

# Agenda



## Delphi Common Council

Monday July 1, 6:00 P.M.

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 Price
- IV. Reading & Approval of Minutes
  - a. June 3, 2024
- V. Department Head Reports
- VI. Other Business
  - a. Officer Wilson return to full duty
  - b. Julia Leahy Revolving Loan Fund update
- VII. Unfinished Business
  - a. Proposed **Ordinance 2024-12** An Ordinance to amend Title VII, Chapter 77 of the City of Delphi Code of Ordinances Entitled "Utility Terrain Vehicles and Golf Carts" regarding the period of access. **(Second Reading)**
  - b. Proposed **Ordinance 2024-13** An Ordinance amending Ordinance 2023-11 Establishing salaries for Elected Officials and Appointees of the City of Delphi, Indiana for calendar year 2024. **(Second Reading)**
- VIII. New Business
  - a. Residential Development Bowen Estates Update (READI1/READY2.0/BOT Mayor Yates
  - b. Proposed **Resolution 2024-12** A Resolution of the Common Council of the City of Delphi, Indiana, approving the Interlocal Agreement between the City of Delphi and Carroll County, Indiana concerning Floodplain Management.
  - c. Transfer of Funds Discussion 4650 STREET & WATER BLDG CONSTRUCTION - Rainy Day
- IX. Future Business & Announcements
  - 4th of July Parade Delphi Lions
- X. Miscellaneous Business
  - a. Board Comments
  - b. Clerk Treasurer Price
  - c. Public Comments
  - d. Adjournment

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The City of Delphi acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. To assist individuals with disabilities who require special services (i.e. sign interpretive service, alternative audio/visual devices, and amanuenses) for participation in or access to City-sponsored public programs, services, and/or meetings, the City asks that individuals make requests for these services at least forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, please contact the City at (765) 564-2097

## Common Council – June 3, 2024

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

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

The minutes from the May 6, 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 Cody Nelson, second by Spencer Kingery. Motion carried and passed. (5-0)

The council was presented with reports from the department heads. Without objection, the department head reports were incorporated by reference into the minutes. Spencer Kingery requested that the department heads be present at the next meeting in July.

### Other Business:

Frontier Communications presented the new “Fiber to the Home” for customers as an option for internet services. They are hoping to service 700 homes this year. They will be putting door hangers on home doors in the community for patrons to get the word out about new fiber coming soon. Discussion included pricing, installation, location, availability, and speed.

### Unfinished Business:

TIF tax abatements were presented to council last month. Mayor Yates discussed that no action needed to be taken, but he wanted the council to be sure they looked over them and Clerk/treasurer Price confirmed they were put on the AFR for the city. Mayor Yates wanted council to be aware of the abatements and clarify they have been submitted and approved per the council. Mayor Yates asked if there were any additional questions or discussion to which there were none.

### New Business:

Ordinance 2024-10 was presented in establishing the “Justice Assistance Grant”(JAG) Program Grant fund. Spencer Kingery made a motion to pass the Ordinance on the first reading, second by Cody Nelson. Motion passed and carried. (5-0) Chief LaMar informed the council that the fund was being set up to pay for police invoices totaling \$122,164.00 that is a reimbursable grant. Doyle Moore asked if there were funds to pay the invoices prior to being reimbursed to which clerk/treasurer Price responded yes and it would be coming from the police budget line items to pay bills and be reimbursed. Motion to suspend the rules and allow passage of Ordinance 2024-10 on the second and third reading made by Cody Nelson, second by Erin Jubril. Motion passed and carried. (5-0) Motion to approve Ordinance 2024-10 on second reading made by Spencer Kingery, second by Cody Nelson. Motion carried and passed. (5-0) Motion to pass Ordinance 2024-10 on third and final reading made by Spencer Kingery, second by Cody Nelson. Motion carried and passed. (5-0)

Ordinance 2024-11 was presented for amending Title XIII, Chapter 130 to establish regulations prohibiting unlawful camping, littering, and storage of personal property in city parks and disturbing the peace in city parks. Motion to pass Ordinance 2024-11 on the first reading made by Spencer Kingery, second by Cody Nelson. Motion to establish Ordinance 2024-11 carried and passed. (5-0) Cody Nelson reminded everyone that suspending the rules is put into place for things that need approval due to time constraints. Doyle Moore agreed that some items cannot wait and need to be pushed through. Alisa Brown represented the Delphi Girl's softball and stated that the Ordinance would allow law enforcement to act upon unruly parents/coaches at the park during games and other activities/sports. Chief LaMar stated that the Ordinance is needed in order to back law enforcement for removal of campers and disorderly behavior. It would be for the protection of the city and public. Motion to suspend the rules made by Cody Nelson, second by Erin Jubril. Motion carried and passed. (5-0) Motion to approve the Ordinance on the second reading made by Cody Nelson, second by Erin Jubril. Motion carried and passed. (5-0) Motion to pass Ordinance on third and final reading made by Spencer Kingery, second by Cody Nelson. Motion carried and passed. (5-0)

