

Dillsboro Town Council

May 23, 2022

The regular monthly meeting of the Dillsboro Town Council was opened by President, Tom Wafford, with the pledge to the flag on May 23, 2022 at 6:00 p.m.

Prayer was given by Pastor Steve O'Brien from the CARE Team.

Council members present: Tom Wafford, Charles Baker, Doug Baker and Becky Fryman. Attorney present: John Watson. Council member absent: Mary Lou Powers

Attorney Watson presented the License To Install Waterline (attached) between Rhett R. Dennerline Farm Trust and the Civil Town of Dillsboro to council. CM D. Baker made a motion to approve the license. Seconded by CM C. Baker. Motion carried. President Wafford and Mr. Dennerline signed the license.

The minutes of the council meeting on May 9, 2022 was approved by CM C. Baker. Seconded by CM D. Baker. Motion carried.

Clerk-Treasurer, Rita Stevens, asked council regarding the return check fee tabled from the last meeting. CM C. Baker made a motion to change the fee from \$30.00 to \$60.00 effective May 24, 2022. Seconded by CM D. Baker. Motion carried. Attorney Watson will have a ordinance at the next meeting.

Park Advisory Board – Cherie Rump

- Dillsboro Community Park and Heritage Pointe Reservation Applications was presented to council for review. Approval of the applications is tabled to the next meeting.
- Dillsboro Parks Community survey was presented to council. A person can fill the form out or do it online. This will give the board ideas for the 5 year plan.

Town Manager/Economic Development – Susan Greco

- Salary Ordinance 2022-5-1 (attached). CM C. Baker made a motion to approve the ordinance. Seconded by CM Fryman. Motion carried. Changes are in bold.
- Heritage Pointe Clock repair will be May 24th for LED light upgrade.
- Community Park parking expansion. Greco got some information from the courthouse. Central Avenue to the road beside the soccer fields. This can be expanded to the gravel road that goes to Russell Steuver's. Could use gravel or millings. Also the gravel road from Arlington Road to Steuver's property. The portion of the road by the park can be widened for more parking. These both areas are listed on the deeds but the town just hasn't developed it. The expansion parking on the green space discussed at the last meeting will not be done soon. CM D. Baker stated at the Park Board Meeting there was no rush on this.
- Friendship Gallery. Attorney Watson stated insurance claim is filed on new damage. Was told denied coverage. There was just a recent claim in February on earlier damage. Ty Brown Roofing is done. There is damage inside the building from Brown Roofing. Claim adjuster came. Waiting on his results. Attorney Watson recommends get the adjuster report, pictures & file then can take roofer to court. Brown Roofing not to be paid. Brown is not producing his insurance information. Greco stated he does have insurance with Golden State Insurance. Possible get an

estimate from an independent adjuster. CM Wafford stated he knows of an independent adjuster and will look into it.

- Sabre Investment Property – 12227 Rullman. Attorney Watson presented the Order on Unsafe Building (attached). Review hearing is June 22.
- An Ordinance Approving Amendments to the Dillsboro Zoning Ordinance # 2022-5-2 (attached). Attorney Watson stated this is required and filed in the Recorder's Office. CM D. Baker made a motion to approve Ordinance 2022-5-2. Seconded by CM C. Baker. Motion carried.
- Fire & Security Inspections. Koorsen will be inspecting on May 27. Greco stated Indiana Mentors just had a state inspection. The phone panel is too close to the breaker panel. Will check with Bill Shelton from the county regarding this.
- A list of the Ross Foundation Awards disbursements was given to council.
- Dearborn County Planning & Zoning Interlocal Agreement will increase \$1,080.00 for 2023. The total will be \$8,280.00. CM D. Baker made a motion to approve this agreement and pay this the first of the year. Seconded by CM C. Baker. Motion carried. CT Stevens stated in the past it has been paid out of Riverboat.
- Minor Ordinance Violations. Greco put a note on residence door regarding grass not being mowed. All are taken care of.
- Jazz Festival is June 4. Greco stated some work needs to be done before the festival at the Art Center. Ceiling tiles, light fixtures, odor and AC not working in lobby. Council recommended to get the carpet cleaned. CM C. Baker made a motion to get these projects done. Seconded by CM Fryman. Motion carried. Greco also stated a reminder that Bank Street will be closed for the festival.
- ARP Funds – Will be working on how these funds will be spent.
- INDOT Design Conference is June 24. Greco and CM Wafford are attending.
- Pre-Construction Meeting for Water Project is May 26. Greco stated the small water tower is not being painted. It has a lot of rust and really needs to be painted.

