



# TOWN COUNCIL REGULAR MEETING

Thursday, February 06, 2025 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

### REPORTS

#### 7. TOWN MANAGER

- a. EV Charging Station host agreement
- b. Amended the employee handbook to make the changes for the PD holiday pay change.
- c. Approve salary Ordinance amendment 2/6/2025-3

Changes are:

Page 4 – Remove the heading “Civilian Employees” under the “Overtime/Compensatory Time/Flexitime” section

Page 5 – Removed the heading “Police Department Employees and the subsequent paragraph

Page 9 – Add a total cost amount per employee, for life and STD insurance, to the paragraph under the bullet point

Page 12 – Under the heading “Holidays”, change “eligible employees” to “eligible civilian employees

Page 12 – Remove the final line of the table with the 2026 New Year’s Day holiday

Page 13 – Change the wording to state, “Police officers will receive holiday pay at a rate of time and one-quarter the police officer’s regular rate of pay and will receive straight-time pay for all hours worked on the holiday.”

d. Adoption of Town of Bristol Section 125 Plan

e. Project update report

**8. CLERK-TREASURER**

**9. TOWN ATTORNEY**

**10. PRIVILEGE OF THE FLOOR (Public Comments to Council)**

a. Please state your name and address | 3-minute guideline for comments

**11. TOWN COUNCIL DISCUSSION ITEMS**

a. Doug DeSmith

b. Dean Rentfrow

c. Cathy Burke

d. Gregg Tuholski

e. Jeff Beachy

**NEXT MEETINGS:**

**12. MOTION TO ADJOURN**

**ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT**

This Electric Vehicle Charging Station Host Site Agreement (this “Agreement”), effective as of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), is entered into by and between **Michiana Area Council of Governments (“MACOG”)** whose address is 227 W. Jefferson Blvd, 1120 County-City Building, South Bend, IN 46601, and **Town of Bristol (“Site Owner”)**, owning the property located at 303 E Vistula St, Bristol, IN 46507 (Town Hall) (the “Host Site”). **MACOG** and Site Owner are each a “Party” to this Agreement and together are the “Parties.”

**Background**

Site Owner desires to have a public electric vehicle charging station installed at the Host Site as part of MACOG’s Regional Charging & Fueling Infrastructure Project (the “Project”) funded by the Federal Highway Administration.

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

1. **Term.** The term of this Agreement begins on the Effective Date and ends **5 years following the date that the station is first operational** (the “Term”). The Federal Highway Administration requires that the Project comply with the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR 680), including that stations are maintained for a period of not less than 5 years from the initial date of operation. Site Owner must ensure that this provision is met even if there are changes in ownership of the property. In the event of a change in ownership this may include adding a clause approved by MACOG into a purchase agreement, or establishing an easement prior to the sale of the property. To ensure this occurs, Site Owner shall notify MACOG of a pending transfer of the Host Site not later than ninety (90) days prior to closing on any such transfer. In the event that the Site Owner fails to meet its obligations in this section and the new owner causes the station to be removed or disabled prior to the end of the Term, the prior Site Owner shall be responsible for reimbursing MACOG for the federal share of the project cost, as liquidated damages and not as a penalty.
2. **Grant Funds.** MACOG will manage all grant funds, procurement, and contracts related to the implementation of this Project. MACOG is not making a sub-award of funding to the Site Owner. However, Site Owner, in order to receive the benefit of hosting Level 2 electric vehicle charging equipment on the Host Site, agrees to its obligations as outlined in this Agreement to ensure that all grant terms and conditions and programmatic requirements are met.
3. **Equipment.** MACOG will install Level 2 electric vehicle charging equipment capable of simultaneously charging at least four vehicles (together, the “Station”) on the Host Site under the Project. It is currently estimated that installation will

occur on or before December 31, 2025. However, such date is only an estimate, and MACOG shall not be liable for any delay in the estimated installation date.

- 4. Access to Host Site and Station.** During the Term, Site Owner shall provide MACOG and its employees, agents, and contractors with access to the Host Site and Station for installation, maintenance, data collection, and other uses consistent with this Agreement. For maintenance or troubleshooting that requires access to electric service or buildings, MACOG will attempt to give Site Owner at least 48 hours' prior notice before entering the Host Site; however, factors outside MACOG control may not always permit such prior notice. Further, given that a Station is required to be publicly accessible, MACOG staff shall have the right to inspect or test the Station at any time without notice. Site Owner recognizes its obligation to maintain the public accessibility of the Station on the Host Site for the term of this Agreement.
- 5. Access to Information.** Site Owner acknowledges that MACOG will be collecting Station usage data, including charge event information, such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period, revenue and operating cost information, and other anonymized data (collectively, "Data"). Site Owner acknowledges that the Data may be used and shared by MACOG for any lawful purpose, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. Site Owner hereby expressly grants MACOG rights to the Data as described in this paragraph.
- 6. Security.** Site Owner is responsible for installing and maintaining physical security strategies as agreed to in discussion with MACOG that may include lighting, siting and station design to ensure visibility from onlookers, measures to promote driver and vehicle safety, video surveillance, emergency call boxes, and fire prevention. MACOG has made an effort to select sites Host Sites that promote safety and include these measures. MACOG is prohibited from procuring or obtaining certain telecommunications and video surveillance services or equipment under this Award including Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company as detailed in Section 889 of Pub. L. No. 115-232 and 2 CFR. 200.216
- 7. Maintenance.** During the Term, MACOG and the Site Owner shall cooperate as follows to ensure the maintenance and reliability of the station meets the 97% minimum uptime as defined in the reliability standards in 23 CFR 680:

  1. Site Owner is responsible for immediately notifying MACOG of any issues resulting in downtime or requiring maintenance within 2 business days of observing the issue or being notified by a user. MACOG may also receive direct notification from Station users.

2. Within 2 business days after notification by a Station user or the Site Owner of an issue that results in downtime, MACOG shall immediately take one or more of the following actions:
  - Coordinate with the Station network provider or hardware manufacture,
  - Visit the Station for inspection, testing, and troubleshooting if necessary,
  - Direct the Site Owner to power cycle the unit, or
  - Initiate a service visit with an electrician.
3. Site Owner shall be responsible for maintaining the area around the Station in good condition, including pavement, vegetation, and parking bumpers and bollards, if any.
4. MACOG shall secure an extended 5 Year Parts and Labor Warranty (“Extended Warranty”) to ensure that the Station is covered during the Term for most issues that may arise during normal use. MACOG shall also identify warranty coverage options that provide coverage in the case of accidents or vandalism.
5. Accidents, Vandalism, and other issues not covered by warranty: For expenses to repair or replace a Station not covered by the Extended Warranty, MACOG shall be responsible for 20% of the cost. The Site Owner shall be responsible for the remainder that is not covered by MACOG’s 20% responsibility. MACOG will make a good faith, reasonable effort to secure funding from other sources (i.e. grants) to cover the remainder, however, MACOG does not guarantee that such additional funding will be available or that MACOG will be able to secure such additional funding. For example if no funding is secured, MACOG shall pay 20% and the Site Owner shall pay 80% of the total cost, inclusive of parts and labor.
  - Exception: If the need for the repairs and maintenance arises out of the negligence or intentional misconduct of Site Owner or its employees, agents, contractors, or invitees, in which event Site Owner shall reimburse MACOG for the full cost of such maintenance and/or repair within thirty (30) days after MACOG’s written request for reimbursement.
6. **Publicity.** Site Owner shall provide MACOG unlimited rights to take, use and publish photographs of the Station and Host Site, which may be included on printed materials or posted on websites in connection with the Project.
7. **Ownership.** Title to the Station shall remain with MACOG during the Term. Upon expiration of the Term, title to the Station shall automatically vest in Site Owner, and MACOG shall execute any documents necessary to effectuate this ownership transfer. Site Owner shall take title to the Station at this time in AS IS WHERE IS condition.

