# OCTOBER 19, 2023 TOWN COUNCIL REGULAR MEETING FOLLOWING RDC MEETING

Thursday, October 19, 2023 at 7:00 PM

Council Chambers – Bristol Municipal Complex and Via Zoom

## AGENDA

This meeting can be accessed via Zoom. The Bristol Municipal Complex is open for in-person participation.

**JOIN ZOOM MEETING**

**https://us02web.zoom.us/j/2011667863?pwd=ZkJGK2ZMcTZGNHBCaW9adUgvdUtYZz09**

**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**
6. **APPROVAL OF MINUTES**
7. **PRIVILEGE OF THE FLOOR (AKA Public Comment)**
   - **a.** Please state your name and address

**REPORTS**

8. **TOWN MANAGER**
   - **a.** 2nd business sign quote for Commerce Drive
   - **b.** Ken Jones Sr - misc. items for Council action
9. **CLERK-TREASURER**
   - **a.** Adoption of Ordinance No. 10/19/2023-23 $80,000 additional appropriation (General Fund 1101-001-316 Contractual Services)
10. **TOWN MARSHAL**
    - **a.** Reports
11. **FIRE CHIEF**

a. October report

**12. PARK BOARD**

**13. TOWN ATTORNEY**

a. Resolution 10-19-2023-24 Approving purchase of Howard property

b. HTIW petition for voluntary annexation

c. Public Hearing on HTIW voluntary annexation

**14. NEW BUSINESS**

**Street department pickup truck sold at auction for $1,800**

**15. TOWN COUNCIL DISCUSSION ITEMS**

**a.** Doug DeSmith

**b.** Andrew Medford

**c.** Cathy Burke

**d.** Gregg Tuholski

**e.** Jeff Beachy

**NEXT MEETINGS:**

**November 2 Council meeting**

**a. St Joe River Basin request for Monsanto settlement funds**

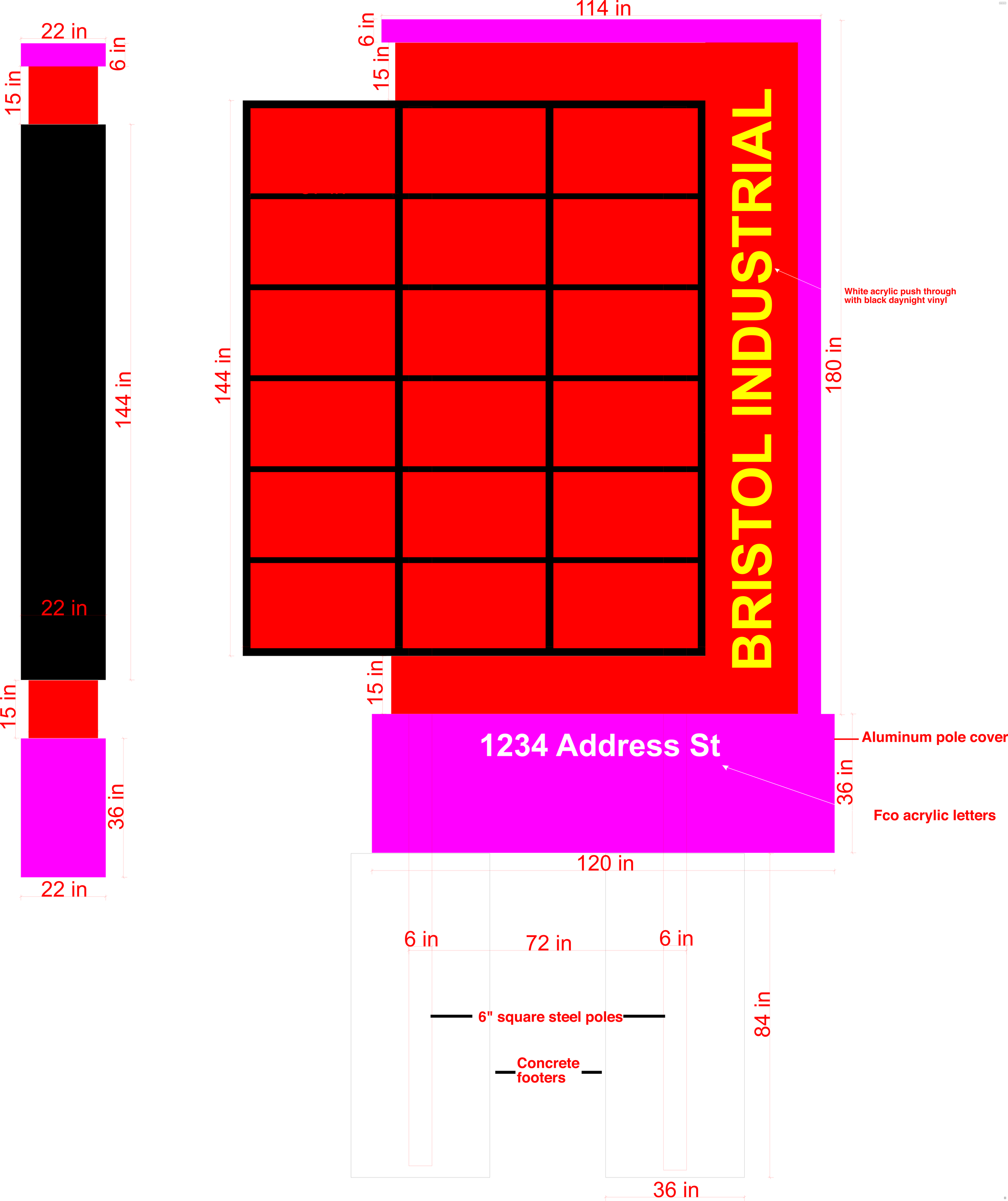
**b. Baker Tilly comprehensive financial plan presentation**

