



## Delphi Common Council Agenda

**Date/Time: Monday July 07, 2025 @ 6:00 P.M.**  
**Location: Delphi City Building 201 S. Union St. Delphi IN**

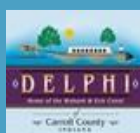
**Live streamed on Delphi Indiana YouTube Channel**  
**<http://www.youtube.com/@delphiindiana491>**

- 1. Calling to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call Clerk Price**
- 4. Meeting Minutes**
  - a. Monday June 2, 2025*
- 5. Department Head Reports**
- 6. Other Business**
  - a. Allowing Chickens in Delphi – Jacob Crist*
- 7. Unfinished Business**
- 8. New Business**
  - a. Contract for Services – Boundary Survey on the City Delphi Tract on Deer Creek Dr. with Parcel ID No. 8-06-29-013-009.000-007*
  - b. City of Delphi Permitting and Inspection Services*
  - c. Proposed Ordinance 2025-08 Approving Corrected Appropriation*
  - d. Proposed Ordinance 2025-09 Amending Chapter 35 of Delphi Code of Ordinances*
  - e. Proposed Ordinance 2025-10 Amending Sec. 31.02 Parks and Recreation Board*
  - f. Proposed Resolution 2025-08 Transfer of Funds*
  - g. Proposed Resolution 2025-09 Closing City Court Bank Account & Transfer of Funds*
- 9. Future Business & Announcements**
- 10. Miscellaneous Business**
  - a. Board Comments*
  - b. Clerk Treasurer Price*
  - c. Public Comments*
  - d. Adjournment*

The City of Delphi acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretive service, alternative audio/visual devices, and amanuenses) for participation in or access to City-sponsored public programs, services, and/or meetings, the City asks that individuals make requests for these services at least forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, please contact the City at (765) 564-

2097

**\*Agenda Subject to Change\***



Common Council Meeting– June 2, 2025  
2<sup>nd</sup> 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. The members present were: Kamron Yates, Denny Myers, Spencer Kingery, Cody Nelson, and Erin Jubril. Doyle Moore was absent.

The minutes for May 5, 2025 council meeting were presented for approval. There were no additions or corrections. No discussion for the minutes. Department Head reports were sent to the council prior to the meeting for review. Motion to incorporate the reports into the minutes made by Denny Myers. With no objection, the reports were accepted and approved. Motion to approve the minutes made by Cody Nelson seconded by Denny Myers. Motion carried and passed. (4-0)

Other Business:

Mayor Yates asked clerk/treasurer Price to inform the council about the cumulative capital development fund and the progress of the establishment. Clerk/treasurer Price stated that with an advertising error from the newspaper, that there would be time constraints to start the process from the beginning so that the city would follow all state guidelines for the establishment per the public access requirements. The city would need to document it as a failed establishment and try again in 2026 if they choose to do so.

Mayor Yates presented the proposed Delphi Redevelopment taxing units to the council. There are no new additions or subtractions to the taxing units.

Ross Hagan from Baker Tilly presented the preliminary SB1 impact estimates report to the council which will take place within the next 2-3 years with the city consideration of petitioning the county for taxation. The impact should be in full effect by 2028. Spencer Kingery asked about cutoff dates and stated that in preparation for the SB1, he would encourage the public to ask questions and present them to council.

Unfinished Business:

Proposed Ordinance 2025-4 Transferring Governance of Morning Heights cemetery to the BOW was presented for approval on second reading. Motion to approve the ordinance was made by Spencer Kingery, seconded by Cody Nelson. Motion carried and passed. (4-0)

Proposed Ordinance 2025-4 was presented for approval on third and final reading. Motion to approve the ordinance made by Erin Jubril, seconded by Denny Myers. Motion carried and passed. (4-0)

Proposed Ordinance 2025-5 Amending Fee for Purchase of Burial Plots in Morning Heights cemetery was presented for approval on second reading. Spencer Kingery suggested that the fee schedule be \$1200.00

per plot. Motion to approve the ordinance on second reading made by Erin Jubril, seconded by Spencer Kingery. Motion to approve the ordinance on second reading carried and passed. (4-0)

Proposed Ordinance 2025-5 was presented for approval on third and final reading to include amending the fees to \$1200.00 made by Spencer Kingery, seconded by Denny Myers. Motion carried and passed. (4-0)

#### New Business:

Proposed Ordinance 2025- 6 Approving Additional Appropriation for the Delphi Tri-Township Fire protection territory was presented for approval on the first reading. Motion to approve the ordinance on first reading made by Cody Nelson, seconded by Spencer Kingery. Motion carried and passed. (4-0)

Motion to suspend the rules for second and third readings on night of introduction made by Spencer Kingery, seconded by Cody Nelson. Motion carried and passed. (4-0)

Proposed Ordinance 2025-6 presented for approval on second reading. Motion to approve the ordinance on second reading made by Denny Myers, seconded by Cody Nelson. Motion carried and passed. (4-0)

Proposed Ordinance 2025-6 presented for approval on third and final reading. Motion to approve the ordinance made by Spencer Kingery, seconded by Cody Nelson. Motion carried and passed. (4-0)

Proposed Ordinance 2025-7 Establishing the CCMG Fund #2442 was presented for approval on the first reading. Mayor Yates asked Clerk/treasurer Price to explain the purpose of the fund establishment. Clerk/treasurer Price stated that the SBOA requires that grants should have their own fund so that monies deposited and earmarked for projects could be easily tracked for payments. Motion to approve ordinance on first reading made by Spencer Kingery, seconded by Cody Nelson. Motion carried and passed. (4-0) Motion to suspend the rules on the night of introduction for Ordinance 2025-7 made by Spencer Kingery, seconded by Erin Jubril. Motion carried and passed. (4-0)

Proposed Ordinance 2025-7 presented for approval on second reading. Motion to approve second reading made by Spencer Kingery, seconded by Denny Myers. Motion carried and passed. (4-0)

Proposed Ordinance 2025-7 presented for approval on third and final reading. Motion to approve on third and final reading made by Spencer Kingery, seconded by Cody Nelson. Motion carried and passed. (4-0)

Proposed Resolution 2025-7 Transfer of Appropriations presented for approval. Mayor Yates asked if there were any questions or comments. There being no questions or comments, motion to approve the resolution made by Denny Myers, seconded by Cody Nelson. Motion carried and passed. (4-0)

#### Future Business and Announcements

Mayor Yates stated that there have been several complaints about pet owners not cleaning up after pets especially in the downtown courthouse square area. He asked citizens to be responsible pet owners and clean up after pets.

Mayor Yates asked citizens who are mowing to please be mindful and to mow grass towards property and not out in city streets due to amount of debris that goes in the storm drains and causes issues.

Mayor Yates stated that with summer season upon us and many children out and about, he asked that the citizens to please slow down and drive carefully in city neighborhoods and watch for children who are out playing and riding bikes to avoid potential injury and accidents.

Miscellaneous Business:

Community Development director, Julia Leahy commented that a donation of \$200,000 was made to the city for the Riley park from the Bauman family. The money will be used for enhancements to the park for all to enjoy.

Mayor Yates asked the council to consider the possibility of new chairs for the council chambers. The current ones have a lot of wear and he asked for thoughts on upgrading the current ones. Council was neither opposed or objected to the idea.

