



MAY 18, 2023 TOWN COUNCIL REGULAR MEETING

Thursday, May 18, 2023 at 7:00 PM
Council Chambers – Bristol Municipal Complex and Via Zoom

AGENDA

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

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/2011667863?pwd=ZkJKGK2ZMcTZGNHBCaW9adUgvdUtYZz09>

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

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

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. APPROVAL OF INVOICES
6. APPROVAL OF MINUTES
7. PRIVILEGE OF THE FLOOR (Public Comment)
 - a. Please state your name and address
8. PLANNING AND DEVELOPMENT ITEMS
 - a. Preliminary discussion with Abonmarche on apartment complex site design -Chris Godlewski presenting
 - b. Public hearing on voluntary Annexation Ordinance 6-1-2023-10 -- Alex B.
First reading ordinance 6-1-2023-10 voluntary annexation

REPORTS

9. TOWN MANAGER
 - a. Introduce new rate ordinances for water and sewer utilities - Alex and B/T representative
 - b. Satellite Industries, Inc. RE and PP CF-1 phase-in has expired
 - c. CCMG 2022-2 pay application for \$8,211.60 sidewalk and curb work

- d. Synergy Gateway Aluminum letter of support for rezoning

10. CLERK-TREASURER

- a. Amend the salary ordinance 5.18.2023- 11 to reflect the hiring of seasonal/summer employees at \$15 per hour and \$17 per hour depending upon position. Up to 4 employees for Street and Cemetery work and 2 summer program positions with Park Department. Consider suspending the rules to pass on one reading.

11. TOWN MARSHAL

- a. April Operations report
- b. April Call report
- c. Code enforcement dashboard

12. FIRE CHIEF

- a. BFD Operations Report

13. PARK BOARD

14. TOWN ATTORNEY

- a. Purchase easement from Helping Hands Ministry \$9,396.00
- b. Work session vs Council meeting question.

15. NEW BUSINESS

16. UNFINISHED BUSINESS

17. TOWN COUNCIL DISCUSSION ITEMS

- a. Doug DeSmith
- b. Andrew Medford
- c. Cathy Burke
- d. Gregg Tuholski
- e. Jeff Beachy

NEXT MEETINGS:

public meeting to open bids Tuesday, May 30, 2023 at 7:00pm

regular council meeting Thursday, June 1, 2023 at 7:00pm

18. MOTION TO ADJOURN

Town of Bristol

Apartment complex
West SR 120

May 18, 2023

Project Team & General Project

- ▶ Developer - Cory White
- ▶ General Contractor - Ancon Construction -> Matt Schneider
- ▶ Engineer Firm - Abonmarche - Jeff Schaffer & Chris Godlewski
- ▶ Krieg & Devault - Municipal Advisor/Economic - Scott Fissell
- ▶ Baker Tilly - Fiscal Annexation Study - Deen Rogers

- ▶ Project: 72+- Unit Apartment complex 2 story; SR 120; Served by sewer/water, office/clubhouse
- ▶ Adds new residents & benefits to the Town of Bristol

Site locations



Site photos #1 & #2



1) SW part of site looing NE
<-

2) South part of site looking North at existing house/property >



Site photos #3, #4 ,#5

Looking from the Southeast and East sides of property



Proposed site plan

- ▶ Proposed build out - showing utilities, site design
- ▶ Rezoning -> Annexation - > Incentives



Annexation phasing plan

► Annexation Phase I



Annexation Phase II



Neighbor notification

- ▶ Neighbors noticed - May 24th Open House @ Bristol Town Hall
- ▶ Introducing project to the neighborhood



Timelines

- ▶ Rezoning -> June PC & July County Commissioners
- ▶ Super Voluntary Annexation -> April through September
- ▶ Economic incentives -> July through November
- ▶ Permitting & Construction -> October

Comments & Questions

Jeff Schaffer, PE
Abonmarche
574-393-9804
jschaffer@abonmarche.com

Chris Godlewski
Abonmarche
574-393-9804 X 271
cgodlewski@abonmarche.com



ORDINANCE NO. 6-1-2023-10

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 three parcels along State Road 120, Washington Township, Elkhart County, Indiana, and identified in the Elkhart County, Indiana property records as Parcel Numbers 20-03-32-127-006.000-030, 20-03-29-451-015.000-030, and 20-03-29-378-004.000-030, consisting of approximately 9.6 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 May 18, 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 1st DAY OF JUNE, 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

EXHIBIT B

MAP OF THE ANNEXATION TERRITORY



ORDINANCE NO. 6-15-2023-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA
AMENDING CHAPTERS 51 AND 52
OF THE TOWN OF BRISTOL, INDIANA CODE OF ORDINANCES
WATER AND SEWER UTILITY RATE INCREASE

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 owns and operates a municipal waterworks system for the treatment and distribution of potable water to the inhabitants of the Town of Bristol (the “Water Utility”), and a municipal sewer and treatment system for the transportation and treatment of wastewater and sewage for the Town of Bristol (the “Sewer Utility”) (the Water Utility and Sewer Utility collectively the “Utilities”); and

WHEREAS, the Town Council has established rates and charges for the Sewer Utility and Water Utility for customers connected to the Town’s municipal water and sewage systems; and

WHEREAS, the Town, through its advisors, is undertaking to expand, enhance, and improve the extent, capacity, and quality of the Town’s Utilities through investments in facilities and infrastructure (the “Utilities Expansion Project”); and

WHEREAS, pursuant to Indiana Code, this Council may modify or adjust its existing schedule of fees by ordinance after providing notice and conducting a public hearing; and

WHEREAS, Indiana Code authorizes the Council to adopt by ordinance nondiscriminatory, reasonable, and just rates and charges for sewer and water services rendered by the Town's Utilities; and

WHEREAS, Indiana Code authorizes the Town to exercise powers to regulate the furnishing of water to the public; establish, maintain, and operate waterworks; and regulate the furnishing of the service of collecting, processing, and disposing of waste substances and domestic or sanitary sewage with four (4) miles of the Town’s corporate boundaries; and

WHEREAS, the Town has caused a rate study to be completed by Baker Tilly Municipal Advisors, LLC, for the purpose of determining whether the current rates charged for the Town’s Utilities produce an income sufficient to properly maintain and operate the Utilities through and after the completion of the Utilities Expansion Project; and

