

Meeting Agenda



Delphi Board of Public Works & Safety



Date/Time: Monday March 17, 2025 @ 5:30 P.M.

Location: Delphi City Building 201 S. Union St. Delphi IN

Live streamed on Delphi Indiana You Tube Channel

<http://www.youtube.com/@delphiindiana491>

1. Calling to Order
2. Pledge of Allegiance
3. Roll Call Clerk Price
4. Meeting Minutes
 - a. Monday March 3, 2025
5. Claims \$636,300.13
6. Other Business
 - a. Advertisement to bid INDOT Community Crossing Matching Grant 2025-1
7. Unfinished Business
 - a. Bowen Estates Infrastructure Acceptance
8. New Business
 - a. First Baptist Church Excavation Permit request
 - b. Do It In Delphi Market Days - Julia Leahy Delphi Main Street
 - c. Hispanic Heritage Festival - Julia Leahy/Barb Mayfield
 - d. Do It In Delphi 5k Run/Walk Delphi Parks Dept./Delphi Main Street
 - e. Trunk or Treat (Riley Park) Delphi Main Street
9. Future Business & Announcements
 - a. 2025 Easter Egg Hunt Proposed Date: April 19th @ 11 a.m.
 - b. Delphi Main Street officially designated Indiana Accredited Main Street
10. Miscellaneous Business
 - a. Board Comments
 - b. Clerk Treasurer Price
 - c. Public Comments
 - d. Adjournment

The City of Delphi acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretive service, alternative audio/visual devices, and amanuenses) for participation in or access to City-sponsored public programs, services, and/or meetings, the City asks that individuals make requests for these services at least forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, please contact the City

at (765) 564-2097

Agenda Subject to Change



BOARD OF PUBLIC WORKS & SAFETY MEETING
March 3, 2025 – 5:30PM
Second Floor, City Building, 201 S. Union Street

Mayor Kamron Yates opened the meeting at 5:30 p.m. Those present rose for the Pledge of Allegiance. The meeting was livestreamed on YouTube.

Clerk-Treasurer Julie Price called the roll. Present were Mayor Yates, Breanna Maxwell, and Spencer Kingery.

The minutes of February 18, 2025 meeting were presented for review. There were no additions or corrections. Motion to approve minutes as read by Spencer Kingery seconded by Breanna Maxwell. Minutes were approved as read and carried. (3-0)

The next order of business was regular claims for March 3, 2025 totaling \$256,741.16. Motion to accept the claims made by Breanna Maxwell, seconded by Spencer Kingery. Motion carried and passed. (3-0)

Other Business:

Economic Development Director Julia Leahy announced that Delphi Main Street will be celebrating Mardi Gras March 15th all day in Delphi with several food vendors. She also mentioned the Easter Egg hunt for April, a Design Façade Grant, and OCRA feedback for the DMS to become accredited.

Mayor Yates announced that the new clarifier project is 99% complete and will hopefully have inspections within the next couple of weeks.

Unfinished Business:

None

New Business:

Riverside Recovery & Wellness 2025 was presented for approval to be held July 19th at Riley Park from 11-6 which includes the hours for set up and breakdown for the event.

Future Business:

None

Miscellaneous Business.

None

Board Comments/ Requests

None

Clerk-Treasurer Comments/Requests.

Clerk-Treasurer Price commented that a citizen may be interested in purchasing 2 city lots.

Public Comment

None

There being no other business, Spencer Kingery moved to adjourn. Seconded by Breanna Maxwell. Without objection, the Board of Public Works & Safety meeting was adjourned at 5:41p.m. Motion passed and carried. (3-0)

Mayor Kamron Yates

Julie Price, Attest

Accounts Payable Register Appropriation Summary

Date : 03/13/2025 09:19:22 AM

APV Register Batch - MARCH 17, 2025 BOW

APV_APPR_SUM.FRX

All History

APPROPRIATION	TITLE	EXPENDED
1101001120.000	G-INSURANCE	33999.41
1101001121.000	G-CITY-SHARE-FICA-MED	1732.57
1101001122.000	G-PERF	6759.03
1101001123.000	G-POLICE-PERF	4804.31
1101001210.000	G-MISC-OFFICE	65.11
1101001310.000	G-ATTORNEY	2375.00
1101001321.000	G-TELEPHONE	2956.02
1101001325.000	GENERA - FEES FOR GENERAL CHECKING ACCOUNT	27.30
1101001350.000	G-UTILITIES-STREETLIGHTS	2667.98
1101001920.000	G-TRANSFERS	65.28
1101002111.000	CITYBLDG-ADMINISTRATIVE-ASSISTANT	598.94
1101002360.000	CITYBLDG-MISC-REPAIRS	748.42
1101003110.000	MAYOR-SALARY	1085.26
1101003390.000	MAYOR-PROMOTIONAL	68.00
1101004111.000	CLERK-SALARY	950.74
1101004112.000	CLERK-BOOKKEEPER	611.20
1101004113.000	CLERK-UTILITY- CLERK	611.20
1101004210.000	CLERK-OFFICE-SUPPLIES	150.93
1101005111.000	POLICE-CHIEF-OF-POLICE	658.05
1101005112.000	POLICE-SERGEANT	5510.58
1101005113.000	POLICE-PATROLMAN-1ST-CLASS	10572.24
1101005115.000	POLICE-PROBATIONARY-OFFICERS	2307.48
1101005120.000	POLICE-CLOTHING	1280.55
1101005130.000	POLICE-OVERTIME	5357.72
1101005210.000	POLICE-OFFICE- SUPPLIES	40.92
1101005220.000	POLICE-GARAGE-MOTOR	2112.71
1101005240.000	POLICE-EQUIPMENT-SUPPLIES	3548.99
1101005244.000	POLICE-CELL-PHONE	707.73
1101005290.000	POLICE-OTHER	38.35
1101005313.000	POLICE-TRAINING	2132.09
1101005360.000	POLICE-EQUIPMENT-REPAIRS	248.37
1101005390.000	POLICE-MENT- PHYS-EVALUATION	480.00
1101008111.000	ST&P-SUPERINTENDENT	3070.88
1101008112.000	ST&P-FULLTIME	9120.00
1101008114.000	ST&P-OVERTIME/ONCALL	75.00
1101008120.000	ST&P-CLOTHING	592.44
1101008210.000	ST&P-MISCELLANEOUS SUPPLIES	15.85
1101008220.000	ST&P-GARAGE&MOTOR	1481.77
1101008240.000	ST&P-MISCELLANEOUS	142.08
1101008354.000	ST&P UTILITIES	1045.46
1101008360.000	ST&P-REPAIRS	127.28
1101008361.000	ST&P-PARK PLAYGROUND MAINTENANCE	164.95
1101008363.000	ST&P-LANDSCAPING HARD&SOFT	864.00
1101013100.000	AIRPORT-MANAGER-CONTRACT	307.50
1101013230.000	AIRPORT-AIRFIELD-LIGHTING-SUPPLIES	2000.00
1101013351.000	AIRPORT-ELECTRIC	394.34
1101013360.000	AIRPORT-MISC-MAINTENANCE	1237.04
2216001111.000	EDIT-COMM DEVELOPMENT & PLANNING	5833.32
2216001111.330	EDIT - CODE ENFORCER	1730.77

Accounts Payable Register Appropriation Summary

Date : 03/13/2025 09:19:22 AM

APV_APPR_SUM.FRX

APPROPRIATION	TITLE	EXPENDED
2216001211.000	EDIT-OFFICE SUPPLIES	306.50
2216001312.000	EDIT/C.C. ECON. DEVELOP. COMM.	37012.50
2216001320.000	EDIT-TELEPHONE	73.03
2216001392.000	EDIT-PROMOTIONAL	134.99
2216001393.000	EDIT-DUES & SEMINARS	275.00
2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	1687.50
2228001290.000	TLEO - GENERAL - OTHER SUPPLIES	4992.54
2236001590.000	RAINY DAY FUND	156510.17
2243001240.000	FIRE TERR-FUEL & OIL	356.50
2243001241.000	FIRE TERR-MISC SUPPLIES	101.99
2243001350.000	FIRE TERR-TELEPHONE	110.31
2243001352.000	FIRE TERR-GAS	324.22
2243001354.000	FIRE TERR-WATER	88.24
2243001360.000	FIRE TERR-RADIO MAINTENANCE	67.77
2243001361.000	FIRE TERR-VEHICLE MAINT	123.93
2243001362.000	FIRE TERR-BUILDING MAINTANCE	353.40
2243001390.000	FIRE TERR-PROMOTIONAL	175.36
2256001290.000	OPIOID - GENERAL - OTHER SUPPLIES	506.12
2510000390.000	COMMUNITY CENTER UTILITIES	164.98
2510000590.000	COMMUN - - OTHER	150.00
2522001221.000	AIRPO/FUEL AND ICE	38.18
2543001431.000	FT EQUIP-TURN OUT GEAR	5660.00
2543001444.000	FIRE TERR/CAPITAL EXPENDITURE	10006.95
6101001520.000	WATER-TRANSFERS	82920.10
6101001601.000	WATER-SALARIES/WAGES EMPLOYEES	13227.43
6101001604.000	WATER-EMPLOYEE PENSION/BENIFITS	1008.82
6101001615.000	WATER-PURCHASED POWER	1504.85
6101001620.000	WATER-MATERIALS AND SUPPLIES	1122.96
6101001636.000	WATER-CONTRACTUAL SERVICE-OTHER	3600.00
6101001650.000	WATER-TRANSPORTATION EXPENSES	1159.59
6101001675.000	WATER-MISC EXPENSES	5383.67
6101002340.000	WATER-OFFICE FURNITURE/EQUIPMENT	130.41
6101002343.000	WATER-TOOLS,SHOP AND GARAGE EQUIPMENT	15345.42
6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	600.00
6201001520.000	WASTEWATER-TRANSFERS	8673.50
6201001701.000	WASTEWATER-SALARIES AND WAGES	14276.01
6201001704.000	WASTEWATER-EMPLOYEE PENSION/BENIFITS	1092.07
6201001711.000	WASTEWATER-SLUDGE REMOVAL EXPENSE	33261.89
6201001715.000	WASTEWATER-PURCHASED POWER	1823.66
6201001718.000	WASTEWATER-CHEMICALS	10508.40
6201001720.000	WASTEWATER-MATERIALS AND SUPPLIES	208.09
6201001735.000	WASTEWATER-CONTRACTUAL SERVICES-TESTING	441.00
6201001736.000	WASTEWATER-CONTRACTUAL SERVICE-OTHER	1577.25
6201001750.000	WASTEWATER-TRANSPORTATION EXPENSE	126.83
6201001775.000	WASTEWATER-MISC.EXPENSES	3641.92
6201002371.000	WASTEWATER-PUMPING EQUIPMENT	795.00
6201002393.000	WASTEWATER-TOOLS/SHOP/GARAGE EQMT	408.98
6601001312.000	SOLIDWASTE-CONTRACT FOR TRASH	15043.70
8802001112.000	POLICE PEN-IRIS HEAVILIN	1327.29
8901001110.000	PAYROLL-NET SALARY	52206.64

Accounts Payable Register Appropriation Summary

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APPROPRIATION	TITLE	EXPENDED
8901001921.000	PAYROLL-FED W/H	6082.54
8901001922.000	PAYROLL-FICA W/H	2825.32
8901001923.000	PAYROLL-MEDI W/H	1008.14
8901001924.000	PAYROLL-STATE W/H	7276.09
8901001932.000	PAYROLL-COURT	518.76
8901001934.000	PAYROLL-DEFERRED IRA	100.00
8901001940.000	PAYROLL-CITY SHARE FICA	2825.32
8901001941.000	PAYROLL-CITY SHARE MEDI	1008.14
8901001946.000	PAYROLL - HSA	545.00
*** GRAND TOTAL ***		636300.13

Installed by the CITY OF DELPHI-2013
Accounts Payable Register Fund Summary
APV Register Batch - MARCH 17, 2025 BOW
All History

FUND	TITLE	EXPENDED
1101	GENERAL	115911.07
2216	EDIT	45366.11
2218	DELPHI PLANNING AND ZONING	1687.50
2228	TLEO	4992.54
2236	RAINY DAY FUND	156510.17
2243	FIRE PROTECTION TERRITORY	1701.72
2256	OPIOID SETTLEMENT UNRESTRICTED	506.12
2510	COMMUNITY CENTER	314.98
2522	AIRPORT ROTARY FUND-FUEL	38.18
2543	FIRE TERR EQUIP FUND	15666.95
6101	WATER OPERATING	125403.25
6104	CUSTOMER DEPOSIT	600.00
6201	SEWAGE OPERATION	76834.60
6601	SOLID WASTE	15043.70
8802	POLICE PENSION	1327.29
8901	PAYROLL	74395.95
***	GRAND TOTAL ***	636300.13