**c. LT Aluminum tax abatement**

**November 14 work session**

**a. JPR system development charge for wastewater and water**

**16. MOTION TO ADJOURN**


22 in
6 in
15 in
144 in
22 in
15 in
36 in
22 in
114 in
6 in
15 in
144 in
BRISTOL INDUSTRIAL
180 in
White acrylic push through
with black daynight vinyl
15 in
1234 Address St
Aluminum pole cover
36 in
Fco acrylic letters
120 in
6 in
72 in
6 in
6" square steel poles
84 in
Concrete
footers
36 in

"Our Signs Mean Business"
400 N. Main St.• Goshen, In 46528 • 574-533-8585 Fax 574-533-4575

Oct 9 2023

Bristol Industrial

Re: New multi tenant sign

attn: Jessica

# Quotation

## CONTRACTOR AGREES TO PERFORM THE FOLLOWING:

To manufacture 1- 10' x 12' x 22" deep sign.
Sign to be internally lit with led lighting.
Sign to have 1 1/2" divider bar.
Sign to have flat poly carbonate faces.(this does not include graphics on the faces).
Sign to be painted with Matthews automotive grade paint.

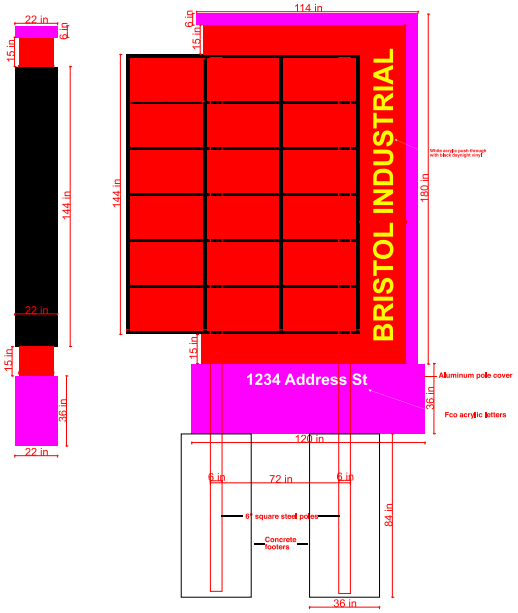
To manufacture 1- 9'6" x 15' acrylic push through custom shape sign.
Sign to have an aluminum angle frame wrapped with .080 sheet aluminum.
Acrylic push through letters to have black perf daynight vinyl.
Sign to be internally lit with led lighting.
Sign to be painted with Matthews automotive grade paint.

To manufacture 1- 10'x3' aluminum pole cover.
Pole cover to have a 1/12" aluminum angle frame.
Frame to be wrapped with .080 sheet aluminum.
Pole cover to be painted with Matthews automotive grade paint.

To auger 2- 3'x7' holes
To install 2- 6" square steel posts in the foundation and fill with concrete.

To install the sign.

CUSTOMER TO HAVE POWER RAN TO THE SIGN.




The price for the above stated work would be $45,735.20.(this does not include tax).
THE ONLY EXTRA IS THE PERMIT AT COST.

Notes: - All work done by Premiere signs carries a full 2 year warranty on parts and labor excluding acts of god, vandalism, and damage done by others.
Terms;-Standard 50% down payment balance due 30 days after completion.

Quoted By Brent Holdeman Date 10/9/2023

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above specified. Payment to be due in full no more than 30 days from completion of work unless otherwise stated above. A 1.5% interest charge per month will be incurred for any balance of 30 days or more. Any or all signs are the property of Premiere Signs until such is paid in full.

Accepted By _____ Date _____

BRISTOL PARK FOR INDUSTRY
EMBER
BRISTOL TOOL & DIE
Collins & Company
COMPLETE FLOORING / RETAIL SHOWROOM
CUSTOM FORMULATING & BLENDING, INC.
U.S CARGO
HAULIN
CARGO TRAILER DIVISION OF
FOREST RIVER
BayBridge MFG
Alliance Aluminum Products, Inc.
Satellite
Satellite Suites
myers INDUSTRIES
Ameri-Kart
TALON PRODUCTS
reschcor
COMMERCE DR
STOP

Hayes Design Co.

