

Agenda
Ellettsville Town Council
Monday, August 12, 2024

6:30 P.M. Call to Order

Prayer
Pledge of Allegiance
Roll Call

Approval of the Minutes for the Regular Meeting July 22nd, 2024

Action to pay Accounts Payable Vouchers and Payroll

*****Award Bid Contract for the Ellettsville Heritage Center*****

Resolutions

Resolution 26-2024 Transfer of Funds

Resolution 27-2024 Additional Appropriation

Resolution 28-2024 for the Annexation of 5517 N. Union Valley Road

Ordinance on First Reading

Ordinance 2024-15 to Amend Salary Ordinance 2023-18 to add HTCUC Interns Part-Time position

Ordinance on Second Reading

Ordinance 2024-16 Annexation of 5517 N. Union Valley Road

Ordinance 2024-17 Repealing the Town of Ellettsville, Indiana, Zoning Ordinance, Subdivision Control Ordinance and Maps and **Adopting the Town of Ellettsville, Indiana, Unified Development Ordinance and Maps** and Public Hearing Thereon

Old Business

Envision Ellettsville Update

New Business

Introduction of Everbridge Emergency Alert Management System

Easement for Duke Energy- DPW Building Project

Appointment of New Parks Board Member

MOU Addendum Between Town of Ellettsville and Monroe County Prosecutors office for HTCUC Interns

Baker Tilly Proposed Engagement Scope Agreement for Economic Projects

Future Digital Sign at the Fire Department

Public Hearing on the Office of Community Development Block Grant Program

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

Resolution 26-2024
Transfer of Funds

WHEREAS, it has been determined that more money is needed than is currently available in certain funds and appropriations:

THEREFORE, be it resolved that the following transfers are hereby authorized:

Park & Recreation

From:	2204-1-455	Heritage Trail/Town Improvements	\$	8,000.00
To:	2204-1-238	Park & Rec Materials	\$	8,000.00

Cumulative Capital Development (CCD)

From:	4402-4-374	Arms, Radar & Equipment Maintenance	\$	6,067.32
To:	4402-4-444	Vehicles & Equipment	\$	6,067.32

This Resolution was passed and adopted by the Town Council of Ellettsville, Indiana, on the 12th day of August, 2024

Scott Oldham, President

Attest:

Noelle M. Conyer, Clerk Treasurer

**RESOLUTION 27-2024
ADDITIONAL APPROPRIATION**

Whereas, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore:

Section 1 Be it resolved by the Town Council of the Town of Ellettsville, Monroe County that for the expenses of the taxing unit, the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: General Fund	Amount Requested
Major Budget Classification:	
Personal Services	\$28,000.00
Total for General Fund:	\$28,000.00

Fund Name: LIT PS	Amount Requested
Major Budget Classification:	
Personal Services	\$6,000.00
Total for General Fund:	\$6,000.00

Adopted this 12th day of August 2024

AYE

NAY

Scott Oldham, President

Scott Oldham, President

Dan Swafford, Vice President

Dan Swafford, Vice President

William Ellis

William Ellis

Trevor Sager

Trevor Sager

Pamela Samples

Pamela Samples

ATTEST:

Noelle M. Conyer, Clerk-Treasurer

RESOLUTION 28-2024

TO ADOPT A RESOLUTION FOR A FISCAL PLAN

**Valu-built, Inc.
5517 N. Union Valley Road, Bloomington, Indiana 47404**

Parcel No. 53-04-10-100-004.001-011

WHEREAS, the Town of Ellettsville desires to annex one parcel consisting of approximately 6.23 acres of land into the Town of Ellettsville, which is more specifically described in Ordinance 2024-16, a copy of which is attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, responsible planning and state law require adoption of a fiscal plan and a policy for the provision of Town services to the annexed area; and

WHEREAS, such a plan has been developed and presented to the Town Council, entitled “The Valu-built, Inc. Annexation Fiscal Plan.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA, THAT:

1. The Town Council of the Town of Ellettsville, Monroe County, Indiana, hereby approves and adopts the Valu-built, Inc. Annexation Fiscal Plan, which plan is attached hereto as Exhibit 2 and made a part hereof and hereby approves and adopts the specific policies for implementation of the plan as set forth therein, and establishes a definite policy to provide services in accordance with said plan.
2. Any monies necessary for the provision of services as described and itemized in the attached plan shall be budgeted and appropriated from the applicable fund, pursuant to state law and the Town’s budget procedure.
3. It is anticipated that this annexation will not result in the elimination of jobs for employees of other governmental entities.

This Resolution takes effect upon adoption.

This Resolution was passed and adopted by the Ellettsville Town Council of Ellettsville, Indiana, at the Ellettsville Town Hall on the 12th day of August, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham, President

Attest:

Noelle Conyer, Clerk/Treasurer

EXHIBIT 1

ORDINANCE 2024-16

**AN ORDINANCE REGARDING THE VOLUNTARY ANNEXATION OF
5517 N. Union Valley Road, Bloomington, Indiana**

(Valu-built, Inc.)