Board Comments:

Cody Nelson stated that there has been a lot of trash from the Bowen Estates project that needs to be addressed and taken care of by the project manager and developer so that we can avoid excess trash and debris on other property owners yards.

Cody Nelson stated that he has asked for excess product from the Bowen Estates to fill in holes on his property from the project. Nothing he uses will be for a monetary purpose and there is no money exchange, it is simply to fill in holes. He just wanted public knowledge that it would be left over product solely for the purpose of filling in holes.

Mayor Yates stated that the council needs to set workshop dates for budgeting. The council voted to meet June 16<sup>th</sup> at 6:00 pm after the BOW meeting for the first workshop to discuss budget. The second date set will be July 7<sup>th</sup> immediately following the council meeting.

Clerk Comments:

Clerk-Treasurer Price stated that the city now has about 60 golf carts that have been registered from the start of the Ordinance allowing them within city limits. She stated that there are still several that have not renewed and letters were sent out to those owners requesting they renew or the possibility of having privileges revoked could potentially happen for expired registrations or not following the guidelines per the ordinance.

Public Comments:

Jacob Grist requested to be added to the docket to consider having chickens within city limits.

Adjournment

Without objection and no other business or comments, the motion to adjourn Common council was made by Erin Jubril, seconded by Cody Nelson. Motion carried and passed. (4-0) Meeting was adjourned at 7:03 p.m.

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Mayor Kamron Yates

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Julie Price, Attest

## **Community Development Report JUNE 2025 – Julia Leahy**

Permits/Planning - Several discussions regarding permits of various types this month.

In-ground pool - 1

Above-ground pool - 1

Fence permit reviews - 2

Deck permit inquiries– 2

Food Truck permit – 1

Ice cream cart (pending) – 1

Re-zone issues (business to residential) – currently researching this stretch of homes

New electrical (home purchase/gut property)

Temporary used car dealership (former Monical’s location for 20 days)

Sign permit (new business) – 2

Neighborhood complaints (2) – excess junk, fence request, code issues, etc.

### Delphi Main Street

DMS board met for their monthly board meeting on June 9 with several business owners/guests. They continue to work tirelessly for several upcoming events including Do It In Delphi (3<sup>rd</sup> Saturdays), July 4 fireworks, and 170<sup>th</sup> annual Old Settlers celebrations. Project discussion regarding Women in Business month coming up in October (Laura Greene/Julie Holder)

DMS kicked off the “Video Series” project finished up on June 27 with 2 businesses stating they ‘have never been busier’! Other businesses have loved the extra foot traffic while many of our followers on social media have loved seeing these behind the scenes videos each week.

The first Do It In Delphi Market Day had 28 vendors on June 21 plus one food truck. We have 33 vendors committed, so far, for the July 19 market. Kyle Remaly, Market Coordinator, has secured live music for the next 3 Markets to perform in the gazebo.

July 4<sup>th</sup> fireworks show has 3 sponsors; Mann Chevrolet, Carroll-White REMC, and the Blue Moose

**Major Gift Secured for Riley Park Project** – I’ve been working for the last several weeks to secure an amazing gift of \$200,000 that will directly benefit Riley Park. Please reference the press release on May 30.

### OTHER

Monthly radio guest – WIL0 Frankfort 6/18

Women in Economic Development w/IEDA – luncheon and tour of downtown Wabash 6/12

OCRA/Main Street Community Exchange in Warsaw – 6/12 (special event) and 6/13 sessions

Monthly meeting with Rachel, Delphi Opera House Director (event planning/communication)

KIRPC Transportation Meeting

Hispanic Heritage Festival planning meeting

5K Planning with Parks Board and Family Health Clinic

Site visit with Fred Glynn, Executive Director of OCRA

Bicentennial Park meeting with stakeholders

Grant research for downtown mural and playground equipment

Monday, July 6, 2025

**Re: Police Report for June 2025**

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

Police and Code Enforcement Report:

Police Department:

- Arrests: 12
- Calls for Service: 450
- Incident reports: 34
- Vehicle Stops: 71
- Written warnings: 61
- Crash reports: 3
- Infraction arrests: 21
- Misdemeanor arrests: 9

Code Enforcement:

17 closed cases

32 cases opened this month

- 8 trash debris and rubbish. 4 closed.
- 4 inoperable vehicles. 0 closed.
- 20 tall grass. 13 closed.

New officer hired:

Bethany Johnson:

See attached page:

Best Regards,

Stephen L Mullin, Chief of Police

## June 2025 News Releases:

D25-0167

On Sunday, June 1, 2025, 11 am Johnathan Mentel, of Monticello was cited for Operating a motorcycle without a motorcycle endorsement on his license near Trail Head Park on State Road 25. Officer McLeland investigated.

D25-0168

On Sunday, June 1, 2025, at 9 pm Coby Spriggs, 23 of Kokomo, Indiana was cited for Driving while suspended and speeding near the intersection of Main Street on the Hoosier Hartland Highway. Officer Martin investigated.

D25-0171

On Monday, June 9, 2025, at 1245 am Cassie Burge, 33 of Kokomo was arrested for Driving While Suspended with a Prior misdemeanor arrest near the intersection of Us 421 and St Road 18. Burge was cited and released. Officer Hobson investigated.

D25-0172

On Wednesday, May 21, 2025, at approximately 1915 hours Odalis Martinez, 19 of Indianapolis, was arrested for operating a vehicle while never receiving a driver's license and failure to yield near the intersection of Union and Madison Streets. Martinez was cited and released. Officer Martin investigated.

D25-0173

On Wednesday, May 21, 2025, at 7:15 pm, Alicia Huffman, 50 Delphi was cited for Driving While Suspended near the intersection Indiana and East Main Street. Officer Martin investigated.

D25-0178

On Friday, June 13, 2025, at 4 pm Officer Martin investigated a Leaving cene of a property damage accident in the 500 block of North Wilson Street. A red vehicle parked on Wilson Street was struck by a vehicle identified at a white truck that should show damage on its passenger's side. Anyone with information leading to the resolution of this matter is asked to contact Officer Martin at Delphi Police Department, 765-564-2345.

D25-0179

On Friday, June 13, 2025, at 8 pm, Aaron Lord, 32 of Monticello was arrested for Driving While Suspended, and Failure to provide proof of Insurance, near the intersection of Summit and Washington Street. Lord was cited and released. Officer Reef investigated.

D25-0183

On Wednesday, June 18, 2025, at approximately 2149 hours Noah Dombrowsky, 25 of Lafayette, was arrested for driving while suspended with a prior and failure to provide proof of financial responsibility near the intersection of CR 800 West and the Hoosier Heartland Highway. Dombrowski was cited and released. Officer Martin investigated.

D25-0184

On Thursday June 19, 2025, at 1230 am Luis Mar Florentino Reynoso, 30 of Delphi was arrested for Driving while suspended with a prior and Failure to provide proof of financial responsibility near Indiana Packers parking lot on CR 100N. Luis Mar Florentino Reynoso was cited and released, and his vehicle was towed. Officer Reef investigated and assisted Deputy Welk.