# Town of Bristol IN - Industrial Park Signage

**Town of Bristol IN**
303 East Vistula Street
Bristol, IN 46507
United States

**Jeff Beachy**

**Mike Yoder**
mikeyoder@bristolindiana.org
574-298-3331

Reference: 20230919-122724324
Quote created: September 19, 2023
Quote expires: October 4, 2023

**Hayes Design Co.**
1247 Mishawaka Ave

South Bend, IN 46615
United States

**Prepared by: Olivia Hayes**

olivia@hayesdco.com

| | |
|---|---|
| **Total** | **$80,220.78** |

## Products & Services

| PRODUCTS & SERVICES | SKU | QUANTITY | PRICE | LINE DESCRIPTION |
|---|---|---|---|---|
| Bristol Industrial Park Monument Sign | | 1 | $80,220.78 | Double-sided monument sign<br>Internally lit with LED<br>Concrete base<br>17'2" x 15'2" |

| SUMMARY | |
|---|---|
| One-time subtotal | $80,220.78 |

| | |
|---|---|
| **Total** | **$80,220.78** |

**Comments**

Location: NE corner of Mottville Rd and Commerce Dr in Bristol, IN

**Purchase terms**

Hayes Design Co **LLC. – TERMS AND CONDITIONS**

1. **DISPLAY DESIGN**. It is mutually agreed that the original design of the Display which is the subject of this Agreement is the exclusive property of Seller and that the Customer has no right to use or reproduce this design for other displays or other uses unless so stated herein. All artwork provided by Customer shall remain Customer's property. If Seller, must bring suit to enforce this provision, Customer acknowledges that Seller shall be entitled to monetary damages and injunctive relief and Customer agrees to pay the court costs and attorney's fees incurred by Seller to enforce this provision.

2. **PAYMENT, PENALTIES, AND ATTORNEY'S FEES**. All payments shall be made to Seller within 30 days upon project completion and Customer's receipt of invoice. Any payment not received by Seller within ten (10) days of its due date shall result in a default of this Agreement and shall incur a monthly penalty of 2% of the purchase price per month until paid. Customer shall be liable for Seller's reasonable attorney's fees and expenses incurred as a result of any default of this Agreement.

3. **TITLE**. Ownership of the Display shall remain with Seller until all of the payments are made and all of the terms and conditions contained herein are performed fully by the Customer. Upon full performance of all of the terms and conditions by Customer, Seller shall deliver to Customer a good and sufficient Bill of Sale to the Display.

4. **DEFAULT**. The following events shall be considered a default by the Customer under the terms of this Agreement.

A. A breach by Customer of any of the terms or conditions contained herein, including failure to make a payment when due;

B. The institution of any bankruptcy or insolvency proceedings by or against Customer;

C. An assignment by Customer for the benefit of creditors;

D. The appointment of a receiver to take possession of the business of the Customer;

E. The discontinuance of business by Customer in the premises where the Display is located, or notification to Seller of Customer's intention to discontinue such business. Upon Customer's default, Seller, at Seller's sole option, may accelerate the entire balance owing under this Agreement, and immediately take possession of the Display. Customer shall still be liable to Seller for all delinquent installments due under this Agreement.

F. Any other event of default by Customer.

5. **REMOVAL OF DISPLAY**. The Display shall at all times be deemed personal property, and shall not, by any reason of attachment or connection to any reality, become or be deemed, a fixture or appurtenance to such realty and shall at all times be sever able there from, and shall be and remain at all times the property of Seller, free from any claim or right of Customer, except as specifically set forth in this Agreement. Seller shall have the right to enter the premises upon which the Display is located at all times to inspect and/or remove the same.

6. **DELIVERY OF PERFORMANCE**. Seller shall commence construction of the Display and prosecute the work thereon with due diligence until completion. All obligations to be performed by Seller shall be subject to delay or failure resulting from incidents, forces, conditions, or circumstances beyond Seller's control.

7. **WAIVER OF BREACH**. Time and the punctual performance of each of the terms of this Agreement are the essences of this Agreement, except as otherwise expressly provided herein. No waiver by either party hereto of the non-performance or any breach of the terms of this Agreement shall be construed to be a waiver of any subsequent non-performance, breach, or default.

8. **INUREMENT**. All of the terms of this Agreement shall be binding upon the successors, assigns, and legal representatives of the respective parties herein.

9. **ASSIGNMENT**. Customer shall not assign, sub-let or transfer any portion of this Agreement, without the express prior written consent of Seller, and any breach of the terms of this paragraph shall constitute a default of the Agreement.

10. **AGREEMENT IS NOT A CONSUMER CREDIT TRANSACTION**. The parties hereto agree that this transaction is a business transaction and not subject to any Consumer Commercial/Credit Code unless otherwise required by law.

11. **PURCHASER'S LIABILITY**. Customer is liable for errors in plans, designs, specifications, or drawings furnished by Customer or for defects caused thereby in the construction and installation of the Display.

12. **PRICE QUOTES**. The prices quoted herein for installation of the Display are subject to revision where excess rock or unforeseeable foundation, building or job conditions are encountered. Prices quoted assume work being done on site during normal business hours, Monday through Friday, unless otherwise noted. Disposal of all existing signs, unless otherwise stated in writing herein, is not included.

13. **ACCEPTANCE OF AGREEMENT**. The Sales Agreement including these Terms and Conditions ("Agreement") is subject to final approval and execution by a manager or corporate officer of Seller, and until such execution, shall not be enforceable against Seller. This Agreement constitutes the entire understanding of the parties hereto, and there are no prior writings, verbal negotiations, or other representations or agreements between the parties hereto, which are not expressed herein. All modifications to this Agreement shall be made in writing, signed by the parties hereto, and attached to this Agreement, to be enforceable.