Ordinance 2024-12 amendment to Title VII Chapter 77 of the City of Delphi Code of Ordinances entitled Utility Terrain Vehicles and Golf carts was presented regarding the period of access. Motion to approve the amendment allowing access permits to run from January to December replacing the previous access of August to July made by Cody Nelson, second by Spencer Kingery. Motion carried and passed. (5-0)

Ordinance 2024-13 amending the Ordinance 2023-13 establishing salaries for elected officials and appointees of the City of Delphi for the 2024 calendar year was presented for approval to establish the Code Enforcer position as a permanent position full time position within the Delphi Police Department with modification of salary for the position under the "Edit Fund" with salary being \$38,000. Motion to pass the Ordinance amendment made by Denny Myers, second by Spencer Kingery. Motion carried and passed. (5-0)

Proposed Resolution 2024-11 authorizing the sale of surplus vehicle owned by the City of Delphi. Motion to approve the resolution make by Spencer Kingery, second by Cody Nelson. Chief LaMar confirmed there would be 3 vehicles owned by the police department that would be up for sale. The vehicles are older and extras. Mayor Yates confirmed there is a dump truck at the Delphi Municipal Airport that would going up for sale at a later date as well. Motion carried and passed. (5-0)

Proposed Resolution 2024-12 approving the Interlocal agreement between the City of Delphi and Carroll County concerning the Flood plain management. Mayor Yates stated the County commissioners need to approve it first before moving forward. It was delayed due to needing more time to review it. The decision to table the resolution was made until the Commissioners have time to review.

Future Business: JT Doane presented information for rain barrels for free to citizens who wish to have one. He stated there were still several available if any citizens would like to have one delivered.

Stuff the bus was presented by JT Doane for school supplies for the upcoming schoolyear. School supplies can be donated and brought to the city building until the fall kick off in late July to “Stuff the bus”. The supplies will go towards helping families with school supplies for their students and reducing their cost of purchasing items needed for the year. Laura Stigers will be in charge of the event and the contact for information.

Miscellaneous Business:

None

Board Comments:

Mayor Yates acknowledged the water/street depts. for handling water main issues, the Police dept. for their increased enforcement of parking, large trucks on Main street, and being out in the public more. Parking issues were discussed and Erin Jubril stated that from business standpoint, it may be a possibility to change those parking hours from 2 to 3 to aid businesses that have extended patrons having services done with a lengthy process. Denny Myers asked about a solution for the congestion at the intersection by Mitchell’s Mexican Grill during busy hours. Mayor Yates expressed his thanks and appreciation to all the depts. for their hard work and working together as a team.

Clerk/Treasurer Comments:

Water bills have been better about being delivered on time due to hand sorting by the postal service rather than sending them to Indianapolis for processing.

Public Comments:

None

Adjournment

The motion to adjourn Common council was made by Spencer Kingery and second by Erin Jubril. Motion carried (5-0) and meeting adjourned at 7:27pm.

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Mayor Kamron Yates

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Julie Price, Attest

## **SUPPLEMENTAL AIRPORT REPORT FOR JUNE**

With the Board of Aviation Commissioner not meeting in June, no minutes were generated so I am filing this brief report for your information.

The airport continues to operate as a a community airport for the citizens of Delphi, Indiana

During the month of June there were approximately 550 operations at the airport.

698 Gallons of aviation fuel was purchased by aircraft using the Delphi Airport

General maintenance at the airport continues to keep the airport looking good and operating efficiently

We have made a change to a new fuel supplier for better service and some cost savings.

We continue to have problems with the Frontier phone service and had to have them out on several occasions all because of their equipment problems.

## Delphi Police Department Report for June 2024

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

Officer Adam Hobson sworn in. He is currently in FTO with Sgt Deckard.

We asked the public for stuffed animals and blanket donations for kids that we interact with daily. There has been an outpouring of support and a lot of donations.

Sgt Parkinson and Chief LaMar are traveling to Indianapolis on Friday to accept 100 more stuffed animals at a Parole Officers conference.

Chief LaMar and CCSO Sgt Kingery spoke to the kids at the Learning Tree for their summer camp.

2012 Impala listed on govdeals.com and sold for \$1,876. We are awaiting payment and pickup.

BP Quick Pantry donated drinks and ice for Officers during the extremely hot days.

Sgt Parkinson, Officer McLeland, Officer Dennis, and Officer Hobson participated in the Delphi Youth Baseball League end of season game along with LFD.

Officer McLeland recognized for assisting vendors set up at the Delphi Main St Farmer's Market.

Officer Dennis and Chief LaMar set up a squad car and golf cart for the Delphi Public Library Touch a Truck event.

Chief LaMar and Officer Reef attended the Safe Schools Commission meeting.

Chief LaMar attended the State of the Schools Luncheon.

Officer Dennis and Chief LaMar attended Broadway Broadband Phase 1 ribbon cutting.

Chief LaMar, Sgt Deckard, and Officer Hobson assisted St. Elizabeth Healthcare with a video.

Chief LaMar, Sgt Deckard, and Officer Hobson attended St. Elizabeth Healthcare cookout and slip and slide event.

