



TOWN COUNCIL REGULAR MEETING

Thursday, October 01, 2026 at 7:00 PM

Council Chamber Bristol Municipal Complex

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**
5. **APPROVAL OF INVOICES**
6. **APPROVAL OF MINUTES:** Council Executive Meeting of 9/15/2026 and Council Meeting of 9/17/2026

REPORTS

7. TOWN MANAGER

- a. Approve 2026 Title VI Implementation Plan | no changes from 2025
- b.** WWTP project pay apps
 - SRF #60 To Crosby Construction for \$338,403 and \$17,811 to retainage
 - SRF # 61 To Commonwealth Engineering for \$58,653
 - Crosby Construction requests Phase One recognized as substantially complete
- c.** Water project pay apps
 - SRF 69 To Niblock Excavating \$185,466 and \$ \$9,761 to retainage
 - SRF 70 To Niblock Excavating \$164,103 and \$ 8,637 to retainage
- d. Elkhart Street and St Joe Street water main replacement project
 - Payment #4 To Niblock \$ 73,913.32
 - Payment #5 To Niblock \$ 42,875.25
- e. Projects and other updates:

1. Opera House - see budget and Ancon bid in packet
2. INDOT project Update
3. Business Route project - drawing in packet
4. Bristol elementary student pick up
5. Salt on new sidewalk -
6. Corn dog Trailer
7. Pumpkin Race challenge October 10 12:30 p.

8. CLERK-TREASURER

- [a.](#) public hearing for additional appropriation ordinance no 10.1.2026--23 in the amount of \$108,224
Clerk-Treasurer requests a Motion to adopt Addt'l Approp Ordinance No. 10.1.2026-23 \$108,224
- [b.](#) Clerk-Treasurer requests that Council consider this amended Additional Appropriation tonight as a first reading and asks for a Motion to Publish Notice to Taxpayers and advance to second reading.
Additional Appropriation Ordinance No. 10.15.2026-25 in the amount of \$570,400
- [c.](#) 2027 Budget
- [d.](#) 9/3 reported to Council that our State and Local Fiscal Recovery reporting had been submitted.
US Treasury has accepted and confirmed that our final reporting was successfully submitted and accepted.

9. TOWN MARSHAL

10. TOWN ATTORNEY

- [a.](#) Motion to approve the Release of Property Damage Claim – Semi-Truck Incident (July 7, 2026)
- [b.](#) Resolution 10-1-2026-13 Transfer of river front property
- [c.](#) Resolution 10-1-2026-14 Raber EDA

11. PRIVILEGE OF THE FLOOR (Public Comments to Council)

- [a.](#) Please state your name and address | 3-minute guideline for comments

12. TOWN COUNCIL DISCUSSION ITEMS

- a.** Tony Davidson
- b.** Doug DeSmith
- c.** Cathy Burke
- d.** Gregg Tuholski
- e.** Jeff Beachy

NEXT MEETINGS:

October 13: Council work session

October 15: Council meeting

13. MOTION TO ADJOURN

2026 TITLE VI IMPLEMENTATION PLAN



APPROVED BY THE TOWN COUNCIL

THIS _____ DAY OF _____, 2026

Jeff Beachy
President

Cathy Burke
Member

Dean Rentfrow
Member

Gregg Tuholski
Member

Doug DeSmith
Member

ATTEST:

Cathy Antonelli, Clerk-Treasurer

Title VI Coordinator
Mike Yoder
Town Manager
303 E Vistula Street,
Bristol, IN 46507
Office: (574) 848-7007 ext. 1
Email: townmanager@bristolindiana.org

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INTRODUCTION

This document is intended to serve as a demonstration of the Town of Bristol's continual and ongoing effort to maintain compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations to ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of religion, race, color, national origin, disability, sex, sexual orientation, gender identity, age, low income status, limited English proficiency, or status as a Veteran. As recipients of federal funds, public entities are required to comply with Title VI of the Civil Rights Act of 1964 ("Title VI"), the Americans with Disabilities Act of 1992, ("ADA"), and other laws, executive orders and regulations related to nondiscrimination and accessibility.

Federal funds stem from tax dollars paid by all people and the programs and facilities developed from them must benefit everyone equally. In addition, recipients and sub-recipients of federal funds (those who receive federal funds as they trickle down to develop programs and projects) have contractual obligations to comply with Assurances of Non-discrimination (Assurances) as a condition of receiving those funds, and also with INDOT's annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Federal Grant opportunities.

ACCOMPLISHMENTS & GOALS

Accomplishments in 2026

- Update Title VI Implementation Plan

List of Goals / Three Year Plan

- Develop and train employees on Title VI policy and procedures.
- Compile a list of programs, activities, and the facilities where they are held, that could have Title VI implications.
- Develop a plan to address implications that are identified.
- Develop and implement procedures for collection of pertinent data.
- Develop and implement pre/post-award protocols related to sub-recipients to ensure sub-recipient(s) also remain compliant with Title VI.
- Work with liaisons, representatives, and Title VI team members on ways to improve related communication and community involvement.
- Work with GIS to develop and identify public participation plan maps.
- Develop voluntary surveys to gather data to determine limited English proficiency disparity impact (if any).
- Update Title VI Implementation Plan annually.
- Complete the Annual Pre-Award Certification & Assurance Survey
- Become a member of the Indiana ADA and Title VI Coordinator's Association
- Participated in IACT's Webinar for Title VI & ADA/How They Work Together
- Update Town Website
- Update future LPA Contractor Construction Contracts

POLICY STATEMENT / NOTICE

The Town of Bristol (hereafter referred to as “Town”) is required to comply with Title VI of the Civil Rights Act of 1964 (Title VI) and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of race, color, age, national origin, gender, disability or income status.

The Town assures that no person in the United States shall, on the grounds of race, color, age, national origin, or gender, disability, or income status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Town hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment under, any program or activity that receives or benefits from Federal financial assistance.

In the event the Town distributes federal aid funds to a sub-recipient, the Town will include Title VI language in all written agreements and will monitor for compliance. The Town’s Title VI Coordinator is the appointed Mike Yoder, Town Manager, 303 E Vistula Street, Bristol, IN 46507. Office (574) 848-7007 ext. 1 Email townmanger@bristolindiana.org.

Additionally, the Town values each individual’s civil rights and intends to provide equal opportunity and equitable services for the residents and patrons of the town, and acknowledges throughout the years, additional regulations, statutes, directives and executive orders have been passed which expand the breadth of Title VI, and has endeavored to provide non-discrimination in all areas (including employment opportunities).

Therefore, regardless of receiving any federal funds, the Town prohibits discrimination or the exclusion of individuals from employment or participation opportunities, its municipal facilities, programs, activities and services not only based on the individual person’s race, color, national origin, disability, sex, age, income status or limited English proficiency (Title VI), but also individual person’s religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law. Further, irrespective of whether sexual orientation or transgender status are legally-protected statuses, the Town does not tolerate discrimination on the basis of sexual orientation or transgender status.

The Town has recognized these tenets, to include INDOT’s annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Grant opportunities, and will continue to monitor policies for compliance. (see Appendix – Title VI - Notice)

ADMINISTRATION / ACTION OF PLAN

The Town Council President of Town of Bristol, Indiana is responsible for ensuring the implementation of the Town's Title VI Program. The Town Manager serves as the Title VI Coordinator, on behalf of the Town Council President, and is responsible for the overall management of the Title VI Program to ensure compliance with provisions of the Town's policy of non-discrimination with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Title VI Coordinator

Mike Yoder

Town Manager, 303 E Vistula Street,
Bristol, IN 46507

Office: (574) 848-7007 ext. 1

Email: townmanger@bristolindiana.org

NON-DISCRIMINATION MEASURES

Elimination of Discrimination – Work with the Title VI Liaisons (Department Heads) to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in the Town's processes. Develop and implement the Town of Bristol's Limited English Proficiency (LEP) Plan; provide training to the Department Heads on procedure to follow when a person requests an interpreter. Establish procedures for reviewing contracts with sub-recipients, special interest programs and activities to include Title VI assurance; Attend Title VI Training as required by INDOT.

Public Dissemination - Work with the Title VI Liaisons to develop and disseminate Title VI Program information to the Town employees and sub-recipients, including contractors, subcontractors, consultants, sub-consultant and the general public. Public dissemination may include postings of official statements, inclusions of Title VI language in contracts or other agreements, website postings, and an annual publication of the Town's Title VI Policy Statement in the newspaper and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English. (See Appendix – US Census 2020 Language Identification Card)

Collection of Data The Town of Bristol shall utilize a voluntary Title VI public involvement survey performed by the Title VI Liaisons (Department Heads) that will be made available at public hearing, meeting, program, activity, or on participation enrollments, and review and analyze the statistical data gathering process periodically to ensure sufficiency of data for meeting the requirements of the Title VI program administration, and document the analysis for the Federal Highway Administration (FHWA).

The voluntary survey will allow respondents to remain anonymous and will ask questions regarding any category protected under federal, state, or local law. Completed surveys will be retained by the Title VI Coordinator for three (3) years. (See Appendix – Voluntary Title VI Public Involvement Survey)

Monitoring Contractors and Consultants - The Town of Bristol, Indiana will ensure that all federally funded contracts contain required Title VI assurances prohibiting discrimination as herein defined by consultants and contractors to ensure compliance with the non-discrimination policy and will promptly investigate any alleged claim of discrimination and will work with the consultant or contractor to maintain compliance with the Town's non-discrimination policy.

Training of Employees - The Title VI Coordinator will train Department Heads and employees on Title VI compliance. In addition, Title VI training will be available to contractors and sub-contractors when needed. The training will provide information on Title VI provisions and operations, and identify Title VI issues and resolutions of complaints. Training will include the collection of participation data all departments, events, programs, surveys, and complaints.

Reporting – The Title VI Coordinator will conduct reviews of the Town’s Title VI Program to assess for Title VI compliance to assure effectiveness in compliance with Title VI provisions. The Title VI Coordinator and the Title VI Liaisons (Department Heads) will coordinate efforts to ensure the requirements of Title VI are met.

Complaints – The Title VI Coordinator will ensure the Complaint Procedure for filing, review and investigating Title VI complaints received by the Town of Bristol will follow procedural guidelines in order to ensure every effort is made to resolve complaints and that they are properly documented, the Clerk Treasurer will maintain a detailed log of all complaints. (See Appendix – Title VI Complaint Log)

Department Head (Title VI Liaison) Responsibilities - Each Department Head within the Town of Bristol is responsible for the following items related to Title VI:

- Ensuring all Town contract documents contain the appropriate Title VI provisions;
- Consulting with the Town Manager and the Town Council when Title VI complaints are received or issues arise;
- Ensure that all people are treated equitably regardless of race, color, national origin, disability, gender, age, income status or limited English proficiency;
- Developing internal policies and procedures to ensure Title VI compliance during all phases of projects, activities, etc.;
- Ensuring all business pertaining to the selection, negotiation and administration of consultant contracts and agreements is accomplished without discrimination based on race, color, national origin, disability, gender, age, income status or limited English proficiency (LEP);
- Ensuring internal and external publications and all other relevant communications disseminated to the public include a Title VI policy reference; and
- Providing information in the appropriate language or interpreters as needed for individuals with disabilities or LEP persons.

Department Head (Title VI Liaisons) Reporting - The Department Heads must submit the Title VI Compliance Review Form to the Title VI Coordinator as an assessment tool to determine whether the departments are in compliance with Title VI and to ascertain instances where the Title VI Coordinator may provide training to help the Department Heads achieve its Title VI goals and maintain compliance. The Title VI Coordinator will review the data collection procedures for each department periodically to ensure compliance with the Town’s Title VI policies.

The Department Heads should prepare the report and submit it annually on or around June 30th of each year. The information that should be included in each annual report submitted shall include, at a minimum: The number of federally funded projects awarded during the past year; Number of Title VI complaints received during the past year; The attendance at a related public meetings/hearings tracked and broken down by ethnicity, race, gender and disability; Statistical data collected on ethnicity, race, gender and disability for communities impacted by construction projects, activities, events, and/or programs.

ENVIRONMENTAL JUSTICE

In accordance with Presidential Executive Order 12898 (EO12898) Environmental Justice for Low Income & Minority Populations of 1994, each federal agency shall ensure that all programs or activities receiving Federal financial assistance make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high adverse human health or environmental effects of its activities on minority and low-income populations, particularly when such analysis is required by the National Environmental Policy Act (NEPA). EO12898 emphasizes the importance of NEPA's public participation process, directing that each Federal agency shall provide opportunities for community input in the NEPA process. Agencies are further directed to identify potential effects and mitigation measures in consultation with affected communities. EO12898 requires agencies to work to ensure effective public participation and access to information. Thus, within its NEPA process and through other appropriate mechanisms, each federal agency should, translate crucial public documents, notices and hearings, relating to human health or the environmental for limited English proficiency populations when it is practical and appropriate.

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, age, national origin, gender, disability, or income status. Part of Title VI reads, *“No person in the United States shall, on the ground of race, color, age, national origin, gender disability, or income status be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”*

The three fundamental environmental justice principles are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potential by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income population.

The Town of Bristol is committed to these environmental justice principles in all work that the Town performs.

TITLE VI ASSURANCES

These are standard U.S. Department of Transportation assurances that outline the Town of Bristol's guarantee for compliance with Title VI of the Civil Rights Act of 1964 as a recipient of federal financial assistance.

Standard INDOT Title VI Assurances Version 2016.1

The Town of Bristol, Indiana (hereinafter referred to as the "Town") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790), low income (Executive Order 12898), or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Town receives Federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Town hereby gives the following specific assurances with respect to its Federal Aid Transportation Program.

1. That the Town agrees that each "program" and each "facility" as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Town shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with the Federal Aid Transportation Program and, in adapted form in all proposals for negotiated agreements: *Town of Bristol in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.*

3. That the Town shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the Town shall insert the clauses of Appendix B of this assurance, 'as a covenant running

with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Town receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Town receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Town shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Town with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Transportation Program.

8. That this assurance obligates the Town for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Town or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Town retains ownership or possession of the property.

9. The Town shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Town agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Town Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Transportation Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, income status or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town or the Indiana Department of Transportation (hereinafter referred to as "INDOT") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town, or INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or INDOT or FHWA may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Town or INDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Town or INDOT or FHWA to enter into such litigation to protect the interests of the Town or INDOT or FHWA and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein for the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal-Aid Highway Programs and the policies and procedures prescribed by INDOT or FHWA and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Town all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town, its successors and assigns.

The Town, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,][and)* (2) that the Town shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Town pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Town and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Town pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the Town shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Town and its assigns.

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.*

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements with Indiana Department of Transportation:

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, Indiana Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, Indiana Department of Transportation will there upon revert to and vest in and become the absolute property of Indiana Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During performances, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, 17 policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

LIMITED ENGLISH PROFICIENCY (LEP) PERSONS

The Town of Bristol, Indiana will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits.

Presidential Executive Order No. 13166, titled “Improving Access to Services for Persons with Limited English Proficiency,” indicates that individuals treated differently based upon their inability to speak, read, write or understand English is a type of national origin discrimination. Presidential Executive Order No. 13166 defines limited English proficiency persons as those individuals who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

For any program or project receiving federal funds the Town of Bristol, Indiana will conduct a four part analysis to determine what, if any, limited English proficiency services will be required. The four factors to be considered in determining the need and type of language assistance services are:

1. Number or proportion of LEP persons encountered in need for assistance
2. Frequency of contact with LEP persons
3. Nature and importance of program or service provided
4. Resources available to the Town of Bristol, Indiana

If a review of the first two factors show that less than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, no language assistance measures will be developed for that program or project. This will be determined through United States Census Bureau data as well as a review of Encounter Forms completed by town personnel.

However, in an effort to ensure that persons with Limited English Proficiency have meaningful access and equal opportunity, the Town of Bristol, Indiana will accommodate any and all requests for oral or written translation services. If more than five percent (5%) of the intended beneficiaries of the program or project are limited English proficient, the Town of Bristol, Indiana will review the nature and importance of the program or project to determine what language assistance measures should be developed for the program or project.

The resources available to the Town of Bristol, Indiana should be considered in determining the appropriate language assistance measures. Language assistance measures may include, but are not limited to, oral interpreter service, either in-person or through a telecommunication service, written translation service, bilingual staff, use of community volunteers, language cards, and use of universal signs, symbols and pictures.

The Town of Bristol strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to Town services.

A U.S. Census Bureau Language Identification card is available as part of this document (see Appendix – US Census 2020 Language Identification Card) and on the Town’s website (bristolindiana.org) and is also available at Town Hall located at 303 E Vistula Street, Bristol, IN 46507. This card allows LEP individuals to communicate their preferred language to Town staff whereas Town staff may then access a language translation service to accommodate the needs of the person with LEP. A translation service called INDY Translations, phone number (317) 566-8200 is available to Town staff or other translation services may be used as determined by the Town.

