



TOWN COUNCIL WORK SESSION

Tuesday, March 17, 2026 at 7:00 PM

Bristol Town Hall Council Chamber

AGENDA

This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**

REPORTS

Annual update from THE HUB - Chet

5. TOWN MANAGER

- a. Interest in old streetlights
- [b.](#) Salary Ordinance retirement language - Jill /Steve
- [c.](#) Reith Riley sidewalk replacement per unit costs
- [d.](#) 2026 EECGB - Town of Bristol Commitment Letter / Jill
- [e.](#) Project update

6. CLERK-TREASURER

7. TOWN ATTORNEY

- [a.](#) Bristol Farmers Market license agreement
- [b.](#) Special Warranty Deed - Maple Street Properties > Deed recorded as of March 12, 2026
- [c.](#) Agreed dismissal of lawsuit
- [d.](#) Approval of the Raber Management Agreement

8. QUESTIONS ABOUT UPCOMING COUNCIL MEETING AGENDA ITEMS

9. OTHER COMMENTS OR QUESTIONS

10. MOTION TO ADJOURN

Sworn in

Police Department Retirement Plan

Employer Contributions

The Town provides retirement savings benefits for Full Time and Part Time Sworn Officers through a Nationwide 457(b) retirement plan.

Full-Time Employees:

1. Employer Matching Contribution (Available Immediately Upon Hire)

- The Town will match employee contributions dollar-for-dollar up to \$1,500 annually
 - **Employee must contribute \$1,500 to receive the full \$1,500 Town match**
- Available from date of hire
- Matching is based on actual employee contributions (e.g., if employee contributes \$1,000, Town matches \$1,000)

2. Additional Town Contribution (Available After One Year)

- The Town will contribute an additional \$3,000 annually
- Begins after the employee's first anniversary
- Requires the employee to have a Nationwide 457(b) retirement account open.

Total Potential Annual Town Contribution (Full-Time): Up to \$4,500 (\$1,500 match + \$3,000 additional contribution)

Part-Time Employees: *Or do we want to remove the part-time employee benefit?*

Part-time employees are eligible for half of the full-time retirement benefits:

1. Employer Matching Contribution (Available Immediately Upon Hire)

- The Town will match employee contributions dollar-for-dollar up to \$750 annually
- **Employee must contribute \$750 to receive the full \$750 Town match**
- Available from date of hire
- Matching is based on actual employee contributions (e.g., if employee contributes \$500, Town matches \$500)

2. Additional Town Contribution (Available After One Year)

- The Town will contribute an additional \$1,500 annually
- Begins after the employee's one-year anniversary
- Requires the employee to have a Nationwide 457(b) retirement account open.

Total Potential Annual Town Contribution (Part-Time): Up to \$2,250 (\$750 match + \$1,500 additional contribution)

Participation Requirements:

To receive Town contributions, employees must:

1. Open a Nationwide 457(b) retirement account.
2. Make regular contributions to their account to receive the match.
3. Notify the Clerk's Office in writing once the account has been opened, providing the necessary account information to enable Town deposits through their payroll deductions.

Payment Schedule:

Both employee and Town contributions will be divided and deposited on a bi-weekly basis over 26-27 pay periods throughout the year.

Important Notes:

- All Town contributions are contingent upon active employee participation each year.
- Employees must maintain contributions to continue receiving the Town's match.
- The additional Town contribution begins on the employee's one-year anniversary date. Where the match can begin on the first day of employment.

Notes and Conditions:

Pricing excludes the use of an INDOT approved HMA Type B bituminous mix.

Pricing includes 4" concrete sidewalk.

Pricing is based on completing this work while constructing INDOT R-42585.

Pricing excludes alternate pedestrian detour route and/or temporary sidewalk.

Permits, Dues, Bonds, Testing, Insurance, and Inspection.

Pricing excludes utility work, fencing, bollards, parking wheel stops, etc.

Public approach and Private drive maintenance by others.

Rieth-Riley cannot guarantee against ponding water if the pavement slope is less than 1%.

No Retainage shall be withheld.

This quote is to be incorporated into our subcontract agreement.

Taxes are excluded.

Quote is Valid for 14 days from date listed above

SALES TAX INCLUDED: No

RIETH-RILEY CONSTRUCTION CO., INC.

THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS ENCLOSED WITH THIS PROPOSAL.

By: _____

Derek Sauer, Estimator/PM

ACCEPTANCE OF PROPOSAL

I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

Customer

By: _____

(Authorized Signature)

(Date Signed)

(Printed Name & Title)

STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. **This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.**
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: **This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**



Town of Bristol

303 E. VISTULA ST | PO BOX 122 | BRISTOL, INDIANA 46507 | 574-848-7007

March 17, 2026

Mr. Jon Ford
Executive Director
Indiana Office of Energy Development
One North Capitol
Suite 900
Indianapolis, IN 46204

RE: Energy Efficiency and Conservation Block Grant Program
Town of Bristol Commitment Letter

Dear Mr. Ford,

On behalf of the Town of Bristol, I am pleased to offer this letter of commitment to the Indiana Office of Energy Development's Energy Efficiency and Conservation Block Grant Program. This cost-effective energy efficiency project will support the IOED's five pillars of electricity policy in Indiana.

The Town of Bristol acknowledges by submission of this funding request that it possesses, or will possess, the local (non-federal) funding needed to pay project-related expenses. Our commitment of participation is contingent upon the allocation of the sufficient Indiana Office of Energy Development funds and the completion of contractual arrangements that will govern the transfer of funds between all parties concerned.

We appreciate the opportunity to support this very electrification project and are pleased to be able to contribute to improvements in the implementation of highly leveraged, unique, and visible community conservation efforts.

Sincerely,

Jeff Beachy
Town Council President
Town of Bristol
jeffbeachy@bristol.in.gov
574-848-7007

Water main tap – Elkhart Street



The image shows the interior of a room, likely a well house or chemical building. On the left is a grey door with a window and a handle. In the center is a tall, narrow yellow cabinet. To the right is a control panel with a 'GE' logo. The walls are made of grey brick. The floor is concrete. The text is overlaid on the bottom half of the image.

The Chemical Building and Well House are now sealed up and are currently waiting on interior paint and finish work. Bender Electric has installed the electrical panels and placed the control panel inside the Chemical Building.



LICENSE AGREEMENT

(Bristol Farmers Market)

This License Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2026 (the “Effective Date”), by and between Bristol Community Church, Inc., an Indiana nonprofit corporation (“Owner”), and the Town of Bristol, Indiana (the “Town”).

RECITALS

WHEREAS, Owner is the owner of a parking lot located at 301 S. Division Street, Bristol, Indiana, located in the areas shown on Exhibit A attached hereto (the “Premises”); and

WHEREAS, the Town wishes to use the Premises on certain dates as reflected on Exhibit B attached hereto and incorporated herein to host and sponsor a community event commonly referred to as the “Bristol Farmers Market” (the “Market”) for the purpose of hosting local vendors of home grown produce, crafts, collectibles, and services, and related activities; and

WHEREAS, Owner wishes to contribute to the enhancement of such a community event by making the Premises available with respect to the Market.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and each act done pursuant thereto, the parties hereby agree as follows:

1. **Scope of License; Exclusive Use.** Owner hereby grants to the Town an exclusive, revocable license to use the Premises during the hours and dates as set forth on Exhibit B (the activities during the hours of operation referred to as the “Event”) for the operation of the Market and all activities reasonably related thereto, including but not limited to vendor booths, food trucks, nonprofit and sponsor displays, entertainment, music, demonstrations, volunteer coordination, signage, and Town-approved programming. During Event hours, Owner shall not permit any other use of the Premises that would interfere with the Market or the Town’s use thereof.

2. **Market Operations.**

(a) The Town shall operate the Market in accordance with Exhibit B. The Town shall return the Premises to substantially the same condition as existed immediately prior to each Event, reasonable wear and tear excepted, and shall not be responsible for pre-existing conditions, latent defects, or conditions not caused by the Market or Town activities. Owner shall provide the Town with prompt written notice of any claimed damage attributable to an Event and allow the Town a reasonable opportunity to inspect and address such damage before undertaking repairs, except in emergencies.

(b) The dates and times set forth on Exhibit B reflect the Town’s anticipated schedule; however, the Town reserves the right to reasonably adjust Event dates or times with prior notice to Owner to accommodate weather, vendor availability, or operational

needs. No liability shall arise against the Town as a result of such cancellation or rescheduling.