WHEREAS, it has been determined by the Town Council that the existing rates for the Utilities will be insufficient to meet the costs and demands of the Utilities Expansion Project and, therefore, should be amended and modified as provided for in this ordinance; and

WHEREAS, the Council now determines that proper notice has been duly given as required by Indiana Code § 8-1.5-3-8.1, and that a public hearing on the proposed schedule of rates and charges has been duly held on June 15, 2023;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bristol, Indiana, meeting in regular session, and after considering the needs of the Town’s Utilities, determines it is necessary to make changes and amend the sewer and water rates and charges in the Town of Bristol, Elkhart County, Indiana in the following manner:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. As of the effective date of this Ordinance, Section 51.01 of the Code, entitled “Metered Water Rates and Charges,” shall be amended and replaced in its entirety with the new Section 51.01 attached as Exhibit A hereto and incorporated herein.
- Section 3. As of the effective date of this Ordinance, Section 51.02 of the Code, entitled “Minimum Water Charges,” shall be amended and replaced in its entirety with the new Section 51.02 attached as Exhibit B hereto and incorporated herein.
- Section 4. As of the effective date of this Ordinance, Section 51.04 of the Code, entitled “Hydrant Rental,” shall be amended and replaced in its entirety with the new Section 51.06 attached as Exhibit C hereto and incorporated herein.
- Section 5. As of the effective date of this Ordinance, Section 51.05 of the Code, entitled “Monthly Billing Charts for 40,000 Gallons or More,” shall be deleted in its entirety and replaced with the notation “Repealed by Ord. 6-15-2023-12.”
- Section 6. As of the effective date of this Ordinance, Section 51.06 of the Code, entitled “Rates for Sprinkler Systems and Public Drinking Fountains,” shall be amended and replaced in its entirety with the new Section 51.06 attached as Exhibit D hereto and incorporated herein.
- Section 7. As of the effective date of this Ordinance, Section 52.142 of the Code, entitled “Sewage Rates Schedule,” shall be amended and replaced in its entirety with the new Section 52.142 attached as Exhibit E hereto and incorporated herein.
- Section 8. As of the effective date of this Ordinance, Section 52.156 of the Code, entitled “Surcharge Fees for Conventional Pollutants,” shall be amended and replaced in its entirety with the new Section 52.156 attached as Exhibit F hereto and incorporated herein.
- Section 9. All ordinances and parts of ordinances, and all Titles, Chapters and/or Sections of the Bristol Code of Ordinances that conflict with the provisions contained herein are hereby specifically repealed as of the effective date of this Ordinance.
- Section 10. 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 11.

The rates and charges herein set forth shall be in full force and effect for all billings of Water Utility and Sewer Utility services at the first full monthly billing therefor following the final passage and adoption of this Ordinance. All other provisions of this Ordinance shall be in full force and effect from and after its adoption and publication as required by law. 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

§ 51.01 METERED WATER RATES AND CHARGES.

There shall be and there are established for the use of and the service rendered by the waterworks systems of the town rates and charges based on the use of water supplied by the waterworks system determined by the Town Council and adopted herein by reference.

Monthly Metered Rates:		Rate per 1,000 Gallons effective July 1, 2023	
		Inside Town	Outside Town¹
First	15,000 Gallons	\$5.58	\$6.36
Next	105,000 Gallons	\$5.29	\$6.02
Over	120,000 Gallons	\$3.92	\$4.47

¹ Represents a 14% increase from Inside Town rates.

(‘97 Code, § 9-10) (Ord. 12-11-97(A), passed 12-11-97; Am. Ord. 10-21-99(A), passed 10-21-99; Am. Ord. 6-15-2023-12, passed 6-15-23.)

EXHIBIT B

§ 51.02 MINIMUM WATER CHARGES.

Each user shall pay a minimum charge in accordance with the size of meter installed for which the user will be entitled to the quantity of water set by the Town Council from time to time.

Minimum Water Charges		
Meter Size	Rate per month effective July 1, 2023	
	Inside Town	Outside Town¹
5/8 inch meter	\$11.15	\$12.72
1 inch meter	\$19.42	\$22.15
1 1/4 inch meter	\$29.56	\$33.71
1 1/2 inch meter	\$40.68	\$46.40
2 inch meter	\$72.63	\$82.84
3 inch meter	\$173.40	\$197.64
4 inch meter	\$333.31	\$379.78
6 inch meter	\$849.39	\$967.90

¹ Represents a 14% increase from Inside Town rates.

(‘97 Code, § 9-11) (Ord. 12-11-97(A), passed 12-11-97; Am. Ord. 10-21-99(A), passed 10-21-99; Am. Ord. 6-15-2023-12, passed 6-15-23.)

EXHIBIT C

§ 51.04 HYDRANT RENTAL.

The fire hydrant rental shall hereafter be charged at the following rates per annum, per hydrant, effective July 1, 2023, a copy of which is on file in the office of the Clerk-Treasurer during regular business hours.

Hydrant Type	Fee per hydrant per annum	
	Inside Town	Outside Town ¹
Municipal	\$612.21	\$697.92
Private	\$378.45	\$431.43

¹ Represents a 14% increase from Inside Town rates.

(‘97 Code, § 9-13) (Ord. 12-12-96, passed 12-12-96; Am. Ord. 10-21-99(A), passed 10-21-99; Am. Ord. 9-16-04, passed 9-16-04; Am. Ord. 8-21-08B, passed 8-21-08; Am. Ord. 6-15-2023-12, passed 6-15-23.)

EXHIBIT D

§ 51.06 RATES FOR SPRINKLER SYSTEMS AND PUBLIC DRINKING FOUNTAINS.

(A) The rates for sprinkler systems and public drinking fountains shall be determined by the town.

(B) Until otherwise modified, the rate for building sprinkler systems as determined by the diameter of the service line for the system is as follows:

Size of Line	Annual Fee	
	Inside Town	Outside Town ¹
4 inch	\$130.29	\$148.53
6 inch	\$378.45	\$431.43
8 inch	\$806.51	\$919.42

¹ Represents a 14% increase from Inside Town rates.

(‘97 Code, § 9-15) (Ord. 5-21-1966, passed 5-2-66; Am. Ord. 12-11-97(A), passed 12-11-97; Am. Ord. 10-21-99(A), passed 10-21-99; Am. Ord. 2-21-13, passed 2-21-13; Am. Ord. 6-15-2023-12, passed 6-15-23.)

EXHIBIT D

§ 52.142 SEWAGE RATES SCHEDULE.