14. **SEVERABILITY**. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction located in the State of Indiana, then such provision shall be modified to the least extent possible and necessary, and after such modification, this Agreement shall remain in full force and effect to the fullest extent permitted by law.

15. **OTHER SPECIFICATIONS**. Customer shall bring and hook up feed wires of suitable capacity, voltage regularly and approved type, to the Display, along with the communication system, and shall pay for all electrical energy used by the Display, and shall be responsible for the supply thereof, Customer shall provide all necessary reinforcements to the building on which the Display is installed. Seller shall have no responsibility or liability for landscaping repair, including sprinkler system repair or replacement, and the same is/are not included as a part of this Agreement. Building wall refinishing or remodeling is also not included. The customer shall provide proper access to work areas to permit the installation of the Display. Stamped professional engineer certification is not included. The customer is responsible to gain consent and necessary approvals from building and property owners, if applicable.

16. **MISCELLANEOUS**. Any alteration or deviation from the above specifications involving extra costs will be added to the contract price of this Agreement. The customer is responsible for presenting and obtaining approval of the project to any property owner or landlord. Production begins from the time we have an approved permit issued. Municipal permits are invoiced at cost to Customer and added to the final invoice. Procurement fees may apply.

17. **WARRANTIES, EXCLUSIONS AND DISCLAIMERS OF WARRANTIES, INDIRECT, OR CONSEQUENTIAL DAMAGES**. All material for the [illegible] guaranteed to be as specified. All work will be completed in a good and workmanlike manner, according to standard practices of the industry. Seller warrants the Display against defects due to workmanship or materials for a period of one hundred and eighty (180) days after installation of Display, excluding vandalism and storm damage. Ballasts and transformers will carry a one year warranty on the component only, not the replacement labor. SELLER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND IMPLIED WARRANTIES (including but not limited to FITNESS and/or MERCHANTABILITY), EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE SERVICES AND THE DISPLAY, OR ANY OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, INCLUDING THE CONDITION, FITNESS, THE CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL SELLER BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR PENALTIES, ANTICIPATED PROFITS, LOSSES OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SAID PARTY HAS BEEN ADVISED OF POSSIBLE DAMAGES.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

JONES PETRIE RAFINSKI

# MEMORANDUM

**TO:** Mike Yoder
Town Council

**FROM:** Ken Jones, PS

**DATE:** October 17, 2023

**RE:** **Bristol Water Tower Project - Shah Properties**

Enclosed are the requests for funding for the acquisition easement for Shah Properties located at 1667 Commerce Drive and 17196 State Road 120. Shah Properties is not seeking damages only the compensation indicated in Exhibit C.

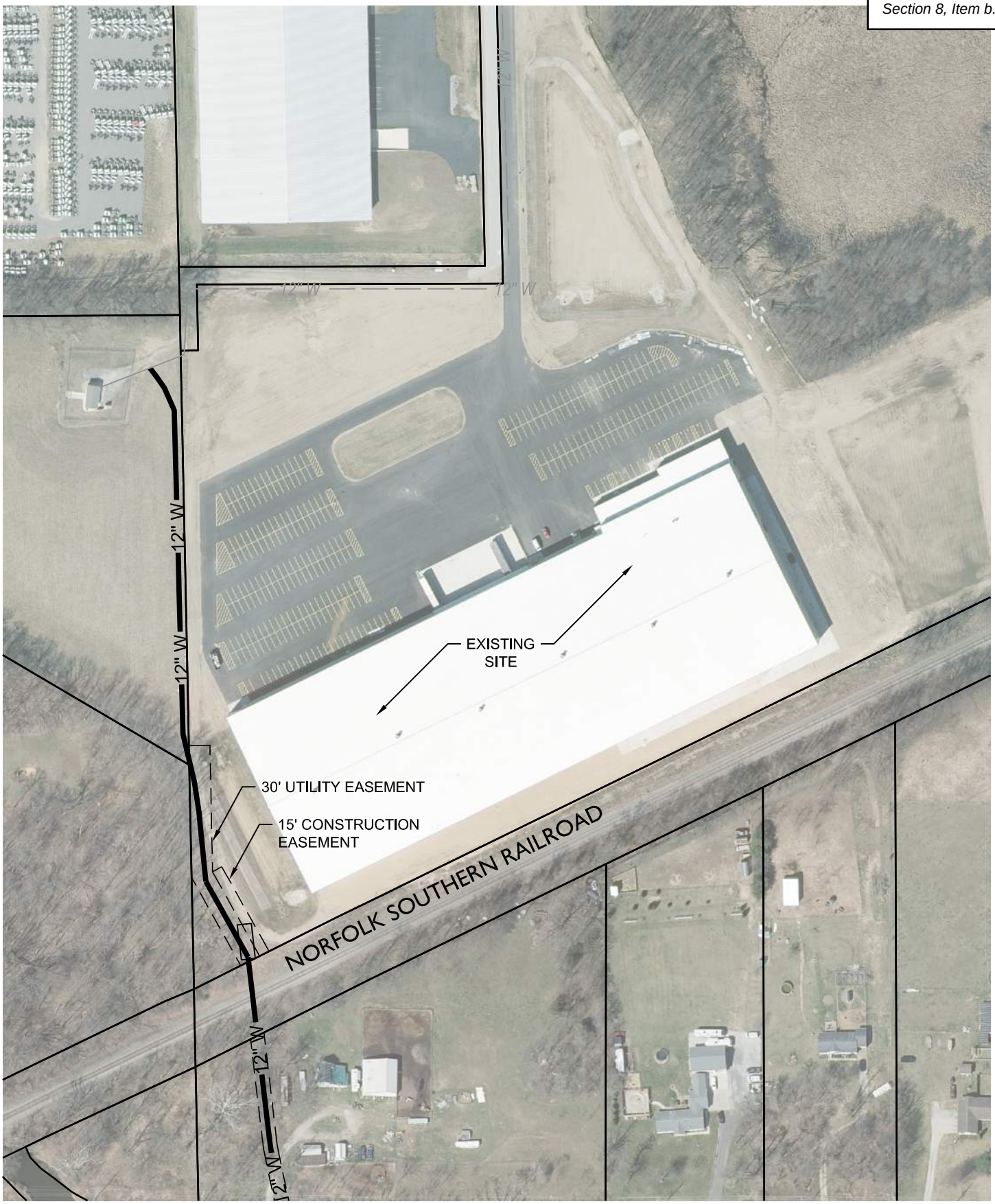
I will be able to discuss this further at Thursday evening's Town Council meeting.

