

Agenda
Ellettsville Town Council
Monday, July 8th, 2024

6:30 P.M. Call to Order

Prayer
Pledge of Allegiance
Roll Call

Approval of the Minutes for the Regular Meeting June 24th, 2024

Action to pay Accounts Payable Vouchers and Payroll

Resolutions

Ordinance on First Reading

Ordinance on Second Reading

Ordinance 2024-14 To Establish Redevelopment Commission

Envision Ellettsville Update

New Business

Approval by council to use Townhall for Republican Party Caucus July 25th

MOU Town of Ellettsville and BEDC

Privilege of the Floor

Supervisors Comments

Council Comments

At this time, I know of no other business to come before the Council

Noelle M. Conyer, Clerk-Treasurer

Town Council meetings are wheelchair accessible. The accessible entrance is located on the Northwest side of the building. Accessible visitor parking spaces are located on the Northwest side of the building. The Town further assures every effort will be made to ensure nondiscrimination in all of its programs activities, whether those programs and activities are federally funded or not. Close captioning of the public meetings are broadcast on Community Access Television Series 14 (catstv.net). The meetings are also broadcast on Zoom.

MEETING NOTICE

Monday July 8th, 2024

The Town Council of the Town of Ellettsville will conduct its regular scheduled meeting on Monday July 8th at 6:30 p.m., local time.

The meeting will be conducted at the Town Hall. Town Council members will attend the meeting in person. The public is invited to attend in person or by remote access. The meeting will be available by Zoom.

Topic: Ellettsville Town Council Meeting

Time: Jul 8, 2024 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86174883268?pwd=z0gPHJhbubWN8FNqGd5db8K11ONS2N.1>

Meeting ID: 861 7488 3268

Passcode: 118961

One tap mobile

+13092053325,,86174883268#,,,,*118961# US

+13126266799,,86174883268#,,,,*118961# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US

Meeting ID: 861 7488 3268

Passcode: 118961

Agendas and meeting packets can be obtained by submitting an email request to:
clerktreasurer@ellettsville.in.us

ORDINANCE 2024-14

AN ORDINANCE TO ESTABLISH A REDEVELOPMENT COMMISSION

BE IT ORDAINED BY THE TOWN COUNCIL OF ELLETTSVILLE, INDIANA:

Section 1. The following sections are hereby added to Chapter 31 of the Ellettsville Town Code to establish a Department of Redevelopment and a Redevelopment Commission.

When an existing section of the ordinance is being amended, the text of the existing provision will appear in this style type, additions will appear **in this style type**, and deletions will appear ~~in this style type~~.

DEPARTMENT OF REDEVELOPMENT; COMMISSION

§ 31.60 ESTABLISHMENT

- (A) **The Town Council now deems it to be in the best interest of the Town and its citizens to afford a maximum opportunity for rehabilitation, redevelopment or economic development of areas by private enterprise by establishing a department of redevelopment.**
- (B) **The Town Council hereby establishes the Ellettsville Department of Redevelopment of the Town. The Department will be controlled by a board of five members known as the Ellettsville Redevelopment Commission.**
- (C) **Pursuant to the Act, Indiana Code § 36-7-14 et seq., all of the territory within the corporate boundaries of the Town will be a taxing district known as the Redevelopment District of the Town for the purpose of levying and collecting special benefit taxes for redevelopment purposes, as provided by the Act. The Town Council finds and determines that all of the taxable property within this special taxing district will be considered to be benefitted by the redevelopment projects and economic development projects carried out under the Act to the extent of the special taxes levied under the Act.**

§ 31.61 MEMBERSHIP

- (A) **The five (5) commissioners for the Ellettsville Redevelopment Commission shall be appointed as follows:**
 - (1) **Three (3) citizen members shall be appointed by the Town Council President and shall meet the requirements of § 36-7-14-7.**

(2) Two (2) shall be appointed by the Town Council from the Town Council membership, neither of whom shall be the Town Council President.

(B) The Town Council President shall also appoint an individual to serve as a nonvoting advisor to the Ellettsville Redevelopment Commission who is a member of the school board of a school corporation that includes all or part of the territory served by the Redevelopment Commission or an individual recommended by the school board to the Town Council.

(C) No member of the Ellettsville Redevelopment Commission shall be a current member of the Ellettsville Plan Commission or the Ellettsville Board of Zoning Appeals.

Section 2. This Ordinance shall be in full force and effect after its passage.

This Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 8th day of July, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

AGREEMENT
between
TOWN OF ELLETTSVILLE
and the
BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

This agreement is entered into this ____ day of _____ 2024, by and between the Town of Ellettsville Government (“Town”) and the Bloomington Economic Development Corporation (“BEDC”).

