



AUGUST 17 2023 TOWN COUNCIL REGULAR MEETING

Thursday, August 17, 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=ZkJKGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

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
 - a. No meeting minutes to approve this evening
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
 - a. Please state your name and address
8. PLANNING AND DEVELOPMENT ITEMS
 - a. Swank & White rezoning request Ord. 8.17.2023-14 Second reading and public hearing

REPORTS

9. TOWN MANAGER
 - a. CCMG 2022-2 change order number 1 street striping change
 - b. CCMG 202-2 Pay application 2: \$270,120.15 (Town's matching funds are EDIT and MVH Restricted)
 - c. Permission to sell surplus equipment: Ford 150 pick-up, VIN 2FTRF17204CA29872 , 77,822 miles

10. CLERK-TREASURER

- [a.](#) Ordinance 8-17-2023-19 2nd reading additional appropriation of \$104,087.92 (GGT reimbursement)

11. TOWN MARSHAL

- [a.](#) July Operations Report
- [b.](#) July Call report
- [c.](#) Code enforcement report

12. FIRE CHIEF

- [a.](#) Bristol Fire Department Operations Report

13. PARK BOARD

- [a.](#) Park Board Report for August, 2023

14. TOWN ATTORNEY

- [a.](#) Voluntary annexation Ord. 8/17/2023-15 second reading

- [b.](#) Fiscal plan voluntary annexation Resolution 8/17/2023-17
- [c.](#) Ord. 8.17.2023 - 16 G.O Bond 2nd reading

15. NEW BUSINESS

16. UNFINISHED BUSINESS

17. TOWN COUNCIL DISCUSSION ITEMS

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

NEXT MEETINGS:

18. MOTION TO ADJOURN



**PLANNING &
DEVELOPMENT**
ELKHART COUNTY

Public Services Building • 4230 Elkhart Road, Goshen, Indiana 46526
(574) 971-4678 • DPS@ElkhartCounty.com • ElkhartCountyPlanningandDevelopment.com

July 19, 2023

Town Council of Bristol
303 E. Vistula St.
Bristol, IN 46507

Council,

The following is being submitted with no recommendation at the August 3, 2023, and August 17, 2023, Town Council of Bristol meetings:

- 1. Petitioner: Swank & White LLC represented by Abonmarche.
- Petition: For a zone map change from R-1 to R-3.
- Location: Northwest side of SR 120, 3,105 ft. northeast of CR 19, common address of 20551 SR 120, in Washington Township.

(RZ-0275-2023)

Sincerely,

H. Jason Auvil

H. Jason Auvil
Zoning Administrator & Planning Manager



PLANNING &
DEVELOPMENT
ELKHART COUNTY

Public Services Building • 4230 Elkhart Road, Goshen, Indiana 46526
(574) 971-4678 • DPS@ElkhartCounty.com • ElkhartCountyPlanningandDevelopment.com

July 17, 2023

Swank & White, LLC
215 Prairie St.
Elkhart, IN 46516

Case #RZ-0275-2023

You are hereby notified that the petition for a zone map change from R-1 to R-3, on property located on the northwest side of SR 120, 3,105 ft. northeast of CR 19, common address of 20551 SR 120 in Washington Township, zoned R-1, was presented and considered by the Elkhart County Advisory Plan Commission on the 13th day of July, 2023 and was acted upon as follows:

Passed on to the Bristol Town Council without a recommendation.

This will be presented to the Bristol Town Council on **August 3, 2023 & August 17, 2023 at 7:00 p.m.** at the Bristol Town Hall, 303 E. Vistula Bristol, Indiana. You or your representative must be present at this public meeting.

Lori Snyder, Secretary
Elkhart County Advisory Plan Commission

Plan Commission Staff Report

Prepared by the Department of Planning and Development

Hearing Date: July 13, 2023

Transaction Number: RZ-0275-2023.

Parcel Number(s): 20-03-29-378-004.000-030, 20-03-29-451-015.000-030, 20-03-29-451-017.000-030, 20-03-32-127-006.000-030, 20-03-32-127-007.000-030.

Existing Zoning: R-1.

Petition: For a zone map change from R-1 to R-3.

Petitioner: Swank & White, LLC, represented by Abonmarche Consultants.

Location: Northwest side of SR 120, 3,105 ft. northeast of CR 19, in Washington Township.

Adjacent Zoning and Land Uses: The following table shows the zoning and current land use for the subject property and adjacent sites.

	Zoning	Current Land Use
Subject Property	R-1	Residential
North	R-1	St. Joseph River
South	R-1, M-2	SR 120, power substation, Earthway Rail Park, Town of Bristol
East	A-1, DPUD R-1	Residential
West	R-1	St. Joseph River

Site Description: The site is composed of 5 parcels totaling 12.8 acres. It is bordered by the St. Joseph River at the north and west, Longboat Pointe subdivision at the east, and SR 120 and mixed uses at the south. Earthway Rail Park at the south is within Bristol town limits. Floodplain and wetland across the west and north parts of the property leave approximately 2 acres of developable area.

History and General Notes:

- **June 8, 2023** – The Plan Commission approved the petitioner’s request to table one month.

Zoning District Purpose Statement: The purpose of the R-3, Multiple Family Residential, zoning district is to accommodate a variety of housing types, including multiple-family dwellings (apartments) and other compatible and supporting uses. The district should be applied within or in close proximity to a municipality.

Staff Analysis: The purpose of this rezoning petition is to allow approximately 9 apartment buildings with parking, retention, a clubhouse-office, and other accessory uses.

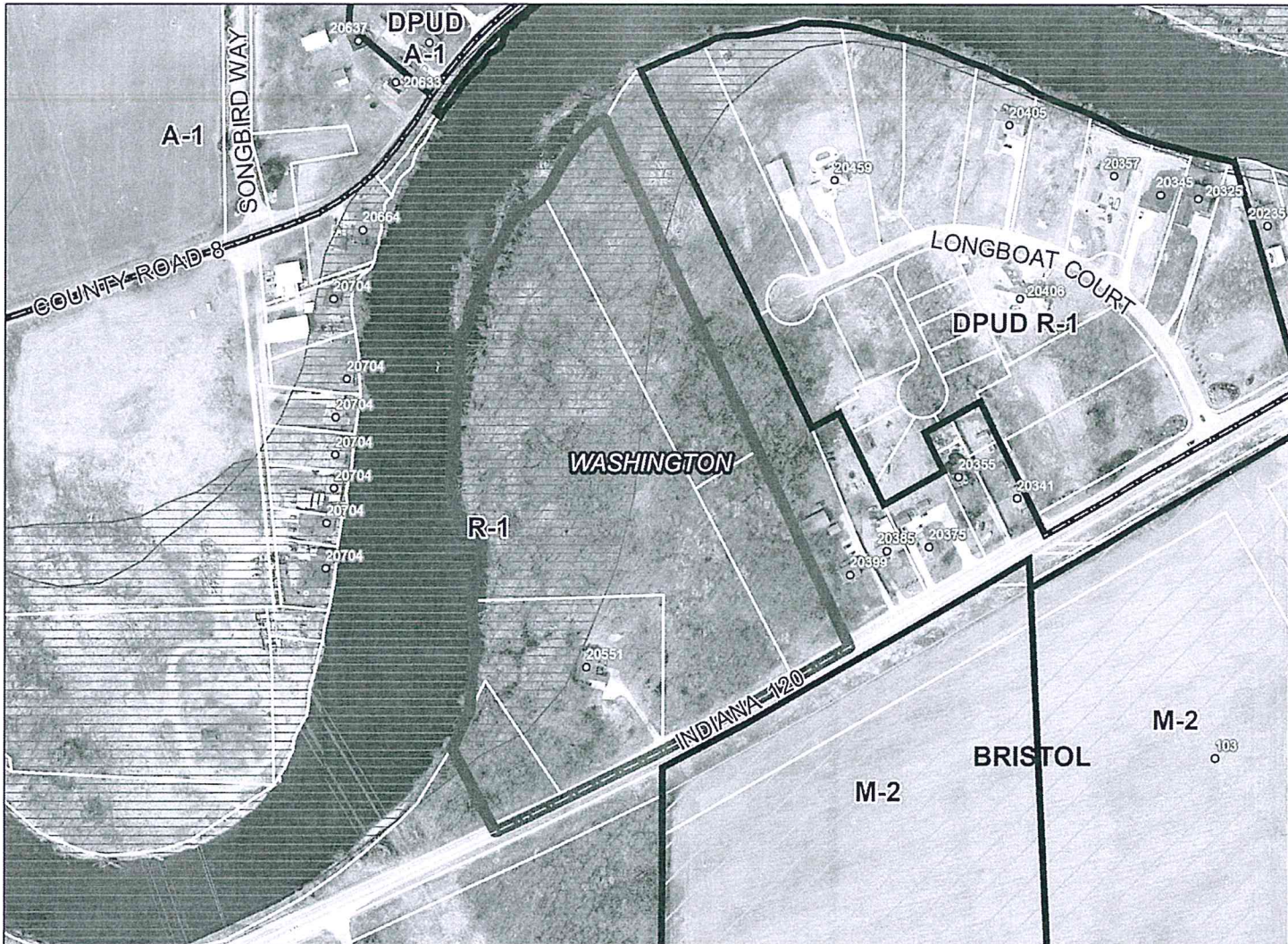
Plan Commission Staff Report (Continued)

Hearing Date: July 13, 2023

The staff, after reviewing this petition, recommends **DENIAL** of this rezoning for the following reasons:

1. The requested Zoning Map Amendment does not comply with the Comprehensive Plan. The plan states that “high-intensity . . . development should not be considered where municipal utilities are not available” and that “existing residential communities should be supported and protected from conflicting land uses.” The petitioner should provide the Plan Commission a timeline for annexation and utility extension. A DPUD, rather than the current application, would show plans for protection of the existing residents to the east, stormwater retention, and protection of the natural resources to the north and west.
2. The request is not in character with current conditions, structures, and uses on the subject property and in its surroundings. The development, as presented, introduces a stark change of scale along the north side of SR 120. The zoning ordinance requires that there be no more than 1 building with dwelling units per zoning lot. This standard is intended to achieve reduced impact of dense multiunit housing.
3. The most desirable use of the subject property is low-density residential on private wastewater or medium-density residential on utilities.
4. The request does not conserve property values. The proposed rezoning does not include the technical review of multiple county departments nor the control offered by a DPUD in order to conserve neighboring property values.
5. The proposed rezoning does not promote responsible growth and development. This petition places technical review, which is necessary in this case because of the severely limited developable area, after the rezoning approval process rather than before (review for considerations like stormwater retention and floodplain and wetland avoidance). The petition leaves the requirement that there be no more than 1 building with dwelling units per zoning lot (a requirement best met through subdivision but alternatively through a DPUD) unaddressed. And the petition does not address any of the deviations from development standards that might be needed (standards like building and parking setbacks and buffering to the east). Whereas a DPUD would have covered all of the above in a single proceeding.