Utility Department – Matt Bauer

- Fair clean-up went good on Sunday.
- U.S. 50 Median was mowed.
- Consumer Report. Met with Alliance Water regarding this. Will be going in June or July bill.
- Pre-Construction Water Project Meeting on May 26. Will be attending and have questions.
- Curb painting will be done in the future.
- Pump problem was taken care of. Then had another pump problem this evening.
- Utilities employees are great. Working together. Summer Help, Gage Bader, has been mowing and cleaning the park bathrooms.

Attorney John Watson

- Bulk Sewer Treatment Agreement was given to council for review. This is a agreement between the town and Dearborn County Regional Sewer District. This service near corporate boundary of Dillsboro along and near US 50 to and including Lake Dilldear and surrounding area.

- o Attorney Watson opened a sealed envelope that Watson received at the April 25, 2022 council meeting. The letter (attached) was dated April 23, 2022 from CM Charles Baker regarding his resignation from council on September 1, 2022 due to health reasons.

CM D. Baker stated the movie screen from Rising Sun was given to the school system.

CM D. Baker followed up on the dog boxes to dispose dog waste. There needs to be 2-3 at the ball fields and 1 at the green spaces. Will have prices at the next meeting.

CM D. Baker stated across from Blue Willow on Front Street. At the green space between the side walk and street. There is ruts. Needs some gravel there. Matt Bauer will look into this.

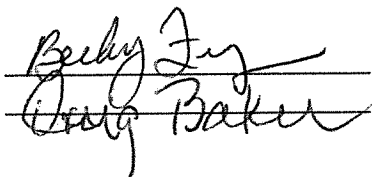
CT Stevens stated the parking lot at the corner of Rullman & North Streets. A parking stopper was moved and needs to be put back. Also the stripped no parking area needs a parking stopper. People are pulling through there onto Rullman Drive. Matt Bauer will take care of this.

Greco gave council a letter from the Dearborn County Clearinghouse wanting a donation. CT Stevens did state in the past the town did not give a donation since there is a local food pantry. Council agreed to this.

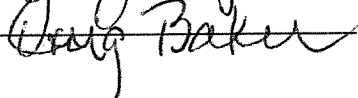
Being no further business. CM D. Baker made a motion to adjourn the meeting at 7:20 p.m. Seconded by CM Fryman. Motion carried.



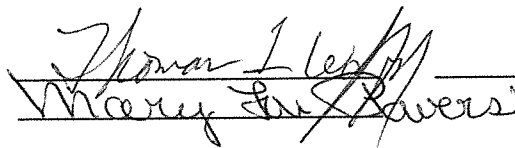
Rita Stevens, Clerk-Treasurer



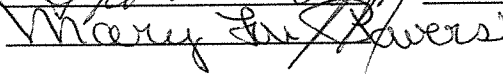
Becky Fry



Doug Baker



Thomas I. Lepp



Mary Ann Bowers

LICENSE TO INSTALL WATERLINE

THIS LICENSE is made and entered into by and between Rhett R. Dennerline, as Trustee, under Declaration of Trust dated October 14, 2020, as amended or restated, and known as the Rhett R. Dennerline Farm Trust ("Licensor"), and the Civil Town of Dillsboro, Indiana, a municipality duly organized under the laws of the State of Indiana ("Licensee").

WHEREAS, Licensee desires to install a proposed waterline underground across a 1.572 acre tract of land of Licensor described in Instrument No. 2021001821 recorded on March 4, 2021 in records of Dearborn County (with a Tax ID no. 15-11-08-100-075.000-004) (the "Tract"); and

WHEREAS, Licensee is presently unable to, or has not, procured a survey to determine an exact metes and bounds description of the location of said proposed waterline it desires to install on Licensor's Tract; WHEREFORE, the following terms and conditions of this License shall apply, as follows:

1. Grant of Temporary License. Licensor hereby grants to Licensee a temporary license to use that portion of said Tract which is within ten (10) feet on either side of an existing underground waterline on said Tract for the purpose of removing said existing waterline and for installing a proposed waterline underground, which license also includes a temporary license to ingress and egress from the north from public U.S. Highway 50 to access said portion of said Tract; subject to the terms herein.