BE IT ORDAINED AND ADOPTED by the Town Council of Ellettsville, Indiana,

WHEREAS, the boundary of the Town of Ellettsville, Indiana, is contiguous to the real estate described herein; and

WHEREAS, on _____, 2024 Ernest Xi, on behalf of Valu-built, Inc., filed a Petition for voluntary annexation of approximately 6.23 acres of land located at 5517 N. Union Valley Road, Ellettsville, Indiana, requesting voluntary annexation of the area pursuant to Indiana Code § 36-4-3-5.1;

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ADOPTED BY THE TOWN COUNCIL OF ELLETTSVILLE, MONROE COUNTY, INDIANA, that:

Section 1. The following described land be, and the same is, hereby annexed to and declared a part of the Town of Ellettsville, Indiana, to-wit:

Address: 5517 N. Union Valley Road, Bloomington, Monroe County, Indiana 47404

Parcel Number: 53-04-11-400-012.000-011

LEGAL DESCRIPTION-

Part of the east half of Section 11, Township 9 North, Range 2 West, lying in Monroe County, Indiana, described as follows:

Commence at the southeast corner of said Section 11, said corner being marked by a railroad spike in the approximate centerline of Union Valley Road; thence North 00 degrees 09 minutes 15 seconds East 2,852.50 feet along the east line of said Section 11, to the northeast corner of the Jane E. Barker property as described in Deed Record 345, at page 443, in the office of the Recorder of Monroe County, Indiana, thence North 88 degrees 42 minutes 30 seconds West 220.00 feet along the north line and to the northwest corner of said Barker property, said point being the point of beginning of herein described parcel; thence South 00 degrees 09 minutes 15 seconds West 130 feet along the west line and to the southwest corner of said Barker property, said southwest corner being on the north

line of the Gregory and Deborah Popp property as described in Deed Record Book 321, at page 240, in the office of the Recorder of Monroe County, Indiana, thence North 88 degrees 42 minutes 30 seconds West 169.35 feet along said north line and to the northwest corner of said Popp property; thence South 07 degrees 02 minutes 00 seconds West 498.00 feet along the west line and to the southwest corner of said Popp property and the north line of the Tom Ponton property as described in Deed Record Book 360, pages 498 and 499, in the office of the Recorder of Monroe County, Indiana; thence North 88 degrees 42 minutes 30 seconds West 428.50 feet along the north line of said Ponton property to the southeast corner of the Scott and Tracy Housel property as recorded in Deed Record Book 354, at page 100, in the office of the Recorder of Monroe County, Indiana; thence North 12 degrees 28 minutes 20 seconds East 636.96 feet along the east line of said Scott and Tracy Housel property; thence South 88 degrees 42 minutes 30 seconds East 521.59 feet to the point of beginning, containing 6.23 acres, more or less.

Section 2. BE IT FURTHER ORDAINED that the boundaries of the Town of Ellettsville shall be, and the same are, hereby declared to be extended so as to include all of the real estate described above as part of the Town of Ellettsville, Indiana.

Section 3. Pursuant to I.C. § 36-4-3-3, the above described territory, which is hereby annexed to and declared a part of the Town of Ellettsville, Indiana, shall be assigned to Council Ward 4.

Section 4. The above described territory, which is to be annexed to and declared a part of the Town of Ellettsville, Indiana, **is to be zoned Residential -1, Single Family Residential**, upon annexation.

Section 5. Pursuant to I.C. § 36-4-3-7(a) and § 36-4-3-7(b) this Ordinance shall be in full force and effect from and after its passage, promulgation, approval by the Town Council, and after final publication in accordance with the law.

PASSED AND ADOPTED by the Town Council of the Town of Ellettsville, Monroe County, Indiana, upon this 12th day of August, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham, President

Attest:

Noelle Conyer, Clerk/Treasurer

This Ordinance was published in the Herald Times on the _____ day of _____, 2024.

Noelle Conyer, Clerk/Treasurer

EXHIBIT 2



Town of Ellettsville
Department of Planning & Development

FISCAL PLAN
Valu-built Annexation

Project Description

Location: 5517 N. Union Valley Road

Size: +/- 6.23 acres

Number of Parcels: 1

Current Zoning (Monroe County): AG/RR; Agricultural/Rural Reserve

Proposed Zoning: R-1; Single Family Residential

State Law Requirements

When pursuing an annexation, a municipality must comply with State law, as established in the statutes at I.C. 36-4-3 et seq., as amended. I.C. 36-4-3-1.5 sets forth the requirements for contiguity:

1. The aggregate external boundaries of the territory sought to be annexed are fifty-nine percent (59%) contiguous to the boundaries of the municipality;

Additionally, Indiana Statute (IC 36-4-3-3.1) requires the Town of Ellettsville, the annexing municipality, to develop and adopt by resolution, a fiscal plan for extension of municipal services to the annexed area.

In the preparation of the annexation fiscal plan, as required by Indiana Code, the Town of Ellettsville has determined and compared the cost of providing non-capital and capital services to the annexation area, with the potential tax revenue generated by the developed parcel. The fiscal plan shall identify the following:

1. The cost estimates for planned services to be furnished to the property to be annexed;
2. The method or methods of financing the planned services;
3. The organization and extension of services;
4. That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation;

5. Those services requiring capital improvements, including street construction, sewer facilities, water facilities, and stormwater drainage facilities, will be provided within three (3) years after the effective date of the annexation;
6. The estimated effect on taxpayers in the Town of Ellettsville;
7. The effect of annexation on the Town of Ellettsville finances;
8. The effect of annexation on other political subdivisions and taxpayers that are not part of the annexation; and
9. A list of the property, property owner, parcel identification number and most recent assessed value.

