiries. Purchaser will restore the Real Estate to the condition that existed prior to such investigation, normal wear and tear excepted, in the event that Purchaser does not close this transaction. Purchaser agrees to indemnify and hold Seller harmless from any personal injury or property damage caused by Purchaser or its designated representatives arising out of or related to Purchaser's entry upon the Real Estate.

(d) Title Insurance. Purchaser may obtain an ALTA commitment (the "Title Commitment") for an owner's policy of title insurance (the "Owner's Title Policy"), in which the Title Company shall agree to insure good, merchantable and marketable fee simple title to the Real Estate in the amount of the Purchase Price and in the name of Purchaser, subject only to covenants, conditions, easements, encumbrances, and restrictions identified in the Title Commitment and approved or accepted by Purchaser ("Permitted Exceptions"), upon execution and delivery of the Deed from Seller to Purchaser. Any title endorsements needed to cure an Unpermitted Exception (as defined herein), if required, shall be paid by Seller. Upon Purchaser's request, legible copies of all recorded instruments affecting the Real Estate or recited as exceptions in the Title Commitment shall also be delivered to Purchaser by Seller.

(e) Exceptions to Title Commitment. Within thirty (30) days after receipt of the Title Commitment ("Title Period"), Purchaser shall give Seller written notice (the "Title Notice") of any objections to any exceptions or items contained in the Title Commitment and the standard exceptions set forth in Schedule B of the Commitment (the "Unpermitted Exceptions"). Any exceptions to title set forth in the Title Commitment and not objected to by Purchaser as aforesaid shall be deemed "Permitted Exceptions" hereunder. If Purchaser fails to deliver to Seller its Title Notice prior to the expiration of the Title Period, all matters, exceptions and items disclosed by or set forth in the Survey and Title Commitment shall thereafter be deemed to be additional Permitted Exceptions. If, however, Purchaser timely delivers its Title Notice to Seller, Seller shall have the right, but not the obligation, to attempt to cure such Unpermitted Exceptions within thirty (30) days from the receipt of the Title Notice. Seller shall be deemed to have cured such Unpermitted Exceptions if Seller causes the Title Company to remove, insure or endorse over such Unpermitted Exceptions. If, within the time frame set forth above or such longer period of time agreed to by Purchaser, Seller does not cause the Unpermitted Exceptions to be removed from the Title Commitment or insured over, then a condition to the performance by Purchaser of its obligations hereunder shall be deemed not to have been fulfilled, entitling Purchaser, as its sole right on account thereof to elect either to (1) terminate this Agreement by giving Seller written notice thereof, or (2) accept the conveyance of the Real

Estate subject to such Unpermitted Exceptions, in which case this Agreement shall remain in effect, and such Unpermitted Exceptions shall be deemed "Permitted Exceptions".

(f) Environmental Assessment. Purchaser may conduct, at Purchaser's sole cost and expense, any environmental assessments and/or investigations of the Real Estate, including, but not limited to, a Phase I and Phase II Environmental Site Assessments (hereinafter collectively referred to as the "Environmental Assessments"), to determine that there is no evidence of any contamination of the Real Estate by any hazardous or special wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) and that there are no conditions existing on the Real Estate (as of the date of such assessment and/or investigation) that are unacceptable to Purchaser or which may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Real Estate or Purchaser's intended use of the Real Estate or that require remediation or other curative actions. If it is determined that any environmental remediation and/or clean-up of the Real Estate is necessary and/or Purchaser disapproves of any matters indicated or disclosed in the Environmental Assessment, (a) Seller and Purchaser may enter into a separate agreement which addresses the remediation of the Real Estate and the costs therefor, or (b) Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period. Any environmental investigations of the Real Estate conducted or caused to be conducted by Purchaser and all reports therefore or related thereto shall remain the possession of Purchaser at all times and may only be relied upon by Purchaser.

(g) Litigation and Representations. As of Closing, no action or proceeding before a court or other governmental agency or officer shall be pending and/or threatened that would impair, in a material manner, the value of the Real Estate or Seller's or Purchaser's ability to undertake and/or complete the transaction contemplated by this Agreement or Purchaser's intended use of the Real Estate. As of Closing, Seller's representations, warranties, and covenants set forth hereinafter in Section 10 shall be true and accurate.

