



# AUGUST 3 2023 TOWN COUNCIL REGULAR MEETING

Thursday, August 03, 2023 at 7:00 PM  
Council Chambers – Bristol Municipal Complex and Via Zoom

## AGENDA

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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=ZkJGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

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

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

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES
7. PRIVILEGE OF THE FLOOR (AKA Public Comment)
  - a. Please state your name and address
8. PLANNING AND DEVELOPMENT ITEMS
  - a. [Bristol apartment complex Ord. 8.17.2023-14](#) **First reading.** Presentation and public hearing on August 17

### REPORTS

9. TOWN MANAGER
  - a. Project updates: Paving
  - b. Niblock pay application 2 for \$137,628.67

- [c.](#) Niblock Change Order No. 1 CCMG 2022-2, no dollar amount changes, but like the last one revising and replacing "Thermoplastic" with "Paint"

#### **10. CLERK-TREASURER**

- [a.](#) Amended Salary Ordinance 08.03.2023-17  
salary additions/adjustments as referenced in first reading 7.31.2023  
review of page 3, work schedules/hours/breaks

#### **11. TOWN ATTORNEY**

- [a.](#) Voluntary annexation **first reading** ord. 8.17.2023-15
- [b.](#) General Obligation Bond **first reading** Ordinance 8.17.2023-16
- [c.](#) Ordinance 8.3.2023-18 amending cemetery ordinance. Suspend rules and adopt one reading
- [d.](#) Purchase easement, Bristol Self-Storage, for water project. \$13,172.32
- [e.](#) Town ordinance and County ordinance conflicts regarding land use issues. Billboards, chickens, and other animals.

#### **12. NEW BUSINESS**

#### **13. UNFINISHED BUSINESS**

#### **14. TOWN COUNCIL DISCUSSION ITEMS**

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

#### **NEXT MEETINGS:**

**August 15 - Redevelopment Commision meeting and work session**

**August 17- Regular board meeting**

#### **15. MOTION TO ADJOURN**

**ORDINANCE NO. 8-17-2023-14**

**AN ORDINANCE TO AMEND ORDINANCE NO. PC 2016-03 KNOWN AS THE ELKHART COUNTY ZONING ORDINANCE BY REZONING THE AREA OF REAL ESTATE HEREINAFTER DESCRIBED FROM R-1 TO R-3.**

**WHEREAS**, Swank & White LLC, represented by Abonmarche Consultants, submitted an application to rezone real estate hereinafter described from R-1 to R-3 and after proper legal notice a public hearing was held as provided by Law, and the Plan Commission did find that all elements of the Law have been met and did on July 13, 2023, forward a zone change from R-1 to R-3 to the Town Council of Bristol, Indiana, with no recommendation.

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

Legal Description

See Attachment "A"

**BE** rezoned from R-1 to R-3 effective immediately, and the zone maps dated November 18, 2014, and made a part of Section 4.1.2 of the Elkhart County Zoning Ordinance as amended be hereby ordered amended and changed to reflect the said rezoning of said real estate.

**ADOPTED BY THE TOWN COUNCIL OF BRISTOL, INDIANA, THIS 17TH DAY OF AUGUST 2023.**

\_\_\_\_\_  
By  
**Jeff Beachy**

\_\_\_\_\_  
By  
**Cathy Burke**

\_\_\_\_\_  
By  
**Andrew Medford**

\_\_\_\_\_  
By  
**Doug DeSmith**

\_\_\_\_\_  
By  
**Gregg Tuholski**

**Attest:** \_\_\_\_\_  
**Cathy Antonelli, Clerk-Treasurer**

Prepared and affirmed by Daniel Dean, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by laws. Daniel Dean, 4230 Elkhart Rd., Goshen, IN 46526.

**Attachment A**

A PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER AND NORTHEAST 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 ELKHART-BRISTOL ROAD (COMMONLY KNOWN AS STATE ROAD NUMBER 120) TO THE PLACE OF BEGINNING OF THE DESCRIPTION; 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 THE ROAD 148.34 FEET; THENCE NORTH 24 DEGREES 18 MINTUES WEST 450 FEET; THENCE SOUTH 60 DEGREES 17 MINUTES WEST 148.34 FEET; THENCE NORTH 24 DEGREES 18 MINTUES WEST 670.00 FEET TO THE WATER'S EDGE OF THE ST. JOSEPH RIVER; THENCE DOWNSTREAM AND MEANDERING ALONG THE WATERS EDGE SOUTH 08 DEGREES 46 MINUTES WEST 1027.17 FEET; THENCE SOUTH 34 DEGREES 11 MINUTES EAST 125.00 FEET BEING A MEANDER LINE POINT FOR SAID RIVER; THENCE SOUTH 34 DEGREES 11 MINUTES EAST 165.08 FEET TO THE CENTERLINE OF SAID ROAD; THENCE ALONG A CHORD SEGMENT OF SAID CURVE NORTH 64 DEGREES 22 MINTUES EAST 199.05 FEET TO THE PLACE OF BEGINNING.



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 13<sup>th</sup> 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

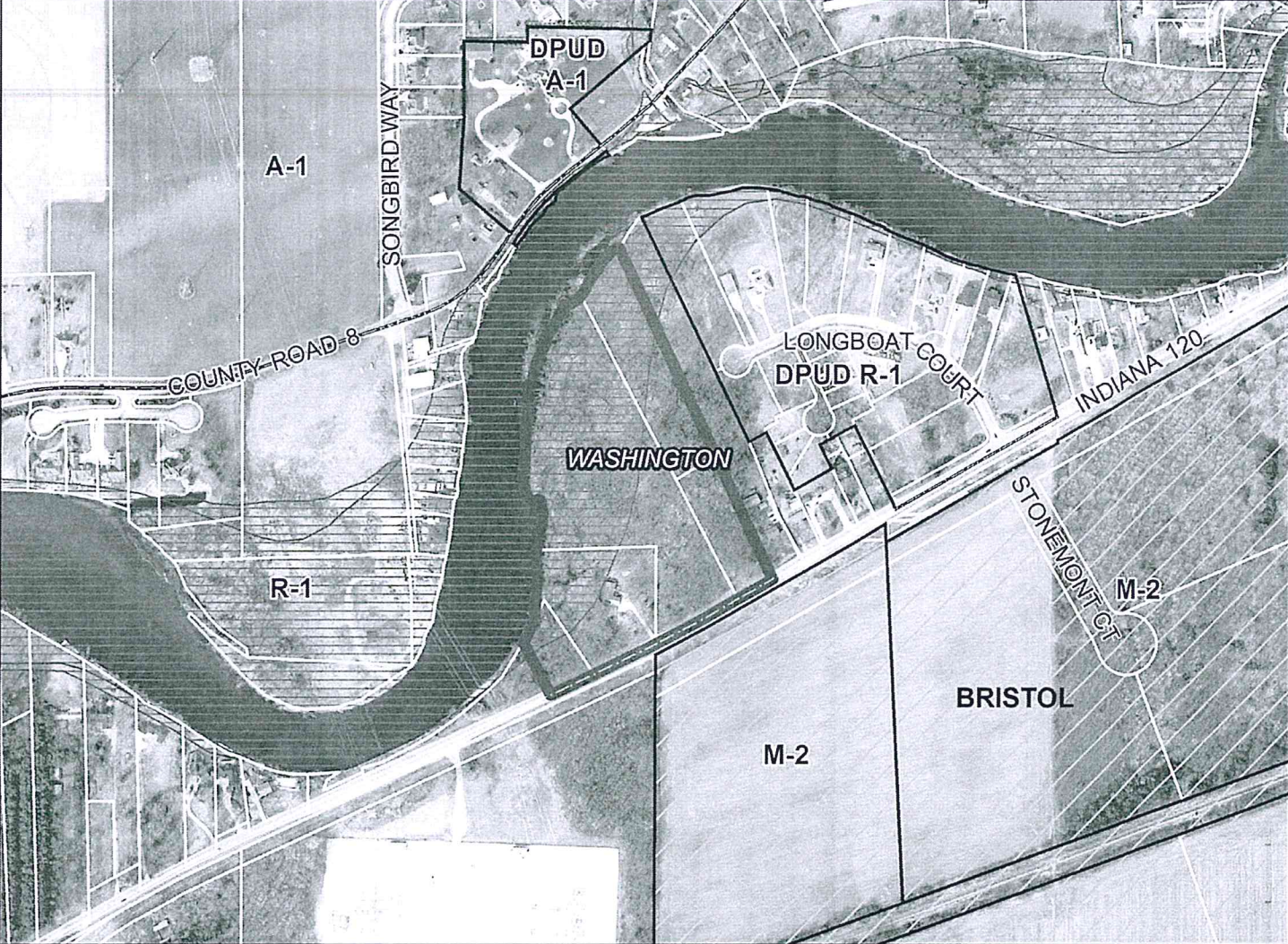
The staff, after reviewing this petition, recommends **DENIAL** of this rezoning for the following reasons:

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

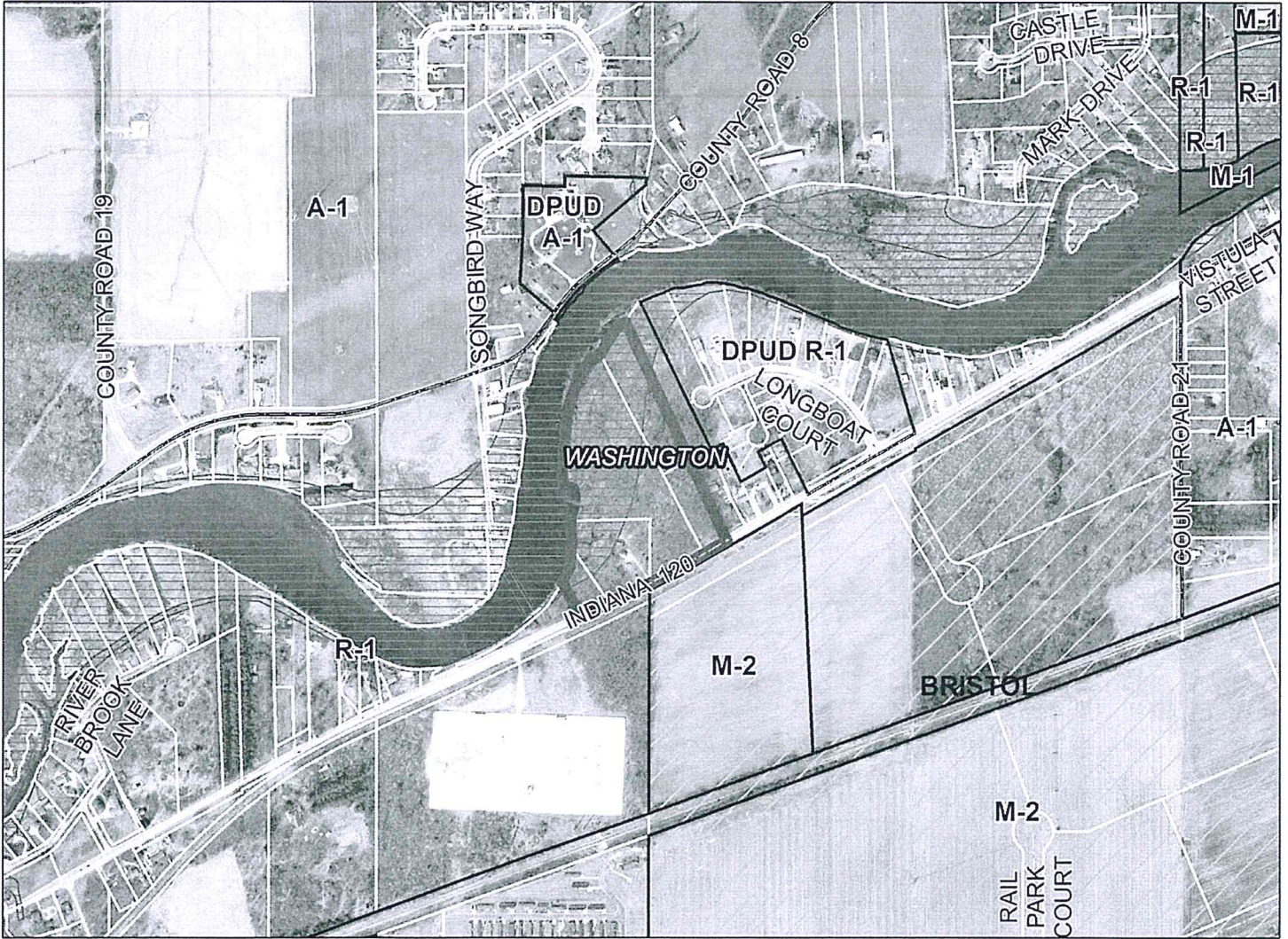


2021 Aerials

1 inch = 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 24<sup>th</sup> 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 13<sup>th</sup> Plan Commission

July – Annexation finalized in town

August 3<sup>rd</sup> Town Council 1<sup>st</sup> and 2<sup>nd</sup> readings

August 17<sup>th</sup> Town Council 3 and final readings

August 21<sup>st</sup> County Commissioners for portion of lot not yet annexed

September 2<sup>nd</sup> 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  
SCALE: 1" = 80'  
DATE: 4/18/2023

DESIGNED BY: JCS  
CHECKED BY: JCS  
DATE: 4/18/2023

PHASE I ANNEXATION

BRISTOL APARTMENTS  
ANCON CONSTRUCTION  
BRISTOL, INDIANA

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

Legend  
Phase I Annexation



PROJECT NO.	23-0000000000
DATE	4/18/2023
SCALE	1" = 80'
PROJECT	PHASE II ANNEXATION
CLIENT	ABONMARCHÉ

DESIGNED BY	JDS
DATE	4/18/2023
SCALE	1" = 80'
PROJECT	PHASE II ANNEXATION
CLIENT	ABONMARCHÉ

PHASE II ANNEXATION

BRISTOL APARTMENTS  
ANCON CONSTRUCTION  
BRISTOL, INDIANA

**ABONMARCHÉ**  
 315 W. Johnson Blvd.  
 Suite 100  
 South Haven, IN 46788  
 Phone: (317) 336-1100  
 Fax: (317) 336-1101  
 Website: www.abonmarche.com

**Engineering Architecture and Planning**  
 1000 N. State St.  
 Suite 100  
 South Haven, IN 46788  
 Phone: (317) 336-1100  
 Fax: (317) 336-1101  
 Website: www.abonmarche.com



**Legend**  
 Phase II Annexation

Section 8, Item a.

23-10  
SHEET NO.

ACTIVITY

PHASE: 1

SCALE: 1" = 40'

DATE: 10/20/2023

DESIGNED BY: JCS

DATE: 10/20/2023

PROJECT: PHASE I ANNEXATION

BRISTOL APARTMENTS

BRISTOL, INDIANA

ANCON CONSTRUCTION

ABONMARCHÉ

315 W. Johnson Blvd.  
Bristol, IN 46510

10222023

10/20/2023

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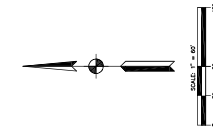
10/20/2023

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10/20/2023









# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

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

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

PROJECT:  
 Earthway Rail Park Phase IV  
 Roadway Ext. to RR Crossing  
 & RR Coordination Construction

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

APPLICATION NO: TWO (2)  
 INVOICE NO: 10298  
 INVOICE DATE: July 31, 2023  
 PERIOD TO:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT FOR:

CONTRACT DATE: April 20, 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.

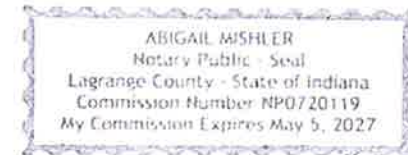
CONTRACTOR: NIBLOCK EXCAVATING

By: Chad Niblock (President)

1. ORIGINAL CONTRACT SUM	\$ 459,743.00	✓
2. Net change by Change Orders	\$ -	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 459,743.00	
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 225,730.75	✓
5. RETAINAGE:		
a. 10% of Completed Work	\$ 22,573.08	
(Column D + E on S of V)		
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)	\$ 22,573.08	✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 203,157.67	✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 65,529.00	✓
8. CURRENT PAYMENT DUE	\$ 137,628.67	✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 256,585.33	✓

State of: Indiana County of: Elkhart  
 Subscribed and sworn to before me this 31st day of July, 2023  
 Notary Public: Abigail Mishler  
 My Commission expires: May 5, 2027

By:



## 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:

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

ARCHITECT:

By:

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.

\$ 137,628.67

**CONTINUATION SHEET**

SIMILAR TO AIA DOCUMENT G 703

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: 7/31/2023  
 PERIOD TO:  
 ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)							
1	Mob and Demob	\$ 39,500.00	\$ 22,910.00	\$ -	\$ -	\$ 22,910.00	58%	\$ 16,590.00	\$ 2,291.00	
2	Clearing and Grubbing	\$ 8,500.00	\$ 1,700.00	\$ 6,800.00	\$ -	\$ 8,500.00	100%	\$ -	\$ 850.00	
3	Site Grading	\$ 57,500.00	\$ 28,750.00	\$ 14,375.00	\$ -	\$ 43,125.00	75%	\$ 14,375.00	\$ 4,312.50	
4	Construction Engineering	\$ 5,500.00	\$ 2,750.00	\$ 1,375.00	\$ -	\$ 4,125.00	75%	\$ 1,375.00	\$ 412.50	
5	Railroad Coordination	\$ 8,500.00	\$ 1,700.00	\$ 2,550.00	\$ -	\$ 4,250.00	50%	\$ 4,250.00	\$ 425.00	
6	Type III-B Barricade	\$ 4,620.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,620.00	\$ -	
7	Road Closure Sign Assembly	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -	
8	Temp. Concrete Barrier	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,400.00	\$ -	
9	HMA Pavement Removal	\$ 17,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,250.00	\$ -	
10	24 in E 80 Rated CMP	\$ 11,200.00	\$ 11,200.00	\$ -	\$ -	\$ 11,200.00	100%	\$ -	\$ 1,120.00	
11	Metal End Section	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	100%	\$ -	\$ 380.00	
12	Rip Rap Revealtment	\$ 1,980.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,980.00	\$ -	
13	Geotextiles for Rip Rap	\$ 180.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 180.00	\$ -	
14	Remove Guardrail and Salvage	\$ 3,575.00	\$ -	\$ 3,575.00	\$ -	\$ 3,575.00	100%	\$ -	\$ 357.50	
15	20 in Curb	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	100%	\$ -	\$ 115.00	
16	Concrete Barrier Curb and Gutter	\$ 12,041.25	\$ -	\$ 12,041.25	\$ -	\$ 12,041.25	100%	\$ -	\$ 1,204.13	
17	Concrete Barrier Median Curb	\$ 21,350.00	\$ -	\$ 21,350.00	\$ -	\$ 21,350.00	100%	\$ -	\$ 2,135.00	
18	Compacted Agg #53	\$ 80,500.00	\$ -	\$ 80,500.00	\$ -	\$ 80,500.00	100%	\$ -	\$ 8,050.00	
19	HMA Base Type B	\$ 46,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 46,800.00	\$ -	
20	HMA Int. Type B	\$ 42,900.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 42,900.00	\$ -	
21	HMA Surface Type B	\$ 33,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 33,800.00	\$ -	
22	Tack Coat	\$ 1,004.50	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,004.50	\$ -	
23	Mulched Seeding Type R	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,200.00	\$ -	
24	Line Thermo 4 in White	\$ 3,168.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,168.00	\$ -	
25	Line Thermo 4 in Yellow	\$ 3,201.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,201.00	\$ -	
26	Line Thermo 24 in Stop	\$ 780.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 780.00	\$ -	
27	Pavement Message RxR	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,100.00	\$ -	
28	Sheet Sign .1 in	\$ 1,548.75	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,548.75	\$ -	
29	Sign Post Square Type 1	\$ 1,710.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,710.00	\$ -	
30	Sign Post 2#/ft U	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,800.00	\$ -	
31	Adjust Casting	\$ 800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 800.00	\$ -	
32	Silt Fence	\$ 6,704.50	\$ -	\$ 6,704.50	\$ -	\$ 6,704.50	100%	\$ -	\$ 670.45	
33	Turf Matting	\$ 19,380.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,380.00	\$ -	
34	Remove sign and Salvage	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	\$ 250.00	
<b>TOTAL</b>		<b>\$ 459,743.00</b>	<b>\$ 72,810.00</b>	<b>\$ 152,920.75</b>	<b>\$ -</b>	<b>\$ 225,730.75</b>	<b>49%</b>	<b>\$ 234,012.25</b>	<b>\$ 22,573.08</b>	