2. Term. The grant of the temporary license herein shall expire no later than a period of fifteen (15) months after the date of execution below.

3. Installation of Proposed Underground Waterline. Licensee shall remove the existing underground waterline and install the proposed underground waterline, at its sole cost and expense, in a safe condition and release Licensor from all obligation and liability whatsoever arising from or relating in any way to removal of said existing and to installation of said proposed waterline. Licensee at its sole cost and expense, and in a timely manner, shall repair any damage to said Tract caused by said removal and said installation, including without limitation any repair to restore and re-landscape soil and vegetation, fencing, and gravel drive to a same condition prior to said removal and installation.

4. Insurance. Licensor shall not be liable for any damage or injury caused by or arising from actions or nonactions of Licensee, its employees, contractors or agents, or by said existing and proposed waterline or their removal and installation. Licensee, its contractors and agents shall carry insurance with adequate and sufficient liability coverage for any bodily injury, death and property damage to any person relating to removal of said existing waterline and installation of said proposed waterline. Licensee shall permit no liens to be filed against Licensor's Tract by any supplier, laborer, contractor or merchant with respect to services, labor or materials contracted for or obtained by Licensee with respect to said existing waterline or proposed waterline. Licensee, its contractors and agents shall hold Licensor harmless from any and all claims and liability including for injury or damage to any person relating to Licensee's license in consideration for their use of thereof.

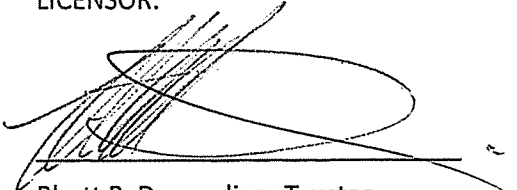
5. No Interest in Real estate. Said temporary license shall not create any easement or convey other such interest in real property in favor of Licensee or its agents, nor shall said temporary license run with the land, nor shall it become irrevocable, nor form the basis of any prescriptive or adverse rights in the land, said temporary license granted herein being personal and nonassignable.

6. Permanent Waterline Easement. After the installation of said proposed waterline, a Permanent Waterline Easement in the form attached at **Exhibit A** will be completed and recorded depicting the exact metes and bounds location (said location as determined by survey of a certified surveyor at Licensee's sole expense with a copy provided to Licensor) as installed across said Tract; provided, however, that said Permanent Waterline Easement shall be completed and recorded only after: (1) said proposed waterline is tested, disinfected and accepted into service by the Town of Dillsboro; (2) said survey is completed; (3) Licensor and Licensee have mutually and in good faith agreed to the amount of compensation and/or monetary damages to Licensee due to the removal of said existing waterline and installation of said proposed waterline, the existence and maintenance of said proposed waterline across said Tract and taking caused thereby; and (4) Licensee is also paid said compensation and/or damages.

7. Entire License. This License constitutes the complete and entire license and supersedes any prior written or oral negotiations, representations or documents as to the subject matter of this License; its terms may not be modified except by a writing signed by both parties. Should any judicial determination be made that any provision(s) of this License is unenforceable for any reason, all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this License is entered into as of this 23RD day of May, 2022.