Contiguity

The property to be annexed by the Town of Ellettsville has a total border of 1,831.33 feet and is contiguous along 1,078.94 feet. The total percentage contiguous is 59%, meeting contiguity requirements of Indiana Code and will be zoned Residential 1; Single Family Residential.

Cost of Services Provided by the Town of Ellettsville to the Annexed Property

This report has been created for the purpose of estimating the potential fiscal impact of new development and annexations to the Town of Ellettsville. It is not intended to serve a specific budgetary purpose, but rather express estimated costs and benefits based on a set of level-of-service related assumptions.

Organization and Extension of Services

The Town of Ellettsville is committed to providing capital and non-capital services to the land proposed for annexation in the same manner as areas currently within Town limits, regardless of similarity. Non-capital services will be provided within one year of the completion of the annexation. Capital improvements, if any, will be provided within three years of the completion of the annexation. Any monetary figures presented here are merely estimates, subject to change. Many variables, including the rate and extent of future development, future property assessments, and fluctuations in the cost of providing various services are expected to have an influence.

1. Non-Capital Improvements:

The Town of Ellettsville Departments of Planning, Utilities, Stormwater, Police, Fire, EMS, Clerk/Treasurer, and Street will assume and retain immediate responsibility. There are little to no actual anticipated costs with the extension of these services and each of these services will be readily available within the one (1) year requirement.

2. Capital Improvements:

Capital improvements are those such as water, sanitary sewer, storm sewer and street maintenance projects that would be required for further development. Each of these utilities are currently located on or near the property and will not require any capital projects. Any new development of the property requiring utilities will be the responsibility of the developer. Other utilities such as natural gas, electric, cable, and telephone services are provided by private companies.

Financial Recommendations

The purpose of this section is to review and discuss the potential revenues for funding the increased costs for providing services to the annexation area.

1. Real Property Tax
 - a. The net assessed valuations of the parcels as of May 10, 2024, is \$385,600 and will have very little impact the tax rate throughout town, and will have little effect on revenue. See 'Effect of Annexation' section for further information.
2. Personal Property Tax
 - a. There will likely not be personal property taxes associated with development of this parcel.
3. Local Income Tax (LIT)
 - a. On July 1st of each year, the Indiana Department of Revenue certifies a distribution of the Local Income Tax (LIT) for Monroe County. LIT is distributed based upon the proportionate share of the Town's budget levy in relation to the civil taxing units and school corporations within the county and is dependent on a number of variables including the budget levies of other taxing units in Monroe County and the estimated county income tax collection. The estimated LIT revenues to the Town attributable to the annexation cannot be determined.
4. Water/Sewer
 - a. There are no expected cost increases to the Town to provide these services.

Effect of Annexation

1. Estimated Effect on Taxpayers in Ellettsville
 - a. The estimated tax rate would increase from 0.5673 to 0.6169 in the year 2024, and would be expected to remain relatively similar for the next four (4) years.
 - b. The estimated change in tax levy per taxpayer will be minimal. The tax rate drop of 0.004 would amount to approximately \$16.00 per year for a \$200,000 home. The amount over four (4) years would be negligible.
 - c. The annexation will not require any increase in expenditures.
 - d. The annexation of this parcel should have no noticeable effects on service levels.
 - e. The annexation will have minimal to no effect on annual debt service payments.
2. Estimated Effect on Municipal Finances
 - a. The estimated levy increase due to the annexation is \$1,860.52. Estimated levy increases contributed to this annexation and a constant growth rate of 4.3% over the next four (4) years would be an increase of \$7,935.99 over this time period compared to the growth rate without annexation.
 - b. Any lowering of the tax levy will result in a slight reduction in the number of properties reaching the tax caps, and increase receivable revenue for the Town.
3. Estimated Effect on Other Political Subdivisions

- a. There is no outstanding Monroe County debt tied to income taxes to consider.
- b. The annexation will not be taking possession of any Monroe County infrastructure currently with outstanding debt.
- c. Richland Township currently has \$38,475 of outstanding debt spread across three years to consider.
 - i. Ellettsville would be required to repay a total of \$1,393.78 over those five years to cover the amount lost from annexation. (See appendix for yearly totals)
- d. There is a tax rate totaling 0.014430 for Richland Township fire that would result in approximately \$22.69 per year that would be lost due to annexation.
 - i. The resulting change in the tax rate for Richland Township fire related services could rise to 0.12894, resulting in a negligible increase to Richland Township residents in unincorporated areas of Monroe County.
- e. The circuit breaker does not come into effect for this annexation.

Parcels to be Annexed

- 1. Parcel ID No. 53-04-11-400-012.000-011
 - a. Property Owner – Ross B. Arvin Special Needs Trust
 - b. Property Address – 5517 N. Union Valley Road
 - c. Assessed Value (2023) - \$385,600

Other Considerations

- 1. The property is currently zoned AG/RR; Agricultural/Rural Reserve by Monroe County and all will be designated as R-1; Single Family Residential
- 2. The property will be assigned to Council Ward 4.