Nonperformance. In the event that one or more of the conditions set forth in Section 8 above are not timely and/or completely satisfied within the time frames set forth therein, in Purchaser's sole discretion, or waived by Purchaser, and Purchaser notifies Seller of such prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement and all of its obligations hereunder by written notice to Seller, in which event Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement.

Representations of Seller. Seller covenants, represents, and warrants to Purchaser that, both as of the Effective Date and as of the Closing Date:

- (a) Seller has good, indefeasible, and marketable fee simple title to the Real Estate, subject to no Encumbrances other than the Permitted Exceptions;
- (b) This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with

its terms, and this Agreement does not violate any other agreement, oral or written, which may exist with respect to the Real Estate;

(c) Seller has the full right, power, and authority to enter into this Agreement and to consummate the transaction contemplated herein;

(d) Seller has not received any written notice and is not otherwise aware of any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health law, ordinance, order, or regulation or any other federal, state, or local law, ordinance, order, or regulation affecting the Real Estate;

(e) There is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Real Estate, or any portion thereof, by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality;

(f) No condemnation or other taking by eminent domain of the Real Estate or any portion thereof has been instituted, Seller has not received any notice of taking or condemnation or intent to take or condemn all or any portion of the Real Estate, and there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting or relating to the Real Estate or any portion thereof or its use;

(g) Seller has not engaged in any activity, nor has it taken or failed to take any action, which has resulted in the violation of any federal, state, or local or other law, statute, rule, regulation, ordinance, requirement, or common law duty or obligation that may be reasonably expected to cause a material adverse effect on the Real Estate;

(h) At Closing, there will be no unsatisfied loans or other Encumbrances with respect to or against the Real Estate or appearing on the Owner's Title Policy, except for Permitted Exceptions;

(i) No work has been performed or materials furnished by or on Seller's behalf or request on or with respect to the Real Estate which could give rise to a mechanic's or materialmen's lien against the Real Estate;

(j) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief laws contemplated by or pending or threatened against Seller or the Real Estate;

(k) No underground or above-ground storage tank(s) is or has ever been located on the Real Estate;

(l) Seller has not caused or permitted any Hazardous Material (as hereinafter defined) to be discharged, released, stored, used, generated, treated, remediated, and/or disposed of on, under, or at the Real Estate or any part thereof in violation of any Environmental Laws (as hereinafter defined), and Seller has no knowledge of any such violation of any Environmental Laws with respect to the Real Estate;

(m) No fact or condition exists which would result in the termination of any existing sewer or other utility facilities serving the Real Estate;

(n) Seller is not aware of any latent material defects in the electrical, water, storm drainage, or sanitary sewer systems of, at or serving the Real Estate;

(o) No assessments have been made against the Real Estate that are unpaid, whether or not they have become liens, and Seller has not received notification of any pending or threatened assessments with respect to the Real Estate for the cost of any improvements to the Real Estate or any portion thereof; and

(p) There are no leases, options to purchase or lease, or contracts to purchase, with respect to the Real Estate or any portion thereof, except as provided in this Agreement.

Assignment. Purchaser may assign this Agreement, or any of its rights hereunder, to the Town of Bristol, Indiana or any department or agency thereof, or to any third party controlling, controlled by, or under common control with, Purchaser, without Seller's prior consent; provided that any such assignment or designation by Purchaser shall be subject to such assignee's assumption in writing of all of Purchaser's obligations hereunder. Purchaser shall not otherwise assign this Agreement or any of its rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Operation; Risk of Loss; Damage and Condemnation. Between the Effective Date and Closing, Seller shall (a) operate the Real Estate in all material respects in the same manner in which Seller operated the Real Estate prior to the Effective Date, including, but not limited to, keeping the Real Estate fully insured, and (b) maintain the Real Estate in its present condition and deliver the Real Estate at Closing pursuant to Section 6 herein. Seller shall bear all risk of loss, destruction, and damage to all or any portion of the Real Estate and to persons or property upon the Real Estate prior to Closing. If at any time after the Effective Date, (i) the Real Estate or any portion thereof shall be damaged or destroyed, (ii) the Real Estate shall be condemned, in whole or in part, or (iii) any notice of condemnation shall be given, then Seller shall promptly notify Purchaser of the happening of such event and Purchaser, at its sole option, may terminate this Agreement by written notice to Seller or proceed with Closing. In the event that Purchaser elects to terminate this Agreement, Purchaser and Seller shall no longer have any obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement. If Purchaser elects to proceed with Closing, then Purchaser may accept an assignment of the proceeds of any condemnation award granted to or any insurance policy held by Seller or apply the same to reduce the Purchase Price.