Chief LaMar and Mayor Yates attended BaconFest Public Safety meeting.

Officer Wilson has been medically cleared and will return to work for the first time since his Sept 11, 2023 on duty injury.

Waiting on bullet resistant windshields to arrive (grant money). Once they are installed Axon will install in car cameras (grant money).

**\*\*Stats through 06-27-24\*\***

Arrests: 30 (May 19, April 18, March 17, Feb 11, Jan 10)

Calls for Service: 687 (May 682, April 511, March 604, Feb 677, Jan 456)

Incident Reports: 66 (May 51, April 50, March 40, Feb 37, Jan 45)

Vehicle Stops: 332 (May 283, April 198, March 181, Feb 307, Jan 224)

Citations: 123 (May 108, April 90, March 105, Feb 134, Jan 96)

Warnings: 206 (May 176, April 113, March 101, Feb 227, Jan 169)

Individual breakdown:

LaMar: 15 reports, 6 misd arrest, 32 tickets, 36 warnings

Deckard: 8 reports, 0 arrests, 0 tickets, 2 warnings (FTO with recruit)

Parkinson: 2 reports, 1 misd arrests, 4 tickets, 17 warnings

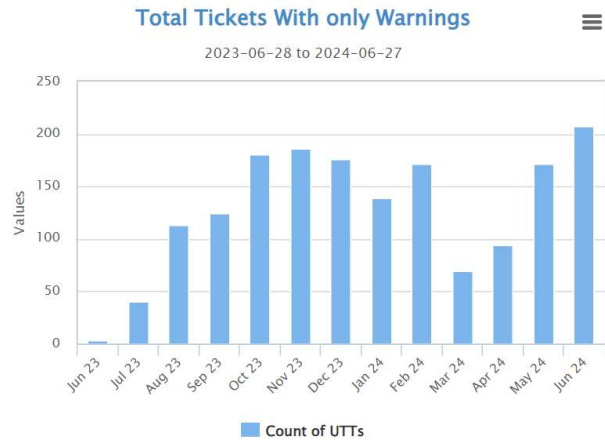
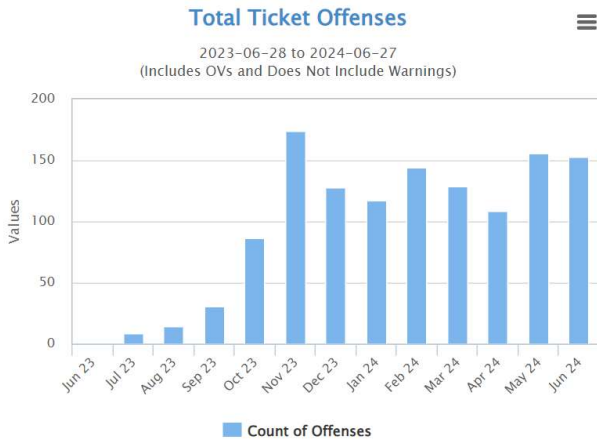
Wilson: Injured

McLeland: 4 reports, 2 misd arrests, 5 tickets, 11 warnings (vacation)

Dennis: 24 reports, 2 felony arrests, 14 misd arrest, 75 tickets, 100 warnings

Reef: 9 reports, 3 misd arrests, 2 tickets, 17 warnings

Hobson: 6 reports, 2 misd arrests, 5 tickets, 23 warnings



Sincerely,  
Nate LaMar, Chief of Police



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

- Daily Duties
- Removed a dead tree on Union
- Ground stumps
- Cleaned and weeded bump outs uptown
- Hung the Banners for the Canal Association uptown
- Raised crowns on street trees
- New Maintenance facility is almost complete and we have started the moving process
- CCMG 2023-1 is slowly progressing. They have about completed the dirt work on Union and have started the concrete removal on Indiana St.



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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July 2024

Fuel Consumption (Gallons)

January -	22.7
February -	20.6
March -	22.6
April -	47.7
May -	57.0
June -	75.1
YEAR -	245.7

Wastewater Treated (Gallons)

January -	35,497,000
February -	32,167,000
March -	34,860,000
April -	41,138,000
May -	27,305,000
June -	21,793,000
YEAR -	192,760,000

\*\*NOTE: All numbers are as of 6/26/2024

Bio – Solids Pressed and Land Applied (Merrell Bros.)  
YEAR – 310 Cubic Yards

Chlorine Usage (Pounds)  
YEAR – 5,189

Sulfur Dioxide Usage (Pounds)  
YEAR – 4,389

Sodium Aluminate Usage (Gallons)  
YEAR – 6,915

HIGHLIGHTS

1. Merrell Bros. hauled approximately 186,000 gallons of bio-solids during June.
2. Brand Tech installed security cameras around the treatment plant on June 6 and 7.
3. Plant personnel installed a new feed line to the clarifiers, for Sodium Aluminate. This is used for Phosphorous removal.
4. Clarifier work continues. All wall pours have been done, along with pouring the inside weir trough. Drain lines have also been installed.
5. Curtain work, in the old aeration tank has been accomplished. This tank will be used during the new clarifier tie-ins.



