



Delphi Common Council Agenda

Date/Time: Monday August 3, 2026 @ 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 July 6, 2026*
 - b. Monday July 27, 2026 – Special Meeting*
- 5. Department Head Reports**
- 6. Other Business**
 - a. 2026 Water Loss Audit and Validation Agreement*
 - b. 2026 Oxidation Ditch Rehab – Agreement BFS Signed*
- 7. Unfinished Business**
 - a. Proposed Ordinance 2026-11 Amending the 2026 Wage and Salary Ordinances*
 - b. Proposed Ordinance 2026-12 Authorizing Prepayment of Claims*
- 8. New Business**
 - a. K-9 Officer Policy*
 - b. Proposed Resolution 2026-06 Ratifying and Approving Prior Establishment of The Sewage Capital Improvement Fund (Fund 6204)*
 - c. Proposed Resolution 2026-07 Correcting Resolution 2025-17 to Clarify Authorization of Transfer of Appropriations and Funds*
- 9. Future Business & Announcements**
- 10. Miscellaneous Business**
 - a. Set Budget Workshop Dates*
 - b. Board Comments*
 - c. Clerk Treasurer Price*
 - d. Public Comments*
 - e. 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 ask 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– July 6, 2026
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. The members present were: Kamron Yates, Denny Myers, Dale Seward, and Doyle Moore. Spencer Kingery was present via zoom. Erin Jubril was absent.

The minutes for June 1, 2026 council meeting were presented for approval. There were no additions or corrections. No discussion for the minutes. Motion to approve the minutes as presented made by Denny Myers, seconded by Doyle Moore. With a roll call vote, motion was carried and passed. (4-0)

Department Head reports were submitted for review prior to council meeting. With no objection, they were incorporated into the minutes by consensus.

Other Business:

None

Unfinished Business:

None

New Business:

Proposed Ordinance 2026-11 Amendment to wage and salary ordinance was presented for approval. The ordinance would allow the Code Enforcement salaried to hourly and the Wastewater to add a Foreman position. The foreman position is not a new position; it would be in alignment with water and street wage lines. Dale Seward asked who the foreman is at the Wastewater plant. Mayor Yates stated that Johnny Little would be the Foreman. Motion to approve the ordinance on the first reading made by Spencer Kingery, seconded by Denny Myers. With a roll call vote, motion was carried and passed. (4-0)

Proposed Ordinance 2026-12 Authorizing pre-pay funds was presented for approval. The ordinance would allow the city to pre-pay usual and customary claims to avoid penalties or late fees for late payments awaiting approval by the board. Motion to approve ordinance 2026-12 on the first reading made by Doyle Moore, seconded by Denny Myers. With a roll-call vote, motion was carried and passed. (4-0)

Proposed Resolution 2025-5 Amending Code Enforcement job description was presented for approval. The job description would now include assistance with permitting. Spencer Kingery asked if the amendment was permitting assistance only. Mayor Yates stated that was the only change at this time. Dale Seward commented that he felt the position should be eliminated due to no return on the investment which could be more money for the city. Doyle Moore commented that the position exists to keep properties clean and keep values up. He also asked how the load would be for the DPD to possibly pick up enforcement. Chief Mullin stated that the PD was only able to assist with about 5

violations due to over 500 law enforcement calls just for 1 month. Dale Seward stated he didn't think that 5 calls were too many and there would be no reason they couldn't be handled by the PD. Denny Myers asked if someone was doing the paperwork for the violations. Spencer Kingery stated that the position is warranted and whether the position is necessary or needed is not in the discussion for the current meeting, it is simply to change the job description. Clerk-Treasurer Price stated that the job is not intended as a revenue maker so the concern of return on investment should not apply. Dale Seward stated he agrees but thinks the position should be eliminated. Mayor Yates stated there is a necessity for the position. Motion to approve the resolution made by Spencer Kingery, seconded by Denny Myers. With a roll-call vote, motion was carried and passed. (4-0)

Future Business and Announcements:

None

Miscellaneous Business:

The council set the first budget workshop for July 27th at 6pm. Clerk-Treasurer Price stated that the budget hearing date is set for October 5th at 6:30pm and budget adoption is set for October 19th at 6:30pm to allow for other council business before the hearing and adoption takes place. Both dates are subject to amendments if needed but are preliminary dates for council member calendars. Dates were agreed to by consensus.

Board Comments:

Mayor Yates thanked the Delphi Lion's Club for their sponsorship of the annual 4th of July Parade. He also thanked Delphi Main Street for the fireworks display.

Mayor Yates commented that he spoke to the County Commissioners about the possibility of installing weight limit signage to the Hamilton St. bridge by the Little League park due to the excessive number of heavy trucks using the road to get to the Stone Quarry. The weight restriction will be 10 tons and will go before the board for voting and approval at the July 20th board meeting.

Doyle Moore asked if it would be possible to consider doing the Lord's prayer before council meetings. Miriam Robeson suggested not voting on the matter as a board due to making it council policy. Consideration for his suggestion could be discussed.

Dale Seward asked why the RDC minutes have not been included in council packets per his request. It was stated that the minutes should be able to be viewed on the city website. Clerk-Treasurer Price suggested to council that airport, fire, and BZA minutes could also be put on the website for citizens to access.

Denny Myers commented that Facebook posts on social media are getting ridiculous. He stated that comments are getting out of hand and the city is very transparent because every penny that is spent, decision that is made, and motion that is made is put on the city website. Mayor Yates stated that the recent comments regarding the sidewalks are part of the CCMG project which ties the street projects together and the Paser ratings are what the city goes by along with city engineers to decide which streets and projects should be done. They are not chosen by the Mayor. Dale Seward asked if the Paser reports could be emailed.

Spencer Kingery stated he would be moving into his new home at Bowen Estates and would still be representing district 4.

Clerk Comments:

Clerk-Treasurer Price commented that the new employee city insurance took effect July 1 and the deductibles from the previous insurance will be carried over so that employees do not have to start their deductibles all over until the January 1 restart date.

Public Comments:

Lauren Murfree asked the council if they would consider looking into the Tree of Heaven which is invasive for property and sidewalks and is spreading rapidly. She asked about potential tech support for the street dept. Mayor Yates asked her if she could send email regarding her concerns. She also stated that she would be against having public prayer due to separation of church and state. She stated she is opposed to public prayer during the meeting.

Sharon Milburn asked about opposition of tickets and contesting of violations. How is it handled? Miriam Robeson stated that Judge Hawkins is working with her to take care of outstanding tickets. Sharon stated that the city court has been abolished according to possible paperwork filed in her county office. Dale Seward commented that the city court has been abolished. Miriam would like to meet with Sharon regarding possible documentation to support the claim.

Adjournment

Without objection and no other business or comments, the motion to adjourn Common council was made by Denny Myers, seconded by Spencer Kingery. Motion carried and passed. (4-0) Meeting was adjourned at 7:02 p.m.

Mayor Kamron Yates

Julie Price, Attest

COMMON COUNCIL SPECIAL MEETING

July 27, 2026

2nd Floor, City Building, 201 S. Union St.