WHEREAS, Town of Ellettsville has a significant interest in the retention, attraction, and development of high-quality, high-wage jobs across Monroe County; and

WHEREAS, Town of Ellettsville is an essential part of a regional economy, yet has interests and concerns that may be separate from other political entities in the region; and

WHEREAS, the BEDC serves as an economic catalyst for a prosperous resilient community, which drives innovative economic development practices that advance our community’s competitive edge;

WHEREAS, the BEDC works to diversify Monroe County’s employment base by growing future-focused jobs, increasing wages, and building upon the community’s strengths; and

WHEREAS, the BEDC advances these objectives through efforts to support business retention and expansion; to support business attraction; to market sites for employment growth; to represent the Town nationally in site selection activities; and to leverage the Economic Vitality Project to drive county-wide economic development.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution by all parties and continue through 12/31/2024 unless terminated prior to that date pursuant to Section 8 or extended pursuant to Section 11 herein.

2. Funding. The Town agrees to provide the BEDC \$10,000 per annum toward items listed in Section 3 and pursuant to the terms listed herein. The Town’s funding contribution is subject to the appropriation and availability of funds, and will be reviewed for renewal each year. If funds for the Town’s contribution are not forthcoming or are insufficient, through the failure of any entity—including the Town—then the Town shall have the right to terminate its contribution without penalty.

3. Deliverables. The BEDC agrees to do the following:

1. **Business retention, expansion, and attraction (BREA) services:**

- a. **Purpose:** Ensure existing employers thrive with sites and resources to grow, focusing specifically on developing key traded sector clusters (eg. life sciences, technology, advanced manufacturing, defense).
- b. **BEDC services:** The BEDC provides business retention, expansion, attraction (BREA) services to the Town of Ellettsville through the BEDC Business Development Director and President who lead BREA efforts, supported by the Communications & Membership Director.
BREA services include:
 - i. **Sites:** Maintain an inventory of land and buildings for employment growth across Monroe County. Explore site readiness for employment growth on target sites by working with partners to analyze whether proper infrastructure, zoning, and other needs are in place. Develop materials (e.g. site selection booklet, website, quarterly business reviews, other collateral) to promote these sites to employers and site selectors for target industries.
 - ii. **Business retention and expansion (BRE):**
 - 1. **Retention and expansion:** Conduct ongoing outreach to local traded sector employers to (a) identify factors that help or hinder their ability to grow and sustain quality employment, (b) strategize on ways to address challenges, (c) connect them to sites and state and local resources to aid in employment growth, and (d) help them navigate local government processes to support their expansion, such as incentives or permitting.
 - 2. **Retention:** Support traded sector companies and staff facing layoffs. Available BEDC support includes (a) connections to resources to support the company and impacted staff, (b) information on local employers that can hire affected staff, and (c) communications planning and outreach to ensure local stakeholders are apprised of changes due to layoffs.
 - iii. **Business attraction:** Ensure employers in our target sectors are aware of and select the Town of Ellettsville / Monroe County for their locations and expansions. Raise awareness among site selectors of our top sites for employment growth. Document and promote potential attraction incentives that are available to prospects (eg. access to training and workforce, resources to support employment growth, state and local tax incentives, etc.)
 - iv. **Bloomington Life Sciences Partnership (BLSP).**
 - 1. **Purpose:** Support the local life sciences employment ecosystem
 - 2. **Background and benefit to the Town of Ellettsville:** approximately 8,000-10,000 individuals work in life sciences in Monroe County, which is a significant driver for tax revenue and employment
 - 3. **Ongoing BEDC work:**

- a. **Life science promotion:** Continue to promote local life science companies through promotional materials
- b. **Student outreach:** Continue to co-organize an annual life science-related career event with the IU Kelley School of Business - Center for the Business of Life Sciences.
- c. **Talent pipelines and workforce tours:** Continue work with Indiana University, Ivy Tech, and local life sciences companies to develop awareness and avenues for connecting with the future workforce.
- d. **Responding to market realities:** Continue to meet with support life sciences companies and their staff as described in BRE above (section 1b.ii).

4. Technology cluster development and support for innovation

- a. **Purpose:** Prepare the local economy for the future by (1) developing advanced industries such as technology, (2) diversifying the local employment base, and (3) redeveloping former industrial sites.
- b. **Benefit to Monroe County:** This benefits the larger Monroe County community and region by growing the tech employment cluster, which includes 40+ tech companies based within the county.
- c. **Ongoing BEDC work:**
 - i. **Target tech industries** for business attraction, in areas that most complement community strengths and assets like microelectronics, AI/machine learning, robotics, software as a service, etc.
 - ii. **Bloomington Technology Partnership (BTP).** Continue management of the online Bloomington Technology Partnership (BTP) portal (bloomingtontech.com), which includes a tech job board.

2. **Additional activities benefitting the Town of Ellettsville:** The BEDC continues the following activities that also benefit economic development across the community:

a. Ellettsville Chamber / Envision Ellettsville: The BEDC Business Development Director participates in the Greater Ellettsville Area Chamber of Commerce and Envision Ellettsville.

b. Town promotion and information sharing:

- i. **Newsletters:** BEDC shares two weekly newsletters,
 - 1. Town government meetings are highlighted each week in the “In Monroe County” newsletter and Town press releases, bids RFPs and other announcements are shared through the News Around BTown newsletter.