# Delphi Clarifier Project Weekly Report

**NTP: 09/20/2022**

PROJECT NAME	Wastewater Clarifier Project
PROJECT MANAGER	Dick Vansickle
CONSTRUCTION MANAGER	Mike Biesecker, BF&S
CONSTRUCTION INSPECTION:	Rob Surber, BF&S Bret Dirbas, BF&S

Adams Street Road Improvements

**Completion Date: 10/18/2024**

- Summary of Activities Previous Week (Week Ending: 06/21/2024)
  - Forming weir on the inside of clarifier.
  - Backfill around existing clarifier with #8 stone.
  - Forming clarifier control structure.
  - 24" line from clarifier to chlorine tank completed.
  - Tapped into 6" line from clarifier to new clarifier tank.
  
- Anticipated Activities for the Upcoming Week (Week Ending: 06/28/2024)
  - Concrete pour for weir inside clarifier.
  - Concrete pours for clarifier control structure.
  
- Total project Completed as of week ending 04/21/2024: 60%

8450 Westfield Blvd, Suite 300  
Indianapolis, IN 46240  
317.713.4615  
bfsengr.com



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City of Delphi Water Works

BOW and Council Meeting

7/1/2024

Highlights

- Read meters.
- Sent out 4 each Fluoride and Bacti Samples
- Total Gallons pumped TBA
- 271 Locate Requests (From 5/31/24 thru 6/27/24)
- 39 Daily Service Calls
- Daily checking of High and continuous consumption users (52 total for the month)
- Daily checking of meter communication alarms (78 total for the month)
- Moved 3 meter pits and meters out of the basement of the house and into the right of way on Indiana street
- Started painting Fire Hydrants
- Started setting up shelving and arranging new shop
- Moved stuff to new shop
- Cleaned up fallen tree at well field
- Weekly Mowing and Weed whacking.
- Daily checking of Road Cuts from water leaks

Union and Indiana Street Project:

Union Street water project is completed. Indiana Street water project is complete.

Thank you,

Craig A. Myers

Water Superintendent



## JUNE 2024 REPORT

JT Doane  
Community Development Director

- Correspondence with BB on city fiber internet project.
- Correspondence on Code Enforcement.
- Correspondence with OCRA.
- Correspondence on rain barrel project.
- Correspondence with DMS.
- Old Settlers work detail.
- Correspondence on Stuff the Bus.
- Board of Works.
- Council.
- Code Enforcement work detail.
- Rain Barrel delivery.
- Correspondence on Rain Barrel project.
- Rain Barrel delivery.
- Correspondence on Old Settlers.
- Parks Board Meeting.
- Correspondence on July 4th Fireworks.
- July 4th Fireworks work detail.
- Correspondence with DMS.
- Old Settlers work detail.
- Correspondence on 124 E. Front St.
- Correspondence on ADA Ramp.
- Bowen Estates Meeting.
- MakeMyMove work detail.
- Correspondence with BB.
- Correspondence with MakeMyMove.
- Correspondence on rank vegetation/noxious weeds.
- Rain Barrel delivery.



- Correspondence with Parks Board.
- State of the Schools event.
- Correspondence on fence.
- Correspondence on DMS Maestro reporting.
- Code Enforcement work detail.
- DMS Meeting work detail.
- Code Enforcement work detail.
- Correspondence on DMS.
- Correspondence on rain barrel.
- Correspondence with MakeMyMove.
- Correspondence on DMS Meeting.
- OCRA/DMS work detail.
- Correspondence on DMS Meeting.
- Correspondence on Bowen Estates.
- Rain Barrel.
- Rain Barrel.
- DMS work detail.
- MakeMyMove Meeting.
- Old Settlers Meeting.
- DMS Meeting.
- Technical Advisory Committee (TAC) Meeting w/ Frontier Communications.
- Correspondence on US Aggregates Tour.
- Correspondence with TAC.
- Correspondence with OCRA.
- Old Settlers work detail.
- Correspondence with OCRA/Maestro.
- Correspondence on permitting.
- Delphi Rotary.
- Correspondence on code enforcement rank vegetation/noxious weeds.
- Code Enforcement work detail.
- Correspondence on Frontier Communications ROW Permit.
- Correspondence on GoGov.
- Correspondence on Veterans Memorial Plaza project.
- Correspondence on E-Bikes.
- Correspondence on Old Settlers.
- Correspondence on downtown kiosk cabinets.
- Downtown kiosk cabinets work detail.

