



**Agenda**

**May 6, 2024 6:00 P.M.**

**Delphi Common Council**

**Live streamed on Delphi Indiana You Tube Channel**

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

- I. Calling to Order**
- II. Pledge of Allegiance**
- III. Roll Call Clerk Treasurer Price**
- IV. Reading and Approval Minutes**
  - a. April 1, 2024
- V. Department Head Reports**
- VI. Other Business**
  - a. Adam Hobson Delphi Police Department new hire
- VII. Unfinished Business**
- VIII. New Business**
  - a. Consulting Services Agreement Deb Luzier "Code Crafters" (Formerly GRW)
  - b. Proposed Regions Parking Lot Lease
  - c. Proposed Resolution 2024-10 A Resolution Authorizing the Mayor to execute a Commercial Lease Agreement between the City of Delphi, Indiana and Regions Bank
  - d. Proposed Ordinance 2024-8 Temporary Ordinance establishing regulations for designated PRESS Parking during the State of Indiana vs. Richard Allen Trial
  - e. Proposed Ordinance 2024-9 Temporary Ordinance Amending TITLE VII, Chapter 71 of The City of Delphi Code of Ordinances entitled "STOPPING, STANDING AND PARKING" and temporarily authorizing IMMEDIATE removal of vehicles in violation of Parking Regulations
- IX. Future Business and Announcements**
  - a. May 16th Mental Health Awareness Proclamation Mayor Sims/Yates
  - b. FEMA/DNR Flood Zone Approval Letter - Pending Commissioner Approval
  - c. 2024 ACEC Engineering Excellence Award
    - City of Delphi - Butler, Fairman & Seufert
    - Delphi Water System Improvements Phase II
- X. Miscellaneous Business**
  - a. Board Comments and Requests
  - b. Clerk Treasurer Price Comments and Requests
  - c. Public Comments
  - d. Adjournment

*\*Agenda Subject to Change\**

**The City of Delphi acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order 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 requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service, and/ or meeting. To make arrangements, please contact the City of Delphi at (765) 564-2097.**



## Common Council – April 1, 2024

Council was called to order at 6:00 pm on the second floor of the city building. Opened with the Pledge of Allegiance.

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

The minutes from the March 4, 2024 council meeting were presented for approval. There were no additions, subtractions, deletions, or amendments to the minutes. Motion to accept the minutes was made by Erin Jubril, second by Spencer Kingery, motion carried and passed. (4-0)

The council was presented with reports from the department heads. Without objection, the department head reports were incorporated by reference into the minutes. Without objection, other reports were suspended for the evening.

### Other Business:

Joe Mayfield with the Delphi Redevelopment Commission presented the DRDC 2023 Annual Report to the council. He explained the Front Street Allocation Bond is to be repaid over the next 20 years with the 1<sup>st</sup> payment being 2025. Councilman Denny Myers questioned if each allocation area is paid by their bond. Joe also reported that the TIF report had been completed and downloaded to Gateway.

### New Business:

Ordinance 2024-7 Adoption of the Carroll County Flood Ordinance was presented for review to the council. Denny Myers asked if there was a strict timeframe to which Mayor Yates responded that FEMA is requiring an adoption and submission all within a short period of time with a May 8<sup>th</sup> deadline so adopting the county Flood Ordinance was the choice. Doyle Moore questioned if the areas in flood plains would be covered for insurance purposes by said ordinance. City attorney Miriam Roberson clarified that flood plain insurance covers those areas. Questions were asked about backfill and if there was an interlocal agreement with city/county, is there backfill with the county, does the city pay, or is it just an agreement? It was clarified that the ordinance has been in place since 2016 for the county and the map changes now cover citizens in the flood plains. Motion to approve Ordinance 2024-7 on the first reading made by Erin Jubril, second by Spencer Kingery. Motion carried and passed (4-0). Motion to approve on the second reading made by Spencer Kingery, second by Erin Jubril. Motion carried and passed (4-0). Motion to approve on the third and final reading made by Spencer Kingery, second by Denny Myers. Motion carried and passed. (4-0)

Resolution 2024-8 SRF Signatory Authorization presented to council to add Clerk/treasurer Price to signature for SRF loan pay applications. Spencer Kingery questioned if approving the resolution would take Mayor Yates off as signer or add the clerk/treasurer as a second signature to which it was clarified that it would be an addition. Motion to approve the resolution was made by Spencer Kingery, second by Erin Jubril. Motion carried and passed. (4-0)

Resolution 2024-9 Adopting a Carroll County Multi Hazard Plan was presented by Mike Fincher. It was discussed that mitigation grants would be possible for Federal grant money. Erin Jubril stated that the downside of not having it is no federal funding. Doyle Moore gave an example that having 4 tornado sirens and with the application there would be availability to update sirens to reach farther. There was also discussion of matching grants with the 25%-75% ratio. Motion to adopt Resolution 2024-9 was made by Erin Jubril, second by Spencer Kingery. Motion carried and passed. (4-0)

Proposed phone system upgrade was presented by Phil Mailloux of Brand Tech. He informed the council that the current Visual Edge is slowly dissolving and losing more of the services needed by the current phone systems used by the city. Discussions included the fact that our phones have gone down several times and the city building and our emergency services have been without the use of phones for lengthy time periods. Phil assured the council that with the new system, it would be more cost effective and better service for our city offices in comparison to the previous phone services the city contracted with. Doyle Moore asked if it was cost effective in comparison to the old system. Clerk/treasurer Price assured him that the cost included our monthly plan and 38 phones in addition to Brand being in the next county to be here for service with one phone call. Mayor Yates confirmed that it is within the budget and would be taken from the phone budget line item. Motion to accept the phone system upgrade made by Spencer Kingery, Second by Denny Myers. Motion carried and passed. (4-0)

#### Future Business and Announcements:

Mayor Yates announced that he and Mayor Sims of White County read Proclamations declaring April as National Child Abuse & Sexual Assault Awareness Month and May would be another proclamation reading to declare May as Mental Health Month.

#### Clerk-Treasurer Comments:

Clerk/treasurer Price stated that efforts are being made to facilitate payment options for citizens due to the current online card option not being user-friendly.

#### Public Comment:

Councilman Denny Myers commented that suspension of rules sometimes needs to be done for things that need to be pushed through with that need to be done and Erin Jubril agreed that it clearly is something that is done when there are items with timelines that need to be met.

Ken Walton of the Economic Development Committee just wanted to introduce himself as the representative eyes/ears for the committee should the council ever have any questions or comments.

Mayor Yates made comment and acknowledgement of a young citizen who attends the council and board of works meetings regularly. He stated how proud he is that someone of that age group takes pride in his government and city and the workings of the city.

Adjournment

The motion to adjourn Common council was made by Spencer Kingery and second by Denny Myers.  
Motion carried (4-0) and meeting adjourned at 7:11pm.

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Mayor Kamron Yates

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Julie Price, Attest

## Delphi Police Department Report for April 2024

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

Officers worked overtime to assist during the solar eclipse. A train became disabled blocking all crossings and causing traffic gridlock. Officer Reef and Chief LaMar worked the stoplight at Washington St/Main St for hours to try and clear the traffic. Once the train was moved traffic remained backed up from the north junction of 421/18, through Delphi, and all the way down to the south junction of 421/18. Traffic on Hamilton St backed up from Main St all the way out to State Rd 25. As the traffic began to clear there was a crash with injuries near the north junction. LaMar and Reef assisted on scene.

Officers assisted with the Little League Parade. Part time Officer Redmon, Officer Reef, Officer Dennis, and Sgt Deckard handled.

DPD Officers are preparing for multiple events including the Career Day at DCES, upcoming trial, Touch a Truck at the Delphi Library, Old Settlers, and BaconFest.

Officers are still being offered overtime to work school zone traffic enforcement.