Accounts Payable Register

APV Register Batch - MARCH 17, 2025 BOW

All History

Grouped By Fund Number, Department

Ordered By Fund Number, Department, Appropriation

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**Fund Number 1101 GENERAL										
**Department 001 GENERAL										
03/03/2025	46149	ANTHEM DENTAL		1101001120.000	G-INSURANCE	ANTHEM DENTAL INS PREMIUMS	1452.74	46149	03/03/2025	
03/06/2025	46231	AMERIFLEX		1101001120.000	G-INSURANCE	COBRA POLICY	65.75		//	
03/04/2025	46188	ANTHEM LIFE		1101001120.000	G-INSURANCE	LIFE INS PREMIUMS	161.20	35251	03/04/2025	
02/28/2025	46258	SECURITY FEDERAL SAVINGS BANK		1101001120.000	G-INSURANCE	FBO STEPHEN MULLIN HSA	1100.00		//	
03/04/2025	46192	ANTHEM BLUE CROSS BLUE SHIELD		1101001120.000	G-INSURANCE	ANTHEM HEALTH INS PREMIUMS	31219.72	46192	03/04/2025	
03/07/2025	46207	PAYROLL FUND		1101001121.000	G-CITY-SHARE-FICA-MED	Empr Liability FICA	1122.63	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101001121.000	G-CITY-SHARE-FICA-MED	Empr Liability Medicare	609.94	35253	03/05/2025	
03/06/2025	46233	INPRS		1101001122.000	G-PERF	GENERAL/WATER/WASTEWATER	6759.03	46233	03/06/2025	
03/06/2025	46234	POLICE PENSION FUND		1101001123.000	G-POLICE-PERF	POLICE RETIREMENT	4804.31	46234	03/06/2025	
03/04/2025	46194	WATERCO OF THE CENTRAL STATES, INC		1101001210.000	G-MISC-OFFICE	5 G DRINKING WATER	5.50		//	
03/07/2025	46235	BRADEN		1101001210.000	G-MISC-OFFICE	CONTRACT & USAGE	59.61		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI CITY COURT	125.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI MORNING HEIGHTS	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI PD	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI PD	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	MONTHLY COMMON COUNCIL MEETING	200.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI-PD	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	BOW MTG	100.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	LITIGATION CLAIM	50.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI-APC	75.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	25.00		//	
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI- ZONING	125.00		//	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	MORNING HEIGHTS	75.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI- BOW	375.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	75.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	75.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	MORNING HEIGHTS CEMETERY	200.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	DELPHI BOW ZONING	75.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	FIRE TERRITORY	100.00	//		
03/10/2025	46248	ROBESON LAW LLC		1101001310.000	G-ATTORNEY	APC-MEETING	250.00	//		
03/03/2025	46171	AT&T MOBILITY		1101001321.000	G-TELEPHONE	BAN 287286593992 #765-201-6266	41.79	35224	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101001321.000	G-TELEPHONE	BAN 287291832959 #765-564-0005	41.79	35226	03/03/2025	
03/03/2025	46171	AT&T MOBILITY		1101001321.000	G-TELEPHONE	BAN 287286593992 #765-201-6268	41.79	35224	03/03/2025	
03/06/2025	46230	ZAYO GROUP		1101001321.000	G-TELEPHONE	ACCT#035862	332.10	//		
02/27/2025	46204	STAR2STAR COMMUNICATIONS, LLC		1101001321.000	G-TELEPHONE	PHONE CONTRACT	293.55	//		
02/27/2025	46135	BRAND TECH		1101001321.000	G-TELEPHONE	MANAGED CLIENT SERVICES (MARCH)	2205.00	//		
03/03/2025	46150	SECURITY FEDERAL SAVINGS BANK		1101001325.000	GENERA - FEES FOR GENERAL CHECKING ACCOUNT	CASH MANAGEMENT SERVICE CHARGE	20.00	46150	02/28/2025	
03/03/2025	46150	SECURITY FEDERAL SAVINGS BANK		1101001325.000	GENERA - FEES FOR GENERAL CHECKING ACCOUNT	CASH MANAGEMENT ACH ITEM FEE	7.30	46150	02/28/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#10353301	504.90	35257	03/10/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#10799600	58.45	35257	03/10/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#10341401	28.65	35257	03/10/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#10342101	45.90	35257	03/10/2025	
03/03/2025	46168	DELPHI WATER		1101001350.000	G-UTILITIES-STREETLIGHTS	FEBRUARY 2025 WATER & SEWAGE BILLING/OLD FIRE/30001006	50.14	//		
03/03/2025	46167	DELPHI WATER		1101001350.000	G-UTILITIES-STREETLIGHTS	FEBRUARY 2025 WATER & SEWAGE BILLING/50037005	25.07	//		
03/04/2025	46178	NIPSCO		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#806-330-009-8	1559.79	35246	03/04/2025	
03/04/2025	46178	NIPSCO		1101001350.000	G-UTILITIES-STREETLIGHTS	ACCT#079-713-004-0	312.30	35246	03/04/2025	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK		MEMORANDUM
								CHECK #	DATE	
03/03/2025	46168	DELPHI WATER		1101001350.000	G-UTILITIES-STREETLIGHTS	FEBRUARY 2025 WATER & SEWAGE BILLING/CITY/30001000	32.64	/ /		
03/03/2025	46168	DELPHI WATER		1101001350.000	G-UTILITIES-STREETLIGHTS	FEBRUARY 2025 WATER & SEWAGE BILLING/PREV STREET/30001005	50.14	/ /		
03/11/2025	46267	DELPHI WATER		1101001920.000	G-TRANSFERS	EFT TRF FROM GEN/BMV/10073505	19.36	46267	03/11/2025	
03/11/2025	46268	WASTEWATER		1101001920.000	G-TRANSFERS	USAGE/BMV/10073505	13.28	46268	03/11/2025	
03/11/2025	46267	DELPHI WATER		1101001920.000	G-TRANSFERS	EFT TRF FROM GEN/BMV/10073501	19.36	46267	03/11/2025	
03/11/2025	46268	WASTEWATER		1101001920.000	G-TRANSFERS	USAGE/BMV/10073501	13.28	46268	03/11/2025	
SubTotal Department 001							55452.01			
**Department 002 CITY BUILDING										
03/07/2025	46207	PAYROLL FUND		1101002111.000	CITYBLDG-ADMINISTRATIVE- ASSISTANT	Administrative Assistant	598.94	35253	03/05/2025	
03/04/2025	46185	CARROLL COUNTY TRUE VALUE		1101002360.000	CITYBLDG-MISC-REPAIRS	LIGHT BULBS	12.59	35249	03/04/2025	
03/10/2025	46247	AMAZON CAPITAL SERVICES INC		1101002360.000	CITYBLDG-MISC-REPAIRS	LIGHTING FIXTURE/CEILING FANS	392.55	/ /		
03/06/2025	46229	MENARDS INC		1101002360.000	CITYBLDG-MISC-REPAIRS	PAINT AND SUPPLIES	283.44	/ /		
03/10/2025	46247	AMAZON CAPITAL SERVICES INC		1101002360.000	CITYBLDG-MISC-REPAIRS	LIGHTING FIXTURE	59.84	/ /		
SubTotal Department 002							1347.36			
**Department 003 MAYOR										
03/07/2025	46207	PAYROLL FUND		1101003110.000	MAYOR-SALARY	Mayor Salary	1085.26	35253	03/05/2025	
03/10/2025	46255	Q-GRAPHICS		1101003390.000	MAYOR-PROMOTIONAL	MAYOR-BUSINESS CARDS	68.00	/ /		
SubTotal Department 003							1153.26			
**Department 004 CLERK-TREASURER										
03/07/2025	46207	PAYROLL FUND		1101004111.000	CLERK-SALARY	Clerk Salary	950.74	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101004112.000	CLERK-BOOKKEEPER	Clerk Bookkeeper	611.20	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101004113.000	CLERK-UTILITY- CLERK	Clerk Utility Bkkpr	611.20	35253	03/05/2025	
03/11/2025	46278	AMAZON CAPITAL SERVICES		1101004210.000	CLERK-OFFICE-SUPPLIES	9X12 PAPER AND MINUTE	74.33	/ /		

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
		INC				BOOK LEDGER PAPER				
03/11/2025	46278	AMAZON CAPITAL SERVICES INC		1101004210.000	CLERK-OFFICE-SUPPLIES	PARCHMENT PAPER	18.99	//		
03/06/2025	46232	AMAZON CAPITAL SERVICES INC		1101004210.000	CLERK-OFFICE-SUPPLIES	USB DRIVES AND CORRECTION TAPE	37.98	//		
03/12/2025	46284	AMAZON CAPITAL SERVICES INC		1101004210.000	CLERK-OFFICE-SUPPLIES	MINUTE PAPER	19.63	//		
SubTotal Department 004							2324.07			
**Department 005 POLICE										
03/07/2025	46207	PAYROLL FUND		1101005111.000	POLICE-CHIEF-OF-POLICE	Police-chief	658.05	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101005112.000	POLICE-SERGEANT	Police-sergeant	5510.58	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101005113.000	POLICE-PATROLMAN-1ST-CLASS	Police-1st Class	10572.24	35253	03/05/2025	
03/07/2025	46207	PAYROLL FUND		1101005115.000	POLICE-PROBATIONARY-OFFICERS	Police- Probationary Officers	2307.48	35253	03/05/2025	
02/28/2025	46145	AMAZON CAPITAL SERVICES INC		1101005120.000	POLICE-CLOTHING	UNIFORM GEAR FOR 127/133	244.92	//		
02/28/2025	46141	AMAZON CAPITAL SERVICES INC		1101005120.000	POLICE-CLOTHING	BOOTS FOR MCLELAND	168.26	//		
03/10/2025	46241	VISA		1101005120.000	POLICE-CLOTHING	DUTY BELT(S) AND VEST	703.70	35255	03/10/2025	
03/10/2025	46241	VISA		1101005120.000	POLICE-CLOTHING	DUTY BELT(S) AND VEST	163.67	35255	03/10/2025	
03/07/2025	46207	PAYROLL FUND		1101005130.000	POLICE-OVERTIME	Police-overtime	5357.72	35253	03/05/2025	
03/04/2025	46186	CARROLL COUNTY TRUE VALUE		1101005210.000	POLICE-OFFICE- SUPPLIES	BROOM AND DUSTPAN FOR E WING	40.92	35250	03/04/2025	
02/27/2025	46263	FLEETCOR TECHNOLOGIES INC		1101005220.000	POLICE-GARAGE-MOTOR	CURRENT BILL	937.11	//		
02/27/2025	46263	FLEETCOR TECHNOLOGIES INC		1101005220.000	POLICE-GARAGE-MOTOR	PAST DUE FEBRUARY BILL	1175.60	//		
02/28/2025	46138	HALEY'S LOCK SAFE & KEY SERVICE INC		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	SPARE KEYS MADE	26.10	//		
02/28/2025	46140	MOVE OVER OUTFITTERS		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	136 CAGE SWAP AND PUSH BUMPER	796.38	//		
02/28/2025	46140	MOVE OVER OUTFITTERS		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	SWAP CAGE AND BARRIERS 101-136	406.00	//		
02/28/2025	46140	MOVE OVER OUTFITTERS		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	WHITE UNMARKED GUNLOCKS	283.00	//		
03/11/2025	46266	AMAZON CAPITAL SERVICES INC		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	AMMO CAN	6.99	//		

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03/03/2025	46159	SUNNY COMMUNICATIONS LLC		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	CODE ENFORCEMENT PORTABLE RADIO	1875.00	//		
02/27/2025	46204	STAR2STAR COMMUNICATIONS, LLC		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	PHONE CONTRACT	146.93	//		
03/11/2025	46266	AMAZON CAPITAL SERVICES INC		1101005240.000	POLICE-EQUIPMENT-SUPPLIES	MALICE CLIPS	8.59	//		
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-564-0040	42.02	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-564-0044	41.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-5597	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6104	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-564-0010	41.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6515	41.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-564-0043	42.02	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6105	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6101	41.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6108	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-564-0215	91.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-822-0650	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6106	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6107	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-5460 MOBILE HOT SPOT	31.24	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6151	41.79	35226	03/03/2025	

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03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-822-0870	41.79	35226	03/03/2025		
03/03/2025	46174	AT&T MOBILITY		1101005244.000	POLICE-CELL-PHONE	BAN 287291832959 #765-201-6109	31.24	35226	03/03/2025		
03/10/2025	46241	VISA		1101005290.000	POLICE-OTHER	SHIP BLOOD DRAW KIT	5.35	35255	03/10/2025		
02/28/2025	46144	Q-GRAPHICS		1101005290.000	POLICE-OTHER	IDENTIFICATION CARD	33.00		/ /		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	HOTEL LOBBY LOUNGE/LUNCH	20.44	35255	03/10/2025		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	BRU BURGER/DINNER	41.43	35255	03/10/2025		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	NOODLES & CO/LINCH	23.06	35255	03/10/2025		
03/11/2025	46262	AMAZON CAPITAL SERVICES INC		1101005313.000	POLICE-TRAINING	TRAINING EQUIPMENT	49.88		/ /		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	CHEESECAKE FACTORY/DINNER	54.99	35255	03/10/2025		
03/04/2025	46189	CLINT MCLELAND		1101005313.000	POLICE-TRAINING	CULVERS-LUNCH/TRAINING	12.99		/ /		
02/28/2025	46142	ALWAYS FORWARD TRAINING LLC		1101005313.000	POLICE-TRAINING	ACTIVE SHOOTER TRAINING	1350.00		/ /		
03/04/2025	46189	CLINT MCLELAND		1101005313.000	POLICE-TRAINING	WINGS ETC-LUNCH/TRAINING	18.19		/ /		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	3 NIGHT HOTEL STAY/FOOD	445.86	35255	03/10/2025		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	NOODLES&CO/LUNCH	22.15	35255	03/10/2025		
03/04/2025	46189	CLINT MCLELAND		1101005313.000	POLICE-TRAINING	ASIA WOK-LUNCH/TRAINING	10.90		/ /		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	BIG WOODS/DINNER	37.95	35255	03/10/2025		
03/10/2025	46241	VISA		1101005313.000	POLICE-TRAINING	CULVERS/LUNCH	15.85	35255	03/10/2025		
03/04/2025	46186	CARROLL COUNTY TRUE VALUE		1101005313.000	POLICE-TRAINING	PAINT FOR GUN RANGE (TRAINING)	28.40	35250	03/04/2025		
02/28/2025	46139	KANE AUTOMOTIVE SUPPLY		1101005360.000	POLICE-EQUIPMENT-REPAIRS	REPAIR KEY FOB BATTERY/CODE ENF	8.09		/ /		
02/28/2025	46140	MOVE OVER OUTFITTERS		1101005360.000	POLICE-EQUIPMENT-REPAIRS	CHIEF CAR EQUIPMENT REPAIRS	240.28		/ /		
02/27/2025	46264	SUNCREST PSYCHOLOGICAL SERVICES, LLC		1101005390.000	POLICE-MENT- PHYS-EVALUATION	JANUARY MENTAL HEALTH VISITS (7)	480.00		/ /		
SubTotal Department 005							34995.78				
**Department 008 STREET											
03/07/2025	46207	PAYROLL FUND		1101008111.000	ST&P-SUPERINTENDENT	Street-commissioner	3070.88	35253	03/05/2025		
03/07/2025	46207	PAYROLL FUND		1101008112.000	ST&P-FULLTIME	Street-full Time	9120.00	35253	03/05/2025		

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03/07/2025	46207	PAYROLL FUND		1101008114.000	ST&P-OVERTIME/ONCALL	Street-overtime	75.00	35253	03/05/2025	
03/06/2025	46227	SAFETY SHOE DISTRIBUTORS OF OKI INC		1101008120.000	ST&P-CLOTHING	WORK PANTS- WILSON	179.96		//	
03/10/2025	46242	VISA		1101008120.000	ST&P-CLOTHING	WORK BOOTS AND PANTS-LYONS	353.08	35256	03/10/2025	
03/03/2025	46157	MICHAEL TODD & COMPANY INC		1101008120.000	ST&P-CLOTHING	SAFETY COAT FOR SHOCKLEY	59.40		//	
03/04/2025	46191	BRADEN		1101008210.000	ST&P-MISCELLANEOUS SUPPLIES	PRINTER CONTRACT	15.85		//	
03/03/2025	46155	DELPHI WATER DEPARTMENT		1101008220.000	ST&P-GARAGE&MOTOR	FEBRUARY FUEL	1481.77		//	
03/03/2025	46156	LITTLE FAWN LLC		1101008240.000	ST&P-MISCELLANEOUS	CONCRETE FOR FLAG POLE AT NEW SHOP	137.68		//	
03/04/2025	46184	CARROLL COUNTY TRUE VALUE		1101008240.000	ST&P-MISCELLANEOUS	KEY FOR CLOSET IN CABIN	2.69	35248	03/04/2025	
03/10/2025	46242	VISA		1101008240.000	ST&P-MISCELLANEOUS	POSTAGE FOR TITLE WORK ON TRAILER	6.89	35256	03/10/2025	
03/03/2025	46156	LITTLE FAWN LLC		1101008240.000	ST&P-MISCELLANEOUS	CREDIT FOR SAND	-10.68		//	
03/04/2025	46190	WATERCO OF THE CENTRAL STATES, INC		1101008240.000	ST&P-MISCELLANEOUS	BOTTLED WATER	5.50		//	
03/03/2025	46174	AT&T MOBILITY		1101008354.000	ST&P UTILITIES	BAN 287291832959 #765-201-5338	31.24	35226	03/03/2025	
03/04/2025	46178	NIPSCO		1101008354.000	ST&P UTILITIES	ACCT#510-649-009-8(1/2)	349.04	35246	03/04/2025	
03/04/2025	46178	NIPSCO		1101008354.000	ST&P UTILITIES	ACCT#2505440004	246.33	35246	03/04/2025	
03/03/2025	46165	DELPHI WATER		1101008354.000	ST&P UTILITIES	FEBRUARY 2025 WATER & SEWAGE BILL/RILEY/30098000	19.36		//	
03/03/2025	46174	AT&T MOBILITY		1101008354.000	ST&P UTILITIES	BAN 287291832959 #765-564-0053	41.79	35226	03/03/2025	
03/03/2025	46165	DELPHI WATER		1101008354.000	ST&P UTILITIES	FEBRUARY 2025 WATER & SEWAGE BILL/ANNEX/30100000	19.36		//	
02/27/2025	46204	STAR2STAR COMMUNICATIONS, LLC		1101008354.000	ST&P UTILITIES	PHONE CONTRACT	20.99		//	
03/03/2025	46153	DUKE ENERGY		1101008354.000	ST&P UTILITIES	FEBRUARY ELECTRIC BILL FOR SHOP	317.35		//	
03/06/2025	46225	COMPLETE AUTO & TIRE LLC		1101008360.000	ST&P-REPAIRS	REPAIRED TIRE ON TRUCK	18.00		//	
03/11/2025	46259	COMPLETE AUTO & TIRE LLC		1101008360.000	ST&P-REPAIRS	REPAIRED TIRE ON BACKHOE	50.00		//	
03/12/2025	46287	RPM MACHINERY LLC		1101008360.000	ST&P-REPAIRS	REPAIRED CHIPPER-SHORT PAID PREVIOUS CLAIM	59.28		//	