FILING A COMPLAINT

Complaint Procedure - Any person may who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, disability, sex, age, low income status or limited English proficiency, sexual orientation or transgender status, religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law, or in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person. (See Appendix – Title VI - Complaint Form).

It is the policy of the Town of Bristol to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated. No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Individuals with requests for services, questions or complaints concerning “Section 504 of the ADA” or “Title VI Non-Discrimination Policy on Public Access to Facilities, Programs, Activities & Services, Employment or Participation Opportunities” should submit a written or verbal complaint to the Title VI Coordinator.

Title VI Coordinator

Mike Yoder, Town Manager
303 E Vistula Street, Bristol, IN 46705
Office: (574) 848-7007 ext. 1
Email: townmanager@bristolindiana.org

The complaint should be submitted within 180 days of the alleged discrimination. Complaint forms may be found on the Town’s website (bristolindiana.org) or at Town Hall located at 303 E Vistula Street, Bristol, IN 46705. Although it is highly recommended, individuals are not required to use the Town’s complaint form. If necessary, the Town will help an individual reduce their complaint to writing for signature.

The complaint should address all sections as applicable in the Title VI - Complaint Form including, but not limited to, the name, address and telephone number of the individual complaining (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Within 60 days of the receipt of the complaint the Town will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The Town will try to obtain an informal voluntary resolution to all complaints at the lowest level possible. A complainant’s identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential. These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual’s right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Indiana Department of Transportation Economic Opportunity Division 100 N. Senate, Room N755B Indianapolis, IN 46204 Phone: (317) 233-6511 Fax: (317) 233-0891	Indianapolis District EEOC Office 101 West Ohio Street, Ste 1900 Indianapolis, IN 46204 Phone: (800) 669-4000 Fax: (317) 226-7953 TTY: 1 (800) 669-6820 ASL Video Phone: (844) 234-5122	Indiana Civil Rights Commission 100 N. Senate Ave., Room N300 Indianapolis, IN 46204 Toll Free: 1 (800) 628-2909 Phone: (317) 232-2600 Fax: (317) 232-6560 Hearing Impaired: 1 (800) 743-3336
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Processing the Complaint - The Title VI Coordinator will review the complaint upon receipt to ensure that all information is provided, the complaint meets the 180 day filing deadline and falls within the jurisdiction of the Town, and will then investigate the complaint. If the complaint is against the Title VI Coordinator, then the Town Council will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the Town Attorney.

If the complaint warrants a full investigation, the complainant will be notified in writing by certified mail. This notice will name the investigator and investigating agency.

The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator’s name and will request that this party be available for an interview.

Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator. Once the Town has investigated the report findings, the Town will adopt a final resolution and all parties will be properly notified of the outcome of the Town’s investigative report.

If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the Town’s decision. Appeals must be filed within 180 days after the Town’s final resolution. Unless new facts not previously considered come to light, reconsideration of the Town’s determination will not be available.

The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled “Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes,” available online at:
[http://www.enviro-lawyer.com/DOJ%20investigations%20Procedures%20Manual%20\(1998\).pdf](http://www.enviro-lawyer.com/DOJ%20investigations%20Procedures%20Manual%20(1998).pdf)

Title VI Complaint Filing - Complaints filed with the Town of Bristol, Indiana, based on violations of Title VI of the Civil Rights Act of 1964, must include the following information: Name of Complainant; Date of Complaint; Address of Complainant; Telephone Number of Complainant; Name of Agency / Department Accused of Discriminatory Practices; Name of Individual Accused of Discriminatory Practices; Description of Alleged Discrimination; Date of Alleged Discrimination; and/or Supporting Documentation. (See Appendix – Title VI Complainant Consent / Release Form) and (See Appendix – Title VI Complaint Form).

Alleged Discrimination – If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, the basis on which you believe these discriminatory actions were taken must be included. *Note: The Town of Bristol, Indiana prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the Town. Please inform the Title VI Coordinator if you feel you were intimidated or experience perceived retaliation in relation to filing a complaint.*

Letter Acknowledging Receipt of Complaint – Following receipt of the complaint alleging discriminatory actions / behavior, the Title VI Coordinator will send the complainant a letter acknowledging receipt by the Town of Bristol of the complaint.

Letter Notifying Complainant that the Complaint is Substantiated - If, after investigation, the Town of Bristol determines that the filed complaint alleging a Title VI violation has been substantiated, the Town shall notify the complainant of such determination and that the Town has implemented measures to correct the issue. Such notice shall also indicate that the complainant may be notified again by the Town or state or federal authorities if an administrative hearing process is initiated.

Letter Notifying Complainant that the Complaint is Not Substantiated - If, after investigation, the Town of Bristol determines that the filed complaint alleging a Title VI violation has not been substantiated, the Town shall notify the complainant of such determination and that the Town is closing the file for this issue. Such notice shall also indicate that the complainant has the right to appeal within seven (7) calendar days of receipt of this final written decision from the Town of Bristol, and/or file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave SE Washington DC, 20590

COMPLIANCE

The Town of Bristol shall make every effort to regulate, monitor, review, and report on the federal programs to ensure compliance. Upon a finding by the Town of Bristol of noncompliance, the Town of Bristol shall take the following actions with regard to:

Processing - The compliance officer shall immediately notify the Responsible Official in writing of the violation(s) held to constitute noncompliance with Title VI and of the steps necessary to correct these violation(s).

Reporting - The compliance officer shall notify the sub-recipient or employee found to be in noncompliance in writing within thirty (30) days of the compliance officer's report of noncompliance and of the violation(s) and corrective measures necessary to remedy the violation(s).

Resolution - The Town of Bristol shall attempt to secure voluntary compliance with Title VI. In the event that efforts to secure voluntary compliance are not secured within a reasonable period of time, the compliance officer will notify the Responsible Official, in writing, of the recommended corrective action.

Enforcement/Corrective Actions - The Responsible Official shall implement corrective actions within thirty (30) days of receipt and acceptance of the notification of recommended corrective action.

Employees or grant sub-recipients who refuse to voluntarily comply with Title VI or to take corrective actions required by the Town of Bristol shall face disciplinary action, or in the case of grant sub-recipients, may face termination or suspension of the contractual relationship with the Town of Bristol.

Monitoring of Programs - The Town of Bristol shall undertake to periodically monitor all programs funded through federal assistance for those sub-recipients who have been found by the Town of Bristol to be in non-compliance with Title VI.

APPENDICES / ATTACHMENTS

THE TOWN OF BRISTOL, INDIANA
TITLE VI - NOTICE

The Town of Bristol (hereafter referred to as “Town”) is required to conform to Title VI of the Civil Rights Act of 1964 (Title VI) and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation (DOT) on the grounds of race, color, age, national origin, gender, disability or income status.

The Town assures that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (23 CFR 200.9 Title 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Town hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from Federal financial assistance.

In the event the Town distributes federal aid funds to a sub-recipient, the Town will include Title VI language in all written agreements and will monitor for compliance. The Town’s Title VI Coordinator is the appointed Town Manager, Mike Yoder, Town of Bristol, 303 E Vistula Street, Bristol, IN 46507. Office: (574) 848-7007 ext. 1, Email: townmanger@bristolindiana.org.

Additionally, the Town values each individual’s civil rights and intends to provide equal opportunity and equitable services for the residents and patrons of the Town, and acknowledges throughout the years, additional regulations, statutes, directives and executive orders have been passed which expand the breadth of Title VI, and has endeavored to provide non-discrimination in all areas (including employment opportunities).

Therefore, regardless of receiving federally funds, the Town prohibits discrimination and/or the exclusion of individuals from employment or participation opportunities, its municipal facilities, programs, activities and services not only based on the individual person’s race, color, national origin, disability, sex, age, low income status or limited English proficiency (Title VI), but also individual person’s religion, citizenship status, military status, genetic information, or any other category protected under federal, state, or local law. Further, irrespective of whether sexual orientation or transgender status are legally-protected statuses, the Town does not tolerate discrimination on the basis of sexual orientation or transgender status.

The Town has recognized these tenets, to include INDOT’s annual Pre-Awarding Certification Process pertaining to the Local Public Agency (LPA) and all other Grant opportunities, and will continue to monitor policies for compliance.

Jeff Beachy, Town Council President
Town of Bristol

Date

US CENSUS 2020 LANGUAGE IDENTIFICATION CARD

OMB No. 0607-1006: Approval Expires 11/30/2021

**United States[®]
Census
2020****Language Identification Card**

I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us?
If not, someone may contact you who speaks _____.

Español (Spanish 02)

Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.

普通话、广东话 (Chinese simplified)

我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们？

(Mandarin 03): 如果没有，可能会有会讲普通话的人与您联系。

(Cantonese 04): 如果没有，可能会有会讲广东话的人与您联系。

如果您閱讀繁體中文，請參閱第2頁（普通話或廣東話） (Chinese traditional on pg 2)

Tiếng Việt (Vietnamese 05)

Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.

한국어 (Korean 06)

저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.

Русский (Russian 07)

Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.

العربية (Arabic 08)

أنا أعمل مكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلم الإنجليزية و يمكنه ان يساعدنا الآن؟ إذا لا، فقد يتصل بكم شخص يتكلم اللغة العربية.

Tagalog (Tagalog 09)

Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.

Polski (Polish 10)

Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.

Français (French 11)

Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.

Kreyòl Ayisyen (Haitian Creole 12)

Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou? Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.

Português (Portuguese 13)

Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.

日本語 (Japanese 14)

私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解でき この調査にご協力いただける方がいらっしゃいますか？もしない場合は、日本語を話す係員があなたに連絡をすることがあります。

D-ID (09-19-19)

Shqip (Albanian 15)
Unë punoj për Byronë Amerikane të Censurit. A ka njeri këtu tani që flet anglisht dhe mund të na ndihmojë? Nëse jo, dikush që flet shqip mund t'ju kontaktojë.
አማርኛ (Amharic 17)
እኔ የአሜሪካ ህዝብ ቆጠራ ቢሮ ሰራተኛ ነኝ። እንግሊዝኛ የሚናገርና ሊረዳን የሚችል ሰው አለ? ከሌለ አማርኛ የሚችል ሰው ሊያነጋግርዎ ይችላል።
Հայերեն (Armenian 18)
Ես աշխատում եմ ԱՄՆ Մարդահամարի բյուրոյի համար: Ներկա է այստեղ այժմ արևել մեկը, ով խոսում է անգլերեն և կարող է օգնել մեզ: Եթե ոչ, ապա հայերեն խոսող արևել մեկը կարող է կապվել Ձեզ հետ:
বাংলা (Bengali 19)
আমি ইউ.এস. জনগণনা ব্যুরোতে কাজ করি। এখানে এখন কি এমন কেউ আছেন যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারবেন? না থাকলে বাংলা বলতে পারেন এমন কেউ আপনার সাথে যোগাযোগ করতে পারেন।
Босански/ Bosanski (Bosnian 20)
Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski. Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski.
Български (Bulgarian 21)
Служител съм на Бюрото за преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, с вас може да се свърже някой от нашите служители, който говори български.
မြန်မာဘာသာ (Burmese 22)
ကျွန်တော်/ကျွန်မက အမေရိကန်ပြည်ထောင်စု သန်းခေါင်စာရင်းဌာနအတွက် အလုပ်လုပ်ပါတယ်။ ဒီမှာ အင်္ဂလိပ်စကားပြောတတ်ပြီး ကျွန်တော်/ကျွန်မတို့ကို ကူညီနိုင်သူ ရှိပါသလား။ မရှိဘူးဆိုရင်တော့ မြန်မာစကားပြောတတ်သူတစ်ဦးက လူကြီးမင်းကို ဆက်သွယ်ပါလိမ့်မယ်။
普通话、廣東話 (Chinese traditional)
我是美國人口普查局的工作人員。請問您這裡有沒有會說英語的人可以幫助我們? (Mandarin 03): 如果沒有，可能會有會講普通話的人聯絡您。 (Cantonese 04): 如果沒有，可能會有會講廣東話的人聯絡您。
Hrvatski (Croatian 23)
Ja radim za američki Ured za popis stanovništva. Ima li trenutno ovdje nekoga tko govori engleski i tko bi nam mogao pomoći? Ako nema, mogao bi Vas kontaktirati netko tko govori hrvatski.
Čeština (Czech 24)
Pracuji pro Americký úřad pro sčítání lidu. Je zde někdo, kdo hovoří anglicky a může nám pomoci? Pokud ne, je možné, že Vás bude kontaktovat někdo, kdo hovoří česky.

Nederlands (Dutch 25)

Ik werk voor het Censusbureau van de VS. Is er hier iemand die Engels spreekt en ons kan helpen? Zo niet, dan kan iemand contact met u opnemen die Nederlands spreekt.

فارسی (Farsi 26)

من برای اداره سرشماری ایالات متحده کار می‌کنم. آیا هم‌اکنون اینجا کسی هست که به زبان انگلیسی حرف بزند و بتواند به من و شما کمک کند؟ اگر نیست، در این صورت احتمال دارد یک نفر از اداره سرشماری که به زبان فارسی صحبت می‌کند یا شما تماس بگیرید.

Deutsch (German 27)

Ich arbeite für die US-amerikanische Statistikbehörde. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, kann jemand, der Deutsch spricht, Kontakt mit Ihnen aufnehmen.

Ελληνικά (Greek 28)

Εργάζομαι στο Γραφείο Απογραφής Πληθυσμού των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, μπορεί κάποιος να επικοινωνήσει μαζί σας στα Ελληνικά.

ગુજરાતી (Gujarati 29)

હું યુ.એસ. જન ગણના બ્યુરો માટે કામ કરું છું. શું હાલમાં અહીં એવી કોઈ વ્યક્તિ છે જે અંગ્રેજી બોલી શકે અને અમને મદદ કરી શકે? જો કોઈ ના હોય તો, ગુજરાતી બોલતી કોઈપણ વ્યક્તિ તમારી સાથે સંપર્ક કરી શકે છે.

עברית (Hebrew 30)

אני עובד עבור לשכת מפקד האוכלוסין של ארה"ב. האם נמצא כאן עכשיו מישהו שמדבר אנגלית ויכול לעזור לנו? במידה ולא, ישנה אפשרות שיצור אתכם קשר מישהו שמדבר עברית.

हिंदी (Hindi 31)

मैं यू.एस. जनगणना ब्यूरो के लिए काम करता हूँ। क्या यहां अभी कोई ऐसा है जो अंग्रेज़ी बोलता हो और हमारी मदद कर सकता हो? अगर नहीं तो, कोई आपसे संपर्क करेगा जो हिंदी में बात करता हो।

Hmoob (Hmong 32)

Kuv ua hauj lwm rau Teb Chaws Asmeskas Koom Haum Suav Pej Xeem. Puas muaj leej twg tam sim no txawj hais lus Askiv thiab yuav pab tau peb? Yog tsis muaj, muaj neeg hais Lus Hmoob yuav hu rau koj.

Magyar (Hungarian 33)

Az Egyesült Államok Népszámlálási Hivatalánál dolgozom. Van a közelben valaki, aki beszél angolul, és segíteni tud most nekünk? Ha nincs, akkor lehet, hogy egy magyarul beszélő munkatársunk fel fogja venni Önnel a kapcsolatot.

Igbo (Igbo 34)

Ana m arurụ ndị Ngalaba Gọọmenti U.S. na-ahụ maka Onyogugu ndị mmadụ oru. Ẹ nwèrè onye nọ ebe à ugbo, a bụ onye na-asụ Igbo nwere ike inyere anyị aka? Ọ bụrụ nà ẹ nweghi, otù onye nà-asụ Igbo nwèrè ike ịkpọtụrụ gị.

Ilokano 35)

Agtrabtrabahoak para iti U.S. Census Bureau. Adda kadi ditoy ita iti siasinoman a makapagsao iti Ingles ken makatulong kadakami? No awan, adda maysa a mangkontak kadakayo a makapagsao iti Ilokano.