(c) The Town shall have sole authority to establish and enforce rules governing Market operations and may remove or exclude any vendor, participant, or attendee whose conduct the Town reasonably determines to be unsafe, unlawful, or inconsistent with Market policies. The Town shall have discretion over crowd management, traffic flow, and sound levels during Events.

(d) Owner shall have no approval rights over Market vendors, programming, entertainment, or sponsors, provided such activities are lawful, consistent with this Agreement, and not inconsistent with Owner's faith or religious traditions or teachings.

3. **Term.** The term of this Agreement shall be from the Effective Date to December 31, 2026, subject to Town's ability to obtain an appropriation for funds to conduct the Market (the "Term"). The Term may be extended for one (1) year ("Term Extension") at the end of the initial Term and, at the end of each Term Extension, if agreed upon by the Parties in writing.

4. **Revocation.** Notwithstanding that this license is revocable, Owner may revoke this Agreement prior to the expiration of the Term only upon the Town's material breach of this Agreement, provided that Owner gives the Town not less than thirty (30) days' prior written notice of such breach and the Town fails to cure the breach within such notice period.

5. **Insurance.** The Town shall name Owner as an additional insured on its liability insurance and general casualty policies applicable to the Market and shall provide proof of such insurance to Owner prior to the commencement of this Agreement.

6. **Indemnification.** To the extent permitted by Indiana law, the Town shall indemnify, defend, and hold harmless Owner from and against claims arising out of the Town's operation of the Market on the Premises, except to the extent such claim arises from the negligence or willful misconduct of Owner. Owner shall indemnify, defend, and hold harmless the Town from and against claims arising out of Owner's ownership, maintenance, or condition of the Premises, except to the extent caused by the negligence or willful misconduct of the Town. Owner shall not be liable for the acts or omissions of vendors, attendees, or participants in the Market, except to the extent arising from Owner's own negligence or willful misconduct. The provisions of this Section shall survive termination or expiration of this Agreement.

7. **Compliance with Laws.** Owner represents that the Premises comply with applicable zoning, building, and safety codes for their intended use. The Town shall be responsible solely for compliance related to temporary Market structures, vendor operations, and event activities. Nothing herein shall require the Town to make permanent improvements to the Premises.

8. **Miscellaneous.**

(a) **Governing Law; Assignment.** This Agreement shall be governed by Indiana law. This Agreement may be administered or operated by the Town, its departments, boards, commissions, or a nonprofit or third-party market manager

designated by the Town, without such designation constituting an assignment requiring Owner’s consent.

(b) **Authority.** The person(s) executing this Agreement on behalf of the parties hereto represent and warrant that such person(s) are duly authorized and have all necessary legal authority to do so.

(c) **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

(d) **Notices.** Notices required under this Agreement shall be in writing and may be delivered by personal delivery, U.S. mail, or electronic mail to the addresses set forth herein or to such other address as a party may designate by notice.

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

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

(g) **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the Town under Indiana law.

(h) **Owner Acknowledgement.** Owner acknowledges that it has had the opportunity to review this Agreement, ask questions, and seek independent legal advice, and that it understands the terms of this Agreement.

(i) **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

* * * *

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first above-mentioned date.

For Owner:

For the Town:

By: _____

By: _____

Jeff Beachy, Town Council President

Name: _____

Its: _____

Date: _____

Date: _____

Notice to Owner:

Notice to the Town:

201 S. Division St.
Bristol, IN 46507
Attn:

303 E. Vistula St.
Bristol, IN 46507
Attn: Town Manager

KD_19562173_1.doc

EXHIBIT A

Depiction of Premises



EXHIBIT B
Market Dates and Times

For 2026:

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
03/12/2026 08:27 AM
AS PRESENTED

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that as of the 5th day of March, 2026, the BRISTOL REDEVELOPMENT COMMISSION, a municipal redevelopment commission created and empowered under Indiana Code 36-7-14 et seq. ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to the TOWN OF BRISTOL, INDIANA ("Grantee"), for no consideration, that certain real estate in Elkhart County, in the State of Indiana being more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (together with all improvements, fixtures, rights, privileges, appurtenances and hereditaments thereon or in any way appertaining thereto, the "Real Estate").

