

Agenda

Delphi Common Council

Date/Time: Monday April 7, 2025 @ 6:00 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. Department Head Reports
6. Other Business
 - a. Delphi Redevelopment Commission TIF Report Anita Werling
 - b. Delphi/Carroll County/US Department of the Interior- USGS
 - c. Mowing Contract - Conflict of interest Form
 - d. Delphi Taser replacement - Funding/Contract Agreement
 - e. Mayor Assistant Job Description
7. Unfinished Business
 - a. Morning Heights Cemetery
8. New Business
 - a. Proposed Ordinance 2025-2 Cumulative Capital Fund
 - b. Proposed Resolution 2025-4 Transfer of Funds
 - c. Proposed Resolution 2025-5 Interlocal Agreement "Citizen Gun Safety" Grant
 - d. Delphi PD/Clerk's Office 171 Rule (IAC Section 31 IAC 5-7-8.)
9. Future Business & Announcements
 - a. City of Delphi awarded 1.5 million for INDOT CCMG Grant
 - b. Mayor Yates/Sims April Proclamations
10. Miscellaneous Business
 - a. Board Comments
 - b. Clerk Treasurer Price
 - c. Public Comments

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 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



Common Council Meeting– March 3, 2025
2nd floor City Building 6:00 pm
201 S. Union St. Delphi

Council was called to order at 6:00 pm on the second floor of the city building. Live streamed on Youtube and opened with the Pledge of Allegiance.

Roll call was given by clerk/treasurer-Julie Price. Members present: Kamron Yates, Denny Myers, Doyle Moore, and Spencer Kingery. Cody Nelson and Erin Jubril were absent.

The minutes for February 3, 2025 council meeting was presented for approval. There were no additions or corrections. No discussion for the minutes. Motion to approve the minutes made by Spencer Kingery seconded by Denny Myers. Motion carried and passed. (3-0)

Department Head reports were sent to council prior to the meeting for review. With no objection, the reports were accepted and approved.

Other Business:

Jonathan Blake introduced himself as the new interim Senior director for the CCEDC. He commented that they will be seeking a director and in the interim he would be working to assist in the navigation for READI 1 and READI 2 disbursements.

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.

Mayor Yates commented that INDOT would be doing a traffic audit which would include traffic counts, semi traffic in downtown especially on Washington St. with weight limits and other concerns.

Unfinished Business:

City Attorney Miriam Robeson commented that drafts were sent to review about the Morning Heights cemetery regarding some decisions that need to be decided by the council. It was unanimous from the board to table the discussion and decisions for voting until the next council meeting so that each council member would have time to review and ask questions before voting.

New Business:

Mayor Yates asked the board to consider where additional pay applications for the Front St. project should be paid from as well as paying the current invoice. The board decided that the current invoice should be paid from the Rainy Day fund for \$156,510.17 due to there not being enough in the Residential Development Fund. Mayor Yates stated this was the reason that he suggested more funding

to into that specific fund to cover projects that were already under construction before new administration took office. The amount left for the pay applications after the current invoice will be roughly \$461,000.00 for the remaining billing for work.

Miscellaneous Business:

None

Board Comments:

Mayor Yates wanted to thank Denny Myers and Doyle Moore for attending the retirement celebration for Bill Schock.

Mayor Yates stated that the new Chief of Police Stephen Mullin was sworn in March 3, 2025 at 10:30 am and there were quite a few citizens and supporters in attendance for the swear in.

Clerk/Treasurer Comments:

Clerk-Treasurer Price commented that a citizen was inquiring about possibly purchasing 2 lots owned by the city. It was discussed that they would need to follow certain steps to begin the process.

Clerk/treasurer Price stated she would forward the information to the interested party.

Public Comments:

None

Adjournment

Without objection and no other business or comments, the motion to adjourn Common council was made by Spencer Kingery and seconded by Doyle Moore. Motion carried (3-0) and meeting adjourned at 7:06 p.m.

Mayor Kamron Yates

Julie Price, Attest

Monday, April 7, 2025

Re: Police Report, of March 2019

Mayor Kamron Yates and Members of the Board of Works and Common Council,

Thank you, Mayor, for the opportunity to serve again.

Police:

- Arrests: 12
- Calls for Service: 316
- Incident reports: 45
- Vehicle Stops: 49
- Citations: 18
- Written warnings: 39
- Crash reports: 6
- Parking tickets: 3

Code enforcement:

24 open cases

46 closed cases

6 cases opened this month

- 2 trash debris and rubbish- 1 closed
- 3 Inoperable vehicles
- 1 Retaining wall

Closed 7 cases for the month

- 1 Trash debris and rubbish
- 5 Inoperable vehicles
- 1 exterior structure

Attached

- Officer Hobson completed public Drone operator Training
- Officer McLeland completed ILEA Instructor Development training
- Taser Packet

Best Regards,


Stephen L Mullin, Chief of Police

Community Development Director's Report/Julia Leahy - March 2025

Delphi Main Street (DMS)

We are officially an Indiana Accredited Main Street organization (IAMS)! This accreditation wouldn't have been possible without all of the hard work from the board of directors: Mark Mendel, Pres; Courtney Kingery, VP/Treasurer; Audrey Wardrip, Secretary; Nick Mendel and Pam Minier. Joe Mayfield, one of the founding board members, has officially retired from the organization.

DMS Board met 3/10 and held an organizational committee meeting 3/31 to discuss growing the board, committees, and ways to engage more business owners within the district. The next meeting will be held on April 14.

Indiana Arts Commission grant submitted for the mural project downtown.

Mardi Gras on March 15 was well attended. 12 restaurants and bars participated.

Upcoming event coordination: Easter Egg Hunt (4/19) and Do It In Delphi Market Days May-October (3rd Saturdays)

DMS has committed to purchasing new Christmas lights for the monument this year.

DMS is making every effort to be more inclusive of the Hispanic Community with promotional/informational flyers/events listed in both English and Spanish.

Morrow's Shoe Shop has officially closed, but another business is negotiating the purchase. Hope to make an announcement by mid-May. Another empty building has a new business commitment/agreement and DMS is working with the incoming tenant.

Façade Improvement Program – there has been an increase in interest for this program with 4 more buildings downtown. One building has completed their project (11/24) and filed a claim for reimbursement on 4/7.

Other

Radio interview WIL0/Frankfort

Responded to 4 inquiries for fences

Processed 4 solicitor permits in collaboration with the Police Department (\$400)

Complete training with One Technologies to update the city's website and community calendar, as needed.

Delphi Police Officer Adam Hobson



Officer Adam Hobson completed a four-day long Drone Operator Training this month. Officer Hobson will become the Delphi Police Department's first trained FAA approved Public Drone Operator. The training was hosted by the Delphi Police Department and held at the Delphi Fire Department training facility in cooperation with Delphi Tri-Township and Fire Chief Dan Dulin.

Along with Officer Hobson, attending was Sgt Kingery of the Sheriff's Office and 10 others from multiple outside agencies across the state.

This training was made available through the efforts of Officer Justin Wilson, former Chief Nathan Lamar and Mayor Yates. In addition to being fully trained as a Drone operator the training prepared Officer Hobson for the FAA 107 exam.

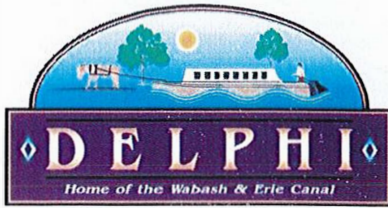
Delphi Police Officer Clint McLeland



Officer Clint McLeland completed Instructor Development training this month at the Indiana Law Enforcement Academy in Plainfield. Instructor development training will allow Officer McLeland to provide I.L.E.A. approved training credit hours in training of his proficiency and other areas. He will become the police department's fourth I.L.E.A. approved instructor.

The need for approved trainers is becoming more important moving forward as Indiana and states across the nation are more rigorous and demanding in their police training requirements to maintain officer's certification. Officer McLeland will serve alongside Officer Randall Martin, Sergeant Alex Parkinson and Sergeant Colin Deckard to enhance the police training needs of our department and those of other agencies across the county and beyond.

Officer McLeland will immediately serve as taser trainer and is aspiring to become a defensive tactics trainer.



CITY OF Delphi
POLICE DEPARTMENT
201 S. UNION STREET
DELPHI, INDIANA 46923
PHONE 765-564-2097
DISPATCH 765-564-2345

KAMRON YATES
MAYOR

STEVE MULLIN
CHIEF OF POLICE

COLIN DECKARD
SERGEANT

ALEX PARKINSON
SERGEANT

To whom it may concern,

The Delphi Police Department, was recently advised by our less lethal CED (Conductive Energy Device) provider, Axon, that our current CEDs are no longer supported by their company. We have been utilizing the Taser X2 for approximately 8 years. Recently, some of our CEDs have begun malfunctioning or failing, which is an officer safety and public safety issue. We rely heavily on these less lethal weapons, so we have attempted to fix these issues, but have learned that Axon is no longer servicing or providing replacement parts for our current CEDs. Therefore, we have been exploring options to replace our X2s. Axon is offering to purchase our used X2s, getting up to potentially \$200 per unit.

Officer McLeland is our Taser instructor and has put in a lot of work, to come up with a viable option. Obviously, to purchase these units outright would be a large expense, that would not be feasible for our agency to endure. Axon is offering us the opportunity to make yearly payments for five (5) years, allowing for us to budget for the future to pay towards these pieces of necessary equipment. The current Taser model being put out by Axon, is the Taser 10. These units provide officers with up to ten (10) probes to utilize at one given time. With these newer models, comes with software updates, that will assist with keeping data of usage and firmware updates. The most important options, that comes with these new Tasers are the 5-year warranty on the device and all the needed cartridges, batteries, and training devices.