Bahasa Indonesia (Indonesian 36)
Saya bekerja untuk Biro Sensus A.S. Apakah di sini ada yang bisa berbahasa Inggris dan dapat membantu kami? Jika tidak, seseorang yang berbahasa Indonesia mungkin menghubungi Anda.
Italiano (Italian 37)
Lavoro per conto dell'Ufficio Censimento degli Stati Uniti. C'è qualcuno qui adesso che parli inglese e possa aiutarci? In caso contrario, qualcuno che parla italiano potrebbe contattarla.
ខ្មែរ (Khmer 38)
ខ្ញុំធ្វើការធ្វើការវិចារណ៍យល់ឆ្លើយរបស់សហរដ្ឋអាមេរិក តើនៅទីនេះ មាននរណាម្នាក់ ចេះនិយាយភាសាអង់គ្លេស ហើយអាចជួយយើងខ្ញុំបានទេ? បើសិនជាគ្មានទេ នោះនឹងមានគេដែលចេះនិយាយភាសាខ្មែរទាក់ទងទៅលោកអ្នក។
ພາສາລາວ (Lao 39)
ຂ້າພະເຈົ້າເຮັດວຽກຢູ່ສຳນັກງານສຳຫຼວດພົນລະເມືອງແຫ່ງສະຫະລັດ. ຕອບນີ້ມີໃຜຢູ່ທີ່ນີ້ທີ່ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ຈະມີຄົນທີ່ເວົ້າພາສາລາວໄດ້ຕິດຕໍ່ຫາທ່ານ
Lietuvių (Lithuanian 40)
Aš esu iš JAV gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų man ir jums padėti? Jei ne, su jumis gali susisiekti lietuviškai kalbantis asmuo.
മലയാളം (Malayalam 41)
ഞാൻ യു.എസ്. സെൻസസ് ബ്യൂറോയിൽ ജോലി ചെയ്യുന്നു. ഇപ്പോൾ ഇംഗ്ലീഷ് ഭാഷ സംസാരിക്കുന്ന, ഞങ്ങളെ സഹായിക്കാൻ കഴിയുന്ന ഒരാൾ ഇവിടെ ഉണ്ടോ? ഇല്ലെങ്കിൽ, മലയാളം സംസാരിക്കുന്ന ആരെങ്കിലും നിങ്ങളെ ബന്ധപ്പെടുത്താം
मराठी (Marathi 42)
मी यू.एस. जनगणना कार्यालयासाठी काम करतो. इथे आता कुणी अशी व्यक्ती आहे का जी इंग्रजी बोलते व आम्हाला मदत करू शकेल? नसेल तर, कुणी मराठी बोलणारी व्यक्ती आपल्याशी संपर्क करेल.
Diné (Navajo 43)
U.S. Wááshindoondi Diné Nídawólta' Bina'anishgi naashnish. Ła'kóóh hóló k'ad Bilagáana bizaad yee yálti'igíi dóó nihiká adoolwolígíi? Doodago éi Ła' da shjį naanidinóotaal Dinék'ehji yálti'igíi.
नेपाली (Nepali 44)
म अमेरिकी जनगणना ब्यूरोमा काम गर्छु । अहिले यहाँ अंग्रेजी बोल्न जाने र हामीलाई मद्दत गर्नसक्ने कोही मान्छे हुनुहुन्छ? यदि कोही छैन भने, तपाईंसँग नेपाली भाषामा कुरा गर्ने कसैले सम्पर्क गर्न सक्दछ ।
ਪੰਜਾਬੀ (Punjabi 45)
ਮੈਂ ਯੂ.ਐਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਲਈ ਕੰਮ ਕਰਦਾ ਹਾਂ। ਕੀ ਇਥੇ ਹੁਣ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਵਿਅਕਤੀ ਹੈ? ਜੇਕਰ ਨਹੀਂ, ਤਾਂ ਤੁਹਾਡੇ ਨਾਲ ਪੰਜਾਬੀ ਬੋਲਣ ਵਾਲਾ ਵਿਅਕਤੀ ਸੰਪਰਕ ਕਰੇਗਾ।
Română (Romanian 46)
Lucrez pentru Biroul pentru recensământ al SUA. Aveți pe cineva lângă dumneavoastră care vorbește limba engleză și ne poate ajuta? Dacă nu aveți pe nimeni, este posibil să fiți contactat(ă) de o altă persoană care vorbește limba română.

Српски / Srpski (Serbian 47)
Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik. Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.
සිංහල (Sinhala 48)
මම එක්සත් ජනපද සංගණන කාර්යාංශයේ සේවය කරමි. මෙහි සිටින ඉංග්‍රීසි බස කථා කරන කෙනෙක්ට අපට උදව් කළ හැකිද? එසේ නොමැති නම් සිංහල බස කථා කරන කෙනෙක් ඔබව සම්බන්ධ කරගනු ඇත.
Slovenčina (Slovak 49)
Pracujem pre Úrad pre sčítanie obyvateľstva USA. Je tu teraz niekto, kto hovorí po anglicky a môže nám pomôcť? Ak nie, možno Vás bude kontaktovať niekto, kto hovorí po slovensky.
Soomaali (Somali 50)
Waxaan u shaqeeyaa Xafiiska Tirakoobka Mareykanka. Hadda ma joogaa qof ku hadla af Ingiriis oo na caawin kara? Haddii uusan joogin, waxaa laga yaabaa inuu idin la soo xiriir qof ku hadla af Soomaali.
Kiswahili (Swahili 51)
Ninafanya kazi na Shirika la Sensa ya Marekani. Je, kuna mtu hapa ambaye anazungumza Kiingereza na anaweza kutusaidia? Ikiwa hamna, mtu anaweza kuwasiliana nawe anayezungumza Kiswahili.
தமிழ் (Tamil 52)
நான் அமெரிக்க மக்கள்தொகைக் கணக்கெடுப்பு பணியகத்தில் வேலை செய்கிறேன். இங்கே இப்போது யாராவது ஆங்கிலம் பேசுபவர் இருக்கிறாரா மேலும் அவரால் நமக்கு உதவி செய்ய முடியுமா? இல்லையென்றால் யாராவது தமிழ் பேசும் ஒருவர் உங்களைத் தொடர்புகொள்ளலாம்.
తెలుగు (Telugu 53)
నేను యు.ఎస్. జనాభా గణన బ్యూరో కోసం పని చేస్తున్నాను. నాకు సహాయం చెయ్యడానికి ఆంగ్లంలో మాట్లాడేవారు ఎవరైనా ప్రస్తుతం ఇక్కడ ఉన్నారా? లేకపోతే, తెలుగు మాట్లాడే వారు మిమ్మల్ని సంప్రదిస్తారు.
ไทย (Thai 54)
ฉันทำงานให้กับสำนักงานสำมะโนสหรัฐฯ ตอนนี้ที่ฉันมีใครที่พูดภาษาอังกฤษได้และสามารถช่วยเราแปลได้หรือไม่ หากไม่มี อาจมีคนพูดภาษาไทยได้ติดต่อกับคุณในภายหลัง
ትግርኛ (Tigrinya 55)
ደ/ይ/ቲ፡ ስቴቲስቲክስ ቢሮ ለዋሽንጊንግተን ከተማ ትግራይ ሕዝብ ቁጥጥ ስርዓት ዝፈጸመን ክሕግዘና ዝኽእልን ሰብ ኣሎዶ? ተዘየለ ካሊእ ትግርኛ ዝፈልጥ ከዛርበኩም ይኽእል እዩ።
Türkçe (Turkish 56)
A.B.D. Nüfus Sayım Bürosu'ndanım. Burada İngilizce konuşan ve bize yardımcı olabilecek birisi var mı? Yoksa, Türkçe konuşan biri sizinle irtibata geçebilir.

Twi (Twi 57)
Me ne U.S. Nnipakan Asoee a wɔye nnipakan ne nhwehwemu adwuma na eye adwuma. Obi a aka Brɔfo kasa a ɔbetumi aboa yen wɔ ha seesei anaa? Se obiara nni ha saa a, yɛbema obi a aka Twi ne mo abekasa.
Українська (Ukrainian 58)
Я представляю Бюро перепису населення США. Поряд із Вами є будь-яка особа, що розмовляє англійською мовою та зможе нам допомогти? Якщо ні, можливо, до Вас звернеться наш представник, що розмовляє українською мовою.
اردو (Urdu 59)
میں امریکی مردم شماری بیورو کے لئے کام کرتا ہوں۔ کیا ابھی یہاں کوئی ایسا شخص ہے جو انگریزی بول سکتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو کوئی شخص آپ سے رابطہ کرے گا جو اردو میں بات کرے گا۔
יידיש (Yiddish 60)
איך אַרבעט פֿאַר דעם צענזוס ביוראָ פֿון די פֿאַראײניקטע שטאַטן. איז עמעצער איצט דאָ אין דער היים וואָס רעדט ענגליש און קען אונדז העלפֿן? אויב נישט, וועט עמעצער וואָס רעדט ייִדיש אייך אפֿשר קאָנטאַקטירן.
Yorùbá (Yoruba 61)
Mo nbá Ilé-ìṣẹ́ Ìkàniyàn Ilẹ̀ Amẹ́rikà ṣiṣẹ́. Njẹ́ ẹnìkàn wà nìbí yìí nìsisiyí tí ó nsọ̀ Èdè Gẹ̀ẹ́sì tí ó sì lè ràn wá lówọ́? Bí bẹ̀ẹ̀kó, ẹnìkàn lè kàn sí ọ́ tí ó nsọ̀ èdè Yorùbá.



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The Town of Bristol, Indiana

VOLUNTARY TITLE VI PUBLIC INVOLVEMENT SURVEY

As a recipient of federal funds, the Indiana Department of Transportation (INDOT) is requiring local agencies to develop a procedure for gathering statistical data regarding participants and beneficiaries of its federal-aid highway programs and activities (23 CRF §200.9(b)(4)). The Town of Bristol is distributing this voluntary survey to fulfill that requirement to gather information about the populations affected by proposed projects.

You are not required to complete this survey. Submittal of this information is voluntary. This form is a public document that the Town of Bristol will use to monitor its programs and activities for compliance with Title VI and the Civil Rights Act of 1964, as amended and its related statutes and regulations.

If you have any questions regarding the Town of Bristol's responsibilities under Title VI of the Civil Rights Act of 1964 or the Americans with Disabilities Act, please contact the Title VI Coordinator.

You may return the survey via hand-delivery to the Town Hall by folding it and placing it on the front desk, by mail, or email with the given information below.

Date: (month, day, year)			
Project Name:			
Proposed Project Location:			
Gender: Female Male _____		Ethnicity: Hispanic or Latino Not Hispanic or Latino	
Race: (Circle one or more) White Black or African-American Multiracial American Indian or Alaska Native Asian Native Hawaiian or Other Pacific Islander			
Age: 1-21 22-40 41-65 65+		Disability: Yes No	
		Household Income: 0-\$12,000 \$12,001-\$24,000 \$24,001-\$36,000 \$36,001-\$48,000 \$48,001-\$60,000 \$60,001 or above	

Title VI Coordinator
Mike Yoder, Town Manager
303 E Vistula Street,
Bristol, IN 46507
Office: (574) 848-7007 ext. 3
Email: townmanager@bristolindiana.org

The Town of Bristol, Indiana
TITLE VI COMPLAINT CONSENT / RELEASE FORM

Name:	Telephone Number:				
Address (number and street, town, state, ZIP code):					
<i>As a complainant, I understand that during an investigation it may become necessary for The Town of Bristol (Town) to reveal my identity to individuals outside of the Town government in the course of verifying information or gathering facts and evidence to develop a basis for making a civil rights compliance determination. I understand that it may be necessary for the Town to share information, including personal details collected as part of its complaint investigation. In addition, I understand that as a complainant, I am protected by Title VI of the Civil Rights Act of 1964, as amended, and its related statutes and regulations prohibiting intimidation or retaliation for taking action or participating in an action to secure rights protected by the nondiscrimination statutes enforced by the Town.</i>					
<i>Please read both paragraphs below, select your choice of CONSENT or CONSENT DENIED by circling one and sign below.</i>					
CONSENT I have read and understand the above information and authorize the Town of Bristol to disclose my identity to individuals as needed during the course of the investigation for the purpose of verifying information or gathering facts and evidence relevant to the investigation of my complaint. I authorize the Town of Bristol to receive, review, and discuss material and information about me relevant to the investigation of my complaint. I understand that the material and information will be used for authorized civil rights compliance and enforcement activities. I further understand that I am not required to authorize this release and volunteer to do so.					
CONSENT DENIED I have read and understand the above information and do not want the Town of Bristol to disclose my identity to any individual during the course of the investigation. I understand this choice could delay the investigation of my complaint and may, in some circumstances, result in an administrative closure of the investigation of my complaint without the Town of Bristol making a determination in my case.					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Signature:</td> <td style="width: 50%; padding: 5px;">Date:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Printed Name:</td> </tr> </table>		Signature:	Date:	Printed Name:	
Signature:	Date:				
Printed Name:					

The Town of Bristol, Indiana
TITLE VI – COMPLAINT FORM

Complaints Must Be Filed Within 180 Days Of The Alleged Act of Discrimination.
Please Print Clearly.

Illegible or Incomplete Answers To The Following Questions May Delay or Prohibit Timely Processing.

Section I		
Name:		
Address:	Town:	Zip Code:
Telephone Number (include area code):		
Alternate Number (include area code):		
Email Address:		
Do you need alternative accessible format for communication? If Yes, please check:		
☐ Large Print	☐ Audio Tape	☐ TDD ☐ Other (specify):

Section II	
Are you filing this complaint on your own behalf? Please check Yes or No: ☐ Yes ☐ No	
If checked Yes, please go to Section III	
If checked No, please supply the name and relationship of the person for whom you are complaining:	
Please explain why you have filed for a third party:	
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Please check Yes or No: ☐ Yes ☐ No	

Section III	
I believe the discrimination I experienced was based on (check all that apply):	
☐ Religion	☐ Race ☐ Color ☐ National Origin ☐ Disability ☐ Sex ☐ Sexual Orientation
☐ Gender	☐ Age ☐ Low Income ☐ Limited English ☐ Status as a Veteran
☐ Other (specify):	
Date of alleged discrimination (Month, Day, Year):	
(1) Explain as clearly as possible what happened and why you believe you were discriminated against. (2) Describe all persons who were involved. (3) Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. (4) Please securely attach and identify additional forms as needed.	
(Please Continue To Next Page)	

**Section III
(continued)**

Section IV

Have you previously filed a Title VI complaint with the Town of Bristol?
Please check Yes or No: ☐ Yes ☐ No

Section V

Have you filed this complaint with any Federal, State, or Local Agency, or with any Federal or State Court?
Please check Yes or No: ☐ Yes ☐ No
If checked No, please go to Section VI
If checked Yes, check all that Apply:
☐ Federal Agency ☐ State Agency ☐ Local Agency ☐ Federal Court ☐ State Court
Please provide information about a contact person at the Agency and/or Court where the complaint was filed. If filed with more than one Agency and/or Court, please securely attach and identify additional forms as needed.
Name: _____
Title: _____
Agency: _____
Address: _____
Telephone: _____
Email Address: _____

Section VI

Name of Agency Complainant is concerning:
Contact person:
Title:
Telephone:
Email Address:

You may securely attach and identify any written materials or other additional information that you think is of relevance to your complaint. Signature, printed name and date are required below:

Signature: _____ Printed Name: _____ Date: _____
(NOTE: we cannot accept your complaint without a signature)

Please mail or email this completed form:
ATTN: Mike Yoder (Title VI Coordinator), Town Manager, 303 E Vistula Street, Bristol, IN 46507
Office: (574) 848-7007 ext. 3 Email: townmanager@bristolindiana.org

Office Use Only

Date Town Received	Received By	Start Date	Closed Date
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The Town of Bristol, Indiana
TITLE VI COMPLAINT LOG

Case No.	Investigator	Complainant	Sub-Recipient	Protected Category	Date Filed	Final Report Date	Disposition

Contractor's Application for Payment No.

5

Section 7, Item d.