Mayor Yates called the meeting to order at 6:00 pm. Those in attendance rose for the pledge of allegiance.

Present were Mayor Yates, Spencer Kingery, Doyle Moore, Dale Seward, and Denny Myers. Erin Jubril was absent.

Mayor Yates opened the 2026 budget workshop stating there would be discussion only with no votes taken. The meeting focused on several items within the General budget.

The budget workshop began with Chief Mullin going over the police budget. Each line item addressed with consideration for cuts/increases.

The council continued with a review of the Clerk, Mayor, MVH, LRS, Airport, and CCMG budget recommendations with cuts to specific line items and additions to other line items. Salary and wage discussion will follow general budget recommendations with council discussing the increase for employees including the elected officials at the next budget workshop.

The council agreed to hold a second workshop August 31st at 5:30pm. Common Council will be meeting to work on and discuss the budget for fire, street, EDIT, and final airport items.

Adjournment

There being no additional business, Dale Seward moved to adjourn, second by Spencer Kingery. Meeting adjourned at 7:42pm. Motion carried and passed. 3-0 with 1 Abstain from Doyle Moore.

Mayor-Kamron Yates

Clerk-Treasurer, Julie Price-Attest

Community Development Report JULY 2026 – Julia Leahy

PERMITS/PLANNING

Residential:

*2 fence

*Oracle Acres – TAC+BZA/PC (August 17 BZA and PC meeting scheduled)

Commercial: 1 Business Signage

Excavation: 0

While we didn't process more than 3 permits this month, we have had 7 inquiries for various reasons (roof replacement, split/vacate property, greenhouse, cell tower, temporary handicap ramp, 2 potential duplex projects)

DELPHI MAIN STREET

OLD SETTLERS WEEK IS NEXT WEEK – Road closures begin on 8/4 at 5:15 p.m.

<u>Thursday 8/6</u>	Carnival hours 5-10 p.m.
Fish Fry 4:30-7:30	Looking for volunteers to help serve
Live Music at 7pm	Samuel Harness (The Voice and American Idol)
<u>Friday 8/7</u>	Carnival hours 5-10 p.m.
Live Music at 7pm	Grace Scott Band
<u>Saturday</u>	Carnival hours 1-10 p.m.
1-4pm	Family day with heritage craft demonstrations, vendors
2pm	Voyageur Drum & Fife Corp. performance
Live Music at 7pm	Brian & Karen Dinger (from Burlington)

DMS has their gaming license and will run a 50/50 raffle each day and will also be selling popcorn. All proceeds will benefit the Delphi K9 fund.

Do It In Delphi – Market on Market-August 15

DMS will have a visit from the state for a pre-accreditation review on August 11 with state main street director, Teresa Camin. Full accreditation visit with the state and national main street set for November

Next Promotions Committee Meeting – August 10 at 6:30 (Board Meeting @5:30)

GRANT APPLICATIONS: (*Results*)

CoBank Sharing Success/CWREMC – Downtown Speaker System + Arts Garden - **\$10,600**

Community Foundation – Community Mural Project **\$2,000**

Indiana Arts Commission – Community Mural Project **\$4,000**

Community Foundation/Impact Grant – SensAbility Playground (City Park) *request \$100,000*
(*results due August 21*)

NCHS Capital Grant Request (portable stage+) request: \$21,000 (results due late Sept.)

Police Report for May 2026

Monday, August 3, 2026

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

Data as of July 30

Police report:

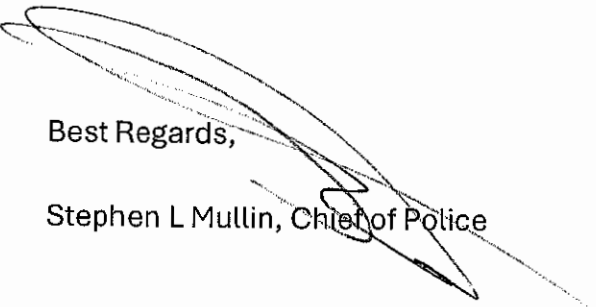
- Calls for service: 419
- Vehicle stops: 147
- Crash reports: 9
- Warnings: 107
- Infractions: 25
- Misdemeanor arrests: 5
- Incident reports 53

Code Enforcement Report:

- Tall grass- 6
- Abatements-2 completed and 1 in progress

Best Regards,

Stephen L Mullin, Chief of Police





Street & Parks Department July Highlights

- Raised crown on Street trees
- Graded alleys
- Cleaned graffiti in Riley & City Park
- Swept Streets
- Sprayed weeds
- Repaired handrail on Boardwalk
- Installed the Story Walk plaques in Riley Park along the walking path.
- The Delphi Girls Softball League has had there new fence installed
- Reith Riley is scheduled to be here the week of August 10th to start the CCMG 2026-1 project

City of Delphi Water Works

BOW and Council Meeting

7/6/26

- Read meters.
- Sent out 4 each Fluoride and Bacti Samples
- Total Gallons pumped TBA
- 54 Locate Requests
- 27 Daily Service Calls
- Daily checking of High and continuous consumption users (69 total for the month)
- Daily checking of meter communication alarms (21 total for the month)
- Peerless Midwest Updates the Well Head Protection Plan per IDEM Requirements
- Cleared Easement from Bradford Drive and IPC Tower
- Weekly mowing and weed trimming
- Replaced Service lines on Market St for CCMG Project
- Vehicle Maintenance
- Drained IPC Tank
- IPC Tank Rehab : Contractor has sand blasted and primed the inside of the tank. Welding repairs have been made. The tent is in place and blasting on the outside has started.

Thank you,

Craig A. Myers

Water Superintendent

DELPHI MUNICIPAL AIRPORT
BOARD OF AVIATION COMMISSIONERS
JULY 9, 2026
MINUTES

The Board of Aviation Commissioners meeting was called to order by President Larry Gruber at 7:00 PM in the Delphi Municipal Airport conference room, July 9, 2026.

Members participating were Larry Gruber, Ethan Beery Jim Yost and Ronda Cassens

Guests were Ken Ross, Doyle Moore, Julie Price and Ed Nagle

APPROVAL OF MINUTE

Ronda Cassens made a motion to approved the minutes of the June meeting as corrected.
And the special board meeting Seconded by Larry Gruber
Approved by consensus of the board

REVIEW FINANCIAL REPORT

The financial reports were reviewed at this time. Julie Price offered an explanation of one of the financial reports.

ENGINEERS REPORT

The engineer report on some options to be included in the master plan
Option #1 offers no change from what we have now. This option was not acceptable to the BOAC.
Option #2 was the general choice of the BOAC. This option was discussed by the board to be included in the master plan.
Option #3 if for a long range plan and was presented for information

Work continues with the FAA concerning payment for the purchase and removal of the old house. At this time it appears that demolition will be sometime in August. The airport has received some comment from the neighbors that the house is somewhat of an eyesore.