Summary

The purpose of this annexation is to bring two (2) parcels into the jurisdiction of the Town of Ellettsville. The fiscal plan for this property shows little impact on Town revenue, and the costs associated with this annexation are negligible. Overall, there should be a small, positive effect on Town finances. The effects on taxpayers outside of Ellettsville will be minimal. Therefore, Staff recommends that the Plan Commission send a favorable recommendation to Town Council for annexation with a recommended zoning of A-1; Agricultural.

Legal Description

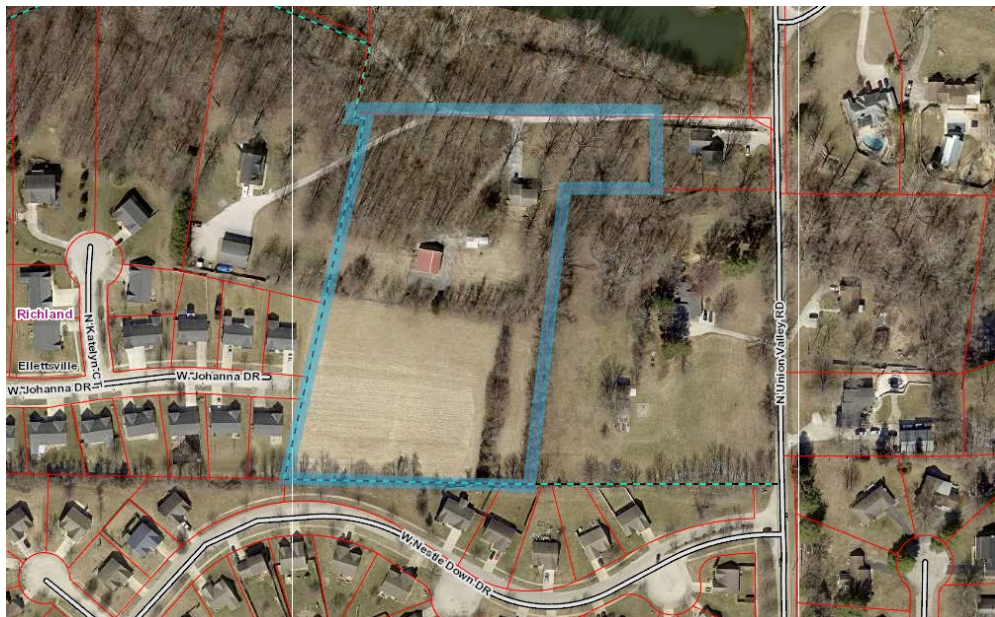
Part of the east half of Section 11, Township 9 North, Range 2 West, lying in Monroe County, Indiana, described as follows:

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Recorder of Monroe County, Indiana, thence North 88 degrees 42 minutes 30 seconds West 220.00 feet along the north line and to the northwest corner of said Barker property, said point being the point of beginning of herein described parcel; thence South 00 degrees 09 minutes 15 seconds West 130 feet along the west line and to the southwest corner of said Barker property, said southwest corner being on the north line of the Gregory and Deborah Popp property as described in Deed Record Book 321, at page 240, in the office of the Recorder of Monroe County, Indiana, thence North 88 degrees 42 minutes 30 seconds West 169.35 feet along said north line and to the northwest corner of said Popp property; thence South 07 degrees 02 minutes 00 seconds West 498.00 feet along the west line and to the southwest corner of said Popp property and the north line of the Tom Ponton property as described in Deed Record Book 360, pages 498 and 499, in the office of the Recorder of Monroe County, Indiana; thence North 88 degrees 42 minutes 30 seconds West 428.50 feet along the north line of said Ponton property to the southeast corner of the Scott and Tracy Housel property as recorded in Deed Record Book 354, at page 100, in the office of the Recorder of Monroe County, Indiana; thence North 12 degrees 28 minutes 20 seconds East 636.96 feet along the east line of said Scott and Tracy Housel property; thence South 88 degrees 42 minutes 30 seconds East 521.59 feet to the point of beginning, containing 6.23 acres, more or less.

ALSO CONVEYING:

An Ingress and Egress Easement and Maintenance Agreement recorded December 14, 2004, as Instrument Number 2004026683, as corrected by Surveyor's Affidavit recorded as Instrument Number 2013003570, all in the office of the Recorder of Monroe County, Indiana.



**Ordinance 2024-15
to Amend the 2024 Salary Ordinance 2023-18**

WHEREAS, The Town Council of Ellettsville, Monroe County, Indiana established the salaries for the said Budget Year 2024; and

WHEREAS, It has been determined by the Town Council that due to creating a part-time employee position for The Police Department it is necessary to amend the 2024 Salary Ordinance. And

THEREFORD BE IT ORDAINED AND ADOPTED by The Council of the Town of Ellettsville, Monroe County, Indiana that Ordinance 2023-18 be amended by adding the following:

GENERAL FUND - POLICE

108 High Tech Crime Unit Interns -Part-Time \$10 per hour

This Ordinance was passed and adopted by the Ellettsville Town Council, Ellettsville, Indiana on the Day the 12th of August, 2024.