D25-0191

On Saturday, June 28, 2025, at 7:00 pm LUIS FERNANDO RENOBATO CASORENA, 21, of Selma N.C. was arrested for Operating a vehicle while never received a driver's License on the Hooser Hartland Highway near the intersection of State Road 218. LUIS FERNANDO RENOBATO CASORENA was cited and released. Officer Jensyn Reef investigated

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# News Release

*Delphi Police welcomes a new officer to the department.*



Bethany A. Johnson, 23 of Warsaw, Indiana accepted a position as Patrolman with the Delphi Police Department.

Johnson is a graduate of Warsaw High School, and of the class 2024-234 of the Indiana Law Enforcement Academy in Plainfield. Additionally, she studied Criminal Justice at Ivy Tech.

Johnson was selected from a pool of candidates required to successfully complete a standard police written testing examination, standard physical agility testing, a lengthy and invasive background investigation, a police applicant polygraph, a police interview board evaluation, standard psychological and medical physical examination required for Indiana police officers.

Johnson has served as a corrections officer, dispatcher and probationary Merit Deputy with the Fulton County Sheriff's Office.

Johnson is expected to bring her unique experience and perspective to serve the Delphi community. She will serve alongside the other well-trained officers of the Delphi Police Department under administration of Sergeants Deckard and Parkinson and the leadership of Chief Steve Mullin.

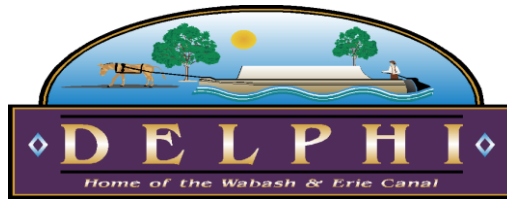
## Delphi PD Officer radio call number assignments & contact information.

### Full-time Officers:

Chief Steve Mullin.....	101
<a href="mailto:chief@cityofdelphi.org">chief@cityofdelphi.org</a>	
Sergeant Colin Deckard.....	132
<a href="mailto:132@cityofdelphi.org">132@cityofdelphi.org</a>	
Sergeant Alex Parkinson .....	127
<a href="mailto:127@cityofdelphi.org">127@cityofdelphi.org</a>	
Officer Justin Wilson.....	120
<a href="mailto:120@cityofdelphi.org">120@cityofdelphi.org</a>	
Officer Clint McLeland.....	134
<a href="mailto:134@cityofdelphi.org">134@cityofdelphi.org</a>	
Officer Jensyn Reef.....	133
<a href="mailto:133@cityofdelphi.org">133@cityofdelphi.org</a>	
Officer Randy Martin.....	137
<a href="mailto:137@cityofdelphi.org">137@cityofdelphi.org</a>	
Officer Adam Hobson.....	136
<a href="mailto:136@cityofdelphi.org">136@cityofdelphi.org</a>	
Officer Bethany Johnson.....	138
<a href="mailto:138@cityofdelphi.org">138@cityofdelphi.org</a>	
Code Enforcement Officer Jazlynn Plunk.....	201
<a href="mailto:code.enforcement@cityofdelphi.org">code.enforcement@cityofdelphi.org</a>	

### Part-time Officers and Chaplin:

Darron Dennis.....	135
Darron Giancola.....	125
Steven Catron.....	172
Kory Banes.....	176
Robert Lucas.....	177
Drew Yoder.....	178
Chaplin Dave Falkenberg	



## **Street & Parks Department June Highlights**

- Removed hazardous street trees
- Cemetery Maintenance, trimmed back fence line
- Old 25 maintenance, cut back shoulders
- Repaired two streetlights on Main St.
- LTAP provided a chainsaw safety class for the employees
- Rebuilt elevator in street sweeper
- Front St. is slowly progressing. The block wall should be completed by the end of next week which would lend the ability to start prep work for curb and walk.
- Rieth Riley started Market St and are laying out the storm line
- The inside of Riley Cabin is getting a makeover. I have the contractor updating the lighting to LED and we will be giving it a fresh coat of paint as well.

City of Delphi Water Works

BOW and Council Meeting

7/7/25

Highlights

- Read meters.
- Sent out 4 each Fluoride and Bacti Samples
- Total Gallons pumped 30.084
- 118 Locate Requests
- 36 Daily Service Calls
- Daily checking of High and continuous consumption users (260 total for the month)
- Daily checking of meter communication alarms (63 total for the month)
- Cleaned and power washed Well buildings and Tank Buildings
- Weekly Mowing and Weed whacking
- Asphalted Utility Cuts
- Cleaned up Storm Debris
- Fixed Tank overflow screens and tank sites
- Annual Nitrate and TTHM and HAA5 samples per IDEM
- Took Annual SOC's Samples per IDEM
- CCR's where mailed and hand delivered
- Everyone attended Chain Saw Training and safety presented by LTAP

Thank you,

Craig A. Myers

Water Superintendent

DELPHI WASTEWATER PLANT  
PROTECTING THE ENVIRONMENT  
2251 N. State Road #25  
DELPHI, IN 46923

PLANT SUPERINTENDENT  
RICHARD W. VANSICKLE  
Phone 765 564-2313  
Email delphiwwwtp@gmail.com

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July 2025

Fuel Consumption (Gallons)

January - 42.4  
February - 39.6  
March - 40.9  
April - 102.6  
May - 22.4  
June - 40.7  
  
YEAR - 288.6

Wastewater Treated (Gallons)

January - 30,932,000  
February - 26,081,000  
March - 28,481,000  
April - 30,245,000  
May - 26,314,000  
June - 26,512,000  
  
YEAR - 166,842,000

Bio – Solids Pressed and Land Applied (Merrell Bros.)  
YEAR –190 Cubic Yards

Chlorine Usage (Pounds)  
YEAR – 4,855

Sulfur Dioxide Usage (Pounds)  
YEAR – 4,103

Sodium Aluminate Usage (Gallons)  
YEAR – 16,348

## HIGHLIGHTS

- 1, Merrell Bros. hauled approximately 180,000 gallons of bio-solids during June.
- 2 The final clarifier project walk through was on 6/11/2025. A small punch list remains.
3. Due to a downed tree, between the treatment plant and Deer Creek, there was a power outage on 6/18/2025. The plant generator ran for approximately 18 hours. We have had the transfer switch checked out due to a back feed issue with Duke Energy. We are also looking into voltage filters to avoid these issues in the future.
4. Related to the outage, 4 blown fuses, protecting the VFD's, were replaced at the Armory Road lift station.
5. Xylem performed the annual maintenance at the State Road #421 lift station on 6/23/2025. One pump was pulled and is in the shop for repairs.



**PROPOSAL FOR SERVICES**

215 Alabama St., Lafayette, IN 47901

Phone: 765-471-8813

Email: Matt@starrlanddesigns.com

**To:**

Julia Leahy  
 201 S. Union St.  
 Delphi, IN 46923

Proposal Date: 06/11/2025

Proposal Number: 25127

RE: Boundary Survey on the City Delphi Tract  
 on Deer Creek Dr. With Parcel ID No. 08-06-  
 29-013-009.000-007.