8. **Administrative Rights.** MACOG shall have the highest level of Administrative Rights within the Station software to manage the Station and access the Data. MACOG will not alter the User Fee without the prior written consent of the Site Owner.
9. **No Right to Remove, Move or Sell the Station.** The Site Owner may not sell, retire, dispose of, remove, allow to fall into a non-usable condition, or move any Station from their place of installation during the Term, without the prior written consent of MACOG.
10. **Insurance.** MACOG and Site Owner shall each be responsible for maintaining commercial general liability insurance.
  - MACOG shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for property damage, personal injury, and bodily injury (including wrongful death) insuring against any and all liability arising only out of presence or use of the Station.
  - Site Owner shall, at its sole cost and expense, throughout the Term maintain commercial general liability insurance (including contractual liability coverage) with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for property damage, personal injury, and bodily injury (including wrongful death) occurring on or about the Host Site and the Station and insuring against any and all liability arising out of Site Owner's ownership of the Host Site, including but not limited to the presence or use of the Station, insuring on an occurrence basis and naming MACOG as an additional insured. Site Owner shall provide proof of insurance upon request.
11. **Indemnification.** Site Owner and MACOG agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of the indemnifying party's negligent or intentional acts which result in damage to property or injury to person.
12. **Cost of Electricity & Operating Costs.** Site Owner shall be responsible for the cost of electricity associated with the Station, including the payment of all energy charges, fees, riders, taxes, demand charges, and other expenses billed by the electric utility, and fees deducted from revenue or charged by the network operator or credit card companies. In no case shall MACOG be responsible for reimbursing the Site Owner for operating costs.

- 13. Revenue & User Fees.** Site Owner shall collect all revenue generated by the Station from fees charged to Users (“User Fees”). Site Owner must comply with 23 CFR 680, which requires the pricing structure to be based on the price of electricity (\$/kWh), rather than time (\$/hour). The price structure may include other fees such as Overstay Fees or Idling Fees, when a vehicle exceeds a maximum allotted charging time or continues to be plugged in after fully charged. Site Owner shall not be expected to provide any revenue share to MACOG. However, in establishing the User Fees the Site Owner must comply with the requirements in 23 CFR 680 related to a reasonable return on investment.
- 14. Use of Program Income.** During the Term of this agreement, net income from the Station may only be used for any costs listed in 23 CFR 680 including the improvement and proper operation and maintenance of the EV charging station (reconstruction, resurfacing, restoration, and rehabilitation), and a reasonable return on investment on the funding contributed by Site Owner for the Project as under 23 CFR 680. After the expiration of this agreement, there are no restrictions on the reasonableness of User Fees or the use of program income.
- 15. Verifying Compliance with Program Income Requirements.** Annually, MACOG will compare revenue data and operating costs to verify if the Site Owner is generating a net income. If requested, Site Owner must provide information about electricity costs such as utility bills. Site Owner shall be responsible for submitting to MACOG at least annually any documentation of allowable uses of program income described in 23 CFR 680.
- 16. Provision of Electric Service.** Site Owner shall be responsible for providing power to the station, including arranging for new electric service or connection to existing electric service. The Station shall require a minimum of four (4) 40 amp circuits which will deliver up to 32 amps at 208 to 240 volts. The station must be designed to deliver a minimum of 6 kW to four vehicles simultaneously. This power level may provide about 20 to 25 miles of range per hour of charging. If the Site Owner prefers faster charging, MACOG can scope the project for equipment that delivers 10.5 kW or 19.2 kW. Such a request must be provided in writing to MACOG during preliminary engineering. All additional costs incurred to re-design the project after an initial design has been finalized will be the responsibility of the Site Owner. Costs to upgrade electric service such as transformers, conduit, trenching, new meters, subpanels, circuits, etc. shall be included in the overall scope of the Project installation coordinated by MACOG, and in the total cost of the project in determining the local match.
- 17. Utility accounts.** Any accounts necessary for the provision of electric service shall be in the name of the Site Owner.
- 18. Local Match.** Site Owner shall reimburse MACOG for the required non-federal local match, defined as at least 20% of the total project cost. MACOG shall make an effort to optimize the amount of federal funds available across all projects to

reduce the burden on the Site Owner, as the cost of installation and electric service upgrades may be widely variable. MACOG estimates that the local match will range between \$11,000 to \$15,000 per site. MACOG does not guarantee that this estimate is accurate for any particular Host Site.

- 19. Payment of Local Match.** Site Owner shall not be responsible for paying for any costs of the Project before such costs are incurred by MACOG. MACOG will deliver invoice(s) to the Site Owner to request reimbursement for the local match described in Section 18. MACOG may deliver separate invoices to the Site Owner for the local match for the various phases of the project such as completion of planning and design, purchase of hardware, and substantial completion of construction. Site Owner shall pay any invoice delivered to it by MACOG pursuant to this Section 19 within thirty (30) days. If the Site Owner identifies another entity who will provide the local match (i.e. financial sponsor), Site Owner may request that MACOG direct invoice(s) to the designated entity. The Site Owner shall be responsible for any amount not covered by such designated entity within thirty (30) days.
- 20. Sponsorships and Signage:** MACOG encourages the Site Owner to solicit sponsorships or financial assistance from local businesses, organizations, or the municipality in which it is located, if different from the Site Owner. MACOG shall recognize such sponsors in press releases, social media, and events. Site Owners shall be responsible for paying for and procuring any additional signage recognizing Sponsors. On-premise advertising signs must comply with 23 CFR Part 750 – Highway Beautification.
- 21. Federal Tax Credit.** MACOG as Station Owner reserves the sole right to file for the Section 30C Alternative Fuel Vehicle Refueling Property Credit, or similar state or federal tax incentives. Currently, eligibility for the federal tax credit is limited to low-income census tracts in urban areas and certain non-urban census tracts. If available, MACOG will file for the tax credit in the year following the calendar year in which the Station is placed in service. Currently, the identified site is located in an eligible census tract for the 30C federal tax credit.

If available, MACOG intends to utilize the refund to support the success of this project which may include maintenance, reporting, etc.
- 22. Utility Incentives.** Site Owner has the exclusive right to pursue any available utility incentives related to electric vehicle charging and apply those funds towards the local match requirement, provided that the source of the utility incentives are non-federal funds. For example, Indiana Michigan Power’s program may provide eligible small commercial customers with discounted off-peak charging rates and a \$500 rebate, but they cannot have distributed energy (i.e. solar panels) on the account. Larger commercial and industrial customers may be eligible for a similar incentive, if the Station serves as workplace charging (one or more employees has an EV), fleet (electric vehicles are operated by Site



Owner), or it serves Multi-Unit Dwelling residents. Certain restrictions apply and Site Owner is responsible for verifying eligibility. Currently, NIPSCO does not have any EV Charging incentive programs for electric customers.

23. **Utility Tariffs.** Site Owner is responsible for identifying the appropriate tariff for the Station, defined as the structured pricing plan that determines the cost of the electricity service, whether a new meter is installed or the station is added to an existing meter. Site Owner is responsible for maintaining the terms of any tariff, including the impact of adding the Station to an existing meter that may have qualified for an exemption to sales tax or a special tariff such as for Street Lighting. MACOG recommends identifying whether tariffs that reduce demand charges or special plug-in vehicle tariffs are more favorable to the Site Owner. Examples include NIPSCO's Rate 521 General Service – Small which does not have demand charges, and the Indiana Michigan Power Tariff G.S.- PEV General Service Plug-in Electric Vehicle which provides for discounted off-peak charging (currently 40% reduction). Restrictions may apply such as a minimum or maximum total kWh usage per month on the account, or in the case of Indiana Michigan Power the customer may not operate distributed generation resources or participate in the Company's Net Metering Service Rider (i.e. solar). Site Owner is responsible for verifying eligibility and enrolling in the selected tariff.
24. **Public Use.** During the Term, Site Owner shall provide public access to the Station on the Host Site at least as frequently as the business operating hours of the Site Owner. ("Public Access Times"). During Public Access Times, any member of the public may use the Station to charge electric vehicles, subject to payment by such member of the public through the Station software, if applicable.
25. **Station Use Time Limits.** Site Owner may establish time limits for Station use in alignment with applicable parking time limitations in the same parking lot or right-of-way that would otherwise be applicable. The time limits shall not be more restrictive than the time limits that would be applicable if the parking spaces were available for general use. If a vehicle is plugged in, the Site Owner may set up the software to collect an overstay fee when the time limit is exceeded. If a vehicle is not plugged in or a driver initiates a new session to avoid the overstay fee, no fee is able to be collected and alternative enforcement measures may be needed.
26. **Enforcement of Station Policies.** Site Owner is responsible for creating and enforcing Station policies in compliance with this Agreement and applicable federal regulations. MACOG recommends creating policies during the design phase, so that time limits if applicable can be reflected in Station signage. Site Owner may establish ordinances or rules prohibiting the use of the parking spaces by vehicles other than plug-in vehicles, and establishing fees for violation if the Site Owner has the authority to issue parking citations at the Project site.

