

**ORDINANCE NO. 2017-12**



**AN ORDINANCE ANNEXING CONTIGUOUS TERRITORY INTO THE CITY OF AUSTIN**

**WHEREAS**, the City of Austin (the “City”) is authorized by IC 36-4-3-1 *et seq.* (the “Act”) to annex territory which is contiguous to the City’s boundary;

**WHEREAS**, the Common Council of the City has received a petition from Terry A. Goodin and Darcie S. Goodin, requesting the City to annex into the City certain real estate consisting of approximately 10 acres (+/-) located on east State Road 256 that is described in Exhibit “A”, which is attached hereto and incorporated herein by reference (the “Territory”), and the Territory is located outside the current municipal boundary of the City;

**WHEREAS**, to the extent the Territory includes land contiguous to a public highway, the Territory shall include the contiguous areas of the public highway and public highway rights-of-way;

**WHEREAS**, at least one-eighth (1/8) of the aggregate external boundaries of the Territory coincides with the municipal boundaries of the City;

**WHEREAS**, the Common Council desires to annex the Territory into the City;

**WHEREAS**, the City has developed and adopted a written fiscal plan and adopted a definite policy for providing services concurrently with the passage of this ordinance.

**WHEREAS**, the appropriate notices have been mailed and published and public hearings have been opened, conducted and closed; and

**WHEREAS**, the Common Council believes it is in the best interest of the City that the Territory be annexed into the City.

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF AUSTIN; AS FOLLOWS:**

Section 1. The Territory is hereby annexed into the City.

Section 2. The Territory is assigned to Council District No. 2.

Section 3. The Clerk Treasurer of the City is hereby ordered to publish this Ordinance in the manner prescribed by Indiana Code 5-3-1.

Section 4. If no appeal of the annexation contemplated by this Ordinance has been filed pursuant to Indiana Code 36-4-3-15.5 within thirty (30) days after adoption of this Ordinance, the Clerk-Treasurer is hereby authorized and directed to:(A) file a copy of this Ordinance with (i) the Scott County Auditor; (ii) the Scott Circuit Court Clerk; (iii) the Scott County Board of Registration; (iv) the Office of the Indiana Secretary of State; and (v) the office of census data established by

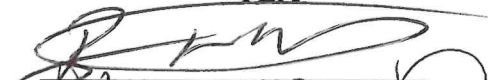
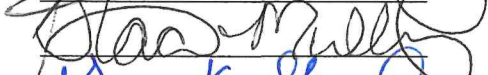


Indiana Code 2-5-1.1-12.2; and (B) record a copy of this Ordinance in the office of the Recorder of Scott County, Indiana.

Section 5. This Ordinance shall be in full force and effect from and after its adoption, publication in accordance with Indiana Code 5-3-1, and filing and recording in compliance with Indiana Code 36-4-3-22(a).

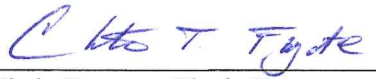
PASSED and adopted by the Common Council of the City of Austin, Indiana, this 11<sup>th</sup> day of December, 201 7.

YEA

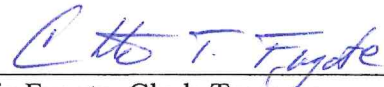
NAY

	Brandon White	_____
	Staci Mullins	_____
	Greg Goodin	_____
_____	Johnnie White	_____
	Joe Smith	_____

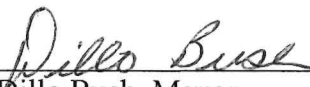
Attest:

  
Chris Fugate, Clerk-Treasurer

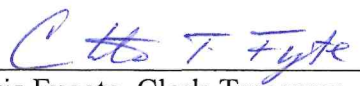
Presented by me to the Mayor of the City of Austin for his approval or veto pursuant to Indiana Code § 36-4-6-15 and 16, this 11<sup>th</sup> day of December, 201 7 at 6:35 P.m.

  
Chris Fugate, Clerk-Treasurer

This Ordinance having been passed by the legislative body and presented to me is approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1), this 11<sup>th</sup> day of December, 201 7 at 6:35 P.m.