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03/10/2025	46242	VISA		1101008361.000	ST&P-PARK PLAYGROUND MAINTENANCE	RUBBER MATS FOR PLAYGROUND AT RILEY	164.95	35256	03/10/2025	
03/11/2025	46260	WREDE & SONS EXCAVATING, INC		1101008363.000	ST&P-LANDSCAPING HARD&SOFT	MULCH FOR DOWNTOWN	432.00		//	
03/12/2025	46283	WREDE & SONS EXCAVATING, INC		1101008363.000	ST&P-LANDSCAPING HARD&SOFT	MULCH FOR DOWNTOWN	432.00		//	
SubTotal Department 008							16699.71			
**Department 013 AIRPORT										
03/07/2025	46207	PAYROLL FUND		1101013100.000	AIRPORT-MANAGER-CONTRA CT	AIRPORT MANAGER	307.50	35253	03/05/2025	
03/10/2025	46257	MICHIANA CONTRACTING INC		1101013230.000	AIRPORT-AIRFIELD-LIGHTING -SUPPLIES	TROUBLESHOOT AND REPAIR RUNWAY LIGHTS	2000.00		//	
03/10/2025	46244	CARROLL WHITE REMC		1101013351.000	AIRPORT-ELECTRIC	ACCT#10178401	146.30	35257	03/10/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101013351.000	AIRPORT-ELECTRIC	ACCT#10179601	97.41	35257	03/10/2025	
03/10/2025	46244	CARROLL WHITE REMC		1101013351.000	AIRPORT-ELECTRIC	ACCT#10179501	150.63	35257	03/10/2025	
03/10/2025	46257	MICHIANA CONTRACTING INC		1101013360.000	AIRPORT-MISC-MAINTENANC E	TROUBLESHOOT AND REPAIR RUNWAY LIGHTS	1144.65		//	
03/04/2025	46195	WASTE MANAGEMENT OF INDIANA, LLC		1101013360.000	AIRPORT-MISC-MAINTENANC E	DUMPSTER SERVICE	92.39		//	
SubTotal Department 013							3938.88			
SubTotal Fund Number 1101							115911.07			
**Fund Number 2216 EDIT										
**Department 001 GENERAL										
03/10/2025	46256	JULIA LEAHY		2216001111.000	EDIT-COMM DEVELOPMENT & PLANNING	03/01-03/15/25 HOURS	2916.66		//	
03/03/2025	46158	JULIA LEAHY		2216001111.000	EDIT-COMM DEVELOPMENT & PLANNING	CONTRACT FOR SERVICES	2916.66	35227	03/04/2025	
03/07/2025	46207	PAYROLL FUND		2216001111.330	EDIT - CODE ENFORCER	CODE ENFORCEMENT SALARY	1730.77	35253	03/05/2025	
03/10/2025	46255	Q-GRAPHS		2216001211.000	EDIT-OFFICE SUPPLIES	JULIA-CARDS/ENVELOPES	238.50		//	
03/10/2025	46255	Q-GRAPHS		2216001211.000	EDIT-OFFICE SUPPLIES	JULIA-BUSINESS CARDS	68.00		//	
03/03/2025	46160	CARROLL COUNTY ECONOMIC DEVELOPMENT	2503	2216001312.000	EDIT/C.C. ECON. DEVELOP. COMM.	2025 CONTRACT	1480.50		//	
03/03/2025	46160	CARROLL COUNTY ECONOMIC DEVELOPMENT		2216001312.000	EDIT/C.C. ECON. DEVELOP. COMM.	2025 CONTRACT	35532.00		//	

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03/03/2025	46174	AT&T MOBILITY		2216001320.000	EDIT-TELEPHONE	BAN 287291832959 #765-201-6560	41.79	35226	03/03/2025	
03/03/2025	46174	AT&T MOBILITY		2216001320.000	EDIT-TELEPHONE	BAN 287291832959 #765-822-9548	31.24	35226	03/03/2025	
03/11/2025	46278	AMAZON CAPITAL SERVICES INC		2216001392.000	EDIT-PROMOTIONAL	UTILITY CLERK RETIREMENT CLOCK	134.99		//	
03/07/2025	46238	VISA		2216001393.000	EDIT-DUES & SEMINARS	2025 WOMEN IN ECON DEV. LEADERSHIP SERIES	275.00	35254	03/10/2025	
SubTotal Department 001							45366.11			
SubTotal Fund Number 2216							45366.11			
**Fund Number 2218 DELPHI PLANNING AND ZONING										
**Department 001 GENERAL										
03/11/2025	46269	CODE CRAFTERS		2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	PROCESS REVISED BUILDING PLANS AND CORRESPONDENCE FOR D-25-01 THRU 05	31.25		//	
03/11/2025	46269	CODE CRAFTERS		2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	JANUARY: HOURLY BUILDING PLAN REVIEW FOR BOWEN ESTATES PERMITS	1187.50		//	
03/11/2025	46269	CODE CRAFTERS		2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	ISSUE 5 BUILDING PERMITS FOR BOWEN ESTATES	62.50		//	
03/11/2025	46269	CODE CRAFTERS		2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	REVIEW BZA AGENDA AND PROVIDE FEEDBACK	31.25		//	
03/11/2025	46269	CODE CRAFTERS		2218001311.000	DELPHI PLANNING AND ZONING - LEGAL	ATTEND BZA HEARING	375.00		//	
SubTotal Department 001							1687.50			
SubTotal Fund Number 2218							1687.50			
**Fund Number 2228 TLEO										
**Department 001 GENERAL										
02/28/2025	46143	KIESLER'S POLICE SUPPLY INC		2228001290.000	TLEO - GENERAL - OTHER SUPPLIES	9 BACK UP PISTOLS/OPTICS	4992.54		//	
SubTotal Department 001							4992.54			
SubTotal Fund Number 2228							4992.54			

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**Fund Number 2236 RAINY DAY FUND										
**Department 001 GENERAL										
03/04/2025	46193	GM DEVELOPMENT COMPANIES LLC		2236001590.000	RAINY DAY FUND	DRAW 8 - FRONT STREET BOT	156510.17	/	/	
SubTotal Department 001							156510.17			
SubTotal Fund Number 2236							156510.17			
**Fund Number 2243 FIRE PROTECTION TERRITORY										
**Department 001 GENERAL										
03/10/2025	46250	KEYSTONE COOPERATIVE LLC		2243001240.000	FIRE TERR-FUEL & OIL	DIESEL	356.50	/	/	
03/10/2025	46249	VISA		2243001241.000	FIRE TERR-MISC SUPPLIES	PHONE CASE AND CHARGER	101.99	3643	03/10/2025	
03/03/2025	46177	AT&T MOBILITY		2243001350.000	FIRE TERR-TELEPHONE	BAN 287293775872 #765-201-6639	31.24	3640	03/04/2025	
03/03/2025	46177	AT&T MOBILITY		2243001350.000	FIRE TERR-TELEPHONE	BAN 287293775872 #765-564-0034	58.08	3640	03/04/2025	
02/27/2025	46206	STAR2STAR COMMUNICATIONS, LLC		2243001350.000	FIRE TERR-TELEPHONE	PHONE CONTRACT	20.99	/	/	
03/04/2025	46182	NIPSCO		2243001352.000	FIRE TERR-GAS	ACCT#913-726-005-1	324.22	3641	03/04/2025	
03/03/2025	46163	DELPHI WATER		2243001354.000	FIRE TERR-WATER	FEBRUARY 2025 WATER & SEWAGE BILL/60086001	88.24	/	/	
03/10/2025	46243	VISA		2243001360.000	FIRE TERR-RADIO MAINTENANCE	RADIO SYSTEM KEY	67.77	3642	03/10/2025	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS	10.72	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS	35.20	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS RETURNS	-47.69	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS RETURNS	-0.67	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS	136.11	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS	7.03	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS RETURNS	-35.20	/	/	
03/10/2025	46251	J & K WATSON ENT INC		2243001361.000	FIRE TERR-VEHICLE MAINT	ICE MACHINE PARTS	18.43	/	/	
03/10/2025	46252	FIREMAN LAWNS		2243001362.000	FIRE TERR-BUILDING MAINTANCE	SNOW REMOVAL	250.00	/	/	
03/10/2025	46253	WASTE MANAGEMENT OF INDIANA, LLC		2243001362.000	FIRE TERR-BUILDING MAINTANCE	TRASH SERVICE	103.40	/	/	
03/10/2025	46243	VISA		2243001390.000	FIRE TERR-PROMOTIONAL	SAMS-BUNS FOR OPEN HOUSE	105.04	3642	03/10/2025	

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03/10/2025	46243	VISA		2243001390.000	FIRE TERR-PROMOTIONAL	MASSINGILLS-FOOD FOR OPEN HOUSE	70.32	3642	03/10/2025	
SubTotal Department 001							1701.72			
SubTotal Fund Number 2243							1701.72			
**Fund Number 2256 OPIOID SETTLEMENT UNRESTRICTED										
**Department 001 GENERAL										
03/11/2025	46265	DETECTACHEM		2256001290.000	OPIOID - GENERAL - OTHER	DRUG TESTING KITS SUPPLIES	317.57		//	
03/11/2025	46261	NAR TEC INC		2256001290.000	OPIOID - GENERAL - OTHER	DRUG TEST KITS SUPPLIES	188.55		//	
SubTotal Department 001							506.12			
SubTotal Fund Number 2256							506.12			
**Fund Number 2510 COMMUNITY CENTER										
**Department 000										
03/04/2025	46181	NIPSCO		2510000390.000	COMMUNITY CENTER UTILITIES	ACCT#137-977-002-3	132.34	35247	03/04/2025	
03/03/2025	46168	DELPHI WATER		2510000390.000	COMMUNITY CENTER UTILITIES	FEBRUARY 2025 WATER & SEWAGE BILLING/COMM CENTER/50102000	32.64		//	
03/10/2025	46254	CARROLL COUNTY SENIOR AND FAMILY SERVICES		2510000590.000	COMMUN - - OTHER	FEBRUARY CLEANING FEES	150.00		//	
SubTotal Department 000							314.98			
SubTotal Fund Number 2510							314.98			
**Fund Number 2522 AIRPORT ROTARY FUND-FUEL										
**Department 001 GENERAL										
03/04/2025	46203	STATE OF INDIANA DEPARTMENT OF REVENUE		2522001221.000	AIRPO/FUEL AND ICE	AVIATION FUEL TAX 2/1-2/28/2025	38.18	46203	03/04/2025	
SubTotal Department 001							38.18			
SubTotal Fund Number 2522							38.18			
**Fund Number 2543 FIRE TERR EQUIP FUND										
**Department 001 GENERAL										

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03/03/2025	46161	MACQUEEN EQUIPMENT LLC	2502	2543001431.000	FT EQUIP-TURN OUT GEAR	FIRE GEAR AND BOOTS	1226.95	/ /		
03/03/2025	46162	MACQUEEN EQUIPMENT LLC	2502	2543001431.000	FT EQUIP-TURN OUT GEAR	FIRE GEAR AND BOOTS	4433.05	/ /		
03/03/2025	46162	MACQUEEN EQUIPMENT LLC	2502	2543001444.000	FIRE TERR/CAPITAL EXPENDITURE	FIRE GEAR AND BOOTS	10006.95	/ /		
SubTotal Department 001							15666.95			
SubTotal Fund Number 2543							15666.95			
**Fund Number 6101 WATER OPERATING										
**Department 001 GENERAL										
03/05/2025	46217	WATER BOND - 2013		6101001520.000	WATER-TRANSFERS	PER BOND ORDINANCE OF 2013-MARCH	11438.67	46217	03/05/2025	
03/05/2025	46219	BANK OF NEW YORK MELLON TRUST COMPANY NA		6101001520.000	WATER-TRANSFERS	PER ORDINANCE 2018 PHASE I SRF LOAN- MARCH	31410.17	46219	03/07/2025	
03/05/2025	46218	WATER BOND		6101001520.000	WATER-TRANSFERS	PER BOND ORDINANCE OF 2015 REFINANCED-MARCH	12285.42	46218	03/05/2025	
03/05/2025	46219	BANK OF NEW YORK MELLON TRUST COMPANY NA		6101001520.000	WATER-TRANSFERS	PER ORDINANCE 2019 PHASE II SRF LOAN- MARCH	27785.84	46219	03/07/2025	
03/07/2025	46208	PAYROLL FUND		6101001601.000	WATER-SALARIES/WAGES EMPLOYEES	Water-wages	13227.43	19951	03/05/2025	
03/07/2025	46208	PAYROLL FUND		6101001604.000	WATER-EMPLOYEE PENSION/BENIFITS	Empr Liability FICA	817.59	19951	03/05/2025	
03/07/2025	46208	PAYROLL FUND		6101001604.000	WATER-EMPLOYEE PENSION/BENIFITS	Empr Liability Medicare	191.23	19951	03/05/2025	
03/10/2025	46245	CARROLL WHITE REMC		6101001615.000	WATER-PURCHASED POWER	ACCT#10821400	130.12	19953	03/10/2025	
03/10/2025	46245	CARROLL WHITE REMC		6101001615.000	WATER-PURCHASED POWER	ACCT#10351101	332.93	19953	03/10/2025	
03/10/2025	46245	CARROLL WHITE REMC		6101001615.000	WATER-PURCHASED POWER	ACCT#10343301	140.98	19953	03/10/2025	
03/04/2025	46179	NIPSCO		6101001615.000	WATER-PURCHASED POWER	ACCT#992-300-009-5	234.43	19949	03/04/2025	
03/04/2025	46179	NIPSCO		6101001615.000	WATER-PURCHASED POWER	ACCT#510-649-009-8(1/2)	349.04	19949	03/04/2025	
03/03/2025	46152	DUKE ENERGY		6101001615.000	WATER-PURCHASED POWER	ELECTRIC BILL FOR SHOP	317.35	/ /		
03/06/2025	46224	MENARDS INC		6101001620.000	WATER-MATERIALS AND SUPPLIES	STRUT & CONNECTORS	342.18	/ /		
03/12/2025	46288	EVERETT J PRESCOTT INC		6101001620.000	WATER-MATERIALS AND SUPPLIES	4" TAP SADDLES	210.63	/ /		
03/12/2025	46288	EVERETT J PRESCOTT INC		6101001620.000	WATER-MATERIALS AND SUPPLIES	4" TAP SADDLE	70.21	/ /		
03/12/2025	46288	EVERETT J PRESCOTT INC		6101001620.000	WATER-MATERIALS AND SUPPLIES	4" CLAMPS	478.38	/ /		

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						SUPPLIES				
03/04/2025	46183	CARROLL COUNTY TRUE VALUE		6101001620.000	WATER-MATERIALS AND SUPPLIES	LETTER SET	21.56	19950	03/04/2025	
03/03/2025	46154	ACCU-DIG INC		6101001636.000	WATER-CONTRACTUAL SERVICE-OTHER	WATER LEAK AT ARMORY & HAMILTON	1200.00		//	
03/12/2025	46289	ACCU-DIG INC		6101001636.000	WATER-CONTRACTUAL SERVICE-OTHER	W.L. AT ELIZABETH AND DODGE ST	1200.00		//	
03/03/2025	46154	ACCU-DIG INC		6101001636.000	WATER-CONTRACTUAL SERVICE-OTHER	REPAIR & REPLACE SERVICE LINE AT 757 E MONROE (HIT BY BASELINE BORING	1200.00		//	
03/06/2025	46226	KEYSTONE COOPERATIVE LLC		6101001650.000	WATER-TRANSPORTATION EXPENSES	FUEL AT SHOP	1159.59		//	
03/11/2025	46279	AMAZON CAPITAL SERVICES INC		6101001675.000	WATER-MISC EXPENSES	9X12 PAPER AND MINUTE BOOK LEDGER PAPER	74.32		//	
03/12/2025	46285	AMAZON CAPITAL SERVICES INC		6101001675.000	WATER-MISC EXPENSES	MINUTE PAPER	19.63		//	
03/06/2025	46223	MASSINGILL GROCERY INC		6101001675.000	WATER-MISC EXPENSES	DRINKS FOR TRAINING ONE DAY SEMINAR	25.18		//	
03/03/2025	46175	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	BAN 287291832959 #765-822-0767	31.24	19937	03/03/2025	
03/03/2025	46175	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	BAN 287291832959 #765-564-0087	41.79	19937	03/03/2025	
03/03/2025	46175	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	BAN 287291832959 #765-822-9900	41.78	19937	03/03/2025	
03/07/2025	46236	BRADEN		6101001675.000	WATER-MISC EXPENSES	CONTRACT & USAGE	59.60		//	
03/03/2025	46175	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	BAN 287291832959 #765-822-0390	31.24	19937	03/03/2025	
02/27/2025	46205	STAR2STAR COMMUNICATIONS, LLC		6101001675.000	WATER-MISC EXPENSES	PHONE CONTRACT	20.99		//	
03/04/2025	46201	IN DEPT OF REVENUE		6101001675.000	WATER-MISC EXPENSES	SALES TAX 2/1-2/28/2025	4783.13	46201	03/04/2025	
03/03/2025	46173	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	#765-822-9257 WATER 1	34.24	19936	03/03/2025	
03/03/2025	46173	AT&T MOBILITY		6101001675.000	WATER-MISC EXPENSES	BAN 287286593992 #765-201-5959 WATER 2	34.24	19936	03/03/2025	
03/03/2025	46166	DELPHI WATER		6101001675.000	WATER-MISC EXPENSES	FEBRUARY 2025 CRAG'S SHARE/50037005	25.07		//	
03/12/2025	46282	INVOICE CLOUD		6101001675.000	WATER-MISC EXPENSES	MONTHLY FEE	131.75	46282	03/12/2025	
03/03/2025	46169	Q-GRAPHICS		6101001675.000	WATER-MISC EXPENSES	1/2 NIGHT DEPOSIT ENVELOPES	29.47		//	