A motion was made by Eaton Berry and seconded by Ronda Cassins to sign the task order for the house. Approved by consensus vote

MANAGERS REPORT

4000 gallons of 100LL fuel will be delivered on Friday. In discussions with the suppliers they indicated that the cost fo fuel will increase next week

OLD BUSINESS

At the special meeting n June 29 it was decided to allow Swift Fuels to use the smaller fuel tank for their fuel for certification purposes only. Swift fuel has filled the extra tank with 1265 gallons of swift 100R fuel.

Ethan Beery provided an up date on the porter hangar: "We plan to have the eviction complaint finished and filed with the court before the end of the month. In the complaint, we seek their eviction for the hangar, all unpaid rent due and owing,

attorney's fees and court costs, and an order from the court declaring that any property left in the hangar is abandoned and authorizing the Airport to sell or dispose of all abandoned property. After the complaint is filed and served on the Potters, they will have 30 days to file a response. Their response or lack thereof will determine our next steps" Amber Morgan, Robeson Law Office

Ethan also indicated that the attorney was going to call Potter's and see if possibly we could avoid all the court proceedings.

Ethan presented a proposal from C. C. Skiles Electric, Inc. For the upgrades to the electrical of the hangars.

A motion was made by Ronda Cassens to accept the proposal for electrical upgrades by C. C. Skiles up to \$19,440.00. Seconded by Larry Gruber. Approved by consensus of the board.

NEW BUSINESS

A proposal was received today for commercial property insurance. Julie Price indicated that she would check and see what the city insurer might charge.

A motion was made by Ronda Cassens and seconded by Ethan Beery to pay Commercial Insurance up to \$18,500.00. Approved by consensus of the board

Proposals were received for the inspection and repair of the "T" hangar doors. Discussion of the proposal received from A&L Overhead Doors and MBC roofing concerning pricing was initiated.

A motion was made by Ronda Cassens and seconded by Jime Yost to proceed with MBC Roofing for door inspection and service. Approved by consensus of the board.

OTHER BUSINESS

It was noted that any new lights in the hangars should have explosion proof covers.

There being no further business the meeting was adjourned at 8:38 PM

NEXT MEETING
AUGUST 13, 2026

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

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

August, 2026

Fuel Consumption (Gallons)

January - 68.9
February - 52.4
March - 78.9
April - 47.7
May - 46.1
June - 69.5
July - 83.9

YEAR - 447.4

Wastewater Treated (Gallons)

January - 28,836,000
February - 25,733,000
March - 29,350,000
April - 31,950,000
May - 26,557,000
June - 30,094,000
July - 25,310,000

YEAR - 197,830,000

*All numbers are as of 7/30/26

Bio – Solids Pressed and Land Applied (Merrell Bros.)
YEAR – 520 Cubic Yards

Chlorine Usage (Pounds)
YEAR – 5,014

Sulfur Dioxide Usage (Pounds)
YEAR – 4,856

Sodium Aluminate Usage (Gallons)
YEAR – 20,520

HIGHLIGHTS

1. Merrell Bros. hauled approximately 348,000 gallons of bio-solids, from the plant, during July.
2. The Vactor truck has been in Indianapolis for repairs. We expect to pick it up next week.
3. We received and installed the second Inplant lift station pump on 7/16/26.
4. Both new RAS pumps, and accessories, were installed by Maddox Industrial Group on 7/22/26 and 7/29/26. This allows all three clarifiers to run together.
5. We received our new NPDES Discharge Permit, dated 7/14/26. The effective date is October 1, 2026. The five year permit runs through September 30, 2031.

July 14, 2026

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

**RE: Task Order for:
2026 Water Loss Audit and Validation**

Dear Mayor Yates:

Butler, Fairman & Seufert, Inc. is pleased to submit this proposal to the City of Delphi for providing services to conduct a Water Loss Audit and a Level 1 Validation. These services will satisfy the requirements of IC 8-1-30.8 Section 5 and 6.

Anticipated Scope

BF&S will complete the following tasks:

- Consolidate and review all pertinent information regarding water supplied, water consumed, water lost, and the cost to the utility
- Coordinate with a utility representative to identify potential errors in recorded data
- Complete the water audit within the latest version of the AWWA Water Audit Software.
- Conduct a Level 1 Validation review of the audit including a progress meeting with the utility representative
- Provide a signed Certificate of Level 1 Validation by an Indiana Certified Water Loss Audit Validator

Information and services to be provided by the City of Delphi:

- Supply all relevant supporting documents and necessary information to complete the audit in electronic format including but not limited to volume of water supplied, volume of water consumed, service area schematics, meter testing results, pressure information, operating costs, and retail costs
- Identify a utility representative that will be available to answer questions and supply additional information as needed

July 14, 2026

Schedule

Upon Notification to Proceed and the delivery of supporting documents, it is anticipated that the water loss audit can be completed within 60 days. Upon completion of the water loss audit, it is anticipated that the validation can be completed within 20 days.

Total Estimated Fee

We propose to perform the noted engineering services for conducting a water loss audit and validation on a lump sum basis for an amount of \$12,400.00. Our work will be subject to the terms of the General Services Agreement.

We appreciate the opportunity to continue to work with the City of Delphi on this endeavor. Should there be any questions, please contact the undersigned. Should you find the above noted services acceptable, please approve by signing below.

Sincerely,

BUTLER, FAIRMAN & SEUFERT, INC.

A handwritten signature in black ink, appearing to read "David M. Buck".

David M. Buck P.E.
Vice-President

July 14, 2026

AGREEMENT AND AUTHORIZATION TO PROCEED

Approval Date: _____

**CITY OF DELPHI
BOARD OF PUBLIC WORKS AND SAFETY
2026 WATER LOSS AUDIT AND VALIDATION**

Kamron Yates, Mayor

Spencer Kingery, Member

Paige Smith, Member

Attest:

Julie Price, Clerk-Treasurer

July 14, 2026

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer's Assistant III	\$ 215.00
EA-II	Engineer's Assistant II	\$ 190.00
EA-I	Engineer's Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between

CITY OF DELPHI
201 South Union St.
Delphi, IN 46923

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
500 East 96th Street, Suite 500
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

2026 WWTP Oxidation Ditch Rehabilitation Project

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER** and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

11 South Third Street, Suite 200, Lafayette, Indiana, 47901
500 East 96th Street, Suite 500, Indianapolis, Indiana, 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets and shall have unlimited license for the use of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice for convenience by the **OWNER** or in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been

rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement;

except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

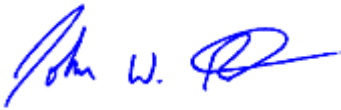
23. **Attorney Fee**

Notwithstanding any term or condition in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 2026.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.
By:



John W. Brand, P.E., Vice President

OWNER:
THE CITY OF DELPHI
By and through the Board of Public Works

Kamron Yates, Mayor

Spencer Kingerly, Member

Paige Smith, Member

Attest: _____
Julie Price, Clerk-Treasurer

Date: _____

APPENDIX “A”

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The City of Delphi has been experiencing operation issues on its existing aeration system in the WWTP Oxidation Ditches. The aeration equipment is in need of replacement and the structures are in need of rehabilitation. The structures were constructed in the early 1990's and have not been able to be taken out of service since commissioning, which has contributed to their current condition as regular maintenance has not been feasible. While the City has installed temporary measures that have kept the plant largely in compliance with IDEM and the NPDES permit, the temporary measures are not sustainable practices. Data trends indicate that limits for Phosphorus have been exceeded in recent months with regularity, and other constituent loadings periodically exceed limits as well.