  
Dillo Bush, Mayor

Attest:

  
Chris Fugate, Clerk-Treasurer

**Prepared by: Joshua Stigdon, HOUSTON, THOMPSON and LEWIS, PC  
49 E. Wardell Street, Scottsburg, IN 47170**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. Joshua Stigdon

**EXHIBIT A**

**Part of Parcel # 72-02-31-200-004.000-002**

A PART OF THE SOUTHWEST FOURTH OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 7 EAST, SCOTT COUNTY, INDIANA, BEGINNING AT THE SOUTHWEST CORNER THEREOF AND RUNNING NORTH WITH THE QUARTER LINE, 660 FEET, THENCE EAST 660 FEET, THENCE SOUTH 660 FEET TO THE QUARTER LINE, THENCE WEST WITH THE QUARTER LINE, 660 FEET TO THE TRUE PLACE OF BEGINNING, CONTAINING 10 ACRES, MORE OR LESS.

EXCEPT THE FOLLOWING:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 7 EAST, SCOTT COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTORS' LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT, MARKED "EXHIBIT B", DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, SAID SOUTHWEST CORNER BEING DESIGNATED AS POINT "211" ON SAID PLAT; THENCE NORTH 0 DEGREES 13 MINUTES 42 SECONDS WEST 32.19 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 6 EAST, SAID SOUTHEAST CORNER BEING DESIGNATED AS POINT "212" ON SAID PLAT; THENCE NORTH 0 DEGREES 02 MINUTES 04 SECONDS EAST 23.45 FEET ALONG SAID WEST LINE; THENCE SOUTH 79 DEGREES 37 MINUTES 56 SECONDS EAST 88.14 FEET TO POINT "2500" DESIGNATED ON SAID PLAT; THENCE SOUTH 3 DEGREES 55 MINUTES 58 SECONDS WEST 37.00 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF STATE ROAD 256 DESIGNATED AS POINT "2550" ON SAID PLAT; THENCE SOUTH 86 DEGREES 04 MINUTES 02 SECONDS EAST 28.08 FEET ALONG THE BOUNDARY OF SAID STATE ROAD 256 TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST 112.07 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 0.094 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY WHICH CONTAINS 0.047 ACRES, MORE OR LESS.

FURTHER EXCEPT THE FOLLOWING:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 7 EAST, SCOTT COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR(S) LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLACE, MARKED "EXHIBIT B", DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION DESIGNATED AS POINT "211" ON SAID PARCEL PLAT; THENCE NORTH 0 DEGREES 13 MINUTES 42 SECONDS WEST 32.19 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION TO THE

SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 6 EAST DESIGNATED AS POINT "212" ON SAID PARCEL PLAT; THENCE NORTH 0 DEGREES 02 MINUTES 04 SECONDS EAST 23.45 FEET ALONG SAID WEST LINE TO THE NORTH BOUNDARY OF STATE ROAD 256 AND THE NORTHWEST CORNER OF THE 0.094 ACRE TRACT OF LAND DESCRIBED IN INSTRUMENT 201200004726 AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 04 SECONDS EAST 8.09 FEET ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE GRANTOR(S) LAND; THENCE NORTH 89 DEGREES 34 MINUTES 37 SECONDS EAST 158.60 FEET TO THE POINT DESIGNATED "2042" ON SAID PARCEL PLAT; THENCE SOUTH 87 DEGREES 53 MINUTES 08 SECONDS EAST 264.75 FEET TO THE DESIGNATED "2046" ON SAID PARCEL PLAT; THENCE NORTH 89 DEGREES 30 MINUTES 05 SECONDS EAST 235.50 FEET TO THE EAST LINE OF THE GRANTOR(S) LAND: THENCE SOUTH 0 DEGREES 04 MINUTES 57 SECONDS EAST 51.71 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31 AND THE SOUTHEAST CORNER OF THE GRANTOR(S) LAND; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST 546.37 FEET ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND ALONG THE SOUTH LINE OF THE GRANTOR(S) LAND TO THE SOUTH BOUNDARY OF STATE ROAD 256 AND THE EAST CORNER OF SAID 0.094 ACRE TRACT OF LAND; THENCE NORTH 86 DEGREES 04 MINUTES 02 SECONDS WEST 28.08 FEET ALONG SAID SOUTH BOUNDARY AND ALONG THE NORTHERN LINE OF SAID TRACT TO A SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 3 DEGREES 55 MINUTES 58 SECONDS EAST 37.00 FEET ALONG THE EASTERN LINE OF SAID TRACT TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 79 DEGREES 37 MINUTES 56 SECONDS WEST 88.14 FEET ALONG THE NORTHERN LINE OF SAID TRACT TO THE POINT OF BEGINNING AND CONTAINING 0.767 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY WHICH CONTAINS 0.162 ACRES, MORE OR LESS.