AYE

NAY

Scott Oldham, President

Dan Swafford, Vice President

William Ellis

Pamela Samples

Trevor Sager

Attested: _____
Noelle M. Conyer, Clerk-Treasurer

RESOLUTION 3-2024

RESOLUTION RECOMMENDING REPEAL IN PART OF THE TOWN OF ELLETTSVILLE, INDIANA, ZONING ORDINANCE, SUBDIVISION CONTROL ORDINANCE AND MAPS AND THE ADOPTION OF THE TOWN OF ELLETTSVILLE, INDIANA, UNIFIED DEVELOPMENT ORDINANCE AND MAPS

WHEREAS, notice was given in accordance with Ind. Code § 5-3-1, 36-7-4-500 and 36-7-4-600 et seq. that the Ellettsville Plan Commission would conduct a public hearing on a proposal to recommend the adoption of a replacement zoning ordinance and maps; and

WHEREAS, the public hearing was held on July 11, 2024, following the giving of required notice, with opportunity for all interested parties to offer evidence and present their views to the Commission; and

WHEREAS, the Plan Commission voted 6-0 in favor of sending the proposed UDO and zone maps to the Ellettsville Town Council for approval; and

WHEREAS, the Plan Commission has determined that certain provisions in the Code of Ordinances should remain in full force and effect until a standards manual can be developed and adopted by the Plan Commission, those sections being:

152.101-152.104	Floodplain Management/Development in the Floodplain
152.140-152.153	Erosion Control
152.160-152.165	Stormwater Control
152.170-152.177	Stormwater Runoff
152.310-152.317	Plan Commission Rules
152.330-152.335	Board of Zoning Appeals Rules
152.363	Fee Schedule
153.04	Preliminary Plat Required Information
153.073	Sight Distance
153.077	Transverse Slopes
153.078	Minimum Radii of Curvature on the Centerline
153.082	Pavement Materials (Portland Cement Concrete Pavement)
153.083	Curbs and Gutters
153.110 (A) and (B)	Electric Service
153.111 (A) and (B)	Communication Services

NOW, THEREFORE, BE IT RESOLVED BY THE ELLETTSVILLE PLAN COMMISSION OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA, as follows:

1. The following be forwarded to the Ellettsville Town Council with a favorable recommendation for passage and adoption:

See attached Exhibit A (Unified Development Ordinance)

See attached Exhibit B (Revised Zone Map)

2. That a recommendation be made to Council to hold in abeyance the repeal of the following sections of the Ellettsville Town Code until standards manuals can be developed:

152.101-152.104	Floodplain Management/Development in the Floodplain
152.140-152.153	Erosion Control
152.160-152.165	Stormwater Control
152.170-152.177	Stormwater Runoff
152.310-152.317	Plan Commission Rules
152.330-152.335	Board of Zoning Appeals Rules
152.363	Fee Schedule
153.04	Preliminary Plat Required Information
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153.082	Pavement Materials (Portland Cement Concrete Pavement)
153.083	Curbs and Gutters
153.110 (A) and (B)	Electric Service
153.111 (A) and (B)	Communication Services

3. This Resolution is declared to be retroactive to July 11, 2024.

This Resolution was passed and adopted by the Ellettsville Plan Commission, Ellettsville, Indiana, at the Ellettsville Town Hall on the 8th day of August, 2024.

David Drake, President
Ellettsville Plan Commission

Attest:

Mike Burns
Ellettsville Plan Commission Secretary



Town of Ellettsville
Department of Planning & Development

TO: THE ELLETTSVILLE TOWN COUNCIL

CERTIFICATION

PC 24-02 – Unified Development Ordinance

I, Denise Line, hereby certify that during its meeting on July 11, 2024, the Ellettsville Plan Commission considered a request for a Unified Development Ordinance. The Plan Commission gave a unanimous favorable recommendation.

Denise Line
Planning Director

July 11, 2024

Date



Town of Ellettsville
Department of Planning & Development

TO: THE ELLETTSVILLE TOWN COUNCIL

CERTIFICATION
PC 24-02 – Zoning Map Amendment

I, Denise Line, hereby certify that during its meeting on July 11, 2024, the Ellettsville Plan Commission considered a request for a zoning map amendment. The Plan Commission gave a unanimous favorable recommendation.

Denise Line
Planning Director

July 11, 2024
Date

ATTORNEY CERTIFICATION

I, Darla S. Brown, attorney for the Ellettsville Plan Commission, hereby certify that the foregoing is a true and accurate copy of the proposed Unified Development Ordinance and Zone Maps as approved by the Ellettsville Plan Commission at the close of the public hearing and public meeting held at the Ellettsville Town Hall on July 11, 2024.

A handwritten signature in cursive script that reads "Darla S. Brown". The signature is written in black ink and is positioned above a horizontal line.