Site Owners are responsible for verifying their authority to ticket or tow vehicles for violations of Site Owner's Station policies.

27. **Americans with Disabilities Act Compliance.** In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, MACOG must compel the Site Owner to take action to ensure that no person is excluded from participation in or denied the benefits of the project on the basis of disability. MACOG will follow the latest version of the guidance applicable to electric vehicle charging published by the U.S. Access Board, and available at <https://www.access-board.gov/tad/ev/>. The U.S. Access Board recently closed a public comment period on a notice of proposed rulemaking to amend the accessibility guidelines for buildings and facilities covered by the ADA for EV charging, which is available at 89 FR 71215. To provide for an access aisle and at least one van accessible space, Site Owners should expect to provide for a van accessible space 11 feet in width, a 5 foot access aisle, and three additional EV charging spaces of standard width. When all spaces are located adjacent to each other with perpendicular "nose in" parking, a total width of about 43 feet is needed. Other parking configurations such as parallel parking, angled parking, or pull-through parking may have different space requirements to comply with ADA.
28. **Civil Rights.** Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this project to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
29. **Uniform Relocation Act.** Site Owner must notify MACOG if the Host Site is not currently owned by the Site Owner and will be purchased for the Project. The Uniform Relocation Assistance and Real Property Acquisition Act, and implementing regulations, apply to the Project by establishing minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.
30. **NEPA.** The National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to this program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human

environment. Site Owner shall cooperate with MACOG in providing required information for NEPA-related compliance. If the Project site is not eligible for a Categorical Exclusion, this Agreement may be terminated without penalty to the Site Owner.

31. **Equipment Disposition.** If at the end of the Term, the Site Owner elects to dispose of the equipment, the Site Owner shall dispose of that equipment in accordance with 2 C.F.R. 200.313 and 1201.313, which stipulates that equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.
32. **Failure to Comply with Terms of the Program.** In the event that Site Owner fails to comply with any term in this Agreement, MACOG shall provide a written notice requesting that the Site Owner address the issue to comply with the Agreement terms. If Site Owner is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from MACOG, MACOG reserves the right to repossess the Station (enter onto the Host Site and remove all equipment provided as part of the Project) and to terminate this Agreement.
33. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by MACOG and the Site Owner.
34. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.
35. **Termination.** Either party may elect to terminate this agreement without penalty if after preliminary engineering and design is completed, the estimated local match requirement exceeds \$15,000 or if the Project is not eligible for a Categorical Exclusion under NEPA. The Site Owner shall issue a notice of termination in writing to MACOG. In this case, the Site Owner shall not be responsible for reimbursing MACOG for planning costs incurred. If the Site Owner terminates this agreement for any other reason after costs are incurred by MACOG, the Site Owner is responsible for paying 100% of the costs incurred. Federal funds may not be available to projects that are not completed.
36. **Applicable law; jurisdiction and venue.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Indiana without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, state of Indiana, and federal laws and regulations. Any dispute arising out of or relating

to this Agreement shall be brought solely and exclusively in the state courts located in St. Joseph County, Indiana, and the parties hereto expressly consent to the sole and exclusive jurisdiction and venue of these courts.

37. **Assignment.** Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of MACOG. If Site Owner transfers the Host Site to a third party, MACOG shall have the option to remove the Station from the Host Site and terminate this Agreement.

38. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail. To the extent of any conflict or inconsistency between this Agreement and regulations applicable to the Project, the applicable regulation shall prevail and this Agreement shall be interpreted to have been revised to come into compliance with said regulation.

**MACOG**

**Town of Bristol (Site Owner)**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: **James Turnwald**

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

Title: **Executive Director**

Title: \_\_\_\_\_

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

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

**WHEREAS** the Town of Bristol is desirous of establishing a schedule of total compensation to include the salaries and benefits for its employees for the year 2025; and

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

**NOW THEREFORE BE IT ORDAINED** by the Town of Bristol Town Council, that the total compensation for its elected officials and employees **for January 1, 2025, through December 31, 2025, or from the date amended through December 31, 2025, shall be as follows:**

**2025 BASE PAY RATE SCHEDULE**

| TITLE                                      | CLASSIFICATION                    | BASE PAY RATE                        | BUDGETED FUNDS          |
|--|-----------------------------------|--------------------------------------|-------------------------|
| Town Council President                     | Elected Official Stipend          | \$2,383.50 paid in June and December | 100% General Fund       |
| Town Council Member(s)                     | Elected Official Stipend          | \$2,121.00 paid in June and December | 100% General Fund       |
| Park Board Member(s)                       | Appointed Official Stipend        | \$975.00 paid in December            | 100% Park Fund          |
| Town Manager [MY]                          | Exempt Full-Time                  | \$2,947.67 biweekly                  | 100% General Fund       |
| Clerk-Treasurer [CA]                       | Elected Official Exempt Full-Time | \$2,718.93 biweekly                  | 100% General Fund       |
| Deputy Clerk / Assistant Town Manager [JS] | Nonexempt Full-Time               | \$31.50 per hour                     | 100% General Fund       |
| Utility Clerk [DT]                         | Nonexempt Full-Time               | 18.58 per hour                       | 100% Water Fund         |
| Town Marshal [SP]                          | Exempt Full-Time                  | \$3,651.69 biweekly                  | 100% Police Fund        |
| Sergeant [AD]                              | Nonexempt Full-Time               | \$43.17 per hour                     | 100% Police Fund        |
| Chief Deputy [DL]                          | Nonexempt Full-Time               | \$44.65 per hour                     | 100% Police Fund        |
| Detective [NR]                             | Nonexempt Full-Time               | \$39.69 per hour                     | 100% Police Fund        |
| Corporal [KH]                              | Nonexempt Full-Time               | \$42.18 per hour                     | 100% Police Fund        |
| Deputy Police Officer [JL]                 | Nonexempt Full-Time               | \$34.23 per hour                     | 100% Police Fund        |
| Deputy Police Officer [CP]                 | Nonexempt Full-Time               | \$30.76 per hour                     | 100% Police Fund        |
| Deputy Police Officer [VA]                 | Nonexempt Full-Time               | \$30.76 per hour                     | 100% Police Fund        |
| Deputy Police Officer [CS]                 | Nonexempt Full-Time               | \$32.75 per hour                     | 100% Public Safety Fund |
| Deputy Police Officer [GS]                 | Nonexempt Full-Time               | \$38.70 per hour                     | 100% Public Safety Fund |

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

| TITLE                                      | CLASSIFICATIO       | BASE PAY RATE                        | BUDGETED FUNDS               |
|--|---------------------|--------------------------------------|------------------------------|
| Deputy Police Officer [JD]                 | Nonexempt Full-Time | \$29.81 per hour                     | 100% Public Safety Fund      |
| Ordinance Officer [RC]                     | Nonexempt Part-Time | \$24.04 per hour                     | 100% Police Fund             |
| Police Department Clerical Personnel [AA]  | Nonexempt Full-Time | \$24.81 per hour                     | 100% Police Fund             |
| Street Department Employee – 1 [WB]        | Nonexempt Full-Time | \$32.68 per hour                     | 100% General Fund            |
| Street Department Superintendent [EF]      | Nonexempt Full-Time | \$32.68 per hour                     | 100% General Fund            |
| Street Department Employee – 3 [MG]        | Nonexempt Full-Time | \$26.50 per hour                     | 100% General Fund            |
| Utility Superintendent [TM]                | Nonexempt Full-Time | \$38.27 per hour                     | 65% Wastewater<br>35% MS4    |
| Utility Employee-3 [KB]                    | Nonexempt Full-Time | \$29.65 per hour                     | 100% Wastewater Fund         |
| Utility Employee 4 [JM]                    | Nonexempt Full-Time | \$33.58 per hour                     | 100% Water fund              |
| Utility Employee 5 [DD]                    | Nonexempt Full-Time | \$31.50 per hour                     | 100% Water Fund              |
| Utility Department 1 Seasonal Employee     | Nonexempt Seasonal  | \$15.00 per hour                     | 100% Water Fund              |
| 2 Seasonal Employee(s) Various departments | Nonexempt Part-Time | \$18.00 per hour<br>\$21.00 per hour | 25% MVH Fund<br>75% Cemetery |

**GUIDELINES FOR THE PAYMENT OF BASE RATES**

The Clerk-Treasurer and all full-time and part-time employees shall be paid bi-weekly in 2025 with the first biweekly pay date of January 10, 2025, based on the pay period designated as Sunday, December 24, 2024, through Saturday, January 04, 2025. The standard workweek is from Sunday through Saturday. All employees are paid biweekly which equates to 26 pays during 2025.