For sewage customers who are metered customers of the municipal water system and industrial customers with private supply of water, the charge for sewage service shall be based upon the quantity of water used and returned to the sewage plant for treatment as determined by the Town Council.

Base Monthly Charges (includes 2,000 gallons of usage)		
Meter Size	Rate per month effective July 1, 2023	
	Inside Town	Outside Town ¹
5/8 – 3/4 inch meter	\$14.80	\$16.88
1 inch meter	\$37.05	\$42.24
1 1/4 inch meter	\$59.20	\$67.49
1 1/2 inch meter	\$85.85	\$97.87
2 inch meter	\$148.00	\$168.72
3 inch meter	\$340.40	\$388.06
4 inch meter	\$592.00	\$674.88
6 inch meter	\$1,346.00	\$1,535.35

Minimum Monthly Rates for Unmetered Users		
Class of User	Rate per month effective July 1, 2023	
	Inside Town	Outside Town ¹
Single family residence/unit	\$45.15	\$51.47

Monthly Metered Flow Rates		
Flow	Rate per 1,000 Gallons effective July 1, 2023	
	Users Inside Town	Users Outside Town ¹
All Gallons	\$7.40	\$8.44

¹ Represents a 14% increase from Inside Town rates.

(‘97 Code, § 9-30) (Ord. 12-11-97(B), passed 12-11-97; Am. Ord. 10-21-99(A), passed 10-21-99; Am. Ord. 6-15-2023-12, passed 6-15-23.)

EXHIBIT E

§ 52.156 SURCHARGE FEES FOR CONVENTIONAL POLLUTANTS.

(A) Surcharge fees (additional charges) based on the strength of sewage and liquid wastes shall be made on the following basis:

(1) There shall be an additional charge of \$0.31 per pound of biochemical oxygen demand for BODs received in excess of 200 milligrams per liter of fluid.

(2) There shall be an additional charge of \$0.27 per pound of suspended solids for total suspended solids received in excess of 200 milligrams per liter of fluid.

(3) There shall be an additional charge of \$1.19 per pound of ammonia for ammonia received in excess of 20 milligrams per liter of fluid.

(4) There shall be an additional charge of \$5.04 per pound of phosphorous for phosphorous received in excess of 10 milligrams per liter of fluid.

(B) The surcharge will remain in effect until the user provides proof satisfactory to the Bristol Utility Director that the strength of liquid wastes and sewage being disposed of by user have been reduced to levels that would cause the surcharge to be no longer appropriate. For purposes of calculating the surcharge, the Director may consider either actual measured flowage or estimate using available information. The user shall have burden of showing the surcharge is excessive.

(Ord. 10-21-99(A), passed 10-21-99; 6-15-2023-12, passed 6-15-23.)



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential information pursuant to IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM C

Section 9, Item b.

20 23 Pay 20 24

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Satellite Industries, Inc.	County Elkhart	
Address of Taxpayer (number and street, city, state, and ZIP code) 2530 Xenium Lane North, Plymouth, MN 55441		DLGF Taxing District Number 20-031
Name of Contact Person Lori Klukow	Telephone Number (763) 551-7212	Email Address

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Town of Bristol	Resolution Number 8-16-18R	Estimated State Date (month, day, year) 9/1/2018
Location of Property 1686 Commerce Drive, Bristol, IN 46507		Actual Start Date (month, day, year) 9/1/2018
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired. New Equipment for Expansion		Estimated Completion Date (month, day, year) 02/1/2019
		Actual Completion Date (month, day, year) 12/31/2019

SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	85	312
Salaries	2,186,644	14,710,830
Number of Employees Retained	85	85
Salaries	2,186,644	4,007,758
Number of Additional Employees	60	227
Salaries	2,090,000	10,703,072

SECTION 4 COST AND VALUES								
AS ESTIMATED ON SB-1	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$ 1,065,035	\$	\$	\$	\$ 364,658	\$	\$ 230,601	\$
Plus: Values of Proposed Project	\$ 433,000	\$	\$	\$	\$	\$	\$ 68,000	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 1,498,035	\$	\$	\$	\$ 364,658	\$	\$ 298,601	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$ 1,065,035	\$	\$	\$	\$ 364,658	\$	\$ 230,601	\$
Plus: Values of Proposed Project	\$ 732,759	\$ 293,104	\$	\$	\$	\$	\$ 69,558	\$ 27,823
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 1,797,794	\$ 293,104	\$	\$	\$ 364,658	\$	\$ 300,159	\$ 27,823

NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		

SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title Accounting	Date Signed (month, day, year) 28 APR 2023

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The property owner IS in substantial compliance		
<input type="checkbox"/>	The property owner IS NOT in substantial compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 5 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



**COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51766 (R5 / 12-21)
Prescribed by the Department of Local Government Finance

Section 9, Item b.

20²³ PAY 20²⁴
FORM CF-1 / Real Property

PRIVACY NOTICE
The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 16, 2022, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION

Name of taxpayer Satellite Industries, Inc.	County Elkhart
Address of taxpayer (number and street, city, state, and ZIP code) 2530 Xenium Lane North, Plymouth, MN 55441	DLGF taxing district number 20-031
Name of contact person Lori Klukow	Telephone number (763) 551-7212

SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body Town of Bristol	Resolution number 8-16-18R	Estimated start date (month, day, year) 9/1/2018
Location of property 1686 Commerce Drive, Bristol, IN 46507		Actual start date (month, day, year) 9/1/2018
Description of real property improvements Double our current facility to a total of 200,000CF. Increase current trailer manufacturing and central distribution facilities capacity		Estimated completion date (month, day, year) 2/1/2019
		Actual completion date (month, day, year) 3/1/2019

SECTION 3 EMPLOYEES AND SALARIES

	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	85	312
Salaries	2,186,644	14,710,830
Number of employees retained	85	85
Salaries	2,186,644	4,007,758
Number of additional employees	60	227
Salaries	2,090,000	10,703,072

SECTION 4 COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	3,176,194	2,767,300
Plus: Values of proposed project	6,710,000	
Less: Values of any property being replaced		
Net values upon completion of project	9,886,194	2,767,300
ACTUAL	COST	ASSESSED VALUE
Values before project	3,176,194	3,059,100
Plus: Values of proposed project	6,853,258	4,093,100
Less: Values of any property being replaced		
Net values upon completion of project	10,029,452	7,152,200

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative 	Title Accounting	Date signed (month, day, year) 28 APR 2023
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OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

the property owner **IS** in substantial compliance

the property owner **IS NOT** in substantial compliance

other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member	Date signed (month, day, year)
--------------------------------	--------------------------------

Attested by:	Designating body
--------------	------------------

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
-----------------	--	------------------------------------	---------------------

HEARING RESULTS (to be completed after the hearing)

Approved
 Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member	Date signed (month, day, year)
--------------------------------	--------------------------------

Attested by:	Designating body
--------------	------------------

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

PAGE ONE OF 2 PAGES

Section 9, Item c.