**Town of Bristol**  
**Earthway Rail ParkPhase IV - Roadway Extension to RR Crossing and RR Coordination Construction**

Section 9, Item b.

Bid Total						Pay App. No. 1 (June 30)		Pay App. No. 2 (July 31)		TOTAL TO DATE	
Bid Item	Description	Bid Quantity	Units	Unit Price	Total	Qty charged	Amount Charged	Qty charged	Amount Charged	QTY	AMNT
1	Mob and Demob	1	LS	\$ 39,500.00	\$ 39,500.00	0.58	\$ 22,910.00		\$ -	0.58	\$ 22,910.00
2	Clearing and Grubbing	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.80	\$ 6,800.00	1.00	\$ 8,500.00
3	Site Grading	1	LS	\$ 57,500.00	\$ 57,500.00	0.50	\$ 28,750.00	0.25	\$ 14,375.00	0.75	\$ 43,125.00
4	Construction Engineering	1	LS	\$ 5,500.00	\$ 5,500.00	0.50	\$ 2,750.00	0.25	\$ 1,375.00	0.75	\$ 4,125.00
5	Railroad Coordination	1	LS	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.30	\$ 2,550.00	0.50	\$ 4,250.00
6	Type III-B Barricade	132	LFT	\$ 35.00	\$ 4,620.00	-	\$ -		\$ -	-	\$ -
7	Road Closure Sign Assembly	3	EA	\$ 600.00	\$ 1,800.00	-	\$ -		\$ -	-	\$ -
8	Temp. Concrete Barrier	48	LFT	\$ 50.00	\$ 2,400.00	-	\$ -		\$ -	-	\$ -
9	HMA Pavement Removal	2,875	SYS	\$ 6.00	\$ 17,250.00	-	\$ -		\$ -	-	\$ -
10	24 in E 80 Rated CMP	140	LFT	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00		\$ -	140.00	\$ 11,200.00
11	Metal End Section	4	EA	\$ 950.00	\$ 3,800.00	4.00	\$ 3,800.00		\$ -	4.00	\$ 3,800.00
12	Rip Rap Revetment	24	SYS	\$ 82.50	\$ 1,980.00	-	\$ -		\$ -	-	\$ -
13	Geotextiles for Rip Rap	24	SYS	\$ 7.50	\$ 180.00	-	\$ -		\$ -	-	\$ -
14	Remove Guardrail and Salvage	110	LFT	\$ 32.50	\$ 3,575.00	-	\$ -	110.00	\$ 3,575.00	110.00	\$ 3,575.00
15	20 in Curb	20	LFT	\$ 57.50	\$ 1,150.00	-	\$ -	20.00	\$ 1,150.00	20.00	\$ 1,150.00
16	Concrete Barrier Curb and Gutter	371	LFT	\$ 32.50	\$ 12,041.25	-	\$ -	370.50	\$ 12,041.25	370.50	\$ 12,041.25
17	Concrete Barrier Median Curb	214	LFT	\$ 100.00	\$ 21,350.00	-	\$ -	213.50	\$ 21,350.00	213.50	\$ 21,350.00
18	Compacted Agg #53	2,300	TON	\$ 35.00	\$ 80,500.00	-	\$ -	2,300.00	\$ 80,500.00	2,300.00	\$ 80,500.00
19	HMA Base Type B	520	TON	\$ 90.00	\$ 46,800.00	-	\$ -		\$ -	-	\$ -
20	HMA Int. Type B	440	TON	\$ 97.50	\$ 42,900.00	-	\$ -		\$ -	-	\$ -
21	HMA Surface Type B	260	TON	\$ 130.00	\$ 33,800.00	-	\$ -		\$ -	-	\$ -
22	Tack Coat	2,870	SYS	\$ 0.35	\$ 1,004.50	-	\$ -		\$ -	-	\$ -
23	Mulched Seeding Type R	10,200	SYS	\$ 1.00	\$ 10,200.00	-	\$ -		\$ -	-	\$ -
24	Line Thermo 4 in White	1,920	LFT	\$ 1.65	\$ 3,168.00	-	\$ -		\$ -	-	\$ -
25	Line Thermo 4 in Yellow	1,940	LFT	\$ 1.65	\$ 3,201.00	-	\$ -		\$ -	-	\$ -
26	Line Thermo 24 in Stop	24	LFT	\$ 32.50	\$ 780.00	-	\$ -		\$ -	-	\$ -
27	Pavement Message RxR	2	EA	\$ 1,050.00	\$ 2,100.00	-	\$ -		\$ -	-	\$ -
28	Sheet Sign .1 in	30	SFT	\$ 52.50	\$ 1,548.75	-	\$ -		\$ -	-	\$ -
29	Sign Post Square Type 1	36	LFT	\$ 47.50	\$ 1,710.00	-	\$ -		\$ -	-	\$ -
30	Sign Post 2#/ft U	40	LFT	\$ 45.00	\$ 1,800.00	-	\$ -		\$ -	-	\$ -
31	Adjust Casting	1	LFT	\$ 800.00	\$ 800.00	-	\$ -		\$ -	-	\$ -
32	Silt Fence	2,530	LFT	\$ 2.65	\$ 6,704.50	-	\$ -	2,530.00	\$ 6,704.50	2,530.00	\$ 6,704.50
33	Turf Matting	10,200	SYS	\$ 1.90	\$ 19,380.00	-	\$ -		\$ -	-	\$ -
34	Remove sign and Salvage	10	EA	\$ 250.00	\$ 2,500.00	-	\$ -	10.00	\$ 2,500.00	10.00	\$ 2,500.00
<b>TOTAL CONTRACT</b>					<b>\$ 459,743.00</b>		<b>\$ 72,810.00</b>		<b>\$ 152,920.75</b>		<b>\$ 225,730.75</b>

### 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 Earthway Rail Park Phase IV project located in Bristol, IN.

Now **Therefore, Know Ye,** That the undersigned, contingent upon receipt of \$137,628.67 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.

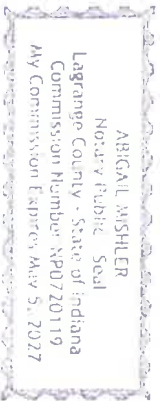
Signed, sealed and delivered this 31<sup>st</sup> day of July 2023.

Signed : **Niblock Excavating, Inc.**

By:   
Chad Niblock, President

Personally appeared before me this 31<sup>st</sup> day of July 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

# Change Order

## No. 1

Date of Issuance: <u>August 2, 2023</u>	
Owner: <u>Town of Bristol, Indiana</u>	
Project: <u>Call 2022-2 Community Crossings Project</u>	Owner's Contract No.:
Contract:	Date of Contract:
Contractor: <u>Niblock Excavation, Inc.</u>	Engineer's Project No.: <u>2021-0113</u>

### 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:  <u>\$309,257.50</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days <del>Substantial completion (days or date): _____</del> <del>Ready for final payment (days or date): _____</del>
[Increase] [Decrease] to original contract price:  <u>\$0.00</u>	<del>{Increase} {Decrease} from previously approved Change Orders</del> <del>No. _____ to No. _____:</del> <del>Substantial completion (days): _____</del> <del>Ready for final payment (days): _____</del>
Contract Price following this Change Order:  <u>\$309,257.50</u>	<del>Contract Times prior to this Change Order:</del> <del>Substantial completion (days or date): _____</del> <del>Ready for final payment (days or date): _____</del>

[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: *[Signature]*  
Engineer (Authorized Signature)

Date: 8/2/2023

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: *[Signature]*

Contractor (Authorized Signature)

Date: \_\_\_\_\_



**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

**WHEREAS** the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2023; and

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

**NOW THEREFORE BE IT ORDAINED** by the Town of Bristol Town Council, that the total compensation for its elected officials and employees for January 1, 2023, through December 31, 2023, or from the date amended through December 31, 2023, shall be as follows:

**2023 BASE PAY RATE SCHEDULE**

TITLE	CLASSIFICATION	BASE PAY RATE	BUDGETED FUNDS
Town Council President	Elected Official Stipend	\$2,383.50 paid in June \$2,383.50 paid in December	100% General Fund
Town Council Member(s)	Elected Official Stipend	\$2,121.00 paid in June \$2,121.00 paid in December	100% General Fund
Park Board Member(s)	Appointed Official Stipend	\$975.00 paid in December	100% Park Fund
Town Manager [MY]	Exempt Full-Time	\$2,773.08 biweekly	100% General Fund
Clerk-Treasurer [CA]	Elected Official Exempt Full-Time	\$2,557.88 biweekly	100% General Fund
Deputy Clerk / Assistant Town Manager [JS]	Nonexempt Full-Time	\$27.83 per hour	100% General Fund
Utility Clerk	Non-exempt Part-Time	\$18.00 per hour	100% Water Fund
Town Marshal [MA]	Exempt Full-Time	\$3,230.77 biweekly	100% Police Fund
Chief Deputy [AD]	Nonexempt Full-Time	\$38.46 per hour	100% Police Fund
Sergeant [DL]	Nonexempt Full-Time	\$35.58 per hour	100% Police Fund
Detective [SP]	Nonexempt Full-Time	\$35.10 per hour	100% Police Fund
Corporal [KH]	Nonexempt Full-Time	\$33.65 per hour	100% Police Fund
Deputy Police Officer 1 [NR]	Nonexempt Full-Time	\$29.81 per hour	100% Police Fund
Deputy Police Officer 2 [JL]	Nonexempt Full-Time	\$27.88 per hour	100% Police Fund
Deputy Police Officer 3 [DM]	Nonexempt Full-Time	\$22.60 per hour	100% Public Safety Fund
Deputy Police Officer 4 [CS]	Nonexempt Full-Time	\$24.04 per hour	100% Public Safety Fund
Deputy Police Officer 4 [PD]	Nonexempt Full-Time	\$22.60 per hour	100% Public Safety Fund

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
**AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

Ordinance Officer [RC]	Nonexempt Part-Time	\$23.08 per hour	100% Police Fund
Police Department Clerical Personnel [AA]	Nonexempt Full-Time	\$22.36 per hour	100% Police Fund
Street Department Employee – 1 [WB]	Nonexempt Full-Time	\$31.12 per hour	100% General Fund
Street Department Employee – 2 [DR]	Nonexempt Full-Time	\$31.12 per hour	100% General Fund
Street Department Employee – 3 [JR]	Nonexempt Full-Time	\$25.75 per hour	100% General Fund
Utility Employee – 1 [JS]	Nonexempt Full-Time	\$34.19 per hour	100% Water Fund
Utility Employee – 2 [TM]	Nonexempt Part-Time	\$36.00 per hour	65 % Wastewater Fund 35 % MS4
Utility Employee – 3 [KB]	Nonexempt Part-Time	\$23.75 per hour	100% Wastewater Fund
Utility Employee -4 [JM]	Non-exempt fulltime	\$31.50 per hour	100% Water fund
Utility Employee – 5 [DD]	Non-exempt fulltime	\$25.50 per hour	50% Water and 50% Wastewater Fund
Utility Department Clerk [CS]	Nonexempt Part-Time	\$15.70 per hour	100% Water Fund
Utility Department 1 Seasonal Employee	Nonexempt Season	\$15.00 per hour	100% Water Fund
4 Seasonal Employee(s) Various departments	Part-Time	\$15.00 per hour	25% MVH Fund 75% Cemetery
Summer Program Director	Nonexempt Seasonal	\$17.00 per hour	100% Park Fund
Summer Program Assistant	Nonexempt Seasonal	\$15.00 per hour	100% Park Fund
Park Program/Facility Director [KP]	Nonexempt Part-Time	\$17.00 per hour	100% Park Fund

**GUIDELINES FOR THE PAYMENT OF BASE RATES**

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2023 with the first biweekly pay date of January 14, 2023, based on the pay period designated as Sunday, December 26, 2022, through Saturday, January 8, 2023. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2023.

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

**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

The Town Council President and the Town Council members will be paid on June 3, 2023, and on December 2, 2023, for the pay rates as listed in the 2023 Base Pay Rate Schedule above. Park Board members are paid on December 2, 2023, for the amount listed in the 2023 Base Pay Rate Schedule above.

**Work Schedules/Hours/Breaks**

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

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

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

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

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

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

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

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

Base wages are set by this salary ordinance for 2023 and any changes will require approval from the Town Council.

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

**PAY CONSIDERATIONS**

**Civilian Employees**

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
**AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

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

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

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

**Police Department Employees**

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

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, above and beyond their normal daily duties. In 2023, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

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

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

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

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

**Police Department Employees**

All full-time Police Department employees who are engaged in law enforcement activities will be compensated in accordance with the Section 7(k) partial overtime pay exemption of the Fair Labor Standards Act (FLSA). In conjunction with the use of Section 7(k), the Town of Bristol adopts the

**TOWN OF BRISTOL, INDIANA  
SALARY ORDINANCE NO. 12-15-2022  
AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

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

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

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

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

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

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

**ADDITIONAL PAY CONSIDERATIONS**

**Hiring Bonuses**

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

**Training and Professional Development**

On-the-job training (OTJ) prepares employees to perform the responsibilities required of his or her position. The Clerk-Treasurer and regular full-time and part-time employees may obtain training or education leave without loss of pay for the purpose of participating in training that will increase the knowledge and efficiency in their jobs. Employees may be paid straight-time pay for eight-hours per day while attending seminars, conferences, or training classes. Time spent in training and professional development will be considered hours worked. Employees may utilize flex-time, or be compensated with overtime or compensatory time for any hours over 40 in a training workweek.

**TOWN OF BRISTOL, INDIANA**  
**SALARY ORDINANCE NO. 12-15-2022**  
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Expenses involved in attending training shall be paid for in advance, if possible, from the applicable departmental budget.

**Certifications**

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

**Clothing Allowances**

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2023: one distribution in June of 2023 and one distribution in December of 2023 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

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

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

**Tenure Incentive Pay (TIP)**

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date, they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2023 Base Pay Rate Schedule above.

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

**Emergency Closings**

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

Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular shift.

**TOWN OF BRISTOL, INDIANA  
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AMENDED SALARY ORDINANCE NO. 08-03-2023-17**

Regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

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

**BENEFITS SCHEDULE**

**Health Insurance**

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

- Regular full-time employees

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

**Physicians  
Health Plan  
2023**

Age	Premium Rates	Age	Premium Rates	Age	Premium Rates
0	\$388.74	23	\$508.16	46	\$762.24
1	\$388.74	24	\$508.16	47	\$794.25
2	\$388.74	25	\$510.19	48	\$830.84
3	\$388.74	26	\$520.36	49	\$866.92
4	\$388.74	27	\$532.55	50	\$907.57
5	\$388.74	28	\$552.37	51	\$947.72
6	\$388.74	29	\$568.63	52	\$991.93
7	\$388.74	30	\$576.76	53	\$1,036.65
8	\$388.74	31	\$588.96	54	\$1,084.92
9	\$388.74	32	\$601.15	55	\$1,133.20
10	\$388.74	33	\$608.78	56	\$1,185.54
11	\$388.74	34	\$616.91	57	\$1,238.39
12	\$388.74	35	\$620.97	58	\$1,294.79
13	\$388.74	36	\$625.04	59	\$1,322.74
14	\$388.74	37	\$629.10	60	\$1,379.15
15	\$423.30	38	\$633.17	61	\$1,427.93
16	\$436.51	39	\$641.30	62	\$1,459.94
17	\$449.72	40	\$649.43	63	\$1,500.09
18	\$463.95	41	\$661.62	64	\$1,524.48
19	\$478.18	42	\$673.31	65+	\$1,524.48
20	\$492.92	43	\$689.57		
21	\$508.16	44	\$709.90		
22	\$508.16	45	\$733.78		

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

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

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

The renewal dates for medical and dental insurance are on January 1, 2023. The renewal date for vision insurance is on March 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

**MetLife and AD&D Insurance**

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

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$21.25 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

**Short-Term Disability Insurance**

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

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums totaling \$438.04 per month from the General, Water, and Sewer Fund. The renewal date for short-term disability insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date.

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



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Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60-percent of the eligible employee’s pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee’s costs related to insurance benefits. All wages for short-term disability will be paid from the particular employee’s budget lines as stated in the 2023 Base Pay Rate Schedule.

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

**Long-Term Disability Insurance**

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

- Regular full-time employees

The Town of Bristol pays 100% of the employees’ salary-based premiums totaling \$312.83 per month from the General, Water, and Sewer Fund. The renewal date for long-term disability insurance is on January 1, 2023, and there may or may not be an increase in the premium totals after this date.

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

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

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

**NationWide - Civilian and Police Department Sworn Officers**

**Civilian**

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

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

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

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

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

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

**PoliceDepartment–SwornOfficer**

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

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

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

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

**Vacation Benefits**

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

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

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

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Years of Continuous Service	Number of Vacation Hours Earned by Full-Time Employees	Number of Vacation Hours Earned by Part-Time Employees
Upon hire or transfer into an eligible employment classification	One-day (eight-hours) for every two-months (five-days or 40-hour maximum)	One-half day (four-hours) for every two-months (2.5 days or 20-hour maximum)
On January 1 <sup>st</sup> after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 <sup>st</sup> through the fourth January 1 <sup>st</sup>	Ten-days (80-hours)	Five-days (40-hours)
On January 1 <sup>st</sup> of years five through nine	15-days (120-hours)	Seven and one-half days (60-hours)
On January 1 <sup>st</sup> in year ten and thereafter	20-days (160-hours)	Ten-days (80-hours)

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

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

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

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

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

**Personal Leave Time (PLT) Benefits**

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

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

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four-months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four-hours for every four-months of employment. All other employees will receive four (4) PLT days on January

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

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

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

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

**Holidays**

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

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

Paid holidays in 2023 include the following:

<b>Holiday</b>	<b>Date</b>
New Year's Day	1/1/2023
Martin Luther King Jr. Day	01/16/2023
Presidents Day	02/20/2023
Memorial Day	5/29/2023
Independence Day	7/4/2023
Labor Day	9/4/2023
Columbus Day	10/09/2023
Veterans Day	11/11/2023
Thanksgiving Day	11/23/2023
Day after Thanksgiving	11/24/2023
Christmas Eve Day	12/24/2023
Observed on	12/22/2023
Christmas Day	12/25/2023
New Year's Eve Day	12/31/2023
Observed on	12/29/2023
New Year's Day	01/01/2024

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

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

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

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

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

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

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

**Bereavement Leave**

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

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

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

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

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

**Jury Duty**

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

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

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

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

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

**Witness Duty**

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

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

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

**Time Off to Vote**

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

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

**Military Leave**

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

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

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

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

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

**Business Travel Expense Policy**

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

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

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

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

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

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

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

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

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

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Section 10, Item a.

**PASSED** by the Town Council of the Town of Bristol, Elkhart County, Indiana, this  
     day of April 2023

**YAY**

**NAY**

	Jeff Beachy, Pres.	
	Cathy Burke	
	Gregg Tuholski	
	Andrew Medford	
	Doug DeSmith	

**ATTEST:** \_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer, Town of Bristol, Indiana



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**Appendix #1 - Tenure Incentive Pay (TIP)  
Full-Time Sworn Law Enforcement Compensation Matrix**

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

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

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

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 Agricultural A-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 Agricultural A-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 17<sup>th</sup> 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].

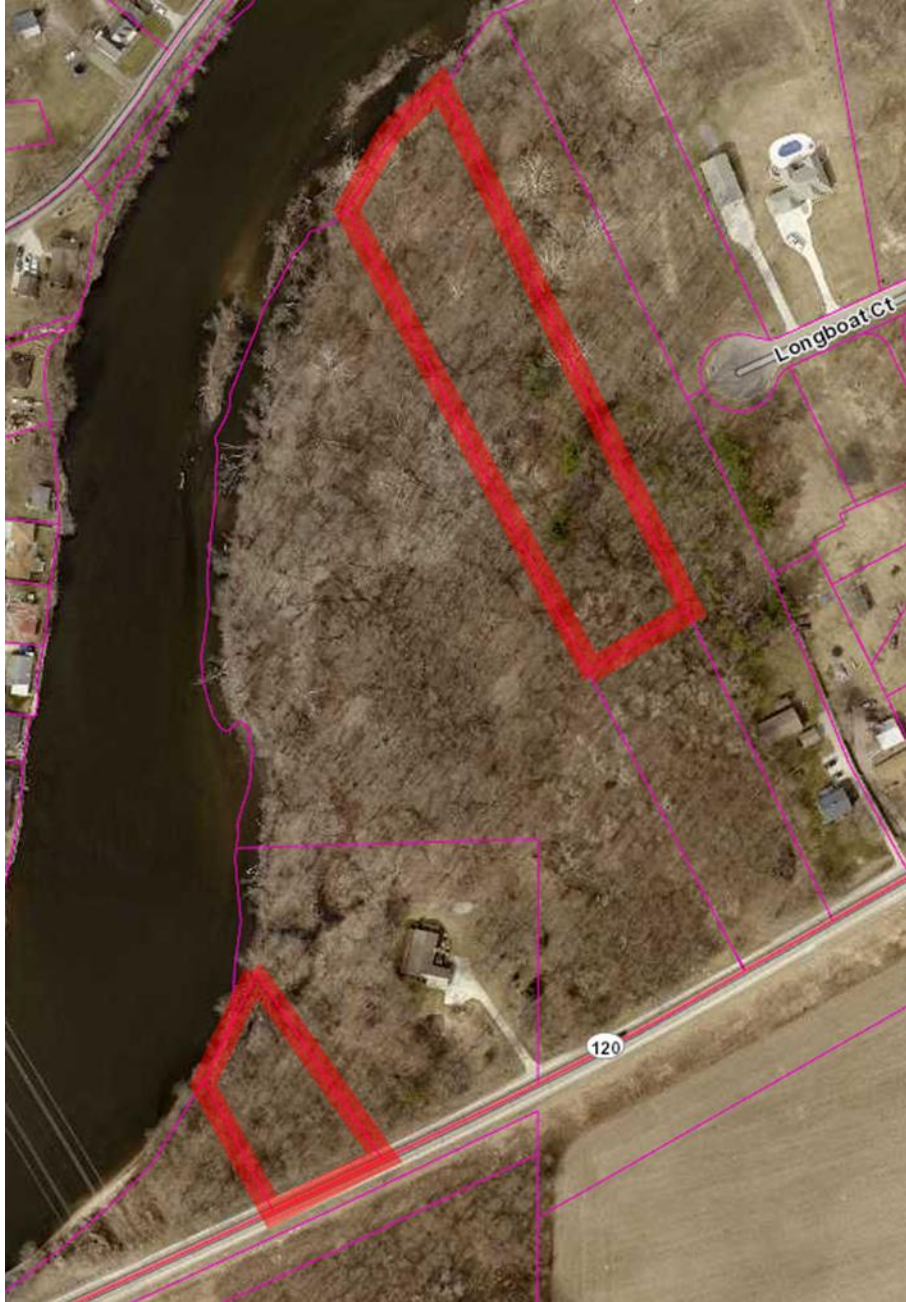
**For APN/Parcel ID(s): 20-03-32-127-007.000-030**

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





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

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

1. Swank & White LLC, an Indiana limited liability company, is the owner of the real property located off of State Road 120, 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, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Territory").
2. Petitioner constitutes one hundred percent (100%) of the owners of the Territory and is the true, rightful and complete owner of the Territory as described herein.
3. Petitioner has the authority to execute this Petition and any other documents necessary to effectuate annexation of the Territory into the Town.
4. The Territory is located in Washington Township, Elkhart County, Indiana (the "Township").
5. The land use of the Territory sought to be annexed is currently zoned Agriculture (A-1) and will be zoned as Multiple-Family Residential (R-3).
6. The Petitioner is not aware of the Township's participation in a reorganization which would prohibit the Town from adopting an annexation ordinance for the Territory.
7. Petitioner has verified that more than one-eight (1/8) of the aggregate external boundaries of the Territory coincides with the corporate boundaries of the Town. (Note: Contiguous means that at least 1/8 of the aggregate external boundaries of the Territory coincides with the boundaries of the Town. In determining if a parcel is contiguous, a strip of land which is less than 150 feet wide connecting the Town to the Territory is not considered a part of the boundaries of either the Town or the Territory.)
8. The Territory is contiguous to public highways and the public right-of-ways thereof (collectively, the "Public Ways"). (Note: The Town cannot annex a public highway or right-of-way of a public highway in order to reach the Territory).

*(Signature Page to Follow)*

PETITION FOR VOLUNTARY ANNEXATION INTO THE TOWN OF BRISTOL, INDIANA

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

SWANK & WHITE LLC,  
an Indiana limited liability company

By: [Signature]  
Christopher Cory White, Manager

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared Christopher Cory White in his capacity as the manager of Swank & White, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument as such manager acting for and on behalf of said company and who acknowledged the execution of the foregoing instrument as his free and voluntary act and deed, and for the use and purposes contained therein.

Witness my hand and Notarial Seal this 10 day of May, 2023



[Signature]  
Notary Public

Mariah Young  
Printed Signature

My Commission Expires:  
12/15/2027

My County of Residence:  
Elkhart

EXHIBIT A

Insert Legal Description and Attach Copy of Deed

**LEGAL DESCRIPTION**

Order No.: 692300114

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:

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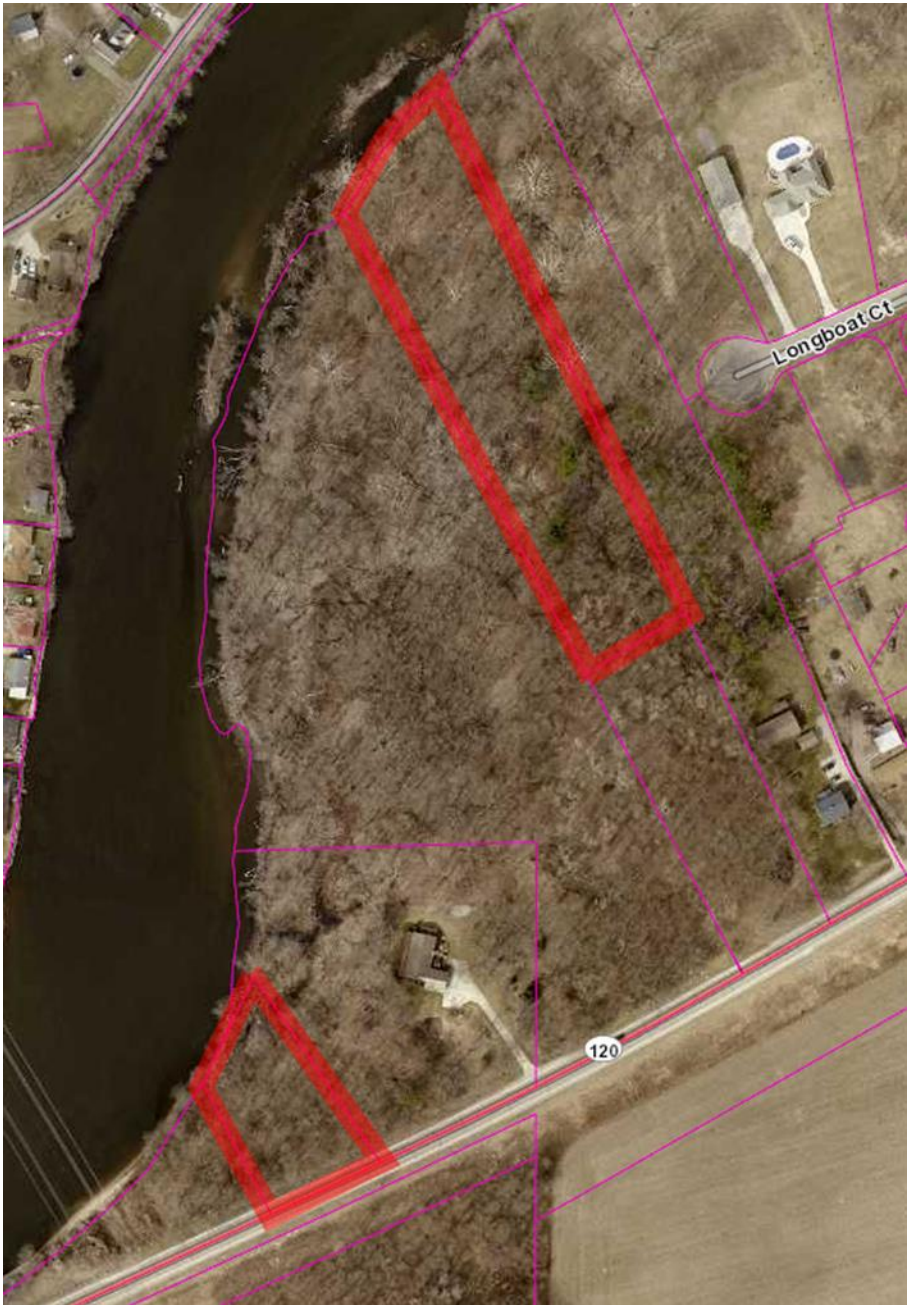