RZ-0275-2023

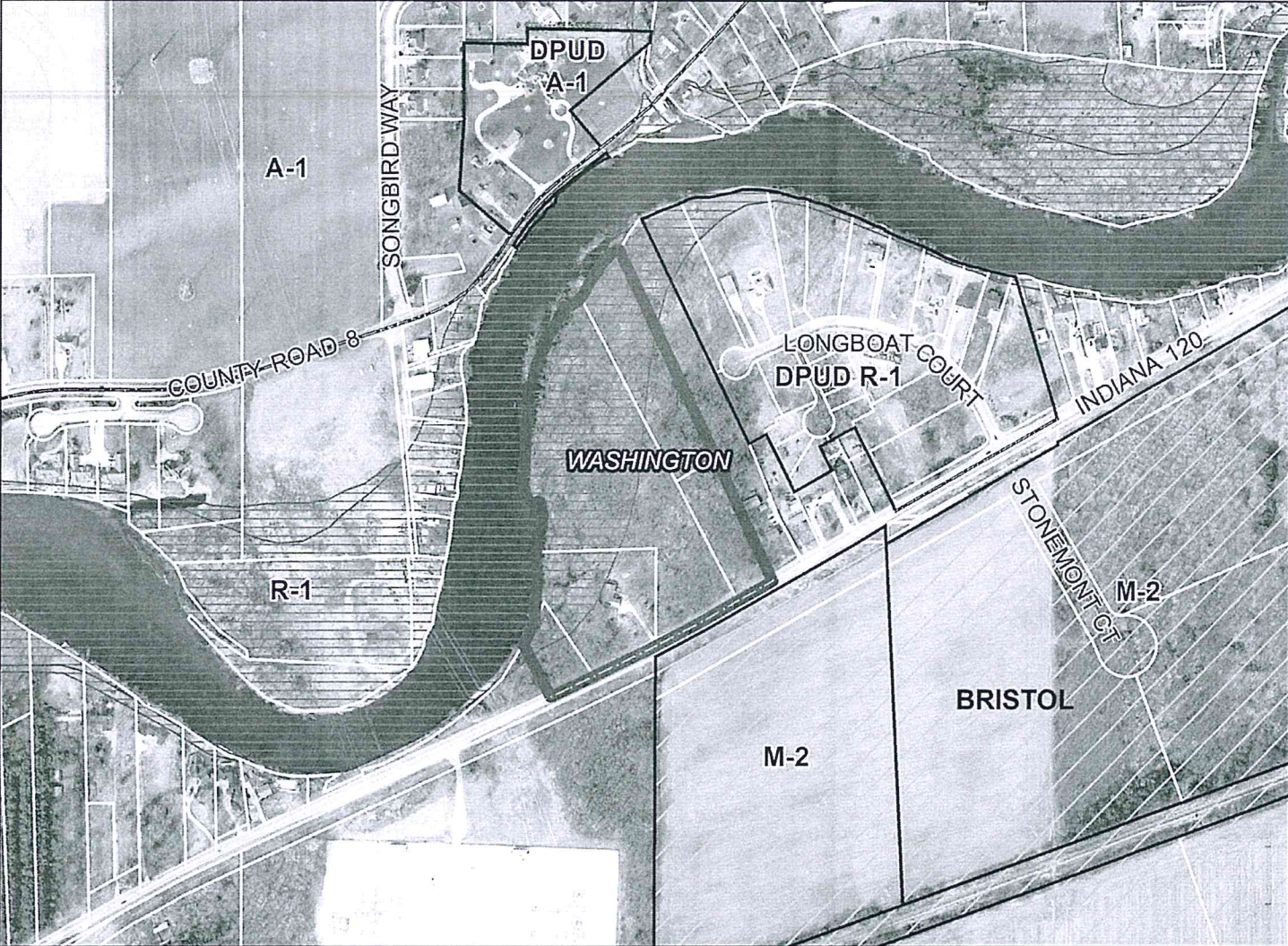


2021 Aerials

1 inch = 250 feet

N

RZ-0275-2023

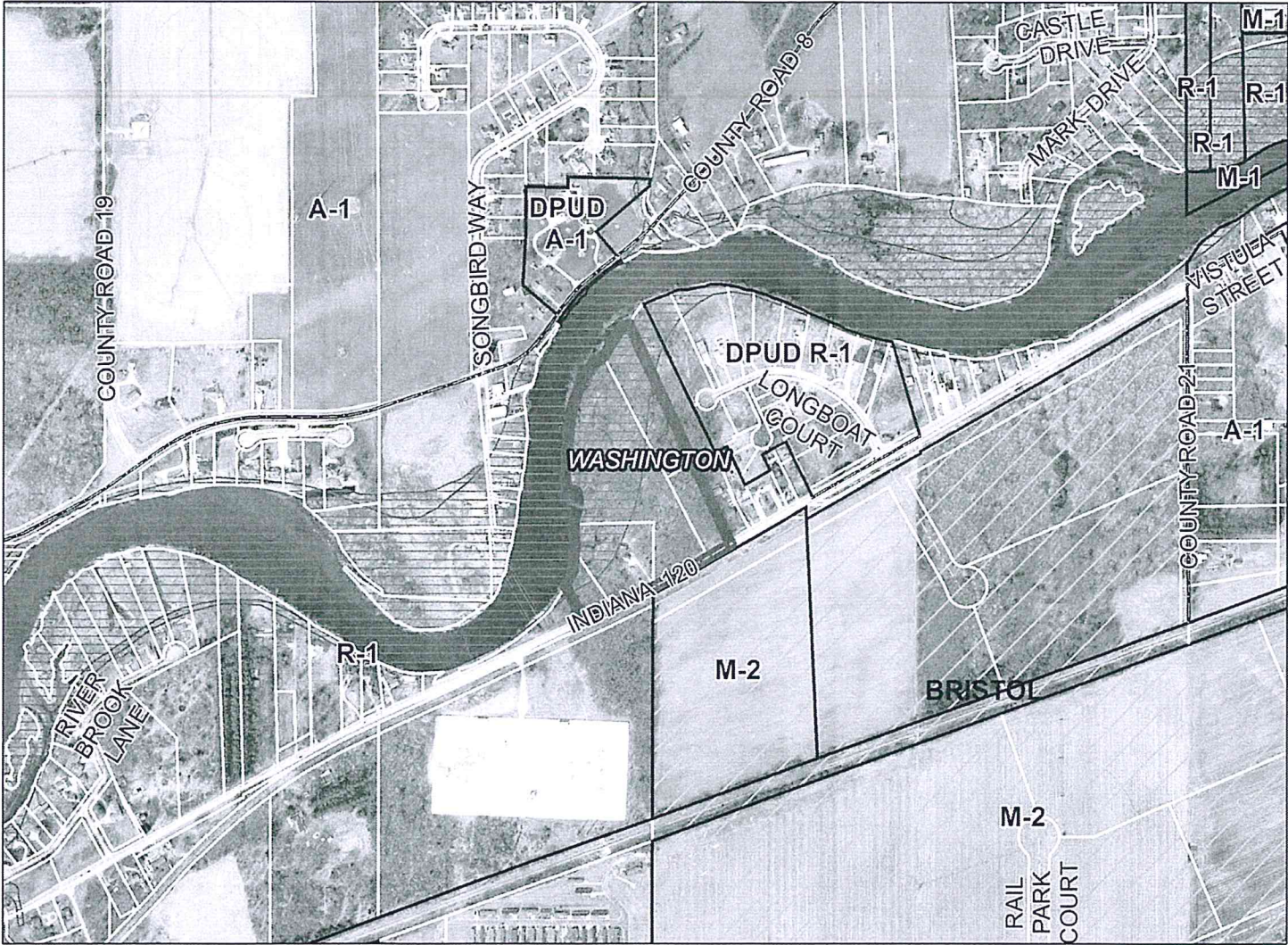


2021 Aerials

1 inch = 400 feet

N

RZ-0275-2023



2021 Aerials

1 inch = 600 feet

N

4230 Elkhart Road
Goshen, Indiana 46526

**Elkhart County
Planning & Development**

(574) 971-4678
DPS@ElkhartCounty.com

Application for a Zone Map Change

Current zoning: R-1 Requested zoning: R-3

Proposed land use: Agricultural Residential Commercial Manufacturing
 Mixed use: _____
 Other: _____

Use This Box Only if GPUD or DPUD Requested
Development name: _____
If DPUD, number of lots: _____ If DPUD, subdivision type: Minor Major

Jurisdiction: Unincorporated Bristol Middlebury Millersburg Wakarusa

Location: (N) S E W corner (side) end of SR 120,
1,285 ft. N S E (W) of Longboat/Stonemont CT.

Site address: 20551 SR 120 Bristol, In 46507

Parcel numbers: 20-03-32-127-007.000-030; 20-03-32-127-006.000-030 Part of
20-03-29-378-004.000-030; 20-03-29-451-017.000-030 Part of
20-03-29-451-015.000-030 Part of

Current landowner

Name: Swank & White, LLC
Address: 215 Prairie St. Elkhart, In 46516
Phone: 574-596-3598 Email: cwhiterealtor@hotmail.com

Other party 1 Developer Buyer Surveyor, engineer, or agent

Name: _____ State license no.: _____
Address: _____
Phone: _____ Email: _____

Other party 2 Developer Buyer Surveyor, engineer, or agent

Name: Ancon Construction State license no.: _____
Address: 2146 Elkhart Road, Goshen, IN 46526
Phone: 574-971-6732 Email: mschneider@anconconstruction.com

Other party 3 Developer Buyer Surveyor, engineer, or agent

Name: Abonmarche Consultants State license no.: _____
Address: 315 West Jefferson Blvd. South Bend, In 46601
Phone: 574-968-7346 Email: jschaffer@abonmarche.com

Signature of current landowner or agent: [Signature], member Swank & White LLC

Notes: _____

July 13, 2023 Elkhart County Plan Commission – Bristol Apartments R-1 to R-3

Abonmarche notes

Setbacks on proposed subdivision are generalized but lots constitute zoning lots per Mae Kratzer Plan Director – exactness comes at plating time.

Updated conceptual site plan – consideration of the neighbors – May 24th meeting – The buildings on the SE side of the property, the most 3 southernly buildings, were rotated 90 degrees in order that the side of the building will face the east neighbor while not having a front or rear face the neighbor

Driveway access will follow all INDOT requirements – geometric design, any passing blisters if needed

Buffering on east side is a consideration.

Development will happen on area which is elevated and outside any floodplain/wetland area.

Timeline:

July 13th Plan Commission

July – Annexation finalized in town

August 3rd Town Council 1st and 2nd readings

August 17th Town Council 3 and final readings

August 21st County Commissioners for portion of lot not yet annexed

September 2nd Annexation finalized in town

August - Oct plating

October building commences

November bonding finalized with Town

Section 8, Item a.

23-010
SHEET NO.

10
ACTIVITY

PROJECT: PHASE I ANNEXATION
DATE: 4/18/2023
DRAWN BY: JCS
CHECKED BY: JCS
SCALE: 1" = 80'
SHEET TITLE: PHASE I ANNEXATION

BRISTOL APARTMENTS
BRISTOL, INDIANA
ANCON CONSTRUCTION

ABONMARCHÉ
315 W. Jefferson Blvd.
Bloomington, IN 47404
Phone: 317.344.2000
Fax: 317.344.2001
www.abonmarche.com
Architect: Abonmarché
Civil Engineer: Abonmarché
Landscape Architect: Abonmarché
Interior Designer: Abonmarché
Mechanical Engineer: Abonmarché
Electrical Engineer: Abonmarché
Structural Engineer: Abonmarché
Surveyor: Abonmarché
Soil Scientist: Abonmarché
Water Resources Engineer: Abonmarché



Legend
Phase I Annexation

Section 8, Item a.

23-0
2

ACTIVITY
SHEET NO.

DATE: 4/18/2023
SCALE: 1" = 80'
PROJECT: PHASE II ANNEXATION
SHEET TITLE: PHASE II ANNEXATION

PROJECT: BRISTOL APARTMENTS
BRISTOL, INDIANA
ANCON CONSTRUCTION

ABONMARCHÉ
315 W. Jefferson Blvd.
Bloomington, IN 47404
Phone: 317.342.0001
Fax: 317.342.0002
www.abonmarche.com
Architect: Landscape Architecture and Planning



Section 8, Item a.

23-10
SHEET NO.

ACTIVITY
PHASE I

SCALE: 1" = 40'

DATE: 10/20/2023

DESIGNED BY: JCS

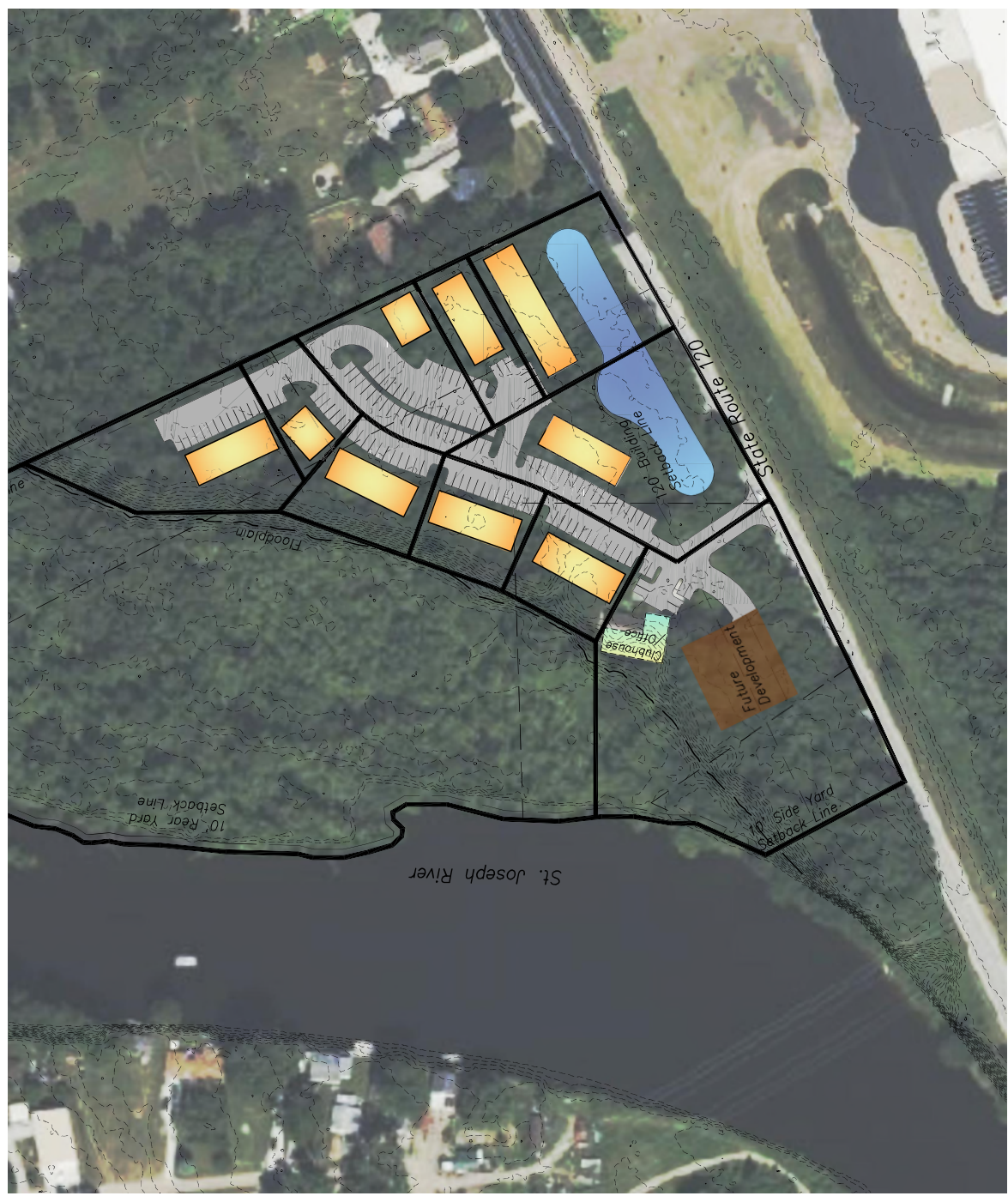
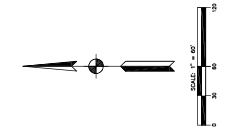
DATE: 10/20/2023

PROJECT: PHASE I ANNEXATION

PROJECT: BRISTOL APARTMENTS

BRISTOL APARTMENTS
ANCON CONSTRUCTION
BRISTOL, INDIANA

ABONMARCHÉ
315 W. Jefferson Blvd.
Bloomington, IN 47404
Phone: 317.342.0000
Fax: 317.342.0001
www.abonmarche.com



Change Order

No. 1

Date of Issuance: August 2, 2023

Owner: Town of Bristol, Indiana

Project: Call 2022-2 Community Crossings Project

Owner's Contract No.:

Contract:

Date of Contract:

Contractor: Niblock Excavation, Inc.

Engineer's Project No.: **2021-0113**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The following changes are proposed:

- This Change Order for the Call 2022-2 Community Crossings Project accounts for revisions of original contract items to allow the substitution of thermoplastic material for paint material for the pavement markings.
- Technical Specifications for section "Pavement Markings" paragraph "Definition of Contract Items".
- Itemized Bid pages 2, 3, 4, and 5 of 6 "Base Bid Items" lines 1.25, 2.16, 3.19, 3.21, 3.22, and 3.23 revised to replace "Thermoplastic" with "Paint".
- Itemized Bid page 4 of 6 "Base Bid Items" line 3.20 to replace "Line, Paint, Thermoplastic, White, 4 in." with "Line, Paint, Solid, White, 4 in."

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Previous Contract Price:

\$309,257.50

[Increase] [Decrease] to original contract price:

\$0.00

Contract Price following this Change Order:

\$309,257.50

Original Contract Times: Working days Calendar days

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

—Substantial completion (days): _____

—Ready for final payment (days): _____

Contract Times prior to this Change Order:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

~~[[Increase] [Decrease] of this Change Order:~~

~~—Substantial completion (days or date): _____~~

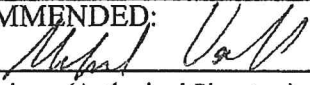
~~—Ready for final payment (days or date): _____~~

~~Contract Times with all approved Change Orders:~~

~~—Substantial completion (days or date): _____~~

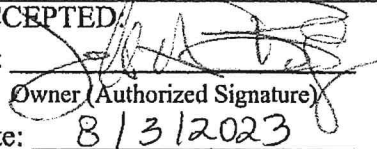
~~—Ready for final payment (days or date): _____~~

RECOMMENDED:

By: 
Engineer (Authorized Signature)

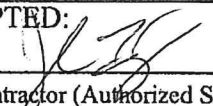
Date: 8/2/2023

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 8/3/2023

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 8-14-23

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF

Section 9, Item b.

TO (Contractor): Town of Bristol
 PO Box 122
 Bristol, IN 46507

FROM (SUBCONTRACTOR): Niblock Excavating
 PO Box 211
 Bristol, IN 46507

PROJECT: Call 2022-2
 Community Crossings Project

VIA (ENGINEER): Jones Petrie Rafinski
 325 S Lafayette Boulevard
 South Bend, IN 46601

CONTRACT FOR:

APPLICATION NO: TWO (2)
 INVOICE NO: 10365
 INVOICE DATE: August 10, 2023
 PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE: January 19, 2023

Application is made for Payment, is shown below, in connection with the Contract.
 Continuation Sheet showing , SCHEDULE OF VALUES, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER / EXTRA WORK SUMMARY		
Change Order approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	
Approved this month		
Number	Date Approved	
TOTALS:	\$ -	\$ -
Net change by Change Orders	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

1. ORIGINAL CONTRACT SUM	\$ 309,257.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 309,257.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 309,257.50
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on S of V)	\$ 30,925.75
b. 10% of Stored Material (Column F on S of V)	\$ -
Total Retainage (Line 5a + 5b or Total in Column I on Schedule of Values)	\$ 30,925.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 278,331.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 8,211.60
8. CURRENT PAYMENT DUE	\$ 270,120.15
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 30,925.75

State of: Indiana

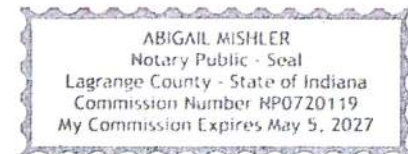
County of: Elkhart

Subscribed and sworn to before me this 10th day of August, 2023

Notary Public: Abigail Mishler

My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$270,120.15

(attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By:

Michael Voss

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

PAGE 2 OF 2 PAGES

This APPLICATION AND CERTIFICATE FOR PAYMENT, has a Contractor's signed Certification attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: TWO (2)
 APPLICATION DATE: 8/10/2023
 PERIOD TO: ARCHITECT'S PROJECT NUMBER:

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
Chestnut Street									
1	Mobilization and Demobilization	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	\$ 200.00
2	Maintaining Traffic	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	100%	\$ -	\$ 20.00
3	Construction Engineering	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	100%	\$ -	\$ 60.00
4	Remove, Catch Basin	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ 550.00	100%	\$ -	\$ 55.00
5	Remove, Full Depth HMA Pavement	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00	100%	\$ -	\$ 384.00
6	Remove, Full Depth PCCP Approach	\$ 1,260.00	\$ -	\$ 1,260.00	\$ -	\$ 1,260.00	100%	\$ -	\$ 126.00
7	Excavation, Common	\$ 4,375.00	\$ -	\$ 4,375.00	\$ -	\$ 4,375.00	100%	\$ -	\$ 437.50
8	Compacted Aggregate, Base, 6 in.	\$ 4,320.00	\$ -	\$ 4,320.00	\$ -	\$ 4,320.00	100%	\$ -	\$ 432.00
9	Compacted Aggregate for Approach, Base, 6 in.	\$ 1,225.00	\$ -	\$ 1,225.00	\$ -	\$ 1,225.00	100%	\$ -	\$ 122.50
10	Milling, Asphalt, 2 in.	\$ 6,750.00	\$ -	\$ 6,750.00	\$ -	\$ 6,750.00	100%	\$ -	\$ 675.00
11	HMA, 2, 64, Surface 9.5mm	\$ 11,517.50	\$ -	\$ 11,517.50	\$ -	\$ 11,517.50	100%	\$ -	\$ 1,151.75
12	HMA, 2, 64, Base 25.0mm	\$ 6,270.00	\$ -	\$ 6,270.00	\$ -	\$ 6,270.00	100%	\$ -	\$ 627.00
13	Joint Adhesive, Surface	\$ 487.50	\$ -	\$ 487.50	\$ -	\$ 487.50	100%	\$ -	\$ 48.75
14	Liquid Asphalt Sealant	\$ 39.00	\$ -	\$ 39.00	\$ -	\$ 39.00	100%	\$ -	\$ 3.90
15	Asphalt for Tack Coat	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00	100%	\$ -	\$ 37.50
16	PCCP for Approaches, 9 in.	\$ 8,260.00	\$ -	\$ 8,260.00	\$ -	\$ 8,260.00	100%	\$ -	\$ 826.00
17	Mobilization and Demobilization for Seeding	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	\$ 30.00
18	Mulched Seeding, Type 'U'	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	\$ 120.00
19	Topsoil, Undistributed, 6 in.	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	\$ 200.00
20	Adjust Castings to Grade	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	100%	\$ -	\$ 170.00
21	Perforated Dry Well, 8 ft DIA.	\$ 9,400.00	\$ -	\$ 9,400.00	\$ -	\$ 9,400.00	100%	\$ -	\$ 940.00
22	Pipe, Type 2, Circular, 24 in.	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	\$ 300.00
23	Sign, Ground Mounted, Reset	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00	100%	\$ -	\$ 110.00
24	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	100%	\$ -	\$ 400.00
25	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 230.00	\$ -	\$ 230.00	\$ -	\$ 230.00	100%	\$ -	\$ 23.00
	Total Chestnut Street	\$ 74,999.00	\$ -	\$ 74,999.00	\$ -	\$ 74,999.00	100%	\$ -	\$ 7,499.90
Elkhart Street									
26	Mobilization and Demobilization	\$ 1,160.00	\$ 580.00	\$ 580.00	\$ -	\$ 1,160.00	100%	\$ -	\$ 116.00
27	Maintaining Traffic	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	100%	\$ -	\$ 20.00
28	Construction Engineering	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	\$ 90.00
29	Remove, Concrete Curb Ramp	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00	100%	\$ -	\$ 90.00
30	Remove, Full Depth HMA Pavement	\$ 3,795.00	\$ -	\$ 3,795.00	\$ -	\$ 3,795.00	100%	\$ -	\$ 379.50
31	Compacted Aggregate, Base, 6 in.	\$ 6,360.00	\$ -	\$ 6,360.00	\$ -	\$ 6,360.00	100%	\$ -	\$ 636.00
32	Milling, Asphalt, 2 in.	\$ 6,375.00	\$ -	\$ 6,375.00	\$ -	\$ 6,375.00	100%	\$ -	\$ 637.50
33	HMA, 2, 64, Surface 9.5mm	\$ 11,210.00	\$ -	\$ 11,210.00	\$ -	\$ 11,210.00	100%	\$ -	\$ 1,121.00
34	HMA, 2, 64, Base 25.0mm	\$ 8,160.00	\$ -	\$ 8,160.00	\$ -	\$ 8,160.00	100%	\$ -	\$ 816.00
35	Joint Adhesive, Surface	\$ 562.50	\$ -	\$ 562.50	\$ -	\$ 562.50	100%	\$ -	\$ 56.25
36	Liquid Asphalt Sealant	\$ 37.50	\$ -	\$ 37.50	\$ -	\$ 37.50	100%	\$ -	\$ 3.75
37	Asphalt for Tack Coat	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ 425.00	100%	\$ -	\$ 42.50
38	Concrete Curb Ramp, ADA	\$ 8,190.00	\$ 7,644.00	\$ 546.00	\$ -	\$ 8,190.00	100%	\$ -	\$ 819.00
39	Sign, Ground Mounted, Reset	\$ 1,320.00	\$ -	\$ 1,320.00	\$ -	\$ 1,320.00	100%	\$ -	\$ 132.00
40	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00	100%	\$ -	\$ 320.00
41	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 230.00	\$ -	\$ 230.00	\$ -	\$ 230.00	100%	\$ -	\$ 23.00
	Total Elkhart Street	\$ 53,025.00	\$ 9,124.00	\$ 43,901.00	\$ -	\$ 53,025.00	100%	\$ -	\$ 5,302.50
Division Street									
42	Mobilization and Demobilization	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -	\$ 750.00
43	Maintaining Traffic	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	100%	\$ -	\$ 600.00
44	Construction Engineering	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00	100%	\$ -	\$ 110.00
45	Delinicator, Remove	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ 700.00	100%	\$ -	\$ 70.00
46	Sign, Sheet, Remove	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ 450.00	100%	\$ -	\$ 45.00
47	Guardrail, Remove	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	\$ 150.00
48	Remove, Full Depth HMA Pavement	\$ 1,480.00	\$ -	\$ 1,480.00	\$ -	\$ 1,480.00	100%	\$ -	\$ 148.00
49	Milling, Asphalt, 3 in.	\$ 18,750.00	\$ -	\$ 18,750.00	\$ -	\$ 18,750.00	100%	\$ -	\$ 1,875.00
50	HMA, 2, 64, Surface 19.0mm	\$ 84,150.00	\$ -	\$ 84,150.00	\$ -	\$ 84,150.00	100%	\$ -	\$ 8,415.00
51	HMA, 2, 64, Base 25.0mm	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00	100%	\$ -	\$ 280.00
52	Joint Adhesive, Surface	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00	100%	\$ -	\$ 240.00
53	Liquid Asphalt Sealant	\$ 160.00	\$ -	\$ 160.00	\$ -	\$ 160.00	100%	\$ -	\$ 16.00
54	Asphalt for Tack Coat	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	\$ 150.00
55	Compacted Aggregate, No. 53	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	\$ 150.00
56	Guardrail End Treatment, Type SKT-SP-MSG, 50 ft.	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -	\$ 9,500.00	100%	\$ -	\$ 950.00
57	Adjust Casting to Grade	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	\$ 800.00
58	Sign, Sheet, with Legend, 0,100 in.	\$ 2,868.75	\$ -	\$ 2,868.75	\$ -	\$ 2,868.75	100%	\$ -	\$ 286.88
59	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	\$ 800.00
60	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 9,300.00	\$ -	\$ 9,300.00	\$ -	\$ 9,300.00	100%	\$ -	\$ 930.00
61	Line, Thermoplastic, Solid, White, 4 in.	\$ 8,250.00	\$ -	\$ 8,250.00	\$ -	\$ 8,250.00	100%	\$ -	\$ 825.00
62	Line, Thermoplastic, Solid, White, 8 in.	\$ 2,718.75	\$ -	\$ 2,718.75	\$ -	\$ 2,718.75	100%	\$ -	\$ 271.88
63	Transverse Marking, Thermoplastic,	\$ 2,070.00	\$ -	\$ 2,070.00	\$ -	\$ 2,070.00	100%	\$ -	\$ 207.00
64	Transverse Marking, Thermoplastic,	\$ 345.00	\$ -	\$ 345.00	\$ -	\$ 345.00	100%	\$ -	\$ 34.50
65	Topsoil, Undistributed, 6 in.	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	100%	\$ -	\$ 15.00
66	Mobilization & Demobilization for Seeding	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ 1.00	100%	\$ -	\$ 0.10
67	Mulched Seeding, Type 'U'	\$ 40.00	\$ -	\$ 40.00	\$ -	\$ 40.00	100%	\$ -	\$ 4.00
	Total Division Street	\$ 181,233.50	\$ -	\$ 181,233.50	\$ -	\$ 181,233.50	100%	\$ -	\$ 18,123.35
TOTAL		\$ 309,257.50	\$ 9,124.00	\$ 300,133.50	\$ -	\$ 309,257.50	100%	\$ -	\$ 30,925.75

Town of Bristol
2022-2 Community Crossings Project

Section 9, Item b.

Bid Total						Pay App. No. 1 (May 11)		Pay App. No. 2 (Aug. 10)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
Chestnut Street											
1	Mobilization and Demobilization	1	LS	\$ 2,000.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00
2	Maintaining Traffic	1	LS	\$ 200.00	\$ 200.00	-	\$ -	1.00	\$ 200.00	1.00	\$ 200.00
3	Construction Engineering	1	LS	\$ 600.00	\$ 600.00	-	\$ -	1.00	\$ 600.00	1.00	\$ 600.00
4	Remove, Catch Basin	1	EA	\$ 550.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
5	Remove, Full Depth HMA Pavement	240	SYS	\$ 16.00	\$ 3,840.00	-	\$ -	240.00	\$ 3,840.00	240.00	\$ 3,840.00
6	Remove, Full Depth PCCP Approach	70	SYS	\$ 18.00	\$ 1,260.00	-	\$ -	70.00	\$ 1,260.00	70.00	\$ 1,260.00
7	Excavation, Common	175	CYS	\$ 25.00	\$ 4,375.00	-	\$ -	175.00	\$ 4,375.00	175.00	\$ 4,375.00
8	Compacted Aggregate, Base, 6 in.	90	TON	\$ 48.00	\$ 4,320.00	-	\$ -	90.00	\$ 4,320.00	90.00	\$ 4,320.00
9	Compacted Aggregate for Approach, Base, 6 in.	25	TON	\$ 49.00	\$ 1,225.00	-	\$ -	25.00	\$ 1,225.00	25.00	\$ 1,225.00
10	Milling, Asphalt, 2 in.	750	SYS	\$ 9.00	\$ 6,750.00	-	\$ -	750.00	\$ 6,750.00	750.00	\$ 6,750.00
11	HMA, 2, 64, Surface 9.5mm	85	TON	\$ 135.50	\$ 11,517.50	-	\$ -	85.00	\$ 11,517.50	85.00	\$ 11,517.50
12	HMA, 2, 64, Base 25.0mm	60	TON	\$ 104.50	\$ 6,270.00	-	\$ -	60.00	\$ 6,270.00	60.00	\$ 6,270.00
13	Joint Adhesive, Surface	325	LFT	\$ 1.50	\$ 487.50	-	\$ -	325.00	\$ 487.50	325.00	\$ 487.50
14	Liquid Asphalt Sealant	325	LFT	\$ 0.12	\$ 39.00	-	\$ -	325.00	\$ 39.00	325.00	\$ 39.00
15	Asphalt for Tack Coat	750	SYS	\$ 0.50	\$ 375.00	-	\$ -	750.00	\$ 375.00	750.00	\$ 375.00
16	PCCP for Approaches, 9 in	70	SYS	\$ 118.00	\$ 8,260.00	-	\$ -	70.00	\$ 8,260.00	70.00	\$ 8,260.00
17	Mobilization and Demobilization for Seeding	1	LS	\$ 300.00	\$ 300.00	-	\$ -	1.00	\$ 300.00	1.00	\$ 300.00
18	Mulched Seeding, Type 'U'	100	SYS	\$ 12.00	\$ 1,200.00	-	\$ -	100.00	\$ 1,200.00	100.00	\$ 1,200.00
19	Topsoil, Undistributed, 6 in.	20	CYS	\$ 100.00	\$ 2,000.00	-	\$ -	20.00	\$ 2,000.00	20.00	\$ 2,000.00
20	Adjust Castings to Grade	4	EA	\$ 425.00	\$ 1,700.00	-	\$ -	4.00	\$ 1,700.00	4.00	\$ 1,700.00
21	Perforated Dry Well, 8 ft DIA.	2	EA	\$ 4,700.00	\$ 9,400.00	-	\$ -	2.00	\$ 9,400.00	2.00	\$ 9,400.00
22	Pipe, Type 2, Circular, 24 in	20	LFT	\$ 150.00	\$ 3,000.00	-	\$ -	20.00	\$ 3,000.00	20.00	\$ 3,000.00
23	Sign, Ground Mounted, Reset	5	EA	\$ 220.00	\$ 1,100.00	-	\$ -	5.00	\$ 1,100.00	5.00	\$ 1,100.00
24	Sign Post, Square, Type '1', Unreinforced Anchor B	100	LFT	\$ 40.00	\$ 4,000.00	-	\$ -	100.00	\$ 4,000.00	100.00	\$ 4,000.00
25	Transverse Marking, Thermoplastic, Stop Line, Whit	20	LFT	\$ 11.50	\$ 230.00	-	\$ -	20.00	\$ 230.00	20.00	\$ 230.00
Total Chestnut Street					\$ 74,999.00			\$ 74,999.00		\$ 74,999.00	
Elkhart Street											
26	Mobilization and Demobilization	1	LS	\$ 1,160.00	\$ 1,160.00	0.50	\$ 580.00	0.50	\$ 580.00	1.00	\$ 1,160.00
27	Maintaining Traffic	1	LS	\$ 200.00	\$ 200.00	-	\$ -	1.00	\$ 200.00	1.00	\$ 200.00
28	Construction Engineering	1	LS	\$ 900.00	\$ 900.00	-	\$ -	1.00	\$ 900.00	1.00	\$ 900.00
29	Remove, Concrete Curb Ramp	45	SYS	\$ 20.00	\$ 900.00	45.00	\$ 900.00	-	\$ -	45.00	\$ 900.00
30	Remove, Full Depth HMA Pavement	345	SYS	\$ 11.00	\$ 3,795.00	-	\$ -	345.00	\$ 3,795.00	345.00	\$ 3,795.00
31	Compacted Aggregate, Base, 6 in	120	TON	\$ 53.00	\$ 6,360.00	-	\$ -	120.00	\$ 6,360.00	120.00	\$ 6,360.00
32	Milling, Asphalt, 2 in.	850	SYS	\$ 7.50	\$ 6,375.00	-	\$ -	850.00	\$ 6,375.00	850.00	\$ 6,375.00
33	HMA, 2, 64, Surface 9.5mm	95	TON	\$ 118.00	\$ 11,210.00	-	\$ -	95.00	\$ 11,210.00	95.00	\$ 11,210.00
34	HMA, 2, 64, Base 25.0mm	80	TON	\$ 102.00	\$ 8,160.00	-	\$ -	80.00	\$ 8,160.00	80.00	\$ 8,160.00
35	Joint Adhesive, Surface	375	LFT	\$ 1.50	\$ 562.50	-	\$ -	375.00	\$ 562.50	375.00	\$ 562.50
36	Liquid Asphalt Sealant	375	LFT	\$ 0.10	\$ 37.50	-	\$ -	375.00	\$ 37.50	375.00	\$ 37.50
37	Asphalt for Tack Coat	850	SYS	\$ 0.50	\$ 425.00	-	\$ -	850.00	\$ 425.00	850.00	\$ 425.00
38	Concrete Curb Ramp, ADA	45	SYS	\$ 182.00	\$ 8,190.00	42.00	\$ 7,644.00	3.00	\$ 546.00	45.00	\$ 8,190.00
39	Sign, Ground Mounted, Reset	6	EA	\$ 220.00	\$ 1,320.00	-	\$ -	6.00	\$ 1,320.00	6.00	\$ 1,320.00
40	Sign Post, Square, Type '1', Unreinforced Anchor B	80	LFT	\$ 40.00	\$ 3,200.00	-	\$ -	80.00	\$ 3,200.00	80.00	\$ 3,200.00
41	Transverse Marking, Thermoplastic, Stop Line, Whit	20	LFT	\$ 11.50	\$ 230.00	-	\$ -	20.00	\$ 230.00	20.00	\$ 230.00
Total Elkhart Street					\$ 53,025.00	\$ 9,124.00		\$ 43,901.00		\$ 53,025.00	
Division Street											
42	Mobilization and Demobilization	1	LS	\$ 7,500.00	\$ 7,500.00	-	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
43	Maintaining Traffic	1	LS	\$ 6,000.00	\$ 6,000.00	-	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
44	Construction Engineering	1	LS	\$ 1,100.00	\$ 1,100.00	-	\$ -	1.00	\$ 1,100.00	1.00	\$ 1,100.00
45	Delinicator, Remove	10	EA	\$ 70.00	\$ 700.00	-	\$ -	10.00	\$ 700.00	10.00	\$ 700.00
46	Sign, Sheet, Remove	6	EA	\$ 75.00	\$ 450.00	-	\$ -	6.00	\$ 450.00	6.00	\$ 450.00
47	Guardrail, Remove	100	LFT	\$ 15.00	\$ 1,500.00	-	\$ -	100.00	\$ 1,500.00	100.00	\$ 1,500.00
48	Remove, Full Depth HMA Pavement	80	SYS	\$ 18.50	\$ 1,480.00	-	\$ -	80.00	\$ 1,480.00	80.00	\$ 1,480.00
49	Milling, Asphalt, 3 in.	5,000	SYS	\$ 3.75	\$ 18,750.00	-	\$ -	5,000.00	\$ 18,750.00	5,000.00	\$ 18,750.00
50	HMA, 2, 64, Surface 19.0mm	825	TON	\$ 102.00	\$ 84,150.00	-	\$ -	825.00	\$ 84,150.00	825.00	\$ 84,150.00
51	HMA, 2, 64, Base 25.0mm	20	TON	\$ 140.00	\$ 2,800.00	-	\$ -	20.00	\$ 2,800.00	20.00	\$ 2,800.00
52	Joint Adhesive, Surface	1,600	LFT	\$ 1.50	\$ 2,400.00	-	\$ -	1,600.00	\$ 2,400.00	1,600.00	\$ 2,400.00
53	Liquid Asphalt Sealant	1,600	LFT	\$ 0.10	\$ 160.00	-	\$ -	1,600.00	\$ 160.00	1,600.00	\$ 160.00
54	Asphalt for Tack Coat	5,000	SYS	\$ 0.30	\$ 1,500.00	-	\$ -	5,000.00	\$ 1,500.00	5,000.00	\$ 1,500.00
55	Compacted Aggregate, No. 53	30	TON	\$ 50.00	\$ 1,500.00	-	\$ -	30.00	\$ 1,500.00	30.00	\$ 1,500.00
56	Guardrail End Treatment, Type SKT-SP-MSG, 50 ft.	2	EA	\$ 4,750.00	\$ 9,500.00	-	\$ -	2.00	\$ 9,500.00	2.00	\$ 9,500.00
57	Adjust Casting to Grade	4	EA	\$ 2,000.00	\$ 8,000.00	-	\$ -	4.00	\$ 8,000.00	4.00	\$ 8,000.00
58	Sign, Sheet, with Legend, 0.100 in.	56	SFT	\$ 51.00	\$ 2,868.75	-	\$ -	56.25	\$ 2,868.75	56.25	\$ 2,868.75
59	Sign Post, Square, Type '1', Unreinforced Anchor B	200	LFT	\$ 40.00	\$ 8,000.00	-	\$ -	200.00	\$ 8,000.00	200.00	\$ 8,000.00
60	Line, Thermoplastic, Solid, Yellow, 4 in	3,100	LFT	\$ 3.00	\$ 9,300.00	-	\$ -	3,100.00	\$ 9,300.00	3,100.00	\$ 9,300.00
61	Line, Thermoplastic, Solid, White, 4 in	2,750	LFT	\$ 3.00	\$ 8,250.00	-	\$ -	2,750.00	\$ 8,250.00	2,750.00	\$ 8,250.00
62	Line, Thermoplastic, Solid, White, 8 in.	375	LFT	\$ 7.25	\$ 2,718.75	-	\$ -	375.00	\$ 2,718.75	375.00	\$ 2,718.75
63	Transverse Marking, Thermoplastic,	230	LFT	\$ 9.00	\$ 2,070.00	-	\$ -	230.00	\$ 2,070.00	230.00	\$ 2,070.00
64	Transverse Marking, Thermoplastic,	30	LFT	\$ 11.50	\$ 345.00	-	\$ -	30.00	\$ 345.00	30.00	\$ 345.00
65	Topsoil, Undistributed, 6 in.	150	CYS	\$ 1.00	\$ 150.00	-	\$ -	150.00	\$ 150.00	150.00	\$ 150.00
66	Mobilization & Demobilization for Seeding	1	EA	\$ 1.00	\$ 1.00	-	\$ -	1.00	\$ 1.00	1.00	\$ 1.00
67	Mulched Seeding, Type 'U'	800	SYS	\$ 0.05	\$ 40.00	-	\$ -	800.00	\$ 40.00	800.00	\$ 40.00
Total Division Street					\$ 181,233.50			\$ 181,233.50		\$ 181,233.50	
TOTAL CONTRACT					\$ 309,257.50	\$ 9,124.00		\$ 300,133.50		\$ 309,257.50	