Enclosure(s)

**H:\2023 Projects\2023-0005\05_Coordination\Correspondence\from Ken\2023-10-17 Shah Properties Memo to Mike Yoder and the Town Council.docx**

EXHIBIT A






BRISTOL WATER

FIGURE NO. 1

ACQUISITION SKETCH - AMERIKART

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JONES PETRIE RAFINSKI

Elkhart, IN p: 574.293.7762
South Bend, IN p: 574.232.4388
Fort Wayne, IN p: 260.422.2522

Feet

0 150 300

**Exhibit C**

**TOWN OF BRISTOL**

Method for Establishment of Just Compensation for Lift Station Site Expansion

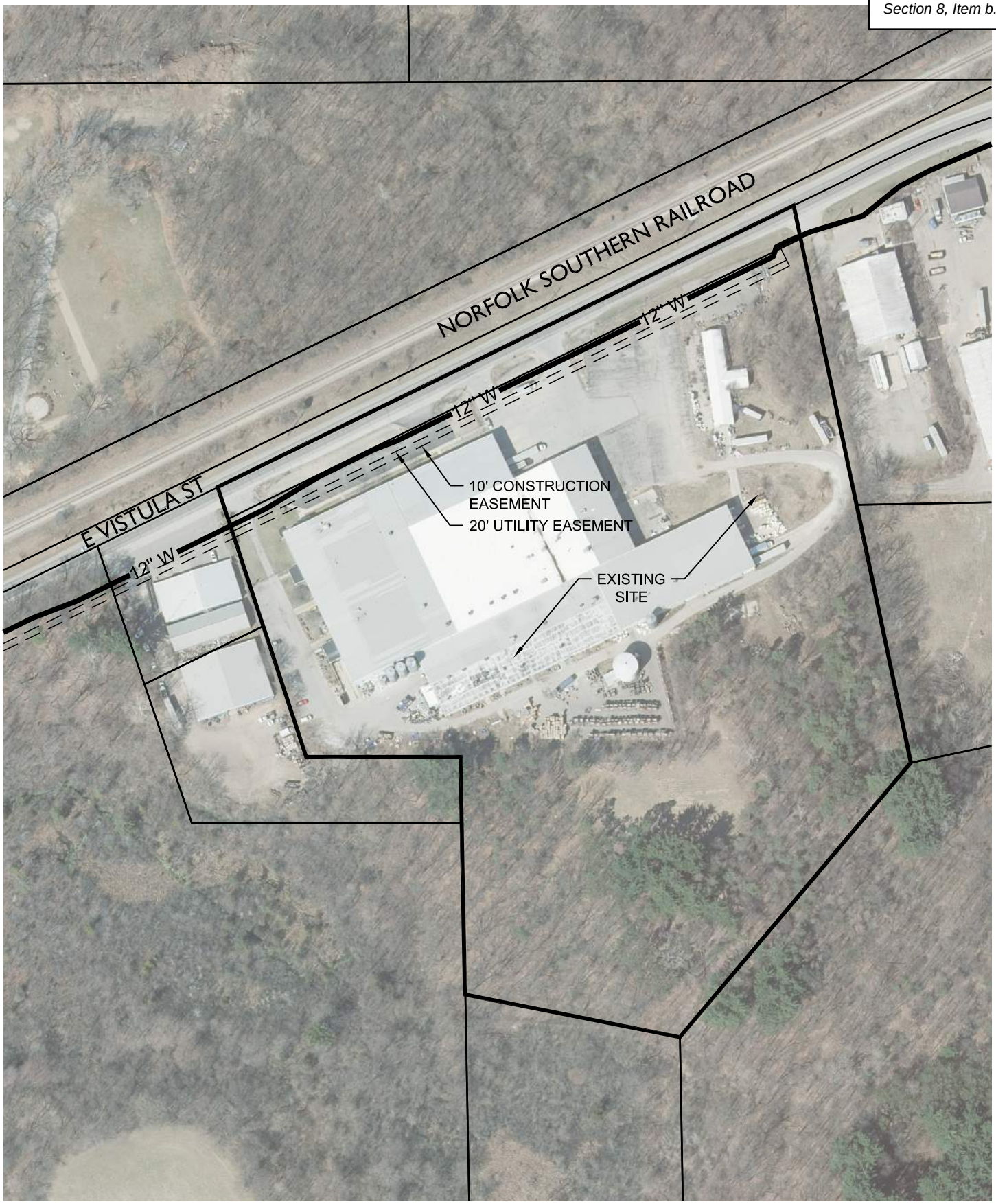
For the subject property, a Market Valuation was prepared using market data and the data from Elkhart County Assessor's Office. The Total Land Value was divided by the Total Land Area to develop a per square foot value for the area needed for the site expansion. Because we are seeking Fee Simple Title, the per square foot value was determined to be 75% of the fair market value. The fair market value has been determined to be $1.49 sft.