- Meeting on fence.
- Correspondence on ROW permit.
- Correspondence on Veterans Memorial Plaza project.
- OCRA Community Exchange at Frankfort.
- Commissioner's Meeting regarding Old Settlers.
- Correspondence on Delphi Library touch-a-truck event.
- MakeMyMove work detail.
- Meeting on fence installation.
- Correspondence on ROW permit.
- Correspondence with DMS.
- Correspondence with Broadway Broadband (BB).
- Board of Works.
- Correspondence with MakeMyMove.
- Correspondence on fence installation.
- Delphi Rotary.
- Correspondence on downtown banners.
- Meeting on Bowen Estates.
- Correspondence on Front Street improvements for Interurban.
- Correspondence on July 4<sup>th</sup> Fireworks.
- July 4<sup>th</sup> Fireworks work detail.
- BB Phase 1 – Live ribbon cutting event.
- Correspondence on Delphi Library touch-a-truck event.
- Meeting at Canal on The Delphi Bayou project.
- Delphi Library Touch-a-truck event at City Building.
- Veterans Memorial Plaza project work detail.
- Interurban Meeting.
- Code enforcement work detail.
- Old Settlers work detail.
- Correspondence with DMS.
- Correspondence with Frontier regarding ROW permit.
- Correspondence with MakeMyMove.
- Correspondence with BB.
- Delphi Rotary.
- Correspondence with OCRA.
- Permitting work detail.
- Grant research work detail.
- Code enforcement work detail.

- Meeting on downtown banners.
- Meeting on EAP for Old Settlers with EMA Director Fincher.
- Delphi Rotary.
- Correspondence with DMS on July 4<sup>th</sup> Fireworks.
- Correspondence on Old Settlers.
- ROW permitting work detail.
- Correspondence on Bowen Estates.
- Correspondence with Canal.
- Correspondence on Movies In the Park.
- Correspondence on Canal Project – The Delphi Bayou.
- Correspondence on downtown work detail.
- Correspondence on downtown signage.
- Meeting at 402 S. Washington St.
- Code Enforcement work detail on trash/debris.
- Code Enforcement work detail on rank vegetation/noxious weeds.
- Correspondence on Stuff the Bus.
- Correspondence on Operation Caring Community Cleanup – Round 2.
- Correspondence on Interurban.
- Correspondence on downtown façade work.
- Correspondence with DMS.
- Old Settlers work detail.
- Correspondence with BB.
- Correspondence on utility work.
- Correspondence on Movies In the Park.
- Correspondence with Frontier on ROW permit.
- Correspondence on fence installation.
- Code Enforcement work detail.
- Correspondence on grant detail.
- Correspondence with OCRA.
- US Agg VIP Lunch and Tour.
- Old Settlers work detail.
- Correspondence with DMS.
- July 4<sup>th</sup> work detail.
- Correspondence on Stuff the Bus.
- Correspondence with Canal on the The Delphi Bayou project.
- Rain Barrel.

**ORDINANCE NO. 2024-12**

**AN ORDINANCE TO AMEND TITLE VII, CHAPTER 77 OF THE CITY OF DELPHI CODE OF ORDINANCES ENTITLED "UTILITY TERRAIN VEHICLES AND GOLF CARTS" REGARDING THE PERIOD OF ACCESS**

WHEREAS, Ordinance 2024-4, "An Ordinance Repealing and Reenacting Title VII, Chapter 77 of the City of Delphi Code of Ordinances Entitled "Utility Terrain Vehicles and Golf Carts," was adopted by the City of Delphi on February 5, 2024, thereby permanently enacting regulations for the use of UTVs and golf carts on streets and alleys within the corporate limits of the City of Delphi; and

WHEREAS, § 77.05 of Chapter 77 states that the current period of access for UTVs and golf carts runs from August 15 to August 14 of the following year, and access granted during the term shall expire on August 15 of the following year; and

WHEREAS, the Common Council of the City of Delphi recognizes that having the period of access run from January 1 to December 31 of each year facilitates easier and more efficient management and tracking of UTV and golf cart access permits; and

WHEREAS, the Common Council of the City of Delphi desires to amend § 77.05 of Chapter 77 of the City of Delphi Code of Ordinances to change the period of access to run from January 1 through December 31 each year with expiration on January 1 of the following year and to have the subsequent term for duly renewed access to commence on January 1 of each year.

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

**Section 1:** City of Delphi Code of Ordinances Chapter 77, entitled "Utility Terrain Vehicles and Golf Carts," § 77.05, shall be amended to change the period of access to run from January 1 through December 31 each year with the term to expire on January 1 of the following year and to have the subsequent term for duly renewed access to commence on January 1 of each year.

**Section 2:** The amended § 77.05 shall read 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 and after its passage and approval by the Mayor.

**Passed and adopted by the majority of the Common Council of the City of Delphi, Indiana, this 1st day of July, 2024.**

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Kamron Yates, Presiding Officer

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Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 1st day of July, 2024.**

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Kamron Yates, Mayor

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Attest: Julie Price, Clerk-Treasurer

## EXHIBIT A

### **Amended:**

#### **§ 77.05 FEE.**

The operator access fee under the terms of this chapter shall be as follows:

(a) \$50 dollars annually.

(b) Subsequent applications for previously approved operators shall be \$25 annually.

The period of access granted by this chapter shall run from January 1 through December 31 of each year. Access granted during the term shall expire on January 1 of the following year regardless of when such access was granted during the term. Previously approved operators may apply for renewal of access for a subsequent term, which will commence on January 1 of the following year.