Service	Scope of Work		Total
	1. Provide a Boundary Survey of the existing City of Delphi tract located on Deer Creek Drive in Delphi, IN. Being 0.50 of an Acre in the Northeast Quarter of Section 29–T25N-R2W Deer Creek Township, Carroll County, IN. Parcel ID # 08-06-29-013-009.000-007.		
	2. Research subject and adjoining property deeds, subdivision plats and surveys.		
	3. Place Monuments at all exterior corners currently not marked by a Monument.		
	4. Provide drawing showing all Monuments found and/or set.		
	5. Record survey at the Carroll County Recorder’s Office.		
<u>Timeframe:</u>	Survey will be completed approximately 6 weeks after given notice to proceed and 20% Deposit.  Weather Dependent		
	<b>- No Deposit Required</b>		
		<b>Estimated Total</b>	<b>\$ 5,037.50</b>

Quotation valid for 30 days.

Quotation prepared by: Matthew C. Holden

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**IMPORTANT NOTE: Agreement for Professional Services is located on Page 2 and our Standard Terms and Conditions are on Page 3 of this Proposal. Please sign all 3 pages of this Proposal and return via email, or postal services before work will be scheduled.**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“AGREEMENT”) is made by and between Starr Associates, LLC (“STARR”) and \_\_\_\_\_ (“CLIENT”).

The services to be performed by STARR pursuant to this Agreement are found under the “Scope of Services” listed on Page 1.

STARR’s rates listed under the “Scope of Services” will go into effect as of the date of this Agreement. Any work considered “Out of Scope” will convert to an hourly rate unless expressly state otherwise.

STARR shall perform its Services pursuant to a schedule mutually agreeable to STARR and CLIENT. CLIENT shall provide STARR with access to the Property as requested by STARR.

STARR will invoice CLIENT upon completion or monthly. Payment is due upon receipt. Interest at the rate of 3% shall accrue monthly on any balance due that is outstanding for 30 days.

STARR requires that CLIENT provide a nonrefundable 20% deposit of STARR’s fee, the deposit is required for work to begin. **This deposit shall be applied to STARR’s last invoice to CLIENT.**

**CLIENT agrees to the Standard Terms and Conditions set forth on the reverse side of this Agreement.**

**In the event that CLIENT fails to timely pay, when due, all sums due STARR pursuant to this AGREEMENT then in addition to such unpaid sums STARR shall be entitled to recover from CLIENT its reasonable attorneys' fees incurred in collecting said unpaid sums and such other costs as Starr may reasonably incur.**

**STARR:**

**CLIENT:**

\_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**STARR ASSOCIATES, LLC  
STANDARD TERMS AND CONDITIONS**

<p><b>SCOPE OF SERVICES</b> Starr Associates, LLC (Starr) shall perform the services defined in the proposal to which these terms apply at the rates stated in the proposal or the attached fee schedule. Unless expressly stated otherwise in the proposal, any estimate of time and materials shall not be considered as a fixed price, but only an estimate. Starr will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated in the proposal. Upon acceptance, this proposal and these terms and conditions shall become the contract.</p>	<p><b>2. RIGHT OF ENTRY</b> Client grants to Starr the right of entry to the project site by its employees, agents, and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. Client also grants to Starr the right to place and maintain signs on the property during construction. If Client does not own the site, Client warrants and represents to Starr that it has the authority and permission of the owner and occupant of the site to grant these rights to Starr.</p>
<p><b>3. STANDARD OF CARE</b> The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Starr makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by Starr to Client. Client agrees to give Starr written notice of any breach or default under this section and to give Starr a reasonable opportunity to cure such breach or default, without the payment of additional fees to Starr, as condition precedent to any claim for damages.</p>	<p><b>4. INSURANCE AND GENERAL LIABILITY</b> Starr maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. Starr has insurance coverage under general liability, property damage, and professional liability, which Starr deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. Starr may provide additional insurance coverage beyond stated limits at the Client's request and expense.</p>
<p><b>5. ALLOCATION OF RISK</b> Client recognizes the very limited benefit Starr will derive from this project compared to that of other parties involved, including the Client, and Client agrees to limit Starr's liability to Client or any other party using or relying on Starr's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in Starr's performance, or other legal theory such that the total aggregate liability of Starr to all those named shall not exceed a maximum limit of \$25,000 or Starr's fee for the services rendered on this project, whichever is less.</p>	<p><b>6. ASSIGNMENT</b> This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this agreement or any reports or information generated as a result of contracted services pursuant to this agreement or any rights, obligations, claims or causes of action arising out of this agreement without written consent of Starr.</p>
<p><b>7. SAFETY</b> Starr's responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with Starr's work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of Starr, nor the presence of Starr's employees or independent contractors shall create any responsibility for any activities on the site, which are performed by personnel other than Starr's employees or subcontractors.</p>	<p><b>8. CONSEQUENTIAL DAMAGES</b> In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.</p>
<p><b>9. FORCE MAJEURE</b> Neither Client nor Starr shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, weather or site conditions considered a risk to employee safety and technical equipment, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.</p>	<p><b>10. OWNERSHIP OF DOCUMENTS</b> Client agrees that all original documents and drawings produced by Starr in accordance with this agreement, except documents which are required to be filed with public agencies, shall remain the property of Starr. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by Starr, and waives liability against Starr for their use. Further, Client agrees to waive any claim against Starr and to indemnify, defend, and hold harmless Starr from any and all claims arising out of any use, not authorized in writing by Starr, of these documents by third parties not related to this agreement.</p>
<p><b>11. NO THIRD PARTY BENEFICIARIES</b> Starr's services are performed for the sole and exclusive benefit of Client. Starr and Client agree that they do not intend any third party to be a beneficiary of the rights and obligations created by this agreement.</p>	<p><b>12. BOUNDARY SURVEYS.</b> If in conducting the research, field-work or analysis of a boundary survey, Starr identifies a material boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the Client and such other interested parties as Client directs will be scheduled. Following that meeting, (1) Client shall pay Starr only for the time and expense incurred to that point, and (2) work on the boundary survey will be suspended until the Client is able to resolve the conflict by agreement or otherwise, at which time a subsequent contract may be executed to complete the suspended boundary survey. During the suspension of the boundary survey the Client may contract with Starr to assist in resolving the conflict in any manner consistent with applicable laws and professional responsibilities.</p>
<p>Signature:</p>	<p>Date:</p>

## **AGREEMENT FOR INSPECTION AND PERMIT REVIEW SERVICES**

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This **CONSULTING SERVICES AGREEMENT** (“**Agreement**”) is made as of the date of final signature below (“**Effective Date**”), by and between **DOUG WAGNER** (“**Consultant**”) and **The City of Delphi, by its Chief Executive, Mayor Kamron Yates (DELPHI)**. Consultant and **DELPHI** are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

### ***Recitals***

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**WHEREAS DELPHI** desires to obtain certain consulting services, which are more fully described below, from an experienced professionals who is qualified to provide the Services; and

**WHEREAS DELPHI** desires to engage **Consultant** to provide the Services, and Consultant desires to provide the Services, all in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, intending to be legally bound, **DELPHI** and **Consultant** each agree as follows:

### ***Agreement***

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In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. ***Engagement.***

- a. The Mayor hereby engages Consultant to render the services of a Consultant under the terms of this Contract, and such other services as may be agreed to in writing by the Mayor and Consultant from time to time.
- b. Consultant hereby accepts the engagement to provide the services of a Consultant to the Mayor on the terms and conditions set forth herein.