LICENSOR:



Rhett R. Dennerline, Trustee

LICENSEE:

Civil Town of Dillsboro, Indiana

Thomas L. Wolff
By: Thomas L. Wolff
Title: PRESIDENT

EXHIBIT A to LICENSE

NOTE: THIS DOCUMENT HEREIN IS INCOMPLETE AND IS UNEXECUTED. THIS DOCUMENT HEREIN ITSELF OR BY ATTACHMENT SHALL NOT BE RECORDED BY THE RECORDER OF DEEDS, NOR OTHERWISE PUBLICLY RECORDED

**RIGHT OF WAY EASEMENT
[UNEXECUTED & INCOMPLETE]**

KNOW ALL MEN BY THESE PRESENTS, That Rhett R. Dennerline, as Trustee, under Declaration of Trust dated October 14, 2020, as amended or restated, and known as the Rhett R. Dennerline Farm Trust, of Dearborn County, Indiana, in consideration of _____ Dollars and other good and valuable consideration paid by the Civil Town of Dillsboro, Indiana, a municipality duly organized under the laws of the State of Indiana, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a perpetual waterline easement, as more particularly described herein, for the purpose to use, inspect, maintain, replace, and remove a waterline across the following described real estate of Grantor in Dearborn County, State of Indiana and more particularly described as follows, to-wit:

Part of the Northwest Quarter of Section 8, Township 4 North, Range 2 West, Clay Township, being that 1.572 acre tract of land as described in a deed recorded on March 4, 2021, in Instrument Number 2021001821 of the records of Dearborn County, Indiana (the "Tract"), identified under Tax Parcel ID no. 15-11-08-100-075.000-004;

Said waterline easement being within an area ten (10) feet on either side of a recently installed waterline across the above described real estate (replacing a preexisting underground waterline removed), wherein in particular said waterline easement area includes and is limited to the area as shown on the plat of a survey of said waterline easement, certified by _____, P.S. No. _____ on _____, 2022 as set forth in the metes and bounds description on the attached Exhibit "B";

And together with said waterline easement a right of ingress and egress over said Tract of Grantor (his successors and assigns) from the north from public U.S. Highway 50 to said waterline easement area to access said area for the purpose of said waterline easement; wherein Grantee shall not pave, surface or in any way otherwise improve said Tract in regard to its right of ingress and egress, except for Grantee to make repairs for any damage or erosion caused by utilizing its easement and right.

Wherein the Grantor agrees that said waterline installed in the above-described Tract in the above-described easement area at Grantee's expense shall remain the property of Grantee, wherein Grantor shall have no liability at all relating to Grantee's ownership thereof or any exercise of said waterline easement or said right of ingress and egress related thereto and shall be held harmless by Grantee, its agents, employees and contractors from such liability in consideration for their use of said easement or right. Wherein, subject to the right of Grantee herein set forth, Grantor reserves the right to utilize the land included within said waterline easement area, provided however, the Grantor shall not erect any improvements or structures, except fences, gates, gravel, pavement and the like, within the waterline easement area. The foregoing agreements shall constitute a covenant running with the land for the benefit of the Grantee and Grantor, their successors and assigns.

IN WITNESS WHEREOF the said Grantor has executed this Instrument this _____ day of _____, 2022.

Rhett R. Dennerline, Trustee
Rhett R. Dennerline Farm Trust

[NOTARY SECTION]

EXHIBIT "B" to RIGHT OF WAY EASEMENT

[ADD SURVEYOR'S METES AND BOUNDS DESCRIPTION OF SAID EASEMENT AREA
FOR THE RECENTLY INSTALLED WATERLINE HERE]

DO NOT RECORD

TOWN OF DILLSBORO ORDINANCE 2022-5-1

An ordinance Amending Ordinance 2021-12-1 regarding salary and wages for the employees, Town Council and Clerk Treasurer of the Town of Dillsboro for the 2022 fiscal year

Whereas the town council has the lawful obligation and duty to set amounts of compensation and increases and decreases from time to time of the Town's employees;

And whereas, it has been determined that certain employees should have salaries and wages for the year 2022 and are effective upon passage or as provided herein.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL, TOWN OF DILLSBORO:

1. That Michael J. Beach shall be given an hourly wage of \$18.54 to be taken from water works, sewer or general or motor vehicle highway fund based on 40 hours per week. The overtime rate will be \$27.81 per hour. He will be reimbursed \$200.00 annually for cell phone usage.
2. That Brian Graver shall receive \$21.63 per hour from the Water Works, Sanitary Sewage and General Funds or Motor Vehicle Highway Fund based on a 40-hour work week. The overtime rate will be \$33.44 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
3. That Eric R. Graver shall receive \$22.48 per hour from the Sanitary Sewage Funds based on a 40-hour work week. The overtime rate will be \$33.72 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.
4. That Matthew Bauer shall be Utilities Superintendent effective May 2, 2022, and shall be paid \$27.26 per hour pay based on a 40-hour week from water works, sewer or general fund. The overtime rate will be \$40.89 per hour. He shall be paid \$200.00 annually for cell phone usage. Matthew Bauer shall be on a probationary term in this position to and through December 31, 2022. Matthew Bauer shall be eligible to receive three weeks of vacation calculated from August 26, 2019, and shall thereafter be entitled to vacation as provided by the Town's personnel policy as thereafter in effect.
5. That Utilities Clerk Rita Stevens shall receive \$15.45 per hour from Water Works and Sanitary Sewage Funds based on a 40-hour work week. Overtime rate will be \$23.17 per hour. She shall be reimbursed \$200.00 annually for cell phone usage.
6. That Administrative Assistant Kami Hamilton shall receive \$13.50 per hour from Water Works and Sanitary Sewage Funds based on a work week limited to twenty-four hours, as the position is part-time. No overtime is expected due to the part-time nature of the position. However, if the Administrative Assistant ever exceeds forty (40) hours in a work week, the overtime rate will be paid at the rate of \$20.25 per hour. The Administrative Assistant shall report to the Town Manager who shall make the Administrative Assistant's schedule and direct the Administrative Assistant in her duties.
7. That Susan Greco shall be Town Manager and shall be paid \$2,355.41 salary per pay period based on a 40-hour week from water works, sewer or general fund. This position is exempt from overtime. Nonetheless, Council has determined that Susan Greco shall track her hours worked during each pay period and that she shall be paid at the rate of \$44.17 per hour for hours worked in excess of 85 hours per pay period. She will be reimbursed \$200.00 annually per year for cell phone usage.
8. That Kyle Cleeter shall receive \$18.00 per hour from the Water Works, Sanitary Sewage and General Funds or Motor Vehicle Highway Fund based on a 40-hour work week, per pay period, effective May 2, 2022. The overtime rate will be \$27.00 per hour. He shall be reimbursed \$200.00 annually for cell phone usage.

9. That Police Chief Joshua Cady shall receive \$24.58 per hour based on 40 hours per week from the General Fund or MVH Fund. His overtime rate will be \$36.87.
10. That Patrol Officer Kevin Turner shall receive \$21.63 per hour based on 40 hours per week from the General Fund or MVH Fund and 1/3 of LIT Public Safety. His overtime rate will be \$32.44

Utility employees who have on call week end duty will be paid \$100.00 per week end from water or sewer.

Any employee that acquires a CDL, a DSS Water License, or a Class 2 Wastewater license will receive an additional \$1.00 per hour for each such license earned so long as the license is maintained by the employee. The Town of Dillsboro will pay the costs for additional training, continuing education and other similar requirements necessary to maintain any such license. Each employee having secured such a license is expected to take the necessary steps to maintain the license in good standing. Every employee who receives additional pay for acquiring a CDL, DSS Water License or a Class 2 Wastewater license will be expected as a condition of employment to perform the duties which any such license holder is entitled to perform by law. Failure or refusal to perform such duties when required may result in disciplinary action or termination of employment.

Any employee hired shall receive minimum wage. The Council may approve a higher rate depending on education and experience. This payment shall come from the Water Works, Sanitary Sewage or General Funds or Motor Vehicle Highway Fund.

All salaries and/or wages are to be paid every 2 weeks with twenty-six pay periods per year, and the overtime rate will be one and a half times the hourly rate. Overtime will be limited to emergencies i.e., water line breaks, sewage problems, snow removal or as seen necessary by Town Manager or Superintendent or with prior approval of the Town Council.

VACATION ENTITLEMENT: All permanent full-time employees shall earn vacation. See Town of Dillsboro Employee Personnel Policy adopted December 26, 2001. All 35 or more hour per week employees will receive major medical and dental insurance effective first day of employment and will be enrolled in PERF.

SICK LEAVE: All permanent full-time employees shall receive twelve days per year from January to December. All new employees shall receive one sick day per month from date of employment to December. Sick days can be accumulated to a maximum of 90 days.