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the 2022-2 CCMG project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$270,120.15 hereby waives and releases unto the said owner of said premises, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, TO AND FOR SAID AMOUNT, on account of any and all labor, material, or both, furnished for or incorporated into said building as well as products from the asphalt plant which is owned by Niblock Excavating, by the undersigned, up to this date, and does further certify that the consideration moving to the undersigned for executing this **Partial Waiver of Lien** has been mutually given and accepted as a part payment to or on account of the said Contract for said building and real estate.

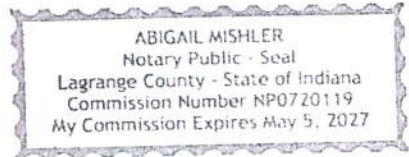
Signed, sealed and delivered this 10th day of August 2023.

Signed : **Niblock Excavating, Inc.**
By: Chad Niblock, President

Personally appeared before me this 10th day of August 2023, Chad Niblock, who, being duly sworn on oath, says: That he is President of **Niblock Excavating, Inc.**, and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said corporation and at its special instance and request.

State of Indiana
County of Elkhart

Abigail Mishler



Notary Public: Abigail Mishler, Resident of LaGrange County
My Commission Expires: May 5, 2027

Ordinance No. 8-17-2023-19

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 17th day of August, 2023.

Fund # & Name	Amt Req & Approved	Appropriation	Purpose
2565 / TIF #171 GGT	\$104,087.92	2565-001-500	GGT payout

Grand total: \$104,087.92

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
July 2023

Traffic Enforcement:	Citations: 40
	Warnings: 70
Calls for Service:	707
Calls:	391
Vehicle Crashes:	Property Damage: 10
	Personal Injury: 0
	Fatal: 0
	Leaving Scene: 2
Criminal Enforcement:	Cases Taken: 53
	Cases closed by arrest: 15
	OWI: 3 Felony: 0
	Poss. Drugs and/or Paraphernalia: 5
Junk & Abandoned Vehicles:	Tagged: 0
	Fixed or Removed: 0
Impounded Vehicles:	9
Miles Driven:	14,733

Criminal Enforcement: In July we have taken 53 cases and 15 of those were closed by immediate arrest. Three OWI arrests, 5 thefts, 3 possession marijuana, 1 dealing in methamphetamine, 2 domestic batteries, 1 resisting law enforcement, 1 burglary, 2 criminal trespass, 1 criminal mischief, 1 possession of paraphernalia and 8 warrant arrests. 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 July officers investigated 12 vehicle crashes of these 2 were leaving the scene. Officers issued 40 traffic citations, addressing speed, signal and sign violations. There were 2 of our citations that were for driving while license suspended or never receiving a license. They also issued 70 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

Public Relations

The Bristol Police Department would like to thank everyone who contributed to making the 2023 Bristol Homecoming a success. There were no major incidences during homecoming which made it more enjoyable for everyone. We would like to thank all the volunteers who came to help with traffic control during this event. We appreciate you!

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 11, Item b.

First Date: 07/01/2023

Jurisdiction: ECC

Last Date: 07/31/2023

	<i>Department</i>	<i>Number</i>
1	4	391

Total: 391

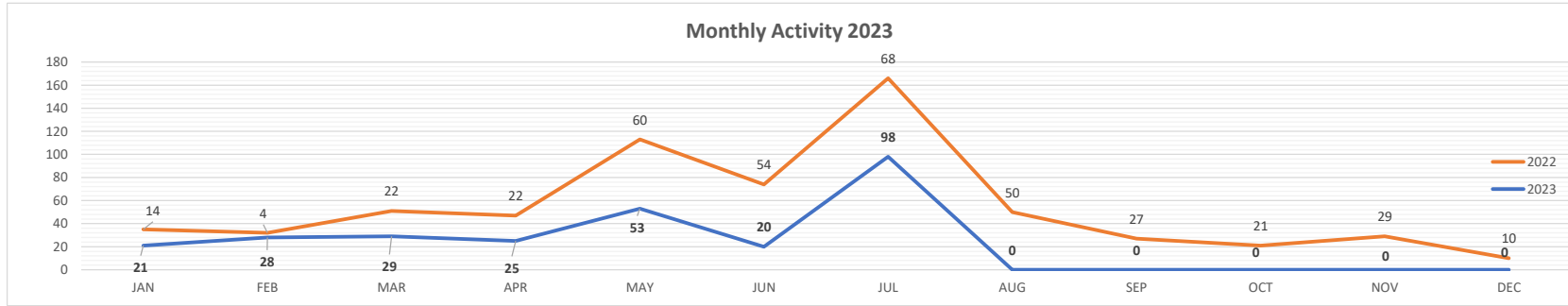
Code Enforcement Dashboard 2023

Section 11, 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
Abandoned & Junk Vehicles (Property)	6	2	0	0	0	0	6	0	0	0	0	0	14	51	14	1	0	0	9	1	3
Abandoned & Junk Vehicles (Street)	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
Animals	1	1	1	0	1	3	1	0	0	0	0	0	8	16	8	0	0	0	4	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	0	0	0	0	0	97	101	97	2	0	0	94	0	3
Illegal Parking	10	1	20	12	14	5	10	0	0	0	0	0	72	121	72	2	0	0	71	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	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	0	0	0	0	24	20	24	5	0	0	18	1	5
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	0	0	0	0	0	13	3	13	9	0	0	9	0	5
Trash on property	0	1	1	0	0	0	0	0	0	0	0	0	2	19	2	0	0	0	1	0	1
Trees & Bushes	0	0	2	0	0	0	2	0	0	0	0	0	4	10	4	0	0	0	2	0	2
Weeds & Rank Vegetation	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0	1	0	0	0	0	0
Vehicles for sale on grass	1	0	0	2	0	1	0	0	0	0	0	0	4	4	4	0	0	0	4	0	0
Other	2	3	2	2	2	0	2	0	0	0	0	0	13	10	13	0	0	0	11	2	0
TOTAL	21	28	29	25	53	20	98	0	0	0	0	0	274	381	274	20	0	0	242	9	22

Citizens' complaints	2	4	5	3	7	3	3	0	0	0	0	0	27
Code enforcement officer	19	24	24	22	46	17	95	0	0	0	0	0	247

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Chicken Permits Issued	0	0	0	1	0	0	1	0	0	0	0	0	2



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



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

August 2023 Operations Report:

We responded to 123 emergency calls in July.

Consisting of

1 Structure fires, 6 Smoke/Odor Investigations, 2 Gas Leak, 28 Misc. Assistance Calls, 10 Fire Alarms, 3 Trash Fires, 1 Natural Vegetation/Grass Fires, 1 Water Rescue, 71 Ambulance calls.

608 Responses for July

Staffing:

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

Additional:

We participated in Back to School Night on August 15th.

We are participating in the United Way Cardboard Boat race on Friday at LaSalle Bristol on CR 17. All the festivities start at 11:00 and we are scheduled to race at 3:00pm. If you are free, please come and cheer us on.

The training ground is coming along. We received zoning approval this morning. We are hoping to be up and running in the middle to late September.

We are looking forward to the car show this weekend at Congdon Park.

We are currently preparing for the Corndog Festival in September.

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

August 8, 2023 Park Board Report

Present at Meeting:

Dean Rentfrow, Linda Powell, Mike Ropp, Jill Swartz, Mike Yoder, Secretary RoseMary McDaniel. Scott Dreamer on vacation. Kristen was on vacation but sent report.

Visitor Sarah Burton from the Hub explained her handout and the purpose of the organization.

Visitor Juanita Gomez from the Healthy Life Nutrition business. She introduced Flavia, her exercise instructor. She wanted the use of the Hermance Pavilion on Tuesdays and Fridays for 1 hour from 5:30 to 6:30 pm for everyone - for families and the purpose is to promote better physical and mental health for the community. They will be giving free samples and prizes.

It was moved by Mike and seconded by Linda to approve their use of the pavilion.

Mike Yoder talked about the plans for the pedestrian Bridge, which is a 4.2 million dollar project. He explained that they have done a 3 million grant which has been submitted. The design for the multi-use footbridge is estimated to be done by December 14.

-2-

Jill Swartz talked about the Girl Scouts decision to change their rock project to only be in the mulched area by the memorial bench. This change was decided because of the new pedestrian bridge. They will be installing their rock project on Sunday, Aug.13, 2023. A sign is being made to identify the rock project.

Report provided by Kristen who is on vacation. The summer program is completed. Kristen has noticed that there are trash issues in some of the parks. She felt that more trash cans need to be available. Possible trash pickup on both Friday and Monday would eliminate some of the problem. The Board will consider adding some trash cans. More discussion will follow at next meeting.

Kristen will be attending the Bristol Elementary back to school night on August 15 from 5:30 to 7:30 to inform them about what events will be coming up in the Park.

On Saturday, August 26 there will be a St. Joe cleanup from 9:30 am to 12:30 pm. We will be meeting in Congdon Park. Please bring work gloves, refillable water bottle, and wear bright clothes. Also bring a flotation device if you planning on going in the water.

-3-

Congdon Park: It was suggested by the Town Board President that we install more picnic tables in this Park. They are needed especially on Food Truck Fridays and for Homecoming and Corn Dog Festival. Dean said he will move several wood picnic table to that area for now.

Hermance Park: Mike Ropp said that the planting of the native Indiana plants will be done in 2024.

Cummins Park: Discussed several locations of poison ivy.

New Business: All Park rental agreements need to have a age qualification 21 years and over.

Kristen has proposed idea of planting trees for next year's Arbor Day.

Next Park Board Meeting on Tuesday, Sept. 12, 2023 at 6pm at Town Hall. Visitors welcome.

Revised by Secretary RoseMary McDaniel 8/17/23

ORDINANCE NO. 8-17-2023-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA ANNEXING CERTAIN TERRITORY AND DECLARING THE SAME TO BE A PART OF THE TOWN OF BRISTOL, INDIANA

WHEREAS, the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”) has the authority to annex lands into the Town pursuant to Indiana Code § 36-4-3 (the “Act”); and

WHEREAS, the Council received a petition for voluntary annexation into the Town (the “Petition”); and

WHEREAS, the Petition requests that two parcels along State Road 120, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-29-451-017.000-030 and 20-03-32-127-007.000-030, consisting of approximately 3.2 acres (the “Annexation Territory”), be annexed by the Town; and

WHEREAS, the Petition has been signed by one hundred percent (100%) of the owners of land within the Annexation Territory; and

WHEREAS, a legal description and map of the Annexation Territory are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by reference; and

WHEREAS, the Annexation Territory is contiguous to the current boundaries of the Town in accordance with Section 1.5 of the Act and has not been previously annexed; and

WHEREAS, the Annexation Territory is currently zoned under Elkhart County zoning as Single-family Residential (R-1); and

WHEREAS, the Council has adopted, by resolution, a fiscal plan for the annexation of the Annexation Territory in accordance with Section 3.1(d) of the Act; and

WHEREAS, the Council has conducted a public hearing on August 3, 2023, as required by law with regard to the annexation of the Annexation Territory; and

WHEREAS, the Council now finds that the statutory criteria under the Act for annexation have been met.

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. In accordance with Section 5.1 of the Act, the Annexation Territory is hereby annexed to and declared to be part of the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.
- Section 3. The Annexation Territory is to further include the contiguous public highways and rights-of-way of the public highways which are adjacent to the Annexation Territory pursuant to Section 2.5 of the Act.
- Section 4. The Annexation Territory shall not be assigned to any Town Council District as the Town has abolished the Town’s Council Districts under Indiana Code 36-5-2-4.1.
- Section 5. The Annexation Territory shall retain the Single-family Residential (R-1) zoning classification following the annexation into the Town upon the effective date of this Ordinance.
- Section 6. This Ordinance shall be in full force and effect upon its passage by the Council, and its publication and filing, upon the passage of the applicable thirty (30) day waiting period, in the absence of remonstrance and appeal, all as provided by the Act.
- Section 7. That all ordinances or parts thereof in conflict herewith are hereby repealed.