The following is a break down on the overall costs for Taser bundle. The overall total is \$61,770, over the course of five years. There will be two different invoices with the bundle. The reasoning for the two invoices will allow us to pay for part of bundle from our training budget and the other part from our equipment budget. One invoice will be for the devices themselves and cartridges, which would be due in June of each year. The second invoice will be for all the training equipment needed for the Tasers i.e., training cartridges, which would be due in December of each year. For the year of 2025, the total amount due will only be \$3,088.52. This smaller payment, will assist in not damaging our current year's budget, and allowing us to properly budget for the following years.

For 2026 through 2029, the payments will remain the same, which are as follows;

June- \$9,924.53- Equipment/Supplies budget

December- \$4,745.84- Training budget

If there are any questions, please do not hesitate to reach out.

Sincerely,

Colin M. Deckard
Sergeant

City of Delphi Water Works

BOW and Council Meeting

4/7/25

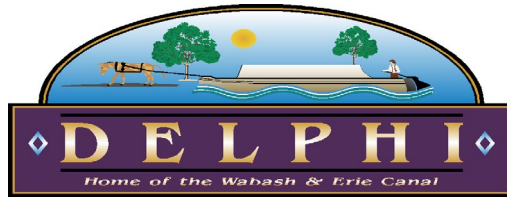
Highlights

- Read meters.
- Sent out 4 each Fluoride and Bacti Samples
- Total Gallons pumped 29.596 Million
- 119 Locate Requests
- 84 Daily Service Calls
- Daily checking of High and continuous consumption users (164 total for the month)
- Daily checking of meter communication alarms (110 total for the month)
- We Hosted a One Day Seminar at our shop for the Alliance of Indiana Rural Water for education hours. (We had roughly 25-30 attendees)
- Repainted the Markers for hydrants in the rural and hidden areas
- Maintained road cuts daily
- Did maintenance and painted gates at wells and Booster Station
- Spring Clean up at all wells and tank sites and shop area
- Hauled wood from storms and cleared roads
- Helped clean up park from storms
- Dirt work from water leaks
- Well #7 is going to have to be pulled and repaired. There is either a bad check valve not holding or a hole in the column pipe. Peerless Midwest is ordering parts and scheduling the repairs.

Thank you,

Craig A. Myers

Water Superintendent



Street & Parks Department March Highlights

- Removed plows and salt spreaders from trucks
- Removed hazardous trees
- Graded some alley's
- Started downtown sweeping on Monday mornings
- Storm clean-up
- Riley cabin as well as the softball dug out sustained damage from the storm and an insurance claim has been filed with restorations starting soon
- Repaired soccer goal
- Mulched the downtown flower beds as well as City entrance signs
- Construction should resume shortly on Front St.

DELPHI REDEVELOPMENT COMMISSION

2024 ANNUAL FINANCIAL REPORT

April 1, 2025

TO: THE DELPHI CITY COUNCIL

FROM: THE CITY OF DELPHI REDEVELOPMENT COMMISSION

2024 YEAR END TOTAL TIF REVENUES AND EXPENDITURES			
Revenues: \$102,536.71		Expenditures: \$44,382.65	
		2024 Year End Balance: \$65,833.01	
ALLOCATION AREA	2024 REVENUES	AMOUNT	DATE DEPOSITED
DELPHI TIF DISTRICT	Treasurer Carroll County	\$ 38,564.49	1.22.24
DELPHI TIF DEER CREEK	Treasurer Carroll County	\$ 14,197.44	6.11.24
DELPHI TIF DISTRICT	Treasurer Carroll County	\$ 44,384.40	7.1.24
DELPHI TIF DEER CREEK	Treasurer Carroll County	\$ 4,095.71	7.1.24
DELPHI TIF DISTRICT	Total	\$ 101,242.04	
BURNBRAE FARMS	Treasurer Carroll County	\$ 1,294.67	7.1.24
BURNBRAE FARMS RTIF	Total	\$ 1,294.67	
DELPHI TIF DISTRICT	Total REVENUES	\$ 102,536.71	T08002 Delphi Allocation Area
ALLOCATION AREA	2024 EXPENDITURES	AMOUNT	DESCRIPTION
DELPHI TIF DISTRICT	RME	\$ 262.50	Commission Members Bond Insurance
DELPHI TIF DISTRICT	Baker Tilly	\$ 5,478.47	DLGF TIF management report, review 23 tax increment settmt
DELPHI TIF DISTRICT	City of Delphi	\$ 75.00	ReimburseAttorney Fee Robeson Law City paid
DELPHI TIF DISTRICT	Baker Tilly	\$ 4,300.00	Tax Increment Financing and Gateway Assistance
DELPHI TIF DISTRICT	Total	\$ 10,115.97	
NE ALLOCATION	VS Engineering	\$ 3,164.50	NE Utility Project 218 Engineering
NE ALLOCATION	City of Delphi	\$ 3,290.20	Reimburse NE Utility Service 218 (city pd invoice)
NE ALLOCATION	City of Delphi	\$ 16,342.70	Reimburse for Project 218 Engineering
NE ALLOCATION	VS Engineering	\$ 9,969.28	NE Utility Project 218 Engineering
NE ALLOCATION AREA	Total	\$ 32,766.68	
Front Street Allocation	Huntington National Bank	\$ 1,500.00	Interurban Annual Bond Admin Fee
FRONT ST ALLOCATION	Total	\$ 1,500.00	
DELPHI TIF DISTRICT	Total EXPENDITURES	\$ 44,382.65	T08002 Delphi Allocation Area
DELPHI RDC	2024 End of Year Balance	\$ 65,833.01	T08002 Delphi Allocation Area

Fund Detail History

Date : 01/20/2025 12:23:15 PM

FUND_HIST_DETAIL.FRX

Fund 2580

From 01/01/2024 Thru 12/31/2024

Grouped By Bank Number

Ordered By Bank Number, Fund Number

****Bank Number 0**

FUND	PERIOD	ACCT	TITLE	BEGIN YR BAL	RECEIPTS YTD	EXPENDED YTD	CURRENT BAL
2580	1/2024		TIF ALLOCATION FUND	\$7678.95	\$38564.49	\$0.00	\$46243.44
DATE	DOC NUM	CK NUM	VENDOR / RECEIVED FROM		RECEIVED	EXPENDED	BAL
01/22/2024	34709		TREASURER CARROLL COUNTY INDIANA		\$38564.49	\$0.00	\$46243.44
DAILY SUMMARY FOR 01/22/2024					\$38564.49	\$0.00	\$46243.44
02/05/2024	42734	33933	RME INSURANCE		\$0.00	\$262.50	\$45980.94
02/05/2024	42735	33972	VS ENGINEERING INC		\$0.00	\$3164.50	\$42816.44
02/05/2024	42736	33935	CITY OF DELPHI		\$0.00	\$3290.20	\$39526.24
02/05/2024	42737	33935	CITY OF DELPHI		\$0.00	\$16342.70	\$23183.54
DAILY SUMMARY FOR 02/05/2024					\$0.00	\$23059.90	\$23183.54
06/11/2024	35878		TREASURER CARROLL COUNTY		\$14197.44	\$0.00	\$37380.98
DAILY SUMMARY FOR 06/11/2024					\$14197.44	\$0.00	\$37380.98
07/01/2024	36066		TREASURER CARROLL COUNTY, INDIANA		\$49774.78	\$0.00	\$87155.76
DAILY SUMMARY FOR 07/01/2024					\$49774.78	\$0.00	\$87155.76
08/05/2024	44258	34544	VS ENGINEERING INC		\$0.00	\$9969.28	\$77186.48
DAILY SUMMARY FOR 08/05/2024					\$0.00	\$9969.28	\$77186.48
09/03/2024	44440	34612	BAKER TILLY MUNICIPAL ADVISORS LLC		\$0.00	\$5478.47	\$71708.01
DAILY SUMMARY FOR 09/03/2024					\$0.00	\$5478.47	\$71708.01
10/21/2024	44944	34793	CITY OF DELPHI		\$0.00	\$75.00	\$71633.01
10/21/2024	44945	34808	THE HUNTINGTON NATIONAL BANK		\$0.00	\$1500.00	\$70133.01
DAILY SUMMARY FOR 10/21/2024					\$0.00	\$1575.00	\$70133.01
12/30/2024	45504	35023	BAKER TILLY MUNICIPAL ADVISORS LLC		\$0.00	\$4300.00	\$65833.01
DAILY SUMMARY FOR 12/30/2024					\$0.00	\$4300.00	\$65833.01
		Fund # 2580	SubTotal		\$102536.71	\$44382.65	\$65833.01

SubTotal Bank Number 0

\$102536.71 \$44382.65

*** GRAND TOTAL ***

\$102536.71 \$44382.65

**CITY OF DELPHI ECONOMIC DEVELOPMENT AREAS
(Original Area 12/10/12, plus 5 Allocation Areas)**

1. ESTABLISHMENT OF THE DELPHI ECONOMIC DEVELOPMENT AREA - DELPHI TIF DISTRICT 12/10/12
 2. CITY OF DELPHI CANAL DISTRICT RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
 3. CITY OF DELPHI ARMORY ROAD RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
 4. CITY OF DELPHI BURNBRAE FARMS RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
 5. DELPHI NORTHEAST ALLOCATION AREA 10/27/22
 6. FRONT STREET APARTMENT ALLOCATION AREA 7/3/23
- ESTABLISHMENT OF THE DELPHI ECONOMIC DEVELOPMENT AREA - DELPHI TIF DISTRICT 12/10/12
Declaratory Resolution: RESOLUTION 12-1, IC 36-7-14 and 36-7-25 10/23/2012
Confirmatory Resolution: RESOLUTION 12-2, IC 36-7-14 and 36-7-25 12/10/2012
 - CITY OF DELPHI CANAL DISTRICT RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
Declaratory Resolution: RESOLUTION 2021-1, IC 36-7-14 08/16/2021
Confirmatory Resolution: RESOLUTION 2021-2, IC 36-7-14 12/15/21
 - CITY OF DELPHI ARMORY ROAD RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
Declaratory Resolution: RESOLUTION 2021-1, IC 36-7-14 08/16/2021
Confirmatory Resolution: RESOLUTION 2021-2, IC 36-7-14 12/15/21
 - CITY OF DELPHI BURNBRAE FARMS RESIDENTIAL HOUSING PROGRAM ALLOCATION AREA 12/15/21
Declaratory Resolution: RESOLUTION 2021-1, IC 36-7-14 08/16/2021
Confirmatory Resolution: RESOLUTION 2021-2, IC 36-7-14 12/15/21
 - DELPHI NORTHEAST ALLOCATION AREA 10/27/22
Declaratory Resolution: RESOLUTION 2022-1, IC 36-7-14 07/13/2022
Confirmatory Resolution: RESOLUTION 2022-2, IC 36-7-14 10/27/2022
 - FRONT STREET APARTMENT ALLOCATION AREA 7/3/23
Declaratory Resolution: RESOLUTION 2023-1, IC 36-7-14 and IC 36-7-25 05/31/2023
Confirmatory Resolution: RESOLUTION 2023-2, IC 36-7-14 and IC 36-7-25 07/03/2023
 (*Reference the RESOLUTION LINK) [DRDC Resolution to 7.3.2023.pdf](#)