**ALSO INCLUDING:** In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code § 36-4-3-2.5, including the relevant portion of State Road 256.

RESOLUTION NO. 2017-7

A RESOLUTION OF THE CITY OF AUSTIN ADOPTING A FISCAL PLAN AND  
ESTABLISHING A DEFINITE POLICY FOR SERVICES

WHEREAS, IC 36-4-3-5.1 (the "Act") establishes procedures by which a municipality, including the City of Austin (the "City"), may annex real property into the City upon receipt of a petition to annex signed by 100% of the owners of such real property;

WHEREAS, Terry A. Goodin and Darcie S. Goodin, as owner of certain real estate located in Scott County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), has petitioned the City to annex the Property described in Exhibit "A";

WHEREAS, the Act requires the City to develop, establish and adopt a fiscal plan and to establish a definite policy for services for the proposed annexation; and

WHEREAS, the Common Council has elected to annex the Property and has developed a proposed fiscal plan and definite policy for services.

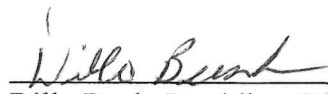
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF AUSTIN, INDIANA, AS FOLLOWS:

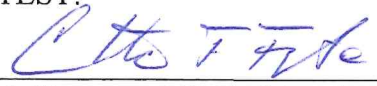
SECTION 1. The Common Council hereby adopts the fiscal plan attached hereto as Exhibit "B" and incorporated herein by reference and establishes a definite policy for services with respect to the Property as set forth in the plan.

SECTION 2. This Resolution shall be effective from and after passage and upon approval by the mayor.

PASSED and adopted by the Common Council of the City of Austin, Indiana this 11<sup>th</sup> day of December, 2017 by a vote of 4 to 0.

COMMON COUNCIL OF THE CITY OF  
AUSTIN, INDIANA

By:   
Dillo Bush, Presiding Officer and Mayor

ATTEST:  
  
Clerk-Treasurer, City of Austin

①

**INTERLOCAL AGREEMENT BETWEEN SCOTT COUNTY, INDIANA AND  
THE CITY OF AUSTIN, INDIANA REGARDING THE TRANSFER OF A POLICE  
CRUISER FROM THE COUNTY TO THE CITY**

This Interlocal Agreement is entered between Scott County, Indiana, acting by and through its Board of Commissioners (the "County"), and the City of Austin, Indiana, acting by and through its Board of Public Works and Safety (the "BOW") (collectively, the BOW and the City of Austin are the "City").

**WITNESSETH**

**WHEREAS**, the County and the City have authority to enter into agreements to purchase, sale, and exchange services, supplies, and equipment; and

**WHEREAS**, the City and County desire to cooperate in the transfer to the City of a police cruiser (described in detail in Exhibit "A" and referred to hereafter as the "Cruiser") that is owned by the County and that the County is not currently using (the "Project"); and

**WHEREAS**, the City has an immediate need for the Cruiser and it will assist the City in providing police services to its citizens that should decrease the need for County resources within the City limits.