This conveyance is subject to any and all easements, agreements and restrictions of record, and taxes which are a lien on the Real Estate but not yet due and payable.

Grantor hereby, for itself and its successors and assigns, covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Real Estate herein conveyed; that it has good right to sell and convey the same in the manner set forth herein; and that Grantor, and its successors and assigns, shall warrant and defend the same unto Grantee forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he is a duly authorized agent of the Grantor, and is fully empowered, by proper appointment, to execute and deliver this deed for and on behalf of Grantor; and that all necessary action for the creation and execution of this conveyance has been taken and done.

[signature appears on following page]

KK
20-03-27-403-001/002/003.000-031

no sdf needed - agb
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
Mar 12 2026
TIARA JACKSON, AUDITOR
00945
30.00

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and effective as of the date first above written.

GRANTOR:

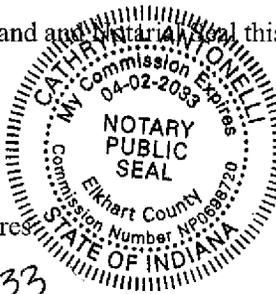
BRISTOL REDEVELOPMENT COMMISSION,
a municipal development commission

By: *Doug DeSmith*
Doug DeSmith, President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Doug DeSmith, the President of the Bristol Redevelopment Commission, a municipal redevelopment commission, who executed the foregoing Special Warranty Deed for and on behalf of said redevelopment commission.

Witness my hand and Notary Seal this 5th day of March 2026.



Cathryn L. Antonelli
Notary Public

My Commission Expires
April 2, 2033

My County of Residence is:
Elkhart

This instrument prepared by Alex C. Bowman, Esq., Krieg DeVault LLP, 4101 Edison Lakes Parkway, Suite 100, Mishawaka, Indiana 46545.

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

After recording, return Deed to Grantee's Tax Mailing Address:

Town of Bristol, Indiana
303 E. Vistula Street
Bristol, IN 46507

EXHIBIT A

Legal Description

Parcel 1:

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said Quarter Section to have a bearing due North and South and beginning at a point on said West line that is Seven Hundred Forty-seven and Ninety-seven Hundredths (747.97) feet due South of the Northwest corner of said Quarter Section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet; thence South 00 degrees 02 minutes West, Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Forty-nine (355.49) feet to the West line of said Quarter Section; thence due North along said West line of said Quarter Section Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet to the place of beginning.

Parcel 2:

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a boat spike marking the Northwest corner of the Southeast Quarter of said Section; thence on an assumed bearing of due South along the West line of the Southeast Quarter of said Section, a distance of 529.68 feet to a PK nail marking the intersection of said West line with the Southerly right-of-way line of the Old Lake Shore and Michigan Southern Railway Company (now Conrail) right-of-way and the point of beginning of this description; thence North 70 degrees 50 minutes 00 seconds East along the Southerly right-of-way line of said railroad, a distance of 376.60 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 149.57 feet to the Northeast corner of a parcel of land conveyed to Robert E. Miller Jr. and Connie L. Miller as described and recorded in the Office of the Recorder of Elkhart County, in Deed Record 379, page 720; thence South 88 degrees 36 minutes 00 seconds West along the North line of said Miller parcel, a distance of 355.74 feet to the West line of the Southeast Quarter of said Section Twenty-seven (27); thence on a bearing of due North along the West line of the Southeast Quarter of said Section Twenty-seven (27), a distance of 34.62 feet to the point of beginning of this description.

[continued on next page]

Parcel 3:

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said quarter section to have a bearing due North and South and beginning at a point on said West line that is Five Hundred Sixty-four and Three Tenths (564.3) feet due South of the Northwest corner of said quarter section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Seventy-four Hundredths (355.74) feet; thence South 00 degrees 02 minutes West, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet to the West line of said quarter section; thence due North along said West line of said quarter section, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet to the place of beginning.

Commonly known as 704 and 708 Maple Street, Bristol, IN 46507

Parcel ID Nos. 20-03-27-403-001.0000-031
20-03-27-403-003.0000-031
20-03-27-403-002.0000-031

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

IN THE ELKHART SUPERIOR COURT
CAUSE NO. 20D02-2511-PL-000207

GERALD J. LAMBRIGHT)
and ELLEN M. LAMBRIGHT)
)
Plaintiffs,)

v.)