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

PROJECT: Call 2022-2
Community Crossings Project

APPLICATION NO: ONE (1)
INVOICE NO: 9758
INVOICE DATE: May 11, 2023
PERIOD TO:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

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

CONTRACT FOR:

CONTRACT DATE: January 19, 2023

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)

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

1. ORIGINAL CONTRACT SUM	\$ 309,257.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 309,257.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)	\$ 9,124.00
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on S of V)	\$ 912.40
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)	\$ 912.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 8,211.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ 8,211.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 301,045.90

State of: Indiana

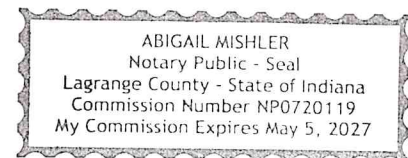
County of: Elkhart

Subscribed and sworn to before me this 11th day of May, 2023

Notary Public: Abigail Mishler

My Commission expires: May 5, 2027

Abigail Mishler



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED:

(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.

CONTINUATION SHEET

SIMILAR TO AIA DOCUMENT G 703

PAGE 2 OF 2 PAGES

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

APPLICATION NUMBER: ONE (1)
APPLICATION DATE: 5/11/2023
PERIOD TO:
ARCHITECT'S PROJECT NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
				THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
Chestnut Street										
1	Mobilization and Demobilization	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
2	Maintaining Traffic	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 200.00	\$ -
3	Construction Engineering	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 600.00	\$ -
4	Remove, Catch Basin	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 550.00	\$ -
5	Remove, Full Depth HMA Pavement	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,840.00	\$ -
6	Remove, Full Depth PCCP Approach	\$ 1,260.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,260.00	\$ -
7	Excavation, Common	\$ 4,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,375.00	\$ -
8	Compacted Aggregate, Base, 6 in.	\$ 4,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,320.00	\$ -
9	Compacted Aggregate for Approach, Base, 6 in.	\$ 1,225.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,225.00	\$ -
10	Milling, Asphalt, 2 in.	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,750.00	\$ -
11	HMA, 2, 64, Surface 9.5mm	\$ 11,517.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,517.50	\$ -
12	HMA, 2, 64, Base 25.0mm	\$ 6,270.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,270.00	\$ -
13	Joint Adhesive, Surface	\$ 487.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 487.50	\$ -
14	Liquid Asphalt Sealant	\$ 39.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 39.00	\$ -
15	Asphalt for Tack Coat	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 375.00	\$ -
16	PCCP for Approaches, 9 in.	\$ 8,260.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,260.00	\$ -
17	Mobilization and Demobilization for Seeding	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 300.00	\$ -
18	Mulched Seeding, Type 'U'	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,200.00	\$ -
19	Topsoil, Undistributed, 6 in.	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
20	Adjust Castings to Grade	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,700.00	\$ -
21	Perforated Dry Wall, 8 ft DIA.	\$ 9,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,400.00	\$ -
22	Pipe, Type 2, Circular, 24 in.	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00	\$ -
23	Sign, Ground Mounted, Reset	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,100.00	\$ -
24	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,000.00	\$ -
25	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 230.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 230.00	\$ -
	Total Chestnut Street	\$ 74,999.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 74,999.00	\$ -
Elkhart Street										
26	Mobilization and Demobilization	\$ 1,160.00	\$ -	\$ 580.00	\$ -	\$ -	\$ 580.00	50%	\$ 580.00	\$ 58.00
27	Maintaining Traffic	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 200.00	\$ -
28	Construction Engineering	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 900.00	\$ -
29	Remove, Concrete Curb Ramp	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00	100%	\$ -	\$ 90.00
30	Remove, Full Depth HMA Pavement	\$ 3,795.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,795.00	\$ -
31	Compacted Aggregate, Base, 6 in.	\$ 6,360.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,360.00	\$ -
32	Milling, Asphalt, 2 in.	\$ 6,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,375.00	\$ -
33	HMA, 2, 64, Surface 9.5mm	\$ 11,210.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,210.00	\$ -
34	HMA, 2, 64, Base 25.0mm	\$ 8,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,160.00	\$ -
35	Joint Adhesive, Surface	\$ 562.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 562.50	\$ -
36	Liquid Asphalt Sealant	\$ 37.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 37.50	\$ -
37	Asphalt for Tack Coat	\$ 425.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 425.00	\$ -
38	Concrete Curb Ramp, ADA	\$ 8,190.00	\$ -	\$ 7,644.00	\$ -	\$ -	\$ 7,644.00	93%	\$ 546.00	\$ 764.40
39	Sign, Ground Mounted, Reset	\$ 1,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,320.00	\$ -
40	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,200.00	\$ -
41	Transverse Marking, Thermoplastic, Stop Line, Whit	\$ 230.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 230.00	\$ -
	Total Elkhart Street	\$ 53,025.00	\$ -	\$ 9,124.00	\$ -	\$ -	\$ 9,124.00	17%	\$ 43,901.00	\$ 912.40
Division Street										
42	Mobilization and Demobilization	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,500.00	\$ -
43	Maintaining Traffic	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,000.00	\$ -
44	Construction Engineering	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,100.00	\$ -
45	Delineator, Remove	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 700.00	\$ -
46	Sign, Sheet, Remove	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 450.00	\$ -
47	Guardrail, Remove	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
48	Remove, Full Depth HMA Pavement	\$ 1,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,480.00	\$ -
49	Milling, Asphalt, 3 in.	\$ 18,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,750.00	\$ -
50	HMA, 2, 64, Surface 19.0mm	\$ 84,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 84,150.00	\$ -
51	HMA, 2, 64, Base 25.0mm	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,800.00	\$ -
52	Joint Adhesive, Surface	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,400.00	\$ -
53	Liquid Asphalt Sealant	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 160.00	\$ -
54	Asphalt for Tack Coat	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
55	Compacted Aggregate, No. 53	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
56	Guardrail End Treatment, Type SKT-SP-MSG, 50 ft.	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,500.00	\$ -
57	Adjust Casting to Grade	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00	\$ -
58	Sign, Sheet, with Legend, 0.100 in.,	\$ 2,868.75	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,868.75	\$ -
59	Sign Post, Square, Type '1', Unreinforced Anchor B	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00	\$ -
60	Line, Thermoplastic, Solid, Yellow, 4 in.	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,300.00	\$ -
61	Line, Thermoplastic, Solid, White, 4 in.	\$ 8,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,250.00	\$ -
62	Line, Thermoplastic, Solid, White, 8 in.	\$ 2,718.75	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,718.75	\$ -
63	Transverse Marking, Thermoplastic,	\$ 2,070.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,070.00	\$ -
64	Transverse Marking, Thermoplastic,	\$ 345.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 345.00	\$ -
65	Topsoil, Undistributed, 6 in.	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 150.00	\$ -
66	Mobilization & Demobilization for Seeding	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 1.00	\$ -
67	Mulched Seeding, Type 'U'	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40.00	\$ -
	Total Division Street	\$ 181,233.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 181,233.50	\$ -
	TOTAL	\$ 309,257.50	\$ -	\$ 9,124.00	\$ -	\$ -	\$ 9,124.00	3%	\$ 300,133.50	\$ 912.40