Project: Town of Bristol Water System Improvements - Contract A (Elkhart Street & St. Joseph Street)
Owner: Town of Bristol
Contractor: Niblock Excavating

For work completed through:

June 30, 2026

Change Order Summary

Change Order no.	Additions	Deductions
4	\$ 522,724.50	
5	\$ 77,803.50	
6		
Totals	\$ 600,528.00	\$ -
Net change by change orders		\$ 600,528.00

Original Contract Price		\$	-
Net change by change orders		\$	600,528.00
Current Contract Price		\$	600,528.00
Total Work installed		\$	521,663.00
Total, Materials stored on site		\$	-
Total, Installed and stored		\$	521,663.00
Retainage			
5% of work completed	5%	\$	26,083.15
5% of stored Materials	5%	\$	-
Total retainage		\$	26,083.15
Amount Eligible to date:		\$	495,579.85
Less Previous Payments		\$	452,701.60
Amount Due		\$	42,878.25
Balance to finish		\$	104,948.15

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Recommends Payment of: **\$42,878.25**

Signature



Date

2026-09-28

Owner approves payment of:

\$ _____

Contractor Signature

Date

7/8/2026

Signature

Date

Contractor's Application for Payment No. 5

Project: Town of Bristol Water System Improvements (Elkhart Street & St. Joseph Street)
 Owner: Town of Bristol
 Contractor: Niblock Excavating

Progress Worksheet

ITEM NO.	DESCRIPTION	Original Contract Quantity	Revised Contract Quantity	Unit	Original Contract Unit Price	Revised Contract Unit Price	Original Contract Value	Revised Contract Value	Installed this period	Installed previous period	Installed to date	Value of work installed to date
Alternate 6 (Change Order 4)												
A6 1	12" C900 PVC Water Main	0	32	LFT	\$ -	\$ 122.50	\$ -	\$ 3,920.00	-	16.00	16.00	\$ 1,960.00
A6 2	6" C900 PVC Water Main	0	2,805	LFT	\$ -	\$ 65.50	\$ -	\$ 183,727.50	-	2,805.00	2,805.00	\$ 183,727.50
A6 3	4" C900 PVC Water Main	0	2	LFT	\$ -	\$ 60.00	\$ -	\$ 120.00	-	2.00	2.00	\$ 120.00
A6 4	12" Gate Valve & Box	0	2	EA	\$ -	\$ 5,725.00	\$ -	\$ 11,450.00	-	2.00	2.00	\$ 11,450.00
A6 5	6" Gate Valve & Box	0	9	EA	\$ -	\$ 2,435.00	\$ -	\$ 21,915.00	1.00	8.00	9.00	\$ 21,915.00
A6 6	4" Gate Valve	0	1	EA	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00	-	-	-	\$ -
A6 7	1" PE CTS Water Service	0	737	LFT	\$ -	\$ 41.50	\$ -	\$ 30,585.50	-	737.00	737.00	\$ 30,585.50
A6 8	1" Water Service Curb Stop Assembly	0	32	EA	\$ -	\$ 1,890.00	\$ -	\$ 60,480.00	-	32.00	32.00	\$ 60,480.00
A6 9	Fire Hydrant Assembly - Type 1	0	11	EA	\$ -	\$ 10,000.00	\$ -	\$ 110,000.00	-	8.00	8.00	\$ 80,000.00
A6 10	Fire Hydrant Assembly Removal	0	8	EA	\$ -	\$ 750.00	\$ -	\$ 6,000.00	-	7.00	7.00	\$ 5,250.00
A6 11	Fire Hydrant Assembly, Remove & Reconnect	0	2	EA	\$ -	\$ 3,500.00	\$ -	\$ 7,000.00	-	-	-	\$ -
A6 12	6" DI 45 Deg. Bend	0	17	EA	\$ -	\$ 695.00	\$ -	\$ 11,815.00	-	15.00	15.00	\$ 10,425.00
A6 13	6" DI 11.25 Deg. Bend	0	1	EA	\$ -	\$ 680.00	\$ -	\$ 680.00	-	-	-	\$ -
A6 14	12" DI 45 Deg. Bend	0	2	EA	\$ -	\$ 1,735.00	\$ -	\$ 3,470.00	-	-	-	\$ -
A6 15	8" x 4" Reducer Fitting	0	0	EA	\$ -	\$ 710.00	\$ -	\$ -	-	-	-	\$ -
A6 16	12" x 6" Reducer Fitting	0	1	EA	\$ -	\$ 1,190.00	\$ -	\$ 1,190.00	-	1.00	1.00	\$ 1,190.00
A6 17	6" x 6" Tee Fitting	0	1	EA	\$ -	\$ 1,160.00	\$ -	\$ 1,160.00	-	1.00	1.00	\$ 1,160.00
A6 18	12" x 8" Tee Fitting	0	1	EA	\$ -	\$ 2,525.00	\$ -	\$ 2,525.00	-	-	-	\$ -
A6 19	12" x 12" x 8" Tee Fitting	0	1	EA	\$ -	\$ 2,525.00	\$ -	\$ 2,525.00	-	1.00	1.00	\$ 2,525.00
A6 20	12" x 12" x 10" Tee Fitting	0	2	EA	\$ -	\$ 2,890.00	\$ -	\$ 5,780.00	-	1.00	1.00	\$ 2,890.00
A6 21	8" x 6" Tapping Valve & Sleeve on AC Pipe	0	2	EA	\$ -	\$ 8,825.00	\$ -	\$ 17,650.00	-	2.00	2.00	\$ 17,650.00
A6 22	4" x 4" Tapping Valve & Sleeve on AC Pipe	0	2	EA	\$ -	\$ 7,650.00	\$ -	\$ 15,300.00	-	-	-	\$ -
A6 23	Water Main Line Stop - 6", Undistributed	0	1	EA	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00	-	-	-	\$ -
A6 24	Plug, 12"	0	1	EA	\$ -	\$ 705.00	\$ -	\$ 705.00	-	1.00	1.00	\$ 705.00
A6 25	Installing service at Hardings	0	1	EA	\$ -	\$ 1,890.00	\$ -	\$ 1,890.00	-	1.00	1.00	\$ 1,890.00
A6 26	6x6x4 Tee Fitting	0	1	EA	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	-	1.00	1.00	\$ 1,150.00
A6 27	Water Main and valves Abandonment	0	1	LSUM	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	0.50	0.50	1.00	\$ 25,000.00
A6 28	INDOT full depth restoration outside of CCMG work	0	60	SYD	\$ -	\$ 195.00	\$ -	\$ 11,700.00	60.00	-	60.00	\$ 11,700.00
A6 29	6x6x4 Tee Fitting	0	1	LSUM	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	0.50	0.50	1.00	\$ 5,000.00
A6 30	Water Main and valves Abandonment	0	1	LSUM	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	1.00	-	1.00	\$ 7,500.00
A6 31	INDOT full depth restoration outside of CCMG work	0	1	LSUM	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00	1.00	-	1.00	\$ 8,500.00
A6 CO5	Remove/Replace Concrete pad @ Baileys	0	1	LSUM	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	-	1.00	1.00	\$ 1,950.00
A6 CO5	Flowable Fille	0	8	LSUM	\$ -	\$ 3,320.00	\$ -	\$ 26,560.00	-	8.00	8.00	\$ 26,560.00
A6 CO5	16" Plug	0	1	LSUM	\$ -	\$ 380.00	\$ -	\$ 380.00	-	1.00	1.00	\$ 380.00
TOTAL AMOUNT							\$0.00	\$600,528.00				\$ 521,663.00

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Water System Improvements – Contract A (Elkhart Street & St. Joseph Street) project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$42,878.25 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 8th day of July 2026.

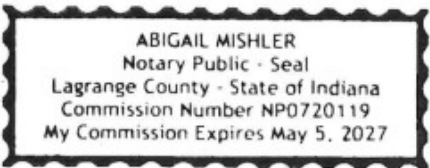
Signed : **Niblock Excavating, Inc.**

By: 
Chad Niblock, President

Personally appeared before me this 8th day of July 2026, 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





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

Contractor's Application for Payment No.

4

Section 7, Item d.

Project: Town of Bristol Water System Improvements - Contract A (Elkhart Street & St. Joseph Street)
Owner: Town of Bristol
Contractor: Niblock Excavating

For work completed through:

April 30, 2026

Change Order Summary

Change Order no.	Additions	Deductions
4	\$ 522,724.50	
5	\$ 77,803.50	
Totals	\$ 600,528.00	\$ -
Net change by change orders	\$ 600,528.00	

Original Contract Price		\$	-
Net change by change orders		\$	600,528.00
Current Contract Price		\$	600,528.00
Total Work installed		\$	476,528.00
Total, Materials stored on site		\$	-
Total, Installed and stored		\$	476,528.00
Retainage			
5% of work completed	5%	\$	23,826.40
5% of stored Materials	5%	\$	-
Total retainage		\$	23,826.40
Amount Eligible to date:		\$	452,701.60
Less Previous Payments		\$	378,788.28
Amount Due		\$	73,913.32
Balance to finish		\$	147,826.40

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Recommends Payment of: **\$73,913.32**

Signature



Date

2026-09-28

Owner approves payment of:

\$ _____

Contractor Signature

Date

5/1/2026

Signature

Date

Project: Town of Bristol Water System Improvements (Elkhart Street & St. Joseph Street)
 Owner: Town of Bristol
 Contractor: Niblock Excavating

Progress Worksheet

ITEM NO.	DESCRIPTION	Original Contract Quantity	Revised Contract Quantity	Unit	Original Contract Unit Price	Revised Contract Unit Price	Original Contract Value	Revised Contract Value	Installed this period	Installed previous period	Installed to date	Value of work installed to date
Alternate 6 (Change Order 4)												
A6 1	12" C900 PVC Water Main	0	32	LFT	\$ -	\$ 122.50	\$ -	\$ 3,920.00	-	16.00	16.00	\$ 1,960.00
A6 2	6" C900 PVC Water Main	0	2,805	LFT	\$ -	\$ 65.50	\$ -	\$ 183,727.50	503.00	2,302.00	2,805.00	\$ 183,727.50
A6 3	4" C900 PVC Water Main	0	2	LFT	\$ -	\$ 60.00	\$ -	\$ 120.00	-	2.00	2.00	\$ 120.00
A6 4	12" Gate Valve & Box	0	2	EA	\$ -	\$ 5,725.00	\$ -	\$ 11,450.00	-	2.00	2.00	\$ 11,450.00
A6 5	6" Gate Valve & Box	0	9	EA	\$ -	\$ 2,435.00	\$ -	\$ 21,915.00	-	8.00	8.00	\$ 19,480.00
A6 6	4" Gate Valve	0	1	EA	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00	-	-	-	\$ -
A6 7	1" PE CTS Water Service	0	737	LFT	\$ -	\$ 41.50	\$ -	\$ 30,585.50	78.00	659.00	737.00	\$ 30,585.50
A6 8	1" Water Service Curb Stop Assembly	0	32	EA	\$ -	\$ 1,890.00	\$ -	\$ 60,480.00	6.00	26.00	32.00	\$ 60,480.00
A6 9	Fire Hydrant Assembly - Type 1	0	11	EA	\$ -	\$ 10,000.00	\$ -	\$ 110,000.00	-	8.00	8.00	\$ 80,000.00
A6 10	Fire Hydrant Assembly Removal	0	8	EA	\$ -	\$ 750.00	\$ -	\$ 6,000.00	-	7.00	7.00	\$ 5,250.00
A6 11	Fire Hydrant Assembly, Remove & Reconnect	0	2	EA	\$ -	\$ 3,500.00	\$ -	\$ 7,000.00	-	-	-	\$ -
A6 12	6" DI 45 Deg. Bend	0	17	EA	\$ -	\$ 695.00	\$ -	\$ 11,815.00	2.00	13.00	15.00	\$ 10,425.00
A6 13	6" DI 11.25 Deg. Bend	0	1	EA	\$ -	\$ 680.00	\$ -	\$ 680.00	-	-	-	\$ -
A6 14	12" DI 45 Deg. Bend	0	2	EA	\$ -	\$ 1,735.00	\$ -	\$ 3,470.00	-	-	-	\$ -
A6 15	8" x 4" Reducer Fitting	0	0	EA	\$ -	\$ 710.00	\$ -	\$ -	-	-	-	\$ -
A6 16	12" x 6" Reducer Fitting	0	1	EA	\$ -	\$ 1,190.00	\$ -	\$ 1,190.00	-	1.00	1.00	\$ 1,190.00
A6 17	6" x 6" Tee Fitting	0	1	EA	\$ -	\$ 1,160.00	\$ -	\$ 1,160.00	-	1.00	1.00	\$ 1,160.00
A6 18	12" x 8" Tee Fitting	0	1	EA	\$ -	\$ 2,525.00	\$ -	\$ 2,525.00	-	-	-	\$ -
A6 19	12" x 12" x 8" Tee Fitting	0	1	EA	\$ -	\$ 2,525.00	\$ -	\$ 2,525.00	-	1.00	1.00	\$ 2,525.00
A6 20	12" x 12" x 10" Tee Fitting	0	2	EA	\$ -	\$ 2,890.00	\$ -	\$ 5,780.00	-	1.00	1.00	\$ 2,890.00
A6 21	8" x 6" Tapping Valve & Sleeve on AC Pipe	0	2	EA	\$ -	\$ 8,825.00	\$ -	\$ 17,650.00	-	2.00	2.00	\$ 17,650.00
A6 22	4" x 4" Tapping Valve & Sleeve on AC Pipe	0	2	EA	\$ -	\$ 7,650.00	\$ -	\$ 15,300.00	-	-	-	\$ -
A6 23	Water Main Line Stop - 6", Undistributed	0	1	EA	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00	-	-	-	\$ -
A6 24	Plug, 12"	0	1	EA	\$ -	\$ 705.00	\$ -	\$ 705.00	-	1.00	1.00	\$ 705.00
A6 25	Installing service at Hardings	0	1	EA	\$ -	\$ 1,890.00	\$ -	\$ 1,890.00	-	1.00	1.00	\$ 1,890.00
A6 26	6x6x4 Tee Fitting	0	1	EA	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00	-	1.00	1.00	\$ 1,150.00
A6 27	Water Main and valves Abandonment	0	1	LSUM	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	-	0.50	0.50	\$ 12,500.00
A6 28	INDOT full depth restoration outside of CCMG work	0	60	SYD	\$ -	\$ 195.00	\$ -	\$ 11,700.00	-	-	-	\$ -
A6 29	6x6x4 Tee Fitting	0	1	LSUM	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	-	0.50	0.50	\$ 2,500.00
A6 30	Water Main and valves Abandonment	0	1	LSUM	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	-	-	-	\$ -
A6 31	INDOT full depth restoration outside of CCMG work	0	1	LSUM	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00	-	-	-	\$ -
A6 CO5	Remove/Replace Concrete pad @ Baileys	0	1	LSUM	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	1.00	-	1.00	\$ 1,950.00
A6 CO5	Flowable Fille	0	8	LSUM	\$ -	\$ 3,320.00	\$ -	\$ 26,560.00	8.00	-	8.00	\$ 26,560.00
A6 CO5	6" Plug	0	1	LSUM	\$ -	\$ 380.00	\$ -	\$ 380.00	1.00	-	1.00	\$ 380.00
TOTAL AMOUNT							\$0.00	\$600,528.00				\$ 476,528.00

Partial Waiver of Lien

State of Indiana, ss:

Whereas, the undersigned **Niblock Excavating Inc.** has been heretofore employed by the Town of Bristol to furnish certain material and labor for the Water System Improvements – Contract A (Elkhart Street & St. Joseph Street) project located in Bristol, IN.

Now Therefore, Know Ye, That the undersigned, contingent upon receipt of \$73,913.32 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 1st day of May 2026.

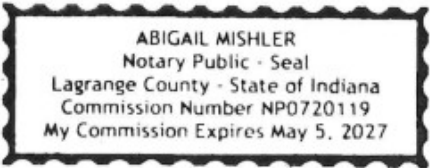
Signed : **Niblock Excavating, Inc.**

By: 
Chad Niblock, President

Personally appeared before me this 1st day of May 2026, 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





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

2026	Mainstreet reconstruction budget	\$ 450,000		
	Opera House porch demo	\$ 8,863	paid	
	sidewalk replacement	\$ 105,625	invoice 3610916-1	
	DLZ engineering	\$ 3,533	paid	
	vault and sidewalk Ancon	\$ 37,447		
	Hawk Fiber installation	\$ 12,475		
	Opera House Porch	\$ 48,662		
	Hawk elect and street install			
	total costs	\$ 216,605		
	balance remaining	\$ 233,395		

PROPOSAL

September 30, 2026

Contact:	Owner:
Mike Yoder	Town of Bristol
Town Manager	210 E Vistula St
(574) 298-3331	Bristol, IN 46507
mikeyoder@bristol.in.gov	

Quote Number:	27064
Project Name:	Bristol Opera House – New Awning
Project Address:	210 E Vistula St Bristol, IN 46507

Ancon Construction is pleased to present this Proposal for the scope of work described below:

Framing

- ▲ Frame new awning, materials used are listed below:
 - 2x10 ledger board
 - 2x8 rafters
 - 2x8 rim board
 - 5/8" OSB sheathing
 - 6x6 wood columns
 - 12" LVL's

Concrete

- ▲ Provide and install six (6) concrete piers:
 - Piers are to be 2' x 2' with a 3' depth.
 - Piers are to be reinforced with #4 rebar.

Masonry

- ▲ Provide and install six (6) Post bases constructed of standard CMU.
- ▲ Provide and install face brick on six (6) post bases.

Thermal and Moisture Protection

- ▲ Provide and install roof underlayment.
- ▲ Provide and install architectural asphalt shingles.
- ▲ Provide and install drip edge around the perimeter of the roof.

Finishes

- ▲ Provide and install LP smart side for the fascia around the perimeter of the roof.
- ▲ Provide and install stained and sealed pine carsiding for the ceiling.

Electrical

- ▲ Provide and install five (5) surface mounted LED fixtures.
 - Product: GL-3553-W0-E-BLK-B
 - These have a warmer color, reducing the insect attraction.
- ▲ Provide and install one (1) photocell.