TOWN OF BRISTOL, JOHN/JANE DOE,)
as unknown occupants and their spouses,)
heirs and devisees, etc., and “the WORLD,”)
)
Defendants.)

AGREED ORDER TO QUIET TITLE

Plaintiffs, Gerald J. Lambright and Ellen M. Lambright (the “Lambrights”) and Defendant the Town of Bristol, Indiana (the “Town”), hereby move the Court to enter this Agreed Order to Quiet Title (“Order”). The Court has reviewed the motion, and being duly advised and having good cause, finds as follows:

1. This Court has jurisdiction over the subject matter of this action and has jurisdiction over the parties and real property described herein.
2. The Lambrights and the Town have appeared by counsel.
3. The Lambrights filed their Complaint to Quiet Title to Real Estate on November 13, 2025 (the “Complaint”), seeking to quiet title to the real estate commonly known as 103 Apollo Street, Town of Bristol, Elkhart County, Indiana and legally described as follows (the “Real Estate”):

Lots Numbered Forty-one (41), Forty-two (42) and part of Lot Numbered Seven (7) as the said Lots are known and designated on the recorded Original Plat of the Village of Bristol; said Plat being recorded in Plat Book 2, page 40, in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows, to wit: Commencing at the Northeast corner of the Lot Numbered 8 in the

Original Plat of Bristol; thence West, 66 feet; thence South, 33 feet; thence West, 66 feet to Lot Numbered 6; thence North to the St. Joseph River; thence Easterly along said river to Apollo Steet; thence South along said street to the place of beginning, EXCEPTING the West 10 feet of said Lot Numbered 7.

4. The title dispute detailed in the Complaint arises from a Quitclaim Deed dated October 10, 1996, and filed as Instrument number 96-25670 in the Elkhart County Recorder's Office and certain Quitclaim Deeds from the 1900s, which granted to the Town an approximately ten-foot strip along the southern bank of the St. Joseph River that overlapped the Real Estate (the "Town Deed").

5. The parties have agreed that title to the Real Estate should be quieted in and to the Lambrights and the Town should have no interest in the Real Estate.

6. The Lambrights have complied with the provisions of Ind. Code 32-30-3-2, et seq. and have published notice to all known individuals through or under whom an adverse claim to the Real Estate may be asserted, and no such individuals have appeared in this action and the time for such individuals to timely do so has passed.

7. Except as otherwise set forth above, the parties stipulate to the dismissal of all other claims in this cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

A. Fee simple title to the Real Estate is QUIETED in favor of Gerald J. Lambright and Ellen M. Lambright, husband and wife, and all adverse interests, including but not limited to those arising from the Town Deed, are extinguished.

B. The Town of Bristol, Indiana, and all claiming an interest in the Real Estate through it, no longer holds any interest in the Real Estate.

C. The Clerk of this Court is directed to certify this Order and record the certified copy in the Quiet Title Record of the Elkhart County Recorder pursuant to Ind. Code § 32-30-3-17.

- D. All other claims in this cause are hereby dismissed with prejudice.
- E. Hearing of April 1, 2026 is now vacated.

Date: March 12, 2026



Judge, Elkhart Superior Court



Distribution:
Clerk of Court
RJO
Counsel of Record

PROFESSIONAL SERVICES AGREEMENT

Raber Golf Course

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into and effective as of the Effective Date (as defined herein) between the Town of Bristol, Indiana (hereinafter the “Town”) and Albatross Group, LLC, an Indiana limited liability company (hereinafter referred to as “Operator”) (the Town and Operator are each a “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, the Town is the owner of certain real estate located with the Town of Bristol, Elkhart County, Indiana and located at 1417 W. Vistula Street, Bristol, Indiana, the legal description of which is attached hereto as Exhibit A and depiction of which is attached hereto as Exhibit B, which real estate is commonly known as “Raber Golf Course” and presently utilized as an eighteen-hole municipal golf course (the “Golf Course”); and

WHEREAS, Operator was previously awarded a bid (the “Bid”) by the Bristol Redevelopment Commission (“RDC”) to acquire fee simple title to the Golf Course (the “Transaction”) and desires to manage, operate, and provide professional golf services to the Golf Course for the Town for the period from the Effective Date through the closing of the sale of the Golf Course to Operator; and