5 of 7 new squad cars are completed. Sgt Deckard, Sgt Parkinson, Officer McLeland, Officer Dennis, and Officer Reef are all driving new marked cars. The 6<sup>th</sup> marked car is at the upfitter for fine tuning on the programming that will be uploaded to all new cars. The 7<sup>th</sup> car is unmarked and at the upfitter waiting on prisoner transport system to be installed. Bullet resistant windshields ordered, waiting for them to come in (reimbursable grant money). Once the windshields are installed the Axon Fleet 3 cameras will be installed (reimbursable grant money).

Golf cart completed including 14 emergency lights, 2 off road pod lights, full power siren, and rechargeable handheld spotlight. Several local businesses have donated to cover the upfitting. The cart has returned to Carroll County for vinyl graphics installation that are also being donated. JDS Golf also performed repairs including a new throttle cable, adjusted brakes, new/bigger battery, and trickle charger. Sgt Parkinson has worked overtime to move the golf cart multiple times between vendors. DPD paid \$1.00 for this project.

Officer Dennis graduated from Indiana Law Enforcement Academy. Mayor Yates, Chief LaMar, Sgt Deckard, and Officer Reef attended the graduation in Mooresville, IN.

Officer McLeland is now CIT (Crisis Intervention Team) certified. He attended 1 week of training at Lafayette PD.

Sgt Parkinson attended leadership training.

Chief LaMar attended Chief School at the Indiana Law Enforcement Academy.

Arrests: 18 (March 17, Feb 11, Jan 10)

Calls for Service: 511 (March 604, Feb 677, Jan 456)

Incident Reports: 50 (March 40, Feb 37, Jan 45)

Vehicle Stops: 198 (March 181, Feb 307, Jan 224)

Citations: 90 (March 105, Feb 134, Jan 96)

Warnings: 113 (March 101, Feb 227, Jan 169)

Individual breakdown:

LaMar: 15 reports, 8 misd arrest, 43 tickets, 20 warnings

Deckard: 5 reports, 0 arrests, 6 tickets, 10 warnings (FTO with recruit)

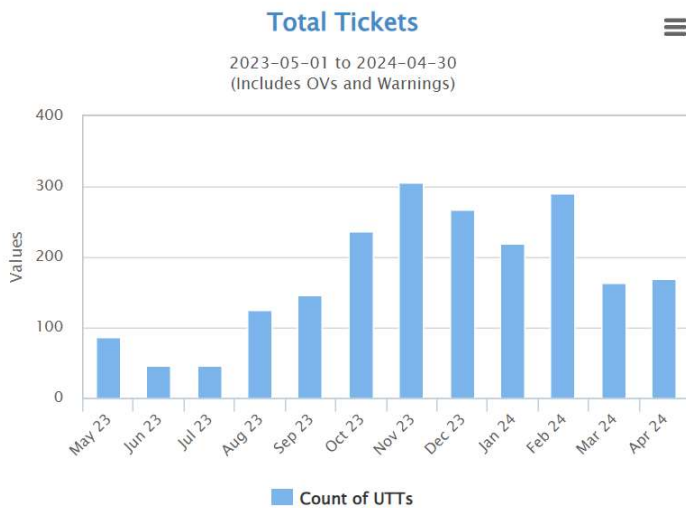
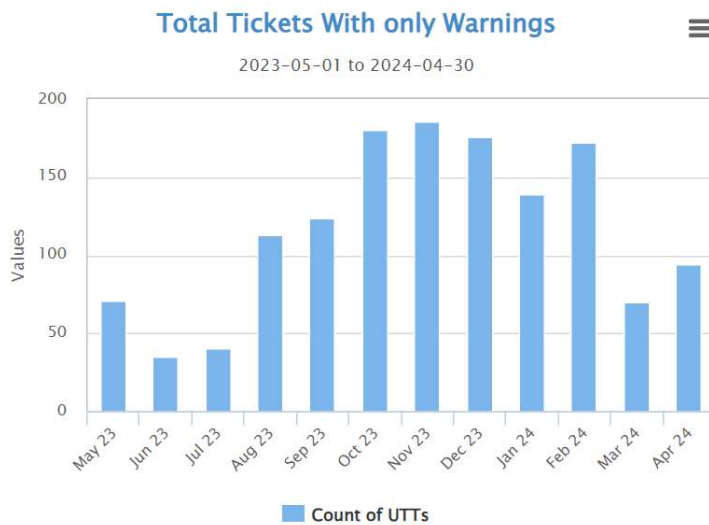
Parkinson: 2 reports, 1 misd arrests, 3 tickets, 15 warnings

Wilson: Injured

McLeland: 11 reports, 6 misd arrests, 22 tickets, 23 warnings

Dennis: 4 reports, 1 misd arrest, 13 tickets, 17 warnings

Reef: 5 reports, 2 misd arrests, 3 tickets, 28 warnings



Sincerely,

Nate LaMar, Chief of Police



## **Street & Parks Department April Highlights**

- Opened parks restrooms and repaired leaks
- Installed new sign at Miller Park
- Sprayed weeds along guardrails and etc.
- Cemetery clean up
- Removed dead street trees
- Stump work
- Mulched the downtown area
- The contractor on the CCMG 2023-1 Indiana & Union project has got a large portion of the curb slipped on union street and has started alley approaches.
- The new maintenance facility is progressing well with concrete going down outside and drywall ready for paint.

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

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May 2024

Fuel Consumption (Gallons)

January - 22.7  
February - 20.6  
March - 22.6  
April - 47.7  
YEAR - 113.6

Wastewater Treated (Gallons)

January - 35,497,000  
February - 32,167,000  
March - 34,860,000  
April - 41,138,000  
YEAR - 143,662,000

Bio – Solids Pressed and Land Applied (Merrell Bros.)

YEAR – 210 Cubic Yards

Chlorine Usage (Pounds)

YEAR – 1,706

Sulfur Dioxide Usage (Pounds)

YEAR – 1,427

Sodium Aluminate Usage (Gallons)

YEAR – 4,335

HIGHLIGHTS

1. Merrell Bros. hauled approximately 234,000 gallons of bio-solids during April.
2. Austin Lush, from the Street Department, has transferred to the Wastewater Department. His first day was 4/24/24.
3. Disinfection season began April 1 and runs through October 31. We use Chlorine and Sulfur Dioxide gases for disinfection.
4. When weather permits, work is progressing on the clarifier project. The floor was finally poured on 4/22/24.



City of Delphi Water Works

BOW and Council Meeting

5/6/2024

Highlights

- Read meters.
- Sent out 4 each Fluoride and Bacti Samples
- Total Gallons pumped 29.335 Million
- 143 Locate Requests
- 50 Daily Service Calls
- Daily checking of High and continuous consumption users (76 total for the month)
- Daily checking of meter communication alarms (40 total for the month)
- Finished assisting with service line hook ups on Union Street
- Peerless did yearly maintenance on all Wells and Pumps (No issues)
- We Hosted a one-day Seminar with the Alliance of Indiana Rural Water (Meet IDEM Water)
- Service line repair 114 N. Market Street
- Attended ACEC Engineering Awards Ceremony (State Finalist for Phase 2)
- Weekly Mowing and Weed whacking.
- Daily checking of Road Cuts from water leaks
- Hydrant Flushing on the South Hill. Starting on all hydrants north of Deer Creek

Union and Indiana Street Project:

Union Street water is completed. They have installed most of the water main on Indiana street from Adams to Madison. They will be connecting the main to Madison Street and then doing the required testing. After the bacteria tests pass, they will start installing all the new services and taking out the old Fire Hydrants.