BURNBRAE FARMS RESIDENTIAL ALLOCATION AREA – HOMES SOLD IN 2024

Sale Date	Address	Price
5/10/2024	400 RILEY ROAD, DELPHI, IN 46923	\$ 420,000
AVERAGE SALE PRICE		\$420,000

2024 DELPHI REDEVELOPMENT COMMISSION MEMBERS

1/1/24-12/31/24 unless noted *

Sandy Flora – VP

Spencer Kingery – S

Denny Myers – Member

Anita Werling – President (elected in August)

*Christina Langsdorf – Member appointed in August

*Joe Mayfield – President Jan-Aug (resigned August)

(\$0.00 compensation)

ANNUAL INFORMATION PER TIF ALLOCATION AREA

- **Amount and maturity date for all outstanding obligations:** There is one outstanding debt obligation of the Redevelopment Commission as of 12/31/2024. The Taxable Economic Development Revenue Bonds of 2024 (The Front Street Apartment Allocation aka The Interurban Apartments Project) have an authorized amount of \$1,620,000 but as of 12/31/2024 only \$115,059.50 has been drawn so that would be the reported outstanding amount.
- **Amount paid on outstanding obligations; and:** \$0 was paid in the 2024 calendar year.
- **Accounting of TIF revenues used as a grant or loan from the RDC:** None
- **Parcel listing for each TIF Allocation Area per DLGF’s format requirements.** Anita has copies
- **The date on which the TIF Allocation Area(s) will expire; and:** As of now, only the **Front Street Allocation** Area has an expiration date, and that date is November 30, 2048 (25 years from the closing of its sole obligation).
The City/RDC has not yet obligated the TIF from any of the other allocation areas, so their “clock” has not started.
- **Information regarding TIF revenue distributed to other units - (\$0.00)**

City of Delphi
Attachment for 25NFJFA00000058
2025-07-01 to 2030-06-30

SURFACE WATER

SITE	Collection Description	FUNDS	
		USGS	COOP TOTAL
03329500	WABASH RIVER AT DELPHI, IN		
	Stage, Continuous	\$1,500	
	Stage, Continuous	\$6,000	
	Stage, Continuous	\$6,000	
	Stage, Continuous	\$6,200	
	Stage, Continuous	\$6,200	
	Stage, Continuous	\$4,800	\$30,700
Total:		\$30,700	\$30,700
GRAND TOTAL:			\$30,700



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
OKI Water Science Center
5957 Lakeside Blvd
Indianapolis, IN 46278

March 10, 2025

Mr. Kamron Yates
Mayor
City of Delphi
City Building 201 S. Union St.
Delphi, IN 46923

Dear Mr. Yates:

Enclosed is our standard joint-funding agreement 25NFJFA00000058 between the U.S. Geological Survey OKI Water Science Center and City of Delphi for negotiated deliverables (see attached), during the period July 1, 2025 through June 30, 2030 in the amount of \$30,700 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$30,700. Please sign and return one fully-executed original to Nathan Wood at gs-w-okl_admin_fm_mailbox@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571) 386-7644 or ncwood@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jeffrey Frey
Director

Enclosure
25NFJFA00000058 (2)

FBMS Customer Number 600007490

SO Number _____

Agreement/PO Number 25NFJFA0000058

NON-FEDERAL CHECKLIST

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

NON-FEDERAL CUSTOMER INFORMATION SECTION:	<i>Initials:</i> _____	
	<i>Page #</i>	<i>Comments</i>
1) Agreement/PO Number	√ 1	25NFJFA0000058
2) Name of Organization	√ 1	City of Delphi
3) TIN (excluding foreign)	√ 1	356001005
4) DUNS/UEI (if available)	N/A	
5) Point of Contact	2	Kamron Yates
6) Address	2	City Building, Delphi, IN, 46923
7) Office phone, Fax and/or Email	2	(765) 564-2097 / (n/a) / mayor@cityofdelphi.org
8) Signature(s) and Date(s)	√ 2	
USGS INFORMATION SECTION:	<i>Initials:</i> _____	
	<i>Page #</i>	<i>Comments</i>
1) Organization and Cost Center	√ 1	OKI Water Science Center
2) Legal authority to enter into agreement	√ 1	Must be in the Agreement Package; 43 USC 36C; 43 USC 50, and 43 USC 50b
3) Project Chief/Principal Investigator	2	Jeffrey Woods
4) Address	2	5957 Lakeside Blvd. , Indianapolis IN 46278
5) Office phone, Fax and/or Email	2	(317) 430-3086 / (317) 290-3313 / jwoods@usgs.gov
6) Signature(s) and Date(s)	√ 2	Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A
SCOPE OF WORK SECTION:	<i>Initials:</i> _____	
	<i>Page #</i>	<i>Comments</i>
1) Period of Performance	√ 1	Start & End Date; 7/1/2025 – 6/30/2030
2) Description of Services and Responsibilities	1	
3) Agreement Deliverables (if applicable)		
4) Authority to Publish (if applicable)	√ 1	
5) If in-kind services provided, describe in agreement including amount (if applicable)		Voucher must be sent in with agreement. If not currently available., date you plan to forward to OAFM/FM
6) Equipment/Property requirements or restrictions (if applicable)		
FUNDING INFORMATION SECTION:	<i>Initials:</i> _____	
	<i>Page #</i>	<i>Comments</i>
1) Total Amount of Agreement	√ 1	USGS \$0 / Cust \$30,700
2) Modification Number (if applicable)	√	
3) Amount of Modification (if applicable)	√	
4) Fixed Cost (if applicable)	√ 1	fixed
5) Funding Limitations	√	Yes / No and include page # if yes
BILLING INFORMATION SECTION:	<i>Initials:</i> _____	
	<i>Page #</i>	<i>Comments</i>
1) Billing Address/Contact/Office Phone	√ 2	Julie Price / City Building Delphi, IN 46923
2) Frequency of Billing	√ 2	____ Monthly ____ Quarterly ____ Semi-annual ____ Annual ____ In Advance
3) Mandatory Termination Clause	√ 1	
INTERNAL INFORMATION SECTION:		
Miscellaneous (if Applicable):		<i>If Applicable:</i>
1) OPA Approval		ARS number must be listed on agreements when OPA approval is required
2) Conflict of Interest (COI) Form - (for work with the private sector, non-profits and academic institutions)		Must be available at Cost Center
3) Cost Share		Must be available at Cost Center
4) Special/Reduced Rate Approval		Must be scanned in FBMS for FM approval
5) Cover/Acceptance Letter		Copy of official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement at the Center
6) Supports USGS Program		Write In – Functional Area: G40CP0000
7) Cost Calculations for Direct/Indirect Costs		Must be available at Cost Center
Project Chief/Principal Investigator (Name/Phone/Signature) Jeffrey Woods (317) 430-3086	Date	Mar 10, 2025
Cost Center Financial Reviewer (Name/Phone/Signature) Thomas Geary (502) 963-2262	Date	Mar 10, 2025

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 600007490
Agreement #: 25NFJFA00000058
Project #: NF00GWQ
TIN #: 356001005**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of July 1, 2025, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Delphi party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period July 1, 2025 to June 30, 2030
- (b) \$30,700 by the party of the second part during the period July 1, 2025 to June 30, 2030
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600007490
Agreement #: 25NFJFA00000058
Project #: NF00GWQ
TIN #: 356001005

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeffrey Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 430-3086
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Kamron Yates
Mayor
Address: City Building 201 S. Union St.
Delphi, IN 46923
Telephone: (765) 564-2097
Fax: (n/a)
Email: mayor@cityofdelphi.org

USGS Billing Point of Contact

Name: Nathan Wood
Budget Analyst
Address: 9818 Bluegrass Parkway
Louisville, KY 40299-1906
Telephone: (571) 386-7644
Fax: (502) 493-1909
Email: ncwood@usgs.gov

Customer Billing Point of Contact

Name: Julie Price
Clerk/Treasurer
Address: City Building 201 S. Union St.
Delphi, IN 46923
Telephone: (765) 564-2097
Fax: (n/a)
Email: clerk@cityofdelphi.org

U.S. Geological Survey
United States
Department of Interior

City of Delphi

Signature

Signatures

By _____ Date: 3/10/2025

Name: Jeffrey Frey
Title: Director

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

July 2, 2020

Mr. Shane Evans
Mayor
City of Delphi
201 South Union Street
Delphi, IN 46923

Dear Mr. Evans,

Enclosed are two signed originals of our standard joint-funding agreement 20NFJFA00000058 for the operation and maintenance of the Wabash River at Delphi, Indiana streamgage, during the period July 1, 2020 through June 30, 2025 in the amount of \$35,000 from your agency. Please sign and return one fully-executed original to Damon Williams at the Indianapolis address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeff Woods by phone number (317) 600-2762 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Damon Williams at phone number (317) 600-2774 or email at dwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with the City of Delphi and looks forward to continuing the relationship in future fiscal years.