WHEREAS, the prior Professional Service Agreement with Raber Golf Management Corp. expired on or about December 31, 2025, and the Town is in need of a professional operator of the Golf Course until fee simple title to the Golf Course can be conveyed to Operator; and

WHEREAS, the Town Council for the Town believes it is in the best interest of the Town to contract with Operator to perform said services for the Town to ensure the Golf Course remains vibrant and functional in the period through the closing of the Transaction.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties do mutually covenant and agree as follows:

1. **Term of Agreement.** The term of this Agreement (the “Term”) shall commence on the Effective Date and terminate on December 31, 2026, or the date of the closing of the Transaction, whichever is sooner (the “Termination Date”). This Agreement may only be continued beyond the Termination Date by mutual written agreement of the Parties.
2. **Duties of Operator.** The Town hereby agrees to employ and contract for the services of Operator as a golf professional and golf course manager to operate and maintain the Golf Course, at Operator’s sole cost, risk, and expense, in a reasonable manner that promotes the public good, preserves the safety, reputation, and public accessibility of the Golf Course, and maintains the Golf Course and its facilities in a condition no worse than their condition as of Effective Date.

3. **Operator Representations.** Operator acknowledges that the Golf Course is a municipal asset operated for public recreational purposes and agrees to operate the Golf Course in a manner consistent with that public purpose. Operator further represents and warrants to the Town that it has the experience, skill, training, and professional competence necessary to operate and manage a public golf course in a safe, lawful, and commercially reasonable manner, and that all services shall be performed consistent with generally accepted industry standards for municipal golf course operations.

4. **Revocable License.** Operator is hereby granted a revocable, non-exclusive license to occupy and use the Golf Course solely for the purpose of operating and maintaining the Golf Course on behalf of the Town. Nothing in this Agreement shall be deemed to convey any leasehold, tenancy, or ownership interest. The Parties expressly acknowledge and agree that this Agreement is a professional services and management agreement only and does not constitute, and shall not be construed as, a lease, concession, or rental of real property.

5. **Remuneration to Operator.** As compensation for the services provided herein by Operator, Operator shall be entitled to collect and receive all proceeds from use and operation of the Golf Course, cart rental, membership dues (if any), and pro shop sales, save and except for the sums provided for herein to be paid to the Town.

6. **Documents and Reporting.** All records relating to the operation of the Golf Course will be maintained by Operator in accordance with generally accepted accounting practices and any state of Indiana requirement and shall remain the property of the Town of Bristol until the closing of the Transaction. Records will be made available with reasonable notice upon request in accordance with Indiana law.

7. **Operation of Nine-Hole Course.** It is understood and agreed by the Parties that the Town does not own the private nine-hole golf course presently owned by Jeff Carmien located adjacent to the Golf Course (the “Nine Hole Course”).

8. **Independent Contractor; Employment Matters.** Operator is an independent contractor and not an agent, partner, or joint venturer of the Town, and shall have no authority to bind the Town. All persons employed or engaged by Operator in connection with the operation of the Golf Course shall be employees or contractors of Operator and not of the Town. Operator shall be solely responsible for all wages, benefits, payroll taxes, workers’ compensation obligations, and employment-related liabilities arising from such personnel.

9. **Taxes.** This Agreement may create a possessory interest in Operator such that the property (real and/or personal) used in operating the Golf Course will be subject to real and/or personal property taxation. Should this occur, Operator agrees to be fully responsible for and to pay in full all such real and personal property taxes and assessments prior to delinquency. Operator will have the right to contest the validity or amount of property taxes by means of appropriate proceedings diligently pursued at Operator’s sole expense. Operator agrees that, upon any final determination of liability, it will promptly pay the amount of taxes found due and owing, along with any interest, penalties or cost that may result from Operator’s contest. The Town will cooperate with Operator in any such contest of the validity or amount of property taxes, provided that the Town is not required to incur any cost or expense as a result of such cooperation and

Operator agrees to indemnify the Town for any cost or expenses incurred by the Town in such a contest. Operator will pay all other taxes (including but not limited to all sales or income tax), license fees or other governmental charges assessed or imposed on the personal property and/or income of Operator located on the premises or upon the business operations of Operator conducted on the premises.