(c) If the officer is unable to inspect the vehicle at the scheduled time due to being unable to contact the applicant, or being unable to locate the vehicle, the fee is not to be refunded. Should the application be denied, the fee is also not refunded. If the appointment is rescheduled within 24 hours of the appointment, no additional fees are incurred. Should rescheduling take place within 24 hours of the scheduled appointment, the applicant must further provide the application fee again. The approval of the City of Delphi law enforcement officer is guided by the definitions found in this chapter, but ultimately the decision is at the discretion of the officer.

### **Original included for reference:**

#### **§ 77.05 FEE.**

The operator access fee under the terms of this chapter shall be as follows:

(a) \$50 dollars annually.

(b) Subsequent applications for previously approved operators shall be \$25 annually.

The period of access Granted by this chapter shall run from August 15 through August 14 of the following year. Access granted during the term shall expire on August 15 regardless of when such access was granted during the term.

(c) If the officer is unable to inspect the vehicle at the scheduled time due to being unable to contact the applicant, or being unable to locate the vehicle, the fee is not to be refunded. Should the application be denied, the fee is also not refunded. If the appointment is rescheduled within 24 hours of the appointment, no additional fees are incurred. Should rescheduling take place within 24 hours of the scheduled appointment, the applicant must further provide the application fee again. The approval of the City of Delphi law enforcement officer is guided by the definitions found in this chapter, but ultimately the decision is to the discretion of the officer.

**Ordinance No. 2024-13**

**AN ORDINANCE AMENDING ORDINANCE 2023-11 ESTABLISHING SALARIES FOR ELECTED OFFICIALS AND APPOINTEES OF THE CITY OF DELPHI, INDIANA FOR CALENDAR YEAR 2024**

WHEREAS, Ordinance 2023-11 was passed by the Common Council of the City of Delphi and approved by the Mayor on the 16<sup>th</sup> day of October 2023 and set the salaries of elected officials and appointees of the City of Delphi, Indiana for the 2024 calendar year; and

WHEREAS, the City of Delphi, Indiana has established the Code Enforcer position as a permanent, full-time position within the Delphi Police Department.

**WHEREFORE, IT IS HEREBY ORDAINED THAT** Ordinance 2023-11 is amended to modify the salary for the Code Enforcer position under "Edit Fund" as follows:

Code Enforcement Officer **\$38,000**

**Passed and adopted by a majority of the Common Council of the City of Delphi, Indiana, this 1st day of July, 2024.**

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Kamron Yates, Presiding Officer

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Attest: Julie Price, Clerk-Treasurer

**Approved / Vetoed by me, the Mayor, this 1st day of July, 2024.**

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Kamron Yates, Mayor

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Attest: Julie Price, Clerk-Treasurer

**RESOLUTION NO. 2024-12**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DELPHI, INDIANA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELPHI AND CARROLL COUNTY, INDIANA CONCERNING FLOODPLAIN MANAGEMENT SERVICES**

WHEREAS, the City of Delphi, Indiana (the “City”) has adopted the Carroll County Flood Damage Prevention Ordinance (the “floodplain management regulations”); and

WHEREAS, Carroll County, Indiana (the “County”) administers and enforces the floodplain management regulations through the County Floodplain Administrator and the County Board of Zoning Appeals; and

WHEREAS, the City wishes to enter into an Inter-local Agreement with the County for the County to provide services to administer and enforce the floodplain management regulations within the City’s jurisdictional limits; and

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

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

**Section 1.** The form of the Inter-local Agreement between the City of Delphi and Carroll County concerning floodplain management services for the City of Delphi, a copy of which Agreement is attached hereto as **Exhibit A** and incorporated herein, is in all things approved.

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

Adopted by the Common Council of the City of Delphi, Indiana on this 1st day of July, 2024.

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

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

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

**Approved / Vetoed by me, the Mayor, on this 1st day of July, 2024.**

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

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



**INTERLOCAL AGREEMENT  
BETWEEN  
BOARD OF COMMISSIONERS OF CARROLL COUNTY, INDIANA  
AND  
CITY OF DELPHI, INDIANA  
CONCERNING FLOODPLAIN MANAGEMENT SERVICES FOR THE CITY OF DELPHI, INDIANA**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between the Board of Commissioners of Carroll County, Indiana ("County") and the City of Delphi, Indiana ("City"). The County and City are hereinafter collectively referred to as ("Parties"). The Parties recite and declare as follows:

**RECITALS**

**WHEREAS**, the County and the City participate in the National Flood Insurance Program and are obligated by the Indiana Department of Natural Resources ("INDR") and the Federal Emergency Management Agency ("FEMA") to adopt, administer, and enforce floodplain management regulations within their respective jurisdictional limits to remain in good standing in the National Flood Insurance Program ("NFIP"); and

**WHEREAS**, pursuant to the rights and powers granted by I.C. 36-7-4, *et seq.*, the City has adopted, in total, the Carroll County Flood Damage Prevention Ordinance (the "floodplain management regulations"); and