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 17th DAY OF AUGUST, 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

Prepared by and return after recording to:

Scott C. Frissell
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, IN 46032-5407
Phone: (317) 238-6246

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Scott C. Frissell

EXHIBIT A
LEGAL DESCRIPTION

For APN/Parcel ID(s): 20-03-29-451-017.000-030

A part of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), and the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of Section Thirty-Two (32), in Township Thirty-Eight (38) North, Range Six (6) East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone marking the southwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32) and assuming the West line of said Quarter Section to have a bearing of due North and South; thence due North, along the West line of said Quarter Section, a distance of Two Thousand Two Hundred Twenty-Eight and Five Tenths (2,228.5) feet to a spike nail marking the intersection of the West line of said Quarter Section with the center line of the Elkhart - Bristol Road [commonly known as State Road Number 120]; thence North Sixty-One (61) degrees Forty (40) minutes East, along a chord segment of said curve, a distance of Three Hundred Twelve and Thirty-Eight Hundredths (312.38) feet to the point of tangent; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of Four Hundred Fifty (450.00) feet to the point of beginning of this description; thence North Sixty (60) degrees Seventeen (17) minutes East, parallel with the center line of said road, a distance of One Hundred Forty-Eight and Thirty-Four Hundredths (148.34) feet; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of approximately Seven Hundred Fifty-Five and Nine Tenths (755.9) feet to the waters edge of the St. Joseph River; thence Southwestwardly, meandering along the waters edge of said river to a point that is North Twenty-Four (24) degrees Eighteen (18) minutes West, and approximately Six Hundred Seventy (670.00) feet northwardly of the point of beginning; thence South Twenty-Four (24) degrees Eighteen (18) minutes East, approximately Six Hundred Seventy (670.00) feet to the point of beginning.

Containing approximately Two and Forty-Three Hundredths (2.43) acres of land.

Subject to the overflow rights of Indiana & Michigan Electric Company [now American Electric Power].

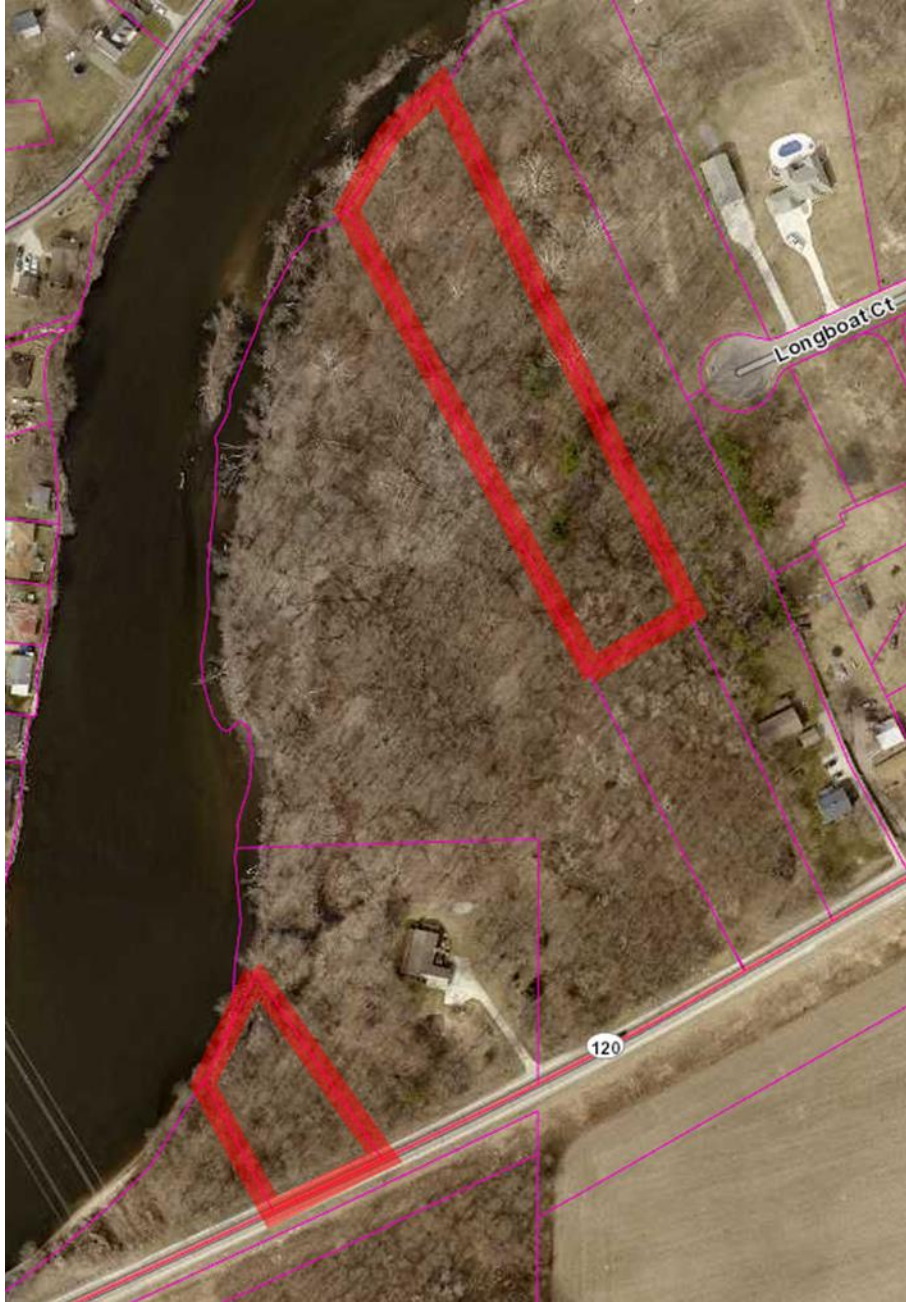
For APN/Parcel ID(s): 20-03-32-127-007.000-030

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD TIE POST MONUMENTING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 32, AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 32 TO HAVE AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (DUE NORTH); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2228.50 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120, THENCE SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 199.05 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 28.13 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120, THENCE SOUTH 65 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 133.77 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 TO AN IRON REBAR WITH CAP (DORIOT 890028); THENCE NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 149.08 FEET TO A 3/4 INCH IRON PIPE BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.18 FEET TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE NORTH 26 DEGREES 06 MINUTES 57 SECONDS EAST MORE OR LESS ALONG THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER, A DISTANCE OF 131.45 FEET MORE OR LESS TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 125.00 FEET TO AN IRON REBAR WITH CAP (DORIOT 890028) BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 165.08 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY



RESOLUTION NO. 8-17-2023-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA, ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF CERTAIN TERRITORY INTO THE TOWN OF BRISTOL, INDIANA

WHEREAS, the Town Council (the “Council”) of the Town of Bristol, Indiana (the “Town”) is considering the voluntary annexation of certain territory into the Town; and

WHEREAS, the area to be annexed is legally described and depicted in Appendix II to the Fiscal Plan (as defined herein) (the “Annexation Territory”); and

WHEREAS, pursuant to Indiana Code § 36-4-3-3.1(d), the Council is required to adopt a written fiscal plan and establish a definitive policy, by resolution, that meets the requirements set forth in Indiana Code § 36-4-3-13 for the Annexation Territory, prior to adopting an annexation ordinance; and

WHEREAS, the required fiscal plan, included as Exhibit A (the “Fiscal Plan”) and attached hereto and made a part hereof, has been prepared and presented to this Council for consideration; and

WHEREAS, the Fiscal Plan has been reviewed and complies with the requirements of Indiana Code § 36-4-3-13.

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

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

Section 2. The Fiscal Plan is hereby approved and adopted for the Annexation Territory.

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

* * * * *

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA THIS
17th DAY OF AUGUST, 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
FISCAL PLAN
(To be attached)

**ANNEXATION FISCAL PLAN
FOR THE
TOWN OF BRISTOL, INDIANA**

**Apartment Project #1 Annexation
Apartment Project #2 Annexation
Apartment Project #3 Annexation
Phase 1 & Phase 2**

May 24, 2023

Prepared by:



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INTRODUCTION

The following fiscal plan (the "Fiscal Plan") is for the proposed annexation of parcels to the north of the existing corporate limits on the west side of Bristol (the "Annexation Areas"). This annexation will be accomplished in two phases. Each phase of the annexation will be adjacent to the Town of Bristol, IN (the "Town"). The requirements of the Indiana Code mandate the development and adoption of a written fiscal plan and the establishment of a definite policy by resolution of the Town Council. The Indiana Code 36-4-3-13(d) states that this Fiscal Plan must include and provide:

- 1) The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency;
- 2) The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used;
- 3) The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin;
- 4) That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation, and that they will be provided in a manner equivalent in standard and scope to those non-capital services provided in areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density;
- 5) That services of a capital improvement nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria;
- 6) The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation;
- 7) The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation;

INTRODUCTION

- 8) Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation; and

- 9) A list of all parcels of property in the annexation territory and the following information regarding each parcel:
 - (A) The name of the owner of the parcel.
 - (B) The parcel identification number.
 - (C) The most recent assessed value of the parcel.
 - (D) The existence of a known waiver of the right to remonstrate on the parcel.

This Fiscal Plan may include additional materials in connection with the foregoing. It was developed through the cooperative efforts of the Town's various administrative offices and the Town's financial advisors, Baker Tilly. This Fiscal Plan is the result of an analysis of the proposed Annexation Areas.

Each phase of the annexation will be contiguous to the Town for the purposes of Indiana Code 36-4-3-1.5, and there is a written Fiscal Plan, herein provided, that has been approved by the Town Council.

SECTION I

AREA DESCRIPTION

A. Location, Area Size and Contiguity

The proposed Annexation Areas are located on the north side of the existing corporate boundaries of the Town. A map and legal description of the areas to be annexed have been included in attached Appendix II.

Phase I

The Apartment Project #1 Annexation Area is approximately 10 acres. The perimeter boundary of the Apartment Project #1 Annexation Area is over 12.5% contiguous to the existing corporate boundaries of the Town.

Phase II

The Apartment Project #2 Annexation Area is approximately 2 acres. The perimeter boundary of the Apartment Project #2 Annexation Area is over 25% contiguous to the existing corporate boundaries of the Town.

The Apartment Project #3 Annexation Area is approximately 1 acre. The perimeter boundary of the Apartment Project #3 Annexation Area is over 25% contiguous to the existing corporate boundaries of the Town.

B. Current Land Use

The Annexation Areas consist of residential property and vacant land.

C. Zoning

Existing Zoning: Agriculture (A-1)
Proposed Zoning: Multiple-Family Residential (R-3)

D. Current Population

The current population of the Annexation Areas is estimated at 3. This figure was derived by multiplying the estimated number of households in the Annexation Areas by the persons per household figure in the 2010 Census for Washington Township in Elkhart County.

Households	1
Population per household	2.71
Estimated Population	<u>3</u>

E. Real Property Assessed Valuation

The estimated net assessed valuation for land and improvements in the Annexation Areas is \$267,030, with \$227,030 being in Phase 1 and \$40,000 being in Phase 2. This represents the assessed value as of January 1, 2022 for taxes payable 2023.

SECTION II

NON-CAPITAL SERVICES

A. Cost of Services

The current standard and scope of non-capital services being delivered within the Town and the Annexation Areas were evaluated by each municipal department to determine the personnel and equipment necessary to provide such non-capital services in a manner equivalent in standard and scope to services that are currently provided within the existing Town's municipal boundary.

The Town will provide all non-capital services to the Annexation Areas within one (1) year after the effective date of the annexation in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town regardless of topography, patterns of land use, and population density.

B. Police Protection

The Elkhart County Sheriff's Department currently provides police protection and law enforcement services to the Annexation Areas. However, all non-capital services of the Bristol Police Department will be made available in the Annexation Areas within 1 year of the effective date of the annexations and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

The Town of Bristol Police Department's ("BPD") primary purpose is the prevention of crime. The BPD patrols within the boundaries of the Town on a daily basis and responds to all alarm calls. In addition, the BPD provides other services such as detection and apprehension of offenders, traffic control and preservation of civil order. The BPD does not distinguish between different areas of the Town. The same services are provided throughout the Town. Due to the location and character of the Annexation Areas, the BPD does not anticipate additional costs as a result of the annexation.

C. Fire Protection

The Annexation Areas are currently served by the Washington Township Volunteer Fire Department ("WTVFD"). The WTVFD serves the Town of Bristol through a contractual agreement. Given the relatively small Annexation Areas, it is anticipated that any increase in the cost of the contractual arrangement for fire services will be negligible.

SECTION II

(Cont'd)

NON-CAPITAL SERVICES

D. Emergency Medical Services

Currently, the WTVFP provides emergency medical services to the Annexation Areas. These services include, but are not limited to, emergency medical response. Given the relatively small Annexation Areas, it is anticipated that any increase in the cost of the contractual arrangement for emergency medical services will be negligible.

E. Street Maintenance

There are no streets within the Annexation Areas for which the Town will be responsible for maintenance; therefore, there will be no additional costs for the provision of street maintenance services upon annexation. However, all non-capital services of the Bristol Street Department will be made available in the Annexation Areas within 1 year of the effective date of the annexations and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

F. Storm Water and Drainage

Storm water and drainage facilities throughout the Annexation Areas will be consistent with the Town's current storm water and drainage system throughout the Town. The Town and County have maintained their drainage areas very similarly, therefore it is not anticipated that there will be any additional cost to the Town. Any future development in the area will have to have its storm water plan approved by the Town, and any associated storm water and drainage costs will be borne by the developers. Nevertheless, all non-capital storm water services will be made available in the Annexation Areas within 1 year of the effective date of the annexations and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

G. Parks

There are currently four downtown parks in the Town of Bristol. Hermance Park has a rental pavilion and Congdon Park has a rental gazebo. Raber Golf Course is town-owned and is located across from Bay Ridge on the west end of Town. It is anticipated that no additional parks will be added as a result of annexation, therefore there will be no additional costs to the Town.

SECTION II

(Cont'd)

NON-CAPITAL SERVICES

H. Governmental Administrative Services

The Town does not anticipate that the addition of the Annexation Areas will result in a demand for Governmental Administrative Services that cannot be met by the existing staffing of the Town's offices, agencies and departments. All non-capital services of the administration of the Town will be made available in the Annexation Areas on the date the annexations becomes effective and will be extended in a manner equivalent in standard and scope to the services provided to the other areas within the corporate boundaries of the Town.

The Governmental Administrative Services of the Town include, but are not limited to, the services provided by the following:

- Town Council
- Clerk-Treasurer's Office
- Town Manager

SECTION III

CAPITAL IMPROVEMENTS

A. Cost of Services

The Annexation Areas were evaluated to determine the services and facilities required to provide the same type of services in the same manner as services that are currently provided within the existing Town's corporate limits.

The Town will provide the following capital services to the Annexation Areas no later than three (3) years after the effective date of the annexations in the same manner as those capital services provided to areas within the Town regardless of topography, patterns of land use, and population density and in a manner consistent with federal, state and local laws, procedures and planning criteria. It is currently assumed that both phases of the annexation will be effective as soon as practically possible, but not later than December 31, 2023.

B. Water Service

Portions of the Annexation Areas are currently not being served. The Bristol Municipal Water Utility provides water service in the surrounding area and has the capacity and capability to serve the Annexation Areas if and when connection is desired. It is anticipated that new customers will pay the applicable tap fee and water assessment charges. It is important to note that the Water Utility is a separate proprietary fund of the Town that maintains separate books and records, and extensions in service are typically borne by the respective property owner or developer. Regardless, all capital services of the Water Department will be extended to the Annexation Areas within 3 years of the effective date of the annexations in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

C. Wastewater Service

Portions of the Annexation Areas are currently not being served. The Bristol Municipal Sewage Works provides wastewater service in the surrounding area and has the capacity and capability to serve the Annexation Areas if and when connection is desired. It is anticipated that new customers will pay the applicable tap fee and sewer assessment charges. It is important to note that the Sewage Works is a separate proprietary fund of the Town that maintains separate books and records, and extensions in service are typically borne by the respective property owner or developer. Regardless, all capital services of the Wastewater Department will be extended to the Annexation Areas within 3 years of the effective date of the annexations in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

CAPITAL IMPROVEMENTS

D. Storm Water and Drainage

Storm water and drainage facilities throughout the Annexation Areas will be consistent with the Town's current storm water and drainage system throughout the Town. The future development in the Annexation Areas will have to have their storm water plan approved by the Town, and any associated storm water and drainage costs will be borne by the developers, therefore it is not anticipated that there will be any additional cost to the Town. Regardless, all capital storm water services of the Town will be extended to the Annexation Areas within three (3) years of the effective date of the annexations in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

E. Street Construction

Construction of any new streets within the Annexation Areas will be the responsibility of the appropriate developer in accordance with the applicable Town Code. There are currently no existing streets within the Annexation Areas for which the Town will be responsible. Regardless, all capital services of the Street Department, including evaluation and construction services, will be extended to the Annexation Areas within 3 years of the effective date of the annexations in the same manner as those services are provided to areas inside the corporate limits and in a manner consistent with federal, state and local laws, procedures and planning criteria.