Prior Liabilities. Purchaser expressly shall not assume any liabilities or responsibilities in any way arising from or in connection with the Real Estate prior to the Closing Date, including but not limited to any liabilities arising from Seller's ownership of the Real Estate and/or arising under any and all federal, state and local statutes, laws, regulations, ordinances, orders, policies or decrees and the like, whether now existing or subsequently enacted or amended, relating to public health or safety, pollution or protection of human health or the environment, including natural resources, including but not limited to the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C.

§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., and any similar and implementing federal, state and local laws, regulations and court and administrative orders, including all consent orders (collectively, the “Environmental Laws”) which govern (a) the existence, clean-up, removal and/or remedy of contamination or threat of contamination on or about or emanating from the Real Estate, (b) the emission or discharge of Hazardous Materials (as defined herein) or contaminants including, but not limited to, polychlorinated biphenyls, gasoline, oil, diesel fuel or other petroleum products or constituents thereof into the environment, (c) the control of Hazardous Materials or contaminants, (d) the use, generation, transport, treatment, storage, disposal, removal, recycling, handling or recovery of Hazardous Materials, (e) the existence, clean-up, removal and/or remediation of any asbestos, or (f) the installation, existence, maintenance, monitoring, removal, or remediation arising from any underground storage tanks or above ground storage tanks (hereinafter collectively referred to as the “Prior Liabilities”). “Hazardous Materials” shall mean any substance, pollutant, contaminant, material, water, gas or particulate matter which is regulated by local, state or federal governmental authority including, but not limited to, any material or substance which is (i) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous water under any provision of an Environmental Law, (ii) petroleum and petroleum products, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the CWA, (vii) defined as a “hazardous waste” pursuant to Section 1004 of RCRA, or (viii) defined as a “hazardous substance” pursuant to Section 101 of CERCLA.

Authority. Each of the persons executing this Agreement on behalf of Purchaser and Seller represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Purchaser and Seller, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by, and this Agreement is the legal, valid, and binding obligation of, Purchaser and Seller, respectively.

Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; or (c) delivered by receipted overnight delivery service, as follows:

If to Seller:

Donna Free
1920 Yuma Avenue
Elkhart, IN 46516

If to Purchaser:

Bristol Redevelopment Commission
303 E. Vistula Street
Bristol, IN 46507
Attention: President

With a copy (which shall not constitute notice) to:

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

or such substituted address or person as either party has given to the other in writing. All such notices, requests, and other communications shall be effective upon the earlier of actual receipt or (i) if delivered by hand, when delivered; (ii) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; and (iii) if delivered by overnight express delivery service, on the next business day after deposit with such service.

Remedies. Seller agrees that money damages are not an adequate remedy for Seller's default or breach of this Agreement, and therefore Purchaser shall have, in addition to any other remedies provided for herein, the remedy of specific performance to enforce the terms hereof. In the event of default hereunder by Seller or a breach of this Agreement by Seller at any time prior to Closing, then the following remedies shall be available to Purchaser: (a) Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller, and Purchaser and Seller shall have no further obligation hereunder to the other party, except for those obligations that expressly survive the termination of this Agreement; (b) Purchaser may elect to seek specific performance of this Agreement; and/or (c) Purchaser may seek any other available remedy at law or in equity. Purchaser's remedies are cumulative and are not mutually exclusive. Seller's sole and exclusive remedy for default or breach of this Agreement by Purchaser; provided that such default or breach by Purchaser shall have remained uncured for thirty (30) days after receiving written notice thereof from Seller, shall be the right to terminate this Agreement by giving written notice of such termination to Purchaser.