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

The Town Council President and the Town Council members will be paid on May 30, 2025, and on November 29, 2025, for the pay rates as listed in the 2025 Base Pay Rate Schedule above. Park Board members are paid on November 28, 2025, for the amount listed in the 2025 Base Pay Rate Schedule above.

**Work Schedules/Hours/Breaks**

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

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

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

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

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

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

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

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

Base wages are set by this salary ordinance for 2025, and any changes will require approval from the Town Council.

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

**PAY CONSIDERATIONS**

**Civilian Employees**

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

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

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

**Police Department Employees**

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

Full-time Police Department employees voluntarily participating in the Selective Enforcement program will be compensated at one and one-half times their hourly rate for all hours worked in the Selective Enforcement program, beyond their normal daily duties. In 2025, there are approximately 10 hours per month for all Police Department employees collectively. The total hours worked will be paid from the Police Fund, based on an approved Elkhart County grant.

**TOWN OF BRISTOL, INDIANA  
Amendment ORD. NO. 02-06-2025-3  
SALARY ORDINANCE NO. 12-19-2024-28**

**Overtime/Compensatory Time/Flexitime**

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

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

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

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

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

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

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

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

**ADDITIONAL PAY CONSIDERATIONS**

**Hiring Bonuses**

The Police Department offers a recruitment/hiring bonus to qualified police applicants who are hired after successfully completing the Indiana Law Enforcement Academy (ILEA) 16-week Basic Training Course. The hiring bonus is set at a maximum of \$5,000.00 and is payable in two parts.



**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

Part one of the hiring bonus is \$2,500.00, payable after the first full year of employment with satisfactory performance reviews. Part two of the hiring bonus is \$2,500.00, payable after the second full year of employment with satisfactory performance reviews. Recruitment/hiring bonuses are paid from the Police Department budget.

**Training and Professional Development**

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

**Certifications**

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

**Clothing Allowances**

Members of the Town of Bristol Police Department Reserve Officer program, to include: Chaplain Officers, Reserve Officers, and Probationary Reserve Officers will receive a clothing allowance two times in 2025: one distribution in June of 2025 and one distribution in December of 2025 in the amounts listed below. Probationary Reserve Officers are not eligible for the clothing allowance until they satisfactorily complete the Pre-Basic Academy training and the Field Training Officer (FTO) program.

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

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

**Tenure Incentive Pay (TIP)**

Tenure Incentive Pay (TIP) is available to regular full and part-time employees as a reward and recognition in response to their continued acceptable level of job performance after two years of service. Any full-time civilian employee is eligible for TIP under the civilian employee guidelines at a rate of \$100.00 per year of employment, not to exceed \$2,000.00. Any part-time employee is eligible for TIP under the civilian employee guidelines at a rate of \$50.00 per year of employment, not to exceed \$1,000.00. TIP compensation will be paid on the first available pay date in December. Any eligible employee employed by the Town on that date shall receive the TIP. Any employee who terminates employment prior to this date, they will not be eligible for the TIP. The total amount paid will be considered hours worked for purposes of performing overtime calculations and will be paid from the budgetary funds as noted in the 2025 Base Pay Rate Schedule above.

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

**Emergency Closings**

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

Critical service employees are expected to report for their regular shift assignment during emergency closings unless their Department Head has contacted the employees personally with alternate instructions. In these circumstances, employees who work will receive regular pay. A critical service employee may request to use vacation or personal leave time. However, the request may be denied with no recourse available to the employee except to report to work for his or her regular full-time employees who do not report to work on a day in which the workplace is open may use available vacation, personal leave time, or compensatory time, or the time will be unpaid. The Department Head may allow the employee to make up time missed, provided that the time is documented. Regular part-time employees who cannot report to work due to a weather or civil emergency will receive no pay for the day.

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

**BENEFITS SCHEDULE**

**Health Insurance**

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

- Regular full-time employees

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

| <b>2025 United Health Care (UHC) Plans</b> | <b>AIM Option 1 Total Costs</b> | <b>AIM Option 1 Monthly Employer 90% Costs</b> | <b>AIM Option 1 Monthly Employee 10% Costs</b> | <b>AIM Option 2 Total Costs</b> | <b>AIM Option 2 Monthly Employer 90% Costs</b> | <b>AIM Option 2 Monthly Employee 10% Costs</b> |
|--|---------------------------------|--|--|---------------------------------|--|--|
| Employee Only                              | \$1,029.14                      | \$926.23                                       | \$102.91                                       | \$849.21                        | \$764.29                                       | \$84.92  |
| Employee Plus Spouse                       | \$2,058.29                      | \$1,852.46                                     | \$205.83                                       | \$1,698.42                      | \$1,528.58                                     | \$169.84                                       |
| Employee Plus Children                     | \$1955.37                       | \$1,759.83                                     | \$195.54                                       | \$1,613.50                      | \$1,452.15                                     | \$161.35                                       |
| Family                                     | \$2,984.52                      | \$2,686.07                                     | \$298.45                                       | \$2,462.70                      | \$2,216.43                                     | \$246.27                                       |

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

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

| Delta Dental           | Monthly Employer Contribution |
|------------------------|-------------------------------|
| Employee Only          | \$26.32                       |
| Employee plus One      | \$52.66                       |
| Employee plus Children | \$71.12                       |
| Employee plus Family   | \$106.88                      |

| VSP Vision Care        | Monthly Employer Contribution |
|------------------------|-------------------------------|
| Employee Only          | \$6.15                        |
| Employee plus One      | \$12.33                       |
| Employee plus Children | \$13.16                       |
| Employee plus Family   | \$21.05                       |

The renewal dates for the medical, dental, and vision insurance plans are on January 1, 2025. There may or may not be an increase in the premium totals after this date.

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

**Life and AD&D Insurance**

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

- Regular full-time employees

Eligible employees will be provided with a policy equal to a \$50,000 benefit. The Town of Bristol pays 100% of the premium totaling \$8.00 per employee per month. The renewal date for life and AD&D insurance is on January 1, 2025, and there may or may not be an increase in the premium totals after this date. Refer to the Plan Document for additional information on the life and AD&D insurance plan.

**Short-Term Disability Insurance**

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

- Regular full-time

The Town of Bristol pays 100% of the employees' salary-based premiums per month from the General, Water, and Sewer Fund, in the following amounts:

- Employee (1) – \$15.84
- Employee (1) – \$21.16
- Employee (1) – \$23.32
- Employee (1) – \$24.86
- Employees (2) – \$26.24
- Employees (3) – \$26.40
- Employee (1) – \$27.92
- Employee (1) – \$28.56

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

|                 |   |         |
|-----------------|---|---------|
| – Employee (1)  | – | \$28.98 |
| – Employee (1)  | – | \$28.21 |
| – Employee (1)  | – | \$29.19 |
| – Employee (1)  | – | \$31.42 |
| – Employee (1)  | – | \$32.63 |
| – Employees (6) | – | \$33.00 |

The renewal date for short-term disability insurance is on January 1, 2025, and there may or may not be an increase in the premium totals after this date.