Darla S. Brown
Attorney, Ellettsville Plan Commission

ORDINANCE 2024-17

AN ORDINANCE ADOPTING THE TOWN OF ELLETTSVILLE, INDIANA, UNIFIED DEVELOPMENT ORDINANCE AND MAPS AND REPEALING IN PART VARIOUS SECTIONS OF THE ELLETTSVILLE SUBDIVISION AND PLANNING AND ZONING REGULATIONS

WHEREAS, The Ellettsville Town Council is advised that the Ellettsville Plan Commission held a public hearing, on July 11, 2024, following the giving of required notice, on the adoption of a new Unified Development Ordinance and Zone Maps; and

WHEREAS, Plan Commission has given a favorable recommendation for the adoption of the proposed Unified Development Ordinance and adoption of the Zone Maps:

WHEREAS, this Town Council concurs in the recommendation of the Plan Commission for the adoption of the Unified Development Ordinance and Zone Maps; and

WHEREAS, the Town Council also finds it prudent and in the best interests of the Town to hold in abeyance the repeal of various sections of the Ellettsville Town Code, those being the following, until standards manuals can be adopted by the Plan Commission:

152.101-152.104	Floodplain Management/Development in the Floodplain
152.140-152.153	Erosion Control
152.160-152.165	Stormwater Control
152.170-152.177	Stormwater Runoff
152.310-152.317	Plan Commission Rules
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153.082	Pavement Materials (Portland Cement Concrete Pavement)
153.083	Curbs and Gutters
153.110 (A) and (B)	Electric Service
153.111 (A) and (B)	Communication Services

NOW, THEREFORE, BE IT ORDAINED BY THE ELLETTSVILLE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA:

1. The Town of Ellettsville, Planning and Zoning Regulations (Title XV, Chapter 152, Ordinance 03-05); Subdivision Regulations (Title XV, Chapter 153, Ordinance 2004-02) and Maps are hereby repealed in part, **excepting** the following subsections:

152.101-152.104	Floodplain Management/Development in the Floodplain
152.140-152.153	Erosion Control
152.160-152.165	Stormwater Control
152.170-152.177	Stormwater Runoff
152.310-152.317	Plan Commission Rules
152.330-152.335	Board of Zoning Appeals Rules
152.363	Fee Schedule
153.04	Preliminary Plat Required Information
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153.082	Pavement Materials (Portland Cement Concrete Pavement)
153.083	Curbs and Gutters
153.110 (A) and (B)	Electric Service
153.111 (A) and (B)	Communication Services

2. The current Town of Ellettsville Zone Maps are repealed.
3. The partial repeal of The Town of Ellettsville, Planning and Zoning Regulations (Title XV, Chapter 152, Ordinance 03-05); Subdivision Regulations (Title XV, Chapter 153, Ordinance 2004-02) and the repeal of the Zone Maps shall have no retroactive application and said provisions shall remain enforceable as to any prior existing and continuing violations.
4. The terms of the Unified Development Ordinance (Exhibit A), as certified by the Plan Commission, is hereby adopted.
5. The Zone Maps (Exhibit B), as certified by the Plan Commission, are hereby adopted.

The foregoing Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 12th day of August, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
 President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

Ellettsville Utilities

1150 W. Guy McCown Dr.
P.O. Box 8
Ellettsville, IN 47429



(812) 876-2297 - Phone
(812) 876-6850 - Fax

IT'S HERE!!!

The Town of Ellettsville Department of Public
Works is proud to present our
**EMERGENCY ALERT NOTIFICATION
SYSTEM!!**

SCAN THIS QR CODE TO SIGN UP



YOU MAY ALSO SIGN UP USING THIS LINK:

<https://member.everbridge.net/index/84492207259711>

**Sign up today to get all of the important emergency
announcements!**

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Michelle Sechman
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 53-04-03-300-042.002-013

EASEMENT

State of Indiana
County of Monroe

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **THE TOWN OF ELLETTSVILLE** (“**Grantor**”, whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Section 3, Township 9 North, Range 2 West, Richland Township, Monroe County, State of Indiana; being a part of Lot 2, Guy McCown Subdivision-Phase One as recorded in **Instrument Number 2015017249**, and also **Instrument Number 2016002071**, in the Office of the Recorder of Monroe County, Indiana (“**Property**”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

THE TOWN OF ELLETTSVILLE

Signed Name

Printed Name

Title

_____ OF _____)
COUNTY OF _____) ss:

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of THE TOWN OF ELLETTSVILLE, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 20_____.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

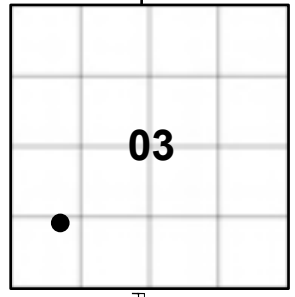
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jamie Keil