Brokers. Seller and Purchaser each represent and warrant to the other that they have dealt with no broker or other person with respect to this Agreement. The parties agree to indemnify and hold harmless one another against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission alleged to be payable because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include the payment of reasonable attorney's fees and court costs incurred in defending any such claim.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Purchaser and its affiliates, officers, directors, employees, shareholders, members, agents, attorneys, and representatives from and against any loss, damage, claim, cost or expense (including, without limitation, reasonable attorneys' fees), liens, or other obligations of any nature whatsoever (collectively, "Losses"), arising out of or based upon any breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement, or any Prior Liabilities.

Entire Agreement. This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

Amendment. This Agreement may not be amended, modified, or supplemented, except by a written agreement executed by both Purchaser and Seller.

Headings. The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or any portion thereof) had never been contained herein.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions, principles, or rules.

Waiver. The parties hereto may, by a writing signed by such waiving party, waive the performance by any other party of any of the provisions to be performed by such party under this Agreement. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

Time. Time for the performance of this Agreement and the obligations of the parties hereunder is of the essence. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which Closing must be held, occurs or expires on a Saturday, Sunday, or federal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

Attorneys' Fees / Jurisdiction. Except as set forth herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and execution of this Agreement. However, in the event litigation is needed to enforce this Agreement, the prevailing party, whether by lawsuit or settlement before or after any lawsuit is filed or any other means (including, but not limited to, mediation or arbitration), shall be entitled to recover its costs, expenses, and reasonable attorneys' fees incurred in the enforcement of this Agreement, including enforcing it as a defense and such suit or proceeding shall be brought in the state courts of Elkhart County, Indiana, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

Review and Consultation. Each of the parties hereto hereby acknowledges and agrees that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such attorneys, accountants, and financial and other advisors deemed appropriate in connection with its respective execution of this Agreement.

Counterparts. This Agreement may be executed in counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Any counterpart hereof signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof. Moreover, the parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN", such party is signing this Agreement electronically; and (b) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

Exclusive Dealing. After the execution of this Agreement and until the termination of this Agreement, if and as applicable, Seller shall not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, enter into a proposal, option, or purchase agreement with or in any manner encourage, discuss, accept, or consider any proposal, of any other party relating to the purchase of the Real Estate, in whole or in part.

Confidentiality. Seller and Purchaser agree that the terms and conditions of this Agreement shall not be disclosed by either party to any other person or entity other than their respective legal counsel, accountants, local units of government or agencies mentioned herein, and other advisors, or to any person or entity that a court of competent jurisdiction would so order in the normal course of business, prior to Closing without the prior written consent of the other party. Seller and Purchaser each covenants and agrees that any attorneys, accountants, and other advisors to whom the terms of this Agreement are communicated shall be obligated in like manner not to communicate the terms and provisions hereof to others.

(Signature Page Follows)

IN WITNESS WHEREOF; the parties hereto have executed this Real Estate Purchase Agreement to be effective as of the Effective Date.

SELLER:

Donna Free

PURCHASER:

**BRISTOL REDEVELOPMENT
COMMISSION**

By: Cathy Burke
President Cathy Burke

ATTEST:

Gregg Toholski
Secretary Gregg Toholski

EXHIBIT A
DEPICTION OF LAND

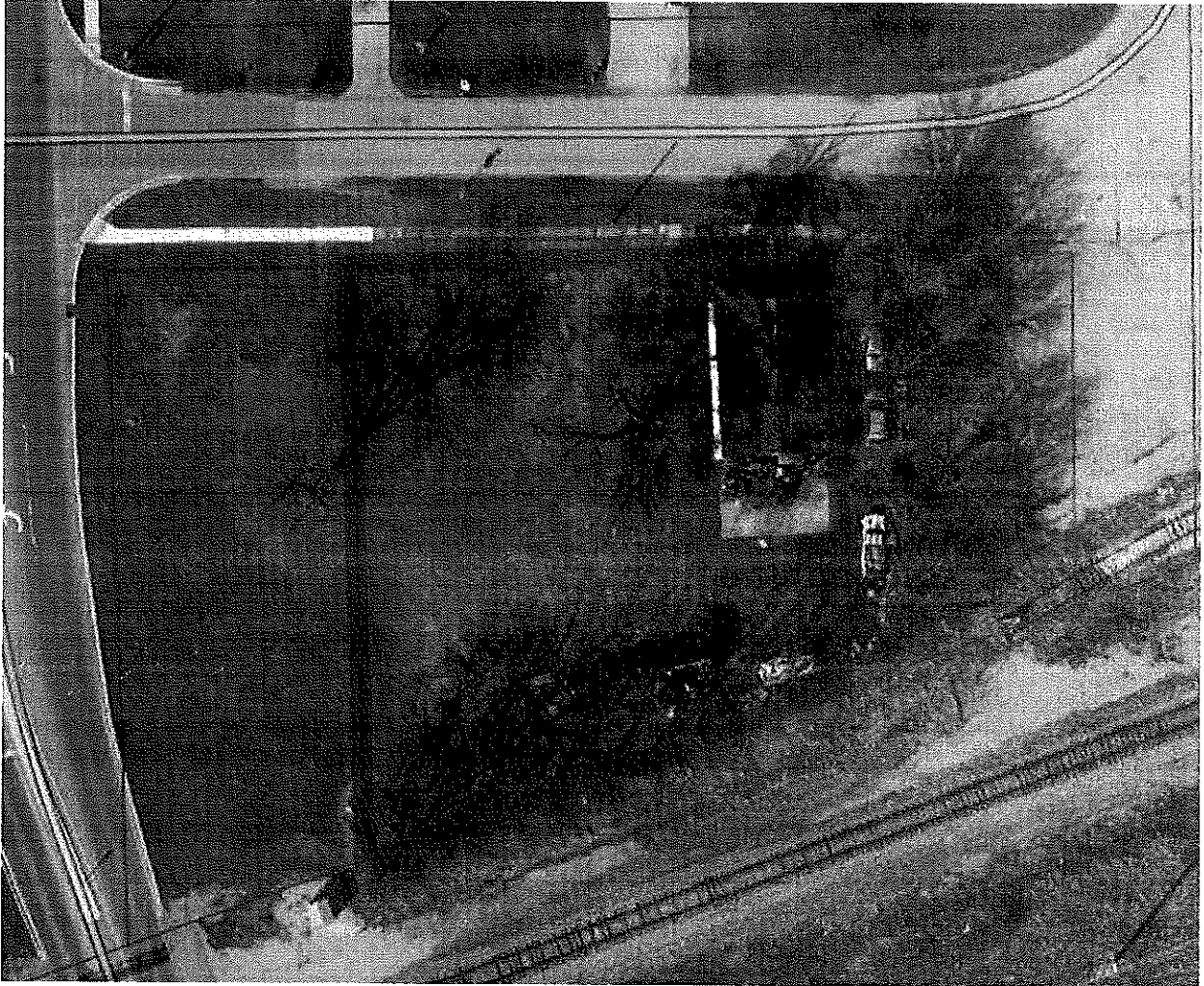


EXHIBIT B

LEGAL DESCRIPTION OF LAND

Lots numbered ten (10) and eleven (11) in Hansford's addition to the Town of Bristol, Elkhart County, Indiana.



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 C

Section 9, Item e.

2023 Pay 2024

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 Utilimaster Division - The Shyft Group USA, Inc.						County Elkhart		
Address of Taxpayer (number and street, city, state, and ZIP code) 603 Earthway Blvd., Bristol, IN 46507						DLGF Taxing District Number 031		
Name of Contact Person Jasmine Purcell				Telephone Number (574) 848-2047		Email Address jasmine.purcell@theshyftgroup.com		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body Town of Bristol				Resolution Number 5-4-12B[R]		Estimated State Date (month, day, year) 1/1/2013		
Location of Property 603-605 Earthway Blvd., Bristol, IN 46507						Actual Start Date (month, day, year) 1/1/2013		
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. Paint line equipment: centralized control systems, air make-up units, combi-lift; truck body lineside tools, jigs & fixtures ;various office equipment.						Estimated Completion Date (month, day, year) 12/31/2013		
						Actual Completion Date (month, day, year) 12/31/2013		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1			ACTUAL	
Current Number of Employees								
Salaries								
Number of Employees Retained								
Salaries								
Number of Additional Employees				85			1,329	
Salaries				1,602,000			50,631,271	
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 950,000	\$ 285,000	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 950,000	\$ 285,000	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 3,171,000	\$ 1,470,000	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 3,171,000	\$ 1,470,000	\$	\$	\$	\$	\$	\$
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 				Title Director of Tax			Date Signed (month, day, year) 3/7/2023	

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS: (IC 6-1.1-12.1-5.9)**

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.	