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SubTotal Department 001							109927.42				
**Department 002		CITY BUILDING									
03/07/2025	46239	VISA		6101002340.000	WATER-OFFICE FURNITURE/EQUIPMENT	INK FOR SHOP PRINTER	114.56	19952	03/10/2025		
03/06/2025	46222	BRADEN		6101002340.000	WATER-OFFICE FURNITURE/EQUIPMENT	PRINTER CONTRACT SHOP	15.85	//			
03/06/2025	46228	BOBCAT OF LAFAYETTE		6101002343.000	WATER-TOOLS,SHOP AND GARAGE EQUIPMENT	2024 EXMARK LAZERZX FOR WATER DEPT	15199.00	//			
03/06/2025	46221	FASTENAL COMPANY		6101002343.000	WATER-TOOLS,SHOP AND GARAGE EQUIPMENT	DRILL SETS AND SHOP SOAP	146.42	//			
SubTotal Department 002							15475.83				
SubTotal Fund Number 6101							125403.25				
**Fund Number 6104		CUSTOMER DEPOSIT									
**Department 001		GENERAL									
02/27/2025	46198	ELIZABETH WOODS		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/100029002	66.00	//			
02/27/2025	46199	ERIK CERVANTES		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/100030005	16.00	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/100029002	34.00	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/60058002	49.50	//			
02/27/2025	46197	KORBIN JOHNS		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/60059004	33.51	//			
02/27/2025	46196	CHRISTIAN HERRERA		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSITS/60058002	50.50	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/50054005	50.00	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/60059004	66.49	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/80054003	100.00	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/20014003	100.00	//			
02/27/2025	46200	DELPHI WATER		6104001445.000	CUSTOMER DEPOSIT-RECEIPTS	CUSTOMER DEPOSIT/100030005	34.00	//			

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DEPOSIT-RECEIPTS											
SubTotal Department 001							600.00				
SubTotal Fund Number 6104							600.00				
**Fund Number 6201 SEWAGE OPERATION											
**Department 001 GENERAL											
03/05/2025	46216	SEWER SINKING - 2013		6201001520.000	WASTEWATER-TRANSFERS	PER BOND ORDINANCE OF 2013-MARCH	8673.50	17949	03/05/2025		
03/07/2025	46209	PAYROLL FUND		6201001701.000	WASTEWATER-SALARIES AND WAGES	Sewage-wages	14276.01	17948	03/05/2025		
03/07/2025	46209	PAYROLL FUND		6201001704.000	WASTEWATER-EMPLOYEE PENSION/BENIFITS	Empr Liability Medicare	206.97	17948	03/05/2025		
03/07/2025	46209	PAYROLL FUND		6201001704.000	WASTEWATER-EMPLOYEE PENSION/BENIFITS	Empr Liability FICA	885.10	17948	03/05/2025		
03/11/2025	46276	MERRELL BROS INC		6201001711.000	WASTEWATER-SLUDGE REMOVAL EXPENSE	DEWATERED BIO-SOLIDS LAND APPLIED	690.41		//		
03/11/2025	46276	MERRELL BROS INC		6201001711.000	WASTEWATER-SLUDGE REMOVAL EXPENSE	LIQUID BIO-SOLIDS LAND APPLIED	32571.48		//		
03/10/2025	46246	CARROLL WHITE REMC		6201001715.000	WASTEWATER-PURCHASED POWER	ACCT#10347601	1823.66	17952	03/10/2025		
02/28/2025	46147	THE C.I. THORNBURG CO INC		6201001718.000	WASTEWATER-CHEMICALS	SODIUM ALUMINATE-PHOSPHOROUS CONTROL	10508.40		//		
03/11/2025	46274	LAWSON PRODUCTS		6201001720.000	WASTEWATER-MATERIALS AND SUPPLIES	PENETRATING OIL (3)	20.97		//		
03/10/2025	46240	VISA		6201001720.000	WASTEWATER-MATERIALS AND SUPPLIES	FILE FOLDERS AND BINDERS (STAPLES)	52.46	17951	03/10/2025		
03/11/2025	46270	DOLLAR GENERAL		6201001720.000	WASTEWATER-MATERIALS AND SUPPLIES	CLEANING SUPPLIES, TOWELS, PAPER	77.75		//		
03/04/2025	46187	CARROLL COUNTY TRUE VALUE		6201001720.000	WASTEWATER-MATERIALS AND SUPPLIES	TUBING	56.91	17947	03/04/2025		
03/11/2025	46275	ESG LABORATORIES		6201001735.000	WASTEWATER-CONTRACTUAL SERVICES-TESTING	OIL & GREASE TESTS	145.00		//		
03/11/2025	46275	ESG LABORATORIES		6201001735.000	WASTEWATER-CONTRACTUAL SERVICES-TESTING	OIL & GREASE TESTS	148.00		//		
03/11/2025	46275	ESG LABORATORIES		6201001735.000	WASTEWATER-CONTRACTUAL SERVICES-TESTING	OIL & GREASE TESTS	148.00		//		
03/11/2025	46277	WATERCO OF THE CENTRAL STATES, INC		6201001736.000	WASTEWATER-CONTRACTUAL SERVICE-OTHER	DRINK(VENDED) WATER	3.75		//		

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03/05/2025	46220	DELPHI WATER		6201001736.000	WASTEWATER-CONTRACTUA	PER RESOLUTION 2021-5 L SERVICE-OTHER METER READING AND MAINTENANCE-MARCH	1500.00	17950	03/05/2025	
03/11/2025	46277	WATERCO OF THE CENTRAL STATES, INC		6201001736.000	WASTEWATER-CONTRACTUA	SOFT WATER RENTALS (2) L SERVICE-OTHER	73.50		//	
03/11/2025	46273	KEYSTONE COOPERATIVE LLC		6201001750.000	WASTEWATER-TRANSPORTA	FUEL TION EXPENSE	48.00		//	
03/11/2025	46273	KEYSTONE COOPERATIVE LLC		6201001750.000	WASTEWATER-TRANSPORTA	FUEL TION EXPENSE	78.83		//	
03/03/2025	46164	DELPHI WATER		6201001775.000	WASTEWATER-MISC.EXPENS	FEBRUARY 2025 WATER & ES SEWAGE BILLING/30107000	296.33		//	
03/04/2025	46180	NIPSCO		6201001775.000	WASTEWATER-MISC.EXPENS	ACCT#110-400-009-0 ES	1564.87	17946	03/04/2025	
03/03/2025	46164	DELPHI WATER		6201001775.000	WASTEWATER-MISC.EXPENS	FEBRUARY 2025 WATER & ES SEWAGE BILLING/10073400/LIFT ST	19.36		//	
03/07/2025	46237	BRADEN		6201001775.000	WASTEWATER-MISC.EXPENS	CONTRACT & USAGE ES	59.61		//	
02/27/2025	46134	DELPHI POST MASTER		6201001775.000	WASTEWATER-MISC.EXPENS	FEBRUARY 2025 WATER & ES SEWAGE/BILLING 1/16/25-2/15/2025	409.25	17940	02/27/2025	
03/03/2025	46170	Q-GRAPHICS		6201001775.000	WASTEWATER-MISC.EXPENS	1/2 NIGH DEPOSIT ENVELOPES ES	29.48		//	
03/11/2025	46271	WATER ENVIRONMENT FEDERATION		6201001775.000	WASTEWATER-MISC.EXPENS	ANNUAL MEMBERSHIP ES	127.00		//	
03/12/2025	46286	AMAZON CAPITAL SERVICES INC		6201001775.000	WASTEWATER-MISC.EXPENS	MINUTE PAPER ES	19.64		//	
03/11/2025	46280	AMAZON CAPITAL SERVICES INC		6201001775.000	WASTEWATER-MISC.EXPENS	9X12 PAPER AND MINUTE ES BOOK LEDGER PAPER	74.32		//	
02/28/2025	46148	ACCU-DIG INC		6201001775.000	WASTEWATER-MISC.EXPENS	CAMERA & JETTING WORK ES (CLARIFIER #2)	1000.00		//	
03/03/2025	46172	AT&T MOBILITY		6201001775.000	WASTEWATER-MISC.EXPENS	#765-564-0039 ES	42.06	17941	03/03/2025	
SubTotal Department 001							75630.62			

**Department 002 CITY BUILDING										
02/28/2025	46146	CAPITAL ONE TRADE CREDIT		6201002371.000	WASTEWATER-PUMPING	18 VOLT TRANSFER PUMP & EQUIPMENT TROLLEY FOR I BEAM	595.00		//	
03/11/2025	46272	AMERICAN PUMP REPAIR &		6201002371.000	WASTEWATER-PUMPING	PUMP EVALUATION	200.00		//	

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		SERVICE INC			EQUIPMENT					
02/28/2025	46146	CAPITAL ONE TRADE CREDIT		6201002393.000	WASTEWATER-TOOLS/SHOP/ GARAGE EQMT	18 VOLT TRANSFER PUMP & TROLLEY FOR I BEAM	408.98	/ /		
SubTotal Department 002							1203.98			
SubTotal Fund Number 6201							76834.60			
**Fund Number 6601 SOLID WASTE										
**Department 001 GENERAL										
02/27/2025	46133	TRASH KANS LLC		6601001312.000	SOLIDWASTE-CONTRACT FOR TRASH	TRASH CONTRACT	15043.70	/ /		
SubTotal Department 001							15043.70			
SubTotal Fund Number 6601							15043.70			
**Fund Number 8802 POLICE PENSION										
**Department 001 GENERAL										
03/03/2025	46137	PAYROLL FUND		8802001112.000	POLICE PEN-IRIS HEAVILIN	PENSIONER	1327.29	1047	03/03/2025	
SubTotal Department 001							1327.29			
SubTotal Fund Number 8802							1327.29			
**Fund Number 8901 PAYROLL										
**Department 001 GENERAL										
03/03/2025	46136	PAYROLL FUND		8901001110.000	PAYROLL-NET SALARY	Net DD Entry	1327.29	46136	03/03/2025	
03/07/2025	46210	PAYROLL FUND		8901001110.000	PAYROLL-NET SALARY	Net DD Entry	50879.35	46210	03/07/2025	
03/05/2025	46215	DEPT OF US TREASURY		8901001921.000	PAYROLL-FED W/H	FEDERAL WITHHOLDINGS	6082.54	46215	03/05/2025	
03/05/2025	46215	DEPT OF US TREASURY		8901001922.000	PAYROLL-FICA W/H	FICA WITHHOLDINGS	2825.32	46215	03/05/2025	
03/05/2025	46215	DEPT OF US TREASURY		8901001923.000	PAYROLL-MEDI W/H	MEDICARE WITHHOLDINGS	1008.14	46215	03/05/2025	
03/04/2025	46202	IN DEPT OF REVENUE W/HTAX		8901001924.000	PAYROLL-STATE W/H	STATE TAX 2/1-/2/28/2025	4284.05	46202	03/04/2025	
03/04/2025	46202	IN DEPT OF REVENUE W/HTAX		8901001924.000	PAYROLL-STATE W/H	COUNTY TAX 2/1-/2/28/2025	2992.04	46202	03/04/2025	
03/05/2025	46213	INDIANA STATE CENTRAL COLLECTION UNIT		8901001932.000	PAYROLL-COURT	J WILSON/ 7327726	160.00	24927	03/05/2025	
03/05/2025	46213	INDIANA STATE CENTRAL COLLECTION UNIT		8901001932.000	PAYROLL-COURT	URICK/ 8193617	160.00	24927	03/05/2025	
03/05/2025	46211	U.S. DEPARTMENT OF TREASURY		8901001932.000	PAYROLL-COURT	WG2628846 JOHNATHON LITTLE GARNISHMENT	198.76	24925	03/05/2025	

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03/05/2025	46212	NATIONWIDE		8901001934.000	PAYROLL-DEFERRED IRA	0062491001 RICHARD VANSICKLE PAYDATE 3/7/2025	100.00	24926	03/05/2025	
03/05/2025	46215	DEPT OF US TREASURY		8901001940.000	PAYROLL-CITY SHARE FICA	CITY SHARE FICA	2825.32	46215	03/05/2025	
03/05/2025	46215	DEPT OF US TREASURY		8901001941.000	PAYROLL-CITY SHARE MEDI	CITY SHARE MEDICARE	1008.14	46215	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	CRAIG MYERS HSA #1194513	40.00	24928	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	JUSTIN WILSON HSA #1194117	200.00	24928	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	ALEX PARKINSON HSA #1194422	200.00	24928	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	AARON LYONS HSA #1194380	35.00	24928	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	CLINT MCLELAND HSA #1194455	50.00	24928	03/05/2025	
03/05/2025	46214	SECURITY FEDERAL SAVINGS BANK		8901001946.000	PAYROLL - HSA	DONALD SHOCKLEY HSA #1072669	20.00	24928	03/05/2025	
SubTotal Department 001							74395.95			
SubTotal Fund Number 8901							74395.95			
*** GRAND TOTAL ***							636300.13			



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Mike Braun, Governor
Kent Abernathy, Commissioner

February 28, 2025

Delphi
Mayor Kamron Yates
201 South Union Street
Delphi, IN 46923

RE: Community Crossing Matching Grant Fund 2025-1

Dear Mayor Kamron Yates:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2025-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$1,500,000.00 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). A Community Crossings Matching Grant award letter will be included in the Local Roads and Bridges Matching Grant Agreement as Attachment B.

The Community Crossings Matching Grand Funds, which are administered by INDOT, will be used for funding up to 75 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

A handwritten signature in black ink that reads "Mike Braun".

Mike Braun, Governor

A handwritten signature in black ink that reads "Kent Abernathy".

Kent Abernathy, INDOT Commissioner

ADVERTISEMENT FOR BIDS

**CITY OF DELPHI
DELPHI, INDIANA**

2025 MARKET STREET RECONSTRUCTION PROJECT

General Notice

The City of Delphi (Owner) is requesting Bids for the construction of the following Project:

2025 MARKET STREET RECONSTRUCTION PROJECT

Sealed Bids for the construction of the Project will be received at the Clerk-Treasurer's Office in the City Hall Building located at 201 S. Union Street, Delphi, Indiana 46924, until Monday, April 21, 2025, at 5:30 P.M. local time. At that time the Bids received will be publicly opened and read aloud.

The Project includes the following Work:

Work for which proposals are to be received is for the reconstruction on Market Street from Columbia Street to Adams Street and Adams Street from Market Street to Washington Street in the City of Delphi. The project includes replacement of concrete curbs, sidewalks, accessible ramps, driveway aprons, new and replacement storm sewers, asphalt milling, and hot-mix asphalt paving.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Butler, Fairman and Seufert, Inc.
11 South Third Street, Suite 200, Lafayette, IN 47901

Copies of the Bidding Documents may be obtained electronically from the office of the Engineer, Butler, Fairman and Seufert, Inc., by contacting 765-423-5602 or via email at mkelsey@bfsengr.com. BF&S will distribute electronic copies of the Contract Documents and place potential Bidders on a Planholders List. Addendums will only be sent to, and Bids will only be accepted by, prospective Bidders that appear on the Planholders List. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bid Security

Each bid shall be accompanied by an acceptable certified check made payable to the City of Delphi or an acceptable bid bond in the amount equal to 10% of the total bid price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana and whose name appears on the current Treasury Department Circular 570.

Bonds

A Performance Bond and Payment Bond each in the amount of 100% of the Contract price will be required from the Contractor to whom the work is awarded.

Indiana Requirements

The Standard Questionnaire Form 96 (latest version) must be fully completed, including attachment of Contractor's Financial Statement as stipulated in Section III, and signed.

Prebid Meeting

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Delphi, Board of Public Works and Safety
Kamron Yates, Mayor
Spencer Kingery, Member
Breanna Maxwell, Member
Attest: Julie Price, Clerk-Treasurer

Dated: March 17, 2025

Advertise on March 26, 2025, and April 2, 2025

ADVERTISEMENT FOR BIDS

**CITY OF DELPHI
DELPHI, INDIANA**

2025 PAVEMENT PRESERVATION PROJECT

General Notice

The City of Delphi (Owner) is requesting Bids for the construction of the following Project:

2025 PAVEMENT PRESERVATION PROJECT

Sealed Bids for the construction of the Project will be received at the Clerk-Treasurer's Office in the City Hall Building located at 201 S. Union Street, Delphi, Indiana 46924, until Monday, April 21, 2025, at 5:30 P.M. local time. At that time the Bids received will be publicly opened and read aloud.