Sincerely,


Digitally signed by
MICHAEL GRIFFIN
Date: 2020.07.02
09:18:08 -04'00'

Michael Griffin
Director

Enclosure
20NFJFA00000058 (2)



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

July 2, 2020

City of Delphi
201 South Union Street
Delphi, IN 46923

USGS Partner and Cooperator

During recent years, there have been many incidents of improper use of copyrighted and/or trademarked imagery on USGS sites and products, including logos. The USGS will only allow usage of logos that have written permission from the organization directly. Some examples of usage include (*but are not limited to*) internal and public facing websites, PowerPoint presentations, and published reports/articles.

As a valued partner/cooperator, we want to proudly display your logo, however, we require written permission from your organization allowing the USGS to use your logo.

I would encourage you to send us an approved logo along with this written/signed permission.

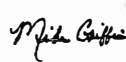
The electronic version of the logo or an internet link can be emailed to mgriffin@usgs.gov

By signing this permission slip below, I am granting the USGS usage of the organizational logo on USGS sites and products.

I, Shane M Evans of the CITY OF DELPHI give the USGS permission to use our logo as outlined above.

Thank you for your continued support and we look forward to continuing our partnership into the future.

Sincerely,


Digitally signed by
MICHAEL GRIFFIN
Date: 2020.07.02
09:18:53 -04'00'

Michael Griffin
Director

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600007490
Agreement #: 20NFJFA00000058
Project #: NF00GWQ
TIN #: 35-6001005

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2020, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Delphi party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of the Wabash River at Delphi, Indiana streamgage (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period July 1, 2020 to June 30, 2025
- (b) \$35,000 by the party of the second part during the period July 1, 2020 to June 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$10,000
Description of the USGS regional/national program: N/A
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

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Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007490
Agreement #: 20NFJFA00000058
Project #: NF00GWQ
TIN #: 35-6001005

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2762
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Shane Evans
Mayor
Address: 201 South Union Street
Delphi, IN 46923
Telephone: (765) 564-2097
Fax: (765) 564-3273
Email: mayor@cityofdelphi.org

USGS Billing Point of Contact

Name: Damon Williams
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2774
Fax: (317) 290-3313
Email: dlwilliams@usgs.gov

Customer Billing Point of Contact

Name: Leanne Aldrich
Clerk Treasurer
Address: 201 South Union Street
Delphi, IN 46923
Telephone: (765) 564-2097
Fax: (765) 564-3273
Email: leanne@cityofdelphi.org

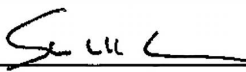
U.S. Geological Survey
United States
Department of Interior

Keec Division of
Waste Management

Signature

Signatures

By  Digitally signed by MICHAEL GRIFFIN
Date: 2020.07.02 09:19:35 -0400 Date: 07/02/2020
Name: Michael Griffin
Title: Director

By  Date: 7/2/2020
Name: SHANE M. EVANS
Title: MAYOR

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Delphi
 Attachment for 20NFJFA0000058
 7/1/2020 to 6/30/2025

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
<hr/>		
03329500 WABASH RIVER AT DELPHI, IND.		
Installation of Full Range Streamflow Station	\$5,000	
Stage, Continuous	\$6,000	
Stage, Continuous	\$6,000	
Stage, Continuous	\$6,000	
Stage, Continuous	\$6,000	
Stage, Continuous	\$6,000	\$35,000
<hr/>		
Total:	\$35,000	\$35,000
<hr/>		
GRAND TOTAL:	\$35,000	\$45,000

FEB 27 2025

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

Sharon E. McBurns
CLERK CARROLL CIRCUIT COURT

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Craig A. Myer
237 N. Arnold St Delphi, IN 46913

2. Title or Position With Governmental Entity: Water Supt.

3. a. Governmental Entity: City of Delphi
b. County: Lucas

4. This statement is submitted (check one):
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor, or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): C & C Enterprises

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Lowest bid contract for cemeteries

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Lawn Care Contract for City and Town Cemeteries

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Clerk - Treasurer of
 (Title of Officer or Name of Governing Body)
City of Dupont and having the power to appoint
 (Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

[Signature]
Jessie D. Price
 Elected Official

[Signature]
Mayor
Clerk - Treasurer
 Office

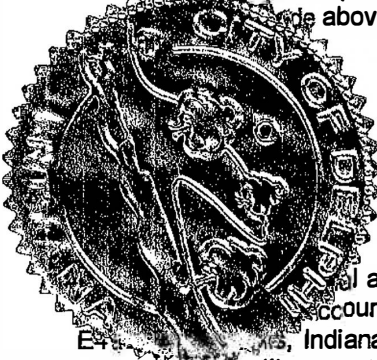
9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

2/13/25
 Date Submitted

2/13/25
 Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the disclosure above, and that I am the above named public servant.

Signed: [Signature]
 (Signature of Public Servant)
 Date: 2/11/2025



Final action on the contract or purchase, copies of this statement must be filed with the State Ethics Commission, Indiana Government Center South, 302 West Washington Street, Room 1000, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

C & C Enterprises

Lawn Care

227 N. Arnold Street, Delphi, IN 46923

765-202-3647

RECEIVED

FEB 27 2025

Sharon E. McBurns
CLERK CARROLL CIRCUIT COURT

Client:

City of Delphi

201 S. Union Street

Delphi, IN 46923

REF: City Cemetery and the Baum Cemetery

(Does not include new 2 acres)

Lawn Management Contract:

This agreement includes lawn care management services during the active growing season (to be determined by C & C Enterprises). Contractor will determine the cutting frequency and height. **Basic Lawn Management Includes: mowing of grass, weed-eating.** All material is guaranteed to be specified. All work is to be completed in a manner according to lawn standards.

Invoices will be mailed at the end of the current month of services and are due upon receipt.

Terms: Contract for 2025 shall begin with the month of **April** services. The total cost of the Lawn Management Contract for 2025 is **\$5600.00**. This amount will be billed in **7** equal payments of **\$800.00 with payment beginning April 2025.**

ACCEPTANCE:

C & C Enterprises

By: *Craig Myers*

Date: 2/12/2025

Client

By: *Sharon E. McBurns*

Date: 2/13/25

- Fully Insured



Axon Enterprise, inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-668794-45737.736JB

Issued: 03/21/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 469988

Payment Terms:

Deivery Method:

SHIP TO

Delphi Police Dept.-IN
 201 S Union St
 Delphi,
 IN
 46923-1531
 USA

BILL TO

Delphi Police Dept.-IN
 201 S Union St
 Delphi
 IN
 46923-1531
 USA
 Email:

SALES REPRESENTATIVE

Jordan Berry
 Phone: (480)502-6203
 Email: jberry@axon.com
 Fax:

PRIMARY CONTACT

Alex Parkinson
 Phone:
 Email: 127@cityofdelphi.org
 Fax:

Quote Summary

Program Length 60 Months
TOTAL COST \$61,020.00
ESTIMATED TOTAL W/ TAX \$61,020.00

Discount Summary

Average Savings Per Year \$7,758.40
TOTAL SAVINGS \$38,792.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	\$2,051.86	\$0.00	\$2,051.86
Dec 2025	\$999.14	\$0.00	\$999.14
Jun 2026	\$9,746.41	\$0.00	\$9,746.41
Dec 2026	\$4,745.84	\$0.00	\$4,745.84
Jun 2027	\$9,746.41	\$0.00	\$9,746.41
Dec 2027	\$4,745.84	\$0.00	\$4,745.84
Jun 2028	\$9,746.41	\$0.00	\$9,746.41
Dec 2028	\$4,745.84	\$0.00	\$4,745.84
Jun 2029	\$9,746.41	\$0.00	\$9,746.41
Dec 2029	\$4,745.84	\$0.00	\$4,745.84
Total	\$61,020.00	\$0.00	\$61,020.00

Quote Unbundled Price: \$99,812.00
 Quote List Price: \$69,698.00
 Quote Subtotal: \$61,020.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00022	BUNDLE - TASER10 CERTIFICATION PRO	10	60	\$158.52	\$108.33	\$101.70	\$61,020.00	\$0.00	\$61,020.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$61,020.00	\$0.00	\$61,020.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	10	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/01/2025
BUNDL E -TASER 10 CERTIFICATION PRO	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	100	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTHAMERICA	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	06/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	06/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	12/02/2027
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	12/02/2027
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	12/02/2027
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	12/02/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	06/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	06/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	10	07/01/2025	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/01/2025	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	10	07/01/2025	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	10	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	10
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	1	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	1	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	06/01/2026	06/30/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	06/01/2026	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	201 S Union St	Delphi	IN	46923-1531	USA
2	201 S Union St	Delphi	IN	46923-1531	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Items - Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Taser Items - Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$2,051.86	\$0.00	\$2,051.86
Total				\$2,051.86	\$0.00	\$2,051.86

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Items - Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
VR Items - Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$999.14	\$0.00	\$999.14
Total				\$999.14	\$0.00	\$999.14

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Items - Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Taser Items - Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$9,746.41	\$0.00	\$9,746.41
Total				\$9,746.41	\$0.00	\$9,746.41

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Items - Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
VR Items - Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$4,745.84	\$0.00	\$4,745.84
Total				\$4,745.84	\$0.00	\$4,745.84

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Items - Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Taser Items - Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$9,746.41	\$0.00	\$9,746.41
Total				\$9,746.41	\$0.00	\$9,746.41

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Items - Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
VR Items - Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$4,745.84	\$0.00	\$4,745.84
Total				\$4,745.84	\$0.00	\$4,745.84

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Items - Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Taser Items - Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$9,746.41	\$0.00	\$9,746.41
Total				\$9,746.41	\$0.00	\$9,746.41

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Items - Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
VR Items - Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$4,745.84	\$0.00	\$4,745.84
Total				\$4,745.84	\$0.00	\$4,745.84

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Taser Items - Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Taser Items - Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$9,746.41	\$0.00	\$9,746.41
Total				\$9,746.41	\$0.00	\$9,746.41