Employees may be eligible for short-term disability insurance on the first day of the month following 30-days of employment. Employer Paid Short Term - Elimination Period (Accident) – 0 days & Elimination Period (Sickness) – 7 days. Eligible employees may participate in the short-term disability insurance plan for one event each year. Benefits begin on the seventh day after the onset of a qualifying disability and may continue for up to 26-weeks at a rate of 60 percent of the eligible employee’s pre-disability wages. The benefit may be reduced by other income benefits, disability earnings, and the employee’s costs related to insurance benefits. All wages for short-term disability will be paid from the employee’s budget lines as stated in the 2025 Base Pay Rate Schedule.

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

**Voluntary Benefits**

The Town of Bristol offers eligible regular full-time employees upon their date of hire to elect to participate in voluntary benefits from Vimly Benefit Solutions, through the AIM Medical Trust benefits, to include:

- Life Insurance
- Accidental Death and Dismemberment (AD&D) Insurance

The employee is responsible for paying the full biweekly premium and premiums are dependent upon which benefit is elected. The Town of Bristol does not contribute to the premium of any of the benefits as elected. Refer to the Plan Document for additional information on voluntary benefits.

**NationWide Retirement Plans – Civilian Employees and Police Department Sworn Officers**

**Civilian Employees**

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

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

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

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

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

**Police Department – Sworn Officers**

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

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

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

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

**Vacation Benefits**

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

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

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

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

**TOWN OF BRISTOL, INDIANA  
Amendment ORD. NO. 02-06-2025-3  
SALARY ORDINANCE NO. 12-19-2024-28**

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

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

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

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

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

**Personal Leave Time (PLT) Benefits**

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

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

Newly hired eligible full-time employees will receive PLT at the rate of one working day (eight- hours) for every four months of employment (January 1, May 1, and September 1). Newly hired eligible part-time employees will receive PLT at the rate of four hours for every four months of employment. All other employees will receive five (5) PLT days on January 1<sup>st</sup> of each year. Employees will not receive PLT if they are on unpaid leave, or on a disability leave.

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

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

In the event that available PLT is not used by the end of the calendar year, full-time employees may carry over four-days and part-time employees may carry over one-half that amount to be used by the end of the following calendar year. Upon termination of employment, employees will not be paid for unused PLT that has been earned through their last day of work.

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

**TOWN OF BRISTOL, INDIANA  
Amendment ORD. NO. 02-06-2025-3  
SALARY ORDINANCE NO. 12-19-2024-28**

**Holidays**

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

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

**Paid holidays in 2025 include the following:**

| <b>Holiday</b>             | <b>Date</b> |
|----------------------------|-------------|
| New Year's Day             | 01/01/2025  |
| Martin Luther King Jr. Day | 01/20/2025  |
| Presidents Day             | 02/17/2025  |
| Memorial Day               | 05/26/2025  |
| Independence Day           | 07/04/2025  |
| Labor Day                  | 09/01/2025  |
| Columbus Day               | 10/13/2025  |
| Veterans Day               | 11/11/2025  |
| Thanksgiving Day           | 11/27/2025  |
| Day after Thanksgiving     | 11/28/2025  |
| Christmas Eve Day          | 12/24/2025  |
| Christmas Day              | 12/25/2025  |
| New Year's Eve Day         | 12/31/2025  |

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

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

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

All eligible civilian full-time nonexempt employees will receive the day off of work on the holiday and holiday pay for that day off of work. Eligible civilian full-time employees who work on a recognized holiday will receive holiday pay plus wages at a rate of time and one-half for all hours worked on the holiday.

All eligible full-time nonexempt sworn-in Police Officers, whether or not they work on the holiday, will receive holiday pay for eight-hours at a rate of time and one-quarter their regular rate of pay. If eligible Police Officers work on the holiday, they will receive the holiday pay plus wages at their regular rate of pay for all hours worked on the holiday. Overtime compensation for Police Officers will be paid in accordance with federal and state wage and hour laws.

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

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

**Bereavement Leave**

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

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

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

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

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

**Jury Duty**

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

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

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

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

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

**Witness Duty**

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

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

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

**Time Off to Vote**



**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

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

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

**Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Employees will continue to receive full pay while on leave for 15-day training assignments and shorter absences. The portion of any military leaves of absence in excess of 15-days will be unpaid. However, employees may use any available vacation, or personal leave time for the absence.

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

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

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

**Business Travel Expense Policy**

The Town of Bristol may reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Town Marshal, the Clerk-Treasurer, or the Town Manager. Civilian employees whose travel plans have been approved are responsible for making their own travel arrangements. Arrangements for police officers will be made by the Police Department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives may be reimbursed by the Town of Bristol. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

- Charges for telephone calls, fax, and similar services required for business purposes.

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

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

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

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

**PASSED by the Town Council of the Town of Bristol, Elkhart County, Indiana, this  
\_\_\_ day of February 2025**

**YAY**

**NAY**

|       |                    |       |
|-------|--------------------|-------|
| _____ | Jeff Beachy, Pres. | _____ |
| _____ | Cathy Burke        | _____ |
| _____ | Gregg Tuholski     | _____ |
| _____ | Doug DeSmith       | _____ |
| _____ | Raymond D Rentfrow | _____ |

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

**TOWN OF BRISTOL, INDIANA  
Amendment ORD. NO. 02-06-2025-3  
SALARY ORDINANCE NO. 12-19-2024-28**

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

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

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

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

**TOWN OF BRISTOL, INDIANA**  
**Amendment ORD. NO. 02-06-2025-3**  
**SALARY ORDINANCE NO. 12-19-2024-28**

*Section 7, Item c.*

**TOWN OF BRISTOL**  
**SECTION 125 PLAN**  
**(As Amended and Restated Effective as of January 1, 2025)**

**ADOPTION OF**  
**TOWN OF BRISTOL SECTION 125 PLAN**

The undersigned official of the Town of Bristol, Indiana (the “Town”) hereby adopts the Town of Bristol Section 125 Plan (As Amended and Restated Effective as of January 1, 2025) on behalf of the Town, in the form attached hereto.

Dated this \_\_\_\_\_ day of January, 2025.

**TOWN OF BRISTOL, INDIANA**

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTEST:**

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

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

Title: \_\_\_\_\_

**TOWN OF BRISTOL SECTION 125 PLAN**

**TABLE OF CONTENTS**

|   | <u>Page</u> |
|---|-------------|
| ARTICLE I INTRODUCTION .....  | 1           |
| Section 1.1. Purpose of Plan .....  | 1           |
| Section 1.2. Cafeteria Plan Status .....  | 1           |
| Section 1.3. Effective Date .....   | 1           |
| Section 1.4. Plan Administration, Plan Year .....                                       | 2           |
| Section 1.5. Plan Supplements.....  | 2           |
| ARTICLE II PARTICIPATION.....   | 3           |
| Section 2.1. Commencement of Participation.....   | 3           |
| Section 2.2. Cessation of Participation .....   | 3           |
| Section 2.3. Reinstatement of Former Participant .....                                  | 3           |
| Section 2.4. COBRA Continuation Provisions .....  | 4           |
| Section 2.5. FMLA Leave of Absence.....   | 4           |
| ARTICLE III PLAN BENEFITS.....  | 7           |
| Section 3.1. Individual Spending Accounts .....   | 7           |
| Section 3.2. Salary Redirection Amounts .....   | 7           |
| Section 3.3. Individual Spending Account Allocations .....                              | 8           |
| Section 3.4. New Participants .....   | 8           |
| Section 3.5. Changes by Town .....  | 8           |
| Section 3.6. Insufficient Allocation .....  | 9           |
| Section 3.7. Irrevocability of Election by the Participant During the Plan<br>Year..... | 9           |
| Section 3.8. Automatic Termination of Election .....                                    | 11          |
| Section 3.9. Optional Benefits .....  | 11          |
| ARTICLE IV BENEFIT PAYMENTS .....   | 12          |
| Section 4.1. Payment Procedures.....  | 12          |
| Section 4.2. Claim Review.....  | 12          |
| Section 4.3. Forfeiture of Account Balances .....                                       | 12          |
| ARTICLE V ADMINISTRATION OF PLAN.....   | 13          |
| Section 5.1. Town Powers .....  | 13          |