The Project includes the following Work:

Work for which proposals are to be received is for the Microsurfacing and Crack Sealing of various streets in the City of Delphi. The project includes surface preparation, application of fiberized asphalt crack sealant, and application of microsurfacing in various combinations as further described in the Contract Documents.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Butler, Fairman and Seufert, Inc.
11 South Third Street, Suite 200, Lafayette, IN 47901

Copies of the Bidding Documents may be obtained electronically from the office of the Engineer, Butler, Fairman and Seufert, Inc., by contacting 765-423-5602 or via email at mkelsey@bfsengr.com. BF&S will distribute electronic copies of the Contract Documents and place potential Bidders on a Planholders List. Addendums will only be sent to, and Bids will only be accepted by, prospective Bidders that appear on the Planholders List. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bid Security

Each bid shall be accompanied by an acceptable certified check made payable to the City of Delphi or an acceptable bid bond in the amount equal to 10% of the total bid price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana and whose name appears on the current Treasury Department Circular 570.

Bonds

A Performance Bond and Payment Bond each in the amount of 100% of the Contract price will be required from the Contractor to whom the work is awarded.

Indiana Requirements

The Standard Questionnaire Form 96 (latest version) must be fully completed, including attachment of Contractor's Financial Statement as stipulated in Section III, and signed.

Prebid Meeting

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Delphi, Board of Public Works and Safety
Kamron Yates, Mayor
Spencer Kingery, Member
Breanna Maxwell, Member
Attest: Julie Price, Clerk-Treasurer

Dated: March 17, 2025

Advertise on March 26, 2025, and April 2, 2025

March 13, 2025

Hon. Kamron Yates
Mayor
City of Delphi, Indiana
201 S. Union St.
Delphi, IN 46923

RE: BOWEN ESTATES SUBDIVISION, SECTION 1
ACCEPTANCE OF PUBLIC INFRASTRUCTURE

Dear Mayor Yates,

MGH Delphi Development, LLC (the Developer) for the above noted subdivision is requesting formal acceptance of public infrastructure within the first phase of the overall development. Public infrastructure in this section includes, public streets, watermains, fire hydrants, storm sewers and sanitary sewers.

The Developer has provided the required 3-Year Maintenance Bond and has completed all punch-list items of corrective work. They have also recorded the Final Plat and Restrictive Covenants, as well as submitted the As-Builts and Final Acceptance Checklists. These are attached for your reference.

We recommend the City of Delphi approve acceptance of the items noted above. Please let us know if there are any questions or concerns.

BUTLER, FAIRMAN & SEUFERT, INC.
Sincerely,



David M. Buck, PE

2024003341 GMIS \$25.00
12/17/2024 12:23:43P 34 PGS
Kathryn O'Farrell
Carroll County Recorder IN
Recorded as Presented



**Declaration of
Covenants, Conditions, and Restrictions
of
Bowen Estates**

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Tax Key # _____

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BOWEN ESTATES**

THIS DECLARATION, made on the _____ day of _____, 2024, by MGH Delphi Development, LLC (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in the city of Delphi, Carroll County, Indiana, which is more particularly described in Exhibit “A” (hereafter “Real Estate”), attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision known as Bowen Estates (hereinafter “Subdivision”).

WHEREAS, Declarant desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term “Property” shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at any time subject to this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors, and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

As of the date of execution hereof, the property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot or (ii) the active occupancy of any Lot,

shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns, covenants and agrees and consents to and with Declarant, the Association, and the Owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

Declarant shall have, and hereby reserves the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration of all rights, obligations, and privileges herein, when Declarant places of record in Carroll County, Indiana an instrument so declaring the same to be part of the property, which Declaration may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges, and obligations of owners of Lots within the Property. No single exercise of Declarant's rights and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant, and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Bowen Estates, a subdivision located in the city of Delphi, Carroll County, Indiana.

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Additional Real Estate" means property adjacent to and across the street, alley, or railroad right of way from the Real Estate.

Section 2.2 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3 "Association" means the Bowen Estates Homeowners Association, Inc, a non-profit corporation, its successors, and assigns.

Section 2.4 "Board of Directors" means the Board of Directors of the Association.

Section 2.5 "By-Laws" means the By-Laws initially adopted by the Board of Directors of the Association and all amendments and additions thereto.

Section 2.6 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), and (2) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as "Common Area", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a Lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.7 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area (as hereafter defined), and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.8 "Declarant" means MGH Delphi Development, LLC and its successors and assigns.

Section 2.9 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 2.10 "Dwelling Unit" means any structure used as a single-family residential living unit located upon a Lot (as hereafter defined), including the garage and any appurtenances.

Section 2.11 "Lake Area" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.12 "Limited Lake Area" means any Lake Area on which the Lake is partially or completely surrounded and enclosed by Lots.

Section 2.13 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling that is conveyed to an Owner (as hereinafter defined) by the Declarant in accordance with the Declarations or such further restrictions as may be imposed by any applicable zoning ordinance. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.14 Intentionally omitted.

Section 2.15 "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.16 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Carroll County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Subject to the following provisions, the use and enjoyment of a Limited Lake Area shall be restricted to the Owners of Lots which abut such Limited Lake Area, shall be per the covenants, conditions and restrictions which are set forth in this Declaration, and shall pass with title to every Lot which abuts such Limited Lake Area (in the form of a right to Membership in the Association). Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in any Common Area, which is not also a Limited Lake Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to Membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to the use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations as determined by the Board of Directors;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time, including but not limited to the right to convey and transfer to the Association prior to the expiration of the Development Period such additional real and/or personal property as the Declarant within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of thirty percent (30%) of the Membership of each class of Members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its Members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by thirty percent (30%) of the Membership of each class of Members of the Association; and

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

(i) To ensure that the Common Areas, the easements, and the affairs of the Association are properly maintained, professional managerial services are hereby required. Said professional managerial services may include administrative, managerial, bookkeeping, legal, architectural, engineering, maintenance, repair, construction, or other services. Said professional managerial services may be secured by employing a professional manager, contracting with a professional management entity, or otherwise.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family Members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 Undefined Drainage, Utility, Sewer and Other Development Easement. The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, the Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property or sooner if so requested by the Declarant.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer, and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair, or remove any necessary facilities. This easement shall be in addition to any

easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage, or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on the Plat as "Common Area", any other Common Area within the Property used as a water retention or detention area, or on which a lake now exists or is later constructed, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive, or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility, and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license, or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Carroll County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Notwithstanding any of the foregoing, (a) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written approval of the City. Property owners must maintain these swales as sodded grass ways or other non-eroding surfaces. Water from roofs, parking areas, or other impervious surfaces must be contained on the property long enough so said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts are installed in accordance with this UDO; (b) A property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice by certified mail to repair said damage, after which time, if no action is taken, the jurisdiction will cause said repairs to be accomplished, and the costs for such repairs will be billed to the affected property owners for immediate payment; (c) No sanitary structures, drainage structures, or water line appurtenances shall be located within driveway limits or sidewalks; and (d) No sump pump drains, or other drains shall outlet onto the street.

Section 3.5 Easements for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency, by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any recorded plat of Bowen Estates Subdivision as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Bowen Estates Homeowners Association, Inc. for the common enjoyment of all residents in the Subdivision.

Section 3.7 Defined Drainage, Utility, Non-Access, Sewer, and Conservation Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities and public utilities and private for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this Subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, including fences, shall be built, erected or maintained on said easements. It shall be the responsibility of the Association, and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement

and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted, or accelerated.

Section 3.8 Defined Sign Easements, Mounding, Landscaping, and Screening. If there are strips of ground shown on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, then such strips of ground are reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by the Declarant during the Development Period and, thereafter, by the Association. No fences shall be erected or maintained in the area of such easements. Furthermore, notwithstanding anything in this Declaration to the contrary, at any time during the Development Period no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.10 Erosion Control Plan. The Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327IAC 15 Storm Water Run-Off Associated with Construction Activity, a copy of which is on file with the Declarant. The Lot owner agrees to take all erosion control measures contained therein as the plan applies to "land disturbing activity" undertaken by Lot owner or Lot owner's subcontractors and agrees to comply with the terms of the Declarant's general permit under Rule 5 as well as all other

applicable state, county or local erosion control authorities. All erosion control measures shall be performed by personnel trained in erosion control practices and shall meet the design criteria, standards and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources, as amended from time to time (hereinafter referred to as the "Handbook").

It shall be the responsibility of each owner of each Lot in the Subdivision to comply with all regulations regarding land disturbing activities and soil erosion control during the construction of the residence upon the Lot. The Lot owner shall further be responsible for controlling the activities of his contractors by requiring such items as silt fence, temporary gravel construction entrance, temporary seeding, inlet protection and other erosion control measures as may be necessary.

By assuming ownership of the Lot, the Lot Owner thereby releases the Declarant, the Association, and the Declarant's Engineer from all responsibility for land disturbing activities upon the Lot. The Lot owner shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Lot owner, Lot owner's employees, agents, contractors or subcontractors.

ARTICLE IV

Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain Member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be Member(s) unless they also qualify as Class A or Class B Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association ("Member"). Apart from the Initial Member(s), a Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting Membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier: (a) when the title to all Lots of the Subdivision have been conveyed to Class A Membership in the Corporation; (b) upon the affirmative vote of the Class B Membership; or (c) December 31, 2040.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association. The initial Board of Directors shall be appointed by the Declarant, shall be name in the Articles of Incorporation of the Association, and shall manage the affairs of the Association until the Declarant transfers control of the Association to the Owners as required herein.

Section 4.4 Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the determination of Common Expenses, the collection of annual and special Assessments, and the granting of approvals whenever and to the extent called for by the Declaration for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners seeking enforcement of the Covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance, liability insurance and such other insurance as it deems necessary or advisable. The Association through its Board of Directors may contract for management services and such other services as the Association deems necessary or advisable.

Section 4.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of not less than ninety (90) days.

ARTICLE V

Covenants for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant, and agree to pay to the Association;

(a) Regular Yearly Assessments (for maintenance, repairs, and ordinary operating expenses, including Common Expenses); and

(b) Special Assessments for capital improvements, operating deficits, maintenance of the storm drainage system, and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established by the Association, shall commence upon such dates, and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at ten percent (10%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents of the Property, for the improvement, maintenance and repair of the Common Area and easements, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be an amount not to exceed \$450.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 15% above the maximum Regular Yearly Assessment for the previous year, without a vote of the Membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 15% above the maximum Regular Yearly Assessment for the previous year, with the approval of fifty percent (50%) of those Members of each class of Members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the Membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of thirty percent (30%) of those Members, of all classes of Members combined, who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Notice and Quorum for Any Action Authorized Under this Article. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of all classes of Members combined shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting except during the Development Period where the required quorum for any subsequent meeting shall be fifteen percent (15%) of all the votes of the Class B Members. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant shall not pay the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 5.7 Date of Commencement of Yearly Assessment; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, there shall be a late fee charge of five percent (5%) of each assessment in addition to any assessment

due and owing. The entire unpaid assessment and late fee (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall be delinquent three (3) days thereafter and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns (a written Notice of Lien against the Owner's Lot filed in the office of the Recorder of Carroll County, Indiana, shall perfect the lien of the Association). The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area owned by the Association or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

Section 5.10 Covenants for Maintenance.

- (a) Every Owner of any Lot in the Subdivision, by virtue of such ownership, is deemed to covenant and agree to pay to the Association any Special Assessments made by the Association for maintenance of the storm drainage system and other necessary special maintenance or repair in the Subdivision. Such assessments shall be made by a majority of the Members' votes cast in accordance with the Membership classifications of this Article. If any Owner shall fail to pay any assessment when due, the Association may, in its discretion, file a Notice of Lien against said Owner's Lot in the Office of the Recorder of Carroll County, Indiana, which Notice of Lien shall perfect the lien of the Association and shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law and shall include attorneys' fees, title expenses, interest, and costs of collection. Said lien, however, shall be subordinate to any mortgages on the Lot.

- (b) This assessment levied by the Association shall be used exclusively for maintaining the storm water structures, storm water detention ponds, and drainage system, which shall be the obligation of the Association to maintain. In the event the Association fails to exercise its obligation for maintenance of the storm water structures, storm water detention ponds, and drainage system of the Subdivision, the Carroll County Drainage Board may perform such maintenance and take all other actions necessary for the proper maintenance of such storm water facilities. The cost of any such maintenance performed by the Carroll County Drainage Board shall be paid by the Association. In the event the Association fails to pay such costs, the Carroll County Drainage Board shall have the right to assess each Lot in the Subdivision a proportionate amount for the costs of such maintenance and, if necessary, to file a Notice of Lien against such Lots in the Office of the Recorder of Carroll County, Indiana. Such Notice of Lien shall perfect the lien of the Carroll County Drainage Board for the proportionate share of costs of maintaining the storm water facilities and said lien shall have the same force and effect, and be enforced in the same manner, as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest, and costs of collection.
- (c) The Association shall have the right and obligation by thirty percent (30%) vote as per this Article to determine the amount of any assessments against the Owners of Lots in the Subdivision, to determine the due dates for payment of such assessments, and to determine the manner of retaining, expending, and handling such assessment funds.
- (d) In the event the storm water drainage system servicing the Subdivision or servicing any immediately adjacent subdivision shall become or be proposed to become a legal drain, each Owner of a Lot in the Subdivision shall, by virtue of ownership, be deemed to agree and consent to the storm drainage system becoming a legal drain and to all legal requirements and assessments imposed by the Carroll County Drainage Board and applicable drainage ordinances.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other Members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, or by the Declarant during the Development Period, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately

designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein. Subject to any necessary approvals of the appropriate governmental authority, a Lot may contain portions of real estate greater or less than its originally platted dimensions should the Declarant during the Development Period deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 6.2 Architectural Control. No building, improvement, construction, excavation, landscaping, tree removal, lot clearance or outbuilding, in-ground swimming pool, spa, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, change, or alteration or repair due to casualty or otherwise therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant until the end of the Development Period unless sooner authorized by the Declarant and thereafter by the Board of Directors of the Association and all local building permits have been obtained. After the Development Period, or before as herein above stated, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, approval will not be required, and this Section will be deemed to be fully complied with. All approvals shall require the submission, to the Declarant or as otherwise stated above, of plans and specifications in duplicate, showing the following:

- (a) Existing and proposed land contours and grades;
- (b) The Dwelling Unit, and other improvements, access drives and other improved areas, and the locations thereof on the site;
- (c) All landscaping, including existing and proposed tree locations and planting area (and species thereof), mailboxes and exterior ornamentation;
- (d) Plans for all floors, cross sections, and elevations, including projections and wing walls;
- (e) Exterior lighting plans including night security lights and wiring thereto;
- (f) Walls, fencing and screening;
- (g) Patios, decks, in-ground pools, and porches; and
- (h) Cluster mailboxes will be initially furnished by and maintained by the Declarant.

- (i) No structure of any kind may be constructed within any platted easement.

Neither the Declarant, the Board of Directors, the Architectural Committee, nor any Member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans for any drainage problems resulting therefrom. Every person and entity who submits plans agrees, by submission of such plans, that he or it will not bring any action or suit against the Declarant or others to recover any damages or to require the Declarant or others to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Declarant or others for review, nor the approval thereof, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Section 6.3 Leasing. Any Lot may be leased by its Owner, however shared or short-term rentals of a term less than one (1) month, or any other rental such as those offered by Airbnb, VRBO, or similar companies is strictly prohibited.

Section 6.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. No dog runs will be permitted in the Subdivision.

Section 6.5 Outside Storage. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. No outside clothesline shall be erected, placed, or allowed to remain on any Lot. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Unless specifically approved by the Architectural Committee in writing, no materials, supplies, or equipment shall be stored on a Lot except inside a closed Dwelling Unit or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 6.6 Storage Sheds. All accessory buildings shall be placed on a permanent foundation, shall be constructed of new materials, shall be architecturally compatible with the single-family Dwelling Unit, shall be constructed with the same or equivalent materials as the single-family Dwelling Unit and shall be subject to the approval of the Declarant or the Association. Accessory buildings shall not exceed ten (10) feet in width, ten (10) feet in height, and twelve (12) feet in length. Only one accessory building shall be permitted per Lot. No accessory building shall be permitted on any lot which borders any Lake Area.

Section 6.7 Setback Lines. Front Building lines are hereby established as shown on the foregoing Plat. Between such Front Building lines and the right-of-way lines there shall be erected, place or altered no structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.8 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances and as shown on the final recorded plat or any amendment thereto.

Section 6.9 Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn, trailer, boat trailer, truck, commercial vehicle, recreational vehicle, camper shell, camper or camping trailer or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently or at any time be used for such purpose.

Section 6.10 Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed by these covenants, conditions, and restrictions.

Section 6.11 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of the Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition, subject to the approval of the Architectural Committee, within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 6.12 Home Service. No Lot shall be used for any purpose other than a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated

babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home service.

Section 6.13 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.14 Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of platted Lots of the Plat with one single family residence for each Lot.