Thank you,

Craig A. Myers

Water Superintendent



## APRIL 2024 REPORT

JT Doane  
Community Development Director

- Correspondence with BB on city fiber internet project.
- Correspondence on driveway request received for property on Front St.
- Meeting at 121 W. Front St.
- Correspondence on Dine In The Dark at Riley Park.
- Correspondence on code enforcement at 302 Cook St.
- Meeting on Dine In The Dark at Riley Park.
- Meeting on Community Spotlight detail for DMS website/social media.
- Meeting on MakeMyMove.
- Correspondence with consultant Deb Luzier on permit.
- Correspondence with OCRA.
- Correspondence on City Plan Commission/BZA.
- Correspondence on ADA ramp to home in Market St.
- Attend CWCAP Proclamation.
- Correspondence on GoGov program for code enforcement.
- Code Enforcement work detail.
- Correspondence on abatement for rank vegetation/noxious weeds.
- Correspondence on Parks Master Plan.
- Parks Boards grant detail for Movies In The Park.
- Delphi Rotary.
- Correspondence with Delphi Opera House on Hispanic Heritage event.
- Frankfort Radio to share city project updates and DMS event details for promotion and economic vitality.
- Correspondence with Blue Moose on the façade program.
- Correspondence on façade program at 125 S. Washington.
- Correspondence on DMS 2024 Goals.
- Correspondence on permit for 6990 W. Crestwood Drive.
- Correspondence on Hammons Development.

- Correspondence on DMS.
- DMS/OCRA Maestro work detail.
- Correspondence on DMS Old Settlers.
- Correspondence on billboards for promotion/economic vitality.
- Correspondence on Mayor's Roundtable.
- Correspondence on 411 W. Franklin St.
- MakeMyMove work detail.
- Correspondence on Interurban.
- Code Enforcement work detail.
- Correspondence on 2024 State of the City.
- Correspondence on permit for 6990 W. Crestwood Drive.
- Correspondence on DMS April Meeting.
- DMS April Meeting work detail.
- Correspondence on zoning.
- Correspondence on façade grant for 125 S. Washington.
- Correspondence on Mental Health Awareness.
- Correspondence with Delphi Opera House.
- Meeting with DMS BOD Mayfield on façade program.
- Correspondence on Blue Moose.
- Correspondence on Interurban.
- Correspondence on 124 E. Front St.
- Delphi Rotary.
- Correspondence on Bowen Estates.
- Bowen Estates project review.
- Meeting on Bowen Estates.
- Meeting on MakeMyMove.
- Meeting on DOH Hispanic Heritage celebration.
- Correspondence on Parks Project.
- Correspondence with OCRA.
- DMS/OCRA Maestro work detail.
- Correspondence on code enforcement.
- Code enforcement work detail on rank vegetation/noxious weeds.
- Meeting with Broadway Broadband on timeline for project.
- Correspondence on Mayor's Roundtable.
- Meeting at 121 W. Front St.
- State of the City, Towns, County at DOH.
- DMS/OCRA Maestro work detail.

- Correspondence with Broadway Broadband (BB) on city fiber internet project.
- Correspondence on permit for 311 Rhinehart.
- DMS/OCRA Maestro work detail.
- Board of Works Meeting.
- Meeting on permit for 311 Rhinehart St.
- Code Enforcement detail on couch at 321 W. Front St.
- Correspondence with Consultant Luzier on permitting.
- Meeting on fence at 416 E. Franklin St.
- Mayor's Roundtable.
- Correspondence on DMS Cleanup Day for downtown.
- Correspondence on rain barrel project.
- Delivery of rain barrel.
- Delivery of rain barrel.
- Correspondence on DIID Market.
- Correspondence on MakeMyMove.
- Correspondence on Old Settlers.
- Delphi Rotary.
- Old Settlers work detail.
- CCEDC Annual Meeting at Canal.
- Correspondence on City fireworks.
- Correspondence with OCRA.
- Correspondence on Interurban.
- Correspondence on 124 E. Front St.
- Correspondence on UDO template letter.
- Correspondence on ADA accessibility training.
- Meeting with Broadway Broadband (BB) on city fiber internet project.
- Correspondence on fence project.
- Delphi Rotary.
- Correspondence on meeting on 301 Water St. garage project.
- Correspondence on DRDC.
- Correspondence on DMS/OCRA.
- Correspondence on BB.
- Correspondence on Buttermilk Business Company sign permit.
- Meeting at Blue Moose.
- Code Enforcement work detail.
- ROW permitting detail for Frontier.
- Correspondence on ROW permitting expectations.

- Correspondence on MakeMyMove filming for Delphi profile.
- Correspondence on Interurban.
- Code Enforcement work detail.
- DLZ Accessibility Requirements for Outdoor Recreation Facilities virtual training.
- Correspondence on permit for 301 Water St.
- Correspondence with BB on city fiber internet project.
- Correspondence on Veteran's event.
- Correspondence on sign permit.
- Code Enforcement work detail.
- Correspondence on fence at 416 Franklin.
- Correspondence on MakeMyMove.
- Correspondence with Frontier on ROW permit.
- Correspondence with BB.
- Correspondence with DMS.
- Correspondence with BB on permit for Phase 2.
- Correspondence on code enforcement.
- Correspondence on rank vegetation/noxious weeds.
- Correspondence with DMS/OCRA.
- Delphi Rotary.
- Correspondence on code enforcement.
- Code Enforcement detail on rank vegetation/noxious weeds.
- Code Enforcement detail on junk/debris/trash.
- Correspondence on permit for 311 Rhinehart.
- ADA and Title VI seminar at AIM.
- Permit detail for 6990 W. Crestwood Dr.
- Correspondence on roof project on Washington St.
- Correspondence on patio/sidewalk project on Samuel Milroy.



Mayor  
Kamron Yates



201 South Union Street  
Delphi, Indiana 46923  
Phone (765) 564-3039  
email: mayor@cityofdelphi.org  
www.cityofdelphi.org

STATE OF INDIANA  
COUNTY OF CARROLL  
CITY OF DELPHI

I, Adam Hobson, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Indiana, and that I will faithfully, impartially, and diligently discharge my duties as City of Delphi Patrolman according to law and to the best of my ability

\_\_\_\_\_  
*Signature*

**Adam R. Hobson**

\_\_\_\_\_  
*Signature*

**Kamron Yates**

Mayor, City of Delphi, Indiana

Attest: \_\_\_\_\_

**Julie Price**

Clerk Treasurer, City of Delphi, Indiana

**SUBSCRIBED AND AFFIRMED before me, on this the 6th day of May, 2024.**



**AGREEMENT**  
**BETWEEN**  
**CODE CRAFTERS**  
**1583 HAZELWOOD COURT WEST**  
**GREENWOOD, IN 46143**

**AND**

**CITY OF DELPHI**  
**201 S UNION STREET**  
**DELPHI, IN 46923**

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This **CONSULTING SERVICES AGREEMENT** (“**Agreement**”) is made as of the date of final signature below (“**Effective Date**”), by and between **CODE CRAFTERS** (“**Consultant**”) and **DELPHI**. Consultant and **DELPHI** are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

**WHEREAS DELPHI** desires to obtain certain consulting services, which are more fully described in Exhibit A of this Agreement, from experienced professionals who are 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:

**SECTION 1: CONSULTANT KEY PRINCIPAL**

- 1.1. Consultant hereby acknowledges and agrees that Deborah Luzier, AICP (hereinafter referred to as the “**Key Principal**”) is essential to completion of the work in the manner desired by **DELPHI**. Consultant hereby covenants and agrees that the Key Principal shall be available to work on appropriate portions of the Project consistent with the requirements of the Project throughout the Terms (defined below) of this Agreement. In the event that the Key Principal ceases to work on the Project for any reason within the control of Consultant, **DELPHI** shall have the right, at **DELPHI’s** sole option, to either terminate this Agreement by written notice to Consultant and thereupon Consultant shall be compensated for all services performed prior to such termination date.

**SECTION 2: CONSULTANT'S BASIC SERVICES**

- 2.1. Consultant's services and obligations shall consist of all of the services and obligations to be performed by Consultant, its employees, consultants, subcontractors, and any other individual or

entity directly or indirectly employed by Consultant (the “Representatives”), as set forth on the attached Exhibit A which is incorporated herein and as specified in this Agreement (the “Services”) and any other services, although not specifically stated herein, that are incidental to or reasonably implied by the Services being rendered under this Agreement.