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

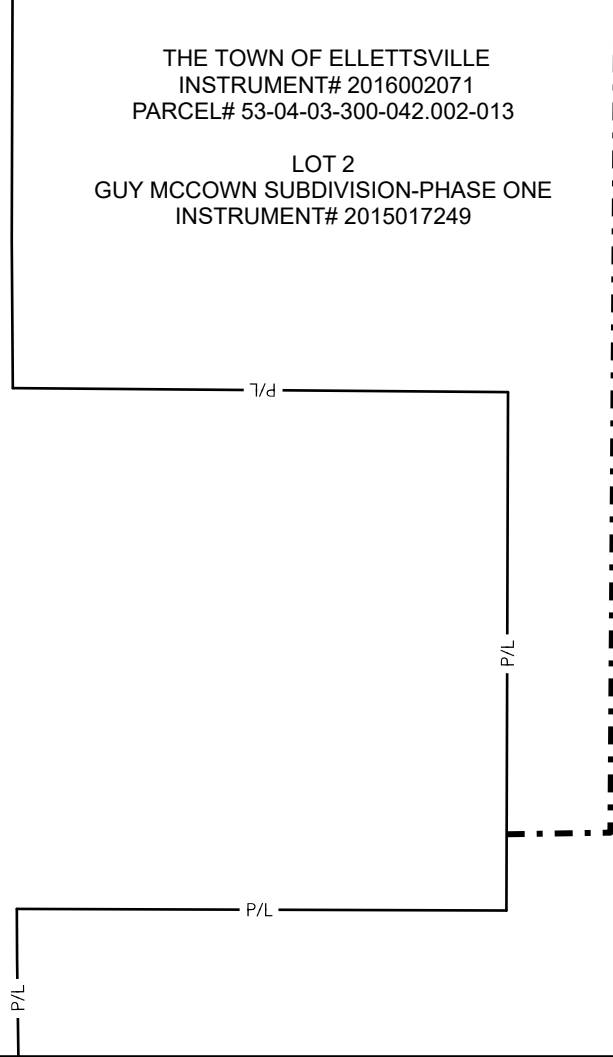


↑
TO W MAPLE GROVE RD



THE TOWN OF ELLETTSVILLE
INSTRUMENT# 2016002071
PARCEL# 53-04-03-300-042.002-013

LOT 2
GUY MCCOWN SUBDIVISION-PHASE ONE
INSTRUMENT# 2015017249



← CENTERLINE OF 15'
WIDE EASEMENT

LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

MONROE COUNTY, INDIANA

SITE NAME: RICHLAND TOWNSHIP, SECTION 3, TOWNSHIP 9N, RANGE 2W



DR. ORC	EXHIBIT MAP OF: EASEMENT	
CK. ORC	EXHIBIT MAP FOR: THE TOWN OF ELLETTSVILLE	
DATE: 8/7/2024	LOCATION: W MAPLE GROVE RD, ELLETTSVILLE, IN	WO# 54643692-20

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into as of the last signature below (“Effective Date”) between **Monroe County Prosecuting Attorney’s Office** (“Prosecuting Attorney”) and the **Town of Ellettsville, of Monroe County Indiana**, a municipal corporation (“Town”).

WHEREAS Prosecuting Attorney received grant funding from the Indiana Prosecuting Attorneys Council for the establishment, administration, and maintenance of a high-tech crimes unit (“HTCU”); and

WHEREAS, Prosecuting Attorney executed a Memorandum of Agreement with Town to provide funding to support the creation of the HCTU at Town and Town agreed to perform activities and services described in Addendum A to the original Memorandum of Agreement between Prosecuting Attorney and Town; and

WHEREAS, in order to fully collect, store, and analyze digital forensic evidence and assist in criminal investigations, HCTU requires the employment of paid student interns; and

WHEREAS the Prosecuting Attorney wishes to establish this Agreement with Town to provide funding to support the hiring of paid student interns.

THEREFORE, it is agreed as follows:

Article 1. Hiring

Town will hire at least two and not more than three student interns, as part-time employees of Town, for the term of this Agreement. George Robinson, Chief Deputy Marshal and Town employee (“Principal Investigator”), will supervise all interns.

Article 2. Term

The term of this Agreement shall commence on July 1, 2024 and remain in effect until June 30, 2026 (“Term”) unless changed by mutual consent of the parties by written amendment to this Agreement.

Article 3. Consideration and Payment

3.1. Student interns shall be paid at the rate of Ten Dollars (\$10.00) an hour, for no more than 25 hours a week. Unless amended, the total amount of money to be paid to the Town by the Prosecuting Attorney under this Agreement for the two year contract term is _____ annually, or a total of _____ for the two year contract term (“Contract Amount”).

3.2. Because the Contract Amount is based on the amount necessary to reimburse the Town for the student intern’s salaries, Town shall invoice the Prosecuting Attorney bi-weekly or

monthly for such reimbursement. Prosecuting Attorney shall make payments to Town within

thirty (30) days of receipt of an invoice. Town shall send invoices to the following Prosecuting Attorney address:

Monroe County Prosecuting Attorney's Office
Attn: Erika Oliphant
301 N. College Avenue, Room 211
Bloomington, Indiana 47404-3865

3.3. Checks should be made payable to **Town of Ellettsville** and sent to:

Ellettsville Clerk-Treasurer
Attn: Noelle Conyer
P.O. Box 8
Ellettsville, Indiana 47429

Tax ID# 35-1124606

3.4. Any additional cost for Town's performance of the Services shall be approved by Prosecuting Attorney prior to incurring the cost. Costs agreed upon by both parties shall be invoiced and paid as described in paragraphs 3.2 and 3.3.

Article 4. Termination

4.1. This Agreement may be terminated by either party by providing written notice to the other party at least forty-five (45) days prior to the effective date of termination.

4.2. In the event that either party defaults or breaches any material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days written notice to the party in default or breach, provided however that if the party defaulting, breaching, or failing, within thirty (30) days of the receipt of such notice cures the said default, breach or failure, the Agreement will continue in force and effect.