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Items - Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
VR Items - Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	\$4,745.84	\$0.00	\$4,745.84
Total				\$4,745.84	\$0.00	\$4,745.84

Attachment 2
Morning Heights Cemetery Update for Common Council

ORDINANCE NO. 2025-__
ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR
MORNING HEIGHTS CEMETERY AND TRANSFERRING GOVERNANCE OF MORNING HEIGHTS CEMETARY
TO BOARD OF PUBLIC WORKS AND SAFETY

WHEREAS, Morning Heights Cemetery is the municipal cemetery owned and operated by the City of Delphi, Indiana;

WHEREAS, the City of Delphi has purchased an additional two (2) acres that serve as a new section of Morning Heights Cemetery;

WHEREAS, Indiana Code § 23-14-65, *et seq.* provides that the Common Council of the City of Delphi, Indiana has the power to govern Morning Heights Cemetery as the Cemetery Board and to establish all necessary rules and regulations for the management of Morning Heights Cemetery;

WHEREAS, the Common Council has reviewed the current ordinances for the cemetery in Title IX, Chapter 98 entitled "CEMETERIES", of the Code of Ordinances for the City of Delphi and determined it is in the best interest of the City to repeal and restate Chapter 98, which includes new and revised rules and regulations for the cemetery as well as a revised fee schedule to ensure the proper maintenance of Morning Heights Cemetery;

WHEREAS, the Common Council desires to authorize the Mayor to sign and execute deeds to burial plots in Morning Heights Cemetery and to sign and execute deeds, declarations of deed, and other necessary documents with respect to acquiring real estate for cemetery purposes;

WHEREAS, the Common Council has the authority to transfer control the role of Cemetery Board and governance of Morning Heights Cemetery to the Board of Public Works and Safety pursuant to Indiana Code § 23-14-65-9;

WHEREAS, the Common Council proposes to transfer the role of Cemetery Board and governance of Morning Heights Cemetery to the Board of Public Works and Safety in order to improve the efficiency of managing Morning Heights Cemetery;

WHEREAS, pursuant to Indiana Code § 23-14-65-13, the Common Council set the proposed transfer of management and control of Morning Heights Cemetery for public hearing on _____, 2025 and ordered the Clerk-Treasurer to publish notice of the hearing in the Carroll Comet once a week for two (2) weeks prior to the hearing date; and

WHEREAS, at least five (5) days have passed since the public hearing was held on _____, 2025, and upon consideration of the views of lot owners and taxpayers expressed at the hearing, the

Attachment 2
Morning Heights Cemetery Update for Common Council

Common Council intends to proceed with transferring the role of Cemetery Board and governance of Morning Heights Cemetery to the Board of Public Works and Safety;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Delphi, Indiana that:

Section 1: Title IX, entitled GENERAL REGULATIONS, Chapter 98, entitled CEMETERIES is hereby repealed and restated as in Exhibit A attached hereto.

Section 2: The Common Council hereby authorizes the Mayor of the City of Delphi, Indiana to sign and execute deeds to burial plots in Morning Heights Cemetery and to sign and execute deeds, declarations of deeds, and other necessary documents with respect to acquiring real estate for cemetery purposes. Furthermore, the Clerk-Treasurer is authorized to attest to the Mayor signing such documents.

Section 3. The role of Cemetery Board and governance of Morning Heights Cemetery is hereby transferred from the Common Council to the Board of Public Works and Safety.

Section 4. If any section, sentence, or provision of this ordinance or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other parts of this ordinance which can be given effect without the invalid part, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall be in full force and effect upon adoption by the Common Council and approval by the Mayor.

Passed and adopted by a majority of the Common Council of the City of Delphi, Indiana, this ____ day of _____ 2025.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, this ____ day of _____ 2025.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

Attachment 2
Morning Heights Cemetery Update for Common Council

EXHIBIT A
CHAPTER 98 CITY CEMETERIES (as restated)

§ 98.01 DESIGNATION OF CITY CEMETERY.

Morning Heights Cemetery is designated as the city cemetery.

§ 98.02 CEMETERY BOARD.

The Board of Public Works and Safety is hereby appointed to act as the Cemetery Board for Morning Heights Cemetery. At least once every ten (10) years, the Common Council shall review the status of the control and maintenance of Morning Heights Cemetery.

§ 98.03 POWERS AND DUTIES OF CEMETERY BOARD.

- (A) The Cemetery Board shall supervise, maintain, and operate the Morning Heights Cemetery in accordance with the applicable statutes.
- (B) The Cemetery Board shall have the power to make all necessary rules and regulations for the management of Morning Heights Cemetery, to determine the rates to charge the users of the cemetery, to sell burial plots, and to exercise all other powers and authority provided under IC 23-14-65, *et seq.*, as may be revised from time to time.
- (C) All cemetery charges and fees shall be fixed by ordinance of the Common Council upon recommendation of the Cemetery Board.
- (D) The Cemetery Board shall award contracts in accordance with IC 5-16-1 and IC 5-17-1, as may be revised from time to time.
- (E) The Cemetery Board shall prepare an annual budget for the cemetery in the same manner as other offices and departments of the City of Delphi.
- (F) During January of each year, the Cemetery Board shall provide the Common Council with a financial report that provides information on the financial condition of the Cemetery Board, the business done by the Cemetery Board during the previous year, and a statement showing the receipts and expenditures of the Cemetery Board for the year.
- (G) The Cemetery Board may not expend funds without prior appropriation by the Common Council. If the revenues of the Cemetery Board are not sufficient to meet the current operating expenses and amounts to be paid for the purchase of cemetery lands or other property, the deficiency in the revenues may be resolved through an appropriation from the general fund of the City of Delphi.

§ 98.04 PERMANENT CEMETERY MAINTENANCE FUND.

- (A) The Permanent Cemetery Maintenance Fund is hereby established for the perpetual maintenance of Morning Heights Cemetery.
- (B) Thirty percent (30%) of the proceeds from the sale of cemetery lots shall be transferred to the Permanent Cemetery Maintenance Fund. Such transfers shall be performed on at least a quarterly basis by the Office of the Clerk-Treasurer.

Attachment 2

Morning Heights Cemetery Update for Common Council

- (C) The income from the Permanent Cemetery Maintenance Fund shall remain in the fund except that income derived from this fund and its accretions may be used, in whole or in part, as part of operating the cemetery if the revenue from the sale of lots and other income from Morning Heights Cemetery becomes insufficient to meet the expenses of maintaining the cemetery.
- (D) Undesignated gifts, donations, bequests or devises of money or of real or personal property made by individuals to the city for use in maintaining and operating Morning Heights Cemetery shall be placed in the Permanent Cemetery Maintenance Fund.
- (E) Any gift, donation, bequest or devise of money or of real or personal property given to the city or for the purpose of maintaining a particular plot or section and any income therefrom shall be used only for the upkeep and maintenance of that particular cemetery plot or section.

§ 98.05 PURCHASE AND FEES.

- (A) Sale of Plots. The Clerk-Treasurer shall manage the sale of burial plots, documents of title, and transfers. It is the duty of the Clerk-Treasurer to maintain a listing of all sales of cemetery plots and documents of title issued by the City of Delphi.
 - (1) All fees must be paid fully to the Clerk-Treasurer in advance of reserving the burial plot or interment.
 - (2) Upon payment in full of a burial plot, the Clerk-Treasurer shall prepare a deed to a specific burial plot in the name specified by the purchaser. The legal owner of any burial plot is the person named on the deed.
 - (3) The deed shall be signed in the presence of a notary by the Mayor or the Mayor's designated representative and attested to by the Clerk-Treasurer. The Clerk-Treasurer shall deliver the original deed to the purchaser within 30 days of the date of purchase.
- (B) Transfer of Plots.
 - (1) A plot owner may transfer the plot to individual. No plot owner shall be permitted to sell or transfer any unused burial plot to any third-party entity.
 - (2) Requests to transfer a plot may be submitted in person or in writing to the Clerk-Treasurer along with a copy of the original deed, proof of identification of the original plot owner, and proof of identification of the transferee. Upon approval of the transfer, the Clerk-Treasurer shall prepare a new deed to the new owner as provided in this section.
 - (3) In the event that an original plot owner wishes to release the plot, he or she shall present a written request setting out the section, number, and location of the plot as well as proof of legal ownership of the burial lot to the Clerk-Treasurer. Upon submission of the written request and proof of legal ownership, the Clerk-Treasurer shall purchase that plot for the original purchase price only. This plot will be transferred by deed to Morning Heights Cemetery.
- (C) Fees. The fee schedule purchasing or transferring a burial plot in Morning Heights Cemetery is as follows:

Purchase of Burial Plot	\$500 each
Ownership Transfer	\$35 per deed

Attachment 2
Morning Heights Cemetery Update for Common Council

§ 98.06 USE OF BURIAL PLOTS.

- (A) Authorized Use of Burial Plots. The legal owner may authorize the use of a burial plot for a deceased person if that authorization is in writing, accompanied by proof of ownership of the plot, and delivered to the Clerk-Treasurer.
- (B) Pauper Burials.
- (1) Individuals dying while residing in the City of Delphi without leaving: money, real or personal property, other assets that may be liquidated, other means necessary to defray burial expenses, or without a child with the means or assets to provide financial support for the individual's burial pursuant to the provisions of IC 31-16-17-1(2), shall be eligible for pauper burial in Morning Heights Cemetery.
 - (2) Before interment of the decedent, the decedent's next of kin or personal representative of the decedent's estate shall submit written proof of inability to pay for burial space to the Clerk-Treasurer.
 - (3) The City reserves the right to either open a decedent's estate pursuant to the provisions of IC 29-1-7-4, or any statute amendatory therefore or supplemental thereto, for the purpose of filing a claim against the estate of the decedent should it be determined that the decedent had sufficient assets to pay for the burial space.
- (C) Unused Plots.
- (1) Without interment by the legal owner or other deceased person which interment was authorized by the legal owner or release of the plot to Morning Heights Cemetery, the burial plot shall remain unused indefinitely.
 - (2) Upon the death of the legal owner, a burial plot not used or transferred under the probate process may be transferred by the original owner's legal representative only as provided in this section.