- 2.2. Consultant agrees that all agreements with its Representatives shall conform to and comply with the terms and conditions of this Agreement, including but not limited to compliance with confidentiality, data protection, certification requirements and the qualifications of personnel described herein. Consultant shall monitor any Representatives engaged by Consultant with sufficient frequency and diligence to ensure continued compliance with this Agreement. Consultant shall retain full responsibility for the performance of its obligations under this Agreement, including any obligations it performs through Representatives, and shall be fully responsible and liable for all acts or omissions of its Representatives, including acts and omissions constituting negligence, willful misconduct, fraud, or that would constitute breach of any provision of this Agreement if done by Consultant.

### **SECTION 3: STANDARDS OF CONSULTANT'S SERVICES**

- 3.1. Consultant agrees to perform all of the Services to the best of its knowledge, information, and belief and in compliance with all applicable laws, and generally acceptable industry standards and with a high degree of care and diligence. The obligations of the Consultant shall include responsibility for any work performed by the Consultant or another Representative in connection with the work effort and incorporated in Consultant's overall work.
- 3.2. Consultant will provide, without additional compensation, all professional services required by **DELPHI** in defending any and all claims against DELPHI which relate to alleged errors or omissions, or failure to review the Services by Consultant arising out of this Agreement.

### **SECTION 4: SCOPE OF CONSULTANT'S SERVICES**

- 4.1. Consultant agrees to provide all documents and perform all of the Services described in this Agreement and those documents specifically listed in Exhibit A of this Agreement. The Consultant further agrees that all documents provided, and all of the Services performed, shall be to **DELPHI's** reasonable satisfaction.
- 4.2. Consultant agrees to commit sufficient resources to perform all of the Services listed in Exhibit A and this Agreement within the mutually agreed upon time frame.
- 4.3. Consultant acknowledges that **DELPHI** has explained that timely completion of this Agreement is of critical importance to **DELPHI**. Time is of the essence for completion of the Consultant's total performance.
- 4.4. Consultant shall not, however, be responsible for delays in performance resulting from the actions or omissions of **DELPHI** or other factors outside the control of Consultant, provided Consultant promptly advises **DELPHI** of the existence of factors beyond its control which causes delay. Resulting revisions to a time frame shall be mutually agreed upon by both Parties, in writing.



- 4.5. Additional Services. The time frame and the costs for the performance of additional services requested shall be mutually agreed upon in an amendment prior to Consultant beginning performance of the additional services.

#### **SECTION 5: PAYMENT**

- 5.1. Contract Amount. Consultant agrees that any and all expenses associated with the performance of the scope of work under this Agreement are subject to the terms and limits of Exhibit A. For the Services, as described in Exhibit A, and any other services contained in this Agreement, payment shall be made consistent with time and cost based on billing rates as defined in Exhibit A and shall be conditioned upon **DELPHI**'s receipt and acceptance of the required documents associated with each payment.
- 5.2. Invoicing. Consultant shall email all invoices to **EMAIL**. Each invoice shall be itemized and shall substantiate all charges therein set forth. Consultant shall maintain complete and accurate accounting records in accordance with generally accepted accounting practices to substantiate Consultant's charges and expenses hereunder.
- 5.3. Payment Terms. **DELPHI** shall pay all undisputed invoice amounts to Consultant within net thirty (30) days of the invoice date. The payment to the Consultant by **DELPHI** of any fees due under the Consultant's Agreement shall not constitute a waiver by **DELPHI** of any of its rights hereunder.

#### **SECTION 6: TERM AND TERMINATION**

- 6.1. This Agreement shall be effective on the Effective Date and shall remain in effect until this Agreement is terminated in accordance with this Section (the "Term").
- 6.2. Either Party may terminate this Agreement if the other Party materially breaches any of its obligations hereunder and such breach has not been cured within thirty (30) days' notice specifying the nature of the breach.
- 6.3. Both Parties shall have the right to terminate this Agreement at any time for convenience, provided that the Party which is being notified of the termination is provided written notice as outlined in SECTION 8: NOTICES within sixty (60) days of the other Party's intent to terminate.
- 6.4. In the event this Agreement is terminated, Consultant, as its sole and exclusive remedy hereunder, shall be entitled to receive compensation for that portion due for Services properly performed up to the date of termination.

#### **SECTION 7: WARRANTIES**

- 7.1. Consultant hereby represents and warrants to **DELPHI** the following:
  - 7.1.1. That Consultant is able to furnish any of the labor required to complete its Services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so.
  - 7.1.2. That Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers.

7.1.3. Consultant (and all of the preceding acting in both individual and corporate or partnership capacity) does not have any conflicts of interest that would impair the independent professional judgment of Consultant. Consultant agrees to disclose any such conflicts of interest prior to providing any recommendations or proposals to **DELPHI**.

**SECTION 8: NOTICES**

8.1. 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:

**If to DELPHI:**

City of Delphi  
201 S Union Street  
Delphi, IN 46923  
765-564-2097  
ATTN: Mayor Kamron Yates

**If to Consultant:**

Code Crafters  
1583 Hazelwood Court West  
Greenwood, IN 46143  
[dluzier@INcodecrafters.com](mailto:dluzier@INcodecrafters.com)  
317-258-8046  
ATTN: Deborah Luzier, AICP

**SECTION 9: RELATIONSHIP OF THE PARTIES**

9.1. 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.

**SECTION 10: MISCELLANEOUS**

- 10.1. Modifications. This Agreement may be modified or amended only by a written amendment duly executed and delivered by each of the Parties to this Agreement.
- 10.2. Assignment. Neither Party shall assign this Agreement or any of its rights or obligations under this Agreement without the other Party's prior written consent.

- 10.3. Headings. The subject headings of the articles and sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.
- 10.4. Joint Drafting. Each Party acknowledges and agrees that this Agreement shall be deemed to have been jointly prepared by the Parties and their respective legal counsel and will not be strictly construed against either Party. The Parties hereby acknowledge and agree that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement and (c) has consulted such attorneys, accountants, and other financial advisors as it has deemed appropriate in connection with its execution of this Agreement.
- 10.5. Remedies. The duties and obligations this Agreement imposes on the Parties and the rights and remedies granted shall be in addition to and not a limitation of duties, obligations, rights, and remedies imposed by law or otherwise available at law or in equity.
- 10.6. No Waiver. Any action or failure to act by **DELPHI** shall not be interpreted to mean a waiver of any right or duty it may have under the Agreement nor shall any such action or failure to act be interpreted to mean approval or satisfaction in any way of any breach thereunder, except when specifically agreed to by an express written acceptance.
- 10.7. Validity. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Agreement.
- 10.8. Errors. All stenographic and clerical errors are subject to correction. Each Party acknowledges and agrees that this Agreement shall be deemed to have been jointly prepared by the Parties and their respective legal counsel and will not be strictly construed against either Party.
- 10.9. Completeness. Notwithstanding anything to the contrary contained in this Agreement, **DELPHI's** review and approval of any and all documents or other matters required herein shall be for the purpose of providing Consultant with information as to **DELPHI's** objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of **DELPHI** for errors, inconsistencies or omissions in any approved documents nor shall any such review and approval alter Consultant's responsibilities hereunder and with respect to such documents.
- 10.10. Survival. The expiration, termination or cancellation of this Agreement or any related Statement of Work issued pursuant to this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.
- 10.11. Entire Agreement. This Agreement (including the Exhibits and Attachments) constitutes the entire agreement and supersedes all other agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

**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.

**CODE CRAFTERS**

**DELPHI**



\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Deborah S. Luzier, President  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

2024-04-05  
\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Signing

**EXHIBIT A**  
**2024 Scope of Services and Compensation**

**SECTION 1: Description of Services.**

1.1. **Building Official Services.** Consultant will perform building official services as assigned by **DELPHI**. Services provided by Consultant may include:

- Review residential, commercial, and industrial building permit applications for structural compliance with applicable building codes.
- Provide a written review report of applicable building permit applications.
- Perform the required building inspections identified in the written report and any others that have been identified to be required.
- Recommend issuance of Certificates of Occupancy or project completion.