BASE AMOUNT: \$48,662.00**CLARIFICATIONS & EXCLUSIONS**

- ▲ Any additional or unforeseen requirements by state, federal, or local agencies are excluded.
- ▲ Items not specifically mentioned in this proposal are excluded.
- ▲ Additional costs related to unforeseen environmental issues on site, unforeseen poor soil conditions, buried objects, high water table, unsuitable soil, etc. are excluded.
- ▲ Additional costs related to unforeseen conditions arising from demo or renovation work are excluded.
- ▲ Quote assumes normal working hours – weekend and overtime hours are not included.
- ▲ All work areas are to be cleared by the owner prior to work beginning.

TERMS

Billing. For projects lasting less than 30 days, balance due upon completion. For projects lasting longer than 30 days, monthly invoices will be submitted for the work complete in the month the invoice covers. Payments are due 30 days from the date noted on the invoice. A finance charge of 1.5% per month will be added on accounts more than 30 days past due. For check payments, please remit to Ancon Construction Co., Inc. at our primary address: 2121 W Wilden Ave, Goshen, IN 46528. Should you prefer to utilize ACH services, please reach out to our office for secure wiring instructions. **Warranty.** Ancon Construction warrants all workmanship to be free from defects, excluding normal wear and tear, for a period of (1) year from the date of completion.

Workmanship. Standards of workmanship will exceed the minimum standard for the industry. All work shall be conducted with care and professionalism, in accordance with the materials manufacturer's recommendations and accepted best practices.

Change Orders. Any deviation from the scope of work defined in this proposal that is requested by the owner may be executed only upon written orders and will result in additional costs. **Safety.** Ancon Construction has a model safety policy that is strictly enforced. Anyone not complying with Ancon's safety requirements will be removed from the jobsite. All Ancon Construction regulations and State and Federal OSHA regulations are to be followed at all times. The highest standard always prevails.

Insurance. Ancon Construction will provide the proper contractor's general liability and property damage insurance with umbrella limits of \$2,000,000.00 and workman's compensation insurance to statutory limits. Subcontractors providing construction services on this project will be required to supply a certificate of insurance coverage equal to the general contractor.

Ancon Signature

This proposal may be withdrawn by Ancon if not accepted within 30 days of the proposal date.



Andrew Lockwood
Project Manager of Ancon Building Services

Owner Signature

The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. Ancon Construction is authorized to perform the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Title _____ Date _____

File: \Projects\2021 Projects\2021-0113 Bristol\Street Dept\2025 Earthway Connection\06_Conceptual Concept Layouts.dwg
Saved By:rdohn Plotted: 2025-05-12 9:10 AM

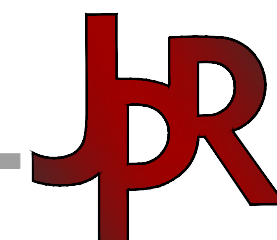


EARTHWAY BLVD CONNECTION
BRISTOL BUSINESS ROUTE
TOWN OF BRISTOL

CONCEPT PLAN
HITCH HOLDINGS SITE

DRAWN BY: JCH
REVIEW BY: RJH

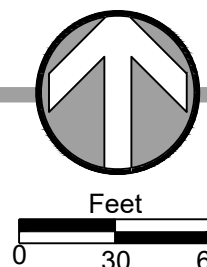
DATE: 10/13/2025



JONES
PETRIE
RAFINSKI

South Bend, IN
p: 574.232.4388

Fort Wayne, IN
p: 260.422.2522



Ordinance No. 10.1.2026-23

Additional Appropriation Ordinance

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the 2026 annual budget,

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

PASSED AND ADOPTED by the Town Council of the Town of Bristol, Indiana, on this 1st day of October, 2026.

Increase:

FUND #	Appropriation #	Amount	Reason
2565 GGT	2565-001-4500	\$87,452	GGT Reimbursement
4436 EDIT	4436-001-4316	\$10,000	Contractual services
2256 Opioid Unrestricted	2256-001-4325	\$ 5,195.57	Opioid unrestricted distribution to the Mental Health Crisis Center per Council decision 5.4.2023
2257 Opioid Restricted	2257-001-4325	\$ 5,576.70	Opioid restricted distribution to the Mental Health Crisis Center per Council decision 5.4.2023

Total: \$108,224

BRISTOL TOWN COUNCIL - TOWN OF BRISTOL, INDIANA

By _____
Jeff Beachy, President

By _____
Doug DeSmith

By _____
Cathy Burke

By _____
Anthony Davidson

ATTEST:

By _____
Gregg Tuholski

Cathy Antonelli, Clerk-Treasurer

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the **Bristol Municipal Complex, 303 E Vistula, at 7:00 p.m., on Thursday, October 1, 2026 – Ordinance No. 10-1-2026-23.**

Increase:

FUND #	Appropriation #	Amount	Reason
2565 GGT	2565-001-4500	\$87,452	GGT Reimbursement
4436 EDIT	4436-001-4316	\$10,000	Contractual services
2256 Opioid Unrestricted	2256-001-4325	\$ 5,195.57	Opioid unrestricted distribution to the Mental Health Crisis Center per Council decision 5.4.2023
2257 Opioid Restricted	2257-001-4325	\$ 5,576.70	Opioid restricted distribution to the Mental Health Crisis Center per Council decision 5.4.2023

Total: \$108,224

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: September 3, 2026
Cathy Antonelli, Clerk-Treasurer

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Bristol, Elkhart County, Indiana, that the proper legal officers will consider the following additional appropriations in-excess of the budget for the current year at their regular meeting place at the **Bristol Municipal Complex, 303 E Vistula, at 7:00 p.m., on Thursday, October 15, 2026 – Ordinance No. 10-15-2026-25.**

Increase:

FUND #	Appropriation #	Amount	Reason
2570 TIF 130 S	2570-001-4412.2	\$150,000	Elk/St Joe water main & st bldg
2580 TIF 148 East	2580-001-4400	\$ 50,000	Elk/St Joe water main & st bldg
2565 TIF 171 GGT	2565-001-4412	\$ 87,000	Elk/St Joe water main & st bldg
2585 TIF 178 Seahawk	2585-001-4400	\$ 50,000	Street building & Hitch Holdings RW
2586 TIF 182 Rail Park	2586-001-4412.2	\$207,400	Street building & Hitch Holdings RW
2587 TIF 180 Valmont	2587-001-4412	\$ 14,000	Closing costs on Bristol Foam RW purchase
2500 MS-4 Stormwater	2500-001-4441	\$ 12,000	MS-4 Maintenance Projects

Total: \$570,400

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: October 1, 2026

Cathy Antonelli, Clerk-Treasurer

NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **303 E Vistula St., Bristol, IN 46507**.

Notice is hereby given to taxpayers of **BRISTOL CIVIL TOWN, ELKHART COUNTY**, Indiana that the proper officers of **BRISTOL CIVIL TOWN** will conduct a public hearing on the year **2027** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **BRISTOL CIVIL TOWN** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **BRISTOL CIVIL TOWN** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **BRISTOL CIVIL TOWN** will meet to adopt the following budget:

Public Hearing Date	Thursday, October 01, 2026	Adoption Meeting Date	Thursday, October 15, 2026
Public Hearing Time	7:00 PM	Adoption Meeting Time	7:00 PM
Public Hearing Location	303 E Vistula St., Bristol, IN 46507	Adoption Meeting Location	303 E Vistula St., Bristol, IN 46507
Estimated Civil Max Levy	\$3,177,366		
Property Tax Cap Credit Estimate	\$113,320		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference Column 3 /Column 5
0061 - RAINY DAY	\$0	\$0	\$0	\$0	
0101 - GENERAL	\$2,986,173	\$2,597,000	\$0	\$2,444,724	6.23%
0180 - DEBT SERVICE	\$362,457	\$431,000	\$0	\$363,303	18.63%
0254 - LOCAL INCOME TAX	\$330,181	\$0	\$0	\$0	

0706 - LOCAL ROAD & STREET	\$43,000	\$0	\$0	\$0	
0708 - MOTOR VEHICLE HIGHWAY	\$321,640	\$291,400	\$0	\$274,885	6.01%
1151 - CONTINUING EDUCATION	\$15,000	\$0	\$0	\$0	
1191 - CUMULATIVE FIRE SPECIAL	\$20,000	\$95,500	\$0	\$91,514	4.36%
1301 - PARK & RECREATION	\$92,970	\$91,900	\$0	\$86,697	6.00%
1310 - PARK NONREVERTING -	\$0	\$0	\$0	\$0	
2120 - CEMETERY	\$19,975	\$0	\$0	\$0	
2379 - CUMULATIVE CAPITAL IMP (CIG TAX)	\$40,000	\$0	\$0	\$0	
2391 - CUMULATIVE CAPITAL DEVELOPMENT	\$159,000	\$185,000	\$0	\$172,018	7.55%
2411 - ECONOMIC DEV INCOME TAX CEDIT	\$100,000	\$0	\$0	\$0	
9501 - SOUTH STREET RD 15 TIF #130	\$1,960,796	\$0	\$0	\$0	
9502 - MS-4 STORMWATER	\$122,300	\$0	\$0	\$0	
9503 - POLICE NON-REVERTING	\$20,000	\$0	\$0	\$0	
9505 - TIF EAST #148	\$615,000	\$0	\$0	\$0	
9506 - TIF GGT	\$260,000	\$0	\$0	\$0	
9507 - TIF #178 Seahawk Allocation Area	\$865,000	\$0	\$0	\$0	
9508 - TIF #182 Railpark	\$115,000	\$0	\$0	\$0	
9509 - TIF #180 Valmont / Thor	\$15,000	\$0	\$0	\$0	
9510 - Opioid Restricted	\$0	\$0	\$0	\$0	

9511 - Redevelopment Giveback fund	\$53,000	\$0	\$0	\$0	
9512 - Opioid Unrestricted	\$0	\$0	\$0	\$0	
Totals	\$8,516,492	\$3,691,800	\$0	\$3,433,141	



PROPERTY DAMAGE RELEASE

Know All Men By These Presents:

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of ***Seven Hundred Twnety-Five and 07/100 Dollars (\$725.07)***, to be paid by Crum & Forster/DMC Insurance, I/we, Town of Bristol, being of lawful age, do hereby release, acquit and forever discharge MCLEOD EXPRESS, LLC, and their driver John Hamilton, UNITED STATES FIRE INSURANCE COMPANY, Crum and Forster, DMC Insurance, and his/her, their, or its agents, employees, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereby resulting from or to result from the property damage occurrence described in Bristol PD Report No. 2026-00073376 on or about 7/7/26

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that the Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this ____ day of _____, 2026.

_____ Printed Name	X	_____ Signature
_____ Printed Name	X	_____ Signature

STATE OF _____, COUNTY OF _____;
On the _____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the person(s) named herein
and who executed the foregoing Release of All Claims, and acknowledged to me that _____
voluntarily executed the same.
My term expires _____, 20____. Notary Public.

_____ Notary Printed Name	X	_____ Notary Signature
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RESOLUTION NO. 10-1-2026-13

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BRISTOL, INDIANA APPROVING THE TRANSFER OF REAL
PROPERTY**

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

WHEREAS, pursuant to Ind. Code § 36-1-11-8, the Town has the authority to transfer and exchange real property with other governmental entities upon terms and conditions agreed upon through the adoption of substantially identical resolutions; and

WHEREAS, pursuant to Ind. Code § 36-7-14-12.2(a), the Bristol Redevelopment Commission (the “Commission”) has the authority to transfer and exchange personal property, tangible and intangible, and real property with other governmental entities upon terms and conditions agreed upon through the adoption of substantially identical resolutions; and

WHEREAS, the Town is the fee simple owner of the real property commonly known as 110 E. Vistula Street, Bristol, Indiana 46507 (Tax Parcel No. 20-03-27-229-002.000-031) (“Parcel 1”) and “W Vistula Rear” (part of Tax Parcel No. 20-03-27-229-018.000-031) (“Parcel 2”), as each more fully described on Exhibit “A” attached hereto (Parcel 1 and Parcel 2 are collectively referred to as the “Property”); and

WHEREAS, the Council has determined that it is appropriate to transfer the Property to the Commission, for no consideration, and the Commission has agreed to receive the Property from the Town; and

WHEREAS, the Town now seeks to approve the transfer described above pursuant to Ind. Code § 36-1-11-8.

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

- Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.
- Section 2 The Council hereby approves the transfer of the Property from the Town of Bristol, Indiana to the Bristol Redevelopment Commission.
- Section 3 The Council President is hereby authorized to execute and sign all deeds and other documents related and to take all actions necessary or advisable to effectuate the conveyance of the Property to the Commission.
- Section 4 This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

* * * * *

RESOLVED THIS ____ DAY OF _____, 2026.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Gregg Tuholski

Doug DeSmith

Tony Davidson

ATTEST:

Cathy Antonelli, Clerk-Treasurer

EXHIBIT A

Legal Description of Property

Parcel 1:

Lots Numbered Two (2) and Three (3), as the said Lots are known and designated on the Original Plat of the Village (now Town) of Bristol, Indiana, excepting therefrom two (2) feet off the west side of Lot Number Two (2); said Plat being recorded in Deed Record 2, page 40, in the Office of the Recorder of Elkhart County, Indiana

Commonly known as 110 E. Vistula Street, Bristol, Indiana 46507

Parcel ID No. 20-03-27-229-002.000-031

Parcel 2:

A part of the East Half of the Northeast Quarter of Section 27, Township 38 North, Range 6 East, Elkhart County, Indiana, described as follows: Beginning at the northeast corner of Lot 3 in the Original Plat of the Village (now Town) of Bristol, Indiana, the plat of which is recorded in Deed Record 2, page 40, in the Office of the Recorder of Elkhart County, Indiana; thence South 89 degrees 07 minutes 20 seconds West 198.00 feet along the north line of Lots 1, 2 and 3 in said plat to the northwest corner of Lot 1 (basis of bearing and location based upon Location Control Route Survey Plat recorded as Instrument No. 2023-14515 in the office of said recorder); thence North 26 degrees 00 minutes 51 seconds East 36.40 feet along the east line of Division Street to the southwest corner of the 0.0892-acre tract described in Instrument Number 96-025670 in the office of said recorder; thence the following seven courses along the south lines of said 0.0892-acre tract, (1) North 82 degrees 46 minutes 57 seconds East 34.21 feet; thence (2) South 83 degrees 38 minutes 32 seconds East 35.74 feet; thence (3) North 78 degrees 58 minutes 10 seconds East 32.73 feet; thence (4) North 81 degrees 15 minutes 10 seconds East 41.33 feet; thence (5) South 74 degrees 16 minutes 43 seconds East 8.69 feet; thence (6) North 64 degrees 12 minutes 38 seconds East 28.74 feet; thence (7) North 56 degrees 00 minutes 11 seconds East 5.07 feet to the prolonged east line of said Lot 3; thence South 01 degree 10 minutes 10 seconds East 55.56 feet along said prolonged east line to the point of beginning and containing 0.166 acres, more or less.

Commonly known as “W Vistula Rear”

Part of Parcel ID No. 20-03-27-229-018.000-031

RESOLUTION NO. 10-1-2026-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BRISTOL, INDIANA APPROVING AN ECONOMIC
DEVELOPMENT AGREEMENT FOR THE RABER GOLF
COURSE PROJECT

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

WHEREAS, the Bristol Redevelopment Commission (the “Commission”) has been duly established and is authorized to transact business pursuant to Indiana Code 36-7-14, *et seq.*, as amended (the “Act”), to administer redevelopment and economic development activities within the Town; and

WHEREAS, by Resolution No. R9-18-2025-19, the Commission approved the disposition process for the real property commonly known as the Raber Golf Course, located at 1417 W. Vistula Street, Bristol, Indiana 46507, and identified as Parcel Nos. 20-03-28-401-018.000-031 and 20-03-28-401-011.000-031 (the “Property”), and authorized the solicitation and consideration of offers for the sale and redevelopment of the Property in accordance with Indiana Code § 36-7-14-22; and

WHEREAS, the Commission selected the proposal of Old Bristol Golf Club LLC, an Indiana limited liability company and affiliate of Albatross Group LLC (the “Developer”), to acquire, rehabilitate, improve, and operate the Property as a high-quality golf course available for public use (the “Project”); and

WHEREAS, the Town, the Commission, and the Developer propose to enter into an Economic Development Agreement (the “Economic Development Agreement”), under which the Developer will undertake the Project and make aggregate investments and expenditures of not less than Five Million Nine Hundred Twenty-Two Thousand Dollars (\$5,922,000.00) over a term ending December 31, 2036; and

WHEREAS, the Council finds that the Economic Development Agreement and the Project will foster economic development, preserve and improve a public-access golf course, encourage substantial private investment, and serve the best interests of the citizens of the Town.

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

- Section 1 The foregoing recitals are hereby incorporated as if fully set forth herein.
- Section 2 The Council hereby approves the Economic Development Agreement, substantially in the form presented to the Council and attached hereto as **Exhibit A**, and approves the Town’s performance of its obligations thereunder, subject to any further proceedings required by law.