10. **Utilities.** Operator will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, telephone, and water used on the premises. If such utilities are in the name of and billed to the Town, the Town shall invoice Operator for such charges and Operator shall pay such amounts to the Town. Any utility service for any water well operated by the Town shall be billed to and paid for by the Town.

11. **Maintenance and Repair.** Operator acknowledges the premises and any personal property used therein is in its current “as is” condition with no warranties of any kind. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and all personal property utilized under this Agreement and will maintain the premises in good order and in sanitary and safe condition at Operator’s sole expense.

12. **Termination.** This Agreement may be terminated by the Town by ninety (90) days’ written notice, on the seventh day following notice to Operator of an uncured breach of this Agreement, or upon mutual agreement of the Parties. Operator may terminate this Agreement upon a material breach by the Town not cured within thirty (30) days after written notice to the Town and an opportunity to cure. If the Agreement is terminated, Operator shall be paid for the extent of services performed prior to termination, as evidenced by Operator’s accounting records. A default by Operator shall be a failure to perform the duties of Operator under this Agreement, or if Operator declares bankruptcy. Upon termination other than upon the closing of the Transaction, Operator shall cooperate in good faith to ensure an orderly transition of operation.

13. **Insurance.** Operator agrees to furnish satisfactory proof to the Town of Operator’s purchase and continuing coverage of: (a) comprehensive general public liability insurance policy insuring Operator and the Town against all damage due to Operator’s use or misuse of the Golf Course and any personal property or equipment on the Golf Course, whether arising out of any act or omission of Operator, Operator’s employees, agents, or invitees, with limits of such public liability insurance shall be Five Million (\$5,000,000.00) Dollars for bodily injury and Five Hundred Thousand (\$500,000.00) Dollars for property damage; and (b) statutory obligations of Operator under the current provisions of the Indiana Worker’s Compensation Act and the Indiana Worker’s Occupational Disease Act. Operator shall furnish a certificate evidencing coverage with the Town and the RDC named as additional insureds and with such insurance company as meets with the approval of the Town and the same shall be delivered on or before the beginning of the term of this Agreement. The policies of insurance referenced to in this Agreement shall not be subject to cancellation or change in coverage except upon at least ten (10) days written notice to the Town. All insurance maintained by Operator shall be primary and non-contributory to any insurance maintained by the Town, and Operator shall be solely responsible for all deductibles and self-insured retentions. To the extent permitted by law, Operator waives, and shall cause its insurers to waive, any right of subrogation against the Town with respect to claims covered by the insurance required under this Agreement.

14. **Indemnification.** Operator shall be responsible for all damage to life and property due to the negligence of Operator, Operator’s agents or employees in connection with Operator’s services and shall be responsible for all parts of Operator’s work until the services under this Agreement are fully performed and the term of this Agreement has terminated. It is expressly understood that Operator shall indemnify and save harmless the Town and the RDC from claims, suits, actions, damages and costs of every nature and description arising out of or resulting from any negligence of Operator, its agents, employees or invitees under this Agreement, including reasonable attorneys’ fees. The obligations of this section shall survive the termination of this Agreement.

15. **Closing of Transaction.** Upon closing of the Transaction, this Agreement shall automatically terminate without penalty, and Operator shall seamlessly continue operations under such new ownership or operating documents as are executed in connection with the Transaction. The Parties shall have no further obligations under this Agreement except for those that survive such termination

16. **Assignment.** Except as otherwise provided herein, Operator shall not assign this Agreement without the prior written consent of the Bristol Town Council. In the event that any such assignment or subletting is approved by the Town, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Agreement required of Operator.

17. **Miscellaneous.**

(a) **Applicable Law.** This Agreement shall be governed by the laws of the State of Indiana and by the ordinances of the Town of Bristol.

(b) **Effective Date.** This Agreement shall become effective from the last date of execution by Operator and the Town.

(c) **Authority.** The individuals and entities executing this Agreement represent and warrant that they have full power and authority to enter into this Agreement.

(d) **Extent of Agreement.** This Agreement represents the entire integrated Agreement between the Town and Operator relating to the operation and management of the Golf Course prior to the closing of the Transaction, and supersedes all prior negotiations, representations, agreements and/or contracts, either written or oral. This Agreement shall be amended only by written instrument signed by the Parties.