Section 5.2. Examination of Records.....13  
Section 5.3. Rules and Decisions.....13  
Section 5.4. Indemnification.....14

ARTICLE VI AMENDMENT AND TERMINATION OF PLAN .....15

ARTICLE VII MISCELLANEOUS PROVISIONS .....16

Section 7.1. Information to be Furnished.....16  
Section 7.2. Limitation of Rights.....16  
Section 7.3. Governing Law .....16  
Section 7.4. Incapacity.....16  
Section 7.5. Nonguarantee of Employment.....16  
Section 7.6. Nonalienation of Benefits.....16  
Section 7.7. Illegal or Invalid Provisions.....17  
Section 7.8. Gender and Number.....17  
Section 7.9. Execution in Counterparts.....17  
Section 7.10. Waiver of Notice.....17  
Section 7.11. Action by Town .....17  
Section 7.12. Funding.....17

SUPPLEMENT A HSA BENEFITS .....19



**ARTICLE I**  
**INTRODUCTION**

Section 1.1. Purpose of Plan. The Town of Bristol Section 125 Plan (As Amended and Restated Effective as of January 1, 2025) (the “Plan”) is maintained by the Town of Bristol, Indiana (the “Employer”). The purpose of the Plan is to provide Eligible Employees of the Town a choice between cash or the various Optional Benefits (as defined in Section 3.9) listed below:

- a) Group health plan (the “Health Plan”),
- b) Dental plan,
- c) Vision plan,
- d) Life insurance plan,
- e) Short-term disability plan, and
- f) Contributions to an individual health savings account (“HSA”)(as set forth in Supplement A).

Section 1.2. Cafeteria Plan Status. This Plan is intended to qualify as a “cafeteria plan” under Section 125 of the Internal Revenue Code, as amended, (the “Code”) and is to be interpreted in a manner consistent with the requirements of Code Section 125 and its underlying regulations.

Section 1.3. Effective Date. The “Effective Date” of the Plan, as amended and restated, is January 1, 2025, unless otherwise specified in the Plan or required by applicable law. The provisions of the Plan as amended and restated only apply to an individual employed by the Employer on or after the Effective Date. The rights and benefits, if any, of an Employee whose employment with the Employer terminated before the Effective Date will be determined in accordance with the terms of the Plan in effect as of the date of his termination.

Section 1.4. Plan Administration, Plan Year. The Plan is administered by the Employer on the basis of a “Plan Year” which is the twelve-month period commencing on each January 1 and ending on the next following December 31. Any notice or document required to be given to or filed with the Employer will be properly given or filed if delivered or mailed, by registered mail, postage prepaid, to:

Town of Bristol, Indiana  
303 East Vistula Street  
Bristol, IN 46507

Section 1.6. Plan Supplements. The provisions of the Plan may be modified by supplements to the Plan. The terms and provisions of each supplement are a part of the Plan and supersede any other provisions of the Plan to the extent necessary to eliminate any inconsistencies between the supplement and any other Plan provisions.

**ARTICLE II**  
**PARTICIPATION**

Section 2.1. Commencement of Participation. Each Employee of the Employer who meets the eligibility requirements of an Optional Benefit (an “Eligible Employee”) will be eligible to participate in the Plan. An Eligible Employee will become a “Participant” in the Plan as of the beginning of the payroll period that either coincides with or immediately follows the date the Employee becomes eligible to participate. For purposes of this Plan, the term “Employee” means any individual the Employer classifies and treats as its own regular, common-law employee. In addition, the term "Employee" will include leased employees within the meaning of Code Section 414(n)(2). Any person that the Employer classifies as a temporary or seasonal employee or as an independent contractor or contract employee will not be an Eligible Employee for purposes of this Plan, regardless of his or her actual employment status. In addition, for purposes of the Plan, the term “Employee” will not include a self-employed individual as defined in Code Section 401(c)(1) or any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock or combined voting power of an S corporation.

Section 2.2. Cessation of Participation. A Participant will cease to be a Participant as of the earliest of:

- (a) the date on which the Plan terminates,
- (b) the date on which he ceases to be an Employee eligible to participate under Section 2.1, or
- (c) the date as of which he fails to make a required contribution.

Section 2.3. Reinstatement of Former Participant. A former Participant who terminates his employment with the Employer will be treated as a new Employee upon his rehire and will

again become a Participant in accordance with Section 2.1. Notwithstanding the election change rules of Section 3.7, if a Participant is laid-off by the Employer and elects to continue participation on an “after-tax” basis while on lay-off status, the Participant may continue participation on a “pre-tax” basis upon recommencing work for the Employer. If a laid-off Participant terminates participation, he may not make an election under Section 3.2 upon recommencing work, but must instead wait until the January 1 following his recommencement of work to reenter the Plan.

Section 2.4. COBRA Continuation Provisions. A Participant, his spouse and his dependents may be eligible to continue their coverage under one or more of the Optional Benefits pursuant to the terms of those plans and Code Section 4980B (the “COBRA” provisions).

Section 2.5. FMLA Leave of Absence. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (“FMLA”), to the extent required by the FMLA, he must elect to either revoke coverage or continue coverage on the same terms and conditions as though he were still an active employee under the Health Plan. If the Participant elects to revoke coverage, he will be permitted to rejoin the Plan upon his return from the leave on the same terms as prior to the FMLA leave, subject to any changes in benefit levels that may have taken place during the period of FMLA leave. If the Participant elects to continue his coverage during the leave, the Participant may elect to pay his share of the premium for the expected duration of the leave under the pre-pay option, pay-as-you-go option or the catch-up option via an arrangement agreed upon between the Participant and the Employer and permitted under the FMLA in accordance with the following:

- (a) Under the pre-pay option, the Participant may pay, prior to commencement of the leave, the premiums due for the duration of the FMLA leave period. Contributions under the pre-pay option may be made on a pre-tax salary reduction basis from any taxable compensation (including from unused sick days or vacation days), provided that pre-tax dollars during the Plan Year are not used to fund coverage during a subsequent Plan Year, or on an after-tax basis.
  
- (b) Under the pay-as-you-go option, the Participant may pay his share of the premium payments under any payment schedule voluntarily agreed to between the Employer and the Participant that is not inconsistent with the FMLA. Contributions under the pay-as-you-go option may be made on either a pre-tax basis to the extent that the contributions are made from taxable compensation (e.g., from unused sick days or vacation days) that is due the Participant during the leave period or the Participant may pay his share of the premiums for the duration of the leave on an after-tax basis by remitting the required monthly premiums to the Employer. If the Participant fails to make a required premium payment, the Employer may cancel his coverage under the Plan at that time, in which case no benefits will be paid for claims incurred after the coverage stops, or the Employer may continue the Participant's coverage and utilize the catch-up option to recoup the premiums, to the extent of the Participant's share, when the Participant returns from FMLA leave. Upon his return from leave, a Participant whose coverage was cancelled due to his failure to make the required premium payments will be permitted to reenter the Plan on the same basis he was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

- (c) Under the catch-up option, the Employer and Participant may elect in advance that the Participant's coverage will continue during the unpaid FMLA leave period and the Participant will not pay premiums until he returns from the leave. If a Participant elects to use the catch-up option, the Employer and the Participant must agree in advance of the coverage period that the Participant elects to continue coverage while on unpaid FMLA leave, the Employer assumes responsibility for advancing payment of the premiums on the Participant's behalf during the FMLA leave, and these advance amounts are to be paid by the Participant when the Participant returns from FMLA leave. Contributions under the catch-up option may be made on a pre-tax salary reduction basis from any taxable compensation (including from unused sick days and vacation days) after the Participant returns from FMLA leave provided the premiums have not been paid on any other basis (i.e., have not been paid under the pre-pay or pay-as-you-go options or on a catch-up after-tax basis). Contributions under the catch-up option may also be made on an after-tax basis.