It is recommended that a permanent equipment replacement solution be determined and implemented to rehabilitate the City's Oxidation Ditches for the continued operation of the City's WWTP. In addition, the effluent gates controlling discharge flow from the Oxidation Ditches to the Clarifier Splitter Structure should be replaced. Though additional operational improvements may be warranted to further improve the system, this scope will only cover addressing the immediate needs for the aeration and flow control in the oxidation ditches.

B. SCOPE OF WORK

Administration

Assist the **OWNER** in administering the project including technical issues, procurement evaluation, and financial/legal coordination. Ensure coordination with stakeholders including City of Delphi Personnel, representatives from major users, Financial Advisor, and individual BF&S Departments.

Water Resources Services

Assist the **OWNER** in procuring equipment proposals from solicited equipment manufacturer's representatives. Review and assist in preparation of equipment installation exhibit drawings, equipment sizing and design calculations, and final equipment selections for the proposed improvements for the benefit of the **OWNER**. Review and incorporate utility coordination, electrical and mechanical system design elements, equipment controls and programming updates, and permitting feedback. Perform QA/QC on final equipment selection. Review with **OWNER** and have **OWNER** approve the final selection.

Coordinate with regulating agency to determine permitting needs. Upon confirmation of needs, provide technical criteria, written descriptions, and design data for **OWNER'S** use in filing applications for permits and/or approvals of governmental authorities having jurisdiction to review and/or approve the final design of the project and assist **OWNER** in consultations with appropriate authorities.

Assist **OWNER** with the investigation of process improvement options including feedback control for aeration equipment speeds to modulate air delivery. Coordinate with equipment

manufacturer on modulation options and features. Assist in the preparation and review of equipment wiring schematics and details.

Procurement Assistance

ENGINEER will assist **OWNER** in procurement of Contracting Services to complete the proposed rehabilitation and equipment installation as designed; method of procurement to be determined during project design.

If determined that a Build Operate Transfer (BOT) Contract should be procured for the work. The following scope will be provided:

ENGINEER will develop a Request for Proposals (RFP) to solicit responses from potential developers for a Build Operate Transfer Program for all phases. Required notices will be published per Indiana Code and a Pre-Response Meeting will be conducted. It is anticipated that a single RFP process will be needed for the program; however, multiple Developers could be selected for Construction Packages within the program.

ENGINEER will develop and implement a selection process that meets the needs of the **OWNER**. The **OWNER** will utilize a Scoring Committee to determine a recommendation for a Developer or Developers based on the RFP responses received.

ENGINEER will assist in answering Scoring Committee questions, help conduct in-person or virtual interviews as needed and provide necessary documentation to communicate the Scoring Committee's recommendation to the **OWNER**.

ENGINEER will assist with management of the overall BOT Program including high-level coordination and financial tracking and will assist in the development of individual Public Private Agreements for Construction Packages as they are identified.

Construction Administration

The **ENGINEER** will assist the **OWNER** as detailed below:

Following the Proposal review and selection Recommendation, issue the Notice of Award, review Contracts, Performance Bonds, Payment Bonds, and Certificate of Insurance, issue the Notice to Proceed, attend the preconstruction conference, review shop drawings, and make recommendations as to changes of the work in progress.

Consult with the **OWNER** concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is allowed by the Bidding Documents.

Observe the work of the Contractor(s) by periodic visits during the active construction period; attend consultations or conferences when requested by the **OWNER**. Such visits and consultations are separate and do not include continuous or resident observation services.

Assist in interpretation of the plans and specifications and review shop drawings and working drawings submitted by the Contractor(s).

Review and evaluate Contractor proposals for contract changes and make recommendations

to the **OWNER** as to acceptance or rejection.

Assist the **OWNER** in verifying the project is suitable upon completion.

Construction Inspection

BF&S will act as the liaison between the Contractor and the **OWNER** on a part-time basis. All Contractor questions will be filtered through BF&S Personnel during the construction phase of the contract. If requested, BF&S also will assist the **OWNER** with responses to public questions and concerns about the project. BF&S will conduct meetings as necessary with prepared agendas. BF&S will generate and distribute meeting summaries. BF&S will review the progress of the work and verify compliance with **OWNER** Standards. A final walkthrough of the project will be completed with the **OWNER** where a punch list will be generated. BF&S will verify that the contractor has completed the punch list prior to final acceptance of the project.

BF&S will consult with the **OWNER** concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

BF&S will assist in interpretation of the plans and specifications and review shop drawings and working drawings submitted by the Contractor(s).

BF&S will review and evaluate Contractor proposals for contract changes and make recommendations to the **OWNER** as to acceptance or rejection.

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

The equipment selection for early procurement will be completed within 60 days of the Notice to Proceed.

Construction contracting and coordination will be scheduled based on the estimated equipment production and delivery lead times.

It is estimated that equipment delivery may occur approximately 20-30 weeks from issuance of final purchase order and shop drawing approval.

On-site construction duration is estimated to be 30-days from mobilization to complete operation.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$ 89,500.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Administration	\$ 6,000.00
Water Resources Services	\$ 26,500.00
Procurement Assistance	\$ 6,500.00
Construction Administration	\$ 10,500.00

3. The **ENGINEER** will be paid for the following work on an hourly not-to-exceed (NTE) basis in accordance with the rates in Appendix D-1. The amounts shown below will not be exceeded without prior authorization from the **OWNER**:

Fee Schedule Summary:

Construction Inspection	\$ 40,000.00 (Hourly NTE)
-------------------------	---------------------------

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project

stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer's Assistant III	\$ 215.00
EA-II	Engineer's Assistant II	\$ 190.00
EA-I	Engineer's Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

There are no Miscellaneous Provisions for this Agreement.

Ordinance No. 2026-11

AN ORDINANCE AMENDING THE 2026 WAGE ORDINANCE (ORDINANCE NO. 2025-14) AND THE 2026 SALARY ORDINANCE (ORDINANCE NO. 2025-15) FOR THE CITY OF DELPHI, INDIANA

WHEREAS, the City of Delphi Board of Public Works and Safety (the “City of Delphi BOW”) has recommended and the Common Council has approved Resolution 2026-05 amending the job description of the Code Enforcement Officer position and converting said position from a salary to an hourly wage rate; and

WHEREAS, the City of Delphi Wastewater Department has established a Foreman position that shall be paid at an hourly wage rate; and

WHEREAS, Ordinance 2025-14 (the “2026 Wage Ordinance”) was passed by the Common Council of the City of Delphi and approved by the Mayor on October 20, 2025, and set the wages of certain employees of the City of Delphi, Indiana for the 2026 calendar year; and

WHEREAS, the Common Council desires to amend the 2026 Wage Ordinance to add the Code Enforcement Officer and Wastewater Foreman positions and their corresponding pay rates; and

WHEREAS, the Common Council desires to amend Ordinance 2025-15 (the “2026 Salary Ordinance”), passed and adopted on October 20, 2025, establishing salaries for elected officials and appointees of the City of Delphi for the 2026 calendar year, to remove the Code Enforcement Officer as a salaried position.