2. ***Consulting Services Scope of Work – Permit Review and Property Inspection.***

- a. **Building Official Services.** Consultant will perform building official services as assigned by **DELPHI**. Services provided by Consultant include (but are not limited to):
  - i. Review residential building permit applications for structural compliance with applicable building codes.
  - ii. Provide a written review report of applicable building permit applications.
  - iii. Perform the required building inspections identified in the written report and any others that have been identified to be required.



8. **Notices.** All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective when delivered personally (including delivery by express or courier service) or, if mailed, four (4) business days after being deposited in the United States mail as registered or certified matters, postage prepaid, return receipt requested, addressed as follows or to such other address as either Party may designate by notice to the other Party:

<p>If to DELPHI:</p> <p>City of Delphi          201 S Union Street          Delphi, IN 46923          mayor@cityofdelphi.org          765-564-2097          ATTN: Mayor Kamron Yates</p>	<p>If to Consultant:</p> <p>Doug Wagner</p>
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9. **Relationship of the Parties.** Neither Party shall have, or represent that it has, any authority to bind the other Party, incur any obligations or expenses on the other Party's behalf or act as the agent of the other Party. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between Consultant and DELPHI other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither this Agreement nor the fulfillment of any of the obligations of Consultant or DELPHI hereunder shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the Parties other than as independent contractors.

10. **General Terms.**

- a. **Attorney's Fees** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Contract, the party or parties prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.
- b. **Entire Contract** This Contract, contains the entire understanding and Contract between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral Contracts, representations or warranties between them respecting the subject matter hereof.
- c. **Amendment** This Contract may be amended only by a writing signed by Consultant and by the Mayor.
- d. **Severability** If any term, provision, covenant or condition of this Contract, or the application thereof to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this

Contract and such term, provision, covenant or condition as applied to other persons, places and circumstances will remain in full force and effect.

- e. **Rights Cumulative** The rights and remedies provided by this Contract are cumulative, and the exercise of any right or remedy by either party hereto (or by its successors), whether pursuant to this Contract, to any other Contract, or to law, will not preclude or waive its right to exercise any or all other rights and remedies.
- f. **Nonwaiver** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law will constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Mayor, by an executive officer of the Mayor or other person duly authorized by the Consultant.
- g. **Assignment** This is a contract for personal services and may not be assigned by Consultant without the Mayor's prior written consent.
- h. **Compliance with Law** In connection with services rendered hereunder Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.
- i. **Governing Law** This Contract will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date of final signature below by their respective duly authorized officers.

In agreement of the terms and conditions as set forth above, the parties sign this Contract below on the date written.

***City of Delphi***

***CONSULTANT***

\_\_\_\_\_  
Kamron Yates, Mayor

\_\_\_\_\_  
Doug Wagner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***This instrument prepared by Miriam E. Robeson, Robeson Law, LLC  
38 S Center Street, Flora, Indiana 46929, (574) 967-4958, miriam@robeson-law.com.***

**ORDINANCE NO. 2025-8**

**ORDINANCE TO APPROVE ADDITIONAL APPROPRIATION FOR  
THE DELPHI TRI TOWNSHIP FIRE PROTECTION TERRITORY  
("FIRE PROTECTION TERRITORY")**

**WHEREAS**, the Fire Protection Territory has properly notified the public of its intentions of appropriating additional funds;

**WHEREAS**, the City of Delphi, Indiana (the "City") is the provider unit for the Fire Protection Territory and is responsible for approving the Fire Protection Territory's budget; and

**WHEREAS**, the Common Council is the fiscal body of the City and desires to approve the appropriation of additional funds as described herein.

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

**Section 1.** The Common Council hereby approves Appropriation No: 001432.000 as further described below regarding the additional sum of money to be appropriated to the Special Fire Protection Territory Equipment Replacement Fund, subject to the laws governing the same:

Special Fire Protection Territory Equipment Replacement Fund – DLGF Fund Code 8692, Local Fund Code 2543 in the amount of \$62,178.66 to pay off the remaining outstanding balance of the Fire Territory mortgage relating to the Delphi Tri-Township Fire Territory fire station located at 203 East Main Street, Delphi, Indiana in the amount of \$62,178.66.

**Section 2.** This Ordinance supersedes any other inconsistent rules, regulations, resolutions or Ordinances of the City and shall be in full force and effect after its adoption and approval by the Mayor.

Duly adopted by the following vote of the members of said City of Delphi Common Council this 7<sup>th</sup> day of July, 2025.

Official Vote		Name	Signature
<u>Aye</u>	<u>Nay</u>		
<input type="checkbox"/>	<input type="checkbox"/>	Cody Nelson	
<input type="checkbox"/>	<input type="checkbox"/>	Denny Myers	
<input type="checkbox"/>	<input type="checkbox"/>	Erin Jubril	
<input type="checkbox"/>	<input type="checkbox"/>	Spencer Kingery	
<input type="checkbox"/>	<input type="checkbox"/>	Doyle Moore	

\_\_\_\_\_  
Kamron Yates, Presiding Officer

\_\_\_\_\_  
Attest: Julie Price, Clerk Treasurer

Approved/Vetoed by me, the Major this 7<sup>th</sup> day of July, 2025

\_\_\_\_\_  
Kamron Yates, Mayor

\_\_\_\_\_  
Attest: Julie Price, Clerk Treasurer

**ORDINANCE NO. 2025-09**

**AN ORDINANCE TO AMEND TITLE III, CHAPTER 35 "ORDINANCE VIOLATIONS BUREAU" OF THE CODE OF ORDINANCES FOR THE CITY OF DELPHI, INDIANA**

WHEREAS, the City of Delphi has established an Ordinance Violations Bureau to process violations of ordinances subject to the jurisdiction of the Ordinance Violations Bureau pursuant to § 35.01 of the Code of Ordinances for the City of Delphi (hereafter, "Delphi Code of Ordinances");

WHEREAS, the Common Council of the City of Delphi recognizes that there is a need to clarify the process of enforcement of ordinance violations subject to the jurisdiction of the Ordinance Violations Bureau;

WHEREAS, Indiana Code § 36-1-6-3 *et seq.* provides that City must bring a civil action before a court to enforce an ordinance although certain ordinances may be enforced by a municipal corporation without proceeding in court through either (1) an admission of violation before the violations clerk, or (2) administrative enforcement;

WHEREAS, I.C. § 36-1-6-9(c) authorizes the legislative body of a municipality to adopt an ordinance providing that ordinances that restrict or prohibit actions harmful to the land, air, or water, that govern use of public ways, or that govern the standing or parking of vehicles may be enforced through a proceeding before an administrative body of the municipality;

WHEREAS, the Common Council finds that since the City Court of Delphi is currently inactive due to a vacancy in the office of city judge, establishing an administrative enforcement process will promote efficient disposition of ordinance violations and provide due process for persons alleged to have violated an ordinance

WHEREAS, the Common Council desires to establish an administrative enforcement process for ordinances subject to the Ordinance Violations Bureau that are eligible for administrative enforcement pursuant to I.C. § 36-1-6-9(c);

WHEREAS, the Common Council finds that the Board of Public Works and Safety for the City of Delphi is the most appropriate administrative body of the City to preside over administrative enforcement proceedings; and

WHEREAS, the Common Council desires to amend Title III, Chapter 35 "Ordinance Violations Bureau" to prescribe processes for administrative enforcement and other enforcement proceedings relating to ordinances under the jurisdiction of the Ordinance Violations Bureau.