### **ARTICLE III**

#### **PLAN BENEFITS**

Section 3.1. Individual Spending Accounts. The Employer will establish and maintain an “Individual Spending Account” for each Participant. The account will be increased to reflect the Salary Redirection Amounts made to the account under Section 3.2 and decreased to reflect the payment and forfeiture of benefits under Sections 4.1. In addition, sub-accounts will be maintained within a Participant’s Individual Spending Account to reflect the allocation of his Salary Redirection Amounts under Section 3.3. Unless the context indicates otherwise, references to a Participant’s Individual Spending Account will include each of his sub-accounts.

Section 3.2. Salary Redirection Amounts. During each Enrollment Period (as defined below), a Participant may elect to reduce his Compensation by any amount not in excess of the Participant's annual share of the cost of the Optional Benefits he selects (“Salary Redirection Amount”). A Participant’s Salary Redirection Amount will be deducted from his pay and allocated to his Individual Spending Account. A Participant’s “Compensation” means all remuneration paid to him by the Employer as reported or to be reported by the Employer on Federal Form W-2, excluding any non-cash fringe benefits, but including any Salary Redirection Amounts made under this Section. The “Enrollment Period” for a Plan Year means the period beginning 61 days prior to and ending five days prior to the first day of the Plan Year. The Employer may shorten or lengthen this period for all Employees on a nondiscriminatory basis. An election made under this Section 3.2 will be effective as of the first day of the Plan Year and will continue in effect until changed during a subsequent Enrollment Period or as provided in Section 3.5, 3.6, 3.7 or 3.8. Any election under this Section must be made at the time, in the manner and on the forms established by the Employer. A Participant who does not timely

complete and file an election with the Employer during an Enrollment Period will be deemed to have elected not to participate in the Plan.

Section 3.3. Individual Spending Account Allocations. Subject to Section 3.5, Salary Redirection Amounts credited to a Participant’s Individual Spending Account will be applied by the Employer as directed by the Participant during the Plan Year’s Enrollment Period to pay for his required premium(s) under the Optional Benefits selected. An election made under this Section 3.3 will be effective and may be changed according to the provisions applicable to a salary redirection election under Section 3.2.

Section 3.4. New Participants. As soon as practicable before an Employee becomes a Participant under Section 2.1 or 2.3, the Employer will provide him with the election forms and salary redirection agreements described in Section 3.2. Such forms and agreements may be provided either by paper or through an electronic enrollment system. If the Employee desires one or more Optional Benefit coverages for the balance of the Plan Year, he must so specify on the election form or electronic enrollment system and must agree to a reduction in his Compensation in accordance with Section 3.2. The election form or electronic enrollment must be completed and returned to the Employer on or before the date specified by the Employer, but in no event later than the beginning of the first pay period for which the Participant’s salary reduction agreement will apply.

Section 3.5. Changes by Employer. If the Employer determines, before or during any Plan Year, that the Plan may fail to satisfy for that Plan Year any nondiscrimination requirement imposed by the Code or any limitation on benefits provided to “Key Employees” (as determined under Code Section 416(i)(1)) or “Highly Compensated Participants” (as determined under Code Section 125(e)), the Employer may take any action it deems appropriate, under rules uniformly



applicable to similarly situated Participants, to assure compliance with such requirement or limitation. An action under the preceding sentence may include, without limitation, a modification of any elections under the Plan by Participants who are Highly Compensated Participants or Key Employees, with or without the consent of those Participants.

Section 3.6. Insufficient Allocation. If the Participant has elected to have a portion of his Compensation allocated to his Individual Spending Account under Section 3.2 and the cost of an Optional Benefit that he has elected to receive increases the Participant's Employer will automatically increase a Participant's Salary Redirection Amounts under Section 3.2 to pay for the increased cost of the Optional Benefit. In addition, if the cost of such an Optional Benefit decreases, the Participant's Employer will automatically make a corresponding reduction in the Participant's Salary Redirection Amount.

Section 3.7. Irrevocability of Election by the Participant During the Plan Year. Except for contributions to individual HSAs which may be changed prospectively at any time, elections made under the Plan shall be irrevocable by the Participant during the Plan Year, unless the election may be changed under one of the following provisions:

- (a) Changes in Status. If a change in status occurs, a Participant may revoke his salary reduction election and file a new election to be effective for the balance of the Plan Year, provided that the election change satisfies the consistency rules of Treasury Regulation Section 1.125-4(c). A "change in status" for this purpose means (i) a change in the Participant's legal marital status (including a change due to marriage, death of the Participant's spouse, divorce, legal separation or annulment); (ii) a change in the number of the Participant's dependents; (iii) a change in the Participant's, his spouse's or his dependent's employment status

due to termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite or an eligibility provision in a qualified benefit plan sponsored by the Employer or by the spouse's or dependent's employer (e.g., a reduction or increase in the hours of employment or a switch from union to non-union employment causing a change in eligibility for coverage); (iv) an event that causes a Participant's dependent to satisfy or cease to satisfy the requirements for coverage under an Optional Benefit program; and (v) a change in the place of residence of the Participant, his spouse or his dependent.

- (b) Judgment or Order. The Plan may change a Participant's Health Plan premium election to provide coverage for the Participant's dependent child pursuant to and consistent with a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody, including a qualified medical child support order. A Participant may revoke his Health Plan premium election to cancel coverage for his dependent child pursuant to and consistent with a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody. A Participant may revoke his Health Plan premium election to cancel coverage for his dependent child if the judgment, decree, or order requires the spouse, former spouse, or other individual to provide coverage for the child and that coverage is, in fact, provided.
- (c) Significant Coverage Change. A Participant may revoke his election if coverage under an Optional Benefit is significantly curtailed or ceases during the year, in order to drop coverage under that Optional Benefit or to drop coverage under that

Optional Benefit and elect coverage under a similar benefit plan option.

- (d) Family and Medical Leave. If a Participant takes an unpaid leave under the FMLA, a Participant may revoke his election or a Participant may continue his coverage under the Plan during the FMLA leave as provided in Section 2.5.
- (e) Other Changes. Any other event designated by the Internal Revenue Service and the Employer may be the basis for a change in an election under Section 3.3 during a Plan Year.

Any new election under this Section 3.7 will be effective at the time prescribed by the Employer, but not earlier than the first pay period beginning on or after the date the new coverage is effective.

Section 3.8. Automatic Termination of Election. Elections made under this Plan will automatically terminate on the date on which the Participant ceases to be a Participant in the Plan, although coverage or benefits under one or more of the Optional Benefits may continue if so provided by those plans.

Section 3.9. Optional Benefits. For purposes of this Plan, the term “Optional Benefits” means participation in or coverage under one of the plans or programs listed in Section 1.1. While an election to pay for the cost of one or more of the Optional Benefits may be made under this Plan, the benefits will not be provided under this Plan but will be provided under the Optional Benefit plan. The types and amounts of benefits available under each Optional Benefit, the requirements for participating in the underlying plans or programs, and the other terms and conditions of coverage and benefits under each Optional Benefit are as set forth from time to time in those plans and in the group insurance contracts and prepaid health plan contracts that constitute (or are incorporated by reference in) those plans or programs.

**ARTICLE IV**

**BENEFIT PAYMENTS**

Section 4.1. Payment Procedures. Any amounts in the Participant’s Individual Spending Account that have been allocated to pay the Participant’s required premiums for a Plan Year under subsection 3.3(a) will automatically be applied to pay those premiums at the times and in the amounts required by the underlying plan.

Section 4.2. Claim Review. A Participant may seek a review of any benefit determination made by the Employer upon written request. The Employer will afford the Participant a full and fair review of such a request.

Section 4.3. Forfeiture of Account Balances. Except for individual HSAs, any amount in a Participant’s Individual Spending Account at the end of Plan Year that is not used to pay premiums for that Plan Year will be forfeited. Forfeitures will revert to the sole use and possession of the Employer and may, in the Employer’s sole discretion, be used to offset the Employer’s expenses under the Plan.