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

Section 1. As set forth in the 2026 Wage Ordinance, the following sections are hereby amended to add the following positions and corresponding pay:

Police Department:

Code Enforcement Officer	21.63 – 22.28
--------------------------	---------------

Wastewater:

Foreman	24.39 – 26.41
---------	---------------

Section 2. The 2026 Salary Ordinance is hereby amended to remove the Code Enforcement Officer position as a salaried position.

Section 3. The amendments set forth above supersede any inconsistent provisions in the 2026 Wage Ordinance and 2026 Salary Ordinance.

Section 4. The amendments set forth above shall be effective immediately upon adoption of this Ordinance.

Section 5. All other provisions of the 2026 Wage Ordinance and 2026 Salary Ordinance shall remain in full force and effect.

Passed and adopted by a majority of the Common Council of the City of Delphi, Indiana, this ____ day of _____, 2026.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, this ____ day of _____, 2026.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

Ordinance No. 2026-12

**AN ORDINANCE AUTHORIZING PREPAYMENT OF
CERTAIN TYPES OF CLAIMS PURSUANT TO I.C. 36-4-8-14**

WHEREAS, the Common Council of the City of Delphi, Indiana is authorized under Indiana Code § 36-4-8-14 to adopt an ordinance allowing prepayment of certain claims prior to formal allowance by the Delphi Board of Public Works and Safety (the "Delphi BOW"); and

WHEREAS, the Common Council finds that certain recurring, time-sensitive, or statutorily required expenses must occasionally be paid prior to a regular Delphi BOW meeting to avoid penalties, interest, service interruption, or financial loss; and

WHEREAS, the Delphi BOW has provided prior written approval of this ordinance as required by IC § 36-4-8-14(b).

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

Section 1. Pursuant to I.C. § 36-4-8-14, the Clerk-Treasurer is authorized to make payments in advance of the Delphi BOW allowance for the following kinds of expenses:

- (1) Property or services purchased or leased from the United States government, its agencies, or its political subdivisions.
- (2) License or permit fees.
- (3) Insurance premiums.
- (4) Utility payments or utility connection charges.
- (5) General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced.
- (6) Grants of state funds authorized by statute.
- (7) Maintenance or service agreements.
- (8) Leases or rental agreements.
- (9) Bond or coupon payments.
- (10) Payroll.
- (11) State, federal, or county taxes.
- (12) Expenses that must be paid because of emergency circumstances.
- (13) Expenses described in an ordinance.

Section 2. Each payment of expenses under this ordinance must be supported by a fully itemized invoice or bill and certification by the Clerk-Treasurer.

Section 3. The Delphi BOW shall review and allow the claim at its next regular or special meeting following the preapproved payment of the expense.

Section 4. This ordinance shall be in full force and effect from and after its passage by the City of Delphi, Indiana.

Passed and adopted by a majority of the Common Council of the City of Delphi, Indiana, this ____ day of _____, 2026.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved / Vetoed by me, the Mayor, this ____ day of _____, 2026.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

Policy 310

310: Canines

310.1: PURPOSE AND SCOPE

This policy establishes guidelines for the use of canines to augment law enforcement services in the community, including but not limited to locating individuals and contraband.

310.2: POLICY

It is the policy of the Delphi Police Department that teams of handlers and canines meet and maintain the appropriate proficiency to effectively and reasonably carry out legitimate law enforcement objectives.

310.3: POSITION SUMMARY

Position Title:

K9 Officer (Single-Purpose – Detection & Tracking)

Assignment Type:

Specialized Patrol Assignment

POSITION

The K9 Officer is assigned a single-purpose police canine trained in detection and tracking. The position operates on a 12-hour patrol shift with integrated .5 hours of K9 care responsibilities built into the normal work schedule. The K9 Officer remains responsible for standard patrol duties while maintaining operational readiness of the assigned canine.

The K9 Officer will be compensated .5 hours per day, for non-work scheduled days. This time remains built into the 12-hour shift, allowing the K9 officer to begin their tour of duty on work scheduled days, 1/2- hour later than scheduled time and 1/2-hour early dismissal from scheduled end time. (Example: a 0600-1800 shift = 0630-1730 for K9 officers).

Law Enforcement Duties

- *Perform all duties of a sworn police officer in accordance with department policy and Indiana law*
- *Respond to calls for service, emergencies, and criminal investigations*
- *Conduct traffic enforcement and preliminary investigations*
- *Prepare reports, testify in court, and handle evidence*

K9 Deployment Duties

DEPLOY K9 FOR:

- *Narcotics detection (single purpose)*
- *Tracking/trailing suspects or missing persons*
- *Building and area searches*
- *Article searches*
- *Apprehension (dual-purpose only)*
- *Assist surrounding agencies when requested*
- *Ensure proper documentation of all K9 deployments*

Training Responsibilities

- *Complete initial K9 handler school*
- *Maintain minimum weekly training hours (8 hours minimum)*
- *Conduct scenario-based and maintenance training*
- *Maintain detailed training logs for court and certification purposes*
- *Participate in annual certification (e.g., United States Police Canine Association, National Narcotic Detector Dog Association, or equivalent)*

310.3.1: K9 CARE AND MAINTENANCE

- Provide DAILY care including feeding, grooming, and exercise
- Maintain CLEAN kennel and vehicle conditions
- Monitor canine health and coordinate veterinary care
- Maintain department-issued K9 equipment
- Maintain a log of all above listed care and maintenance

310.4: ASSIGNMENT

Canine teams should be assigned to assist and supplement the Patrol to function primarily in assist or cover assignments. However, they may be assigned by the Patrol/Detective/Administrative Sergeant to other functions, such as routine calls for service, based on the current operational needs.

Canine teams should generally not be assigned to handle routine matters that will take them out of service for extended periods of time. If such assignment is necessary, it should only be made with the approval of the Patrol/Detective/Administrative Sergeant.

310.5: CANINE COORDINATOR

The canine coordinator shall be the Administrative Sergeant or the authorized designee.

The responsibilities of the coordinator include, but are not limited to:

- a. Reviewing all canine use reports to ensure compliance with policy and to identify training issues and other needs of the program.
- b. Maintaining a liaison with the vendor kennel (Redemption Ranch).
- c. Maintaining a liaison with command staff and functional supervisors.
- d. Maintaining a liaison with other agency canine coordinators.
- e. Maintaining accurate records to document canine activities.
- f. Recommending and overseeing the procurement of equipment and services for the teams of handlers and canines.
- g. Scheduling all canine-related activities.
- h. Ensuring the canine teams are scheduled for regular training to maximize their capabilities.

310.6: REQUESTS FOR CANINE TEAMS

Patrol members are encouraged to request the use of a canine. Requests for a canine team from department units outside of the Patrol shall be reviewed by the Administrative Sergeant.