§ 98.07 HEADSTONES AND MONUMENTS.

- (A) Installation of Permanent Headstones and Monuments.
- (1) The foundation shall be 4 inches around all sides of the headstone or monument to be installed and shall be at least 34 inches deep.
 - (2) Foundations and monuments shall be installed only by a monument company authorized by the Cemetery Board. The authorized monument company shall have worker's compensation insurance and general liability insurance certificates on file with the Clerk-Treasurer.
 - (3) It is the responsibility of the company installing the foundation and monument to meet the standard of performance for work of this nature in the industry, as well as the requirements of this section.
 - (4) The Cemetery Board has the right to reject the installation of a foundation or a monument that is not properly installed and to require the foundation or monument be removed and installed correctly. Costs of the removal of foundation or monument, as well as the costs of reinstallation, are the responsibility of the person, firm, or corporation installing the foundation or monument or the person hiring the work done.

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Morning Heights Cemetery Update for Common Council

- (B) Restrictions. If any headstone, monument, or other structure whatever, or any inscription placed upon any plot, which shall be determined to be offensive, improper, or injurious to the appearance of the surrounding plots or grounds, the Cemetery Board shall have the right to authorize cemetery personnel to enter upon such plot and remove the said offensive or improper object or objects.

§ 98.08 GROUNDS REGULATIONS.

The grounds of Morning Heights Cemetery are sacredly devoted to the interment of the human dead. It is with this purpose that the following rules and regulations are established for the grounds of Morning Height Cemetery. These rules and regulations may be added to or modified at the discretion of the Cemetery Board.

- (A) No person shall operate a vehicle within the cemetery grounds at a speed in excess of any speed limit posted within Morning Heights Cemetery or in excess of ten (10) miles per hour if there is no posted speed limit.
- (B) No person shall permit a dog or other pet to run loose within the cemetery grounds.
- (C) No person shall leave animal waste on the cemetery grounds.
- (D) No person shall use or be under the influence of alcoholic beverages or illegal drugs of any kind within the Morning Heights Cemetery Grounds.
- (E) No person shall leave any trash, debris, or other waste materials on the cemetery grounds.
- (F) No person shall dig at the grave site or plant trees, shrubs, flowers, or any other growing thing. All plantings made in violation of this rule will be removed and the plot will be reseeded as necessary without notice.
- (G) No one shall be in Morning Heights Cemetery after dark.
- (H) It shall be unlawful for any person to desecrate any grave or cemetery property by reason of destruction of property or other act of vandalism.

§ 98.09 CEMETERY MAINTENANCE.

All cemetery maintenance within the boundaries of Morning Heights Cemetery including, but not limited to, ground repair, installing proper facilities for furnishing lighting, and mowing of grass, shall be performed by authorized city personnel or by contract awarded by the Cemetery Board and approved by the Common Council.

§ 98.10 CEMETERY SECTIONS.

The Cemetery Board is authorized to designate sections of the cemetery grounds for specific purposes.

§ 98.11 EXPANSION OF CEMETERY GROUNDS.

- (A) Purchase of Property. The Cemetery Board may purchase on behalf of the City of Delphi any other property for cemetery purposes that is located within five (5) miles from the corporate limits of the city. The property may be adjoining or located conveniently near Morning Heights Cemetery.
- (B) Eminent Domain. The Cemetery Board may exercise the power of eminent domain within the boundaries of the city and also outside the city, within a distance of five (5) miles from the

Attachment 2
Morning Heights Cemetery Update for Common Council

corporate limits of the city. The Cemetery Board must proceed in accordance with the statutes applying to municipalities when exercising the power of eminent domain.

(C) When the Cemetery Board acquires property for cemetery purposes, the Cemetery Board must prepare a Declaration of Deed and record the Declaration of Deed along with the survey and plat prior to selling any burial plots in the acquired property.

(1) The Declaration of Deed shall be signed in the presence of a notary by the Mayor or the Mayor's designee and attested by the Clerk-Treasurer.

§ 98.99 PENALTY.

Any person who shall violate or fail to comply with the provisions of this chapter, or who shall counsel, aid or abet any such violation or failure to comply shall be deemed guilty of an offense and shall be punished by a fine as set in the Ordinance Violations Bureau Schedule of Ordinance Violations. Any violation of this chapter not listed in the Schedule of Ordinance Violations shall be punished by a fine not to exceed the statutory limits for ordinance violations. Each occurrence of a violation shall constitute a separate offense.

DRAFT - FOR REFERENCE ONLY

MORNING HEIGHTS CEMETERY
Update for Common Council, March 3, 2025

CURRENT STATUS

- Under Indiana law, the Common Council is the default Cemetery Board for Morning Heights Cemetery.
- The current ordinances for Morning Heights Cemetery are codified in Chapter 98 of the Code of Ordinances for Delphi. (Attached as **Attachment 1** for reference)
- Before the City can begin selling plots in the new section of Morning Heights Cemetery, the City needs to record the Dedication of Deed (DOD) with plat showing cemetery plots dedicating the plat for cemetery use

WHAT THE COMMON COUNCIL CAN DO AS ACTING CEMETERY BOARD

- The Common Council can set a new cemetery fee schedule by ordinance.
 - Can set cost of burial plots as well as charge a fee for transferring plots to new owners, with exceptions for related parties
 - Maintenance Fees
 - Private cemeteries typically charge a separate perpetual care fee, but cities are not required to charge a separate fee. (In reviewing a sampling of fee schedules for other small Indiana cities, there was not a separate maintenance fee presented.)
 - Indiana law allows up to 50% of proceeds from the sale of burial plots to be set aside in a permanent maintenance fund for maintaining the cemetery.
- The Common Council can set requirements and restrictions on the sale / transfer of burial plots.
 - This can include prohibiting sales to third-parties and restricting transfers to individuals.
 - Can require cash sales for burial plots (no payment plan)
- The Common Council can set requirements for headstones / monuments, including, but not limited to, minimum foundation specifications, restricting installation to authorized monument companies, authorizing removal of improper or offensive headstones / monuments.
- The Common Council can establish conditions for pauper burials in Morning Heights Cemetery such as requiring proof from local agencies, the decedent's next of kin, or personal representative of decedent's estate of inability to pay.
- The Common Council can decide to contract services such as cemetery maintenance pursuant to Indiana law on municipalities awarding contracts, or the Council can continue to use the Street Department for maintenance
- The Common Council may transfer the role of Cemetery Board and governance of the cemetery to another body permitted under IC 23-14-65, *et seq.* This has to be done by ordinance with public hearing.

RECOMMENDATIONS

- Transfer the role of Cemetery Board and governance of Morning Heights Cemetery to the Board of Public Works and Safety (BOW) for the following reasons:
 - BOW is an existing board with general administrative oversight authority
 - BOW meets more frequently than the Common Council
 - BOW is a smaller board that serves at the pleasure of the Mayor, which simplifies filling vacancies and has less risk of turnover due to election cycles
 - BOW does not have additional statutory requirements (e.g. term limits, plot ownership) imposed on other types of bodies that can serve as Cemetery Boards under IC 23-14-65, *et seq.*
- Fee Schedule:
 - Start with a flat fee for burial plots and consider if other fees are needed in the future for other types of plots (e.g., infant burial plots, niches for cremains).
 - If the Common Council decides to not have a separate perpetual maintenance fee, determine a percentage of the proceeds from the sale of plots to be set aside in a perpetual maintenance fund. Perhaps start at 25-30% to determine if that provides sufficient funding to cover maintenance expenses.
 - Charge a small fee for processing plot transfers and issuing new deeds.
- Create a “Perpetual Maintenance Fund” to receive funds for maintenance of the cemetery, even though there is an expense line item under the Parks Dept.
- Set basic rules and regulations for the cemetery that will help in maintaining the cemetery grounds.
- Set general roles and duties of the Cemetery Board based on the powers and authority of the Cemetery Board under IC 23-14-65, *et seq.* (E.g., creating an annual cemetery budget, submitting fee schedule updates to Common Council to adopt by ordinance, etc.)
- Give Mayor and Clerk-Treasurer signing authority on burial plot deeds and real estate documents (e.g., Declaration of Deed) related to Morning Heights Cemetery so that the City can get the required real estate documents recorded and begin selling plots in the new section.
- Since most of the above needs to be done by ordinance, prepare and adopt a single, comprehensive ordinance that repeals the existing Chapter 98 in the Code of Ordinances and restates Chapter 98, which will include the updated fee schedule, basic rules and regulations, general roles and duties of the Cemetery Board, etc.
 - Have this same ordinance also authorize the signing authority of the Mayor and Clerk-Treasurer and transfer the role of Cemetery Board from the Common Council to the BOW.
 - A mock-up ordinance is attached as **Attachment 2** for **reference only and is not a proposed ordinance for consideration by the Common Council.**

PROCEDURAL REQUIREMENTS FOR TRANSFERRING ROLE OF CEMETERY BOARD

- The Common Council will need to set a public hearing on the proposed transfer. Notice will need to be published once a week for 2 weeks prior to the hearing date. Then, at least 5 days after the hearing, the Common Council can adopt the ordinance to transfer the Cemetery Board. (See IC 23-14-65-13)

Attachment 1
Morning Heights Cemetery Update for Common Council
Chapter 98 Cemeteries Excerpt from 2025 Edition of Delphi Code of Ordinances

(Ord. 4-81, passed 6-15-81)

§ 97.99 PENALTY.

Any person who shall violate or fail to comply with the provisions of this chapter, or who shall counsel, aid or abet any such violation or failure to comply shall be deemed guilty of an offense and shall be punished by a fine as set in the Ordinance Violations Bureau Schedule of Ordinance Violations. Any violation of this chapter not listed in the Schedule of Ordinance Violations shall be punished by a fine not to exceed the statutory limits for ordinance violations. Each occurrence of a violation shall constitute a separate offense.