1.2. **Planning Official Services.** Consultant will perform planning official services as assigned by **DELPHI**. Services provided by Consultant may include:

1.2.1. Building Permit Processing

- Populating the tracking system (iWorQs) for new applications, building inspections, and reviews.
- Review applications for compliance with site plan regulations.
- Recommend issuance of building permits based on recommendation from building inspector.
- Schedule inspections with inspector
- File required reports with Assessor, Census Bureau, IABO, etc.

1.2.2. Plan Commission and BZA

- Review and process applications for completeness.
- Schedule Technical Review Committee meetings with other departments to coordinate the review of proposed new development.
- Generate staff reports to guide PC/BZA in their decisions.
- Attending PC/BZA meetings in person or virtually, depending on availability.
- Generate monthly reports for PC/BZA and the legislative body(s).

1.2.3. Other Services

- Field questions about the Comp Plan, Zoning Ordinance, Subdivision Control Ordinance, and other development regulations.
- Review and/or issue addresses for new development and platted subdivisions. Coordinate street names and address issuance with the appropriate 911 service providers and GIS system operators.
- Meet with public/developers when needed.
- Process complaints/violations.
- Draft amendments to documents and procedures as needed at the direction of the PC and/or

legislative body(s).

- Assist **DELPHI** with any other tasks desired that fall within the skillset of the Consultant.

**SECTION 2: Fees.** Consultant's compensation for performance of the Services is set forth in this Exhibit A shall be on an hourly basis at the following rate(s):

2.1.1. Building Official Services: \$125.00 (one hundred twenty-five dollars) per hour.

2.1.2. Planning Official Services: \$125.00 (one hundred twenty-five dollars) per hour.

2.1.3. Travel Reimbursement: Travel time is billed at the hourly rate identified above. Mileage is billed at the current Federal mileage rate.

*City of Delphi – Regions Bank  
Parking Lot Lease Agreement*

---

This Commercial Lease Agreement (the “**Agreement**”), dated \_\_\_\_\_, 2024, (the “**Execution Date**”), is between Regions Bank (formerly successor by merger to Union Planters Bank National Association), a commercial bank (the “**Landlord**”), and City of Delphi, an Indiana City (the “**Tenant**”).

1. Landlord is now the owner of **Lots 84 and 85, including the vacated alley north of Lots 84 and 85 located in the City of Delphi, Indiana** (the “**Leased Property**”).
2. Landlord makes available for lease the **parking lot** of the Leased Property defined as follows:
  - a. All of Lots 84 and 85, with the exception of the west side of the parking lot (marked in green on the attached Exhibit A) and the ATM kiosk located on the south end of the parking lot.
3. Landlord wishes to lease the Leased Property to Tenant, and Tenant wishes to lease the Leased Property from the Landlord for the purpose of providing designated parking for authorized members of the press covering the upcoming State of Indiana v Richard Allen trial concerning the murder of Abigail Williams and Liberty German.

Accordingly, the parties agree:

---

1. **Term.** The term of this Agreement shall be for approximately six weeks, beginning on May 10, 2024, and continuing until the end of the aforementioned trial (the “**Term**”). If the duration of the trial exceeds the initial term, the lease may be extended on a week-by-week basis until the trial process is completed. **It is agreed and understood the Term does not extend beyond a verdict in this matter despite post-verdict activities, such as sentencing, etc.**
2. **Rental Payment.** Rental payment of One Dollar (\$1.00) is due with the Execution of this Lease.
3. **Use of Leased Premises.** The Leased Property is to be used by the Tenant as designated parking for authorized members of the press. To the extent the press films from the Leased Premises, Tenant will endeavor to have them film in such a manner that does not feature the adjacent Regions Bank branch.
  - a. Designated Spaces. Tenant will identify designated space for the Members of the Press that provides the following considerations:
    - i. Unrestricted access along and through the driveway along the current entry and exit path which does not block access to and from the ATM ,drive-through teller lane(s), and/or the branch building;
    - ii. Unrestricted access to and from the portion of the parking lot retained by Landlord and designated for Bank employees and customers.
    - iii. Tenant will place signage to identify the lot as Media Parking Only and will provide signage for restricted parking (set aside for Bank use).
    - iv. Tenant may use barricades to identify and restrict parking to designated areas as long as any barricades do not interfere with Landlord’s use.

Landlord: Regions Bank  
Tenant: City of Delphi, Indiana

*Commercial Lease Agreement*  
Page 1 of 4

- v. Tenant will enforce parking restrictions, including issuing permits and implementing fines and towing for violations of the City of Delphi Ordinances on restricted parking.
- b. Security, Clean up, Monitoring.**
- i. Tenant will provide parking passes to authorized members of the Press;
  - ii. Tenant will inspect the parking lot daily for trash, debris, abandoned property, and will pick up, remove, and properly dispose of any such items.
  - iii. Tenant will provide foot patrol, drive by, and drive through police monitoring of the site, and will monitor any overnight parking for compliance with City ordinances and State and County laws.
- c. Ticketing/Towing** – The Tenant is authorized to enter onto the Property to ticket and tow vehicles not parked in Landlord designated parking that violate the City ordinance or this Lease Agreement. Towing from Landlord designated parking requires approval from Landlord’s branch manager.
- d. Amenities.** Landlord will provide no amenities beyond the currently existing security lighting. Any additional lighting, power supply, or other features will be provided by the Tenant.
- e. Landlord Disclaimer.** Landlord will not provide security for the Leased Property and shall have no liability for theft, damage or bodily harm occurring on the Leased Property. Landlord shall have no duty to maintain or illuminate the Leased Property. Landlord shall have no obligation to police the Leased Property or to monitor the Leased Property to ensure the Leased Property is available for Tenant’s use. All parking shall be at the sole risk of Tenant and its invitees.
- 4. Insurance.** Prior to beginning its use of the Leased Property, Tenant will provide a Certificate of Insurance naming Landlord as additional insured showing commercially reasonable coverage amounts for both general liability and property damage.
- 5. Indemnification.** The City of Delphi shall defend, indemnify and hold harmless Regions Bank from all losses, claims, damages, suits, causes of action and costs of litigation, as well as the cost of any appeal resulting there from arising after the commencement of the Term for, injuries or damages to person or property or from loss of life sustained in or about the Leased Property and asserted against Regions Bank resulting from the Tenant’s use of the property. The Tenant will promptly compensate Regions Bank for any damages it suffers as a result of Tenant’s presence on the Leased Property, except to the extent that any such damage is the result of the actions of Regions Banks employees, officers, or designees inconsistent with the terms of this Lease.
- 6. Possession.** Tenant shall take possession of the Leased Property no later than May 10, 2024, (the “**Possession Date**”).
- 7. Default and Termination.**
- a. Termination.** Either party may terminate this Agreement at any time by notice to the other as provided hereinafter.



- b. Default and Termination.** If any provision of this Agreement is not satisfied or waived on the date by which the condition is to be satisfied, the non-defaulting party may, in its discretion, terminate this Agreement by delivering to the other Written Notice of the termination.
- c. Waiver of Default.** The waiver of any provision of this Agreement is effective only where the waiver is executed and delivered to the non-terminating party.