310.6.1: OUTSIDE AGENCY REQUEST

All requests for canine assistance from outside agencies must be approved by the Administrative Sergeant and are subject to the following:

- a. Canine teams shall not be used for any assignment that is not consistent with this policy.
- b. The canine handler shall have the authority to decline a request for any specific assignment that he/she deems unsuitable.
- c. Calling out off-duty canine teams is discouraged.
- d. It shall be the responsibility of the canine handler to coordinate operations with agency personnel in order to minimize the risk of unintended injury.
- e. It shall be the responsibility of the canine handler to complete all necessary reports or as directed.

310.6.2: PUBLIC DEMONSTRATION

All public requests for a canine team shall be reviewed and, if appropriate, approved by the canine coordinator prior to making any resource commitment. The canine coordinator is responsible for obtaining resources and coordinating involvement in the demonstration to include proper safety protocols. Canine handlers shall not demonstrate any apprehension work unless authorized to do so by the canine coordinator.

310.7: NON-APPREHENSION GUIDELINES

Properly trained canines may be used to track or search for non-criminals (e.g., lost children, individuals who may be disoriented or in need of medical attention). The canine handler is responsible for determining the canine's suitability for such assignments based on the conditions and the particular abilities of the canine.

When the canine is deployed in a search or other non-apprehension operation, the following guidelines apply:

- a. Absent a change in circumstances that present an imminent threat to officers, the canine or the public, such applications should be conducted on-leash or under conditions that minimize the likelihood the canine will bite or otherwise injure the individual, if located.
- b. Unless otherwise directed by a supervisor, assisting members should take direction from the handler in order to minimize interference with the canine.
- c. Throughout the deployment the handler should periodically give verbal assurances that the canine will not bite or hurt the individual and encourage the individual to make him/herself known.
- d. Once the individual has been located, the handler should place the canine in a down-stay or otherwise secure it as soon as reasonably practicable.

310.7.1: ARTICLE DETECTION

A canine trained to find objects or property related to a person or crime may be used to locate or identify articles. A canine search should be conducted in a manner that minimizes the likelihood of unintended bites or injuries.

310.7.2: NARCOTICS DETECTION

A canine trained in narcotics detection may be used in accordance with current law and under certain circumstances, including:

- a. The search of vehicles, buildings, bags and other articles.
- b. Assisting in the search for narcotics during a search warrant service.
- c. Obtaining a search warrant by using the narcotics-detection trained canine in support of probable cause.

A narcotics-detection trained canine will not be used to search a person for narcotics unless the canine is trained to passively indicate the presence of narcotics.

310.8: HANDLER SELECTION

The minimum qualifications for the assignment of canine handler include:

- a. An officer who is currently off probation.
- b. Residing in an adequately fenced, single-family residence (minimum 5-foot high fence with locking gates).
- c. A garage that can be secured and can accommodate a canine vehicle.
- d. Living within 30 minutes travel time from the Delphi City limits.
- e. Agreeing to be assigned to the position for a minimum of three years.

310.9: HANDLER RESPONSIBILITIES

The canine handler shall ultimately be responsible for the health and welfare of the canine and shall ensure that the canine receives proper nutrition, grooming, training, medical care, affection and living conditions.

The canine handler will be responsible for the following:

- a. Except as required during appropriate deployment, the handler shall not expose the canine to any foreseeable and unreasonable risk of harm.
- b. The handler shall maintain all department equipment under his/her control in a **clean** and **serviceable** condition.
- c. Handlers shall permit the canine coordinator to conduct spontaneous on-site inspections of affected areas of their homes as well as their canine vehicles, to verify that conditions and equipment conform to this policy.
- d. Any changes in the living status of the handler that may affect the lodging or environment of the canine shall be reported to the canine coordinator as soon as possible.
- e. When off duty, the canine shall be in a kennel provided by the City at the home of the handler. When a canine is kenneled at the handler's home, the gate shall be secured with a lock. When off duty, the canine may be let out of the kennel while under the direct control of the handler.
- f. The canine should be permitted to socialize in the home with the handler's family under the direct supervision of the handler.
- g. Under no circumstances will the canine be lodged at another location unless approved by the canine coordinator Administrative Sergeant.

- h. When off duty, the handler shall not involve the canine in any law enforcement activity or official conduct unless approved in advance by the canine coordinator Administrative Sergeant.
- i. Whenever a canine handler is off duty for an extended number of days, it may be necessary to temporarily relocate the canine. In those situations, the handler shall give reasonable notice to the canine coordinator so that appropriate arrangements can be made.

310.9.1: CANINE IN PUBLIC AREAS

The canine should be kept on a leash when in areas that allow access to the public. Exceptions to this rule would include specific law enforcement operations for which the canine is trained.

- a. A canine shall not be left unattended in any area to which the public may have access.
- b. When the canine vehicle is left unattended, all windows and doors shall be secured in such a manner as to prevent unauthorized access to the canine. The handler shall also ensure that the unattended vehicle remains inhabitable for the canine.

310.10: HANDLER COMPENSATION

The canine handler shall be available for call-out under conditions specified by the canine coordinator.

The canine handler shall be compensated for time spent in the care, feeding, grooming and other needs of the canine in accordance with the Fair Labor Standards Act (FLSA), and according to the terms of the collective bargaining agreement between the handler and the City (29 USC § 207).

310.10.1: K9 CARE TIME

The first 30 minutes and last 30 minutes of each shift are designated for K9 care and maintenance. With the care time allotted for non-scheduled workdays, this will equate to one (1) hour of total care time per working shift.

Authorized Uses of Care Time

- Feeding and watering
- Exercise
- Kennel cleaning
- Vehicle inspection and cleaning
- Equipment checks
- General canine health monitoring

COMPENSATION STRUCTURE FOR CARE TIME

The designated 1 hour of K9 care time is built into the 12-hour shift

This time is to be compensated on-duty time only.

The K9 handler will be given .5 hours of care time on non-scheduled shift days.

This total will amount to 7 hours during a 14-day pay period.

All K9 care time is included in the officer's 12-hour shift.

If scheduling conflicts prevent care time from being taken and cannot be made up in that pay period, the K9 Officer will be permitted to obtain compensatory time at a rate no greater than 1 hour for each 1 hour earned .

Restrictions

This time,

-Shall not be accrued

-Shall not be converted to compensatory time

-Shall not be eligible for overtime pay, compensation is limited to the scheduled shift, unless time worked exceeds 12 hours

Single Officer Shift:

It will be inevitable that the K9 handler will have to assist in coverage for operational feasibility, leaving him/her as the only officer on shift. These instances will prevent the handler from utilizing the allotted care time. Upon review by command staff on a case-by-case basis, these hours may be considered for overtime, with final approval from the Chief of Police.

310.11: CANINE INJURY AND MEDICAL CARE

In the event, that a canine is injured, or there is an indication that the canine is not in good physical condition, the injury or condition will be reported to the canine coordinator Administrative Sergeant as soon as practicable and appropriately documented.