(Ord. 4-81, passed 6-15-81; Am. Ord. 2020-4, passed 11-2-2020)

Statutory reference: Penalty, see IC 36-1-3-8(a)(10)

CHAPTER 98: CEMETERIES

Section

- 98.01 Designation of cemetery
- 98.02 City to operate
- 98.03 Grave charge
- 98.04 Desecration of graves; vandalism
- 98.99 Penalty

§ 98.01 DESIGNATION OF CEMETERY.

Morning Heights Cemetery is designated as the city cemetery.

('63 Code, § 17-20)

§ 98.02 CITY TO OPERATE.

The city shall supervise, maintain and operate the Morning Heights Cemetery in accordance with the statutes applicable and shall enact such rules and regulations as are necessary for its proper care and operation.

('63 Code, § 17-21)

§ 98.03 GRAVE CHARGE.

The cost of a grave shall be \$8.

('63 Code, § 17-22)

§ 98.04 DESECRATION OF GRAVES; VANDALISM.

It shall be unlawful for any person to desecrate any grave or cemetery property by reason of destruction of property or other act of vandalism.

('63 Code, § 17-23)

§ 98.99 PENALTY.

Any person who shall violate or fail to comply with the provisions of this chapter, or who shall counsel, aid or abet any such violation or failure to comply shall be deemed guilty of an offense and shall be punished by a fine as set in the Ordinance Violations Bureau Schedule of Ordinance Violations. Any violation of this chapter not listed in the Schedule of Ordinance Violations shall be punished by a fine not to exceed the statutory limits for ordinance violations. Each occurrence of a violation shall constitute a separate offense.

('63 Code, § 17-24; Am. Ord. 2020-4, passed 11-2-2020)

ORDINANCE NO. 2025-2
ORDINANCE TO ESTABLISH A CUMULATIVE CAPITAL DEVELOPMENT FUND
Under Indiana Code 36-9-15.5, *et seq.*

WHEREAS, Indiana Code 36-9-15.5, *et seq.* provides for the establishment of a Municipal Cumulative Capital Development Fund; and

WHEREAS, said fund may be used for all purposes as set out in Indiana Code 36-9-15.5, *et seq.*; and

WHEREAS, the City of Delphi, Indiana finds that such a fund is necessary and prudent for the financial well-being of the municipality;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Delphi, Indiana that:

SECTION 1. A Cumulative Capital Development Fund is hereby established as Fund 2391 for all purposes as set out in Indiana Code 36-9-15.5, *et seq.*

SECTION 2. An ad valorem property tax levy will be imposed and the revenues from the levy will be retained in the City of Delphi Cumulative Capital Development Fund.

SECTION 3. Pursuant to Indiana Code 36-9-15.5-6, the proposed fund will not exceed \$0.0167 on each \$100 of assessed valuation for taxes payable in 2026; \$0.0333 on each \$100 of assessed valuation for taxes payable in 2027; \$0.05 on each \$100 of assessed valuation for taxes payable in 2028 and thereafter, continuing until reduced or rescinded.

SECTION 4. A certified copy of this ordinance shall be submitted to the Department of Local Government Finance (DLGF) of the State of Indiana as provided by law. The tax rate for this Fund is subject to certification by the DLGF, and this fund shall take effect upon approval by the DLGF.

SECTION 5. Severability. If any section, sentence or provision of the ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 6. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Delphi and approval by the Mayor and after all statutory procedures are followed.

Passed and adopted by a majority of the Common Council of the City of Delphi, Indiana, this 7th day of April, 2025.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, this 7thday of April, 2025.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

CITY OF DELPHI
ESTABLISHMENT OF CUMULATIVE CAPITAL DEVELOPMENT FUND
TIMETABLE AND CHECKLIST

<u>DATE</u>	<u>ACTION</u>	<u>RESPONSIBLE PARTY</u>	<u>STATUS</u>
Monday, April 7, 2025	Common Council Meeting of the City of Delphi to introduce and conduct First Reading of Ordinance Establishing the Cumulative Capital Development Fund for the City of Delphi	City	
Wednesday, April 16, 2025	Forward Notice to Taxpayers regarding May 5, 2025 Public Hearing for publication in the <i>Carroll County Comet</i> two (2) times (7 days apart) on April 23, 2025 and April 30, 2025. <i>(For public hearings, I.C. 5-3-1-2(f) requires notice to be published two times, at least one week apart, with the second publication made <u>at least three days</u> before the date of the hearing)</i>	Clerk-Treasurer	
Wednesday, April 23, 2025	First publication of Notice to Taxpayers in the <i>Carroll County Comet</i> . <i>(For public hearings, I.C. 5-3-1-2(f) requires notice to be published two times, at least one week apart, with the second publication made <u>at least three days</u> before the date of the hearing)</i>	Comet	
Wednesday, April 30, 2025	Second publication of Notice to Taxpayers in the <i>Carroll County Comet</i> . <i>(For public hearings, I.C. 5-3-1-2(f) requires notice to be published two times, at least one week apart, with the second publication made <u>at least three days</u> before the date of the hearing)</i>	Comet	
Monday, May 5, 2025	Common Council meeting to: (i) conduct public hearing on proposed Establishment; (ii) consider Ordinance (2 nd & 3 rd Readings with final adoption). <i>(I.C. 6-1.1.41-3(a)(2))</i>	City	

Wednesday, May 7, 2025	Forward Notice of Adoption of Ordinance Establishing Cumulative Capital Development Fund to the <i>Carroll County Comet</i> for publication one (1) time on May 14, 2025. <i>(I.C. 6.1.1-41-3(e) & I.C. 5-3-1-2(i) – Publication one (1) time within 30 days after public hearing)</i>	Clerk-Treasurer	
Wednesday, May 14, 2025	Publication of Notice of Adoption in the <i>Carroll County Comet</i> . <i>(I.C. 6.1.1-41-3(e) & I.C. 5-3-1-2(i) – Publication one (1) time within 30 days after public hearing; Remonstrance period expires 30 days after the Notice of Adoption publication – I.C. 6-1.1-41.6)</i>	Comet	
Monday, May 19, 2025	Submit Procedure Checklist and Adopted Ordinance to DLGF (<i>electronically via email to City’s Budget Field Representative</i>).	Clerk-Treasurer	
Friday, June 13, 2025	Last day for objection to proposal. <i>(Not later than noon 30 days after the publication of the Notice of Adoption and at least 25 taxpayers in the City to file with County Auditor – I.C. 6-1.1-41-6)</i> <i>(If no objection, DLGF shall approve, disapprove, or modify the proposal to the County Auditor and the property tax may be levied and must be advertised annually as other tax levies are advertised – I.C. 6-1.1-41)</i> <i>(If an objection is properly and timely filed, then the DLGF shall set a date for a hearing and the DLGF shall either approve, disapprove, or modify the proposal – I.C. 6-1.1-41-7)</i>	County Auditor, DLGF	
Monday, June 16, 2025	Submit Certificate of No Remonstrance to Carroll County Auditor for execution.	Clerk-Treasurer, County Auditor	
Tuesday, June 17, 2025	Submit the executed copy of the Certificate of No Remonstrance to DLGF (<i>electronically via e-mail to City’s Budget Field Representative</i>).	Clerk-Treasurer	
Tuesday, June 24, 2025	Follow-up with DLGF regarding Order approving Proposal to Establish Cumulative Capital Development Fund Rate	Clerk-Treasurer	

RESOLUTION 2025 – 4

A Resolution Approving Transfer of Additional Funds

WHEREAS, the Department of Local Government and Finance allows that any taxing unit can transfer unobligated cash balances from any fiscal year (excluding debt service and other dedicated funds) to the Rainy Day Fund pursuant to an ordinance or resolution that authorizes and identifies the amount, which cannot exceed 10% of the taxing unit's total annual budget for that fiscal year;

WHEREAS, 10% of the City of Delphi's total annual budget for 2025 is \$369,600.80;

NOW, WHEREFORE, be it resolved by the Common Council of the City of Delphi, Carroll County, Indiana that the Clerk-Treasurer is authorized to transfer funds as follows:

FROM: GENERAL FUND TO: RAINY Day \$369,600.80

Section 1. This Resolution supersedes any other inconsistent rules, regulations, or resolutions of the City, and shall be in full force and effect after its adoption and approval by the Mayor.

Resolved by the Common Council of the City of Delphi, Indiana this 7th day of April, 2025.

Passage by a Majority of the Common Council:

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved/Vetoed by me, the Mayor on this 7th day of April, 2025.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF DELPHI, INDIANA
AND
TOWN OF CAMDEN, INDIANA
CONCERNING THE CITIZEN GUN SAFETY COURSE**

Pursuant to IC 36-1-7-1, *et seq.*, this Interlocal Agreement (“Agreement”) is entered into by and between the Common Council of the City of Delphi, Indiana (“City”) and the Town Council of the Town of Camden, Indiana (“Town”). The City and Town are hereinafter collectively referred to as (“Parties”).

RECITALS

WHEREAS, the City has received a grant to establish and administer a free firearms safety course for citizens of Carroll County, Indiana (“Citizen Gun Safety Course”);

WHEREAS, the Citizen Gun Safety Course shall consist of classroom instruction and hands-on training at a local shooting range;

WHEREAS, the Town owns a shooting range located at 520 W Cemetery St, Camden, Indiana 46917 (“Camden Range”);

WHEREAS, the City and Town agree to administer the hands-on training at the Camden Range; and

NOW, THEREFORE, in consideration of the mutual obligations herein contained, the Parties hereby agree as follows:

SECTION I. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF PARTIES

- 1.1. Purpose of Agreement.** The purpose of this Agreement is to establish the basic expectations of the Citizen Gun Safety Course and the responsibilities of the Parties in administering the course.
- 1.2. City’s Responsibilities.** The City, through the Delphi Police Department, is responsible for establishing and administering the Citizen Gun Safety Course. The City is responsible for scheduling the course and will notify the Town of proposed course dates prior to administering the course to ensure availability of the Camden Range.
- 1.3. Town’s Responsibilities.** The Town is responsible for making the Camden Range available for the Citizen Gun Safety Course during the agreed upon date and time of hands-on training session, and to ensure that it is a suitable venue for the Citizen Gun Safety Course.