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

Property: 2020-09032
Parcel ID: 20-03-24-301-012.000-031
Owner: Ameri-Kart Corporation
Property Address:1667 Commerce Dr., Bristol, Indiana

| | | |
|---|---|---|
| Site area in square feet: | 8,276.40 SFT | |
| Site value per square foot: | $1.11 | 75% FMV |
| Total Value of Acquisition | $9,186.80 | |

EXHIBIT A




BRISTOL WATER

FIGURE NO. 1
ACQUISITION SKETCH - AMERIKART

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JONES PETRIE RAFINSKI
Elkhart, IN p: 574.293.7762
South Bend, IN p: 574.232.4388
Fort Wayne, IN p: 260.422.2522

Feet
0 100 200

# Exhibit C

## TOWN OF BRISTOL

Method for Establishment of Just Compensation for Lift Station Site Expansion

For the subject property, a Market Valuation was prepared using market data and the data from Elkhart County Assessor's Office. The Total Land Value was divided by the Total Land Area to develop a per square foot value for the area needed for the site expansion. Because we are seeking Fee Simple Title, the per square foot value was determined to be 75% of the fair market value. The fair market value has been determined to be $1.15 sft.

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

Property: 2021-11551
Parcel ID: 20-03-26-251-008.000-030
Owner: Ameri-Kart Corporation
Property Address:17196 State Road 120, Bristol, Indiana

| | | |
|---|---|---|
| Site area in square feet: | 10,687 SFT | |
| Site value per square foot: | $.86 | 75% FMV |
| Total Value of Acquisition | $9,190.82 | |

# Ordinance No. 10/19/2023-23

## Additional Appropriation Ordinance

**WHEREAS,** it has been determined that it is now necessary to appropriate more money than was appropriated in the 2023 annual budget,

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

**PASSED AND ADOPTED** by the Town Council of the Town of Bristol, Indiana, on this 19th day of October, 2023.

| Fund # & Name | Amt Req & Approved | Appropriation | Purpose |
|---|---|---|---|
| 1101 / General | $80,000.00 | 1101-001-316 | Contractual Services |
| Grand total: | $80,000.00 | | |

**BRISTOL TOWN COUNCIL**
**TOWN OF BRISTOL, INDIANA**

**By** _____
Jeff Beachy, President

**By** _____
Andrew Medford

**By** _____
Cathy Burke

**By** _____
Doug DeSmith

**ATTEST:**

**By** _____
Gregg Tuholski

_____
Cathy Antonelli, Clerk-Treasurer

# Bristol Police Department
## September 2023

| | | |
|---|---|---|
| **Traffic Enforcement:** | Citations: | **39** |
| | Warnings: | **48** |
| **Calls for Service:** | **505** | |
| **Calls:** | **314** | |
| **Vehicle Crashes:** | Property Damage: | **9** |
| | Personal Injury: | **2** |
| | Fatal: | **0** |
| | Leaving Scene: | **0** |
| **Criminal Enforcement:** | Cases Taken: | **39** |
| | Cases closed by arrest: | **3** |
| | OWI: **0** Felony: **2** | |
| | Poss. Drugs and/or Paraphernalia: 1 | |
| **Junk & Abandoned Vehicles:** | Tagged: | **0** |
| | Fixed or Removed: | **0** |
| **Impounded Vehicles:** | **7** | |
| **Miles Driven:** | **16,852** | |

**Criminal Enforcement:** September brought us several investigations, having investigated 39 cases and 3 of those cases were closed by immediate arrest. Two OWI – Felony arrests, 1 theft, 1 criminal trespass, 1 warrant arrest, 1 resisting law enforcement and 2 criminal trespass, 1 criminal mischief, 1 burglary, 1 criminal recklessness and 1 possession of marijuana. 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 September officers investigated 11 vehicle crashes. Officers issued 39 traffic citations, addressing speed, signal and sign violations. There were 7 of our citations that were for driving while license suspended or never receiving a license. They also issued 48 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES**.