(e) **Binding Effect.** The provisions of this Agreement and the acknowledgments contained herein shall be binding upon and inure to the benefit of the Parties, their agents, employees, officers, directors, parents, subsidiaries and affiliates, franchisees, successors and assigns.

(f) **Severability.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(g) **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right, power, or remedy by the Town shall operate as a waiver of such right, power, or remedy.

(h) **Recitals.** The above-stated recitals are incorporated into this Agreement.

(i) **Notices.** All communications under this Agreement shall be in writing and deemed to be duly given at the time personally delivered or by email, or by nationally recognized overnight courier or sent by certified mail, postage pre-paid, as follows:

If to Town: Town of Bristol, Indiana
 Attn: Town Manager
 303 E. Vistula St.
 Bristol, IN 46507
 mikeyoder@bristol.in.gov

If to Operator: Albatross Group LLC
 Attn: Erik Johnson
 3610 Bent Oak Trail
 Elkhart, IN 46517

(j) **Headings.** Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

(k) **Public Record.** Operator acknowledges that this Agreement and records submitted pursuant to it are subject to Indiana Access to Public Records Act.

(l) **Attorneys' Fees.** In the event any action by the Town is filed in relation to this Agreement for a breach or default, the Town shall recover, in addition to such other relief as may be granted or sums as may be recovered, a reasonable sum for its attorneys' fees and related costs and expenses.

(m) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that executed copies of this Agreement sent via first class mail, electronic mail or facsimile are binding.

* * * *

TOWN OF BRISTOL, INDIANA,
an Indiana municipal corporation

Dated: _____

Jeff Beachy, Town Council President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as President of the Bristol Town Council, who acknowledged the execution of the foregoing instrument for and on behalf of said Town.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

EXHIBIT A

Legal Description of Golf Course

A part of the South Half Section 28, and the Southwest Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at the point of intersection of the West line of the Southwest Quarter of said Section 28 with the centerline of State Road 120; thence North 61 degrees, 05 minutes East, 1498.1 feet, along the centerline of said State Road 120; thence North 70 degrees East, 1177.45 feet, along said centerline, to the point of beginning of this description; thence continuing along the last described line and bearing 1037.78 feet; thence South 26 degrees, 25 minutes, 08 seconds East, 1350.36 feet, to an iron stake; thence South 82 degrees, 44 minutes, 15 seconds East, 508.39 feet, to an iron stake; thence North 57 degrees, 00 minutes, 14 seconds East, 911.28 feet, to an iron stake; thence North 71 degrees, 59 minutes, 09 seconds East, 605.93 feet, to an iron stake; thence South 85 degrees, 53 minutes, 59 seconds East, 309.17 feet, to an iron pipe; thence North 79 degrees, 02 minutes, 31 seconds East, 464.0 feet, to an iron stake; thence South 00 degrees, 40 minutes, 40 seconds East, 216.86 feet, to a steel fence corner post on the Northerly right-of-way of a railroad; thence South 69 degrees, 56 minutes, 48 seconds West, 5607.85 feet, along said Northerly right-of-way, to an iron pipe; thence North 00 degrees, 43 minutes, 04 seconds West, 440.07 feet, to an iron pipe; thence North 00 degrees, 41 minutes, 24 seconds West, 354.98 feet, to an iron pipe; thence North 70 degrees, 04 minutes, 34 seconds East, 687.08 feet, to an iron pipe; thence North 00 degrees, 16 minutes, 52 seconds East, 842.53 feet, to a steel fence post; thence North 70 degrees, 08 minutes, 03 seconds East, 199.48 feet, to an angle-iron; thence North 00 degrees, 13 minutes, 36 seconds West, 44.22 feet, to an iron stake; thence North 70 degrees East, 327.3 feet, to an iron stake; thence North 14 degrees, 24 minutes, 55 seconds West, 220.0 feet, to the point of beginning containing 109.23 acres and subject to public highways and easements of record. (As surveyed by Philip C. Barker, Surveyor, March 5, 1988)

Commonly known as 1417 W. Vistula Street, Bristol, Indiana 46507

Parcel ID Nos. 20-03-28-401-018.000-031, 20-03-28-401-011.000-031

EXHIBIT B

Depiction of Property