SECTION II. ADMINISTRATION OF CITIZEN GUN SAFETY COURSE

- 2.1. Purpose of Course.** The purpose of the Citizen Gun Safety Course is to help reduce firearm trauma and prevent firearm injuries in Carroll County through a free firearms safety course offered to the residents of Carroll County.

- 2.2. Course Format.** The Citizen Gun Safety Course shall consist of a one (1) hour classroom session and a one (1) hour of hands-on training on safe and proper firearms handling and shooting.
- 2.3. Course Location.** The classroom session will be held at the Delphi City Building, 201 S Union St, Delphi, Indiana 46923. The hands-on training session will be held at the Camden Range.
- 2.4. Course Fees.** The Citizen Gun Safety Course will be offered free of charge to participants.
- 2.5. Course Instructors.** The instructors for the Citizen Gun Safety Course shall be as follows:
- (a) *Scott Wealing*, CEO of Briggs Core Dynamics, PSID 2509-9001-3999-F, who will serve as the primary instructor responsible for demonstrating safe and proper firearms handling and shooting; and
 - (b) *Sergeant Alex Parkinson* of the Delphi Police Department, PSID 2605-4588-9154-F, who will serve as the course safety officer responsible for monitoring the class for rule or safety violations.
- 2.6. Course Participants.** Participants will submit an application to the Delphi Police Department and must consent to a criminal background check. Participants must not have a felony or domestic battery conviction in order to attend the course.
- 2.7. Class Size.** The Citizen Gun Safety Course will be limited to a maximum of ten (10) participants.
- 2.8. Course Rules.** Participants will be required to comply with the following course rules:
- (a) Participants must sign a liability waiver.
 - (b) Participants must provide their own firearm, holster, and 50 rounds of ammunition.
 - (c) Participants must submit their firearm and ammunition to the course instructors for inspection prior to participating in the course.
 - (d) No loaded firearms at any time until instructed by a course instructor.
 - (e) Participants must not be under the influence of any alcohol or drugs at any time during the course.
 - (f) Participants shall follow all instructions given by the course instructors at all times and may be subject to removal at any time for noncompliance.
- 2.9. Safety Brief.** Course instructors shall provide the following safety brief to all participants:
- (a) Treat all firearms as if they are loaded.
 - (b) Keep the firearm pointed in a safe direction at all times.
 - (c) Keep your finger off the trigger until you are ready to shoot.
 - (d) Be certain of your target and what is behind it.

SECTION III. GENERAL PROVISIONS

3.1. Hold Harmless and Indemnification.

3.1.1. City. The City shall indemnify and hold the Town harmless from any claim of personal injury or property damage including attorney fees resulting from negligence of the City, its employees or agents under this Agreement. In the event that the Town, its employees or agents were also negligent, then the City is relieved of its obligation to defend Town, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the City and Town.

3.1.2. Town. The Town shall indemnify and hold the City harmless from any claim for personal injury or property damage including attorney fees resulting from negligence of the Town, its employees or agents under this Agreement. In the event that the City, its employees or agents were also negligent, then the Town is relieved of its obligation to defend the City, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the Town and City.

3.2. Term.

3.2.1. Duration. This Agreement shall be in full force and effect from the time of the execution and approval of this Agreement by the Parties and shall end December 31, 2025, subject to earlier termination provided herein. This Agreement automatically renew annually for successive periods of one calendar year, subject to earlier termination provided herein.

3.2.2. Termination. This Agreement may be terminated at the end of the initial term or any renewal term by written notice from either party to the other party delivered not later than October 31 of the then current term.

3.3. Notices. All notices and correspondence to the respective Parties shall be sent to or delivered to the following locations:

<u>City</u>	<u>Town</u>
Mayor	Camden Town Council
City of Delphi	c/o Clerk-Treasurer of Town of Camden
201 S Union St	PO Box 47
Delphi, IN 46923	153 W Main St
	Camden, IN 46917

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

3.4. Severability. In the event any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

3.5. Assignment. This Agreement is not assignable by either party.

3.6. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

3.7. **Recording of Agreement.** This Agreement shall be recorded in the Office of the Carroll County Recorder and within sixty (60) days of recording, the Agreement shall be filed with the State Board of Accounts pursuant to IC 36-1-7-6.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, have executed this Agreement on the respective dates shown below.

Dated: _____, 2025

Dated: _____, 2025

Town of Camden, Indiana

Camden Town Council

City of Delphi, Indiana

City of Delphi Common Council

Mark Schock, President

Spencer Kingery, President Pro Tempore

Brent Deel, Vice President

Cody Nelson

Andy Robison

Denny Myers

Attest:

Erin Jubril

Jeff Sieber, Clerk-Treasurer

Doyle Moore

Kamron Yates, Mayor and Presiding Officer

Attest:

Julie Price, Clerk-Treasurer

***This instrument prepared by Amber Morgan, Attorney at Law
Robeson Law, LLC – 38 S Center St, Flora, IN 46929 – (574) 967-4958***

RESOLUTION NO. 2025-5

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DELPHI, INDIANA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELPHI AND THE TOWN OF CAMDEN CONCERNING THE CITIZEN GUN SAFETY COURSE

WHEREAS, the City of Delphi ("City") has received a grant to establish and administer a free firearms safety course for citizens of Carroll County, Indiana ("Citizen Gun Safety Course");

WHEREAS, the Citizen Gun Safety Course shall consist of classroom instruction and hands-on training at a local shooting range;

WHEREAS, the Town of Camden ("Town") owns a shooting range located at 520 W Cemetery St, Camden, Indiana 46917 ("Camden Range");

WHEREAS, the City wishes to enter into an Interlocal Agreement with the Town to use the Camden Range for administering the hands-on training portion of the Citizen Gun Safety Course; and

WHEREAS, Indiana Code § 36-1-7, *et seq.*, permits interlocal agreements by and between governmental entities.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Delphi, Indiana that:

Section 1. The form of the Interlocal Agreement between the City of Delphi and the Town of Camden concerning the Citizen Gun Safety Course, a copy of which Agreement is attached hereto as **Exhibit A** and incorporated herein, is in all things approved.

Section 2. Pursuant to Indiana Code § 36-1-7-6, the full-executed Interlocal Agreement shall be recorded in the Office of the Carroll County Recorder and a copy thereof shall be filed with the State Board of Accounts within sixty (60) days of the Agreement taking effect.

Adopted by the Common Council of the City of Delphi, Indiana on this 7th day of April, 2025.

Passage by a Majority of the Common Council:

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

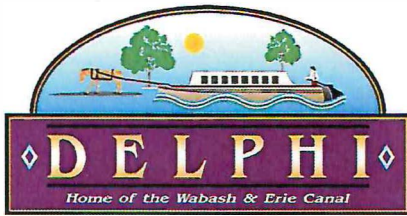
Approved / Vetoed by me, the Mayor, on this 7th day of April, 2025.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

EXHIBIT A

**Interlocal Agreement
Between
City of Delphi, Indiana
and
Town of Camden, Indiana
Concerning the Citizen Gun Safety Course**



CITY OF Delphi
POLICE DEPARTMENT

201 S. UNION STREET
DELPHI, INDIANA 46923
PHONE 765-564-2097
DISPATCH 765-564-2345

KAMRON YATES
MAYOR

COLIN DECKARD
SERGEANT

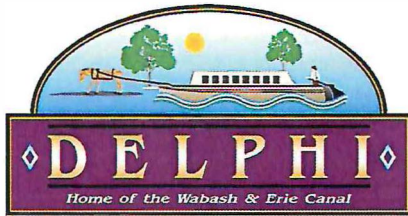
ALEX PARKINSON
SERGEANT

To the Mayor and Common Council, of the City of Delphi,

This letter is to request a review of the current sitting policy, on the Police Department's overtime. As you may know, officers with the Delphi Police Department works 12-hour rotating shifts. This means officers work a total of 84 hours, in a 2-week pay period, or a total of 168 hours in a 28-day period. We are currently set up under the "171-hour rule", when it comes to overtime. This rule, pertains to Indiana Administrative code (IAC) Section 31 IAC 5-7-8. With this rule in place, we work 171 hours, before overtime takes effect, meaning the first (3) three hours we work over 168 hours are "straight pay," without any overtime benefits.

Upon reviewing this statute, it appears that this is an option an appointing authority "may" elect, to establish work periods and compensate overtime eligible employees in accordance with 29 U.S.C. 207(k) and 29 CFR Part 553 Subpart C, in lieu of section 2 of this rule. This "rule" is an exemption governing authorities have for law enforcement and fire personnel to bypass the three hours over 168-hour mark, as overtime.

Having this rule in place, has proven to be a burden on the Clerk's office, when having to compute work times and determining when overtime takes place, effectively making their job more difficult. This also takes away from opportunities to compensate time or receive a little extra pay for the officers, who dedicate themselves to the city. Having spoken to a neighboring agency, they as well noticed the cons this rule had their department, and having since repealed the rule. This has also proven to add additional issues for our agency, with trying to modernize they way we handle timecards.



CITY OF Delphi
POLICE DEPARTMENT

201 S. UNION STREET
DELPHI, INDIANA 46923
PHONE 765-564-2097
DISPATCH 765-564-2345

KAMRON YATES
MAYOR

COLIN DECKARD
SERGEANT

ALEX PARKINSON
SERGEANT

After researching ordinances, the city's personnel policy manual, and the police department's policies, I was unable to locate any documentation or adoption of this rule. Per the statute, for this rule to be active there would have to have been, prior written approval of the director and state budget agency.

For the aforementioned information, I am requesting this rule be reviewed and considered to be removed. I appreciate your time and dedication to the city and its employees.

Sincerely,

Sgt. Colin Deckard #132



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