**WHEREAS**, the County administers and enforces the floodplain management regulations within the County's jurisdictional limits through the Carroll County Zoning Administrator, appointed as the County's Floodplain Administrator, and the Carroll County Board of Zoning Appeals ("County BZA"); and

**WHEREAS**, the City desires and requests the County to provide floodplain management services necessary to administer and enforce the floodplain management regulations within the City's jurisdictional limits, which are defined as the City's zoning limits, as amended from time to time; and

**WHEREAS**, the County is willing and able to provide such floodplain management services subject to the terms and conditions set forth herein; and

**WHEREAS**, the Parties desire to enter into this interlocal agreement pursuant to the authority of the Indiana statutes for interlocal cooperation and joint provision of services.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the County and the City hereby agree as follows:

**I. PURPOSE; PARTIES' RESPONSIBILITIES**

**1.1 Purpose of Agreement.** Pursuant to I.C. 36-1-7-3, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby the County will provide specified services to administer and enforce the floodplain management regulations within the jurisdictional limits of the City.

**1.2 Administration and Enforcement of Floodplain Management Regulations Defined.** The Parties agree that the administration and enforcement duties contemplated by this Agreement are those

duties that are necessary and appropriate to enforce the floodplain management regulations within the jurisdictional limits of the City, involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the City's participation in the NFIP, such as, with the cooperation of the City, undertaking appropriate actions, identified by INDR or FEMA to resolve matters related to maintaining the City's good standing in the NFIP. .

The Parties expressly agree that, unless explicitly identified in writing by the City, the Floodplain Administrator will carry out the duties set forth in the floodplain management regulations under the same performance standards (e.g., professionalism, timeliness, etc.) set for the Floodplain Administrator's role in carrying out similar enforcement activities for the County.

**1.3 Floodplain Administrator.** The Parties agree to and hereby designate the Carroll County Zoning Administrator as the Floodplain Administrator for the City.

**1.4 City's Responsibilities.**

**1.4.1 Participation in the NFIP.** The City shall:

- (a) Be responsible to the NFIP for administration and enforcement of the floodplain management regulations within the jurisdictional limits of the City.
- (b) Upon request by INDR or FEMA, attend meetings and/or participate in telephonic and electronic communications related to the City's participation in the NFIP. .
- (c) In coordination with the County, undertake appropriate actions identified in writing by INDR or FEMA as necessary to resolve matters related to continued participation in good standing in the NFIP.
- (d) Notify the Floodplain Administrator whenever the zoning limits of the City have been modified.

**1.4.2 Support of Floodplain Administrator.** The City shall:

- (a) Support the Floodplain Administrator in obtaining and preparing data and/or documentation relating to the administration and enforcement of the floodplain management regulations within the City's jurisdictional limits for submission to INDR or FEMA, upon request of the Floodplain Administrator.
- (b) In coordination with the Floodplain Administrator, support actions the Floodplain Administrator has deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations.

**1.5 County's Responsibilities.**

**1.5.1 Floodplain Administrator Qualifications.** The County shall be responsible for ensuring that the Carroll County Zoning Administrator obtains and maintains any training,

certifications, and/or other qualifications required by Indiana law and state and/or federal regulations in order to act as a Floodplain Administrator.

**1.5.2 Administration and Enforcement.** The County, acting through the Floodplain Administrator, shall administer and enforce the floodplain management regulations within the City's jurisdictional limits throughout the term of this Agreement, and shall:

- (a) Maintain records identified in said regulations in a form and manner that allows production of records pertinent to the City upon request by the City, INDR, or FEMA.
- (b) Upon request by INDR or FEMA, attend meetings and/or participate in telephonic and electronic communications related to the City's participation in the National Flood Insurance Program.
- (c) With the cooperation of the City, undertake appropriate actions identified in writing by INDR or FEMA as necessary to resolve matters related to the City's continued participation in good standing in the National Flood Insurance Program.
- (d) With the cooperation of the City, undertake actions the Floodplain Administrator has deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations.

**1.5.3 Permitting.** The County, acting through the Floodplain Administrator, shall have control over and be responsible for all Floodplain Development Permits issued to applicants within the jurisdictional limits of the City in accordance with the floodplain management regulations.

**1.5.4 Appeals and Variances.** The County, acting through the County BZA, shall be responsible for hearing and deciding appeals and requests for variances related to the floodplain management regulations that are received from applicants within the jurisdictional limits of the City.

## II. SUPPLEMENTAL PROVISIONS

**2.1 Reimbursement.** As compensation for the County's services, the County shall collect and retain all revenues derived from permit and/or inspection fees generated within the City as well as filing fees for applications for appeals or variances related to the floodplain management regulations which are received from applicants within the City; such fees shall not exceed fees charged County residents for similar services.

### **2.2 Hold Harmless and Indemnification.**

**2.2.1 City.** The City shall indemnify and hold the County harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the City, its employees or agents under this Agreement. In the event that the County, its employees or agents were also negligent, then the City is relieved of its obligation to

defend the County, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the City and County.