- Section 3

The Council President is hereby authorized to execute and deliver, on behalf of the Town, the Economic Development Agreement and any other certificates, instruments, or documents contemplated by or reasonably necessary to carry out the transactions approved by this Resolution.
- Section 4

The Council President is hereby authorized to approve and execute nonmaterial, technical, or conforming revisions to the Economic Development Agreement and related documents, upon the advice of counsel, so long as such revisions do not materially alter the economic terms or public purposes approved by this Resolution. The Council President, Clerk-Treasurer, Town Manager, and other appropriate officers and representatives of the Town are further authorized to take all actions reasonably necessary or appropriate to carry out this Resolution and implement the Economic Development Agreement, and all actions previously taken by such officers, representatives, or counsel in connection with the negotiation, preparation, approval, execution, or implementation of the Economic Development Agreement are hereby ratified and approved.
- Section 4

This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

* * * * *

RESOLVED THIS ____ DAY OF _____, 2026.

TOWN COUNCIL
OF THE TOWN OF BRISTOL, INDIANA

Jeff Beachy, President

Cathy Burke

Gregg Tuholski

Doug DeSmith

Tony Davidson

ATTEST:

Cathy Antonelli, Clerk-Treasurer

EXHIBIT A

Economic Development Agreement

[Attached]

ECONOMIC DEVELOPMENT AGREEMENT

(Raber Golf Course)

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2026, by and among the **TOWN OF BRISTOL, INDIANA** (“Town”), the **TOWN OF BRISTOL REDEVELOPMENT COMMISSION** (“Redevelopment Commission” and together with the Town, the “Local Government Bodies”), and **OLD BRISTOL GOLF CLUB LLC**, an Indiana limited liability company and affiliate of Albatross Group LLC, or any respective successors or assigns (the “Developer”).

RECITALS

WHEREAS, the Local Government Bodies desire to foster economic development within the Town; and

WHEREAS, in accordance with Redevelopment Commission resolution R9-18-2025-19, the Redevelopment Commission has solicited, received, and evaluated bids from prospective purchasers for the sale and development of the Project Site (as defined herein) in accordance with Indiana Code 36-7-14-22; and

WHEREAS, the Local Government Bodies have agreed to cooperate by providing economic development incentives for the hereinafter defined Project; and

WHEREAS, the Developer has approached the Town regarding certain improvements more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the “Project”) on and for the Project Site (as defined herein); and

WHEREAS, the Developer has proposed the Project in order to develop the Project Site and, as part of and as a result of the Project, intends to make expenditures of approximately Five Million Nine Hundred Twenty-Two Thousand Dollars (\$5,922,000) over the next ten (10) years to develop the Project Site; and

WHEREAS, in order to induce the Developer to proceed with the Project, the Redevelopment Commission has agreed to convey the Project Site to Developer for a reduced purchase price of Fifteen Thousand Dollars (\$15,000) (the “Purchase Price”) pursuant to that certain Purchase and Sale Agreement of even date herewith between the Redevelopment Commission and the Developer, which is \$3,218,000 less than the lower of two appraised values for the Project Site; and

WHEREAS, the Local Government Bodies have determined that the completion of the Project is in the best interests of the citizens of the Town and, therefore, the Local Government Bodies desire to convey the Project Site to the Developer for the Purchase Price in order to induce the Developer to invest in the Project Site and complete the Project; and

WHEREAS, to stimulate and induce the development and completion of the Project, the Local Government Bodies have agreed, subject to further proceedings as required by Law, to use their best efforts to take certain other actions all as described herein; and

WHEREAS, the Local Government Bodies have determined to enter into this Agreement in order to formalize the terms and provisions of the economic development incentives to be provided to the Developer and to memorialize each party’s related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. **Definitions.** The capitalized words and phrases used in this Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

- (a) “**Act**” means collectively, Indiana Code 36-7-11.9 and 12.
- (b) “**Allocation Area**” means the area, as further described on **Exhibit D**, designated by the Redevelopment Commission under Indiana Code 36-7-14-39 as an area for the purpose of the allocation and distribution of property taxes on real property to be used in the manner provided in Indiana Code 36-7-14-39, which shall be known as the “Raber Allocation Area.”
- (c) “**Ancillary Agreements**” shall mean all instruments and agreements referenced or contemplated herein and other documents needed to effectuate the intent of this Agreement.
- (d) “**Claims**” shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys’ fees); provided that in no event shall Claims include consequential or punitive damages.
- (e) “**Closing**” shall mean the transfer of title to the Project Site to Developer in accordance with that certain Purchase and Sale Agreement of even date herewith by and between Developer and the Redevelopment Commission.
- (f) “**Closing Date**” shall mean on the date on which the Closing occurs.
- (g) “**Completion Date**” shall mean December 31, 2036.

(h) **“Corrective Action Plan”** means a written plan submitted by Developer following a default or milestone delay that describes, in reasonable detail, the actions, timeline, responsible parties, and funding sources necessary to cure the default or address the delay while preserving the scope, quality, public benefit, and long-term development expectations for the Project.

(i) **“Council”** means the Bristol Town Council.

(j) **“Cure Period”** shall mean a period of: (a) ten (10) days after written notice of such default in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the default. Notwithstanding the foregoing, a Cure Period shall not be applicable to a default under an Ancillary Agreement, and any specific cure periods for such defaults being expressly set forth in such Ancillary Agreement.

(k) **“Economic Development Area”** means the Consolidated State Road 15 Economic Development Area as set forth in **Exhibit C**.

(l) **“Execution Date”** shall mean the date set forth in the first paragraph of this Agreement.

(m) **“Laws”** shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees.

(n) **“Permitted Transfer”** means any assignment or transfer permitted without prior Town consent under Section 12(g), including certain affiliate, merger, conversion, and internal reorganization transactions, provided the applicable transferee assumes the obligations under this Agreement and the covenants and restrictions applicable to the Project Site remain in full force and effect. Notwithstanding the foregoing, any foreclosure, deed in lieu of foreclosure, receivership, sheriff’s sale, or other transfer to a Mortgagee permitted under Section 12(h) shall also constitute a Permitted Transfer, and such Mortgagee shall not be required to assume Developer’s obligations except as expressly provided in Section 12(h).

(o) **“Project Site”** shall mean the real property located in Bristol, Indiana as specified on **Exhibit A**, as may be updated by a subsequent survey.

(p) **“Qualifying Investments”** means commercially reasonable, actual out-of-pocket expenditures paid or incurred by Developer for the operation, maintenance, repair, improvement, development, preservation, or enhancement of the Project Site as a public-

access golf course, including clubhouse improvements, irrigation improvements, course improvements, turf improvements, public restroom improvements, cart acquisitions or leases, golf course and maintenance equipment, payroll and employee benefits for employees working at or primarily supporting the Project Site, ordinary-course management costs, insurance, utilities, supplies, golf professional fees, and other capital or operational expenditures directly related to the Project Site. Qualifying Investments shall not include debt service, financing costs, income taxes, depreciation, amortization, distributions to members, unrelated corporate overhead, non-arm's-length affiliate charges in excess of commercially reasonable amounts, or expenditures not directly related to the Project Site. Qualifying Investments constituting ordinary-course operating expenditures expressly included within the definition of Qualifying Investments shall be credited toward the applicable investment commitment regardless of whether such expenditures are capitalized for accounting or tax purposes; provided that such expenditures must be commercially reasonable, actually paid or incurred, directly related to the operation, maintenance, preservation, or improvement of the Project Site as a public-access golf course, and not duplicative of amounts otherwise credited toward the investment commitment. The Town may reasonably require supporting documentation sufficient to verify such expenditures.

(q) **“Required Permits”** shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of the Project.

(r) **“Tax Increment”** shall mean all real property tax proceeds attributable to the assessed valuation within the Allocation Area as of each assessment date in excess of the base assessed value as described in Indiana Code 36-7-14-39(b)(1).

(s) **“Term”** shall mean the duration from the Execution Date through the Completion Date.

2. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article.

3. **Mutual Assistance.** The parties agree, subject to further proceedings required by Law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Local Government Bodies, their best efforts to hold certain public hearings and adopt certain ordinances and resolutions) as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

4. **Scope of Project.**

(a) **Project.** Subject to the performance by the Local Government Bodies of their respective obligations under this Agreement, the Developer shall: (a) improve the Project Site as described in **Exhibits A and B** attached hereto and shall construct the Project as more particularly described in **Exhibit B** attached hereto and incorporated herein; (b) construct and complete the Project in accordance with this Agreement; (c)

obtain all Required Permits; (d) execute and perform the Ancillary Agreements; and (e) perform its other obligations set forth in this Agreement. Notwithstanding the foregoing, the scope, sequencing, and specific improvements comprising the Project are subject to Developer’s allocation and modification rights under Section 5.

(b) Commencement of Project. The Developer shall commence implementation of the Project, including the making of Qualifying Investments, not later than sixty (60) days following the Execution Date. Developer shall implement and complete the Project: (i) in a good and workmanlike manner to the extent applicable; (ii) by the Completion Date, subject only to permitted delays as provided for in this Agreement; and (iii) in compliance with the Laws. For purposes of Section 11(d), references to commencement of construction or construction work shall include commencement and continuation of material Project implementation activities, including Qualifying Investments.

(c) Amendment of Economic Development Area. The Local Government Bodies shall each, subject to further proceedings required by Law, use their best efforts to amend the Economic Development Area, pursuant to Indiana Code 36-7-14, and establish the Allocation Area, pursuant to Indiana Code 36-7-14, the boundaries of which are coterminous with the Project Site. It is currently contemplated that the Project will result in improvements to the Project Site, which will result in increases in assessed valuation of the real property and personal property that will generate Tax Increment revenues within the Allocation Area.

5. Commitments of Developer. Developer does hereby agree to fulfill the following commitments (collectively, the “Developer Commitments”):

(a) By December 31, 2028, Developer shall have made aggregate Qualifying Investments of no less than Eight Hundred Twenty-Two Thousand Dollars (\$822,000) toward the Aggregate Investment Commitment described below (the “Two-Year Investment Milestone”);

(b) By the Completion Date, Developer shall have made aggregate expenditures of no less than Five Million Nine Hundred Twenty-Two Thousand Dollars (\$5,922,000) for the Project, consisting of Qualifying Investments and expenditures on community programs and partnerships related to the Project Site (the “Aggregate Investment Commitment”);

(c) Developer may allocate and reallocate the Aggregate Investment Commitment among capital improvements, operational expenditures, community programs and partnerships, and other Qualifying Investments described in Exhibit B, and may modify the timing, sequencing, or scope of individual improvements based on actual operating needs, market demand, course conditions, seasonal factors, contractor availability, financing considerations, or other commercially reasonable business factors, without prior Town approval; provided that no such adjustment may reduce the Aggregate Investment Commitment, extend its completion beyond the Completion Date, or eliminate a material public-access golf course component of the Project;

(d) The categories, amounts, and individual improvements identified in Exhibit B are intended as planning estimates and may be modified, deferred, replaced, or substituted by Developer in accordance with Section 5(c). Except for the Two-Year Investment Milestone, there shall be no separate minimum investment requirement for any particular category of capital, operational, community, equipment, clubhouse, course, or infrastructure expenditures, and all expenditures otherwise qualifying under this Agreement shall be credited toward the Aggregate Investment Commitment; and

(e) Comprehensive Investment Plan. Within ninety (90) days after the Execution Date, Developer shall submit to the Local Government Bodies a written plan showing Developer’s anticipated Qualifying Investments and other expenditures by general category and year through the Completion Date (the “**Comprehensive Investment Plan**”). Developer shall update the Comprehensive Investment Plan annually with the Annual Compliance Report and identify any material changes. The Comprehensive Investment Plan and each update are planning estimates only and do not limit Developer’s rights under Sections 5(c) and 5(d) or establish any separate investment requirement, binding interim deadline, or independent basis for default.

(f) Verifying Documentation. Within ninety (90) days after the end of each calendar year, Developer shall submit to the Town an annual compliance report certified by an authorized officer of Developer as true, accurate, and complete (the “Annual Compliance Report”). The Annual Compliance Report shall include: (a) a summary of expenditures credited toward the Aggregate Investment Commitment during the prior calendar year; (b) a cumulative schedule of such expenditures by general category; (c) a brief narrative describing completed improvements, ongoing work, and anticipated work for the following year; (d) reasonable supporting documentation, which may include invoices, receipts, payroll summaries, equipment purchase or lease records, contracts, paid statements, or other customary business records; and (e) confirmation that the Project Site continues to be operated as a golf course available to the general public. Developer shall not be required to provide audited financial statements unless reasonably requested by the Town following a material discrepancy, suspected Event of Default, or failure to provide reasonable supporting documentation.

6. [Reserved].

7. Local Government Bodies’ Conditions to Closing. The obligations of the Local Government Bodies with respect to Closing shall be subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7

- (a) the Economic Development Area has been amended;
- (b) the Allocation Area has been established;
- (c) the representations and warranties of the Developer contained in Section 8 of this Agreement continue to be true, complete and accurate in all material respects at Closing;

(d) No act, event, occurrence or circumstance which constitutes an Event of Default, or which with the passage of time or giving of notice or both would constitute an Event of Default, has occurred and is continuing; and

(e) Developer has carried out in all material respects its obligations under this Agreement and is in compliance in all material respects with the covenants specified in Section 8 of this Agreement, to the extent that such obligations and covenants are required to have been carried out or are applicable at the Closing Date.

If one or more of the conditions set forth in this Section 7 is not, or cannot be, timely and completely satisfied, then the Local Government Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to Closing; or (ii) terminate this Agreement by a written notice to Developer; provided that, with respect to breaches of this Agreement by Developer, the Local Government Bodies shall have all of the rights and remedies set forth in this Agreement. Notwithstanding anything to the contrary set forth herein, the Local Government Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section 7.

8. **Representations, Warranties, Covenants, and Consents of Developer.**

(a) Authority. Developer represents and warrants to the Local Government Bodies that: (i) Developer is a limited liability company duly existing and validly formed under the laws of the State of Indiana; (ii) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) Developer has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) Developer duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder; and (v) this Agreement is the legal, valid, and binding obligation of Developer, enforceable against the Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights in general and by general principles of equity; (vi) Developer, for itself, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; and (vii) Developer agrees that it shall provide the Town with progress and meeting reports on the Project within five (5) business days of the Town’s request for such progress and meeting reports.

(b) Existing Agreements. The execution and delivery of this Agreement, the Ancillary Agreements and any and all related agreements and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under any of Developer’s organizational documents or the material provisions of any bond, debenture, note or any other evidence of indebtedness, loan agreement, lease or other contract to which it is a party or by which it is bound, the breach of which would have a material adverse effect on Developer or affect its ability to perform its obligations under this Agreement, the Ancillary Agreements or any related agreements, or to the best of its actual knowledge, violate any law, regulation or order of the United States of America, or the State of Indiana or any agency or political subdivision thereof or any court

order or judgment in any proceeding to which Developer is or was a party or by which it is bound.

(c) Compliance with Law. Developer agrees to comply in all material respects with all applicable Laws related to the construction, development and use of the Project Site and the Project.

(d) No Pending Litigation. There is no action, suit, proceeding or investigation, at law or in equity, or by or before any United States court, arbitrator, administrative agency or other federal, state or local governmental authority, pending or, to the actual knowledge of it, threatened against Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity of this Agreement or a material adverse effect on the transactions contemplated hereby.

(e) Capacity and Capability. Developer has the requisite capacity and capability to administer and complete the Project.

(f) Permits/Licenses. Developer has obtained (or will obtain) all Required Permits, reviews, licenses, actions and approvals to construct and complete the Project and to meet all requirements of applicable Laws in the completion thereof.

(g) Taxes. As long as Developer owns the Project Site, Developer assumes and agrees to pay all real estate taxes and assessments becoming a lien against the Project Site located in the Allocation Area whenever assessed, due and payable. During the Term, Developer shall not initiate, support, or prosecute any appeal, challenge, exemption request, abatement request, or other proceeding that would reduce the assessed value of the Project Site or otherwise reduce Tax Increment generated from the Allocation Area without the Town's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Town may withhold consent if the proposed appeal would reasonably be expected to materially impair Tax Increment, the public financing assumptions for the Project, or the public purposes of this Agreement. Notwithstanding the foregoing, Developer may correct clerical errors, duplicate assessments, assessments based on property not owned by Developer, or other objectively verifiable assessment errors, provided Developer gives the Town at least fourteen (14) days' prior written notice and reasonably cooperates with the Town to avoid material impairment of Tax Increment.

(h) Records and Reporting. Developer shall keep and maintain in its offices, complete and accurate records and supporting documents relating to the construction and completion of the Project.

(i) Inspection of Records. Any duly authorized representative of the Town, shall, during regular business hours of Developer, upon not less than five (5) days' prior written notice, have access to and the right to examine the records and supporting documents required to be kept and maintained under Section 8(h) of this Agreement. Developer shall cooperate with the Town in connection with any such examination. Any examination will be at the expense of the Town.