Town of Bristol
2022-2 Community Crossings Project

Section 9, Item c.

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

Partial Waiver of Lien

State of Indiana, ss:

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

Now **Therefore, Know Ye**, That the undersigned, contingent upon receipt of \$8,211.60 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 11th day of May 2023.

Signed : **Niblock Excavating, Inc.**

By: Chad Niblock, President

Personally appeared before me this 11th day of May 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

**TOWN OF BRISTOL, INDIANA
SALARY ORDINANCE NO. 12-15-2022
AMENDED SALARY ORDINANCE NO. 05-18-2023-11**

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 [JR]	Non-exempt Part-Time	\$18.54 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

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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 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	Nonexempt Part-Time	\$18.54 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
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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.

Public Works Department employees will work from 7:00 a.m. until 3:30 p.m. daily, with a 30-minute lunch break.

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. co

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 Clerk-Treasurer, Town Manager, and Deputy Clerk work from 8:00 a.m. until 4:00 p.m. with a 30-minute lunch break.

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

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SALARY ORDINANCE NO. 12-15-2022
AMENDED SALARY ORDINANCE NO. 05-18-2023- 11

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
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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.

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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.

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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 st after an employee's first anniversary	Five-days (40-hours)	Two and one-half days (20-hours)
On the second January 1 st through the fourth January 1 st	Ten-days (80-hours)	Five-days (40-hours)
On January 1 st of years five through nine	15-days (120-hours)	Seven and one-half days (60-hours)
On January 1 st 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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1st of each year. Employees will not receive PLT if they are on an unpaid leave, or on a disability leave.

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

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

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

Holidays

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

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

Paid holidays in 2023 include the following:

Holiday	Date
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

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

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

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

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

Bristol Police Department
April 2023

Traffic Enforcement:	Citations: 75
	Warnings: 80
Calls for Service:	491
Calls:	328
Vehicle Crashes:	Property Damage: 8
	Personal Injury: 1
	Fatal: 0
	Leaving Scene: 2
Criminal Enforcement:	Cases Taken: 53
	Cases closed by arrest: 11
	OWI: 1 Felony: 1
	Poss. Drugs and/or Paraphernalia: 8
Junk & Abandoned Vehicles:	Tagged: 1
	Fixed or Removed: 0
Impounded Vehicles:	10
Miles Driven:	11,640

Criminal Enforcement: April brought us several investigations, having investigated 53 cases and 11 of those cases were closed by immediate arrest. Two thefts, 2 possession of a controlled substance, 2 possession of methamphetamines, 5 possession of marijuana, 1 auto theft, 1 habitual traffic violator, 5 warrant arrests and 1 CHINS. We continue to investigate several cases from this and previous months. As always, we wish to remind everyone that there are still many scams or attempts. Always know who you are dealing with and never give out pertinent information over the phone.

Traffic Enforcement: In April officers investigated 11 vehicle crashes of these 2 resulted in leaving the scene. Officers issued 75 traffic citations, addressing speed, signal and sign violations. There were 12 of our citations that were for driving while license suspended or never receiving a license. They also issued 80 written warning tickets. As always, please drive defensively and never text and drive. Always wear safety restraints properly – **THEY DO SAVE LIVES.**

Public Relations

Please be aware that with the warmer temperatures that the children of our community will be outdoors more and potentially closer to the roadways. Please be alert for youth walking along our roadways and objects entering the roadway from play areas that may be next to neighborhoods and subdivisions. Take the extra few minutes to leave early to ensure your safety and the safety of all drivers. The extra time will allow you to extend the courtesy that we all would like to have given to us.

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

Together we can make a better community

Respectfully,
Michael W. Albin, Marshal

Elkhart County Public Safety Communications Center

Number Of Calls Report by Department

Section 11, Item b.

First Date: 04/01/2023

Jurisdiction: ECC

Last Date: 04/30/2023

	<i>Department</i>	<i>Number</i>
1	4	328

Total: 328

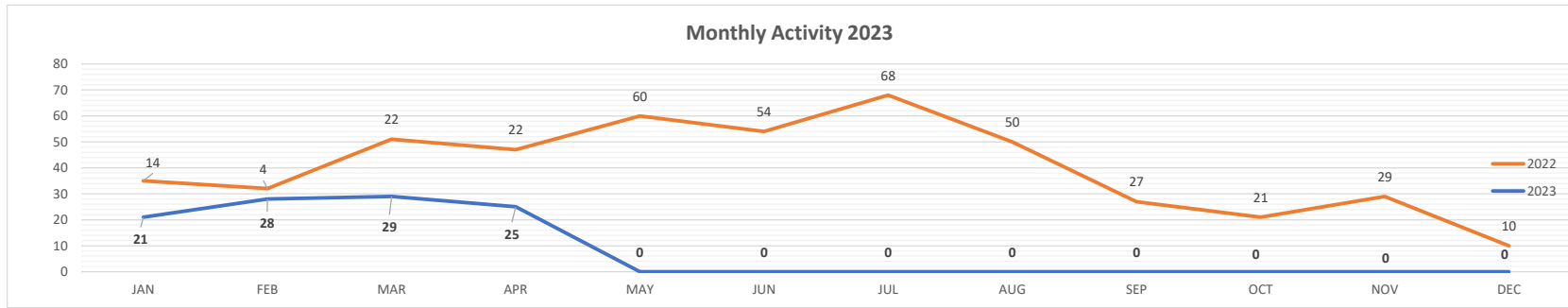
Code Enforcement Dashboard 2023

Section 11, Item c.