The Town of Dillsboro will furnish major medical insurance and dental insurance to the permanent full-time employees and their families. Employees who have single coverage will pay \$50.00 per month and employees with dependent coverage will pay \$100.00 per month. The Town of Dillsboro will pay the balance of the premium. The Town of Dillsboro will deposit \$4,500.00 into an employee's Health Savings Account who has an insurance family plan for the year 2022 and \$2,250.00 into an employee's Health Savings Account who has single coverage for the year 2022 to be taken out of the Riverboat Revenue Fund. The deposits will be as follows, March \$750.00 single, and \$1,500.00 family, June \$500.00 single and \$1000.00 family, September \$500.00 single and \$1,000.00 family and December \$500.00 single and \$1,000.00 family. No HSA contribution shall be made for Town Manager Susan Greco as she is now on Medicare and can no longer lawfully contribute to an HSA account. **The Town will reimburse Susan Greco for the cost of maintaining her Medicare Plan and the cost of supplements thereto.**

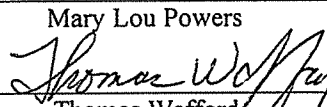
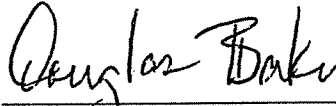
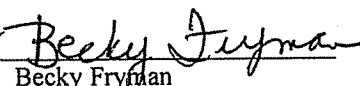
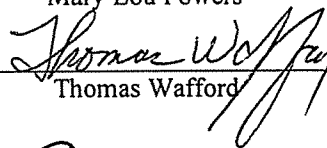
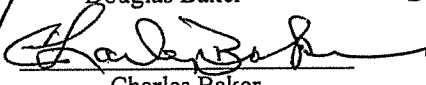
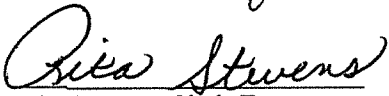
All full-time employees will be covered by PERF, effective first day of employment except for a newly created position which will be subject to enlargement approval from PERF.

The salaries of the Town Council shall be \$2610.84 per year from the Sanitary Sewage Fund and \$2,610.84 per year from the Water Works Fund and \$1,305.42 from the general fund. They will be paid the last pay period of every month.

The salary of the clerk-treasurer shall receive \$3,130.79 per year from the General Fund, \$6,261.58 per year from the Water Works Fund and \$6,261.58 per year from the Sanitary Sewage Fund. The clerk-treasurer will be paid the last pay period of every month.

All salary and wage increases set forth above will be paid to those persons unless in the discretion of the Town Council there are insufficient appropriations or amounts contained in the budget from which to pay such increases.

Town Council
Town of Dillsboro

 _____ Mary Lou Powers	 _____ Douglas Baker	 _____ Becky Fryman
 _____ Thomas Wafford	 _____ Charles Baker	
 _____ Rita Stevens, Clerk-Treasurer		

STATE OF INDIANA)	IN THE LAWRENCEBURG CITY COURT
)	
COUNTY OF DEARBORN)	GENERAL TERM, 2022
)	
TOWN OF DILLSBORO)	
Petitioner,)	
)	
and)	
)	
SABRE INVESTMENTS, LLC.)	
Respondent,)	

ORDER ON UNSAFE BUILDING

COMES NOW, the Court, designated as the Unsafe Building Hearing Authority for the Town of Dillsboro, and after conducting a hearing on the Petitioner's Unsafe Building Order on May 11, 2022, whereby the Petitioner, the Town of Dillsboro, were present by Town Attorney, John Watson and the Respondent, Sabre Investments, LLC., were present without counsel.

After the evidence was presented and being duly advised, the Hearing Authority now finds the following:

PROCEDURAL FINDINGS

1. That the Respondents, Sabre Investments, LLC., are the property owners of 12227 Rullman Drive, Dillsboro, Indiana 47018.
2. That this matter came before the Lawrenceburg City Court, designated as the Unsafe Building Hearing Authority, in accordance with Interlocal Agreement shared between the City of Lawrenceburg and the Town of Dillsboro.
3. That the Town of Dillsboros Department of Unsafe Buildings, Chief Administrative Officer, Mark McCormick, issued an Order on Unsafe Building on April 18, 2022.
4. The Respondents received notice of the Unsafe Building Order on April 22, 2022.
5. That the Unsafe Building Hearing was conducted on May 11, 2022, in the Lawrenceburg City Court, whereby the Petitioner appeared with council and the Respondent failed to appear.