Exhibit A  
to Petition for Voluntary Annexation

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 1<sup>st</sup> and August 1<sup>st</sup> of each year, 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 1<sup>st</sup> and August 1<sup>st</sup> of each year 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. 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.

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.

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. 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. 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 17<sup>th</sup> 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:

<u>Year</u>	<u>Term Bond</u>	<u>Amount</u>
*		

\*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 Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without 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.

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.

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 17<sup>th</sup> 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

KD\_14639723\_3.docx

EXHIBIT A

PROJECT DESCRIPTION

The Project includes the acquisition of a fire truck and improvements to Main Street and the Town's riverwalk.

**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 obligations<sup>1</sup> (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

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<sup>1</sup> 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.

ORDINANCE NO. 8-3-2023-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA AMENDING CHAPTER 92 OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES

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

WHEREAS, the Town has not transferred the power to govern cemeteries to a board pursuant to Indiana Code 23-14-65, et seq., and, therefore, the Council is empowered to govern cemeteries within the Town; and

WHEREAS, pursuant to Indiana Code, burial rights in a town cemetery must be represented by a Certificate of Burial Rights issued by the town; and

WHEREAS, the Council desires for any and all Certificates of Burial Rights and related cemetery lot transfer documents (collectively “Certificates”) issued by the Town to be executed and delivered by the Town Clerk-Treasurer or the Clerk-Treasurer’s designee (collectively the “Clerk”), and that the Clerk shall be designated as signor of the Certificates and delegated such authority by the Council to execute and deliver such Certificates.

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

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. As of the effective date of this Ordinance, Title IX, Chapter 92, Section 92.07 of the Code shall be amended and replaced in accordance with Exhibit A attached hereto and incorporated herein.
- Section 3. The remaining portions of Chapter 92 of the Code are not affected by this Ordinance and shall remain in full force and effect.
- Section 4. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.
- Section 5. The Clerk is hereby authorized and directed to issue, execute, and deliver all Certificates of Burial Rights for Town cemeteries for and on behalf of the Town, and any such instruments or documents heretofore executed and delivered, and any such actions heretofore taken, by the Clerk shall be, and hereby are, ratified and approved.

Section 6. Any deeds or Certificates of Burial bearing the name of the Bristol Cemetery Board of the County of Elkhart, State of Indiana (the “Cemetery Board”), and issued or executed by the Clerk after the dissolution of the Cemetery Board, shall be, and hereby are, recognized, ratified, and approved as if issued by the Town according to this Ordinance.

Section 7. If any portion on this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.

Section 8. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All acts pursuant to the adoption of this Ordinance are hereby ratified.

\* \* \* \* \*

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TOWN COUNCIL OF THE  
TOWN OF BRISTOL, INDIANA

\_\_\_\_\_  
Jeff Beachy, President

\_\_\_\_\_  
Cathy Burke

\_\_\_\_\_  
Andrew Medford

\_\_\_\_\_  
Gregg Tuholski

\_\_\_\_\_  
Doug DeSmith

ATTEST:

\_\_\_\_\_  
Cathy Antonelli, Clerk-Treasurer

**EXHIBIT A**

**92.07 DEEDS, TRANSFER OF INTEREST, AND TERMINATION OF UNUSED BURIAL SPACES**

(A) All deeds to spaces of the cemetery shall be executed by the Town Clerk or the Town Clerk’s designee and issued by the Town Clerk to the party vested upon the payment to the Town Clerk of the purchase price covering the space. All deeds/certificates/or instruments transferring interest in any space shall be in writing and signature of transfer notarized or by probate of will.

(B) Any space owner desiring to sell or otherwise transfer a space must do so through the cemetery in order to keep records correct. If transfer is by owners last will and testament, a copy of the probated will and proof of probate shall be supplied to the Town Clerk. In transferring a space, when no provision has been made for perpetual care, such provision must be made when the space is transferred. A fee of \$25 will be charged by the Town Clerk for transferring all deeds to defray the cost of materials and handling involved. Proof of purchase must be obtained from the Town Clerk. In addition, if the transfer is from an owner who is a town resident to an owner who is not at the time of death a resident of the Town, there will be an additional charge of \$100.00.

(C) If multiple adjoining spaces (two or more) are purchased, they together may be designed as a “lot” in which case each burial space shall be identified sequentially (e.g., Lot 53, space “A” “B” “C”).

(D) If for a period of fifty (50) or more years from date of original sale or last transfer recorded by the Town Clerk, a burial space remains unused, the rights and ownership interest of the owner may be terminated in accordance with the Indiana Code.

[For codification reference: (>97 Code, ' 5-50) (Ord. 10-15-13, ' 18, passed 10-15-13; Am. Ord. 8-16-01(A), passed - -01; Am. Ord. 11--22; passed 12-20-22; Am. Ord. 6-15-2023-\_\_\_\_\_; passed 6-15-23.)]



August 2, 2023

Bristol Self Storage  
ATTN: Scott Shriner and Brian Templeton  
18532 County Rd 14  
Bristol, IN 46507-0858

**RE: TOWN OF BRISTOL WATER MAIN**

Dear Gentleman:

Thank you for talking with me on behalf of the Town of Bristol. As you know, The Town is interested in procuring a small portion of your land at County Road 120 for the placement of a new water main needed to assure the Town's Water Works customers have reliable and safe drinking water with enough capacity to provide needed fire protection.

The water main would be proposed to be located within an approximate 11,761 square foot wide easement as shown on the enclosed graphic.

Enclosed are the following items:

1. Exhibit "A", a sketch showing the proposed location of the easement on Your Property.
2. URA Brochure entitled "When a Public Agency Acquires Your Property".
3. Exhibit "B", a Waiver Valuation of the land from which the acquisition is proposed.
4. Exhibit "C", a table summarizing how the land value was determined.
5. Exhibit "D" summarizes damages and cost to cure.
6. The Easement Agreement for your signature.

Financing for the Project consists of a low-interest loan from the Indiana Finance Authority – State Revolving Loan Fund and from bonds issued by the Town. The Town wishes to inform you that you are entitled to certain rights afforded to you in the Uniform Relocation Assistance and Real Property Acquisitions Act. Please see the explanation of your rights in the enclosed brochure.

We understand that once you have reviewed this letter and the enclosed documents, you will have questions. Please contact me at (574) 596-9068 with questions, and to arrange a meeting.

Thank you in advance for your cooperation.