Measure	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Current 2023	2022	Warning Issued	Notice Issued	Parking Citation	Impound	Violation Corrected	Unfounded	Open
Abandoned & Junk Vehicles (Property)	6	2	0	0	0	0	0	0	0	0	0	0	8	51	8	0	0	0	6	1	1
Abandoned & Junk Vehicles (Street)	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
Animals	1	1	1	0	0	0	0	0	0	0	0	0	3	16	3	0	0	0	2	0	0
Bicycles & foot scooters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High Grass	0	0	0	1	0	0	0	0	0	0	0	0	1	101	1	0	0	0	0	0	1
Illegal Parking	10	1	20	12	0	0	0	0	0	0	0	0	43	121	43	0	0	0	42	0	1
Improper disposal of trash	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Litter & Dumping	0	18	1	0	0	0	0	0	0	0	0	0	19	4	19	0	0	0	17	2	0
Loud Noise or disturbing the peace	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Nuisance issues	1	1	2	5	0	0	0	0	0	0	0	0	9	20	9	0	0	0	7	0	2
Snowmobiles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snow and Ice from sidewalk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Signs and devices	0	1	0	2	0	0	0	0	0	0	0	0	3	3	3	0	0	0	1	0	2
Trash on property	0	1	1	0	0	0	0	0	0	0	0	0	2	19	2	0	0	0	1	0	1
Trees & Bushes	0	0	2	0	0	0	0	0	0	0	0	0	2	10	2	0	0	0	2	0	0
Weeds & Rank Vegetation	0	0	0	0	0	0	0	0	0	0	0	0	0	19	0	0	0	0	0	0	0
Vehicles for sale on grass	1	0	0	2	0	0	0	0	0	0	0	0	3	4	3	0	0	0	3	0	0
Other	2	3	2	2	0	0	0	0	0	0	0	0	9	10	9	0	0	0	8	1	0
TOTAL	21	28	29	25	0	0	0	0	0	0	0	0	103	381	103	0	0	0	89	4	9

Citizens' complaints	2	4	5	3	0	0	0	0	0	0	0	0	14
Code enforcement officer	19	24	24	22	0	0	0	0	0	0	0	0	89

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



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



BRISTOL FIRE DEPARTMENT

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



Section 12, Item a.

Nicholas J. A. Kantz Fire Chief

James A. Hanes Jr. Assistant Chief

May 2023 Operations Report:

We responded to 118 emergency calls in April.

Consisting of

2 Structure fires, 1 Vehicle Fire, 19 Misc. Assistance Calls, 10 Fire Alarms, 2 Trash Fires, 6 Natural Vegetation/Grass Fires, 1 Gas Leak, 76 Ambulance calls, 1 Water Rescue

437 Responses for April

From January 1, 2022 – April 30, 2022 we had 326 Emergency Calls

From January 1, 2023 – April 30, 2023 we had 502 Emergency Calls

Staffing:

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

Additional:

We received the new timer for the noon siren. It has been adjusted to run everyday at 12:00 for 30 seconds. We want to thank our citizens for having patience while we received the parts to get the siren fixed.

With the weather getting warmer we want to remind our community, if you are going to be burning, please make sure you are burning only organic materials. You CANNOT burn trash, dimensional lumber, plastic, etc....

Also make sure the weather is appropriate to be burning. If you have any questions, you can contact the fire department.

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



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

April 6, 2023

His Helping Hands Ministries, Inc.
520 S. Third St.
Goshen, IN 46507

Attn: Andrea Enyeart

RE: TOWN OF BRISTOL WATER SYSTEM PROJECT

Dear Ms. Enyeart:

Thank you for talking with me on behalf of the Town of Bristol. As you know, the Town of Bristol is interested in procuring an easement over a small portion of your land at 16851 State Road 120, Bristol, Indiana for the routing of a town watermain.

You will find enclosed, in addition to this cover letter, the following:

1. Exhibit "A", a sketch showing the proposed location of the water main.
2. URA Brochure entitled "When a Public Agency Acquires Your Property".
3. Exhibit "B" the District's adopted method of Just Compensation for Easement Acquisition.
4. Exhibit "C", a table summarizing how the land value was determined.
5. Exhibit "D" a Damages Claim.
6. The Easement Agreement for your review.

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 District. The District 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 attached brochure.

We understand that once you have reviewed this letter and the enclosed documents you may have questions. Please contact my Executive Assistant, Diana Campbell, at 574-232-4388 to arrange a meeting.

His Helping Hands Ministries, Inc.
April 6, 2023
Page 2 of 2

Section 14, Item a.

Thank you in advance for your cooperation.