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

**Section 1.** Title III, Chapter 35 "Ordinance Violations Bureau" of the Delphi Code of Ordinances is hereby amended and shall read as stated in **Exhibit A** attached hereto.

**Section 2.** The ordinances under the jurisdiction of the Ordinance Violations Bureau that may be enforced through administrative enforcement proceedings shall be designated in Chapter 35, § 35.05(A), as amended by Exhibit A attached hereto.

**Section 3.** The Board of Public Works and Safety of the City of Delphi is hereby designated as the administrative body responsible for presiding over administrative enforcement proceedings pursuant to Chapter 35, § 35.05, as amended by Exhibit A attached hereto.

**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 to be severable.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**Passed and adopted by the majority of the Common Council of the City of Delphi, Indiana, this 7<sup>th</sup> day of July, 2025.**

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Kamron Yates, Presiding Officer

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Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 7<sup>th</sup> day of July, 2025.**

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Kamron Yates, Mayor

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Attest: Julie Price, Clerk-Treasurer

**EXHIBIT A**  
**AMENDED CHAPTER 35: ORDINANCE VIOLATIONS BUREAU**

**§ 35.01 ORDINANCE VIOLATIONS BUREAU.**

- (A) There shall be created an Ordinance Violations Bureau pursuant to IC 36-1-6-9 et seq., as amended, for the city.
- (B) The City Clerk-Treasurer is appointed and shall serve as the Violations Clerk, who administers the Bureau.
- (C) The Clerk-Treasurer and her staff, as her agents, shall accept written appearances, waivers of trial, admissions of violations and payment of civil penalties in the amount and for the violations as provided in this code of ordinances and in the schedule set forth in Ordinance 89-5 that is adopted by reference as if fully set forth herein. Said schedule shall be kept on file in the office of the Clerk-Treasurer.

**§ 35.02 ORDINANCE VIOLATIONS SUBJECT TO THIS CHAPTER; PENALTY SCHEDULE.**

The following schedule of ordinances (hereinafter "ORD.") and Delphi Municipal Code (hereinafter "DMC") provisions shall be subject to the jurisdiction of the Ordinance Violation Bureau and the first violations within a calendar year of said ordinances and code provisions shall be subject to the civil penalty set forth herein.

Any subsequent admissions or judgments of a violation of the same ordinance or code provision of one scheduled below within a calendar year shall be subject to \$15.00 as the total civil penalty.

ORDINANCE OR CODE PROVISION	TITLE	CIVIL PENALTY
ORD 50.04	Authorized Containers and Fees	\$20.00
ORD 51.08	Water Turn-Off Fee	\$50.00
ORD 51.09	Delinquent Accounts – Water	\$50.00
ORD 1-80	Two (2) hour parking in certain downtown areas	\$15.00
ORD 1-80	Failure to pay two (2) hour parking ticket within 48 hours	\$30.00
DMC Sec. 18-73	Standing or parking close to a curb	\$15.00
ORD 71.01	Overtime Parking Prohibited	\$15.00
ORD 71.02	Parking Time Limited on Certain Streets	\$15.00
ORD 71.03	Parking Prohibited During Certain Hours on Certain Streets	\$15.00
ORD 71.04	Angle Parking	\$15.00
ORD 71.05	Parking Not to Obstruct Traffic	\$15.00
ORD 71.06	Parking Restricted in Alleys	\$15.00
ORD 71.07	Parking for Certain Purposes Prohibited	\$15.00
ORD 71.08	Obedience to Parking Signs or Markings	\$15.00
ORD 71.09	Truck and Bus Parking Restricted	\$15.00
ORD 71.10	Standing or Parking Prohibited Off Roadway	\$15.00
ORD 71.11	Standing or Parking Prohibited at Alleys	\$15.00
ORD 71.12	Loading Zones	\$15.00
ORD 71.13	Standing in Loading Zone	\$15.00
ORD 71.14	Stopping, Standing, or Parking Restricted or Prohibited on Certain	\$15.00

	Streets	
ORD 71.15	Unlawful to Deface, Injure, or Tamper with Signs	\$15.00
ORD 71.41	Notice of Violation to be Attached to Vehicle	\$15.00
ORD. 90.02	Abatement of Nuisances – 1st Offense	\$25.00
ORD. 90.02	Abatement of Nuisances – 2nd Offense	\$50.00
ORD 50.05	Improper Disposal	\$20.00
ORD 51.14	Prohibited Activities	\$20.00
ORD 51.51	Cross-Connections Prohibited	\$20.00
ORD 51.54	Backflow Preventer Required	\$20.00
ORD 51.64	Mandatory Conservation	\$20.00
ORD 51.65	Rationing	\$20.00
ORD 52.05	Toilet Facilities and Sewer Connections Required	\$20.00
ORD 52.15	Permit Required	\$20.00
ORD 52.17	Separate Connection Required; Exception	\$20.00
ORD 52.2	Prohibited Connections	\$20.00
ORD 52.31	Unpolluted Drainage	\$20.00
ORD 52.32	Wastes and Wastewater	\$20.00
ORD 52.33	Prohibited Substances	\$20.00
ORD 70.027	Interference with Official Traffic-Control Devices	\$20.00
ORD 70.035	Stop and Yield Intersections	\$20.00
ORD 70.045	State Speed Laws Applicable	\$20.00
ORD 70.046	Speed in Alleys	\$20.00
ORD 70.047	Altering State Speed Limits on Certain Street Segments	\$20.00
ORD 70.048	Yield Streets	\$20.00
ORD 70.049	Stop when Traffic Obstructed	\$20.00
ORD 70.05	Drivers in a Procession	\$20.00
ORD 70.051	Permits Required for Parades and Processions	\$20.00
ORD 70.052	Boarding or Alighting from Vehicles	\$20.00
ORD 70.053	Unlawful Riding	\$20.00
ORD 70.054	Driving Upon a Sidewalk	\$20.00
ORD 70.055	Containment of Loads	\$20.00
ORD 70.056	Load Restrictions Upon Vehicles Using Certain Highways	\$20.00
ORD 70.057	Truck Restrictions	\$20.00
ORD 70.058	Unattended Motor Vehicle	\$20.00
ORD 70.059	Clearing Debris from Streets	\$20.00
ORD 70.06	Spinning Wheels	\$20.00
ORD 70.07	Crosswalks	\$20.00
ORD 70.071	Pedestrians' Right-of-Way on Sidewalks	\$20.00
ORD 70.072	Crossing at Right Angles	\$20.00
ORD 71.16	Parking Vehicles Facing Oncoming Traffic	\$15.00
ORD 71.44	Presumption that Owner Parked the Vehicle	\$20.00
ORD 71.45	Summons	\$20.00
ORD 72.01	Use of Coasters, Roller Skates and Similar Devices	\$20.00
ORD 72.15	Effect of Regulations	\$20.00
ORD 72.16	Traffic Regulations Apply to Persons Riding Bicycles	\$20.00
ORD 72.17	Parking	\$20.00
ORD 72.18	Riding on Sidewalk	\$20.00