SECTION IV

FISCAL IMPACT

As a result of the annexations, based on assessed values as of January 1, 2022, the net assessed value for the Town is anticipated to increase by \$267,030, or approximately 0.10%. The net impact of increasing the Town's net assessed value will result in additional property tax revenues to the Town, which may be used to offset the cost of providing services to the Annexation Areas.

It is assumed that the effective date of Phase I and Phase II of this annexation will be as soon as practically possible, but no later than December 31, 2023. Based on the assumed effective date, property owners in Phase I and Phase II of the Annexation Areas will not pay property taxes to the Town until 2024 payable 2025. However, the Town will begin providing non-capital municipal services to the property owners within one (1) year after the effective date of each phase, and it will begin providing capital municipal services to the property owners within three (3) years after the effective date of each phase.

It is anticipated that there will be no additional costs to the Town as a result of the annexations.

It is anticipated that the Town will realize an increase in its levy of approximately \$1,934 (\$1,726 net of circuit breaker) as a result of the annexations. However, the percentage increase in the levy will not exceed the percentage increase in the Town's assessed value; therefore, there is not anticipated to be a tax rate increase as a direct result of the annexations. If there is a shortfall in revenue from the annexations, the services described in this plan can be provided using funds on hand.

Based on the assumed annual growth factors noted on page 11, the additional levy will be approximately \$2,029 (\$1,821 net of circuit breaker) in 2026, \$2,126 (\$1,918 net of circuit breaker) in 2027 and \$2,217 (\$2,009 net of circuit breaker) in 2028. The impacts on other taxing units will be minor. The estimated additional property tax cap losses for the overlapping taxing units are as follows: School \$217; Township \$3; County \$98; Library \$11.

SECTION V

ASSUMED INDEBTEDNESS

As required by Indiana Code 36-4-3-10, the Town will assume and pay any unpaid bonds or other obligations of Washington Township existing at the effective date of the annexations in the same ratio as the assessed valuation of the property in the Annexation Areas bears to the assessed valuation of all property in Washington Township, as shown by the most recent assessment for taxation before the annexations, unless the assessed property within the Town is already liable for the indebtedness.

There is no debt currently outstanding for Washington Township.

Appendix I

TOWN OF BRISTOL, INDIANA

*Apartment Project #1 Annexation
 Apartment Project #2 Annexation
 Apartment Project #3 Annexation*

ESTIMATED ASSESSED VALUE AND TAX RATE IMPACT

(Assumes first year of tax collections from Annexation Areas is 2024 pay 2025)

<u>Assessment Year</u>	<u>Estimated Net Assessed Value of Annex. Areas</u>	<u>Estimated Net Assessed Value of Town</u>	<u>Total Est. Net Assessed Value of Town</u>	<u>Est. Property Tax Levy of Town</u>	<u>Est. Property Tax Rate</u>
	(1)	(2)	(3)	(4),(5)	(6)
2022 Pay 2023	N/A	\$241,522,326	\$241,522,326	\$2,100,761	\$0.8698
2023 Pay 2024	N/A	253,598,442	253,598,442	2,185,999	0.8620
2024 Pay 2025	\$267,030	266,278,364	266,545,394	2,276,775	0.8542
2025 Pay 2026	267,030	279,592,282	279,859,312	2,388,464	0.8535
2026 Pay 2027	267,030	293,571,896	293,838,926	2,503,382	0.8520
2027 Pay 2028	267,030	308,250,491	308,517,521	2,612,049	0.8466

- (1) Based on the current net assessed value of the real property in the Annexation Areas as gathered from the Elkhart County Assessor's office. Assumes only the base assessed value, as the incremental assessed value from the future development is anticipated to be captured within a TIF area, with those property tax dollars received by the Town's redevelopment commission.
- (2) Assumes the assessed value for the Town of Bristol, excluding the Annexation Areas, grows at a rate of 5%.
- (3) Represents the net assessed value for the Town, including the Annexation Areas, used to calculate the tax rate.
- (4) Assumes controlled property tax levies increase at an annual growth factor of 4.0% for 2024, 4.0% for 2025, 4.9% for 2026, 4.8% for 2027, and 4.3% for 2028. Also, assumes the CCD rate remains constant, which results in additional levy due to NAV growth.
- (5) Assumes the Town receives an automatic increase in its levy equal to its percentage increase in net assessed value as a result of annexation.
- (6) Based on the Est. Property Tax Levy of Town divided by the Total Est. Net Assessed Value of Town.

TOWN OF BRISTOL, INDIANA

Section 14, Item b.

Apartment Project #1 Annexation
Apartment Project #2 Annexation
Apartment Project #3 Annexation

PARCEL LIST

<u>Parcel ID</u>	<u>Owner</u>	<u>'22 Pay '23 Net Assessed Value</u>	<u>Remonstrance Waiver</u>
20-03-32-127-006.000-030	Swank & White, LLC	\$157,430	No
20-03-29-451-015.000-030	Swank & White, LLC	18,300	No
20-03-29-378-004.000-030	Swank & White, LLC	51,300	No
20-03-29-451-017.000-030	Swank & White, LLC	30,200	No
20-03-32-127-007.000-030	Swank, Kurt	9,800	No
	Total	<u>\$267,030</u>	

Appendix II

PHASE I

MAP OF THE ANNEXATION TERRITORY



PHASE I

LEGAL DESCRIPTION

For APN/Parcel ID(s): 20-03-29-451-015.000-030

A part of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), and the Northwest Quarter (NW 1/4) and the Notheast Quarter (NE 1/4) of Section Thirty-Two (32), in Township Thirty-Eight (38) North, Range Six (6) East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone marking the southwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32) and assuming the West line of said Quarter Section to have a bearing of due North and South, thence due North, along the West line of said Quarter Section, a distance of Two Thousand Two Hundred Twenty-Eight and Five Tenths (2,228.5) feet to a spike nail marking the intersection of the West line of said Quarter Section with the center line of the Elkhart - Bristol Road [commonly known as State Road Number 120]; thence North Sixty-One (61) degrees Forty (40) minutes East, along a chord segment of said curve, a distance of Three Hundred Twelve and Thirty-Eight Hundredths (312.38) feet to the point of tangent and the point of beginning of this description; thence North Twenty-Eight (28) degrees Twenty-Four (24) minutes Eighteen (18) seconds West, a distance for Four Hundred Fifty (450.00) feet; ~~thence North Sixty (60) degrees Seventeen (17) minutes East, parallel with the center line of said road, a distance of One Hundred Forty-Eight and Thirty-Four Hundredths (148.34) feet; thence South Twenty-Four (24) degrees Eighteen (18) minutes East, a distance of Four hundred Fifty (450.00) feet to the center line of said road, thence South Sixty (60) degrees Seventeen (17) minutes West, along said road, a distance of One Hundred Forty-Eight and Thirty-Four Hundredths (148.34) feet to the place of beginning.~~

Containing One and Fifty-Three Hundredths (1.53) acres of land.

Subject to Public Highway: State Road No. 120.

For APN/Parcel ID(s): 20-03-32-127-006.000-030 and 20-03-29-378-004.000-030

A PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 6 EAST, IN WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, AND ASSUMING THE WEST LINE OF SAID QUARTER SECTION TO HAVE A BEARING OF DUE NORTH AND SOUTH, THENCE DUE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION, 2,228.5 FEET TO A SPIKE NAIL MARKING THE INTERSECTION OF THE WEST LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF ELKHART-BRISTOL ROAD (COMMONLY KNOWN AS STATE ROAD NUMBER 120); THENCE NORTH 61 DEGREES 40 MINUTES EAST ALONG A CHORD SEGMENT OF SAID CURVE, 312.38 FEET TO THE POINT OF TANGENT: THENCE NORTH 60 DEGREES 17 MINUTES EAST, ALONG THE CENTER LINE OF SAID ROAD, 148.34 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 60 DEGREES 17 MINUTES WEST, ALONG THE CENTER LINE OF SAID ROAD, 148.34 FEET TO A POINT OF CURVE: THENCE SOUTH 61 DEGREES 40 MINUTES WEST, ALONG A CHORD SEGMENT OF SAID CURVE, 312.38 FEET TO THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID ROAD WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST, ALONG A CHORD SEGMENT OF SAID CURVE, 227.18 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE SOUTH 65 DEGREES 8 MINUTES WEST, ALONG THE CENTER LINE OF SAID ROAD, 133.71 FEET; THENCE NORTH 21 DEGREES 17 MINUTES WEST, APPROXIMATELY 204.28 FEET TO THE WATER'S EDGE OF THE ST. JOSEPH RIVER; THENCE UPSTREAM AND MEANDERING ALONG THE WATER'S EDGE OF SAID ST. JOSEPH RIVER TO A POINT THAT IS NORTH 24 DEGREES 18 MINUTES WEST, APPROXIMATELY 1,200.00 FEET NORTHERLY OF THE PLACE OF BEGINNING; THENCE SOUTH 24 DEGREES 18 MINUTES EAST, APPROXIMATELY 1,200.00 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

southwest

COMMENCING AT A RAILROAD TIE POST MONUMENTING THE [REDACTED] CORNER OF SAID NORTHEAST QUARTER OF SECTION 32, AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 32 TO HAVE AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (DUE NORTH); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2228.50 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120; THENCE SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120 A DISTANCE OF 199.05 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 BEING

THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 28.13 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120; THENCE SOUTH 65 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 133.77 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 TO AN IRON REBAR WITH CAP (DORIOT 890028); THENCE NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 149.08 FEET TO A 3/4 INCH IRON PIPE BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.18 FEET TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE NORTH 26 DEGREES 06 MINUTES 57 SECONDS EAST MORE OR LESS ALONG THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER, A DISTANCE OF 131.45 FEET MORE OR LESS TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 125.00 FEET TO AN IRON REBAR WITH CAP (DORIOT 890028) BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 165.08 FEET TO THE POINT OF BEGINNING.

Also excepting therefrom the following:

For APN/Parcel ID(s): 20-03-29-451-017.000-030

A part of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), and the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of Section Thirty-Two (32), in Township Thirty-Eight (38) North, Range Six (6) East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone marking the southwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32) and assuming the West line of said Quarter Section to have a bearing of due North and South; thence due North, along the West line of said Quarter Section, a distance of Two Thousand Two Hundred Twenty-Eight and Five Tenths (2,228.5) feet to a spike nail marking the intersection of the West line of said Quarter Section with the center line of the Elkhart - Bristol Road [commonly known as State Road Number 120]; thence North Sixty-One (61) degrees Forty (40) minutes East, along a chord segment of said curve, a distance of Three Hundred Twelve and Thirty-Eight Hundredths (312.38) feet to the point of tangent; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of Four Hundred Fifty (450.00) feet to the point of beginning of this description; thence North Sixty (60) degrees Seventeen (17) minutes East, parallel with the center line of said road, a distance of One Hundred Forty-Eight and Thirty-Four Hundredths (148.34) feet; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of approximately Seven Hundred Fifty-Five and Nine Tenths (755.9) feet to the waters edge of the St. Joseph River; thence Southwestwardly, meandering along the waters edge of said river to a point that is North Twenty-Four (24) degrees Eighteen (18) minutes West, and approximately Six Hundred Seventy (670.00) feet northwardly of the point of beginning; thence South Twenty-Four (24) degrees Eighteen (18) minutes East, approximately Six Hundred Seventy (670.00) feet to the point of beginning.

PHASE II

MAP OF THE ANNEXATION TERRITORY



PHASE II

LEGAL DESCRIPTION

For APN/Parcel ID(s): 20-03-29-451-017.000-030

A part of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), and the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of Section Thirty-Two (32), in Township Thirty-Eight (38) North, Range Six (6) East, in Washington Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone marking the southwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32) and assuming the West line of said Quarter Section to have a bearing of due North and South; thence due North, along the West line of said Quarter Section, a distance of Two Thousand Two Hundred Twenty-Eight and Five Tenths (2,228.5) feet to a spike nail marking the intersection of the West line of said Quarter Section with the center line of the Elkhart - Bristol Road [commonly known as State Road Number 120]; thence North Sixty-One (61) degrees Forty (40) minutes East, along a chord segment of said curve, a distance of Three Hundred Twelve and Thirty-Eight Hundredths (312.38) feet to the point of tangent; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of Four Hundred Fifty (450.00) feet to the point of beginning of this description; thence North Sixty (60) degrees Seventeen (17) minutes East, parallel with the center line of said road, a distance of One Hundred Forty-Eight and Thirty-Four Hundredths (148.34) feet; thence North Twenty-Four (24) degrees Eighteen (18) minutes West, a distance of approximately Seven Hundred Fifty-Five and Nine Tenths (755.9) feet to the waters edge of the St. Joseph River; thence Southwestwardly, meandering along the waters edge of said river to a point that is North Twenty-Four (24) degrees Eighteen (18) minutes West, and approximately Six Hundred Seventy (670.00) feet northwardly of the point of beginning; thence South Twenty-Four (24) degrees Eighteen (18) minutes East, approximately Six Hundred Seventy (670.00) feet to the point of beginning.

Containing approximately Two and Forty-Three Hundredths (2.43) acres of land.

Subject to the overflow rights of Indiana & Michigan Electric Company [now American Electric Power].

For APN/Parcel ID(s): 20-03-32-127-007.000-030

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD TIE POST MONUMENTING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 32, AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 32 TO HAVE AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (DUE NORTH); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2228.50 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120, THENCE SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 199.05 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 22 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 28.13 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 120, THENCE SOUTH 65 DEGREES 08 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE OF STATE ROAD 120, A DISTANCE OF 133.77 FEET TO A POINT ON SAID CENTERLINE OF STATE ROAD 120 TO AN IRON REBAR WITH CAP (DORIOT 890028); THENCE NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 149.08 FEET TO A 3/4 INCH IRON PIPE BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING NORTH 21 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.18 FEET TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE NORTH 26 DEGREES 06 MINUTES 57 SECONDS EAST MORE OR LESS ALONG THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER, A DISTANCE OF 131.45 FEET MORE OR LESS TO A POINT ON THE NORMAL WATER LINE OF SAID ST. JOSEPH RIVER; THENCE SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 125.00 FEET TO AN IRON REBAR WITH CAP (DORIOT 890028) BEING A MEANDER LINE POINT FOR THE ST. JOSEPH RIVER; THENCE CONTINUING SOUTH 34 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 165.08 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 8-17-2023-16

AN ORDINANCE OF THE TOWN OF BRISTOL, INDIANA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF PURCHASING CERTAIN PROPERTY AND LOCAL MUNICIPAL PUBLIC IMPROVEMENT PROJECTS WITHIN THE TOWN; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM AD VALOREM TAXES TO BE LEVIED UPON ALL OF THE TAXABLE PROPERTY LOCATED IN THE TOWN; PROVIDING FOR THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SAID BONDS; APPROPRIATING THE PROCEEDS DERIVED FROM THE SALE OF SUCH BONDS; OTHER MATTERS CONNECTED THEREWITH, INCLUDING REPEALING ORDINANCES INCONSISTENT HEREWITH

WHEREAS, the Town of Bristol, Indiana (the "Town"), acting pursuant to Indiana Code 36-5-2-11, as amended, and other applicable provisions of the Indiana Code (the "Act") (all references herein to the Indiana Code are designated hereafter as "IC" followed by the applicable code section or sections), is authorized to issue bonds to procure moneys to be used in the exercise of the powers of the Town and for the payment of Town debts; and

WHEREAS, the Town Council of the Town (the "Town Council") has: (i) entered into or intends to enter into certain agreements to purchase certain property including, but not limited to, vehicles and other equipment, and (ii) considered undertaking local public improvement projects within the Town as more particularly described in Exhibit A attached hereto (collectively, the "Project"), and hereby determines that it would be of public utility and benefit and in the best interests of the Town and its citizens to proceed with the Project and the financing of all or a portion thereof through the issuance of general obligation bonds of the Town; and

WHEREAS, the Town has obtained estimates of the cost of the Project, and based on the estimates, the cost of the Project, including expenses, is in the amount of One Million Six Hundred Ten Thousand Dollars (\$1,610,000); and