(j) Inspection of Project. During construction of the Project, any duly authorized representative of the Town shall have access to and the right to walk through the Project during normal business hours, upon not less than three (3) calendar days' written notice to Developer. Any inspection will be at the expense of the Town.

(k) Execution of Documents. Developer will timely execute all necessary documents consistent with the terms of this Agreement required by the Town.

(l) E-Verify. All terms defined in Indiana Code § 22-5-1.7-1 *et seq.* are adopted and incorporated into this Section 8(l). To the extent that Developer hires employees, pursuant to Indiana Code § 22-5-1.7-1 *et seq.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after its decision to hire employees, Developer shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the Town with documentation that it has enrolled and is participating in the E-Verify program.

9. Rights of First Offer and First Refusal.

(a) Right of First Offer. The rights set forth in this Section 8(l) shall not apply to any Permitted Transfer. If, during the Term, Developer intends to sell its fee simple interest in the Project Site to a non-affiliated third party, Developer shall, prior to soliciting or entertaining any third-party offers, deliver written notice to the Town (the "ROFO Notice") of such intent together with all material financial and non-financial terms and conditions upon which Developer is willing to sell, including the proposed purchase price, proposed closing date, form of consideration, material contingencies, allocation of risk, and such supporting information as is reasonably necessary for the Town to evaluate the proposed transaction. The Town shall have thirty (30) days following receipt of the ROFO Notice to deliver written notice to Developer that either accepts the proposed terms or delivers a good-faith counteroffer setting forth the material terms and conditions upon which the Town would be willing to purchase the Project Site. If the Town delivers a counteroffer, the parties shall negotiate in good faith for a period of thirty (30) days following Developer's receipt thereof. If the parties do not reach agreement on mutually acceptable material terms within such period, the Town's rights under this Section 9(a) shall terminate solely with respect to the terms described in the applicable ROFO Notice, and Developer, subject to Section 9(b), may offer the Project Site to third parties only on terms that are not materially more favorable to such third party than those offered to the Town. Any purchaser shall assume in writing the obligations, use restrictions, and covenants applicable to the Project Site.

(b) Right of First Refusal. If, during the Term, Developer receives a bona fide written offer from a non-affiliated third party to purchase the Project Site (each, a "Third-Party Offer"), Developer shall within ten (10) days following receipt of the Third-Party Offer deliver written notice to the Town (the "Offer Notice") identifying all proposed parties to the transaction and setting forth all material financial and non-financial terms and conditions of such Third-Party Offer (the "Material Terms"), together with a true,

complete, and unredacted copy of the Third-Party Offer. Each Offer Notice shall constitute an offer by Developer to sell the Project Site to the Town on the same Material Terms, including the bona fide purchase price offered by the third party and not a price determined by assessed valuation (the “ROFR Offer”). The Town shall have thirty (30) days following the Town’s receipt of the Offer Notice (the “Exercise Period”) to accept the ROFR Offer by delivering written notice of acceptance to Developer. Any acceptance by the Town shall be deemed an acceptance of the ROFR Offer on the Material Terms; provided, however, the Town shall not be required to accept any non-financial terms or conditions contained in any Material Terms. If the Town does not accept the ROFR Offer within the Exercise Period, Developer may consummate the transaction with the third party identified in the applicable Offer Notice only on terms that are identical in all material respects to the Material Terms set forth in such Offer Notice and only if the purchaser assumes in writing the obligations, use restrictions, and covenants applicable to the Project Site. Any material change to the Material Terms, including changes to purchase price, form of consideration, closing conditions, indemnification obligations, financing contingencies, or allocation of risk, shall be deemed to constitute a new Third-Party Offer and shall require delivery of a new Offer Notice and a new Exercise Period.

(c) Failure to Sell and Continuing Right. If: (i) no sale of the Project Site is consummated within twelve (12) months following the expiration or termination of the Town’s rights under Section 9(a), or (ii) if any third-party transaction contemplated under Section 9(a) is terminated or not consummated for any reason, then any subsequent effort by Developer to sell or convey the Project Site shall again be subject to the requirements of this Section 8(l), and Developer shall not offer or enter into any agreement to convey the Project Site to a third-party without first complying in full with Sections 9(a) and 9(b), as applicable.

10. **Authority; Future Actions**. The parties acknowledge that the agreements of the Local Government Bodies under this Agreement are subject to future actions by such bodies, and by the bodies of the Council, and compliance with statutory procedures required by Law, including public notice and public hearing requirements. The Local Government Bodies agree to use their best efforts to complete such statutory procedures, and to coordinate with the governing bodies of the Council to complete such statutory procedures, and to take the final actions required to implement such agreements.

11. **Default**.

(a) Events of Default. It shall be an event of default if Developer fails to perform or observe any term or condition of this Agreement to be performed or observed by it, and such default is not cured within the applicable Cure Period (“Event of Default”). Without limiting the foregoing, any failure by Developer to timely submit an Annual Compliance Report, provide requested supporting documentation, maintain required records, or any material misstatement or false certification in connection therewith, shall constitute an Event of Default. In addition, each of the following shall constitute an immediate Event of Default by Developer without any requirement for notice or opportunity to cure: (i) Developer commences a voluntary case under any bankruptcy, insolvency, receivership, or similar debtor-relief law; (ii) Developer consents to, or fails to

contest in a timely and appropriate manner, any involuntary bankruptcy, insolvency, receivership, or similar proceeding filed against Developer; (iii) a receiver, trustee, custodian, assignee, liquidator, or similar official is appointed for Developer or for all or any material portion of Developer's assets; (iv) Developer makes a general assignment for the benefit of creditors; (v) Developer admits in writing its inability to pay its debts as they become due; or (vi) Developer takes any action in furtherance of any of the foregoing. Notwithstanding the foregoing, the appointment of a receiver solely in connection with the enforcement of Permitted Financing shall be governed by Section 12(h) and shall not, by itself, constitute an immediate Event of Default under this Section.

(b) General Remedies. Whenever an Event of Default occurs, the Local Government Bodies may take whatever actions at Law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the Local Government Bodies under this Agreement; (iii) enforce the performance or observance by the Developer of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the Developer, any failure of the Developer to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the Local Government Bodies incur any costs or expenses in connection with exercising their rights and remedies under, or enforcing, this Agreement, then the Developer shall reimburse the Local Government Bodies for all such costs and expenses, together with interest at the rate of fifteen percent (15%) per annum. Upon the occurrence and during the continuance of any Event of Default, the Local Government Bodies may, in addition to any other rights or remedies available under this Agreement, at law, or in equity, require Developer to sell, transfer, or reconvey the Project Site to the Redevelopment Commission or its designee in accordance with the reconveyance procedures set forth in Section 11(e)(v). Developer acknowledges and agrees that the Local Government Bodies' right to require such sale, transfer, or reconveyance is a material inducement for entering into this Agreement and is necessary to preserve the public purposes of the Project, the continued use of the Project Site as a golf course available to the general public, and the anticipated benefits of the Allocation Area.

(c) Reconveyance Limited to Material Events of Default. Notwithstanding anything contained herein to the contrary, the Local Government Bodies' right to require reconveyance of the Project Site shall arise only following a Material Event of Default that remains uncured after expiration of all applicable Cure Periods. "Material Event of Default" means: (i) abandonment of the Project; (ii) cessation of operation of the Project Site as a golf course available to the general public in material violation of this Agreement or any recorded restrictive covenants; (iii) failure to satisfy any material investment milestone or the aggregate investment commitment after applicable notice and cure; (iv) unauthorized transfer, assignment, encumbrance, or change in control in violation of this Agreement; (v) a material misstatement, false certification, or repeated failure to provide required compliance reports or supporting documentation after notice and cure; (vi) waste, material deterioration, or failure to maintain commercially reasonable insurance that materially impairs the Project Site or public purposes of this Agreement; or (vii) any other material breach that substantially frustrates the public purposes underlying the conveyance of the Project Site. The Local Government Bodies shall retain all other rights and remedies

for Events of Default that do not constitute Material Events of Default. For the avoidance of doubt, Permitted Financing and any transfer to or acquisition by a Mortgagee permitted under Section 12(h) shall not constitute an unauthorized transfer, assignment, encumbrance, or change in control for purposes of clause (iv). Notwithstanding the foregoing or Section 11(d), the Local Government Bodies shall not exercise a reconveyance remedy during any Mortgagee cure, enforcement, or temporary holding period expressly permitted under Section 12(h).

(d) No Remedy Exclusive. Except as provided to the contrary in this Agreement, no right or remedy herein conferred upon, or reserved to, the Local Government Bodies is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at Law or in equity. No delay or omission by the Local Government Bodies to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle the Local Government Bodies to exercise any of their rights or remedies, it shall not be necessary for the Local Government Bodies to give notice to the Developer, other than such notice as may be required by this Agreement or by Law.

(e) Special Remedies.

(i) No Commencement. Subject to Section 12(q), if Developer has not commenced construction of the Project as provided in Section Error! Reference source not found., then, at any time until Developer commences construction of the Project, the Local Government Bodies may terminate this Agreement, in which event Developer shall: (i) have no further rights with respect to the Project or the Project Site; and (ii) reconvey the Project Site to the Redevelopment Commission.

(ii) Work Stop. Subject to Section 12(q), if all construction work of a material nature ceases with respect to the Project for a period of ninety (90) days, subject only to permitted delays as provided for in this Agreement, then, at any time until construction work of a material nature resumes, the Local Government Bodies may elect to terminate this Agreement. If the Local Government Bodies elect to terminate pursuant to this Subsection, then Developer shall reconvey the Project Site to the Redevelopment Commission, pursuant to the terms and conditions contained in Section 11(e)(v). In connection with such reconveyance, the Redevelopment Commission shall pay an amount equal to: (i) the cost to Developer of the new improvements in place on the Project Site, if any; minus (ii) \$3,218,000, and minus (iii) the costs and expenses incurred by the Local Government Bodies in connection with exercising their rights under this Subsection.

(iii) Delay. Subject to Section 12(p), if Developer fails to satisfy the Two-Year Investment Milestone by December 31, 2028, or the Aggregate Investment Commitment by the Completion Date, and such failure continues for

ninety (90) days after the applicable date, subject only to permitted delays under this Agreement, then:

(1) The Local Government Bodies, by delivery of written notice to Developer, may require Developer to submit to the Local Government Bodies, within fifteen (15) days, a Corrective Action Plan for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. At such time as the Local Government Bodies have approved a Corrective Action Plan, Developer shall implement, and diligently pursue the application of, such Corrective Action Plan.

(2) If Developer submits a Corrective Action Plan that is rejected by the Local Government Bodies, then the parties shall confer in good faith to agree upon a revised Corrective Action Plan. If the parties are unable to agree within thirty (30) days after such rejection, the Local Government Bodies may institute immediate equitable relief to protect the Project Site, preserve the Town’s rights, or prevent material impairment of the public purposes of this Agreement.

(3) If Developer:

- (a) fails to timely submit a Corrective Action Plan;
- (b) fails to agree to a Corrective Action Plan with the Local Government Bodies pursuant to the terms of this Section 11(e)(iii);
- (c) fails to implement either an approved Corrective Action Plan or a Corrective Action Plan jointly developed with the Local Government Bodies pursuant to this Section 11(e)(iii);
- (d) implements an approved Corrective Action Plan or a Corrective Action Plan jointly developed with the Local Government Bodies pursuant to this Section 11(e)(iii), but fails to diligently pursue the application thereof using commercially reasonable efforts and subject only to permitted delays as provided for in this Agreement; or
- (e) implements an approved Corrective Action Plan or a Corrective Action Plan jointly developed with the Local Government Bodies pursuant to this Section 11(d)(iii) and diligently pursues the application thereof, but, after completing all of its terms and conditions, remains more than ninety (90) days past the Two-Year Investment Milestone or the Completion Date, as applicable, without satisfying the corresponding investment commitment, subject only to permitted delays under this Agreement;

then the Local Government Bodies may pursue the remedies available under this Agreement, at law or in equity, including specific performance, damages, reimbursement, reconveyance, or other remedies expressly provided in this Agreement. Developer shall be responsible for all reasonable third-party costs and expenses to prepare and implement a Corrective Action Plan, including reasonable costs and expenses incurred by the Local Government Bodies in reviewing, approving, enforcing, or monitoring such Corrective Action Plan.

(iv) Sole Remedy. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Section 11(e)(iii) shall be the sole remedy available to the Local Government Bodies for the failures specified in this Section 11(e)(iii) until the applicable notice, cure, Corrective Action Plan, and mediation procedures, if any, have been completed or waived; provided that the Local Government Bodies shall have the remedy of specific performance and may seek immediate equitable relief when reasonably necessary to protect the Project Site, preserve the Town's rights, or prevent material impairment of the public purposes of this Agreement. For the avoidance of doubt, this subsection does not limit the Local Government Bodies' rights or remedies for any other Event of Default.

(v) Reconveyance Requirements. If the Local Government Bodies require reconveyance of the Project Site following an uncured Material Event of Default, Developer shall convey the Project Site to the Redevelopment Commission by deed in substantially the same form used at Closing. In connection with the reconveyance, the Redevelopment Commission shall pay Developer an amount equal to: (i) the verified, commercially reasonable cost of new improvements then located on the Project Site; minus (ii) the remaining economic development incentive offset; and minus (iii) the costs and expenses incurred by the Local Government Bodies in exercising their rights under this Agreement. The initial economic development incentive offset shall be Three Million Two Hundred Eighteen Thousand Dollars (\$3,218,000). The offset shall be reduced only in proportion to Developer's verified completion of the required Qualifying Investments and only for periods during which Developer remained in material compliance with the public golf-course use obligations. No reduction shall be available for any period during which Developer was in uncured Material Event of Default, failed to submit required Annual Compliance Reports, materially misstated compliance, or failed to provide reasonable supporting documentation. All amounts claimed by Developer shall be subject to audit by the Local Government Bodies. If Developer fails to execute the required deed within ten (10) days after written request, Developer appoints the President of the Redevelopment Commission as Developer's irrevocable attorney-in-fact to execute the deed on Developer's behalf. The Redevelopment Commission shall record the deed at its cost. The obligations in this Section shall survive termination of this Agreement.

(f) No Waiver. No review, approval, acceptance, audit, inspection, or failure to object by the Local Government Bodies with respect to any report, documentation, record,

or certification shall constitute a waiver of any Event of Default or limit the Local Government Bodies’ right to thereafter enforce compliance with this Agreement.

12. **General Provisions.**

(a) **No Agency, Partnership or Joint Venture.** Nothing contained in this Agreement nor any act of the Local Government Bodies, the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Local Government Bodies on the one hand and the Developer on the other.

(b) **Enforcement.** No entity other than Developer shall have the right to enforce the obligations of the Local Government Bodies under this Agreement; provided, however, that any transferee under a Permitted Transfer that assumes Developer’s obligations under this Agreement shall have the right to enforce the obligations of the Local Government Bodies under this Agreement to the same extent as Developer. Any collateral assignment of enforcement rights separate from a Permitted Transfer shall require the written consent of the Local Government Bodies. Notwithstanding Section 12(a) or the foregoing, a Mortgagee shall be an intended third-party beneficiary solely with respect to, and may enforce, the rights expressly granted to a Mortgagee under Section 12(h), without assuming Developer’s other obligations under this Agreement.

(c) **Indemnification.** Developer shall indemnify and hold harmless the Local Government Bodies from and against any and all Claims arising from or connected with the Project, except any Claims resulting from the gross negligence or willful misconduct of the Local Government Bodies. Notwithstanding anything to the contrary set forth herein, Developer’s obligations under this **Section 12(c)** shall survive the termination of this Agreement.

(d) **Notices.** All notices required to be given under this Agreement shall be in writing, and shall be hand delivered, mailed by email or 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 below:

To the Town: Town of Bristol, Indiana
 303 E. Vistula St.
 Bristol, IN 46507
 Attention: Mike Yoder, Town Manager
 mikeyoder@bristol.in.gov

With a copy to: Krieg DeVault LLP
 4101 Edison Lakes Parkway, Suite 100
 Mishawaka, IN 46545
 Attention: Alex Bowman, Esq.
 abowman@kdlegal.com

To the Redevelopment Commission:

Bristol Redevelopment Commission
303 E. Vistula St.
Bristol, IN 46507
Attention: President

To Developer: Old Bristol Golf Club LLC
3610 Bent Oak Trail
Elkhart, IN 46517

With copy to: Albatross Group LLC
3610 Bent Oak Trail
Elkhart, IN 46517

Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

(e) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) Amendment. This Agreement may be amended only in writing signed by each of the parties.