ORD 72.19	Riding on Roadways and Bicycle Paths	\$20.00
ORD 72.2	Attaching Bicycles to Poles	\$20.00
ORD 72.21	Speed	\$20.00
ORD 72.22	Emerging from Driveway or Alley	\$20.00
ORD 74.02	Traffic Regulations to Apply	\$20.00
ORD 74.03	Off-Road Vehicles Regulated	\$20.00
ORD 74.04	Crossing Street	\$20.00
ORD 74.05	Entering Intersections	\$20.00
ORD 74.06	Prohibited Activities	\$20.00
ORD 74.07	Equipment Required	\$20.00
ORD 74.08	Operator to Remove Key	\$20.00
ORD 74.09	Emergency Operation	\$20.00
ORD 74.1	Animal Rights to be Respected	\$20.00
ORD 74.11	Registration	\$20.00
ORD 91.15	Violation - Penalty	\$20.00
ORD 92.02	Owner Responsibility in General	\$20.00
ORD 92.03	Owner Responsibility for Dangerous or Potentially Dangerous Dog	\$20.00
ORD 92.05	Running at Large; Impoundment	\$20.00
ORD 92.07	Adoption	\$20.00
ORD 92.08	Interference	\$20.00
ORD 92.15	License Required	\$20.00
ORD 92.16	State and Local Tax	\$20.00
ORD 92.17	Term	\$20.00
ORD 92.18	Fee; Fee Waived	\$20.00
ORD 92.3	Unlawful to Injure or Kill	\$20.00
ORD 92.4	Determination of Potentially Dangerous Dog	\$20.00
ORD 92.41	Determination of a Dangerous Dog	\$20.00
ORD 92.42	Exceptions	\$20.00
ORD 92.43	Consequences of a Dangerous Dog or Potentially Dangerous Dog Determination	\$20.00
ORD 92.44	Dangerous Dog and Potentially Dangerous Dog Registration and Handling	\$20.00
ORD 93.01	Loud and Unnecessary Noises	\$20.00
ORD 93.02	Vehicle Warning Signs	\$20.00
ORD 93.03	Radios and Phonographs	\$20.00
ORD 93.04	Screaming and Whistling	\$20.00
ORD 93.05	Loudspeakers and Public Address Systems	\$20.00
ORD 94.02	Weeds to be Removed	\$20.00
ORD 95.01	Conformance Required	\$20.00
ORD 95.02	Permit Required	\$20.00
ORD 95.03	Width and Grade	\$20.00
ORD 95.04	Subgrade	\$20.00
ORD 95.05	Forms	\$20.00
ORD 95.06	Concrete	\$20.00
ORD 95.07	Expansion Joints	\$20.00
ORD 95.08	Placing Concrete	\$20.00
ORD 95.09	Driveways	\$20.00
ORD 95.1	Alley Crossings	\$20.00
ORD 95.11	Inspection and Acceptance	\$20.00

ORD 95.12	Notice to Property Owners	\$20.00
ORD 95.13	Repair of Sidewalk	\$20.00
ORD 95.14	Disposition of Dirt and Old Material	\$20.00
ORD 95.15	Tampering with Grade Stakes	\$20.00
ORD 95.25	Curbs Responsibility of Property Owner	\$20.00
ORD 95.26	Compliance with City Regulations	\$20.00
ORD 95.27	Failure to Maintain	\$20.00
ORD 95.36	Board of Public Works to Administer	\$20.00
ORD 95.37	Permit	\$20.00
ORD 95.38	Restoration Guidelines	\$20.00
ORD 95.39	Violations	\$20.00
ORD 95.7	Standards for Repair or Replacement	\$20.00
ORD 95.74	Violations	\$20.00
ORD 96.01	Inflammable Liquids	\$20.00
ORD 96.02	False Alarms	\$20.00
ORD 96.03	Liquified Petroleum Gases	\$20.00
ORD 97.02	Restrictions	\$20.00
ORD 98.04	Desecration of Graves; Vandalism	\$20.00
ORD 101.02	Unlawful to Jump from Bridge	\$20.00

**§ 35.03 ADMISSIONS; DENIAL & RIGHT TO TRIAL.**

A person charged with an ordinance violation subject to this Chapter may waive their right to trial by entering an admission of the violation with the Violations Clerk. Upon an admission, the Violations Clerk shall assess and receive from said person the monetary amount prescribed above.

In the event a person charged with an ordinance violation elects to exercise the right to trial, the person shall appear before the Violations Clerk and deny the violation or enter a written denial with the Violations Clerk. The Violations Clerk may then take action to have a hearing set for said person as prescribed in § 35.05 and 35.06 of this Chapter.

**§ 35.04 FAILURE TO SATISFY CIVIL PENALTY; FAILURE TO APPEAR BEFORE CLERK.**

If a person (1) fails to satisfy a civil penalty assessed by the Violations Clerk after the person entered an admission of the violation or (2) fails to deny or admit the violation, the Violations Clerk shall report this fact to the City Attorney. The City Attorney may then initiate a proceeding in court to prosecute the failure to satisfy the civil penalty or failure to appear before the Violations Clerk to admit or deny the ordinance violation.

**§ 35.05 ENFORCEMENT OF ORDINANCES THROUGH ADMINISTRATIVE PROCEEDINGS; APPEAL.**

(A) Ordinances Subject to Administrative Proceedings. Pursuant to I.C. 36-1-6-9 as amended from time to time, ordinances listed in the schedule under § 35.02 of this Chapter which may be enforced through an administrative proceeding are as follows unless otherwise provided in this Code of Ordinances:

- a. Ordinances violations pertaining to Chapter 50 of this Code of Ordinances, which restricts or prohibits actions harmful to the land;

- b. Ordinance violations pertaining to Chapters 51 and 52 of this Code of Ordinances, which restrict or prohibit actions harmful to the water;
- c. Ordinance violations pertaining to Chapters 70, 72, 74, and 95 of this Code of Ordinances, which govern the use of public ways; and
- d. Ordinance violations pertaining to Chapter 71 of this Code of Ordinances as well as Ord 1-80 and DMC Sec. 18-73, which govern the standing or parking of vehicles.

(B) Administrative Hearing.

- a. The Board of Public Works and Safety shall be the administrative body of the City responsible for administrative hearings relating to ordinance violations.
- b. Upon a person denying an ordinance violation pursuant to § 35.03, the Violations Clerk shall schedule an administrative hearing before the Board of Public Works and Safety.
- c. The Board of Public Works and Safety shall afford all parties the opportunity to participate in the hearing to the extent necessary for full consideration of all relevant facts and issues.
- d. The City has the burden of proof, and a violation of an ordinance must be proven by a preponderance of the evidence.
- e. At the conclusion of the administrative hearing, the Board of Public Works and Safety shall issue its decision in an administrative order. If the violation is affirmed, the Board of Public Works and Safety may impose a penalty in the amount of the original fine as provided in this Chapter.