- ii. **Social media:** Town government news related to economic development is also shared through the BEDC's active social media channels.
- iii. **Website:** The new BEDC website also features data relevant to the Town of Ellettsville for economic development purposes, highlights local sites, and links back to Town government resources.

c. Economic Vitality Project scorecard and strategies:

- i. Track the broader Monroe County community's economic vibrancy and help shape shared community strategies to achieve economic vitality.

d. Board Meetings and Attendance: The BEDC will host 4 all-member meetings and 7 board meetings throughout 2024, featuring topics of relevance to economic development across the Town of Ellettsville.

e. Small Talks: The concept of Small Talk emerged in response to the requests of BEDC members who desired more intimate gatherings. These Small Talk meetings occur seven times annually and are organized by other BEDC members to offer a distinctive experience. Joining a group of 12 to 20 BEDC members at these events provides an opportunity for economic development and business discussions, networking, and a unique experience.

4) **Acknowledgement of Town Support.** Recognizing and acknowledging the Town's membership in and support of the BEDC orally in formal meetings of the BEDC's membership and on print and web promotional materials through the following statement: The BEDC is a not-for-profit corporation dedicated to the retention, development, and attraction of quality jobs in Monroe County. The BEDC is funded through memberships from private industry, the Town of Bloomington, Town of Ellettsville, Indiana University, and Ivy Tech Community College-Bloomington. Grant support is provided by the City of Bloomington, Indiana University, and Town of Ellettsville.

5) **Participation in the BEDC Executive Committee.** Provide two ex officio appointments to the BEDC Executive Committee, one by the Ellettsville Town Manager and one by the Ellettsville Town Council.

6) **Deliverables.** Prior to January 31, 2025, the BEDC will provide to the Town a report regarding the status and accomplishments in each of the items listed in Section 3. Updates on BEDC outcomes are also posted on the BEDC website at <https://www.bloomingtonedc.com/news-and-media>

7) **Supervision and Independent Contractor Status.** The status of BEDC employees providing services pursuant to this Agreement as employees of the BEDC shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by their BEDC supervisors. During the entire term of this Agreement, the BEDC shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Town. The BEDC shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other

federal, state or local taxes required to be withheld from employees or payable on behalf of employees.

8) **Indemnity.** BEDC shall indemnify and hold harmless the Town against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by its officers, directors, agents, employees, successors and assigns, in the performance of this Agreement. The BEDC's indemnification of the Town hereunder shall be limited to the amount of funds provided by the Town to the BEDC under this Agreement.

9) **Records.** Each party shall retain all records related to this Agreement for a period of at least three years for the termination of this Agreement. Each party shall permit the other access to all records relating to this Agreement at all reasonable times for review and audit purposes.

10) **Termination of Agreement.** This agreement may be terminated in whole or in part by either party at any time for any reason by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Termination of the Agreement shall not affect any liabilities that accrued between the parties prior to the termination.

11) **Nondiscrimination.** As part of this Agreement, BEDC shall comply with Town Ordinance Section 36.015 and all other federal, state and local laws and regulations regarding non-discrimination in all regards, including but not limited to employment practices.

12) **Notice to Parties.** Whenever any notice, statement or other communication shall be sent to the Town or BEDC, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the BEDC: Jennifer Pearl
President
Bloomington Economic Development Corporation
1720 N Kinser Pike, Suite 001
Bloomington, IN 47404
jpearl@bloomingtonedc.com
Cell: 812-320-1003

Notice to Town: Michael Farmer
Town Manager
Town of Ellettsville
1150 W. Guy McCown Drive
Ellettsville, IN 47429

13) **Extension and Renewal of Agreement.** This Agreement may be renewed, renegotiated

or extended upon its expiration by mutual written consent of the parties.

14) Amendment and Modification. This Agreement may be amended at any time by mutual written and signed agreement of the authorized representatives of the parties, but may not be modified in any other manner, except as expressly provided by this Agreement.

15) Governing Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

16) Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect.

17) Waiver or Breach. The Waiver by either party or breach of any provision of this Agreement by the other party, shall not operate or be construed as a waiver of any subsequent breach by the parties. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

18) Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney Fees.

19) Verification of New Employees' Immigration Status. BEDC shall comply with provisions in Indiana Code § 22-5-1.7-1 I (b) which requires the Town to obtain the following from business entities that receive grants from the Town which total more than \$1,000.00:

- A sworn affidavit that affirms that the BEDC has enrolled and is participating in the E-Verify program.
- A sworn affidavit that affirms that the BEDC does not knowingly employ an unauthorized alien.
- Documentation that the BEDC has enrolled and is participating in the E-Verify Program.

The required affidavit and supporting documentation is attached to this Agreement as Exhibit A.

20) Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. This Agreement may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

TOWN OF ELLETTSVILLE

BY: _____, Town of Ellettsville

Date: _____

BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

BY: _____ Jennifer Pearl, President

Date: _____

**EXHIBIT A
E-Verify Affidavit**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of the BEDC.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the Town of Ellettsville to provide services;
 - OR is a subcontractor on a contract to provide services to the Town of Ellettsville.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Signature

Printed name

STATE OF INDIANA)) SS: COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2023.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____