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

Together we can make a better community

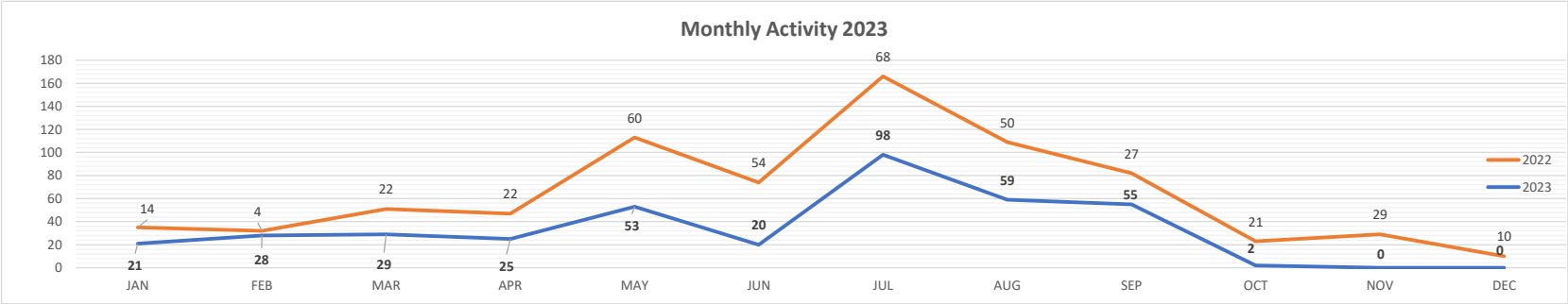
Respectfully,
Michael W. Albin, Marshal

# Code Enforcement Dashboard
## 2023

| Measure / Scoring Value | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Abandoned & Junk Vehicles (Property | 6 | 2 | 0 | 0 | 0 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 15 | 51 | 15 | 1 | 0 | 0 | 14 | 1 | 0 |
| Abandoned & Junk Vehicles (Street) | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Animals | 1 | 1 | 1 | 0 | 1 | 3 | 1 | 0 | 2 | 0 | 0 | 0 | 10 | 16 | 10 | 0 | 0 | 0 | 6 | 2 | 1 |
| 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 | 1 | 22 | 5 | 69 | 33 | 6 | 1 | 0 | 0 | 137 | 101 | 137 | 3 | 0 | 0 | 135 | 0 | 2 |
| Illegal Parking | 10 | 1 | 20 | 12 | 14 | 5 | 10 | 15 | 21 | 1 | 0 | 0 | 109 | 121 | 109 | 5 | 0 | 0 | 108 | 1 | 0 |
| 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 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 21 | 4 | 21 | 0 | 0 | 0 | 19 | 2 | 0 |
| Loud Noise or disturbing the peace | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| Nuisance issues | 1 | 1 | 2 | 5 | 8 | 3 | 4 | 0 | 2 | 0 | 0 | 0 | 26 | 20 | 26 | 5 | 0 | 0 | 24 | 2 | 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 | 2 | 6 | 3 | 1 | 4 | 17 | 0 | 0 | 0 | 34 | 3 | 34 | 9 | 0 | 0 | 34 | 0 | 0 |
| Trash on property | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 3 | 19 | 3 | 0 | 0 | 0 | 3 | 0 | 0 |
| Trees & Bushes | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 1 | 1 | 0 | 0 | 0 | 6 | 10 | 6 | 0 | 0 | 0 | 6 | 0 | 0 |
| Weeds & Rank Vegetation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 19 | 1 | 1 | 0 | 0 | 1 | 0 | 0 |
| Vehicles for sale on grass | 1 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 3 | 0 | 0 | 0 | 7 | 4 | 7 | 0 | 0 | 0 | 7 | 0 | 0 |
| Other | 2 | 3 | 2 | 2 | 2 | 0 | 2 | 4 | 2 | 0 | 0 | 0 | 19 | 10 | 19 | 0 | 0 | 0 | 16 | 3 | 0 |
| TOTAL | 21 | 28 | 29 | 25 | 53 | 20 | 98 | 59 | 55 | 2 | 0 | 0 | 390 | 381 | 390 | 24 | 0 | 0 | 374 | 12 | 3 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Citizens' complaints | 2 | 4 | 5 | 3 | 7 | 3 | 3 | 2 | 3 | 1 | 0 | 0 | 33 |
| Code enforcement officer | 19 | 24 | 24 | 22 | 46 | 17 | 95 | 57 | 52 | 1 | 0 | 0 | 357 |

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Chicken Permits Issued | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 3 |




14 4 22 22 60 54 68 50 27 21 29 10

# Elkhart County Public Safety Communications Center
# Number Of Calls Report by Department



*First Date:* 09/01/2023

*Jurisdiction:* ECC *Last Date:* 09/30/2023

| | Department | Number |
|---|---|---|
| 1 | 4 | 314 |

*Total:* 314

# BRISTOL FIRE DEPARTMENT

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

Nicholas J. A. Kantz Fire Chief James A. Hanes Jr. Assistant Chief

---

**October 2023 Operations Report:**
**We responded to 96 emergency calls in September.**
**396 Responses for September.**

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

**Additional:**
All ladders are scheduled to be tested on October 31st.
The training ground is coming along.
We have started collecting for our Toys for Tots drive. We are accepting any new unwrapped toys as well as monetary donations.

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

RESOLUTION NO. 10-19-2023-24

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 October 19, 2023, the Commission adopted Resolution No. 10-19-2023-23, attached hereto as Exhibit A, to authorize the Commission to acquire distressed real property consisting of 0.2 acres and located at 110 West Vistula Street, Bristol, Indiana (Parcel Number 20-03-27-229-002.000-031) (the "Property"), for the purchase price of _____ Dollars ($_____,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, Indiana, as follows:

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

Section 2. The Council hereby approves Resolution No 10-19-2023-23 in all respects.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption by the Council.