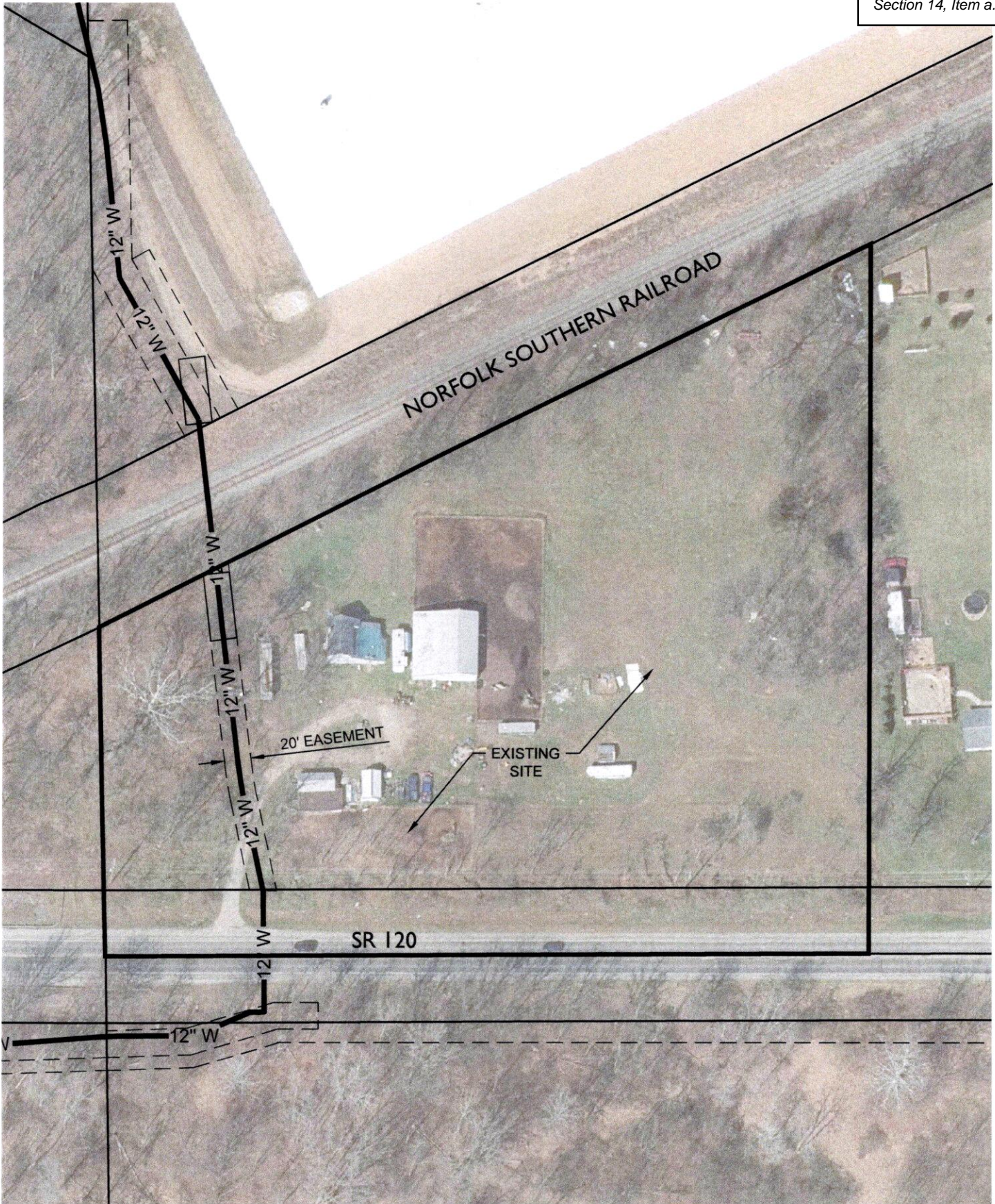
Sincerely,

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.

Kenneth K. Jones, PS
President

cc: District Trustees

H:\2023 Projects\2023-0005\Land Acquisition\2023-4-6 His Helping Hands Ministry Property Owner Letter.docx



BRISTOL WATER

FIGURE NO. I
ACQUISITION SKETCH - HELPING HANDS MINISTRIES INC
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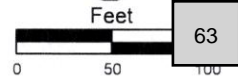


JONES
PETRIE
RAFINSKI

Elkhart, IN
p: 574.293.7762

South Bend, IN
p: 574.232.4388

Fort Wayne, IN
p: 260.422.2522



WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

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

Section 14, Item a.

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 3, 2023

For: 16851 State Road 120, Bristol

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: \$.14 SF**

This methodology assumes that proposed easements:

- Will be located primarily along property perimeters and not under buildings

Parcel ID/Tax : 20-03-24-351-001.000-030

Assessed Land Value: \$.14 /SF

Parcel area: 221,720 SF

Parcel address: 16851 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: \$.28 /SF

Submitted by:

A handwritten signature in cursive script that reads 'David J. Myers'.

David J. Myers
Principal Broker
Myers Trust Real Estate

Owner Name: His Helping Hands Ministries Inc.

Owner Address: 520 S Third ST.
Goshen, IN 46507

Exhibit C

TOWN OF BRISTOL WATER SYSTEM PROJECT

Method for Establishment of Just Compensation for 20-foot-wide water main easement

For the subject project, a Market Valuation was prepared using market data and the data from Steuben County Assessor's Office. The market value was then used by the Town Council to develop a per square foot value for the property for the purposes of determining a method of "Just Compensation" as allowed under FR 49 CFR Part 24 (The Uniform Relocation Policies Act). (See attached memo). Based on that valuation a per square foot value multiplier was established by use of the attached valuation. As we are seeking an easement only, the per square foot value was determined to be 75% of the fair market value. Fair market value has been determined to be \$.028/sft⁽¹⁾.

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

Property:
Parcel ID: 20-03-24-350-001.000-030
Owner: His Helping Hands Ministries
Property Address: 520 S. Third St., Goshen, IN 46526

Site area in square feet:	2880/SF	
Site value per square foot:	<u>\$0.21</u>	(75% FMV)
Total Value of Acquisition	\$604.00	

⁽¹⁾ Per adopted Just Compensation Resolution (attached)

Exhibit D

Damages Claim

**RE: HIS HELPING HANDS MINISTRIES
520 S. Third St.
Goshen, IN 46526**

Original Offer:

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

Site Area	2880 SFT	
Site Market Value/SF	<u>\$0.21</u>	.75 FMV
Site Market Value	\$604.00	

The Owner advises that they expect damages of \$9,396 ⁽¹⁾ relative to the location of the Town's water main and will incur no expenses.

JPR (Project Engineer) has reviewed the claim for damages and would advise the request seems reasonable; however, the District Trustee's may elect to consult with a valuation professional.

If the above claim is approved by the Trustees, then the total cost to cure is as follows:

Expenses	\$0.0	
Damages	<u>\$9,396.00</u>	
Total cost to cure ⁽²⁾	\$9,396.00	

If approved, total compensation would then be \$10,000.00 ⁽³⁾

- (1) Provide detail of the claim
- (2) Total cost to cure (satisfy) claim
- (3) Cost to cure plus any compensation for an easement over \$0.

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 His Helping Hands Ministry, Inc., an Indiana non-profit corporation ("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: His Helping Hands Ministries, Inc.
520 S. Third Street.
Goshen, IN 46526

- 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:

His Helping Hands Ministries Inc.

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:

[Executions Continued on Following Page]

GRANTEE:

TOWN OF BRISTOL, INDIANA

By: _____

Name: Michael Yoder

Title: Town Manager, 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 Michael Yoder, in his capacity as the Town Manager 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:

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.