FINDINGS OF FACT

1. That the property located at 12227 Rullman Drive, Dillsboro, Indiana 47018, is owned by the Respondent, Sabre Investments, LLC. That there is no other record of another individual or entity possessing a substantial interest in ownership of the property.
2. That the primary residential structure located at 12227 Rullman Drive, Dillsboro, Indiana has been vacant for a substantial amount of time.
3. That the primary residential structure located at 12227 Rullman Drive, Dillsboro, Indiana 47018 has open windows, which has exposed the property to weather, water, birds, vermin, and pests. Open windows in abandoned or vacant buildings create an attractive nuisance for the public. Additionally, open access for birds, vermin and pests and create public health and safety concerns for those within a close proximity of the vacant structure.
4. That the primary residential structure's external front porch is in an unsafe condition, with the front porch being stabilized by loose and deteriorating structural members and missing floor planks.
5. That the rear porch is in an unsafe and dilapidated condition, with deteriorating structural support for both the porch and porch roof. The rear porch is also missing stairs and floor planks.
6. The property has garbage and refuse littered throughout the surrounding yard.
7. That portions of the gutter system have become detached from the structure and have fallen off the residence. The lack of a gutter system on the property creates the increased risk water intrusion and erosion to internal and external portions of the property.

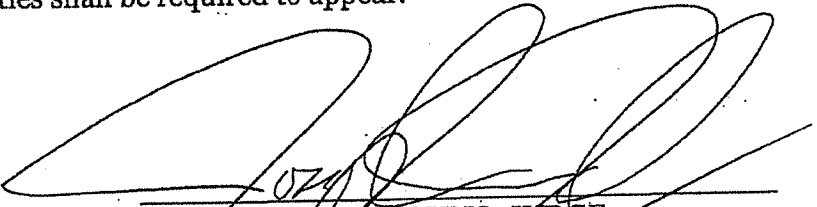
FINDINGS ON UNSAFE ORDER

1. That the primary residential structure located at 12227 Rullman Drive, Dillsboro, Indiana 47018 is determined to be an Unsafe Building, in accordance with I.C. § 36-7-9-4(a)(2); (a)(3); (a)(4); (a)(5).
2. That the primary residential structure located at 12227 Rullman Drive, Dillsboro, Indiana 47018 is determined to be blighted, uninhabitable and vacant, in accordance with I.C. § 36-7-9-4(a)(6).
3. That this Hearing Authority finds that the properties located at 12227 Rullman Drive, Dillsboro, Indiana 47018 are Unsafe Buildings as defined by I.C. § 36-7-9-4.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the Hearing Authority that:

1. That the Unsafe Hearing Authority affirms in part and modifies in part, the Order of the Chief Administrative Officer of the Department of Unsafe Buildings of the Town of Dillsboro.
2. That the property owners, Respondent, Sabre Investments, LLC., shall seal exposed windows and exterior openings accessible to the public at the primary structure at 12227 Rullman Drive, Dillsboro, Indiana 47018. External openings shall be sealed within 10 days of receiving notice of this order.
3. The Respondent's shall remove or exterminate any vermin in and about the primary residential structure.
4. That the Respondents shall make exterior improvements to the primary residential structure at 12227 Rullman Drive, Dillsboro, Indiana 47018, specifically removing and replacing or repairing the front and rear porch in a manner that allows safe ingress and egress from the property.
5. That the Respondents shall bring the property into compliance with the Town of Dillsboro's minimal housing standards and compatible in appearance with other buildings in the area in accordance with standards established in the Town of Dillsboro's ordinances.
6. That the Respondent's shall repair the property, bringing it into compliance with the Town of Dillsboro's standards set forth by ordinance within sixty (60) days, the maximum allowed time provided by I.C. § 36-7-9-4.
7. That the Respondent shall remove any and all trash, debris, or refuse from the property.
8. That in accordance with I.C. 36-7-9-7, the Hearing Authority shall issue a civil penalty of \$5,000.00 against the Respondents.
9. The Hearing Authority shall stay the civil penalty until a further review of Respondent's compliance can be conducted. Should the Defendant's comply with the Hearing Authority's Unsafe Building Order, the civil penalty shall be vacated. Failure to comply shall result in the enforcement of the civil penalty against the Respondents.