4.3. In the event of early termination by either party, Prosecuting Attorney shall pay Town for all costs and non-cancellable commitments incurred in the performance of the Services prior to the effective date of termination.

Article 5. Mutual Liability

Each party shall be responsible for its own acts or omissions and the acts or omissions of its employees, officers, or directors, to the extent allowed by law

Article 6. Modifications

Any modification to this Agreement shall be in writing and signed by both Prosecuting Attorney and Town.

Article 7. Independent Contractors

Nothing contained herein will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between Prosecuting Attorney and Town.

Article 8. Miscellaneous

8.1. The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.

8.2. The construction and enforcement of this Agreement will be governed by the laws of the State of Indiana, United States of America, without regard to principles of choice of law. The parties acknowledge that this contract is entered into and will be performed in Indiana.

8.3. No waiver of any default, condition, provision or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement.

8.4. If any paragraph, term, condition or provision of this Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.

Article 9. Notices

Notices to be provided between the parties shall be provided to the following individuals for each party:

PROSECUTING ATTORNEY:

Monroe County Prosecuting Attorney’s Office
Attn: Erika Oliphant
301 N. College Avenue, Room 211
Bloomington, Indiana 47404-3865

TOWN:

Programmatic Notices:

Town of Ellettsville
Ellettsville Police Department
1406 W. Guy McCown Drive
Ellettsville, Indiana 47429
Attn: Deputy Chief Marshal George Robinson
Phone: (81) 876-2270, Ext. 103
Email: grobinson@ellettsville.in.us

Contractual and Financial Notices:

Town of Ellettsville
Clerk-Treasurer
P.O. Box 8
Ellettsville, Indiana 47429
Attn: Noelle Conyer, Clerk-Treasurer
Phone: (812) 876-3860
Fax: (812) 876-3491
Email: clerktreasurer@ellettsville.in.us

The parties hereto have caused this Agreement to be executed by their duly authorized

Signed: _____ Date: _____ Signed: _____ Date: _____

Scott Oldham
President, Ellettsville Town Council

Name: Erika Oliphant
Title: Monroe County Prosecuting Attorney

PRINCIPAL INVESTIGATOR

Monroe County Board of Commissioners

Signed: _____ Date: _____ Signed:  _____ Date: _____

Name: George Robinson
Title: Chief Deputy Marshal, Ellettsville Police Department

Julie Thomas
President

RE: TIF Management

DATE: May 10, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Ellettsville, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services.

A. Periodic Services – Performed on an "As Requested" Basis

1. Assist with the Creation of New TIF Allocation Area
 - a) As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
 - b) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
 - c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
 - d) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed TIF Area, as needed.
 - e) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed TIF Area and to address any questions.
2. Assist with the Creation of New Residential TIF Allocation Area
 - a) Preliminary Planning and Development Services
Financial Analysis
 - (1) Obtain estimates of the proposed real property investment from the developer or representatives of the developer for the purpose of estimating the amount of tax increment revenues to be generated from the proposed development and the impact of the establishment of the proposed Residential TIF Area on the overlapping taxing units, including illustrative State Basic Grant funding to the affected school corporation(s).
 - (2) If requested, prepare analyses of different development/financing scenarios.
 - (3) At the request of the Client, attend one public meeting to discuss the analysis.
 - b) As needed, work with the Client and its advisors to analyze the boundaries of the proposed Residential TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed Residential TIF Area.

- c) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed Residential TIF Area, if needed.
- d) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed Residential TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- e) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed Residential TIF Area, as needed.
- f) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed Residential TIF Area and to address any questions.

3. Project Evaluation and Feasibility

- a) In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives and/or related infrastructure needs; the use of tax increment financing (TIF), tax abatement and other sources of revenue and funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; other issues and considerations.
- b) Prepare an estimate of real and depreciable personal property assessed value for the proposed development based on investment information provided by the company, the developer or its representatives. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.
- c) Prepare a preliminary tax increment feasibility analysis to estimate the incremental property tax revenues that might be created by the Project and provide an estimate of the amount of bonds such revenues might support and potential incentive value. Discuss bond options and security needed to market bonds if applicable.
- d) Review developer-prepared tax increment projections and bonding capacity analysis, and provide written feedback to the Client, if applicable.
- e) Prepare financing feasibility analysis based upon a proposed split of tax increment between a developer and the Client, if applicable.
- f) Prepare a preliminary analysis utilizing both new and existing tax increment considering any outstanding obligations payable from the existing TIF, and additional or leveraged funding such as grants, developer contributions or concessions and other sources of funds, and provide additional incentive options. Research new sources of potential revenue, if applicable.
- g) Discuss preliminary financing feasibility with Client and company representatives and advisors. Attend meetings and participate in conference calls as requested.
- h) If requested by the Client, prepare additional financing feasibility analyses and options as discussions and negotiations evolve.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred as follows:

Scope Section	Fee	Minimum	Not to Exceed
A.1.	Time and Expense*	\$7,500	\$15,000
A.2.	Time and Expense*	\$7,500	\$15,000
A.3.	Time and Expense*		Determined and mutually agreed upon at the time of the request

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

**Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Matthew R. Eckerle, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____