(C) Appeal of Administrative Order. A person who receives a penalty imposed by an administrative order issued under this section has sixty (60) days from the date of the order to file an appeal with the Superior Court of Carroll County, Indiana.

**§ 35.06 OTHER ENFORCEMENT ACTIONS.**

- (A) Ordinances not subject to administrative enforcement under § 35.05 may be enforced by proceeding through court.
- (B) Upon a person denying an ordinance violation pursuant to § 35.03, the Violations Clerk shall notify the City Attorney that a court proceeding must be initiated in the court having jurisdiction over the ordinance matter.
- (C) The City Attorney shall initiate the court proceeding, and the person denying the ordinance violation shall be served with a summons to appear before the court.

**ORDINANCE NO. 2025-10**  
**ORDINANCE AMENDING § 31.02 “PARKS AND RECREATION BOARD” OF THE CODE OF ORDINANCES FOR**  
**THE CITY OF DELPHI, INDIANA**

WHEREAS, the City of Delphi has established a Parks and Recreation Board consisting of four (4) members appointed by the Mayor;

WHEREAS, the current Parks and Recreation Board recommends that the number of board members should be increased to five (5) to avoid ties when voting;

WHEREAS, Indiana Code § 36-10-3-4 *et seq.* enables a third-class city to pass and adopt an ordinance which provides for one (1) or two (2) additional ex officio board members and to establish requirements for ex officio members, including but not limited to appointments and filling vacancies;

WHEREAS, the Common Council of the City of Delphi desires to amend § 31.02 “PARKS AND RECREATION BOARD” of the Delphi Code of Ordinances to add an ex officio board member position thereby increasing the total board members to five (5) and to establish requirements for ex officio members pursuant to I.C. § 36-10-3-4 *et seq.*

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

**Section 1:** Subsection (B) of § 31.02 “PARKS AND RECREATION BOARD” under Title III, Chapter 31 of the Code of Ordinances is hereby amended and shall read as stated in **Exhibit A** attached hereto. This ordinance shall not amend any other subsections under § 31.02 in any way.

**Section 2.** 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 3.** 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 7th day of July 2025.**

\_\_\_\_\_  
Kamron Yates, Presiding Officer

\_\_\_\_\_  
Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 7th day of July 2025.**

\_\_\_\_\_  
Kamron Yates, Mayor

\_\_\_\_\_  
Attest: Julie Price, Clerk-Treasurer

**EXHIBIT A**

**AMENDED SUBSECTION (B) OF § 31.02 PARKS AND RECREATION BOARD**

**Amended:**

**§ 31.02 PARKS AND RECRATION BOARD.**

(B)

- (1) Park Authority. Authority over the public parks shall be vested in the Board of Parks and Recreation which is created and comprised of four members appointed by the city executive. **In addition, there shall be appointed one (1) ex officio member to such board, who shall be appointed by either (1) the school board selecting from current school board members or residents of the school corporation or (2) the public library board selecting from current library board members or residents of the library district. The appointed ex officio member shall have the same rights as board members appointed by the city executive.** No member may also serve on the City Council. All members must be qualified by an interest in and knowledge of the social and educational value of recreation. The members serve without compensation. **The term of an ex officio member who also serves as a member of the school board or public library board shall be co-extensive with the term of his or her office.** The members shall be appointed for four-year terms from January 1 of the year of their appointment or until their successors are appointed. The initial terms of Board members, however, are as follows:
  - (a) One for a term of one year.
  - (b) One for a term of two years.
  - (c) One for a term of three years.
  - (d) One for a term of four years.
- (2) Vacancy. A vacancy **in a position appointed by the city executive** shall be filled by the city executive for the remainder of the unexpired term. **A vacancy in the ex officio position shall be filled by the appointing authority responsible for appointing the prior serving ex officio member for the remainder of the unexpired term.**

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**Original included as reference only:**

**§ 31.02 PARKS AND RECREATION BOARD.**

(B)

- (1) Park Authority. Authority over the public parks shall be vested in the Board of Parks and Recreation which is created and comprised of four members appointed by the city executive. No member may also serve on the City Council. All members must be qualified by an interest in and knowledge of the social and educational value of recreation. The members serve without compensation. The members shall be appointed for four-year terms from January 1 of the year of their appointment or until their successors are appointed. The initial terms of Board members, however, are as follows:
  - (a) One for a term of one year.
  - (b) One for a term of two years.
  - (c) One for a term of three years.
  - (d) One for a term of four years.
- (2) Vacancy. A vacancy shall be filled by the city executive for the remainder of the unexpired term.

RESOLUTION 2025-08

A RESOLUTION TO TRANSFER APPROPRIATIONS

WHEREAS, the Common Council of the City of Delphi has approved the following amounts will be transferred:

8604 Special Fire Protection Territory (General):

**From:**  
**2243001112.000 (Fire Terr-Paid Position)**

**To:**  
**2243001361.000 (Vehicle Maintenance) \$21,464.54**

Resolved by the Common Council of the City of Delphi, Indiana this 7th day of July, 2025.  
Passage by a Majority of the Common Council.

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Kamron Yates, Presiding Officer

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Attest: Julie Price, Clerk Treasurer

Approved/Vetoed by me, the Major this 7<sup>th</sup> day of July, 2025

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Kamron Yates, Mayor

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Attest: Julie Price, Clerk Treasurer

**RESOLUTION NO. 2025-09**

**A RESOLUTION AUTHORIZING CLOSURE OF CITY COURT BANK ACCOUNT AND TRANSFER OF FUNDS**

WHEREAS, due to the current City Court Judge vacancy, the City Court for the City of Delphi, Indiana is inactive;

WHEREAS, the City of Delphi maintains a bank account in which monies for the City Court Fund # 2501 are deposited and which currently has a balance of \$488.43;

WHEREAS, the Clerk-Treasurer has recommended that the City Court bank account should be closed due to inactivity and the funds in City Court bank account should be transferred to the General Operating bank account for the City of Delphi; and

WHEREAS, the Common Council for the City of Delphi desires to formally authorize the Clerk-Treasurer to close the City Court bank account and to authorize the transfer of funds from the City Court bank account to the General Operating bank account.

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

**SECTION 1.** The Clerk-Treasurer is authorized to close the **bank account** associated with the City Court Fund # 2501. Closing said bank account shall not abolish the City Court Fund, which remains valid due to the continuing existence of the Delphi City Court.

**SECTION 2.** The Common Council has approved that the following amount will be transferred:

NAME:

CITY COURT BANK ACCOUNT TO GENERAL OPERATING BANK ACCOUNT                      \$488.43

**SECTION 3.** This Resolution supersedes any other inconsistent rules, regulations, or resolutions for the City and shall be in full force and effect after its adoptions and approval by the Mayor.

RESOLVED by the Common Council of the City of Delphi on this 7th day of July, 2025.

**Passage and adopted by a majority of the Common Council:**

\_\_\_\_\_  
Kamron Yates, Presiding Officer

\_\_\_\_\_  
Attest: Julie Price, Clerk-Treasurer

**Approved/Vetoed by me, the Mayor this 7th day of July, 2025.**

\_\_\_\_\_  
Kamron Yates, Mayor

\_\_\_\_\_  
Attest: Julie Price, Clerk-Treasurer