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

**2.2.3 Non-Waiver of Immunities and Tort Claims Statutory Requirements.** By entering into this Agreement, neither party waives its immunity defenses or any other bar or limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Indiana Tort Claims Act, as amended from time to time.

**2.3 Administration and Enforcement of City's Zoning Code and Code of Ordinances.**

**2.3.1 City's Authority Unimpaired.** This Agreement shall not impair the authority of the City to administer and enforce the Zoning Code and Code of Ordinances of the City of Delphi.

**2.4 Modification.** This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both parties.

**2.5 Duration.** This Agreement shall run for a period of one calendar year from the effective date and shall be automatically renewed annually for successive periods of one calendar year, subject to earlier termination provided herein.

**2.6 Termination.**

**2.6.1 Notification of Termination.** This Agreement may be terminated at the end of the initial term or any renewal term by written notice from either party to the other party delivered not less than ninety (90) days prior to the renewal date.

**2.6.2 Transition Upon Notification of Termination.** Upon notification of termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the City's floodplain management regulations, with particular attention to the delivery by the County to the City, of all records and data in its possession, regardless of the medium. Costs associated with delivery of records and data to the City shall be borne by the party requesting termination.

**2.6.3 Reimbursement Owed at Time of Termination.** Termination shall not affect the payment of any fees then owing to the County, which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.

2.7 **Notices.** All notices, reports, and correspondence to the respective Parties shall be sent or delivered to the following locations:

<u>County</u>	<u>City</u>
Carroll County Commissioners c/o Auditor of Carroll County 101 W. Main St. Delphi, IN 46923	Mayor City of Delphi 201 S. Union St. Delphi, IN 46923

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

### III. GENERAL PROVISIONS

- 3.1 **Severability.** In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- 3.2 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana and venue for any lawsuit shall be in the Carroll Circuit Court.
- 3.3 **Assignment.** This Agreement is not assignable by either party.
- 3.4 **Attorney's Fees.** In the event it is necessary for either party to utilize the service of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.
- 3.5 **Saving Clause.** Nothing in the Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, administrative rule or ordinance, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.
- 3.6 **Dispute Resolution.** The Parties agree that any dispute concerning this Agreement shall be attempted to be resolved by the Parties informally. If such resolution is not reached, the parties agree that, upon request of either party, the dispute shall be mediated under the Indiana Rules of Mediation or litigated if not successfully mediated.

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

Dated: June 17, 2024

Dated: \_\_\_\_\_, 2024

**County**

Board of Commissioners of Carroll County

**City**

City of Delphi Common Council

William R. Brown  
William R. Brown, Chairman

\_\_\_\_\_  
Spencer Kingery, President Pro Tempore

Steve Pearson  
Steve Pearson, Vice Chairman

\_\_\_\_\_  
Cody Nelson

Loren Hylton  
Loren Hylton

\_\_\_\_\_  
Denny Myers

Attest:

\_\_\_\_\_  
Erin Jubril

Beth L. Myers  
Beth L. Myers, Auditor of Carroll County

\_\_\_\_\_  
Doyle Moore

\_\_\_\_\_  
Kamron Yates, Mayor and Presiding Officer

Attest:

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

# From the Delphi Lions Club

To: All interested parties

From: Delphi Lions Club Parade Committee

Reference: 2024 Delphi Independence Day Parade

1. The 30<sup>th</sup> Delphi Independence Day Parade will be Sat. July 6<sup>th</sup>
2. The Parade is sponsored by the Delphi Lions Club and the City of Delphi.
3. The Parade will begin at 10AM (EST)
4. Starting point for the Parade is the P&R parking area at 1100 North Washington St. The Parade route proceeds south on Washington St. to Monroe St. It turns west on Monroe for one block turning south on Market St. After one block on Market it turns East on Franklin St. passing the reviewing stand. After passing the reviewing stand the parade disbands. The parade lasts about 1 hour and 15 minutes.
5. Registration begins at 8AM and continues until the parade begins. Registration is located at the East end of the parking area. There is no pre-registration or no fee to register.
6. Delphi Lions members will be there to register you and line you up.
7. Judging will begin at 9AM and end at 9:45AM
8. Categories are: Floats, Cars, Tractors, Animal(s) and Walking Groups. Cash prizes in each category.
9. Entries will be judged on creativity, crowd appeal and demonstration of the theme.
10. Winners will be announced at the reviewing stand.
11. This years theme: HATS OFF TO AMERICA
12. There is no rain date for the parade.
13. A memorial service will be held on the north side of the Courthouse at 10AM. It will include Camden and Delphi American Legion and VFW members. It includes Hoñor Guard, Rifle Corps and Taps.
14. Individuals, groups, churches and businesses are encouraged to participate.
15. Grand Marshals for 2024: **2024 Delphi Girls Softball Team**
16. The Delphi Lions Club would like to thank all who participated in, watched or helped put on the parade.

For information contact Terry Beach 765-412-2979 or Dick Bradshaw 765-564-2212 or email: [dbw1@carrollnet.org](mailto:dbw1@carrollnet.org)