Section 6.15 Residential Use. Lots shall be used only for residential purposes and only as single-family dwellings, and other such outbuildings as are usual and incidental to the use of a residential Lot may be constructed thereon. All Lots in this subdivision shall be designated as residential Lots, single-family Lots, and no home shall exceed two (2) stories. Each single-family Dwelling Unit shall have a two or three car attached garage. Notwithstanding the foregoing, no secondary suite, mother-in-law suite, accessory dwelling unit, or additional dwelling ("ADU") shall be permitted to be placed or constructed on any Lot, nor shall any outbuilding be fitted with kitchen and bathroom facilities or be permitted to be used as a residence.

Section 6.16 Size. All plans and specifications for a Dwelling Unit, including any other structure, must be approved by the Declarant during the Development Period and thereafter by the Architectural Committee. A ranch-style Dwelling Unit shall have a minimum of 1500 square feet of living space. A two-story style Dwelling Unit shall have a minimum of 1800 square feet of living space. Each Dwelling Unit shall have an 6/12 front elevation roof pitch and a minimum overhang of twelve (12) inches.

Section 6.17 Unsightly Growth. In order to maintain the standards of the Property, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys' fees and costs of collection.

Section 6.18 Requirements to Mow Grass in Public Rights-of-Way. All Owners shall be required to mow the grass in public rights-of-way including areas between the sidewalk and the curb for their respective Lots.

Section 6.19 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances

of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.20 Semi-tractor trucks, trailers, etc. No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers or camper trailers, recreational vehicles, camper shell, all-terrain vehicles, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the street. In addition, these vehicles are not permitted to be stored on a Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's, or Association's business on the Property.

Section 6.21 Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration and through the easement as shown on the Plat. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes, Lake Areas, and Limited Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes, Lake Areas, and Limited Lake Areas is made in order to address Lakes, Lake Areas, and Limited Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake, Lake Area or Limited Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake, Lake Area, or Limited Lake Area upon the Property. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.22 Rules and Regulations. The Declarant during the Development Period and thereafter the Board of Directors of the Association from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association including without limitation the architectural, exterior and site improvement standards attached hereto as Schedule 6.22 and incorporated herein by this reference. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records, and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers, and guarantors of first mortgages, which are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.23 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonable required, or convenient or incidental to, the development of the Property and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.25 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, wall or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Declarant and thereafter by the Board of Directors. Above ground swimming pools are prohibited on the Property.

Section 6.26 Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair, or maintenance of such service.

No Owner of any Lot shall grant to any person, firm or corporation or build or erect any utility or give the right or license or privilege to erect or build any utility to any person, firm or corporation desiring to serve by said utilities any land not in the Subdivision except with the permission of the Declarant and thereafter of the Board of Directors..

Section 6.27 Maintenance of Lots and Dwelling Units No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair, and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Committee to carry out the intent of this provision and they further agree to reimburse the Association for any

expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments, and such amount shall become a lien upon the Lot as provided in Article V.

Section 6.28 Signs No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 6.29 Building Materials All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used as an exterior surface on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All Dwelling Units in this Development shall adhere to the architectural requirements as determined by the Declarant and thereafter by the Board of Directors of the Association. All lots shall have a thirty percent (30%) masonry requirement on the front elevation of the Dwelling Unit. All corner lots shall have thirty percent (30%) masonry requirement on all front elevations that face the streets and wainscot on its sides.

Section 6.30 Driveways and Off-Street Parking Spaces.

- a) There shall be a minimum of two (2) off-street parking spaces on each driveway. All driveways shall be constructed of concrete.
- b) A driveway shall not exceed in width the side boundaries of the garage it serves.
- c) A driveway must be a minimum width of no less than the interior width of the garage door or doors it serves.
- d) Side entry garages are permitted, provided that the entry side of the garage meets the width requirements immediately preceding.
- e) Any other driveway design requires the approval of both the Declarant or the Association and Governmental Authorities and must be submitted with the site plan.
- f) No additional parking shall be permitted on a Lot other than the existing driveway.
- g) Builders shall install driveways and sidewalks during original construction of the Dwelling Units.

Section 6.31 Radio, Television Antennas, Disks and Solar Panels No radio or television antenna shall be attached to any Dwelling Unit in the front yard. No free-standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit except a dish or disk used for television reception which is less than 36" in diameter may be placed on rear yard side of a Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 6.32 Permits and Certificates Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Delphi, Indiana an Improvement Location Permit and a Certificate of Occupancy as required by Carroll County and/or the City of Delphi, Indiana.

Section 6.33 Pools and Hot Tubs No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and is 18 inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Declarant and thereafter of the Board of Directors.

Section 6.34 Fencing Only black metal fencing shall be permitted in the Subdivision. No other fencing material or styles shall be permitted. No fence shall exceed six (6) feet in height, except only fencing four (4) feet in height shall be permitted on Lots bordering a Lake Area. All fencing shall be approved by the Declarant until the end of the Development Period unless sooner authorized by the Declarant and thereafter by the Board of Directors of the Association or the Architectural Committee if so appointed. Fencing shall also meet all requirements of the city of Delphi, Indiana.

Section 6.35 Intentionally Omitted.

Section 6.36 Time for Building Completion and Restoration The exterior of every Dwelling Unit, garage, or other structure permitted to be constructed or to remain on any Lot shall be completed within nine (9) months from the start of construction, including the application of at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures shall be completed within one (1) year. All structures must be completed and the site graded, sodded, or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. The front yard of any lot shall be sodded with a functioning irrigation system installed. Reasonable landscaping shall include a minimum of two (2) trees in the front yard and nine (9) bushes. The types of trees and planting shall be part of the building plan and specifications as approved pursuant to *Section 6.2 Architectural Control* of this Declaration. In the event construction of the Dwelling Unit and the appurtenances thereto have not been completed within such one (1) year period then such Class A Owner shall, in addition to all other assessments and penalties provided for in this Declaration, at the option of the Declarant and/or the Association either pay monthly maintenance fees of \$500.00 or install all improvements on the Lot required by the Declarant and/or the Association, including without limitation sidewalks. Commencing upon a Class A Owner's purchase of a Lot, such Class A Owner shall be responsible for all Regular Yearly Assessments and/or Special Assessments pursuant to Article V or any other assessments provided for by this Declaration No improvement which has partially

or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 6.37 Right of Entry The Declarant and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Declarant, the Architectural Committee and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Declarant, the Architectural Committee and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 6.38 Roof Shingles All roof shingles shall be "architectural cut" roof shingles, and the color of the shingles shall be weatherwood unless otherwise approved by the Declarant or the Architectural Committee.

Section 6.39 Exterior Building Surfaces All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 6.40 Zoning and Subdivision All requests for special exceptions and variances in this Subdivision shall be first approved by the Declarant and thereafter of the Board of Directors before making application with the City of Delphi BZA.

Section 6.41 Additional Standards Notwithstanding any other provision of these restrictive covenants, the Declarant, the Board of Directors and/or the Architectural Committee shall have the right, prior to the approval of the plans for the structure to be erected on any Lot herein as provided by these covenants, to make and fix set-back lines more stringent than those shown upon the Plat.

Section 6.42 Lake No pumping of water from the Lake(s) in this Subdivision shall be permitted.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners.

Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot including driveways and abutting sidewalks. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires,

conduits, or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained, and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Laws by the Association.

- (a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:
- (i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, mowing, and replacing when necessary of the grass and trees and maintenance of any other improvement within the Common Area.
 - (ii) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.
 - (iii) Maintenance of the Lake (which shall include stocking of fish) as well as the landscaping, drainage, utility easement, walkways and trails installed by Declarant;
 - (iv) The adoption of such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association or any items deemed Common Area for purposes of maintenance only as it deems necessary.
- (b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.
- (c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Endorsement. The Association shall obtain an endorsement from their general liability policy for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association's endorsement shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own bond or policy, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond or policy. The bond or policy shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond or policy is in force. In addition, the coverage must at least equal one (1) year's assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the bond or policy must include a provision that calls for ten (10) days written notice to the Association or insurance trustee before the bond or policy can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall be from time to time deem necessary, advisable, or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction, and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction,

or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the “right of first refusal” to purchase any Dwelling Unit. Any right of “right of first refusal” subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws, or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any “right of first refusal” subsequently added in the Declaration, Association Articles, Association By-Laws, or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

- a. Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;
- b. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- c. Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit’s unpaid dues or charges accrued before the acquisition of the title to the Unit by the mortgagee.

ARTICLE X *General Provisions*

Section 10.1 Right of Enforcement. Enforcement of these covenants, conditions, and restrictions are the responsibility of the Declarant, the Association, and/or any Owner. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys’ fees and the costs and expenses incurred as a result thereof. The City of Delphi is not a party to, nor responsible for, enforcement of these covenants, conditions, and restrictions.

Section 10.2 Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Carroll County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners, and thereafter by an instrument signed by at least sixty percent (60%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within the Development Period. Any amendment must be recorded.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4 No Vehicular Access. There shall be no vehicular access for certain lots pursuant to the recorded Plat, which no vehicular access shall be enforceable by the Carroll County Area Plan Commission and irrevocable by the Association and/or Lot Owner.

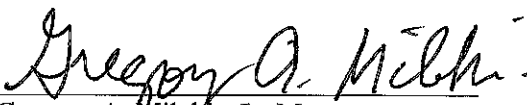
Section 10.5 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 10.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements, or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as their attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, M & C Development, LLC, by Gregory A. Milakis, its sole member, has caused this Declaration to be executed as of the date first written above.

MGH DELPHI DEVELOPMENT, LLC

By:


Gregory A. Milakis, Its Manager

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

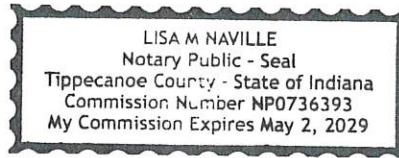
Before me, a Notary Public in and for said County and State, on the 9 day of Dec, 2024, personally appeared Gregory A. Milakis, its Manager, who acknowledged the execution of the above and foregoing instrument.

I have, in witness thereof, subscribed my name and affixed my official seal.



NOTARY PUBLIC
Resident of Tippecanoe County
My Commission Expires: 5-2-29
Commission No. NP0736393

Seal:



This document prepared by: Ryan C. Munden of the firm REILING TEDER & SCHRIER; 250 Main Street, Suite 601; PO Box 280; Lafayette, IN 47902-0280; Telephone: (765) 423-5333; Facsimile: (765) 423-4564; E-mail: rcm@rtslawfirm.com

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan C. Munden

Bowen Estates Section 1 Legal Description

PART OF THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 29, TOWNSHIP 25, NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, DEER CREEK TOWNSHIP, CARROLL COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER THENCE SOUTH 89 DEGREES 55 MINUTES 05 SECONDS WEST A DISTANCE OF 1311.31 FEET TO A CONCRETE FENCE POST AT THE SOUTHWEST CORNER OF QUICK ACRES PHASE I, THE POINT OF BEGINNING OF THIS DESCRIPTION TO A 5/8-INCH REBAR WITH SCHNEIDER CAP STAMPED "FIRM 0001" (HEREINAFTER REFERRED TO AS "REBAR") THENCE SOUTH 18 DEGREES 23 MINUTES 28 SECONDS WEST (BASIS OF BEARING IS INDIANA STATE PLANE COORDINATE SYSTEM - WEST ZONE), A DISTANCE OF 196.84 FEET TO A "REBAR"; THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 437.81 FEET TO A REBAR; THENCE NORTH 45 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 178.90 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 5.88 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 242.90 FEET; THENCE NORTH 35 DEGREES 03 MINUTES 01 SECONDS WEST A DISTANCE OF 357.51 FEET TO A REBAR; THENCE SOUTH 88 DEGREES 21 MINUTES 43 SECONDS WEST A DISTANCE OF 3.18 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 41 SECONDS WEST A DISTANCE OF 172.35 FEET TO A REBAR; THENCE SOUTH 88 DEGREES 23 MINUTES 44 SECONDS WEST A DISTANCE OF 112.00 FEET TO A REBAR; THENCE NORTH 82 DEGREES 58 MINUTES 16 SECONDS WEST A DISTANCE OF 4.50 FEET TO A REBAR AT THE SOUTHERNMOST POINT OF A TRACT OF LAND DESCRIBED TO FAUSSET RECORDED AS INSTRUMENT NUMBER 20030000694 IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERN LINE OF SAID FAUSSET, NORTH 20 DEGREES 46 MINUTES 14 SECONDS WEST A DISTANCE OF 173.00 FEET TO A REBAR; THENCE NORTH 48 DEGREES 20 MINUTES 40 SECONDS EAST A DISTANCE OF 15.00 FEET TO A REBAR; THENCE ALONG THE SOUTH LINE OF A TRACT OF LAND DESCRIBED TO HAYDEN, RECORDED AS INSTRUMENT NUMBER 2016003065 IN SAID RECORDER'S OFFICE, NORTH 61 DEGREES 43 MINUTES 41 SECONDS EAST A DISTANCE OF 132.33 FEET TO THE SOUTHEAST CORNER OF SAID HAYDEN PROPERTY ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO BRADSHAW RECORDED AS INSTRUMENT NUMBER 2013002345 IN SAID RECORDER'S OFFICE; THENCE NORTH 69 DEGREES 07 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF BRADSHAW, A DISTANCE OF 117.61 FEET TO A REBAR; THENCE ALONG THE EAST LINE OF SAID BRADSHAW, NORTH 22 DEGREES 21 MINUTES 23 SECONDS WEST A DISTANCE OF 145.80 FEET; THENCE NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE WEST LINE OF PROPERTY DESCRIBED TO COMPREHENSIVE DEVELOPMENT CENTER RECORDED AS INSTRUMENT NUMBER 1956002112 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE SOUTH 22 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 144.30 FEET TO A REBAR; THENCE ALONG THE SOUTH LINE OF SAID COMPREHENSIVE DEVELOPMENT PROPERTY, NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 130.00 FEET TO A REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF BOWEN ACRES, PHASE I RECORDED AS SLIDE C, PAGE 128 IN SAID RECORDER'S OFFICE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID BOWEN ACRES:

1) NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 219.99 FEET TO A REBAR; THENCE 2) SOUTH 80 DEGREES 06 MINUTES 36 SECONDS EAST A DISTANCE OF 87.77 FEET TO A REBAR; THENCE 3) SOUTH 70 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 265.64 FEET TO A REBAR; THENCE 4) NORTH 19 DEGREES 04 MINUTES 42 SECONDS EAST A DISTANCE OF 150.06 FEET TO A REBAR AT THE SOUTHERN RIGHT OF WAY OF RILEY ROAD; THENCE ALONG SAID RIGHT OF WAY, SOUTH 70 DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 174.97 FEET TO A REBAR; THENCE NORTH 49 DEGREES 55 MINUTES 05 SECONDS EAST A DISTANCE OF 9.55 FEET TO A REBAR; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST A DISTANCE OF 430.84 FEET TO THE POINT OF BEGINNING.

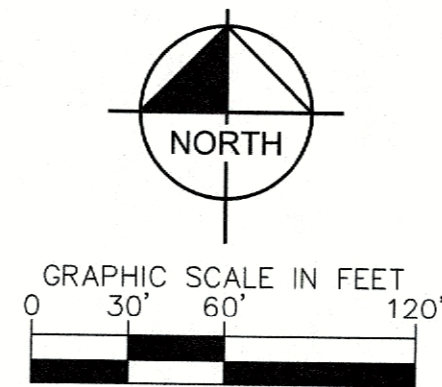
CONTAINING 17.44 ACRES, MORE OR LESS.

SECONDARY PLAT FOR: BOWEN ESTATES SECTION 1

RILEY RD AND PRINCE WILLIAM RD
DELPHI, INDIANA 46923

NOTES

- MONUMENTS SHALL BE SET ON ALL LOT CORNERS IN ACCORDANCE WITH 865 IAC.
- DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED DRAINAGE EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED, OR OTHERWISE CHANGED WITHOUT THE WRITTEN APPROVAL OF THE CITY COUNCIL. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SOODED GRASSWAYS OR OTHER NON-ERODING SURFACES. WATER FROM ROOFS, PARKING AREAS, OR OTHER IMPERVIOUS SURFACES MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATELY SIZED CULVERTS ARE INSTALLED IN ACCORDANCE WITH CITY OF DELPHI UO.
- A PROPERTY OWNER ALTERING, CHANGING, OR DAMAGING THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN TEN (10) DAYS' NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE JURISDICTION WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED, AND THE COSTS FOR SUCH REPAIRS WILL BE BILLED TO THE AFFECTED PROPERTY OWNERS FOR IMMEDIATE PAYMENT.
- NO SANITARY STRUCTURES, DRAINAGE STRUCTURES, OR WATER LINE APPURTENANCES SHALL BE LOCATED WITHIN DRIVEWAY LIMITS OR SIDEWALKS.
- NO SUMP PUMP DRAINS, OR OTHER DRAINS SHALL OUTLET ONTO THE STREET OR PUBLIC SIDEWALK.
- AN INDIVIDUAL EROSION CONTROL PLAN IS REQUIRED FOR EACH LOT IN THIS SUBDIVISION PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT OR I.P. APPROVAL BY THE APPROPRIATE AGENCY.
- NO BUILDINGS, STRUCTURES, FENCES, SHRUBS, OR TREES SHALL BE PLACED IN THE PUBLIC RIGHT-OF-WAY WITHOUT PRIOR WRITTEN REVIEW AND APPROVAL BY THE APPROPRIATE AGENCY.
- THE BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON AN ALTA/ACSM LAND TITLE SURVEY BY THE SCHNEIDER CORPORATION LAST REVISED 10/28/2022, PROJECT JOB NUMBER 14574.