**NOW, THEREFORE**, in exchange for mutual consideration, the receipt and legal sufficiency of which the parties acknowledge, the County and the City agree as follows:

1. **Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last until the Cruiser has been transferred by the County to the City and the transfer accepted by the City. Acceptance of the transfer shall occur once the City has taken possession of the Cruiser from the County.
2. **Agreement Purpose.** The purpose of this Agreement is to ensure public safety and to realize cost-savings through the parties' cooperation and joint efforts.
3. **The Manner of Financing, Staffing, and Supplying the Project and of Establishing and Maintaining a Project Budget.** The parties agree that no financing, staffing, or supplies will be necessary to complete the Project.
4. **Partial or Complete Termination.** The Parties agree to cooperate in the partial or complete termination of this Agreement as required by Indiana Code 36-1-7-3 in the event partial or complete termination is necessary and will, by agreement, allocate responsibility for ownership of the Cruiser in the event this agreement is terminated and to provide for their respective responsibilities in the event of same.
5. **Delegation of Duty.** The Parties agree that due to the nature of the Project, that no delegation of authority is required pursuant to Indiana Code 36-1-7-4(a)(3).
6. **Fiscal Body Approval.** Pursuant to Indiana Code 36-1-7-4(a)(2), this Agreement is subject to approval by the City and County's fiscal bodies.
7. **Filing.** Before taking effect, this Agreement will be filed with the Scott County Recorder,

and within sixty (60) day after execution, will be filed with the Indiana State Board of Accounts.

8. **General Requirements.** The Parties reasonably agree that the value of the Cruiser is less than \$5,000.00 and that the provisions under Indiana Code 5-22-8 will not apply.
9. **Time of Essence.** Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.
10. **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided below.
11. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.
12. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
13. **Severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
14. **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.
15. **Waiver Ineffective.** No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
16. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the County:            Scott County Board of Commissioners  
                                  One E. McClain Ave., Suite 130  
                                  Scottsburg, IN 47170

To the City:                City of Austin  
                                  Attn: Mayor  
                                  82 W. Main St.



Austin, IN 47102


or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

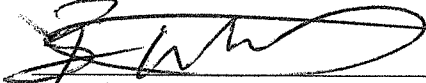
- 17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- 18. **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.
- 19. **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.
- 20. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.
- 21. **Submission of Disagreements to Mediation.** In the event the parties disagree as to any material matter (such as, but not limited to, whether a default has occurred, whether "Substantial Completion" has occurred, whether one party has a duty to act or a duty to refrain from acting, or whether an ambiguity exists as to the scope and terms of the parties' agreements), the dispute will be submitted to non-binding meditation under the Indiana Rules of Alternative Dispute Resolution.


PASSED AND ADOPTED by the Board of Public Works and Safety of the City of Austin, Scott County, Indiana this 8<sup>th</sup> day of January, 2018 by a vote of 3 to 0.

City of Austin, Indiana, By its Board of Public Works and Safety:


YEA

  
\_\_\_\_\_  
Mayor Dillo Bush

  
\_\_\_\_\_  
Brandon White

  
\_\_\_\_\_  
Nathan Campbell

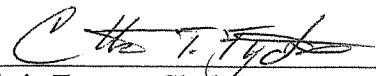
NAY

  
\_\_\_\_\_  
Mayor Dillo Bush

\_\_\_\_\_  
Brandon White

\_\_\_\_\_  
Nathan Campbell

Attest:

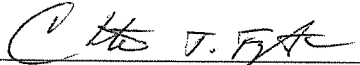
  
\_\_\_\_\_  
Chris Fugate, Clerk Treasurer

PASSED AND ADOPTED by the Common Council of the City of Austin, Indiana on the 8<sup>th</sup> day of January, 2018 by a vote of 5 to 0.

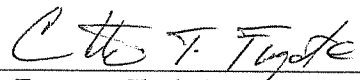
COMMON COUNCIL OF THE CITY OF AUSTIN, INDIANA

YEA		NAY
	Brandon White	_____
	Staci Mullins	_____
	Greg Goodin	_____
	Johnnie White	_____
	Joe Smith	_____


Attest:

  
Chris Fugate, Clerk-Treasurer

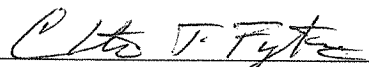
Presented by me to the Mayor of the City of Austin for his approval or veto pursuant to Indiana Code § 36-4-6-15 and 16, this 8<sup>th</sup> day of January, 2018 at 6 : 30 p.m.