All medical attention shall be rendered by the designated canine veterinarian, except during an emergency where treatment should be obtained from the nearest available veterinarian. All records of medical treatment shall be maintained in the handler's personnel file.

310.12: TRAINING

Before assignment in the field, each canine team shall be trained and certified to meet current nationally recognized standards or other recognized and approved certification standards. Cross-trained canine teams or those canine teams trained exclusively for the detection of narcotics and/or explosives also shall be trained and certified to meet current nationally recognized standards or other recognized and approved certification standards established for their particular skills.

The canine coordinator shall be responsible for scheduling periodic training for all department members in order to familiarize them with how to conduct themselves in the presence of department canines. Because canines may be exposed to dangerous substances such as opioids, as resources are available, the canine coordinator should also schedule periodic training for the canine handlers about the risks of exposure and treatment for it.

All canine training shall be conducted while on duty unless otherwise approved by the canine coordinator Administrative Sergeant.

310.12.1: CONTINUED TRAINING

1. PURPOSE

The purpose of continued training is to ensure all K9 teams maintain a high level of proficiency, reliability, and legal defensibility in all operational deployments. Ongoing training shall reinforce skills, document performance, and support admissibility of K9 alerts in court.

2. TRAINING REQUIREMENT All K9 teams shall complete regular, **documented training** to maintain operational readiness.

MINIMUM TRAINING • (1) one hour per shift, totaling (7) seven hours per pay-period. Training should occur during the handler's shift. Training shall be realistic, scenario-based, and reflect current deployment conditions.

Continued training is expected to occur during the officer's regularly assigned tour of duty unless otherwise authorized by the K9 Coordinator. If operational demands or calls for service inhibit the completion of scheduled training, the handler shall notify and coordinate with the K9 Coordinator to ensure training is completed at the earliest practical opportunity.

2. TRAINING AREAS

K9 teams shall train in the following areas, as applicable to assignment:

A. Detection (Single Purpose) -Narcotics odor recognition -Passive alert development and consistency - Blank searches (no odor present) -Varying hide types: -Vehicles -Buildings -Open areas -Varying quantities and concealment methods

B. Tracking -Short and long tracks -aged tracks -Urban and rural environments -Hard surface tracking - Article identification and recovery

C. Obedience & Control -On-leash and off-leash control -Recall under distraction -Handler control in high-stress environments

D. Scenario-Based Training -Traffic stops -Building searches -Area searches -High-risk deployments - multi-officer coordination

3. TRAINING STANDARDS

Training shall be conducted using recognized standards (USPCA, NAPWDA, or equivalent) A. Training shall include Known (training) hides -Unknown/blind hides (critical for credibility) B. K9 teams shall demonstrate: Consistent alert behavior -Minimal false alerts -reliable performance across environments

4. DOCUMENTATION REQUIREMENTS

All training shall be documented and maintained by the handler.

Each training entry shall include:

- Date and time -Training location
- Type of training conducted
- Substances used (if applicable)
- Number and type of hides
- Results (finds, misses, false alerts)
- Environmental conditions -Instructor or supervisor (if present)

5. PERFORMANCE EVALUATION K9

Performance shall be continually evaluated. Any deficiencies shall be:

- Documented
- Addressed through remedial training
- Persistent performance issues shall be reported to a supervisor.

6. CERTIFICATION

All K9 teams shall maintain current certification through a recognized organization. Certification shall be renewed annually (or per certifying body requirements). Lapsed certification = no deployment until recertified.

7. TRAINING AIDS & HANDLING

Training aids are required to effectively train and maintain the skills of canines. Officers possessing, using or transporting controlled substances or explosives for canine training purposes must comply with federal and state requirements. Alternatively, the Delphi Police Department may work with outside trainers with applicable licenses or permits. All training aids shall be: Properly stored, Logged and controlled, Cross-contamination shall be avoided, and only approved substances shall be used.

8. SUPERVISION & OVERSIGHT

The K9 coordinator shall:

- Periodically review training logs
- Ensure compliance with policy
- Participate in or observe training when feasible.

9. LEGAL COMPLIANCE

Training records shall be maintained to support: K9 reliability in court

- Probable cause determinations
- Suppression hearings
- Failure to maintain proper training documentation may result in:
- Exclusion of evidence -Reduced credibility of K9 deployments.

10. MAKE-UP TRAINING

Missed training shall be completed within the same pay period when possible Extended gaps in training may result in temporary removal from deployment status

310.12.2: TRAINING LOG

The canine officer is responsible for completing a minimum of (1) one hour of continued field training per shift, totaling (7) seven hours a pay-period.

After completion of each training session, the handler is required to complete a **Delphi Police K9 training form**. The handler will secure the original document in his/her K9 file and provide a copy of the completed form to the K9 Coordinator.

Failure to complete the **continued training** requirements, the handler may be reassigned to regular patrol duties and/or other disciplinary action.

310.12.3: FAILURE TO SUCCESSFULLY COMPLETE TRAINING

Any K9 team failing to graduate or obtain certification shall not be deployed in the field for tasks the team is not certified to perform until graduation or certification is achieved. When reasonably practicable, pending successful certification, the canine handler shall be temporarily reassigned to regular patrol duties without the use of the canine.

310.12.4: CONTROLLED SUBSTANCE TRAINING AIDS

Officers acting in the performance of their official duties may possess or transfer controlled substances for the purpose of narcotics-detection canine training in compliance with state and federal laws (21 USC § 823(g)).

The Chief of Police or the authorized designee may authorize a member to seek a court order to allow controlled substances seized by the Delphi Police Department to be possessed by the member or a narcotics-detection canine trainer who is working under the direction of this department for training purposes, provided the controlled substances are no longer needed as criminal evidence.

As an alternative, the Chief of Police or the authorized designee may request narcotics training aid from the Drug Enforcement Administration (DEA).

These procedures are not required if the canine handler uses commercially available synthetic substances that are not controlled narcotics.

310.12.5: CONTROLLED SUBSTANCE PROCEDURES

Due to the responsibilities and liabilities involved with possessing readily usable amounts of controlled substances and the ever-present danger of the canine's accidental ingestion of these controlled substances, the following procedures shall be strictly followed:

- a. All controlled substance training samples shall be weighed and tested prior to dispensing to the individual canine handler or trainer.
- b. The weight and test results shall be recorded and maintained by the canine coordinator.
- c. Any person possessing controlled substance training samples pursuant to court order or DEA registration shall maintain custody and control of the controlled substances and shall keep records regarding any loss of, or damage to, those controlled substances.
- d. All controlled substance training samples will be inspected, weighed and tested quarterly. The results of the quarterly testing shall be recorded and maintained by the canine coordinator with a copy forwarded to the dispensing agency.
- e. All controlled substance training samples will be stored in locked, airtight and watertight cases at all times, except during training. The locked cases shall be secured in the trunk of the canine handler's assigned patrol vehicle during transport and stored in an appropriate locked container. Upon completion of the training, all controlled substances are to be returned to the assigned location at the Delphi Police Department. There are no exceptions to this procedure. The disposition of the controlled substances used shall be recorded in the training report.