WHEREAS, the Project and the financing by the Town of the Project, together with expenses incidental thereto, are necessary, are authorized by the Act and will be of public utility and benefit to the Town and its citizens; and

WHEREAS, the Town Council finds that it does not have sufficient funds available or provided for in the existing budgets and tax levies that may be applied to the cost of the Project, and that it is necessary to finance the entire cost thereof by the issuance of general obligation bonds of the Town pursuant to the Act, payable from ad valorem taxes to be levied upon all of the taxable property located in the Town, in an aggregate principal amount not to exceed One Million Six Hundred Ten Thousand Dollars (\$1,610,000), for the purpose of procuring funds to be applied to pay all or a portion of the costs of the Project, capitalized interest and the costs of selling and issuing the Bonds (as defined herein), including premiums for municipal bond insurance and a debt service reserve surety, if any; and

WHEREAS, the Council has been advised that since the total costs of the Project

authorized herein will not exceed \$2,415,223, the bonds herein authorized will not be issued to fund a controlled project as defined in IC 6-1.1-20-1.1; and

WHEREAS, the net assessed valuation of taxable property in the Town, as shown in the last final and complete assessment which was made in the year 2022 for state and county taxes collectible in the year 2023 is \$241,522,326 and the Town’s current outstanding indebtedness counting towards the Town’s two percent (2%) constitutional debt limit, excluding the Bonds authorized herein, is \$0; and, therefore, total outstanding indebtedness, including the original principal amount of the Bonds, is no more than two percent (2%) of one-third (1/3) of the total net assessed valuation of the Town; such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the Bonds; and

WHEREAS, the Bonds to be issued hereunder are to be issued subject to the provisions of the laws of the Act, as amended, and the terms and restrictions of this Ordinance; and

WHEREAS, notice of a hearing on the appropriation of the proceeds of the Bonds has been duly given by publication as required by law, and the hearing on the appropriation has been held, at which all taxpayers and other interested persons had an opportunity to be heard; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”) specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the Town intends by this Ordinance to qualify amounts advanced by the Town to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations; and

WHEREAS, the Town Council has been advised that it may be cost efficient to purchase municipal bond insurance and a debt service reserve surety for the Bonds authorized herein; and

WHEREAS, the Town Council now finds that all conditions precedent to the adoption of this Ordinance authorizing the issuance of said Bonds and an additional appropriation of the proceeds of the Bonds have been complied with in accordance with the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA, THAT:

Section 1. Authorization of Project. The Project is hereby approved. The Town shall proceed to undertake the Project, which shall be funded with proceeds of the Bonds in an amount not to exceed One Million Six Hundred Ten Thousand Dollars (\$1,610,000), plus investment earnings thereon.

Section 2. Issuance of Bonds. The Town shall issue and sell its general obligation bonds in the aggregate principal amount not to exceed One Million Six Hundred Ten Thousand Dollars (\$1,610,000) to be designated “General Obligation Bonds, Series 2023” (with such further series, any series of which may be taxable or tax-exempt for federal income tax purposes, or other designation as determined to be necessary, desirable or appropriate, including such series designation to indicate the year in which the bonds are issued) (the “Bonds”), for the purpose of procuring funds to apply on the cost of the Project, including reimbursements to the Town, paying capitalized interest, if necessary, and issuance costs, including premiums for municipal bond

insurance and a debt service reserve surety, if any.

The Bonds shall be issued and sold at a price not less than ninety-nine percent (99%) of their par value. The Bonds shall be issued in fully registered form in denominations of (i) \$5,000 or integral multiples thereof, or (ii) \$100,000 and integral multiples of \$1,000 in excess thereof, as determined by the Clerk-Treasurer of the Town (the “Clerk-Treasurer”), with the advice of the Town’s municipal advisor. The Bonds shall be numbered consecutively from 1 up and originally dated as of their date of delivery. The Bonds shall bear interest at a rate or rates not exceeding six percent (6%) per annum (the exact rate or rates to be determined by bidding or negotiation). Interest shall be payable semiannually on February 1st and August 1st of each year (or such different dates as may be determined by the Clerk-Treasurer with the advice of the Town’s municipal advisor), commencing no earlier than August 1, 2024, as determined by the Clerk-Treasurer with the advice of the Town’s municipal advisor. Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined), and such Bonds shall mature semiannually, or be subject to mandatory sinking fund redemption if term bonds are issued, on February 1st and August 1st of each year (or such different dates as may be determined by the Clerk-Treasurer with the advice of the Town’s municipal advisor), commencing no earlier than August 1, 2024, with a final maturity date no later than ten (10) years from the date of issuance of the Bonds, and in such amounts that will enable the Town to achieve as level annual debt service as practicable with the denominations authorized herein.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser thereof. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on the dates as determined by the purchaser thereof, but in no event later than the last serial maturity date of the Bonds as determined in accordance with the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined in accordance with the preceding paragraph.

Section 3. Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized and directed to appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds (the “Registrar” or “Paying Agent”), which Registrar is hereby charged with the responsibility of authenticating the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a Registrar and Paying Agent. The Clerk-Treasurer is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Bond Fund hereby established to pay the principal of and interest on the Bonds as fiscal agency charges. If the purchaser of the Bonds does not object to such designation, the Clerk-Treasurer may serve as Registrar and Paying Agent and in such case would hereby be charged with the performance of and all duties of and responsibilities of the Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving thirty (30) days’ notice in writing to the Town and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty

(30) day period or upon the earlier appointment of a successor registrar and paying agent by the Town. Any such notice to the Town may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Town, in which event the Town may appoint a successor registrar and paying agent. The Town shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the Town, the Clerk-Treasurer is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Clerk-Treasurer is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Bond Fund created in Section 11 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

The principal of the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth day of the month immediately preceding each interest payment date (“Record Date”), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day; provided, however, if the Bonds are purchased by the Indiana Bond Bank, if the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the last business day immediately prior to such payment date. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner thereof, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Town except for any tax or governmental charge required to be paid with respect to the transfer or exchange,

which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Town and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon. Notwithstanding anything herein to the contrary, in the event that the Bonds are sold to the Indiana Bond Bank, the Bonds shall not be required to be surrendered or presented for payment except upon redemption in full or final maturity of the Bonds.

Interest on all Bonds which are authenticated on or before the Record Date which precedes the first interest payment date shall be paid from their original date. Interest on Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date in which case the interest shall be paid from such interest payment date.

Section 4. Redemption of Bonds. If the Bonds are sold the Indiana Bond Bank, prior to the sale of the Bonds, the Clerk-Treasurer shall determine the exact redemption dates with the advice of the Town's municipal advisor and upon consultation with the Indiana Bond Bank. If the Bonds are not sold to the Indiana Bond Bank, the Bonds may be redeemable at the option of the Town but no sooner than one (1) year after their date of issuance, and thereafter on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the Town and by lot within maturity, at face value, plus accrued interest to the date fixed for redemption, with no premium. Prior to the sale of the Bonds, the Clerk-Treasurer shall determine the exact redemption dates with the advice of the Town's municipal advisor.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the Town, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date for that term bond, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each Bond denomination amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption date.

In either case, notice of redemption shall be given not less than thirty (30) days prior to the

date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the Registrar as of the date which is forty-five (45) days prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this Ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the Town may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the Town shall have no further obligation or liability in respect thereto.

Section 5. Book-Entry Provisions. The Town has determined that it may be beneficial to the Town to have the Bonds held by a central depository system pursuant to an agreement between the Town and The Depository Trust Company, New York, New York (“Depository Trust Company”) and have transfers of the Bonds effected by book-entry on the books of the central depository system (“Book Entry System”). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company. Notwithstanding anything herein to the contrary, if the Bonds are sold to the Indiana Bond Bank, the Bonds shall be initially issued in the form a single authenticated term bond registered in the name of the Indiana Bond Bank.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the Town and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Town to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Ordinance. The Town and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium,

if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Town's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Town of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Town to the Depository Trust Company.

Upon receipt by the Town of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Town kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Ordinance.

If the Town determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the Town may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Town and the Registrar to do so, the Registrar and the Town will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Town indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the Town or the Registrar with respect to any consent or other action to be taken by bondholders, the Town or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the Town and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this Ordinance and the Town and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 6. Execution of Bonds; Security for the Bonds. The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the President of the Town Council (the "Town Council President") and attested by the Clerk-Treasurer, who shall affix the seal of said Town to each of said Bonds manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on said Bonds. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Bonds shall also be authenticated by the manual signature of an authorized representative of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from ad valorem property taxes on all taxable property in the Town. The Town covenants that it will cause ad valorem property taxes for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose.

Section 7. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, with such additions, deletions and modifications as the Town Council President and the Clerk-Treasurer may authorize, as conclusively evidenced by their signatures thereon, all blanks to be filled in properly prior to delivery thereof:

[Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Registrar, or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other

entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. R-___

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ELKHART

TOWN OF BRISTOL, INDIANA
GENERAL OBLIGATION BONDS, SERIES 2023

[INTEREST RATE] [MATURITY DATE] ORIGINAL DATE AUTHENTICATION DATE [CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The Town of Bristol, in Elkhart County, State of Indiana (“Town”), acknowledges itself indebted, and for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, the Principal Sum [set forth above on the Maturity Date set forth above][as set forth on Exhibit A attached hereto] (unless this Bond be subject to and shall have been duly called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the Principal Sum shall be fully paid at the rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this Bond unless this Bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20__, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on February 1st and August 1st of each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the principal office of _____ (“Registrar” or “Paying Agent”), in the [_____ of _____, _____]. All payments of interest on this Bond shall be paid by check mailed by first class mail one business day prior to the interest payment date on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date to the registered owner hereof, as of the fifteenth day of the month in which interest is payable, at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner.] [Principal of, premium, if any, and interest on this Bond is payable to the person in whose name this Bond is registered on fifteenth day of the month preceding an interest payment date (each, a “Record Date”), by wire transfer or other form of electronic payment in accordance with written wiring instructions provided by the Registered Owner to the Clerk-Treasurer of the Town of Bristol, Indiana (the “Registrar” or “Paying Agent”), in Bristol, Indiana, before the Record Date for such payment, or with the Registered Owner’s written consent, by such other commercially reasonable method of payment.] Notwithstanding anything to the contrary herein, this Bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond. If payment of principal or interest is made

to a depository, payment shall be made by wire transfer on the payment date in same-day funds. [If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day.][So long as the Indiana Bond Bank is the registered owner of this bond, if the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the last business day immediately preceding such payment date]. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on this Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond and the issue of which it is a part are, as to all the principal thereof and interest due thereon, general obligations of the Town of Bristol, Indiana, payable from ad valorem property taxes on all taxable property in the Town. The Town covenants that it will cause ad valorem property taxes for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. The Bonds are subject to Indiana Code 6-1.1-20.6 regarding the circuit breaker tax credit.

This Bond is [the only] one of an authorized issue of bonds of the Town of Bristol, Indiana, of like date, tenor and effect, except as to numbering, interest rate, and dates of maturity, in the total amount of _____ Dollars (\$_____) (the “Bonds”), numbered consecutively from 1 up, issued for the purpose of providing funds to be applied on the cost of purchasing certain property including, but not limited to, vehicles and other equipment, and local municipal public improvement projects within the Town, [to fund capitalized interest] [to reimburse the Town] and to pay incidental expenses[,including premiums for municipal bond insurance and a debt service reserve surety, if any].

This Bond is issued pursuant to an Ordinance adopted by the Town Council of the Town (the “Town Council”) on the 17th day of August, 2023, entitled “An ordinance of the Town of Bristol, Indiana, authorizing the issuance of general obligation bonds for the purpose of providing funds to pay the costs of purchasing certain property and local municipal public improvement projects within the Town; providing for the payment of such bonds from ad valorem taxes to be levied upon all of the taxable property located in the Town; providing for the safeguarding of the interests of the owners of said bonds; appropriating the proceeds derived from the sale of such bonds; other matters connected therewith, including repealing ordinances inconsistent herewith” (the “Ordinance”), and in strict compliance with the provisions of Indiana Code 36-5-2-11, as in effect on the issue date of the Bonds (the “Act”).

[The Bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this Bond and of the Ordinance are subject in all respect to the provisions of the Letter of Representations between the Town and DTC, or any substitute agreement effecting such Book Entry System.]

[The Bonds of this issue are not subject to optional redemption prior to maturity.]

[The Bonds maturing on _____, 20__, and thereafter, are redeemable at the option of the Town on _____, 20__, or any date thereafter, on thirty (30) days’ notice, in whole or in part, in the order of maturity as the Town shall direct and by lot within a maturity (in such manner as may be determined by the Registrar), at face value[, with no premium,] plus in each case accrued interest to the date fixed for redemption.]

[The Bonds maturing on _____, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on _____, 20__ on the dates and in the amounts set forth below:

Year * Term Bond Amount

*Final Maturity]

[Each _____ Dollars (\$_____) principal amount shall be considered a separate Bond for purposes of [optional and] mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar.] [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

[Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to the date fixed for redemption, unless said notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price, including interest accrued to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any bond shall not affect the validity of any proceedings for redemption of other bonds.]

If this Bond shall not be presented for payment [or redemption] on the date fixed therefor, the Town may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the Registered Owner shall look only to the funds so deposited in trust with that bank for payment, and the Town shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar, by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. The Town and the Registrar and Paying Agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance if the Town determines in its sole discretion that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$[5,000 or integral multiples thereof][100,000 and integral multiples of \$1,000 in excess thereof] and not exceeding the aggregate principal amount of the Bonds maturing in such year.

It is hereby certified, recited, and declared that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law and this Bond and the total issue of the Bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Town of Bristol, in Elkhart County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of the President of its Town Council, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk-Treasurer.

TOWN OF BRISTOL, INDIANA

Town Council President

(SEAL)

ATTEST:

Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is [the only] one of the bonds described in the within-mentioned Ordinance.

as Registrar

By: _____,
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a _____
NOTICE: The signature to this assignment must correspond with the name as it appears on the face

Securities Transfer Association recognized of the within bond in every particular, without signature guarantee program. alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF TRAN MIN ACT -- _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

[EXHIBIT A]

(End of Bond Form)

Section 8. Authorization for Preparation and Sale of the Bonds; Official Statement; Investment Letter; Disclosure Undertaking; Bond Insurance.

(a) The Clerk-Treasurer is hereby authorized and directed to have said Bonds prepared, and the Town Council President and Clerk-Treasurer are hereby authorized and directed to execute said Bonds in the form and manner herein provided.

(b) The Clerk- Treasurer is hereby authorized and directed to deliver said Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this Ordinance, provided that at the time of said delivery of the Bonds, the Clerk-Treasurer shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than ninety-nine percent (99%) of the face value of said Bonds. The Bonds herein authorized shall be binding general obligations of the Town. The Town may receive payment on the Bonds in installments. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, to fund capitalized interest, if necessary, to reimburse the Town and the expenses necessarily incurred in connection with the Bonds. The proper officers of the Town are hereby directed to sell the Bonds, draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

(c) If necessary, the preparation and distribution of one or more Official Statements (preliminary and final), prepared by Baker Tilly Municipal Advisors, LLC on behalf of the Town for the Bonds is hereby authorized. The Town Council President and the Clerk-Treasurer are each hereby authorized and directed to execute such Official Statement on behalf of the Town in a form consistent with this Ordinance. The Town Council President or the Clerk-Treasurer is authorized

to designate any such preliminary Official Statement as “nearly final” for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission (the “SEC Rule”). If the Bonds will be sold to the Indiana Bond Bank, the Town Council President and the Clerk-Treasurer are each hereby authorized to provide information and materials to the Indiana Bond Bank relating to the Town and the Bonds for inclusion in any official statement relating to any financing of the Indiana Bond Bank the proceeds of which will be used to acquire such Bonds.

Alternatively, in lieu of preparing and distributing an Official Statement, the Town may obtain a sophisticated investment letter from the purchaser of the Bonds at the time of delivery of the Bonds which satisfies applicable state and federal securities laws.

(d) If required under the SEC Rule, the Town Council President and Clerk-Treasurer are hereby authorized and directed to complete, execute and attest one or more Continuing Disclosure Undertakings (each a “Disclosure Undertaking”) for the Bonds on behalf of the Town, in a form consistent with this Ordinance. Notwithstanding any other provisions of this Ordinance, failure of the Town to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this Ordinance.

(e) In the event the municipal advisor to the Town certifies to the Town that it would be economically advantageous for the Town to obtain a municipal bond insurance policy, the Town hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Town Council President and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this Ordinance for all purposes and is hereby incorporated herein by reference.