**8. General Provisions.**

- a. Best Efforts of Parties.** The parties agree that both shall use best efforts to consummate this Agreement.
- b. Choice of Law.** The provisions of this Agreement will be construed in accordance with the laws of the State of Indiana, and any dispute arising from this Agreement will be resolved by the mediation or arbitration while applying Indiana law, or by a court of competent jurisdiction within the State of Indiana.
- c. Assignment.** This Commercial Lease Agreement may not be assigned by either party.
- d. Notice.** In order for notice to be effective from one party to the other, notice shall be sent via recognized overnight carrier for overnight or second day delivery with tracking and shall be deemed given when received or refused by the other party (“**Notice**”) The parties agree that time is of the essence in compliance and responding to any concerns of Landlord, so communication by phone, text message, or in person is preferred:

<b>Landlord Address</b> Regions Bank Corporate Real Estate 2050 Parkway Office Circle 5th Floor Birmingham, AL 35244 Attn: Portfolio Administration	<b>Tenant Address</b> City of Delphi 102 S Union Street Delphi IN 46923
<b>Point of Contact:</b>  Julie Thompson Reel, Branch Manger <a href="mailto:Julie.reel@regions.com">Julie.reel@regions.com</a> 765 204 7660 (mobile)  Mike Stilwell, Sr. Vice President <a href="mailto:Michael.stilwell@regions.com">Michael.stilwell@regions.com</a> 765 610 3488  Kim Hoffman (Facilities related questions) <a href="mailto:Kimberly.hoffman@regions.com">Kimberly.hoffman@regions.com</a> (615) 579-6770	<b>Point of Contact:</b>  Kamron Yates, Mayor <a href="mailto:Mayor@cityofdelphi.org">Mayor@cityofdelphi.org</a> 765 427 9192  Nate LeMar, Chief of Police <a href="mailto:chief@cityofdelphi.org">chief@cityofdelphi.org</a> 765 564 0010

Mary Autry (Lease related questions) <a href="mailto:Mary.autry@regions.com">Mary.autry@regions.com</a> (901) 230-3985	
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**e. Severability.** If any court of competent jurisdiction holds any provision of this Agreement to be unreasonable or invalid, the parties agree that the provision should be struck from this Agreement and that the remainder of this Agreement should be left intact.

**f. Surrender of the Leased Property Upon Termination/Expiration.** At the end of the Term hereof, Tenant shall surrender the Leased Property to Landlord without notice or demand by Landlord in as good a condition as exists as of the date hereof, normal wear and tear excepted, free from all personal property, signage, trash, and debris, not placed by Landlord.

The parties have signed this Agreement on the Execution Date stated in the introductory statement.

**Landlord**

**Tenant**

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Regions Bank  
By: Korey Cox, Vice-President  
(formerly known as Union Planters Bank  
National Association)

---

City of Delphi  
By: Kamron Yates, Mayor

***This instrument prepared by Miriam E. Robeson, Attorney at Law  
19 S Division Street, Flora, Indiana 46929 (574) 967-4958.***

**RESOLUTION NO. 2024-10**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT BETWEEN  
THE CITY OF DELPHI, INDIANA AND REGIONS BANK**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DELPHI, INDIANA, AUTHORIZING THE  
MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF DELPHI, INDIANA AND  
REGIONS BANK FOR USE OF A PARKING LOT FOR PRESS PARKING DURING THE *STATE OF INDIANA VS.  
RICHARD ALLEN TRIAL***

WHEREAS, beginning on or about May 13, 2024, the *State of Indiana vs. Richard Allen* trial (the "Trial") will be held at the Carroll County Courthouse located at 101 N. Main St., Delphi, Indiana; and

WHEREAS, the Common Council of the City of Delphi recognizes that a substantial number of members of the press will be present to cover the Trial; and

WHEREAS, the Common Council of the City of Delphi has determined that it is in the best interest of safety and convenience of the public to provide designated parking for authorized members of the press during the Trial; and

WHEREAS, the Regions Bank branch, located at 121 N. Washington St., Delphi, Indiana, owns a parking lot at the intersection of North Washington Street and East Franklin Street in Delphi, Indiana (the "Parking Lot"), that is within reasonable walking distance of the Carroll County Courthouse; and

WHEREAS, the City of Delphi, Indiana wishes to enter into a Commercial Lease Agreement with Regions Bank to lease the Parking Lot for use as designated parking for authorized members of the press during the Trial; and

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

**Section 1.** Mayor Kamron Yates is authorized to execute the Commercial Lease Agreement with Regions Bank once finalized.

Adopted by the Common Council of the City of Delphi, Indiana this 6th day of May, 2024.

**Passage by a Majority of the Common Council:**

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Kamron Yates, Presiding Officer

---

Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 6th day of May, 2024.**

---

Kamron Yates, Mayor

---

Attest: Julie Price, Clerk-Treasurer

**ORDINANCE NO. 2024-8**

**TEMPORARY ORDINANCE ESTABLISHING REGULATIONS FOR DESIGNATED PRESS PARKING DURING THE  
*STATE OF INDIANA VS. RICHARD ALLEN TRIAL***

WHEREAS, beginning on or about May 13, 2024, the *State of Indiana vs. Richard Allen* trial (the "Trial") will be held at the Carroll County Courthouse located at 101 N. Main St., Delphi, Indiana; and

WHEREAS, the Common Council of the City of Delphi, Indiana recognizes that a substantial number of members of the press will be present to cover the Trial; and

WHEREAS, the Mayor and the Common Council of the City of Delphi, Indiana proclaim that in the best interest of safety and wellbeing of local residents and to members of the press during the Trial, there is urgent necessity to provide and regulate designated parking for authorized members of the press during the Trial; and

WHEREAS, the Regions Bank branch, located at 121 N. Washington St., Delphi, Indiana, owns a parking lot at the intersection of North Washington Street and East Franklin Street in Delphi, Indiana (the "Parking Lot"), that is within reasonable walking distance of the Carroll County Courthouse; and

WHEREAS, the Common Council of the City of Delphi, Indiana has authorized the Mayor of the City of Delphi to execute a Commercial Lease Agreement with Regions Bank to use of the Regions Bank Parking Lot for designated press parking during the Trial;

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

**Section 1.** Beginning on or about May 10, 2024, until completion of the Trial, the Clerk-Treasurer shall issue permits to authorized members of the press to park in the spaces marked as Media Parking Only in the eastern portion of the Regions Bank Parking Lot at the intersection of North Washington Street and East Franklin Street. Press vehicles are prohibited from parking in the lot overnight.

**Section 2.** The issued permit shall be hung from the reviewer mirror which displays the authorized vehicle plate number and expiration date. The cost of the permit shall be \$100.00 and shall be valid only for the duration of the Trial.

**Section 3.** Parking spaces on the west side of the Regions Bank Parking Lot shall be identified as restricted parking only for Regions Bank employees and customers. Adherence to time limit restrictions is still required.

**Section 4.** Any person who commits a violation of this Ordinance shall be penalized in the same manner as other violations of parking regulations set forth in Title VII of the City of Delphi Code of Ordinances.