  
Chris Fugate, Clerk-Treasurer

This Interlocal Agreement having been passed by the legislative body and presented to me is approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16(a)(1), this 8<sup>th</sup> day of January, 2018 at 6 : 30 p.m.

  
Dillo Bush, Mayor

Attest:

  
Chris Fugate, Clerk-Treasurer

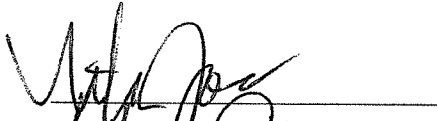
PASSED AND ADOPTED by the Scott County, Indiana Board of Commissioners on the

3rd day of January, 2018 by a vote of 3 to 0.

SCOTT COUNTY, INDIANA BOARD OF COMMISSIONERS

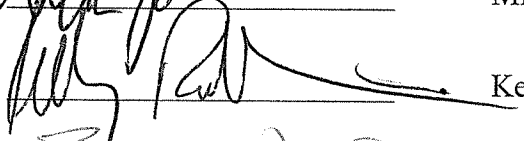
YEA

NAY



Mike Jones

\_\_\_\_\_



Kelley Robbins

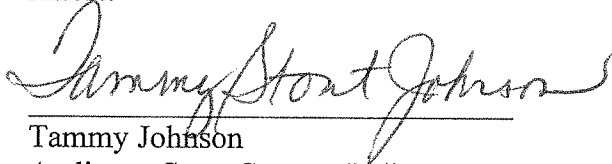
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Robert Tobias

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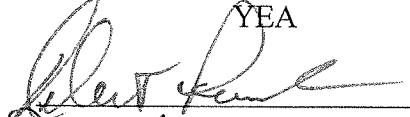
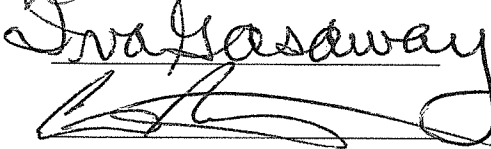

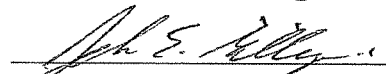
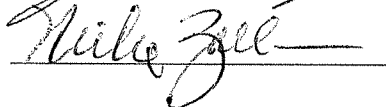
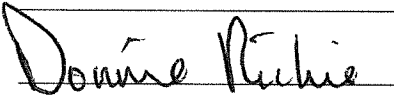

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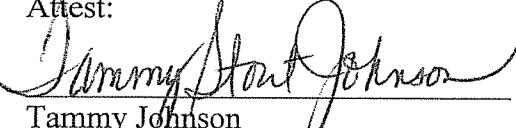


Tammy Johnson  
Auditor – Scott County, Indiana

PASSED AND ADOPTED by the Scott County Council on the 16 day of January, 2018 by a vote of 6 to 0.

SCOTT COUNTY COUNCIL

YEA		NAY
	Robert Peacock	_____
	Iva Gasaway	_____
	Chris Albertson	_____
	Eric Gillespie	_____
	Mike Zollman	_____
_____	Albert Watts	_____
	Donnie Richie	

Attest:  
  
Tammy Johnson  
Auditor – Scott County, Indiana

I, affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law. /s/ Joshua Stigdon

INSTRUMENT PREPARED BY: Joshua Stigdon  
City Attorney for Austin  
Houston, Thompson and Lewis, PC  
49 E. Wardell St.  
Scottsburg, IN 47170

**EXHIBIT "A"**

Cruiser is specifically defined as the following motor vehicle:

VIN: 2FABP7BV3AX133737

Year: 2010

Make: FORD

Model: Crown Vic

Mileage: \_\_\_\_\_