SURVEYOR'S CERTIFICATE:

THIS SUBDIVISION CONSISTS OF 45 PARCELS, LOTS NUMBERED 1-29 AND 34-46 AND 3 COMMON AREAS, TOGETHER WITH EASEMENTS AS SHOWN HEREON.

THE SIZE OF THE LOT AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF BOWEN ESTATES. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE THIS 5th DAY OF DECEMBER, 2024.

PREPARED BY:

Andrew D. Baxter, Jr.
Andrew D. Baxter, Jr., PS
REGISTERED LAND SURVEYOR #LS2040029
DBAXTER@SCHNEIDERGEOMATICS.COM



REDACTION STATEMENT:

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. ANDREW D. BAXTER, JR.

PLAT MONUMENTATION

AN AFFIDAVIT, CROSS-REFERENCED TO THIS RECORDED PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED. PER STANDARDS SET FORTH IN TITLE 865 IAC 1-12-18, SUBSECTION (b)(1)(2), THE INSTALLATION OF BELOW MENTIONED MONUMENTS MAY BE DELAYED FOR UP TO TWO YEARS FROM RECORDATION OF PLAT.

● DENOTES A "P303" REBAR WITH CAP STAMPED "SCHNEIDER - FIRM #0001" SHALL BE SET AT ALL LOT OR PARCEL CORNERS AS DENOTED HEREON.

○ DENOTES A STREET CENTERLINE MONUMENT, EITHER AN ALUMINUM MONUMENT STAMPED "SCHNEIDER FIRM 0001, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER)

○ DENOTES A STREET CENTERLINE MONUMENT, EITHER AN ALUMINUM MONUMENT STAMPED "SCHNEIDER FIRM 0001, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER)

DEDICATION CERTIFICATE

WE, MGH DELPHI DEVELOPMENT, LLC, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE TO THE HEREIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS BOWEN ESTATES SECTION 1 AND SUBDIVISION NO. 1 IN THE CITY OF DELPHI, X TOWNSHIP, CARROLL COUNTY, STATE OF INDIANA. ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT, SIDE AND REAR YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET OR THE DIE OR REAR LINES OF THE LOT THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

EASEMENTS - EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT. WITHIN THESE EASEMENTS, NO STRUCTURE, FENCE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR BE PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS OR WHICH MAY OBSTRUCT OR RETARD FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

IF HOA IS DISSOLVED, COMMON AREA MAINTENANCE WILL NOT BE THE RESPONSIBILITY OF THE CITY AND THAT COST WILL BE DISTRIBUTED AMONG THE LOT OWNERS WITHIN THE SUBDIVISION.

POINT OF COMMENCEMENT

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE 1/4 SECTION 29-125N-R2W
NO MONUMENT FOUND

POINT OF BEGINNING
S89°55'05"W 1311.31'

RESTRICTIVE COVENANTS

THESE LOTS ARE SUBJECT TO CERTAIN RESTRICTIVE COVENANTS AS RECORDED IN RECORD NO. _____ IN THE OFFICE OF THE RECORDER FOR CARROLL COUNTY, INDIANA, AND ALL SUBSEQUENT AMENDMENTS THERETO.

THE FOREGOING COVENANTS OR RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL, AT WHICH TIME SAID COVENANTS OR RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS, BY VOTE OF SEVENTY-FIVE PERCENT (75%) OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, IT IS AGREED TO CHANGE SUCH COVENANTS OR RESTRICTIONS IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS OR RESTRICTIONS BY JUDICIAL OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL BY DUE PROCESS OF LAW OF ANY STRUCTURE OR PART THEREOF ERRECTED OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS MY HAND AND SEAL THIS 5th DAY OF December, 2024

Gregory A. Melchior
NAME: Gregory A. Melchior
TITLE: Notary Public

STATE OF INDIANA)
COUNTY OF CARROLL) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **GREG MICHOR**, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 5th DAY OF December, 2024

RESIDING IN Pulaski COUNTY.

MY COMMISSION EXPIRES: February 6, 2025

SIGNATURE: *Katelyn Berrum*
PRINTED: Katelyn Berrum

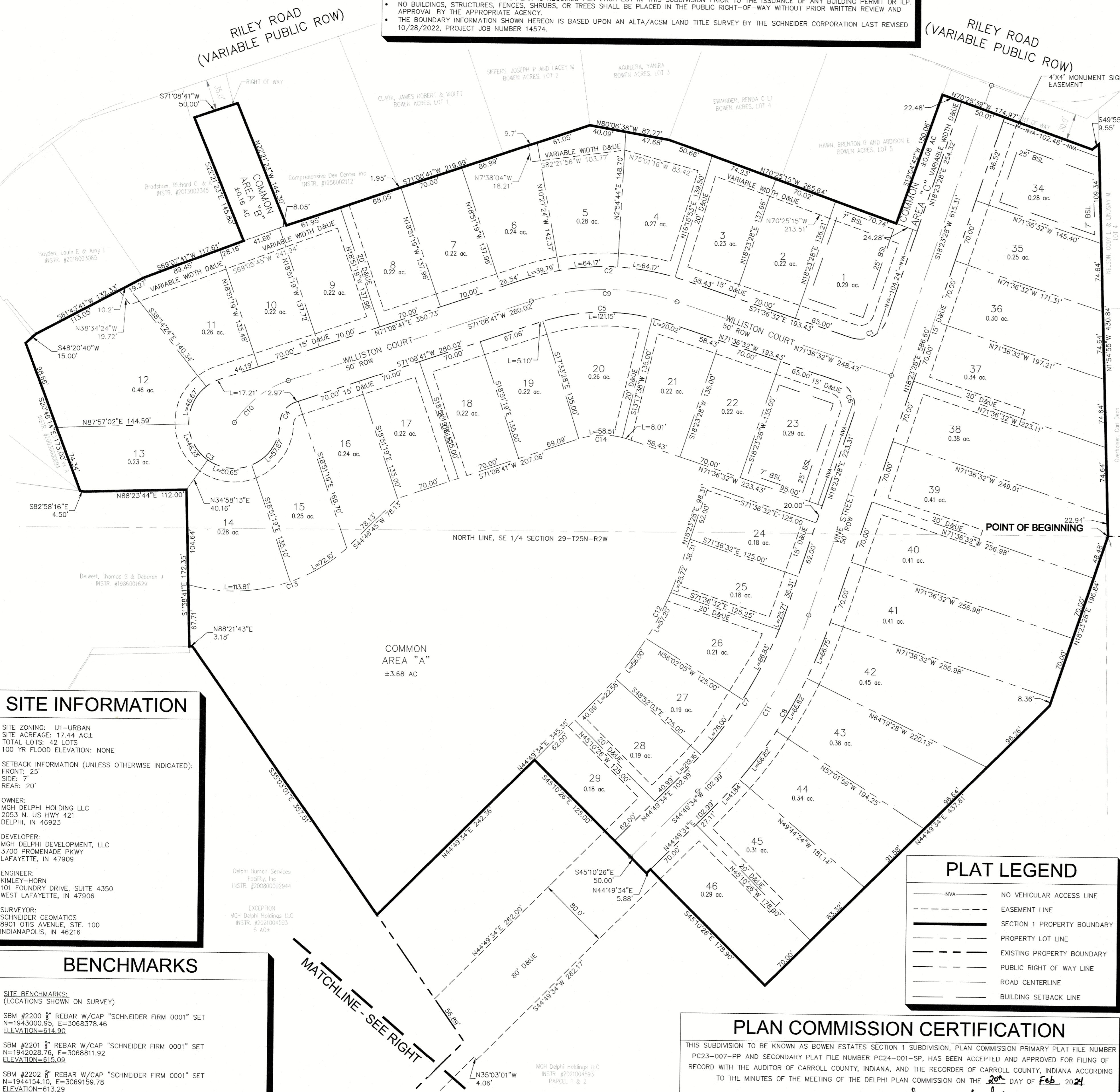
NOTARY PUBLIC Seal
Katelyn Berrum
Pulaski County - State of Indiana
Commission Number NP075193
My Commission Expires Feb 6, 2025

LEGAL DESCRIPTION

PART OF THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 29, TOWNSHIP 25, NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, DEER CREEK TOWNSHIP, CARROLL COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER THENCE SOUTH 89 DEGREES 55 MINUTES 05 SECONDS WEST A DISTANCE OF 1311.31 FEET TO A CONCRETE FENCE POST AT THE SOUTHWEST CORNER OF A QUICK ACRES PHASE I, THE POINT OF BEGINNING OF THIS DESCRIPTION TO A 5/8-INCH REBAR WITH SCHNEIDER CAP STAMPED "FIRM 0001" (HEREINAFTER REFERRED TO AS "REBAR") THENCE SOUTH 18 DEGREES 23 MINUTES 28 SECONDS WEST (BASIS OF BEARING IS INDIANA STATE PLANE COORDINATE SYSTEM - WEST ZONE), A DISTANCE OF 196.84 FEET TO A "REBAR" THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 437.81 FEET TO A REBAR; THENCE NORTH 45 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 178.90 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 5.88 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 242.90 FEET; THENCE NORTH 35 DEGREES 03 MINUTES 01 SECONDS WEST A DISTANCE OF 357.51 FEET TO A REBAR; THENCE SOUTH 88 DEGREES 21 MINUTES 43 SECONDS WEST A DISTANCE OF 3.18 FEET; THENCE NORTH 01 DEGREE 38 MINUTES 41 SECONDS WEST A DISTANCE OF 172.35 FEET TO A REBAR; THENCE SOUTH 88 DEGREES 23 MINUTES 44 SECONDS WEST A DISTANCE OF 112.00 FEET TO A REBAR; THENCE NORTH 82 DEGREES 58 MINUTES 16 SECONDS WEST A DISTANCE OF 4.50 FEET TO A REBAR AT THE SOUTHERNMOST POINT OF A TRACT OF LAND DESCRIBED TO FAUSSET RECORDED AS INSTRUMENT NUMBER 2003000694 IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERN LINE OF SAID FAUSSET, NORTH 20 DEGREES 46 MINUTES 14 SECONDS WEST A DISTANCE OF 173.00 FEET TO A REBAR; THENCE NORTH 48 DEGREES 20 MINUTES 40 SECONDS EAST A DISTANCE OF 15.00 FEET TO A REBAR; THENCE ALONG THE SOUTH LINE OF A TRACT OF LAND DESCRIBED TO HAYDEN, RECORDED AS INSTRUMENT NUMBER 2016003065 IN SAID RECORDER'S OFFICE, NORTH 61 DEGREES 43 MINUTES 41 SECONDS EAST A DISTANCE OF 132.33 FEET TO THE SOUTHEAST CORNER OF SAID HAYDEN PROPERTY ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO BRADSHAW RECORDED AS INSTRUMENT NUMBER 2013002345 IN SAID RECORDER'S OFFICE; THENCE NORTH 69 DEGREES 07 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF BRADSHAW, A DISTANCE OF 117.61 FEET TO A REBAR; THENCE ALONG THE EAST LINE OF SAID BRADSHAW, NORTH 22 DEGREES 21 MINUTES 23 SECONDS WEST A DISTANCE OF 145.80 FEET; THENCE NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE CENTER CORNER OF SAID INSTRUMENT NUMBER 1968002112 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE SOUTH 22 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 144.30 FEET TO A REBAR; THENCE ALONG THE SOUTH LINE OF SAID COMPREHENSIVE DEVELOPMENT PROPERTY, NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 130.00 FEET TO A REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF BOWEN ACRES, PHASE I RECORDED AS SLIDE C, PAGE 128 IN SAID RECORDER'S OFFICE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID BOWEN ACRES: 1) NORTH 71 DEGREES 08 MINUTES 41 SECONDS EAST A DISTANCE OF 219.99 FEET TO A REBAR; THENCE 2) SOUTH 80 DEGREES 06 MINUTES 36 SECONDS EAST A DISTANCE OF 87.77 FEET TO A REBAR; THENCE 3) SOUTH 70 DEGREES 25 MINUTES 15 SECONDS EAST A DISTANCE OF 265.64 FEET TO A REBAR; THENCE 4) NORTH 19 DEGREES 04 MINUTES 42 SECONDS EAST A DISTANCE OF 150.06 FEET TO A REBAR AT THE SOUTHERN RIGHT OF WAY OF RILEY ROAD; THENCE ALONG SAID RIGHT OF WAY, SOUTH 70 DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 174.97 FEET TO A REBAR; THENCE NORTH 49 DEGREES 55 MINUTES 05 SECONDS EAST A DISTANCE OF 9.55 FEET TO A REBAR; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST A DISTANCE OF 430.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.44 ACRES, MORE OR LESS.



SITE INFORMATION

SITE ZONING: U1-URBAN
SITE ACREAGE: 17.44 AC±
TOTAL LOTS: 42 LOTS
100 YR FLOOD ELEVATION: NONE

SETBACK INFORMATION (UNLESS OTHERWISE INDICATED):
FRONT: 25'
SIDE: 7'
REAR: 20'

OWNER:
MGH DELPHI HOLDING LLC
2053 N. US HWY 421
DELPHI, IN 46923

DEVELOPER:
MGH DELPHI DEVELOPMENT, LLC
3700 PROMENADE PKWY
LAFAYETTE, IN 47909

ENGINEER:
KIMLEY-HORN
101 FOUNDRY DRIVE, SUITE 4350
WEST LAFAYETTE, IN 47906

SURVEYOR:
SCHNEIDER GEOMATICS
8901 OTIS AVENUE, STE. 100
INDIANAPOLIS, IN 46216

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

SBM #2200 3" REBAR W/CAP "SCHNEIDER FIRM 0001" SET
N=1943000.85, E=3068378.46
ELEVATION=614.80

SBM #2201 3" REBAR W/CAP "SCHNEIDER FIRM 0001" SET
N=19442028.76, E=3068681.92
ELEVATION=615.09

SBM #2202 3" REBAR W/CAP "SCHNEIDER FIRM 0001" SET
N=1944154.10, E=3069159.78
ELEVATION=613.29

SBM #2203 3" REBAR W/CAP "SCHNEIDER FIRM 0001" SET
N=1943629.72, E=3070202.98
ELEVATION=614.57

PLAT LEGEND

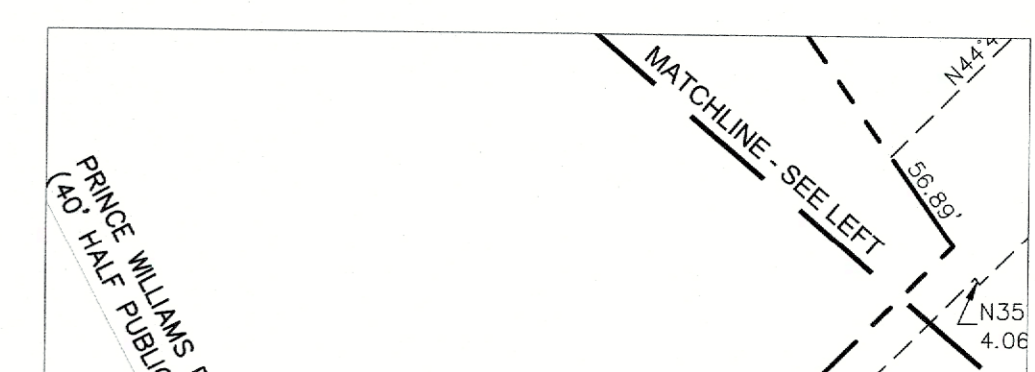
- NVA NO VEHICULAR ACCESS LINE
- EASEMENT LINE
- SECTION 1 PROPERTY BOUNDARY
- PROPERTY LOT LINE
- EXISTING PROPERTY BOUNDARY
- PUBLIC RIGHT OF WAY LINE
- ROAD CENTERLINE
- BUILDING SETBACK LINE

PLAN COMMISSION CERTIFICATION

THIS SUBDIVISION TO BE KNOWN AS BOWEN ESTATES SECTION 1 SUBDIVISION, PLAN COMMISSION PRIMARY PLAT FILE NUMBER PC23-007-PP AND SECONDARY PLAT FILE NUMBER PC24-001-SP, HAS BEEN ACCEPTED AND APPROVED FOR FILING OF RECORD WITH THE AUDITOR OF CARROLL COUNTY, INDIANA, AND THE RECORDER OF CARROLL COUNTY, INDIANA ACCORDING TO THE MINUTES OF THE MEETING OF THE DELPHI PLAN COMMISSION ON THE 20th DAY OF Feb. 2024.