**Section 5.** This Ordinance shall be in full force and effect from May 10, 2024, until completion of the Trial.

**Passed and adopted by the majority of the Common Council of the City of Delphi, Indiana, this 6th day of May, 2024.**

---

Kamron Yates, Presiding Officer

---

Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 6th day of May, 2024.**

---

Kamron Yates, Mayor

---

Attest: Julie Price, Clerk-Treasurer

**ORDINANCE NO. 2024-9**

**TEMPORARY ORDINANCE AMENDING TITLE VII, CHAPTER 71 OF THE CITY OF DELPHI CODE OF ORDINANCES ENTITLED “STOPPING, STANDING AND PARKING” AND TEMPORARILY AUTHORIZING IMMEDIATE REMOVAL OF VEHICLES IN VIOLATION OF PARKING REGULATIONS**

WHEREAS, beginning on or about May 13, 2024, the trial of *State of Indiana v. Richard Allen* (the “Trial”) will be held at the Carroll County Courthouse located at 101 N. Main St., Delphi, Indiana; and

WHEREAS, the Common Council of the City of Delphi, Indiana recognizes due to the significance of the Trial and the media attention drawn to the Trial, a significant number of visitors and members of the media are expected to be present in the City of Delphi, Indiana during the Trial; and

WHEREAS, the Mayor and the Common Council of the City of Delphi have extreme concern for the safety and wellbeing of the local residents and local businesses as well as the safety and wellbeing of visitors, members of the media, and participants in the Trial; and

WHEREAS, the Mayor of the City of Delphi, Indiana proclaims there is urgent necessity to authorize local law enforcement to order the immediate removal of illegally parked vehicles to assist in minimizing disruption to local businesses and residents during the Trial, to facilitate safe access to the Carroll County Courthouse during the Trial, and to protect participants in the Trial; and

WHEREAS, the Common Council of the City of Delphi, Indiana desire to temporarily amend Title VII, Chapter 71 of the City of Delphi Code of Ordinances to temporarily authorize the immediate removal of any vehicle in violation of parking regulations set forth in Title VII of the City of Delphi Code of Ordinances;

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

**Section 1.** Beginning on or about May 13, 2024, and continuing until the end of the Trial, the Delphi Police Department is authorized to order the immediate removal of vehicles found to be in violation of parking regulations set forth in Title VII of the City of Delphi Code of Ordinances.

**Section 2.** Section 71.99 of Chapter 71 of the City of Delphi Code of Ordinances shall be temporarily amended as follows per the attached Exhibit A.

**Section 3.** 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 4.** This Ordinance shall be in full force and effect from May 13, 2024, until completion of the Trial.

**Passed and adopted by the majority of the Common Council of the City of Delphi, Indiana, this 6th day of May, 2024.**

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

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

**Approved / Vetoed by me, the Mayor, this 6th day of May, 2024.**

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

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



## EXHIBIT A

### **§ 71.99 PENALTY.**

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

In addition to any fine(s) for the violation of the regulations contained in this chapter, if any vehicle is found parked in such a manner as to constitute a violation of this chapter, then the City shall have the right to remove the vehicle from its location, or have the vehicle removed by others, and have the vehicle impounded. Any costs and expenses incurred as a result of the moving of the vehicle, including towing and storage costs, shall be charged to the owner of the vehicle. If removal of the vehicle results in storage of the vehicle, the vehicle shall not be released from storage until all costs related to such storage have been paid by or on behalf of the owner of the vehicle.

**Proclamation**  
**Mental Health Awareness Month**  
**May 2024**

***“Movement: Moving more for our mental health.”***

**WHEREAS,** *mental health is an essential part of overall well-being, impacting individuals, families, and communities across Monticello, White County, Indiana AND Delphi, Carroll County, Indiana;*

**WHEREAS,** *one in five American adults experience a mental health condition each year and everyone faces challenges in life that can impact their mental health;*

**WHEREAS,** *despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help;*

**WHEREAS,** *early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life;*

**WHEREAS,** *May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources;*

**NOW THEREFORE,** *We, Mayor, Aaron W. Sims and Mayor, Kamron Yates, do hereby proclaim May 2024, in Monticello, White County, Indiana and Delphi, Carroll County, Indiana.*

***“Mental Health Awareness Month”***

*We encourage all residents of Monticello, White County, Indiana and Delphi, Carroll County, Indiana to:*

- *Educate themselves and others* about mental health conditions, treatment options, and available resources.
- *Challenge stigma* by speaking respectfully and inclusively about mental health.
- *Seek help* if they are struggling with their mental health and encourage others to do the same.
- *Support* organizations that provided mental health services and advocacy.
- *Create safe and supportive* environments for open conversations about mental health.
- *Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.*

*In testimony whereof, we have hereunto set our hands this 16<sup>th</sup> day of May, 2024.*

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*Aaron W. Sims, Mayor*  
*City of Monticello*



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*Kamron Yates, Mayor*  
*City of Delphi*



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Division of Water, 402 W. Washington Street, Room W264, Indianapolis, Indiana 46204

April 16, 2024

Kamron Yates  
Mayor of Delphi  
201 S. Union Street  
Delphi, IN 46923  
mayor@cityofdelphi.org

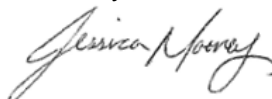
Re: Floodplain Ordinance Approval  
Ordinance No. 2024-7

Dear Mr. Yates,

This is to inform you that the Division of Water, acting in accordance with the procedures established by the Natural Resources Commission, has approved the above referenced floodplain management regulations as required under the provisions of IC 14-28-3. A copy of the ordinance was forwarded to the Federal Emergency Management Agency (FEMA) and subsequently approved by their office as well.

A copy of the Ordinance Approval Report is attached for your information.

Sincerely,



Jessica Mooney  
Division of Water

pc: Mike Martin, areaplan@carrollcountyin.gov  
FEMA

Enclosure

# ***Project Name:*** Delphi Water System Improvements Phase II

***Submitting Firm:*** Butler, Fairman & Seufert

***Client Owner:*** City of Delphi



*This project was a recipient of the United States EPA  
Aquarius Award (2022)*





## Project Location

### *Armory Road Booster Station & Ground Storage Tank*

1285 S Washington Street

### *Deer Creek Storage Tank*

6761 W CR 300N

### *Hill Top Storage Tank*

519 N CR 800W

### *Prince William Loop Watermain*

1.65 Miles of North/South Watermain from Carrollton Road Booster Station to Armory Road Booster Station

Delphi, Indiana

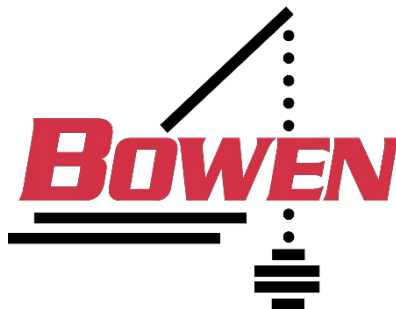


# Role of other consultants participating in the project:

**Applied Engineering Services** - *Electrical & Mechanical Engineer*

**Bowen Engineering** - *GSC Provider*

**Peerless Midwest** - *Hydrogeological Assistance*



# Costs and Schedule

*Construction Costs, Total Project Budget: **\$7,635,000***

*Construction Costs, Total Project Actual: **\$7,385,000\****

*Scheduled date of substantial completion: **1/1/2022***

*Actual date of substantial completion/use: **6/10/2022***

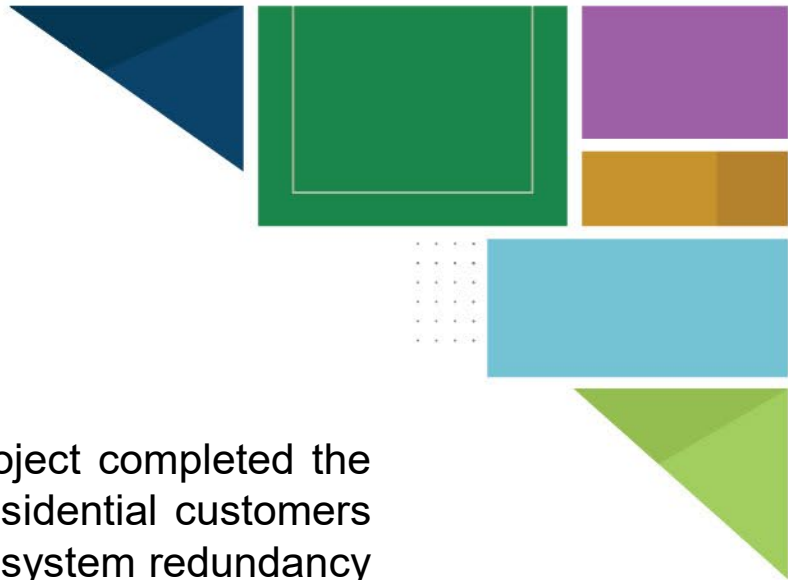
*\*An underrun cost from Phase I was rolled into Phase II in the amount of \$825,000. Phase II underrun cost of \$250,000 is being utilized to reconstruct undersized watermains at the end of their useful life.*

# Project Description

Phase II of the Water System Improvements project completed the City of Delphi's ability to adequately serve residents and Indiana Packers, a major pork supplier for the Indiana food industry. A lack of system redundancy did not allow the Utility to properly maintain crucial assets that included three water storage tanks and a booster station. By constructing a new water storage facility, booster station, and interconnecting watermain, the City was able to rehabilitate three existing water storage facilities, all while maintaining constant water service. GSC procurement allowed for value engineering and a collaborative effort between the Owner, Engineer, and Provider with a seamless transition from Phase I to Phase II. Project savings are being spent to reconstruct undersized watermains that are at the end of their useful life.