Sincerely,

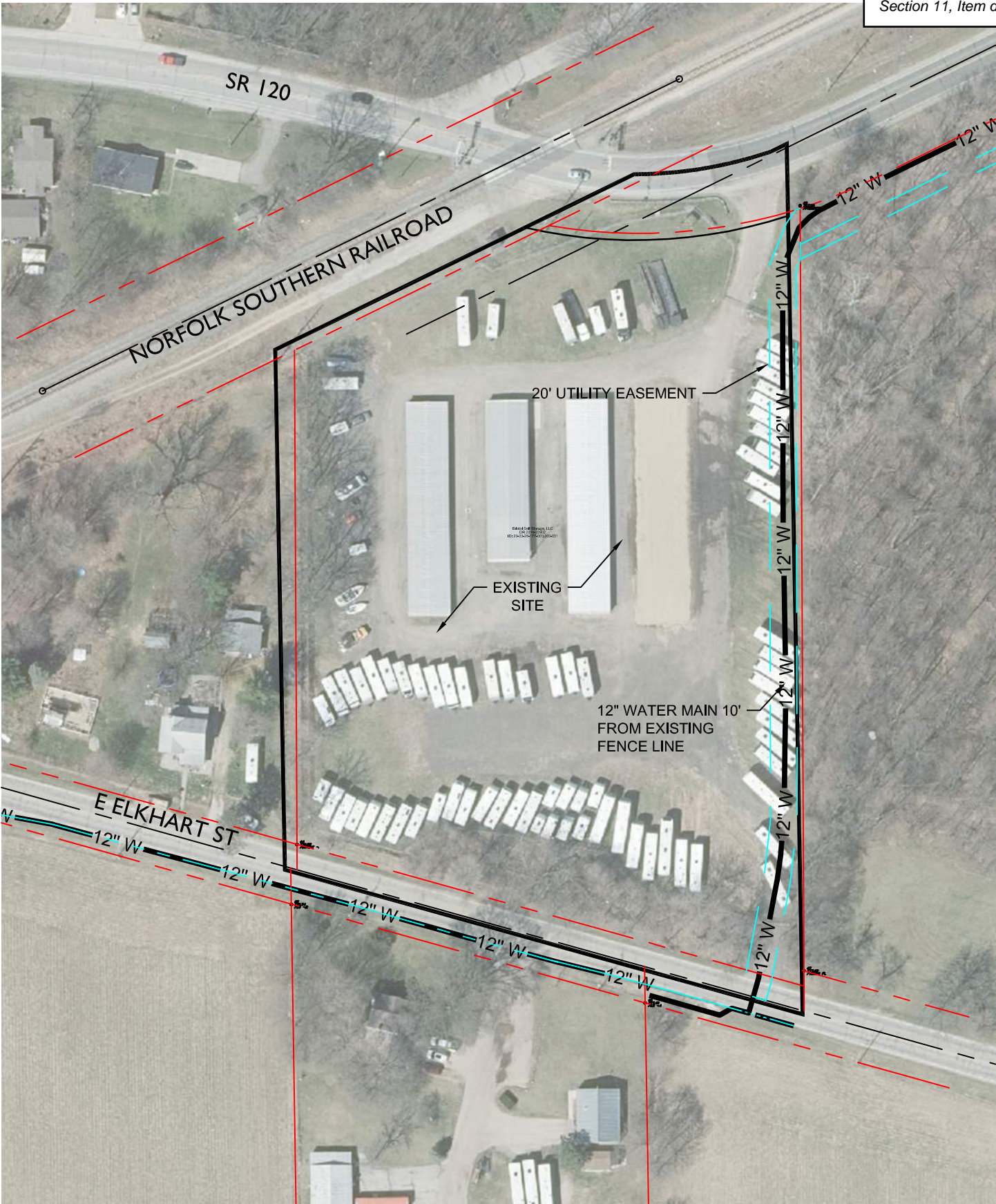
A handwritten signature in blue ink that reads "Ken Jones". The signature is fluid and cursive, with the first name "Ken" and last name "Jones" clearly legible.

Ken Jones, PS  
President

CC: Town Council  
Legal Counsel  
Town Manager

Enclosures (5)





BRISTOL WATER

FIGURE NO. 1  
ACQUISITION SKETCH - SELF STORAGE  
© 2023 JPR - All Rights Reserved

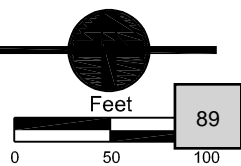


JONES  
PETRIE  
RAFINSKI

Elkhart, IN  
p: 574.293.7762

South Bend, IN  
p: 574.232.4388

Fort Wayne, IN  
p: 260.422.2522



# WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

Section 11, Item d.

[www.hud.gov/relocation](http://www.hud.gov/relocation)

## **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

## **General Questions**

### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the

project.

**How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

**What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

**How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

**Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

**How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

**What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

**Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

**May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

**If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally,

this should be possible within 30 to 60 days after you sign a purchase contract. If title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

**What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

**What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

**What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

**Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

**May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

**Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

**Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

**How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

**Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

**My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

**I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

**Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

**Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: U.S. Dept. of Housing and Urban Development  
- Office of Community Planning and Development

Address: 77 W. Jackson Blvd. Suite 2401, Chicago, IL 60604-3507

Office Hours:

Telephone Number: (312) 913-8718 Fax Number: (312) 353-5416

Person to Contact: Maureen Thurman



March 1, 2023

For: 1105 State Road 120, Bristol IN

Subject: **Waiver Valuation**

A per-square-foot land valuation has been calculated for the below referenced property based on the following information and methodology:

- Land Value established by the Elkhart County Assessor records
- Divided by area (total square footage size of property) also taken from Elkhart County Assessor records
- **Assessed value per square foot: \$ .48 SF**

This methodology assumes that proposed easements:

- Will be located primarily along property perimeters and not under buildings, and
- Will be utilized for underground force main sewer and/or grinder pump installation.

Parcel ID/Tax : 20-03-26-177-003.000-031

**Assessed Land Value: \$ .48 /SF**

**Parcel area: 200,376 SF**

Parcel address: 1105 State Road 120  
Bristol, IN 46507

By using comparables, the fee simple land value per square foot was calculated:

**Calculated fee simple land value per square foot: \$ / 1.49 SF**

Submitted by:



David J. Myers  
Principal Broker  
Myers Trust Real Estate

**Owner Name:** Bristol Self Storage LLC

**Owner Address:** 18532 County Rd 14  
Bristol, IN 46507

**Exhibit C**

**TOWN OF BRISTOL**

Method for Establishment of Just Compensation for a water mainline

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

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

Property: 2021-11551  
Parcel ID: 20-03-26-177-003.000-031  
Owner: Bristol Self Storage  
Property Address: 11054 State Road 120, Bristol, Indiana

Site area in square feet:	11,761/SFT	
Site value per square foot:	<u>\$1.12</u>	75% FMV
Total Value of Acquisition	\$13,172.32	

**Exhibit D**

**Damages Claim**

**RE: BRISTOL SELF STORAGE**

Original Offer:

For the easement, the following offer was forwarded with the document package including the URA Brochure.

Site Area	11,761/SF
Site Market Value/SF @.100%)	<u>\$1.12</u>
Site Market Value	\$13,172.32

The owners of Bristol Self Storage advise that they expect damage related to the impact in value to the remaining land, in the amount of \$16,827.68 or \$3,877.34/acre (4.34 AC).

Damages are related to the impact of the proposed water main location that will impact future buildings or stormwater features.

JPR (Project Engineer) has reviewed the claim for damages and would advise the request seems reasonable.

Therefore, if approved by the Trustees then the total cost to cure is as follows:

Damages	<u>\$16,827.68</u>
Value of Easement	\$13,172.32

If approved, compensation would be \$30,000.

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

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY EASEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Bristol Self Storage LLC, an Indiana limited liability company (“Grantor”), and the TOWN OF BRISTOL, INDIANA, a municipal corporation existing under the laws of the State of Indiana (“Grantee”).

**RECITALS**

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

WHEREAS, Grantor desires to grant for the benefit of Grantee and Grantee desires to accept, a certain perpetual and non-exclusive easement in, on, over and across that certain portion of the Property as described in Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”) to provide for the installation, maintenance, repair, and replacement of drainage and utility facilities and equipment to be located on the Easement Area, upon the terms and conditions of this Agreement; and

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

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

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

Section 2. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive perpetual easement for the right and privilege to install, construct, operate, maintain, inspect, reconstruct, repair, remove, and replace underground sewer, water, storm drainage, electric, gas, telephone, cable and data transmission and other utility lines or facilities, including cables, wires, poles, conduits, lines, pipe and other such facilities, including, but not limited to, necessary

underground support or protective structures, ducts, transformers, insulation, conduits and appurtenances and fixtures attached thereto, for the transmission of water, sewage, gas, electricity, telephone, data or other utilities (collectively, the “Improvements”), within the Easement Area, solely for the purpose of, in connection with and in support of the installation, construction, operation, maintenance and, as needed from time to time, the repair, replacement, restoration and reconstruction of, any Improvements within the Easement Area (the “Easement”).

Section 3. Grant of Ingress and Egress and Temporary Use of the Property. Subject to the terms and conditions of this Agreement, Grantor grants and conveys to Grantee and its employees, agents, licensees, representatives, grantees, successors and assigns (collectively, “Grantee’s Benefitted Parties”) a temporary right of ingress and egress to and from the Easement Area over the Property and the right to temporarily use additional space, when available and reasonably necessary from time to time adjacent to the Easement Area, in order for Grantee or Grantee’s Benefitted Parties to exercise their rights under this Agreement. Grantor acknowledges that Grantee and Grantee’s Benefitted Parties right of ingress and egress includes the right to use equipment and materials on the Property which are necessary for the Easement.

Section 4. Restoration of Surface Area. All construction, maintenance, repair and operation of the Improvements by Grantee and Grantee’s Benefitted Parties shall be performed in accordance with all applicable laws, rules, ordinances, and regulations. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the Improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation, and use of the Property. Grantee and any of Grantee’s Benefitted Parties shall exercise reasonable efforts to return the Property to as near its original condition as is reasonably possible at such time as such Grantee or any of Grantee’s Benefitted Parties completes its construction, maintenance, repair, or any other operations in the Easement Area with respect to the Easement. Grantee and any of Grantee’s Benefitted Parties shall have the right to remove from the extent of the Easement Area any encroaching trees, buildings, or other obstructions, to the free and unobstructed use of such Easement Area. Grantor herein covenants for itself, its grantees, successors and assigns that they will not erect or maintain any buildings or other structures or obstruction on, over, or under said Easement Area, excepting therefrom streets, drives or other surface improvements of like nature or as otherwise expressly permitted by Grantee, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

Section 5. Nature and Assignment of Easements and Rights. The Easements created herein shall be permanent and perpetual and, together with the rights and benefits thereof, shall inure to the benefit of Grantee and Grantee’s Benefitted Parties. The Easements created by this Agreement, together with the burdens thereof and obligations associated therewith, shall (i) run with and bind the Property and Easement Area, and (ii) bind Grantor (as the owner of the Property and Easement Area) and its grantees, successors and assigns and Grantee and Grantee’s Benefitted Parties. Each instrument which conveys, grants, transfers, creates, or assigns any interest in a part of the Property and Easement Area shall be deemed to impose as a limitation or restriction upon the Property and Easement Area, the burden of the Easement and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction). Notwithstanding the foregoing, Grantor hereby reserves the right to grant easements to other utilities or services which may intersect or transect the Easement Area. Any easement

granted to a utility or service intersecting or transecting the Easement Area shall be subject to the rights of Grantee herein, and shall not be incompatible with, or interfere with, the continuing use of the Easement Area.