* * * * *

RESOLVED 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

EXHIBIT A

RESOLUTION NO. 10-19-2023-23

(Attached)

# PETITION FOR VOLUNTARY ANNEXATION INTO THE TOWN OF BRISTOL, INDIANA

The undersigned (the "Petitioner") hereby submits this Petition for Voluntary Annexation (this "Petition") into the Town of Bristol, Indiana, a municipal corporation existing under the laws of the State of Indiana (the "Town"), in accordance with Indiana Code § 36-4-3-5.1, as amended, and in support thereof, represents and warrants to the Town as follows:

1. HTIW Properties, LLC, an Indiana limited liability company, is the owner of the real property located at 54567 SR 15, Bristol, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Number 20-03-34-400-001.000-030, as more particularly described in Exhibit A and depicted in Exhibit B each attached hereto and incorporated herein by reference (the "Territory").

2. Petitioner constitutes one hundred percent (100%) of the owners of the Territory and is the true, rightful and complete owner of the Territory as described herein.

3. Petitioner has the authority to execute this Petition and any other documents necessary to effectuate annexation of the Territory into the Town.

4. The Territory is located in Washington Township, Elkhart County, Indiana (the "Township").

5. The land use of the Territory sought to be annexed is currently zoned Agriculture (A-1) and Petitioners will seek to rezone the Territory to General Manufacturing (M-2) following the annexation.

6. Petitioner is not aware of the Township's participation in a reorganization which would prohibit the Town from adopting an annexation ordinance for the Territory.

7. Petitioner has verified that more than one-eight (1/8) of the aggregate external boundaries of the Territory coincides with the corporate boundaries of the Town. (Note: Contiguous means that at least 1/8 of the aggregate external boundaries of the Territory coincides with the boundaries of the Town. In determining if a parcel is contiguous, a strip of land which is less than 150 feet wide connecting the Town to the Territory is not considered a part of the boundaries of either the Town or the Territory.)

8. The Territory is contiguous to public highways and the public right-of-ways thereof (collectively, the "Public Ways"). (Note: The Town cannot annex a public highway or right-of-way of a public highway in order to reach the Territory).

*(Signature Page to Follow)*

# PETITION FOR VOLUNTARY ANNEXATION INTO THE TOWN OF BRISTOL, INDIANA

WHEREFORE, Petitioners hereby execute this Petition for Voluntary Annexation into the Town, consent to its filing with the Town Council, and request the Town Council adopt an ordinance annexing the Territory, and the contiguous areas of the Public Ways, into the Town in accordance with Indiana Code § 36-4-3-5.1.

HTIW PROPERTIES, LLC,
an Indiana limited liability company

JESSICA ULANOWICZ
My Commission Expires
August 24, 2026
Commission Number NP0714620
Elkhart County

By: _____

Name: Marion Schrock

Title: owner

STATE OF INDIANA )
) SS:
COUNTY OF Elkhart )

Before me, a Notary Public, in and for said County and State, personally appeared Marion Schrock in his/her capacity as the owner of HTIW Properties, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument as such _____ acting for and on behalf of said company and who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 12 day of September, 2023.

Jessica Ulanowicz
Notary Public

Jessica Ulanowicz
Printed Signature

My Commission Expires:
August 24, 2026

My County of Residence:
Elkhart

NOTICE OF PUBLIC HEARING ON A
PETITION FOR VOLUNTARY ANNEXATION
INTO THE TOWN OF BRISTOL, INDIANA

Notice is hereby given that the Town Council (the "Council") of the Town of Bristol, Indiana (the "Town"), on Thursday, October 19, 2023 at 7:00 p.m. (local time), at the Town Hall, 303 East Vistula Street, Bristol, Indiana 46507, will hold a public hearing during the regular meeting of the Council upon a proposed ordinance (the "Ordinance") annexing real property located outside but contiguous to the corporate limits of the Town, consisting of one parcel located at 54567 SR 15, Washington Township, Elkhart County, Indiana and identified in the Elkhart County, Indiana property records as Parcel Number 20-03-34-400-001.000-030, consisting of approximately 20 acres (the "Annexation Territory"). HTIW Properties, LLC, an Indiana limited liability company, the 100% owner of the Annexation Territory, filed a petition for voluntary annexation into the Town with the Council on September 12, 2023 requesting the Ordinance (the "Petition"). The Petition, proposed Ordinance and map and legal description of the Annexation Territory are available for inspection by the public at the office of the Clerk Treasurer, located at 303 East Vistula Street, Bristol, Indiana 46507. The Council reserves the right, prior to taking final action, to amend the Ordinance. At the public hearing, all interested persons will have the opportunity to testify and be heard concerning the proposed Annexation Territory. The hearing may be continued to a later date or dates. For further information, please contact Mike Yoder, Bristol Town Manager, at (574) 298-3331.

Dated: September 15, 2023

TOWN COUNCIL OF THE TOWN
OF BRISTOL, INDIANA

*[Please insert the date of publication at end of notice. To the extent you maintain an internet website, please also post on the website on the same date as publication in the newspaper.]*

*[Publish no later than Thursday, September 28, 2023]*