Bristol Police Department
February 2023

Traffic Enforcement:	Citations: 71
	Warnings: 66
Calls for Service:	353
Calls:	236
Vehicle Crashes:	Property Damage: 6
	Personal Injury: 0
	Fatal: 0
	Leaving Scene: 1
Criminal Enforcement:	Cases Taken: 52
	Cases closed by arrest: 11
	OWI: 2 Felony: 0
	Poss. Drugs and/or Paraphernalia: 6
Junk & Abandoned Vehicles:	Tagged: 2
Impounded Vehicles:	Fixed or Removed: 0
	11
Miles Driven:	9,352

Criminal Enforcement: February brought us several investigations, having investigated 52 cases and 11 of those cases were closed by immediate arrest. We had 1 fraud, 3 thefts, 2 OWI's, 4 possession of marijuana, 1 possession of methamphetamines, 6 warrant arrests, 2 resisting law enforcement, 1 strangulation and 2 CHINS. 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 7 vehicle crashes. Officers issued 71 traffic citations, addressing speed, signal and sign violations. There were 9 of our citations that were for driving while license suspended or never receiving a license. They also issued 66 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

Elkhart County Public Safety Communications Center

Number Of Calls Report by Department

Section 10, Item b.

First Date: 02/01/2023

Jurisdiction: ECC

Last Date: 02/28/2023

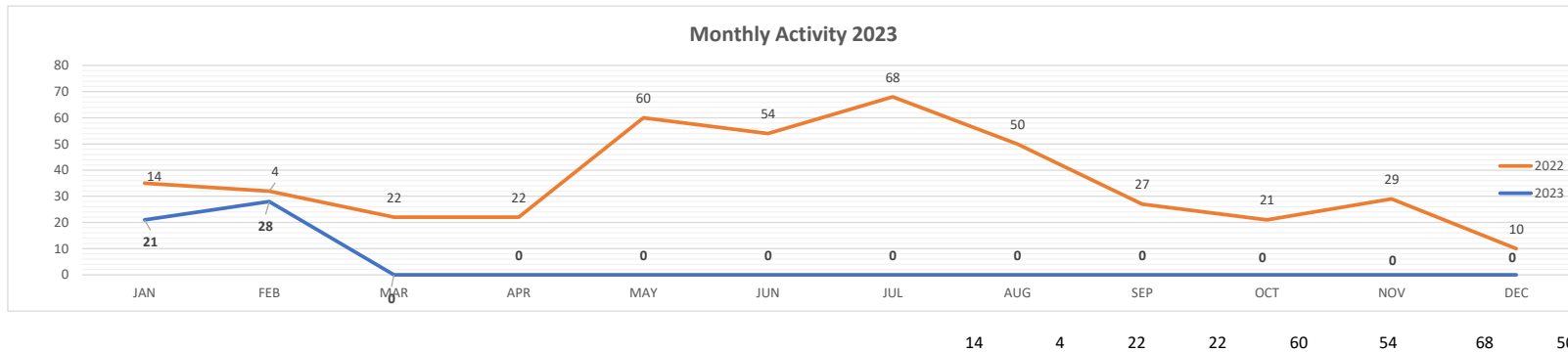
Department		Number
1	4	236
Total:		236

Code Enforcement Dashboard 2023

Section 10, Item c.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2023	2022	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Scoring Value																					
Abandoned & Junk Vehicles (Property)	6	2	0	0	0	0	0	0	0	0	0	0	8	51	8	0	0	0	4	1	3
Abandoned & Junk Vehicles (Street)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Animals	1	1	0	0	0	0	0	0	0	0	0	0	2	16	2	0	0	0	1	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	101	0	0	0	0	0	0	0
Illegal Parking	10	1	0	0	0	0	0	0	0	0	0	0	11	121	11	0	0	0	10	0	1
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Litter & Dumping	0	18	0	0	0	0	0	0	0	0	0	0	18	4	18	0	0	0	17	1	0
Loud Noise or disturbing the peace	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Nuisance issues	1	1	0	0	0	0	0	0	0	0	0	0	2	20	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	0	1	0	0	0	0	0	0	0	0	0	0	1	3	1	0	0	0	1	0	0
Trash on property	0	1	0	0	0	0	0	0	0	0	0	0	1	19	1	0	0	0	1	0	0
Trees & Bushes	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0
Weeds & Rank Vegetation	0	0	0	0	0	0	0	0	0	0	0	0	0	19	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	4	1	0	0	0	1	0	0
Other	2	3	0	0	0	0	0	0	0	0	0	0	5	10	5	0	0	0	5	0	0
TOTAL	21	28	0	0	0	0	0	0	0	0	0	0	49	381	49	0	0	0	42	2	4

Citizens' complaints	2	4	0	0	0	0	0	0	0	0	0	0	6
Code enforcement officer	19	24	0	0	0	0	0	0	0	0	0	0	43



2023 Bristol Police Department Vehicle Purchase				Deficit	Surplus
Dealer Name		2023 Police Interceptor AWD V6			
Bid 1	Andy Mohr Ford, Inc	\$47,016.25	See Quote		
2023 appropriated amount for vehicle purchase		\$40,000.00		-\$7,016.25	
Outfitter Name		2023 Police Interceptor AWD V6			
Bid 1	R&B Sales	\$12,203.06	See Quote		
2023 appropriated amount for equipment in vehicle		\$15,000.00			\$2,796.94