10. That a Continuous Enforcement Order shall be attached to 12227 Rullman Drive, Dillsboro, Indiana 47018.
11. The Hearing Authority shall conduct a review hearing on **June 22, 2022, at 9:45 a.m.**, whereby both parties shall be required to appear.



HON. JOSEPH R. JOHNS, JUDGE
Lawrenceburg, City Court
Hearing Authority for Unsafe Buildings

CC: J. Watson
M. McCormick
Respondents
Docket

ORDINANCE NUMBER 2022-5- 2

An Ordinance Approving Amendments to the Dillsboro Zoning Ordinance

WHEREAS, the Dillsboro Plan Commission held a public hearing on March 24, 2022, as required by law, regarding certain proposed changes to the Dillsboro Zoning Ordinance, and;

WHEREAS, following the public hearing, the Dillsboro Plan Commission unanimously approved forwarding favorable recommendations to the Town Council to amend the Zoning Ordinance text at: Article 11, Section 1145 regarding Permitted Uses in the C3/Downtown Commercial District; at Article 11, Section 1150 regarding Conditional Uses in the C3/Downtown Commercial District; and in Article 21, Section 2130 item 4 regarding Paving Requirements; and

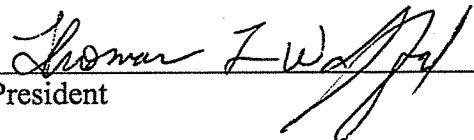
WHEREAS, the Plan Commission forwarded a Text Amendment Certification regarding these matters to the Town Council on April 1, 2022, reporting that the public hearing was conducted according to law, and the action taken by the Plan Commission;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED AS FOLLOWS:

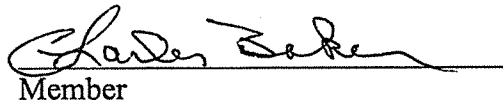
1. The Dillsboro Town Council confirms the amendments to the text of the Dillsboro Zoning Ordinance as outlined above.
2. A copy of the Dillsboro Zoning Ordinance as amended is attached hereto and shall take effect immediately or upon completion of publication as required by law.

Passed and adopted by the Town Council of Dillsboro Indiana, on this the 23rd day of MAY, 2022.

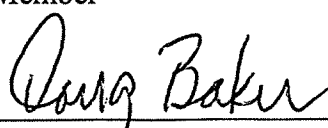
TOWN COUNCIL OF THE TOWN OF DILLSBORO



President



Member

Member


Member

Becky Juyon
Member

Rita Stevens
Attest: Rita Stevens
Clerk-Treasurer

April 23, 2022

Members Dillsboro Town Council,

Tom Walford

Mary Lou Powers

Doug Baker

Becky Fryman

Cc: John Watson

I am writing this one week before election and giving to John to hold for me as the results of the election is not the reason for my decision.

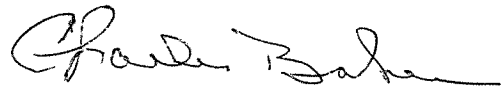
Since my stroke I am fighting problems with my Thought Process and my Attention Span and other health problems which makes it hard for me to devote the time and energy required to keep up with all the events that are happening on the Town Council at present.

So as of September 1, 2022 I will be retiring from the council. This means if Tim is elected you could bring him on early and if I am reelected the council will have plenty of time to find my replacement.

I am very thankful for the time I have had to work with each of you and believe we have made some great things happen for the Town over the last couple of years. So just keep working together and supporting the town employees and great things will keep on coming.

God Bless each of you and I will always be praying for you and your work.

Thank You

A handwritten signature in black ink that reads "Charles Baker". The signature is written in a cursive style with a long horizontal stroke at the end.

Charles Baker

Councilman

District One