## ARTICLE V

### ADMINISTRATION OF PLAN

Section 5.1. Employer Powers. The administration of the Plan will be under the supervision of the Employer, and it will act as the plan administrator for all purposes of the Plan. The Employer will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Employer's powers will include, but will not be limited to, the following, in addition to all other powers provided by this Plan:

- (a) To make and enforce rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, with its interpretation thereof made in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint agents, counsel, accountants, consultants, and other persons as may be required to assist in administering the Plan; and
- (e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan.

Section 5.2. Examination of Records. The Employer will make the Plan records that pertain to a Participant available to that Participant for examination at reasonable times during normal business hours.

Section 5.3. Rules and Decisions. The Employer may adopt rules and procedures as it deems necessary or desirable to provide for the proper administration of the Plan. All rules and decisions of the Employer will be consistent with the terms of the Plan and will be uniformly and consistently applied to all Participants in similar circumstances. When making a determination

or calculation, the Employer may rely upon information furnished by an Employee, the Employer, the Employer's legal counsel or the administrator of the Optional Benefit program. The Employer will make any adjustments it considers equitable and practicable to correct a mistake of fact once the mistake becomes known. Subject to applicable law, any determination made in good faith by the Employer will be binding on all persons. Consequently, benefits paid under this Plan will be paid only if the Employer decides, in its sole discretion, that the applicant is entitled to them.

Section 5.4. Indemnification. To the extent permitted by law, the Employer will indemnify any current or former employee or director of an Employer who serves as a decision maker for the Plan against any and all liability or claim of liability (to the extent not indemnified under any liability insurance contract or other indemnification agreement) which the person incurs on account of any act or failure to act in connection with the good faith administration of the Plan, including all expenses incurred in the person's defense if the Employer fails to provide a defense after having been requested to do so in writing. The right to indemnification under this Section 5.4 is conditioned upon the person notifying the Employer of any claim of liability within 30 days of the person's notice of that claim and granting the Employer the right to participate in and control the settlement and defense of that claim.

**ARTICLE VI**

**AMENDMENT AND TERMINATION OF PLAN**

The Plan may at any time be amended, in whole or in part, or terminated by the Employer in its sole discretion. In the event of the dissolution or reorganization of the Employer, the Plan will terminate unless continued by a successor to the Employer who assumes all the powers and duties of the Employer under the Plan.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

Section 7.1. Information to be Furnished. Participants must provide the Employer with any information and evidence, and sign any document, as may reasonably be requested from time to time, for the purpose of administering the Plan.

Section 7.2. Limitation of Rights. Neither the establishment of the Plan, nor any amendment thereof, nor the payment of any benefits, may be construed as giving to any Participant or other person any legal or equitable right against the Employer, except as specifically provided in the Plan.

Section 7.3. Governing Law. To the extent not superseded by the laws of the United States, this Plan shall be construed, administered and enforced according to the laws of the State of Indiana, without regard to that state's choice of law principles.

Section 7.4. Incapacity. If the Employer deems any person to be incapable of receiving any payment by reason of illness, infirmity, or other incapacity established by medical evidence or because such person is a minor, the Employer may direct that payment be made directly for the benefit of such person to the legal guardian or other person legally charged with the care of that person. To the extent payments are made in this manner, the Employer shall be discharged from all liability with regard to such payments.

Section 7.5. Nonguarantee of Employment. Nothing contained in this Plan may be construed as a contract of employment between an Employer and the Employee, or as a right to be engaged or continued in the employment of an Employer or as a limitation of the right of an Employer to discharge any of its Employees, with or without cause.

Section 7.6. Nonalienation of Benefits. Except as may be required by law, benefits payable under this Plan are not subject in any manner to sale, transfer, assignment, pledge,



encumbrance, garnishment, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to sell, transfer, assign, pledge, encumber, or otherwise dispose of any right to benefits payable hereunder will be void. The Employer will not be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Section 7.7. Illegal or Invalid Provisions. The Employer intends that the Plan be legally enforceable and in the event any provision of this Plan is held illegal or invalid for any reason, any illegality or invalidity will not affect the remaining parts of this Plan, and the Plan will be construed and enforced as if the illegal or invalid provision had never been inserted.

Section 7.8. Gender and Number. Words in the masculine gender are to be construed to include the feminine gender in all cases where appropriate and words in the singular or plural are to be construed as being in the plural or singular where appropriate.

Section 7.9. Execution in Counterparts. This Plan may be executed in any number of counterparts, each of which will be deemed to be an original. All the counterparts will constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

Section 7.10. Waiver of Notice. Any notice required under the Plan may be waived by the party entitled to such notice.

Section 7.11. Action by Employer. Any action required or permitted to be taken by the Employer under the Plan must be by resolution of its Manager or by a person or persons duly authorized by its Manager.

Section 7.12. Funding. Except for contributions to individual HSA accounts, the Employer is not required to segregate any funds or establish any funding procedure for any amount credited to a Participant's Individual Spending Account. Payments from an Individual

Spending Account will consequently be paid directly by the Employer from their general assets as provided in the terms of the Plan. With respect to contributions to individual HSA accounts, the Employer will segregate those funds and pay them to the applicable HSA account.

**HSA BENEFITS**

Section A-1 Purpose. The purpose of this Supplement is to describe the special rules that apply to Participants who contribute to a qualified individual health savings account (“HSA”) during any Plan Year.

Section A-2 HSA as Optional Benefit. Subject to the limits described below, a Participant may elect to direct the Employer to contribute a portion of his Salary Redirections to a qualified individual HSA that the Participant established with a qualified trustee or custodian approved by the Employer.

Section A-3 Election Rules. The normal election and allocation rules of Article V will apply to the individual HSA Qualified Benefit, except that a Participant may elect to increase or decrease his Salary Redirections under Section 5.1 prospectively at any time in order to increase or decrease his HSA benefit, consistent with the terms provided in Section 5.4(1).

Section A-4 Employer Credits. The Town may make contributions (“Employer credits”) to a Participant’s HSA account on a periodic basis, which Employer credits are to be included in calculating the Participant’s maximum annual HSA contribution, as described in 0. The amount of the contribution of Employer credits shall be determined in a nondiscriminatory manner in the sole discretion of the Employer, and may be prorated based upon the number of months that the Participant is employed by the Employer during a Plan Year. The maximum annual contribution of Employer credits will be established periodically and is subject to modification from time to time in the Employer’s sole discretion.

Section A-5 Contribution Limits. A Participant may not have more than the maximum amount permitted to be contributed by the Participant under Code Section 223(b) for the Plan Year (based on the Participant’s elected coverage under a high deductible health plan and the

Participant's age during the Plan Year) allocated and contributed to his individual HSA for any Plan Year. A Participant's HSA benefit contribution may be increased by the "catch up" contribution amount, if any, the Participant is entitled to make to an individual HSA upon attaining age 55.

Section A-6 Timing of Contributions. The annual HSA benefit election made by the Participant for a Plan Year will be divided by the number of payroll periods in the Plan Year and the per payroll period amount will be contributed to the HSA trustee/custodian within a reasonable period following each payroll period. Timing of the contribution of Employer credits is set forth in Section A-4.

Section A-7 Status of HSA. The Health Savings Account Benefit under this Plan consists solely of the ability of a Participant to redirect his salary so that contributions may be made by the Employer to individual HSA accounts. No HSA is or will be a part of this Plan or other plan sponsored by the Employer. The Employer will have no authority or control over any funds maintained in any individual HSA account to which they contribute pursuant to this Plan.

Section A-8 Treatment of Excess Contributions. If the Employer determines that a Participant has made contributions to his individual HSA in excess of the annual statutory maximum, the Employer will include the amount of those excess contributions in the gross wages of the Employee, complete all Employer income tax withholding required by law, and report those wages on the Employee's W-2 for the applicable tax year.

Section A-9 Failure to Establish HSA Account. A Participant's election to make contributions to an individual HSA account will not be effective until the Participant completes all required documentation and provides the Employer with account information sufficient to allow the Employer to contribute to the Participant's account. If a Participant fails to establish

an individual HSA account and provide his account information to the Employer as of the last day of the Plan Year, or upon his termination of employment and corresponding ineligibility to participate in the Plan, whichever first occurs, the Participant will forfeit any Employer Credits to which he otherwise would have been entitled under section A-4 of this Supplement.