PRESIDENT OF THE CITY OF DELPHI ADVISORY PLAN COMMISSION: *Dan L. Stone*

THE ADMINISTRATOR FOR THE CITY OF DELPHI PLAN COMMISSION: *Janet Yates*



PLAN INSET

SCALE: 1" = 100'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	30.00'	47.12'	N63°23'28"E	42.43'	90°00'00"	30.00'
C2	275.00'	178.77'	N89°46'05"E	175.64'	371°44"	92.67'
C3	50.00'	218.63'	N54°07'10"W	81.65'	250°31'44"	70.71'
C4	25.00'	30.77'	S35°52'50"W	28.87'	70°31'44"	17.68'
C5	225.00'	146.27'	S89°46'05"W	143.70'	371°44"	75.82'
C6	30.00'	47.12'	N26°36'32"W	42.43'	90°00'00"	30.00'
C7	475.00'	219.16'	N31°36'31"E	217.22'	26°26'06"	111.56'
C8	525.00'	242.22'	N31°36'31"E	240.08'	26°26'06"	123.31'
C9	250.00'	162.52'	S89°46'05"W	159.67'	371°44"	84.25'
C10	112.50'	76.46'	S51°40'25"W	75.00'	38°56'33"	39.77'
C11	500.00'	230.69'	S31°36'31"E	228.65'	26°26'06"	117.44'
C12	350.00'	161.48'	N31°36'31"E	160.05'	26°26'06"	82.20'
C13	475.00'	219.16'	N31°36'31"E	217.22'	26°26'06"	111.56'
C14	185.00'	185.91'	S76°27'53"W	178.19'	57°34'41"	101.66'
C14	90.00'	58.51'	S89°46'05"W	57.48'	371°44"	30.33'

SCALE: AS NOTED
DESIGNED BY: HNH
DRAWN BY: HNH
CHECKED BY: WB

Kimley-Horn
KIMLEY-HORN AND ASSOCIATES, INC.
101 FOUNDRY DRIVE, SUITE 4350
WEST LAFAYETTE, IN 47906
PHONE: 765-600-2448
WWW.KIMLEY-HORN.COM

MGH DELPHI
DEVELOPMENT LLC
3700 PROMENADE PKWY
LAFAYETTE, IN 47909

ORIGINAL ISSUE:
06/17/2024

KHA PROJECT NO.
170440000

SHEET NUMBER
FP1.0



DELPHI DEVELOPMENT GUIDE

AS-BUILT CHECKLISTS

The following pages provide minimum required elements to be shown on As-Built plan sets. The City of Delphi may require more details and information on a project-specific basis. Subdivision approvals for land use and divisions of land shall follow requirements set forth in the City of Delphi Unified Development Guide (UDO) and the Carroll County Subdivision and Zoning Ordinances.

CITY OF DELPHI

AS-BUILT CHECKLIST FOR SUBDIVISION AND UTILITIES

As-Built plans shall include all the information in the approved plans, including standards and details, showing all changes made, together with the following information, as applicable:

General Requirements

1. Subdivision Name or Property Location
2. Land Use
3. Total Number of Lots
4. Address and Lot Number on each Lot
5. Sewer Tap location for each Lot
6. Installed Water Tap Location for each Lot
7. Plan Views
8. Profile Views for Sewers and Streets
9. North Arrow and Scale
10. Show all easements (water, sanitary, drainage, access, utility, combination, etc.). All public easements must be recorded and clearly shown as such.
11. Clearly depict R/W limits and property lines
12. Date As-Built Prepared and by Whom
13. Developer's Corporate Name
14. Primary Contact
15. Developer's Mailing Address
16. Developer's Phone #
17. Design Engineer and/or Surveyor
18. Designer's Corporate Name
19. Designer's Address
20. Designer's Phone #
21. Indiana Registration Number(s)
22. Professional Certification that work was completed substantially in accordance with approved plans
23. Date Construction Plans Approved
24. All Contractors
25. Field Superintendents
26. Facilities Construction Complete
27. Date Inspected
28. Contractor's Addresses
29. Contractor's Phone #s
30. Delineation of Public vs Private Facilities
31. Show, label, and station any existing utility appurtenances in the project area, and any utility appurtenances to be removed or abandoned.
32. Show, label, and station utility connection points to existing system
33. Sizes and details of bores, drilled pipe runs, and casings
34. Pipe Materials and Sizes

Sanitary Sewer Plan Elements

1. N/A Valve Details, Manufacturer
2. ✓ Structure Details
3. ✓ Casting Details
4. ✓ Cleanout sizes, locations, and details
5. N/A Air release valve locations and details
6. N/A Lift Station Details and Specifications
7. N/A Force Main details, locations, and specifications
8. ✓ Specifications for all sanitary sewer elements
9. ✓ Sewer Lateral Locations and Sizes
10. ✓ Rim and Invert Elevations
11. ✓ Pipe Slopes Clearly Labeled
12. N/A Quantities
13. ✓ Manufacturer and/or Source of all Materials,
14. ✓ Date Construction Completed
15. ✓ Date Inspected
16. ✓ Delineation of Public vs. Private facilities.
17. N/A Size and material details of grease traps
18. ✓ All utility crossings shown and labeled, with crossing utility's elevation

Water Service Plan Elements

1. ✓ Show, label, and station new water main appurtenances: hydrants, valves, bends, reducers, tees, crosses, and other fittings.
2. ✓ Show, label, and station water service locations
3. ✓ Equipment details and specifications for valves, hydrants, blow-offs, reducers, and backflow devices
4. ✓ Equipment details and specifications for meters, meter pits, and access vaults

Storm Sewer Plan Elements

1. ✓ Show, label, and station new storm sewer appurtenances
2. ✓ Structure Details
3. ✓ Rim and Invert Information
4. ✓ Manufacturer and Source of Materials
5. ✓ Date Construction Completed
6. ✓ Pipe Slopes Clearly Marked
7. ✓ Ancillary Connection details, sizes, and locations
8. ✓ Date Inspected
9. ✓ Casting Details
10. ✓ Professional Engineer Stamp and Signature required for stormwater management facilities
11. N/A Carroll County Drainage Board Approval

Street and Pedestrian Plan Elements

1. ✓ Pavement Section Plans, Materials, and Specifications
2. ✓ Final locations and details of curbs, sidewalk, and gutter
3. N/A Final locations of passing blisters, new access areas, and all other pavements markings and other traffic control measures.



DELPHI DEVELOPMENT GUIDE

FINAL UTILITY ACCEPTANCE TRANSMITTAL AND CHECKLIST

PROJECTS REQUIRING APPROVAL FROM CARROLL COUNTY SHALL SUBMIT THIS FORM TO THE COUNTY WITH THE APPLICABLE CITY OF DELPHI SIGNATURES. COMPLETION AND SUBMISSION OF THIS FORM IS REQUIRED BEFORE AN OCCUPANCY PERMIT CAN BE ISSUED. DO NOT SUBMIT THIS FORM UNTIL ALL ITEMS ARE COMPLETED.

Project Information

Sewer Permit No. _____ Building Permit No. _____ Water Permit No. _____

To: City of Delphi (CITY OF DELPHI) From: MGH Delphi Development LLC (DEVELOPER COMPANY OR CORPORATION)

Project Name: Bowen Estates

Project Phase: Section 1 Date: 03/06/2025

- 1. Final construction inspection and testing completed.
- 2. Provide verification that punch list items noted by the City of Delphi have been completed.
- 3. Submit record drawings in digital PDF format and as printed hard-copy with completed As-Built Checklist to the City of Delphi.
- 4. Submit Engineer's Certificate of Completion.
- 5. Provide list of all owners, suppliers, and contractors providing labor or materials for the project. Provide any operation and maintenance information to the appropriate entity.
- 6. Provide maintenance bond on approved form.



City of Delphi Use Only

Authorized Representative: _____
(signature) (print)

Title: _____ Date: _____

Accepted Rejected

Comments: _____

Delphi Plan Commission Receipt Acknowledgement (PC Use Only)

Authorized PC Member (Signature) Title

Authorized PC Member (Print) Date



APPLICATION FOR EXCAVATION PERMIT

DELPHI CLERK TREASURER

MAR 10 2025

PAID

Permit* _____

Date: 3/10/2025

The undersigned hereby makes application to Board of Public Works and Safety of the City of Delphi, Carroll County, Indiana, pursuant to the provisions of Ordinance 99-5 of said City, for a permit to excavate as follows:

1. Location: First Baptist Church of Delphi
2. Purpose: Replacement of Existing Sidewalks & Adding 3' walk beside Curb.
3. Approximate Size: 1,060 sq.ft of Sidewalk
4. Owner: First Baptist Church
5. Start/Completion Dates: March 24 - May 1, 2025

The undersigned represents that all provisions of said Ordinance 99-5 shall be complied with to the satisfaction of said Board or its duly authorized agent.

Applicant: Melissa Darling

Date: 3/10/2025

Witnessed By: _____

Date: _____

Permit Fee \$ 25.00

Residential Excavation \$250.00

Commercial Excavation \$500.00

Amount of deposit retained: _____

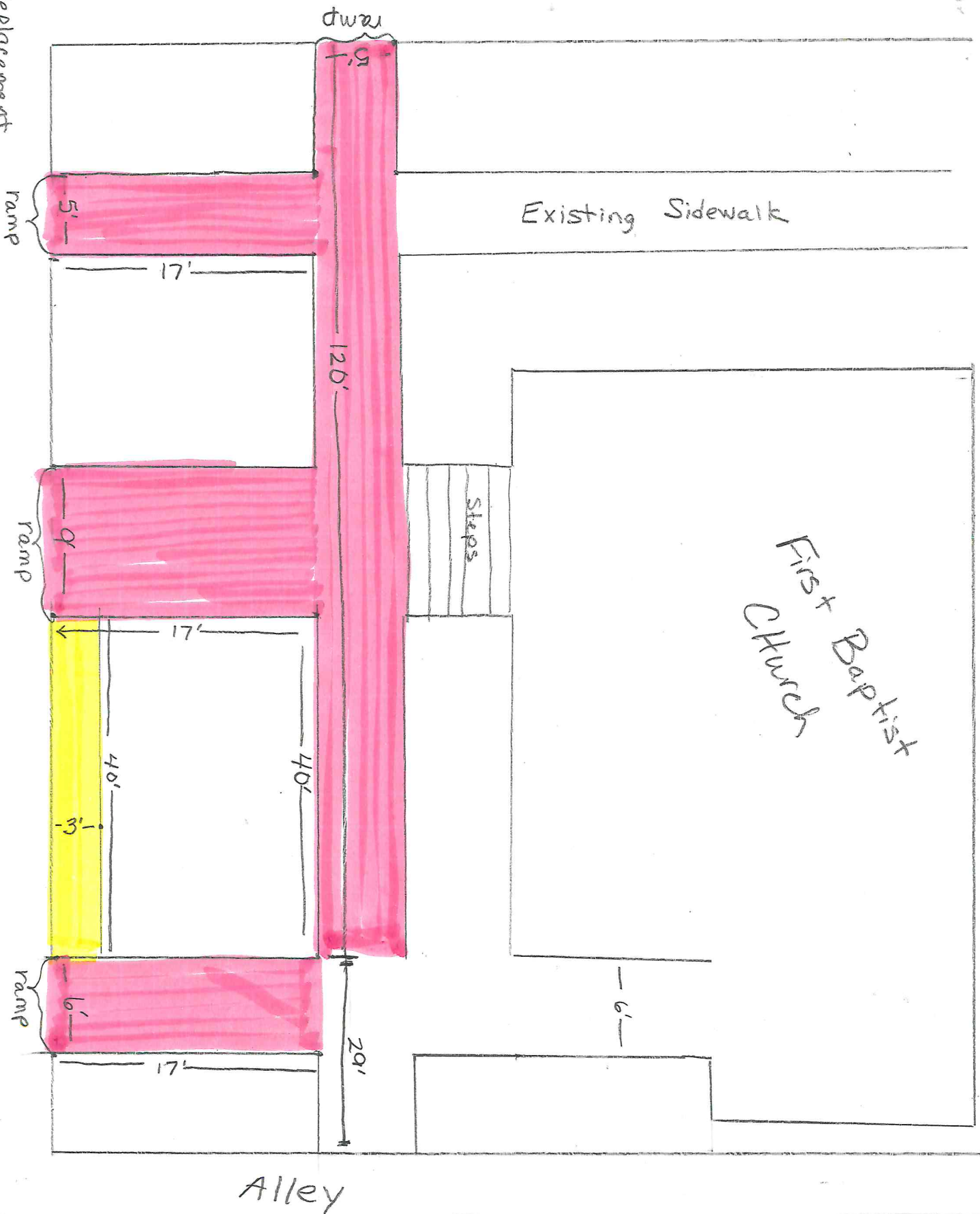
Actual Excavation Size: _____

Excavation Repair Cost: _____

Franklin St.

= New

= Replacement



First Baptist Church

Indiana St.

Alley

* Not to Scale



FOR IMMEDIATE RELEASE

March 6, 2025

Lt. Governor Beckwith, OCRA announce 15 communities to receive new 2025 Indiana Main Street designations

INDIANAPOLIS (March 6, 2025) – [The Office of Lieutenant Governor Micah Beckwith](#) and the [Indiana Office of Community and Rural Affairs](#) today announced 15 organizations have been recognized as [Indiana Main Street](#) programs or have moved into a new Indiana Main Street level.

The Indiana Main Street program annually accepts applications for three levels, which include:

- **Indiana Accredited Main Street:** IAMS programs meet all Accreditation Standards set forth by Main Street America, but may lack a full-time paid staff person and do not have an identified transformation strategy.
- **Aspiring Indiana Accredited Main Street:** A-IAMS programs are within one year of meeting all Accreditation Standards set forth by Main Street America and may lack a full-time paid staff person.
- **OCRA's Downtown Affiliate Network:** ODAN communities may prefer to specialize in event-related activities only, lack the physical or historical capacity required to qualify as a Main Street organization, or are working towards building capacity to meet the Main Street America Accreditation Standards.

"These organizations are doing amazing work to breathe new life into Indiana downtowns, which support our local businesses and unite our communities," Lieutenant Governor Micah Beckwith said. "Main Street has a way of bringing everyone together. It's where you really get to know your neighbors and come together for local events. It's the heartbeat of the community. Congratulations to all 15 of these Hoosier communities - your hard work is paying off, and I can't wait to see what you accomplish next!"

The organizations earning new Indiana Main Street designations include:

Indiana Accredited Main Street

- Sheridan Main Street, Inc.
-

- Tipton Main Street
- Delphi Main Street

Aspiring Indiana Accredited Main Street

- Main Street Warsaw
- Discover Downtown Washington
- Association For A Better Rockport
- Decatur Indiana Main Street, Inc.

OCRA Downtown Affiliate Network

- Ellettsville Main Street
- Jacobsville Neighborhood (Evansville)
- Framing Ferdinand
- Fountain City Forward
- Huntington Main Street
- Lagro Canal Foundation
- Rising Sun Main Street
- Main Street Zionsville

A main street organization's performance is evaluated by Indiana Main Street, which works in partnership with Main Street America to identify organizations that meet rigorous performance standards.

"As we celebrate 40 years of Indiana Main Street, we are excited to welcome eight new communities into the program and see seven organizations level up," said OCRA Executive Director Fred Glynn. "The Indiana Main Street program continues to grow and help communities prioritize downtown revitalization, transform their main street corridors and fuel local engagement. Congratulations to our 15 newly designated main streets organizations!"

The 15 organizations will receive a formal certificate, access to Main Street America and Indiana Main Street training, networking opportunities with other regional and statewide programs, a resource toolbox unique to their needs, and more.

To learn more about the Indiana Main Street program, visit in.gov/ocra/mainstreet.

-30-

Under the leadership of [Lieutenant Governor Micah Beckwith](#), who serves as Indiana's Secretary of Agriculture and Rural Development, the Indiana Office of Community and Rural Affairs' (OCRA) mission is to work with local, state and national partners to provide resources and technical assistance to assist communities in shaping and achieving their vision for community and economic development. For more information, visit ocra.in.gov.