Net Difference				<u><u>-\$4,219.31</u></u>	Additional appropriation from Public Safety LIT

PYROTECNICO FIREWORKS, INC.

Section 11, Item a.

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

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 15, 2023 (Bristol Homecoming Festival of 2023)** (the "Display Date" **July 16, 2023** "Rain Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of **\$16,445.00** (the "Contract Price" includes \$75.68 permit fee) due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$2,531.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$6,623.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$8,260.00.**

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

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

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

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

PYROTECNICO :

CUSTOMER:

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

By (sign) : _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email : _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the Bristol Municipal Complex, 303 E Vistula, at 7:00p.m., on the 6th of April, 2023.

Increase:			
Fund 2410 ARP	\$196,258.90	2410-001-421	water/sewer infrastructure
Fund 2240 Public Safety LIT	\$ 4,219.31	2240-001-440	towards 2023 police vehicle
Fund 2545 Redevelopment givebacks	\$ 7,000.00	2545-001-315	Economic Development promo
Grand total:	\$207,478.21		

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: March 16, 2023
Cathy Antonelli, Clerk-Treasurer
(Fiscal Officer)



BRISTOL FIRE DEPARTMENT

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



Section 12, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

March 2023 Operations Report:

We responded to 106 emergency calls in February.

Consisting of

3 Structure fires, 11 Misc. Assistance Calls, 3 Fire Alarms, 3 Gas Leaks, 1 Hazardous Materials Incident, 81 Ambulance calls, 4 Motor Vehicle Crashes

493 Responses for January

Staffing:

We have hired 3 people to fill fulltime positions.

Our first hire Gage Wiles. He is a State of Indiana Certified Firefighter. He is also State of Indiana Hazardous Materials certified. He is currently in EMT class and will graduate in June. He currently resides in Elkhart. Gage started with us as a volunteer and we are excited to have him as a fulltime member. His first day was Monday March 13, 2023.

Next, we have Jacob Kuiper. He is a State of Indiana Certified Firefighter, Hazardous Material certified, and EMT certified. He is currently in Advanced EMT school and will graduate in June. He lives in Niles with his Fiancée'. He comes with 10 plus years of experience. His first day is going to be March 27, 2023.

Next, we have Claire Williams. She is a State of Indiana Licensed Paramedic. She resides in Elkhart. She comes with 3 years of EMS experience and are very excited for her to start. Her first day is March 27, 2023.

With hiring these three new staff, that leaves us one open position to fill.

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