Section 6. Defaults and Remedies. In the event of a breach, or attempted or threatened breach, by either party of any of the terms, covenants, or agreements hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all other available legal and equitable remedies. Notwithstanding the foregoing, if either party shall fail to cure such breach within ten (10) business days after written notice of such breach from the non-breaching party, or an additional reasonable time after such receipt if (a) such failure cannot be cured within such ten (10) business day period and (b) the defaulting party commences curing such failure within such ten (10) business day period and thereafter diligently pursues the curing of such failure, then the non-breaching party may (i) cure (but is under no obligation to cure) such default and (ii) recover from the breaching party all costs and expenses (including, but not limited to, reasonable attorney’s fees) associated therewith, together with interest at the rate of three percent (3%) per annum over the prime rate published in the Wall Street Journal from time to time from the date the non-breaching party incurs such costs and expenses. In no event shall a breach result in a termination of this Agreement.

Section 7. Address and Notice. All communications directed to the parties shall be sent to the following addresses:

If to Grantor: Bristol Self Storage LLC  
18532 County Road 14  
Bristol, IN 46507

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

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

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

Section 8. Warranty of Grantor. Grantor hereby represents and warrants to Grantee that Grantor has fee simple title to the Property and that Grantor has the full authority to grant the Easement and to execute this Agreement.

Section 9. Due Authorization. Each undersigned person signing on behalf of a party in a representative capacity warrants and represents that: (i) he/she is fully empowered and duly authorized by any and all necessary action or consent required to execute and deliver this Agreement for and on behalf of said party; (ii) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (iii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 10. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on all parties.

Section 11. Modification. This Agreement may not be modified or amended, except pursuant to a written agreement in recordable form executed by each of the parties hereto.

Section 12. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral), representations and understandings of the parties relating to the subject matter of this Agreement. No representations have been made to induce the other party to enter into this Agreement except as expressly set forth herein.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its principles of conflict of laws. All claims, disputes and other matters in controversy arising out of or related to this Agreement, or the performance or breach thereof, shall be decided in the Circuit or Superior Courts of Elkhart County, Indiana, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by the parties.

Section 15. Waiver. No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limitation the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

Section 16. Construction and Interpretation. The terms “hereof”, “herein” and “hereunder”, and words of similar import, are to be construed to refer to this Agreement as a whole, and not to any particular section, paragraph, or provision, unless expressly so stated. All words or terms used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require. This Agreement is to be construed without regard to any presumption or rule requiring construction against the party causing such document to be drafted or prepared. The terms “person” and

“persons” used herein shall include natural persons and corporations, partnerships (general and limited), limited liability companies, firms, associations, trusts, estates, bodies politic, political subdivisions and other entities and organizations.

Section 17. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

*[Signature Pages Follows]*



IN WITNESS WHEREOF, Grantor and Grantee have caused Agreement for Temporary Construction Easement and Permanent Utility Easement to be executed as of the Effective Date.

**GRANTOR:**

Bristol Self Storage LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Grantee have caused Agreement for Temporary Construction Easement and Permanent Utility Easement to be executed as of the Effective Date.

**GRANTOR:**

Bristol Self Storage LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**GRANTEE:**

**TOWN OF BRISTOL, INDIANA**

By: \_\_\_\_\_

Name: Jeff Beachy

Title: Council President, Town of Bristol, Indiana

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

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

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

Prepared by:

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

Return after recording to:

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

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

DISCLOSURE FEE PAID

2016-22902

Section 11, Item d.

ELKHART COUNTY

JENNIFER L. DORIOT  
 FILED FOR RECORD ON  
 AS PRESENTED  
 11/02/2016 3:29 PM

DULY ENTERED FOR TAXATION

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Nov 02 2016

PAULINE GRAFF, AUDITOR

5962

EXHIBIT A

5.00

### Warranty Deed

*This Indenture Witnesseth*, that Cascev Management, LLC, an Indiana limited liability company, a limited liability company organized and existing under the laws of the State of Indiana ("Grantor"), by Scott A. Jones, its Managing Member, CONVEY(S) AND WARRANT(S) to **Bristol Self Storage, LLC, an Indiana limited liability company** ("Grantee") of Elkhart County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Elkhart County, State of Indiana, commonly known as 1105 E. Vistula Street, Bristol, Indiana, and more particularly described as:

Four acres of land, more or less, lying in the Southeast Quarter of the Northwest Quarter of Section 26, Township 38 North, Range 6 East, and more particularly described as follows:

COMMENCING at a point where the half-section line which bounds on the East side, Southeast Quarter, of said Northwest Quarter of said Section 26 intersects the Bristol and Middlebury Road; thence North 73° West along the center of said road 6.60 chains to the place of beginning; thence North 9.44 chains to the South line of Vistula Road; thence South 63° West, 6.47 chains; thence South 4.88 chains to the center of Bristol and Middlebury Road, aforesaid; thence along the center of the Bristol and Middlebury Road, South 73° East 5.92 chains to the place of beginning.

ALSO, beginning at a point in the East corporation line of said Village of Bristol the same being the North and South Quarter Section line of said Section 26 where the same is intersected by the Southerly line of the highway known as Vistula Street, thence Westerly along the said Southerly line the same being the distance of 103 feet by rectangular measurement Southeasterly from and parallel to the center line of the original main track of the Lake Shore and Michigan Southern Railroad, a distance of 618 feet more or less to an angle; thence Northwesterly along the Southwesterly line of said highway to a point distant 56 feet by rectangular measurement Southerly from said center line of track; thence Westerly along a line drawn parallel to and distance 56 feet by rectangular measurement Southerly from said center line of track, a distance of 190 feet more or less, to a point in the West line of the land of said railroad company; thence South along said West line to the Southwest corner of the land of said railroad company, the said being distant 122 feet by rectangular measurement Southerly from the parallel to the center line of said main track, a distance 862 feet, more or less, to the corporation line aforesaid, thence North along said corporation line to the place of beginning.

PARCEL NUMBER: 20-03-26-177-003.000-031

Subject to taxes for 2016 payable 2017, now a lien, not yet due and payable.

Subject to covenants, agreements, easements, restrictions and all rights of way of record.

MH

MC

The undersigned person(s) executing this deed on behalf of Grantor represent and certify that they are duly appointed Member(s), Manager(s), or representative(s) of Grantor and have been fully empowered, by proper resolution, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary company action for the making of such conveyance has been taken and done.

In Witness Whereof, Grantor has caused this deed to be executed this 1<sup>st</sup> day of November, 2016.

Cascev Management, LLC

BY: [Signature]  
Scott A. Jones, Managing Member

STATE OF INDIANA )  
COUNTY OF Elkhart

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Jones, as Managing Member of Cascev Management, LLC, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1<sup>st</sup> day of November, 2016.

Signature: Elle Hart, Notary Public  
Printed: Elle Hart

My Commission Expires: 5/5/2017  
My County Of Residence is: Elkhart  
16-2990



Prepared by and return deed to: Jennifer J. Wallander, Esq.  
Hamilton National Title LLC, 1001 Parkway Avenue, Suite 1, Elkhart, IN 46516

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law, Jennifer J. Wallander.

Grantee mailing address and please send tax statements/notices to:  
18532 CR 14, Bristol IN 46507

**EXHIBIT "B"**

Project: Town of Bristol  
Parcel: Water main Easement  
Key No: Part of 20-03-26-177-003.000-031

Sheet 1 of 1

Permanent Water Main Easement

A 20-foot wide strip of land within that tract of land conveyed to Bristol Self Storage, LLC, by instrument recorded in 2016-22902, Elkhart County Recorder, being a part of the Southeast Quarter of the Northwest Quarter of Section 26, Township 38 North, Range 6 East, the centerline of said 20-foot wide strip being more particularly described as follows: Commencing at a point where the half-section line which bounds on the east side of the Southeast Quarter of said Northwest Quarter of said Section 26 intersects the Bristol and Middlebury Road (also known as Elkhart Street); thence North 74 degrees 26 minutes 38 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 474.40 feet along the road centerline the point of beginning of said easement centerline; thence along said easement centerline the following six courses: (1) North 15 degrees 45 minutes 00 seconds East 14.76 feet; (2) North 10 degrees 45 minutes 00 seconds East 74.46 feet; (3) North 06 degrees 27 minutes 29 seconds East 46.28 feet; (4) North 0 degrees 08 minutes 04 seconds West 416.10 feet; (5) North 22 degrees 08 minutes 06 seconds East 31.22 feet; (6) North 33 degrees 23 minutes 06 seconds East 2.81 feet to the east line of the grantor's land and being the point of terminus of said centerline. Said point or terminus lying North 0 degrees 08 minutes 04 seconds East 416.10 feet from the point of beginning. Containing 0.27 acres, more or less.

The sidelines of said easement shall be prolonged or shortened so as to being at the south line of the grantor's land.

The sidelines of said easement shall be prolonged or shortened so as to terminate at the northerly and easterly lines of the grantor's land.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference Document: DR 2016-22902

Prepared for: Town of Bristol  
By: Jeffrey S. Barnes, PS  
Firm: Jones Petrie Rafinski  
Date: June 27, 2023, 2023  
Job Number: 2023-0005

H:\2023 Projects\2023-0005\Land Acquisition\Easements\120\1 - Bristol Self Storage\2023-06-27 Bristol Self Storage Perm Esmt Description.doc