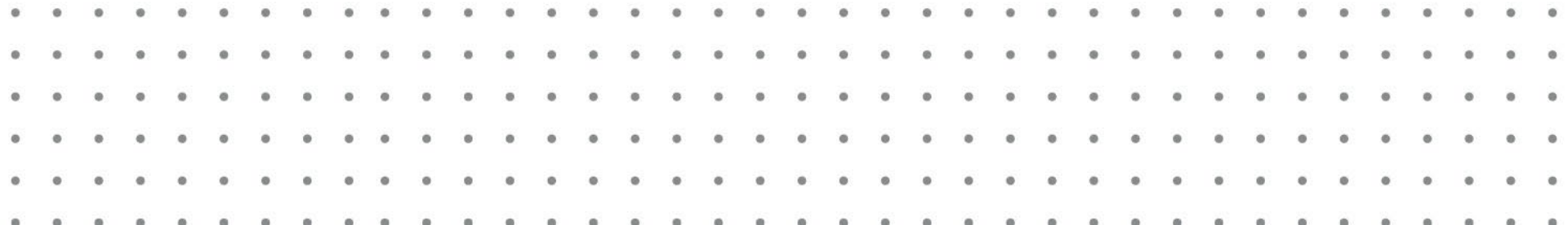






# Brief Project Description

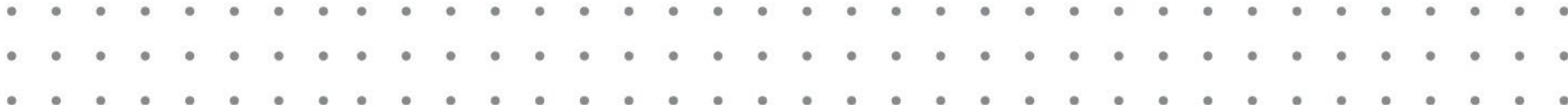
Phase II of the Water System Improvements project completed the City of Delphi's ability to adequately serve its residential customers and a major Indiana food manufacturer. A lack of system redundancy prohibited the Utility from properly maintaining assets. GSC procurement allowed for a collaborative effort between the Owner, Engineer, and Provider to meet the project objective.



## 1. Original or innovative application of new or existing techniques

The Prince William 16-inch Transmission Watermain was installed by Jack and Bore under a heavily traveled railroad. Horizontal directional drilling of the Watermain was under a major thoroughfare and under Deer Creek with major grade change elevations dealing with limestone subsurface soil conditions. The total length of the watermain was 1.65 miles.

The project was procured using a Guaranteed Savings Contract (GSC) financed through the Indiana Finance Authority/State Revolving Loan Program, Carroll County Economic Development Corporation, and an EPA Grant. The City's overall water project was broken into two phases to expedite start of construction and cushion rate impact. The GSC saved the project 8 at least months in the overall project delivery compared to a Design/Bid/Build type of project delivery. With the GSC project delivery method, the design, permitting and construction elements were completed concurrently to save time. GSC project delivery also ensured collaboration with the Owner, Designer, and Provider during the project development to guarantee that savings in time and money are incorporated into the project and known to the Owner.





## 2. Future value to the engineering profession and perception by the public

The project worked to ensure a reliable supply of quality drinking water that is now being provided to the City of Delphi. Due to the importance of the project, the City sought significant community input from the public and industry. Numerous public meetings and press releases were held to inform the community of current project challenges such as:

- Available sources of water and what affects those resources
- The need for proper storage and how maintenance and repair are impacted by storage capacity
- Maintaining uninterrupted constant water service to residents and a critical Significant Industrial User

By understanding the nuances of these challenges, the City of Delphi was able to get the needed buy-in from residents and industry through a collaborative effort.



### 3. Social, economic and sustainable design considerations

The project maintained the City’s ability to provide water to its residents and a Significant Industrial User.

The project provided a reliable source of drinking water by constructing a transmission water main to serve its largest industrial user, schools, and residents on the southern most border of its service area. Additional water storage provided fire protection and improved system redundancy allowing for future maintenance. The project also serves the City’s TIF district to provide drinking water to planned and future developments.

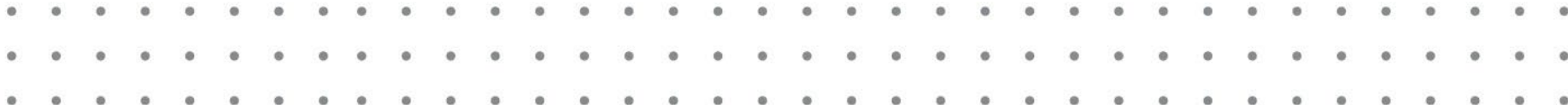
The project came in under budget even after adding multiple additional improvements a few of which were a second standby generator, a third redundant booster station pump, privacy landscaping. The remaining unused funds from Phase II are being utilized to reconstruct undersized failing watermains and address lead service lines.



## 4. Complexity

The project successfully addresses the need for sustained, reliable water with the construction of a new Booster Station, 750,000-gallon ground storage tank, rehabilitation of 3 existing water storage tanks and a 16-inch diameter transmission watermain. All of this was done in a sequence that allowed for uninterrupted flow to the distribution system.

The alternative to this project would have been to build three new water storage tanks, which would have not solved the problem of being able to take tanks out of service in the future for maintenance. The existing booster station was at the end of its useful life and rehabilitation did not make practical sense. Constructing a dedicated transmission water main to its major user ensures a reliable source of water directly from the well fields.



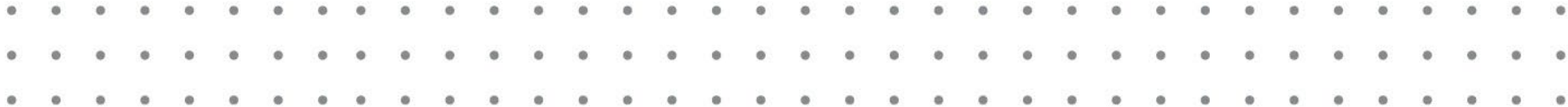


***Image 1 (for professional use)***

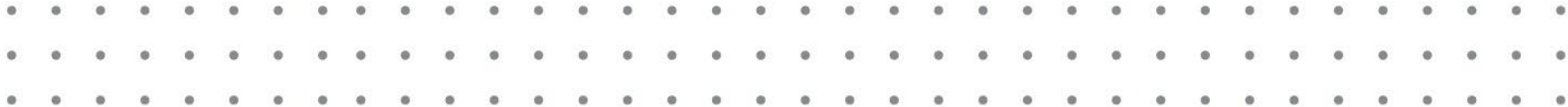
City of Delphi Water System  
Improvements Phase II –  
Deer Creek Water Tank  
Rehabilitation



**Image 2:** Prince William Loop Watermain HDD



**Image 3:** Armory Road Booster Station Pumps







***Image 4:***  
Prince William  
Watermain  
Construction



**Image 5:** Prince William Loop Watermain, Deer Creek Crossing



**Image 6:** Armory Road Ground Storage Tank and Booster Station