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
05/28/2021 03:31 PM
AS PRESENTED

TAX ID NUMBER(S)
20-03-24-351-001.000-030

WARRANTY DEED

(JH)

Meridian Title Corp

THIS INDENTURE WITNESSETH THAT

Rock Solid Rentals, LLC, an Indiana limited liability company

CONVEY(S) AND WARRANT(S) TO

His Helping Hands Ministries, Inc., an Indiana non-profit corporation, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to wit:

SEE ATTACHED EXHIBIT "A"

Subject to Real Estate taxes now due and payable and thereafter.

Subject to covenants, restrictions and easements of record.

The undersigned person(s) executing this deed on behalf of the Limited Liability Company represent and certify that they are a current member/manager of said Limited Liability Company and have been fully empowered by a proper meeting and vote of the Limited Liability Company members to execute and deliver this deed.

IN WITNESS WHEREOF, the Grantor has executed this deed this 28th day of May, 2021.

Rock Solid Rentals, LLC, an Indiana limited liability company


By: Steven D. Dolby
Title: Member/President

MTC File No.: 21-20563 (UD)

DM

SD

DISCLOSURE FEE NOT REQUIRED
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

May 28 2021

PATRICIA A. PICKENS, AUDITOR
02951

10.00

State of Indiana, County of Elkhart ss:

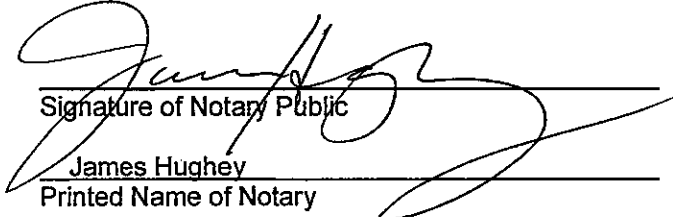
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Steven D. Dolby, Member/President of Rock Solid Rentals, LLC, an Indiana limited liability company** who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 28th day of May, 2021.

6/30/2024
My Commission Expires:

687379
Commission No.

Elkhart County, Indiana
Notary Public County and State of Residence



Signature of Notary Public
James Hughey

Printed Name of Notary

This instrument was prepared by:
Andrew R. Drake, Attorney-at-Law
11711 N. Pennsylvania St., Suite 110, Carmel, IN 46032

Property Address:
16851 SR 120, Bristol, IN 46507



JAMES HUGHEY
RES. OF ELKHART CO.
MY COMM. EXP. 6-30-24

Grantee's Address and Mail Tax Statements To:
520.S. Third St.
Goshen, IN 46526

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. Andrew R. Drake

EXHIBIT A

A part of the Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, described as follows:

Commencing at a Harrison Section corner monument at the Southwest corner of said Southwest Quarter (SW ¼) of Section Twenty-four (24), said point being the point of beginning of this description; thence South Eighty-eight (88) degrees Forty-nine (49) minutes Ten (10) seconds East along the South line of said Southwest Quarter (SW ¼) and the centerline of Indiana State Road 120, a distance of Eight hundred and sixty-seven hundredths (800.67) feet a P.K. nail; thence North Zero (00) degrees One (01) minute Thirteen (13) seconds East, a distance of Six hundred thirty-five and three hundredths (635.03) feet to a point on the South right-of-way of a railroad; thence South Sixty-five (65) degrees Three (03) minutes Eight (08) seconds West along said South railroad right-of-way line, a distance of Eight hundred eight-five and seventy-three hundredths (885.73) feet to a railroad tie corner post on the West line of said Southwest Quarter (SW ¼); thence South Zero (00) degrees Thirty-three (33) minutes One (01) second East along said West line, a distance of Two hundred forty-four and ninety-five hundredths (244.95) feet to the point of beginning.

Excepting:

A part of the Southwest Quarter of Section 24, Township 38 North, Range 6 East, Second Principal Meridian, Washington Township, Elkhart County, Indiana, and being a part of Deed Record #99-021852, and more particularly described as follows: Commencing at the Southwest Quarter of said Section; thence South 88°49'10" East along the South line of said Southwest Quarter and the centerline of State Road 120, a distance of 800.67 feet to a PK nail marking the point of beginning; thence North 88°49'10" West, along the South line of said Southwest Quarter and said centerline, 226.29 feet to a point; thence North 00°01'13" East, 525.10 feet to the South right of way line of a railroad; thence North 65°03'08" East, along said Railroad right of way, 249.56 feet to a point which lies North 00°01'13" East from the point of beginning; thence South 00°01'13" West, 635.03 feet to the point of beginning.

EXHIBIT "B"

Project: Town of Bristol
Parcel: Water main Easement
Key No: Part of 20-03-24-351-001.000-030

Sheet 1 of 1

A 20-foot wide strip of land located within that tract of land conveyed to His Helping hands Ministries, Inc., by instrument recorded in 2021-14179, Elkhart county Recorder, located in the Southwest Quarter of Section 24, Township 38 North, Range 6 East, Washington Township, Elkhart county, Indiana, the centerline of said 20-foot wide strip being more particularly described as follows: Commencing at the southwest corner of the Southwest Quarter of said Section and further being the southwest corner of the grantors' land; thence South 89 degrees 53 minutes 42 seconds East, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 78.76 feet along the south line of said Southwest Quarter and the south line of the grantors' land to the point of beginning of said centerline; thence North 0 degrees 41 minutes 23 seconds West 37.42 feet; thence northerly 134.76 feet along a non-tangent arc to the left having a radius of 260.00 feet and subtended by a long chord having a bearing of North 08 degrees 10 minutes 06 seconds East and a length of 133.25 feet; thence North 06 degrees 40 minutes 47 seconds West 120.52 feet to the south line of the grantor's land and further being the south boundary of the Norfolk Southern Railway line and being the point of terminus of said centerline. Said point of terminus lying North 16 degrees 4 minutes 17 seconds East 300 63 feet from the point of commencement. Containing 0.13 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 southerly line of the said railroad property and further being the north line 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: #2021-14179

Prepared for: Town of Bristol
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: April 18, 2023
Job Number: 2023-0005

H:\2023 Projects\2023-0005\Land Acquisition\Easements\120\16 - His Helping Hands Ministry\2023-04-18 His Helping Hands Centerline Legal Desc.doc