(f) Prior to the delivery of the Bonds, the Clerk-Treasurer (i) shall be authorized, but not required, to investigate and to obtain insurance (as set forth above), credit rating(s), and other credit enhancement for the Bonds and (ii) shall obtain a legal opinion as to the validity of the Bonds from Krieg DeVault LLP, bond counsel, of Indianapolis, Indiana, and shall furnish this opinion to the purchaser of the Bonds. The cost of obtaining any such credit ratings, together with the bond counsel fee in preparing and delivering such opinion and in the performance or related services of bond counsel, and the Town’s municipal advisor in connection with the issuance, sale and delivery of the Bonds, shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

Section 9. Bond Sale. Unless sold to the Indiana Bond Bank or to another purchaser by negotiated sale as herein provided, the Bonds will be sold at a competitive sale and, in such case, the Clerk-Treasurer shall cause to be published either (i) a notice of such sale in a newspaper published in Elkhart County, Indiana with general circulation in the Town, two (2) times, at least one (1) week apart, with the first publication made at least fifteen (15) days before the date of such sale and the second publication being made at least three (3) days before the date of the sale, or

(ii) a notice of intent to sell in a newspaper described in (i) above and the *Indianapolis Star* or the *Indianapolis Business Journal*, all in accordance with IC 5-1-11 and IC 5-3-1. A notice of sale may also be published one time in the *Indianapolis Star* or the *Indianapolis Business Journal*, and a notice or summary notice may also be published in *The Bond Buyer* in New York, New York. The notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount and maturities thereof, the maximum rate of interest thereon and any limitations as to the number of interest rates and the setting of such rates, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the Town shall deem necessary or advisable. Such notice shall provide, among other things, that the successful bidder will be required to assist the Town in establishing the initial issue price of the Bonds; that each bid shall be accompanied by a certified or cashier's check or wire transfer in an amount equal to one percent (1%) of the par amount of the Bonds to guarantee performance on the part of the bidder, and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such check and the proceeds thereof shall become the property of the Town and shall be considered as the Town's liquidated damages on account of such default. Such wire transfer can be made by a time specified in the Bond Sale Notice within one day of the award of the Bonds by the best bidder. All bids for the Bonds shall be sealed and shall be presented to the Clerk-Treasurer or his or her designee at the physical or electronic address identified in the notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-one hundredth (1/100) of one percent (1%). No conditional bid or bid for less than ninety-nine percent (99%) of the par value of the Bonds will be considered. Bids on the Bonds may be received electronically through PARITY or such other electronic bidding service acceptable to the Clerk-Treasurer, with the advice of the Town's municipal advisor. The opinion of Krieg DeVault LLP, nationally recognized bond counsel of Indianapolis, Indiana, approving the legality of said Bonds, will be furnished to the purchaser at the expense of the Town.

The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted its bid in accordance with the terms of this Ordinance and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the Town, to be determined by computing the total interest on all of the Bonds from the date thereof to their respective maturities, adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any.

The right to reject any and all bids shall be reserved. In the event an acceptable bid is not received on the date fixed in the notice, the Clerk-Treasurer shall be authorized to continue the sale from day to day for a period of not to exceed thirty (30) days without readvertising. During the continuation of the sale, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for the sale of the Bonds in the bond sale notice.

As an alternative to a competitive sale, the Bonds may be sold by a negotiated sale to the Indiana Bond Bank or any other purchaser. Prior to the sale of the Bonds, the Clerk-Treasurer, with the advice of the Town's municipal advisor, shall determine whether the Bonds will be sold by a competitive or negotiated sale. If the Bonds are to be sold by a negotiated sale, the Town Council President and the Clerk-Treasurer are hereby authorized to execute and attest,

respectively, a bond purchase agreement with the purchaser with terms conforming to this Ordinance and sell such Bonds upon such terms as are acceptable to the Town Council President and the Clerk-Treasurer consistent with the terms of this Ordinance.

Pursuant to Indiana Code 5-1-14-18, in connection with the issuance of the Bonds, the execution of the Bonds, any bond purchase agreement, and any other contract, certificate or other document required to be executed and delivered in connection with the issuance of the Bonds, is authorized to be executed and delivered using electronic signatures, rather than manual signatures, and any such instrument executed using electronic signatures shall be considered fully legal and valid and binding against the Town for all purposes and with the same force and effect as if the execution were performed with manual signatures.

Section 10. Use of Proceeds. The accrued interest and any capitalized interest received at the time of the delivery of the Bonds and premium, if any, shall be deposited in the hereinafter described Bond Fund; provided, however, the premium, if any, may be deposited in the Project Account (as defined herein) if the Bonds are sold by a negotiated sale. The remaining proceeds from the sale of the Bonds shall be deposited in a bank or banks which are legally designated depositories for the funds of the Town, in a special account or accounts to be designated as “Town of Bristol, Indiana, General Obligation Bond Project Account” (the “Project Account”). All funds deposited to the credit of the Bond Fund or Project Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, and the acts amendatory thereof and supplemental thereto. The funds in the Project Account shall be expended only for the purpose of paying the cost of the Project, reimbursing the Town, or as otherwise required by the Act or for the expenses of issuance of the Bonds, including premiums for municipal bond insurance and a debt service reserve surety, if any. The cost of obtaining any credit ratings, insurance, and the cost of obtaining the services of Krieg DeVault LLP and Baker Tilly Municipal Advisors, LLC shall be considered as a part of the cost of the Project on account of which the Bonds are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with such Project, shall either be paid into the Bond Fund and used solely for the purposes thereof or otherwise be applied in accordance with IC 5-1-13, as amended and supplemented.

The Town hereby declares its “official intent”, as such term is used in the Reimbursement Regulations, to reimburse the Town’s advances to the Project, such advances from the Town’s [General Fund], from proceeds of the Bonds herein authorized by this Ordinance. The Town reasonably expects to make such advances for the costs of the Project.

Section 11. Covenant to Levy Tax; Bond Fund. In order to provide for the payment of the principal of and interest on the Bonds, the Town covenants that there shall be levied in each year upon all taxable property in the Town, real and personal, and collected an ad valorem tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they come due. The proceeds of this ad valorem tax are hereby pledged solely to the payment of the Bonds and such ad valorem tax proceeds shall be deposited into the bond fund hereby created (the “Bond Fund”). The ad valorem tax proceeds deposited to the Bond Fund shall be used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency

charges.

Notwithstanding any other provision of this Ordinance, the Town will direct the Registrar and Paying Agent that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this Ordinance, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to the principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

If the Clerk-Treasurer is designated as the Registrar and Paying Agent, the Town covenants, under IC 6-1.1-20.6-10, to determine if the Bond Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the Town agrees to have the Clerk-Treasurer (i) determine or cause to be determined the amount of the deficiency in the Bond Fund (the “Deficiency”) and (ii) immediately report and file a claim on behalf of the Town with the Treasurer of the State of Indiana for an amount equal to the Deficiency.

Section 12. Defeasance of Bonds. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof and coupons then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purposes, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the taxes to be levied upon all taxable property in the Town and the bondholders shall be entitled to look only to the trust for payment of the Bonds.

Section 13. Investment of Funds. The Bond Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the Town. All moneys deposited in the Bond Fund shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended or supplemented, and in the event of such investment the income therefrom shall become a part of the Bond Fund and shall be used only as provided in this Ordinance.

Section 14. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds, and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, the “Code”) and as an inducement to purchasers of the Bonds, the Town represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the Town or another state or local governmental unit will use more than ten percent (10%) of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the Town or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than ten percent (10%) of the proceeds of the Bonds. If the Town enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than ten percent (10%) of the proceeds of the Bonds.

(b) No more than ten percent (10%) of the principal of or interest on the Bonds is (under the terms of the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the Town) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than five percent (5%) of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The Town reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than five percent (5%) of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The Town will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the Town act in any other manner which would adversely affect such exclusion. The Town covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall not be an event of default under this Ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) The Town represents that, if necessary, it will rebate any arbitrage profits to the United States of America in accordance with the Code.

(i) The Town represents that:

(i) The Bonds are not private activity bonds as defined in Section 141 of the Code;

(ii) The Town is a governmental unit with general taxing powers, which powers include the power to impose taxes of general applicability that, when collected, may be used for the general purposes of the Town;

(iii) At least ninety-five percent (95%) of the net proceeds of the Bonds will be used for local governmental activities of the Town or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Town; and

(iv) The aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the Town and all units subordinate to the Town, including on-behalf-of issuers and subordinate entities, as those terms are defined in Regulation Section 1.148-8(c)(2), is not reasonably expected to exceed \$5,000,000 in calendar year 2023.

Therefore, the Town meets the requirements of Section 148(f)(4)(D) of the Code and will not have to rebate any arbitrage to the United States.

(j) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(k) The Town hereby adopts the Post-Issuance Compliance Policy for Tax-Exempt Qualified Obligations (the “Compliance Policy”) attached hereto as Exhibit B as the Compliance Policy of the Town relating to post-issuance compliance with applicable Code provisions concerning the Town’s outstanding tax-exempt obligations, including the Bonds.

Section 15. Contractual Nature of Ordinance. The provisions of this Ordinance shall constitute a contract by and between the Town and the owners of the Bonds herein authorized, and after the issuance of said Bonds, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of said Bonds nor shall the Town Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds or the interest thereon remain unpaid. Except for the changes set forth in Section 16(a)-(f), this Ordinance may be amended, however, without the consent of Bond owners, if the Town Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds. However, if the Bonds are sold to the Indiana Bond Bank, this Ordinance may not be amended without the prior written consent of the Indiana Bond Bank.

Section 16. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this Ordinance and then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Town Council of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Town Council for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this Ordinance; or
- (b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or
- (c) The creation of a lien upon or a pledge of the *ad valorem* taxes ranking prior to the pledge thereof created by this Ordinance; or
- (d) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or
- (e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or
- (f) The extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk-Treasurer, no owner of any Bond issued pursuant to this Ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town Council from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Town and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the Town and of the owners of the Bonds authorized by this Ordinance, and the terms and provisions of the Bonds and this Ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the Town and the consent of the owners of all the Bonds then outstanding.

Excluding the changes set out in this Section 16(a)-(f), the Town may amend this

Ordinance without bondholder consent if the Town determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

Section 17. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (“Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (“Tax Exemption”) need not be complied with if the Town receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 18. Debt Limit Not Exceeded. The Town represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the Town at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the Town’s indebtedness.

Section 19. Additional Appropriation. There is hereby appropriated the sum of One Million Six Hundred Ten Thousand Dollars (\$1,610,000), out of the proceeds of the Bonds, together with all investment earnings thereon, for the purpose of providing funds to pay the costs of the Project, including all costs incurred in connection with issuing and selling the Bonds, as provided in this Ordinance. Such appropriation shall be in addition to all appropriations provided for in the existing budget and tax levy and shall continue in effect until the completion of the described purposes.

Section 20. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 21. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 22. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

Section 23. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

* * * * *

ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA,
ON THIS 17th DAY OF AUGUST, 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

PROJECT DESCRIPTION

The Project includes the acquisition of a fire truck and improvements to Main Street and the construction of a pedestrian bridge.

EXHIBIT B

**Town of Bristol, Indiana
Post-Issuance Compliance Policy for Tax-Exempt Qualified Obligations**

Statement of Purpose

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Town of Bristol, Indiana (the “Issuer”) designed to monitor post-issuance compliance of tax-exempt qualified obligations¹ (the “Obligations”) issued by the Issuer, including its General Obligation Bonds of 2023, with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (the “Treasury Regulations”). The Policy documents existing practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of the Obligations in order that the interest on the Obligations be, or continue to be, or would be but for certain provisions of the Code, excludable from gross income for federal income tax purposes. The Issuer recognizes that compliance with applicable provisions of the Code and Treasury Regulations is an on-going process, necessary during the entire term of the Obligations, and is an integral component of the Issuer’s debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel.

This Policy also sets forth certain procedures in respect of assuring continued compliance by the Issuer with continuing disclosure obligations in respect of its outstanding Obligations under Rule 15c2-12 (17 CFR Part 240, §40.15c2-12) (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities and Exchange Act of 1934, as amended, together with all interpretive guidance or other official interpretations or explanations thereof that are promulgated by the SEC.

Policy Components

The Clerk-Treasurer of the Issuer (the “Fiscal Officer”) approves the terms and structure of Obligations executed by the Issuer, which Obligations are ultimately subject to the approval of the Town Council of the Issuer. Such Obligations are issued in accordance with the provisions of the Code and of the applicable State of Indiana code section. Specific post-issuance compliance procedures address the relevant areas described below. The following list is not intended to be exhaustive and further areas may be identified from time to time by the Fiscal Officer in consultation with bond counsel.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Fiscal Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Fiscal Officer will coordinate procedures for record retention and review of such

¹ For purposes of the Policy, tax-exempt qualified obligations shall include (a) obligations the interest on which is excludable from gross income for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, and regulations thereunder (collectively, the “Code”) (“tax-exempt obligations”), and (b) obligations the interest on which is not excludable from gross income for federal income tax purposes, but federal law otherwise requires such obligations to satisfy requirements of the Code applicable to tax-exempt obligations.

records.

- C. The Fiscal Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.
- D. Electronic media will be the preferred method for storage of all documents and other records maintained by the Issuer. In maintaining such electronic storage, the Fiscal Officer will comply with applicable Internal Revenue Service (the “IRS”) requirements, such as those contained in Revenue Procedure 97-22.

Issuance of the Obligations

The following policies relate to the issuance of a specific issue of Obligations.

The Fiscal Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents.
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable Issuer staff.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Fiscal Officer will:

- A. Coordinate the tracking of expenditures, including the expenditure of any investment earnings, with other applicable Issuer staff.
- B. Obtain a computation of the yield on such issue from the Issuer’s municipal advisor for such issuance or other outside arbitrage rebate specialist and maintain a system for tracking investment earnings.
- C. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- D. Coordinate with Issuer staff to monitor compliance by departments with the applicable “temporary period” (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- E. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.

- F. Coordinate to avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- G. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions.
- H. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- I. Monitor compliance of the Issuer with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- J. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- K. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.
- L. In the case of any issue of refunding Obligations, coordinate with the Issuer’s municipal advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities from Treasury’s external source and monitor compliance with applicable yield restrictions.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Fiscal Officer will:

- A. Coordinate with staff to maintain records determining and tracking facilities financed with specific Obligations and in what amounts.
- B. Coordinate with applicable staff to maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of such Obligations and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Coordinate with applicable staff to maintain records allocating to the projects financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Coordinate with staff to monitor the expenditure of proceeds of such Obligations and investment earnings for qualifying costs.
- E. Coordinate with applicable staff to monitor private use of financed facilities to ensure compliance with applicable percentage limitations on such use. Such monitoring should include the following:
 - 1. Procedures to review the amount of existing private use on a periodic basis; and
 - 2. Procedures for identifying in advance any new sale, lease or license, management

contract, sponsored research arrangement, or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

- F. Consult with bond counsel as to any possible private use of financed facilities.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Fiscal Officer will:

- A. Identify and consult with bond counsel regarding any post-issuance change to any terms of the Obligations which could potentially be treated as a reissuance for federal tax purposes.
- B. Confirm with bond counsel whether any “remedial action” in connection with a “change in use” (as such terms are defined in the Code and Treasury Regulations) would be treated as a reissuance for tax purposes and, if so, confirm the filing of any new Form 8038-G.

Record Retention

The following policies relate to retention of records relating to the Obligations issued.

The Fiscal Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. Basic records relating to the transaction (e.g., any non-arbitrage certificate, net revenue estimates and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation;
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of management contracts and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue

(including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).

- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS. While this is typically accomplished through the maintenance of hard copies, records may be kept in electronic format so long as applicable requirements, such as Revenue Procedure 97-22, are satisfied.
- E. Keep all material records for so long as the Obligations are outstanding, plus eleven (11) years.

Continuing Disclosure

The Fiscal Officer shall determine with respect to each outstanding Obligation the applicability of Rule 15c2-12 to such Obligation. The Fiscal Officer shall periodically determine whether all required filings under any continuing disclosure agreements for Obligations covered by Rule 15c2-12 have been filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System (“EMMA”) and, if applicable, the State Information Depository (“SID”), but in any event no less than semiannually. The Fiscal Officer shall assure that timely filings are made to the EMMA and, if applicable the SID, of all required filings including, specifically, annual financial information and disclosure of certain events in respect of Obligations subject to Rule 15c2-12, all in accordance with the applicable continuing disclosure agreement for such Obligations.