- f. The canine coordinator shall periodically inspect every controlled substance training sample for damage or tampering. A record of each inspection and any appropriate action taken shall be made and provided to the Chief of Police.
- g. Any unusable controlled substance training samples shall be returned to the Evidence Room or to the dispensing agency. The disposition of the controlled substances shall be recorded in the training report.
- h. All controlled substance training samples shall be returned to the dispensing agency upon the conclusion of the training or upon demand by the dispensing agency. The disposition of the controlled substances shall be recorded in the training report

RESOLUTION NO. 2026-06

A RESOLUTION RATIFYING AND APPROVING PRIOR ESTABLISHMENT OF THE SEWAGE CAPITAL IMPROVEMENT FUND (FUND 6204) FOR THE CITY OF DELPHI, INDIANA

WHEREAS, the City of Delphi, Indiana (the "City") owns and operates municipal wastewater utilities (the "Sewage Works");

WHEREAS, Indiana Code § 8-1.5-3-11 requires money belonging to each municipally owned utility to be kept by the municipal fiscal officer in separate funds, subject to applicable bond ordinances and State Board of Accounts (the "SBOA") accounting procedures;

WHEREAS, the Clerk-Treasurer for the City of Delphi maintains the Sewage Capital Improvement Fund (Fund # 6204) for the purpose of receiving and using revenue generated from the Sewage Works to pay for expenses incident to the upkeep and improvement of the Sewage Works; and

WHEREAS, pursuant to Indiana Code 36-1-4-16, the City may ratify any prior action of the City or its officers or employees if that action could have been approved in advanced through resolution of the Common Council of the City of Delphi, Indiana.

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

Section 1. Ratification and Approval of Prior Establishment of Fund. The Council hereby affirms, ratifies, and approves the prior establishment and maintenance of the separate fund identified as the "Sewage Capital Improvement Fund", Fund # 6204, as a fund of the Sewage Works.

The Sewage Capital Improvement Fund shall continue to be maintained on the books and records of the City as a separate fund for the Sewage Works by the Clerk-Treasurer, in accordance with applicable SBOA accounting procedures and all binding financing documents.

Section 2. Sources of Funding. After the funding requirements for the City's Sewage Operation Fund and the City's applicable sewage sinking fund, any excess revenues may be transferred to the Sewage Improvement Fund.

No revenues of the sewage works shall be deposited in or credited to the Sewage Improvement Fund that will interfere with the required monthly payments into or accumulated into the sewage sinking fund or with the requirements as to paying the expenses of or reserving funds for the operation, maintenance and repair of the Sewage Works and for depreciation.

Section 3. Purpose. The Sewage Capital Improvement Fund shall be used for improvements, replacements, additions and extensions of the Sewage Works. Moneys in the Sewage Capital Improvement Fund may be transferred to the applicable sewage sinking fund if necessary to prevent a default in the payment of principal and interest on any outstanding bonds or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the sewage sinking fund or may be transferred to the Sewage Operation Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works.

Section 4. Termination and Balance Remaining. This Fund shall remain in existence until such time as the Common Council repeals the ordinance establishing said Fund. The disposition of any balance remaining in the Fund at the time of termination shall be determined by the Common Council.

Section 5. Perpetual Fund. The fund balance shall be perpetual until terminated by the terms of the current resolution or by enactment of a subsequent ordinance or resolution.

Section 6. Authority. The Council hereby affirms, ratifies, and approves the authority of the President of the Council, the Mayor, the Clerk-Treasurer, or any other authorized officer of the Council or the City, in the name and on behalf of the City, to have taken or cause to be taken all prior actions described herein

Section 7. Effect of Ratification and Approval. This ratification and approval confirm the Sewage Capital Improvement Fund's existence and purpose; it does not validate any prior transfer, expenditure, or use that was not otherwise authorized by law or binding obligation.

Section 8. Severability. If any provision of this Resolution is held invalid, the remaining provisions shall remain effective to the fullest extent permitted by law.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after its passage.

Passed and adopted by a majority of the Common Council on this 3rd day of August 2026.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved/ Vetoed by me, the Mayor, this 3rd day of August 2026.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer

RESOLUTION NO. 2026-07
A RESOLUTION CORRECTING RESOLUTION NO. 2025-17 TO
CLARIFY AUTHORIZATION OF TRANSFERS OF APPROPRIATIONS AND FUNDS

WHEREAS, on December 30, 2025, the Common Council of the City of Delphi, Indiana (the “Council”), adopted Resolution No. 2025-17, captioned “A Resolution to Transfer Appropriations” (the “Original Resolution”);

WHEREAS, the transfer schedule attached to and incorporated in the Original Resolution includes transfers of appropriations between budget classifications and also includes the following transfers between identified funds:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
Fund 6101 Water Operating	Fund 6105 Water Utility Construction	\$150,000.00
Fund 6201 Sewage Operation	Fund 6204 Sewage Capital Improvement	\$1,200,000.00

WHEREAS, the Council desires to correct the caption and the operative description of the Original Resolution so that they accurately describe both the appropriation transfers and the fund transfers set forth in its transfer schedule, without changing any transfer, amount, account, fund, or other substantive term approved in the Original Resolution; and

WHEREAS, this Resolution is intended only to correct and clarify the Original Resolution and does not authorize any expenditure or transfer that is not otherwise authorized by applicable law.

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

Section 1. Correction of Caption. The caption of Resolution No. 2025-17 is corrected to read as follows:

A RESOLUTION TO TRANSFER APPROPRIATIONS AND FUNDS

Section 2. Correction of Operative Description. Each reference in Resolution No. 2025-17 to the Council’s approval of “the following amounts [to] be transferred” is clarified to mean the transfer of appropriations and funds shown in the transfer schedule attached to Resolution No. 2025-17.

Section 3. No Change to Transfer Schedule. The transfer schedule attached to Resolution No. 2025-17, including each listed source and destination account or fund and each listed amount, remains unchanged. This Resolution does not add, delete, increase, decrease, redirect, or otherwise modify any item in that schedule.

Section 4. Scope and Compliance with Law. This Resolution corrects terminology only. The appropriation transfers remain subject to the conditions and limitations of Indiana Code § 6-1.1-18-6. Each fund transfer remains subject to all other applicable Indiana statutes, bond or loan covenants, rate ordinances, grant

conditions, and restrictions governing the source and receiving funds. Nothing in this Resolution authorizes the diversion or use of restricted money for a purpose not otherwise permitted by law.

Section 5. Effect of Correction. Except as expressly corrected and clarified by this Resolution, Resolution No. 2025-17 remains in full force and effect. If any provision of this Resolution is held invalid, the remaining provisions shall remain effective to the fullest extent permitted by law.

Section 6. Effective Date. This Resolution shall be effective upon its passage and approval as required by law.

Passed and adopted by a majority of the Common Council on this 3rd day of August 2026.

Kamron Yates, Presiding Officer

Attest: Julie Price, Clerk-Treasurer

Approved/ Vetoed by me, the Mayor, this 3rd day of August 2026.

Kamron Yates, Mayor

Attest: Julie Price, Clerk-Treasurer