(g) Assignment. This Agreement shall run with the Project Site and shall be binding on successors in title to the Allocation Area until the expiration of the Term. Developer may assign this Agreement or transfer the Project Site without prior Town consent to: (i) an entity controlling, controlled by, or under common control with Developer; or (ii) a successor by merger, conversion, or internal reorganization, provided that in each case Developer provides prior notice of such assignment or transfer to the Local Government Bodies and the transferee assumes in writing all obligations of Developer under this Agreement, the use restrictions and covenants remain in full force and effect. Any other transfer, assignment, or change in control shall require the Town’s prior written consent, in the Town’s sole discretion. Notwithstanding any assignment permitted under this Section 12(g), Developer shall remain liable to perform all obligations under this Agreement unless the Local Government Bodies expressly release Developer in writing. The Local Government Bodies may, without the prior written approval of Developer, assign this Agreement to another agency or instrumentality of the Town that legally is able to perform the respective obligations hereunder. Notwithstanding the foregoing, a transfer to or acquisition by a Mortgagee pursuant to Section 12(h) shall constitute a Permitted Transfer without prior Town consent, and the obligations of such Mortgagee shall be governed exclusively by Section 12(h).

(h) Mortgagee and Foreclosure Protections.

- (i) Developer may mortgage, pledge, grant a deed of trust, assign rents with respect to, or otherwise encumber the Project Site or any interest therein, provided that, before granting any such lien or encumbrance, Developer obtains and delivers to the Local Government Bodies the written acknowledgment and consent required by Section 12(h)(ii). Subject to that requirement, no further notice to or consent of the Local Government Bodies shall be required if the aggregate outstanding principal amount of all indebtedness secured by the Project Site does not exceed Nine Hundred Sixty-Four Thousand Dollars (\$964,000) (the “Permitted Financing Threshold”), representing twenty-five percent (25%) of the \$3,856,000 appraised value of the Project Site reflected in an appraisal received by the Town. Any financing that would cause the aggregate outstanding principal amount of indebtedness secured by the Project Site to exceed the Permitted Financing Threshold shall require the prior written consent of the Local Government Bodies, which may be granted, conditioned, or withheld in their sole discretion. “Permitted Financing” means financing within the Permitted Financing Threshold or financing above the Permitted Financing Threshold approved in writing by the Local Government Bodies, in each case for which Developer has satisfied Section 12(h)(ii). Permitted Financing shall not constitute an Event of Default, Material Event of Default, or unauthorized encumbrance under this Agreement. Any lien or encumbrance granted without compliance with this Section 12(h) shall be unauthorized under this Agreement, and the holder thereof shall not receive any protection under this Section 12(h).
- (ii) Before Developer grants any lien or encumbrance, the applicable mortgagee, lender, trustee, or other secured party (each, a “Mortgagee”) shall execute and deliver to the Local Government Bodies a written agreement: (A) acknowledging that the continuing public-access golf-course and land-use restrictions applicable to the Project Site remain in effect; (B) consenting to the notice and cure rights of the Local Government Bodies under Section 12(h)(iii); and (C) agreeing to be bound by this Section 12(h). Upon a Mortgagee’s delivery of its notice address, the Local Government Bodies shall provide the Mortgagee a copy of each written notice of default delivered to Developer under this Agreement. The Mortgagee shall have the applicable Cure Period afforded to Developer plus sixty (60) additional days to cure such default. If the default cannot reasonably be cured without first obtaining possession or title, the Mortgagee shall, after expiration of the thirty (30)-day period under Section 12(h)(iii), have one hundred eighty (180) additional days to commence foreclosure, receivership, deed-in-lieu, or other appropriate enforcement proceedings and such additional time as is reasonably necessary to diligently complete them. During the

applicable cure and enforcement periods, the Local Government Bodies shall not exercise any termination, reconveyance, reentry, or similar remedy materially affecting the Mortgagee's interest, provided the Mortgagee maintains commercially reasonable insurance, prevents material waste, and preserves the continuing land-use restrictions. No Mortgagee shall, solely by holding a lien or acquiring title or possession through enforcement, be required to assume or satisfy Developer's Developer Commitments, Qualifying Investment obligations, investment deficiencies, or other monetary obligations. A Mortgagee's acquisition of title or possession through foreclosure, sheriff's sale, deed in lieu, receivership, or other enforcement shall constitute a Permitted Transfer, shall not require prior Town consent, and shall not trigger Section 9. The continuing public-access golf-course and land-use restrictions shall survive the acquisition. For a commercially reasonable period after acquisition, and for so long thereafter as Mortgagee is diligently marketing the Project Site for sale or transfer to a replacement owner or operator, the Mortgagee may hold, preserve, maintain, market, and sell the Project Site without operating the golf course or making Developer Commitments or Qualifying Investments, and a temporary cessation of golf-course operations during that period shall not, by itself, constitute an Event of Default or Material Event of Default. By the end of that period, the Mortgagee shall either resume operation of the Project Site as a public-access golf course in compliance with the continuing land-use restrictions or transfer the Project Site to a purchaser that agrees in writing to comply with those restrictions and assumes the obligations then applicable to the owner of the Project Site. Any subsequent voluntary sale by the Mortgagee to a third party shall be subject to Section 9.

- (iii) Before commencing foreclosure or exercising any other remedy against the Project Site based on a default under the secured loan documents, a Mortgagee shall provide the Local Government Bodies written notice of the default, the amount and information reasonably necessary to cure or reinstate the loan, and thirty (30) days to cure. The Mortgagee shall accept any timely cure and may proceed with its remedies only if the Local Government Bodies decline or fail to timely cure. The Local Government Bodies shall have no obligation to cure. Developer shall reimburse any cure amounts upon demand, with interest at the rate provided in Section 11(b). The thirty (30)-day period under this subsection shall expire before the Mortgagee commences any enforcement proceeding contemplated by Section 12(h)(ii). This subsection governs defaults under the secured loan documents and does not otherwise modify the Mortgagee cure periods for Developer defaults under this Agreement provided in Section 12(h)(ii).

(i) Insurance. During the term of the Project, the Developer shall maintain the policies of comprehensive general liability with limits of not less than five million dollars (\$5,000,000) per occurrence, workers compensation as required by statute, and such other insurance forms as may be reasonably requested by the Town. Each such policy shall: (a) be written by a company reasonably acceptable to the Town; and (b) provide that it shall not be modified or canceled without written notice to Town at least thirty (30) days in advance. The policy of general liability insurance required by this Section 12(i) to be maintained by Developer shall name the Local Government Bodies as additional insureds. Developer shall deliver to the Town certificates of the insurance policies required by this Section 12(i), executed by the insurance company or the general agency writing such policies. Other required coverages may be specified in the Ancillary Agreements.

(j) Governing Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana, excluding its conflict of laws rules.

(k) Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana. Developer hereby waives, to the extent permitted under applicable Law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

(l) Costs and Attorneys’ Fees. In addition to any other relief to which a party to this Agreement shall be entitled, in the event it is determined by a court of competent jurisdiction that either party has not substantially complied with the terms of this Agreement without sufficient cause, the prevailing party shall be entitled to recover from the other party the costs and reasonable attorneys’ fees incurred by the prevailing party in seeking: (i) compliance with this Agreement; (ii) enforcement of this Agreement; or (iii) relief from the other party’s failure to substantially comply with any provision of this Agreement.

(m) Waiver. No delay or failure by Developer or the Local Government Bodies to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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

(o) Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Local Government Bodies have approved or ratified this Agreement at public meetings, as required under Indiana law.

(p) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.

(q) Force Majeure. Notwithstanding anything to the contrary set forth herein, no party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, nationwide declared emergency concerning a pandemic, blockage, embargo, labor dispute, strike, lockout or interruption or failure of power sources; provided, however, no obligation shall be delayed under this Section 12(q) unless notice of the event giving rise to the delay is provided to the other party within ten (10) days of the event first occurring. In such circumstances, the other party's failure to perform its obligations shall be excused for the period of days that such performance is delayed or prevented due to the Force Majeure event, and the deadlines for such observation, performance and satisfaction of its obligations under this Agreement, as applicable, shall be extended for the same period.

(r) Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

(s) No Personal Liability. No member, manager, officer, employee, agent, or affiliate of Developer shall have any personal liability for any obligation of Developer arising under this Agreement solely by reason of such person's status or relationship with Developer. The obligations contained herein are obligations solely of Developer unless such person separately agrees otherwise in a written instrument executed by such person

(Signature pages to follow)

IN WITNESS WHEREOF, undersigned have caused this Economic Development Agreement to be executed in their respective names as of the date listed below.

DEVELOPER:

OLD BRISTOL GOLF CLUB LLC,
an Indiana limited liability company

Date: _____

By: _____

Name: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, the _____ of Old Bristol Golf Club LLC, an Indiana limited liability company, who acknowledged the execution of the above and foregoing instrument on behalf of said company and who, having been first duly sworn by me upon his oath, stated that all of the representations contained therein are true to the best of his belief and knowledge.

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

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

[Executions Continued on Following Page]

LOCAL GOVERNMENT BODIES:

TOWN OF BRISTOL, INDIANA

Date: _____

By: _____
Jeff Beachy, Town Council President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeff Beachy, Town Council President of the Town of Bristol, Indiana, who acknowledged the execution of the above and foregoing instrument on behalf of said Town and who, having been first duly sworn by me upon his oath, stated that all of the representations contained therein are true to the best of his belief and knowledge.

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

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

[Executions Continued on Following Page]

BRISTOL REDEVELOPMENT COMMISSION

Date: _____

By: _____
Doug DeSmith, President

ATTEST:

By: _____
Gregg Tuholski, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Doug DeSmith and Gregg Tuholski, the President and Secretary respectively, of the Bristol Redevelopment Commission, who acknowledged the execution of the above and foregoing instrument on behalf of said entity and who, having been first duly sworn by me upon their oath, stated that all of the representations contained therein are true to the best of their belief and knowledge.

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

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

Prepared by and return after recording to:

Alex C. Bowman
Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, Indiana 46545
Phone: (574) 485-2001

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/ Alex C. Bowman

INDEX TO EXHIBITS

Exhibit A – Legal Description of Project Site

Exhibit B – Project Description

Exhibit C – Economic Development Area

Exhibit D – Raber Allocation Area

EXHIBIT A**Legal Description of Project Site**

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)

EXHIBIT B

Project Description

[Developer Project Proposal, Attached]

Formal Bid and Investment Proposal for Raber Golf Course

Submitted to: Town of Bristol Redevelopment Commission

Submitted by: Albatross Group, LLC

Date: October 30, 2025

Executive Summary

Albatross Group, LLC is honored to submit this formal bid and proposal to acquire the property known as Raber Golf Course, located at 1417 W. Vistula Street, Bristol, Indiana. Our offer of \$15,000 represents a fair and good-faith purchase price that accounts for the property’s restricted-use status as a public recreational greenbelt. In exchange, Albatross commits to assuming full operational and financial responsibility for the property, including all future maintenance, capital improvements, and staffing.

Over the next decade, Albatross Group will invest more than \$5.9 million into Raber Golf Course. This commitment will not only exceed the Town’s minimum valuation of \$3.5 million but also ensure that Raber remains a thriving, well-maintained public facility and a centerpiece of the Bristol community.

Our Mission and Vision for Raber Golf Course

Our vision is to restore Raber Golf Course to a position of pride within the Town of Bristol—an inviting, financially sustainable, and visually beautiful public amenity. We aim to enhance both the golf experience and the surrounding property aesthetics, ensuring the course continues to be a source of community recreation, employment, and economic vitality.

To achieve this, Albatross Group will focus on three primary objectives:

1. Enhancement of Course Quality and Guest Experience – Improving turf health, playability, and aesthetics to bring the course to regional competitive standards.
2. Revitalization of Clubhouse and Facilities – Modernizing interior and exterior spaces to create a welcoming environment for players and visitors.
3. Community Connection and Programming – Expanding partnerships with youth golf initiatives such as First Tee, hosting local events, and increasing access to golf for all ages.

Immediate Two-Year Investment Plan

The first two years following acquisition will focus on visible, high-impact projects that strengthen operations, improve appearance, and elevate customer satisfaction. This plan totals \$822,000, which includes the \$400,000 purchase of existing equipment already secured through a signed Letter of Intent (LOI) with the current operator.

Year 1 — \$606,000

- Equipment purchase (existing course assets) — \$400,000

- Irrigation repairs and control upgrades — \$30,000
- Pro shop refresh (paint, flooring, fixtures) — \$15,000
- Cart replacements (≈5) — \$40,000
- Added seasonal staffing — \$90,000
- Tee sheet / POS software and hardware — \$6,000
- Course conditioning supplies (sand, seed, wetting agents) — \$10,000
- Entry landscaping and signage design/permitting — \$15,000

Year 2 — \$216,000

- Irrigation upgrades (satellites, decoders, heads) — \$25,000
- Pro shop refresh (counter, security) — \$10,000
- Cart replacements (4-5) — \$40,000
- Added seasonal staffing — \$90,000
- Software renewals — \$6,000
- Course conditioning supplies (sand, overseed, tree work) — \$25,000
- Landscape finish — \$10,000
- Parking lot improvements — \$10,000

Total Two-Year Commitment:

Year 1: \$606,000

Year 2: \$216,000

Total Two-Year Investment: \$822,000

Long-Term Capital and Operational Investments

Following the initial improvement phase, Albatross will continue to reinvest in Raber Golf Course through significant capital improvements and enhanced operating budgets. Planned initiatives include full irrigation replacement, drainage improvements, cart path resurfacing, clubhouse renovations, and equipment upgrades. These projects are projected to exceed \$1.5 million, with total operational investments over ten years estimated at \$3.5 million.

Comprehensive 10-Year Investment Summary

Category	Description	Amount
Two-Year Improvement Plan	Irrigation, carts, pro shop, staffing, landscaping, parking lot, and acquisition of existing equipment	\$822,000
Long-Term Capital Improvements	Irrigation replacement, drainage, facilities, and equipment modernization	\$1,500,000+
Operational Investments (10 years)	Maintenance, staffing, supplies, and course quality reinvestment	\$3,500,000+
Community Programs & Partnerships	Youth golf initiatives, First Tee expansion, and community events	\$100,000+
Total Projected 10-Year Investment		\$5,922,000+

Financial Capacity and Experience

Albatross Group, LLC brings extensive experience and proven financial strength in the successful ownership and operation of multiple golf properties across Northern Indiana. The group currently owns and operates Black Squirrel Golf Club (Goshen, IN), Bent Oak Golf Club (Elkhart, IN), and South Bend Country Club (South Bend, IN). Under our management, each of these facilities has seen improved profitability, enhanced playing conditions, and stronger community engagement.

Community & Economic Benefit

The Town of Bristol will benefit from a partnership with a proven and experienced operator. Albatross Group’s management of Black Squirrel Golf Club, Bent Oak Golf Club, and South Bend Country Club demonstrates our capacity to strengthen facilities both operationally and financially. Additionally, we recommend that the Blue 9 holes be considered for separate sale and development, providing the Town with increased tax revenue and long-term economic growth potential while maintaining 18 holes for public golf use.

Purchase Offer and Closing Commitment

Purchase Price: \$15,000

Closing Timeline: January 2026 (Negotiable)

Use Restriction: The property will remain in compliance with existing deed restrictions.

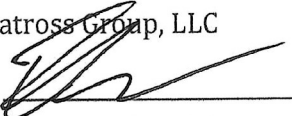
Buyer Commitment: Albatross will assume all future costs related to operation, maintenance, insurance, and capital improvements.

Conclusion

Albatross Group's proposal represents not only the highest long-term economic and community value for the Town of Bristol, but also the most sustainable path forward for Raber Golf Course. With an immediate \$822,000 investment, more than \$5.9 million in total planned reinvestment, and a proven track record of success in similar projects, Albatross is uniquely positioned to protect and enhance this community asset for generations to come.

Respectfully submitted,

Albatross Group, LLC

By: 

Name: Erik Johnson

Title: Partner

Date: 10-30-25

EXHIBIT C**Economic Development Area**

The Consolidated Area is located in Washington Township in the Town, more particularly described as follows and as shown on the map attached as Exhibit A to the Declaratory Resolution No. 12-18-2025-23.

All real estate located in the Town's corporate limits as the corporate limits will exist on December 18, 2025, and which real estate is located (generally) (1) north of the Norfolk & Southern Railroad tracks in the Town, east of State Road 15, including the right-of-way under and on both sides of the paved portion of State Road 15 in the Town, and (2) south of the Norfolk & Southern Railroad tracks in the Town, but including also all of that property north of said railroad tracks which is part of Earthway Rail Park.

EXHIBIT D

The parcel listed below shall be added to the Consolidated State Road 15 Economic Development Area and part of the Raber Allocation Area:

County Parcel Number	State Parcel Number:	Owner:
03-28-401-011-031	20-03-28-401-011.000-031	Town of Bristol, Indiana

Map of Raber Allocation Area:

